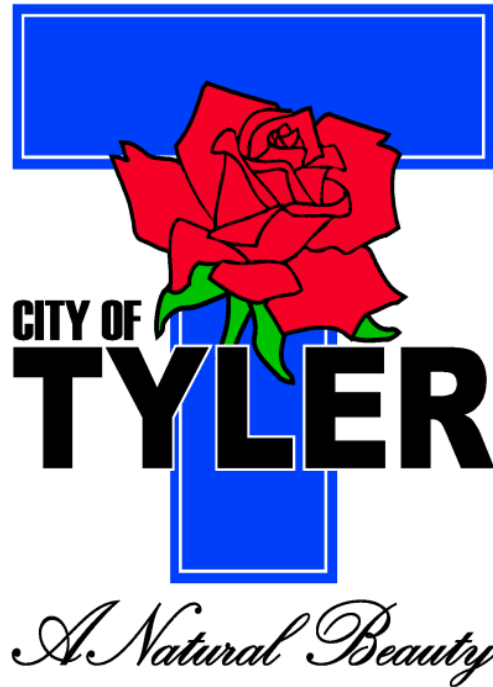


CITY COUNCIL AGENDA



Wednesday, June 26, 2024
9:00 am



CITY COUNCIL

Donald P. Warren, Mayor
Stuart Hene, District 1
Broderick McGee, District 2
Dr. Shirley McKellar, 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, June 26, 2024

9:00 am

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

Please call (903) 531-1250 if you need assistance with interpretation or translation for this City meeting.

Si usted necesita ayuda con la interpretación o traducción de cualquier material en este sitio o en una reunión pública de la Ciudad de Tyler por favor llame al (903) 531-1250.

AMERICANS WITH DISABILITIES ACT NOTICE

The City of Tyler wants to ensure that City Council Meetings are accessible to persons with disabilities. If any individual needs special assistance or accommodations in order to attend a City Council meeting, please contact the City Manager's Office at 903.531.1250, in advance so accommodations can be made.

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 special called meeting of the City Council of the City of Tyler, Texas held on May 15, 2024.

ELECTIONS

- E-1** Request that the City Council consider canvassing the returns of the Tyler City Council Runoff Election held June 15, 2024, for District No. 2, Runoff Election set for that day and adopting an Ordinance declaring the results.

AWARDS

- A-1** Request that the City Council consider recognizing the following employee for his years of service and commitment to the City of Tyler. He represents 30 years of service with the City of Tyler.

Edgar Sheffield Jr., Assistant Police Chief I, 30 Years of Service

RESOLUTION

- R-1** Request that the City Council consider adopting a Resolution authorizing the filing of an application with the Texas Parks and Wildlife Department (TPWD) for a Local Parks Grant for Stewart Park and authorizing the City Manager to take all actions needed to receive and expend grant funds.

ORDINANCE

- O-1** Request that the City Council consider adoption of an Ordinance amending the Fiscal Year 2023-2024 Transit Budget by accepting a Federal Transit Administration (FTA) FY22 5307 Grant totaling \$2,479,924.

MISCELLANEOUS

- M-1** Request that the City Council consider authorizing the City Manager to execute a professional services contract in the amount of \$1,804,750.00 with KSA Engineers, Inc. for the Bellwood Lift Station Abandonment and adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt and funded with Consent Decree bond funds.
- M-2** Request that the City Council consider authorizing the City Manager to execute a Capitol Improvements Project contract in the amount of \$1,392,181.00 with Capps-Capco Construction, Inc. for the Shackleford Creek Lift Station Improvements and adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt and funded with Consent Decree bond funds.
- M-3** Request that the City Council consider authorizing the City Manager to purchase playground equipment for W.E. Winters Park through the Buy Board Purchasing

Cooperative from Kraftsman Commercial Playgrounds & Water Parks in the amount of \$69,995.89.

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 approving the final payment and retainage to Morton Enterprise in the amount of \$13,787.78, for the 2024 Asphalt Crack Seal Project.
- C-A-2** Request that the City Council consider authorizing the City Manager to declare the designated vehicles as surplus and ready to be auctioned.
- C-A-3** Request that the City Council consider adoption of a Resolution authorizing the City Manager, or the City Manager's Designee, to execute any necessary documents for the application, receipt, and expenditure of grant funds from the United States Department of Energy's Energy Efficiency and Conservation Block Grant (EECBG) Program in the amount not to exceed \$162,770.00.
- C-A-4** Request that the City Council consider authorizing the City Manager to ratify the purchase of a 20ft dump trailer from Kearney Trailers in the amount of \$24,789.75 and Super Star Storage for \$25,494.72.
- C-A-5** Request that the City Council consider authorizing the City Manager to execute a contract amendment in the amount of \$30,000 with KSA Engineers, Inc., for additional services related to the Southside Wastewater Treatment Plant Aeration Basin and Final Clarifier Improvements project.
- C-A-6** Request that the City Council consider authorizing the City Manager to approve adding Holt Truck Sourcewell contract # 060920-NVS , Heil of Texas Sourcewell contract #110223-THC, and Mcneilus Company Sourcewell contract #110223-MCN to the Co-op and Sole Source Purchasing agreement whereby the City of Tyler can take full advantage of purchasing any and all items available through the cooperative.
- C-A-7** Request that the City Council consider authorizing the City Manager to enter into a contract with Terminix Pest Control to provide City wide pest control services for all City of Tyler facilities in the amount of \$73,800.00 over the next five (5) years and also add addendum 2 to the City-wide pest control contract.
- C-A-8** Request that the City Council consider authorizing the City Manager to approve the partial release of water and sanitary sewer easement across Old Jacksonville Highway on Lot 32-C, NCB 1570-Q that has been verified as no longer needed.

CITY MANAGER'S REPORT

EXECUTIVE SESSION

As allowed by the Texas Open Meetings Law, Chapter 551 of the Government Code, the City Council may go into executive session to consider the following:

Tex. Gov't Code Section 551.071, "Litigation", to deliberate pending or contemplated litigation or

settlement offer involving:

- 1) Leondra Leach v. City of Tyler lawsuit, Cause No. 20-2049-A, and
- 2) Abdias Rosales v. City of Tyler lawsuit, Civil Action No. 6:23-cv-00245

As allowed by the Texas Gov't Code Section 551.072 "Real Estate," the City Council will discuss the purchase, exchange, sale, lease, or value of real properties, the public discussion of which would have a detrimental effect on the negotiating position of the City.

Litigation is, by its nature, an on-going process, and questions may arise as to trial tactics, or settlement offers which need to be explained to the City Council. Upon occasion, the City Council may need information from the City Attorney as to the status of the pending or contemplated litigation subjects listed above.

Any final action to be taken by the City Council will be taken in open session.

ADJOURNMENT



**CITY OF TYLER
CITY COUNCIL COMMUNICATION**

Agenda Number.

Date: June 26, 2024

Subject: Request that the City Council consider approving the minutes of the special called meeting of the City Council of the City of Tyler, Texas held on May 15, 2024.

Item Reference:

Request that the City Council consider approving the minutes of the special called meeting of the City Council of the City of Tyler, Texas held on May 15, 2024.

RECOMMENDATION:

Request that the City Council consider approving the minutes of the special called meeting of the City Council of the City of Tyler, Texas held on May 15, 2024.

Attachments:

[2024 05 15 Special Called Minutes](#)

Drafted/Recommended By:

Department Leader Cassandra Brager

Edited/Submitted By:

City Manager

**MINUTES OF THE SPECIAL CALLED MEETING OF
THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS
May 15, 2024**

A special called meeting of the City Council of the City of Tyler, Texas, was held Wednesday, May 15, 2024 at 9:00 a.m. in the City Council Chambers, 2nd floor of City Hall, Tyler, Texas, with the following present:

Mayor:	Don Warren
Mayor Pro Tem:	Brad Curtis (absent)
Councilmembers:	Stuart Hene
	Shirley McKellar
	Broderick McGee
	James Wynne
	Lloyd Nichols (absent)
City Manager:	Edward Broussard
City Attorney:	Deborah G. Pullum
Senior Asst. City Attorney:	Alesha Buckner
Police Chief:	Jimmy Toler
Director of Parks & Recreation:	Leanne Robinette
Assistant Police Chief:	David Long
City Clerk:	Cassandra Brager

INVOCATION

The Invocation was given by Councilmember McGee.

ELECTION

- E-1 Request that the City Council consider canvassing the returns of the Tyler City Council Election held May 4, 2024, for District No. 2, and affirming the cancellation of the Election and designation of the unopposed winners for the Mayor at Large, and Tyler City Council Election for District 4 and District 6 that would have been held on May 4, 2024, and adopting an Ordinance declaring the results and calling a runoff. (O-2024-49) District No. 2, For City Councilmember**

Petra Hawkins	258 Votes (36.54%)
Dexter Floyd	127 Votes (17.99%)
Stephen Dinger	321 Votes (45.47%)

Motion by Councilmember Hene; seconded by Councilmember McGee; motion carried 5 - 0 & approved as presented.

- E-2 Request that the City Council consider adoption of a Resolution ordering a runoff Election for June 15, 2024, to fill the office of Tyler City Councilmember for Single Member District No. 2. (R-2024-26)**

Motion by Councilmember Wynne; seconded by Councilmember McGee; motion carried 5 - 0 & approved as presented.

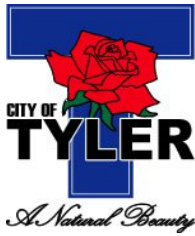
ADJOURNMENT

Motion by Councilmember McGee to adjourn the meeting at 9:06 am; seconded by Councilmember McKellar; motion carried 7 - 0 & meeting adjourned.

**DONALD P. WARREN, MAYOR OF
THE CITY OF TYLER, TEXAS**

A T T E S T:

CASSANDRA BRAGER, CITY CLERK



**CITY OF TYLER
CITY COUNCIL COMMUNICATION**

Agenda Number: E-1

Date: June 26, 2024

Subject: Request that the City Council consider canvassing the returns of the City Council Runoff Election held June 15, 2024, for District No. 2, Runoff Election set for that day and adopting an Ordinance declaring the results.

Page: 1 of 1

Item Reference: Texas Election Code Section 67.003 (Time for Local Canvass)

The City Council is required by law (Sec. 67.003 of the Texas election Code) to canvass the return and declare results of the City Council Runoff Election to elect a City Councilmember for Single Member District No. 2 held on June 15, 2024, and adopting an ordinance declaring the results.

RECOMMENDATION:

It is recommended that the City Council canvass the returns of the City Council Runoff Election held June 15, 2024 for District No. 3, and adopting an Ordinance declaring the results of the Runoff Election set for that day.

Drafted/Recommended By:
Department Leader


Cassandra Brager, City Clerk

Edited/Submitted By:
City Manager



ORDINANCE NO. O-2024-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, DECLARING THE RESULTS OF A RUNOFF ELECTION HELD IN THE CITY OF TYLER, TEXAS, ON THE 15th DAY OF JUNE 2024, FOR THE RUNOFF ELECTON OF A CITY COUNCILMEMBER FOR DISTRICT NO. 2, AND DECLARING THE RESULTS.

WHEREAS, on the 26th day of June, 2024, the City Council of the City of Tyler, Texas, at a meeting duly called for the purpose of, canvassing the returns of the City Council Runoff Election held on the 15th day of June, 2024, in the City of Tyler, for the runoff election of a City Councilmember for District No. 2, for the City of Tyler, Texas, and it appearing as a result of such canvass that the following named persons received the following number of votes for City Councilmember, District No. 2:

District No. 2, For City Councilmember

Petra Hawkins	508 Votes
Stephen Dinger	456 Votes

And it further appearing from such canvass that Petra Hawkins received the highest number of votes cast for City Councilmember, District 2; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS:

PART 1: That Petra Hawkins be and is hereby declared the duly elected City Councilmember for District No. 2, to serve for a two-year term of office.

PART 2: That the above named City Councilmembers for District No. 2 shall be sworn into office in the same manner provided for candidates elected at the election.

PART 5: That this ordinance shall take effect immediately upon its adoption.

PASSED AND APPROVED on this the 26th day of June, A.D., 2024.

DONALD P WARREN, MAYOR OF
THE CITY OF TYLER, TEXAS

ATTEST:

APPROVED:

CASSANDRA BRAGER, CITY CLERK

DEBORAH G. PULLUM, CITY ATTORNEY



CITY OF TYLER CITY COUNCIL COMMUNICATION

Agenda Number. A-1

Date: June 26, 2024

Subject: Request that the City Council consider recognizing the following employee for his years of service and commitment to the City of Tyler. He represents 30 years of service with the City of Tyler.
Edgar Sheffield Jr., Assistant Police Chief I, 30 Years of Service

Item Reference:

Request that the City Council consider recognizing the following employee for his years of service and commitment to the City of Tyler. He represents 30 years of service with the City of Tyler.

Edgar Sheffield Jr., Assistant Police Chief I, 30 Years of Service

RECOMMENDATION:

Request that the City Council consider recognizing the following employee for his years of service and commitment to the City of Tyler. He represents 30 years of service with the City of Tyler.

Edgar Sheffield Jr., Assistant Police Chief I, 30 Years of Service

Drafted/Recommended By:

Department Leader

Regina Y. Moss, Director Organizational Development

Edited/Submitted By:

City Manager



CITY OF TYLER CITY COUNCIL COMMUNICATION

Agenda Number. R-1

Date: June 26, 2024

Subject: Request that the City Council consider adopting a Resolution authorizing the filing of an application with the Texas Parks and Wildlife Department (TPWD) for a Local Parks Grant for Stewart Park and authorizing the City Manager to take all actions needed to receive and expend grant funds.

Item Reference:

The Local Park Grant Program of the Texas Parks and Wildlife Department (TPWD) consists of five individual programs that assist local units of government with the acquisition and/or development of public recreation areas and facilities throughout the State of Texas. The Program provides 50 percent matching grants on a reimbursement basis to eligible applicants. All grant-assisted sites must be dedicated as parkland in perpetuity, properly maintained and open to the public.

If approved by the City Council, the City's Parks and Recreation Department would apply for approximately \$500,000 in grant funds. The funding would be used for the development and renovation of Stewart Park.

To apply for this funding, a resolution authorizing the application must be approved by the governing body of the applicant according to the grant application criteria.

RECOMMENDATION:

Request that the City Council consider adoption of a Resolution authorizing the filing of an application with the Texas Parks and Wildlife Department (TPWD) for a Local Parks Grant for Stewart Park and authorizing the City Manager to take all actions needed to receive and expend grant funds.

Attachments:

[Parks_Resolution_-Stewart_Park_2024](#)

Drafted/Recommended By:

Department Leader Leanne Robinette, Director of Parks and Recreation

Edited/Submitted By:

City Manager

RESOLUTION NO. R-2024-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, ALSO REFERRED TO AS “APPLICANT”, AUTHORIZING SUBMISSION OF AN APPLICATION FOR TEXAS PARKS AND WILDLIFE RECREATIONAL TRAILS GRANT PROGRAM FUNDS TO BE USED FOR DIRECT COSTS FOR RECREATIONAL TRAILS PROGRAMS; DESIGNATING THE CITY MANAGER OR DESIGNEE AS BEING RESPONSIBLE FOR, ACTING FOR, AND ON BEHALF OF THE APPLICANT IN DEALING WITH THE TEXAS PARKS AND WILDLIFE DEPARTMENT, ALSO REFERRED TO “DEPARTMENT”, FOR THE PURPOSE OF PARTICIPATING IN THE RECREATIONAL TRAILS GRANT PROGRAM; AUTHORIZING THE CITY MANAGER TO ACCEPT GRANT FUNDS AND ANY INCREASES IN FUNDING LEVELS, AND TO TAKE ALL NECESSARY ACTIONS TO OBTAIN AND USE THE GRANT FUNDS; CERTIFYING THAT THE APPLICANT’S MATCHING SHARE IS READILY AVAILABLE AND APPROVING THE CITY’S LOCAL MATCH; DEDICATING THE PROPOSED SITE FOR PERMANENT (OR FOR THE TERM OF THE LEASE FOR LEASED PROPERTY) FOR PUBLIC PARK AND RECREATIONAL USES; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, it is the intent of the City Council to promote the public welfare; and

WHEREAS, the Texas Parks and Wildlife Department (“Department”) has made available and offered state financial aid monies for proposed funding to be used for direct program costs for recreational trails programs; and

WHEREAS, the City of Tyler Parks and Recreation Department wishes to participate in the aforementioned state financial aid grant; and

WHEREAS, the City of Tyler (“City”) is fully eligible to receive assistance under the Local Parks Grant Program (“Program”); and

WHEREAS, the City is desirous of authorizing an official or represent and act for the City in dealing with the Department concerning the Program; and

WHEREAS, it is considered to be in the public interest to obtain and use grant funds for the public purposes described herein; and

WHEREAS, the City of Tyler Parks and Recreation Department will be applying for approximately \$500,000.00 to allow for enhancements to Stewart Park; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS:

PART 1: That the City hereby certifies that it is eligible to receive assistance under the Program, and that notice of the application has been posted according to local public hearing requirements.

PART 2: That the City certifies that the matching share for this application is readily available at this time. The City’s match in the amount of \$500,000 is hereby approved.

PART 3: That the City hereby certifies and directs the City Manager or designee to act for the City in dealing with the Department for the purposes of the program, and that the City Manager or designee is hereby officially designated as the representative in this regard.

PART 4: That the City hereby specifically authorizes the City Manager or designee to make an application to the Department concerning the site to be known as Stewart Park in the City or Tyler or use as park site and is hereby dedicated (or will be dedicated upon completion of the proposed acquisition) for public park and recreation purposes in perpetuity (or for the lease term, if legal control is through a lease). Projects with federal monies may have differing requirements.

PART 5: That the City Council hereby resolves and affirms to the Texas Parks and Wildlife Department the City of Tyler's intent to comply with all of the assurances set forth in the grant agreement and all laws and regulations incorporated by reference in the grant agreement.

PART 6: That the City Manager or designee is hereby authorized and directed to accept the grant for the described Program and public purposes, as well as any grant amendments to increase the funding levels.

