CITY COUNCIL AGENDA

Wednesday, September 25, 2024
9:00 am

CITY COUNCIL
Donald P. Warren, Mayor
Stuart Hene, District 1
Petra Hawkins, 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, September 25, 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 regular called meeting of the City Council of the City of Tyler, Texas held on August 14, 2024.

AWARDS

A-1 Request that the City Council consider recognizing the following employees for their years of service and commitment to the City of Tyler. They represent 125 years of service with the City of Tyler.

Cassandra Brager, City Clerk, 25 years of service
George Bostock, Firefighter XIII, 25 years of service
Ronald Bogenschutz, Fire Captain IV, 25 years of service
Gregory Allen, Fire Driver Engineer IV, 25 years of service
Keith Tate, Firefighter XIII, 25 years of service

ZONING

Z-1 PD24-017 BELLWOOD 323 2019, LP (800 BELLWOOD GOLF CLUB ROAD, 4698, 4799, AND 5202 BELLWOOD ROAD, 1471, 1531, 1555, 1565, 1575, 1669, 1699, 1753, 1757, 1781, 1801, 1839, 1847, AND 1873 SOUTH SOUTHWEST LOOP 323, AND 3752 AND 3753 EARL CAMPBELL PARKWAY)
Request that the City Council consider adoption of an Ordinance approving a 'PCD', Planned Commercial District final site plan amendment.

Z-2 PD24-018 BELLWOOD 323 2019, LP (800 BELLWOOD GOLF CLUB ROAD, 4698, 4799, AND 5202 BELLWOOD ROAD, 1471, 1531, 1555, 1565, 1575, 1669, 1699, 1753, 1757, 1781, 1801, 1839, 1847, AND 1873 SOUTH SOUTHWEST LOOP 323, AND 3752 AND 3753 EARL CAMPBELL PARKWAY)
Request that the City Council consider adoption of an Ordinance approving a 'PCD', Planned Commercial District final site plan amendment.

Z-3 PD24-019 BELLWOOD 323 2019, LP (1471, 1555, 1565, 1575, 1669, 1699, 1753, 1781, 1801, 1839, AND 1873 SOUTH SOUTHWEST LOOP 323 AND 3753 EARL CAMPBELL PARKWAY)
Request that the City Council consider adoption of an Ordinance approving a 'PCD', Planned Commercial District final site plan amendment.

Z-4 Z24-028 GENECOV WEST MUD CREEK LLC (1227 WILDER WAY AND 8702, 8703, 8708, 8709, 8714, 8810, 8811, 8815, AND 8817 WILDER TRAIL)
Request that the City Council consider adoption of an Ordinance approving a zone change from 'AG', Agricultural District to 'R-1A', Single-Family Residential District.

ORDINANCE

O-1 Request that the City Council consider adoption of an Ordinance amending the Fiscal

Year 2023-2024 Budget for various grants that were awarded during the fiscal year, purchases of vehicles and other services that were not completed in prior fiscal years, and to transfer operational savings to fund capital projects.

MISCELLANEOUS

M-1 Request that the City Council consider authorizing the City Manager to enter into an agreement with Northchase Development LLC to reimburse costs (not to exceed $900,000) associated with East Maple Estates Unit 1 infrastructure improvements in conjunction with the adopted TIRZ #3 Project and Financing Plan.

M-2 Request that the City Council consider authorizing the City Manager to execute a construction contract in the amount of $497,233.68 with Superior Equipment Solutions, LLC, for the Decommissioning of Wells 2, 4, and 5 Project and adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt.

M-3 Request that the City Council consider authorizing the City Manager to execute a professional services contract in the amount of $1,750,000.00, with HDR, Inc., for the Lake Palestine Water Treatment Plant Taste and Odor Study Phase 2 project and adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt.

M-4 Request that the City Council consider authorizing the City Manager to execute an Engineering Services Contract, in an amount not to exceed $903,000, with Langan Engineering and Environmental Services, Inc. for the Consent Decree Group 7 Remedial Measures Implementation.

M-5 Request that the City Council consider authorizing the City Manager to enter into a contract with McGriff Insurance Services (McGriff) for Property and Casualty Insurance in the amount of $1,408,848, Hibbs Hallmark and Company for Cyber Insurance for $35,864, Innovative Risk Management for Third Party Claim Administration for $43,410 and Bosworth and Associates for the purchase of Special Events Liability Insurance with a deposit premium of $2,000 for Fiscal Year 2024-2025 as the second of two (2) one-year renewal options authorized September 28, 2022.

M-6 Request that the City Council consider authorizing the City Manager to enter into a contract with Hibbs Hallmark and Company for Excess Workers' Compensation Insurance in the amount of $143,926 and Claims Administrative Services for Third Party Claim Administration in the amount of $53,160 for Fiscal Year 2024-2025 as the second of two (2) one-year renewal options authorized September 28, 2022.

CONSENT

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

C-A-1 Request that the City Council consider authorizing the application for and the acceptance of a Texas Department of Transportation (TxDOT) Grant for Urban State Funds to use for Tyler Transit in the amount of $405,774.

C-A-2 Request that the City Council consider renewing the Annual Price Agreement for Fuel per Bid 21-027 to Mansfield Service Partners of Tyler, Texas (previously known as O'Rourke Petroleum) from October 1, 2024, through September 30, 2025.

C-A-3 Request that the City Council consider authorizing the City Manager to execute the Reconciliation Change Order with Capps-Capco Construction, Inc., for the Cascades Unit 4 & 703 Loftin St Drainage project, Bid No. 24-005, increasing the approved contract amount by $8,671.00 (5.2%), from $168,193.00 to $176,864.00.

C-A-4 Request that the City Council consider authorizing the City Manager to approve the final release of retainage in the amount of $23,136.31 to Donelson Construction Company, LLC, for the construction of the 2024 Tyler Pressure Pave Project.

C-A-5 Request that the City Council consider authorizing the City Manager to execute the Reconciliation Change Order with Platinum Paving, LLC for the Off-System (Non-TxDOT) Crossings 01 project, Bid No. 23-046, decreasing the approved contract amount by $2,236.58 (-0.22%), from $1,234,542.48 to $1,232,305.90.

C-A-6 Request that the City Council consider authorizing the City Manager to execute and add Work Order #01 to the Master Services Agreement with Elledge Engineering Corp. for the design and construction phase services, as they relate to the Stormwater Repair Projects 2025 for $112,000.00.

C-A-7 Request that the City Council consider authorizing the City Manager to approve the reconciliation change order and release the retainage in the amount of $41,652.74 to True Roads Construction, LLC, for the construction of the Numerous Drainage Improvements Project.

C-A-8 Request that the City Council consider authorizing the City Manager to purchase one (1) new Freightliner chassis with a Vactor sewer body through Tips Contract #230802 from Doggett Truck Centers for $489,052.50.

C-A-9 Request that the City Council consider authorizing the City Manager to purchase one (1) Elgin Crosswind Street Sweeper from Kinloch Equipment through Sourcewell Contract 093021-ELG as part of the Fleet Replacement Program for FY2025 in the amount of $451,002.00 per unit.

C-A-10 Request that the City Council consider authorizing the City Manager to approve the agreements with various cooperative groups, whereby the City of Tyler can take full advantage of purchasing any and all items available through the cooperatives and to award the purchase of office supplies, furniture and copy paper, by utilizing multiple contracts, to Ables-Land Inc. through FirstChoice Coop, ODP Business Solutions through OMNIA, Staples through Sourcewell and purchase products from Amazon through the OMNIA coop for the fiscal year, October 1, 2024, thru September 30, 2025.

C-A-11 Request that the City Council consider authorizing the City Manager to award the various annual price agreements to the vendors listed for DI Fittings, DI Pipe, Water Meter Boxes / Lids, and Water and Sewer New Install and Repair Products for the fiscal year beginning October 1, 2024.

C-A-12 Request that the City Council consider authorizing the City Manager to award an annual contract to Core & Main LP for the purchase of Neptune water meters, register units, and accessories during Fiscal Year 2024-2025 as needed.

C-A-13 Request that the City Council consider authorizing the City Manager to extend the annual price agreement to Unifirst Corporation for uniform / floor mat rental for one year beginning October 1, 2024.

C-A-14 Request that the City Council consider authorizing the City Manager to award the purchase of Conbraco/Apollo Double Check Detector Assemblies to MacArthur Gauge, Incorporated during the Fiscal Year 2024-2025.

C-A-15 Request that the City Council consider adopting an updated Resolution approving the continued participation in the Texas State Department of Information Resources (DIR) Program and General Services Commission Local Government Purchasing Program. Also, request that the City Council consider authorizing the City Manager to renew several annual leases and to utilize various vendors as sole source for parts and service for technology equipment including computers, software, and telephones for FY 2024-2025.

C-A-16 Request that the City Council consider authorizing the City Manager to purchase one slope mower from Kinloch Equipment through Buyboard contract #706-23 for a total cost of $101,707.50 and one (1) A-60 autonomous mower for $71,829.30 for Parks Dept.

C-A-17 Request that the City Council consider authorizing the City Manager to declare Tyler Water Utilities and Traffic Sign Shop scrap brass, copper, water meters, ductile iron, cast iron and miscellaneous metals as surplus and award Bid Number 24-032, to Tyler Iron & Metal Co. Inc. of Tyler, Texas for the fiscal year beginning October 1, 2024.

C-A-18 Request that the City Council authorize the City Manger to award Triple J as successful bidders for bid 24-037 to provide emergency external fueling for the City of Tyler fleet (non-credit card) during the fuel storage tank replacement project at the City of Tyler Oakwood Complex.

C-A-19 Request that the City Council consider reviewing and accepting the City of Tyler's workers' compensation, property and casualty claim and lawsuit report for 2021-2022, 2022-2023, and 2023-2024 through June 30, 2024, and ratify all claim payments and settlements within the City's retention during that time frame in the amount of $1,623,754. This includes 14 claim payments of $25,000 or more and 11 litigated claims.

C-A-20 Request that the City Council ratify a Skybridge Reciprocal Easement and Maintenance Agreement Approval between the City of Tyler and The University of Texas System and Tyler Regional Hospital, LLC for an aerial walkway across Hospital Drive.

C-A-21 Request that the City Council consider cancelling the regularly scheduled City Council meeting for October 9, 2024. Due to the second regular meeting date in October falling on the date for the City Council to attend the Texas Municipal

League (TML) meeting in Houston.

C-A-22 Request that the City Council consider authorizing the City Manager to award sole source procurement to Martin Marietta, for ready-mix concrete during Fiscal Year 2024-2025.

C-A-23 Request that the City Council consider authorizing the City Manager to award the various annual price agreements for Asphalt, Sak-Crete & Portland, Utility Cut Base Repair Material, Herbicide Treatment for Drainage and Roadsides, Red Select, and Brick Sand for one year beginning October 1, 2024.

C-A-24 Request that the City Council consider authorizing the City Manager to award the Request for Proposal for Disaster Debris Monitoring and Management Services to Thompson Consulting Services LLC as the primary and Debris Tech LLC as a secondary vendor.

C-A-25 Request that the City Council consider authorizing the City Manager to execute an amended professional services contract in the amount of $786,565 with Freese and Nichols, Inc. to provide a new Comprehensive Master Plan for the City of Tyler.

C-A-26 Request that the City Council consider authorizing the City Manager, on behalf of the Tyler Police Department, to sign an Interlocal Agreement with Smith County so the sheriff's department can make application for and accept Edward Byrne Memorial Justice Assistance Grant (JAG) funding for FY 2024.

C-A-27 Request that the City Council consider authorizing the City Manager to approve the use of Analytical Environmental Lab, of Tyler, TX, SPL, Inc. of Dallas, TX and Lower Colorado River Authority Environmental Laboratory Services of Austin, TX as sole sources for certain testing services during Fiscal Year 2024-2025.

C-A-28 Request that the City Council consider awarding sealed bids opened August 7, 2024, to the referenced bidders for the annual price agreements and for the purchase of various water and wastewater treatment chemicals for the fiscal year October 1, 2024, through September 30, 2025.

CITY MANAGER'S REPORT

ADJOURNMENT

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number.

Date: September 25, 2024

Subject: Request that the City Council consider approving the minutes of the regular called meeting of the City Council of the City of Tyler, Texas held on August 14, 2024.

Item Reference:

Request that the City Council consider approving the minutes of the regular called meeting of the City Council of the City of Tyler, Texas held on August 14, 2024.

RECOMMENDATION:

Request that the City Council consider approving the minutes of the regular called meeting of the City Council of the City of Tyler, Texas held on August 14, 2024.

Attachments:
2024 08 14 Minutes

Drafted/Recommended By:
Department Leader Cassandra Brager, City Clerk

Edited/Submitted By:
City Manager

MINUTES OF THE REGULAR CALLED MEETING OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS
August 14, 2024

A regular called meeting of the City Council of the City of Tyler, Texas, was held Wednesday, August 14, 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:	Stuart Hene
Councilmembers:	Brad Curtis
	Shirley McKellar
	Petra Hawkins
	James Wynne
	Lloyd Nichols
City Manager:	Edward Broussard
Deputy City Manager:	Stephanie Franklin
Asst. City Manager:	Heather Nick
City Attorney:	Deborah G. Pullum
Deputy City Attorney:	Steve Kean
Senior Asst. City Attorney:	April Earley
Senior Asst. City Attorney:	Alesha Buckner
City Prosecutor:	James Craig
Director of Organizational Development:	Regina Y. Moss
Airport Manager:	Stephen Thompson
Main Street Director:	Amber Varona
Planning Director:	Kyle Kingma
Chief Financial Officer:	Keidric Trimble
Chief Information Officer:	Benny Yazdanpanahi
City Fire Chief:	David Coble
City Librarian:	Ashley Taylor
Code Enforcement Manager:	Chris Lennon
Compliance Engineer:	Paul Neuhaus
Operations Manager of Neighborhood Services:	Prentice Butler
Police Chief:	Jimmy Toler
City Engineer:	Darin Jennings
Traffic Engineer:	Cameron Williams
Director of Utilities:	Kate Dietz
Director of Parks & Recreation:	Leanne Robinette
Director of Solid Waste, Transit:	Leroy Sparrow
Manager, Water Utilities System, Operation & Maintenance:	Tim Moore
Strategic Planner:	Blake Cathey
City Clerk:	Cassandra Brager

INVOCATION

The Invocation was given by Councilmember Curtis.

MINUTES

Motion by Councilmember Wynne to approve the June 26, 2024 minutes; seconded by Councilmember McKellar; motion carried 7 - 0 & approved as presented.

PRESENTATION

P-1 **Request that the City Council:**

1) Consider receiving a presentation of the Fiscal Year 2024-2025 Proposed Budget;

2) Consider voting to place proposals to adopt an ad valorem tax rate and adopt the final fiscal year 2024-2025 budget as action items for the September 11, 2024 City Council meeting, and;

Motion by Councilmember Wynne to accept the presentation of the Fiscal Year 2024-2025 proposed budget; seconded by Councilmember McKellar; motion carried 7- 0 & approved as presented.

Motion by Councilmember Curtis to schedule public hearings on the proposed property tax rate of 24.0085 cents per 100 dollars of assessed value and the proposed budget on the August 28, 2024 and September 11, 2024 City Council agenda; seconded by Councilmember McKellar; motion carried 7-0 & approved as presented.

3) Consider voting to schedule public hearings on the proposed property tax rate and the proposed budget on the agendas for the August 28, 2024 and September 11, 2024 City Council Meetings.

Motion by Councilmember McKellar to place a proposal to adopt an ad valorem tax rate of 24.0085 cents per 100 dollar of assessed value and the Fiscal Year 2024-2025 budget as an action item on the September 11, 2024 City Council agenda; seconded by Councilmember Nichols; motion carried 7- 0 & approved as presented..

MISCELLANEOUS

M-1 **Request that the City Council consider authorizing the City Manager to execute a professional services contract with Freese and Nichols, Inc. to provide a new Comprehensive Master Plan for the City of Tyler.**

Lance Phillips – 131 CR 37, Tyler, Texas – Spoke on mental health and mental awareness.

Darryl L Davis, 2719 Plaza Ave. Tyler, Texas – Spoke on the fishing pond at the Glass Recreation Center.

Motion by Councilmember Curtis; seconded by Councilmember Nichols; motion carried 7 - 0 & approved as presented.

M-2 **Request that the City Council consider authorizing the City Manager to execute a contract with HDR Engineering, Inc., for the design of the 2024 Railroad Crossing Improvements for a total of $600,000.00**

Motion by Councilmember Wynne; seconded by Councilmember Curtis; motion carried 7 - 0 & approved as presented.

CONSENT

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

C-A-1 Request that the City Council consider authorizing the City Manager to ratify the underground fuel storage tank project total of $443,855.89 to include an additional unforeseen charge of $187,494.88.

C-A-2 Request that the City Council consider ratifying a payment of $159,895.00 to Capps-Capco Construction, Inc., for the replacement of the failed Jeff Davis culvert.

C-A-3 Request that the City Council consider authorizing the City Manager to declare a Ford Explorer and Chevy Tahoe as surplus property and approve the inter - local agreement authorizing the sale to Lindale Independent School District for a total purchase price of $24,000.00.

C-A-4 Request that the City Council consider authorizing the City Manager to execute a contract extension with USIC Locating Services, LLC for locating and marking water, sewer, and stormwater underground facilities in a new contract amount not to exceed $500,000, Buyboard Contract Number 632-20.

C-A-5 Request that the City Council consider authorizing the City Manager to execute a Developer-City Participation Agreement that authorizes Tyler Water Utilities to participate in a project that extends sanitary sewer service to the Huntingtower Addition and remove an existing sewer lift station located at the Hamptons Retirement Facility in an amount not to exceed $188,880.00.

C-A-6 Request that the City Council consider authorizing the City Manager to purchase an additional 1/2-ton pickup from bid 23-084 to replace totaled unit 16300 for Lake Tyler Maintenance Complex for a purchase price of $47,700.00.

C-A-7 Request that the City Council consider authorizing the City Manager to execute Change Order No. 1 for the Capital Improvement Project (CIP) drainage construction contract with Hartbeat Construction for the Repair of Stormwater Inlet Boxes - 2024 project, Bid No. 24-016, increasing the contract amount from $282,866.00 to $320,449.50, funding the $37,563.50 (13.3%) increase with Stormwater Capital Outlay Budget funds.

C-A-8 Request that the City Council consider adopting a Resolution authorizing staff to file an application with the Texas Water Development Board (TWDB) for financial assistance not to exceed $2,000,000.00 related to the Lead Service Line Replacement Program following the Lead Service Line Inventory as mandated by the Texas Commission on

Environmental Quality (TCEQ) and authorizing the City Manager or designee to take all actions needed to receive and expend grant funds. **(R-2024-36)**

C-A-9 Request that the City Council consider authorizing the City Manager to approve the re-plats of Lots 18 and 19, East Side No. 1, located on Lake Tyler.

C-A-10 Request that the City Council consider authorizing the ratification of the submission of the application and acceptance of the grant from the FAA totaling $ 1,561,237.00 to fund Grant 55 for the Airfield Lighting Vault Replacement at Tyler Pounds Regional Airport.

C-A-11 Request that the City Council consider authorizing the City Manager to award Tyler Bid No. 24-006 to B-C Company, Inc. for the Airfield Electrical Vault Replacement project at Tyler Pounds Regional Airport in the amount not to exceed $1,459,431.00.

C-A-12 Request that the City Council consider authorizing the City Manager to execute Work Order No. 4 for $9,730.00 with KSA Engineers for engineering services on the Pavement Classification Rating (PCR) Analysis through the 2023 approved Master Service agreement with Tyler Pounds Regional Airport

C-A-13 Request that the City Council consider authorizing the City Manager to sign a Pipeline Crossing Agreement with the Union Pacific Railroad (UPRR) Company for constructing a sanitary sewer pipeline within Union Pacific Railroad right-of-way and payment of the License Fee in the amount of $7,000.

C-A-14 Request that the City Council consider authorizing the City Manager to execute an Additional Engineering Services Contract, in an amount not to exceed $152,700 with Langan Engineering for the Consent Decree Group 4 Remedial Measures Implementation ASR 3.

Motion by Councilmember Curtis; seconded by Councilmember McKellar; motion carried 7 - 0 & approved as presented.

CITY MANAGER'S REPORT

1. On August 7th, the Main Street Program hosted the Texas Historical Commission Main Street Accreditation Team for their on-site visit and accreditation meeting. Purpose of meeting was to explain updates to the Main Street America Accreditation process, discuss the objectives of the thriving Main Street Program, provide guidance within our downtown district, and celebrate the successes of the City of Tyler Main Street Program. In May of this year, the Tyler Main Street Program was accredited for the 12th year in a row. During the meeting, the Accreditation Team informed the group that Tyler is among the highest scoring Main Street programs. It's especially noted that Tyler had them on the top scores in the strategy-driven programming, which is a accredited to you as Council as well as your Main Street Board and staff in that they understand the fact that the vision that's provided and what it leads to, especially in relationship to our downtown and our Main Street area.
2. You may have seen when you walked in, kind of a big old screen, and that's not the newest size iPad, but what that is our IT department has worked very hard to create a state-of-the-art 55-inch touch display kiosk system specifically designed to improve accessibility and enhance the delivery of public services. This innovative kiosk, which is fully compliant with

the Americans with Disabilities Act, ensures that all community members, regardless of their physical abilities, can effortlessly access the services it offers. The creation of this advanced system also is a collaborative effort with our City Attorney's Office and our City Clerk's Office. Their expertise and insights were critical in ensuring that the kiosk not only meets all legal and regulatory requirements, but also addresses the specific needs of our diverse community. The kiosk allows for the City Clerk's Office to post agendas, announcements, and other important information from any location with updates made instantaneously. The system's efficiency and ease of use marked a significant advancement in how we manage and share information with the public. The project reflects the City's ongoing commitment to utilizing technology to improve public services, making information more accessible and ensuring that our systems are inclusive for all. The IT department extends its gratitude to the City Clerk and the Legal Department, we extend our gratitude to the IT department for their work on this program, which resulted in a robust and user-friendly system that will significantly benefit the entire community.

3. With the work that's going on downtown, you know, we have now buildings coming down, there's trees that were growing up in those buildings, and everything. But with a lot of that, as people come downtown, I'm sure they're like, ooh, what is this, what's going on, what's next? And so, we kind of recommend they go to the Create Tyler website, which is for both the City and for the County, so people can know of just the different goings-on and what roads are closed, what work is being done throughout Tyler and specifically downtown. And so that's the Create Tyler website for that information.
4. And then finally, as you probably drove through, coming to the Council meeting today, school is back in session. And so, our Police Department is busy today as they help with Tyler ISD, making sure that all children here in Tyler have a good, safe first day, and whatever you have the second day and third day is going to be safe too. But it is something where we do ask that people recognize to follow traffic laws and are mindful to give themselves a little extra time to get through school zones as that resumes this week.

Councilmember McKellar – Stated that she would like to say thanks to Mr. Davis. Thank you for coming forth to talk about anything that's happening in District 3. I will get with you and you can show me exactly what you're talking about in regards to the pond. I do jog there three times a week. I was there as of last night and people were out there fishing, so I'll get with you so you can show me exactly what you're talking about. And thank you so much for that. Thank you.

City Manager, Edward Broussard – Stated that Parks Director Leanne Robinette was actually going to prepare some information for Council. We do have a pump that's down over there and also Faulkner Park pump, so just trying to get both those pumps restored for that. So, there may be, as far as this picture shows, there's some moss growing in there. It's also down at Faulkner Park, and we are having some issues there and that's related to just pumps that need to be replaced and just availability of getting those pumps. But she can also join you in on that to assist with any conversation.

ADJOURNMENT

Motion by Councilmember McKellar to adjourn the meeting at 9:53 am; seconded by Councilmember Curtis; motion carried 7 - 0 & meeting adjourned.

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

A T T E S T:

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CASSANDRA BRAGER, CITY CLERK

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. A-1

Date: September 25, 2024

Subject: Request that the City Council consider recognizing the following employees for their years of service and commitment to the City of Tyler. They represent 125 years of service with the City of Tyler. Cassandra Brager, City Clerk, 25 years of service George Bostock, Firefighter XIII, 25 years of service Ronald Bogenschutz, Fire Captain IV, 25 years of service Gregory Allen, Fire Driver Engineer IV, 25 years of service Keith Tate, Firefighter XIII, 25 years of service

Item Reference:

Request that the City Council consider recognizing the following employees for their years of service and commitment to the City of Tyler. They represent 125 years of service with the City of Tyler.

Cassandra Brager, City Clerk, 25 years of service
George Bostock, Firefighter XIII, 25 years of service
Ronald Bogenschutz, Fire Captain IV, 25 years of service
Gregory Allen, Fire Driver Engineer IV, 25 years of service
Keith Tate, Firefighter XIII, 25 years of service

RECOMMENDATION:

Request that the City Council consider recognizing the following employees for their years of service and commitment to the City of Tyler. They represent 125 years of service with the City of Tyler.

Cassandra Brager, City Clerk, 25 years of service
George Bostock, Firefighter XIII, 25 years of service
Ronald Bogenschutz, Fire Captain IV, 25 years of service
Gregory Allen, Fire Driver Engineer IV, 25 years of service
Keith Tate, Firefighter XIII, 25 years of service

Attachments:
September 2024 Service Award CC

Drafted/Recommended By:
Department Leader Regina Y. Moss, Director Organizational Development

Edited/Submitted By:
City Manager

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number: **A-1**

Date: **September 25, 2024**

Subject: **Award for September 2024**

Page: **Page 1 of 1**

Item Reference: **Service Award**

We would like to recognize the following employees for their years of service and commitment to the City of Tyler. At this important milestone, we express our sincere appreciation for your dedication and for the special contribution you make to our organization. They represent **125** years of service with the City of Tyler.

Service Awards

Date of Hire	First Name	Last Name	Title	Department	Years of Service
9/13/1999	Cassandra	Brager	City Clerk	Legal	25
9/09/1999	George	Bostock	Firefighter XIII	Fire	25
9/09/1999	Ronald	Bogenschutz	Fire Captain IV	Fire	25
9/09/1999	Gregory	Allen	Fire Driver Engineer IV	Fire	25
9/09/1999	Keith	Tate	Firefighter XIII	Fire	25

Drafted/Recommended By: Department Leader **Regina Y. Moss**

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. Z-1

Date: September 25, 2024

Subject: PD24-017 BELLWOOD 323 2019, LP (800 BELLWOOD GOLF CLUB ROAD, 4698, 4799, AND 5202 BELLWOOD ROAD, 1471, 1531, 1555, 1565, 1575, 1669, 1699, 1753, 1757, 1781, 1801, 1839, 1847, AND 1873 SOUTH SOUTHWEST LOOP 323, AND 3752 AND 3753 EARL CAMPBELL PARKWAY) Request that the City Council consider adoption of an Ordinance approving a 'PCD', Planned Commercial District final site plan amendment.

Item Reference:

The applicant is requesting the amendment to update the overall concept plan on a 44.43 acre portion of Tracts 7A, 7A.1 S05, and Lot 1.2 of NCB 1545, Lot 1 of NCB 1545-A, and Lots 3, 4, 5, 6, and 7 of NCB 1545-B, two tracts and seven lots containing approximately 154.4 acres of land located west of the intersection of South Southwest Loop 323 and Earl Campbell Parkway (800 Bellwood Golf Club Road, 4698, 4799, and 5202 Bellwood Road, 1471, 1531, 1555, 1565, 1575, 1669, 1699, 1753, 1757, 1781, 1801, 1839, 1847, and 1873 South Southwest Loop 323, and 3752 and 3753 Earl Campbell Parkway).

According to the Unified Development Code (UDC), the 'PCD', Planned Commercial Development District will be designated where retail, commercial, office and limited industrial facilities are needed throughout the city. All development created in a PCD district must be designed and developed in accordance with an approved site development plan and submitted for approval to the Planning Commission and City Council.

a. The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action;
b. The zoning change is consistent with the Tyler 1st Comprehensive Plan;
c. The zoning change promotes the health, safety, or general welfare of the city and the safe, orderly, and healthful development of the city;
d. The zoning change is compatible with the present zoning and/or conforming uses of nearby property and with the character of the neighborhood; and
e. The property to be rezoned is suitable for uses permitted by the District that would be applied by the proposed amendment.

In addition to the zoning change criteria above, the City Council will consider the following specific objectives and criteria for approving any type of planned district currently permitted in this code:
a. A variety of housing types, employment opportunities, or commercial services to

achieve a balanced community;
b. An orderly and creative arrangement of all land uses with respect to each other and to the entire community;
c. A planned and integrated comprehensive transportation system providing for a separation of pedestrian and vehicular traffic, to include facilities such as roadways, bicycle ways and pedestrian walkways;
d. The provisions of cultural or recreational facilities for all segments of the community;
e. The location of general building envelopes to take maximum advantage of the natural and manmade environment; and
f. The staging of development in a manner which can be accommodated by the timely provision of public utilities, facilities, and services.

According to UDC Section 10-587, the burden of proof or persuasion is on the applicant to show that an application complies with approval criteria.

The adjacent properties to the north are zoned 'R-1A', Single-Family Residential District, 'R-MH', Manufactured Home Residential District, 'C-1', Light Commercial District, 'M-1', Light Industrial District, and are in Zone 2 of the City of Tyler ETJ and are developed with a variety of uses. The adjacent properties to the east are zoned 'R-1A', Single-Family Residential District, 'C-1', Light Commercial District, and 'M-1', Light Industrial District and are developed with a variety of uses. The adjacent properties to the south are zoned 'C-2', General Commercial District, 'INT', Institutional District, 'OSP', Open Space & Parkland District, and 'PMXD-2', Planned Mixed-Use District 2 and are developed with a park, a school, and a commercial development. The adjacent properties to the west are zoned 'PMXD-2', Planned Mixed-Use District 2, 'OSP', Open Space & Parkland District, and are in Zone 2 of the Tyler ETJ and are developed with a park or are undeveloped.

This request is consistent with the Tyler 1st Future Land Use Guide which identifies this property as Mixed-Use Center.

This property was re-zoned to 'PCD', Planned Commercial District with an approved concept plan in 2008. The concept plan was intended to a general plan for land uses and major thoroughfares within the development. It was not an approved final site plan which will be required as parts of the overall area develops. The original concept plan showed where land uses would be located and their general densities. It also shows the conceptual alignment of Earl Campbell Parkway through the acreage. The applicant is proposing to update the concept plan by showing a realignment of Earl Campbell Parkway and subsequent updates to land use areas. This conceptual plan amendment is generally consistent with the currently adopted standards for the development and the preliminary plat approved in 2022.

On September 3, 2024, the Planning and Zoning Commission held a public hearing for this request. Mark Priestner, representing the applicant, spoke in favor of the request. No one spoke in opposition.

As of Friday, September 13, 2024, of the 38 notices mailed, no notices were returned in favor or in opposition to the request.

All other departments have reviewed the application and anticipate no significant impact on services and facilities by the proposed rezoning request.

RECOMMENDATION:

The Planning and Zoning Commission by a 6-0 vote recommends approval of the 'PCD', Planned

Commercial District final site plan amendment.

Attachments:
Ordinance
Location Map
Future Land Use Map
Notification Map

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

Edited/Submitted By:
City Manager

ORDINANCE NO. O-2024-

AN ORDINANCE AMENDING THE CITY OF TYLER ZONING ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF TYLER, TEXAS; BY APPROVING THE "PCD", PLANNED COMMERCIAL DISTRICT NARRATIVE AMENDMENT ON A 44.43 ACRE PORTION OF TRACTS 7A, 7A.1 S05, AND LOT 1.2 OF NCB 1545, LOT 1 OF NCB 1545-A, AND LOTS 3, 4, 5, 6, AND 7 OF NCB 1545-B, TWO TRACTS AND SEVEN LOTS CONTAINING APPROXIMATELY 154.4 ACRES OF LAND LOCATED WEST OF THE INTERSECTION OF SOUTH SOUTHWEST LOOP 323 AND EARL CAMPBELL PARKWAY (800 BELLWOOD GOLF CLUB ROAD, 4698, 4799, AND 5202 BELLWOOD ROAD, 1471, 1531, 1555, 1565, 1575, 1669, 1699, 1753, 1757, 1781, 1801, 1839, 1847, AND 1873 SOUTH SOUTHWEST LOOP 323, AND 3752 AND 3753 EARL CAMPBELL PARKWAY); DIRECTING THE AMENDMENT OF THE ZONING MAP; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission of the City of Tyler, Texas, and the City Council of the City of Tyler, Texas, in compliance with the Charter and the State law with reference to the zoning ordinance of the City of Tyler, Texas, and zoning map, have given requisite notices by publication and otherwise and after holding a due hearing and affording a full and fair hearing to all the property owners, generally and to the persons interested, situated in the affected area and in the vicinity thereof, the City Council is of the opinion that the zoning change should be made as set forth herein;

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

PART 1: That the following zone change is hereby approved as follows:

I. APPLICATION PD24-017

That the existing site development plan is hereby amended by approving the narrative attached hereto as Exhibit "A" on the following described property zoned "PCD", Planned Commercial District, to wit:

> On a 44.43 acre portion of Tracts 7A, 7A.1 S05, and Lot 1.2 of NCB 1545, Lot 1 of NCB 1545-A, and Lots 3, 4, 5, 6, and 7 of NCB 1545-B, two tracts and seven lots containing approximately 154.4 acres of land located west of the intersection of South Southwest Loop 323 and Earl Campbell Parkway (800 Bellwood Golf Club Road, 4698, 4799, and 5202 Bellwood Road, 1471, 1531, 1555, 1565, 1575, 1669, 1699, 1753, 1757, 1781, 1801, 1839, 1847, and 1873 South Southwest Loop 323, and 3752 and 3753 Earl Campbell Parkway and in accordance with the Narrative in Exhibit "A" attached hereto and incorporated herein.

PART 2: That the City Manager is hereby ordered and directed to cause the zoning map to be amended to reflect the above described zoning.

PART 3: 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 4: That any person, firm, or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine as provided in Section 1-4 of the Tyler Code. Each day such violation shall continue, or be permitted to continue, shall be deemed a separate offense. Since this ordinance has a penalty for violation, it shall not become effective until after its publication in the newspaper as provided by Section 85 of the Charter of the City of Tyler, Texas, which date is expected to be September 27th, 2024.

PASSED AND APPROVED this the 25th day of September A.D., 2024.

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

A T T E S T:

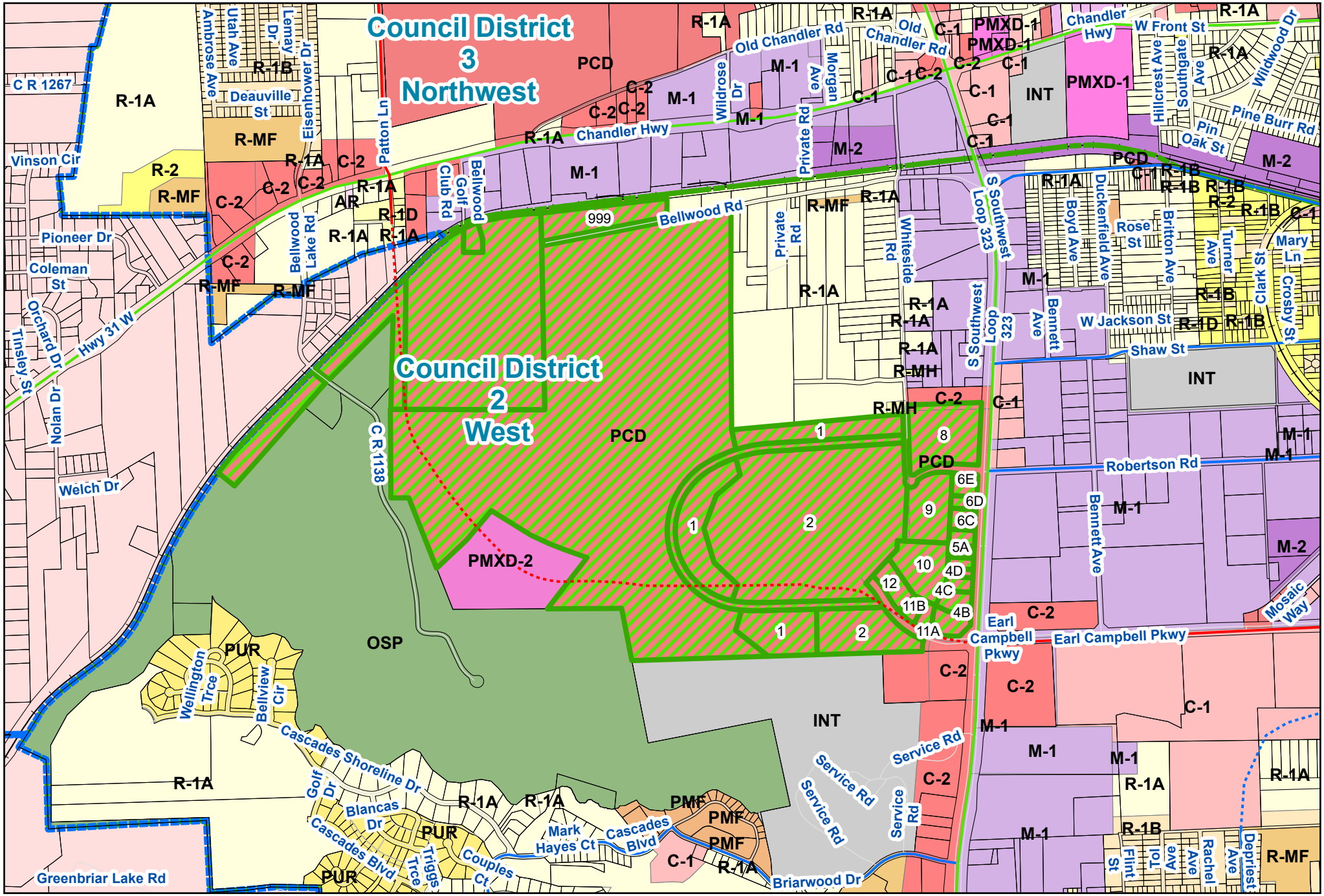
APPROVED:

_____
CASSANDRA BRAGER, CITY CLERK

_____
DEBORAH G. PULLUM,
CITY ATTORNEY

ORDINANCE NO. O-2024-
EXHIBIT "A"
NARRATIVE

*******Amend "PCD" narrative concept plan approved as O-2008-21 only as follows:

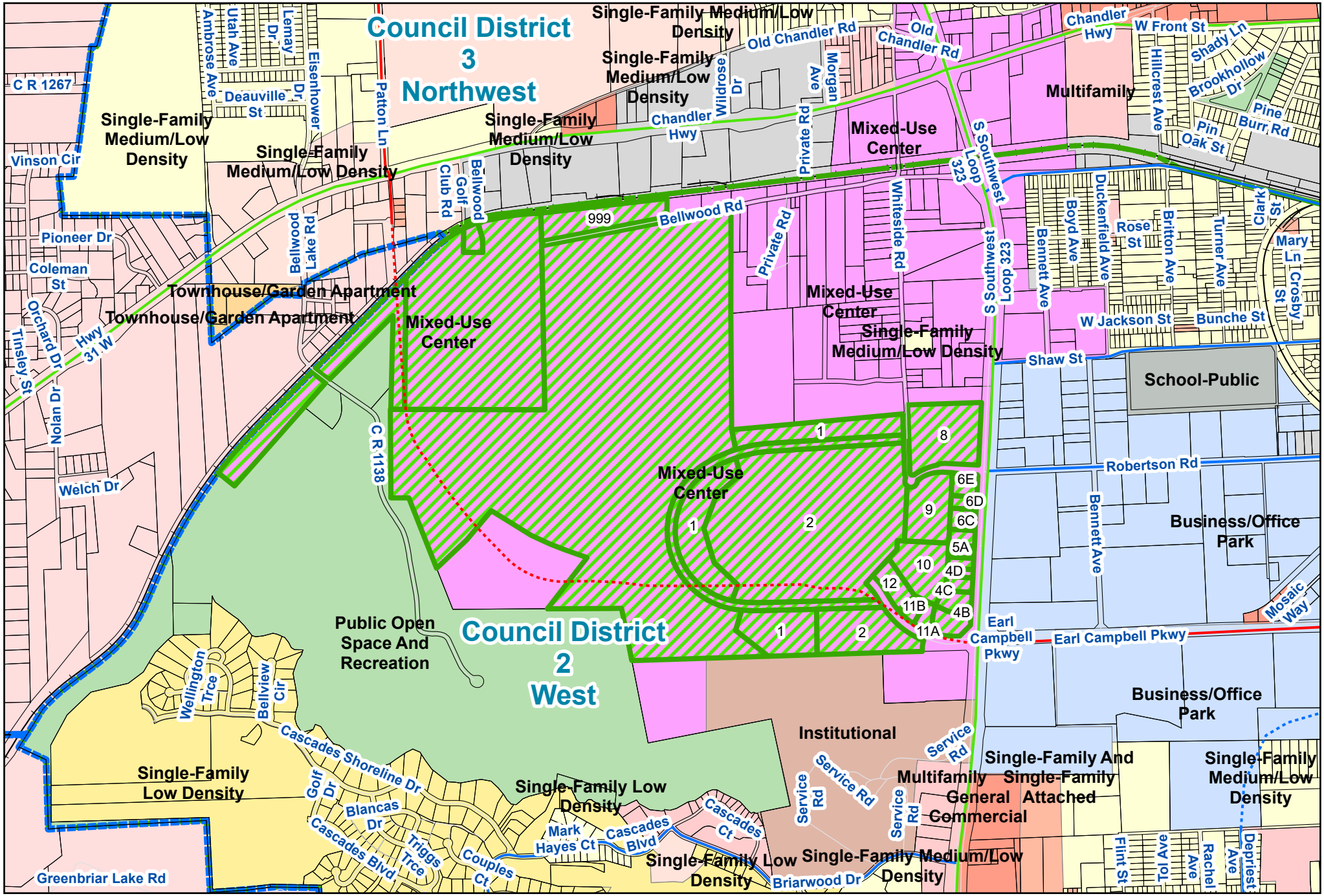


This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

1 inch equals 1,400 feet

ZONING CASE
Zoning Case #: PD24-017
Current Zoning: PCD
Proposed Zoning: PCD SITE PLAN AMENDMENT
BELLWOOD 323 2019, LP

Subject Property
City Limits
Council District Boundary



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1 inch equals 1,400 feet

ZONING CASE
Zoning Case #: PD24-017
Current Zoning: PCD
Proposed Zoning: PCD SITE PLAN AMENDMENT
BELLWOOD 323 2019, LP

Subject Property
City Limits
Council District Boundary

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

1 inch equals 1,000 feet

ZONING CASE
Zoning Case #: PD24-017
Current Zoning: PCD
Proposed Zoning: PCD SITE PLAN AMENDMENT
BELLWOOD 323 2019, LP

Subject Property
200' Mailed Notification Area
City Limits

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. Z-2

Date: September 25, 2024

Subject: PD24-018 BELLWOOD 323 2019, LP (800 BELLWOOD GOLF CLUB ROAD, 4698, 4799, AND 5202 BELLWOOD ROAD, 1471, 1531, 1555, 1565, 1575, 1669, 1699, 1753, 1757, 1781, 1801, 1839, 1847, AND 1873 SOUTH SOUTHWEST LOOP 323, AND 3752 AND 3753 EARL CAMPBELL PARKWAY) Request that the City Council consider adoption of an Ordinance approving a 'PCD', Planned Commercial District final site plan amendment.

Item Reference:

The applicant is requesting the amendment to remove a use restriction for Auto Quick Service and Auto Service Garage uses along Loop 323 on a 44.43 acre portion of Tracts 7A, 7A.1 S05, and Lot 1.2 of NCB 1545, Lot 1 of NCB 1545-A, and Lots 3, 4, 5, 6, and 7 of NCB 1545-B, two tracts and seven lots containing approximately 154.4 acres of land located west of the intersection of South Southwest Loop 323 and Earl Campbell Parkway (800 Bellwood Golf Club Road, 4698, 4799, and 5202 Bellwood Road, 1471, 1531, 1555, 1565, 1575, 1669, 1699, 1753, 1757, 1781, 1801, 1839, 1847, and 1873 South Southwest Loop 323, and 3752 and 3753 Earl Campbell Parkway).

According to the Unified Development Code (UDC), the 'PCD', Planned Commercial Development District will be designated where retail, commercial, office and limited industrial facilities are needed throughout the city. All development created in a PCD district must be designed and developed in accordance with an approved site development plan and submitted for approval to the Planning Commission and City Council.

a. The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action;
b. The zoning change is consistent with the Tyler 1st Comprehensive Plan;
c. The zoning change promotes the health, safety, or general welfare of the city and the safe, orderly, and healthful development of the city;
d. The zoning change is compatible with the present zoning and/or conforming uses of nearby property and with the character of the neighborhood; and
e. The property to be rezoned is suitable for uses permitted by the District that would be applied by the proposed amendment.

In addition to the zoning change criteria above, the City Council will consider the following specific objectives and criteria for approving any type of planned district currently permitted in this code:

a. A variety of housing types, employment opportunities, or commercial services to achieve a balanced community;
b. An orderly and creative arrangement of all land uses with respect to each other and to the entire community;
c. A planned and integrated comprehensive transportation system providing for a separation of pedestrian and vehicular traffic, to include facilities such as roadways, bicycle ways and pedestrian walkways;
d. The provisions of cultural or recreational facilities for all segments of the community;
e. The location of general building envelopes to take maximum advantage of the natural and manmade environment; and
f. The staging of development in a manner which can be accommodated by the timely provision of public utilities, facilities, and services.

According to UDC Section 10-587, the burden of proof or persuasion is on the applicant to show that an application complies with approval criteria.

The adjacent properties to the north are zoned 'R-1A', Single-Family Residential District, 'R-MH', Manufactured Home Residential District, 'C-1', Light Commercial District, 'M-1', Light Industrial District, and are in Zone 2 of the City of Tyler ETJ and are developed with a variety of uses. The adjacent properties to the east are zoned 'R-1A', Single-Family Residential District, 'C-1', Light Commercial District, and 'M-1', Light Industrial District and are developed with a variety of uses. The adjacent properties to the south are zoned 'C-2', General Commercial District, 'INT', Institutional District, 'OSP', Open Space & Parkland District, and 'PMXD-2', Planned Mixed-Use District 2 and are developed with a park, a school, and a commercial development. The adjacent properties to the west are zoned 'PMXD-2', Planned Mixed-Use District 2, 'OSP', Open Space & Parkland District, and are in Zone 2 of the Tyler ETJ and are developed with a park or are undeveloped.

This request is consistent with the Tyler 1st Future Land Use Guide which identifies this property as Mixed-Use Center.

In 2008, this property was re-zoned to 'PCD', Planned Commercial District with development standards including restrictions on certain uses including automotive repair. The applicant is proposing to remove a use restriction of 'auto quick service' and 'auto service garage' from the development standards only for properties along Loop 323. In 2022, a similar amendment was made to remove 'automated car washes' from the prohibited uses along Loop 323.

On September 3, 2024, the Planning and Zoning Commission held a public hearing for this request. Mark Priestner, representing the applicant, spoke in favor of the request. No one spoke in opposition.

As of Friday, September 13, 2024, of the 38 notices mailed, no notices were returned in favor or in opposition to the request.

All other departments have reviewed the application and anticipate no significant impact on services and facilities by the proposed rezoning request.

RECOMMENDATION:

The Planning and Zoning Commission by a 6-0 vote recommends approval of the 'PCD', Planned Commercial District final site plan amendment.

Attachments:
Ordinance
Location Map
Future Land Use Map
Notification Map

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

Edited/Submitted By:
City Manager

ORDINANCE NO. O-2024-

AN ORDINANCE AMENDING THE CITY OF TYLER ZONING ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF TYLER, TEXAS; BY APPROVING THE "PCD", PLANNED COMMERCIAL DISTRICT NARRATIVE AMENDMENT ON A 44.43 ACRE PORTION OF TRACTS 7A, 7A.1 S05, AND LOT 1.2 OF NCB 1545, LOT 1 OF NCB 1545-A, AND LOTS 3, 4, 5, 6, AND 7 OF NCB 1545-B, TWO TRACTS AND SEVEN LOTS CONTAINING APPROXIMATELY 154.4 ACRES OF LAND LOCATED WEST OF THE INTERSECTION OF SOUTH SOUTHWEST LOOP 323 AND EARL CAMPBELL PARKWAY (800 BELLWOOD GOLF CLUB ROAD, 4698, 4799, AND 5202 BELLWOOD ROAD, 1471, 1531, 1555, 1565, 1575, 1669, 1699, 1753, 1757, 1781, 1801, 1839, 1847, AND 1873 SOUTH SOUTHWEST LOOP 323, AND 3752 AND 3753 EARL CAMPBELL PARKWAY); DIRECTING THE AMENDMENT OF THE ZONING MAP; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission of the City of Tyler, Texas, and the City Council of the City of Tyler, Texas, in compliance with the Charter and the State law with reference to the zoning ordinance of the City of Tyler, Texas, and zoning map, have given requisite notices by publication and otherwise and after holding a due hearing and affording a full and fair hearing to all the property owners, generally and to the persons interested, situated in the affected area and in the vicinity thereof, the City Council is of the opinion that the zoning change should be made as set forth herein;

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

PART 1: That the following zone change is hereby approved as follows:

I. APPLICATION PD24-018

That the existing site development plan is hereby amended by approving the narrative attached hereto as Exhibit "A" on the following described property zoned "PCD", Planned Commercial District, to wit:

> On a 44.43 acre portion of Tracts 7A, 7A.1 S05, and Lot 1.2 of NCB 1545, Lot 1 of NCB 1545-A, and Lots 3, 4, 5, 6, and 7 of NCB 1545-B, two tracts and seven lots containing approximately 154.4 acres of land located west of the intersection of South Southwest Loop 323 and Earl Campbell Parkway (800 Bellwood Golf Club Road, 4698, 4799, and 5202 Bellwood Road, 1471, 1531, 1555, 1565, 1575, 1669, 1699, 1753, 1757, 1781, 1801, 1839, 1847, and 1873 South Southwest Loop 323, and 3752 and 3753 Earl Campbell Parkway and in accordance with the Narrative in Exhibit "A" attached hereto and incorporated herein.

PART 2: That the City Manager is hereby ordered and directed to cause the zoning map to be amended to reflect the above described zoning.

PART 3: 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 4: That any person, firm, or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine as provided in Section 1-4 of the Tyler Code. Each day such violation shall continue, or be permitted to continue, shall be deemed a separate offense. Since this ordinance has a penalty for violation, it shall not become effective until after its publication in the newspaper as provided by Section 85 of the Charter of the City of Tyler, Texas, which date is expected to be September 27th, 2024.

PASSED AND APPROVED this the 25th day of September A.D., 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

ORDINANCE NO. O-2024-
EXHIBIT "A"
NARRATIVE

*******Amend "PCD" narrative approved as O-2008-21 only as follows:

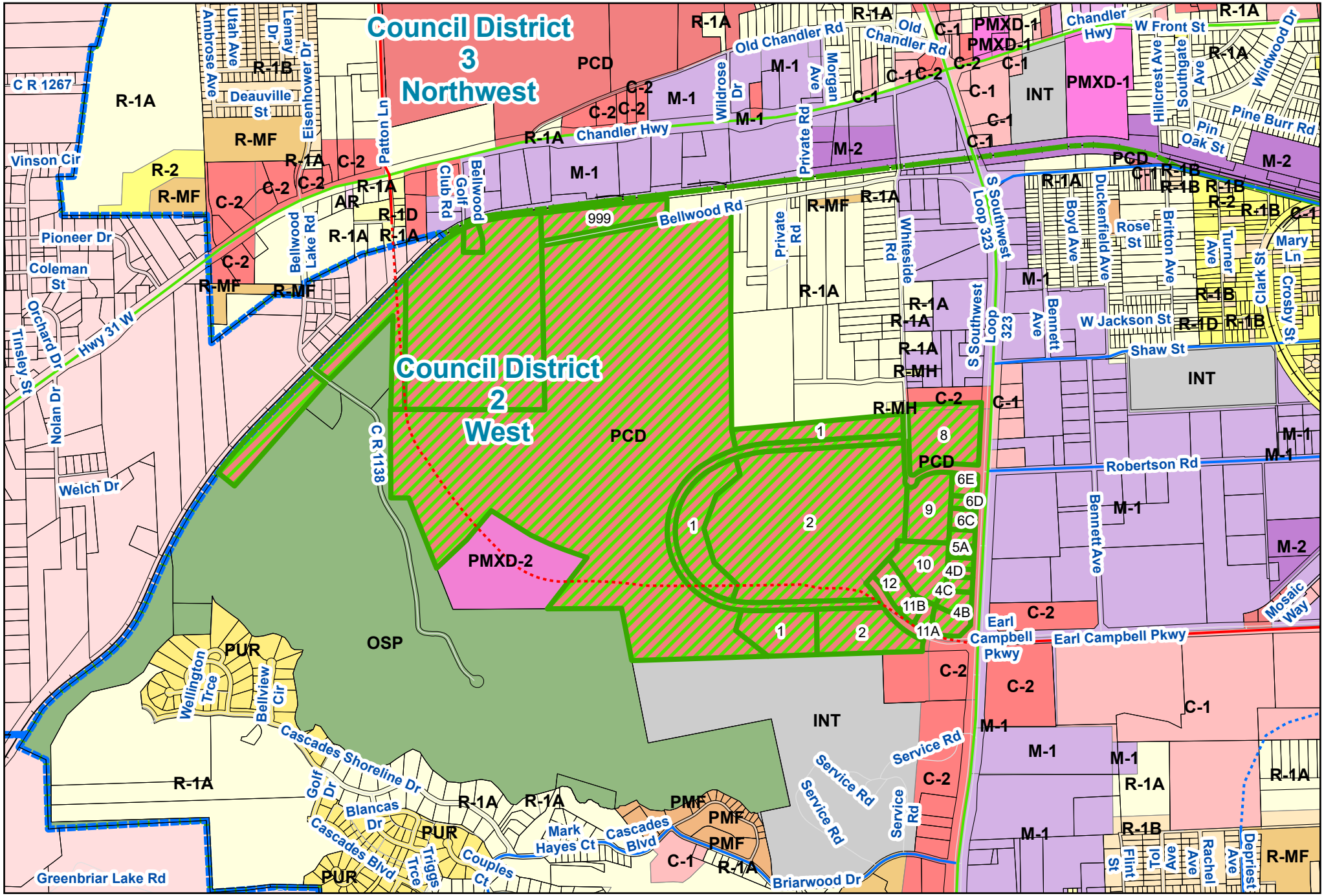
V. PERMITTED USES

A. Except as follows, uses permitted by Section 10-203(b) of the Zoning Ordinance [Use Chart] and by Section 10-230 of the Zoning Ordinance [Planned Commercial District] are permitted on the Property, including, but not limited to, single family detached, zero lot line homes, single family attached, multifamily (both standard and tower), and antique stores:

1. Expressly Prohibited Uses:

a. Alcoholic, narcotic. and psychiatric care
b. Amusement park. commercial (outdoor)
c. Auto detail shop
d. Auto glass, muffler, and seat cover shop
c. Auto quick service (oil & use) (except along Loop 323 frontage)
f. Auto service garage (except along Loop 323 frontage)
g. Auto supply (with install)
h. Auto transmission repair shop
i. Auto and truck paint and body shop
j. Auto, truck, and equipment auction facility
k. Carwash, Automated (except along Loop 323 frontage)
l. Carwash, do-it-yourself(4±bays)
m. Carwash, do-it-yourself(maximum 4 bays)
n. Farm, machinery, heavy equipment dealership
o. Flea market (indoor only)
p. Flea market (with outdoor display)
q. Hauling and storage facility
r. Mini-storage warehouse
s. Outdoor storage (permanent)
t. Pawn brokerage shop
u. Second hand store (does not include an antique store)
v. Self-service storage facility

w. Stadium (public)
x, Tobacco store
y. Truck, heavy equipment rental facility
z. Truck, tractor (sales, rental, service)



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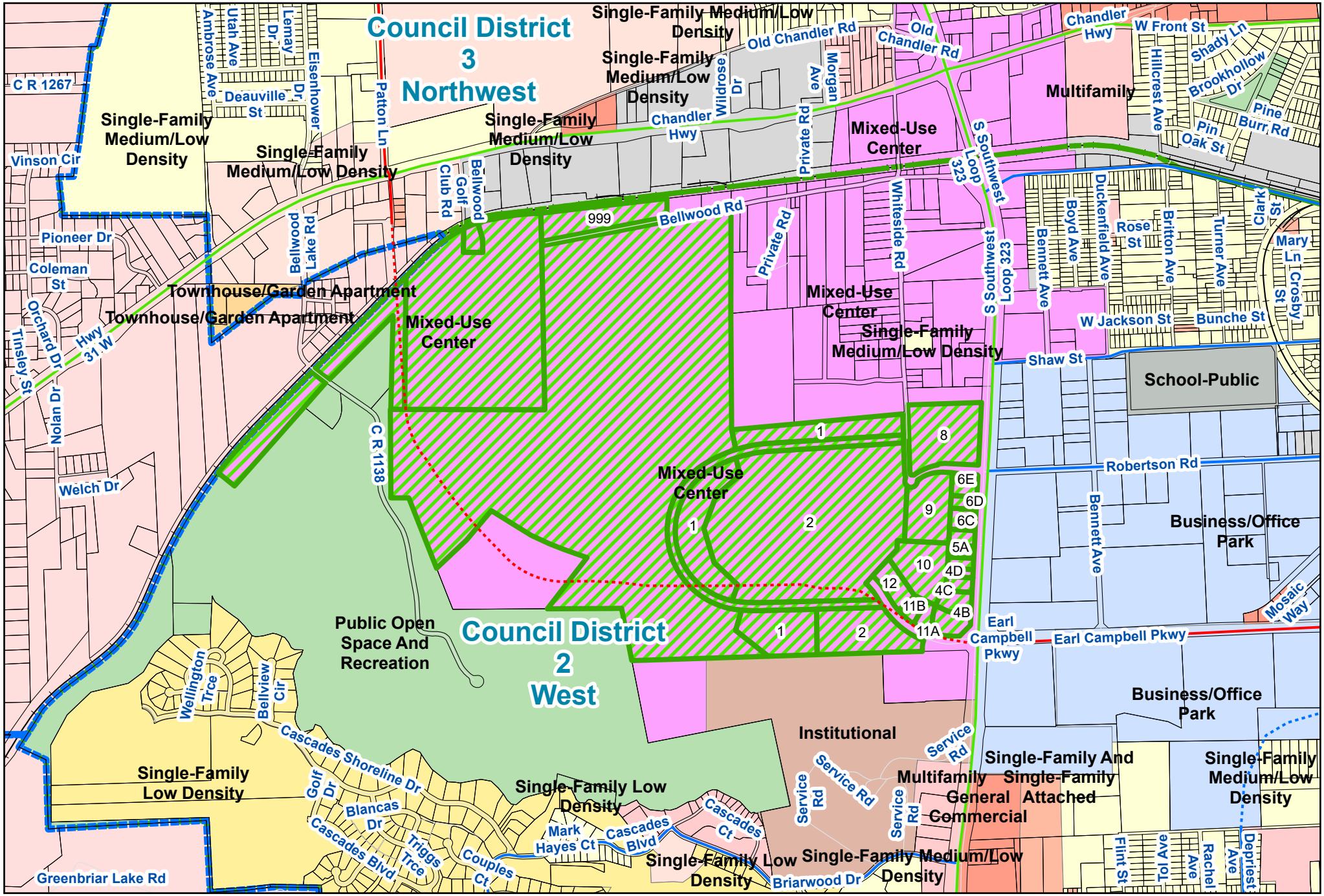
1 inch equals 1,400 feet

ZONING CASE
Zoning Case #: PD24-018
Current Zoning: PCD
Proposed Zoning: PCD SITE PLAN AMENDMENT
BELLWOOD 323 2019, LP

Subject Property
City Limits
Council District Boundary



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1 inch equals 1,400 feet

ZONING CASE
Zoning Case #: PD24-018
Current Zoning: PCD
Proposed Zoning: PCD SITE PLAN AMENDMENT
BELLWOOD 323 2019, LP

Subject Property
City Limits
Council District Boundary

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

1 inch equals 1,000 feet

ZONING CASE
Zoning Case #: PD24-018
Current Zoning: PCD
Proposed Zoning: PCD SITE PLAN AMENDMENT
BELLWOOD 323 2019, LP

Subject Property
200' Mailed Notification Area
City Limits

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. Z-3

Date: September 25, 2024

Subject: PD24-019 BELLWOOD 323 2019, LP (1471, 1555, 1565, 1575, 1669, 1699, 1753, 1781, 1801, 1839, AND 1873 SOUTH SOUTHWEST LOOP 323 AND 3753 EARL CAMPBELL PARKWAY) Request that the City Council consider adoption of an Ordinance approving a 'PCD', Planned Commercial District final site plan amendment.

Item Reference:

The applicant is requesting the amendment to allow for an Auto Quick Service and Auto Service Garage use on Lots 3-A, 4-B, 4-C, 4-D, 4-E, 5-A, 6-B, 6-C, 6-D, 6-E, 9, 10, 11-A, 11-B, and 12 of NCB 1545-B and Lot 8 of NCB 1545-A, 16 lots containing approximately 47.6 acres located north of the northwest intersection of Earl Campbell Parkway and South Southwest Loop 323 (1471, 1555, 1565, 1575, 1669, 1699, 1753, 1781, 1801, 1839, and 1873 South Southwest Loop 323).

According to the Unified Development Code (UDC), the 'PCD', Planned Commercial Development District will be designated where retail, commercial, office and limited industrial facilities are needed throughout the city. All development created in a PCD district must be designed and developed in accordance with an approved site development plan and submitted for approval to the Planning Commission and City Council.

a. The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action;
b. The zoning change is consistent with the Tyler 1st Comprehensive Plan;
c. The zoning change promotes the health, safety, or general welfare of the city and the safe, orderly, and healthful development of the city;
d. The zoning change is compatible with the present zoning and/or conforming uses of nearby property and with the character of the neighborhood; and
e. The property to be rezoned is suitable for uses permitted by the District that would be applied by the proposed amendment.

In addition to the zoning change criteria above, the City Council will consider the following specific objectives and criteria for approving any type of planned district currently permitted in this code:
a. A variety of housing types, employment opportunities, or commercial services to achieve a balanced community;
b. An orderly and creative arrangement of all land uses with respect to each other and to the entire community;

c. A planned and integrated comprehensive transportation system providing for a separation of pedestrian and vehicular traffic, to include facilities such as roadways, bicycle ways and pedestrian walkways;
d. The provisions of cultural or recreational facilities for all segments of the community;
e. The location of general building envelopes to take maximum advantage of the natural and manmade environment; and
f. The staging of development in a manner which can be accommodated by the timely provision of public utilities, facilities, and services.

According to UDC Section 10-587, the burden of proof or persuasion is on the applicant to show that an application complies with approval criteria.

The adjacent property to the north is zoned 'C-2', General Commercial District and is currently undeveloped. The adjacent properties to the east are zoned 'R-1A', Single-Family Residential District, 'C-1', Light Commercial District, and 'M-1', Light Industrial District and are developed with a variety of uses. The adjacent properties to the west are zoned 'PCD', Planned Commercial District and are currently undeveloped. The adjacent property to the south is zoned 'C-2', General Commercial District and is the location of a Sam's Club store.

This request is consistent with the Tyler 1st Future Land Use Guide which identifies this property as Mixed-Use Center.

In 2022, a site plan was approved for the area north of Robertson Road and between Whiteside Road and Loop 323 for an apartment complex. This area is being amended to show the updated plan for commercial outparcels along Loop 323 including a proposed Brakes Plus establishment. The site plan stipulates that all work is to be performed inside a fully enclosed structure and no outdoor display or storage of vehicles will be permitted. The proposed site plan is consistent with the approved 'PCD' development standards including a 20 feet wide landscaping strip along Loop 323.

On September 3, 2024, the Planning and Zoning Commission held a public hearing for this request. Mark Priestner, representing the applicant, spoke in favor of the request. No one spoke in opposition.

As of Friday, September 13, 2024, of the 12 notices mailed, no notices were returned in favor or in opposition to the request.

All other departments have reviewed the application and anticipate no significant impact on services and facilities by the proposed rezoning request.

RECOMMENDATION:

The Planning and Zoning Commission by a 6-0 vote recommends approval of the 'PCD', Planned Commercial District final site plan amendment.