PART 7: That the City Manager or designee is hereby authorized and directed to execute any documents and take all actions necessary in order to accept and use the grant to fulfill the public purposes described above.

PART 8: That the City Manager or designee is hereby authorized and directed to provide such additional information as may be required by the Texas Parks and Wildlife Department.

PART 9: That this Resolution shall take effect immediately upon its adoption by the City Council.

PASSED AND APPROVED this ____ day of June, A. D. 2024.

DON WARREN, MAYOR
OF THE CITY OF TYLER, TEXAS

ATTEST:

APPROVED:

CASSANDRA BRAGER, CITY CLERK

DEBORAH G. PULLUM,
CITY ATTORNEY



CITY OF TYLER CITY COUNCIL COMMUNICATION

Agenda Number. O-1

Date: June 26, 2024

Subject: Request that the City Council consider adoption of an Ordinance amending the Fiscal Year 2023-2024 Transit Budget by accepting a Federal Transit Administration (FTA) FY22 5307 Grant totaling \$2,479,924.

Item Reference: C-A-1 6/12/2024

On June 12, 2024, Council approved a Resolution authorizing the application for and acceptance of FTA FY22 5307 grant number (TX-2022-000-00) in the amount of \$2,479,924. With this acceptance, Tyler Transit is requesting an amendment to the Fiscal Year 2023-2024 Budget in the amount of \$2,479,924 for preventative maintenance, planning, fixed route, and paratransit operations. This grant supplies reimbursement for a portion of the Transit Department operating costs. The remaining funds come from the adopted budget, departmental revenue, and State grant funds. If the City of Tyler doesn't utilize these grant funds during the Fiscal Year 2023-2024, the City would be responsible for covering all operating expenses.

RECOMMENDATION:

It is recommended that the City Council consider the adoption of an Ordinance amending the Fiscal Year 2023-2024 Transit Budget by accepting a Federal Transit Administration (FTA) FY22 5307 Grant totaling \$2,479,924.

Attachments:

[06.20.23_FINALab.dp_legaledit_2023_Budget_Ordinance-Transit Addition of FTA Grant 5307](#)

Drafted/Recommended By:

Department Leader Russ Jackson/Tyler Transit Manager

Edited/Submitted By:

City Manager

ORDINANCE NO. O-2024-____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, AMENDING THE BUDGET FOR THE FISCAL YEAR 2023-2024; ACCEPTING A FEDERAL TRANSIT ADMINISTRATION (FTA) FY22 5307 GRANT TOTALING \$2,479,924 ALLOCATED BY THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) FOR PREVENTATIVE MAINTENANCE, PLANNING, AND FOR FIXED ROUTE AND PARATRANSIT OPERATIONS; AUTHORIZING THE APPROPRIATION OF FUNDS ALONG WITH LOCAL SHARE REQUIREMENTS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, pursuant to the laws of the State of Texas and the Charter and City Code of the City of Tyler, the City Manager of Tyler prepared a budget covering proposed expenditures for the next fiscal year and caused the same to be published as required by law; and

WHEREAS, during the fiscal year 2023-2024, the Federal Transportation Authority (FTA) offered a \$2,479,924 FY22 5307 Grant allocated by the Texas Department of Transportation (TxDOT) for the maintenance, planning, and operations for Tyler Transit; and

WHEREAS, this budget amendment will provide funding for the City's local shares requirements required by this grant during the current fiscal year; and

WHEREAS, the City Council hereby authorizes acceptance of the grant; and

WHEREAS, the City Council affirms the budget amendment and financial policies that have been approved by ordinances and administrative actions;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS:

PART 1: That the City is hereby authorized to accept the Federal Transportation Authority (FTA) FY 22 5307 Grant totaling \$2,479,924 as allocated by the Texas Department of Transportation (TxDOT) for maintenance, planning, and operation for Tyler Transit.

PART 2: That the following line-item accounts, as approved in the budget for fiscal year 2023-2024, shall be amended to read as follows:

Account Number	Fund	Account Name	Description	Current Budget	Change	Revised Budget
286-0000-371-6017	286	FTA Operating	Receiving Additional Grant Funding	1,154,062	1,350,000	2,504,062
286-0000-371-6234	286	FTA Maintenance FR&ADA	Receiving Additional Grant Funding	646,322	483,940	1,130,262
286-0000-371-6236	286	FTA Planning	Receiving Additional Grant Funding	178,610	150,000	328,610
286-0000-371-6284	286	FTA ADA Operating 80/20	Receiving Additional Grant Funding	377,465	495,984	873,449
286-0906-811-0419	286	Purchase of Services	Expense Account	700,000	2,479,924	3,179,924

PART 3: That the City Clerk is hereby directed to file a copy of this budget amendment as required by state law.

PART 4: That amendment of the fiscal year 2023-2024 Budget is required in order to provide funding for the Federal Transportation Authority 5307 Grant and creates an urgent public necessity to authorize the amendment to the budget herein contained.

PART 5: That should any section, subsection, sentence, provision, clause, or phrase be held to be invalid for any reason, such holding shall not render invalid any other section, subsection, sentence, provision, clause, or phrase of this ordinance and same are deemed severable for this purpose.

PART 6: That this ordinance shall become effective upon approval.

PASSED AND APPROVED this the 26th day of June, A.D., 2024.

DONALD P. WARREN, MAYOR
OF THE CITY OF TYLER, TEXAS

ATTEST:

APPROVED:

CASSANDRA BRAGER, CITY CLERK

DEBORAH G. PULLUM, CITY ATTORNEY



CITY OF TYLER CITY COUNCIL COMMUNICATION

Agenda Number. M-1

Date: June 26, 2024

Subject: Request that the City Council consider authorizing the City Manager to execute a professional services contract in the amount of \$1,804,750.00 with KSA Engineers, Inc. for the Bellwood Lift Station Abandonment and adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt and funded with Consent Decree bond funds.

Item Reference: M-3, 2/14/2024

The Bellwood Lift Station is located on the north side of Bellwood Lake and is critical to the City's collection system. The lift station pumps sewer around Lake Bellwood's north side and dam to a manhole, which then flows by gravity to the Green Briar Lift Station. Bellwood Lift Station currently serves an extensive collection basin that is less than 50% developed but runs nearly 24 hours a day, which indicates that the lift station is nearing its maximum capacity.

Commercial development currently under construction in this basin will contribute additional flow to the Lift Station.

Previously, the City of Tyler enlisted KSA to study several lift stations, with Bellwood at the top of the priority list. As a result of the study, a new option was presented that would eliminate the Bellwood Lift Station and replace the force main with a new gravity line that follows a new alignment in the same general area.

This option would save the City maintenance and operations costs over the life of the collection basin and eliminate the responsibility of overseeing a lift station. KSA has performed the design survey and in conjunction with TWU has determined that gravity flow is feasible and abandoning the lift station is the ideal path forward.

This agreement consists of preliminary and final design, permitting and easement acquisition, and construction phase services.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to execute a professional services contract in the amount of \$1,804,750.00 with KSA Engineers, Inc. for the Bellwood Lift Station

Abandonment and adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt and funded with Consent Decree bond funds.

Attachments:

[103260 COT agmt for signature](#)

[06.13.24 - Resolution Form](#)

Drafted/Recommended By:

Department Leader

Jacob Yanker, Utilities Project Engineer/ Kate Dietz, PE, Director of
Utilities

Edited/Submitted By:

City Manager



STATE OF TEXAS

§

**STANDARD FORM OF AGREEMENT
FOR PROFESSIONAL CONSULTING
SERVICES**

COUNTY OF SMITH

§

This AGREEMENT is entered into, with an Effective Date of
[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 **KSA Engineers, Inc.** (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 "**Bellwood Lift Station Abandonment**" (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,	=	\$ <u>1,600,300.00</u>
Not-to-Exceed		
- Hourly/Reimbursable	=	\$ <u>204,450.00</u>
Expenses		
- Total Contract Price	=	\$ <u>1,804,750.00</u>

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 Aylor, P.E.
6781 Oak Hill Blvd
Tyler, Texas

OWNER:

City of Tyler
Attn: Kate Dietz, 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: _____

City Manager	Date
--------------	------

Edward Broussard

Printed Name

By: _____
City Clerk

Cassandra Brager

Printed Name

APPROVED:

RECOMMENDED:

By: _____
City Attorney's Office Date

Printed Name _____

By: _____

Department Leader	Date
-------------------	------

Printed Name _____

CITY COUNCIL APPROVAL:

AGENDA ITEM NUMBER:

DATE APPROVED: _____

FOR THE E/A:

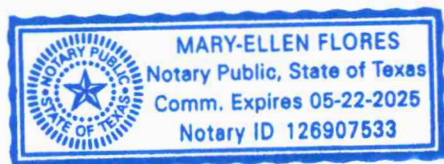
By: *Joncie Young* 5/28/2024
 Director of Client Services Date

Joncie H. Young, P.E.

Printed Name

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared JONCIE YOUNG, who is known to me, or who was proved to me through KSA ENGINEERS 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 27 day of MAY, 2024.



Mary-ellen Flores
 Notary Public In and For The State of Texas

My Commission Expires:

5/22/2025

MARY-ELLEN FLORES
 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 F – Procedure for Correcting Construction Defects

(Applicable only to construction contracts affecting City-owned buildings and other public works)

Exhibit A - E/A's Scope of Service

Exhibit A
ENGINEER'S Scope of Service
Bellwood Lift Station Abandonment
KSA Contract No. 103260

This Agreement constitutes authorization by the City of Tyler (OWNER) for KSA Engineers, Inc. (ENGINEER) to provide engineering services for the **Bellwood Lift Station Abandonment** (hereinafter called the Project).

PROJECT DESCRIPTION

Project consists of the abandonment of the City of Tyler's Bellwood Lift Station and construction of an approximate 9,800-ft long, 30-in diameter, ductile iron gravity sewer network to convey all wastewater from the former Bellwood Lift Station service area to Greenbriar Lift Station as identified in the "Bellwood Lift Station and Force Main Evaluation" letter report dated 12/07/2023.

The scope of services is based on the design of one (1) construction project with a pre-design opinion of probable construction cost of \$14,151,690.00.

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. Design Surveying.
- B. Deed Research/Property Owner Coordination.
- C. ROW Agent.
- D. Easement Surveying.
- E. Plat/Description Preparation.
- F. Geotechnical Investigation.
- G. TxDOT Permit Application and Coordination.
- H. UPRR Permit Application and Coordination.
- I. Full-Time Project Representative
- J. Construction Surveying.
- K. Construction Materials Testing.
- L. Reimbursable Expenses (Printing, Postage, Mileage, etc.).

ENGINEER's Exclusions:

- A. Study and Report Preparation.
- B. Hydraulic studies.
- C. Hydraulic modeling of contributing gravity sewer lines (upstream of proposed gravity sewer network).
- D. Hydrological studies.
- E. Design and/or analysis of receiving lift station volume, capacity, operations, etc.
- F. Subsurface utility engineering and utility potholing.

Exhibit A
ENGINEER'S Scope of Service
Bellwood Lift Station Abandonment
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- F. Subsurface utility engineering and utility potholing.

Exhibit B - E/A's Project Schedule

Exhibit B
ENGINEER'S Project Schedule
Bellwood Lift Station Abandonment
KSA Contract No. 103260

PROJECT SCHEDULE

ENGINEER shall complete its services within the following time specific time periods upon OWNER's notice to proceed:

- A. Complete Preliminary Design Phase: 120 calendar days.
- B. Complete Final Design Phase: 90 calendar days following receipt of Owner's comments on submitted preliminary design documents.
- C. Complete Bidding Phase: Within the time designated by the Owner based upon an approved bid schedule developed following receipt of Owner's comments on submitted final design documents.
- D. Complete Construction Phase: 540 calendar days following issuance of notice to proceed from Contractor.

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

Exhibit C
ENGINEER'S Fee Summary
Bellwood Lift Station Abandonment
KSA Contract No. 103260

FEE SUMMARY

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

Phase	Contract Amount	Terms
Preliminary Design	\$ 506,000.00	Lump Sum
Design Surveying	\$ 20,000.00	Hourly & Reimbursable ¹
Geotechnical Investigation	\$ 75,000.00	Hourly & Reimbursable ^{1 2}
Final Design	\$ 414,000.00	Lump Sum
Easement Surveying	\$ 10,000.00	Hourly & Reimbursable ^{1 3}
Plat/Description Preparation	\$ 9,200.00	Hourly & Reimbursable ^{1 3}
Property Owner Coordination	\$ 5,000.00	Hourly & Reimbursable ^{1 3}
Right of Way Agent	\$ 5,000.00	Hourly & Reimbursable ^{1 3}
TxDOT Permitting & Coordination	\$ 5,000.00	Hourly & Reimbursable ^{1 4}
UPRR Permitting & Coordination	\$ 10,000.00	Hourly & Reimbursable ^{1 5}
Bidding	\$ 10,000.00	Lump Sum
Construction Administration	\$ 225,000.00	Lump Sum ⁶
Construction Surveying	\$ 20,000.00	Hourly & Reimbursable ^{1 7}
Construction Materials Testing	\$ 40,250.00	Hourly & Reimbursable ^{1 8}
RPR Construction Services	\$ 445,300.00	Lump Sum ^{6 9}
Reimbursables	\$ 5,000.00	Hourly & Reimbursable ¹
Total	\$ 1,804,750.00	

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. Geotechnical Investigation services assume twelve (12) bores along the planned construction limits ranging 20-ft to 25-ft in depth.
3. Easement Surveying, Plat/Description Preparation, Property Owner Coordination, and Right of Way Agent services assume two (2) easements along the planned construction limits.
4. TxDOT Permitting & Coordination services assume one (1) utility crossing.
5. UPRR Permitting & Coordination services assume one (1) utility relocation.
6. Construction Administration and RPR Construction Services assume a construction period of 540 calendar days. ENGINEER's work on these phases beyond the construction period established will be billed at hourly rates listed on the attached schedule.
7. Construction Surveying services assume staking and layout of planned construction activities after the planned construction limits have been cleared.
8. Construction Materials Testing services assume occasional embedment and backfill testing along the planned construction limits.
9. RPR Construction Services assume 40 hours per week for the duration of the construction period established.

Exhibit D - Certificates of Insurance and Endorsements

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/04/2024

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER GANS & SMITH INSURANCE AGENCY INC P.O Box 2869 Longview TX 75606		CONTACT NAME: Tracy Langford PHONE (A/C, No, Ext): (903) 757-4601 FAX (A/C, No): (903) 753-0782 E-MAIL ADDRESS: tlangford@gans-smith.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Transportation Ins Co (CNA)	
		INSURER B: Continental Casualty Co (CNA)	
		INSURER C: Continental Insurance Company	
		INSURER D: Texas Mutual Ins Co	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL2453010176 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			4015529054	05/29/2024	05/29/2025	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$ 15,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:						GENERAL AGGREGATE \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY			4015529135	05/29/2024	05/29/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB			4015529099	05/29/2024	05/29/2025	EACH OCCURRENCE \$ 10,000,000
	☐ EXCESS LIAB						AGGREGATE \$
	☐ DED ☒ RETENTION \$ 10,000						\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			0002047822	05/29/2024	05/29/2025	PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Project Bellwood Lift Station Abandonment and it's located in Smith County. The general liability & automobile policies includes a blanket automatic additional insured endorsement provision that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. The general liability, automobile, & workers compensation policies includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. The General Liability policy contains "Primary and noncontributory" wording. The policy includes an endorsement providing that 30 days' notice of cancellation [or coverage change] will be furnished to the certificate holder when required by a written contract. Umbrella is follow form

CERTIFICATE HOLDER**CANCELLATION**

City of Tyler P O Box 2039 Tyler TX 75710	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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Additional Named Insureds

Other Named Insureds

Bloc Design-Build LLC

Other, Insured Multiple Names

KSA Engineers, Inc.

Other, Insured Multiple Names

Legacy Bear Properties LLC

Limited Liability Company, Insured Multiple Names

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
City of Tyler	Bellwood Lift Station Abandonment and it's located in Smith County.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
City of Tyler	Bellwood Lift Station Abandonment and it's located in Smith County
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/16/2024

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Risk Strategies 12801 North Central Expy. Suite 1725 Dallas, TX 75243	CONTACT NAME: Brian R Hadar PHONE (A/C, No, Ext): (214) 323-4602 E-MAIL ADDRESS: RSCcertrequest@risk-strategies.com INSURER(S) AFFORDING COVERAGE INSURER A : QBE Insurance Corporation INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	FAX (A/C, No): NAIC # 39217
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COVERAGES **CERTIFICATE NUMBER:** 79534805 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N ☒ N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		✓	ANE64284-00	4/11/2024	4/11/2025	Per Claim/Annual Aggregate \$2,000,000

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

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: 1/1/1978

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

Brian Hadar

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ACORD 25 (2016/03)

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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 <i>Certificate of Liability Insurance</i> shall be attached. <i>See</i> lower right corner of certificate for <i>ex toto</i> 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 [<i>See</i> Section 7.3.2] ☒ Occurrence Box is Checked ☒ Per Project Box is Checked for General Aggregate Limit.
4.	Business Automobile Liability [<i>See</i> 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 [<i>See</i> Section 7.3.2]
6.	Commercial Umbrella / Excess Liability [<i>See</i> Section 7.3.2] ☒ Occurrence Box is Checked
7.	Workers Compensation and Employers Liability [<i>See</i> Section 7.3.2] ☒ WC Statutory Limits Box is Checked
	Look at the “Description of Operations . . . Special Provisions” Box. [<i>See</i> Section 7.4] [<i>See also</i> 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: [<i>See generally</i> 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 <i>[insert project name]</i>, Dated <i>[insert month and year of contract]</i>.
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 <u>Additional Insured - Owners, Lessees, or Contractors – Scheduled Person or Organization</u> AND FORM: CG 20 37 07 04 <u>Additional Insured – Owners, Lessees, or Contractors – Completed Operations</u>
OR	
Option 2	FORM: CG 20 10 07 04 <u>Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization</u> AND FORM: CG 20 37 07 04 <u>Additional Insured – Owners, Lessees, or Contractors – Completed Operations</u>
OR	
Option 3	FORM: GA 4113 11 99 <u>Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization – Your Work</u> AND FORM: GA 233 02 07 <u>Contractors’ Commercial General Liability Broadened – with coverage for Completed Operations in conformance to specific written contract</u>
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]	

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

1 of 1

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****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

KSA Engineers, Inc.
Longview, TX United States

Certificate Number:
2024-1166941

Date Filed:
05/28/2024

Date Acknowledged:

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.