Attachments:
Ordinance
Location Map
Future Land Use Map
Notification Map

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

Edited/Submitted By:
City Manager

ORDINANCE NO. O-2024-

AN ORDINANCE AMENDING THE CITY OF TYLER ZONING ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF TYLER, TEXAS; BY APPROVING THE "PCD", PLANNED COMMERCIAL DISTRICT SITE PLAN AMENDMENT ON LOTS 3-A, 4-B, 4-C, 4-D, 4-E, 5-A, 6-B, 6-C, 6-D, 6-E, 9, 10, 11-A, 11-B, AND 12 OF NCB 1545-B AND LOT 8 OF NCB 1545-A, 16 LOTS CONTAINING APPROXIMATELY 47.6 ACRES LOCATED NORTH OF THE NORTHWEST INTERSECTION OF EARL CAMPBELL PARKWAY AND SOUTH SOUTHWEST LOOP 323 (1471, 1555, 1565, 1575, 1669, 1699, 1753, 1781, 1801, 1839, AND 1873 SOUTH SOUTHWEST LOOP 323); DIRECTING THE AMENDMENT OF THE ZONING MAP; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission of the City of Tyler, Texas, and the City Council of the City of Tyler, Texas, in compliance with the Charter and the State law with reference to the zoning ordinance of the City of Tyler, Texas, and zoning map, have given requisite notices by publication and otherwise and after holding a due hearing and affording a full and fair hearing to all the property owners, generally and to the persons interested, situated in the affected area and in the vicinity thereof, the City Council is of the opinion that the zoning change should be made as set forth herein;

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

PART 1: That the following zone change is hereby approved as follows:

I. APPLICATION PD24-019

That the existing site development plan is hereby amended by approving the site plan attached hereto as Exhibit "A" on the following described property zoned "PCD", Planned Commercial District, to wit:

> On Lots 3-A, 4-B, 4-C, 4-D, 4-E, 5-A, 6-B, 6-C, 6-D, 6-E, 9, 10, 11-A, 11-B, and 12 of NCB 1545-B and Lot 8 of NCB 1545-A, 16 lots containing approximately 47.6 acres located north of the northwest intersection of Earl Campbell Parkway and South Southwest Loop 323 (1471, 1555, 1565, 1575, 1669, 1699, 1753, 1781, 1801, 1839, and 1873 South Southwest Loop 323) and in accordance with the final site plan in Exhibit "A" attached hereto and incorporated herein.

PART 2: That the City Manager is hereby ordered and directed to cause the zoning map to be amended to reflect the above described zoning.

PART 3: 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 4: That any person, firm, or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine as provided in Section 1-4 of the Tyler Code. Each day such violation shall continue, or be permitted to continue, shall be deemed a separate offense. Since this ordinance has a penalty for violation, it shall not become effective until after its publication in the newspaper as provided by Section 85 of the Charter of the City of Tyler, Texas, which date is expected to be September 27th, 2024.

PASSED AND APPROVED this the 25th day of September A.D., 2024.

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

A T T E S T:

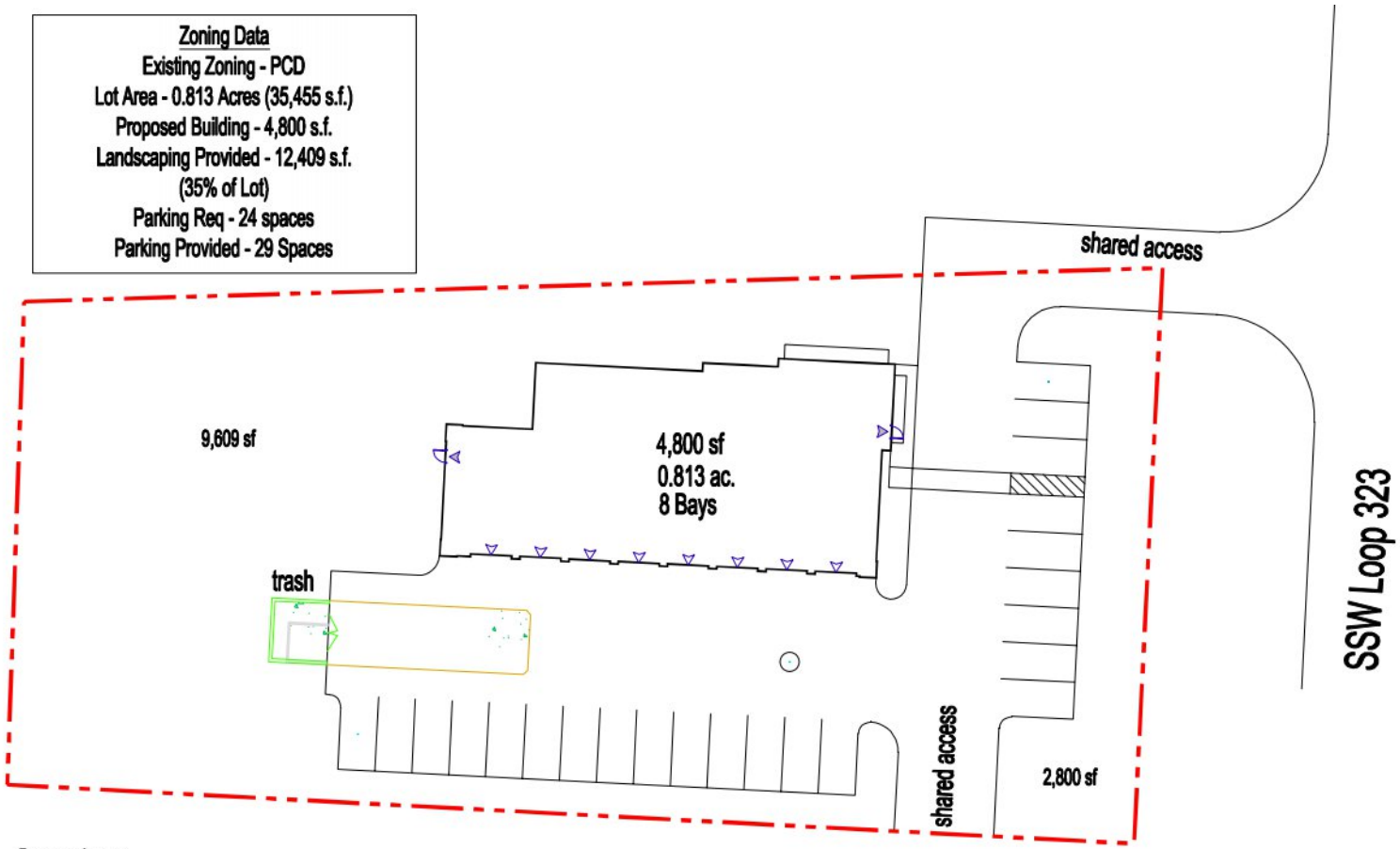
_____
CASSANDRA BRAGER, CITY CLERK

APPROVED:

_____
DEBORAH G. PULLUM,
CITY ATTORNEY

ORDINANCE NO. O-2024-
EXHIBIT "A"
FINAL SITE PLAN

Zoning Data
Existing Zoning - PCD
Lot Area - 0.813 Acres (35,455 s.f.)
Proposed Building - 4,800 s.f.
Landscaping Provided - 12,409 s.f.
(35% of Lot)
Parking Req - 24 spaces
Parking Provided - 29 Spaces



Proposed uses:

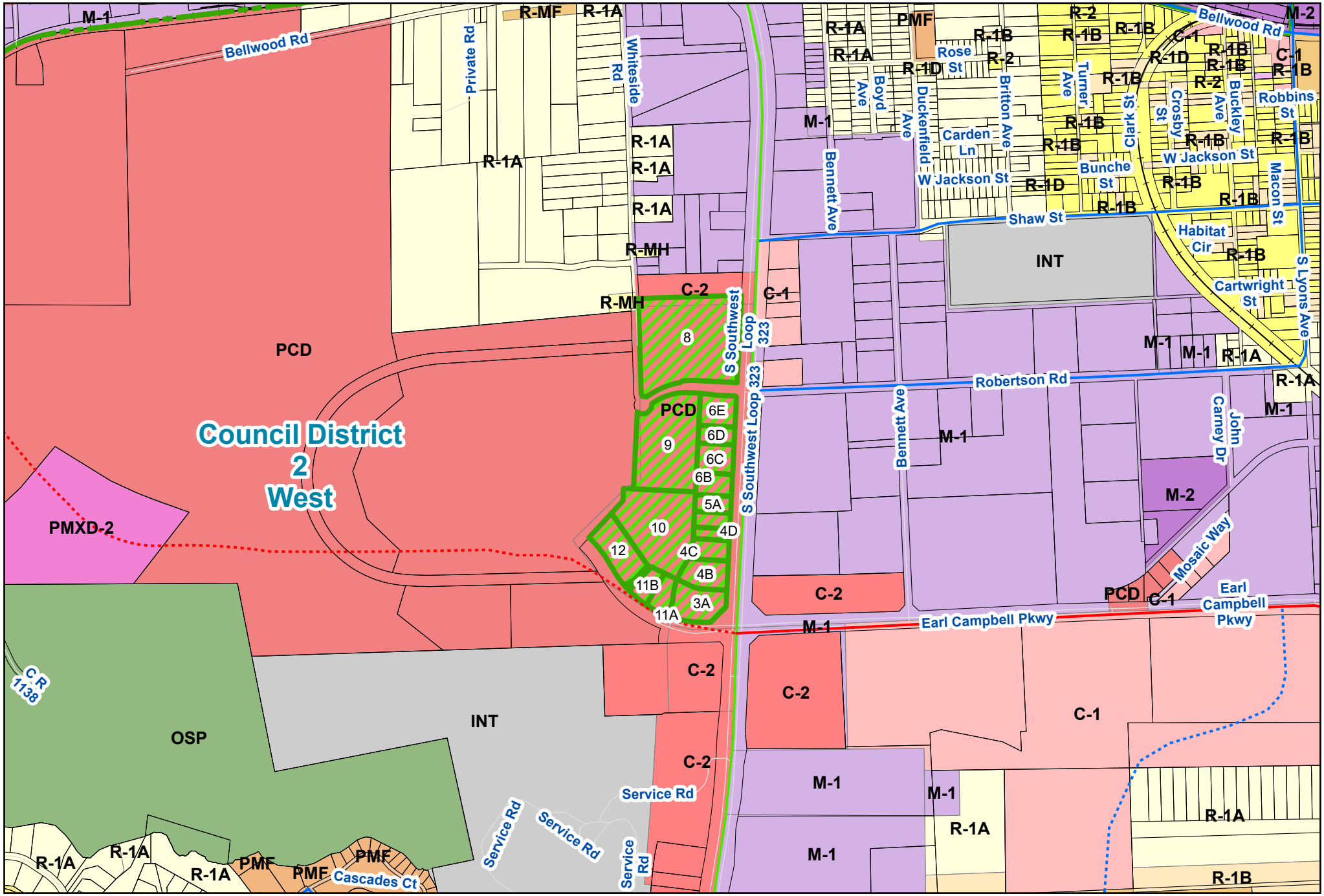
AUTO REPAIR & MAINTENANCE

BRAKES
BRAKE INSPECTION
BRAKE PADS
BRAKE ROTORS

MAINTENANCE
AIR FILTER
ALIGNMENT
BATTERIES
COOLING SYSTEM
DIFFERENTIAL & TRANSFER CASE
FUEL FILTER
FUEL SYSTEM CLEANING
HEADLIGHTS
OIL CHANGE
POWER STEERING
PRE-PURCHASE INSPECTION
SCHEDULED MAINTENANCE
TIRE ROTATION
TRANSMISSION
TUNE-UP
WINDSHIELD WIPERS

REPAIR SERVICE
AIR CONDITIONING
CLUTCH
CV JOINTS, BOOTS & AXLES
DIAGNOSTIC
EXHAUST
RADIATOR
SERPENTINE BELT
SHOCKS & STRUTS
STARTER & ALTERNATOR
STEERING & SUSPENSION

Notes:
All work to be performed inside a fully enclosed structure.
No outdoor display or storage of vehicles permitted.



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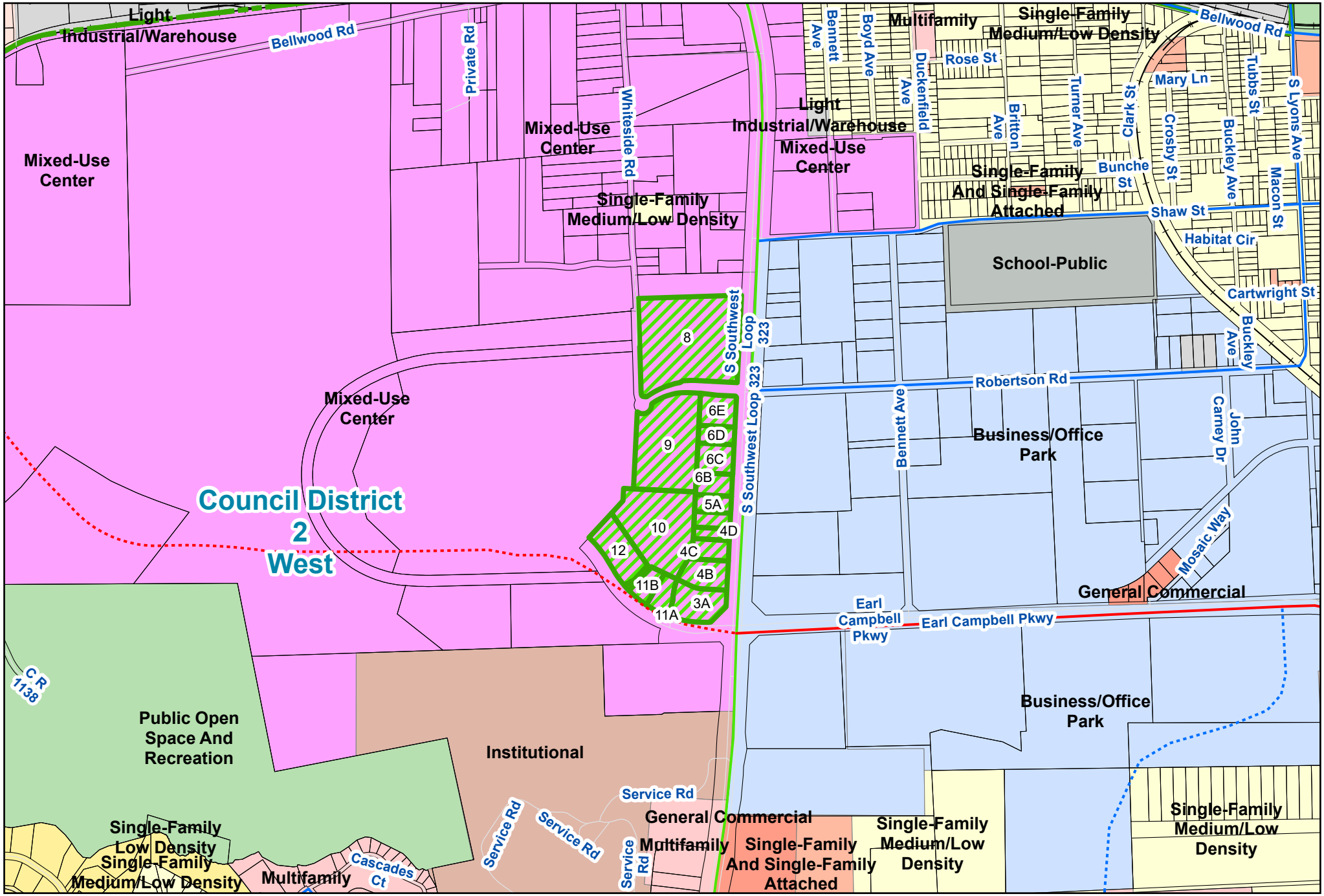
1 inch equals 1,000 feet

ZONING CASE
Zoning Case #: PD24-019
Current Zoning: PCD
Proposed Zoning: PCD SITE PLAN AMENDMENT
BELLWOOD 323 2019, LP

Subject Property



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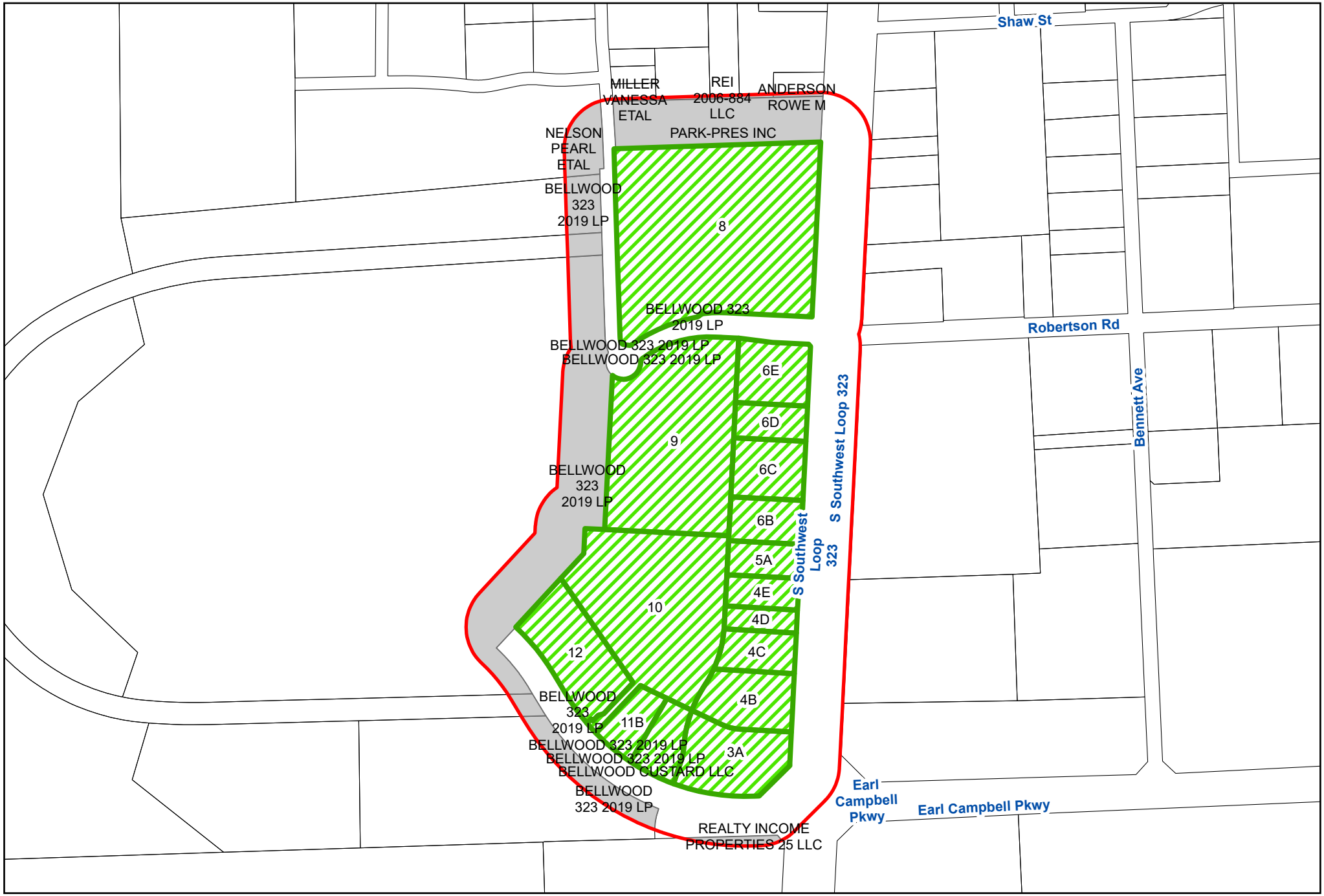
1 inch equals 1,000 feet

ZONING CASE
Zoning Case #: PD24-019
Current Zoning: PCD
Proposed Zoning: PCD SITE PLAN AMENDMENT
BELLWOOD 323 2019, LP

Subject Property



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1 inch equals 500 feet

ZONING CASE
Zoning Case #: PD24-019
Current Zoning: PCD
Proposed Zoning: PCD SITE PLAN AMENDMENT
BELLWOOD 323 2019, LP

Subject Property
200' Mailed Notification Area

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. Z-4

Date: September 25, 2024

Subject: Z24-028 GENECOV WEST MUD CREEK LLC (1227 WILDER WAY AND 8702, 8703, 8708, 8709, 8714, 8810, 8811, 8815, AND 8817 WILDER TRAIL) Request that the City Council consider adoption of an Ordinance approving a zone change from 'AG', Agricultural District to 'R-1A', Single-Family Residential District.

Item Reference:

The applicant is requesting the zone change to develop the property with low-density single-family residential units on ten lots containing approximately 23 acres of land located north of the intersection of Cumberland Road and Wilder Trail (1227, 8703, 8709, 8817, 8811, 8715, 8702, 8708, 8714, and 8810 Wilder Trail).

According to the Unified Development Code (UDC), the "R-1A", Single-Family Residential District is primarily intended to accommodate development of detached, single-family housing on large individual lots. In addition, the district allows churches, schools, and accessory buildings and uses. The maximum building height is 42 feet. Setback requirements are 25 feet in the front and rear, seven and one-half feet on the interior side and 12 feet on the corner side. Minimum lot size is 9,000 square feet.

The adjacent properties to the north and east are zoned "AG", Agricultural District, and are undeveloped. The adjacent properties to the west and south are zoned "AG", Agricultural District and are developed with single-family homes.

This request is consistent with the Tyler 1st Future Land Use Guide which identifies this property as Single-Family Low Density.

The applicant intends to develop the acreage into single-family residential lots.

On September 3, 2024, the Planning and Zoning Commission held a public hearing for this request. The applicant spoke in favor of the request. No one spoke in opposition.

As of Friday, September 13, 2024, of the 13 notices mailed, none were returned in favor, and one notice was returned in opposition to the request for a total protest calculation of 12.52 percent. The protest seemed to be centered on West Mud Creek and not on the proposed request.

All other departments have reviewed the application and anticipate no significant impact on services

and facilities by the proposed rezoning request.

RECOMMENDATION:

The Planning and Zoning Commission by a 5-0-1 vote with one abstention, recommends approval of the zone change from 'AG', Agricultural District to 'R-1A', Single-Family Residential District.

Attachments:
Ordinance
Location Map
Future Land Use Map
Notification Map

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

Edited/Submitted By:
City Manager

ORDINANCE NO. O-2024-

AN ORDINANCE AMENDING THE CITY OF TYLER ZONING ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF TYLER, TEXAS; BY CHANGING THE ZONING FROM "AG", AGRICULTURAL DISTRICT TO "R-1A", SINGLE-FAMILY RESIDENTIAL DISTRICT ON LOTS 1-A, 2-A, 3-A, 4-A, 5-A, 6-A, 7-A, 8-A, 9-A, AND 10-A OF NCB 1125-F, TEN LOTS CONTAINING APPROXIMATELY 23 ACRES OF LAND LOCATED NORTH OF THE INTERSECTION OF CUMBERLAND ROAD AND WILDER TRAIL (1227, 8703, 8709, 8817, 8811, 8715, 8702, 8708, 8714, AND 8810 WILDER TRAIL); DIRECTING THE AMENDMENT OF THE ZONING MAP; DIRECTING THE AMENDMENT OF THE FUTURE LAND USE GUIDE MAP; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission of the City of Tyler, Texas, and the City Council of the City of Tyler, Texas, in compliance with the Charter and the State law with reference to the zoning ordinance of the City of Tyler, Texas, and zoning map, have given requisite notices by publication and otherwise and after holding a due hearing and affording a full and fair hearing to all the property owners, generally and to the persons interested, situated in the affected area and in the vicinity thereof, the City Council is of the opinion that the zoning change should be made as set forth herein;

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

PART 1: That the following zone change is hereby approved as follows:

I. APPLICATION Z24-028

That the following described property, which has heretofore been zoned "AG", Agricultural District, shall hereafter bear the zoning classification of "R-1A", Single-Family Residential District, to wit:

> On Lots 1-A, 2-A, 3-A, 4-A, 5-A, 6-A, 7-A, 8-A, 9-A, and 10-A of NCB 1125-F, ten lots containing approximately 23 acres of land located north of the intersection of Cumberland Road and Wilder Trail (1227, 8703, 8709, 8817, 8811, 8715, 8702, 8708, 8714, and 8810 Wilder Trail).

PART 2: That the City Manager is hereby ordered and directed to cause the zoning map to be amended to reflect the above described zoning and the Future Land Use Guide to reflect Single-FamilyMedium/Low Density.

PART 3: 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 4: That this ordinance shall be effective on and after its date of passage and approval by the City Council.

PASSED AND APPROVED this the 25th day of September A.D., 2024.

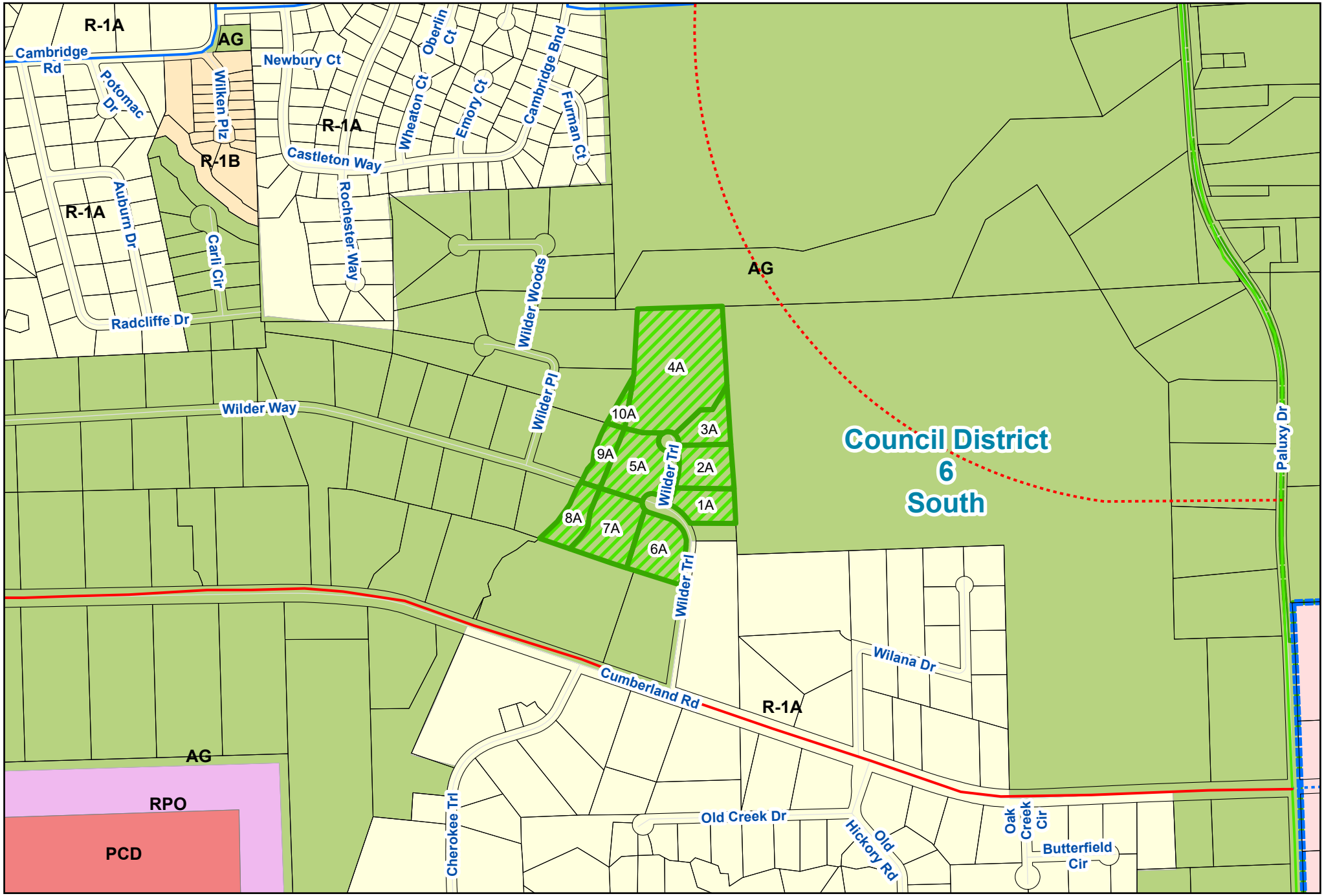
_____
DONALD P. WARREN, MAYOR
OF THE CITY OF TYLER, TEXAS

A T T E S T:

APPROVED:

_____
CASSANDRA BRAGER, CITY CLERK

_____
DEBORAH G. PULLUM,
CITY ATTORNEY



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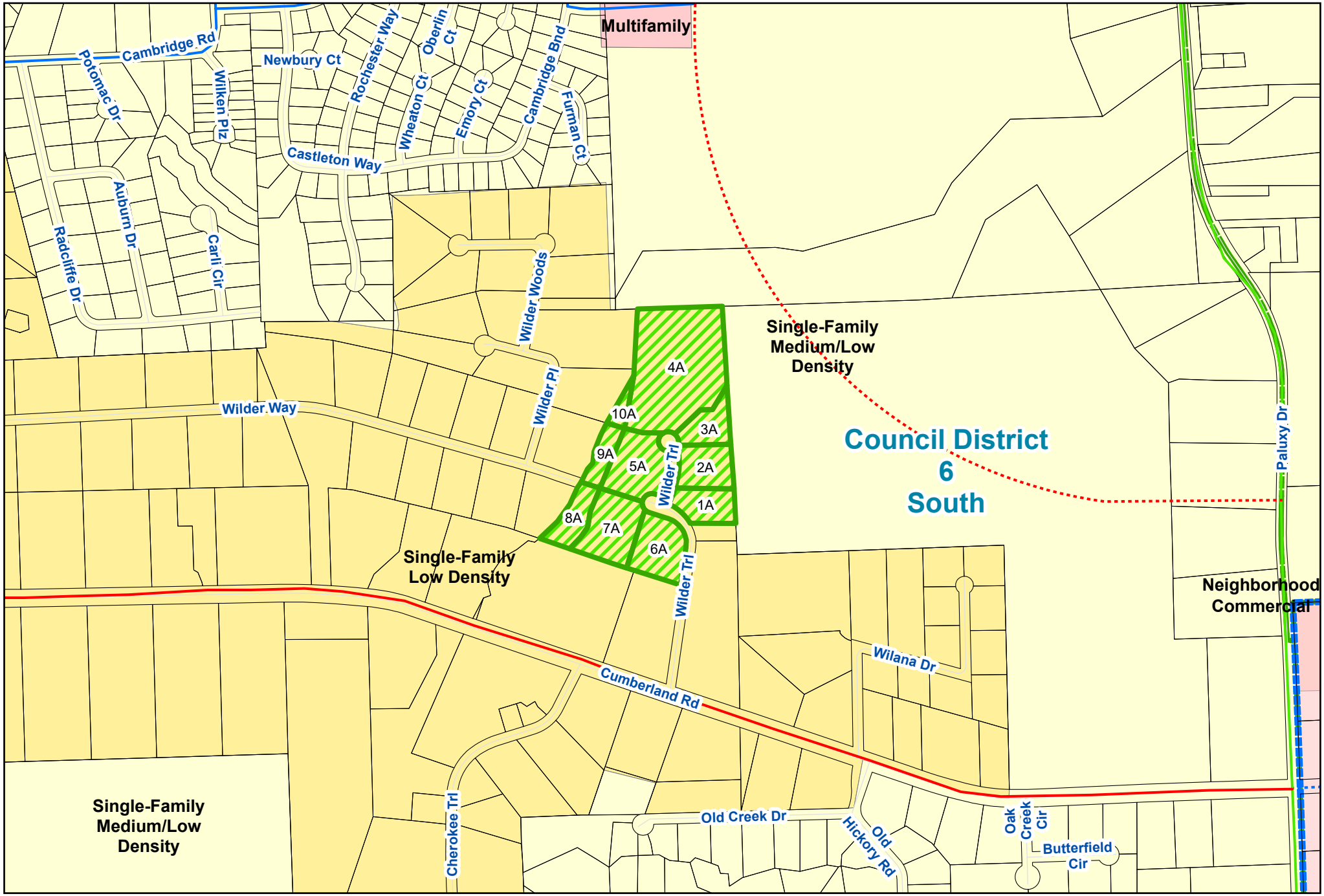
1 inch equals 700 feet

ZONING CASE
Zoning Case #: Z24-028
Current Zoning: AG
Proposed Zoning: R-1A
GENECOV WEST MUD CREEK LLC

Subject Property



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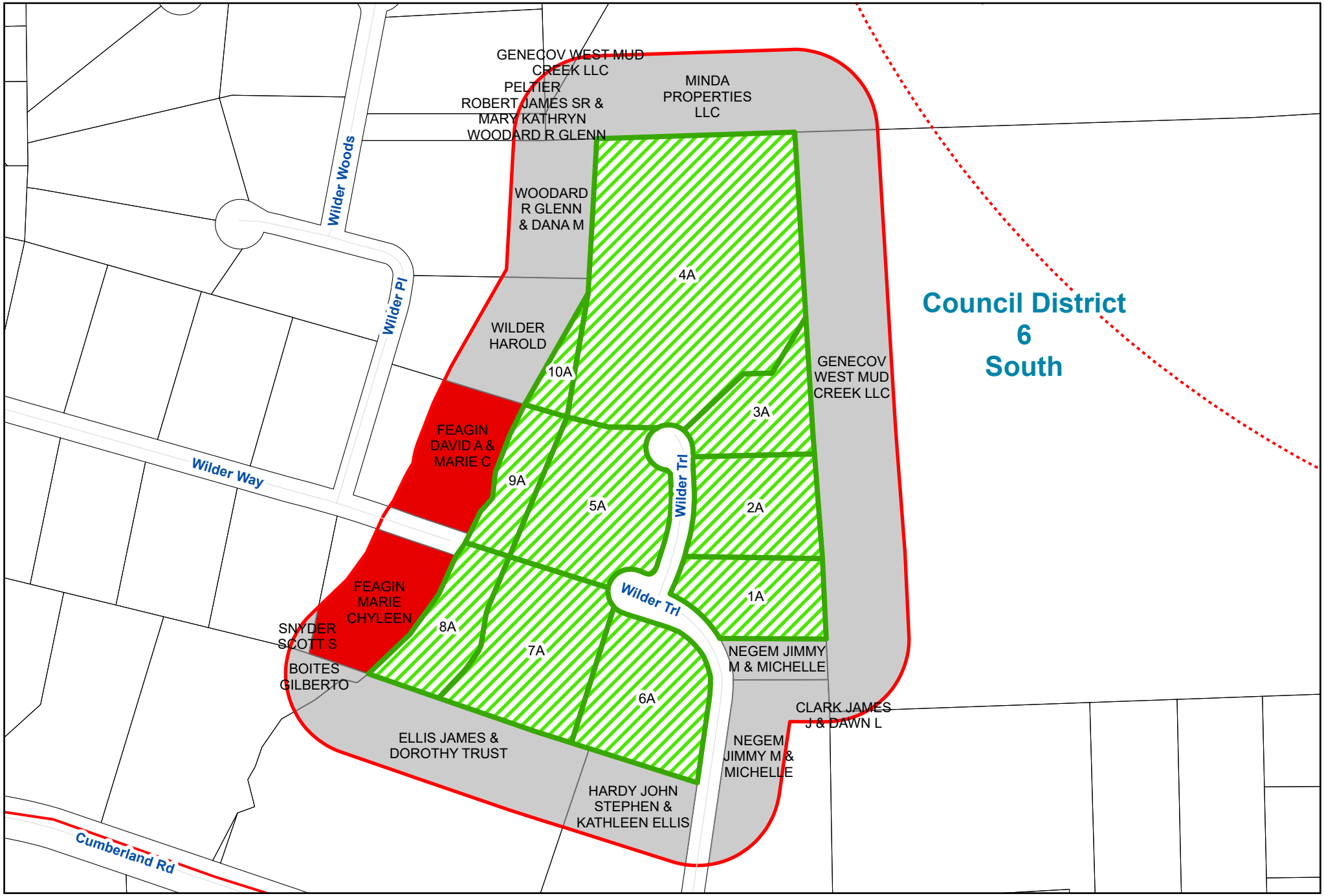
1 inch equals 700 feet

ZONING CASE
Zoning Case #: Z24-028
Current Zoning: AG
Proposed Zoning: R-1A
GENECOV WEST MUD CREEK LLC

Subject Property



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1 inch equals 300 feet

ZONING CASE
Zoning Case #: Z24-028
Current Zoning: AG
Proposed Zoning: R-1A
GENECOV WEST MUD CREEK LLC

Subject Property
200' Mailed Notification Area
Protest Lots

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. O-1

Date: September 25, 2024

Subject: Request that the City Council consider adoption of an Ordinance amending the Fiscal Year 2023-2024 Budget for various grants that were awarded during the fiscal year, purchases of vehicles and other services that were not completed in prior fiscal years, and to transfer operational savings to fund capital projects.

Item Reference: **City of Tyler Ordinance O-2023-83**

City staff is requesting the following amendments to the current fiscal year budget:

1) Amend the General Fund and General Capital Fund to increase the transfer between funds to allow operational savings to be used for capital purchases.

2) Amend the General Fund and Transit Fund to increase the transfer between funds to meet grant local match requirements.

3) Amend the Vehicle Services budget to purchase vehicles authorized in the fiscal year 2023 budget that were not purchased before fiscal year end.

4) Amend the budget for the TIF/TIRZ #4 Fund to appropriate funds related to various studies and other updates to the TIF/TIRZ fund.

5) Amend the Park Improvement Fund to reflect the TXDOT grant awarded for upgrades at Lindsey Park.

6) Amend the Airport Grant fund to reflect various FAA grants awarded during fiscal year 2023-2024.

RECOMMENDATION:

It is recommended that the City Council consider adoption of an Ordinance amending the Fiscal Year 2023-2024 Budget for various grants that were awarded during the fiscal year, purchases of vehicles and other services that were not completed in prior fiscal years, and to transfer operational savings to fund capital projects.

Attachments:
2024 Budget Amendment Ordinance

Drafted/Recommended By:
Department Leader Keidric Trimble, Chief Financial Officer

Edited/Submitted By:
City Manager

ORDINANCE NO. O-2024-____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, AMENDING THE FISCAL YEAR 2023-2024 BUDGET.

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 amending the current budget for fiscal year 2023-2024;

WHEREAS, City Council affirms the budget 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 fiscal year 2023-2024 budgets for General, General Capital, Park Improvement, TIF / TIRZ #4, Transit, Airport Grant, and Vehicle Services funds will be amended to include the following budget changes:

Fund	Account Number	Account Name	Description	Current Budget	Change	Amended Budget
101	101-0118-412.81-02	Transfer to Fund 102	Move to capital fund for use on capital projects.	70,000	1,180,000	1,250,000
101	101-0118-412.82-86	Transfer to Fund 286	Replenish Fund Balance in Transit Fund.	900,000	210,000	1,110,000
102	102-0000-399.91-01	Transfer from Fund 101	Move to capital fund for use on capital projects.	70,000	1,180,000	1,250,000
206	206-0000-361.57-18	Miscellaneous Income / Donations	TxDOT Grant for Lindsey Park	-	27,567	27,567
206	206-0000-371.60-89	Income fm Other Agencies / TxDot Lindsey Park	TxDOT Grant for Lindsey Park	-	290,000	290,000
206	206-0450-451.26-47	Capital Outlay / Lindsey Park Repurpose	TxDOT Grant for Lindsey Park	-	317,567	317,567
217	217-0110-412.04-08	Operating / Special Services	TIF / TIRZ related expenses	5,000	10,000	15,000
286	286-0000-399.91-01	Transfer from Fund 101	Replenish Fund Balance in Transit Fund.	900,000	210,000	1,110,000
525	525-0000-371.61-95	Income fm other Agencies / FAA Grant 45	FAA Grant 45	-	424,531	424,531
525	525-0000-371.62-71	Income fm other Agencies / TXDOT RAMP Grant	TxDOT RAMP Grant	-	100,000	100,000
525	525-0000-371.63-01	Income fm other Agencies / FAA Grant 41	FAA Grant 41	-	226,633	226,633
525	525-0000-371.63-12	Income fm other Agencies / FAA Grant 52	FAA Grant 52	-	2,522,749	2,522,749
525	525-0000-371.63-18	Income fm other Agencies / FAA Grant 54	FAA Grant 54	-	1,120,535	1,120,535

525	525-0962-811.04-59	Operating / Architect/Engineer Fees	FAA Grant 45	-	10,387	10,387
525	525-0962-811.04-59	Operating / Architect/Engineer Fees	FAA Grant 45	-	11,114	11,114
525	525-0962-811.25-25	Capital Outlay / Airport Runway Improvemen	FAA Grant 45	-	443,625	443,625
525	525-0969-811.04-59	Operating / Architect/Engineer Fees	FAA Grant 52	-	314,546	314,546
525	525-0969-811.25-25	Capital Outlay / Airport Runway Improvemen	FAA Grant 52	-	2,448,510	2,448,510
525	525-1930-811.25-25	Capital Outlay / Airport Runway Improvemen	TxDOT RAMP Grant	-	111,111	111,111
525	525-1941-811.04-08	Operating / Special Services	FAA Grant 54	-	267,064	267,064
525	525-1941-811.04-59	Operating / Architect/Engineer Fees	FAA Grant 54	-	46,929	46,929
525	525-1942-811.04-08	Operating / Special Services	FAA Grant 55	-	132,928	132,928
525	525-1942-811.04-08	Operating / Special Services	FAA Grant 55	-	144,321	144,321
525	525-1942-811.25-25	Capital Outlay / Airport Runway Improvemen	FAA Grant 55	-	1,561,237	1,561,237
525	525-1943-811.04-08	Operating / Special Services	Passenger Boarding Bridge Grant	-	3,250	3,250
525	525-1943-811.04-08	Operating / Special Services	Passenger Boarding Bridge Grant	-	250	250
525	525-1943-811.04-59	Operating / Architect/Engineer Fees	Passenger Boarding Bridge Grant	-	33,254	33,254
640	640-0661-641.26-04	Motor Vehicles	For purchase of vehicles and other equipment.	10,673,881	1,100,000	11,773,881

PART 2: That any ordinance, resolution, policy or any provision or section of the Code of the City of Tyler, Texas, as amended, and in conflict herewith, be and the same is hereby repealed to the extent of any conflict.

PART 3: 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 4: This ordinance shall become effective upon approval.

PASSED AND APPROVED this the 25th day of September, A.D., 2024.

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

ATTEST:

_____
CASSANDRA BRAGER, CITY CLERK

APPROVED:

_____
DEBORAH G. PULLUM, CITY ATTORNEY

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. M-1

Date: September 25, 2024

Subject: Request that the City Council consider authorizing the City Manager to enter into an agreement with Northchase Development LLC to reimburse costs (not to exceed $900,000) associated with East Maple Estates Unit 1 infrastructure improvements in conjunction with the adopted TIRZ #3 Project and Financing Plan.

Item Reference: **Tax Increment Financing Act Chapter 311**

The Developer is requesting that the City use Tax Increment Reinvestment Zone (TIRZ) #3 as a financing method for costs associated with the construction of the Maple East Estates Unit 1 infrastructure. The proposed development is located within the boundaries of TIRZ #3 and meets the financing requirements outlined in the amended TIRZ #3 Project Plan and Financing Plan.

On September 12, 2024, the TIRZ #3 Board amended the TIRZ #3 Project Plan and Financing Plan based on the updated feasibility study which included the East Maple Estates project.

NorthChase Development LLC plans to develop an approximately 90-acre tract known as East Maple Estates, located at the southwest corner of North Broadway and Northwest Loop 323. The proposed development includes a mix of land uses including a shopping plaza, strip retail plaza, small office buildings, multifamily housing (low-rise), and single-family housing. In 2023, the project received approvals for Zoning (see Exhibit A) and the Preliminary Plat (see Exhibit B). The development envisions adding two new streets, Maple East Drive and Melontree Drive, alongside necessary utility infrastructure.

The northwest corner adjacent to Loop 323 and Broadway is proposed as a shopping plaza totaling approximately 49,000 sf of commercial retail floor space. To the east of the proposed shopping plaza, the site plan provides three three-story buildings with approximately 9,400 sf per floor adjacent to Loop 323. The ground floor will be developed into small office and retail spaces, while the second and third floors will be developed into multifamily housing. It is anticipated that the three buildings will have 18.8 GFA for small office space, 9.4 GLA of strip retail plaza, and 36 dwelling units. The remaining acreage is proposed for single-family detached housing, for 224 dwelling units.

NorthChase is seeking a development agreement using TIRZ 3 fund reimbursement for infrastructure costs not to exceed $900,000. The agreement requires NorthChase Development to apply for the final plat approval of Unit 1 (see Exhibit C) where most of the reimbursable infrastructure is located. There are also reimbursable costs for a deceleration lane (off North Broadway) required for the development.

NorthChase Development LLC requested that the City participate in the cost of infrastructure improvements associated with Maple East Estates Unit 1. The Engineer's Opinion of Probable Cost (EOPC) totals $1,477,127.09 and is detailed within the attached EOPC.

RECOMMENDATION:

Request that the City Council consider authorizing the City Manager to enter into an agreement with Northchase Development LLC to reimburse costs (not to exceed $900,000) associated with East Maple Estates Unit 1 infrastructure improvements in conjunction with the adopted Tax Increment Reinvestment Zone #3 Project and Financing Plan.

Attachments:
DRAFT Development Agreement EAST MAPLE ESTATES
EOPC East Maple Estates, Phase 1-A - Complete Estimate
Exhibit B P23-009 East Maple Estates Preliminary Plat
Exhibit A East Maple Estates Zoning Map
Exhibit C East Maple Estates Unit 1
2024-09-12_TYL_TIRZ#3_A&R PFP_final
DRAFT East Maple Estates Development Agreement

Drafted/Recommended By:
Department Leader Heather Nick, AICP, MPA, Assistant City Manager

Edited/Submitted By:
City Manager

DEVELOPMENT CONTRACT BETWEENCITY OF TYLER AND NORTHCHASE DEVELOPMENT LLCFOR DEVELOPMENT OF EAST MAPLE ESTATES-UNIT 1

TAX INCREMENT REINVESTMENT ZONE (TIRZ) #3COUNTY OF SMITH

This AGREEMENT is entered into by and betweenTHE CITY OF TYLER, TEXAS, a municipal corporation hereafter called "CITY", andNORTHCHASE DEVELOPMENT LLC, hereafter called"DEVELOPER".

PREAMBLE

DEVELOPER is in the process of developing East Maple Estates, an approximate 90-acre tract located in North Tyler, Texas, at the intersection of North Broadway and Northwest Loop 323. DEVELOPER has submitted a Zoning application to the City, which was approved in February 2023. Developer has submitted a Preliminary Plat application, which was approved in May 2023. Developer now intends to submit a Final Plat for Unit 1 of the property and construct the associated infrastructure required for the development of the property as shown on the Preliminary Plat and Land Use Zoning. The development process requires the platting and construction of two streets, Maple East Drive and Melontree Drive, with associated utilities. CITY has adopted a TIRZ #3 Project and Financing Plan to promote the installation of orderly and timely infrastructure improvements to benefit all citizens in the area and recognizes the importance and advantages of constructing infrastructure in North Tyler. Since the proposed development is located within the boundaries of TIRZ #3, and the proposed development meets the financing requirements outlined in the TIRZ #3 Project Plan and Financing Plan, Developer is requesting City use TIRZ #3 as a financing method for the construction of the Maple East Estates Unit 1 infrastructure.

AGREEMENT

Now, therefore, the Parties agree as follows:

Developer agrees to submit an application for final plat for Unit 1 of development, for approval byCity staff.

Developer and City agree that Unit 1 of the development will include Phase 1-A as shown on the approved Preliminary Plat, as shown on Exhibit “A”, attached hereto and incorporated herein.

Developer agrees to dedicate to City all street right of way, utility easements, and drainage easements necessary for the construction of the new public infrastructure.

Developer agrees to submit construction plans for water, sanitary sewer, paving, and drainage for Unit 1 of the development for approval by City staff.

Developer agrees to pay for all engineering, surveying, and study costs associated with the design and construction of Unit 1 of the development.

Developer agrees to obtain sealed bids for the construction work of the new drainage structure.

Developer agrees to contract with City approved contractors for construction of all public improvements.

Developer agrees to require contracts to includestandard CITY bonding requirements.

Developer agrees to construct the paving, drainage, water, and sanitary sewer improvements, as shown on the approved construction plans, for Unit1 of the development. The cost of new infrastructure improvements is approximately$900,000, as shown in the Engineer's Opinion of probable Cost inExhibit "B", attached hereto and incorporated herein.

ity agrees to use TIRZ #3 to finance the costof the construction of the new infrastructure improvements in Unit 1,in the amount not to exceed $900,000.

Cty agrees City's share of the cost shall be due on completion and final acceptance by City staffof the new infrastructure construction work. Any costoverruns in the construction of the new infrastructure, above $900,000, shall be the responsibility of Developer.

eveloper and City agree payment of City's share of the cost to be paid in two equal installments, with the first installment of$450,000.00due 30 days after final acceptance of the infrastructure construction. The second installment shall be due 60 days after final acceptance of the infrastructure construction.

eveloper and City agree that building permitswill be allowed to be issued in Unit 1 of the development at the time the new infrastructure improvements are substantially complete. "Substantially complete" is the point when the workhas been made suitable for use or occupancy or is in a condition to serve its intended purpose, but still may require minor miscellaneous work and adjustment.

eveloper and City agree this Development Contract is effective for a period of 5 years from the date of execution to allow for fluctuations in market conditions.

everability. In the event any of the provisions in this Contract shall for any reason be held tobe invalid, illegal or unenforceable in any respect, the remainder of the Contract shall remain in full force and effect.

ontrolling Law/Venue. This Contract shall beconstrued in accordance with the laws of the Stateof Texas. Proper venue of dispute resolution before the courts in Texas shall lie exclusively in Smith County, Texas.

gency; Independent Contract. The parties agree and acknowledge that each party is not an agent of the other party.

indemnity. To the extent permitted by law, each party agrees to release, indemnify and save harmless.

the other party, the other party's officers, directors, agents representatives and employees from and against all loss of, or damage to, property, or injuries or death of any person or persons, and shall indemnify and save harmless the other party from all claims, damages, suits, costs, expenses including reasonable attorney's fees, liability, or actions of any kind or nature whatsoever, in away resulting from, or arising out of, directly or indirectly, the negligent acts, errors, omissions, or intentional acts of the indemnifying party, or indemnifying party's officers, directors, agents, representatives employees or invitees, taken pursuant to this Contract. However, neither party need release, indemnify or save harmless the other party, the other party's officers, directors, agents, employees, representatives and invitees from damages resulting from the negligence or intentional act of the other party's own officers, directors, agents, employees, representatives or invitees.

I am writing to inform you of a recent development contract entered into between the City of Tyler, Texas, and NorthChase Development LLC concerning the development of East Maple Estates-Unit 1 within Tax Increment Reinvestment Zone (TIRZ) #3, County of Smith.

Project Overview

NorthChase Development LLC is in the process of developing an approximately 90-acre tract known as East Maple Estates, located at the critical juncture of North Broadway and Northwest Loop 323 in North Tyler, Texas. Conditional approvals have been granted for the project, including Zoning (February 2023) and the Preliminary Plat (May 2023). The development envisions the addition of two new streets, Maple East Drive and Melontree Drive, alongside necessary utility infrastructures.

Key Terms of the Agreement

1. **Final Plat Submission**: NorthChase Development agrees to submit an application for the final plat approval of Unit 1 by City staff.

2. **Infrastructure Development**: The agreement outlines the construction of vital infrastructure, including water services, sanitary sewer, paving, and drainage systems for Unit 1, with the total infrastructure improvement costs estimated at approximately $900,000.

3. **Financial Arrangement and TIRZ #3 Financing**: The City opts to finance the construction of the new infrastructure up to $900,000 utilizing TIRZ #3. It stipulates that the City's share of the costs will be fulfilled upon the completion and approval of the infrastructure, with any cost overruns being the responsibility of the developer. Payment from the City will be divided into two equal installments, with the first installment due 30 days post-final acceptance and the second installment due 60 days thereafter.

4. **Permit Issuance**: Building permits within Unit 1 will be issued once the new infrastructure is determined to be substantially complete, allowing for occupancy or its intended use while possibly requiring minor adjustments.

5. **Contract Duration and Clauses**: This contract is effective for a 5-year period to accommodate market fluctuations and contains standard clauses on severability, governing law, agency, and indemnity, acknowledging the independent contractor status of the parties involved.

This agreement marks a strategic step in promoting orderly and timely infrastructure development to benefit the community within North Tyler. It aligns with our objective of enhancing infrastructure in support of urban development while ensuring fiscal responsibility and adherence to city planning standards.

I recommend the City Council to review the terms of this development agreement closely and provide oversight to ensure that both the city's and developer's commitments are fulfilled in the spirit of this partnership. Further discussions or briefings can be arranged upon request.

IMPLEMENTATION North End Revitalization

Goals

- Add 3,000 more households to North Tyler and downtown in the next 20 years to create mixed-income neighborhoods.
- As needed, target public investments, regulations and incentives to attract new households without pushing out existing households.
- Focus commercial development around targeted mixed-use intersections.

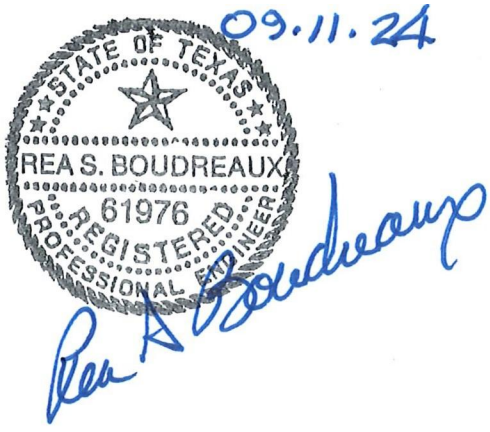
EAST MAPLE ESTATES, PHASE 1-A
NORTHCHASE DEVELOPMENT, LLC.
ENGINEER'S OPINION OF PROBABLE COST

Summary of Proposed Improvements
The Brannon Corporation 22117

SUMMARY SHEET

TOTAL EARTHWORK IMPROVEMENTS: PART 'A'	$147,089.80
TOTAL WATER IMPROVEMENTS: PART 'B'	$166,223.79
TOTAL SANITARY SEWER IMPROVEMENTS: PART 'C'	$77,977.00
TOTAL DRAINAGE IMPROVEMENTS: PART 'D'	$256,694.00
TOTAL PAVING IMPROVEMENTS: PART 'E'	$679,933.00
TOTAL LOOP 323 DECEL LANE AND N. BROADWAY LEFT TURN LANE - PAVING IMPROVEMENTS: PART 'F'	$149,209.50
TOTAL IMPROVEMENTS	**$1,477,127.09**

The above opinion of probable total project construction cost is based upon the Engineer's experience and qualifications, taking into consideration preliminary design and the best information available. The Engineer has no control over the cost of labor and materials, changes in governmental policy , or over competitive bidding and market conditions; therefore, the Engineer does not guarantee the accuracy of such opinions of probable project cost as compared to the contractor's bid. In addition, no allowance has been made for the time value of money as it pertains to the phasing of the subject project.



EAST MAPLE ESTATES, PHASE 1-A

NORTHCHASE DEVELOPMENT, LLC.

Part A - Earthwork Improvements

The Brannon Corporation 22117

Engineer's Estimate

ITEM NO.	DESCRIPTION AND UNIT PRICE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
Part 'A': Earthwork Improvements				
3	Provide required **insurance**, including Liability Insurance, with the Owner and Engineer named as additional insured, complete for Dollars and Cents per lump sum	1 LS	$ 2,301.00	$ 2,301.00
5.9.3	Provide **construction staking** by RPLS, complete, for Dollars and Cents per lump sum	1 LS	$ 1,890.00	$ 1,890.00
100	Furnish all labor, tools, equipment, supervision, and any other requisite necessary for **preparing right of way** for street right of way and utility easements, including, but not limited to, removal of clearing and grubbing of trees, bushes, undergrowth, stumps, and other vegetation or debris, in accordance with plans and specifications complete and in place, for Dollars and Cents per acre	3.86 AC	$ 9,000.00	$ 34,740.00
110	Furnish all labor, tools, equipment, supervision and any other requisite necessary to perform **excavation** for the site including new streets, drainage ditches, right of ways, and easements, unclassified excavation, (density control), complete and in place, for Dollars and Cents per	19,390 CY	$ 3.23	$ 62,629.70
132	Furnish all labor, tools, equipment, supervision and any other requisite necessary to perform **embankment** for the site including new streets, right of ways, and easements, unclassified excavation, (density control), complete and in place, for Dollars and Cents per	8,694 CY	Non-Bid Item	Non-Bid Item
164	Furnish and install **hydromulch seeding and fertilizer** on disturbed slopes, complete and in place, for Dollars and Cents per square yard	11,500 SY	$ 1.56	$ 17,940.00

EAST MAPLE ESTATES, PHASE 1-A

NORTHCHASE DEVELOPMENT, LLC.

Part A - Earthwork Improvements

The Brannon Corporation 22117

Engineer's Estimate

ITEM NO.	DESCRIPTION AND UNIT PRICE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
Part 'A': Earthwork Improvements				
506-A	Comply with the **Storm Water Pollution Prevention Plan** for construction activities by installing, maintaining, monitoring, and inspecting erosion control devices and providing the necessary documentation and record keeping for the SWPPP, complete and in place for Dollars and Cents per lump sum	1 LS	$ 1,800.00	$ 1,800.00
506-B	Furnish, install, and maintain **stabilized construction entrance** for erosion control, in place and complete, for Dollars and Cents per each	1 EA	$ 5,616.00	$ 5,616.00
506-C	Furnish, install, and maintain **silt fence** for erosion control, in place and complete, for Dollars and Cents per linear foot	3,070 LF	$ 3.83	$ 11,758.10
506-D	Furnish, install, and maintain **soil retention blankets** for erosion control, in place and complete, for Dollars and Cents per square yard	500 SY	$ 16.83	$ 8,415.00

TOTAL EARTHWORK IMPROVEMENTS: $ 147,089.80

EAST MAPLE ESTATES, PHASE 1-A

NORTHCHASE DEVELOPMENT, LLC.

Part B - Water Improvements

The Brannon Corporation 22117

Engineer's Estimate

ITEM NO.	DESCRIPTION AND UNIT PRICE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
Part 'B': Water Improvements				
3	Provide a **100% Performance, Payment, and Maintenance Bonds** for water improvements, in approved format, to The City of Tyler, complete for Dollars and Cents per lump sum	1 LS	$ 5,300.00	$ 5,300.00
4	Provide required **insurance**, including Liability Insurance, with the Owner and Engineer named as additional insured, complete for Dollars and Cents per lump sum	1 LS	$ 1,000.00	$ 1,000.00
W-1	Furnish and install **ductile iron fittings**, complete and in place, for Dollars and Cents per pound	957 LB	$ 6.50	$ 6,220.50
W-2	Furnish and install **8-inch AWWA C 900 DR14 PVC water lines**, with tracer wire and standard pipe embedment, complete and in place, for Dollars and Cents per linear foot	1,828 LF	$ 44.90	$ 82,077.20
W-3	Furnish and install **select backfill** in water line trench using on-site material, as required, complete and in place, for Dollars and Cents per linear foot	1,828 LF	$ 2.25	$ 4,113.00
W-4	**Locate and remove existing 8-inch plug, and connect** to existing City of Tyler 8-inch water line in Melontree Drive, complete and in place for Dollars and Cents per lump sum	1 LS	$ 1,400.00	$ 1,400.00
W-5	Furnish and install **8-inch AWWA C-509 resilient seated gate valves and boxes**, complete and in place, for Dollars and Cents per each	3 EA	$ 3,619.00	$ 10,857.00
W-6	Furnish and install standard **3-way fire hydrant**, with 8-inch x 8-inch x 6-inch ductile iron tee, anchor couplings, 6-inch fire hydrant lead, and 6-inch C-509 resilient seated gate valve and box, complete and in place, for Dollars and Cents per each	3 EA	$ 8,191.25	$ 24,573.75
W-7	Furnish and install **12-inch x 8-inch tapping sleeve and valve**, complete and in place, for Dollars and Cents per each	1 EA	$ 5,417.54	$ 5,417.54

EAST MAPLE ESTATES, PHASE 1-A

NORTHCHASE DEVELOPMENT, LLC.

Part B - Water Improvements

The Brannon Corporation 22117

ITEM NO.	DESCRIPTION AND UNIT PRICE	ESTIMATED QUANTITY	Engineer's Estimate UNIT PRICE	TOTAL PRICE
Part 'B': Water Improvements				
W-8	Furnish and install **12-inch steel casing with spacers by horizontal dry directional bore under Broadway Avenue**, complete and in place, for Dollars and Cents per linear foot	60 LF	$ 283.98	$ 17,038.80
W-9	Provide **trench safety** protection per OSHA requirements for trenches greater than 5 ft. in depth, complete and in place, for Dollars and Cents per linear foot	1,828 LF	$ 4.50	$ 8,226.00
	TOTAL WATER IMPROVEMENTS:			$ 166,223.79

EAST MAPLE ESTATES, PHASE 1-A

NORTHCHASE DEVELOPMENT, LLC.

Part C - Sanitary Sewer Improvements

The Brannon Corporation 22117

Engineer's Estimate

ITEM NO.	DESCRIPTION AND UNIT PRICE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
Part 'C': Sanitary Sewer Improvements				
SS-1	Furnish and install **8-inch SDR-26 PVC** (ASTM D3034) sanitary sewer with crushed rock embedment (6 to 8 ft depth), complete and in place, for Dollars and Cents per linear foot	263 LF	$ 35.00	$ 9,205.00
SS-2	Furnish and install **8-inch SDR-26 PVC** (ASTM D3034) sanitary sewer with crushed rock embedment (8 to 10-ft depth), complete and in place, for Dollars and Cents per linear foot	149 LF	$ 45.00	$ 6,705.00
SS-3	Furnish and install **8-inch SDR-26 PVC** (ASTM D3034) sanitary sewer with crushed rock embedment (10 to 12-ft depth), complete and in place, for Dollars and Cents per linear foot	149 LF	$ 55.00	$ 8,195.00
SS-4	Furnish and install **10-inch SDR-26 PVC** (ASTM D3034) sanitary sewer with crushed rock embedment (6 to 8-ft depth), complete and in place, for Dollars and Cents per linear foot	92 LF	$ 55.00	$ 5,060.00
SS-5	Furnish and install **10-inch SDR-26 PVC** (ASTM D3034) sanitary sewer with crushed rock embedment (8 to 10-ft depth), complete and in place, for Dollars and Cents per linear foot	92 LF	$ 65.00	$ 5,980.00
SS-6	Provide **trench safety** protection per OSHA requirements for gravity sanitary sewer trenches greater than 5 ft. in depth, for Dollars and Cents per linear foot	744 LF	$ 1.00	$ 744.00

EAST MAPLE ESTATES, PHASE 1-A

NORTHCHASE DEVELOPMENT, LLC.

Part C - Sanitary Sewer Improvements

The Brannon Corporation 22117

Engineer's Estimate

ITEM NO.	DESCRIPTION AND UNIT PRICE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
Part 'C': Sanitary Sewer Improvements				
SS-7	Furnish and install **select backfill** from on-site for sanitary sewer trenches, as required, complete and in place, for Dollars and Cents per linear foot	744 LF	$ 2.00	$ 1,488.00
SS-8	Furnish and install **additional crushed stone embedment** for sanitary sewer, as required, complete Dollars and Cents per cubic yard	100 CY	$ 75.00	$ 7,500.00
SS-9	Furnish and install standard **4-foot diameter pre-cast concrete manholes** (0 to 6-ft depth), complete and in place, for Dollars and Cents per each	4 EA	$ 4,600.00	$ 18,400.00
SS-10	Furnish and install standard **4-foot diameter precast concrete drop manhole**, complete and in place, for Dollars and Cents per each	1 EA	$ 6,500.00	$ 6,500.00
SS-11	Furnish and install extra **vertical height** for 4-foot diameter precast concrete manholes, complete and in place, for Dollars and Cents per vertical foot	12 VF	$ 250.00	$ 3,000.00
SS-12	**Remove existing concrete manhole** and **184 LF of existing 10" sanitary line**, for Dollars and Cents per lump sum	1 LS	$ 5,200.00	$ 5,200.00

TOTAL SEWER IMPROVEMENTS: $ 77,977.00

EAST MAPLE ESTATES, PHASE 1-A

NORTHCHASE DEVELOPMENTS, LLC.

Part D - Drainage Improvements

The Brannon Corporation 22117

Engineer's Estimate

ITEM NO.	DESCRIPTION AND UNIT PRICE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
Part 'D': Drainage Improvements				
400-A	Furnish and install **select backfill** for storm sewer using on-site material, as required, complete and in place, for Dollars and Cents per linear foot	1,398 LF	$ 2.00	$ 2,796.00
400-B	Furnish and install **crushed stone bedding** for storm sewer, as required, (quantity based on (1.5 x length x (pipe O.D.+24-inch) x 12-inch depth) / 27), complete and in place, for Dollars and Cents per cubic yard	347 CY	$ 75.00	$ 26,025.00
402	Provide **trench safety** protection per OSHA requirements for trenches greater than 5-foot in depth, complete and in place, for Dollars and Cents per linear foot	1,398 LF	$ 1.00	$ 1,398.00
464-A	Furnish and install **18-inch Class III** Reinforced Concrete Pipe, complete and in place, for Dollars and Cents per linear foot	566 LF	$ 80.00	$ 45,280.00
464-B	Furnish and install **24-inch Class III** Reinforced Concrete Pipe, complete and in place, for Dollars and Cents per linear foot	436 LF	$ 100.00	$ 43,600.00
464-C	Furnish and install **30-inch Class III** Reinforced Concrete Pipe, complete and in place, for Dollars and Cents per linear foot	329 LF	$ 105.00	$ 34,545.00
464-D	Furnish and install **36-inch Class III** Reinforced Concrete Pipe, complete and in place, for Dollars and Cents per linear foot	67 LF	$ 150.00	$ 10,050.00

EAST MAPLE ESTATES, PHASE 1-A

NORTHCHASE DEVELOPMENTS, LLC.

Part D - Drainage Improvements

The Brannon Corporation 22117

Engineer's Estimate

ITEM NO.	DESCRIPTION AND UNIT PRICE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
Part 'D': Drainage Improvements				
465-A	Furnish and install standard **5-foot concrete curb inlet (5-foot x3-foot I.D.)**, complete and in place, for _____ Dollars and _____ Cents per each	3 EA	$ 7,500.00	$ 22,500.00
465-B	Furnish and install standard **10-foot concrete curb inlet (10-foot x3-foot I.D.)**, complete and in place, for _____ Dollars and _____ Cents per each	3 EA	$ 10,000.00	$ 30,000.00
465-C	Furnish and install standard **4-foot x 4-foot reinforced concrete type-y inlet with 2-foot reinforced concrete pad (4-foot x4-foot I.D.)**, complete and in place, for _____ Dollars and _____ Cents per each	4 EA	$ 6,750.00	$ 27,000.00
466-A	Furnish and install standard **4-foot x 3-foot reinforced concrete junction box with 24-inch riser (4-foot x3-foot I.D.)**, complete and in place, for _____ Dollars and _____ Cents per each	1 EA	$ 3,500.00	$ 3,500.00
466-B	Furnish and install standard **4-foot x 4-foot reinforced concrete junction box with 24-inch riser (4-foot x4-foot I.D.)**, complete and in place, for _____ Dollars and _____ Cents per each	2 EA	$ 5,000.00	$ 10,000.00

TOTAL DRAINAGE IMPROVEMENTS: $ 256,694.00

EAST MAPLE ESTATES, PHASE 1-A

NORTHCHASE DEVELOPMENT, LLC.

Part E - Paving Improvements

The Brannon Corporation 22117

Engineer's Estimate

ITEM NO.	DESCRIPTION AND UNIT PRICE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
Part 'E': Paving Improvements				
3	Provide a **100% Performance, Payment, and Mainenance Bonds** for paving improvements, in approved format, to The City of Tyler, complete for Dollars and Cents per lump sum	1 LS	$ 35,000.00	$ 35,000.00
4	Provide required **insurance**, including Liability Insurance, with the Owner and Engineer named as additional insured, complete for Dollars and Cents per lump sum	1 LS	$ 15,000.00	$ 15,000.00
5.9.3	Provide **construction staking** by RPLS, complete, for Dollars and Cents per lump sum	1 LS	$ 15,000.00	$ 15,000.00
251	Re-grade, excavate and **prepare subgrade** as required, after storm sewer and utilities installation, complete and in place, for Dollars and Cents per square yard	7,739 SY	$ 4.00	$ 30,956.00
275-A	Furnish and apply **cement treatment** (application rate=27lbs/sy) (quantity calcuated on 7,739 sy), complete and in place, for Dollars and Cents per ton	105 TN	$ 300.00	$ 31,500.00
275-B	Install **cement treatment** and compact subgrade to 95% standard proctor for streets (8-inches deep) (6-inches from edge of pavement), complete and in place, for Dollars and Cents per square yard	7,739 SY	$ 4.00	$ 30,956.00
334-A	Furnish and install 2-inch compacted thickness **HMAC Type "D" surface course**, (quantity calculation on 6,521 sy + 10%), complete and in place, for Dollars and Cents per ton	790 TON	$ 155.00	$ 122,450.00

EAST MAPLE ESTATES, PHASE 1-A

NORTHCHASE DEVELOPMENT, LLC.

Part E - Paving Improvements

The Brannon Corporation 22117

Engineer's Estimate

ITEM NO.	DESCRIPTION AND UNIT PRICE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
Part 'E': Paving Improvements				
334-B	Furnish and install 4-inch compacted thickness **HMAC Type "B" base course**, (quantity calculated on 6,521 sy +10%), complete and in place, for Dollars and Cents per ton	1,579 TN	$ 155.00	$ 244,745.00
479	Adjust **water valves to grade** once subgrade treatment is completed, completed and in place, for Dollars and Cents per each	7 EA	$ 300.00	$ 2,100.00
531	Furnish and install standard 4-inch thick reinforced **concrete sidewalk ramps** and sidewalk, with 6-inch curbs, and detectable warning, complete and in place, for Dollars and Cents per square yard	102 SY	$ 78.00	$ 7,956.00
529-A	Construct reinforced **concrete valley gutter** complete and in place, for Dollars and Cents per square yard	190 SY	$ 80.00	$ 15,200.00
529-B	Furnish and install standard City of Tyler **6.5-inch reinforced concrete curb and gutter**, excluding curb transitions at inlets complete and in place, for Dollars and Cents per linear foot	2,969 LF	$ 30.00	$ 89,070.00
1000	**Contingency** Dollars and Cents per lump sum	1 LS	$ 40,000.00	$ 40,000.00

TOTAL PAVING IMPROVEMENTS: $ 679,933.00

EAST MAPLE ESTATES, PHASE 1-A

NORTHCHASE DEVELOPMENT, LLC.

Part F - Loop 323 Decel Lane and N. Broadway Left Turn Lane - Paving Improvements

The Brannon Corporation 22117

Engineer's Estimate

ITEM NO.	DESCRIPTION AND UNIT PRICE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
Part 'F': Turn Lane-Paving Improvements				
105	Furnish all labor, tools, equipment, supervision, and any other requisite necessary for **milling existing shoulder 2-inch depth (Loop 323)**, complete for Dollars and Cents per lump sum	1.00 LS	$ 6,500.00	$ 6,500.00
132	Furnish all labor, tools, equipment, supervision and any other requisite necessary to perform **embankment** (select fill) (density control) from on site, complete and in place, for Dollars and Cents per	150 CY	$ 20.00	$ 3,000.00
164-A	Furnish and broadcast **seeding** for erosion control (seed application rate=1.5#/1000 sf, 2 applications), (application area=9,000 sf), on disturbed slopes, complete and in place, for Dollars and Cents per pound	27 LB	$ 10.00	$ 270.00
164-B	Furnish and install **hydromulch seeding and fertilizer** on disturbed slopes, complete and in place, for Dollars and Cents per square yard	1,000 SY	$ 0.50	$ 500.00
166	Furnish and apply **fertilizer** for erosion control (fertilizer application rate=15#/1000 sf), on disturbed slopes, complete and in place, for Dollars and Cents per pound	135 LB	$ 1.00	$ 135.00
275-A	Furnish and apply **cement treatment** (application rate=27lbs/sy) (quantity calcuated on 1,383 sy), complete and in place, for Dollars and Cents per ton	19 TN	$ 200.00	$ 3,800.00
275-B	Install **cement treatment** and compact subgrade to 95% standard proctor for streets (12-inches deep) (6-inches from edge of pavement) (Loop 323), complete and in place, for Dollars and Cents per square yard	640 SY	$ 4.00	$ 2,560.00

EAST MAPLE ESTATES, PHASE 1-A

NORTHCHASE DEVELOPMENT, LLC.

Part F - Loop 323 Decel Lane and N. Broadway Left Turn Lane - Paving Improvements

The Brannon Corporation 22117

Engineer's Estimate

ITEM NO.	DESCRIPTION AND UNIT PRICE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
Part 'F': Turn Lane-Paving Improvements				
275-C	Install **cement treatment** and compact subgrade to 95% standard proctor for streets (10-inches deep) (6-inches from edge of pavement) (Broadway), complete and in place, for Dollars and Cents per square yard	743 SY	$ 4.00	$ 2,972.00
334-A	Furnish and install 2-inch compact thickness **HMAC Superpave: SP-C SAC-A PG70-22 surface course** (quantity calculated on 654 sy + 10%) (Loop 323), complete and in place, for Dollars and Cents per ton	80 TN	$ 165.00	$ 13,200.00
334-B	Furnish and install 3-inch compacted thickness **HMAC Type "C" surface course**, (quantity calculated on 695 sy +10%), complete and in place, for Dollars and Cents per ton	127 TN	$ 150.00	$ 19,050.00
334-C	Furnish and install 10-inch compacted thickness **HMAC Superpave: SP-C PG64-22 base course**, (quantity calculated on 654 sy + 10%) (Loop 323), complete and in place, for Dollars and Cents per ton	396 TN	$ 155.00	$ 61,380.00
334-D	Furnish and install 4-inch compacted thickness **HMAC Type "B" base course**, (quantity calculated on 695 sy + 10%) (Broadway), complete and in place, for Dollars and Cents per veritcal square foot	168 TN	$ 150.00	$ 25,200.00
502	Provide **traffic control** during Loop 323 and Broadway construction Dollars and Cents per month	6 MO	$ 200.00	$ 1,200.00

EAST MAPLE ESTATES, PHASE 1-A

NORTHCHASE DEVELOPMENT, LLC.

Part F - Loop 323 Decel Lane and N. Broadway Left Turn Lane - Paving Improvements

The Brannon Corporation 22117

Engineer's Estimate

ITEM NO.	DESCRIPTION AND UNIT PRICE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
Part 'F': Turn Lane-Paving Improvements				
666-A	Furnish and install permanent **4-inch wide white solid retroreflectorized pavement markings**, Type I (with glass beads), complete and in place, for _____ Dollars and Cents per linear foot	921 LF	$ 1.00	$ 921.00
666-B	Furnish and install permanent **6-inch wide white solid retroreflectorized pavement markings**, Type I (with glass beads), complete and in place, for _____ Dollars and Cents per linear foot	1,249 LF	$ 3.00	$ 3,747.00
666-C	Furnish and install permanent **8-inch wide white solid retroreflectorized pavement markings**, Type I (with glass beads), complete and in place, for _____ Dollars and Cents per linear foot	538 LF	$ 2.50	$ 1,345.00
666-D	Furnish and install permanent **8-inch wide white broken retroreflectorized pavement markings**, Type I (with glass beads), complete and in place, for _____ Dollars and Cents per linear foot	50 LF	$ 2.50	$ 125.00
666-E	Furnish and install permanent **24-inch wide yellow solid retroreflectorized cross hatch**, Type I (with glass beads), complete and in place, for _____ Dollars and Cents per linear foot	126 LF	$ 9.00	$ 1,134.00
666-F	Furnish and install permanent **prefab retroreflectorized pavement marking arrow symbol**, complete and in place, for _____ Dollars and Cents per each	6 EA	$ 150.00	$ 900.00

EAST MAPLE ESTATES, PHASE 1-A

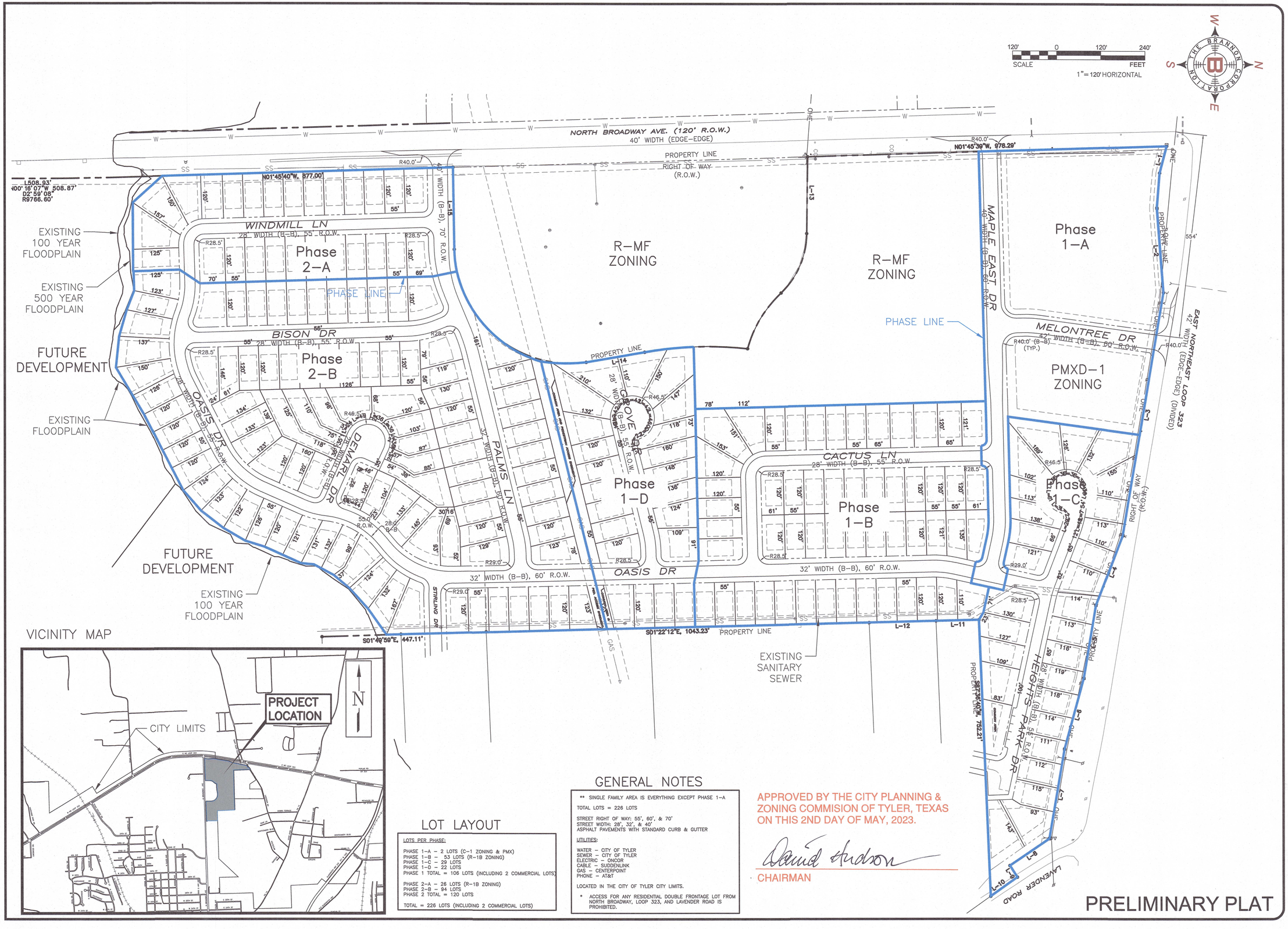
NORTHCHASE DEVELOPMENT, LLC.

Part F - Loop 323 Decel Lane and N. Broadway Left Turn Lane - Paving Improvements

The Brannon Corporation 22117

Engineer's Estimate

ITEM NO.	DESCRIPTION AND UNIT PRICE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
Part 'F': Turn Lane-Paving Improvements				
666-G	**Eliminate existing pavement marking**, complete, for	2,541 LF	$ 0.50	$ 1,270.50
	Dollars and Cents per linear foot			
TOTAL TURN LANE-PAVING IMPROVEMENTS:				$ 149,209.50



VICINITY MAP

LOT LAYOUT

LOTS PER PHASE:

PHASE 1-A = 2 LOTS (C-1 ZONING & PMX)
PHASE 1-B = 53 LOTS (R-1B ZONING)
PHASE 1-C = 29 LOTS
PHASE 1-D = 22 LOTS
PHASE 1 TOTAL = 106 LOTS (INCLUDING 2 COMMERCIAL LOTS)

PHASE 2-A = 26 LOTS (R-1B ZONING)
PHASE 2-B = 94 LOTS
PHASE 2 TOTAL = 120 LOTS

TOTAL = 226 LOTS (INCLUDING 2 COMMERCIAL LOTS)

GENERAL NOTES

** SINGLE FAMILY AREA IS EVERYTHING EXCEPT PHASE 1-A

TOTAL LOTS = 226 LOTS

STREET RIGHT OF WAY: 55', 60', & 70'
STREET WIDTH: 28', 32', & 40'
ASPHALT PAVEMENTS WITH STANDARD CURB & GUTTER

UTILITIES:

WATER - CITY OF TYLER
SEWER - CITY OF TYLER
ELECTRIC - ONCOR
CABLE - SUDDENLINK
GAS - CENTERPOINT
PHONE - AT&T

LOCATED IN THE CITY OF TYLER CITY LIMITS.

* ACCESS FOR ANY RESIDENTIAL DOUBLE FRONTAGE LOT FROM NORTH BROADWAY, LOOP 323, AND LAVENDER ROAD IS PROHIBITED.

APPROVED BY THE CITY PLANNING & ZONING COMMISION OF TYLER, TEXAS ON THIS 2ND DAY OF MAY, 2023.

CHAIRMAN

PRELIMINARY PLAT

DESIGNED BY: RSB / SFI
DATE: APRIL 2023

STATE OF TEXAS
REA S. BOUDREAUX
61976
REGISTERED PROFESSIONAL ENGINEER
04.26.23

BRANNON CORP
CIVIL ENGINEERS
1321 SOUTH BROADWAY
TYLER, TEXAS 75701
(903) 597-2122
THE C.T. BRANNON CORPORATION
TX FIRM REGISTRATION #F-242
WWW.BRANNONCORP.COM

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PRELIMINARY PLAT
FOR
EAST MAPLE ESTATES
ED THOMPSON
TYLER, SMITH COUNTY, TEXAS

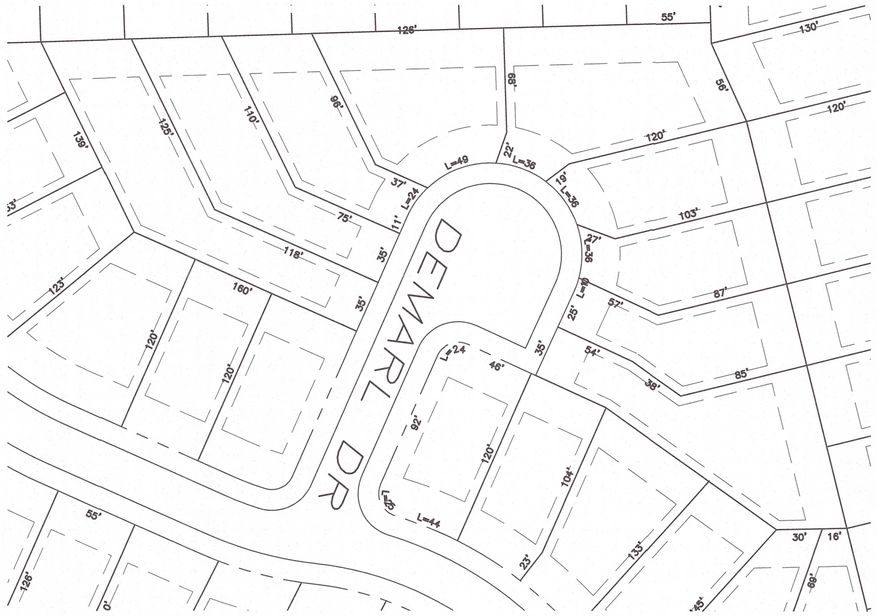
NO.	DATE	REVISIONS REMARKS

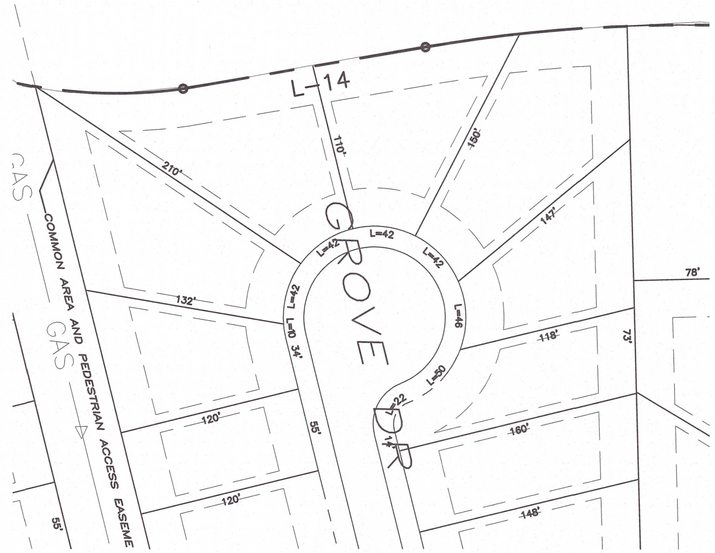
ISSUED FOR:
APPROVAL

PROJECT NO. 22117
SHEET NO. 1.0

22117-Preliminary Plat.dwg

50' 0 50' 100'
SCALE FEET
1"=50' HORIZONTAL





APPROVED BY THE CITY PLANNING & ZONING COMMISION OF TYLER, TEXAS ON THIS 2ND DAY OF MAY, 2023.

CHAIRMAN

CUL-DE-SAC LAYOUTS

DESIGNED BY: RSB / SFI
DATE: APRIL 2023

STATE OF TEXAS
REA S. BOUDREAUX
61976
REGISTERED PROFESSIONAL ENGINEER
04.24.23

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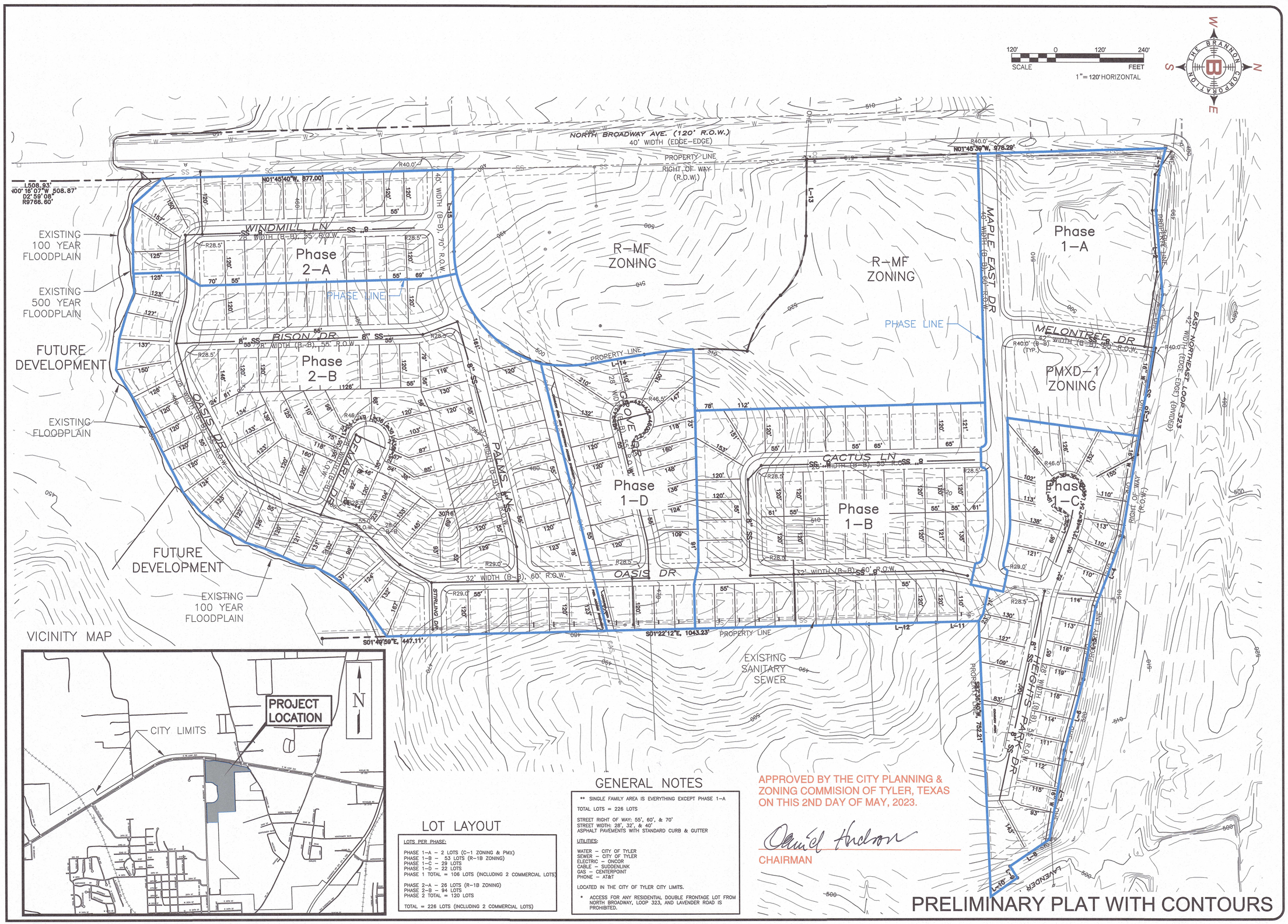
PRELIMINARY PLAT
FOR
EAST MAPLE ESTATES
ED THOMPSON
TYLER, SMITH COUNTY, TEXAS

NO	DATE	REVISIONS REMARKS

ISSUED FOR:
APPROVAL

PROJECT NO. 22117
SHEET NO. 1.1

22117-Preliminary Plat.dwg



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LOCATED IN THE CITY OF TYLER CITY LIMITS.

* ACCESS FOR ANY RESIDENTIAL DOUBLE FRONTAGE LOT FROM NORTH BROADWAY, LOOP 323, AND LAVENDER ROAD IS PROHIBITED.

APPROVED BY THE CITY PLANNING & ZONING COMMISION OF TYLER, TEXAS ON THIS 2ND DAY OF MAY, 2023.

CHAIRMAN

PRELIMINARY PLAT WITH CONTOURS

DESIGNED BY: RSB / SFI
DATE: APRIL 2023

STATE OF TEXAS
REA S. BOUDREAUX
61976
REGISTERED PROFESSIONAL ENGINEER
04.26.23

BRANNON CORP
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PRELIMINARY PLAT
FOR
EAST MAPLE ESTATES
ED THOMPSON
TYLER, SMITH COUNTY, TEXAS

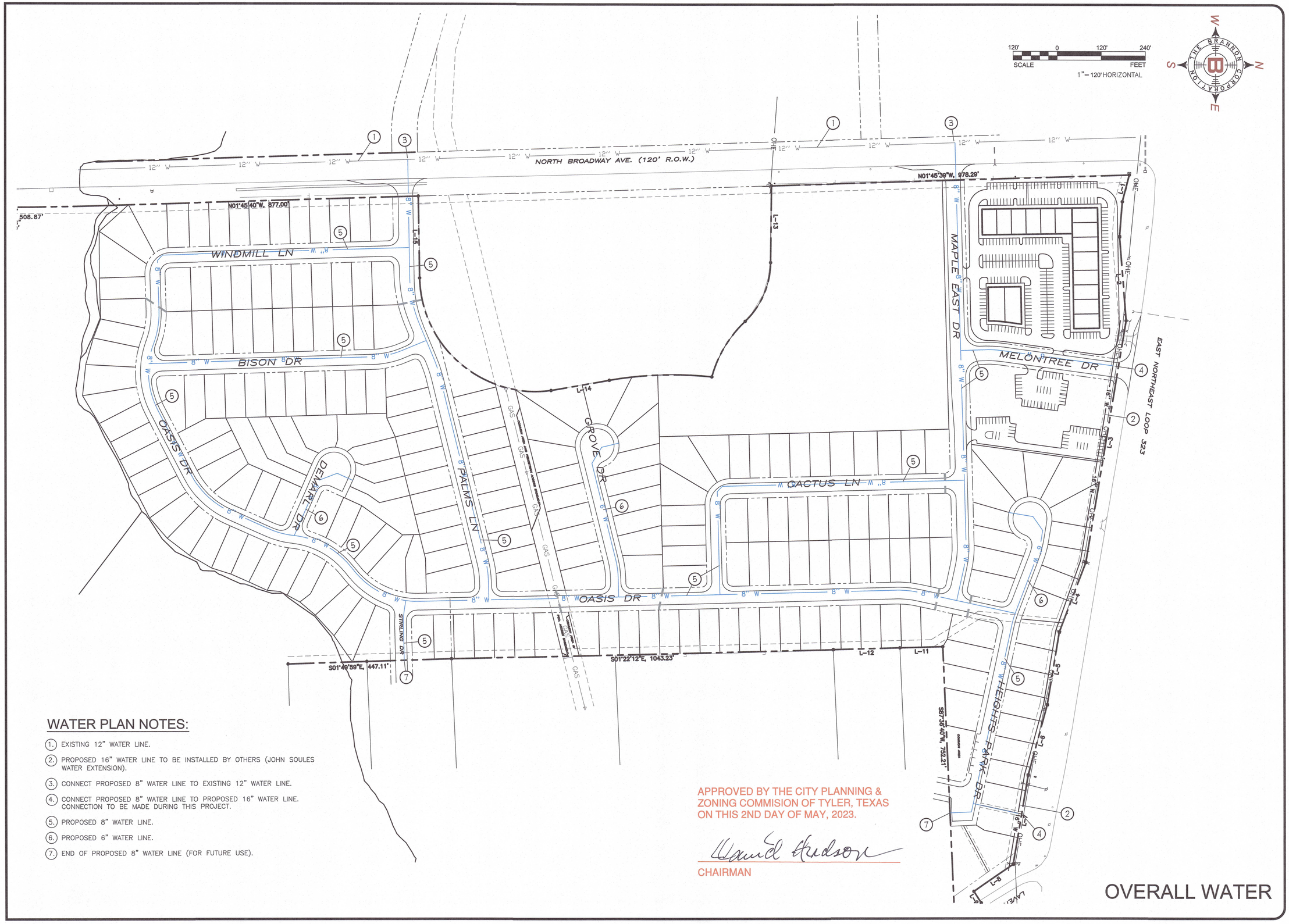
NO.	DATE	REVISIONS REMARKS

ISSUED FOR:
APPROVAL

PROJECT NO. 22117

SHEET NO. 2.0

22117-Preliminary Plat.dwg



WATER PLAN NOTES:

1. EXISTING 12" WATER LINE.
2. PROPOSED 16" WATER LINE TO BE INSTALLED BY OTHERS (JOHN SOULES WATER EXTENSION).
3. CONNECT PROPOSED 8" WATER LINE TO EXISTING 12" WATER LINE.
4. CONNECT PROPOSED 8" WATER LINE TO PROPOSED 16" WATER LINE. CONNECTION TO BE MADE DURING THIS PROJECT.
5. PROPOSED 8" WATER LINE.
6. PROPOSED 6" WATER LINE.
7. END OF PROPOSED 8" WATER LINE (FOR FUTURE USE).

APPROVED BY THE CITY PLANNING & ZONING COMMISION OF TYLER, TEXAS ON THIS 2ND DAY OF MAY, 2023.

CHAIRMAN

OVERALL WATER

DESIGNED BY: RSB / SFI

DATE: APRIL 2023

STATE OF TEXAS
REA S. BOUDREAUX
61976
REGISTERED PROFESSIONAL ENGINEER
04-26-23

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PRELIMINARY PLAT
FOR
EAST MAPLE ESTATES
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TYLER, SMITH COUNTY, TEXAS

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REVISIONS		
NO	DATE	REMARKS

ISSUED FOR:
APPROVAL

PROJECT NO. 22117

SHEET NO. 2.1

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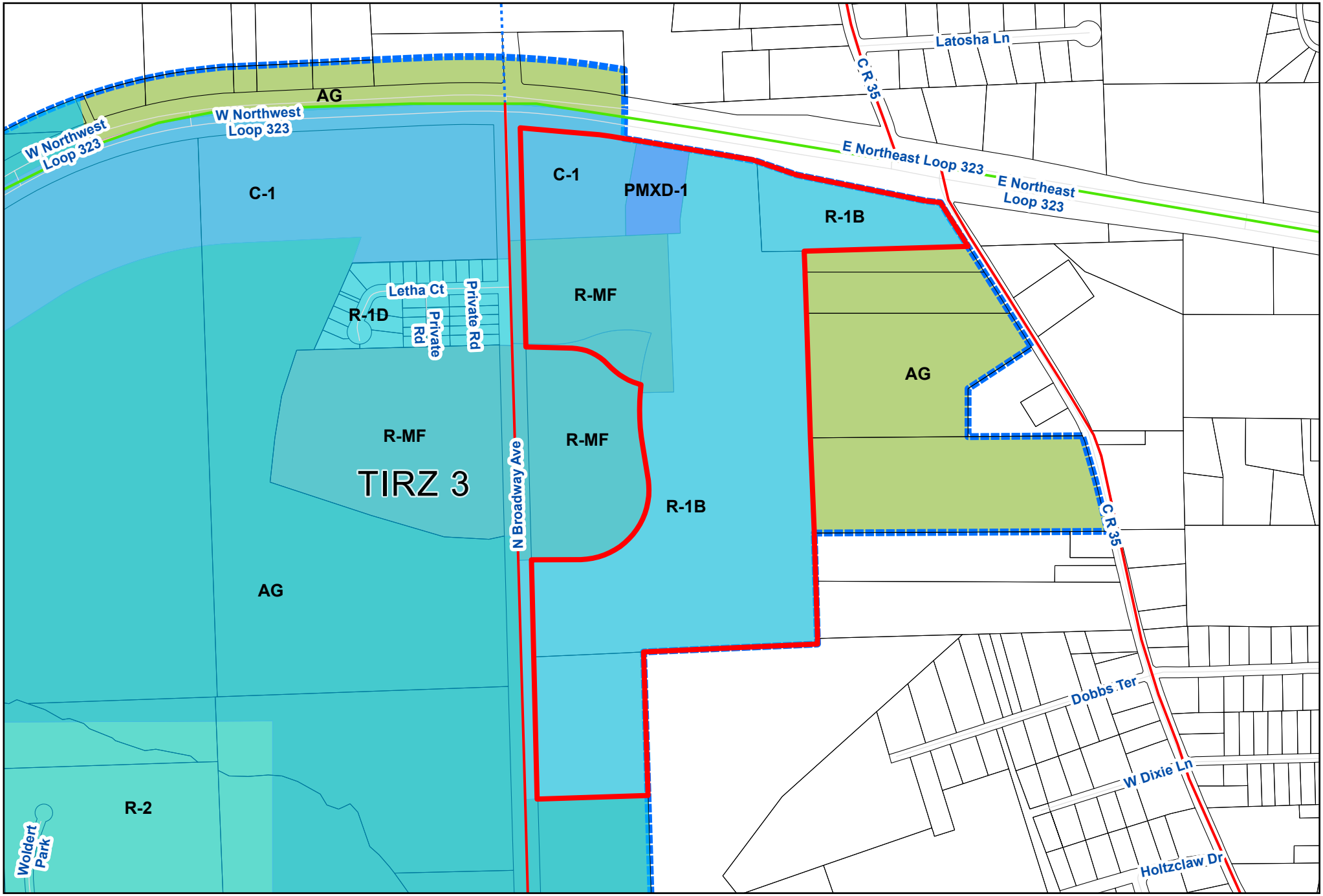


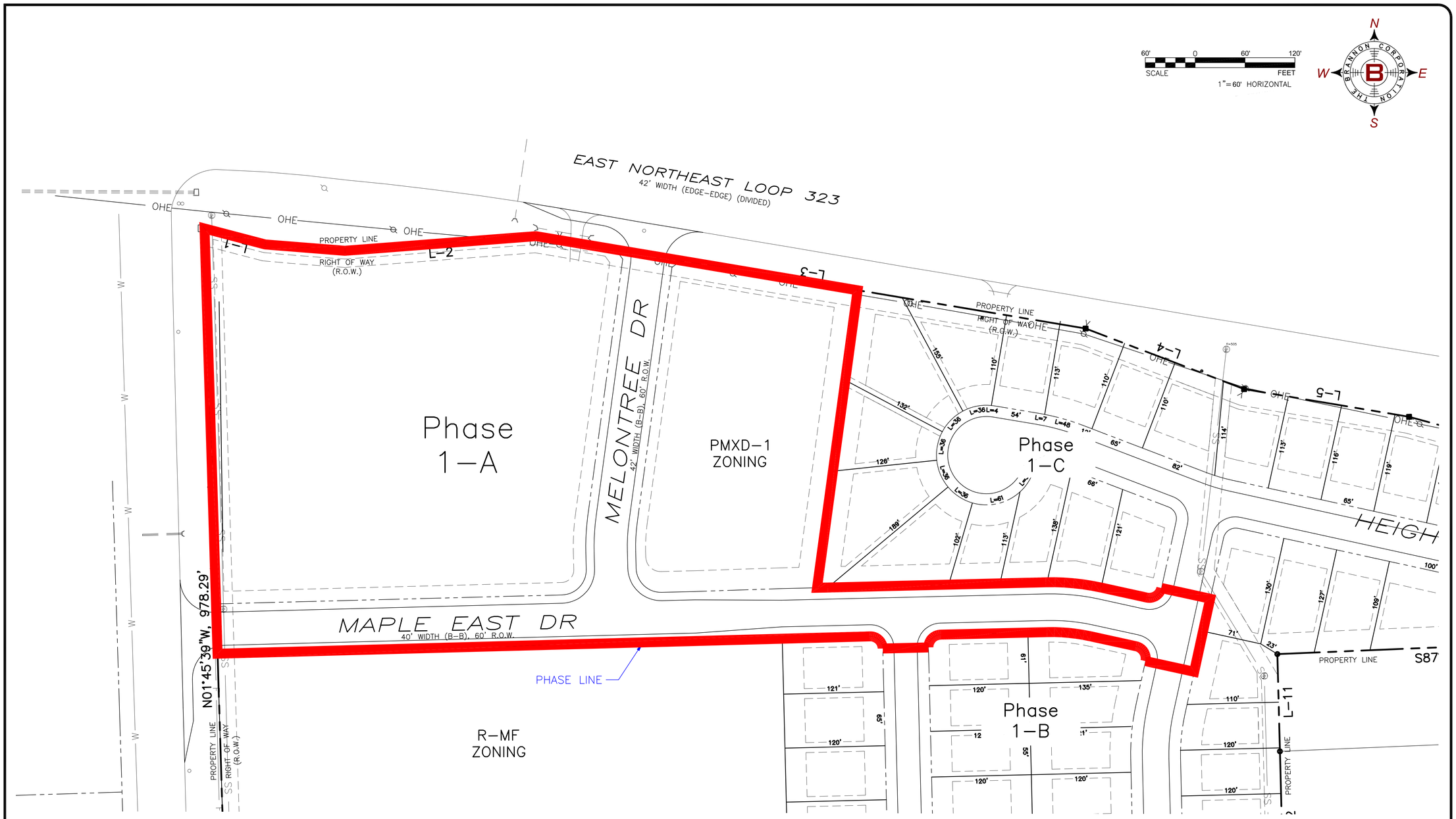
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

Subject Property

TIRZ 3 Boundary

City Limits

N



DESIGNED BY: RSB / SFI

DATE: JUNE 2023

06.01.23

STATE OF TEXAS
REA S. BOUDREAUX
61976
REGISTERED PROFESSIONAL ENGINEER

1321 SOUTH BROADWAY
TYLER, TX 75701
(903) 597-2122

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PRELIMINARY EXHIBIT
FOR
EAST MAPLE ESTATES
ED THOMPSON
TYLER, SMITH COUNTY, TEXAS

REVISIONS		
NO.	DATE	REMARKS

ISSUED FOR:

PRELIMINARY REVIEW

PROJECT NO. 22117

SHEET NO. **EX. 1**

22117-Phase 1-A Exhibit.dwg

PHASE 1-A EXHIBIT

REINVESTMENT ZONE NUMBER THREE, CITY OF TYLER, TEXAS, AMENDED & RESTATED FINAL PROJECT AND FINANCE PLAN

SEPTEMBER 12, 2024

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SECTION 1: DEFINITIONS

Capitalized terms used in this Amended Plan shall have the meanings given to them in **Section I** below unless otherwise defined in this Amended Plan or unless the context in which a term is used clearly requires a different meaning. Unless otherwise defined, a reference to a "Section," or an "Exhibit," shall be a reference to a Section of this Amended Plan or an Exhibit attached to and made a part of this Amended Plan for all purposes.

"**Act**" means Chapter 311, Texas Tax Code, Tax Increment Financing Act, as amended.

"**Administrative Costs**" means the actual, direct costs paid or incurred by or on behalf of the City to administer the Zone, including planning, engineering, legal services, organizational costs, publicizing costs, or implementations costs paid by or on behalf of the City that are directly related to the administration of the Zone.

"**Amended Plan**" means this *Amended and Restated Reinvestment Zone Number Three, City of Tyler, Texas, Final Project and Finance Plan*.

"**Appraisal District**" means the Smith County Appraisal District.

"**Board**" means the Board of Directors for the Zone.

"**Captured Appraised Value**" means the taxable value of the Zone, on a parcel-by-parcel basis for each year during the term of the Zone, as calculated and confirmed annually by the Appraisal Districts, less the Tax Increment Base.

"**City**" means the City of Tyler, Texas.

"**City Council**" means the governing body of the City.

"**City TIRZ Increment**" means the portion of the City's ad valorem tax increment equal to one hundred percent (100%) of the ad valorem real property taxes collected and received by the City on the Captured Appraised Value in the Zone, as further described in **Section 12.1**.

"**College**" means Tyler Junior College District, Texas.

"**College TIRZ Increment**" means the portion of the College's ad valorem tax increment equal to the ad valorem real property taxes collected and received by College on the Captured Appraised Value in the Zone.

"**College Participation Agreement**" means that certain Interlocal Agreement to Participate in Reinvestment Zone Number Four, City of Tyler, Texas entered into by the City, College, and the Board on December 10, 2008, detailing the City and College's participation in the Zone.

"**County**" means Smith County, Texas.

"**County TIRZ Increment**" means the portion of the County's ad valorem tax increment equal to the ad valorem real property taxes collected and received by the County on the Captured Appraised Value in the Zone.

"**County Participation Agreement**" means that certain Interlocal Agreement to Participate in Reinvestment Zone Number Four, City of Tyler, Texas, entered into by the City, County, and the Board on November 24, 2008, detailing the City and County's participation in the Zone.

"**Creation Ordinance**" means Ordinance No. O-2008-142 adopted by the City Council on November 12, 2008, designating the creation of the Zone and the Board.

"**Feasibility Study**" means the economic feasibility study as prepared at the creation of the Preliminary Plan and updated if Plan is updated or amended, and focuses only on direct financial benefits, as further described in **Section 9**, and shown on **Exhibit E**.

"Final Plan" means the Reinvestment Zone Number Three, City of Tyler, Texas, Final Project and Finance Plan.

"**Municipal Services**" means all City services, including, but not limited to, police, fire, emergency services, streets, drainage, parks, permits, and City administration.

"**Preliminary Plan**" means the *Reinvestment Zone Number Three, City of Tyler, Texas, Preliminary Project and Finance Plan*.

"**Project Costs**" means the total actual costs for projects in the Zone, including the Public Improvements, and the Administrative Costs.

"**Property**" means 491 acres of land as depicted on **Exhibit A** and identified on **Exhibit H**.

"**Public Improvements**" means the public improvements including roads, water, sewer and related infrastructure that is provided for the development of the Property.

"**Tax Increment Base**" means total appraised value of taxable real property in the Zone at the time of creation of the Zone.

"**TIRZ No. 3 Fund**" means the tax increment fund created by the City and segregated from all other funds of the City.

"**Zone**" means Reinvestment Zone Number Three, City of Tyler, as depicted on **Exhibit A**, and identified on **Exhibit H**.

SECTION 2: INTRODUCTION

2.1 Authority and Purpose

The City created the Zone using the authority under the Act to designate a contiguous or noncontiguous geographic area within the corporate limits or extraterritorial jurisdiction of the City as a tax increment reinvestment zone to promote development or redevelopment of the area because the City Council determined that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future, that the Zone is economically feasible, and that creation of the Zone was in the best interest of the City and the property in the Zone. The purpose of the Zone is to facilitate such development or redevelopment by financing the costs of public works, public improvements, programs, and other projects benefiting the Zone, plus other costs incidental to those expenditures, all of which costs are authorized by the Act.

2.2 Eligibility Requirements

An area is eligible under the Act to be designated as a tax increment reinvestment zone if the area:

1) substantially arrests or impairs the sound growth of the municipality designating the Zone, retard the provision of housing accommodations, or constitutes an economic or social liability and is a menace to the public health, safety, morals, or welfare in its present condition; or
2) is predominantly open or undeveloped and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impairs or arrests the sound growth of the City; or
3) is in a federally assisted new community located in the City or in an area immediately adjacent to a federally assisted new community; or
4) is in an area described in a petition requesting that the area be designated as a reinvestment zone, if the petition is submitted to the governing body of the City by the owners of property constituting at least fifty percent (50%) of the appraised value of the property in the area according to the most recent certified appraisal roll for the county in which the area is located.

The City cannot, however, designate a zone if more than thirty percent (30%) of the property in the proposed zone, excluding property that is publicly owned, is used for residential purposes, or if the total appraised value of taxable real property in the proposed zone and in existing reinvestment zones exceeds fifty percent (50%) of the total appraised value of taxable real property in the City and in industrial districts created by the City.

2.3 The Zone

The Property within the Zone is currently located within the corporate limits of the City. The Property is underdeveloped, and substantially impairs and arrests the sound growth of the City. Due to its size, location, and physical characteristics development would not occur solely through private investment in the foreseeable future. The Property lacks public infrastructure and requires economic incentive to attract development for the purpose of providing long-term economic benefits including, but not limited to, increased real property tax base for all taxing units in the Zone. If the Public Improvements are financed as contemplated by this Amended Plan, the City envisions that the Property will be developed to take full advantage of the opportunity to bring to the City, and County, quality development.

2.4 Preliminary Plan and Hearing

Before the City Council adopted the Creation Ordinance, the City Council prepared the Preliminary Plan in accordance with the Act and held a public hearing on the creation of the Zone and its benefits to the City and to the Property, at which public hearing interested persons were given the opportunity to speak for and against the creation of the Zone, the boundaries of the Zone and the concept of tax increment financing, and at which hearing the owners of the Property were given a reasonable opportunity to protest the inclusion of their Property in the Zone. The requirement of the Act for a preliminary reinvestment zone financing plan was satisfied by the Preliminary Plan, the purpose of which was to describe, in general terms, the development of the Zone, and the economic incentive that would be undertaken by the Zone. A description of the uses of the Property is located in **Exhibit G**, and confirmed by the adoption of this Amended Plan.

2.5 Creation of the Zone

Upon the closing of the November 12, 2008 public hearing, the City Council approved the Creation Ordinance and made the following findings:

1) that development or redevelopment of the Property would not have occurred solely through private investment in the reasonably foreseeable future, and
2) that the Zone was feasible, and
3) that improvements in the Zone would significantly enhance the value of all the taxable real property in the Zone and would be of general benefit to the City, and
4) that the Zone met the eligibility requirements of the Act.

Among other provisions required by the Act, the Creation Ordinance appointed the Board.

2.6 Council Action

2.6.1 County Participation in the Zone

On November 24, 2008, the City Council and County entered into the County Participation Agreement, detailing the County's participation in the Zone.

2.6.2 College Participation in the Zone

On December 10, 2008, the City Council and College entered into the College Participation Agreement, detailing the College's participation in the Zone.

2.6.3 Amended Plan

On October 11, 2023, the Board reviewed, and recommended to the City Council this Amended Plan, which amends and restates the Final Plan in its entirety. The City Council shall consider this Amended Plan, pursuant to which the City will contribute the City TIRZ Increment into the TIRZ Fund to fund the Project Costs benefiting the Zone.

SECTION 3: DESCRIPTION AND MAPS

3.1 Existing Uses and Conditions

The Property is primarily zoned Agriculture, Single-Family Residential, Multi-Family Residential, Planned Mixed Use, Light Commercial, Light Industrial, General Industrial, and Institutional. At the time of creation of the Zone, the Property was primarily underdeveloped, and there was limited or aging public infrastructure to support development. Development requires extensive public infrastructure that: (1) the City could not provide, and (2) would not be provided solely through private investment in the foreseeable future.

3.2 Proposed Uses

The proposed uses of the Property in the City include residential, commercial, green space and mixed-use as shown on **Exhibit G**.

3.3 Parcel Identification

The parcels identified on **Exhibit H** provide sufficient detail to identify with ordinary and reasonable certainty the territory included in the Zone.

SECTION 4: PROPOSED CHANGES TO ORDINANCES, PLANS, CODES, RULES, AND REGULATIONS

The Property is wholly located in the corporate limits of the City and is subject to the City's zoning regulation. The City has exclusive jurisdiction over the subdivision and platting of the property

within the Property and the design, construction, installation, and inspection of water, sewer, drainage, roadway, and other public infrastructure. No proposed changes to zoning ordinances, comprehensive plan, building codes, subdivision rules, or other municipal ordinances are planned.

SECTION 5: RELOCATION OF DISPLACED PERSONS

No persons were displaced and in need of relocation due to the creation of the Zone or shall be due to the implementation of this Amended Plan.

SECTION 6: NON-PROJECT COSTS

Non-Project costs are costs that were spent to develop in the Zone but were not financed by the Zone, and were financed by other funds. The list of non-project costs is shown on **Exhibit B**, and were estimated to be approximately $134,780,000.

SECTION 7: PUBLIC IMPROVEMENTS

7.1 Categories of Public Improvements

All Public Improvements shall be designed and constructed in accordance with all applicable City standards and shall otherwise be inspected, approved, and accepted by the City. At the City's option, the Public Improvements may be expanded to include any other category of improvements authorized by the Act.

7.2 Location of Public Improvements

The estimated locations of the proposed Public Improvements are depicted on **Exhibit F**. These locations may be revised and refined, with the approval of the Board, from time to time without amending this Amended Plan.

SECTION 8: PROJECT COSTS

8.1 Project Costs

The total Project Costs are estimated to be $34,008,696, as shown below and detailed on **Exhibit C**. The Public Improvements are estimated to be $5,969,879; the Administrative Costs are estimated to be $561,149; and the Municipal Services are estimated to be $27,477,668.

i. Administrative Costs

The Administrative Costs are estimated to be $10,000 per year and escalating at two percent (2%) thereafter. The Administrative Costs shall be paid each year from the TIRZ Fund before any other Project Costs are paid.

ii. Municipal Services

The City shall utilize a portion of the revenue in the City TIRZ Increment, County TIRZ Increment, and College TIRZ Increment to fund Municipal Services attributed to the Zone.

iii. Public Improvements

The total Public Improvements are estimated to be $5,969,879, as shown on **Exhibit C**.

8.2 Estimated Timeline of Incurred Costs

The Project Costs will be incurred throughout the duration of the Zone, as shown on **Exhibit D**, and funded annually over the remaining term of the Zone.

SECTION 9: FEASIBILITY STUDY

The Feasibility Study, as shown on **Exhibit E**, focuses on only direct financial benefits (i.e. ad valorem tax revenues from the development of Public Improvements in the Zone). Based on the Feasibility Study, during the term of the Zone, new development (which would not have occurred but for the Zone) will generate approximately $34,897,209 in total new real property tax revenue for the participating taxing entities over the remaining term of the Zone. Approximately $34,897,209 will be deposited into the TIRZ No. 3 Fund to pay for the Project Costs over the remaining term of the Zone. The remaining real property tax revenue over that period, estimated at $0.00 shall be retained by the participating taxing entities.

The Feasibility Study shows the cumulative City TIRZ Increment is estimated to be $11,086,460, which will be available to pay a portion of the Project Costs, until the term expires or is otherwise terminated. The remainder of the new City real property tax revenue generated within the Zone and retained by the City is estimated to be $0.00 over the remaining term.

The Feasibility Study shows the cumulative County TIRZ Increment is estimated to be $15,447,936, which will be available to pay a portion of the Project Costs, until the term expires or is otherwise terminated. The remainder of the new County real property tax revenue generated within the Zone and retained by the County is estimated to be $0.00 over the remaining term.

The Feasibility Study shows the cumulative College TIRZ Increment is estimated to be $8,362,813, which will be available to pay a portion of the Project Costs, until the term expires or is otherwise terminated. The remainder of the new College real property tax revenue generated within the Zone and retained by the College is estimated to be $0.00 over the remaining term.

One-hundred percent (100%) of all taxing revenues generated for other taxing entities by the new development within the Zone will be retained by the County and the College through December 31, 2023. Following that the County and the College shall participate at 100% for the remainder of the Zone. The City shall participate at 100% for the life of the Zone. Based on the foregoing, the feasibility of the Zone has been demonstrated.

SECTION 10: ESTIMATED BONDED INDEBTEDNESS

No tax increment reinvestment zone bonds or public indebtedness by the City secured by the tax increments pursuant to the Act, is contemplated.

SECTION 11: APPRAISED VALUE

11.1 Tax Increment Base

The Tax Increment Base of the Zone at the time of creation was $6,055,487, and was confirmed by the Appraisal District. Each year, the Appraisal District shall confirm the current Captured Appraised Value. The taxable value of the Zone as of Tax Year 2022 is $29,374,574.

11.2 Estimated Captured Appraised Value

It is estimated that upon the proposed expiration of the term of the Zone, the total Captured Appraised Value of taxable real property in the Zone will be approximately $174,533,684, as shown on **Exhibit E**. The actual Captured Appraised Value, as certified by the Appraisal District, for each year, will be used to calculate the annual City TIRZ Increment, the County TIRZ Increment, and the College TIRZ Increment, pursuant to this Amended Plan, the County Participation Agreement, and the College Participation Agreement.

SECTION 12: METHOD OF FINANCING

12.1 TIRZ No. 3 Fund Contributions

This Amended Plan shall obligate the City to deposit the City TIRZ Increment into the TIRZ No. 3 Fund. For example, in FY 2023, the City's ad valorem tax rate was $0.24792 per $100 of taxable value, therefore the City would contribute $0.24792 per $100 of the Captured Appraised Value in the Zone levied and collected, into the TIRZ No. 3 Fund.

The County Participation Agreement shall obligate the County to deposit the County TIRZ Increment into the TIRZ Fund. For example, in FY 2023, the County's ad valorem tax rate was $0.347264 per $100 of taxable value, therefore the County would contribute $0.347264 per $100 of the Captured Appraised Value in the Zone levied and collected, to the TIRZ Fund from years 2039-2060.

The College Participation Agreement shall obligate the College to deposit the College TIRZ Increment into the TIRZ Fund beginning in 2023. For example, in FY 2023, the College's ad valorem tax rate was $0.187993 per $100 of taxable value, therefore the College would contribute $0.187993 per $100 of the Captured Appraised Value in the Zone levied and collected, to the TIRZ Fund from years 2039-2060.

All payments of Project Costs shall be made solely from the TIRZ Fund and from no other funds of the City, County, or College unless otherwise approved by their respective governing bodies. The TIRZ Fund shall only be used to pay the Project Costs. The City may amend this Amended Plan in compliance with the County Participation Agreement and the College Participation Agreement, including but not limited to what is considered a Project Cost.

12.2 Funding Mechanisms

All payments of Project Costs shall be made solely from the TIRZ No. 3 Fund and from no other funds of the City, County or College, unless otherwise approved by its respective governing bodies. The TIRZ No. 3 Fund shall only be used to pay the Project Costs. The City may amend this Amended Plan in compliance with the County Participation Agreement, the College Participation Agreement, and the Act, including but not limited to what is considered a Project Cost.

SECTION 13: DURATION OF THE ZONE, TERMINATION

13.1 Duration

The stated term of the Zone commenced upon the execution of the Creation Ordinance and shall continue until December 31, 2060, with the last increment being due by January 31, 2061, unless otherwise terminated or extended in accordance with the Creation Ordinance, or the Act.

13.2 Termination

The Zone shall terminate on the earlier of (i) December 31, 2060, or (ii) at such time that the Project Costs have been paid in full. If upon expiration of the stated term of the Zone, the obligations of the Zone have not been fully funded by the TIRZ No. 3 Fund, the City, County, and College shall have no obligation to pay the shortfall and the term shall not be required to be extended. Nothing in this section is intended to prevent the City, County, or College from extending the term of the Zone in accordance with the Act.

LIST OF EXHIBITS

Unless otherwise stated, all references to "Exhibits" contained in this Amended Plan shall mean and refer to the following exhibits, all of which are attached to and made a part of this Amended Plan for all purposes.

Exhibit A	Map of the Zone
Exhibit B	Non-Project Costs
Exhibit C	List of Project Costs
Exhibit D	Estimated Timeline of Incurred Project Costs
Exhibit E	Feasibility Study
Exhibit F	Map of Public Improvements
Exhibit G	Proposed Uses of the Property
Exhibit H	Parcel Identification

EXHIBIT A – MAP OF THE ZONE

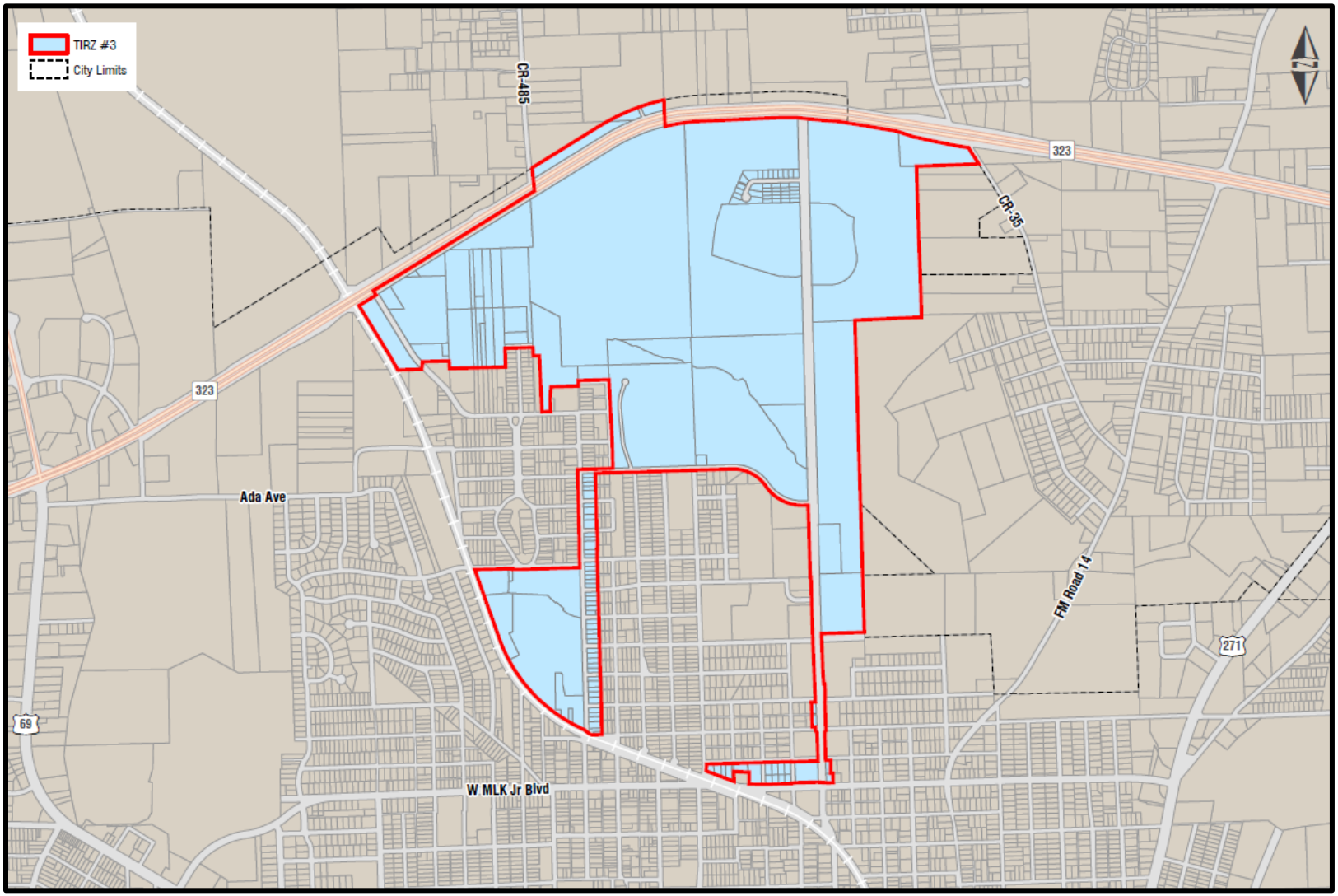

EXHIBIT B – NON-PROJECT COSTS

Reinvestment Zone Number Three, City of Tyler, Texas
Non-Project Costs

Non-Project Costs[1,2]	
2008 Base Taxable Value	$ 6,055,487
Projected 2060 Taxable Value	$ 174,533,684
Total Non-Project Costs	**$ 134,780,000**

(1) Total Non-Project Costs are estimated to be the approximate 80% of the increase in value from the Tax Increment Base to the 2023 Taxable Value.
(2) Provided for illustrative purposes only, and subject to change.

EXHIBIT C – LIST OF PROJECT COSTS

Reinvestment Zone Number Three, City of Tyler, Texas
Project Costs

Public Improvements		Total
Landscaping & Greenspace	$	1,400,000
Public Infrastructure	$	2,000,000
Street Projects	$	1,213,716
Off-Street Storm Sewer Projects	$	225,000
Soft Costs	$	1,131,163
Public Improvements Subtotal	**$**	**5,969,879**
Administrative Costs	$	561,149
Municipal Services	$	27,477,668
Total Project Costs	**$**	**34,008,696**

EXHIBIT D – ESTIMATED TIMELINE OF INCURRED PROJECT COSTS

Reinvestment Zone Number Three, City of Tyler, Texas
Estimated Timeline of Incurred Project Costs

Zone Year	Calendar Year	Administrative Costs	Municipal Services	Public Improvements	Total Project Costs[1]	
					Annual	Cumulative
15	2023	$ 10,000	$ -	$ -	$ 10,000	$ 10,000
16	2024	$ 10,200	$ -	$ 2,742,347	$ 2,752,547	$ 2,762,547
17	2025	$ 10,404	$ 145,776	$ -	$ 156,180	$ 2,918,728
18	2026	$ 10,612	$ 152,846	$ 3,227,532	$ 3,390,990	$ 6,309,718
19	2027	$ 10,824	$ 329,208	$ -	$ 340,032	$ 6,649,750
20	2028	$ 11,041	$ 345,174	$ -	$ 356,215	$ 7,005,965
21	2029	$ 11,262	$ 361,915	$ -	$ 373,177	$ 7,379,142
22	2030	$ 11,487	$ 379,468	$ -	$ 390,955	$ 7,770,097
23	2031	$ 11,717	$ 397,872	$ -	$ 409,589	$ 8,179,686
24	2032	$ 11,951	$ 417,169	$ -	$ 429,120	$ 8,608,806
25	2033	$ 12,190	$ 437,402	$ -	$ 449,592	$ 9,058,398
26	2034	$ 12,434	$ 458,616	$ -	$ 471,050	$ 9,529,447
27	2035	$ 12,682	$ 480,859	$ -	$ 493,541	$ 10,022,988
28	2036	$ 12,936	$ 504,180	$ -	$ 517,116	$ 10,540,105
29	2037	$ 13,195	$ 528,633	$ -	$ 541,828	$ 11,081,933
30	2038	$ 13,459	$ 554,272	$ -	$ 567,730	$ 11,649,663
31	2039	$ 13,728	$ 581,154	$ -	$ 594,882	$ 12,244,545
32	2040	$ 14,002	$ 609,340	$ -	$ 623,342	$ 12,867,887
33	2041	$ 14,282	$ 638,893	$ -	$ 653,175	$ 13,521,063
34	2042	$ 14,568	$ 669,879	$ -	$ 684,447	$ 14,205,510
35	2043	$ 14,859	$ 702,368	$ -	$ 717,228	$ 14,922,738
36	2044	$ 15,157	$ 736,433	$ -	$ 751,590	$ 15,674,328
37	2045	$ 15,460	$ 772,150	$ -	$ 787,610	$ 16,461,938
38	2046	$ 15,769	$ 809,600	$ -	$ 825,369	$ 17,287,307
39	2047	$ 16,084	$ 848,865	$ -	$ 864,950	$ 18,152,256
40	2048	$ 16,406	$ 890,035	$ -	$ 906,441	$ 19,058,697
41	2049	$ 16,734	$ 933,202	$ -	$ 949,936	$ 20,008,633
42	2050	$ 17,069	$ 978,462	$ -	$ 995,531	$ 21,004,164
43	2051	$ 17,410	$ 1,025,918	$ -	$ 1,043,328	$ 22,047,492
44	2052	$ 17,758	$ 1,075,675	$ -	$ 1,093,433	$ 23,140,925
45	2053	$ 18,114	$ 1,127,845	$ -	$ 1,145,958	$ 24,286,883
46	2054	$ 18,476	$ 1,182,545	$ -	$ 1,201,021	$ 25,487,904
47	2055	$ 18,845	$ 1,239,899	$ -	$ 1,258,744	$ 26,746,649
48	2056	$ 19,222	$ 1,300,034	$ -	$ 1,319,256	$ 28,065,905
49	2057	$ 19,607	$ 1,363,085	$ -	$ 1,382,692	$ 29,448,597
50	2058	$ 19,999	$ 1,429,195	$ -	$ 1,449,194	$ 30,897,791
51	2059	$ 20,399	$ 1,498,511	$ -	$ 1,518,910	$ 32,416,700
52	2060	$ 20,807	$ 1,571,189	$ -	$ 1,591,996	$ 34,008,696
Total		**$ 561,149**	**$ 27,477,668**	**$ 5,969,879**	**$ 34,008,696**	

(1) Estimate provided for illustrative purposes only.