103260
Professional engineering services in connection with the Bellwood Lift Station Abandonment project

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Fortner, Mitchell	Longview, TX United States	X	
	Phipps, Craig	Sugar Land, TX United States	X	
	Buck, Lanny	Longview, TX United States	X	
	Aylor, Christopher	Tyler, TX United States	X	
	Barry, Chris	Longview, TX United States	X	
	Reidy, John	McKinney, TX United States	X	

5 Check only if there is NO Interested Party.

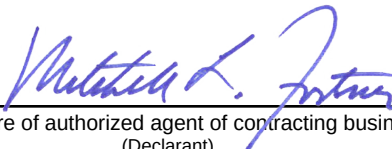
☐**6 UNSWORN DECLARATION**

My name is Mitchell L. Fortner, and my date of birth is 4/17/1962.

My address is 140 E. Tyler Street, Suite 600, Longview, TX, 75601, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Gregg County, State of Texas, on the 28th day of May, 20 24.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

Exhibit F - Procedure for Correcting Construction Defects

Check Here if this Section IS Applicable to This Contract ☐

****ONLY APPLICABLE FOR CONSTRUCTION ACTIVITIES AFFECTING CITY-OWNED BUILDINGS AND OTHER PUBLIC WORKS PROJECTS AS DEFINED IN TEX. GOV. CODE ANN., SEC. 2269.001 (6)****

EXHIBIT F is not applicable to “civil works” projects as defined in Tex. Gov. Code Ann., Sec. 2269.351

I. DEFINITIONS

- A. **“Public Works”** projects, as defined in Tex. Gov. Code Ann., Sec. 2269.001 (6), are those related to constructing, altering, or repairing a public building or carrying out any public work.
- B. **“Civil works”** projects, as defined in Tex. Gov. Code Ann., Sec. 2269.351 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.

II. NOTIFICATION OF DEFECT

- A. **ENGINEER/ARCHITECT SHALL NOTIFY OWNER IN WRITING OF ANY CONSTRUCTION DEFECT** of which the ENGINEER/ARCHITECT is aware, and which shall include any deficiency in the construction of an improvement to real property, including a deficiency in or arising out of the design, specifications, surveying, planning or supervision of the construction that is a result of:
 - i. The use of defective materials, products, or components in the construction;
 - ii. A violation of a building code applicable by law to the construction;
 - iii. A failure of the design of an improvement to real property to meet the professional standards of care applicable at the time of governmental approval of the design or as otherwise applicable if no governmental approval of the design was required or obtained; and/or
 - iv. A failure to perform the construction in accordance with the accepted trade standards for good and workmanlike construction.
- B. The E/A’s writing shall identify the specific construction defect, describe the present physical condition of the affected structure; and describe any modification, maintenance, or repairs to the affected structure made by the governmental entity or others since the affected structure was initially occupied or used.

III. PROCEDURE TO CORRECT CONSTRUCTION DEFECTS

- A. Before bringing an action asserting a claim for a construction defect under this Agreement, the OWNER must provide a written report to each party with whom the OWNER has a contract for the design, construction or construction oversight of an affected structure by certified mail, return receipt requested.
 - i. The report shall clearly identify the specific construction defect(s) on which the claim is based, which shall include any deficiency in the construction of an improvement to real property, including a deficiency in or arising out of the design, specifications, surveying, planning, or supervision of the construction that is a result of:
 - a. The use of defective materials, products, or components in the construction;
 - b. A violation of a building code applicable by law to the construction;

- c. A failure of the design of an improvement to real property to meet the professional standards of care applicable at the time of governmental approval of the design or as otherwise applicable if no governmental approval of the design was required or obtained; and/or
 - d. A failure to perform the construction in accordance with the accepted trade standards for good and workmanlike construction.
 - iii. The report shall clearly:
 - a. Identify the specific construction defect on which the claim is based;
 - b. Describe the present physical condition of the affected structure; and
 - c. Describe any modification, maintenance, or repairs to the affected structure made by the governmental entity or others since the affected structure was initially occupied or used.
- B. OWNER shall allow each party with whom the OWNER has a contract for the design or construction of an affected structure and who is subject to the claim, and any known subcontractor or supplier who is subject to the claim a reasonable opportunity to inspect any construction defect or related condition identified in the report for a period of 30 days after receiving the report.
- C. OWNER shall allow at least 120 days after the inspection to:
 - i. Correct any construction defect or related condition identified in the report; or
 - ii. Enter into a separate agreement with the governmental entity to correct any construction defect or related condition identified in the report.
- D. OWNER is not required to allow a party to make a correction or repair under Subsection II.A. if:
 - i. the party:
 - a. Is a contractor and cannot provide payment and performance bonds to cover the corrective work;
 - b. Cannot provide liability insurance or workers' compensation insurance;
 - c. Has been previously terminated for cause by OWNER; or
 - d. Has been convicted of a felony; or
 - ii. OWNER previously complied with the process required by Subsection II.A. regarding a construction defect or related condition identified in the report and:
 - a. The defect or condition was not corrected as required by Subsection II.C.i. or by an agreement under Subsection II.C.ii.; or
 - b. The attempt to correct the construction defect or related condition identified in the report resulted in a new construction defect or related condition.
- E. Recovery of Report Costs. If the report described in Subsection II.A. identifies a construction defect that is corrected or for which the OWNER recovers damages, the party responsible for that construction defect shall pay the reasonable amounts incurred by OWNER to obtain the report with respect to identification of that construction defect.
- F. These provisions do not prohibit or limit the OWNER from making emergency repairs to the property as necessary to protect the health, safety, and welfare of the public or a building occupant.

- G. Relocation of conflicting utilities.
- H. Historical, wetland, archeological, and environmental investigations and/or reporting.
- I. Categorical exclusions and nationwide permitting.
- J. Coordination, application, or permitting with any and all local, State, and/or Federal agencies other than TCEQ and TxDOT.
- K. Coordination and/or application with any and all funding agencies.
- L. Traffic control plans.
- M. Landscape architect.
- N. Stormwater pollution prevention plans, applications, and/or permitting.
- O. CCTV and/or pipe inspections.
- P. Legal services.

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

- A. Clearing of all fallen trees within existing sanitary sewer easement crossing Parks & Wildlife Dept property at 11045 Spur 164, Tyler, TX 75709.

- G. Relocation of conflicting utilities.
- H. Historical, wetland, archeological, and environmental investigations and/or reporting.
- I. Categorical exclusions and nationwide permitting.
- J. Coordination, application, or permitting with any and all local, State, and/or Federal agencies other than TCEQ and TxDOT.
- K. Coordination and/or application with any and all funding agencies.
- L. Traffic control plans.
- M. Landscape architect.
- N. Stormwater pollution prevention plans, applications, and/or permitting.
- O. CCTV and/or pipe inspections.
- P. Legal services.

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

- A. Clearing of all fallen trees within existing sanitary sewer easement crossing Parks & Wildlife Dept property at 11045 Spur 164, Tyler, TX 75709.

RESOLUTION NO. R-2024-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, DECLARING THE EXPECTATION TO REIMBURSE EXPENDITURES WITH THE PROCEEDS OF FUTURE DEBT FOR THE COSTS ASSOCIATED WITH THE BELLWOOD LIFT STATION ABANDONMENT PROJECT; AND PROVIDING AN EFFECTIVE DATE.

STATE OF TEXAS	§
	§
COUNTY OF SMITH	§
	§
CITY OF TYLER	§

WHEREAS, the City of Tyler, Texas, reserves the right to issue debt for the study and assessment of the Bellwood Lift Station Abandonment project and further intends to make certain capital expenditures with respect to the Project and currently reserves the right to reimburse the capital expenditures with proceeds of such debt; and

WHEREAS, under 26 CFR § 1.150-2, to fund such reimbursement with proceeds of tax-exempt obligations, the Issuer must declare its expectation to make such reimbursement; and

WHEREAS, the Issuer desires to preserve its ability to reimburse the capital expenditures with proceeds of tax-exempt obligations,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TYLER TEXAS:

Part 1: That the City of Tyler reasonably expects to reserve the right to reimburse capital expenditures with respect to the Project with proceeds of future potential debt hereafter which may be incurred by the issuer, and that this Resolution shall constitute a declaration of official intent under the Regulation. The maximum principal amount of obligations expected to be issued for the Project is \$1,804,750.00.

Part 2: That this Resolution shall be effective immediately upon adoption.

PASSED AND APPROVED, this the 26th day of June, 2024.

DONALD P. WARREN, MAYOR OF
THE CITY OF TYLER, TEXAS

ATTEST:

APPROVED:

CASSANDRA BRAGER, CITY CLERK

DEBORAH G. PULLUM,
CITY ATTORNEY



CITY OF TYLER CITY COUNCIL COMMUNICATION

Agenda Number. M-2

Date: June 26, 2024

Subject: Request that the City Council consider authorizing the City Manager to execute a Capitol Improvements Project contract in the amount of \$1,392,181.00 with Capps-Capco Construction, Inc. for the Shackleford Creek Lift Station Improvements and adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt and funded with Consent Decree bond funds.

Item Reference: M-2, Jan 11 2023

Shackleford Creek Lift Station is a vital part of the collection system in South Tyler. A basin of nearly 3,500 acres is collected here and pumped uphill to the Southside Wastewater Treatment Plant. The location of this lift station is prone to flooding during rain events, and the original design housed the electrical equipment in the lower portion of the building, exposing the equipment to flooding when it occurs.

Sealed bids were received for the above-referenced project on Tuesday, June 11, 2024, at 2:00 P.M. at the City of Tyler Purchasing Office and then publicly opened and read aloud in the City Council Chambers. A total of two (2) bids were received as shown below:

Capps-Capco Construction Inc. - \$1,392,181.00
Gracon Construction, Inc. - \$2,441,000.00

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to execute a Capitol Improvements Project contract in the amount of \$1,392,181.00 with Capps-Capco Construction, Inc. for the Shackleford Creek Lift Station Improvements and adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt and funded with Consent Decree bond funds.

Attachments:

[2024-06-12 101001 \(24-017\) Award Consideration Letter](#)
[06.13.24 - Resolution Form](#)

Drafted/Recommended By:

Department Leader

Jacob Yanker, Utilities Project Engineer/ Kate Dietz, PE, Director of Utilities

**Edited/Submitted By:
City Manager**

June 12, 2024

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

via email

**RE: City of Tyler
Shackleford Creek Lift Station Improvements
KSA Project No. 101001 / Bid No. 24-017
Award Consideration & Bid Tabulation**

Dear Mr. Yanker:

Sealed bids were received for the above referenced project on Tuesday, June 11, 2024 at 2:00 P.M. at the City of Tyler Purchasing Office and then publicly opened and read aloud in the City Council Chambers. A total of two (2) bids were received as shown on the attached bid tabulation.

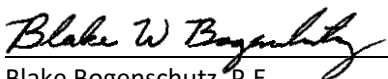
The notification and advertising process for this bid included advertisement in the local newspaper, electronic notifications to contractors and subcontractors known to perform this type of work, and presentation of the plans and specifications on www.civcastusa.com.

Capps-Capco Construction, Inc., of Tyler, Texas submitted the low total bid in the amount of \$1,392,181.00.

From the review of the information provided in the proposal and prior experience with the Contractor, the low bidder appears qualified to perform the work required and is capable of successfully completing the project.

Sincerely,

KSA Engineers, Inc.



Blake Bogenschutz, P.E.
Project Manager

Enclosure: Bid Tabulation

cc: Tracy Hicks, III, P.E., KSA
Amanda Martin, KSA
Kate Dietz, P.E., City of Tyler
Mike Norris, City of Tyler

RESOLUTION NO. R-2024-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, DECLARING THE EXPECTATION TO REIMBURSE EXPENDITURES WITH THE PROCEEDS OF FUTURE DEBT FOR THE COSTS ASSOCIATED WITH THE SHACKLEFORD CREEK LIFT STATION IMPROVEMENTS PROJECT; AND PROVIDING AN EFFECTIVE DATE.

STATE OF TEXAS	§
	§
COUNTY OF SMITH	§
	§
CITY OF TYLER	§

WHEREAS, the City of Tyler, Texas, reserves the right to issue debt for the study and assessment of the Shackleford Creek Lift Station Improvements project and further intends to make certain capital expenditures with respect to the Project and currently reserves the right to reimburse the capital expenditures with proceeds of such debt; and

WHEREAS, under 26 CFR § 1.150-2, to fund such reimbursement with proceeds of tax-exempt obligations, the Issuer must declare its expectation to make such reimbursement; and

WHEREAS, the Issuer desires to preserve its ability to reimburse the capital expenditures with proceeds of tax-exempt obligations,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TYLER TEXAS:

Part 1: That the City of Tyler reasonably expects to reserve the right to reimburse capital expenditures with respect to the Project with proceeds of future potential debt hereafter which may be incurred by the issuer, and that this Resolution shall constitute a declaration of official intent under the Regulation. The maximum principal amount of obligations expected to be issued for the Project is \$1,392,181.00.

Part 2: That this Resolution shall be effective immediately upon adoption.

PASSED AND APPROVED, this the 26th day of June, 2024.

DONALD P. WARREN, MAYOR OF
THE CITY OF TYLER, TEXAS

ATTEST:

APPROVED:

CASSANDRA BRAGER, CITY CLERK

DEBORAH G. PULLUM,
CITY ATTORNEY



CITY OF TYLER CITY COUNCIL COMMUNICATION

Agenda Number. M-3

Date: June 26, 2024

Subject: Request that the City Council consider authorizing the City Manager to purchase playground equipment for W.E. Winters Park through the Buy Board Purchasing Cooperative from Kraftsman Commercial Playgrounds & Water Parks in the amount of \$69,995.89.

Item Reference:

The playground equipment will provide a much-needed upgrade to the site amenities according to the current Tyler Parks and Recreation Master Plan. In addition, a public meeting was held at W.E. Winters Park in 2024, at which many citizens and neighborhood residents attended to give feedback and input regarding the renovation plans.

An additional quote for similar equipment was received from GameTime/Cunningham Recreation in the amount of \$72,798.26. However, the products and services from Kraftsman Commercial Playgrounds & Water Parks better met the needs of this project.

Kraftsman Commercial Playgrounds & Water Parks was selected as the vendor to provide the equipment through the Buy Board Purchasing Cooperative. The purchase comes to the total amount of \$69,995.89 for the playground equipment.

RECOMMENDATION:

Request that the City Council consider authorizing the City Manager to purchase playground equipment for W.E. Winters Park through the Buy Board Purchasing Cooperative from Kraftsman Commercial Playgrounds & Water Parks in the amount of \$69,995.89.

Attachments:

[Kraftsman Quote Q81060 Project 31253 WE Winters Park KPS-31253](#)

Drafted/Recommended By:
Department Leader

Leanne Robinette, Director of Parks and Recreation

Edited/Submitted By:
City Manager



Kraftsman
COMMERCIAL PLAYGROUNDS &
WATER PARKS
19535 Haude Road
Spring, TX 77388
Phone: (281) 353-9599 Fax: (281) 353-2265

QUOTE #Q81060

Date: 05/29/2024

Project: 31253

Created By: Ryan Slott

Quote Name: Option 1 - Smaller FX

Page 1 of 5

BILL TO

Tyler, City of ☎ 903-531-1370
Ms. Leanne Robinette
W.E. Winters Park
PO Box 2039
Tyler, TX 75710

SHIP TO

Tyler, City of ☎ 903-531-1370
Ms. Leanne Robinette
W.E. Winters Park
900 S. Peach Avenue
Tyler, TX 75701

Terms:
Percentage Completed Draws

QTY	Code	Description	Size	Weight	Color
Drawing: KPS-31253 Sheet: K.2 Date: 5.24.2024					
Option 1					
<u>Playground</u>					
	DISCBB	Proposal includes Discount on BuyBoard Purchase, BuyBoard Contract #679-22			
1	FX3-NAT212-004	Nature Themed Steel Playground for ages 2 to 12 by Superior Playgrounds			
1	UP501-KP	Stepping Boulders -Set of 3, two small and one large for ages 5-12 years by Superior Playgrounds			
1	4LT-KP	Nature Bark Log Tunnel, 4 by Superior Playgrounds	4'		
<u>Surfacing</u>					
100	EWf	Engineered Wood Fiber for playgrounds	cu. yd.		Natural
2	FABRIC	Polyspun Soil Separator, 1800 SF.	6'x300'	40	
1	APS-SWINGMAT	Swing Wear Mat, 3'x5'x2", by Action Play Systems	3'x5'x2"	135	
1	APS-SWING/SLIDE MAT	Slide Wear Mat, 40"x40"x1.5", by Action Play Systems	40"x40"x1.5"	65	
Total:				\$69,995.89	



Kraftsman

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QUOTE #Q81060

Date: 05/29/2024

Project: 31253

Created By: Ryan Slott

Quote Name: Option 1 - Smaller FX

Page 2 of 5

Special Terms and Conditions

Items not included:

These items are not included (unless separately listed in line-items of proposal):

- Finish landscaping, sodding or seeding of disturbed areas. All disturbed areas to be leveled and raked out.
- Concrete lead walks, curbing or adjoining observation concrete deck areas.
- Excavation and Drainage of area for fall surfacing.
- Removal of existing fall surface materials.
- Removal of existing equipment.
- Storm Water Pollution Controls for project site.
- Temporary security fence during construction.
- Site usage signage for use instructions, rules, safety, or emergency notifications as needed or required.
- Shade systems or site amenities.
- Anything not specifically listed in line items of proposal.

Buy Board:

Proposal is submitted with applicable discounts per Buy Board program to reflect established discounts.