Reinvestment Zone Number Three, City of Tyler, Texas
Feasibility Study

Zone Year	Tax Year[2]	Growth/ Year[1]	New Development: Added Development Value	New Development: New Taxable Value	New Development: Incremental Value	City TIRZ Increment: %	City TIRZ Increment: Annual	City TIRZ Increment: Cumulative	County TIRZ Increment: %	County TIRZ Increment: Annual	County TIRZ Increment: Cumulative	College TIRZ Increment[3]: %	College TIRZ Increment[3]: Annual	College TIRZ Increment[3]: Cumulative	Total TIRZ Fund Contribution: Annual	Total TIRZ Fund Contribution: Cumulative
Base	*2008*			*$ 6,055,487*												
16	2024	2%	$ -	$ 30,561,307	$ 24,505,820	100%	$ 59,269	$ 117,082	100%	$ 83,019	$ 83,019	100%	$ 44,943	$ 44,943	$ 187,231	$ 245,044
17	2025	2%	$ -	$ 31,172,533	$ 25,117,046	100%	$ 60,755	$ 177,837	100%	$ 85,100	$ 168,119	0%	$ -	$ 44,943	$ 145,855	$ 390,898
18	2026	2%	$ 35,231,639	$ 67,027,623	$ 60,972,136	100%	$ 62,270	$ 240,107	100%	$ 87,222	$ 255,341	0%	$ -	$ 44,943	$ 149,493	$ 540,391
19	2027	0.0%	$ 25,977,827	$ 93,005,450	$ 86,949,963	100%	$ 151,162	$ 391,269	100%	$ 211,734	$ 467,076	0%	$ -	$ 44,943	$ 362,896	$ 903,287
20	2028	0.0%	$ 15,060,492	$ 108,065,942	$ 102,010,455	100%	$ 215,566	$ 606,835	100%	$ 301,946	$ 769,021	0%	$ -	$ 44,943	$ 517,512	$ 1,420,800
21	2029	2%	$ 9,879,846	$ 120,107,107	$ 114,051,620	100%	$ 252,904	$ 859,740	100%	$ 354,246	$ 1,123,267	0%	$ -	$ 44,943	$ 607,150	$ 2,027,949
22	2030	2%	$ 34,237,329	$ 156,746,579	$ 150,691,092	100%	$ 282,757	$ 1,142,496	100%	$ 396,060	$ 1,519,327	0%	$ -	$ 44,943	$ 678,817	$ 2,706,766
23	2031	2%	$ -	$ 159,881,510	$ 153,826,023	100%	$ 373,593	$ 1,516,090	100%	$ 523,296	$ 2,042,623	0%	$ -	$ 44,943	$ 896,889	$ 3,603,656
24	2032	2%	$ -	$ 163,079,140	$ 157,023,653	100%	$ 381,365	$ 1,897,455	100%	$ 534,182	$ 2,576,806	0%	$ -	$ 44,943	$ 915,548	$ 4,519,204
25	2033	2%	$ -	$ 166,340,723	$ 160,285,236	100%	$ 389,293	$ 2,286,748	100%	$ 545,287	$ 3,122,092	0%	$ -	$ 44,943	$ 934,580	$ 5,453,783
26	2034	2%	$ -	$ 169,667,538	$ 163,612,051	100%	$ 397,379	$ 2,684,127	100%	$ 556,613	$ 3,678,705	0%	$ -	$ 44,943	$ 953,992	$ 6,407,775
27	2035	2%	$ -	$ 173,060,888	$ 167,005,401	100%	$ 405,627	$ 3,089,754	100%	$ 568,166	$ 4,246,871	0%	$ -	$ 44,943	$ 973,793	$ 7,381,568
28	2036	2%	$ -	$ 176,522,106	$ 170,466,619	100%	$ 414,040	$ 3,503,794	100%	$ 579,950	$ 4,826,821	0%	$ -	$ 44,943	$ 993,989	$ 8,375,557
29	2037	0.0%	$ -	$ 176,522,106	$ 170,466,619	100%	$ 422,621	$ 3,926,415	100%	$ 591,969	$ 5,418,790	0%	$ -	$ 44,943	$ 1,014,590	$ 9,390,148
30	2038	0.0%	$ -	$ 176,522,106	$ 170,466,619	100%	$ 422,621	$ 4,349,036	100%	$ 591,969	$ 6,010,759	0%	$ -	$ 44,943	$ 1,014,590	$ 10,404,738
31	2039	2%	$ -	$ 180,052,548	$ 173,997,061	100%	$ 422,621	$ 4,771,657	100%	$ 591,969	$ 6,602,728	0%	$ -	$ 44,943	$ 1,014,590	$ 11,419,328
32	2040	2%	$ -	$ 183,653,599	$ 177,598,112	100%	$ 431,374	$ 5,203,030	100%	$ 604,229	$ 7,206,957	0%	$ -	$ 44,943	$ 1,035,603	$ 12,454,930
33	2041	2%	$ -	$ 187,326,671	$ 181,271,184	100%	$ 440,301	$ 5,643,332	100%	$ 616,734	$ 7,823,692	0%	$ -	$ 44,943	$ 1,057,036	$ 13,511,966
34	2042	2%	$ -	$ 191,073,205	$ 185,017,718	100%	$ 449,408	$ 6,092,739	100%	$ 629,490	$ 8,453,181	0%	$ -	$ 44,943	$ 1,078,897	$ 14,590,863
35	2043	2%	$ -	$ 194,894,669	$ 188,839,182	100%	$ 458,696	$ 6,551,435	100%	$ 642,500	$ 9,095,681	0%	$ -	$ 44,943	$ 1,101,196	$ 15,692,059
36	2044	2%	$ -	$ 198,792,562	$ 192,737,075	100%	$ 468,170	$ 7,019,605	100%	$ 655,770	$ 9,751,452	0%	$ -	$ 44,943	$ 1,123,941	$ 16,815,999
37	2045	2%	$ -	$ 202,768,413	$ 196,712,926	100%	$ 477,834	$ 7,497,439	100%	$ 669,306	$ 10,420,758	0%	$ -	$ 44,943	$ 1,147,140	$ 17,963,140
38	2046	2%	$ -	$ 206,823,782	$ 200,768,295	100%	$ 487,691	$ 7,985,130	100%	$ 683,113	$ 11,103,871	0%	$ -	$ 44,943	$ 1,170,804	$ 19,133,943
39	2047	0.0%	$ -	$ 206,823,782	$ 200,768,295	100%	$ 497,745	$ 8,482,874	100%	$ 697,196	$ 11,801,067	0%	$ -	$ 44,943	$ 1,194,941	$ 20,328,884
40	2048	0.0%	$ -	$ 206,823,782	$ 200,768,295	100%	$ 497,745	$ 8,980,619	100%	$ 697,196	$ 12,498,263	0%	$ -	$ 44,943	$ 1,194,941	$ 21,523,825
41	2049	2%	$ -	$ 210,960,257	$ 204,904,770	100%	$ 497,745	$ 9,478,364	100%	$ 697,196	$ 13,195,459	0%	$ -	$ 44,943	$ 1,194,941	$ 22,718,766
42	2050	2%	$ -	$ 215,179,462	$ 209,123,975	100%	$ 508,000	$ 9,986,364	100%	$ 711,561	$ 13,907,020	0%	$ -	$ 44,943	$ 1,219,560	$ 23,938,326
43	2051	2%	$ -	$ 219,483,052	$ 213,427,565	100%	$ 518,460	$ 10,504,824	100%	$ 726,212	$ 14,633,232	0%	$ -	$ 44,943	$ 1,244,672	$ 25,182,999
44	2052	2%	$ -	$ 223,872,713	$ 217,817,226	100%	$ 529,130	$ 11,033,953	100%	$ 741,157	$ 15,374,389	0%	$ -	$ 44,943	$ 1,270,287	$ 26,453,285
45	2053	2%	$ -	$ 228,350,167	$ 222,294,680	100%	$ 540,012	$ 11,573,966	100%	$ 756,401	$ 16,130,790	0%	$ -	$ 44,943	$ 1,296,413	$ 27,749,699
46	2054	2%	$ -	$ 232,917,170	$ 226,861,683	100%	$ 551,113	$ 12,125,079	100%	$ 771,949	$ 16,902,739	0%	$ -	$ 44,943	$ 1,323,062	$ 29,072,761
47	2055	2%	$ -	$ 237,575,514	$ 231,520,027	100%	$ 562,435	$ 12,687,514	100%	$ 787,809	$ 17,690,548	0%	$ -	$ 44,943	$ 1,350,244	$ 30,423,005
48	2056	2%	$ -	$ 242,327,024	$ 236,271,537	100%	$ 573,984	$ 13,261,499	100%	$ 803,986	$ 18,494,534	0%	$ -	$ 44,943	$ 1,377,970	$ 31,800,976
49	2057	0.0%	$ -	$ 242,327,024	$ 236,271,537	100%	$ 585,764	$ 13,847,263	100%	$ 820,486	$ 19,315,020	0%	$ -	$ 44,943	$ 1,406,250	$ 33,207,226
50	2058	0.0%	$ -	$ 242,327,024	$ 236,271,537	100%	$ 585,764	$ 14,433,028	100%	$ 820,486	$ 20,135,506	0%	$ -	$ 44,943	$ 1,406,250	$ 34,613,476
51	2059	2%	$ -	$ 247,173,565	$ 241,118,078	100%	$ 585,764	$ 15,018,792	100%	$ 820,486	$ 20,955,992	0%	$ -	$ 44,943	$ 1,406,250	$ 36,019,727
52	2060	2%	$ -	$ 252,117,036	$ 246,061,549	100%	$ 597,780	$ 15,616,572	100%	$ 837,316	$ 21,793,308	0%	$ -	$ 44,943	$ 1,435,096	$ 37,454,823
Total			**$ 120,387,134**				**$ 15,616,572**			**$ 21,793,308**			**$ 44,943**		**$ 37,454,823**	

Assumptions	
2008 Base Taxable Value[4]	$ 6,055,487
City AV Rate	0.247920
County AV Rate	0.347264
College AV Rate	0.187993

Footnotes

1) Values increased at 2% annually with two years of no growth each decade to simulate an economic downturn.
2) Years 2039 -2060 are shown for illustrative purposes only, and are subject to Participation Agreements.
3) College Participation to end in 2024, per draft Interlocal Agreement.
4) In 2008, the Zone was created with a base value of $6,055,487.

EXHIBIT F – MAP OF PUBLIC IMPROVEMENTS

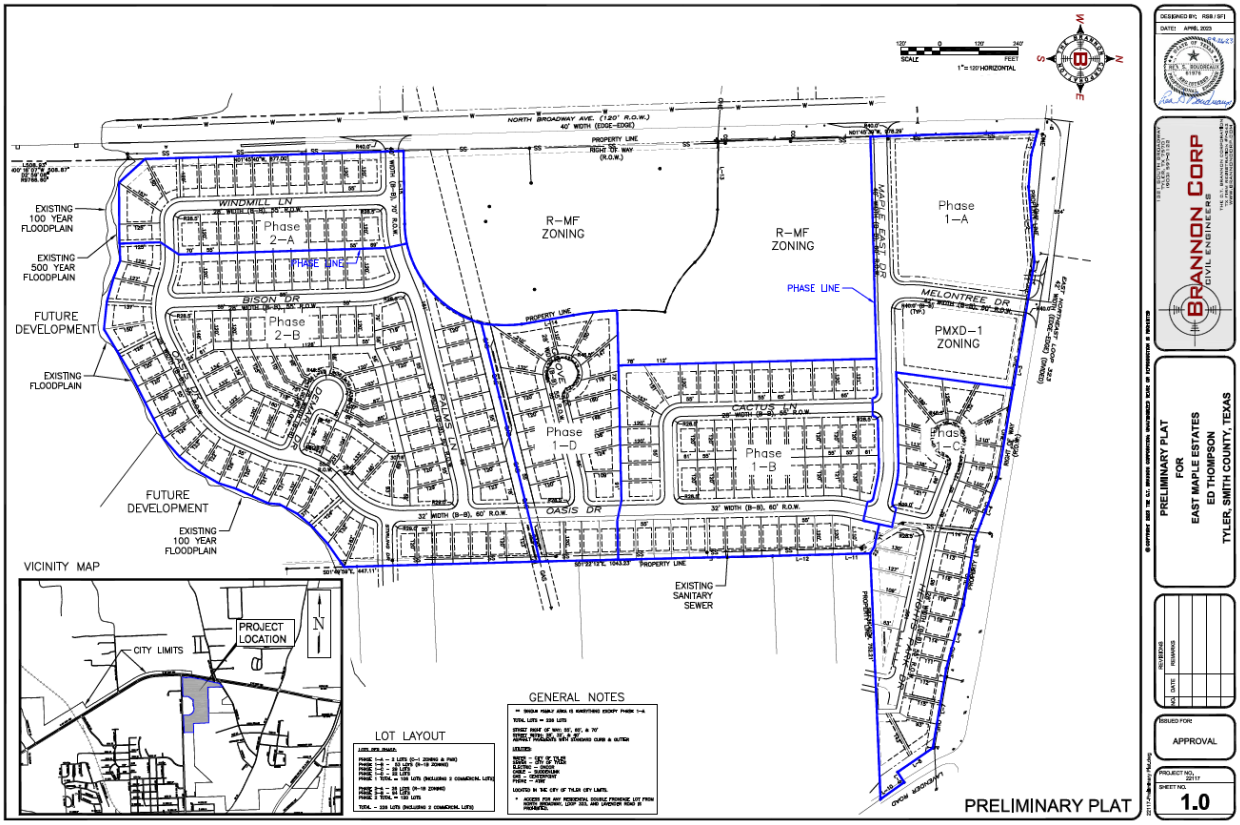
PRELIMINARY PLAT
FOR
EAST MAPLE ESTATES
ED THOMPSON
TYLER, SMITH COUNTY, TEXAS
BRANNON CORP
CIVIL ENGINEERS
APPROVAL
1.0
PRELIMINARY PLAT
NORTH BROADWAY AVE. (120' R.O.W.)
60' WIDTH (EDGE-EDGE)
PROPERTY LINE
RIDGE TO WAY
(R.O.W.)
WINDMILL LN
BISON DR
OASIS DR
CACTUS LN
MELONTREE DR
PHASE LINE
Phase 2-A
Phase 2-B
Phase 1-A
Phase 1-B
Phase 1-C
Phase 1-D
R-MF ZONING
PMXD-1 ZONING
EXISTING 100 YEAR FLOODPLAIN
EXISTING 500 YEAR FLOODPLAIN
FUTURE DEVELOPMENT
EXISTING FLOODPLAIN
EXISTING SANITARY SEWER
VICINITY MAP
PROJECT LOCATION
CITY LIMITS
LOT LAYOUT
GENERAL NOTES

EXHIBIT G – PROPOSED USES OF THE PROPERTY

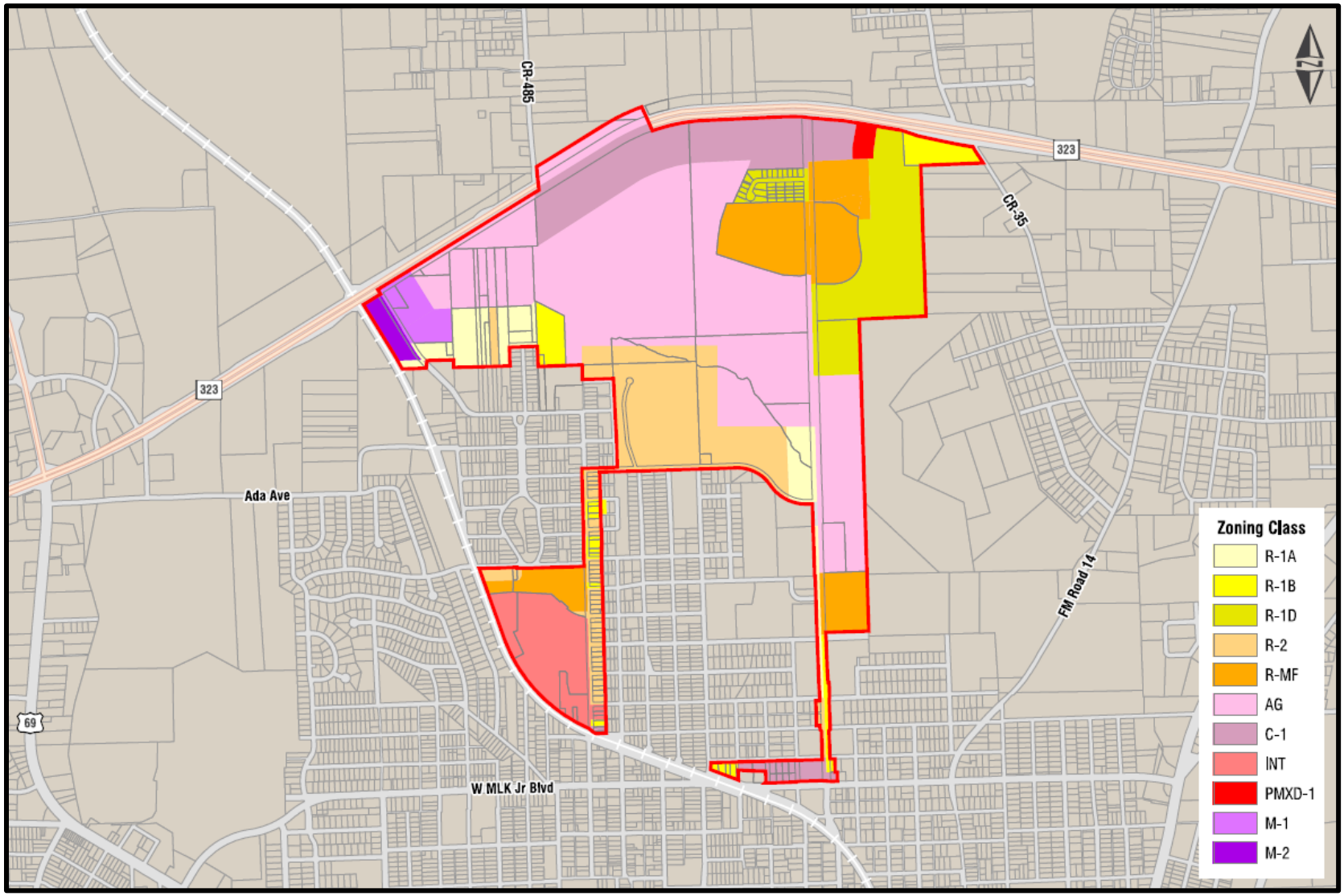

EXHIBIT H – PARCEL IDENTIFICATION

Property ID	Taxable Value
R129473	$ 23,359.00
R129473	$ 23,359.00
R129476	$ 48,167.00
R129476	$ 48,167.00
R129476	$ 48,167.00
R129476	$ 48,167.00
R129476	$ 48,167.00
R129476	$ 48,167.00
R129476	$ 48,167.00
R146717	$ -
R042281	$ 25,037.00
R042281	$ 25,037.00
R042281	$ 25,037.00
R129481	$ 538.00
R138443	$ -
R152145	$ 542.00
R042691	$ 73,706.00
R042691	$ 73,706.00
R042692	$ 3,564.00
R042700	$ 6,099.00
R042701	$ 14,401.00
R042702	$ 12,854.00
R042703	$ 17,988.00
R042704	$ 171.00
R042705	$ 10,342.00

Property ID	Taxable Value
R042706	$ 135,341.00
R042707	$ 15,643.00
R042708	$ 5,227.00
R042711	$ 2,400.00
R042712	$ 13,022.00
R042729	$ 14,050.00
R129475	$ 941.00
R126651	$ 2,580.00
R125024	$ 6,607.00
R197138	$ 1,037,464.00
R055690	$ -
R055690	$ -
R055690	$ -
R055690	$ -
R055690	$ -
R055690	$ -
R055690	$ -
R055690	$ -
R194667	$ -
R136736	$ 41,777.00
R136738	$ 45,035.00
R136740	$ 36,537.00
R136741	$ 43,018.00
R055777	$ 4,110.00
R055777	$ 4,110.00

Property ID	Taxable Value
R055779	$ 17,010.00
R055779	$ 17,010.00
R055861	$ -
R055867	$ -
R123351	$ -
R055878	$ 2,844,336.00
R152764	$ 4,468,936.00
R183307	$ 165,389.00
R183309	$ 190,858.00
R183310	$ 155,439.00
R183311	$ 161,917.00
R183312	$ 179,179.00
R183313	$ 202,529.00
R183314	$ 206,280.00
R183315	$ 218,108.00
R183318	$ 99,147.00
R183319	$ 500.00
R183320	$ 164,108.00
R183321	$ 208,901.00
R183322	$ 237,038.00
R183323	$ 99,172.00
R215256	$ 32,687.00
R215257	$ 32,687.00
R215258	$ 32,687.00
R200934	$ 28,893.00
R200935	$ 22,209.00
R200936	$ 23,503.00
R200937	$ 22,209.00

Property ID	Taxable Value
R200938	$ 26,737.00
R200939	$ 182,135.00
R200940	$ 178,722.00
R200941	$ 206,690.00
R200942	$ 181,575.00
R200943	$ 184,938.00
R200944	$ 177,259.00
R200945	$ 175,626.00
R200946	$ 211,958.00
R200947	$ 169,743.00
R200948	$ 163,857.00
R191791	$ 209,568.00
R191792	$ 164,879.00
R191793	$ 151,797.00
R191794	$ 159,696.00
R191795	$ 211,514.00
R055929	$ 112,509.00
R055929	$ 112,509.00
R055931	$ -
R055931	$ -
R055932	$ 11,077.00
R055936	$ 17,697.00
R061989	$ 82,591.00
R061990	$ 5,491.00
R061991	$ 152,962.00
R061992	$ 138,112.00
R061993	$ 118,995.00
R061999	$ 144,269.00

Property ID	Taxable Value
R061999	$ 144,269.00
R062000	$ 72,682.00
R062001	$ 60,810.00
R062002	$ 96,352.00
R062008	$ 82,234.00
R062009	$ 77,636.00
R062010	$ 61,352.00
R062011	$ 79,385.00
R062012	$ 77,552.00
R062018	$ 63,354.00
R062019	$ 24,234.00
R062020	$ 165,339.00
R216206	$ 165,339.00
R062021	$ 95,162.00
R150837	$ 229,178.00
R062028	$ 59,088.00
R062029	$ 59,578.00
R062030	$ 64,978.00
R062031	$ 29,728.00
R062032	$ 11,609.00
R062033	$ 3,382.00
R062039	$ 36,772.00
R062040	$ 280,830.00
R062041	$ 3,850,000.00

Property ID	Taxable Value
R136834	$ -
R136834	$ -
R136834	$ -
R136834	$ -
R064308	$ 82,495.00
R064309	$ 61,280.00
R064310	$ 227,730.00
R136655	$ -
R136655	$ -
R064317	$ 103,433.00
R199975	$ -
R199976	$ -
R064321	$ 135,612.00
R064328	$ -
R064329	$ -
R137717	$ 59,456.00
R064330	$ 31,856.00
R064331	$ 37,501.00
R064362	$ 34,679.00
R151664	$ 248,900.00
R064394	$ 261.00
R108964	$ 90,888.00
R152210	$ 6,805,231.00

THE STATE OF TEXAS-DRAFT

DEVELOPMENT CONTRACT BETWEEN
CITY OF TYLER AND NORTHCHASE DEVELOPMENT LLC
FOR DEVELOPMENT OF EAST MAPLE ESTATES-UNIT 1
TAX INCREMENT REINVESTMENT ZONE (TIRZ) #3

COUNTY OF SMITH

This AGREEMENT is entered into by and between **THE CITY OF TYLER, TEXAS**, a municipal corporation hereafter called "**CITY**", and **NORTHCHASE DEVELOPMENT LLC**, hereafter called "**DEVELOPER**".

PREAMBLE

DEVELOPER is in the process of developing East Maple Estates, an approximate 90-acre tract located in North Tyler, Texas, at the intersection of North Broadway and Northwest Loop 323. DEVELOPER has submitted a Zoning application to the City, which was approved in February 2023. Developer has submitted a Preliminary Plat application, which was approved in May 2023. Developer now intends to submit a Final Plat for Unit 1 of the property and construct the associated infrastructure required for the development of the property as shown on the Preliminary Plat and Land Use Zoning. The development process requires the platting and construction of two streets, Maple East Drive and Melontree Drive, with associated utilities. CITY has adopted a TIRZ #3 Project and Financing Plan to promote the installation of orderly and timely infrastructure improvements to benefit all citizens in the area and recognizes the importance and advantages of constructing infrastructure in North Tyler. Since the proposed development is located within the boundaries of TIRZ #3, and the proposed development meets the financing requirements outlined in the TIRZ #3 Project Plan and Financing Plan, Developer is requesting City use TIRZ #3 as a financing method for the construction of the Maple East Estates Unit 1 infrastructure.

AGREEMENT

Now, therefore, the Parties agree as follows:

1. Developer agrees to submit an application for final plat for Unit 1 of development, for approval by City staff.

2. Developer and City agree that Unit 1 of the development will include Phase 1-A as shown on the approved Preliminary Plat, as shown on **Exhibit "A"**, attached hereto and incorporated herein.

3. Developer agrees to dedicate to City all street right of way, utility easements, and drainage easements necessary for the construction of the new public infrastructure.

4. Developer agrees to submit construction plans for water, sanitary sewer, paving, and drainage for Unit 1 of the development for approval by City staff.

5. Developer agrees to pay for all engineering, surveying, and study costs associated with the design and construction of Unit 1 of the development.

6. Developer agrees to obtain sealed bids for the construction work of the new drainage structure.

7. Developer agrees to contract with City approved contractors for construction of all public improvements.

8. Developer agrees to require contracts to include standard CITY bonding requirements.

9. Developer agrees to construct the paving, drainage, water, and sanitary sewer improvements, as shown on the approved construction plans, for Unit 1 of the development. The cost of new infrastructure improvements is approximately **$900,000**, as shown in the Engineer's Opinion of probable Cost in **Exhibit "B"**, attached hereto and incorporated herein.

10. City agrees to use TIRZ #3 to finance the cost of the construction of the new infrastructure improvements in Unit 1, **in the amount not to exceed $900,000**.

11. City agrees City's share of the cost shall be due on completion and final acceptance by City staff of the new infrastructure construction work. Any cost overruns in the construction of the new infrastructure, above $900,000, shall be the responsibility of Developer.

12. Developer and City agree payment of City's share of the cost to be paid in two equal installments, with the first installment of **$450,000.00** due 30 days after final acceptance of the infrastructure construction. The second installment shall be due 60 days after final acceptance of the infrastructure construction.

13. Developer and City agree that building permits will be allowed to be issued in Unit 1 of the development at the time the new infrastructure improvements are substantially complete. "Substantially complete" is the point when the work has been made suitable for use or occupancy or is in a condition to serve its intended purpose, but still may require minor miscellaneous work and adjustment.

14. Developer and City agree this Development Contract is effective for a period of 5 years from the date of execution to allow for fluctuations in market conditions.

15. Severability. In the event any of the provisions in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, the remainder of the Contract shall remain in full force and effect.

16. Controlling Law/Venue. This Contract shall be construed in accordance with the laws of the State of Texas. Proper venue of dispute resolution before the courts in Texas shall lie exclusively in Smith County, Texas.

17. Agency; Independent Contract. The parties agree and acknowledge that each party is not an agent of the other party.

18. Indemnity. To the extent permitted by law, each party agrees to release, indemnify and save harmless

the other party, the other party's officers, directors, agents representatives and employees from and against all loss of, or damage to, property, or injuries or death of any person or persons, and shall indemnify and save harmless the other party from all claims, damages, suits, costs, expenses including reasonable attorney's fees, liability, or actions of any kind or nature whatsoever, in away resulting from, or arising out of, directly or indirectly, the negligent acts, errors, omissions, or intentional acts of the indemnifying party, or indemnifying party's officers, directors, agents, representatives employees or invitees, taken pursuant to this Contract. However, neither party need release, indemnify or save harmless the other party, the other party's officers, directors, agents, employees, representatives and invitees from damages resulting from the negligence or intentional act of the other party's own officers, directors, agents, employees, representatives or invitees.

EXECUTED AND ENTERED INTO this _____ day of _____, 2024.

ATTEST:

_____

City Clerk, Cassandra Brager

CITY OF TYLER, TEXAS ("CITY")

BY: _____

City Manager, Edward Broussard

APPROVED:

_____

City Attorney, Deborah Pullum

ATTEST:

_____

Rea S. Boudreaux, P.E., M.B.A.

TITLE: **President**

The C. T. Brannon Corporation

NORTHCHASE DEVELOPMENT LLC

BY: _____

Edward Thompson

TITLE: **President/General/Partner**

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. M-2

Date: September 25, 2024

Subject: Request that the City Council consider authorizing the City Manager to execute a construction contract in the amount of $497,233.68 with Superior Equipment Solutions, LLC, for the Decommissioning of Wells 2, 4, and 5 Project and adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt.

Item Reference: **Agenda Item M-1; 01/24/2024**

Between July 18 and 22, 2022, Mr. Kevin Glanton of the Texas Commission on Environmental Quality (TCEQ) Tyler Regional Office conducted an investigation of the City's water system to evaluate compliance with applicable requirements for public water supply systems. During his investigation, he noted that some of the City's wells are not in use and are in a deteriorated state, as defined in 16 TAC Chapter 76. According to these regulations, deteriorated wells must be either plugged with cement or repaired to a non-deteriorated state. The compliance documentation for wells 2, 4, and 5 must be submitted to the TCEQ prior to December 31, 2024. Tyler Water Utilities has transitioned to relying primarily on surface water sources for our water supply. This has rendered the wells obsolete and no longer necessary for our water distribution system. Wells 2 and 4 have been offline since 2011, while Well 5 has been offline since 2017. Maintaining these wells has become an unnecessary financial burden for the city. Decommissioning these wells will eliminate ongoing maintenance costs associated with infrastructure that no longer serves a purpose. Proper sealing and decommissioning of the wells will be carried out in strict adherence to environmental regulations. Additionally, the land currently occupied by the wells may be repurposed for other community benefits.

Staff selected KSA Engineers, Inc. to provide engineering services for the design, construction management, and construction inspection of this project. This project will be bond-funded.

The Decommissioning of Wells 2, 4, and 5 Project was publicly advertised, and bids were opened on August 13, 2024. The following bids were received:

1. Superior Equipment Solutions: $497,233.68
2. Weisinger Inc.: $574,429.00
3. Capps- Capco: $576,095.00
4. J&S Water Wells Inc.: $634,680.00
5. Palestine Drilling & SVC, LLC: $750,000
6. C. Miller Drilling: $787,777.00

The engineer and staff have reviewed the bids and recommend that the Construction Contract, in the amount of $497,233.68, be awarded to the low bidder, Superior Equipment Solutions, LLC of Mount Vernon, Texas.

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to execute a construction contract in the amount of $497,233.68 with Superior Equipment Solutions, LLC, for the Decommissioning of Wells 2, 4, and 5 Project and adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt.

Attachments:
Bid Tabulation
Resolution
Award Consideration Letter

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

Edited/Submitted By:
City Manager

BID TABULATION

City of Tyler 2024 Water Well Demolition KSA Project No. 102853 / Bid No. 24-026 Bid Date: August 13, 2024				01 Superior Equipment Solutions, LLC 8 CR SW 3010 Mt. Vernon, TX 75457 903-588-3250		02 Weisinger Incorporated P.O. Box 909 Willis, TX 77378 936-756-7721	
BID ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
SCHEDULE 1.0 - WELL NO.2 DEMOLITION							
1.01	Mobilization, Insurance, and Bonds	LS	1	$32,104.00	$32,104.00	$6,336.00	$6,336.00
1.02	Well Pump Assembly Removal	LS	1	$25,220.00	$25,220.00	$26,250.00	$26,250.00
1.03	Well Camera Survey	LS	1	$3,500.00	$3,500.00	$2,400.00	$2,400.00
1.04	Well Plugging and Reporting	LS	1	$32,785.00	$32,785.00	$90,235.00	$90,235.00
1.05	Well Head Demolition	LS	1	$13,650.00	$13,650.00	$6,325.00	$6,325.00
1.06	Pump Control Building Demolition	LS	1	$10,200.00	$10,200.00	$14,950.00	$14,950.00
1.07	Remove Existing Drain Piping	LS	1	$3,700.00	$3,700.00	$1,725.00	$1,725.00
1.08	Concrete Curb and Gutter	LF	6	$186.68	$1,120.08	$345.00	$2,070.00
1.09	Abandon Existing Gate Valves	EA	2	$1,725.00	$3,450.00	$2,875.00	$5,750.00
1.10	Remove Existing Valve and Vale Box	EA	1	$6,975.00	$6,975.00	$2,875.00	$2,875.00
1.11	Cut and Plug Existing Piping	EA	7	$1,300.00	$9,100.00	$690.00	$4,830.00
1.12	Intruder Resistant Chain-link Fence Removal	LF	348	$23.20	$8,073.60	$23.00	$8,004.00
1.13	Filter Fabric Fence	LF	145	$8.28	$1,200.60	$6.90	$1,000.50
1.14	Hydromulch	AC	0.12	$12,500.00	$1,500.00	$10,008.33	$1,201.00
1.15	Miscellaneous Allowance	AL	1	$30,000.00	$30,000.00	$30,000.00	$30,000.00
2.01	Mobilization, Insurance, and Bonds	LS	1	$32,104.00	$32,104.00	$6,336.00	$6,336.00
2.02	Well Pump Assembly Removal	LS	1	$25,638.00	$25,638.00	$26,250.00	$26,250.00
2.03	Well Camera Survey	LS	1	$3,500.00	$3,500.00	$2,400.00	$2,400.00
2.04	Well Plugging and Reporting	LS	1	$32,430.00	$32,430.00	$77,095.00	$77,095.00
2.05	Well Head Demolition	LS	1	$13,650.00	$13,650.00	$7,475.00	$7,475.00
2.06	Pump Control Building Demolition	LS	1	$11,200.00	$11,200.00	$14,950.00	$14,950.00
2.07	Pressure Filter Demolition	LS	1	$13,750.00	$13,750.00	$20,700.00	$20,700.00
2.08	Backwash Flow Equalization Tank Demolition	LS	1	$10,800.00	$10,800.00	$19,550.00	$19,550.00
2.09	Remove Existing Light Pole	EA	1	$1,250.00	$1,250.00	$1,725.00	$1,725.00
2.10	Abandon Existing Gate Valves	EA	1	$1,725.00	$1,725.00	$2,875.00	$2,875.00
2.11	Cut and Plug Existing Piping	EA	5	$1,300.00	$6,500.00	$690.00	$3,450.00
2.12	Filter Fabric Fence	LF	115	$8.28	$952.20	$6.90	$793.50
2.13	Hydromulch	AC	0.25	$12,500.00	$3,125.00	$10,008.00	$2,502.00
3.01	Mobilization, Insurance, and Bonds	LS	1	$32,104.00	$32,104.00	$6,336.00	$6,336.00
3.02	Well Pump Assembly Removal	LS	1	$28,275.00	$28,275.00	$26,250.00	$26,250.00
3.03	Well Camera Survey	LS	1	$3,500.00	$3,500.00	$2,400.00	$2,400.00
3.04	Well Plugging and Reporting	LS	1	$38,050.00	$38,050.00	$88,763.00	$88,763.00
3.05	Well Head Demolition	LS	1	$13,650.00	$13,650.00	$7,475.00	$7,475.00
3.06	Pump Control Building Demolition	LS	1	$10,200.00	$10,200.00	$14,950.00	$14,950.00
3.07	Valve Vault Demolition	LS	1	$6,750.00	$6,750.00	$8,625.00	$8,625.00
3.08	Catch Basin Demolition	LS	1	$5,600.00	$5,600.00	$8,625.00	$8,625.00
3.09	Concrete Sidewalk Repair	SY	2	$800.00	$1,600.00	$172.50	$345.00
3.10	Abandon Existing Gate Valves	EA	3	$1,725.00	$5,175.00	$2,875.00	$8,625.00
3.11	Cut and Plug Existing Piping	EA	4	$1,300.00	$5,200.00	$1,150.00	$4,600.00
3.12	Intruder Resistant Chain-link Fence Removal	LF	227	$23.20	$5,266.40	$23.00	$5,221.00
3.13	Filter Fabric Fence	LF	110	$8.28	$910.80	$6.90	$759.00
3.14	Hydromulch	AC	0.14	$12,500.00	$1,750.00	$10,007.14	$1,401.00
		TOTAL BID AMOUNT:		**$497,233.68**		**$574,428.00**	

Compiled by:

KSA

TBPE Firm Registration No. F-1356

Jeremy Orr, P.E.
Project Manager

*Error noted by KSA

BID TABULATION

City of Tyler 2024 Water Well Demolition KSA Project No. 102853 / Bid No. 24-026 Bid Date: August 13, 2024				03 Capps-Capco Construction, Inc. 13044 CR 192 Tyler, TX 75703 903-561-6657		04 Richardson & Dunn, Inc., dba J&S Water Wells 1056 E. 1st Street Bellville, TX 77418 800-833-5538	
BID ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
SCHEDULE 1.0 - WELL NO.2 DEMOLITION							
1.01	Mobilization, Insurance, and Bonds	LS	1	$32,500.00	$32,500.00	$45,000.00	$45,000.00
1.02	Well Pump Assembly Removal	LS	1	$38,870.00	$38,870.00	$8,000.00	$8,000.00
1.03	Well Camera Survey	LS	1	$3,750.00	$3,750.00	$3,500.00	$3,500.00
1.04	Well Plugging and Reporting	LS	1	$45,950.00	$45,950.00	$75,000.00	$75,000.00
1.05	Well Head Demolition	LS	1	$7,850.00	$7,850.00	$8,000.00	$8,000.00
1.06	Pump Control Building Demolition	LS	1	$9,850.00	$9,850.00	$28,000.00	$28,000.00
1.07	Remove Existing Drain Piping	LS	1	$1,200.00	$1,200.00	$6,000.00	$6,000.00
1.08	Concrete Curb and Gutter	LF	6	$300.00	$1,800.00	$500.00	$3,000.00
1.09	Abandon Existing Gate Valves	EA	2	$1,200.00	$2,400.00	$400.00	$800.00
1.10	Remove Existing Valve and Vale Box	EA	1	$950.00	$950.00	$500.00	$500.00
1.11	Cut and Plug Existing Piping	EA	7	$1,250.00	$8,750.00	$300.00	$2,100.00
1.12	Intruder Resistant Chain-link Fence Removal	LF	348	$15.00	$5,220.00	$10.00	$3,480.00
1.13	Filter Fabric Fence	LF	145	$8.00	$1,160.00	$15.00	$2,175.00
1.14	Hydromulch	AC	0.12	$10,500.00	$1,260.00	$8,000.00	$960.00
1.15	Miscellaneous Allowance	AL	1	$30,000.00	$30,000.00	$30,000.00	$30,000.00
2.01	Mobilization, Insurance, and Bonds	LS	1	$32,500.00	$32,500.00	$45,000.00	$45,000.00
2.02	Well Pump Assembly Removal	LS	1	$39,430.00	$39,430.00	$8,000.00	$8,000.00
2.03	Well Camera Survey	LS	1	$3,750.00	$3,750.00	$3,500.00	$3,500.00
2.04	Well Plugging and Reporting	LS	1	$45,950.00	$45,950.00	$70,000.00	$70,000.00
2.05	Well Head Demolition	LS	1	$9,820.00	$9,820.00	$8,000.00	$8,000.00
2.06	Pump Control Building Demolition	LS	1	$11,250.00	$11,250.00	$25,000.00	$25,000.00
2.07	Pressure Filter Demolition	LS	1	$24,700.00	$24,700.00	$25,000.00	$25,000.00
2.08	Backwash Flow Equalization Tank Demolition	LS	1	$21,700.00	$21,700.00	$30,000.00	$30,000.00
2.09	Remove Existing Light Pole	EA	1	$1,500.00	$1,500.00	$2,000.00	$2,000.00
2.10	Abandon Existing Gate Valves	EA	1	$1,200.00	$1,200.00	$400.00	$400.00
2.11	Cut and Plug Existing Piping	EA	5	$1,400.00	$7,000.00	$1,800.00	$9,000.00
2.12	Filter Fabric Fence	LF	115	$8.00	$920.00	$15.00	$1,725.00
2.13	Hydromulch	AC	0.25	$10,500.00	$2,625.00	$8,000.00	$2,000.00
3.01	Mobilization, Insurance, and Bonds	LS	1	$32,500.00	$32,500.00	$45,000.00	$45,000.00
3.02	Well Pump Assembly Removal	LS	1	$47,900.00	$47,900.00	$8,000.00	$8,000.00
3.03	Well Camera Survey	LS	1	$3,750.00	$3,750.00	$3,000.00	$3,000.00
3.04	Well Plugging and Reporting	LS	1	$53,900.00	$53,900.00	$75,000.00	$75,000.00
3.05	Well Head Demolition	LS	1	$9,500.00	$9,500.00	$8,000.00	$8,000.00
3.06	Pump Control Building Demolition	LS	1	$9,835.00	$9,835.00	$25,000.00	$25,000.00
3.07	Valve Vault Demolition	LS	1	$3,200.00	$3,200.00	$4,000.00	$4,000.00
3.08	Catch Basin Demolition	LS	1	$3,800.00	$3,800.00	$5,000.00	$5,000.00
3.09	Concrete Sidewalk Repair	SY	2	$300.00	$600.00	$800.00	$1,600.00
3.10	Abandon Existing Gate Valves	EA	3	$1,200.00	$3,600.00	$400.00	$1,200.00
3.11	Cut and Plug Existing Piping	EA	4	$1,975.00	$7,900.00	$1,800.00	$7,200.00
3.12	Intruder Resistant Chain-link Fence Removal	LF	227	$15.00	$3,405.00	$10.00	$2,270.00
3.13	Filter Fabric Fence	LF	110	$8.00	$880.00	$15.00	$1,650.00
3.14	Hydromulch	AC	0.14	$10,500.00	$1,470.00	$8,000.00	$1,120.00
		TOTAL BID AMOUNT:		**$576,095.00**		**$634,180.00**	

*Error noted by KSA

BID TABULATION

City of Tyler 2024 Water Well Demolition KSA Project No. 102853 / Bid No. 24-026 Bid Date: August 13, 2024				05 Cameron Pritchett Palestine Drilling & Services, LLC 5215 West Oak St. Palestine, TX 75801 903-729-0215		06 C. Miller Drilling, Inc. 7355 SH 154 Winnsboro, Texas 75495 903-725-6524	
BID ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
SCHEDULE 1.0 - WELL NO.2 DEMOLITION							
1.01	Mobilization, Insurance, and Bonds	LS	1	$16,889.24	$16,889.24	$9,752.00	$9,752.00
1.02	Well Pump Assembly Removal	LS	1	$40,000.00	$40,000.00	$25,000.00	$25,000.00
1.03	Well Camera Survey	LS	1	$27,500.00	$27,500.00	$5,000.00	$5,000.00
1.04	Well Plugging and Reporting	LS	1	$85,000.00	$85,000.00	$69,000.00	$69,000.00
1.05	Well Head Demolition	LS	1	$20,000.00	$20,000.00	$15,000.00	$15,000.00
1.06	Pump Control Building Demolition	LS	1	$20,000.00	$20,000.00	$16,000.00	$16,000.00
1.07	Remove Existing Drain Piping	LS	1	$10,000.00	$10,000.00	$10,000.00	$10,000.00
1.08	Concrete Curb and Gutter	LF	6	$250.00	$1,500.00	$5,000.00	$30,000.00
1.09	Abandon Existing Gate Valves	EA	2	$1,500.00	$3,000.00	$5,000.00	$10,000.00
1.10	Remove Existing Valve and Vale Box	EA	1	$3,000.00	$3,000.00	$10,000.00	$10,000.00
1.11	Cut and Plug Existing Piping	EA	7	$1,500.00	$10,500.00	$5,000.00	$35,000.00
1.12	Intruder Resistant Chain-link Fence Removal	LF	348	$14.37	$5,000.76	$25.00	$8,700.00
1.13	Filter Fabric Fence	LF	145	$18.00	$2,610.00	$25.00	$3,625.00
1.14	Hydromulch	AC	0.12	$41,666.70	$5,000.00	$40,000.00	$4,800.00
1.15	Miscellaneous Allowance	AL	1	$30,000.00	$30,000.00	$30,000.00	$30,000.00
2.01	Mobilization, Insurance, and Bonds	LS	1	$16,889.24	$16,889.24	$10,000.00	$10,000.00
2.02	Well Pump Assembly Removal	LS	1	$40,000.00	$40,000.00	$25,000.00	$25,000.00
2.03	Well Camera Survey	LS	1	$27,500.00	$27,500.00	$5,000.00	$5,000.00
2.04	Well Plugging and Reporting	LS	1	$85,000.00	$85,000.00	$69,000.00	$69,000.00
2.05	Well Head Demolition	LS	1	$20,000.00	$20,000.00	$15,000.00	$15,000.00
2.06	Pump Control Building Demolition	LS	1	$20,000.00	$20,000.00	$16,000.00	$16,000.00
2.07	Pressure Filter Demolition	LS	1	$14,540.76	$14,540.76	$50,000.00	$50,000.00
2.08	Backwash Flow Equalization Tank Demolition	LS	1	$10,000.00	$10,000.00	$50,000.00	$50,000.00
2.09	Remove Existing Light Pole	EA	1	$4,500.00	$4,500.00	$5,000.00	$5,000.00
2.10	Abandon Existing Gate Valves	EA	1	$1,500.00	$1,500.00	$5,000.00	$5,000.00
2.11	Cut and Plug Existing Piping	EA	5	$500.00	$2,500.00	$5,000.00	$25,000.00
2.12	Filter Fabric Fence	LF	115	$18.00	$2,070.00	$25.00	$2,875.00
2.13	Hydromulch	AC	0.25	$200.00	$50.00	$40,000.00	$10,000.00
3.01	Mobilization, Insurance, and Bonds	LS	1	$16,889.24	$16,889.24	$9,000.00	$9,000.00
3.02	Well Pump Assembly Removal	LS	1	$20,000.00	$20,000.00	$25,000.00	$25,000.00
3.03	Well Camera Survey	LS	1	$27,500.00	$27,500.00	$5,000.00	$5,000.00
3.04	Well Plugging and Reporting	LS	1	$45,500.00	$45,500.00	$69,000.00	$69,000.00
3.05	Well Head Demolition	LS	1	$20,000.00	$20,000.00	$15,000.00	$15,000.00
3.06	Pump Control Building Demolition	LS	1	$10,000.00	$10,000.00	$16,000.00	$16,000.00
3.07	Valve Vault Demolition	LS	1	$25,000.00	$25,000.00	$10,000.00	$10,000.00
3.08	Catch Basin Demolition	LS	1	$24,999.99	$24,999.99	$10,000.00	$10,000.00
3.09	Concrete Sidewalk Repair	SY	2	$3,000.00	$6,000.00	$5,000.00	$10,000.00
3.10	Abandon Existing Gate Valves	EA	3	$2,105.13	$6,315.39	$5,000.00	$15,000.00
3.11	Cut and Plug Existing Piping	EA	4	$1,578.85	$6,315.40	$5,000.00	$20,000.00
3.12	Intruder Resistant Chain-link Fence Removal	LF	227	$22.03	$5,000.81	$25.00	$5,675.00
3.13	Filter Fabric Fence	LF	110	$18.00	$1,980.00	$25.00	$2,750.00
3.14	Hydromulch	AC	0.14	$35,708.36	$4,999.17	$40,000.00	$5,600.00
		TOTAL BID AMOUNT:		**$745,050.00**		**$787,777.00**	

*Error noted by KSA

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 ENGINEERING, DESIGN, AND CONSTRUCTION OF THE DECOMMISSIONING OF WELLS 2, 4, AND 5 PROJECT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City of Tyler, Texas (the "Issuer") reserves the right to issue debt for the engineering, design, and construction of the Decommissioning of Wells 2, 4, and 5 Project (the "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 (the "Regulation"), 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 $497,233.68.00.

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

PASSED AND APPROVED, this the 25th day of September, 2024.

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

ATTEST:

_____

APPROVED:

_____

CASSANDRA BRAGER, CITY CLERK

DEBORAH G. PULLUM,
CITY ATTORNEY

6781 Oak Hill Boulevard
Tyler, TX 75703
903.581.8141

September 13, 2024

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

via email

RE: ***City of Tyler***
2024 Water Well Demolition
KSA Project No. 102853/ Bid No. 24-026
Award Consideration & Bid Tabulation

Dear Ms. Ingram,

Sealed bids were received for the above referenced project on Tuesday, August 13, 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 six (6) 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.

Superior Equipment Solutions, LLC, of Mt. Vernon, Texas submitted the low total bid in the amount of $497,233.68. T

Based upon the information provided and discussions with the low bidder's subcontractor, the lower bidder appears qualified to perform the work required and is capable of successfully completing the project.

Sincerely,

KSA

Jeremy Orr, P.E.
Project Manager

Enclosure: Bid Tabulation

cc:

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. M-3

Date: September 25, 2024

Subject: Request that the City Council consider authorizing the City Manager to execute a professional services contract in the amount of $1,750,000.00, with HDR, Inc., for the Lake Palestine Water Treatment Plant Taste and Odor Study Phase 2 project and adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt.

Item Reference:

The Tyler Water Utilities Department (TWU) is the water provider for the City of Tyler and its residents. In addition, TWU is a wholesale provider to the City of Whitehouse, Walnut Grove Water Supply Corporation, and Community Water Company. TWU owns and operates two water treatment plants, Golden Road Water Treatment Plant (WTP) and Lake Palestine Water Treatment Plant which have capacities of 28 MGD and 30 MGD, respectively. The source water for the Lake Palestine WTP is Lake Palestine which is part of the Neches River system. The lake experiences seasonal algal blooms that cause increases in taste and odor causing compounds, geosmin and MIB (methylisoborneol). Currently, TWU feeds powdered activated carbon (PAC) at the Lake Palestine WTP, downstream of ozone application, to address taste and odor. However, during significant geosmin and MIB seasonal spikes in the source water, the existing treatment process is not capable of removing these compounds below the taste and odor threshold (approximately 8 ng/L), and TWU receives customer complaints. To improve aesthetic water quality and evaluate additional water quality/treatment challenges, TWU has selected HDR Engineering, Inc. (ENGINEER) to conduct a taste and odor/water quality study. The study will include a desktop assessment, bench-scale testing, and pilot-scale testing to identify recommendations for enhancing taste and odor compound removal while enumerating potential improvements to enhance process performance/finished water quality.

The purpose of the study is to identify treatment process improvement alternatives to address taste and odor/water quality challenges.

The project will be delivered in two phases. The first phase included a treatment process performance/regulatory assessment, understanding of target water quality parameters (relative to finished water quality goals), and the development of the bench-scale/pilot-scale testing plan. The second phase (delineated herein) includes execution of the testing plan, analysis of test results, and developing recommendations for proposed improvements.

The primary testing objective of Phase 2 is to address taste and odor (T&O) issues caused by geosmin and methyl-isoborneol (MIB). The treatment strategies to be examined include augmenting existing raw

water ozonation with hydrogen peroxide (for peroxone advanced oxidation), adding settled water ozonation (for a twostep ozone process), biologically active filtration (BAF), and granular activated carbon (GAC) adsorption. These treatment strategies can provide additional benefits, addressing other treatment issues at the LPWTP including increasing total organic carbon removal (TOC), reducing disinfection by-product (DBP) formation, removing manganese, and improving finished water stability. Additionally, as part of the study, Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS) treatment, which have not been detected in Lake Palestine, will be examined in the event a treatment strategy is required in the future. This second phase is estimated to be completed by April of 2026.

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to execute a professional services contract in the amount of $1,750,000.00, with HDR, Inc., for the Lake Palestine Water Treatment Plant Taste and Odor Study Phase 2 project and adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt.

Attachments:
Lake Palestine WTP Taste & Odor Study Phase 2
Resolution

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

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 HDR Engineering, 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 **"**Lake Tyler Water Treatment Plant – Taste and Odor Study – Phase 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 the attached sample Work Order. 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 sample Work Order, “Exhibit “A”,

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. Any reuse of Instruments of Service by OWNER or others on projects not contemplated under this Agreement shall be at the reuser's sole risk, without legal liability to E/A.

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 Work Order,*
- *Exhibit B - Certificate of Insurance and Endorsements,*
- *Exhibit C - Certificate of Interested Parties (Form 1295) (if required),*
- *Exhibit D - 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:
HDR Engineering, Inc.
Attn: Katie Livas, P.E.
17111 Preston Road, Ste 300
Dallas, Texas 75248

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:

By: _____
City Attorney's Office Date

_____
Printed Name

RECOMMENDED:

By: _____
Department Leader Date

_____
Printed Name

CITY COUNCIL APPROVAL:

AGENDA ITEM NUMBER: Item No.
DATE APPROVED: Enter approval date

FOR THE E/A:

By: _____

Vice President Date

Lucas Bathurst, P.E.

Printed Name

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, who is known to me, or who was proved to me through _____ 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 _____ day of _____, 20____.

_____

Notary Public In and For The State of Texas

My Commission Expires: _____ Notary's Printed Name

INDEX OF EXHIBITS

Exhibit A - E/A's Work Order / Scope of Services

Exhibit B – E/A's Project Schedule

Exhibit C – E/A's Fee Schedule and 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 Work Order / Scope of Services

CITY OF TYLER
TYLER WATER UTILITIES DEPARTMENT
LAKE PALESTINE WATER TREATMENT PLANT TASTE AND ODOR STUDY – PHASE 2

SCOPE OF WORK

OVERVIEW:

The Tyler Water Utilities Department (TWU) is the water provider for the City of Tyler and its residents. In addition, TWU is a wholesale provider to the City of Whitehouse, Walnut Grove Water Supply Corporation, and Community Water Company. TWU owns and operates two water treatment plants, Golden Road Water Treatment Plant (WTP) and Lake Palestine Water Treatment Plant which have capacities of 28 mgd and 30 mgd, respectively. The source water for the Lake Palestine WTP is Lake Palestine which is part of the Neches River system. The lake experiences seasonal algal blooms that cause increases in taste and odor causing compounds, geosmin and methylisoborneol (MIB). Currently, TWU feeds powdered activated carbon (PAC) at the Lake Palestine WTP, downstream of ozone application, to address taste and odor. However, during significant geosmin and MIB seasonal spikes in the source water, the existing treatment process is not capable of removing these compounds below the taste and odor threshold (approximately 8 ng/L), and TWU receives customer complaints. To improve aesthetic water quality and evaluate additional water quality / treatment challenges, TWU has selected HDR Engineering, Inc. (HDR) to conduct a taste and odor / water quality study. The first phase of the study included a desktop assessment and development of a testing plan. Phase 1 is now complete. Phase 2 includes bench-scale testing and pilot-scale testing to identify recommendations for enhancing taste and odor compound removal while enumerating potential improvements to enhance process performance / finished water quality and position for potential future regulations.

The primary purpose of the study is to identify and test treatment process improvement alternatives to address taste and odor and other noted water quality challenges. Outcomes will lead to a roadmap for plant improvements.

As noted, Phase 1 included a treatment process performance and regulatory assessment, developing an understanding of target water quality parameters (relative to finished water quality goals), and the developing a bench-scale / pilot-scale testing plan. Phase 2 (delineated herein) includes execution of the "*Lake Palestine Water Treatment Plant – Taste and Odor Study – Bench and Pilot-Scale Test Plan"* as submitted under Task 300 in Phase 1, analysis of bench and pilot-scale testing results, and developing recommendations for proposed improvements. Phase 2 is estimated to be complete within eighteen (18) months of notice to proceed with the assumption that HDR will conduct pilot testing and collect / analyze data for twelve (12) months.

PROJECT REQUIREMENTS:

The Scope of Work for the Phase 2 effort provides engineering services as described in the following sections. The Phase 1 and Phase 2 tasks are comprised of the following:

- Task 100 – Project Administration General Requirements – Administrative Guidelines for the Project (Included in this scope)
- Task 200 – Regulatory/ Process Assessment (Completed in Phase 1 – Not part of this scope)
- Task 300 – Develop Testing Plan (Completed in Phase 1 – Not part of this scope)
- Task 400 – Bench-Scale Validation (Included in this scope)

- Task 500 – Pilot-Scale Validation (Included in this scope)
- Task 600 – Process Study Report (Included in this scope)

The following tasks delineate the scope of basic services.

I. Task 100 – Project Management and Administration

Task 101 – Project Management and Invoicing

HDR will complete the following activities / develop the following items as part of project planning and set-up activities:

- Set-up (i.e., project budget / financials and work plan)
- Invoicing and activity report templates
- Update Project Management and Quality Plan (PMP / QMP) with baseline schedule
- Health & Safety Plan (H&SP) (for HDR's staff only)
- Communication tools for HDR's internal use (i.e., meeting / workshop scheduling and tracking, decision log, change log, and action item tracking)

The PMP/QMP will outline the project goals and objectives, scope of work, baseline schedule, support tools, communications protocols, and quality review plan. The quality review plan will incorporate the approach for pointedly engaging technical advisors and specialty expertise in the early phases of the preliminary engineering and development.

Workshop #1 (Project Kick-off Meeting) will be held with TWU to confirm key elements of the PMP/QMP, project scope objectives, and the baseline schedule.

Throughout project execution, HDR will conduct monitoring and control activities to track project progress and develop monthly invoices with project activity reports for submittal to TWU. Activity reports will document activities completed during the previous period, planned activities for the following month, key decisions made, needed decisions, and decision-related / critical path action items. For this task, up to eighteen (18) months are assumed for project management and administration.

Deliverables:

- **Workshop #1 –Phase 2 Kick-off Meeting**
- Meeting agenda and summary (.pdf format)
- Monthly Invoices with Activity Report (including updated project schedule)

Task 102 – Internal Monthly Technical Advisory Group Review

HDR will hold monthly meetings with the Technical Advisory Group (TAG) to provide operational and water quality updates and discuss the path forward during piloting to confirm pilot objectives are met. The TAG members will be senior technical leads within HDR that will provide feedback regarding operation of the pilot and interpretation of results. TAG members will be selected for their expertise on advanced water treatment operations and TAG member attendance will vary during the monthly meetings depending on the topics covered. HDR's TAG will participate in an internal review discussion regarding key findings and provide QA/QC oversight.

II. Task 200 – Regulatory / Process Performance Assessment

(Completed in Phase 1 – Not part of this scope)

III. Task 300 – Develop Testing Plan (Bench-Scale and Pilot-Scale)

(Completed in Phase 1 – Not part of this scope)

IV. Task 400 – Bench-Scale Validation

The "*Lake Palestine Water Treatment Plant – Taste and Odor Study – Bench and Pilot-Scale Test Plan" (by HDR, dated September 9, 2024)* defines the test plan for bench-scale testing, including the experimental approach, testing matrix, and timeline. This test plan is attached to this Scope of Work as the basis for detailed testing assumptions and the associated level of effort. A summary is captured herein.

Bench-scale validation includes jar testing, ozone testing (with and without peroxide, for peroxone), and rapid small scale column testing (RSSCT). Bench-scale testing will focus on refining the following treatment processes and associated test conditions:

- Coagulation/Flocculation/Sedimentation – Coagulant type and dose, and polymer dose
- Powdered Activated Carbon (PAC) – Dose, process location, and contact time
- Ozonation – Raw and Settled Water with and without peroxide
- Granular Activated Carbon (GAC) - RSSCT media tests for post-filter GAC adsorption of organics as well as PFAS

Engineer will be responsible for the following bench-scale testing items as needed for the tasks defined below:

- Coordinating shipment of water samples to the following labs for bench-scale testing:
    - Applied Research and Engineering Center (AREC) in Claremont, California, for ozone testing
    - Water Quality Lab in Portland, Oregon for RSSCT
- Characterizing the baseline water quality of samples prior to shipment
- Characterizing the post-shipment water quality
- Coordinating with the external laboratory for shipment, receipt, and analysis of samples
- Conducting bench-scale tests, including running experiments and shipping water quality samples to subconsultant laboratories for analysis as necessary

Task 401 – Jar Testing

Jar testing will focus on refining the following treatment processes and associated test conditions:

- **Coagulation/Flocculation/Sedimentation** – Coagulants and polymers are added to raw water to assist with formation of floc that settle particulates and total organic carbon (TOC), which can contain disinfection by-product (DBP) precursors. Once floc is formed, floc are removed via gravity settling during sedimentation. This process is simulated through jar

testing that assesses the impact of different coagulant and polymer types and s to remove particles, turbidity, TOC, and DBP precursors.

- The jar testing will evaluate coagulant and polymer doses as stated in the attached plan. The coagulants that will be tested are alum and aluminum chlorohydrate (ACH). A cationic and anionic polymer will be tested. Alum is currently used at Lake Palestine WTP, and no coagulant polymer is used. The operating condition for jar testing (stages, mixing, and settling time) will mimic the plant's current process as closely as possible. Optimum dosing for different jar tests will be determined based on TOC and turbidity removal.

- **Powdered Activated Carbon (PAC) –** PAC is used to adsorb MIB and geosmin and other organics at treatment plants. Bench-scale tests will assess the optimal dose and contact time for MIB/geosmin removal. PAC also adsorbs TOC and can thereby reduce DBP formation.

  - The testing will evaluate three (3) PAC doses and three (3) contact times PAC as stated in the attached plan. One of the contact times will be the minimum time based on full-scale operation when Lake Palestine WTP is operated at the maximum capacity of 30 mgd. Each test will be run at ambient pH with geosmin and MIB spikes targeting the 95th percentile (based on historical data) concentration for each contaminant. Other water quality parameters will also be measured, including UV254 and TOC.

- **PAC with Coagulant and Polymer -** Based on the optimum results from the initial coagulant and polymer, and PAC jar tests, HDR will evaluate the effects of PAC interactions with coagulant and polymer, followed by flocculation/sedimentation. The optimum PAC dose will be tested with three (3) different contact times prior to coagulant addition. The optimum dose for alum and ACH with and without the optimum polymer will be tested per the attached plan. Each test will be run at ambient pH with geosmin and MIB spikes at the 95th percentile concentration for each contaminant.

Jar testing will be conducted at the Lake Palestine WTP with TWU owned jar testing apparatus (up to two units), laboratory equipment (pH probe, turbidimeter, alkalinity kit, pipettes, and glassware), and chemicals (alum, lime, and PAC) currently used for treatment at the Lake Palestine WTP. The jar testing will be conducted spanning two visits to the WTP. The first trip will focus on Coagulant/Polymer testing and PAC testing. The second trip will focus on PAC dosing followed by coagulation. The testing will be staffed by up to two (2) project engineers. Results will be summarized and presented to TWU under Task 405.

Task 402 – Bench-Scale Ozone Testing

Ozone testing will focus on the following test conditions:

- **Ozonation –** Bench-scale tests will simulate ozonation by applying various doses of ozone and measuring ozone residual along with contaminant reduction over time. These tests will assess the optimal ozone dose and contact time for TWU's treatment goals. One by-product of ozonation is oxidation of bromide to bromate, a disinfection by-product with a maximum contaminant level (MCL) of 10 µg/L. During testing, MIB, geosmin, bromide, and bromate will also be monitored to assess ozone performance and provide operational criteria for the ozone pilot unit.

This task includes administration of ozone testing as defined in the "Lake Palestine Water Treatment Plant – Taste and Odor Study – Bench and Pilot-Scale Test Plan." Ozone testing will be conducted at the Applied Research and Engineering Center (AREC) in Claremont, California. The testing will be conducted spanning a one-week period and will be staffed by two (2) project engineers. Travel, shipping, consumables, and external lab costs are included in this Task.

Task 403 – Rapid Small Scale Column Testing

The RSSCT will assess the performance of several GAC types for GAC adsorption of TOC and increased removal of T&O compounds. During this process, GAC will be evaluated to inform the best media for pilot-scale operation based on T&O reduction, TOC removal, and DBP formation. Once the pilot is functioning, a second round of GAC RSSCTs will simulate a polishing step following BAF. The effluent from the pilot-scale BAF will be used as the water source for RSSCT to evaluate GAC contactors for additional TOC, DBP precursor, and PFAS removal.

Bench-scale testing will evaluate several GAC types as filter media to treat plant settled water at ambient temperature. The RSSCT will run for approximately 30,000 bed volumes. Each test will be run at ambient pH with geosmin and MIB dosing to the barrels during RSSCT. Geosmin and MIB removal will be developed from analytical results. Other water quality parameters will also be measured including pH, temperature, UV254, TOC, and PFAS (for the pilot filtered water only). The removal of these parameters will be correlated to GAC treatment efficacy.

HDR will also conduct Simulated Distribution System (SDS) testing. SDS testing simulates the continued formation of DBPs as water ages a given distribution system. A sample of the RSSCT effluent will be dosed with 3 mg/L free chlorine and aged for 30 minutes prior to ammonia addition to form chloramines to match the current disinfection scheme at Lake Palestine WTP. The chloramine dose will then be boosted to 3 mg/L and aged at ambient temperature for 7 days. Samples for total trihalomethane (TTHM) and haloacetic acids (HAA5) will be analyzed at the conclusion of the 7-day aging period.

RSSCTs will occur in two phases, the first examining GAC media for BAF will occur in the Fall/Winter of 2024 and the second phase to examine GAC polishing for additional treatment and removal of PFAS and cyanotoxins will occur after biofiltration has been established at the pilot after three months of operation in April 2025.

This task includes administration of RSSCT and SDS testing as defined in the "Lake Palestine Water Treatment Plant – Taste and Odor Study – Bench and Pilot-Scale Test Plan" attached to this scope of work. RSSCT and SDS testing will be conducted at the Water Quality Lab in Portland, Oregon and will be conducted by a lab technician. Shipping, consumables, and external lab costs are included in this Task.

Task 404 – Bench-Scale Data Summary

This task includes a review of bench-scale test results and preparation of a PowerPoint summary that includes a recommended basis for design criteria or considerations for pilot-scale testing. The PowerPoint will be presented at Workshop #2.

Results of the bench-scale validation will be detailed in a technical memorandum (TM) and submitted to TWU for review. Bench-scale testing results from jar and ozone testing will inform pilot operation and pilot chemical dosing and operation. Key findings will be reviewed with HDR's TAG. Feedback from Workshop No. 5 will be included with final Bench-Scale Results TM.

Deliverables:

- **Bench-Scale Validation Results TM**
- **Workshop #2 – Bench-Scale Data Review Workshop**
- Meeting agenda and summary (.pdf format)

V. Task 500 – Pilot-Scale Validation

The "*Lake Palestine Water Treatment Plant – Taste and Odor Study – Bench and Pilot-Scale Test Plan*" defines the proposed test plan for pilot-scale testing, including the equipment procurement, pilot mobilization, startup, and demobilization, experimental approach, testing matrix, and timeline. The pilot-scale ozone, filter modules (typical of 2), and pilot system enclosure will be provided by Intuitech for a total duration of 59 weeks. The following tasks will be performed as a part of the Pilot-Scale Validation:

Task 501 – Equipment Procurement

HDR will coordinate and procure the piloting equipment. This task includes:

- Review vendor submittals to confirm suitability and compliance with the requirements and authorize equipment to move to fabrication.
- Develop drawings for connection of influent and effluent lines and waste stream discharge lines for coordination with a TWU provided plumbing sub-contractor
- Develop a site layout with proposed piping connections between pilot skids and details sample locations and appurtenances like break tanks, overflow piping, etc.
- Coordination between TWU provided electrical power supply and pilot enclosure

Task 502 - Pilot Mobilization, Startup, and Demobilization

The purpose of this task is to assist TWU with mobilization, pilot installation, startup, and demobilization of the pilot system. This task includes:

- Develop schedule of delivery, start-up, and operation of full pilot system
- Support of installation of the equipment and connection of necessary ancillary equipment, piping, and electrical service
- Provide on-site start-up and commissioning support
- Prepare a startup and testing plan to verify that installation is acceptable and pilot skid system is operational as intended
- Support decommissioning of pilot

Task 503 - Operational Support

This task includes staffing the pilot for twelve (12) months of pilot-scale test at the Lake Palestine WTP to test a range of operational and process design conditions. Pilot Operational Support Tasks are anticipated to require 0.8 full time employees [FTEs] to complete. Pilot operation will include, but is not limited to, the following items:

- Consistent staffing and support of pilot
- Big-picture data review and gap identification
- Contract lab coordination
- Test Plan development, modification, and execution to meet testing objectives
- Coordination with Technical Advisory Group
- Pilot coordination with Lake Palestine WTP staff
- Responsible for overall communication plan/execution
- Responsible for overall quality assurance/quality control plan development/execution
- Responsible for risk registry and risk mitigation plan/execution
- Remote monitoring and intervention, as needed
- Lead weekly pilot coordination and data review calls and development of monthly data summary reports
- Water quality sampling from all pilot skids
- Alarm and troubleshooting response
- Chemical tank makeup, refill, and monitoring
- Sensor and instrument calibration
- Analyzer and waste line cleaning, research room cleaning
- Operational adjustments and equipment maintenance
- On-site water quality analysis and reagent makeup, where applicable
- BAF and GAC media replacement, as needed

Pilot Operational Support will be staffed by one pilot engineer who will be located in Tyler, Texas, on a short term, temporary assignment (commonly referred to as a Temporary Duty (TDY) assignment) for up to 12 months. Expenses will be defined as per diem with defined regulatory daily limits for meals, incidentals, and lodging based on General Services Administration (GSA) rates in the U.S. for determining the agreed to assignment expenses. Reimbursements will be paid based on actual costs and receipts.

Task 504 – Site Visits

HDR's project team will conduct up to twelve (12) site visits to support pilot operations and sampling efforts. Site visits assume one (1) or two (2) project engineers will be on site for one (1) day to track pilot operation.

Task 505 – Pilot Progress Reporting and Interim Progress Workshops

The HDR team will lead weekly, internal small group meetings with the immediate pilot team to check in on pilot operation, outstanding water quality sampling, and data collection. Multiple systems will be generating pilot data (both hydraulic and water quality data) during piloting, including the skid SCADA systems and data historian. It is anticipated that the project team will use the data historian and BI dashboards to review real-time data collection which will periodically be exported to a Microsoft Excel based database for figure/table development.

Brief Data Summary Reports will be generated monthly for distribution to the Technical Advisory Group and TWU that will contribute to the final Pilot Testing Report (see Task 600). Data Summary Reports and Pilot Testing Progress will be presented in bi-monthly, virtual Workshops held with the project team and TWU to review piloting progress and discuss adjustments to the pilot-scale testing plan as needed.

Deliverables:

- **Monthly Data Summary Reports**
- **Bi-Monthly Pilot Progress Reivew Workshop #3 through #9**
- Bi- Monthly Meeting summaries (.pdf format)

Task 506 – Pilot-Scale Validation Results Summary

This task includes efforts to document the final piloting effort after twelve (12) months of operation. This task includes the final report development to summarize pilot operation and findings.

Deliverables:

- **Pilot-Scale Validation Results TM**
- **Pilot-Scale Test Results Review Workshop #10**
- Agenda and meeting summary (.pdf format)

VI. Task 600 – Process Study Report

This task includes effort to document testing results with development of a schematic-level concept for proposed improvements, implementation and feasibility summary, and compilation of Phase 1 and Phase 2 TMs into a Final Process Study Report.

Task 601 – Schematic-Level Concept for Proposed Improvements

HDR will utilize the water quality data and results from the bench and pilot-scale testing to develop treatment strategies. The treatment strategies to be examined by the bench and pilot-scale testing include augmenting existing raw water ozonation with hydrogen peroxide (for peroxone advanced oxidation), adding settled water ozonation (for a twostep ozone process), a transition to BAF, and post-filter GAC adsorption. These treatment strategies can provide additional benefits, addressing other treatment issues at the Lake Palestine WTP including increasing TOC removal, reducing DBP formation, removing manganese, improving finished water stability, PFAS treatment, and a barrier to cyanotoxins that can emanate from harmful algal blooms (HABs). Treatment strategies may include combinations of these to provide multiple-barriers in meeting water quality goals and objectives. The strategies and concepts will be documented in a TM that presents the process train(s) options, presents a treatment train matrix that correlates treatment processes to water quality goals, and provides recommendations for implementation.

Deliverables:

- **Schematic-Level Concept for Proposed Improvements TM**

Task 602 -Treatment Strategy Alternative Evaluation and Recommendation

Based on the treatment concepts developed in Task 601, HDR will develop up to three (3) treatment strategy alternatives for further detailed development and evaluation. HDR will conduct a cost-benefit analysis of the alternatives considering planning-level capital costs, a 30-year present value of anticipated lift cycle costs, and a weighted evaluation of non-cost criteria established collaboratively with TWU in a workshop. HDR will use it's decisionSPACES tool in the workshop with TWU to facilitate alternative comparison and depict the cost-benefit of the treatment strategy alternatives, including the schematic-level concepts and an associated Life-Cycle Cost Assessment (estimated AACE Class 5 Cost Estimate ranges for capital and O&M costs) for each. After the workshop, HDR will expand the matrix initially developed as part of Task 601 to show each concept, respective capital costs, and cost-benefit results. The resulting evaluation will depict how effectively treatment goals can be met by each strategy for a given investment. HDR will summarize the evaluation and provide a treatment strategy recommendation in a Treatment Strategy Alternative Evaluation and Recommendation TM.

Deliverables:

- **Treatment Strategy Alternative Evaluation and Recommendation TM**
- **Treatment Strategy Alternative Evaluation Workshop #11**
- Agenda and meeting summary (.pdf format)

Task 603 – Final Process Study Report

HDR will develop a Lake Palestine Water Treatment Plant Taste & Odor Study Final Report that combines the TMs developed in Phase 1 and Phase 2 of the study. The Draft Final Report will include the following:

Executive Summary
Chapter 1 – Introduction
Chapter 2 – Regulatory Assessment
Chapter 3 – Process Assessment
Chapter 4 – Bench and Pilot-Scale Testing Plan
Chapter 5 – Bench-Scale Validation Results
Chapter 6 – Pilot-Scale Validation Results
Chapter 7 – Schematic-Level Concept for Proposed Improvements
Chapter 8 – Treatment Strategy Alternative Evaluation and Recommendation

A review workshop will be held to discuss the Schematic Design of Proposed Improvements TM (Task 601), the Treatment Strategy Alternative Evaluation and Recommendation TM (Task 602), and any additional comments related to previously submitted TMs included as chapters in the Final Report. HDR will address comments and submit the Lake Palestine Water Treatment Plant Taste & Odor Study Final Report.

Deliverables:

- **Draft - Lake Palestine Water Treatment Plant Taste & Odor Study Final Report**
- **Final Report Review Workshop #12**
- Agenda and meeting summary (.pdf format)
- **Final - Lake Palestine Water Treatment Plant Taste & Odor Study Final Report**

Bench & Pilot-Scale Test Plan

Lake Palestine Water Treatment Plant Taste and Odor Study

Tyler Water Utilities

September 9, 2024

This document is released for the purpose of interim review under the authority of Katherine L. Livas, PE 111550 on September 9, 2024.

Prepared by: HDR Engineering, Inc.
Texas Firm Registration F-754

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Appendix

Appendix A - Bench Scale and Pilot Scale Test Plan Review Meeting

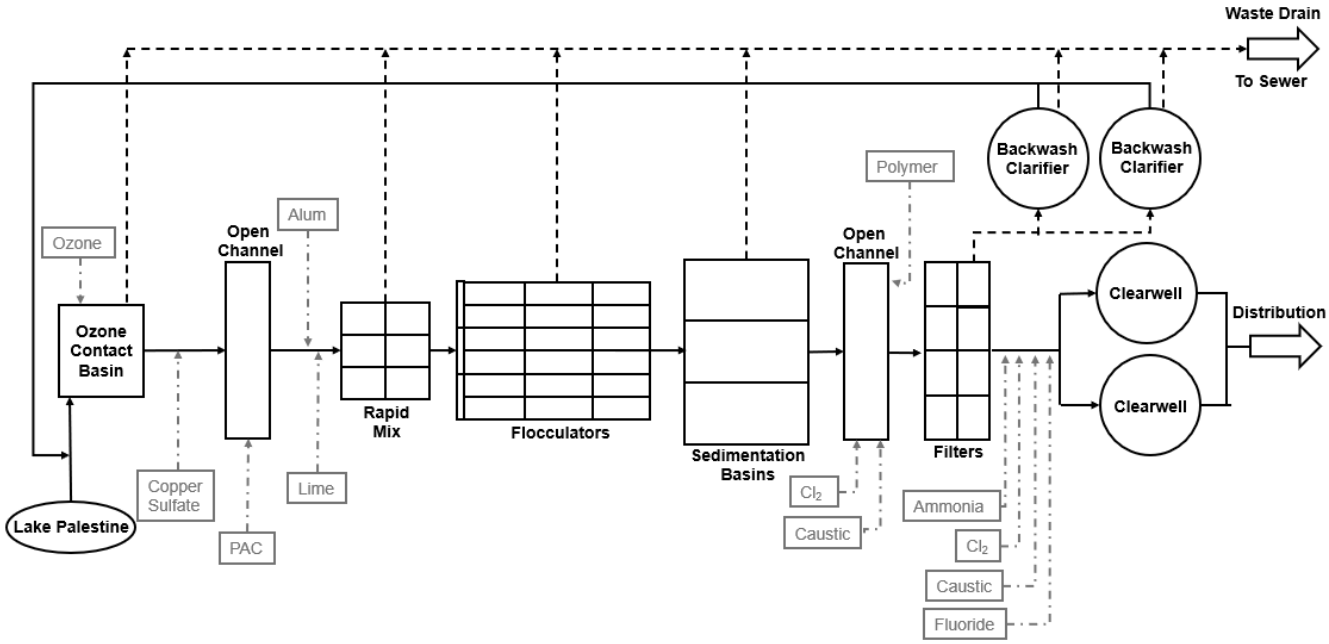
1 Introduction

This document outlines the bench-scale and pilot-scale testing plan for an evaluation of treatment strategies to address treatment challenges at the Lake Palestine Water Treatment Plant (LPWTP). The primary testing objective is to address taste and odor (T&O) issues caused geosmin and methyl-isoborneol (MIB). The treatment strategies to be examined include augmenting existing raw water ozonation with hydrogen peroxide (for peroxone advanced oxidation), adding settled water ozonation (for a twostep ozone process), biologically active filtration (BAF), and granular activated carbon (GAC) adsorption. These treatment strategies can provide additional benefits, addressing other treatment issues at the LPWTP including increasing total organic carbon removal (TOC), reducing disinfection by-product (DBP) formation, removing manganese, and improving finished water stability. Additionally, as part of the study, Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS) treatment, which have not been detected in Lake Palestine, will be examined in the event a treatment strategy is required in the future.

TWU owns and operates the 30 million gallons per day (mgd) LPWTP that treats water from Lake Palestine. The existing treatment process at the LPWTP consists of raw water ozonation, powder activated carbon (PAC) adsorption, coagulation, flocculation, sedimentation, and gravity filtration. **Figure 1-1** shows the process flow diagram for the plant. Raw water is pumped to the contact basins where ozone gas is applied to oxidize T&O compounds. Following ozonation, the water flows through a common open channel where the plant adds PAC for additional T&O compound removal. The water from the open channel then flows to the rapid mix basin where alum and lime are applied. Coagulated water flows to six flocculation basins and then to three rectangular sedimentation basins. Following sedimentation, the free chlorine and filter aid polymer are applied upstream of filtration, using eight rapid sand filters with media consisting of 12 inches of sand and 24 inches of anthracite. Following filtration, the plant adds ammonia to form chloramines, additional free chlorine, fluoride, and sodium hydroxide to reach a target pH of 8.8 to 9.2. The target pH range is selected to provide corrosion control and a stable chloramine residual in the distribution system. The water then flows to two, 2-million-gallon (MG) clearwells prior to high service pumping. Treatment plant residuals are conveyed to the sewer system.

Of the existing treatment technologies at LPWTP, only raw water ozonation and PAC adsorption can address T&O caused by geosmin and MIB. However, during significant seasonal geosmin spikes in the source water, the existing treatment process is not capable of removing geosmin below the T&O threshold (approximately 8 ng/L), and TWU receives customer complaints. Historically, the geosmin spikes occur between December and April and the 95th percentile and maximum geosmin concentrations are 1,150 and 2,870 ng/L. The goal for the treatment strategies that will be explored is to reduce the 95th percentile concentrations to below the T&O threshold of 8 ng/L.

Figure 1-1. City of Tyler Water Treatment Plant Process Flow Diagram



The LPWTP uses free chlorine for primary disinfection and chloramines as disinfectant in the distribution system. These oxidants inactivate pathogens but also cause the formation of regulated DBPs, haloacetic acids (HAA5) and total trihalomethanes (TTHMs). TTHMs are the primary regulatory concern for water treated at LPWTP. DBPs are formed when chlorine and chloramines react with naturally occurring total organic carbon (TOC) in water from Lake Palestine. Chlorine is more reactive with TOC than chloramines and forms greater concentrations of regulated DBPs. DBPs form during water treatment but also continue to form as water is conveyed in pipes through the TWU's distribution system.

The LPWTP does not currently utilize BAF downstream of ozone. Upon ozonating the raw water, a fraction of the TOC is converted to more biodegradable form. If not removed prior to distribution, this biodegradable fraction can lend to biological re-growth in the distribution system (less biologically stable finished water). The result can cause challenges with maintaining disinfectant residual in the distribution system. When BAF is implemented downstream of ozone, the primary chlorine application point is moved downstream of BAF. The combination of ozone and BAF provides greater TOC removal than conventional treatment and the relocation of chlorine further downstream can lead to significant reductions in DBP formation.

GAC contactors are often used as a polishing step post filtration to remove TOC through adsorption (thereby further reducing DBP formation). These treatment technologies can address the T&O issues at the LPWTP to a much higher level and will reduce DBP formation while providing a more stable finished water and disinfectant residual in the distribution system.

GAC adsorption is one of the few treatment technologies that can effectively remove PFAS from water. TWU PFAS sampling to date has not resulted in PFAS detection above detection limits (or the regulatory maximum contaminant level, MCL). However,

this study offers TWU the opportunity to incorporate an evaluation of PFAS removal and other contaminants of emerging concern (CECs) such as cyanotoxins (resulting from harmful algal blooms, or HABs). During a portion of the study, PFAS and cyanotoxins will be spiked to the pilot influent water for monitoring removal performance of the various strategies.

The bench-scale and pilot-scale studies will further inform potential improvements to the LPWTP. Bench-scale work includes jar testing, ozone testing (with and without peroxide, for peroxone), and rapid small scale column testing (RSSCT). Pilot-scale work consists of using the settled water from the LPWTP to evaluate settled water ozonation, peroxone, BAF, and GAC adsorption.

2 Bench-Scale Testing

Bench-scale testing will focus on refining the following treatment processes and associated test conditions:

- **Coagulation/Flocculation/Sedimentation** – Coagulants and polymers are added to raw water to assist with formation of floc that settle particulates and TOC, which can contain DBP precursors. Once floc is formed, they are removed via gravity settling during sedimentation. This process is simulated through jar testing that assesses the impact of different coagulant and polymer types and s to remove particles, turbidity, TOC, and DBP precursors.

- **Powdered Activated Carbon (PAC)** – PAC may be mixed into water to adsorb MIB and geosmin. In treatment plants, it is typically settled out after a contact period. Bench-scale tests will assess the optimal dose and contact time for MIB/geosmin removal. PAC also adsorbs TOC and can reduce DBP formation.

- **Ozonation** – Ozone is a strong oxidant capable of breaking down large organics to more biodegradable forms. In some cases, ozone can entirely degrade microcontaminants like MIB and geosmin. Bench-scale tests simulate ozonation by applying various doses of ozone and measuring ozone residual along with contaminant reduction over time. These tests will assess the optimal ozone dose and contact time for TWU's treatment goals. One by-product of ozonation is oxidation of bromide to bromate, a disinfection byproduct with a maximum contaminant level (MCL) of 10 µg/L. During the testing, MIB, geosmin, bromide, and bromate will also be monitored to assess ozone performance and provide operational criteria for the ozone pilot unit.

- **Granular Activated Carbon (GAC)** – GAC is typically used as a post filtration polishing processes to adsorb TOC, DBPs, MIB, geosmin, PFAS, and other contaminants or it can be exhausted and used as the media for biofiltration. If the GAC is not disinfected, biological growth may accumulate on the GAC media and biofiltration will occur. In most cases, biofiltration can take months to reach full operation and thus GAC adsorption is the primary mode of contaminant removal during start up. To assess the GAC adsorption efficacy, RSSCTs evaluate the optimal media type and contact time for contaminant removal to develop design

criteria to meet TWU's goals. GAC media used for biofiltration is typically larger than GAC media used as a polishing step post filtration.

Various water types will be tested as part of the bench-scale evaluation. These types include water from the following water sources:

- **Raw water (pre-sedimentation)** – Included for coagulation/flocculation, PAC, and ozone testing
- **Settled Water** (**post-sedimentation**) – Included for ozone testing and RSSCT
- **Filtered Water (from pilot study)** – Included for RSSCT

Results from these initial water quality tests will be used to identify potential treatment adjustments and/or enhancements that may be required during pilot operation and ultimately, improvements to the LPWTP.

2.1 Bench-Scale Test Objectives

The following sections detail the test plan for bench-scale testing, including the experimental approach, testing matrix, and timeline. Specific objectives are to:

- Improve MIB and Geosmin removal
- Increased TOC removal and reduced DBP formation
- PFAS removal
- Enhanced finished water stability

2.2 Bench-Scale Testing Roles and Responsibilities

The following sections define the roles and responsibilities for executing the bench-scale testing.

2.2.1 HDR Role and Responsibilities

HDR is responsible for the following bench-scale testing items:

- Developing the bench-scale test plan provided herein
- Coordinating shipment of water samples to the following HDR labs for bench-scale testing (Section 2.2.3):
    - Applied Research and Engineering Center (AREC) in Claremont, California, for ozone testing
    - Water Quality Lab in Portland, Oregon for RSSCT
- Characterizing the baseline water quality of samples prior to shipment (Section 2.3.1)
- Characterizing the post-shipment water quality (Section 2.3.2)

- Coordinating with the external laboratory for shipment, receipt, and analysis of samples
- Conducting bench-scale tests, including running experiments and shipping water quality samples to subconsultant laboratories for analysis as necessary
- Providing analysis of bench-scale testing results to formulate findings and implications for potential treatment process needs

2.2.2 TWU Role and Responsibilities

TWU will conduct the following activities to support the bench-scale testing:

- Provide review and input regarding the bench-scale test plan
- Provide space and TWU owned jar testing apparatus (up to two units), laboratory equipment (pH probe, turbidimeter, alkalinity kit, pipettes, and glassware), and chemicals (alum, lime, and PAC) currently used for treatment at the LPWTP.
- With the assistance of an HDR team member, obtain and ship water samples to HDR's labs
- Assist with logistics related to collecting representative water samples

2.2.3 Sample Collection, Required Water Volumes, and Shipment

Table 2-1 shows the volume of sample water requested to conduct the bench-scale tests.

Table 2-1. Required Sample Water Volume

Bench-Scale Test	Approximate Sample Volume Required		
	Raw Water[1]	Settled Water	Pilot Filtered Water
Coagulation/Flocculation and PAC	30 gallons	-	-
Ozonation	5 gallons	5 gallons	-
GAC (RSSCT)	-	180 gallons	180 gallons
No of 5 gal carboys needed	**7**	**1**	**0**
No. of 30-gal drums needed	**0**	**8**	**8**

[1] Upstream of ozone and PAC

Sample collection will ideally occur the same day that samples are shipped to HDR's laboratories or the day jar testing at the LPWTP starts. Sample collection containers will be provided in advance by HDR, along with sampling instructions. The RSSCT requires large volumes of water and FedEx Freight will be used to pick up drums of water that have been secured to a pallet. TWU will need to assist with getting the pallets and drums to a loading down or similarly accessible place for FedEx. A total of two 5-gallon carboys and an estimated sixteen 30-gallon drums will be needed to ship water samples. For shipping, one 5-gallon carboy will be used for collecting raw water and one for settled

water. Eight 30-gallon drums will be used for collecting settled water to ship and eight 30-gallon drums will be used for shipping filtered water from the pilot. HDR will help coordinate sample shipment via Federal Express freight.

2.3 Water Quality Characterization

HDR will test the water quality for samples before and after shipping.

2.3.1 Pre-shipment Baseline Analyses

Prior to shipment of the water samples, baseline characterization of water quality by HDR staff is necessary to identify differences caused by sample shipment. **Table 2-2** shows the water quality analyses to be conducted prior to shipment to HDR's AREC. pH, alkalinity, and temperature will be measured by HDR staff and TOC and UV_{254} will be measured at Analytical Environmental Lab (AEL) in Tyler, TX.

Table 2-2. Pre-shipment Baseline Water Quality Characterization

Water Quality Parameter	Suggested Method
pH	SM4500-HB
Alkalinity	SM2320
TOC	SM5310C

2.3.2 Post-Shipment Baseline Analyses

Upon water sample delivery at HDR's labs, baseline water quality characterization will be completed. **Table 2-3** summarizes the water quality analyses to be conducted upon delivery.

Table 2-3. Post-Shipment Baseline Water Quality Characterization

Water Quality Parameter	Suggested Method
pH	SM4500-HB
Alkalinity	SM2320
TOC	SM5310C
UV254	SM5910
MIB	SM6040D
Geosmin	SM6040
Bromide (ozone testing only)	EPA317

2.4 Test Matrix

This section presents the bench-scale test matrices.

2.4.1 Jar Testing

Coagulation and Polymer Testing

The general approach to the coagulation bench-scale test sequencing is presented herein. **Table 2-4** summarizes the test matrix for the coagulation and polymer bench-scale tests. Bench-scale testing will evaluate various coagulation and polymer doses and types. The coagulants that will be tested are alum and aluminum chlorohydrate (ACH). A cationic and anionic polymer will be tested. Alum is currently used at LPWTP, and no coagulant polymer is used. The operating condition for jar testing (stages, mixing, and settling time) will mimic the plants current process. Optimum dosing for different jar tests will be determined based on the greatest TOC removal and diminishing returns for turbidity removal.

Table 2-4. Coagulation Bench-Scale Testing Matrix to be performed at ambient pH

Test	Coagulants	Coagulant Dose (mg/L)	Polymer	Polymer Dose (mg/L)
1	Alum	15, 30, 45, 60, 75, 90	None	-
2	Alum	Optimum dose from Test 1	Cationic	0, 0.5, 1, 1.5
3	Alum	Optimum dose from Test 1	Anionic	0, 0.5, 1, 1.5
4	ACH	5, 10, 15, 20, 25, 30	None	-
5	ACH	Optimum dose from Test 4	Cationic	0, 0.5, 1, 1.5
6	ACH	Optimum dose from Test 4	Anionic	0, 0.5, 1, 1.5

The test matrix results in 6 sets of jar tests with a total of 28 individual jars. Each test will be run at ambient temperature. The parameters shown in **Table 2-5** (pH, alkalinity, TOC, UV254) will be measured by HDR or the subconsultant laboratory during jar testing.

Table 2-5. Coagulant Jar Test Water Quality Sampling

Water Quality Parameter	Suggested Method	Laboratory
pH	SM6040D	In House
Alkalinity	SM6040	In House
Turbidity	EPA 180.1	In-House
UV254	SM5910	AEL
TOC	SM5310C	AEL

PAC Testing

The general approach to the PAC bench-scale test sequencing is presented herein. **Table 2-6** summarizes the test matrix for the PAC bench-scale tests. Bench-scale testing will evaluate three PAC doses and three contact times PAC with post ozone raw water. One of the contact times will be the minimum time based on the plant hydraulics LPWTP is operated at the max capacity of 30 mgd.

Table 2-6. PAC Jar Test Matrix

Sample	Source Water	PAC Dose (mg/L)	Contact Time (min)
1	Raw	10	LPWTP minimum
2	Raw	20	LPWTP minimum
3	Raw	30	LPWTP minimum
4	Raw	10	10
5	Raw	20	10
6	Raw	30	10
7	Raw	10	20
8	Raw	20	20
9	Raw	30	20

The test matrix results in 9 tests that will be performed. Each test will be run at ambient pH with geosmin and MIB spikes at the 95th percentile concentration for each contaminant. Other water quality parameters will also be measured, including UV254 and TOC, which are shown in **Table 2-7**.

Table 2-7. PAC Jar Test Water Quality Sampling

Water Quality Parameter	Suggested Method	Laboratory
pH	SM6040D	In House
Alkalinity	SM6040	In House
Turbidity	EPA 180.1	In-House
UV254	SM5910	AEL
TOC	SM5310C	AEL
MIB	SM6040D	AEL
Geosmin	SM6040	AEL

PAC with Coagulant and Polymer

Based on the optimum results from the initial coagulant and polymer, and PAC jar tests, HDR will evaluate the effects of PAC interactions with coagulant and polymer, followed by flocculation/sedimentation. The optimum PAC dose will be tested with three different contact times prior to coagulant addition. The optimum dose for alum and ACH with and without the optimum polymer will be tested. **Table 2-8** summarizes the test matrix for the coagulation, polymer, and PAC combinations for the bench-scale tests.

Table 2-8. Coagulant and PAC Jar Test Matrix

Test	Coagulant	Polymer	PAC Contact Time (min)
1	Alum	-	LPWTP minimum
2	Alum	-	10
3	Alum	-	20
4	Alum	Yes	LPWTP minimum
5	Alum	Yes	10
6	Alum	Yes	20
7	ACH	-	LPWTP minimum
8	ACH	-	10
9	ACH	-	20
10	ACH	Yes	LPWTP minimum
11	ACH	Yes	10
12	ACH	Yes	20

The test matrix results in 12 tests that will be performed. Each test will be run at ambient pH with geosmin and MIB spikes at the 95th percentile concentration for each contaminant. **Table 2-9** shows the water quality parameters that will be monitored during these tests.

Table 2-9. Coagulant and Polymer Jar Test Water Quality Sampling

Water Quality Parameter	Suggested Method	Laboratory
pH	SM6040D	In House
Alkalinity	SM6040	In House
Turbidity	EPA 180.1	In-House
UV254	SM5910	AEL
TOC	SM5310C	AEL
MIB	SM6040D	AEL
Geosmin	SM6040	AEL

2.4.2 Ozone Tests

Bench-scale ozone tests produce a rapid characterization of contaminant oxidation and degradation during ozonation. In addition, bench-scale tests can determine the ozone decay rate, or ozone demand. An increased ozone demand and rapid decay could indicate that a higher ozone dose is required to address certain water quality parameters. Decay rates are also impacted by temperature and ozone decays more rapidly at warmer temperatures.

This section presents the general approach to bench-scale test sequencing. HDR will conduct bench-scale ozone demand and decay tests on raw and settled water samples to assess ozone demand and water quality impacts with and without peroxide dosing for

peroxone formation. During the experiment, targeted concentrations of MIB and geosmin will be spiked to evaluate T&O removal.

Table 2-10 summarizes the test matrix for the ozone bench-scale tests. Bench-scale testing will evaluate various ozone doses via the ozone to TOC ratio for raw and settled water. Each test will be run at ambient pH and laboratory temperature (approximately 70ºF) with geosmin and MIB spikes as shown in **Table 2-10**.

Ozone residual will be measured at intervals of 1, 3, 5, and 10 minutes. Ozone decay curves and geosmin and MIB removal will be developed from analytical results. MIB and geosmin samples will be measured at intervals of 5 and 10 minutes after initial dosing. Bromate will also be measured as well at the conclusion of ozone contact of 10 minutes. Optimum ozone doses will be determined based on the ozone demand of each water which will impact the hydrogen peroxide dosing to form peroxone.

Table 2-10. Ozone Bench-Scale Testing Matrix

Sample	Water	Ozone: TOC	Peroxide: Ozone	MIB/Geosmin Spike (ng/L)	Ozone Residual Sampling
1	Raw	0.25	0	Geosmin = 1,150 MIB = 150	t = 1, 3, 5, 10 min
2	Raw	0.5	0	Geosmin = 1,150 MIB = 150	t = 1, 3, 5, 10 min
3	Raw	0.75	0	Geosmin = 1,150 MIB = 150	t = 1, 3, 5, 10 min
4	Raw	Optimal Dose	0.3	Geosmin = 1,150 MIB = 150	t = 1, 3, 5, 10 min
5	Raw	Optimal Dose	0.6	Geosmin = 1,150 MIB = 150	t = 1, 3, 5, 10 min
6	Settled	0.25	0	Geosmin = 1,150 MIB = 150	t = 1, 3, 5, 10 min
7	Settled	0.5	0	Geosmin = 1,150 MIB = 150	t = 1, 3, 5, 10 min
8	Settled	0.75	0	Geosmin = 1,150 MIB = 150	t = 1, 3, 5, 10 min
9	Settled	Optimal Dose	0.3	Geosmin = 1,150 MIB = 150	t = 1, 3, 5, 10 min
10	Settled	Optimal Dose	0.3	Geosmin = 1,150 MIB = 150	t = 1, 3, 5, 10 min

The parameters shown in **Table 2-11** will be measured by HDR or the subconsultant laboratory during ozone bench-scale testing.

Table 2-11. Ozone Bench-Scale Test Water Quality Sampling

Water Quality Parameter	Suggested Method	Laboratory
MIB	SM6040D	AEL
Geosmin	SM6040	
Bromate	EPA300	
AOC	SM9217	

2.4.3 GAC RSSCT Tests

This section presents the general approach to the RSSCT bench-scale test sequencing. RSSCT uses scaling equations to design filter media column tests that mimic full-scale filtration processes. For GAC RSSCT tests, carbon is ground down to a smaller size that is proportional to the full-scale application with a scaling factor. These tests are effective for estimating the contaminant removal efficiency of GAC via adsorption pathways.

HDR will conduct bench-scale RSSCT tests at HDR's Water Quality Lab in Portland, Oregon to assess the performance of the various GAC types for two applications, BAF and GAC adsorption as a post filtration polishing step. The first GAC RSSCTs will simulate BAF. The goal of BAF is to increase TOC removal downstream of ozonation, while increasing removal of T&O compounds. During this process, GAC will be evaluated to inform the best media for pilot-scale operation based on T&O reduction, TOC removal, and DBP. Once the pilot is functioning, a second round of GAC RSSCTs will simulate a polishing step following BAF. The effluent from the pilot-scale BAF will be used as the water source for RSSCT to evaluate GAC contactors for additional TOC, DBP precursor, and PFAS removal.

Table 2-12 summarizes the test matrix for the RSSCT bench-scale tests. Bench-scale testing will evaluate various GAC types for settled water at ambient temperature. The RSSCT will run for approximately 30,000 bed volumes.

The test matrix results in six RSSCT tests. Each test will be run at ambient pH with geosmin and MIB dosing to the barrels during RSSCT. Geosmin and MIB removal will be developed from analytical results. Other water quality parameters will also be measured at the intervals described in **Table 2-13**, including pH, temperature, UV254, TOC, and PFAS (for the pilot filter water only). The removal of these parameters will be correlated to GAC treatment efficacy.

HDR will also conduct Simulated Distribution System (SDS) testing. SDS testing simulates the continued formation of DBPs as water ages a given distribution system. A sample of the RSSCT effluent will be dosed with 3 mg/L free chlorine and aged for 30 minutes prior to ammonia addition to form chloramines to match the current disinfection scheme at LPWTP. The chloramine dose will then be boosted to 3 mg/L and aged at ambient temperature for 7 days. Samples for total trihalomethane (TTHM) and haloacetic acids (HAA5) will be analyzed at the conclusion of the 7-day aging period.

Table 2-12. RSSCT Bench-Scale Testing Matrix

Sample No.	Source Water	GAC Type	MIB/ Geosmin Dose (ng/L)	PFAS Dose (ng/L)	Days of Testing
1	Settled Water	Type 1	300	-	30
2		Type 2		-	
3		Type 3		-	
4	Pilot Filtered Water	Type 4	300	10	30
5		Type 5			
6		Type 6			

The parameters shown in **Table 2-13** will be measured by HDR or AEL during RSSCT. The sampling frequency is shown in **Table 2-13**.

Table 2-13. RSSCT Test Water Quality Sampling

Water Quality Parameter	Colum Influent Monitoring Frequency	Column Effluent Monitoring Frequency
pH	Each sampling event	Each sampling event
Temperature	Each sampling event	Each sampling event
Alkalinity	Once per new drum	N/A
TOC	Three days a week	Three days a week
MIB/Geosmin	Three days a week	Three days a week
PFAS (Only for pilot filtered water)	Once per week	Once per week
Flowrate	N/A	Once per day
SDS (TTHM and HAA5)	N/A	Once a week

2.5 Bench-Scale Testing Schedule

The bench-scale testing will be performed in the October-December 2024 timeframe and subsequent RSSCTs in April 2025. The jar testing will be performed at the LPWTP using the plant's laboratory. HDR will conduct testing spanning two visits to the WTP. The first trip will focus on Coagulant/Polymer testing and PAC testing. The second trip will focus on PAC dosing followed by coagulation. Ozone testing will occur in the fall of 2024. RSSCTs will occur in two phases, the first examining GAC media for BAF will occur in the Fall/Winter of 2024 and the second phase to examine GAC polishing for PFAS removal and will occur after biofiltration has been established at the pilot after three months of operation in April 2025.

3 Pilot-Scale Test Plan

This section describes the proposed pilot-scale test plan.

3.1 Pilot Testing Objectives and Water Quality Goals

Pilot testing allows utilities to study water quality produced by new treatment processes, inform full-scale design and operational criteria, as well as evaluate potential emerging treatment challenges without the risk of impacting finished water discharge or treatment operation at full-scale. Additionally, pilot systems can mimic full-scale testing and can be used to evaluate process technologies at a conceptual level prior to making large capital investments.

The treatment goals for the pilot are to comply with all drinking water regulations, remove the T&O compounds geosmin and MIB, improve TOC removal, thereby reducing DBP formation, and improve disinfectant residual stability, while addressing manganese. **Table 3-1** shows existing maximum contaminant levels (MCLs) and pilot treatment goals. The goals for geosmin and MIB removal focus on removing these compounds to concentrations below 8 ng/L at LPWTP historically representative high concentrations (95% percentile for geosmin and maximum concentration for MIB). TTHM and HAA5 are regulated by sampling in the water distribution system because organic matter and chlorine/chloramines continue to react and form DBPs as water flows from the LPWTP to customers taps. Goals for TTHM, HAA5, and disinfectant residuals simulate aging in the distribution system. Lastly the goal for effluent manganese concentration is less than 0.04 mg/L which is 80% of the secondary MCL and will limit manganese accumulation in the distribution system.

Table 3-1. Pilot Water Quality Treatment Goals

Parameter	MCL	Pilot Treatment Goal
Geosmin	No MCL but contributes to Total Odor Number[1]	< 8 ng/L when raw water concentration is 1,150 ng/L
MIB	No MCL but contributes to Total Odor Number[1]	< 8 ng/L when raw water concentration is 150
TTHM	80 µg/L based on a running annual average at sampling points in the distribution system	< 50 µg/L after dosing with chlorine and ammonia to simulate chloramine formation and aging for 7 days.
HAA5	60 µg/L based on a running annual average at sampling points in the distribution system	< 40 µg/L after dosing with chlorine and ammonia to simulate chloramine formation and aging for 7 days.
Chloramine Residual	≥ 0.5 mg/L throughout the distribution system	≥ 1 mg/L after dosing with chlorine and ammonia to simulate chloramine formation and aging for 7 days.
Manganese	0.05 mg/L[1]	< 0.04 mg/L

[1] Secondary MCL

3.2 Pilot-Scale Roles and Responsibilities

3.2.1 HDR Responsibilities

HDR is responsible for the following pilot-scale testing items:

- Developing the pilot-scale test plan provided herein.
- Coordinating procurement, delivery, and start-up of the pilot skids from Intuitech, Inc. (pilot manufacturer). Intuitech will also provide in-person start up support.
- Continuing pilot operation and oversight during the operation period, including sampling, water quality analysis, monitoring, operations, calibrating, troubleshooting, and test plan updates.
- HDR will staff the pilot up to three to four days per week.
- Tracking alarms generated by the pilot PLCs and work with Intuitech to correct issues.
- Providing analysis of pilot-scale testing results to formulate findings and implications for potential treatment process improvements.
- Collecting and analyzing pilot water quality samples and delivering samples to water quality laboratories AEL (Tyler, TX).

3.2.2 TWU Responsibilities

TWU will conduct the following activities to support the pilot-scale testing:

- Providing review and input regarding the pilot-scale test plan.
- Ensuring that the pilot skids have been connected to required power, drainage, and source waters, and have access to potable water via a hose connection.
- Preparing pilot site for delivery and operation of pilot skids which includes constructing a gravel pad that can support the enclosure for the pilot skids
- Installing plumbing (including a small feed water pump, break tanks, and chemical pumps for contaminant spiking, refer to **Table 3-3** and **Figure 3-4**).
- Provide electrical power supply with 480 VAC/40 amps at enclosure pad.
- Accept delivery of enclosure with preinstalled pilot skids. Arrange for a crane to be present for placing enclosure module on support pad.
- Occasionally inspect pilot operation when HDR staff is not onsite and assist with logistics related receiving and storing pilot supplies.
- Assist HDR with retrieving existing anthracite media for pilot testing.

3.2.3 Intuitech Responsibilities

Intuitech will conduct the following activities to support the pilot-scale testing:

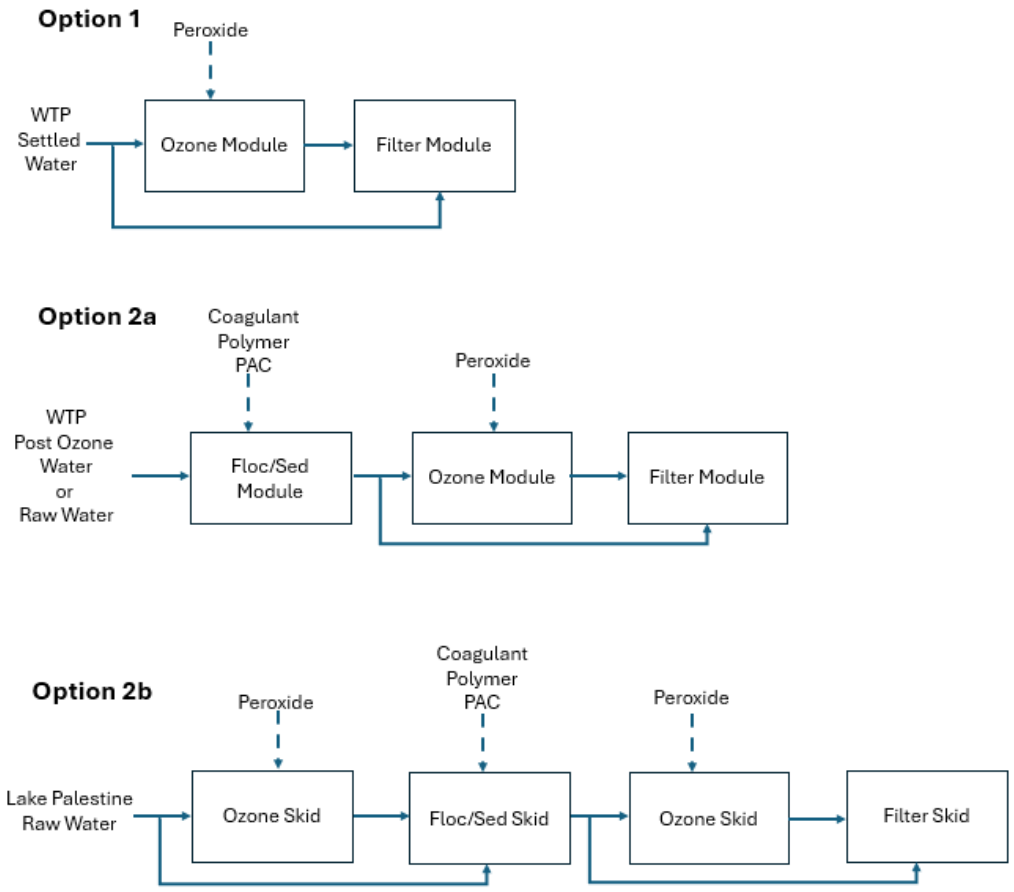
- Delivery, and start-up of the pilot skids from Intuitech.

- In-person start up support.
- Remote tracking of alarms generated by the pilot PLCs.
- Remote support to correct alarms.

3.3 Pilot Configuration

HDR initially developed three potential pilot configurations to review with TWU (**Figure 3-1**). Option 1 uses LPWTP settled water to test settled water ozonation, peroxone, BAF, and GAC. Option 2a uses LPWTP post-ozone raw water to test coagulation/flocculation/sedimentation, settled water ozonation, peroxone, BAF, and GAC. Option 2b uses LPWTP raw water to test raw water ozonation, coagulation/flocculation/sedimentation, settled water ozonation, BAF, and GAC. **Appendix A** provides a summary of a workshop held with TWU on August 23, 2024 to review the potential pilot configurations. After review with TWU and consideration of cost / affordability, TWU selected Option 1.

Figure 3-1. Pilot Configuration Options



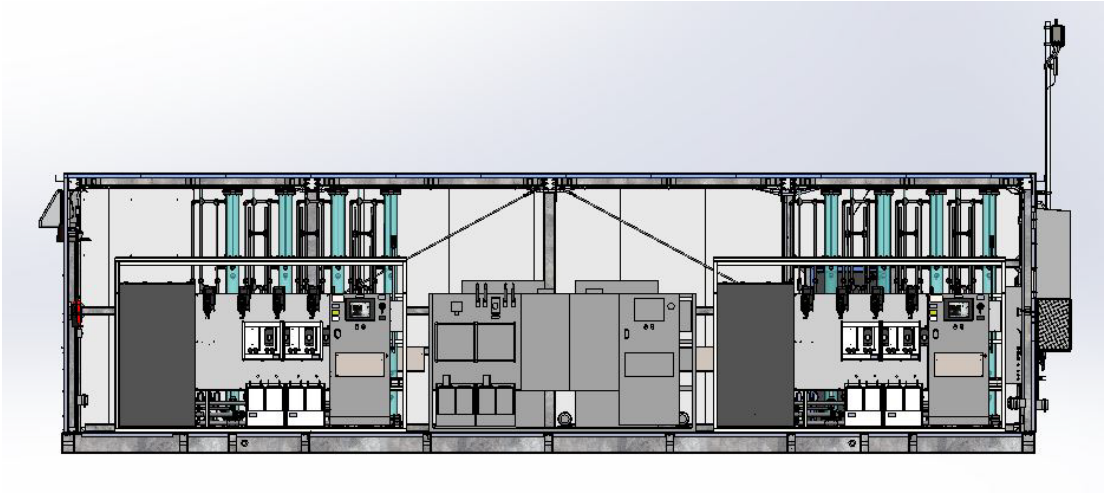
3.3.1 Pilot Skid Equipment

The pilot-scale ozone, filter, and pilot system enclosure skids will be provided by Intuitech. The ozone skid is equipped with oxygen concentrator, ozone generator and ozone destruct unit. Ozone is created by an on-board oxygen system that uses ambient air to convert oxygen to ozone. Ozone gas is fed by fine bubble diffusion and is comprised of feed pump, automatic valves, ancillary chemical feed systems, and a control system/panel. The ozone skid is equipped with dissolved ozone probe used to measure the ozone residual. Twenty-five different sample ports are provided along the ozone contactor for testing ozone residual. The ozone dose can be automated to achieve a certain residual for a given contact time to target a disinfection CT value. The ozone system shuts down automatically if a leak is detected by the ambient ozone concentration analyzer on the ozone skid. The ozone gas system also has an ozone destruct unit which consists of a catalyst to remove residual ozone in the system.

The filter pilot is comprised of one skid with four 6-inch diameter columns, feed pumps for each column, backwash systems comprising of air compressor for air scour and backwash water pump with automatic valves, ancillary chemical feed systems, and a control system/panel. Filter effluent can be collected in the backwash tank, which serves as a reservoir for the backwash sequence. The filter units and ancillary systems are all integrated on the skid including turbidity analyzers, flow meters (for setting filtration, backwash, and chemical feed rates), and associated components. A sample sink allows for the collection of samples from influent, backwash water, and individual filter effluents. Six equally spaced sample ports are also located on each filter column along the depth of the column to allow collection of water samples and media samples at different depths.

The pilot system enclosure module (used to house the pilot skid, related components, and sampling / testing supplies and equipment, is composed of a galvanized tube frame with insulated panel walls, floor, and ceiling with external dimensions of 42.9’x11’x11.5’. The polyester floor has a ¼-inch thick waterproof coating for protection. The enclosure includes an entry/exit door, ventilation fan, and combination heating/AC through a centralized HVAC system to maintain operational temperatures in the enclosure. Additionally, wet location lighting, a power distribution panel, emergency lighting, and a piping corridor recessed in the floor are included. The enclosure module can fit up to three Intuitech pilot modules. **Figure 3-2** shows the two filter modules and one ozone module layout in the enclosure.

Figure 3-2. Enclosure and Pilot Module Arrangement



3.3.2 Pilot Skid Location

The location of the pilot skid is shown in **Figure 3-3**. The enclosure module with three pilot skids will weigh 35,000 to 40,000 pounds and will need to be placed on a gravel pad for support. South of the pilot location is an electrical building. A new connection from the electrical building will need to be set up to accommodate the enclosure skid power requirement of 480 VAC and 40 Amps. The settled water to feed the pilot will be pumped from the open channel after sedimentation shown in **Figure 3-3**. The pump will be a small pump that only requires a 120 VAC electrical connection, but the electrical service will need to be brought to that location. Potable water for cleaning the pilot system and filling filter backwash tanks will be provided from a house bib near the flocculators. Waste from the pilot will be directed to a nearby gravity sewer line.

Figure 3-3. Location of the Pilot Enclosure and Feed Pump

3.3.3 Pilot Skid Operation

The pilot will be fed with water from the open channel following sedimentation. The configuration for the pilot skids is shown in **Figure 3-4**. Settled water is pumped to a break tank that will overflow so that constant head is fed to the system. The system consists of one ozone skid and two filter skids with a total of 8 filter columns. Part of the flow will go to the ozone skid and the rest will bypass the ozone skid and go directly to the filter columns. The goal of the pilot configuration is to test a range of strategies for implementing settled water ozonation, peroxone, BAF, and GAC. This approach will provide TWU with step-wise strategies and combinations of strategies to augment existing treatment.

Table 3-2 shows the feed water and media type for each filter column on the two filter skids. Filter Skid 1 will directly receive settled water and operate with two sets of columns in series. The first set of columns will be the Baseline followed by a GAC 1. The Baseline water will be dosed with chlorine and use the existing filter media so that the results from the pilot can be scaled to the existing filters at the LPWTP. With this configuration, testing will show the potential impact of adding GAC after the existing treatment process. The second set of columns in series in Filter Skid 1 is BAF 1 which uses the existing filter media at the LPWTP followed by GAC 2 which is like the first set but without the addition of chlorine. The GAC contactors will be brought online 3 months after pilot operation begins so that there is time for biofiltration to be established in BAF 1. Filter Skid 2 will focus on understanding the impact of settled water ozonation on biological activity and the impact of using different filtration media. The GAC in BAF3 and BAF4 will be exhausted by placing the GAC in a porous bag that can be hung in the edge of the sedimentation basins. This will allow the GAC to get a bed volume of high TOC water every several seconds and rapidly exhaust virgin GAC. The GAC in GAC/BAF will be virgin so that the exhaustion of GAC and transition to BAF at pilot-scale can be monitored.

Table 3-2. Pilot Column Configuration

	Column ID	Feed	Media
Filter Skid 1	Baseline	SW + Cl_2	Existing
	GAC 1	Baseline Effluent	GAC[1]
	BAF 1	SW	Existing Anthracite
	GAC 2	BAF 1 Effluent	GAC[1]
Filter Skid 2	BAF 2[3]	SW + O_3	Existing Anthracite
	BAF 3[3]	SW + O_3	GAC[2]/Sand
	BAF 4	SW	GAC[2]/Sand
	GAC/BAF	SW	GAC[1]/Sand

SW = Settled Water
[1] Virgin, [2] Exhausted, [3] Hydrogen peroxide will be added during periods of the pilot to for peroxone

Table 3-3 shows the skid equipment, skid sampling ports, and additional equipment external to the pilot skids. Following the break tank, there will be a chemical pump for spiking MIB/geosmin/manganese/cyanotoxins during the pilot operation. A second chemical pump will be used for spiking the influent to Filter Skid 1 with PFAS so that the

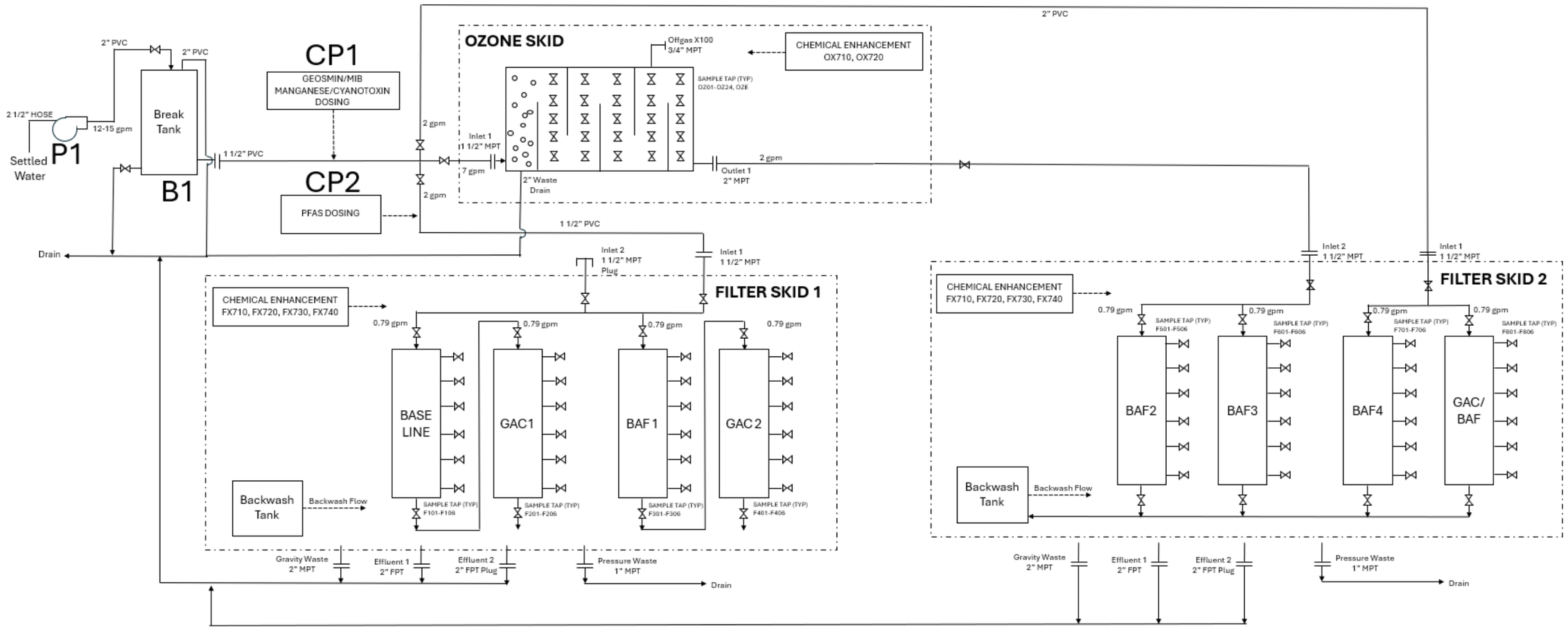
effectiveness of GAC at removing PFAS can be evaluated. The Ozone Skid's built in chemical pumps will be used for applying hydrogen peroxide for peroxone and ammonia for bromate mitigation if needed. Low levels of nutrients (orthophosphate and/or ammonia/nitrate) may be added to BAF influent to minimize microbial stress and biological fouling.

Table 3-3. List of Piloting Equipment and Additional Piloting Equipment Needs

Skid	Equipment	Description	Flowrate or Dose Range	ID
Ozone	**Feed Pump[1]**	Settled Water to Break Tank	12-15 gpm	P1
	Break Tank[1]	Ozone Pilot Influent	300 gal	B1
	External Chemical Feed Pump[1]	MIB/Geosmin Spiking	500-2,000 ng/L	CP1
		Manganese Spiking	0.2-1 mg/L	
		Cyanotoxin Spiking	10 ng/L	
	Chemical Pumps	Hydrogen Peroxide (Peroxone oxidation and bromate mitigation)	0.2-1.2 mg/L	OX710
		Ammonia Chloride (bromate mitigation)	0.1-0.5 mg-N/L	OX720
	Sample Taps	Contactor X100 (25 valves)	N/A	OZ1-OZ24, OZE
Filters	**External Chemical Feed Pump[1]**	PFAS Spiking	10-20 ng/L	CP2
	Chemical Pumps	Sodium Hypochlorite (Disinfectant)	1-4 mg-Cl_2/L	FX710
		Phosphoric Acid (Nutrient addition)	0.02-0.05 mg-P/L	FX720
		Ammonium Chloride (Nutrient addition)	0.1-0.5 mg-N/L	FX730
		Hydrogen Peroxide (Biofouling control)	0.1-2 mg/L	FX740
	Sample Taps	BASELINE (6 valves)	N/A	F101-F106
		BAF1 (6 valves)	N/A	F201-F206
		GAC1 (6 valves)	N/A	F301-F306
		BAF2 (6 valves)	N/A	F401-F406
		GAC2 (6 valves)	N/A	F501-F506
		BAF3 (6 valves)	N/A	F601-F606
		BAF4 (6 valves)	N/A	F701-F706
		GAC/BAF (6 valves)	N/A	F801-F806

[1]Indicates an item that will need to be purchased separately from pilot skids.

Figure 3-4. Pilot Process Schematic



3.4 Pilot Sampling Plan

The pilot study will last a total of twelve months and water quality monitoring will be performed as recommended in the water quality sampling plan in **Table 3-4** and **Table 3-5. Table 3-4** presents water quality parameters that are continuously monitored using online instrumentation on the Intuitech pilot skids while **Table 3-5** presents sampling performed in-house or at the external lab for this project, AEL. In-house samples will be performed using equipment in the LPWTP laboratory. The sampling frequency of all samples will be adjusted during pilot operation as needed. Since pilot filtration skids have depth-wise sampling ports, some depth-wise sampling may be conducted periodically to review contaminant removal relative to empty bed contact time. Two of the water quality sampling, simulated distribution system (SDS) and total trihalomethane formation potential (THHM-FP), require dosing and aging samples with free chlorine and ammonia.

SDS testing simulates the continued formation of DBPs as water ages in a distribution system. A sample of each filter effluent will be dosed with 3 mg/L free chlorine for a contact time of 30 minutes followed by ammonia and chlorine addition to form a chloramine residual of 3 mg/L. After the chloramine residual is formed the SDS samples will be aged for 7 days in a dark place and temperature stable location to simulate aging in the distribution system. At the end of the 7-day period the TTHM and HAA5 samples will be collected as outlined in **Table 3-5**.

TTHM-FP measures the presence of DBP precursors in a water. Performing the test on water after each treatment process in the pilot enables the removal of the precursors to be observed and quantified. The TTHM-FP test consists of dosing samples of the water with an excess of free chlorine so that at the end of a three-day aging period a residual of 3-5 mg/L of free chlorine remains. The chlorine demand of each intermediate process water and filter effluent will need to be determined before TTHM-FP tests can be performed. At the end of the period TTHM samples are collected for analysis. Raw, process intermediate, and pilot effluent water will be tested. Raw water will likely need a free chlorine dose more than 15 mg/L and TTHM concentrations could be as high as several hundred μg/L. BAF and GAC filter effluent will have had significant TOC and DBP precursor removal and will require a lower chlorine dose and form less TTHMs. Measurement of the TTHM-FP will allow the effectiveness of each treatment process and the process as a whole at reducing DBP formation to be evaluated.

Table 3-4. Continuous Water Quality Parameters on Pilot Skids

Parameters	Locations (See Footnote)	No. of Sample Locations	Frequency
Flowrate	OZI, BLE, BFE1, BFE2, BFE3, BFE4, GC/BFE, GCE1*, GCE2*	9	Continuous
Ozone Dose	OZI	1	Continuous
Ozone Residual	OZR	1	Continuous
Turbidity	BLE, BFE1, BFE2, BFE3, BFE4, GC/BFE, GCE1*, GCE2*	8	Continuous
Headloss	BLE, BFE1, BFE2, BFE3, BFE4, GC/BFE, GCE1*, GCE2*	8	Continuous
Backwash Pressure	BLE, BFE1, BFE2, BFE3, BFE4, GC/BFE, GCE1*, GCE2*	8	Continuous
Run Time	BLE, BFE1, BFE2, BFE3, BFE4, GC/BFE, GCE1*, GCE2*	8	Continuous

Sampling Locations: RW = Raw Water OZI = Ozone Skid Influent, OZR = Ozone Residual Probe, BLE = Baseline Effluent, BFE1 = BAF 1 Effluent, BFE2 = BAF 2 Effluent, BFE3 = BAF 3 Effluent, BFE4 = BAF 4 Effluent, GC/BFE = GC/BAF Effluent, GCI = GAC Influent, GCE1 = GAC 1 Effluent, GCE2 = GAC 2 Effluent

* GAC filters will be brought online 3 months after startup once biological communities have been established in the BAF columns.

Table 3-5. Water Quality Sampling Plan

Parameter	Locations	Lab	No. of Sample Locations	Frequency	Estimated Total for 12 months/52 weeks of Study
Turbidity (grab)	OZI, OZE, BLE, BFE1, BFE2, BFE3, BFE4, GC/BFE, GCE1*, GCE2*	In-house	10	2 per week	1,070
pH (grab)	OZI, OZE	In-house	2	2 per week	208
Ozone Residual	OZE	In-house	1	2 per week	104
Temperature	OZI, OZE	In-house	2	2 per week	208
Alkalinity	OZI	In-house	1	2 per week	104
UV-254	RW, OZI, OZE, BLE,, BFE1, BFE2, BFE3, BFE4, GC/BFE, GCE1*, GCE2*	AEL	11	1 per month	126
Total Organic Carbon*	RW, OZI, OZE, BLE,, BFE1, BFE2, BFE3, BFE4, GC/BFE, GCE1*, GCE2*	AEL	11	1 per week	548

Table 3-5. Water Quality Sampling Plan (cont.)

Parameter	Locations	Lab	No. of Sample Locations	Frequency	Estimated Total for 12 months/52 weeks of Study
Dissolved Organic Carbon	RW, OZI, OZE, BLE, BFE1, BFE2, BFE3, BFE4, GC/BFE, GCE1*, GCE2*	AEL	11	1 per week	548
MIB	RW, OZI, OZE, BLE, BFE1, BFE2, BFE3, BFE4, GC/BFE, GCE1*, GCE2*	AEL	11	1 per week	548
Geosmin	RW, OZI, OZE, BLE, BFE1, BFE2, BFE3, BFE4, GC/BFE, GCE1*, GCE2*	AEL	11	1 per week	548
Bromide	RW, OZI	AEL	2	1 per month	24
Bromate	OZI, OZE	AEL	2	1 per month	24
Nitrate-Nitrogen	OZE,, BLE, BFE1, BFE2, BFE3, BFE4, GC/BFE,	AEL	7	1 per month	84
Nitrite-Nitrogen	OZE, BLE, BFE1, BFE2, BFE3, BFE4, GC/BFE,	AEL	7	1 per month	84
Ammonia-Nitrogen	OZE, BLE, BFE1, BFE2, BFE3, BFE4, GC/BFE,	AEL	7	1 per month	84
Orthophosphate	OZE, BLE, BFE1, BFE2, BFE3, BFE4, GC/BFE,	AEL	7	1 per month	84
Iron (dissolved + total)	OZI, OZE, BLE, BFE1, BFE2, BFE3, BFE4, BFE5	AEL	8	1 per month	96
Manganese (dissolved + total)	OZI, OZE, BLE, BFE1, BFE2, BFE3, BFE4, GC/BFE,	AEL	8	1 per month	96
SDS – Distribution System (TTHM)	BLE, BFE1, BFE2, BFE3, BFE4, GC/BFE, GCE1*, GCE2*	In-house prep, AEL	8	2 per month	180
SDS – Distribution System (HAA5)	BLE, BFE1, BFE2, BFE3, BFE4, GC/BFE, GCE1*, GCE2*	In-house prep, AEL	8	1 per month	90
THMFP	RW, OZI, OZE, BLE, BFE1, BFE2, BFE3, BFE4, GC/BFE, GCE1*, GCE2*	In-house prep, AEL	11	1 every two months	66
PFAS	BLE, BFE1, GCE1* GCE2*	AEL	4	1 per week for 2 months when spiking	32
Cyanotoxins	OZI, OZE, BLE, BFE1, BFE2, BFE3, BFE4, GC/BFE, GCE1*, GCE2*	AEL	10	1 per week for 2 months when spiking	80

Sampling Locations: RW = Raw Water, OZI = Ozone Skid Influent, OZR = Ozone Residual Probe, OZE = Ozone Skid Effluent, BLE = Baseline Effluent, BFE1 = BAF 1 Effluent, BFE2 = BAF 2 Effluent, BFE3 = BAF 3 Effluent, BFE4 = BAF 4 Effluent, BFE5 = BAF 5 Effluent, GCI = GAC Influent, GCE1 = GAC 1 Effluent, GCE2 = GAC 2 Effluent

* GAC contactors will be brought online 3 months after startup once biological communities have been established in the BAF columns. Therefore, GCE1 and GCE2 sampling occurs for 9 months instead of 12 months.

3.5 Pilot Schedule

The test plan includes four anticipated phases: 1) acclimation period, 2) ambient testing, 3) contaminant spiking, and 4) steady state operation under optimal conditions. The four anticipated phases and sampling associated with this task are show in **Table 3-6**. The contaminants that will be spiked over the pilot operational period are geosmin, MIB, manganese, and PFAS.