Sales Tax Exempt:

Sales tax is not included in prices quoted. Customer is to supply Sales Tax Exemption or Sales Tax Resale certificate at time of acceptance of proposal, or sales tax will be added to final contract and invoicing for the project.

Insurance Terms:

Kraftsman will supply a certificate of insurance verifying the limits of coverage. See terms page for details and charges for naming additional insured parties or adding special coverage's if required.

Credit Card terms:

If paying by American Express, there is a 6% processing fee charge. If paying by Visa or Master Card, there is a 4% processing fee charge.

Monthly Progress Billings

All work completed and materials stored as of the last day of the month shall be billed on or before the 25th of said month. Payments to be received by the 15th of the following month.

Shipping Charges

Unless noted otherwise on quote, all shipping and handling charges on quote are firm for duration of 90 days.

No Bonding Included:

No performance, or payment bonds, and/or maintenance bonds are included. These are available upon request at additional cost for the bonds and processing.

Delivery and Unloading:

If Installation is purchased: Kraftsman is responsible for ensuring that adequate staff and equipment resources are available for timely off-loading, safe handling, and secure storage of equipment upon receipt from motor freight carrier of installed product shipments. Unloading of materials from the truck will potentially require material handling equipment, i.e. forklift, pallet jack(s), to properly remove equipment from the delivery truck. In Most Cases when Kraftsman is installing a project the product will be received at Kraftsman's Warehouse and stored until needed on the project. Then transported to the site at the time of installation.



Kraftsman

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QUOTE #Q81060

Date: 05/29/2024

Project: 31253

Created By: Ryan Slott

Quote Name: Option 1 - Smaller FX

Page 3 of 5

Locating for Underground Utilities:

- Kraftsman will call and arrange for utility locating with the public utilities stake out providers. All Public Utilities, including Phone, Electrical, Gas, Cable, and Fiber Optics are to be staked by 811 prior to work done by Kraftsman. Kraftsman will arrange with Public Utility Stake Out providers for a date that this is to be completed prior to Kraftsman arriving on site.
- Customer is to locate, mark, and provide information for all privately owned utilities that are not marked by the Public Utility providers, for all utility service lines below grade that are privately owned. These will include any and all of the following: electrical, water lines, gas lines, irrigation lines, sewer and storm lines, cable service lines, fiber optic or other IT lines, which are privately owned by the property owner.
- Kraftsman is not responsible for any underground utilities which are not marked or located by the owner or public utilities stake out providers. Damages to underground utilities for electrical, water, irrigation, and other listed above will not be repaired by Kraftsman and will be the owner's expense and responsibility.

Installation of Playground:

Installation quoted includes:

- A. Receiving and unloading of equipment
- B. Excavation of required footings
- C. Assembly of structure
- D. Concrete for footings
- E. All labor, tools, machinery, and equipment as necessary for installation.

Project Completion Playgrounds:

Allow 2 to 4 weeks for preparation of plans, drawings, and submittals after acceptance of proposal provided that the following has been completed and approved by the customer:

- Project product submittals reviewed, approved and returned.
- Completed Color selection sheet (signed and dated)
- Physical project address
- All contact names and phone numbers
- Exemption certificate
- Deposit per contract

Allow adequate time for processing and procuring construction permits if required.

Allow approximately 3 to 6 weeks for project completion upon equipment delivery from manufacturer (see Lead Time Note for ship times from manufactures), issuance of building permits if required, weather permitting.

Lead Times Playgrounds:

Lead Times are after approval of all Initial submittals/colors (see Project Completion Note for additional information on submittal times), and begin once the order is placed with the manufacturer.

Superior Playground Themed Playgrounds and FX Tower playgrounds- lead time for items to ship is 14-18 weeks depending on if unit requires engineering



Kraftsman

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QUOTE #Q81060

Date: 05/29/2024

Project: 31253

Created By: Ryan Slott

Quote Name: Option 1 - Smaller FX

Page 4 of 5

Force Majeure:

Each Party shall be excused from liability for the failure or delay in performance of any obligation under this Agreement (other than failure to make payment when due) by reason of any event beyond such Party's reasonable control including but not limited to Acts of God, fire, flood, explosion, earthquake, pandemic flu, or other natural forces, governmental orders or directives, war, civil unrest, acts of terrorism, accident, destruction or other casualty, any lack or failure of transportation facilities, any lack or failure of supply of raw materials, or any other event similar to those enumerated above. Such excuse from liability shall be effective only to the extent and duration of the event(s) causing the failure or delay in performance and provided that the Party has not caused such event(s) to occur. Notice of a Party's failure or delay in performance due to force majeure must be given to the other Party within (20) days after its occurrence has become identified by the Party. All delivery dates under this Agreement that have been affected by force majeure shall be tolled for the duration of such force majeure. In no event shall any Party be required to prevent or settle any labor disturbance or dispute, or to act outside of compliance with governmental orders or directives. □

Storage Fees:

Please review lead times for production and shipping, If for whatever reason customer or customer's site is not ready for installation of product within 4 weeks of arrival from manufacturer at Craftsman warehouse, a storage fee equal to 2% of the product will be incurred monthly to be paid at time of installation.

Initials _____



Kraftsman

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Spring, TX 77388
Phone: (281) 353-9599 Fax: (281) 353-2265

QUOTE #Q81060

Date: 05/29/2024

Project: 31253

Created By: Ryan Slott

Quote Name: Option 1 - Smaller FX

Page 5 of 5

General Terms and Conditions

Bill To:

Tyler, City of

Ship To:

Tyler, City of

Terms:

Percentage Completed Draws

CONDITIONS OF SALE

1. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the contract.
2. No returns of merchandise will be accepted unless previously authorized in writing by Craftsman. All returns are subject to restocking fee of 25% plus freight charges incurred for return to original shipment origination.
3. Title for all equipment is reserved by Craftsman Commercial Playgrounds and Water Parks until payment in full is received. The right to enter the property and repossess said equipment is hereby granted to Craftsman Commercial Playgrounds and Water Parks if payment is not rendered in accordance with the terms above. All payments made prior to repossession under this contract shall be forfeited to Craftsman Commercial Playgrounds and Water Parks as cost incurred to recover the equipment. Repossession of product does not waive any damages or costs due as awarded by the court.
4. All collections or litigation concerning this contract shall be governed by the laws of the State of Texas, with venue in Harris County.
5. Craftsman warrants the merchandise on this proposal to be up to the manufacturers published standards as to material and workmanship. See catalogs or attached drawings for specific layouts, warranties, and specifications.
6. Craftsman reserves the right to review contract for final acceptance by management and to make corrections of clerical errors.
7. A service charge of 1.5% per month will be assessed on all past due amounts.
8. Payments to Craftsman by credit card will incur a processing fee of 4% for Visa and MasterCard, and 6% for American Express
9. Installation services include all labor, equipment required to complete the job, and insurance coverage's as required by law. Extra installation charges will incur for abnormal sub surfaces, ie. rock, landfill, etc. Price quoted includes Craftsman's standard insurance coverages of \$2 million in General Liability & Completed operations, \$1 million in Automobile Liability, \$1 million per occurrence/\$2 aggregate in Workman's Compensation. Any charges by Craftsman's insurance carrier or agents for adding General Contractor or Owner as additional insured, waivers of subrogation, or changes to standard coverage shall be added to contract charges. No performance bond or labor and material payment bonds shall be provided by Craftsman, unless listed as individual line item in proposal.
10. Craftsman Commercial Playgrounds and Water Parks is not liable for damages to underground utilities, and irrigations systems during installation. It is the customers responsibility to locate all underground utilities.
11. Building permits required by local or state authorities & municipalities are not included and are the responsibility of the owner of the property, unless specifically included as a line item in the proposal. If you want Craftsman to handle required permitting please contact our office and we will provide a quote if not included as a line item within this proposal.
12. This proposal may be withdrawn by Craftsman if not accepted within thirty (30) days.

Respectfully Submitted

Ryan Slott

Date May 29, 2024

Acceptance of Proposal:

The prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. If contract is placed with an attorney for suit or collection through probate, bankruptcy or other legal proceedings, customer agrees to pay all expenses and reasonable attorney fees incurred. Any verbal instructions, agreements, or promises are not valid unless written as part of this contract.

Authorized Signature _____

PO#: _____

Printed Name & Title _____

Date of Acceptance _____

Authorized Signature _____

Printed Name & Title _____

WE STRONGLY RECOMMEND A RESILIENT FALL SURFACE BE INSTALLED UNDER ALL PLAY & FITNESS EQUIPMENT

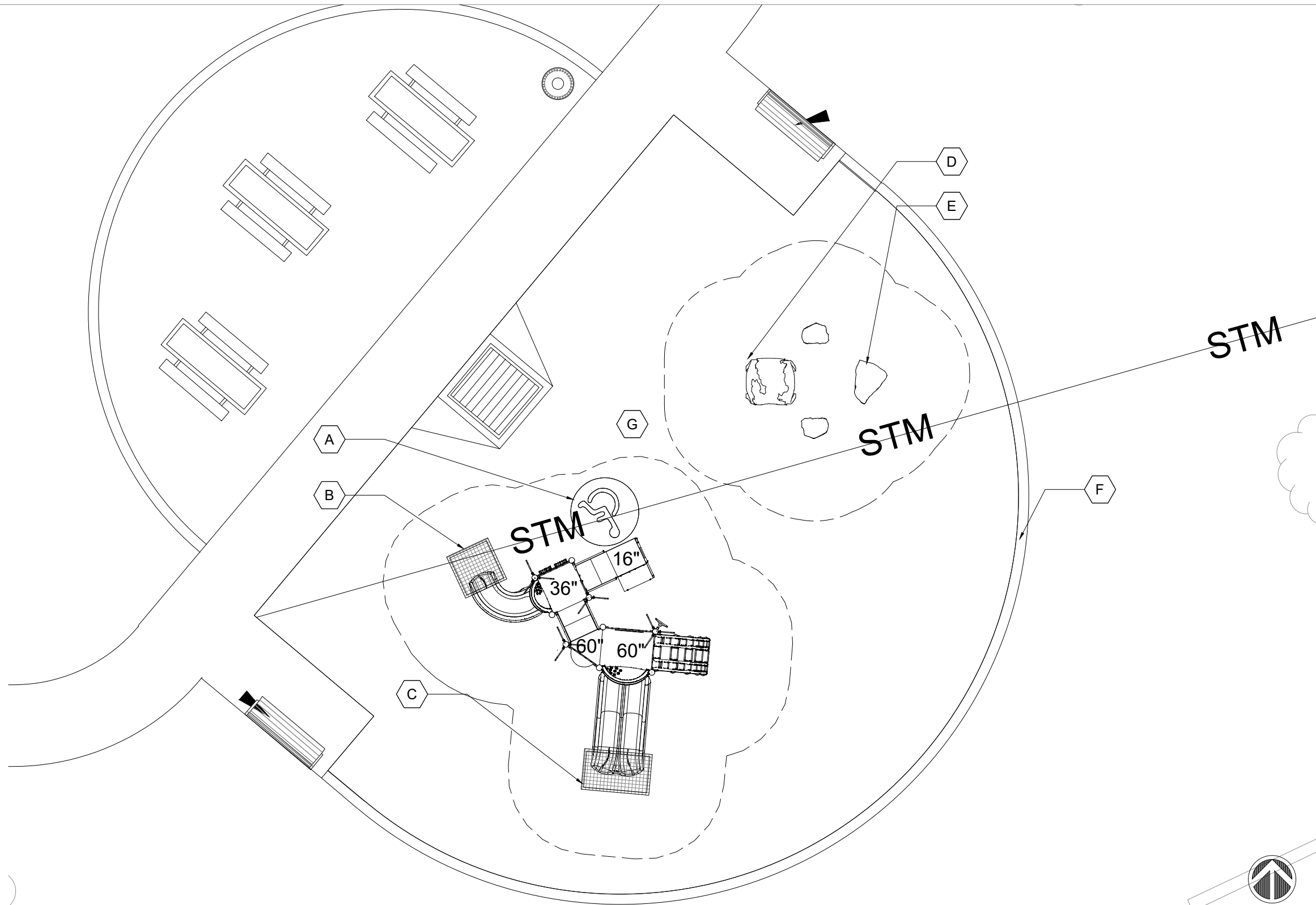
Thank You! We Appreciate Your Business!



W.E. Winters Park by Kraftsman
Option 1



PLAYGROUND PLAN SCHEDULE		
○	DESCRIPTION	QTY
NAME: FX3-NAT212-004		
TYPE: 3.5 STEEL		
A	CAPACITY: 27	1
AGE: 2-12		
FALL HEIGHT: 5'		
B	40" X 40" Mat	1
C	3' X 5' Mat	1
D	4' Log Tunnel 4LT	1
E	Stepping Boulders (3) UP501	1
F	Border By Others	1
G	EWf Surfacing	2102 SF



PRELIMINARY DESIGN - NOT FOR CONSTRUCTION

W.E. Winters Park
Tyler, TX

Project 31253
Option 1

Sheet K.2

Designer HM

Date 05.24.2024

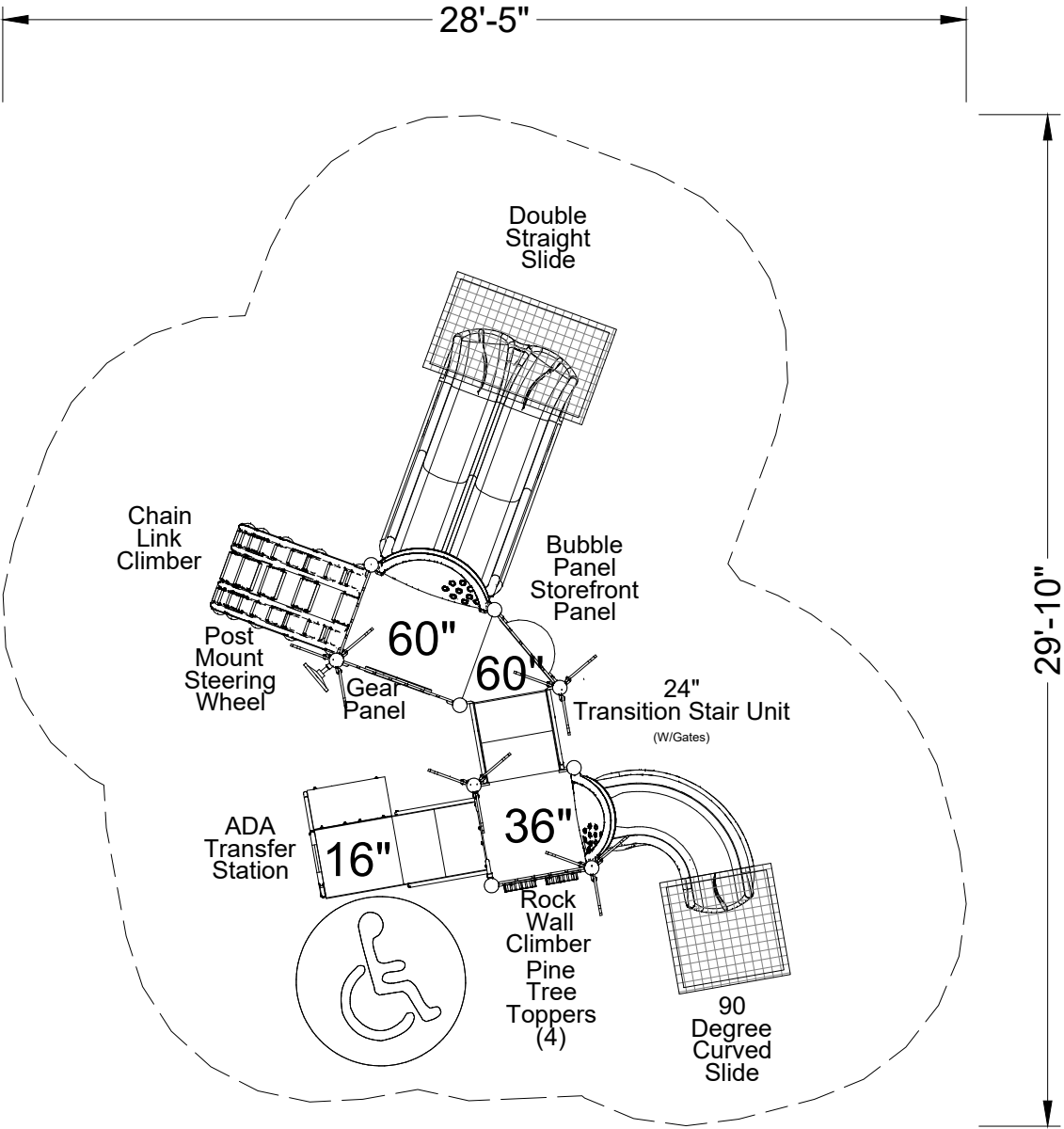
Drawing Name KPS-31253

View Playground Plan

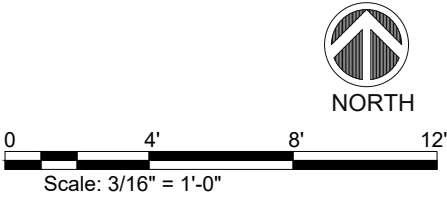
Sales Rep. Ryan Slott



PLAY UNIT INFORMATION	
TYPE	3.5" STEEL
NAME	FX3-NAT212-004
CAPACITY	27
FALL HEIGHT	5'
AGE RANGE	2-12



PRELIMINARY DESIGN - NOT FOR CONSTRUCTION



W.E. Winters Park
Tyler, TX

Project 31253 Option 1	Sheet K.2.1	Designer HM	Date 05.24.2024
Drawing Name KPS-31253	View Play Unit Plan	Sales Rep. Ryan Slott	

IF THIS FILE HAS BEEN TRANSMITTED ELECTRONICALLY, THE ORIGINAL IS IN THE OFFICE OF KRAFTSMAN PLAYGROUND & WATER PARK EQUIPMENT. THE ELECTRONIC DOCUMENT WAS RELEASED BY KRAFTSMAN FOR A SPECIFIC USE. NO OTHER USE OR MODIFICATION MAY BE MADE WITHOUT THE WRITTEN CONSENT OF KRAFTSMAN PLAYGROUND & WATER PARK EQUIPMENT. ALL INSTRUMENTS OF SERVICE, INCLUDING ORIGINAL DRAWINGS, AND SPECIFICATIONS PREPARED BY KRAFTSMAN PLAYGROUND & WATER PARK EQUIPMENT SHALL REMAIN THE PROPERTY OF KRAFTSMAN AND MAY NOT BE USED FOR ANY PURPOSES NOT SPECIFICALLY AGREED TO IN WRITING BY KRAFTSMAN. ALL REPRODUCTIONS OF THE INSTRUMENTS OF SERVICE SUPPLIED TO THE OWNER MAY BE USED BY THE OWNER FOR ANY PURPOSES RELATED TO THE SUBJECT PROPERTY. IN THE EVENT THAT ANY CHANGES ARE MADE IN THE PLANS AND/OR SPECIFICATIONS BY THE OWNER OR PERSONS OTHER THAN KRAFTSMAN, ANY AND ALL LIABILITY ARISING OUT OF SUCH CHANGES SHALL BE FULL RESPONSIBILITY OF THE OWNER UNLESS OWNER HAS RECEIVED KRAFTSMAN'S WRITTEN CONSENT FOR SUCH CHANGES.



PLAYGROUND PLAN SCHEDULE		
	DESCRIPTION	QTY
A	NAME: FX3-NAT212-004	
	TYPE: 3.5 STEEL	
	CAPACITY: 27	1
	AGE: 2-12	
	FALL HEIGHT: 5'	

PRELIMINARY DESIGN – NOT FOR CONSTRUCTION

Graphic Representation.
Refer to drawings/quotes for items included and not included.

W.E. Winters Park
Tyler, TX

Project 31253 Option 1	Sheet K.2.4A	Designer MZB	Date 05.24.2024
Drawing Name KPS-31253	View Playground Details	Sales Rep. Ryan Slott	



PLAYGROUND PLAN SCHEDULE		
	DESCRIPTION	QTY
NAME: FX3-NAT212-004		
TYPE: 3.5 STEEL		
A	CAPACITY: 27	1
	AGE: 2-12	
	FALL HEIGHT: 5'	
B	40" X 40" Mat	1
C	3' X 5' Mat	1
D	4' Log Tunnel 4LT	1
E	Stepping Boulders (3) UP501	1



PRELIMINARY DESIGN – NOT FOR CONSTRUCTION

W.E. Winters Park
Tyler, TX

Graphic Representation.
Refer to drawings/quotes for items included and not included.

Project 31253 Option 1	Sheet K.2.4B	Designer MZB	Date 05.24.2024
Drawing Name KPS-31253	View Playground Details	Sales Rep. Ryan Slott	



**CITY OF TYLER
CITY COUNCIL COMMUNICATION**

Agenda Number. C-A-1

Date: June 26, 2024

Subject: Request that the City Council consider approving the final payment and retainage to Morton Enterprise in the amount of \$13,787.78, for the 2024 Asphalt Crack Seal Project.

Item Reference: C-A-22 December 13, 2023

On December 13, 2023, the City Council authorized the award of the 2024 Asphalt Crack Seal Project to Morton Enterprise in the amount of \$491,119.00. The construction has been completed and the total cost of the project is \$459,592.78, which is \$31,526.22 under the contract amount.

This request is for approval of final payment and retainage in the amount of \$13,787.78.

FUNDING:
General Fund 103 - \$214,033.28
Half Cent - \$245,559.50

RECOMMENDATION:

RECOMMENDATION:

It is recommended that the City Council approve the final payment of \$13,787.78, to Morton Enterprise, for the 2023 Asphalt Crack Seal Project.

Attachments:

[CITY OF TYLER - INVOICE 2024 \(5\) Final Retainage](#)

Drafted/Recommended By:
Department Leader Darin Jennings, P.E., City Engineer

Edited/Submitted By:
City Manager

Morton Enterprise
1384 County Road 1195
Yantis, TX 75497

TO:

Gary Cannon
CITY OF TYLER
P.O. BOX 2039
TYLER, TX. 75710

ESTIMATE #:	5 Final
PROJECT #:	23-087
DATE:	5/6/2024

PROJECT NAME: 2024 Asphalt Crack Seal Project

CONTRACT AMOUNT: **\$491,119.00**

ITEM #	DESCRIPTION	UNIT	(A)	(B)	(C)	(D)	(E)	(F)	(G)
			ORIGINAL PROJECT ESTIMATE	CONTRACT UNIT PRICE	CONTRACT BID AMOUNT	PREVIOUSLY COMPLETED WORK	WORK COMPLETED THIS PERIOD	WORK COMPLETED TO DATE	(B) X (F) COST WORK COMPLETED
712-A	Hot Crack Sealant	LB	120,000	\$ 2.10	\$252,000.00	110,940.00	37,571.43	148,511.43	\$311,874.00
351	Flexible Pavement Structure Repair	TONS	650	\$ 219.00	\$142,350.00	478.62	28.00	506.62	\$110,949.78
502	Barricades, signs and traffic control	LS	1	\$ 36,769.00	\$36,769.00	31,253.65	5,515.35	1.00	\$36,769.00
800	Allowance for Contingency	LS	1	\$ 60,000.00	\$60,000.00	0.00	0.00	0.00	\$0.00

TOTAL COMPLETED & STORED TO DATE	\$459,592.78
LESS 3% RETAINAGE	\$0.00
TOTAL EARNED LESS RETAINGE	\$459,592.78
LESS PREVIOUS PAID APPLICATIONS	\$445,805.00
LESS PREVIOUS UNPAID APPLICATIONS	\$0.00
CURRENT PAYMENT DUE	\$13,787.78



CITY OF TYLER CITY COUNCIL COMMUNICATION

Agenda Number. C-A-2

Date: June 26, 2024

Subject: Request that the City Council consider authorizing the City Manager to declare the designated vehicles as surplus and ready to be auctioned.

Item Reference:

The Vehicle Services Department has prepared a list of units to be declared surplus and ready for auction upon approval by the City Council.

See attached auction list.

Proceeds from the sale of these units will be deposited in Vehicle Services Account 640-0000-361.57-20.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to declare the designated vehicles as surplus and ready to be auctioned.

Attachments:

[Auction List July 2024](#)

Drafted/Recommended By:

Department Leader Stan Stoffregen Fleet Manager

Edited/Submitted By:

City Manager

Unit#	Description	Department	Miles/Hrs	Reason	Auction Notes
00239	2006 F150	Solidwaste	75,524	replacement	
00362	2003 Chevy Tahoe	Police	137,267	replacement	
00369	2006 F150	Parks	104,496	replacement	
00626	2000 F350 Fire Brush Truck	Fire	11,883	replacement	
02233	2002 F350 / 12530 sand spreader	Street	58,197	replacement	
09983	2009 International bus	transit	345,120	replacement	
10235	2010 F150 Crew Cab	Water Dist	84,404	replacement	
10238	2010 F150 Ext Cab	NBS	133,333	replacement	
11259	2011 F150 Reg Cab	Water Dist	122,213	replacement	
11987	2011 International bus	transit	266,450	replacement	
12295	2012 Sewer Camera Van	Waste Collection	70,270	replacement	Purple Wave
14232	2015 F350	Water Dist	117,364	replacement	
14663	2015 Freightliner M2 Dump Body	Street	7707 hours	replacement	
14743	2014 CCC / Heil multipack	SW Resi	10351 hours	replacement	Purple Wave
15459	2015 John Deere Back Hoe	Waste Collection	4756 hours	replacement	Purple Wave
15748	2015 Mack / Heil Multipack	SW Resi	568	replacement	Purple Wave
15805	2015 F150 Crew cab	Police	96,411	wrecked	
16304	2016 F250 Transit Van	Water Dist	106,335	replacement	
16827	2016 Chevy Tahoe	Police	100,205	replacement	
16828	2016 Chevy Tahoe	Police	77,480	replacement	
16992	2016 Chevy 4500 Arboc bus	transit	267,388	replacement	blown engine
17838	2017 Ford Explorer	Police	107,550	replacement	
17839	2017 Ford Explorer	Police	83,882	replacement	
17840	2017 Ford Explorer	Police	84,754	replacement	
17841	2017 Ford Explorer	Police	80,363	replacement	
17842	2017 Ford Explorer	Police	88,298	replacement	
17845	2017 Ford Explorer	Police	79,848	replacement	
17846	2017 Ford Explorer	Police	90,423	replacement	
17850	2017 Ford Explorer	Police	88,214	replacement	
18279	2018 F250 4X4 Reg Cab	Water Plant	115,207	replacement	
18722	2018 Macl LR 613 / Heil side load	SW Resi	10172 hours	replacement	Purple Wave
18723	2018 Macl LR 613 / Labrie side load	SW Resi	10489 hours	replacement	Purple Wave
18724	2018 Freightliner / Labrie mini max	SW Resi	2582 hours	replacement	Purple Wave
18725	2018 Mack LR613 Labrie side load	SW Resi	8706 hours	replacement	Purple Wave
18726	2018 Mack LR613 Labrie side load	SW Resi	9,437	replacement	Purple Wave
19829	2019 Chevy Tahoe	Police	88,102	replacement	
19882	2019 Dodge Charger	Police	85,631	replacement	
19886	2019 Dodge Charger	Police	88,631	replacement	



CITY OF TYLER CITY COUNCIL COMMUNICATION

Agenda Number. C-A-3

Date: June 26, 2024

Subject: Request that the City Council consider adoption of a Resolution authorizing the City Manager, or the City Manager's Designee, to execute any necessary documents for the application, receipt, and expenditure of grant funds from the United States Department of Energy's Energy Efficiency and Conservation Block Grant (EECBG) Program in the amount not to exceed \$162,770.00.

Item Reference: **City Council Agenda 4/12/2023, M-3**

The Infrastructure Investment and Jobs Act (IIJA) created an Energy Efficiency and Conservation Block Grant (EECBG) Program. The Department of Energy is responsible for the administration of the EECBG Program through formula and competitive grants. The EECBG Program assists eligible states, units of local government, and Indian Tribes in implementing strategies to:

- Reduce fossil fuel emissions in a manner that is environmentally sustainable and, to the maximum extent practicable, maximizes benefits for local and regional communities;
- Reduce the total energy use of the eligible entities; and
- Improve energy efficiency in the transportation sector, the building sector, and other appropriate sectors.
- Build a clean and equitable energy economy that prioritizes disadvantaged communities and promotes equity and inclusion in workforce opportunities and deployment activities, consistent with the Justice40 Initiative.

Based on grant formulas set by the program, the City of Tyler has been allocated \$162,770.00 for eligible activities. The City of Tyler qualifies to apply for a voucher. This is a reimbursable program in that, after the award, the City must incur the costs and submit for reimbursement.

Currently, the City intends to utilize the funds for the replacement of High Pressure Sodium/Mercury Vapor street light fixtures with energy-efficient LED light fixtures to provide energy savings for the City of Tyler, reduced maintenance costs, and safety benefits.

The funds are anticipated to be utilized for the purchase of fixtures and contracting out installation. The final number of fixtures that will be replaced is yet to be determined but current plans are to replace 245 High Pressure Sodium/Mercury Vapor fixtures with LED

fixtures.

RECOMMENDATION:

It is requested that the City Council consider adoption of a Resolution authorizing the City Manager, or the City Manager's Designee, to execute any necessary documents for the application, receipt, and expenditure of grant funds from the United States Department of Energy's Energy Efficiency and Conservation Block Grant (EECBG) Program in the amount not to exceed \$162,770.00.

Attachments:

[Resolution - EECBG Grant](#)

Drafted/Recommended By:
Department Leader

Cameron L. Williams, PE, PTOE, PTP, Traffic Engineer

Edited/Submitted By:
City Manager

RESOLUTION NO. R-2024-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, AUTHORIZING THE CITY MANAGER, OR THE CITY MANAGER'S DESIGNEE, TO EXECUTE ANY NECESSARY DOCUMENTS FOR THE APPLICATION, RECEIPT, AND EXPENDITURE OF GRANT FUNDS IN THE AMOUNT NOT TO EXCEED \$162,770 FROM THE UNITED STATES DEPARTMENT OF ENERGY'S ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT (EECBG) PROGRAM FOR THE PURPOSE OF CONTINUING ENERGY EFFICIENCY PROJECTS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, it is the intent of the City Council to protect the public health, safety and welfare; and

WHEREAS, the United States (U.S.) Department of Energy's Energy Efficiency and Conservation Block Grant (EECBG) Program has allocated funding to the City of Tyler for energy-efficient projects; and

WHEREAS, the EECBG Program assists eligible states, units of local government, and Indian Tribes in implementing strategies to reduce fossil fuel emissions in a manner that is environmentally sustainable and, to the maximum extent practicable, maximizes benefits for local and regional communities; and

WHEREAS, the EECBG Program will assist in reducing the total energy use of and improving the energy efficiency in the City of Tyler; and

WHEREAS, the City of Tyler intends to utilize the EECBG grant funds for the replacement of High Pressure Sodium/Mercury Vapor street light fixtures with energy-efficient LED light fixtures to provide energy savings for the City of Tyler, reduced maintenance costs, and safety benefits; and

WHEREAS, the EECBG is a reimbursable grant in that, after the award, the City must incur the eligible costs and submit such incurred costs for reimbursement; and

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 application for and acceptance of the U.S. Department of Energy's Energy Efficiency and Conservation Block Grant (EECBG) Program in the amount not to exceed \$162,770.00.

Part 2: That the City Manager, or the City Manager's designee, are hereby designated as the City of Tyler's authorized officials and are hereby authorized to apply for, reject, alter, terminate, provide such additional information as may be required, and/or take all necessary actions, including the use and expenditure of funds, related to the grant on behalf of the City of Tyler;

Part 3: That the City Council hereby resolves and affirms to the U.S. Department of Energy that the City of Tyler has the legal authority to apply for the EECBG Program, execute the proposed projects, and, if necessary, finance the proposed projects.

Part 4: That the City of Tyler hereby resolves and affirms to the U.S. Department of Energy, the City of Tyler's intent to comply with all of the assurances outlined in the EECBG Program and all laws, regulations, and circulars incorporated by reference in the EECBG Program.

Part 5: That this Resolution shall be effective immediately upon adoption.

PASSED AND APPROVED, this the _____ day of _____, 2024.

DONALD P. WARREN,
MAYOR OF THE CITY OF TYLER,
TEXAS

A T T E S T:

APPROVED:

CASSANDRA BRAGER, CITY CLERK

DEBORAH G. PULLUM, CITY
ATTORNEY



CITY OF TYLER CITY COUNCIL COMMUNICATION

Agenda Number. C-A-4

Date: June 26, 2024

Subject: Request that the City Council consider authorizing the City Manager to ratify the purchase of a 20ft dump trailer from Kearney Trailers in the amount of \$24,789.75 and Super Star Storage for \$25,494.72.

Item Reference:

On June 3, 2024, the City of Tyler experienced violent storms that caused major damage throughout the city. These are considered emergency purchases as per line c below. Vehicle Services (VES) conducted an informal bid with City specified options and the results are listed below:

Emergency Purchase: Occasionally there may be an emergency need where bidding is not practical due to time constraints and the risk posed to the City and residents by not making the purchase immediately. State law allows for emergency purchases under strict guidelines as outlined below (Texas Local Government Code Chapter 252.022). In order for a purchase to qualify as an emergency purchase, it must fit one of the criteria below. Purchases that do not fall within the below criteria are not considered emergency purchases and therefore must go through the regular purchasing process as outlined under the Purchasing Procedures and Guidelines section in this policy. If quotes were not obtained due to an emergency purchase, the requisition requesting a purchase order, Direct Payment Request or procurement card documents shall include an explanation of the conditions which make the purchase an emergency. Emergency purchases utilizing current city price agreements can be made immediately and are exempt from the below requirements (these contracts have already been competitively bid and City Council approved).

- a.) A procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality;
- b.) A procurement necessary to preserve or protect the public health or safety of the municipality's residents;
- c.) A procurement necessary because of unforeseen damage to public machinery, equipment, or other property.

Vehicle Services contacted all local trailer dealers to procure two (2) 20 ft dump trailers for emergency tree removal and clean up.
Two vendors had the trailers we needed.

Super Start Storage - \$25,494.72

Kearney Trailer - \$24,789.75

Coker Trailers does not build dump trailers for sale.

Big Tex Trailers does not sale any trailers larger than 14ft.

Brazos Trailer has a 20 week lead time.

Top Line Trailer does not sale trailers bigger than 16ft.

Funding was from account 640-0661-641-2604.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to ratify the purchase of a 20ft dump trailer from Kearney Trailers in the amount of \$24,789.75 and Super Star Storage for \$25,494.72.