Table 3-6. Anticipated Pilot Test Schedule

Pilot Testing Phase	Jan-25				Feb-25				Mar-25				Apr-25				May-25				June-25				July-25				Aug-25				Sep-25				Oct-25				Nov-25				Dec-25			
	W 1	W 2	W 3	W 4	W 1	W 2	W 3	W 4	W 1	W 2	W 3	W 4	W 1	W 2	W 3	W 4	W 1	W 2	W 3	W 4	W 1	W 2	W 3	W 4	W 1	W 2	W 3	W 4	W 1	W 2	W 3	W 4	W 1	W 2	W 3	W 4	W 1	W 2	W 3	W 4	W 1	W 2	W 3	W 4	W 1	W 2	W 3	W 4
Acclimation Period																																															
Ambient Testing																																															
T&O Spiking																																															
Manganese Spiking																																															
PFAS and Cyanotoxin Spiking																																															
Robustness Testing																																															

Exhibit B - E/A's Project Schedule

Exhibit B - E/A's Project Schedule

CITY OF TYLER
TYLER WATER UTILITIES DEPARTMENT
LAKE PALESTINE WATER TREATMENT PLANT TASTE AND ODOR STUDY - Phase 2

ID	Task Name
1	**Phase 1**
24	**Phase 2**
25	**Task 100 - Project Initiation**
26	**Task 101 - Project Management and Invoicing**
27	Notice to Proceed
28	Project Management and Monitoring
29	*Workshop #1 - Phase 2 Kickoff Meeting*
30	**Task 102 - Internal Monthly Technical Advisory Group Review**
31	**Task 400 - Bench- Scale Validation**
32	Task 401 - Jar Testing
33	Task 402 - Bench - Scale Ozone Testing
34	Task 403 - Rapid Small Scale Colum Testing
35	**Task 404 - Bench-Scale Data Summary**
36	**Bench-Scale Validation Results TM**
37	**Workshop #2 - Bench-Scale Data Review Workshop**
38	**Task 500 - Pilot-Scale Validation**
39	Task 501 - Equipment Procurement& Refined Pilot Testing Plan
40	Task 502 - Pilot Mobiliztion, Startup, and Demobilization
41	Task 503 - Operational Support
42	Task 504 -Site Visits (on going)
43	**Task 505 - Pilot Progress Reporting and Data Management Interim Progress Meetings**
44	Monthly Data Summary Reports
45	**Bi-Monthly Pilot Progress Review Workshop #3**
46	**Bi-Monthly Pilot Progress Review Workshop #4**
47	**Bi-Monthly Pilot Progress Review Workshop #5**
48	**Bi-Monthly Pilot Progress Review Workshop #6**
49	**Bi-Monthly Pilot Progress Review Workshop #7**
50	**Bi-Monthly Pilot Progress Review Workshop #8**
51	**Pilot-Scale Validation Results TM**
52	**Pilot-Scale test Results Review Workshop #10**
53	**Task 600 - Process Study Report**
54	**Task 601 - Schematic-Level Concept for Proposed Improvements**
55	Schematic-Level Concept for Proposed Improvements TM
56	**Task 602 - Treatment Strategy Alternative Evaluation and Recommendation**
57	**Treatment Strategy Alternative Evaluation and Recommendation TM**
58	**Treatment Strategy Alternative Evaluation a Workshop #11**
59	**Task 603 - Final Process Study Report**
60	**Draft - Lake Palestine Water Treatment Plant Taste and Oder Study Final Report**
61	**Final Report Review Workshop #12**
62	**Final - Lake Palestine Water Treatment Plant Taste and Oder Study Final Report**

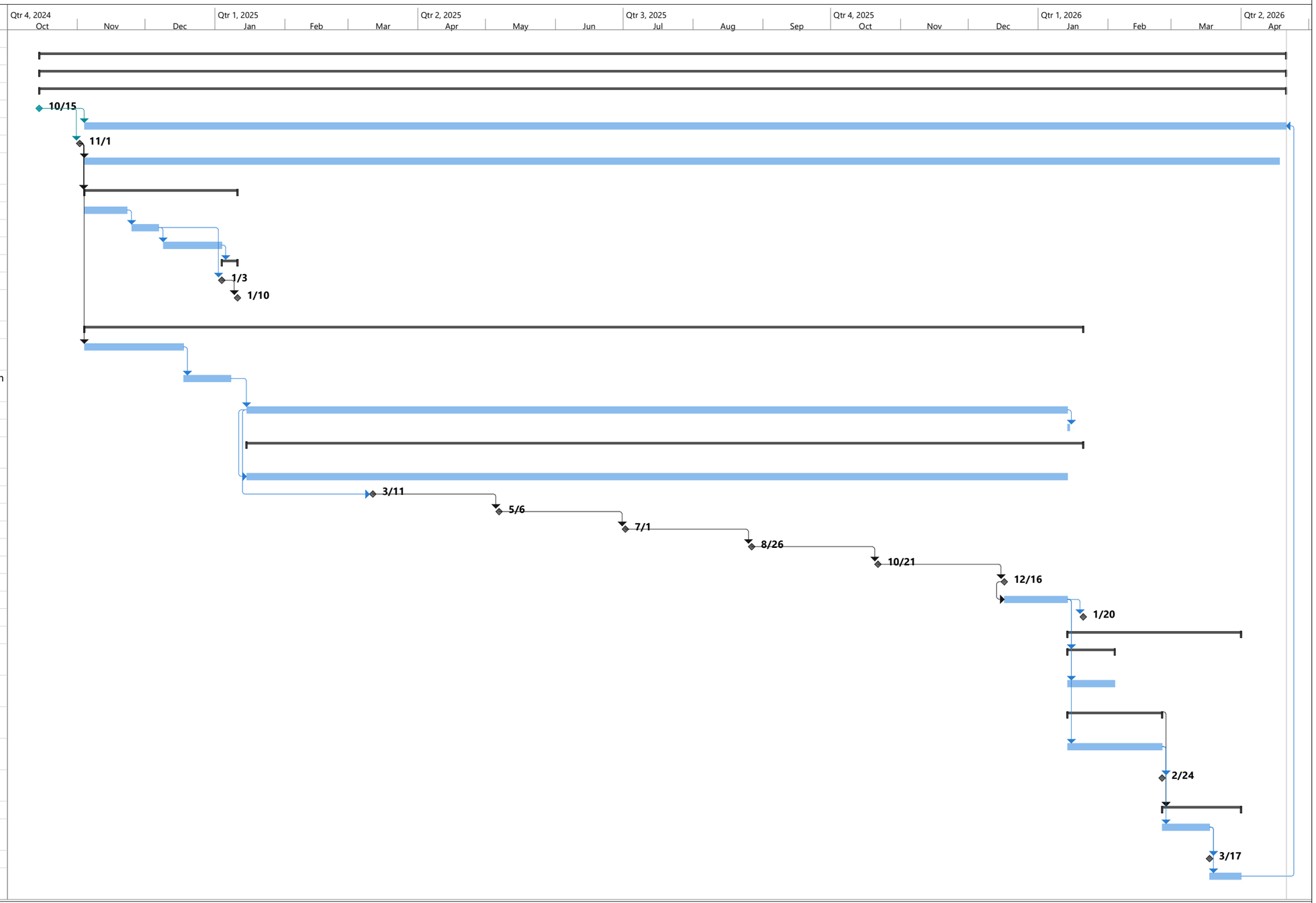


Exhibit C - E/A's Rate Schedule and Hourly Fees

Exhibit C - E/A's Rate Schedule and Hourly Fees
Tyler Water Utilities
Lake Palestine WTP - Taste and Odor Study Phase 2

9/11/2024

Project Duration (Months) 18
Pilot Duration (months) 12

Task Description	HDR Labor: Principal *Hoffman*	Project Manager *Livas*	Admin Support *Rayshell*	Sr. Process Engineer *Smith*	Sr. Project Engineer *Bailey*	Pilot Engineer *Dieffenthaller*	Project Engineer *Brofuehrer*	Project Engineer 2 *DeRespino*	EIT *Kedia*	QC *Lauderdale*	Lab Technician *Woods-Chabane*	Admin Billing *TBD*	Total Hours	Labor Cost	Expenses	HDR Total	Pilot Rental and Analytical Costs	GRAND TOTAL
Task 100 Project Management and Administration																		
101 Project Management and Administration	16	84	18							16		36	170	$ 43,937	$ 970	$ 44,907	$ -	$ 44,907
WS#1 Kickoff Meeting	6	12		2			8	8	12				48	$ 10,302	$ 790	$ 11,092	$ -	$ 11,092
Monthly Invoicing and Progress Reports		54										54	108	$ 21,727	$ 480	$ 22,207	$ -	$ 22,207
102 Internal Monthly Technical Advisory Group Review	12	12		48		12	12		48	12			156	$ 31,863	$ 700	$ 32,563	$ -	$ 32,563
Task 1 Subtotal	**34**	**162**	**18**	**50**	**-**	**12**	**20**	**8**	**60**	**28**	**-**	**90**	**482**	**$ 107,829**	**$ 2,940**	**$ 110,769**	**$ -**	**$ 110,769**
Task 400 Bench Scale Validation																		
401 Bench-Scale Jar Testing	1	1		2			40	40	4	2			90	$ 13,868	$ 3,850	$ 17,718	$ 13,104	$ 30,822
402 Bench-Scale Ozone Testing	1	1		2			40	40	4	4			92	$ 14,587	$ 4,600	$ 19,187	$ 12,739	$ 31,926
403 Rapid Small Scale Column Testing	1	1		2			16		4	4	250		278	$ 58,587	$ 1,640	$ 60,227	$ 15,120	$ 75,347
404 Bench- Scale Data Summary	4	8		8			20	24	24	4			92	$ 16,612	$ 370	$ 16,982	$ -	$ 16,982
WS#2 - Bench- Scale Review Workshop	6	6	2	2		12	8	8	6				50	$ 9,568	$ 1,600	$ 11,168	$ -	$ 11,168
Task 2 Subtotal	**13**	**17**	**2**	**16**	**-**	**12**	**124**	**112**	**42**	**14**	**250**	**-**	**602**	**$ 113,222**	**$ 12,060**	**$ 125,282**	**$ 40,963**	**$ 166,245**
Task 500 Pilot Scale Validation																		
501 Equipment Procurement & Refined Pilot Testing Plan	4	12	2	2			60		60	2			142	$ 24,031	$ 529	$ 24,560	$ -	$ 24,560
502 Pilot Mobilization, Startup, and Demobilization	16	32	8	4	40		60	40	32	12			244	$ 49,316	$ 12,077	$ 61,393	$ -	$ 61,393
503 Operational Support		12			30	1,632	120						1,794	$ 241,798	$ 93,819	$ 335,617	$ 772,081	$ 1,107,698
504 Site Visits	48	48							24				120	$ 36,337	$ 7,541	$ 43,878	$ -	$ 43,878
505 Progress Rpts & Bi-Monthly Progress Workshops (WS#3-WS#9)	76	76				76	76	64	24	12			404	$ 90,072	$ 1,982	$ 92,054	$ -	$ 92,054
506 Pilot-Scale Validation Results Summary	12	16		24		24	24	24	40				164	$ 29,727	$ 654	$ 30,381	$ -	$ 30,381
WS#10 Pilot-Scale Test Results Review Workshop #10	6	6	2	2		6	6		12				40	$ 8,220	$ 743	$ 8,963		$ 8,963
Task 3 Subtotal	**162**	**202**	**12**	**32**	**70**	**1,738**	**346**	**128**	**192**	**26**	**-**	**-**	**2,908**	**479,501**	**$ 117,345**	**$ 596,846**	**772,081**	**$ 1,368,927**
Task 600 Process Study Report																		
601 Schematic-Level Concept for Proposed Improvements	4	12	2	48		24	24	24	24	8			170	$ 30,990	$ 680	$ 31,670	$ -	$ 31,670
602 Treatment Strategy Alternative Evaluation and Recommendatio	4	12	2	40		24	24	24	24	4			158	$ 28,022	$ 620	$ 28,642	$ -	$ 28,642
WS# 11 Treatment Strategy Alternative Evaluation Workshop	6	6		4		4	8		8				36	$ 7,733	$ 730	$ 8,463	$ -	$ 8,463
603 Final Process Study Report	4	12	2	16		24	24	24	40	4			150	$ 25,691	$ 1,130	$ 26,821	$ -	$ 26,821
WS# 12 Final Report Review Workshop	6	6		4		4	8		8				36	$ 7,733	$ 730	$ 8,463	$ -	$ 8,463
Task 4 Subtotal	**24**	**48**	**6**	**112**	**-**	**80**	**88**	**72**	**104**	**16**	**-**	**-**	**550**	**100,169**	**$ 3,890**	**$ 104,059**	**-**	**$ 104,059**
TOTAL	**233**	**429**	**38**	**210**	**70**	**1,842**	**578**	**320**	**398**	**84**	**250**	**90**	**4,542**	**800,721**	**$ 136,235**	**$ 936,956**	**$ 813,044**	**$ 1,750,000**

Exhibit C - E/A's Rate Schedule

Lake Palestine Water Treatment Plant – Taste & Odor Study – Phase 2
Labor Rates

Project Principal	$380.00 - $400.00
Project Manager	$300.00 - $325.00
Sr. Process Engineer	$200.00 - $250.00
Sr. Project Engineer	$200.00 - $250.00
Project Engineer	$140.00 - $180.00
Pilot Engineer	$120.00 - $150.00
Project EIT	$120.00 - $150.00
Lab Technician	$200.00 - $220.00
Technical Advisor/ QC Reviewer	$350.00 - $450.00
Accountant	$65.00 - $120.00
Administrative Support	$175.00 - $200.00
Pilot Procurement and Analytical Expenses	Cost + 5%
Direct Expenses	Cost + 10%
Mileage	Current Rate

Exhibit D - Certificates of Insurance and Endorsements

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

CERTIFICATE(S) OF INSURANCE

[Certificate of Liability Insurance Shall Be Inserted Here]

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

Checklist: Certificate(s) of Insurance

*** Provided only as a courtesy ***

[See generally Section 7.3 Insurance for contract insurance requirements]

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

ENDORSEMENTS

[Endorsements Shall Be Inserted Here]

<table>
<tr><td colspan="3">* ENDORSEMENT(S) REQUIRED</td></tr>
<tr><td colspan="2">Name of Additional Insured Person(s)
or Organization(s):
City of Tyler
P.O. Box 2039
Tyler, TX 75710</td><td>Location(s) of Covered Operations:

Project [insert project name],
Dated [insert month and year of contract].</td></tr>
<tr><td colspan="3">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.</td></tr>
<tr><td colspan="3">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]</td></tr>
<tr><td>Option
1</td><td colspan="2">FORM: CG 20 10 10 01
Additional Insured - Owners, Lessees, or Contractors – Scheduled Person or Organization

AND
FORM: CG 20 37 07 04
Additional Insured – Owners, Lessees, or Contractors – Completed Operations</td></tr>
<tr><td colspan="3">OR</td></tr>
<tr><td>Option
2</td><td colspan="2">FORM: CG 20 10 07 04
Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization

AND
FORM: CG 20 37 07 04
Additional Insured – Owners, Lessees, or Contractors – Completed Operations</td></tr>
<tr><td colspan="3">OR</td></tr>
<tr><td>Option
3</td><td colspan="2">FORM: GA 4113 11 99
Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization – Your Work
AND
FORM: GA 233 02 07
Contractors’ Commercial General Liability Broadened – with coverage for Completed Operations in conformance to specific written contract</td></tr>
<tr><td colspan="3">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]</td></tr>
<tr><td colspan="3">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]</td></tr>
</table>

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.

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 ENGINEERING, DESIGN, AND CONSTRUCTION OF THE LAKE PALESTINE TASTE AND ODOR STUDY PHASE 2 PROJECT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City of Tyler, Texas (the "Issuer") reserves the right to issue debt for the engineering, design, and construction of the Lake Palestine Taste and Odor Study Phase 2 Project (the "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 (the "Regulation"), 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 $1,750,000.00.

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

PASSED AND APPROVED, this the 25th day of September, 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-4

Date: September 25, 2024

Subject: Request that the City Council consider authorizing the City Manager to execute an Engineering Services Contract, in an amount not to exceed $903,000, with Langan Engineering and Environmental Services, Inc. for the Consent Decree Group 7 Remedial Measures Implementation.

Item Reference:

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

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

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

The scope of services with Langan Engineers, Inc provides for engineering services for design and inspection services for the assets identified for remediation in Group 7. Scope of services are attached for review.

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to execute an Engineering Services Contract, in an amount not to exceed $903,000, with Langan Engineering and Environmental Services, Inc. for the Consent Decree Group 7 Remedial Measures Implementation.

Attachments:
City of Tyler-Group 7 Scope

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

Edited/Submitted By:
City Manager

EXHIBIT A – CONSULTANT'S SCOPE OF BASIC SERVICES

PROJECT DESCRIPTION

This project includes the programming, design, bidding, and construction phase services for the Group 7 Remediation Measures as identified by Pipeline Analysis. This is a not to exceed contract which includes programming, design, bidding, construction phase services and construction observation services. According to the Group 7 Annual Condition Remedial Measures Plan dated July 1, 2024 from Pipeline Analysis, there are 339 identified defect locations (~104,069 linear feet) related to mainlines and 11 identified defect locations related to manholes or cleanouts. ENGINEER understands that all construction activities outlined in the plan and related to Group 7 shall be completed by the end of 2026. Two construction packages are anticipated. One for traditional work (internal point repair; point repair; non-coating tasks on manholes; all tasks on cleanouts; access, clean, cut taps/roots and inspect; line replacements; section replacements; section liner) and one for specialty work (manhole coating; pipe bursting; cured in place pipe).

SCOPE OF SERVICES

Task 50 Due Diligence (Programming) Phase

ENGINEER shall provide services to the OWNER at the start of the project to determine the best methods to execute the construction tasks, consisting of:

- Miscellaneous program administration and support tasks - including, but not limited to contractor discussions on constructability, coordination with OWNER staff and Pipeline Analysis, and local field investigations in support of future design.
- Data Review - Available data will be gathered from the OWNER, Pipeline Analysis, and other Stakeholders to be reviewed for incorporation in the program delivery methods/documents.
- Standard Designs, Details, and Specifications - Existing City standards and specifications will be compiled and reviewed. Standard methods and specifications will be developed as necessary for new construction methods or products.
- Site Evaluation - Locations identified for rehabilitation in Group 7 will be virtually located using Geographic Information System (GIS) or visited and evaluated for constructability and any site-specific issues that will affect design or construction. ENGINEER will also evaluate ingress/egress issues and surface constraints. The site issue data will be stored, maintained, and updated directly in the GIS environment.
- Construction Packaging - Group 7 remediation locations will be evaluated and grouped according to construction method, location, and/or size to realize an economy of scale for mainline and manhole defects.
- Program Oversight and Administration - provide general oversight/administration of Group 7 remedial measures to maintain continuity from programming through the end of construction.
- Infrastructure Mapping – GIS web mapping applications will be developed to centralize the GIS and Group 7 data to ensure consistent communication, up to date information, and coordinated planning efforts across all key stakeholders.

Task 100 Design Phase

1. Preliminary Design Phase

- Meetings and Submittals - This task includes one (1) meeting at the completion of the ninety percent (90%) design milestone of each of the two construction packages. If it becomes necessary to attend additional meetings to complete certain tasks due to changes in scope by the OWNER, additional meetings will be considered Additional Services. Should this occur ENGINEER will notify the OWNER of such an event and identify additional scope and fees prior to commencing with any Additional Services.
- Opinion of Probable Cost - ENGINEER shall prepare an Opinion of Probable Construction Cost (OPCC), based upon the proposed design plans at the 90% and final design completion milestones for review and use by the OWNER. The proposed OPCC's will include contingencies (10% at final design) to cover unforeseen fluctuations in construction costs. OPCC's are based on ENGINEER's judgment as a professional generally familiar with the construction industry. However, because ENGINEER has no control over the costs of labor, materials, equipment, or services furnished by others, or over CONTRACTORS' methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from OPCC's prepared by ENGINEER.

- Construction Documents - The following plans are typically required for such improvements. Some drawings may be combined, depending on the complexity of the drawings. Some of these documents will not be prepared for the preliminary submittal. All drawings may not be required for this project, depending on the specific construction package.
    - Cover Sheet
    - Program specific general notes
    - Site Plan and Project Control Map
    - Defect location maps with detailed corrective actions
    - Program Standard Details
    - Landscape and Irrigation are specifically excluded
- Specifications - ENGINEER will prepare appropriate specifications for the defect corrective actions.

2. Final Design Phase

ENGINEER shall prepare bid packages using standard OWNER forms and documents, pursuant to comments from OWNER, for bidding and shall provide necessary quantities for the contract documents, prepare bid proposals, and submit to the OWNER for final review. This task includes one (1) meeting at the final design milestone of each construction package.

3. Bidding or Negotiating Phase

It is anticipated that the construction work shall be completed through current construction contracts therefore bidding is specifically excluded from this proposal.

Task 102 Boundary and Topographic Survey (Allowance)

ENGINEER shall subcontract with and coordinate on behalf of OWNER to procure the services of a qualified Registered Professional Land Surveyor to have a boundary and topographic survey for the PROJECT per City requirements. The topographic survey shall include contours at one-foot intervals with spot elevations as needed to supplement contours, visible improvements, marked and visible utilities within the limits of the topo area, and elevations on gravity utilities at available access points (i.e. inlet boxes, manholes, etc.). The surveyor will create the necessary legal description easement documents for use in the acquisition of permanent or construction easements. The surveyor will be responsible for right of entry notifications to the applicable property owners.

Task 105 Property Owner Communication (Allowance)

ENGINEER shall subcontract, and coordinate on behalf of the OWNER, with a Certified Professional Landman to provide communication efforts with property owners that may require more thorough discussions. The following services needed for this task include:

- Research and identify current ownership as required.
- Prepare project notifications.
- Negotiate project deliverables with property owners.
- Prepare project status reports as needed.
- Prepare final reports and transmit files in digital format to the City of Tyler.

Task 106 TxDOT and Franchise Utility Coordination (Allowance)

ENGINEER shall coordinate with the appropriate franchise utilities, TxDOT, and OWNER in order that the work might progress in an orderly and expeditious fashion as required. However, certain issues might arise where negotiations are required and necessary steps may be needed beyond the scope of engineering design, either of a political, legal, monetary, or other nature. In such instances, ENGINEER shall not be liable for such negotiations past the initial contact and briefing concerning the engineering aspects and conditions of the situation. Permitting is excluded from this task. The following services needed for this task include:

- Research and identify current ownership as required.
- Prepare project notifications to the owner.
- Communicate and coordinate project deliverables with owner.

Task 600 Construction Phase Services

1. Construction Administration

A. Project Management
   i. Kickoff Meeting - Support OWNER in preparing an agenda for one (1) preconstruction meeting prior to the start of construction. Attend preconstruction meeting and participate in discussion related to design, scope, permitting, and other construction related topics in support of OWNER.
   (EXCLUSIONS & CLARIFICATIONS: Meeting dates, times, and locations to be determined by others but mutually agreeable to ENGINEER and OWNER, Meeting facilities, handouts, and/or other materials necessary to facilitate discussion to be provided by others.)
   ii. Status Calls - As necessary throughout PROJECT, schedule, prepare for, and conduct status meetings via Teams with OWNER to provide adequate updates regarding status, schedule, deliverables, and other related items.
   iii. Internal Coordination - As necessary throughout PROJECT, schedule, prepare for, and conduct internal project team meetings with team members to review project status, scope, and deliverables in accordance with the contract and project work plan.
   iv. Invoicing - Prepare and submit to OWNER invoices for all services rendered monthly in accordance with payment and invoicing terms of the contract.

B. General Administration
   i. Consult with and advise OWNER as OWNER's representative per the Standard General Conditions.
   ii. Extent and limitations of the duties, responsibilities, and authority of ENGINEER and OWNER as assigned in said Standard General Conditions shall not be modified except as ENGINEER may otherwise agree in writing. All of OWNER's instructions to CONTRACTOR will be issued through ENGINEER who shall have authority to act on behalf of OWNER in dealings with CONTRACTOR to the extent provided in this Agreement and said Standard General Conditions except as otherwise provided in writing by OWNER.

C. Visits to Site
   i. Schedule, coordinate, and complete visits to the PROJECT during construction. Conduct visits daily.
   ii. Site visits provided are to observe the progress and quality of the various aspects of CONTRACTOR's work as an experienced and qualified design professional.

D. Clarifications & Interpretations
   i. Prepare and issue clarifications and interpretations of/to the Contract Documents as appropriate to support the orderly completion of the PROJECT.
   ii. Clarifications and interpretations shall be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER may issue field orders authorizing minor variations from the requirements of the Contract Documents.

E. Change Orders & Work Directives
   i. Recommend change orders and/or work change directives to OWNER as appropriate and prepare change orders and/or work change directives for issuance to CONTRACTOR as required.

F. Shop Drawings
   i. Review and respond to (with approval or other appropriate action) shop drawings, samples, and/or other data that CONTRACTOR is required to submit for conformance with information given in the Contract Documents and compatibility with the design concept of the completed PROJECT as a functioning whole as indicated in the Contract Documents.
   ii. Review and response/approval or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incidental thereto.

G. Substitutes
   i. Evaluate, determine, and advise OWNER on the acceptability of substitutes or "or-equal" materials and equipment proposed by CONTRACTOR.
   ii. Final responsibility for all materials and equipment shall remain with CONTRACTOR.

H. Inspections & Tests
   i. Coordinate with CONTRACTOR and OWNER to schedule inspections and/or tests of specialized equipment, materials, or other PROJECT components. Attend inspections and/or tests as representative of the OWNER.

ii. Receive and review all certificates of inspections, tests and approvals required by laws, rules, regulations, ordinances, codes, orders and/or the Contract Documents. Review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents.

iii. ENGINEER shall be entitled to rely on the results of such tests.

I. Disagreements between ENGINEER & CONTRACTOR

i. Evaluate and render initial decisions on all claims of OWNER and CONTRACTOR 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.

ii. In rendering such decisions, ENGINEER shall be fair and not show partiality to OWNER or CONTRACTOR and shall not be liable in connection with any decision rendered in good faith in such capacity.

J. Applications for Payment

i. Determine amounts owing to CONTRACTOR and recommend in writing said payments to CONTRACTOR in such amounts based on periodic on-site observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying data and schedules.

ii. Such recommendations for payment will constitute ENGINEER's representation to OWNER. based on such observations and review that, to the best of ENGINEER's knowledge, information, and belief, the work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the work.

iii. In the case of unit price work, ENGINEER's recommendations for payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by Contract Documents).

iv. By recommending any payment ENGINEER shall not thereby be deemed to have represented that on-site observations made by ENGINEER to check the quality or quantity of CONTRACTOR's work as it is performed and furnished have been exhaustive, extended to every aspect of the work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER's review of CONTRACTOR's work for the purposes of recommending payments nor ENGINEER's recommendation of any payment (including final payment) will impose on ENGINEER responsibility to supervise, direct, or control such work or for the means, methods, techniques, sequences or procedures of construction or safety precautions or programs incident thereto, or CONTRACTOR's compliance with laws, rules, regulations, ordinances, codes, or orders applicable to CONTRACTOR's furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to OWNER free and clear of any liens, claims, security interests or encumbrances, or that there may not be other matters at issue between OWNER and CONTRACTOR that might affect the amount that should be paid.

K. CONTRACTOR's Completion Documents

i. Receive and review schedules, guarantees, bonds, certificates, or other evidence of insurance required by the Contract Documents; certificates of inspection, tests, and approvals; and marked- up asset change form documents.

ii. Documents referenced above are to be assembled by CONTRACTOR in accordance with the Contract Documents to obtain final payment and the extent of ENGINEER review(s) will be in accordance with the terms of this Agreement.

iii. Upon review, transmit documents received to OWNER.

iv. Compile asset change forms completed by the CONTRACTOR, as-built/record drawings and transmit to OWNER, showing all final, as-built conditions based on markups, redlines, and comment provided by CONTRACTOR through PROJECT.

L. Substantial Completion
   i. Following notice from CONTRACTOR that CONTRACTOR considers the entire PROJECT ready for its intended use, conduct a single inspection (accompanied by CONTRACTOR and OWNER) to determine if PROJECT is substantially complete.
   ii. If, after considering any objections of OWNER, ENGINEER considers PROJECT substantially complete, deliver a separate certificate of Substantial Completion to OWNER and CONTRACTOR.
   iii. Identify in writing and transmit to OWNER and CONTRACTOR any work considered to be incomplete.

M. Final Notice of Acceptability of the Work
   i. Conduct a final inspection of PROJECT for each contract to determine if completed work of CONTRACTOR is acceptable.
   ii. If, after considering any objections of the OWNER, ENGINEER considers PROJECT completed, recommend, in writing, final payment to CONTRACTOR.
   iii. Accompanying the recommendation for final payment, provide a notice that the work is acceptable to the best of ENGINEER's knowledge, information, and belief and based on the extent of services performed and furnished by ENGINEER under this Agreement.

N. Limitation of Responsibilities
   i. ENGINEER shall not be responsible for acts or omissions of any CONTRACTOR or of any subcontractor, supplier, or of any other person or organization performing or furnishing any of the work for the PROJECT.
   ii. ENGINEER shall not be responsible for CONTRACTOR's failure to perform or finish the work in accordance with Contract Documents.

2. Resident Project Representative

The purpose of Resident Project Representative (RPR) at the PROJECT will be to.

- Enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase;
- By the exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of CONTRACTOR will conform in general to the contract documents, design drawings, and/or specifications; and,
- By the exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the integrity of the design concept of the completed PROJECT as a functioning whole as indicated in the Contract Documents has been implemented and preserved by CONTRACTOR.

Visits and observations by RPR are not intended to be exhaustive or to extend to every aspect of the work in progress or to involve detailed inspections of PROJECT beyond responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents, but rather are to be limited to periodic observation, spot checking, selective sampling, and/or similar methods of general observation of the work based on RPR's exercise of qualified judgment.

ENGINEER shall not, during such PROJECT site visits or because of such observations of CONTRACTOR's work in progress, supervise, direct or have control over CONTRACTOR's work. Nor shall ENGINEER have authority over or responsibility for:

- The means, methods, techniques, sequences, or procedures of construction selected by CONTRACTOR;
- Safety precautions and programs incident to the work of CONTRACTOR; or
- Any failure of CONTRACTOR to comply with laws, rules, regulation›, ordinances, codes, or orders applicable to CONTRACTOR's furnishing and performing the work.

Accordingly, the RPR neither guarantees the performance of any CONTRACTOR nor assumes responsibility for any CONTRACTOR's failure to furnish and perform its work in accordance with the Contract Documents. Responsibilities of the RPR contained in this paragraph are expressly subject to express or general limitations in this Agreement.

Services provided by RPR include the following:

A. Observation of Work
   i. Provide the services of a RPR at the site to assist ENGINEER and to provide more continuous observations of such work for the duration of the construction task.
   ii. Furnishing of such services will not extend ENGINEER's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.

iii. Based on information obtained during visits and observations, ENGINEER shall determine in general if such work is proceeding in accordance with the Contract Documents and shall keep OWNER informed of PROJECT progress.
iv. Defective Work: During visits and on the basis of observations, ENGINEER and/or RPR shall have authority to disapprove of or reject CONTRACTOR's work while it is in progress if ENGINEER believes that such work will not produce a completed PROJECT, that conforms generally to the Contract Documents, or that it will prejudice the integrity of the design concept of the completed PROJECT as a functioning whole as indicated in the Contract Documents.

B. Schedules
   i. Review the CONTRACTOR progress schedule, schedule of shop drawings and submittals, and any other schedules prepared by CONTRACTOR and provide written comments to OWNER as appropriate throughout PROJECT.
C. Conferences and Meetings
   i. Attend preconstruction meeting, monthly progress meetings, and PROJECT element review meetings for specialized installations with CONTRACTOR.
   ii. Prepare minutes of formal meetings to, at minimum, all meeting attendees and OWNER. (EXCLUSIONS & CLARIFICATIONS: Meeting dates, times, and locations to be determined by others but mutually agreeable to ENGINEER, RPR, and OWNER. Meeting facilities, handouts, and/or other materials necessary to facilitate discussion to be provided by others.)
D. Liaison
   i. Serve as ENGINEER's liaison with CONTRACTOR (working principally through CONTRACTOR's superintendent) and assist in providing information regarding the intent of the Contract Documents.
   ii. Assist ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-site operations.
   iii. Assist in obtaining from OWNER additional details or information when required for proper execution of PROJECT.
E. Interpretation of Contract Documents
   i. Report to ENGINEER/OWNER when clarifications and interpretations of Contract Documents are needed.
   ii. Transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER/OWNER.
F. Shop Drawings and Submittals
   i. Maintain shop drawing and submittal record log, available for review by OWNER at any time.
   ii. Advise ENGINEER and CONTRACTOR of commencement of any portion of PROJECT requiring a shop drawing or submittal for which RPR believes the submittal has not been approved by ENGINEER. Failure on the part of the RPR to provide notification to CONTRACTOR shall in no way relieve CONTRACTOR of his/her responsibilities to identify, prepare, and submit shop drawings and/or submittals in a timely manner for the proper execution of PROJECT nor shall failure on the part of the RPR to provide notification serve as justification for any time extension.
G. Modifications
   i. Consider and evaluate CONTRACTOR's suggestions for modifications to the Contract Documents and report such suggestions, together with RPR's recommendations, to ENGINEER/OWNER.
   ii. Transmit to CONTRACTOR, in writing, decisions as issued by ENGINEER/OWNER.
H. Review of Work
   i. Conduct on-site observations of CONTRACTOR's work in progress to assist ENGINEER in determining if work is, in general, proceeding in accordance with Contract Documents.
   ii. Report to ENGINEER whenever RPR believes that any part of CONTRACTOR's work in progress will not produce a complete project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed PROJECT as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made
   iii. Advise ENGINEER of that part of work in progress that RPR believes should be corrected, rejected, uncovered for observation, or requires special testing, inspection, or approval.
I. Inspections, Test, and System Start-ups

i. Consult with ENGINEER in advance of scheduled major inspections, tests of important phases of PROJECT.
ii. Observe, record, and report to ENGINEER appropriate details relative to test procedures.
iii. Accompany visiting inspectors representing public or other agencies having jurisdiction over the PROJECT and record results of these inspections. Provide a copy of all such reports to ENGINEER and OWNER.

J. Records
i. Maintain orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including addenda, change orders, field orders, additional drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of Contract Documents, progress reports, shop drawings and submittals received from the delivered to CONTRACTOR, and other specific PROJECT related documents.
ii. Prepare a daily observation report or keep a diary or log book recording CONTRACTOR's on site, weather conditions, data relative to questions of change orders, field orders, or changed conditions, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures. Provide copies of all such reports to ENGINEER.
iii. Maintain records for use in preparing project documentation.
iv. Upon completion of PROJECT, furnish original set of all RPR specific PROJECT documentation to ENGINEER.

K. Reports
i. Furnish to ENGINEER periodic reports, as required, of progress of PROJECT and of CONTRACTOR's compliance with the progress schedule of shop drawings and submittals.
ii. Draft and recommend to ENGINEER proposed change orders and field orders. Obtain backup material from CONTRACTOR as required.
iii. Furnish to ENGINEER and OWNER copies of all inspection and/or test reports.
iv. Immediately notify ENGINEER of the occurrence of any PROJECT accident, emergencies, Acts of God endangering the PROJECT, damage to property by fire or other cases, or the discovery of any constituent of concern.

L. Payment Request
i. Review applications for payment as submitted by CONTRACTOR for compliance with established procedures for their submission.
ii. After review, forward applications for payment with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the work completed and materials delivered at the PROJECT site but not incorporated in the work.

Task 900 Completion

This Task includes the following:

- ENGINEER to participate in a final inspection in the company of OWNER and CONTRACTOR. Recommend items for correction, as necessary.
- Prepare a final list of items to be completed and deficiencies to be remedied following such inspection.
- Observe whether all items on the final list have been completed or corrected and make recommendations to OWNER concerning acceptance and issuance of the notice of acceptability of the work.

As-built plans, surveying, and repeated site visits related to failure of CONTRACTOR to properly address punch list items are specifically excluded from this Task.

ADDITIONAL SERVICES (NOT A PART OF THIS CONTRACT)

We have made significant efforts to determine the anticipated project scope and to provide an appropriate scope of services. However, it is possible that unforeseen work (Additional Services) could be necessary. Unforeseen conditions are usually not well defined until the project is underway. Therefore, ENGINEER will not perform or invoice for any Additional Services without prior notification and discussion with the OWNER. The following list of Additional Services is not included in the limited scope above, but can be provided if necessary by ENGINEER upon request or necessity:

- Sanitary Sewer Mainline Reroutes
- Bidding services
- Subsurface Utility Engineering (SUE)
- Geotechnical review/investigation/design
- Storm Drainage Detention Evaluation, calculation, or design
- Environmental Site Assessments Phase 1 or beyond, such as archaeological, cultural, endangered species or other specialty surveys
- Noise Study
- Value Engineering or changes to plans to reduce construction costs
- Construction Staking, Field Surveying, Tree Survey/Identification
- Stream hydraulics and related FEMA flood studies or floodplain delineation
- Wetland determination, wetlands delineation, evaluation, permitting, and mitigation
- Cut and fill analysis or tabulations or other earthwork computer modeling

The exclusions above are not anticipated to be necessary but can be provided where necessary. All additional fees required by the PROJECT will be billed based on executed supplemental agreements after the scope of services are defined. The OWNER will be notified prior to conducting any analyses or initiating any activities that would significantly affect the scope of work.

EXHIBIT B - PROJECT SCHEDULE

ENGINEER shall complete its services with the following time specific period upon OWNER's notice to proceed. ENGINEER will work concurrently on both manhole and mainline defects. According to the Group 7 Annual Condition Remedial Measures Plan dated July 1, 2024 from Pipeline Analysis, there are 339 identified defect locations (~104,069 linear feet) related to mainlines and 11 identified defect locations related to manholes or cleanouts. ENGINEER understands that all construction activities outlined in the plan and related to Group 7 shall be completed by the end of 2026. Two construction packages are anticipated. One for traditional work (internal point repair; point repair; non-coating tasks on manholes; all tasks on cleanouts; access, clean, cut taps/roots and inspect; line replacements; section replacements; section liner) and one for specialty work (manhole coating; pipe bursting; cured in place pipe).

- Task 50 Due Diligence (Programming) Phase: 1.5 months (November '24 – January '25)
- Task 100 Design Phase: 5 months (December '24 – May '25)
- Task 600 Construction Phase Services: 200 working days (~10 months) following issuance of notice to proceed to Contractors (June '25 – April '26)
- Task 900 Completion: 1 month (June '26)

EXHIBIT C – FEE BREAKDOWN AND SUMMARY

Task 50 Due Diligence (Programming) Phase	$155,200	Lump Sum
Task 100 Design Phase	$255,000	Lump Sum
Task 600 Construction Phase Services	$305,000	Lump Sum
Resident Project Representative	$163,800	Hourly [1,2]
Task 900 Completion	$9,000	Lump Sum
Sub Total	$888,000	
Task 102 Boundary & Topographic Survey	$5,000	Allowance
Task 105 Property Owner Communication	$5,000	Allowance
Task 106 TxDOT and Franchise Utility Coordination	$5,000	Allowance
Sub Total	$15,000	
Total Not to Exceed	$903,000	

Notes:

1. Compensation to be billed monthly for ENGINEER's services based on time charged by each task at the current hourly rates.
2. Construction Phase Resident Project Representative assumes a maximum construction period of 10 consecutive months. ENGINEER's work on these tasks beyond the construction period will be billed at the current hourly rates.

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. M-5

Date: September 25, 2024

Subject: Request that the City Council consider authorizing the City Manager to enter into a contract with McGriff Insurance Services (McGriff) for Property and Casualty Insurance in the amount of $1,408,848, Hibbs Hallmark and Company for Cyber Insurance for $35,864, Innovative Risk Management for Third Party Claim Administration for $43,410 and Bosworth and Associates for the purchase of Special Events Liability Insurance with a deposit premium of $2,000 for Fiscal Year 2024-2025 as the second of two (2) one-year renewal options authorized September 28, 2022.

Item Reference:

The City of Tyler's Property and Casualty insurance policies expire September 30, 2024. The City last went out for bids on June 2, 2022. At that time, the City of Tyler received bids and, after a thorough analysis, chose property and casualty policies through McGriff, cyber liability through Hibbs, Hallmark & Company, third-party claim administration through Innovative Risk Management, and special event liability through Bosworth and Associates. This process allows for two (2) one-year renewal options as long as the renewal premiums are acceptable.

Property and General Liability----McGriff submitted renewal terms with an overall renewal premium of $1,408,848. This is a 19.3% premium increase over the expiring policies. The primary driver of the increase is the property line of coverage. Part of the increase is attributable to the rate, and part is due to a 14.4% increase in insured values. The increased values are mainly due to increased values for Tyler Water Utilities facilities.

In addition to the premium increase, the quote included a policy term change, increasing the City's self-insured retention (deductible) for auto liability from $50,000 to $100,000 per claim. This is due to the insurance industry experiencing increasing severity of auto liability claims.

McGriff states that even with the premium and deductible increase, the renewal rates and terms are highly competitive relative to the Texas insurance market for local governments.

Cyber Liability -- Hibbs Hallmark & Company has submitted renewal terms with an overall premium of $35,864. This is a premium decrease of 9.7% over the expiring policy.

General Liability Third Party Claim Administration -- Innovative Risk Management has submitted

renewal pricing of $43,410. This is a 4.9% increase over the expiring contract.

Special Event Liability - This policy is written on a deposit premium based on the number of attendees at a special event using a City of Tyler facility. Bosworth and Associates have submitted renewal terms with no price increase. The deposit premium is $2,000.

RECOMMENDATION:

Request that the City Council consider authorizing the City Manager to enter into a contract with McGriff Insurance Services (McGriff) for Property and Casualty Insurance in the amount of $1,408,848, Hibbs Hallmark and Company for Cyber Insurance for $35,864, Innovative Risk Management for Third-Party Claim Administration for $43,410 and Bosworth and Associates for the purchase of Special Events Liability Insurance with a deposit premium of $2,000 for Fiscal Year 2024-2025 as the second of two (2) one-year renewal options authorized September 28, 2022.

Attachments:
City of Tyler 2024-25 Premium Analysis

Drafted/Recommended By:
Department Leader Sara McCracken, Risk Manager

Edited/Submitted By:
City Manager

City of Tyler
2024-25 Insurance Renewal Premiums

Description	Expiring 2023/2024	Renewal 2024/2025	Change
Exposure Base			
Vehicle Power Units (excluding trlrs)	520	511	-1.7%
Blanket Building and Contents	**347,017,493**	**397,133,604**	**14.4%**
Equipment Values	$11,362,947	$11,998,004	5.6%
Employee Count	945	915	-3.2%
Law Enforcement	209	210	0.5%
Fire/EMT	170	168	-1.2%
Payroll	$65,425,613.00	$66,242,615.00	1.2%
Property *	$ 463,831	$ 612,295	32.0%
Average Rate per $100 values	0.13	0.15	15.3%
Equipment Breakdown	$ 25,974	$ 27,300	5.1%
Crime	$ 6,313	$ 5,993	-5.1%
Inland Marine	$ 24,311	$ 27,036	11.2%
Average Rate per $100 values	0.21	0.23	5.3%
CGL	$ 52,719	$ 57,620	9.3%
EBL	$ 129	$ 130	0.8%
LEL	$ 144,553	$ 166,235	15.0%
Management Liability	$ 17,153	$ 20,712	20.7%
EPL	$ 34,295	$ 39,439	15.0%
Auto Liability	$ 215,563	$ 242,899	12.7%
Auto Physical Damage	$ 70,255	$ 78,502	11.7%
Umbrella	$ 48,718	$ 53,075	8.9%
Taxes/Surcharges	$ 3,075	$ 3,035	-1.3%
Subtotal Travelers Only	**$ 1,106,889**	**$ 1,334,271**	**20.5%**
Marine Hull	$ 3,491	$ 5,000	43.2%
Airport Liability	$ 11,378	$ 9,920	-12.8%
Drone Liability	$ 4,878	$ 2,654	-45.6%
Storage Tank Pollution	$ 14,584	$ 15,935	9.3%
Wastewater Pollution (x:2027)	$ 39,748	$ 41,068	3.3%
Subtotal other McGriff policies	**$ 74,079**	**$ 74,577**	**0.7%**
McGriff Total	**$ 1,180,968**	**$ 1,408,848**	**19.3%**
Cyber Liability	$ 39,723	$ 35,864	-9.7%
P&C TPA	$ 41,400	$ 41,400	0.0%
Special Event Liability	$ 2,000	$ 2,000	0.0%
P&C Total	**$ 2,519,139**	**$ 2,971,536**	**18.0%**
Workers Compensation	$ 138,080	$ 143,926	4.2%
WC TPA	$ 49,330	$ 53,160	7.8%
WC Total	**$ 187,410**	**$ 197,086**	**5.2%**
Total Program Cost	**$2,706,549**	**$3,168,622**	**17.1%**

Note: Wastewater Pollution Policy has a 3-year term, no additional premium for 2025 or 2026.

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. M-6

Date: September 25, 2024

Subject: Request that the City Council consider authorizing the City Manager to enter into a contract with Hibbs Hallmark and Company for Excess Workers' Compensation Insurance in the amount of $143,926 and Claims Administrative Services for Third Party Claim Administration in the amount of $53,160 for Fiscal Year 2024-2025 as the second of two (2) one-year renewal options authorized September 28, 2022.

Item Reference:

The City of Tyler's Excess Worker's Compensation insurance policies and Third Party Claim Administration contracts expire on September 30, 2024. The City last went out to bid on June 2, 2022. At that time, the City of Tyler received bids and, after a thorough analysis, chose Excess Workers Compensation through Hibbs, Hallmark & Company, and Third Party Claim Administration through Claim Administrative Services. This process allows for two (2) one-year renewal options as long as the renewal premiums are acceptable.

Excess Workers Compensation - Hibbs Hallmark submitted a renewal premium of $143,926 with $1,000,000 retention for Fire and Police and $500,000 for all other employee classifications. This represents a 4.2% increase in premium, of which 1.2% is due to an increase in exposure (payroll).

Workers Compensation Third Party Claim Administration---Claims Administrative Services (CAS) submitted renewal pricing of $53,160, a 7.8% increase.

Hibbs Hallmark has confirmed that these rates are highly competitive relative to the Texas insurance market for local governments.

RECOMMENDATION:

Request that the City Council consider authorizing the City Manager to enter into a contract with Hibbs Hallmark and Company for Excess Workers' Compensation Insurance in the amount of $143,926 and Claims Administrative Services for Third Party Claim Administration in the amount of $53,160 for Fiscal Year 2024-2025 as the second of two (2) one-year renewal options authorized September 28, 2022.

Attachments:
City of Tyler 2024-25 Premium Analysis

Drafted/Recommended By:
Department Leader Sara McCracken, Risk Manager

Edited/Submitted By:
City Manager

City of Tyler
2024-25 Insurance Renewal Premiums

Description	Expiring 2023/2024	Renewal 2024/2025	Change
Exposure Base			
Vehicle Power Units (excluding trlrs)	520	511	-1.7%
Blanket Building and Contents	**347,017,493**	**397,133,604**	**14.4%**
Equipment Values	$11,362,947	$11,998,004	5.6%
Employee Count	945	915	-3.2%
Law Enforcement	209	210	0.5%
Fire/EMT	170	168	-1.2%
Payroll	$65,425,613.00	$66,242,615.00	1.2%
Property *	$ 463,831	$ 612,295	32.0%
Average Rate per $100 values	0.13	0.15	15.3%
Equipment Breakdown	$ 25,974	$ 27,300	5.1%
Crime	$ 6,313	$ 5,993	-5.1%
Inland Marine	$ 24,311	$ 27,036	11.2%
Average Rate per $100 values	0.21	0.23	5.3%
CGL	$ 52,719	$ 57,620	9.3%
EBL	$ 129	$ 130	0.8%
LEL	$ 144,553	$ 166,235	15.0%
Management Liability	$ 17,153	$ 20,712	20.7%
EPL	$ 34,295	$ 39,439	15.0%
Auto Liability	$ 215,563	$ 242,899	12.7%
Auto Physical Damage	$ 70,255	$ 78,502	11.7%
Umbrella	$ 48,718	$ 53,075	8.9%
Taxes/Surcharges	$ 3,075	$ 3,035	-1.3%
Subtotal Travelers Only	**$ 1,106,889**	**$ 1,334,271**	**20.5%**
Marine Hull	$ 3,491	$ 5,000	43.2%
Airport Liability	$ 11,378	$ 9,920	-12.8%
Drone Liability	$ 4,878	$ 2,654	-45.6%
Storage Tank Pollution	$ 14,584	$ 15,935	9.3%
Wastewater Pollution (x:2027)	$ 39,748	$ 41,068	3.3%
Subtotal other McGriff policies	**$ 74,079**	**$ 74,577**	**0.7%**
McGriff Total	**$ 1,180,968**	**$ 1,408,848**	**19.3%**
Cyber Liability	$ 39,723	$ 35,864	-9.7%
P&C TPA	$ 41,400	$ 41,400	0.0%
Special Event Liability	$ 2,000	$ 2,000	0.0%
P&C Total	**$ 2,519,139**	**$ 2,971,536**	**18.0%**
Workers Compensation	$ 138,080	$ 143,926	4.2%
WC TPA	$ 49,330	$ 53,160	7.8%
WC Total	**$ 187,410**	**$ 197,086**	**5.2%**
Total Program Cost	**$2,706,549**	**$3,168,622**	**17.1%**

Note: Wastewater Pollution Policy has a 3-year term, no additional premium for 2025 or 2026.

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-1

Date: September 25, 2024

Subject: Request that the City Council consider authorizing the application for and the acceptance of a Texas Department of Transportation (TxDOT) Grant for Urban State Funds to use for Tyler Transit in the amount of $405,774.

Item Reference:

Since 1991, the City of Tyler has operated the Tyler Transit System with the assistance of grant funding from the Texas Department of Transportation (TxDOT) and the Federal Transit Administration (FTA).

The terms for this grant project number (State-U-2025-Tyler-00112) includes funds in the amount of $405,774 to help cover operating expenses for transit services provided by Tyler Transit. These funds will be used to help reduce local match required from the general fund. We have had access to these funds each year since 2017.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the application for and acceptance of TxDOT Urban State Funds in the amount of $405,774.

Attachments:
08.29.24_legaledits_ab.RESOLUTION FY25 Small Urban Area Grant Funds
06_PTN_MO_June 2024

Drafted/Recommended By:
Department Leader Russ Jackson/Transit Manager

Edited/Submitted By:
City Manager

RESOLUTION NO. R-2024-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, AUTHORIZING THE APPLICATION FOR THE TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) GRANT FUNDS FOR PUBLIC TRANSPORTATION SERVICE FOR TYLER TRANSIT; AUTHORIZING ACCEPTANCE OF STATE URBAN GRANT STATE-U-2024-TYLER-00112 ALONG WITH ANY GRANT AMENDMENTS TO INCREASE THE GRANT FUNDING LEVELS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 27, 2024, the City of Tyler was notified by the Texas Department of Transportation (TxDOT) to make an application requesting $405,774 for public transportation assistance for Tyler Transit; and

WHEREAS, the Texas Department of Transportation has stated that a Grant offer totaling $405,774 should be made; and

WHEREAS, it is necessary for the City Council to authorize the submission of the application for TxDOT funds, as well as acceptance of TxDOT Grant State-U-2024-00112 and any grant amendments to increase the grant funding levels along with; and

WHEREAS, this grant supplies reimbursement for a portion of Transit Department operating costs. The remaining funds come from the adopted budget, departmental revenue, and State grant funds. If the City of Tyler did not receive this grant, the City would be responsible for all operating expenses; and

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

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

PART 1: That the Application for TxDOT Assistance for TxDOT Grant State-U-2024-00112 requesting $405,774 for public transportation assistance for Tyler Transit, including all understandings and assurances contained therein, is hereby authorized and approved.

PART 2: That the City Manager's filing of the grant application, and all actions taken in connection therewith, is hereby affirmed.

PART 3: That the City Council hereby resolves and affirms to TxDOT that the City of Tyler has the legal authority to apply for the grant and to finance and carry out the proposed project.

PART 4: That the City Council hereby resolves and affirms to TxDOT the City of Tyler's intent to comply with all of the assurances set forth in the grant agreement and all laws, regulations, and circulars incorporated by reference in the grant agreement.

PART 5: That the City Manager is hereby authorized and directed to accept the grant for TxDOT Grant State-U-2024-00112 and any grant amendments to increase the funding levels.

PART 6: That the City Manager is hereby authorized and directed to take all actions necessary in order to accept and use the grant to fulfill the purposes described above.

PART 7: That the City Manager is hereby authorized and directed to provide such additional information as may be required by TxDOT.

PART 8: That this Resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED on this, the 25th day of September 2024.

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

ATTEST:

_____
CASSANDRA BRAGER
CITY CLERK

APPROVED:

_____
DEBORAH G. PULLUM
CITY ATTORNEY

TEXAS TRANSPORTATION COMMISSION

VARIOUS County **MINUTE ORDER**

ALL District

The Texas Transportation Commission (commission) desires to award a total of $83,773,341 in state and Federal Transit Administration (FTA) program funds to support a variety of public transportation needs in rural and urbanized areas of the state.

Of the amounts appropriated to the Texas Department of Transportation (department) by the General Appropriations Act of the 88th Texas Legislature, Regular Session, $73,752,134 was appropriated for urban and rural public transportation systems for the 2024-2025 biennium. Title 43, Texas Administrative Code (TAC), §31.11 establishes a formula by which state public transportation funds shall be distributed to the large urban, small urban and rural areas of the state. An award of $35,857,674 of fiscal year (FY) 2025 state funds to the transit district(s) serving the large and small urbanized areas identified in exhibit A and to rural transit districts included in exhibit A and has been determined in accordance with §31.11. An award of $583,862 also shown in exhibit A has been determined in accordance with §31.13 to mitigate impacts from the 2020 census and the pandemic in formula calculations.

Title 43, TAC, §31.36(f)(4) establishes a formula by which public transportation funds shall be distributed under the FTA Formula Grants for Rural Areas program (49 U.S.C. §5311). An award of $47,331,805 of federal §5311 funds is shown in exhibit B and has been determined in accordance with §31.36(f)(4).

Transportation Code, Chapter 455 assigns a broad spectrum of public transportation roles and missions to the department.

Transportation Code, Chapter 456 authorizes the commission to administer funds appropriated for public transportation.

IT IS THEREFORE ORDERED by the commission that the executive director or the director's designee is directed to proceed with the awards in exhibits A and B, submit the necessary state application to the FTA, and enter into the necessary contracts.

Submitted and reviewed by:

DocuSigned by:
Eric Gleason
C570CB3DE9C24B0...
Director, Public Transportation Division

Recommended by:

DocuSigned by:
Marc Williams
0E1B35AE191749E...
Executive Director

116715 June 27, 2024

Minute Number | Date Passed

EXHIBIT A
AWARD STATE FY 2025 FUNDS

Large Urbanized Area	Formula Award	Mitigation Award	Total Award
Amarillo	$419,763		$419,763
Brownsville	$542,131	$24,967	$567,098
College Station-Bryan	$968,391		$968,391
Killeen	$421,533	$61,564	$483,097
Laredo	$633,466	$36,684	$670,150
Lubbock	$639,442	$43,346	$682,788
McAllen	$603,953	$9,101	$613,054
McKinney-Frisco	$432,442	$61,382	$493,824
The Woodlands-Conroe	$521,726	$107,876	$629,602
Total	**$5,182,847**	**$344,920**	**$5,527,767**

Small Urbanized Area	Formula Award	Mitigation Award	Total Award
Abilene	$451,217		$451,217
Arlington	$341,663		$341,663
Beaumont	$480,023		$480,023
Eagle Pass	$287,475	$25,110	$312,585
Galveston-Texas City (allocation for Galveston, city of)	$436,458	$22,591	$459,049
Grand Prairie	$170,584		$170,584
Harlingen	$319,060		$319,060
Longview	$359,198		$359,198
Mesquite	$142,455		$142,455
Midland	$390,645		$390,645
New Braunfels	$367,964		$367,964
North Richland Hills	$116,134		$116,134
Odessa	$413,609	$2,120	$415,729
Port Arthur	$386,938		$386,938
San Angelo	$397,864		$397,864
San Marcos	$286,792		$286,792
Sherman-Denison	$200,606		$200,606
Temple	$360,048	$1,304	$361,352
Texarkana	$361,688		$361,688
Tyler	$405,774		$405,774
Victoria	$333,989		$333,989
Waco	$645,841		$645,841
Wichita Falls	$416,133		$416,133
Total	**$8,072,158**	**$51,125**	**$8,123,283**

EXHIBIT A
AWARD STATE FY 2025 FUNDS

Rural Transit District	Formula Award	Mitigation Award	Total Award
Alamo Area Council of Governments	$1,256,664		$1,256,664
Ark-Tex Council of Governments	$656,209		$656,209
Aspermont Small Business Development Center, Inc.	$281,431		$281,431
Brazos Transit District	$1,846,192		$1,846,192
Capital Area Rural Transportation System (CARTS)	$1,257,598	$1,382	$1,258,980
Central Texas Rural Transit District	$745,135		$745,135
Cleburne, city of	$412,534		$412,534
Colorado Valley Transit, Inc.	$530,274		$530,274
Community Services, Inc.	$495,712		$495,712
Concho Valley Transit District	$438,084		$438,084
Del Rio, city of	$347,159		$347,159
East Texas Council of Governments	$1,424,731		$1,424,731
El Paso, county of	$576,712	$9,281	$585,993
Fort Bend County	$317,988		$317,988
Golden Crescent Regional Planning Commission	$677,092	$20,363	$697,455
Heart of Texas Council of Governments	$403,185		$403,185
Hill Country Transit District	$664,149		$664,149
Kleberg County Human Services	$356,087	$17,839	$373,926
Lower Rio Grande Valley Development Council	$707,109	$16,036	$723,145
McLennan County Rural Transit District	$306,231		$306,231
Panhandle Community Services	$993,212		$993,212
Public Transit Services	$544,268		$544,268
Rolling Plains Management Corporation	$570,402		$570,402
Rural Economic Assistance League, Inc.	$681,411		$681,411
Senior Center Resources and Public Transit, Inc.	$390,598		$390,598
South East Texas Regional Planning Commission	$500,257	$41,293	$541,550
South Padre Island, city of	$680,107	$60,265	$740,372
South Plains Community Action Association, Inc.	$737,661		$737,661
Southwest Area Regional Transit District	$553,543	$21,358	$574,901
SPAN, Inc.	$359,177		$359,177
STAR Transit	$480,627		$480,627
Texoma Area Paratransit System, Inc.	$601,582		$601,582
The Transit System, Inc.	$293,781		$293,781
Webb County Community Action Agency	$316,936		$316,936
West Texas Opportunities, Inc.	$1,198,831		$1,198,831
Total	**$22,602,669**	**$187,817**	**$22,790,486**
Grand Total FY 2025 State Funds	**$35,857,674**	**$583,862**	**$36,441,536**

EXHIBIT B
AWARD FEDERAL §5311 FUNDS TO RURAL TRANSPORTATION PROVIDERS

Rural Transit District	Award Amount
Alamo Area Council of Governments	$2,439,202
Ark-Tex Council of Governments	$1,648,485
Aspermont Small Business Development Center, Inc.	$683,418
Brazos Transit District	$3,768,395
Capital Area Rural Transportation System (CARTS)	$2,251,006
Central Texas Rural Transit District	$1,865,838
Cleburne, city of	$670,556
Colorado Valley Transit, Inc.	$975,534
Community Services, Inc.	$744,635
Concho Valley Transit District	$966,124
Del Rio, city of	$573,000
East Texas Council of Governments	$2,891,866
El Paso, county of	$2,984,231
Fort Bend County	$472,099
Golden Crescent Regional Planning Commission	$1,487,649
Heart of Texas Council of Governments	$873,672
Hill Country Transit District	$1,227,033
Kleberg County Human Services	$475,645
Lower Rio Grande Valley Development Council	$1,345,984
McLennan County Rural Transit District	$756,888
Panhandle Community Services	$2,251,684
Public Transit Services	$988,160
Rolling Plains Management Corporation	$1,263,509
Rural Economic Assistance League, Inc.	$1,753,434
Senior Center Resources and Public Transit, Inc.	$807,591
South East Texas Regional Planning Commission	$932,659
South Padre Island, city of	$760,265
South Plains Community Action Association, Inc.	$1,848,556
Southwest Area Regional Transit District	$1,006,115
SPAN, Inc.	$589,812
STAR Transit	$903,876
Texoma Area Paratransit System, Inc.	$1,073,898
The Transit System, Inc.	$579,134
Webb County Community Action Agency	$511,915
West Texas Opportunities, Inc.	$2,959,937
Total	**$47,331,805**

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-2

Date: September 25, 2024

Subject: Request that the City Council consider renewing the Annual Price Agreement for Fuel per Bid 21-027 to Mansfield Service Partners of Tyler, Texas (previously known as O'Rourke Petroleum) from October 1, 2024, through September 30, 2025.

Item Reference:

On March 9, 2021, sealed bids for bid number 21-027 were received for furnishing fuel for the City vehicle fleet. Four bids were received in response to this bid. Mansfield Service Partners in Tyler, Texas submitted the lowest bid, which staff found to be both reasonable and responsive. Bid tabulation details are shown in the attachment.

This annual price agreement will establish set delivery pricing for one year. There are five one-year renewal options built into the bid. This is the fourth requested renewal of this bid for FY 24-25.

RECOMMENDATION:

Request that the City Council consider renewing the Annual Price Agreement for Fuel per Bid 21-027 to Mansfield Service Partners of Tyler, Texas (previously known as O'Rourke Petroleum) from October 1, 2024, through September 30, 2025.

Attachments:
tabulation_fuel_bid_21-027 fuel

Drafted/Recommended By:
Department Leader Stan Stoffregen Fleet Manager

Edited/Submitted By:
City Manager

		O'rourke	Eagle	Fikes	Mansfield	
Transport	Daily Rack Price Ultra Low Sulfur Diesel Fuel 3, Highway Use, No Dye and may contain up to 5% Bio	0.0357	0.0907	0.0101	0.0878	
1	Rack Price plus	0.0357	0.06	0.0265	0.0871	0.03863
2	Freight / Delivery Fee					
3	Profit		0.015	-0.0173		
4	Loading Fee		5.45	.0009 per gal	5.45	
5	Amount	7500	7500	7500	7500	

Bobtail	Daily Rack Price Ultra Low Sulfur Diesel Fuel 3, Highway Use, No Dye and may contain up to 5% Bio	0.15	0.1502		0.47
6	Rack Price plus	0.15	0.15	no bid	0.4396
7	Freight / Delivery Fee				
8	Profit		0.02		
9	Loading Fee				3.45
10	Amount	>5000	1000		1000

Transport	Daily Rack Price Regular Gas 87 Octane Regular No-Lead Gasoline 3, May Contain up to 10% Ethanol	0.0357	0.0759	0.021	0.088
11	Rack Price plus	0.0357	0.06	0.0265	0.0871
12	Freight / Delivery Fee				
13	Profit		0.015	-0.0064	
14	Loading Fee		6.95	0.0009	6.95
15	Amount	7500		7500	7500

Bobtail	Daily Rack Price Regular Gas 87 Octane Regular No-Lead Gasoline 3, May Contain up to 10% Ethanol	0.015	0.01502		0.44305
16	Rack Price plus	0.015	0.015	no bid	0.4396
17	Freight / Delivery Fee				
18	Profit		0.02		

19	Loading Fee				3.45
20	Amount	>5000	1000		1000

21	Emergency Delivery Fee	0	125.00 per hour		
22	tank Monitors	free		no	no

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-3

Date: September 25, 2024

Subject: Request that the City Council consider authorizing the City Manager to execute the Reconciliation Change Order with Capps-Capco Construction, Inc., for the Cascades Unit 4 & 703 Loftin St Drainage project, Bid No. 24-005, increasing the approved contract amount by $8,671.00 (5.2%), from $168,193.00 to $176,864.00.

Item Reference: **CC Agenda 02/28/2024, Item C-A-12**

This Capital Improvement Project (CIP) was an infrastructure maintenance project. The first was located at 4510 Cascades Shoreline Drive and improved drainage for the Cascades Unit 4. The overtopping of the curb and subsequent inundation of property and flooding of a home was resolved by increasing the capacity of the storm drainage system by doubling the size of two (2) inlets, increasing the pipe size, and improving its operation by adding a new inlet upstream to capture the stormwater.

The second location addressed a failing RCP (reinforced concrete pipe) at 703 Loftin Street. The pipe was collapsing and was replaced, adding a proper headwall, wingwalls, and rock riprap at the outfall.

A third location was added to address a sinkhole and repair a failing headwall. The fourth location repaired a failed detention pond. The fifth location repaired another failing culvert under a roadway and improved it with standard TxDOT safety-end treatments (SETs).

This project was funded by the Stormwater Capital Outlay Budget.

RECOMMENDATION:

Request that the City Council consider authorizing the City Manager to execute the Reconciliation Change Order with Capps-Capco Construction, Inc. for the Cascades Unit 4 & 703 Loftin St Drainage project, Bid No. 24-005, increasing the approved contract amount by $8,671.00 (5.2%), from $168,193.00 to $176,864.00.

Attachments:
RCO - 4510 Cascades & 703 Loftin Rev1
Cascades 01
Cascades 02
Loftin 01
Loftin 02

North Dr 01
North Dr 02
North Dr 03
North Dr 04
Circle Dr 01
Circle Dr 02
Circle Dr 03
Circle Dr 04
Brookhollow Dr & Springhollow Dr 01
Brookhollow Dr & Springhollow Dr 02

Drafted/Recommended By:
Department Leader Paul Neuhaus, P.E., M.S. - Stormwater Management and Environmental Compliance Engineer

Edited/Submitted By:
City Manager

CONTRACT
RECONCILIATION CHANGE ORDER

PROJECT NAME: Cascades Unit 4 & 703 Loftin St Drainage

DATE: 8/30/2024

CONTRACTOR: Capps-Capco Construction, Inc.
ADDRESS: 13044 CR 192
Tyler, TX 75703
PHONE NO.: (903) 561-6657

BID NUMBER: 24-005

Item No.	Work Items	Qty	Units (from pull-down list)	Unit Price	SOV	Qty Complete to Date	Amount Complete to Date	Difference in Bid Qty	Difference in Bid Amount
3.4.2	PERFORMANCE, MAINTENANCE, & PAYMENT BONDS	1.00	LS	$ 4,900.00	$ 4,900.00	1.00	$ 4,900.00	0.00	$ -
3.4	INSURANCE	1.00	LS	$ 3,470.00	$ 3,470.00	1.00	$ 3,470.00	0.00	$ -
5.9.3	PROVIDE CONSTRUCTION STAKING	1.00	LS	$ 3,500.00	$ 3,500.00	0.50	$ 1,750.00	(0.50)	$ (1,750.00)
100-A	FURNISH ALL LABOR, EQUIPMENT, & MATERIALS TO PREPARE ROW	3.00	EA	$ 1,200.00	$ 3,600.00	3.00	$ 3,600.00	0.00	$ -
162.3.1.2	FURNISH & INSTALL BLOCK SODDING, BERMUDA AND/OR ST. AUGUSTINE	750.00	SY	$ 9.00	$ 6,750.00	50.00	$ 450.00	(700.00)	$ (6,300.00)
400-A	FURNISH & INSTALL CRUSHED STONE BEDDING	30.00	CY	$ 105.00	$ 3,150.00	0.00	$ -	(30.00)	$ (3,150.00)
402-A	TRENCH SAFETY	268.00	LF	$ 5.00	$ 1,340.00	265.00	$ 1,325.00	(3.00)	$ (15.00)
464-A	FURNISH & INSTALL 18" RCP CLASS III	52.00	LF	$ 65.00	$ 3,380.00	52.00	$ 3,380.00	0.00	$ -
464-B	FURNISH & INSTALL 24" RCP CLASS III	216.00	LF	$ 75.00	$ 16,200.00	216.00	$ 16,200.00	0.00	$ -
464-C	FURNISH & INSTALL 24" RCP CLASS III 45 DEG BEND	2.00	EA	$ 1,100.00	$ 2,200.00	2.00	$ 2,200.00	0.00	$ -
464-D	WRAP ALL RCP JOINTS	268.00	LF	$ 8.00	$ 2,144.00	268.00	$ 2,144.00	0.00	$ -
464-E	FILL 18" RCP WITH GROUT	75.00	LF	$ 55.00	$ 4,125.00	30.00	$ 1,650.00	(45.00)	$ (2,475.00)
465-A	FURNISH & INSTALL STANDARD 10-FT CURB INLET	1.00	EA	$ 6,875.00	$ 6,875.00	1.00	$ 6,875.00	0.00	$ -
465-B	CONSTRUCT 5-FT INLET EXTENSION TO EXISTING	2.00	EA	$ 5,840.00	$ 11,680.00	2.00	$ 11,680.00	0.00	$ -
500-A	MOBILIZATION	1.00	LS	$ 14,000.00	$ 14,000.00	1.00	$ 14,000.00	0.00	$ -
506-A	SILT FENCING	300.00	LF	$ 6.00	$ 1,800.00	0.00	$ -	(300.00)	$ (1,800.00)
506-B	GUTTER BUDDY EROSION CONTROL	30.00	LF	$ 20.00	$ 600.00	20.00	$ 400.00	(10.00)	$ (200.00)
530-A	CONCRETE DRIVEWAY APPROACH, CURB, TRANSITIONS	12.00	SY	$ 125.00	$ 1,500.00	6.00	$ 750.00	(6.00)	$ (750.00)
2000	PROVIDE TV INSPECTION OF NEW STORM SEWER	268.00	LF	$ 8.00	$ 2,144.00	0.00	$ -	(268.00)	$ (2,144.00)
W-1	DEMO FIRE HYDRANT, CUT & PLUG LINE	1.00	EA	$ 750.00	$ 750.00	1.00	$ 750.00	0.00	$ -
W-2	INSTALL NEW FIRE HYDRANT & 6-IN TAPPING SLEEVE	1.00	LS	$ 8,450.00	$ 8,450.00	1.00	$ 8,450.00	0.00	$ -
W-3	6-IN CONCRETE PAVING REPAIR	60.00	SY	$ 125.00	$ 7,500.00	6.00	$ 750.00	(54.00)	$ (6,750.00)
8000	CONTINGENCY	1.00	EA	$ (4,265.00)	$ (4,265.00)	0.00	$ -	(1.00)	$ 4,265.00
	36-IN RCP IN LIEU OF 30-IN AT LOFTIN	90.00	LF	$ 60.00	$ 5,400.00	90.00	$ 5,400.00	0.00	$ -
	WRAP 36-IN RCP JOINTS	90.00	LF	$ 1.00	$ 90.00	90.00	$ 90.00	0.00	$ -
	36" S.E.T.	1.00	EA	$ 600.00	$ 600.00	1.00	$ 600.00	0.00	$ -
	MOBILIZATION	1.00	LS	$ 400.00	$ 400.00	1.00	$ 400.00	0.00	$ -
	ADDITIONAL INLET BOX DEMO	1.00	LS	$ 6,500.00	$ 6,500.00	1.00	$ 6,500.00	0.00	$ -
	MOBILIZATION	1.00	LS	$ 625.00	$ 625.00	1.00	$ 625.00	0.00	$ -
	Hydromulch	1.00	LS	$ 650.00	$ 650.00	1.00	$ 650.00	0.00	$ -
	4510 CASCADES BID SUBTOTAL				**$ 120,058.00**	**79.62%**	**$ 98,989.00**		**$ (21,069.00)**
100-A	FURNISH ALL LABOR, EQUIPMENT, & MATERIALS TO PREPARE ROW	1.00	LS	$ 8,500.00	$ 8,500.00	1.00	$ 8,500.00	0.00	$ -
162.3.1.2	FURNISH & INSTALL BLOCK SODDING, BERMUDA AND/OR ST. AUGUSTINE	200.00	SY	$ 9.00	$ 1,800.00	275.00	$ 2,475.00	75.00	$ 675.00
340-A	INSTALL 6" HOT-MIX ASPHALT	1.00	LS	$ 1,500.00	$ 1,500.00	1.00	$ 1,500.00	0.00	$ -
400-A	FURNISH & INSTALL CRUSHED STONE BEDDING	20.00	CY	$ 105.00	$ 2,100.00	0.00	$ -	(20.00)	$ (2,100.00)
402-A	TRENCH SAFETY	90.00	LF	$ 5.00	$ 450.00	90.00	$ 450.00	0.00	$ -
423-A	FURNISH & INSTALL 8 TO 12-IN GROUTED RIP RAP	15.00	SY	$ 250.00	$ 3,750.00	15.00	$ 3,750.00	0.00	$ -
464-A	FURNISH & INSTALL 30" RCP CLASS III	90.00	LF	$ 150.00	$ 13,500.00	90.00	$ 13,500.00	0.00	$ -
464-B	WRAP ALL RCP JOINTS	90.00	LF	$ 9.00	$ 810.00	90.00	$ 810.00	0.00	$ -
465-A	FURNISH & INSTALL STANDARD 10-FT CURB INLET	1.00	EA	$ 7,750.00	$ 7,750.00	1.00	$ 7,750.00	0.00	$ -
465-B	FURNISH & INSTALL 30-IN CONCRETE S.E.T.	1.00	EA	$ 4,000.00	$ 4,000.00	1.00	$ 4,000.00	0.00	$ -
500-A	MOBILIZATION	1.00	LS	$ 2,275.00	$ 2,275.00	1.00	$ 2,275.00	0.00	$ -
506-A	SILT FENCING	100.00	LF	$ 6.00	$ 600.00	0.00	$ -	(100.00)	$ (600.00)
506-B	GUTTER BUDDY EROSION CONTROL	10.00	LF	$ 20.00	$ 200.00	0.00	$ -	(10.00)	$ (200.00)
2000	PROVIDE TV INSPECTION OF NEW STORM SEWER	90.00	LF	$ 10.00	$ 900.00	102.00	$ 1,020.00	12.00	$ 120.00
	703 LOFTIN BID SUBTOTAL				**$ 48,135.00**	**95.63%**	**$ 46,030.00**		**$ (2,105.00)**
	1925 North Dr	1.00	EA	$ 7,545.00	$ 7,545.00	1.00	$ 7,545.00	0.00	$ -
	6827 Circle Dr	1.00	EA	$ 15,000.00	$ 15,000.00	1.00	$ 15,000.00	0.00	$ -
	Hollowbrook Dr & Springbrook Dr Sinkhole	1.00	LS	$ 9,300.00	$ 9,300.00	1.00	$ 9,300.00	0.00	$ -
				$ -	$ -	0.00	$ -	0.00	$ -
	FIELD ORDERS				**$ 31,845.00**	**0.00%**	**$ 31,845.00**		**$ -**
	PROJECTED BALANCES WITH EXTRA WORK				**$ 200,038.00**	**74.37%**	**$ 176,864.00**		**$ (23,174.00)**

Original contract price:	$	168,193.00
Change in contract price from previous change orders:	$	-
Approved contract price after previous change orders:	$	168,193.00
Change in contract price due to this change order:	$	8,671.00
Adjusted contract price to date:	**$**	**176,864.00**

5.16%

Original contract end date / days:	7/31/2024
Previous Field/Change Orders	0
Current Field/Change Orders	30
Adjusted contract days to date:	8/30/2024

RECOMMENDED FOR APPROVAL: Darin Jennings, P.E.
City Engineer

Date

ACCEPTED: Capps-Capco Construction, Inc.
Contractor

Date

REVIEWED:
City Attorney's Office

Date

APPROVED: Edward Broussard
City Manager

Date

AGENDA ITEM NUMBER: C-A-

DATE APPROVED BY COUNCIL: 9/25/2024

DIRECTION
43 deg(T)
32.32299°N
095.36260°W
ACCURACY 5 m
DATUM WGS84
2024-07-25
17:06:52-05:00

DIRECTION
257 deg(T)
32.32299°N
095.36245°W
ACCURACY 4 m
DATUM WGS84
2024-07-25
17:06:31-05:00

DIRECTION
182 deg(T)
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095.29350°W
ACCURACY 5 m
DATUM WGS84
2024-06-25
08:59:40-05:00

DIRECTION
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095.29352°W
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DATUM WGS84
2024-08-20
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ACCURACY 4 m
DATUM WGS84
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DIRECTION
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ACCURACY 5 m
DATUM WGS84
2024-08-19
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DIRECTION
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095.28386°W
ACCURACY 16 m
DATUM WGS84
2024-04-15
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DIRECTION
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ACCURACY 5 m
DATUM WGS84
2024-08-29
19:59:41-05:00

DIRECTION
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32.27435°N
095.28391°W
ACCURACY 8 m
DATUM WGS84
2024-08-29
19:58:33-05:00

DIRECTION
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095.26289°W
ACCURACY 8 m
DATUM WGS84
2024-08-15
17:50:51-05:00

DIRECTION
262 deg(T)
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095.26284°W
ACCURACY 5 m
DATUM WGS84
2024-09-09
15:12:16-05:00

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-4

Date: September 25, 2024

Subject: Request that the City Council consider authorizing the City Manager to approve the final release of retainage in the amount of $23,136.31 to Donelson Construction Company, LLC, for the construction of the 2024 Tyler Pressure Pave Project.

Item Reference: **C-A-1, 02-22-2024**

On February 14, 2024, the City Council authorized the award of the 2024 Tyler Pressure Pave Project to Donelson Construction Company, LLC, in the amount of $487,726.20. The construction has been successfully completed and the total cost of the project is $485,862.51, resulting in a decrease of $1,863.51.

It is recommended that the project be accepted and that the final payment retainage in the amount of $23,136.31 be released to the contractor, Donelson Construction Company, LLC.

FUNDING: General Fund 103 (Street Commitment Fund)

RECOMMENDATION:

It is recommended that the City Council authorize the release of the final retainage payment in the amount of $23,136.31 be released to the contractor, Donelson Construction Company,

Attachments:
2024 Pressure Pave invoice revised 5 percent retainage balance

Drafted/Recommended By:
Department Leader Gary Cannon Project Manager

Edited/Submitted By:
City Manager

APPROVED
gcannon , 8/29/2024, 5:35:17 PM

DONELSON Construction Company,LLC

Ph: (417) 743-2694
Fax: (417) 743-2945
1075 Wise Hill Road, Clever, MO 65631

INVOICE 5% RETAINAGE BALANCE

May 24, 2024

Various streets

Chuck Samson
City of Tyler
511 W. Locust St
Tyler, TX 75702

The following work has been completed.

The unit prices for the separate materials are as follows (per yd2):

MAQS-PressurePave®-	$1.40
MAQS®-2 Scratch	$7.40
MAQS®-2	$7.40

Beth Dr	**From:**	Robert E. Lee Dr	**To:**	717 Beth Dr	**Yd2:**	3,620
MAQS-PressurePave®-		$5,068.00				
MAQS®-2 Scratch		$1,605.80			Scratch yd2:	217
MAQS®-2		$26,788.00				
Total		**$33,461.80**				

Elaine Dr	**From:**	Carl Dr	**To:**	east end	**Yd2:**	4,138
MAQS-PressurePave®-		$5,793.20				
MAQS®-2 Scratch		$732.60			Scratch yd2:	99
MAQS®-2		$30,621.20				
Total		**$37,147.00**				

Vivian Cir	**From:**	Beth Dr	**To:**	north CDS	**Yd2:**	1,236
MAQS-PressurePave®-		$1,730.40				
MAQS®-2 Scratch		$0.00			Scratch yd2:	-
MAQS®-2		$9,146.40				
Total		**$10,876.80**				

Fleta Ct	**From:**	Beth Dr	**To:**	north CDS	**Yd2:**	1,167
MAQS-PressurePave®-		$1,633.80				
MAQS®-2 Scratch		$0.00			Scratch yd2:	-
MAQS®-2		$8,635.80				
Total		**$10,269.60**				

Joy Dr	**From:**	Beth Dr	**To:**	Jeffery Dr	**Yd2:**	2,859
MAQS-PressurePave®-		$4,002.60				
MAQS®-2 Scratch		$1,524.40			Scratch yd2:	206
MAQS®-2		$21,156.60				
Total		**$26,683.60**				

Barentine Dr	**From:**	Jeffery Dr	**To:**	David Dr	**Yd2:**	4,254
MAQS-PressurePave®-		$5,955.60				
MAQS®-2 Scratch		$333.00			Scratch yd2:	45
MAQS®-2		$31,479.60				
Total		**$37,768.20**				

Joel Dr	**From:**	Robert E. Lee Dr	**To:**	east end	**Yd2:**	7,523
MAQS-PressurePave®-		$10,532.20				
MAQS®-2 Scratch		$4,388.20			Scratch yd2:	593
MAQS®-2		$55,670.20				
Total		**$70,590.60**				

Pam Dr	**From:**	Robert E. Lee Dr	**To:**	Greer Dr	**Yd2:**	7,560
MAQS-PressurePave®-		$10,584.00				
MAQS®-2 Scratch		$3,774.00			Scratch yd2:	510
MAQS®-2		$55,944.00				
Total		**$70,302.00**				

David Dr	**From:**	Robert E. Lee Dr	**To:**	Greer Dr	**Yd2:**	8,955
MAQS-PressurePave®-		$12,537.00				
MAQS®-2 Scratch		$5,083.80			Scratch yd2:	687
MAQS®-2		$66,267.00				
Total		**$83,887.80**				

Jeffery Dr	**From:**	Robert E. Lee Dr	**To:**	@Greer Dr	**Yd2:**	8,826
MAQS-PressurePave®-		$12,356.40				
MAQS®-2 Scratch		$4,070.00			Scratch yd2:	550
MAQS®-2		$65,312.40				
Total		**$81,738.80**				

GRAND TOTAL:	**$462,726.20**
5% RETAINAGE BALANCE:	**$23,136.31**
TOTAL THIS INVOICE:	**$23,136.31**

APPROVED
gcannon , 8/29/2024, 5:35:17 PM

Su

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-5

Date: September 25, 2024

Subject: Request that the City Council consider authorizing the City Manager to execute the Reconciliation Change Order with Platinum Paving, LLC for the Off-System (Non-TxDOT) Crossings 01 project, Bid No. 23-046, decreasing the approved contract amount by $2,236.58 (-0.22%), from $1,234,542.48 to $1,232,305.90.

Item Reference: **CC Agenda 08/23/2023, Item M-1; CC Agenda 04/24/2024, Item C-A-3**

This Capital Improvement Project (CIP) was an infrastructure maintenance project. It addressed erosion and maintenance issues at several locations and was performed by Platinum Paving, LLC. Structures had undermining repaired, and future erosion was prevented with the placement of rock riprap and toe-walls at the end of the aprons. Wingwalls were repaired or added to protect structures at their sides. The locations included:

1. West Grande Boulevard at Tributary A of West Mud Creek;
2. East Rieck Road at Rose Redman Trail and West Mud Creek;
3. North Parkdale Drive at Willow Creek;
4. South Porter Avenue and Don Street at Tributary BFM-1 of Black Fork Creek;
5. Installation of a new drainage swale and erosion control on South Porter Avenue north of Location 4 above;
6. Fair Lane at Tributary C of West Mud Creek;
7. Green Lane at Tributary C of West Mud Creek;
8. Sunnybrook Drive and Old Jacksonville Highway at Tributary C of West Mud Creek;
9. Sunnybrook Drive just upstream of Green Lane at Tributary C of West Mud Creek; and
10. North Broadway Avenue bridges at Black Fork Creek.

This project was funded with $708,995.88 from Half-Cent Sales Tax funds and $532,310.02 from Stormwater Capital Outlay Budget funds.

RECOMMENDATION:

Request that the City Council consider authorizing the City Manager to execute the Reconciliation Change Order with Platinum Paving, LLC for the Off-System (Non-TxDOT) Crossings 01 project, Bid No. 23-046, decreasing the approved contract amount by $2,236.58 (-0.22%), from $1,234,542.48 to $1,232,305.90.

Attachments:
RCO - Off-System (Non-TxDOT) Crossings 01
Don & Porter 01
Don & Porter 02
Porter Swale
Sunnybrook A 01
Sunnybrook A 02
Sunnybrook B 01
Fair Lane
Green Lane

Drafted/Recommended By:
Department Leader Paul Neuhaus, P.E., M.S. - Stormwater Management and Environmental Compliance Engineer

Edited/Submitted By:
City Manager

CONTRACT
RECONCILIATION CHANGE ORDER

PROJECT NAME: Off-System (Non-TxDOT) Crossings 01

DATE: 9/16/2024

CONTRACTOR: Platinum Paving, LLC
ADDRESS: 1415 Cable Ranch Rd, San Antonio, TX 78245
(Mailing: 817 E Center St, Sheridan, AR 72150)
PHONE NO.: 870-941-0457

BID NUMBER: 23-046

Item No.	Work Items	Qty	Units	Unit Price	SOV	Qty to Complete	Amount to Complete	Difference in Original Qty	Difference in Original Amount
1	PREPARING RIGHT OF WAY	3.00	EA	$ 2,485.43	$ 7,456.29	3.00	$ 7,456.29	0.00	$ -
2	RELOCATE EXISTING CONCRETE RIPRAP	1.00	LS	$ 7,023.54	$ 7,023.54	1.00	$ 7,023.54	0.00	$ -
3	EXCAVATION (UNCLASSIFIED)(PLAN QTY)	220.00	CY	$ 23.64	$ 5,200.80	220.00	$ 5,200.80	0.00	$ -
4	PLASTER CELLULOSE MULCH SEEDING	120.00	SY	$ 25.00	$ 3,000.00	120.00	$ 3,000.00	0.00	$ -
5	VEGETATIVE WATERING	4.00	MG	$ 650.00	$ 2,600.00	0.00	$ -	4.00	$ (2,600.00)
6	FLOWABLE FILL	243.00	CY	$ 248.27	$ 60,329.61	133.00	$ 33,019.91	110.00	$ (27,309.70)
7	REPAIR CORE HOLES IN CONCRETE RIPRAP	24.00	EA	$ 179.56	$ 4,309.44	17.00	$ 3,052.52	7.00	$ (1,256.92)
8	REPAIR CORE HOLES IN CULVERT FLOOR	6.00	EA	$ 432.05	$ 2,592.30	3.00	$ 1,296.15	3.00	$ (1,296.15)
9	FILTER FABRIC (PLAN QTY)	1045.00	SY	$ 9.70	$ 10,136.50	690.00	$ 6,693.00	355.00	$ (3,443.50)
10	RIPRAP (STONE PROTECTION)(DRY)(30IN)(36IN)	270.00	CY	$ 573.09	$ 154,734.30	381.26	$ 218,496.29	(111.26)	$ 63,761.99
11	RIPRAP (STONE PROTECTION)(DRY)(18IN)(24IN)	168.00	CY	$ 377.29	$ 63,384.72	307.18	$ 115,897.45	(139.18)	$ 52,512.73
12	RIPRAP (STONE PROTECTION)(DRY)(14IN)(18IN)	185.00	CY	$ 296.89	$ 54,924.65	217.00	$ 64,425.13	(32.00)	$ 9,500.48
13	RIPRAP (STONE PROTECTION)(DRY)(12IN)(30IN)	170.00	CY	$ 403.43	$ 68,583.10	0.00	$ -	170.00	$ (68,583.10)
14	RIPRAP (STONE PROTECTION)(DRY)(3IN)(6IN)	5.00	CY	$ 283.08	$ 1,415.40	20.33	$ 5,753.60	(15.33)	$ 4,338.20
15	RIPRAP (CONCRETE)(TOE WALL)(W GRANDE BLVD)	190.00	LF	$ 190.84	$ 36,259.60	193.00	$ 36,832.12	(3.00)	$ 572.52
16	RIPRAP (CONCRETE)(TOE WALL)(E RIECK ROAD)	50.00	LF	$ 190.84	$ 9,542.00	63.00	$ 12,022.92	(13.00)	$ 2,480.92
17	RIPRAP (CONCRETE)(TOE WALL)(N PARKDALE ROAD)	170.00	LF	$ 190.84	$ 32,442.80	151.00	$ 28,816.84	19.00	$ (3,625.96)
18	REMOVE STRUCTURE (CONCRETE)	1.00	LS	$ 5,532.08	$ 5,532.08	1.00	$ 5,532.08	0.00	$ -
19	MOBILIZATION AND BONDS	1.00	LS	$ 37,150.23	$ 37,150.23	1.00	$ 37,150.23	0.00	$ -
20	BARRICADES, SIGNS AND TRAFFIC HANDLING	6.00	MO	$ 1,700.99	$ 10,205.94	4.00	$ 6,803.96	2.00	$ (3,401.98)
21	ROCK FILTER DAMS (INSTALL)(TYPE 2)	70.00	LF	$ 119.00	$ 8,330.00	70.00	$ 8,330.00	0.00	$ -
22	ROCK FILTER DAMS (REMOVE)	70.00	LF	$ 40.00	$ 2,800.00	70.00	$ 2,800.00	0.00	$ -
23	ADS PIPE (HDPE)(36IN)(DOUBLE WALL)	25.00	LF	$ 200.00	$ 5,000.00	25.00	$ 5,000.00	0.00	$ -
24	HANDRAIL EXTENSION	20.00	LF	$ 200.00	$ 4,000.00	20.00	$ 4,000.00	0.00	$ -
25	CONSTRUCTION STAKING	1.00	LS	$ 8,500.00	$ 8,500.00	1.00	$ 8,500.00	0.00	$ -
26	EROSION CONTROL MAINTENANCE	1.00	LS	$ 10,342.58	$ 10,342.58	1.00	$ 10,342.58	0.00	$ -
27	PROJECT SIGNS	2.00	EA	$ 1,600.00	$ 3,200.00	0.00	$ -	2.00	$ (3,200.00)
28	ALLOWANCE FOR ADDITIONAL WORK - BALANCE	0.02	LS	$ 90,000.00	$ 1,852.80	0.00	$ -	0.02	$ (1,852.80)
28a	ALLOWANCE FOR ADDITIONAL WORK - SUNNYBROOK	0.77			$ 69,056.90	0.77	$ 69,056.90	0.00	$ -
28b	ALLOWANCE FOR ADDITIONAL WORK - HYDROMULCH	0.05			$ 4,732.00	0.05	$ 4,732.00	0.00	$ -
28c	ALLOWANCE FOR ADDITIONAL WORK - SUNNYBROOK ADD; 10 CY FLOWABLE FILL; 20 CY RIPRAP (12IN); 20 CY RIPRAP (6IN)	0.16			$ 14,358.30	0.12	$ 10,800.00	0.04	$ (3,558.30)
	BASE BID SUBTOTAL				**$ 708,995.88**	**102.34%**	**$ 722,034.32**		**$ 13,038.44**
A-1	PREPARING RIGHT OF WAY	1.00	EA	$ 2,284.99	$ 2,284.99	1.00	$ 2,284.99	0.00	$ -
A-2	RELOCATE EXISTING CONCRETE RIPRAP FROM BANK (PLAN QTY)	120.00	SY	$ 13.38	$ 1,605.60	240.00	$ 3,211.20	(120.00)	$ 1,605.60
A-3	PROCESS & RELOCATE EXISTING CONCRETE RIPRAP FROM CHANNEL (PLAN QTY)	135.00	SY	$ 14.62	$ 1,973.70	135.00	$ 1,973.70	0.00	$ -
A-4	FLOWABLE FILL	35.00	CY	$ 248.27	$ 8,689.45	33.00	$ 8,192.91	2.00	$ (496.54)
A-5	FILTER FABRIC (PLAN QTY)	275.00	SY	$ 9.70	$ 2,667.50	425.00	$ 4,122.50	(150.00)	$ 1,455.00
A-6	RIPRAP (STONE PROTECTION)(DRY)(30IN)(36IN)	135.00	CY	$ 573.09	$ 77,367.15	54.00	$ 30,946.86	81.00	$ (46,420.29)
A-7	RIPRAP (STONE PROTECTION)(DRY)(18IN)(18IN)	70.00	CY	$ 377.29	$ 26,410.30	79.23	$ 29,892.69	(9.23)	$ 3,482.39
A-8	RIPRAP (STONE PROTECTION)(DRY)(12IN)(12IN)	5.00	CY	$ 296.89	$ 1,484.45	31.23	$ 9,271.87	(26.23)	$ 7,787.42
A-9	RIPRAP (STONE PROTECTION)(DRY)(6IN)(12IN)	50.00	CY	$ 296.89	$ 14,844.50	70.95	$ 21,064.35	(20.95)	$ 6,219.85
A-10	RIPRAP (CONCRETE)(TOE WALL)	40.00	LF	$ 190.84	$ 7,633.60	40.00	$ 7,633.60	0.00	$ -
A-11	MOBILIZATION AND BONDS	1.00	LS	$ 11,899.54	$ 11,899.54	1.00	$ 11,899.54	0.00	$ -
A-12	BARRICADES, SIGNS AND TRAFFIC HANDLING	2.00	MO	$ 1,700.99	$ 3,401.98	2.00	$ 3,401.98	0.00	$ -
A-13	RETAINING WALL (CONCRETE BAG WALL)(15'-9"L)(6'-4"H)	1.00	EA	$ 27,206.05	$ 27,206.05	1.00	$ 27,206.05	0.00	$ -
A-14	CONSTRUCTION STAKING	1.00	LS	$ 1,500.00	$ 1,500.00	1.00	$ 1,500.00	0.00	$ -
A-15	EROSION CONTROL MAINTENANCE	1.00	LS	$ 1,800.00	$ 1,800.00	2.00	$ 3,600.00	(1.00)	$ 1,800.00
A-16	ALLOWANCE FOR ADDITIONAL WORK	1.00	LS	$ 20,000.00	$ 20,000.00	0.00	$ -	1.00	$ (20,000.00)
	ALT A - CULVERT AT DON & PORTER				**$ 210,768.81**	**70.43%**	**$ 166,202.24**		**$ (44,566.57)**
B-1	PREPARING RIGHT OF WAY	1.00	EA	$ 2,284.99	$ 2,284.99	1.00	$ 2,284.99	0.00	$ -
B-2	REMOVE ASPHALT CURB (PLAN QTY)	100.00	LF	$ 15.00	$ 1,500.00	100.00	$ 1,500.00	0.00	$ -
B-3	MISCELLANEOUS GRADING	1.00	LS	$ 3,511.77	$ 3,511.77	3.00	$ 10,535.31	(2.00)	$ 7,023.54
B-4	PLASTER CELLULOSE MULCH SEEDING	200.00	SY	$ 25.00	$ 5,000.00	200.00	$ 5,000.00	0.00	$ -
B-5	VEGETATIVE WATERING	7.00	MG	$ 650.00	$ 4,550.00	0.00	$ -	7.00	$ (4,550.00)
B-6	FILTER FABRIC (PLAN QTY)	200.00	SY	$ 9.70	$ 1,940.00	345.00	$ 3,346.50	(145.00)	$ 1,406.50
B-7	RIPRAP (STONE PROTECTION)(DRY)(30IN)(36IN)	35.00	CY	$ 573.09	$ 20,058.15	19.00	$ 10,888.71	16.00	$ (9,169.44)
B-8	RIPRAP (STONE PROTECTION)(DRY)(18IN)(18IN)	35.00	CY	$ 377.29	$ 13,205.15	44.23	$ 16,687.54	(9.23)	$ 3,482.39
B-9	RIPRAP (STONE PROTECTION)(DRY)(6IN)(12IN)	25.00	CY	$ 296.89	$ 7,422.25	50.95	$ 15,126.55	(25.95)	$ 7,704.30
B-10	RIPRAP (STONE PROTECTION)(DRY)(3IN)(6IN)	15.00	CY	$ 283.08	$ 4,246.20	0.00	$ -	15.00	$ (4,246.20)
B-11	RECESSED INLET TYPE APPROACH	1.00	LS	$ 1,200.00	$ 1,200.00	1.00	$ 1,200.00	0.00	$ -
B-12	MOBILIZATION AND BONDS	1.00	LS	$ 8,500.00	$ 8,500.00	1.00	$ 8,500.00	0.00	$ -
B-13	BARRICADES, SIGNS AND TRAFFIC HANDLING	1.00	MO	$ 1,700.99	$ 1,700.99	1.00	$ 1,700.99	0.00	$ -
B-14	ROCK FILTER DAMS (INSTALL)(TYPE 2)	30.00	LF	$ 119.00	$ 3,570.00	30.00	$ 3,570.00	0.00	$ -
B-15	ROCK FILTER DAMS (REMOVE)	30.00	LF	$ 40.00	$ 1,200.00	30.00	$ 1,200.00	0.00	$ -
B-16	CONCRETE CURB & GUTTER	16.00	LF	$ 175.00	$ 2,800.00	16.00	$ 2,800.00	0.00	$ -
B-17	CONCRETE FLUME (PLAN QTY)	10.00	SY	$ 125.00	$ 1,250.00	10.00	$ 1,250.00	0.00	$ -
B-18	CONSTRUCTION STAKING	1.00	LS	$ 1,500.00	$ 1,500.00	1.00	$ 1,500.00	0.00	$ -
B-19	EROSION CONTROL MAINTENANCE	1.00	LS	$ 1,800.00	$ 1,800.00	1.00	$ 1,800.00	0.00	$ -
	ALT B - SWALE NORTH OF DON & PORTER				**$ 87,239.50**	**76.08%**	**$ 88,890.58**		**$ 1,651.08**
F-1	FAIR LN								
	MOBILIZATION AND BONDS	1.00	LS	$ 8,500.00	$ 8,500.00	1.00	$ 8,500.00	1.00	$ -
	BARRICADES, SIGNS AND TRAFFIC HANDLING	0.50	MO	$ 1,700.99	$ 850.50	0.50	$ 850.50	0.50	$ -
	PREP ROW	1.00	LS	$ 2,485.43	$ 2,485.43	1.00	$ 2,485.43	1.00	$ -
	CONSTRUCTION STAKING	1.00	LS	$ 1,500.00	$ 1,500.00	1.00	$ 1,500.00	1.00	$ -
	FILTER FABRIC (PLAN QTY)	110.00	SY	$ 9.70	$ 1,067.00	0.00	$ -	0.00	$ (1,067.00)
	RIPRAP (STONE PROTECTION)(DRY)(12IN)(12IN)	35.00	CY	$ 296.89	$ 10,391.15	40.85	$ 12,127.96	40.85	$ 1,736.81
	REPAIR CORE HOLES IN CONCRETE RIPRAP	3.00	EA	$ 432.05	$ 1,296.15	3.00	$ 1,296.15	3.00	$ -
	FLOWABLE FILL	10.00	CY	$ 248.27	$ 2,482.70	10.00	$ 2,482.70	10.00	$ -
	EROSION CONTROL MAINTENANCE	1.00	LS	$ 1,800.00	$ 1,800.00	0.00	$ -	0.00	$ (1,800.00)
	GROUT/REPAIR STONE WALL	300.00	SF	$ 15.00	$ 4,500.00	0.00	$ -	0.00	$ (4,500.00)
	R/R FENCING	45.00	LF	$ 65.00	$ 2,925.00	0.00	$ -	0.00	$ (2,925.00)
	CHANGE ORDER #01 - FAIR LN				**$ 37,797.93**	**100.00%**	**$ 29,242.73**		**$ (8,555.19)**
F-2	PARKDALE ADD								
	MOBILIZATION AND BONDS	1.00	LS	$ 8,500.00	$ 8,500.00	1.00	$ 8,500.00	0.00	$ -
	FILTER FABRIC (PLAN QTY)	130.00	SY	$ 9.70	$ 1,261.00	130.00	$ 1,261.00	0.00	$ -
	RIPRAP (STONE PROTECTION)(DRY)(12IN)(12IN)	50.00	CY	$ 296.89	$ 14,844.50	50.00	$ 14,844.50	0.00	$ -
	CURB	1.00	LS	$ 4,400.00	$ 4,400.00	1.00	$ 4,400.00	0.00	$ -
	DRIVEWAY	1.00	LS	$ 3,600.00	$ 3,600.00	1.00	$ 3,600.00	0.00	$ -
	CHANGE ORDER #01 - PARKDALE ADD - COMPLETE				**$ 32,605.50**	**100.00%**	**$ 32,605.50**		**$ -**
F-3	GRANDE ADD								
	MOBILIZATION AND BONDS	1.00	LS	$ 8,500.00	$ 8,500.00	1.00	$ 8,500.00	0.00	$ -
	FILTER FABRIC (PLAN QTY)	90.00	SY	$ 9.70	$ 873.00	90.00	$ 873.00	0.00	$ -

	RIPRAP (STONE PROTECTION)(DRY)(12IN)(12IN)	45.00	CY	$	296.89	$	13,360.05	45.00	$	13,360.05	0.00	$ -
	MISC GRADING	1.00	LS	$	1,400.00	$	1,400.00	1.00	$	1,400.00	0.00	$ -
	CHANGE ORDER #01 - GRANDE ADD - COMPLETE					**$**	**24,133.05**	**100.00%**	**$**	**24,133.05**		**$ -**
F-4	GREEN LN											
	MOBILIZATION AND BONDS	1.00	LS	$	4,500.00	$	4,500.00	1.00	$	4,500.00	1.00	$ -
	BARRICADES, SIGNS AND TRAFFIC HANDLING	0.25	MO	$	1,700.99	$	425.25	0.25	$	425.25	0.25	$ -
	MISC CONCRETE REMOVAL	1.00	LS	$	4,000.00	$	4,000.00	1.00	$	4,000.00	1.00	$ -
	FILTER FABRIC (PLAN QTY)	100.00	SY	$	9.70	$	970.00	100.00	$	970.00	100.00	$ -
	RIPRAP (STONE PROTECTION)(DRY)(12IN)(12IN)	40.00	CY	$	296.89	$	11,875.60	39.65	$	11,771.69	39.65	$ (103.91)
	REPAIR CORE HOLES IN CONCRETE RIPRAP	3.00	EA	$	432.05	$	1,296.15	0.00	$	-	0.00	$ (1,296.15)
	FLOWABLE FILL	20.00	CY	$	248.27	$	4,965.40	10.00	$	2,482.70	10.00	$ (2,482.70)
	CHANGE ORDER #01 - GREEN LN					**$**	**28,032.40**	**100.00%**	**$**	**24,149.64**		**$ (3,882.76)**
D-1	PREPARING RIGHT OF WAY (PER BRIDGE)	2.00	EA	$	2,284.99	$	4,569.98	2.00	$	4,569.98	2.00	$ -
D-2	CLEAR BRUSH FROM CONCRETE RIPRAP AND SEAL JOINTS (4 PER BRIDGE)	8.00	EA	$	1,250.00	$	10,000.00	8.00	$	10,000.00	8.00	$ -
D-3	RELOCATE EXISTING CONCRETE RIPRAP	1.00	LS	$	7,023.54	$	7,023.54	1.00	$	7,023.54	1.00	$ -
D-4	MISCELLANEOUS GRADING	2.00	EA	$	3,511.77	$	7,023.54	2.00	$	7,023.54	2.00	$ -
D-5	FLOWABLE FILL	12.00	CY	$	248.27	$	2,979.24	10.00	$	2,482.70	10.00	$ (496.54)
D-6	FILTER FABRIC (PLAN QTY)	700.00	SY	$	9.70	$	6,790.00	700.00	$	6,790.00	700.00	$ -
D-7	RIPRAP (STONE PROTECTION)(DRY)(12IN)(18IN)	10.00	CY	$	296.89	$	2,968.90	35.91	$	10,661.32	35.91	$ 7,692.42
D-8	RIPRAP (STONE PROTECTION)(DRY)(12IN)(12IN)	65.00	CY	$	296.89	$	19,297.85	134.85	$	40,035.62	134.85	$ 20,737.77
D-9	RIPRAP (STONE PROTECTION)(DRY)(6IN)(12IN)	150.00	CY	$	296.89	$	44,533.50	95.93	$	28,480.66	95.93	$ (16,052.84)
D-10	MOBILIZATION AND BONDS	1.00	LS	$	8,500.00	$	8,500.00	1.00	$	8,500.00	1.00	$ -
D-11	BARRICADES, SIGNS AND TRAFFIC HANDLING	1.00	MO	$	1,700.99	$	1,700.99	1.00	$	1,700.99	1.00	$ -
D-12	ROCK FILTER DAMS (INSTALL)(TYPE 2)	186.00	LF	$	119.00	$	22,134.00	0.00	$	-	0.00	$ (22,134.00)
D-13	ROCK FILTER DAMS (REMOVE)	60.00	LF	$	40.00	$	2,400.00	0.00	$	-	0.00	$ (2,400.00)
D-14	CONSTRUCTION STAKING	1.00	LS	$	1,500.00	$	1,500.00	0.00	$	-	0.00	$ (1,500.00)
D-15	EROSION CONTROL MAINTENANCE	1.00	LS	$	1,800.00	$	1,800.00	0.50	$	900.00	0.50	$ (900.00)
	CHANGE ORDER #01 - NORTH BROADWAY BRIDGES					**$**	**143,221.54**	**0.00%**	**$**	**128,168.34**		**$ (15,053.20)**
	Sunnybrook Box Repair	1.00	LS	$	10,719.50	$	10,719.50	100.00%	$	10,719.50	1.00	$ -
	1921 New Copeland Rd Curb Repair	1.00	LS	$	660.00	$	660.00	100.00%	$	660.00	1.00	$ -
	3200 Old Bullard Rd	1.00	LS	$	5,500.00	$	5,500.00	100.00%	$	5,500.00	1.00	$ -
						$	-	0.00%	$	-	0.00	$ -
						$	-	0.00%	$	-	0.00	$ -
	FIELD ORDERS -					**$**	**16,879.50**	**100.00%**	**$**	**16,879.50**		**$ -**
	PROJECTED BALANCES WITH EXTRA WORK					**$**	**1,289,674.10**		**$ 1,232,305.90**			**$ (57,368.21)**

Original contract price:	$	1,007,004.19
Change in contract price from previous change orders:	$	227,538.29
Approved contract price after previous Cos:	$	1,234,542.48
Change in contract price due to this change order:	$	(2,236.58)
Adjusted contract price to date:	**$**	**1,232,305.90**

-0.22%

Original contract end date:	4/9/2024
Change in contract days from previous change orders:	45
Change in contract days due to this change order:	112
Adjusted contract end date:	9/13/2024

RECOMMENDED FOR APPROVAL: Darin Jennings, P.E.
City Engineer

Date

ACCEPTED: Platinum Paving, LLC
Contractor

Date

REVIEWED:
City Attorney's Office

Date

APPROVED: Edward Broussard
City Manager

Date

AGENDA ITEM NUMBER: C-A-

DATE APPROVED BY COUNCIL: 09/25/2024

DIRECTION
110 deg(T)
32.34051°N
095.27783°W
ACCURACY 4 m
DATUM WGS84
2024-06-12
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DIRECTION
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095.30755°W
ACCURACY 11 m
DATUM WGS84
2024-02-19
08:37:07-06:00

DIRECTION
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ACCURACY 4 m
DATUM WGS84
2024-02-19
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DIRECTION
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ACCURACY 5 m
DATUM WGS84
2024-05-07
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DIRECTION
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ACCURACY 5 m
DATUM WGS84
2024-05-12
10:22:41-05:00

DIRECTION
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095.30662°W
ACCURACY 4 m
DATUM WGS84
2024-07-15
09:14:51-05:00

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-6

Date: September 25, 2024

Subject: Request that the City Council consider authorizing the City Manager to execute and add Work Order #01 to the Master Services Agreement with Elledge Engineering Corp. for the design and construction phase services, as they relate to the Stormwater Repair Projects 2025 for $112,000.00.

Item Reference: **CC 10/11/2023, Item C-A-5**

The scope of this Capital Improvement Project (CIP) is to repair failing stormwater infrastructure for the City of Tyler. The failing assets are at five (5) locations and include:

1. 1100 East Lake Street (erosion and a failed reinforced concrete pipe (RCP) and outfall);
2. 1647 Mims Drive (erosion, failing inlet boxes, and separated RCP causing roadway failure);
3. 516 East 6th Street (erosion, failing deep inlet boxes, and separated RCP eventually causing roadway failure);
4. 1902 Sybil Lane (erosion and a failed reinforced concrete pipe (RCP) and outfall, jeopardizing a private retaining wall); and
5. 2305 East 5th Street (erosion and undermined culvert, headwall, and wingwalls).

The design engineering work for the 1100 East Lake Street structure are completed; this scope includes the construction inspection services. The other locations require the full scope of services.

This project is to be funded from the Stormwater Capital Outlay Budget.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to execute and add Work Order #01 to the Master Services Agreement with Elledge Engineering Corp. for the design and construction phase services, as they relate to the Stormwater Repair Projects 2025 for $112,000.00.

Attachments:
2024-07-03 EA MSA WO #01 - SW Repair Projects 2025
Lake 01
Lake 02
Mims 01
Mims 02

E 6th 01
E 6th 02
Sybil
E 5th

Drafted/Recommended By:
Department Leader Paul Neuhaus, P.E., M.S. - Stormwater Management and Environmental Compliance Engineer

Edited/Submitted By:
City Manager

INDEX OF EXHIBITS

Exhibit A - E/A's Work Order / Scope of Services

Exhibit B – E/A's PROJECT Schedule

Exhibit C – E/A's Fee Schedule and 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 Work Order / Scope of Services

WORK ORDER FOR PROFESSIONAL SERVICES

PROJECT: Stormwater Repair Projects 2025
WORK ORDER NUMBER: 01

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

ENGINEER shall provide engineering services for the OWNER in accordance with the STANDARD FORM OF AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES (hereinafter called the CONTRACT) dated November 27, 2023. The scope of services for this part of the work is generally as follows:

1) SECTION 1.2 – During the Preliminary Report Phase the ENGINEER shall: Provide the services described in SECTION 1.2 of the CONTRACT.

2) SECTION 1.3 – During the Preliminary Design Phase the ENGINEER shall: Provide the services described in SECTION 1.3 of the CONTRACT.

3) SECTION 1.4 – During the Final Design Phase the ENGINEER shall: Provide the services described in SECTION 1.4 of the CONTRACT.

4) SECTION 1.5 – During the Bidding and Negotiation Phase the ENGINEER shall: Provide the services described in SECTION 1.5 of the CONTRACT.

5) SECTION 1.6 – During the Construction Phase the Engineer shall: Provide the services described relating to bidding in SECTION 1.6 of the CONTRACT.

6) Project Specific Scope and Fees: PROJECT scope details are attached to this Work Order and fees for said scope are included.

7) PROJECT Schedule: The ENGINEER shall perform services for the PROJECT in accordance with the schedule in Exhibit B.

8) OWNER's Responsibilities: The OWNER's responsibilities shall be as described in SECTION 3 of the AGREEMENT.

9) Method of payment for various project components: OWNER shall pay the ENGINEER for services rendered as provided for in SECTION 5 of the said AGREEMENT unless modified herein and agreed to in writing by both parties to said contract.

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order No. _ to the CONTRACT dated November 27, 2023 on the _____ _____ day of _____ , 2024.

OWNER:	ENGINEER:
CITY OF TYLER, TEXAS	_____
BY:_____	BY:_____
ATTEST:_____	ATTEST:_____
DATE:_____	DATE:_____

Half Cent Sales Tax Board Approval Date: N/A

City Council Approval Date: September 25, 2024 Agenda Item Number: C-A-

City of Tyler

Off-System (Non-TxDOT) Bridge Maintenance
5 Locations

8/27/2024

Scope of Work	
Preliminary Phase	
>	Consult with Owner to determine requirements of the Project.
>	Review Watershed and Floodplain Information for 5 locations
>	Determine flowrate at each location based on Ultimate Development
>	Design the channel configuration and protection to accommodate ultimate flows
>	Design structural repairs to existing structures, as required.
>	Prepare the preliminary plans for the proposed improvements at each of the 5 locations
>	Prepare a report outlining the proposed options at each of the 5 locations.
Design Phase	
>	Prepare detailed construction drawings and specifications for the Project.
>	Advise the Owner of any adjustment in the opinion of probable cost for the project caused by changes in scope, design requirements, sketch and furnish an updated opinion of probable cost based on the completed design package.
>	Prepare proposal forms, notice to bidders and contract documents for submission by the Owner to their attorney
>	Furnish to the Owner five complete sets of contract documents for execution
>	Meet with Owner to review Plans
Construction Phase	
>	Assist owner in securing bids including notification of perspective bidders and plan rooms
>	Assist Owner in opening, tabulation and analysis of bids and furnish information gathered from references to aid in the award of the contract.
>	Assist in the preparation of formal contract documents for award of contract.
>	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, if required.
>	Make periodic site visits to observe the general progress and quality of work to determine if the work is proceeding in accordance with the Contract Documents
>	Check submittals for compliance with the contract plans and specifications.
>	Consult and advise with the Owner and act as the Owner's representative at the Project Site; issue instructions of the Owner to the contractor that do not conflict with good engineering practices.
>	Review monthly and final estimates from contractor for payment and determine if the work progress justifies the pay request
>	Prepare Contract Change Order, as required.
>	Conduct a final inspection of the completed work and issue a punch list of items that require correction. Re-inspect as required.
>	Revise the Contract Drawings to reflect "as-built" conditions of the project and furnish one set of the revised drawing to the owner on paper and as a pdf file.
Additional Services	
>	Preparation of Design Surveys
>	Prepare Easements
>	Negotiate Easements
>	Construction Observation (Part Time)

City of Tyler

Off-System
(Non-TxDOT)
Bridge Maintenance

Preliminary List of Drawings

8/27/2024

Sheet No.	Sheet Title
	General Sheets
C1.1	Cover Sheet
C1.2	General Notes
C1.3	Quantities
	1100 LAKE STREET
C2.1	Demolition Plan
C2.2	Site Plan
C2.3	Profile & Cross Sections
C2.4	Cross Sections
	1647 MIMS DRIVE
C3.1	Demolition Plan
C3.2	Site Plan
C3.3	Grading Plan
C3.4	Cross Sections
C3.5	Inlet Repair Details
	516 E 6th STREET
C4.1	Demolition Plan
C4.2	Site Plan
C4.3	Cross Sections
C4.4	Inlet construction Details
	1902 SYBIL LANE
C5.1	Demolition Plan
C5.2	Site Plan
C5.3	Cross Section
C5.4	Channel Details
	2305 E 5th STREET
C6.1	Demolition Plan
C6.2	Site Plan
C6.3	Cross Sections
	Miscellaneous Detail Sheets
C9.1	City of Tyler Details
C9.2	City of Tyler Details
C9.3	City of Tyler Details
C9.4	TxDOT Details
C9.5	Flowable Fill Specifications

City of Tyler

Off-System (Non-TxDOT) Bridge Maintenance
5 Locations

Opinion of Probable Cost
8/27/2024

1100 EAST LAKE STREET					
TxDOT ITEM	Quantity	Unit	Description	Unit Cost	Total Cost
100	1	EA	PREPARING RIGHT OF WAY	$5,000.00	$5,000.00
104	4	EA	REMOVE CONCRETE (48-INCH RCP)	$500.00	$2,000.00
132	350	CY	COMPACTED SELECT MATERIAL (PLAN QUANTITY)	$70.00	$24,500.00
164	1000	SY	HYDROMULCH	$3.00	$3,000.00
403	50	SY	TEMPORARY SPECIAL SHORING (AS NEEDED)	$50.00	$2,500.00
432	400	SY	FILTER FABRIC	$12.00	$4,800.00
432	35	CY	RIPRAP (STONE PROTECTION)(DRY)(6IN)(12IN)	$325.00	$11,375.00
462	50	CY	GRAVEL BEDDING (1" - 2" ANGULAR STONE)	$300.00	$15,000.00
464	32	LF	RC PIPE (CLIII)(48IN)	$300.00	$9,600.00
464	1	EA	RC PIPE (CLIII)(48IN)(15 DEGREE BEND)	$300.00	$300.00
466	1	EA	HEADWALL (CH-FW-0)(DIA=48IN)	$30,000.00	$30,000.00
500	1	LS	MOBILIZATION AND BONDS	$5,000.00	$5,000.00
502	1	MO	BARRICADES, SIGNS AND TRAFFIC HANDLING	$1,700.00	$1,700.00
506	20	LF	ROCK FILTER DAMS (INSTALL)(TYPE 2)	$119.00	$2,380.00
506	20	LF	ROCK FILTER DAMS (REMOVE)	$40.00	$800.00
506	50	LF	TEMPORARY SEDIMENT CONTROL FENCE (INSTALL)	$4.00	$200.00
506	50	LF	TEMPORARY SEDIMENT CONTROL FENCE (REMOVE)	$2.00	$100.00
N/A	1	LS	ALLOWANCE FOR ADDITIONAL WORK	$15,000.00	$15,000.00
	SUBTOTAL - 1100 EAST LAKE STREET				$133,255.00

City of Tyler

Off-System (Non-TxDOT) Bridge Maintenance
5 Locations

Opinion of Probable Cost
8/27/2024

TxDOT ITEM	Quantity	Unit	Description	Unit Cost	Total Cost
1647 MIMS DRIVE					
100	1	EA	PREPARING RIGHT OF WAY	$10,000.00	$10,000.00
104	1	EA	REMOVE CONCRETE (48-INCH RCP)	$2,000.00	$2,000.00
104	1	EA	REMOVE EXISTING INLET	$2,000.00	$2,000.00
104	20	LF	REMOVE EXISTNG CURB & GUTTER	$20.00	$400.00
105	50	SY	REMOVE EXISTNG ASPHALT	$5.00	$250.00
110	100	CY	UNCLASSIFIED EXCAVATION	$15.00	$1,500.00
132	100	CY	COMPACTED SELECT MATERIAL (PLAN QUANTITY)	$70.00	$7,000.00
164	1000	SY	HYDROMULCH	$3.00	$3,000.00
150	1	LS	MISC. GRADE WORK	$5,000.00	$5,000.00
341	50	SY	ASPHALT PAVEMENT REPAIR	$100.00	$5,000.00
403	50	SY	TEMPORARY SPECIAL SHORING (AS NEEDED)	$50.00	$2,500.00
432	125	SY	FILTER FABRIC	$12.00	$1,500.00
432	35	CY	RIPRAP (STONE PROTECTION)(DRY)(6IN)(12IN)	$325.00	$11,375.00
462	10	CY	GRAVEL BEDDING (1" - 2" ANGULAR STONE)	$300.00	$3,000.00
464	16	LF	RC PIPE (CLIII)(48IN)	$300.00	$4,800.00
465	1	EA	INLET (COMP)(10')(CURB)(SAG)	$15,000.00	$15,000.00
465	1	LS	INLET REPAIR (MISC)	$10,000.00	$10,000.00
466	2	EA	WINGWALL (PW-1)(HW=7.5FT)(LENGTH=10FT)	$15,000.00	$30,000.00
500	1	LS	MOBILIZATION AND BONDS	$5,000.00	$5,000.00
502	1	MO	BARRICADES, SIGNS AND TRAFFIC HANDLING	$1,700.00	$1,700.00
506	20	LF	ROCK FILTER DAMS (INSTALL)(TYPE 2)	$119.00	$2,380.00
506	20	LF	ROCK FILTER DAMS (REMOVE)	$40.00	$800.00
506	50	LF	TEMPORARY SEDIMENT CONTROL FENCE (INSTALL)	$4.00	$200.00
506	50	LF	TEMPORARY SEDIMENT CONTROL FENCE (REMOVE)	$2.00	$100.00
N/A	1	LS	ALLOWANCE FOR ADDITIONAL WORK	$15,000.00	$15,000.00
	SUBTOTAL - 1647 MIMS DRIVE				**$139,505.00**

City of Tyler

Off-System (Non-TxDOT) Bridge Maintenance
5 Locations

Opinion of Probable Cost
8/27/2024

TxDOT ITEM	Quantity	Unit	Description	Unit Cost	Total Cost
516 EAST 6TH STREET					
100	1	EA	PREPARING RIGHT OF WAY	$10,000.00	$10,000.00
104	1	EA	REMOVE CONCRETE (48-INCH RCP)	$3,000.00	$3,000.00
104	1	EA	REMOVE EXISTING INLET	$2,000.00	$2,000.00
105	100	SY	REMOVE EXISTNG ASPHALT	$5.00	$500.00
110	100	CY	UNCLASSIFIED EXCAVATION	$15.00	$1,500.00
132	100	CY	COMPACTED SELECT MATERIAL (PLAN QUANTITY)	$70.00	$7,000.00
164	1000	SY	HYDROMULCH	$3.00	$3,000.00
341	100	SY	ASPHALT PAVEMENT REPAIR	$100.00	$10,000.00
403	100	SY	TEMPORARY SPECIAL SHORING (AS NEEDED)	$50.00	$5,000.00
432	125	SY	FILTER FABRIC	$12.00	$1,500.00
432	35	CY	RIPRAP (STONE PROTECTION)(DRY)(6IN)(12IN)	$325.00	$11,375.00
450	35	LF	RAIL (HANDRAIL)(TY F)	$75.00	$2,625.00
462	10	CY	GRAVEL BEDDING (1" - 2" ANGULAR STONE)	$300.00	$3,000.00
465	2	EA	INLET (COMP)(10')(CURB)(SAG)	$15,000.00	$30,000.00
466	2	EA	WINGWALL (PW-1)(HW=15FT)(LENGTH=10FT)	$20,000.00	$40,000.00
500	1	LS	MOBILIZATION AND BONDS	$5,000.00	$5,000.00
502	1	MO	BARRICADES, SIGNS AND TRAFFIC HANDLING	$1,700.00	$1,700.00
506	20	LF	ROCK FILTER DAMS (INSTALL)(TYPE 2)	$119.00	$2,380.00
506	20	LF	ROCK FILTER DAMS (REMOVE)	$40.00	$800.00
506	50	LF	TEMPORARY SEDIMENT CONTROL FENCE (INSTALL)	$4.00	$200.00
506	50	LF	TEMPORARY SEDIMENT CONTROL FENCE (REMOVE)	$2.00	$100.00
529	150	LF	CURB & GUTTER	$50.00	$7,500.00
N/A	1	LS	ALLOWANCE FOR ADDITIONAL WORK	$15,000.00	$15,000.00
	SUBTOTAL - 516 EAST 6TH STREET				**$163,180.00**

City of Tyler

Off-System (Non-TxDOT) Bridge Maintenance
5 Locations

Opinion of Probable Cost
8/27/2024

TxDOT ITEM	Quantity	Unit	Description	Unit Cost	Total Cost
1902 SYBIL LANE					
100	1	EA	PREPARING RIGHT OF WAY	$10,000.00	$10,000.00
104	1	EA	REMOVE CONCRETE (30-INCH RCP)	$500.00	$500.00
110	200	CY	UNCLASSIFIED EXCAVATION	$15.00	$3,000.00
132	100	CY	COMPACTED SELECT MATERIAL (PLAN QUANTITY)	$70.00	$7,000.00
164	500	SY	HYDROMULCH	$3.00	$1,500.00
403	100	SY	TEMPORARY SPECIAL SHORING (AS NEEDED)	$50.00	$5,000.00
420	10	CY	SEAL SLAB	$400.00	$4,000.00
432	35	CY	CLASS A CONC (SLAB)	$700.00	$24,500.00
432	30	CY	CLASS A CONC (WALL)	$900.00	$27,000.00
432	125	SY	FILTER FABRIC	$12.00	$1,500.00
432	50	CY	RIPRAP (STONE PROTECTION)(DRY)(18IN)(24IN)	$400.00	$20,000.00
450	80	LF	RAIL (HANDRAIL)(TY F)	$75.00	$6,000.00
500	1	LS	MOBILIZATION AND BONDS	$5,000.00	$5,000.00
506	20	LF	ROCK FILTER DAMS (INSTALL)(TYPE 2)	$119.00	$2,380.00
506	20	LF	ROCK FILTER DAMS (REMOVE)	$40.00	$800.00
506	50	LF	TEMPORARY SEDIMENT CONTROL FENCE (INSTALL)	$4.00	$200.00
506	50	LF	TEMPORARY SEDIMENT CONTROL FENCE (REMOVE)	$2.00	$100.00
N/A	1	LS	ALLOWANCE FOR ADDITIONAL WORK	$15,000.00	$15,000.00
	SUBTOTAL - 1902 SYBIL LANE				**$133,480.00**

City of Tyler

Off-System (Non-TxDOT) Bridge Maintenance
5 Locations

Opinion of Probable Cost
8/27/2024

TxDOT ITEM	Quantity	Unit	Description	Unit Cost	Total Cost
			2305 E 5th STREET		
100	1	EA	PREPARING RIGHT OF WAY	$5,000.00	$5,000.00
110	30	CY	UNCLASSIFIED EXCAVATION	$15.00	$450.00
164	200	SY	HYDROMULCH	$3.00	$600.00
432	3	CY	FLOWABLE FILL	$300.00	$900.00
432	125	SY	FILTER FABRIC	$12.00	$1,500.00
432	50	CY	RIPRAP (STONE PROTECTION)(DRY)(12IN)(24IN)	$400.00	$20,000.00
500	1	LS	MOBILIZATION AND BONDS	$5,000.00	$5,000.00
506	20	LF	TEMPORARY SEDIMENT CONTROL FENCE (INSTALL)	$4.00	$80.00
506	20	LF	TEMPORARY SEDIMENT CONTROL FENCE (REMOVE)	$2.00	$40.00
N/A	1	LS	ALLOWANCE FOR ADDITIONAL WORK	$5,000.00	$5,000.00
	SUBTOTAL - 2305 E 5th STREET				**$38,570.00**
	SUBTOTAL CONSTRUCTION				**$607,990.00**
	Engineering				$45,000.00
	Surveying, Design				$12,000.00
	Easement Preparation (2 Required)				$5,000.00
	Easement Negotiation (2 Required)				$5,000.00
	Construction Observation				$45,000.00
	TOTAL PROJECT COST				**$719,990.00**

City of Tyler

Off-System (Non-TxDOT) Bridge Maintenance
5 Locations

Engineering Fee Estimate & 2024 Rate Schedule
8/27/2024

ENGINEERING FEE ESTIMATE	
Basic Services	**Fee Estimate**
Plan Preparation	$ 27,000.00
Contracts & Specifications	$ 6,750.00
Bids Phase	$ 2,250.00
Construction Engineering	$ 9,000.00
Additional Services	
Surveying, Design	$ 12,000.00
Easement Preparation (2 Required)	$ 5,000.00
Easement Negotiation (2 Required)	$ 5,000.00
Construction Observation*	$ 45,000.00
* Construction Observation will be billed at an hourly rate not to exceed the amount shown. All other fees will be billed as a lump sum not to exceed the amount shown.	

2024 Rate Schedule	
Staff Classification	**Rate / hr.**
Principal/President	$200
Project Manager	$175
Sr. Design Engineer	$150
Design Draftsman, Engineering Technician	$100
Project Inspector	$95
Secretary	$75

Exhibit B - E/A's PROJECT Schedule

City of Tyler

Off-System (Non-TxDOT) Bridge Maintenance
5 Locations

Estimated Project Schedule
8/27/2024

TASK	EST. COMPLETION DATE
Surveying, Design	12/1/2024
Preliminary Design	1/15/2025
Final Plan Preparation	2/15/2025
Contracts & Specifications	2/28/2025
Bid Phase	3/25/2025
Construction Engineering	9/30/2025
Construction Observation	9/30/2025

Exhibit C - E/A's Rate Schedule and Hourly Fees

City of Tyler

Off-System (Non-TxDOT) Bridge Maintenance
5 Locations

Engineering Fee Estimate & 2024 Rate Schedule
8/27/2024

ENGINEERING FEE ESTIMATE	
Basic Services	**Fee Estimate**
Plan Preparation	$ 27,000.00
Contracts & Specifications	$ 6,750.00
Bids Phase	$ 2,250.00
Construction Engineering	$ 9,000.00
Additional Services	
Surveying, Design	$ 12,000.00
Easement Preparation (2 Required)	$ 5,000.00
Easement Negotiation (2 Required)	$ 5,000.00
Construction Observation*	$ 45,000.00
* Construction Observation will be billed at an hourly rate not to exceed the amount shown. All other fees will be billed as a lump sum not to exceed the amount shown.	

2024 Rate Schedule	
Staff Classification	**Rate / hr.**
Principal/President	$200
Project Manager	$175
Sr. Design Engineer	$150
Design Draftsman, Engineering Technician	$100
Project Inspector	$95
Secretary	$75

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

ELLEENG-01 BDANSBY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/6/2024

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 License # 1057464 INSURICA 4802 Kinsey Drive Tyler, TX 75703	CONTACT NAME: Becky Dansby, ACSR PHONE (A/C, No, Ext): (903) 939-6412 FAX (A/C, No): (903) 509-8818 E-MAIL ADDRESS: Becky.Dansby@INSURICA.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Sentinel Insurance Company, Ltd. — 11000
INSURED Elledge Engineering Corporation P.O. Box 7110 Tyler, TX 75711	INSURER B : Hartford Accident and Indemnity Co. — 22357
	INSURER C : Hartford Fire Insurance Company — 19682
	INSURER D : Beazley America Insurance Company, Inc.
	INSURER E :
	INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	46SBAUM5441	5/6/2024	5/6/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EPLI	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 10,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X	X	46UECKI4382	5/6/2024	5/6/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	X	X	46SBAUM5441	5/6/2024	5/6/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	46WBCAP2207	5/6/2024	5/6/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liab	X	X	C1875F241001	5/6/2024	5/6/2025	**SEE BELOW	

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

PROFESSIONAL LIABIITY: LIMITS $1,000,000 EACH CLAIM/$2,000,000 AGGREGATE

CERTIFICATE HOLDER

CITY OF TYLER
P.O. BOX 2039
Tyler, TX 75710

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Checklist: Certificate(s) of Insurance

*** Provided only as a courtesy ***

[See generally Section 7.3 Insurance for contract insurance requirements]

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

ENDORSEMENTS

[Endorsements Shall Be Inserted Here]

<table>
<tr><td colspan="3">* ENDORSEMENT(S) REQUIRED</td></tr>
<tr><td colspan="2">Name of Additional Insured Person(s)
or Organization(s):
City of Tyler
P.O. Box 2039
Tyler, TX 75710</td><td>Location(s) of Covered Operations:

PROJECT [insert project name],
Dated [insert month and year of contract].</td></tr>
<tr><td colspan="3">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.</td></tr>
<tr><td colspan="3">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]</td></tr>
<tr><td>Option
1</td><td colspan="2">FORM: CG 20 10 10 01
Additional Insured - Owners, Lessees, or Contractors – Scheduled Person or Organization

AND
FORM: CG 20 37 07 04
Additional Insured – Owners, Lessees, or Contractors – Completed Operations</td></tr>
<tr><td colspan="3">OR</td></tr>
<tr><td>Option
2</td><td colspan="2">FORM: CG 20 10 07 04
Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization

AND
FORM: CG 20 37 07 04
Additional Insured – Owners, Lessees, or Contractors – Completed Operations</td></tr>
<tr><td colspan="3">OR</td></tr>
<tr><td>Option
3</td><td colspan="2">FORM: GA 4113 11 99
Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization – Your Work
AND
FORM: GA 233 02 07
Contractors’ Commercial General Liability Broadened – with coverage for Completed Operations in conformance to specific written contract</td></tr>
<tr><td colspan="3">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]</td></tr>
<tr><td colspan="3">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]</td></tr>
</table>

LOSS PAYEE: FORM SS 12 17
SEE FORM IH 12 00

Form Numbers of Forms and Endorsements that apply:

SS 00 01 03 14	SS 00 05 10 08	SS 00 07 07 05	SS 00 08 04 05
SS 00 60 09 15	SS 00 61 07 19	SS 00 64 09 16	SS 84 32 09 07
SS 10 11 10 15	SS 42 06 03 17	SS 04 15 07 05	SS 04 19 04 09
SS 04 22 07 05	SS 04 30 07 05	SS 04 33 04 05	SS 04 39 07 05
SS 04 41 03 18	SS 04 42 03 17	SS 04 44 07 05	SS 04 45 07 05
SS 04 46 09 14	SS 04 47 04 09	SS 04 78 12 17	SS 04 80 03 00
SS 04 86 03 00	SS 40 05 09 07	SS 40 18 07 05	SS 40 26 03 17
SS 40 93 07 05	SS 41 12 06 22	SS 41 51 10 09	SS 41 63 06 11
SS 05 06 03 14	SS 05 47 09 15	SS 41 75 03 14	SS 50 04 06 04
SS 51 11 03 17	IH 12 06 02 21	SS 09 01 12 14	SS 09 67 09 14
SS 09 70 12 14	SS 09 71 12 14	SS 09 82 12 14	SS 12 17 08 94
IH 99 40 04 09	IH 99 41 04 09	SX 80 01 06 97	SS 51 33 12 23
SS 83 76 12 20	SS 89 93 07 16	SS 12 24 06 11	

BUSINESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **C**. - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **G**. - Liability And Medical Expenses Definitions.