Attachments:

[superstar storage dump trailer](#)

[kearney dumptrailer](#)

Drafted/Recommended By:

Department Leader

Stan Stoffregen Fleet Manager

Edited/Submitted By:

City Manager

Superstar Trailers LLC

3458 Us Hwy 175
Kaufman, TX 75142

Estimate

Date	Estimate #
6/5/2024	968

Name / Address
City of Tyler 903-570-4348 410 w oakwood tyler tx 75702

			Project
Description	Qty	Cost	Total
83x20 Rawmaxx Dump 20k GVWR	1	24,999.99	24,999.99
VIN#3EVG2024R1108960			
Registration		266.75	266.75
Documentation Fee		150.00	150.00
Inventory Lot Fee		49.99	49.99
Temp Tag		15.00	15.00
Safety Package		12.99	12.99T
Sales Tax		8.25%	1.07
Trey			Total \$25,495.79

Customer Signature _____

Standard Features:

COUPLER: 2-5/16" ROUND ADJUSTABLE
 SAFETY CHAIN: 3/8" CHAIN W/SAFETY HOOKS
 JACK: TWO - 12,000# DROP LEG
 PLUG: 7 - WAY MOLDED PLUG HARNESS
 LIGHTS: LED RUNNING, STOP, TURN & RUBBER MOUNTED CLEARANCE
 SUSPENSION: EQUALIZER / SLIPPER SPRINGS SYSTEM
 AXLES: TWO - 10K AXLES / OIL BATH
 BRAKES: TWO - ELECTRIC BRAKE W/BREAK AWAY & CHARGER
 TIRES: NEW ST235/80/R/16" RADIALS LOAD RANGE "E" 10-PLY
 WHEELS: 8 - DUAL HOLE POWDER COATED SILVER MODS
 TAILGATE: DOUBLE BUTTERFLY SWING OUT
 TIE DOWNS: (4) 5/8" D-RINGS TIE DOWNS ON INSIDE OF BED
 STORAGE/RACK: LOCKABLE PUMP UNIT & BATTERY BOX, SPARE RACK
 BATTERY: DEEP CYCLE 12V MARINE BATTERY W/110V CHARGER
 RAMPS: 7'6" SLIDE IN RAMPS
 SIDES: 48" 10GA SOLID SMOOTH SHEET METAL
 FRAME: 12" X 19# I-BEAM , W/SAFETY ARM FOR DUMP BED
 NECK: 12" X 16# I-BEAM NECK & RISERS
 CROSSMEMBERS: 3" CHANNEL, 16" ON CENTERS
 FLOOR: 7-GA SOLID SMOOTH SHEET METAL
 WIDTH: 91.5" INSIDE BOX
 LIFT: SCISSOR LIFT, ELEC/HYD. POWER UP & DOWN
 TARP: CRANK STYLE ROLL TARP
 STICKERS: WARNING & SAFETY/DOT & REFLECTIVE KEARNEY LOGOS
 EXT. FINISH: "BLACK" DURABLE HIGH GLOSS FINISH
 WARRANTY: A FULL "LIMITED ONE YEAR" KEARNEY GUARANTY

Stock #: 140972 **Model:** GTDP240 9220 **Model Year:** 2024

Description: 7'8" X 20'0" 24K-GVWR GOOSENEC K DUAL TANDEM AXLE DUMP TRAILER

Size: **Hitch:** GN **VIN:** 4R7GD2023RC237175

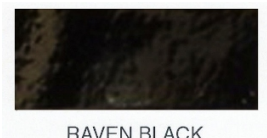
Color: BLACK **GVWR:** 24000

Options: **Base Price:** 24,448.00

STANDARD PIN STRIPES .00



BLACK .00





Prepared For: 85073
CITY OF TYLER
410 W OAKWOOD
TYLER, TX 75702
UNITED STATES
Phone: 903-531-1323
Email: DSCHRECK@TYLERTEXAS.COM

Quote# 01-132348

07-JUN-24

Quote valid for 30 days

Total Price: 24,448.00

Item Total	24,448.00
Fees	341.75
Total Quoted Price	24,789.75

Prepared by: _____
KEARNEY TRAILERS, LLC.



CITY OF TYLER CITY COUNCIL COMMUNICATION

Agenda Number. C-A-5

Date: June 26, 2024

Subject: Request that the City Council consider authorizing the City Manager to execute a contract amendment in the amount of \$30,000 with KSA Engineers, Inc., for additional services related to the Southside Wastewater Treatment Plant Aeration Basin and Final Clarifier Improvements project.

Item Reference: **Agenda Item C-A-6; 09-13-2023, Agenda Item M-3; 03-22-2023**

On March 22, 2023, City Council approved a contract in the amount of \$1,745,800, with KSA Engineers, Inc., for the Southside Wastewater Treatment Plant Aeration Basin and Final Clarifier Improvements project. Additional geotechnical services were needed to determine groundwater conditions for dewatering the final clarifiers since they do not have foundation dewatering systems. Amendment #1 was approved by Council on September 13, 2023 in the amount of \$21,850.

Upon further investigation, it was determined that the grit classifiers will need to be replaced, the caustic system will need to be demolished, and the sludge will need to be removed out of aeration basin 3. The design portion for this additional work will cost \$30,000. The work is expected to add approximately \$250,000 to the overall construction cost.

RECOMMENDATION:

Request that the City Council consider authorizing the City Manager to execute a contract amendment in the amount of \$30,000 with KSA Engineers, Inc., for additional services related to the Southside Wastewater Treatment Plant Aeration Basin and Final Clarifier Improvements project.

Attachments:

[Amendment 2](#)
[Southside WWTP OPCC](#)

Drafted/Recommended By:
Department Leader

Nikki Ingram, P.E./Kate Dietz, P.E., Director of Utilities

Edited/Submitted By:
City Manager



STATE OF TEXAS

§

**STANDARD FORM OF AGREEMENT
FOR PROFESSIONAL CONSULTING
SERVICES**

COUNTY OF SMITH

§

This AGREEMENT is entered into, with an Effective Date of
[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 **KSA Engineers, Inc.** (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 **"Southside Wastewater Treatment Plant Improvements (Amendment 2)"** (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,	=	<u>\$30,000.00</u>
Not-to-Exceed		
- Hourly/Reimbursable Expenses	=	<u>\$0.00</u>
- Total Contract Price	=	<u>\$30,000.00</u>

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 Aylor, P.E.
6781 Oak Hill Blvd
Tyler, Texas

OWNER:

City of Tyler
Attn: Kate Dietz, 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: _____

City Manager	Date
--------------	------

Edward Broussard

Printed Name

By: _____
City Clerk

Cassandra Brager

Printed Name

APPROVED:

RECOMMENDED:

By: _____
City Attorney's Office Date

Printed Name _____

By: _____

Department Leader	Date
-------------------	------

Printed Name _____

CITY COUNCIL APPROVAL:

AGENDA ITEM NUMBER:

DATE APPROVED: _____

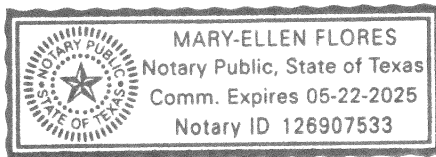
FOR THE E/A:

By: *Joncie Young* 5/6/2024
Director of Client Services Date

Joncie H. Young
Printed Name

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared JONCIE YOUNG, who is known to me, or who was proved to me through KSA ENGINEERS 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 6th day of MAY, 2024.



Mary-ellen Flores
Notary Public In and For The State of Texas

My Commission Expires: 5/22/2025 MARY-ELLEN FLORES
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 F – Procedure for Correcting Construction Defects

(Applicable only to construction contracts affecting City-owned buildings and other public works)

Exhibit A - E/A's Scope of Service

Exhibit A
ENGINEER'S Scope of Service
Southside Wastewater Treatment Plant Improvements
Amendment 2
KSA Contract No. 101032

This Agreement constitutes authorization by the City of Tyler (OWNER) for KSA Engineers, Inc. (ENGINEER) to provide engineering services for the **Southside Wastewater Treatment Plant Improvements - Amendment 2** (hereinafter called the Project).

PROJECT DESCRIPTION

Project consist of improvements located at the City of Tyler's Southside Wastewater Treatment Plant. WWTP Improvements include rehabilitation of two (2) grit classifiers, two (2) aeration basins, two (2) final clarifiers, return activated sludge pump station, digested sludge pump station, and associated electrical and controls improvements.

The scope of services is based on the design of one (1) construction project with an opinion of probable construction cost of \$12,000,000.

SCOPE OF SERVICES

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

- 1 Basic Services of ENGINEER: The ENGINEER is hereby authorized to perform the following basic services:
 - 1.2 Study and Report Phase: Not used.
 - 1.3 Preliminary Design Phase: Provide services as stated in Section 1.3 of the Agreement.
 - 1.4 Final Design Phase: Provide services as stated in Section 1.4 of the Agreement.
 - 1.5 Bidding or Negotiating Phase: Provide services as stated in Section 1.5 of the Agreement.
 - 1.6 Construction Phase: Provide services as stated in Section 1.6 of the Agreement.
 - 1.7 Operational Phase: Not used
- 2 Additional Services of ENGINEER: The ENGINEER is hereby authorized to perform the following additional services:
 - A. Design Surveying
 - B. Resident Project Representative
 - C. Reimbursable Expenses (Printing, Postage, Mileage, etc.)
 - D. Geotechnical Investigation
- 3 ENGINEER's Exclusions:
 - A. Study and report preparation
 - B. Subsurface utility engineering and utility potholing
 - C. Historical & archeological investigation and report;

- D. Wetland investigations, archeological investigations, environmental investigations, categorical exclusions, nationwide permits;
 - E. Coordination, application, or permitting with any and all local, State, and/or Federal agencies other than TCEQ.
 - F. Stormwater pollution plans, applications, and/or permits;
 - G. The relocation of utilities;
 - H. Traffic control plans
 - I. Hydraulic studies
- 4 OWNER's Responsibilities: The OWNER's responsibilities shall be as described in SECTION 3 of the ENGINEERING CONTRACT in addition to the following responsibilities: Consultant authorization and associated payments to consultant for hydraulic capacity evaluations

Exhibit B - E/A's Project Schedule

Exhibit B
Project Schedule
Southside Wastewater Treatment Plant Improvements
Amendment 2
KSA Contract No. 101032

PROJECT SCHEDULE

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

1. Complete Preliminary Design: 30 calendar days.
2. Complete Final Design: 30 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: 720 calendar days following issuance of notice to proceed to Contractor.

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

Exhibit C
Fee Summary
Southside Wastewater Treatment Plant Improvements
Amendment 2
KSA Contract No. 101032

FEE SUMMARY

Engineering Fees: The Amendment's project scope and cost are in addition to, and do not replace, the original project scope and costs. All of the terms and conditions contained in the Agreement for the additional work, not specifically excluded in Exhibit A, are applicable to the work procured by the Agreement. The fees for the scope of services described above is as follows:

Phase	Original Contract	Amendment 1	Amendment 2	Total Contract Amount
Preliminary Design	\$ 481,200.00	\$ -	\$ -	\$ 481,200.00
Final Design	\$ 320,800.00	\$ -	\$ 30,000.00	\$ 350,800.00
Bidding	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00
Construction Administration	\$ 300,000.00	\$ -	\$ -	\$ 300,000.00
Resident Project Representative	\$ 593,800.00	\$ -	\$ -	\$ 593,800.00
Electrical Power System Studies	\$ 25,000.00	\$ -	\$ -	\$ 25,000.00
Design Survey	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00
Reimbursable Expenses	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00
Geotechnical Investigation	\$ -	\$ 21,850.00	\$ -	\$ 21,850.00
Total	\$ 1,745,800.00	\$ 21,850.00	\$ 30,000.00	\$ 1,797,650.00

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 and Resident Project Representative assumes a construction period of 720 calendar days. ENGINEER's work on these phases beyond the construction period will be billed at hourly rates.
3. Resident Project Representative budget is based upon 40 hours per week for the duration of the construction period.

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 <i>Certificate of Liability Insurance</i> shall be attached. <i>See</i> lower right corner of certificate for <i>ex toto</i> 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 [<i>See</i> Section 7.3.2] ☒ Occurrence Box is Checked ☒ Per Project Box is Checked for General Aggregate Limit.
4.	Business Automobile Liability [<i>See</i> 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 [<i>See</i> Section 7.3.2]
6.	Commercial Umbrella / Excess Liability [<i>See</i> Section 7.3.2] ☒ Occurrence Box is Checked
7.	Workers Compensation and Employers Liability [<i>See</i> Section 7.3.2] ☒ WC Statutory Limits Box is Checked
	Look at the “Description of Operations . . . Special Provisions” Box. [<i>See</i> Section 7.4] [<i>See also</i> 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: [<i>See generally</i> 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 <i>[insert project name]</i>, Dated <i>[insert month and year of contract]</i>.
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 <u>Additional Insured - Owners, Lessees, or Contractors – Scheduled Person or Organization</u> AND FORM: CG 20 37 07 04 <u>Additional Insured – Owners, Lessees, or Contractors – Completed Operations</u>
OR	
Option 2	FORM: CG 20 10 07 04 <u>Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization</u> AND FORM: CG 20 37 07 04 <u>Additional Insured – Owners, Lessees, or Contractors – Completed Operations</u>
OR	
Option 3	FORM: GA 4113 11 99 <u>Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization – Your Work</u> AND FORM: GA 233 02 07 <u>Contractors’ Commercial General Liability Broadened – with coverage for Completed Operations in conformance to specific written contract</u>
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]	

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.

Exhibit F - Procedure for Correcting Construction Defects

Check Here if this Section IS Applicable to This Contract ☐

****ONLY APPLICABLE FOR CONSTRUCTION ACTIVITIES AFFECTING CITY-OWNED BUILDINGS AND OTHER PUBLIC WORKS PROJECTS AS DEFINED IN TEX. GOV. CODE ANN., SEC. 2269.001 (6)****

EXHIBIT F is not applicable to “civil works” projects as defined in Tex. Gov. Code Ann., Sec. 2269.351

I. DEFINITIONS

- A. **“Public Works”** projects, as defined in Tex. Gov. Code Ann., Sec. 2269.001 (6), are those related to constructing, altering, or repairing a public building or carrying out any public work.
- B. **“Civil works”** projects, as defined in Tex. Gov. Code Ann., Sec. 2269.351 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.

II. NOTIFICATION OF DEFECT

- A. **ENGINEER/ARCHITECT SHALL NOTIFY OWNER IN WRITING OF ANY CONSTRUCTION DEFECT** of which the ENGINEER/ARCHITECT is aware, and which shall include any deficiency in the construction of an improvement to real property, including a deficiency in or arising out of the design, specifications, surveying, planning or supervision of the construction that is a result of:
 - i. The use of defective materials, products, or components in the construction;
 - ii. A violation of a building code applicable by law to the construction;
 - iii. A failure of the design of an improvement to real property to meet the professional standards of care applicable at the time of governmental approval of the design or as otherwise applicable if no governmental approval of the design was required or obtained; and/or
 - iv. A failure to perform the construction in accordance with the accepted trade standards for good and workmanlike construction.
- B. The E/A’s writing shall identify the specific construction defect, describe the present physical condition of the affected structure; and describe any modification, maintenance, or repairs to the affected structure made by the governmental entity or others since the affected structure was initially occupied or used.

III. PROCEDURE TO CORRECT CONSTRUCTION DEFECTS

- A. Before bringing an action asserting a claim for a construction defect under this Agreement, the OWNER must provide a written report to each party with whom the OWNER has a contract for the design, construction or construction oversight of an affected structure by certified mail, return receipt requested.
 - i. The report shall clearly identify the specific construction defect(s) on which the claim is based, which shall include any deficiency in the construction of an improvement to real property, including a deficiency in or arising out of the design, specifications, surveying, planning, or supervision of the construction that is a result of:
 - a. The use of defective materials, products, or components in the construction;
 - b. A violation of a building code applicable by law to the construction;

- c. A failure of the design of an improvement to real property to meet the professional standards of care applicable at the time of governmental approval of the design or as otherwise applicable if no governmental approval of the design was required or obtained; and/or
 - d. A failure to perform the construction in accordance with the accepted trade standards for good and workmanlike construction.
 - iii. The report shall clearly:
 - a. Identify the specific construction defect on which the claim is based;
 - b. Describe the present physical condition of the affected structure; and
 - c. Describe any modification, maintenance, or repairs to the affected structure made by the governmental entity or others since the affected structure was initially occupied or used.
- B. OWNER shall allow each party with whom the OWNER has a contract for the design or construction of an affected structure and who is subject to the claim, and any known subcontractor or supplier who is subject to the claim a reasonable opportunity to inspect any construction defect or related condition identified in the report for a period of 30 days after receiving the report.
- C. OWNER shall allow at least 120 days after the inspection to:
 - i. Correct any construction defect or related condition identified in the report; or
 - ii. Enter into a separate agreement with the governmental entity to correct any construction defect or related condition identified in the report.
- D. OWNER is not required to allow a party to make a correction or repair under Subsection II.A. if:
 - i. the party:
 - a. Is a contractor and cannot provide payment and performance bonds to cover the corrective work;
 - b. Cannot provide liability insurance or workers' compensation insurance;
 - c. Has been previously terminated for cause by OWNER; or
 - d. Has been convicted of a felony; or
 - ii. OWNER previously complied with the process required by Subsection II.A. regarding a construction defect or related condition identified in the report and:
 - a. The defect or condition was not corrected as required by Subsection II.C.i. or by an agreement under Subsection II.C.ii.; or
 - b. The attempt to correct the construction defect or related condition identified in the report resulted in a new construction defect or related condition.
- E. Recovery of Report Costs. If the report described in Subsection II.A. identifies a construction defect that is corrected or for which the OWNER recovers damages, the party responsible for that construction defect shall pay the reasonable amounts incurred by OWNER to obtain the report with respect to identification of that construction defect.
- F. These provisions do not prohibit or limit the OWNER from making emergency repairs to the property as necessary to protect the health, safety, and welfare of the public or a building occupant.



City of Tyler
Southside WWTP Improvements
KSA Contract No. 101032
Opinion of Probable Project Cost

6781 Oak Hill Boulevard
Tyler, TX 75703
903.581.8141

Item No.	Description	Quantity	Unit	Unit Price	Total
Schedule 1.0 - Southside WWTP Orbal Basin No. 1 & 2 Rehabilitation					
1.01	Mobilization, Insurance, and Bonds	1	LS	\$275,000.00	\$275,000.00
1.02	Control of Ground and Surface Water	1	LS	\$25,000.00	\$25,000.00
1.03	Temporary Plugs and Bypass Pumping	1	LS	\$100,000.00	\$100,000.00
1.04	Hydromulch	2.5	AC	\$4,000.00	\$10,000.00
1.05	Clearing and Grubbing	1	LS	\$35,000.00	\$35,000.00
1.06	Erosion Control Matting	1,206	SY	\$5.00	\$6,030.00
1.07	Remove, Dewater, Transport and Dispose of Sludge, Sediment, & Debris	1,073,223	GAL	\$0.60	\$643,933.80
1.08	Existing Disc Aerator Assemblies Removal and Disposal	16	EA	\$7,500.00	\$120,000.00
1.09	Orbal Aeration Equipment Allowance (Two Basins)	1	AL	\$1,200,000.00	\$1,200,000.00
1.10	Installation of Disc Aerators, Velocity Baffles, and Splash Shields	1	LS	\$900,000.00	\$900,000.00
1.11	Floating Aerators for Digester Channels	8	EA	\$150,000.00	\$1,200,000.00
1.12	FRP Slide Gates	28	EA	\$500.00	\$14,000.00
1.13	FRP Effluent Weirs	2	EA	\$7,500.00	\$15,000.00
1.14	30-in Flow Meter Assembly	2	EA	\$50,000.00	\$100,000.00
1.15	8-in Plug Valve Replacement (Primary Sludge Piping)	6	EA	\$5,000.00	\$30,000.00
1.16	18-in Plug Valve Replacement (RAS Piping)	6	EA	\$16,500.00	\$99,000.00
1.17	30-in Sluice Gate Replacement (Effluent Box)	6	EA	\$33,500.00	\$201,000.00
1.18	Blast and Paint Exposed Pipe Headers	1	LS	\$40,000.00	\$40,000.00
1.19	Miscellaneous Handrail Repairs	1	LS	\$15,000.00	\$15,000.00
1.20	Concrete Electrical Building and Foundation (30' x 20')	1	LS	\$225,000.00	\$225,000.00
1.21	HMAC Access Road	673	SY	\$110.00	\$74,030.00
1.22	Area Light Pole Assembly and Foundation	7	EA	\$10,000.00	\$70,000.00
1.23	Oncor Electrical Service Improvements	1	LS	\$100,000.00	\$100,000.00
1.24	Electrical and Controls	1	LS	\$400,000.00	\$400,000.00
Subtotal:					\$5,897,993.80
Schedule 2.0- Southside WWTP Final Clarifier No. 2 & 3 Rehabilitation					
2.01	Mobilization, Insurance, and Bonds	1	LS	\$95,000.00	\$95,000.00
2.02	Control of Ground and Surface Water	1	LS	\$15,000.00	\$15,000.00
2.03	Final Clarifier Mechanism Removal and Disposal	2	EA	\$40,000.00	\$80,000.00
2.04	Install New Final Clarifier Mechanism (100-ft diameter, Plow Type)	2	EA	\$647,500.00	\$1,295,000.00
2.05	Power Wash and Install 2-in Grout Layer	2	EA	\$60,000.00	\$120,000.00
2.06	FRP Weirs and Scum Baffle	2	EA	\$50,000.00	\$100,000.00
2.07	Spray Water Assembly, Waterlines, and Backflow Preventer	2	EA	\$40,000.00	\$80,000.00
2.08	Remove and Replace 8-in Plug Valve Assembly (Scum Piping)	2	EA	\$10,000.00	\$20,000.00
2.09	Concrete Sidewalk	81	SY	\$100.00	\$8,100.00
2.10	Electrical and Controls	1	LS	\$180,000.00	\$180,000.00
Subtotal:					\$1,993,100.00
Schedule 3.0 - Southside WWTP RAS Pump Station Rehabilitation					
3.01	Mobilization, Insurance, and Bonds	1	LS	\$50,000.00	\$50,000.00
3.02	Temporary Bypass Pumping and Bulkheads	1	LS	\$75,000.00	\$75,000.00
3.03	Remove Existing Screw Pumps	3	EA	\$20,000.00	\$60,000.00
3.04	Install New 36-in Diameter Screw Pumps - 2,100 gpm	3	EA	\$200,000.00	\$600,000.00
3.05	Install New Grease Pumps and Grease Lines	3	EA	\$15,000.00	\$45,000.00
3.06	18-in Sluice Gate Replacement (Pump and Flume Isolation)	5	EA	\$17,500.00	\$87,500.00
3.07	Replace Access Stairs and Perimeter Handrails	1	LS	\$50,000.00	\$50,000.00
3.08	Electrical and Controls	1	LS	\$180,000.00	\$180,000.00
Subtotal:					\$1,147,500.00
Schedule 4.0 - Southside WWTP Digested Sludge Pump Station Rehabilitation					
4.01	Mobilization, Insurance, and Bonds	1	LS	\$40,000.00	\$40,000.00
4.02	Temporary Bypass Pumping and Bulkheads	1	LS	\$75,000.00	\$75,000.00
4.03	Remove Existing Screw Pumps	2	EA	\$20,000.00	\$40,000.00
4.04	Install New 36-in Diameter Screw Pumps - 2,000 gpm	2	EA	\$200,000.00	\$400,000.00
4.05	Install New Grease Pumps and Grease Lines	2	EA	\$15,000.00	\$30,000.00
4.06	18-in Plug Valve Replacement	2	EA	\$25,000.00	\$50,000.00
4.07	18-in Sluice Gate Replacement (Pump Isolation)	2	EA	\$17,500.00	\$35,000.00
4.08	Replace Access Stairs and Perimeter Handrails	1	LS	\$50,000.00	\$50,000.00
4.09	Electrical and Controls	1	LS	\$160,000.00	\$160,000.00
Subtotal:					\$880,000.00

Schedule 5.0 - Caustic System Demolition					
5.01	Mobilization, Insurance, and Bonds	1	LS	\$7,500.00	\$7,500.00
5.02	Removal of Caustic Bulk Storage Tank (Assumes Empty)	1	LS	\$17,500.00	\$17,500.00
5.03	Demolition of Concrete Containment Structure	1	LS	\$20,000.00	\$20,000.00
5.04	Demolition of CMU Building and Foundation	1	LS	\$40,000.00	\$40,000.00
5.05	Cut and Plug Lines	1	LS	\$5,000.00	\$5,000.00
5.06	Finish Grading	1	LS	\$7,500.00	\$7,500.00
Subtotal:					\$97,500.00
Schedule 6.0 - Grit Classifier Replacement					
6.01	Mobilization, Insurance, and Bonds	1	LS	\$15,000.00	\$15,000.00
6.02	Removal of Existing Grit Classifiers	1	LS	\$15,000.00	\$15,000.00
6.03	New Grit Classifiers	2	EA	\$125,000.00	\$250,000.00
6.04	Piping Modifications	1	LS	\$20,000.00	\$20,000.00
6.05	6-in Plug Valves	2	EA	\$5,000.00	\$10,000.00
6.06	Electrical and Controls	1	LS	\$75,000.00	\$75,000.00
Subtotal:					\$385,000.00
				Base Bid Subtotal (Schedules 1.0 - 6.0):	\$10,401,093.80
				Construction Contingences @ 5%:	\$520,100.00
				Miscellaneous Allowance:	\$500,000.00
Opinion of Probable Construction Cost:					\$11,421,193.80

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM
REVIEW UNDER THE AUTHORITY OF JEREMY ORR, P.E., 124911 ON
JUNE 10, 2024. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING,

Assumptions:

1. Unit Prices are in 2024 dollars
2. Final Clarifier mechanisms lead times estimated at 30 weeks after issuing PO, 8 week on submittals and 22 weeks on delivery.
3. Orbal equipment lead times estimated at 42 weeks after issuing PO, 12 weeks on submittals and 30 weeks on delivery.
4. Assumes clarifiers can be isolated and no improvements to the concrete basins are required.
5. Assumes only one clarifier can be out of service at a time.
6. Assumes aeration basins can be isolated and no improvements to the concrete basins are required.
7. Assumes on aeration basin can be out of service at a time.
8. Assumes 24 month construction contract.



CITY OF TYLER CITY COUNCIL COMMUNICATION

Agenda Number. C-A-6

Date: June 26, 2024

Subject: Request that the City Council consider authorizing the City Manager to approve adding Holt Truck Sourcewell contract # 060920-NVS , Heil of Texas Sourcewell contract #110223-THC, and Mcneilus Company Sourcewell contract #110223-MCN to the Co-op and Sole Source Purchasing agreement whereby the City of Tyler can take full advantage of purchasing any and all items available through the cooperative.

Item Reference:

The State of Texas Local Government Code "Subchapter F. Cooperative Purchasing Program" provides a mechanism for cities to contract with vendors for the purchase of materials, supplies, services and/or equipment as an alternative to a lengthy sealed bid process. The City of Tyler has been participating in the usage of the various cooperative agreements and boards. The City is able to purchase specifically designated items through the pricing obtained by the cooperatives.

This arrangement has benefited the City in several ways:

1. Lower costs for items through combined purchases
2. Increased convenience by requiring less staff time for using the prices already available rather than having to go through the bidding process
3. Receiving rebates at the end of the year

The contracts/pricing can be used to satisfy state law bidding requirements in the same manner as purchasing through the state price lists or other governmental entity lists that are available. Staff can compare the prices available and make recommendations that best suit the City's needs. Staff recommends adding Holt Truck Sourcewell contract #060920-NVS, Heil of Texas Sourcewell contract #110223-THC, and Mcneilus Company Sourcewell contract #110223-MCN to the Co-op and sole source purchasing agreement.

The fleet maintenance program purchases numerous parts to maintain various units in the fleet. Requirements will be ordered as needed by the City of Tyler.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to approve adding Holt Truck Sourcewell contract # 060920-NVS , Heil of Texas Sourcewell contract #110223-THC, and Mcneilus Company Sourcewell contract #110223-MCN to the Co-op and Sole Source Purchasing agreement whereby the City of Tyler can take full advantage of purchasing any and all items available through the cooperative.

Attachments:

[sole source coop vendor sheet 2024](#)

Drafted/Recommended By:

Department Leader

Stan Stoffregen Fleet Manager

Edited/Submitted By:

City Manager

Vendor Name	Product	Buy Board	Sourcewell	HGAC	TCPN	TXMAS	TIPS	1st Choice	Sole Source	Omnia Partners Coop	Sherrif's association of Texas
Aaxion Inc., of Tyler, TX	Parker Fittings and Hoses								Local Dealer		
AutoZone	Automotive/Truck Parts and Supplies									r211201 12/31/24	
Alliance Wireless Technologies, of Houston, TX	Solid Waste Truck Camera Parts								OEM		
Stalker Radar	Stalker Radar systems	703-23 exp 5/31/26									
ASCO Equipment of Tyler, TX	CASE Equipment Parts and Service	646-21,646- 22,685-22 exp 6/30/2024									
Bond Equipment Company, of Dallas, TX	CCC Truck Parts and Service	601-19 / exp 11-30-23									
Caldwell Country Ford / Chevrolet	All Light, med. Heavy duty vehicles, police unit	601-19 exp 11/30/2023									
Cavender Grande Ford	medium & heavy duty truck police motorcycles	601-19 exp 11/30/2023									
Certified utility Hydraulics of Frankston , Texas	Aerial lift repair								local dealer		

Daco Fire Equipment	Fire Trucks and apperatus	651-21 exp 9-30-24 and 698-23 exp 3-31-26									
Dana Safety Supply inc.	Emergency Vehicle upfits and equipment mobile command	714-23 exp 8/31/2026									x
Doggett Freightliner of South Texas	med and heavy duty trucks , police motorcycles	301-19 exp 11-30-23					200802 exp 10-31-23				
Doggett Machinery	Construction John Deere parts and service	685-22 exp 11/30/25									
East TX Mack Sales, LLC, of Dallas, TX	Mack Truck Parts and Service						200802 exp 10-31-23				
Empire Paper	Janitorial and paper products						230103 exp 3/31/2026				
Fastenal Company, of Tyler, TX	Automotive/Truck Parts and Supplies					18-51V07 / exp 6-30-23				r-92001 exp 3-31-23	
Galileo Technologies of Arcadia, CA	Nanobox CNG Station Parts and Service								OEM		
Gillig LLC, of San Francisco, CA	Bus Parts								OEM		
Goodyear	tires and service	636-21 2/29/24									
Goolsbee Tire, of Tyler, TX	Tires and Service						230403 exp 6/30/2026				
Grainger INC. of Palatine, IL	Supplies and Equipment	657-21 11/30/24									

GT Distributors	Police Patrol Equipment	698-23 exp 3/31/2026									
Hall Volvo of Tyler, TX	Truck Parts and Service								OEM		
Heil of Texas, of Dallas, TX	Heil Refuse Body Parts	686-22 exp 11/30/2025	110223-THC 12/28/27								
Hino Trucks	Hino Trucks						200802 exp 10-31-23				
Holiday Chevy / Ford	Police Vehicles light pick up sedans										
Holt Cat	Construction equipment	685-22 exp 11/30/2025									
Holt Truck Group	International trucks	687-22 trailer	060920-NVS 8/1/25						OEM		
Industrial Disposal Supply, of Plano, TX	Equipment and Parts	686-22 exp 11/30/25									
John Deere Co	Ag and construction John Deer parts and service	706-23 exp 5/31/2026									
Kinloch Equipment & Supply, Inc., of Pasadena, TX	Parts and Service	685-22 686- 22 exp 11/30/2025 676-22 exp 9/30/2025									
Lift Truck Supply, of Tyler TX	Forklift parts and service								Local certified provider		
Lone Star Harley Davidson of Tyler, TX	Motorcycle Service and Parts								Local service provider		
LOWE Tractor and Equipment, of Tyler, TX	Kubota Parts and Service	685-22 exp 11/30/25 706- 23 exp 5/31/26							Local OEM		

Lytix, Inc. of Los Angeles, CA	DriveCam cameras and Supplies								OEM		
McNeilus Truck & Manufacturing, Inc., of Hutchins, TX	Parts and Service	686-22 exp 11/30/25	110223-MCN 12/28/2027								
Metro Fire Apparatus specialist	Fire trucks and apparatus	698-23 exp 3/31/26									
Model 1 Commercial Vehicles	Bus Parts and Service	630-20 exp 11-30-23									
MSC Industrial Supply Co., of St Louis, MO	Auto Parts	657-21 11/30/24									
Multiseal Corp., of Spring TX	Environmentally friendly tire sealant	636-21 exp 2/29/24							OEM		
Nextraq LLC	GPS logistics and software										
Office Depot	Office supply						180403 exp 6-30-21				
Orielly Auto Parts	Misc auto parts						230604 exp 8/31/26				
Patterson Dodge, of Tyler TX	Dodge, Ram OEM parts and service								OEM		
Pegues Hurst Ford, of Longview TX	Ford Heavy Duty Truck Parts and Service								OEM		
Peltier Enterprises, of Tyler TX	Chevrolet and Nissan OEM parts and service								OEM		
Price International, of Tyler, TX	Truck Parts and Service								OEM		
Professional Turf Products of Euless, TX	Toro Equipment Parts and Service	705-23 exp 5/31/26									
Pro Vision	Police body cams	648- 21 9/30/24							OEM		

PSI JF Petroleum group	fuel pump / tank repair	628-20 629-20 exp 11/30/23 673-22 exp 6/20/25	Sourcewell contract 092920-jfa								
Pursuit Safety Royce City	Police upfit										
Reliance Truck and Equipment	Labrie body and parts	686-22 exp 11/31/2025							OEM		
Rehrig Pacific Company, of Dallas, TX	Containers, Carts, and Parts									#00254 exp 9/30/2026	
Romco	Volvo Equipment	685-22 exp 11/30/25							OEM		
Rush Truck Center, of Tyler TX	CNG Truck Parts and Repair, hino	601-19 exp 11/30/23							OEM		
Safety Vision Inc. of Houston, TX	Truck Cameras and parts	698-23 exp 3/3/26							OEM		
Sam Pack Ford	Police Vehicles light pick up sedans										
Siddons Martin	Fire trucks and apparatus	651-21 exp 3/30/24, 698-23 exp 3/31/26									
Silsbee Ford	light duty and police vehicles	601-19 exp 11/30/23									
Southern Tire, of Tyler, TX	Tires and Supplies	636-21 exp 2/29/24					230403 exp 6/30/26				
Stewart & Stevenson Inc. of Dallas, TX	Allison Transmission parts and service								OEM		
Syn-Tech Systems, of Tallahassee FL	Fuel Master OEM parts and service								OEM		
Terex Utilities, of Fort Worth TX	Terex Bucket truck OEM parts and service								OEM		

Tremco Products, of North Billerica MA	Police Anti-theft systems								OEM		
Tyler Ford, of Tyler TX	Ford OEM parts and service								OEM		
Tyler Truck Center, of Tyler, TX	Truck Parts and Service								OEM		
United Ag & Turf Inc. of Tyler, TX	John Deere Tractor Parts and Service	685-22 exp 11/30/25							OEM		
United Labs	janitorial and chemical						210304 exp 7/31/24				
Versalift Southwest, of Waco TX	Versalift Bucket truck OEM parts and service								OEM		
Waukesha-Pierce IND., INC of Dallas, TX	Gradall Parts and Service								OEM		
Warren Truck and Trailer	Heavy duty trailer/parts								OEM		
Wastequip	solidwaste container and truck parts		040621-WQI								

Tarrant County
Sherriff Asscociation

2023-016

x

2023-016



CITY OF TYLER CITY COUNCIL COMMUNICATION

Agenda Number. C-A-7

Date: June 26, 2024

Subject: Request that the City Council consider authorizing the City Manager to enter into a contract with Terminix Pest Control to provide City wide pest control services for all City of Tyler facilities in the amount of \$73,800.00 over the next five (5) years and also add addendum 2 to the City-wide pest control contract.

Item Reference: **Bid Number 22-048**

According to State Law and City of Tyler Purchasing Policy on Friday, October 7, 2022, and October 14, 2022, ads were placed in the Tyler Morning Telegraph by Staff requesting a quotation for City wide pest control.

Sealed bids were opened at 2pm on Tuesday, October 25, 2022, at the City of Tyler City Hall Council Chambers. Proposal costs for five (5) year totals were as follows:

Town and Country \$98,600 / \$19,720 per year
Terminix Pest Control \$73,800 / \$14,760 per year

Proposals were reviewed by staff and Terminix Pest Control is low bidder. The contract will be a one-year contract with four (4) one-year renewals and would be in effect from December 1, 2022, until November 30, 2027, if both parties agree to all renewals.

Addenda 2 would add a total of \$3000.00 to the remaining contract which expires November 30, 2027. The contract total would be changed by this addendum to Seventy-Nine Thousand Four Hundred Dollars (\$79,400.00) over the remainder of the contract (2 years 5 months). The City of Tyler entered into a contract with Terminix Pest Control to provide City wide pest control services for all City of Tyler facilities in the amount of \$73,800.00 over the next five (5) years. Addenda 2 would add the following:

The WT Brookshire Center
2000 W. Front Street
Tyler TX, 75702

The contract total would be changed by this addendum to Seventy-Nine Thousand Four Hundred Dollars (\$79,400.00) over the remainder of the contract (2 years 5 months).

Single Monthly Service @ \$50
Added additional yearly cost \$600

Mayfair Building
415 Fair Park Dr.
Tyler TX, 75702

Single Monthly Service @ \$50
Added additional yearly cost \$600

RECOMMENDATION:

Suggest that the City Council consider authorizing the City Manager to enter into a contract with Terminix Pest Control to provide City wide pest control services for all City of Tyler facilities in the amount of \$73,800.00 over the next five (5) years and also add addendum 2 to the city-wide pest control contract.

Attachments:

[Terminix-Addenda 2](#)

Drafted/Recommended By:
Department Leader

Gary L. Smith - Facilities Services Coordinator

Edited/Submitted By:
City Manager

Addendum 2

05-23-2024

CITY OF TYLER

SERVICES AGREEMENT

Terminix of Tyler, Texas

(CITYWIDE PEST CONTROL SERVICE)

Dated December 1, 2022

Beginning: June 1, 2024

By this Addendum, the City of Tyler Facilities Services Administrator Requests the addition to the City Wide Pest control Contract With Terminix of Tyler the following Facilities:

The WT Brookshire Center

2000 W. Front Street

Tyler TX, 75702

Single Monthly Service @ \$50

Added additional yearly cost \$600

Mayfair Building

415 Fair Park Dr.

Tyler TX, 75702

Single Monthly Service @ \$50

Added additional yearly cost \$600

Agreement Price.

The original contract pricing after addendum 1 is as follows:

City agrees to pay the Contractor the contract amount of Fifteen Thousand Two Hundred Eighty Dollars and 00/XX (\$15,280.00), which shall constitute full and complete compensation for the furnishing of all necessary services under this Agreement for each a 1-year period. (Total payment of **Seventy-Six Thousand Four Hundred Dollars and 00/XX (\$76,400.00)** over the five (5) year span of contract and renewals (if accepted by both parties).

Addenda 2 would add a total of \$3000.00 to the remaining contract which expires November 30, 2027. The contract total would be changed by this addendum to **Seventy-Nine Thousand Four Hundred Dollars and 00/XX (\$79,400.00)** over the remainder of the contract (2 years 5 months).

General Conditions

All applicable services provided in this contract shall apply to the additional facilities mentioned herein and shall be performed at these locations/facilities.

All other provisions of the original City of Tyler service agreement dated December 1, 2022, with Terminix Pest Control (Vendor), shall remain in full force and effect.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement this the 28th day of May, 2024.

CITY OF TYLER, TEXAS

CONTRACTOR:

By: Edward Broussard
Edward Broussard, City Manager

By: [Signature]

Approved:

By: Stacy M. Kean
APPROVED:

BY:
City Attorney's Office

§

THE STATE OF TEXAS

§

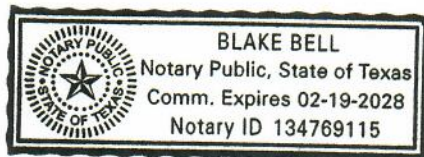
CONTRACTOR'S ACKNOWLEDGEMENT

COUNTY OF SMITH

§

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Justin Alan Turner, who is known to me, or who was proved to me through Driver License [description of identity card or other document issued by the federal or state government containing the picture and signature of the acknowledging person] 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 24th day of May, 20 24.



[Signature]
Notary Public In and For The State of Texas

Blake Bell
Notary's Printed Name

My Commission Expires: 02/19/2028

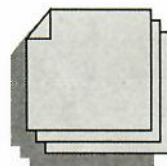
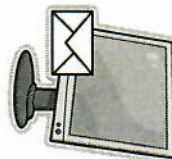
This Form shall be filled-out and attached to all Electronic Work Item submissions made to LegalDesk@tylertexas.com or Hard-Copy mail deliveries.



MAY 24 2024

CITY ATTORNEY'S OFFICE
City of Tyler

**ELECTRONIC & HARD-COPY
DOCUMENT ROUTING FORM
(REQUEST FOR LEGAL REVIEW)**



☐ **URGENT – HIGH PRIORITY** [Check this box *only* if this item needs same-day review]

DOCUMENT	Date Item is Due	Number of Copies (Hard-Copy)	LegalDesk Ticket ID [Office Use - to be assigned]
Name of Work Item - Description or Type of Documents Attached			
Addendum 2-Contract-City Wide Pest Treatment 2022-27	ASAP	1	

* The person listed in this box will be the "Owner/Contact Person" listed on the Ticket. That person may view the Ticket by using the Client Web Page located at: Double Click the Ticket Tracker Icon on Desktop, or Go to: <http://support.cityoftyler.net>

* FROM: Name / Title	Originating Department	Date Submitted to Legal	Comments
Gary L. Smith	Facilities Services	05-24-2024	None

ROUTE						
Don't forget that Department Leader and Key Leader Approval must be obtained before the Legal Department will accept your Work Item.						
Name / Title	Department	Action Needed	Date Completed	Initials	Comments	Office Use
1 Stephanie Franklin	Executive Director	Approval for Legal Review	5-24/24	[Signature]		
2 Steve Kean	Legal	Legal Review	5/28/24	[Signature]		
3 Edward Broussard CM	CMO	Signature	05/29/24	[Signature]		
4 Gary L. Smith	Facilities Services	Manage Project				
5						

EXPLANATION OF WORK ITEM			
1.0	ITEM REFERENCES Has a <u>similar</u> work item previously been approved by the City Attorney's Office? <i>[e.g. a contract with the same vendor from a previous year]</i>		☒ YES ☐ NO Go next to Line 1.1 ☐ NO Skip to Line 1.2
1.1	Attach a copy of the similar executed (signed) document previously approved by Legal and an electronic Word version if applicable. If the previous/similar document was also approved by City Council attach the Council Communication (entire packet with attachments).		
1.2	Has this work item already been approved by the City Council? No Council Approval Needed		
1.3	Agenda Item: C-A-3	Date of Approval: 11-09-2022	Go next to Line 1.3
Action Needed: Attach a copy of the current approved Council Communication (entire packet with attachments).			
2	EXPLANATION Give a complete explanation of the item you are sending including the background regarding the project: CONTRACT WITH TERMINIX PEST CONTROL FOR CITY WIDE PEST CONTROL SERVICES 2022-27		
3	EXPLAIN HOW THE CITY ATTORNEY'S OFFICE CAN ASSIST YOU For Example: Are you requesting a document be created? Are you requesting a document be reviewed? Do you need specific questions answered? Do you need general advice?, etc. LEGAL REVIEW FOR CITY MANAGERS SIGNATURE		
4	DATES AND TIMES Please list ALL deadline dates and times associated with this item Need ASAP.		
	Deadline Date & Time for Public Notice: (e.g. 72 Hours in advance of Meeting)	Board or City Council Meeting Date:	Other Special Notes:
	N/A		
5	PRIORITY If your Work Item is a high priority item the following Action is Needed : (1) Check the box on Page 1 of this Form, and (2) Please call a member of the Legal Support Staff at 903.531.1161 to alert the City Attorney's Office that your ticket needs immediate or special attention.		
6	ADD THE FOLLOWING ATTACHMENTS TO THE E-MAIL AND/OR INTEROFFICE MAIL: ☒ This Routing Form ☒ City Council Communications ☒ Contract ☒ Addendum ☐ "Known" Governing Authority, Regulations & Laws including City Code ☐ Agenda ☐ Gathering Notice ☐ Other		



CITY OF TYLER CITY COUNCIL COMMUNICATION

Agenda Number. C-A-8

Date: June 26, 2024

Subject: Request that the City Council consider authorizing the City Manager to approve the partial release of water and sanitary sewer easement across Old Jacksonville Highway on Lot 32-C, NCB 1570-Q that has been verified as no longer needed.

Item Reference:

The City received information from the Thompson Architectural Group, letter attached, that in light of TXDOT's endeavors to expand the Old Jacksonville Highway, the property in question becomes insufficiently wide to accommodate the planned construction of Cavender's. Consequently, the private drive shared with the Cavender's Corporate office is part of the proposed deal. The existing utility easements off of the private drive are deemed unnecessary for supporting the development's infrastructure moving forward. City staff has verified that the water and sanitary easement is no longer needed and are deemed unnecessary.

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to approve the partial release of the water and sanitary sewer easement across Old Jacksonville Highway on Lot 32-C, NCB 1570-Q that has been verified as no longer needed.

Attachments:

[Partial Release of Easement](#)

Drafted/Recommended By:

Department Leader

Nikki Ingram, P.E., Project Engineer/Kate Dietz, P.E., Director of Utilities

Edited/Submitted By:

City Manager



THOMPSON ARCHITECTURAL GROUP, INC.
P.O. Box 8113 / Tyler, Texas 75711-8113
(903) 871-0200 / (903) 539-4067

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

June 06, 2024

To whom it may concern:

Because TXDOT is in the process of widening the Old Jacksonville Highway, the property becomes too narrow to support the Cavender's proposed building and the associated parking. As such, the private drive between this lot and the Cavender's Corporate office has been included in the proposed transaction. The utility easements that remain are no longer required to support the infrastructure of the development.

Sincerely:
Perry Thompson, III

A handwritten signature in black ink, appearing to read "Perry Thompson, III". The signature is stylized with a large, bold "P" and a long, sweeping underline.

End of Letter

Thursday, June 6, 2024

PARTIAL RELEASE OF EASEMENT AND RIGHT-OF-WAY

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SMITH §

WHEREAS, the document, number **202401006478**, of the deed records of Smith County reflects a 30ft. wide water and sanitary sewer easement across **LOT 32-C, N.C.B. 1570-Q, OAK MANOR AT OAK HOLLOW SECOND AMENDMENT**, conveyed to the **CITY OF TYLER**; and

WHEREAS, the **CITY OF TYLER**, as the current owner of the easement and right-of-way, has been requested to release a portion of the aforementioned easement and right-of-way but only insofar as it covers the property described as follows:

THE SOUTHERN PORTION OF THE EASEMENT FROM THE SOUTHEAST CORNER OF LOT 32-C, 246.66 FEET NORTH.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt of which is hereby acknowledged, the **CITY OF TYLER**, does hereby **RELEASE, RELINQUISH, and SURRENDER** a portion of the easement and right-of-way set out above which was recorded in document number **202401006478** of the deed records of Smith County, but **ONLY INSO FAR** as said easement and right-of-way covers the property.

This release specifically releases the above-mentioned right-of-way and easement insofar as it covers the property described above and shown on "**Exhibit A**", but has no effect whatsoever on the easement and right-of-way insofar as it covers other properties described in the original instrument.

EXECUTED this _____ day of _____, 2024.

CITY OF TYLER

By: _____
City Manager

STATE OF TEXAS
COUNTY OF SMITH

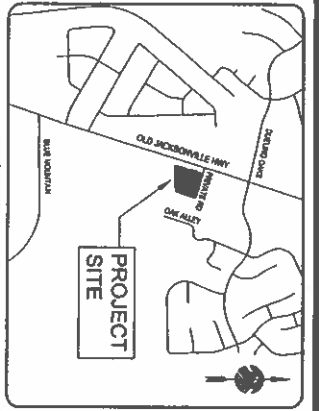
This instrument was acknowledged before me on the _____ day of _____, 2023, by Edward Broussard, City Manager.

Notary Public in and for the State of Texas

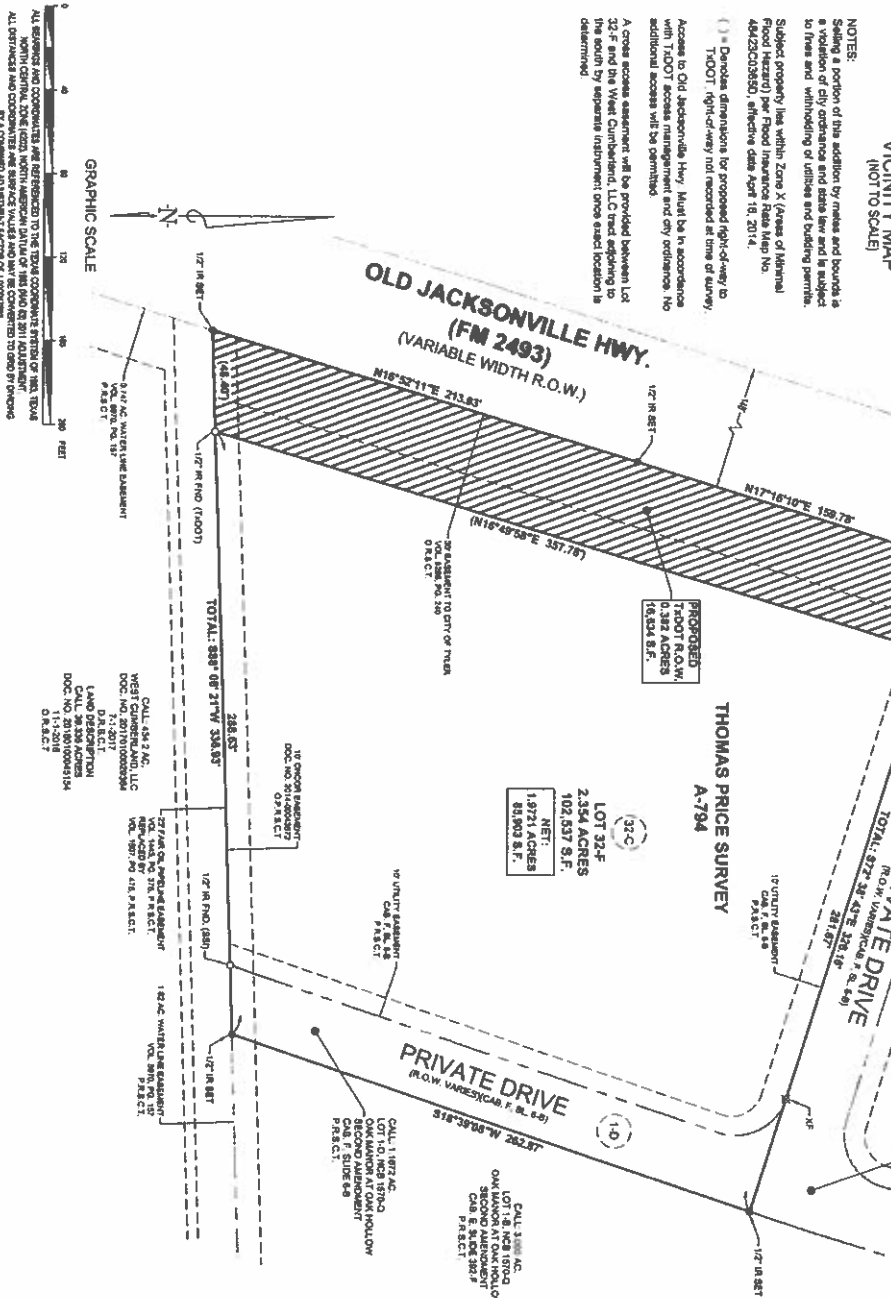
Return to:
City of Tyler, Texas
P. O. Box 2039
Tyler, Texas 75710

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NOTES:
 Setting a portion of this addition by metes and bounds is a violation of city ordinance and state law and is subject to fines and withholding of utilities and building permits.
 Subject property lies within Zone X (Areas of Internal Flood Hazard) as shown on Flood Insurance Rate Map No. 48423C03620, effective date April 18, 2014.
 (1) = Denotes dimensions for proposed right-of-way to TxDOT. Right-of-way not recorded at time of survey.
 Access to Old Jacksonville Hwy. Must be in accordance with TxDOT access management and city ordinance. No additional access will be permitted.
 A cross access easement will be provided between Lot 32-C and the West Cumberland, LLC tract adjoining to the south by separate instrument once exact location is determined.



LEGEND:
 O = Monument Found For Corner (as Described)
 @ = 1/2" Iron Rod w/ "SUMMIT" Cap Set For Corner
 M = X-Scribe in Concrete Found

This plat is subject to all current platting ordinances, rules, regulations and resolutions of the City of Tyler, Texas.
 Witness my hand, this 30 day of April, 2024.

Subscribed and sworn before me, a Notary Public in and for the State of Texas,
 This 30 day of April, 2024.

Approved by Planning Director,
 City of Tyler, Smith County, Texas,
 This 1st day of May, 2024.

By: Kyle Rogers
 Mayor

Notary Public
 Kelly Nison
 Registered Professional Land Surveyor No. 5542



Filed for Record
 2:30 PM
 Smith County Clerk
 On: 5/14/2024 2:30:12 PM
 in the PLAT Records
 Doc Number: 20240101728
 Number of Pages: 1
 Assessed: 100.00
 By: Printer, Timsy



**OAK MANOR AT OAK HOLLOW
 THIRD AMENDMENT
 AN AMENDING PLAT OF
 OAK MANOR AT OAK HOLLOW
 SECOND AMENDMENT
 LOT 32-C & 1-D, NOS 1570-G
 THOMAS PRICE SURVEY, A-794
 CITY OF TYLER, SMITH COUNTY, TEXAS
 1 LOT - 2.354 ACRES (NET: 1.972 ACRES)
 PLAT RECORDED IN CABINET 55-B
 DATE RECORDED: 5-14-24**

REVISION	DATE	BY
1	4/29/24	CAD

**AMENDING PLAT
 OAK MANOR AT OAK HOLLOW
 THIRD AMENDMENT
 THOMAS PRICE SURVEY, A-794
 CITY OF TYLER, SMITH COUNTY, TEXAS**

Summit Surveying, Inc.
 Land Boundary • Topography • GPS • Geodetic
 2040 Dedrick Drive, Tyler, Texas 75703 • (936) 561-9544
 TBPELS Firm No. 10081000

PROJECT DATA	DATE
PROJECT NO.	016
DATE OF SURVEY	4/11/24
DATE OF PLAT	4/29/24