A. COVERAGES

1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

b. This insurance applies:

(1) To "bodily injury" and "property damage" only if:

(a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(b) The "bodily injury" or "property damage" occurs during the policy period; and

(c) Prior to the policy period, no insured listed under Paragraph **1.** of Section **C.** – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

(2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **C.** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

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(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice

(1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:

(a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and

(b) You are not engaged in the business or occupation of providing such services.

(2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. MEDICAL EXPENSES

Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

3. COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS

a. We will pay, with respect to any claim or "suit" we investigate or settle, or any "suit" against an insured we defend:

(1) All expenses we incur.

(2) Up to $1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.

(3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

(5) All costs taxed against the insured in the "suit".

(6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

(7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under **(1)** through **(7)** above will not reduce the limits of insurance.

b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

(1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

(2) This insurance applies to such liability assumed by the insured;

(3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

(4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;

(5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

(6) The indemnitee:

(a) Agrees in writing to:

(i) Cooperate with us in the investigation, settlement or defense of the "suit";

(ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(iii) Notify any other insurer whose coverage is available to the indemnitee; and

(iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(b) Provides us with written authorization to:

(i) Obtain records and other information related to the "suit"; and

(ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph **1.b.(b)** of Section **B.** – Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

(1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or

(2) The conditions set forth above, or the terms of the agreement described in Paragraph **(6)** above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

(1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or

(2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Contractual Liability

(1) "Bodily injury" or "property damage"; or

(2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

(a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

(b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

(i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract", and

(ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business, or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of **(1)** above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

(1) Legal, accounting or advertising services;

(2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;

(3) Supervisory, inspection, architectural or engineering activities;

(4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;

(5) Any health or therapeutic service treatment, advice or instruction;

(6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;

(7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

(8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting,demonstration or distribution of ophthalmic lenses and similar products;

(9) Any:

(a) Body piercing (not including ear piercing);

(b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and

(c) Similar services;

(10) Services in the practice of pharmacy; and

(11) Computer consulting, design or programming services, including web site design.

Paragraphs **(4)** and **(5)** of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph **1.e.** in Section **A.** - Coverages.

k. Damage To Property

"Property damage" to:

(1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in Section **D.** - Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to the use of elevators.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

o. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":

(1) Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;

(2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;

(3) Arising out of a criminal act committed by or at the direction of the insured;

(4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";

(5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";

(6) Arising out of the wrong description of the price of goods, products or services;

(7) Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of

(a) Copyright;

(b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

(c) Title of any literary or artistic work;

(8) Arising out of an offense committed by an insured whose business is:

(a) Advertising, broadcasting, publishing or telecasting;

(b) Designing or determining content of web sites for others; or

(c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** under the definition of "personal and advertising injury" in Section **G.** – Liability And Medical Expenses Definitions.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

(9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;

(10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;

(11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

(12) Arising out of:

(a) An "advertisement" for others on your web site;

(b) Placing a link to a web site of others on your web site;

(c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or

(d) Computer code, software or programming used to enable:

(i) Your web site; or

(ii) The presentation or functionality of an "advertisement" or other content on your web site;

(13) Arising out of a violation of any anti-trust law;

(14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities; or

(15) Arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

q. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to the person at whom any of the employment-related practices described in Paragraphs **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or

(3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning or Explosion

Exclusions **c.** through **h.** and **k.** through **o.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance.

2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

(a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs **a.** through **f.** below are additional insureds when you have agreed, in a written

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section **F.** – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises; or

(b) In the performance of your ongoing operations performed by you or on your behalf.

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

(1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

(1) Any other person or organization who is not an insured under Paragraphs **a.** through **e**. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if

(i) The written contract or written agreement requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section **D.** – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E.** – Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.

b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or

b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph **3.** above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or an additional insured is a partnership;

(3) Any manager, if you or an additional insured is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;

(5) Any trustee, if you or an additional insured is a trust; or

(6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This Paragraph **f.** applies separately to you and any additional insured.

3. Financial Responsibility Laws

a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.

b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **A.** – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **A.** – Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph **6.** (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section **C.**, Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. **Additional Insured - Designated Person Or Organization**

   WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

   a. In the performance of your ongoing operations; or

   b. In connection with your premises owned by or rented to you.

2. **Additional Insured - Managers Or Lessors Of Premises**

   a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

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

   This insurance does not apply to:

   (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

   (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. **Additional Insured - Grantor Of Franchise**

   WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. **Additional Insured - Lessor Of Leased Equipment**

   a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

   b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

5. **Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased**

   a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

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

   This insurance does not apply to:

   (1) Any "occurrence" that takes place after you cease to lease that land; or

   (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. **Additional Insured - State Or Political Subdivision – Permits**

   a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

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

This insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured – Vendors

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. The insurance afforded to the vendor is subject to the following additional exclusions:

(1) This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

a. Their financial control of you; or

b. Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. **Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization**

   a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

   (1) In the performance of your ongoing operations for the additional insured(s); or

   (2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

   b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

   (1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

   (2) Supervisory, inspection, architectural or engineering activities.

10. **Additional Insured – Co-Owner Of Insured Premises**

    WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section **D.** – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E.** – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

   a. (1) Radio;

   (2) Television;

   (3) Billboard;

   (4) Magazine;

   (5) Newspaper;

   b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

   c. Any other publication that is given widespread public distribution.

   However, "advertisement" does not include:

   a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

   b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

   a. Injury;

   b. Sickness; or

   c. Disease

   sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in **a.** above;

(2) The activities of a person whose home is in the territory described in **a**. above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

7. "Electronic data" means information, facts or programs:

a. Stored as or on;

b. Created or used on; or

c. Transmitted to or from

computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section **D.** – Liability and Medical Expenses Limits of Insurance.

b. A sidetrack agreement;

c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;

d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement; or

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(1)** above and supervisory, inspection, architectural or engineering activities.

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, on which are permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in **a.**, **b.**, **c.**, or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in **a.**, **b.**, **c.**, or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written or electronic publication of material that violates a person's right of privacy;

f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

18. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. "Products-completed operations hazard";

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or

(2) The existence of tools, uninstalled equipment or abandoned or unused materials.

20. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.

As used in this definition, "electronic data" is not tangible property.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Volunteer worker" means a person who:

a. Is not your "employee";

b. Donates his or her work;

c. Acts at the direction of and within the scope of duties determined by you; and

d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

B. If this policy is cancelled by the company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

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COMMERCIAL AUTOMOBILE
COVERAGE PART - DECLARATIONS
BUSINESS AUTO COVERAGE FORM

POLICY NUMBER: 46 UEC KI4382

This COMMERCIAL AUTOMOBILE COVERAGE PART consists of:

A. This Declarations Form;
B. Business Auto Coverage Form; and
C. Any Endorsements issued to be a part of this Coverage Form and listed below.

ITEM ONE - NAMED INSURED AND ADDRESS

The Named Insured is stated on the Common Policy Declarations.

ADVANCE PREMIUM: $

AUDIT PERIOD:

Except in this Declarations, when we use the word "Declarations" in this Coverage Part, we mean this "Declarations" or the "Common Policy Declarations".

Form Numbers of Coverage Forms, Endorsements and Schedules that are part of this Coverage Part:

HA00040302	HA00120615T	CA00011120	HA21020614	CA22641013
CA21091013	CA01211013	CA01961120	CA02431113	CA05051120
CA99951013	HA99080614	HA99161221	IH03070611	

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

Paragraph .1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add the following:

d. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

(1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.

(2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

(a) That is a partnership or joint venture,

(b) That is an "insured" under any other policy,

(c) That has exhausted its Limit of Insurance under any other policy, or

(d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

e. Employees as Insureds

(1). Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

f. Lessors as Insureds

(1). The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:

(a) The agreement requires you to provide direct primary insurance for the lessor and

(b) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

g. Additional Insured if Required by Contract

(1) When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

(a) During the policy period, and

(b) Subsequent to the execution of such written contract, and

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(c) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

(a) The limits of insurance specified in the written contract or written agreement; or

(b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM , SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

2. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in A.1.g. - Additional Insured If Required by Contract, the following provisions apply:

(1) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(2) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(1)** and **(2)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in SECTION IV- Business Auto Conditions, B. General Conditions, Other Insurance 5.d.

3. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The SECTION IV- Business Auto Conditions, B. General Conditions, 5. OTHER INSURANCE Condition is amended by adding the following:

e. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

4. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

5. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

(1) $100,000;

(2) The actual cash value of the damaged or stolen property at the time of the "loss"; or

(3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of $1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

6. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of $50 per day and a maximum limit of $1,000.

7. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

8. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

9. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions **4.c.** and **4.d.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto";

(2) Removable from a housing unit which is permanently installed in or upon the covered "auto";

(3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

(4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III, Physical Damage Coverage, Limit of Insurance, Paragraph C.2. is amended to add the following:

$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

(3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or $250, whichever deductible is less.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

11. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

12. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;

(2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

13. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

15. HIRED AUTO - COVERAGE TERRITORY

SECTION IV, BUSINESS AUTO CONDITIONS, PARAGRAPH B. GENERAL CONDITIONS, 7. - POLICY PERIOD, COVERAGE TERRITORY - is added to include the following:

(6) For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

16. WAIVER OF SUBROGATION

Paragraph 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS A. Loss Conditions is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

17. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

18. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

19. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of $2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,

b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is $10,000.

For the purposes of the coverage provision,

a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

20. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to $1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is $5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

POLICYHOLDER NOTICE

TEXAS MOTOR VEHICLE CRIME PREVENTION AUTHORITY FEE

NOTICE: Your payment includes a $4.00 fee per motor vehicle year. This fee goes to help fund: (1) auto burglary, theft, and fraud prevention, (2) criminal justice efforts, and (3) trauma care and emergency medical services for victims of accidents due to traffic offenses. By law, we send this fee to the Motor Vehicle Crime Prevention Authority (MVCPA).

IMPORTANT NOTICE

Need Information, Have a complaint, or need help?

If you need information, have a problem with a claim, or your premium, contact your agent who is listed on the Declarations/Information Page of your policy, or on your binder or certificate of insurance first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal with your agent or The Hartford. If you don't, you may lose your right to appeal.

To get information or file a complaint with The Hartford:

Call: **1-877-853-2582**
Online: https://www.thehartford.com
Email: agency.services@thehartford.com
Mail: The Hartford
Business Service Center
3600 Wiseman Blvd.
San Antonio, TX 78251

The Texas Department of Insurance
To get help with an insurance question or file a complaint with the state:

Call with a question: **1-800-252-3439**
File a complaint: www.tdi.texas.gov
Email: ConsumerProtection@tdi.texas.gov
Mail: MC 111-1A
P.O. Box 149091
Austin, TX 78714-9091

ATTACH THIS NOTICE TO YOUR POLICY:
This notice is for information only and does not become a part or condition of the insurance policy

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AVISO IMPORTANTE

¿Necesita información, Tiene una queja o necesita ayuda?

Si necesita información, tiene un problema con un reclamo o su prima de seguro, llame primero a su agente quien esta en la lista en la Página de Declaraciones/Información de su póliza, o en su carpeta de seguro o certificado de seguro. Si no puede resolver el problema, el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) puede ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja o apelación ante su agente o The Hartford. Si no lo hace, podría perder su derecho para apelar.

Para obtener información o para presentar una queja ante The Hartford:

Llame a: **1-877-853-2582**
En línea: https://www.thehartford.com
Correo electrónico: agency.services@thehartford.com
Dirección postal: The Hartford
Business Service Center
3600 Wiseman Blvd.
San Antonio, TX 78251

El Departamento de Seguros de Texas
Para obtener ayuda con una pregunta relacionada con los seguros, conocer sus derechos o para presentar una queja ante el estado:

1-800-252-3439 (LLame con sus preguntas)
Presente una queja en: www.tdi.texas.gov
Correo electrónico: ConsumerProtection@tdi.texas.gov
Dirección postal: MC 111-1A
P.O. Box 149091
Austin, TX 78714-9091

A**DJUNTE ESTE AVISO A SU PÓLIZA:**
Este aviso es solo para información y no se convierte en parte o condición de la póliza de seguro.

PRODUCER COMPENSATION NOTICE

You can review and obtain information on The Hartford's producer compensation practices at www.TheHartford.com or at 1-800-592-5717.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

A. If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

B. If this policy is cancelled by the Company for nonpayment of premium, or by the insured, notice of such cancellation will be provided within (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Policy Number: 46 WBC AP2207 **Endorsement Number:**
Effective Date: 05/06/24 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: ELLEDGE ENGINEERING CORPORATION
PO BOX 7110
TYLER TX 75711

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

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

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

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Special Waiver
   Name of person or organization

   (X) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:
   All Texas Operations

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

4. Advance Premium:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT

Policy Number: 46 WBC AP2207 **Endorsement Number:**
Effective Date: 05/06/24 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: ELLEDGE ENGINEERING CORPORATION
PO BOX 7110
TYLER TX 75711

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

In the event of cancellation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

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

SCHEDULE

1. Number of days advance notice: 30
2. Notice will be mailed to:

   CITY OF TYLER

   212 North Bonner Tyler, TX 75702

Countersigned by _____
Authorized Representative

beazley

AFB A&E MEDIA TECH® INSURANCE POLICY

ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY, ARCHITECTS, ENGINEERS AND CONTRACTORS POLLUTION LIABILITY, TECHNOLOGY BASED SERVICES, TECHNOLOGY PRODUCTS, COMPUTER NETWORK SECURITY, AND MULTIMEDIA AND ADVERTISING AND PRIVACY LIABILITY

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AFB A&E MEDIA TECH® INSURANCE POLICY

ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY, ARCHITECTS, ENGINEERS AND CONTRACTORS POLLUTION LIABILITY, TECHNOLOGY BASED SERVICES, TECHNOLOGY PRODUCTS, COMPUTER NETWORK SECURITY, AND MULTIMEDIA AND ADVERTISING AND PRIVACY LIABILITY

NOTICE: Coverage under Insuring Clause I.A. of this Policy is provided on a Claims Made and Reported Basis and applies only to **Claims** first made against the **Insured** during the **Policy Period** and reported in writing to the Underwriters pursuant to the terms of this Insurance Policy. The Limit of Liability available to pay **Damages** shall be reduced and may be completely exhausted by payment of **Claims Expenses**.

Insuring Clause I.B. of this Policy provides first party coverage on an incident discovered and reported basis and applies only to incidents first discovered by the **Insured** and reported to the Underwriters during the **Policy Period**.

Please review the coverage afforded under this Insurance Policy carefully and discuss the coverage hereunder with your insurance agent or broker.

In consideration of the payment of the premium and reliance upon the statements in the **Application** and subject to the Limit of Liability, deductible, exclusions, conditions and other terms of this Insurance (hereinafter referred to as the "Policy" or "Insurance", the Underwriters agree with the **Named Insured**:

I. INSURING CLAUSES

A. To pay on behalf of the **Insured Damages** and **Claims Expenses**, in excess of the **Deductible**, which the **Insured** shall become legally obligated to pay because of any **Claim** first made against the **Insured** during the **Policy Period** or **Optional Extension Period** (if applicable) and reported in writing to the Underwriters during the **Policy Period** or as otherwise provided in Clause XI. of this Policy, arising out of one or more of the following acts or events committed or taking place on or after the Retroactive Date and before the end of the **Policy Period**:

1. **Architects and Engineers Professional Liability**

   any unintentional act, error or omission in the performance of **Professional Services** by the **Insured** or by any person, including an independent contractor, for whom the **Named Insured** is legally responsible; or

2. **Architects, Engineers and Contractors Pollution Liability**

   a **Pollution Condition** arising out of the performance of **Professional Services** or **Contracting Services** by the **Insured** or by any person, including an independent contractor, for whose **Pollution Condition** the **Named Insured** is legally responsible.

Insuring Clauses A.3., A.4., A.5., A.6. and B. only apply if Item 8. of the Declarations indicates that these Coverages have been purchased.

3. **Technology Based Services**

   any negligent act, error or omission, or any unintentional breach of contract, in rendering or failing to render **Technology Based Services** by the **Insured** or by any person, including an independent contractor, for whose negligent act, error or omission or unintentional breach of contract the **Named Insured** is legally responsible;

4. **Technology Products**

   any negligent act, error or omission, or any unintentional breach of contract, by the **Insured** that results in the failure of **Technology Products** to perform the function or serve the purpose intended;

5. **Computer Network Security and Privacy Liability**

   a. the failure to prevent **Unauthorized Access** to **Computer Systems** that results in:

      (1) the destruction, deletion or corruption of electronic data on **Computer Systems**;

      (2) denial of service attacks against Internet sites or computers;

      (3) the failure to prevent transmission of malicious code from **Computer Systems** to third party computers and systems; or

      (4) the inability of a third party, who is authorized to do so, to gain access to **Computer Systems** or your **Technology Based Services**;

   b. theft, loss or **Unauthorized Disclosure** of **Personally Identifiable Information** or **Third Party Information** that is in the care, custody or control of the **Named Insured**, or an independent contractor that is holding or processing such information on behalf of the **Named Insured**;

   c. the **Named Insured's** failure to timely disclose an incident described in I.A.5.A. or I.A.5.B. in violation of any **Breach Notice Law**;

   d. failure by the **Insured** to comply with that part of a **Privacy Policy** that specifically:

      (1) prevents or prohibits improper or intrusive collection of **Personally Identifiable Information** from a person;

(2) requires notice to a person of the **Named Insured's** collection or use of, or the nature of the collection or use of his or her **Personally Identifiable Information**;

(3) provides a person with the ability to assent to or withhold assent for (e.g. opt-in or opt-out) the **Named Insured's** collection or use his or her **Personally Identifiable Information**;

(4) prohibits or restricts the **Named Insured's** disclosure, sharing or selling of a person's **Personally Identifiable Information**;

(5) requires the **Named Insured** to provide access to **Personally Identifiable Information** or to correct incomplete or inaccurate **Personally Identifiable Information** after a request is made by a person; or

(6) mandates procedures and requirements to prevent the loss of **Personally Identifiable Information**;

provided the **Named Insured** must, at the time of such acts, errors or omissions have in force a **Privacy Policy** that directly addresses those subsections above that are relevant to such **Claim**.

6. **Multimedia and Advertising**

liability imposed by law or **Assumed Under Contract** arising out of:

a. defamation, libel, slander, product disparagement, trade libel, prima facie tort, infliction of emotional distress, outrage, outrageous conduct, or other tort related to disparagement or harm to the reputation or character of any person or organization;

b. invasion of or interference with the right to privacy or of publicity;

c. misappropriation of any name or likeness for commercial advantage;

d. false arrest, detention or imprisonment or malicious prosecution;

e. invasion of or interference with any right to private occupancy, including trespass, wrongful entry, eviction or eavesdropping;

f. plagiarism, piracy or misappropriation of ideas under implied contract;

g. infringement of copyright;

h. infringement of trade dress, domain name, title or slogan, or the dilution or infringement of trademark or service mark;

i. negligence regarding the content of any **Media Communication**, including harm caused through any reliance or failure to rely upon such content; or

j. misappropriation of trade secret

in the course of the **Named Insured's** performance of **Professional Services**, **Media Activities** or **Technology Based Services**;

B. **Privacy Breach Response Services**

To provide **Privacy Breach Response Services** to the **Named Insured** in excess of the **Deductible** because of an incident (or reasonably suspected incident) described in Insuring Clause A.5.A. and A.5.B. that first takes place on or after the Retroactive Date and before the end of the **Policy Period** and is discovered by the **Insured** and is reported to the Underwriters during the **Policy Period**.

Privacy Breach Response Services means the following:

1. Costs for a computer security expert to determine the existence and cause of an actual or suspected electronic data breach which may require the **Named Insured** to comply with a **Breach Notice Law** and to determine the extent to which such information was accessed by an unauthorized person or persons; and

2. fees charged by an attorney to determine the applicability of and action necessary by the **Named Insured** to comply with a **Breach Notice Law** due to an actual or reasonably suspected theft or misuse of **Personally Identifiable Information**.

3. **Notification Services** to provide notification to:

   (a) individuals who are required to be notified by the **Named Insured** under the applicable **Breach Notice Law**; and

   (b) in the Underwriters' discretion, to individuals affected by an incident in which their **Personally Identifiable Information** has been subject to theft or misuse in a manner which compromises the security or privacy of such individual by posing a significant risk of financial, reputational or other harm to the individual;

4. **Call Center Services**;

5. **Breach Resolution and Mitigation Services**, provided all such costs payable under this subsection 6. must be for the purpose of

mitigating potential **Damages** resulting from the theft or misuse of **Personally Identifiable Information**.

Privacy Breach Response Services will be subject to the terms and conditions of this Policy and the conditions applicable thereto are set forth more fully in the Information Packet (which may be updated by the Underwriters from time to time) provided with this Policy, and will be subject to the applicable **Deductibles** and limits set forth in the Declarations, and shall not include any internal salary or overhead expenses of the **Named Insured**.

II. SUPPLEMENTARY PAYMENTS

All payments made under this Clause are not subject to the Each Claim Deductible.

1. Pre-Claims Assistance

   If the **Insured** reports a **Circumstance** during the **Policy Period**, in accordance with Clause XI.B., until such time a **Claim** is made, any costs or expenses the Underwriters incur as a result of investigating or monitoring such **Circumstance**, will be paid for by the Underwriters. The decision to incur any costs or expenses to monitor or investigate such **Circumstance** shall be at the sole discretion of the Underwriters.

2. Defendants Reimbursement

   Upon the Underwriters request, the **Insured** shall attend mediation meetings, arbitration proceedings, hearings, depositions and trials relative to the defense of a **Claim**. After the first three (3) days' attendance required for each **Claim**, the Underwriters shall reimburse the **Insured**, upon written request, for actual loss of earnings and reasonable expenses due to such attendance up to $500 for each day in the aggregate for all **Insureds** subject to a maximum amount of $15,000 for each **Claim**.

3. Disciplinary / Regulatory / Administrative Actions Reimbursement

   The Underwriters will reimburse the **Insured**, upon written request, for legal fees and expenses up to $30,000 in the aggregate for the **Policy Period**, incurred by the **Insured** with the prior written consent of the Underwriters, in responding to a disciplinary, regulatory or administrative action brought directly against the **Insured** during the **Policy Period** by a government agency provided that the disciplinary, regulatory or administrative action:

   a. arises out of **Professional Services**; and

   b. is reported pursuant to Section XI.A of this Policy.

4. Reputation Management Reimbursement

The Underwriters will reimburse the **Named Insured** fifty percent (50%) of the first $30,000 in Reputational Management Expenses incurred by the **Named Insured** for reputational management consulting services which are incurred in connection with a **Claim**, circumstance or incident covered under this Policy that the **Named Insured** reasonably believes will have a material adverse effect upon the **Named Insured's** reputation.

Reputational Management Expenses means reasonable fees, costs, and expenses incurred by the Named Insured for reputational management consulting services provided by a public relations firm to the **Named Insured**.

III. DEFINITIONS

Wherever used in this Policy in bold face type, the following definitions shall apply.

A. "**Advertising**" means material which promotes the product, service or business of the **Named Insured** or others.

B. "**Application"** means all signed applications, including all attachments and other materials submitted therewith or incorporated therein, and any other such documents submitted in connection with the underwriting of this Policy including any endorsement or other part thereof, or any other policy issued by the Underwriters, of which this Policy is a renewal, replacement or which it succeeds in time.

C. "**Assumed Under Contract**" means liability assumed by the **Named Insured** under a written hold harmless or indemnity agreement regarding the content of **Media Material** used in a **Media Communication**, but only as respects acts for which insurance is afforded under Insuring Clause A.6.

D. "**Bodily Injury**" means physical injury, sickness, disease or death of any person, including any mental anguish or emotional distress resulting therefrom.

E. "**Breach Notice Law**" means any state, federal or foreign statute or regulation that requires notice to persons whose **Personally Identifiable Information** was accessed or may reasonably have been accessed by an unauthorized person.

F. "**Breach Resolution and Mitigation Services**" means a credit monitoring, identity monitoring or other solution selected from the products listed in the Information Packet and offered to **Notified Individuals**. The product offered to **Notified Individuals** will be selected by the Underwriters in consultation with the **Insured** and in accordance with the guidance provided in the Breach Resolution and Mitigation section of the Information Packet.

G. "**Call Center Services**" means the provision of a call center to answer calls during standard business hours for a period of ninety (90) days following notification (or longer if required by applicable law or regulation) of an incident for which notice is provided pursuant to Insuring Clause I.B.3. (Notification Services) Such notification shall include a toll free telephone number that connects to the call center during standard business hours. Call center employees will answer questions about the incident from **Notified Individuals** and will provide information required by applicable law or regulation.

Call Center Services will include up to 10,000 calls per day and will be provided in accordance with the terms and conditions set forth in the Information Packet. **Call Center Services** will be provided by a service provider selected by the Underwriters in consultation with the **Named Insured** from the list of service providers in the Information Packet.

H. "**Circumstance**" means any fact, event or situation that could reasonably be the basis for a **Claim**.

I. "**Claim**" means a demand received by any **Insured** for money or services including the service of suit or institution of arbitration proceedings. "**Claim**" shall also mean a threat or initiation of a suit seeking injunctive relief (meaning a temporary restraining order or a preliminary or permanent injunction).

Multiple **Claims** arising from the same or a series of related or repeated acts, errors, omissions or **Pollution Conditions** or from any continuing acts, errors, omissions or **Pollution Conditions** shall be considered a single **Claim** for the purposes of this Policy, irrespective of the number of Claimants or **Insureds** involved in the **Claim**. For all purposes, all such **Claims** shall be deemed to have been made at the time of the first such **Claim**, regardless of whether or not coverage was afforded by Underwriters when the first such **Claim** was made.

J. "**Claims Expenses**" means:

1. reasonable and necessary fees charged by an attorney designated or consented to by the Underwriters;

2. all other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a **Claim**, suit or proceeding arising in connection therewith, if incurred by the Underwriters, or by the **Insured** with the prior written consent of the Underwriters; and

3. premiums for appeal bonds for covered judgments or bonds to release property used to secure a legal obligation, if required for a **Claim** against any **Insured** for a covered act, error or omission, provided, however, that the Underwriters shall have no obligation to appeal or to obtain such bonds.

Claims Expenses do not include any salary, overhead or other charges of or by the **Insured** for any time spent in cooperating in the defense and investigation of any **Claim** notified under this Insurance, or costs to remediate an act, error or omission without the prior written consent of the Underwriters.

K. "**Cleanup Costs**" means reasonable and necessary costs, charges and expenses incurred with the prior written consent of the Underwriters in the investigation, removal or neutralization of a **Pollution Condition**, provided that such costs, charges and expenses are caused by a **Pollution Condition** arising out of the rendering of or failure to render **Professional Services** or the performance of or failure to perform **Contracting Services** by or on behalf of the **Named Insured**.

L. "**Computer Systems**" means computers and associated input and output devices, data storage devices, networking equipment, and back up facilities:

1. operated by and either owned by or leased to the **Named Insured**; or

2. operated by a third party service provider and used for the purpose of providing hosted computer application services to the **Named Insured** or for processing, maintaining, hosting or storing the **Named Insured's** electronic data, pursuant to written contract with the **Named Insured** for such services.

M. "**Contracting Services**" means the performance of construction, drilling or remediation activities by or on behalf of the **Named Insured**.

N. "**Damages**" means a monetary judgment, award or settlement of compensatory damages, including any pre-judgment and/or post-judgment interest thereon.

The term **Damages** shall not include or mean:

1. future profits, restitution, disgorgement of unjust enrichment or profits by an **Insured**, or the costs of an **Insured** to comply with orders granting injunctive or equitable relief;

2. return or offset of fees, charges, or commissions for goods or services already provided or contracted to be provided;

3. costs incurred by the **Insured** to correct, re-perform or complete any **Media Activities** or **Technology Based Services**;

4. any damages which are a multiple of compensatory damages;

5. fines, taxes or loss of tax benefits, sanctions or penalties assessed against the **Insured**;

6. punitive or exemplary damages, unless insurable by law under the law under which this Policy is construed;

7. discounts, coupons, prizes, awards or other incentives offered to the **Insured's** customers or clients;

8. liquidated damages to the extent that such damages exceed the amount for which the **Insured** would have been liable in the absence of such liquidated damages agreement;

9. any amounts for which the **Insured** is not liable, or for which there is no legal recourse against the **Insured**; or

10. matters deemed uninsurable under the law pursuant to which this Policy shall be construed.

O. "**Insured**" shall mean:

1. the **Named Insured**;

2. a director or officer of the **Named Insured**, but only with respect to the performance of his or her duties as such on behalf of the **Named Insured**;

3. an employee or **Temporary Employee** of the **Named Insured**, but only for work done while acting within the scope of his or her employment and related to the conduct of the **Named Insured's** business;

4. a principal if the **Named Insured** is a sole proprietorship, or a partner if the **Named Insured** is a partnership, but only with respect to the performance of his or her duties as such on behalf of the **Named Insured**;

5. any person who previously qualified as an **Insured** under 2, 3 or 4 above prior to the termination of the required relationship with the **Named Insured**, but only with respect to the performance of his or her duties as such on behalf of the **Named Insured**;

6. the estate, heirs, executors, administrators, assigns and legal representatives of any **Insured** in the event of such **Insured's** death, incapacity, insolvency or bankruptcy, but only to the extent that such **Insured** would otherwise be provided coverage under this Insurance;

7. the lawful spouse or Domestic Partners of any of the person set forth in 2., 3., 4., 5., or 6. above, but only for **Claims** arising out of an act, error or omission actually or allegedly committed by such **Insured** and only to the extent that such Insured would otherwise be provided coverage under this Insurance. The Company has no obligation to make any payment for **Damages** or **Claims**

Expenses in connection with any **Claim** made against a spouse or Domestic Partner of an **Insured** for any actual or alleged acts, errors or omissions committed by such spouse or Domestic Partner;

For the purposes of this provision, the terms "Domestic Partner" shall mean any natural person qualifying as a domestic partner under the provisions of any applicable Federal, State, or local law; or the provisions of any formal program established by the **Named Insured**;

8. the **Named Insured** with regard to its participation in a joint venture, but solely for the **Named Insured's** liability that arises out of an unintentional act, error or omission in the performance of **Professional Services** by the **Named Insured** or for a **Pollution Condition** that arises out of the performance of **Professional Services** or **Contracting Services** by the **Named Insured**; and

9. solely with respect to Insuring Clause I.A.2., the client for whom the **Named Insured** renders or rendered **Professional Services** or performs or performed **Contracting Services**, provided that a written contract or agreement is in effect between the **Named Insured** and the client requiring the client to be an additional insured under the **Named Insured's** architects, engineers and contractors pollution liability policy. However, such clients are covered under Insuring Clause I.A.2. of this Policy solely with respect to **Damages** and **Claims Expenses** arising from **Professional Services** rendered or **Contracting Services** performed by or on behalf of the **Named Insured** and are not covered for any **Damages** and **Claims Expenses** arising from the client's own acts, errors or omissions. Clients of the **Named Insured** are covered under Insuring Clause I.A.2. of this Policy, subject to Clause VIII., or the Limits of Liability required by the written contract or agreement, whichever is less.

P. "**Media Communication**" means the display, broadcast, dissemination, distribution or release of **Media Material** to the public by the **Named Insured.**

Q. "**Media Material**" means information in the form of words, sounds, numbers, images, or graphics in electronic, print or broadcast form, including **Advertising**, but does not mean computer software.

R. "**Media Activities**" means **Media Communication** and/or the gathering, collection or recording of **Media Material** for inclusion in any **Media Communication** in the ordinary course of the **Named Insured's** business.

S. "**Mediation**" means a non-binding process by which a qualified professional mediator mutually agreed upon by the parties intercedes between the parties with the intention to reconcile them to resolve a

Claim. The term **Mediation** shall not include or mean other dispute resolution by litigation or arbitration.

T. "**Named Insured**" means only those persons, partnerships, corporations or entities specified in Item 1. of the Declarations.

The term **Named Insured** shall include any corporate entity while more than fifty percent (50%) of the outstanding securities representing the present right to vote for the election of such entity's directors are owned by the **Named Insured** if such entity becomes so owned after the inception date of the Policy, subject to the terms and conditions of Clause XVII.A.

U. **Notification Services** means notification by first class mail or e-mail. E-mail notification will be provided in lieu of first class mail to the extent reasonable, practicable and where permitted under the applicable **Breach Notice Law**. **Notification Services** will be provided by a service provider selected by the Underwriters in consultation with the **Named Insured** from the list of service providers in the Information Packet and will be provided in accordance with the terms and conditions set forth in the Information Packet.

V. **Notified Individual**" means an individual person to whom notice is given or attempted to be given under Insuring Clause I.B.3. pursuant to a **Breach Notice Law**.

W. "**Optional Extension Period**" means the period of time after the end of the **Policy Period** for reporting **Claims** as provided in Clause XII. of this Policy.

X. **"Personally Identifiable Information**" means:

1. information concerning the individual that constitutes "non-public personal information" as defined in the Gramm-Leach Bliley Act of 1999, as amended, and regulations issued pursuant to the Act;

2. medical or heath care information concerning the individual, including "protected health information" as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and regulations issued pursuant to the Act;

3. information concerning the individual that is defined as private personal information under a **Breach Notice Law**; or

4. the individual's social security number, driver's license or state identification number, unpublished telephone number, and credit, debit or other financial account numbers and associated security codes, access codes, passwords or pins; if such information allows an individual to be uniquely and reliably identified or contacted or allows access to the individual's financial account or medical record information.

Y. "**Policy Period**" means the period of time between the inception date shown in the Declarations and the effective date of termination, expiration or cancellation of this Insurance and specifically excludes any **Optional Extension Period** or any prior policy period or renewal period.

Z. "**Pollution Condition**" means the actual or alleged discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in **Bodily Injury**, **Property Damage** or **Cleanup Costs**.

AA. "**Privacy Policy**" means the **Named Insured's** public declaration of its policy for collection, use, disclosure, sharing, dissemination and correction or supplementation of, and access to, **Personally Identifiable Information**.

BB. "**Professional Services**" means those services performed for others by or on behalf of the **Named Insured** in the capacity as an architect;, engineer; land surveyor; landscape architect; interior designer; construction manager; project manager; forensic consultant; environmental consultant; sustainability consultant; or design, construction or project consultant or planner.

CC. "**Property Damage**" means:

1. physical injury to or destruction of any tangible property, including the loss of use thereof; or

2. loss of use of tangible property that has not been physically injured or destroyed.

DD. "**Technology Based Services**" means computer and electronic technology services, including data processing, Internet services, data and application hosting, computer systems analysis, technology consulting and training, custom software programming for a specific client of the **Named Insured**, computer and software systems installation and integration, computer and software support, and network management services performed by the **Insured**, or by others acting under the **Named Insured's** trade name, for others for a fee, but shall not mean **Technology Products**.

EE. "**Technology Products**" means a computer or telecommunications hardware or software product, or related electronic product that is created, manufactured or developed by the **Named Insured** for others, or distributed, licensed, leased or sold by the **Named Insured** to others, for

compensation, including software updates, service packs and other maintenance releases provided for such products.

FF. "**Temporary Employee**" means a person furnished or leased to the **Named Insured** to meet short term or project specific workloads and for whom the **Named Insured** has the right to direct and control the means of performance.

GG. "**Third Party Information**" means any trade secret, data, design, interpretation, forecast, formula, method, practice, credit or debit card magnetic strip information, process, record, report or other item of information of a third party not insured under this Policy which is not available to the general public and is provided to the **Insured** subject to a mutually executed written confidentiality agreement or which the **Named Insured** is legally required to maintain in confidence; however, **Third Party Information** shall not include **Personally Identifiable Information**.

HH. "**Unauthorized Access**" means:

1. the gaining of access to or use of **Computer Systems** by an unauthorized person or persons; or

2. the use of **Computer Systems** in an unauthorized manner.

II. "**Unauthorized Disclosure**" means the disclosure of (including disclosure resulting from phishing) or access to information in a manner that is not authorized by the **Named Insured** and is without knowledge of, consent, or acquiescence of any director, officer, principal, partner, or any member of the risk management or legal department of the **Named Insured**.

IV. DEFENSE, SETTLEMENT, AND INVESTIGATION OF CLAIMS

A. The Underwriters shall have the right and duty to defend, subject to the Limit of Liability, exclusions and other terms and conditions of this Policy, any **Claim** against the **Insured** seeking **Damages** which are payable under the terms of this Policy, even if any of the allegations of the **Claim** are groundless, false or fraudulent.

B. The Underwriters shall have the right and duty to defend, subject to the Limit of Liability, exclusions, and other terms and conditions of this Policy, any **Claim** in the form of a civil suit against the **Insured** that seeks injunctive relief (meaning a temporary restraining order or a preliminary or permanent injunction) for one or more of the acts listed in Insuring Clause I.A.6.

C. When the Underwriters defend a **Claim**, it will pay **Claims Expenses** incurred with its prior written consent. The Limit of Liability available to pay **Damages** shall be reduced and may be completely exhausted by payment of **Claims Expenses**. **Damages** and **Claims Expenses** shall be applied against the Each **Claim** Deductible.

D. The Underwriters shall have the right to make any investigation it deems necessary, including, without limitation, any investigation with respect to the **Application** and statements made in the **Application** and with respect to coverage.

However, notwithstanding the above, the **Insured**'**s** rights under this Policy shall not be prejudiced by any refusal to disclose the identity of any confidential source of information, or to produce any documentation or information obtained in the course of **Media Activities** in respect of which the **Insured** has asserted a claim of reporter's privilege or any other privilege regarding the protection of news-gathering activities.

E. If the **Insured** shall refuse to consent to any settlement or compromise recommended by the Underwriters and acceptable to the Claimant and elects to contest the **Claim**, the Underwriters liability for any **Damages** and **Claims Expenses** shall not exceed:

1. the amount for which the **Claim** could have been settled, less the remaining Each **Claim** Deductible, plus the **Claims Expenses** incurred up to the time of such refusal, and

2. fifty percent (50%) of any **Claims Expenses** incurred after the date such settlement or compromise was recommended to the **Insured** with the remaining fifty percent (50%) of such **Claims Expenses** to be borne by the **Insured** at their own risk and uninsured;

or the applicable Limit of Liability, whichever is less. The portion of any proposed settlement or compromise that requires the **Insured** to cease, limit or refrain from actual or alleged infringing or otherwise injurious activity or is attributable to future royalties or other amounts that are not **Damages** shall not be considered in determining the amount for which a **Claim** could have been settled.

F. It is further provided that the Underwriters shall not be obligated to pay any **Damages** or **Claims Expenses**, or to undertake or continue defense of any suit or proceeding after the applicable Limit of Liability has been exhausted by payment of **Damages** and/or **Claims Expenses** or after deposit of the applicable Limit of Liability in a court of competent jurisdiction, and that upon such payment, the Underwriters shall have the right to withdraw from the further defense thereof by tendering control of said defense to the **Insured**.

G. To the extent that Underwriters pay any Damages, Claims Expenses or other sums that are not covered under this Policy, Underwriters are entitled to reimbursement from the named Insured and any Insured (or other party) on whose behalf such Damages, Claims Expenses, or sums are paid.

V. TERRITORY

This Policy applies to **Claims** made and acts, errors or omissions or **Pollution Conditions** committed or arising, or **Privacy Breach Response Services** occurring anywhere in the world.

VI. EXCLUSIONS APPLICABLE TO ALL COVERAGES UNDER THIS INSURANCE

The coverage under this Insurance does not apply to **Damages** or **Claims Expenses** in connection with or resulting from any **Claim**, or to any **Privacy Breach Response Services**:

A. **Criminal, Dishonest, Intentional, Fraudulent, Malicious, Willful or Knowing Acts**

arising out of or resulting from any criminal, dishonest, intentional, fraudulent, malicious, willful or knowing act, error or omission committed by any **Insured**; however, this Policy shall apply to **Claims Expenses** incurred in defending any such **Claim** alleging the foregoing until such time as there is a final adjudication, judgment, binding arbitration decision or conviction against the **Insured**, or admission by the **Insured**, establishing such criminal, dishonest, intentional, fraudulent, malicious willful or knowing conduct, or a plea of *nolo contendere* or no contest regarding such conduct, at which time the **Named Insured** shall reimburse the Underwriters for all **Claims Expenses** incurred defending the **Claim** and the Underwriters shall have no further liability for **Claims Expenses**.

B. **Prior Knowledge, Prior Notice and Prior Acts**

1. arising out of or resulting from any actual or alleged act, error, omission, incident, or **Pollution Condition** committed or arising prior to the inception date of this Insurance:

   a. if on or before the Knowledge Date set forth in Item 7 of the Declarations any director, officer, principal, partner, insurance manager or any member of the risk management or legal department of the **Named Insured** knew or could have reasonably foreseen that such act, error or omission or **Pollution Condition** might be expected to be the basis of a **Claim**; or

   b. in respect of which any **Insured** has given notice of a **Circumstance** to the insurer of any other policy in force prior to the inception date of this Policy.

2. arising out of or resulting from related or continuing acts, errors or omissions or **Pollution Conditions** where the first such act, error

or omission or **Pollution Condition** was committed or arose prior to the Retroactive Date set forth in Item 6. of the Declarations.

C. **Insured versus Insured**

For, arising out of, or resulting from a **Claim** by or on behalf of any **Insured;** provided, that this exclusion shall not apply to:

1. a **Claim** by or on behalf of any client of the **Named Insured** who is an **Insured** by virtue of Clause III.O.9; or

2. an otherwise covered Claim under Insuring Clause I.A.5.A., I.A.5.B. or I.A.5.C. made by an employee of the **Named Insured**.

D. **Ownership Interest and Outside Positions**

1. arising out of or resulting from any **Insured's** activities as a trustee, partner, officer, director or employee of any employee trust, charitable organization, corporation, company or business other than that of the **Named Insured**; or

2. made by any entity, arising out of **Professional Services**, **Contracting Services**, **Media Activities** or **Technology Based Services** performed for such entity, or **Technology Products** provided to such entity which:

   a. is operated, managed or controlled by an **Insured** or in which any **Insured** has an ownership interest which cumulatively exceeds twenty-five percent (25%), or in which any **Insured** is an officer or director; or

   b. operates, controls or manages the **Named Insured**, or has an ownership interest of more than fifteen percent (15%) in the **Named Insured**.

E. **Discrimination, Humiliation, Harassment and Misconduct**

for or arising out of or resulting from any actual or alleged discrimination, humiliation, harassment or misconduct because of age, color, race, sex, creed, national origin, marital status, sexual preference or orientation, religion, disability or pregnancy; provided, that this exclusion shall not apply to any **Claim** based upon the Americans with Disabilities Act of 1990 (ADA), as amended, or the Fair Housing Act (FHA), or any state or local versions of those acts, and arising out of the **Insured's** rendering or failure to render **Professional Services**.

F. **Contractual Assumption of Liability**

arising out of or resulting from liability assumed by the **Insured** under any contract or agreement either oral or written, including any hold harmless or indemnity agreements, except:

1. to the extent the **Insured** would have been liable in the absence of such contract or agreement; or

2. to the extent the **Insured** has contractually assumed an obligation to reimburse any person or entity for the reasonable costs of defense of an **Insured's** client pursuant to any hold harmless or indemnity agreement as long as such obligation is limited to the proportionate share of the **Insured's** liability for rendering **Professional Services**, and only upon a final adjudication in a legal proceeding of proportionate fault against the Insured. This exception shall not apply to any immediate duty to defend assumed by the **Insured**, and Underwriters shall have no obligation to defend the client or to pay any costs incurred by client on an ongoing or interim basis. Underwriters will, however, have the right, to be exercised in their sole discretion, to appoint counsel to defend both the **Insured** and the client should applicable ethical rules permit such representation. If the client elects to not accept a joint defense from Underwriters, then this exception shall not apply.

G. **Express Warranties, Representations, Guarantees and Promises**

arising out of or resulting from:

1. breach of any express warranty or representation except for an agreement to perform within a reasonable standard of care or skill consistent with applicable industry standards; or

2. a demand for satisfaction of or breach of guarantee or any promises including, without limitation, cost savings, cost of construction, maximum construction price, financing, profits, or return on investment.

H. **Faulty Workmanship**

under Insuring Clause I.A.1 arising out of the cost to repair or replace any faulty workmanship performed in whole or in part by any **Insured** on any construction, erection, fabrication, installation, assembly, manufacture or remediation, including any materials, parts, labor or equipment furnished in connection with such repair or replacement.

I. **Employers Liability and Workers Compensation**

for or arising out of or resulting from:

1. **Bodily Injury** to any employee of the **Named Insured** arising out of and in the course of employment by the **Named Insured**;

2. the **Named Insured's** employment obligations, decisions, practices or policies as an employer; or

3. any obligation which the **Insured** or any carrier as insurer may be liable under any workers compensation, unemployment compensation or disability benefits law or similar law.

J. **Property Liability**

arising out of or resulting from the **Insured's** ownership, rental, lease, maintenance, operation, use, repair, voluntary or involuntary sale, transfer, exchange, gift, abandonment or condemnation of any real or personal property including without limitation, automobiles, aircraft, watercraft and other kinds of conveyances.

K. **Products Liability**

arising out of or resulting from the design or manufacture of any goods or products for multiple sales or mass distribution which are sold or supplied by the **Insured** or by others under license from the **Insured**; provided, that this exclusion shall not apply to any **Claim** which is covered pursuant to Insuring Clause I.A.4 of this Policy.

L. **Transportation, Shipment or Delivery of Waste, Products or Materials**

under Insuring Clause I.A.2 arising out of or resulting from any waste or any products or materials transported, shipped or delivered via watercraft, aircraft, motor vehicle, mobile equipment or rolling stock to a location beyond the boundaries of a site at which **Professional Services** are being rendered or **Contracting Services** are being performed.

M. **Property Damage to Named Insured's Work and Products**

under Insuring Clause I.A.2 for any **Property Damage**:

1. to work performed by or on behalf of the **Named Insured** resulting from the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith; or

2. to any goods or products which are sold or supplied by the **Insured** or by others under license from the **Insured** resulting from such goods or products or any portion thereof.

VII. EXCLUSIONS APPLICABLE TO INSURING CLAUSES I.A.3., I.A.4., I.A.5., I.A.6. and I.B.

The coverage under Insuring Clauses I.A.3., I.A.4., I.A.5., I.A.6. and I.B. of this Policy does not apply to **Damages** or **Claims Expenses** in connection with or resulting from any **Claim** or to any **Privacy Breach Response Services**:

A. **Contractual Liability**

For, arising out of or resulting from any contractual liability or obligation, or arising out of or resulting from breach of contract or agreement either oral or written; provided, that this exclusion will not apply to:

1. an otherwise covered **Claim** under Insuring Clauses I.A.3 and I.A.4.;

2. only with respect to coverage provided under Insuring Clause I.A.5.B., to any obligation of the **Named Insured** to maintain the confidentiality or security of **Personally Identifiable Information** or of **Third Party Information;**

3. with respect to Insuring Clause I.A.6.:

   a. liability **Assumed Under Contract**; or

   b. misappropriation of ideas under an implied contract;

4. to computer expert services or legal services covered under Insuring Clause B.1. and B.2.; or

5. to the extent the Insured would have been liable in the absence of such contract or agreement.

B. **Business Risks**

for or arising out of or resulting from:

1. inaccurate, inadequate or incomplete description of the price of goods, products or services;

2. cost guarantees, cost representations, or contract price estimates of probable costs or cost estimates actually or allegedly being exceeded;

3. the failure of goods, products, or services to conform with any represented quality or performance contained in **Advertising**; or

4. any actual or alleged gambling, contest, lottery, promotional game or other game of chance.

C. **Licensing Fees and Royalty Payments**

arising out of or resulting from any actual or alleged obligation to make licensing fee or royalty payments, including but not limited to the amount or timeliness of such payments.

D. **Reprinting, Recall, Removal, Disposal, Withdrawal, Inspection, Repair, Replacement, Reproduction Costs and Expenses**

for or arising out of or resulting from any costs or expenses incurred or to be incurred by the **Insured** or others for:

1. the reprinting, recall, removal or disposal of any **Media Material**, including any media or products containing such **Media Material**; or

2. the withdrawal, recall, inspection, repair, replacement, reproduction, removal or disposal of:

   a. **Technology Products**, including any products or other property of others that incorporate **Technology Products**;

   b. work product resulting from or incorporating the results of **Technology Based Services**; or

   c. any products or other property on which **Technology Based Services** are performed;

provided, that this exclusion shall not apply to **Claims** for the resulting loss of use of such **Media Material** or **Technology Products**, or loss of use of the work product resulting from such **Technology Based Services**.

E. **Electrical and Telecommunications Failure and Malfunction and Force Majeure**

arising out of, resulting from or alleging:

1. any failure or malfunction of electrical or telecommunications infrastructure or services, unless under the **Named Insured's** operational control; or

2. fire, flood, earthquake, volcanic eruption, explosion, lightning, wind, hail, tidal wave, landslide, act of God or other physical or force majeure event.

F. **Antitrust**

for or arising out of any actual or alleged antitrust violation, restraint of trade, unfair competition, violation of the Sherman Antitrust Act, the Clayton Act, the Robinson-Patman Act, as amended, or any similar law or

legislation of any state, province or other jurisdiction, false, deceptive or unfair trade practices, violation of consumer protection laws or false or deceptive or misleading advertising.

G. **Federal Trade Commission and Federal Communications Commission**

brought by or on behalf of the Federal Trade Commission, the Federal Communications Commission, or any similar governmental entity, in such entity's regulatory or official capacity.

H. **Intellectual Property**

for, arising out of or resulting from any actual or alleged:

1. infringement of copyright or misappropriation of trade secret arising out of or related to **Technology Products**; or

2. disclosure, misuse or misappropriation of any ideas, trade secrets or confidential information that came into the possession of any person prior to the date he or she became an employee, officer, director, principal or partner of the **Named Insured**.

I. Only with respect to Insuring Clauses I.A.5. and I.B., for, arising out of or resulting from:

1. the actual or alleged unlawful collection, acquisition or retention of **Personally Identifiable Information** or other personal information by, on behalf of, or with the consent or cooperation of the **Named Insured**; or the failure to comply with a legal requirement to provide individuals with the ability to assent to or withhold assent (e.g. opt-in or opt-out) from the collection, disclosure or use of **Personally Identifiable Information**.

VIII. LIMIT OF LIABILITY

A. The Limit of Liability stated in Item 3.(a) of the Declarations for each **Claim** is the aggregate limit of the Underwriters liability for all **Damages** and **Claims Expenses** arising out of each **Claim**.

B. The sublimit stated in Item 3.(b) of the Declarations is the aggregate sublimit of liability payable under Insuring Clause I.B. of this Policy and is part of, and not in addition to, the Policy Aggregate Limit of Liability stated in Item 3.(c).

C. The Aggregate for the **Policy Period** stated in Item 3.(c) of the Declarations is the Underwriters combined total Limit of Liability for all **Damages**, **Claims Expenses** and **Privacy Breach Response Services** arising out of all **Claims** which are covered under the terms and conditions of this Policy, and neither the inclusion of more than one

Insured under this Policy, nor the making of **Claims** by more than one person or entity shall increase the Limit of Liability.

D. The Underwriters' maximum aggregate Limit of Liability with respect to all **Claims** brought by or on behalf of or in the name or right of or involving the same claimant on a single project or related projects shall not exceed the Each **Claim** Limit of Liability stated in Item 3.(a) of the Declarations.

E. The Limit of Liability for the **Optional Extension Period** shall be part of and not in addition to the Limit of Liability of the Underwriters for the **Policy Period**.

F. The Underwriters shall not be obligated to provide **Privacy Breach Response Services** after the sublimit stated Item 3.(b) of the Declarations has been exhausted by payment of **Privacy Breach Response Services**.

G. Unless otherwise specific in this Policy, **Privacy Breach Response Services** will be provided by the services providers listed in the Information Packet. In the event a service provider is unable or does not provide the services set forth, the Underwriters will procure similar services from other sources.

IX. DEDUCTIBLE

A. The Each **Claim** Deductible stated in Item 4.(a) of the Declarations applies separately to each **Claim**. The Each **Claim** Deductible shall be satisfied by uninsured monetary payments by the **Named Insured** of **Damages** and **Claims Expenses** resulting from **Claims** first made during the **Policy Period** and the **Optional Extension Period** (if applicable) and reported to the Underwriters pursuant to the terms of this Policy. .

B. For all **Privacy Breach Response Services** the Deductible amount stated in Item 4.(b) of the Declarations applies separately to each incident, event or related incidents or events, giving rise to an obligation to provide **Privacy Breach Response Services** and shall be satisfied by monetary payments by the **Named Insured** for such services.

C. If the **Insured** and the Underwriters agree to use **Mediation** and the **Claim** is fully and finally resolved through the use of **Mediation**, the Insured's Deductible obligation shall be reduced by fifty percent (50%) of the Each **Claim** Deductible, up to $25,000 for such **Claim**.

D. If the **Insured** and the Underwriters agree to fully and finally resolve a **Claim** within six (6) months of when the **Claim** is first made against the **Insured,** the **Insured's** Deductible obligation shall be reduced by fifty percent (50%) of the Each **Claim** Deductible, up to $25,000 for such **Claim**. The total credit applied to the **Insured's** Each **Claim** Deductible under Clause IX.C. and IX.D. for any **Claim** shall not exceed fifty percent (50%) or $25,000.

E. Satisfaction of the applicable Deductible is a condition precedent to the payment by the Underwriters of any amounts or providing any services hereunder, and the Underwriters shall be liable only for the amounts in excess of such Deductible subject to the Underwriters' total liability not exceeding the Limits of Liability stated in Item 3. of the Declarations. The **Named Insured** shall make direct payments within the Each **Claim** Deductible to appropriate other parties designated by the Underwriters.

Any payments by the **Named Insured** in satisfaction of its deductible obligations under any other valid and collectible insurance shall not satisfy the Each **Claim** Deductible under this Policy.

X. INNOCENT INSURED

A. Whenever coverage under this Insurance would be excluded, suspended or lost because of Exclusion VI.A relating to criminal, dishonest, intentional, fraudulent, malicious, willful or knowing acts, errors or omissions by any **Insured**, and with respect to which any other **Insured** did not personally participate or personally acquiesce or remain passive after having personal knowledge thereof, then the Underwriters agree that such insurance as would otherwise be afforded under this Policy shall cover and be paid with respect to those **Insureds** who did not personally commit or personally participate in committing or personally acquiesce in or remain passive after having personal knowledge of one or more of the acts, errors or omissions described in Exclusion VI.A.

This provision is inapplicable to any **Claim** or **Circumstance** against the **Named Insured** arising from acts, errors or omissions known to any present or former principal, partner, director or officer of the **Named Insured**.

B. With respect to this provision, the Underwriters obligation to pay in such event shall only be in excess of the full extent of any recoverable assets of any **Insured** to whom Exclusion VI.A. applies and shall be subject to the terms, conditions and limitations of this Policy.

XI. NOTICE OF CLAIM OR CIRCUMSTANCE

A. If any **Claim** is made against an **Insured**, the **Insured** shall forward as soon as practicable to the Underwriters through the persons named in Item 10.(a) of the Declarations written notice of such **Claim** in the form of a facsimile, email or express or certified mail together with every demand, notice, summons or other process received by the **Insured** or the **Insured's** representative, but in no event later than sixty (60) days after the expiration of the **Policy Period** or during the **Optional Extension Period**, if purchased.

B. If after the Knowledge Date set forth in Item 7 of the Declarations any director, officer, principal, partner, insurance manager or any member of the risk management or legal department of the **Named Insured** first becomes aware of any **Circumstance** and gives written notice to the

Insurer in the form of a facsimile, email or express or certified mail through persons named in Item 10.(a) of the Declarations as soon as practicable during the **Policy Period** of:

1. the specific details of the act, error or omission or **Pollution Condition** in the provision of **Professional Services**, **Contracting Services**, **Media Activities** or **Technology Based Services** or relating to **Technology Products** that gave rise to the **Circumstance**;

2. the injury or damage which may result or has resulted from the **Circumstance**; and

3. the facts by which such director, officer, principal, partner, insurance manager or any member of the risk management or legal department of the **Named Insured** first became aware of the act, error or omission or **Pollution Condition**

then any subsequent **Claim** made against the **Insured** arising directly out of such **Circumstance** which is the subject of the written notice will be deemed to have been made at the time written notice complying with the above requirements was first given to the Underwriters.

C. A **Claim** shall be considered to be reported to the Underwriters when written notice is first received by the Underwriters in the form of a facsimile, email or express or certified mail through persons named in Item 10.(a) of the Declarations of the **Claim** or of a **Circumstance** if provided in compliance with Clause B. above.

D. With respect to Insuring Clause I.B., for a legal obligation to comply with a **Breach Notice Law** because of an incident (or reasonably suspected incident) described in Insuring Clauses I.A.5.B., such incident or reasonably suspected incident must be reported as soon as practicable during the **Policy Period** after discovery by the **Insured**.

XII. OPTIONAL EXTENSION PERIOD

A. If this Policy is cancelled or non-renewed by the Underwriters or by the **Named Insured**, then the **Named Insured** shall have the right, upon payment of an additional premium calculated at that percentage shown in Item 9.(a) of the Declarations of the total premium for this Policy, to an extension of the coverage granted by this Policy with respect to any **Claim** first made against any **Insured** and reported in writing to the Underwriters during the period of time set forth in Item 9.(b) of the Declarations after the end of the **Policy Period**, but only with respect to any act, error or omission or **Pollution Condition** committed or arising on or after the Retroactive Date and before the effective date of cancellation or non-renewal.

B. As a condition precedent to the right to purchase the **Optional Extension Period**, the total premium for this Policy must have been paid. The right

to purchase the **Optional Extension Period** shall terminate unless written notice together with full payment of the premium for the **Optional Extension Period** is given to the Underwriters within sixty (60) days after the effective date of cancellation or non-renewal. If such notice and premium payment is not so given to the Underwriters, there shall be no right to purchase the **Optional Extension Period**.

C. In the event of the purchase of the **Optional Extension Period**, the entire premium for the **Optional Extension Period** shall be deemed earned at its commencement.

D. The Limit of Liability for the **Optional Extension Period** shall be part of and not in addition to the Limit of Liability of the Underwriters for the **Policy Period**.

E. The offer of renewal terms, conditions or premiums different from those in effect prior to renewal shall not constitute a refusal to renew for purposes of this Clause XIII.

XIII. REPRESENTATIONS

By acceptance of this Policy, all **Insureds** agree that the statements contained in the **Application** are their agreements and representations, that they shall be deemed material to the risk assumed by the Underwriters, and that this Policy is issued in reliance upon the truth thereof.

XIV. OTHER INSURANCE

This Insurance shall apply in excess of:

A. any other valid and collectible insurance available to any **Insured**, including, but not limited to, any project specific professional liability and/or contractors pollution liability insurance; and

B. any self insured retention or deductible portion thereof

unless such other insurance is written only as specific excess insurance over the Limit of Liability of this Policy.

XV. ASSIGNMENT

The interest hereunder of any **Insured** is not assignable. If an **Insured** shall die or be adjudged incompetent, such insurance shall cover that **Insured's** legal representative as the **Insured** as would be permitted by this Policy.

XVI. CANCELLATION AND NONRENEWAL

A. The **Named Insured** may cancel this Policy by surrender thereof to the Underwriters, or by mailing to the Underwriters written notice stating when thereafter such cancellation shall be effective. The mailing of such notice shall be sufficient notice and the effective date of cancellation stated in

the notice shall become the end of the **Policy Period**. Delivery of such written notice shall be equivalent to mailing.

B. The Underwriters may cancel this Policy by mailing or delivering to the **Named Insured** at the address shown in the Declarations written notice stating when, not less than sixty (60) days thereafter, such cancellation shall be effective. However, if the Underwriters cancel this Policy because the **Insured** has failed to pay a premium when due, this Policy may be cancelled by the Underwriters by mailing or delivering a written notice of cancellation to the **Named Insured** at the address shown in the Declarations stating when not less than ten (10) days thereafter such cancellation shall be effective. The notice of cancellation shall state the reason for cancellation. The mailing of such notice shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery of such written notice by the Underwriters shall be equivalent to mailing

C. If this Policy is cancelled pursuant to A. hereinabove, the Underwriters shall retain the customary short rate portion of the premium hereon. If this Policy is cancelled pursuant to B. hereinabove, the Underwriters shall retain the pro rata portion of the premium hereon. Payment or tender of any unearned premium by the Underwriters shall not be a condition precedent to the effectiveness of cancellation.

D. If the Underwriters decide not to renew this Policy, the Underwriters shall mail or deliver written notice to the **Named Insured** at the address shown in the Declarations at least sixty (60) days before the end of the **Policy Period**. The notice of nonrenewal shall state the reason for nonrenewal.

XVII. MERGERS AND ACQUISITIONS

A. If during the **Policy Period**, the **Named Insured** acquires another entity for whom more than fifty percent (50%) of the outstanding securities representing the present right to vote for the election of such entity's directors are owned by the **Named Insured**, then no **Insured** shall have coverage under this Policy for any **Claim** that arises out of any act, error or omission or **Pollution Condition**, whether committed or arising either before or after such acquisition:

1. by the acquired entity or any person employed by the acquired entity; or

2. involving or relating to the assets, liabilities, or **Computer Systems** of the acquired entity.

The foregoing provision shall not apply if the **Named Insured** gives the Underwriters written notice within sixty (60) days after the effective date of the acquisition, obtains the written consent of the Underwriters to extend coverage to such additional entities, assets or exposures, and agrees to pay any additional premium required by the Underwriters.

B. If during the **Policy Period** the **Named Insured** consolidates or merges with another entity such that the **Named Insured** is not the surviving entity, is acquired by another entity, or sells substantially all of its assets to any other entity, then coverage under this Policy shall not apply to acts, errors, omissions or other breach or **Pollution Conditions** committed or arising subsequent to such consolidation, merger or acquisition. The **Named Insured** shall provide written notice of such consolidation, merger or acquisition to the Underwriters as soon as practicable, together with such information as the Underwriters may require.

C. All notices and premium payments made under this section shall be directed to the Underwriters through the entity named in Item 9.(b) of the Declarations.

XVIII. ASSISTANCE AND COOPERATION OF THE INSURED

The **Insured** shall cooperate with the Underwriters in all investigations, including investigations regarding the **Application** for and coverage under this Policy. The **Insured** shall execute or cause to be executed all papers and render all assistance as is requested by the Underwriters. The **Insured** agrees not to take any action which in any way increases the Underwriters exposure under the Policy.

Upon the Underwriters request, the **Insured** shall assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the **Insured** because of acts, errors or omissions or **Pollution Conditions** with respect to which insurance is afforded under this Policy; and the **Insured** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.

The **Insured** shall not admit liability, make any payment, assume any obligations, incur any expense, enter into any settlement, stipulate to any judgment or award or dispose of any **Claim** without the written consent of the Underwriters.

Except as provided for in Clause II.B., expenses incurred by the **Insured** in assisting and cooperating with the Underwriters, as described above, do not constitute **Claims Expenses** and are not reimbursable under the Policy.

XIX. ACTION AGAINST THE UNDERWRITERS

No action shall lie against the Underwriters unless, as a condition precedent thereto, the **Insured** shall have fully complied with all of the terms of this Policy, nor until the amount of the **Insured's** obligation to pay shall have been fully and finally determined either by judgment against them or by written agreement between them, the claimant and the Underwriters. Nothing contained herein shall give any person or organization any right to join the Underwriters as a party to any **Claim** against the **Insured** to determine their liability, nor shall the Underwriters be impleaded by the **Insureds** or their legal representative in any **Claim**.

XX. SUBROGATION

In the event of any payment under this Insurance, the Underwriters shall be subrogated to all the **Insureds'** rights of recovery therefore against any person or organization, and the **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall do nothing to prejudice such rights. The Underwriters agrees to waive its rights of recovery against any client of the **Named Insured** for a **Claim** which is covered pursuant to Insuring Clause I.A.1. and/or I.A.2 of this Policy to the extent the **Named Insured** had, prior to such **Claim**, a written agreement to waive such rights. Any recoveries shall be applied first to subrogation expenses, second to **Damages**, **Claims Expenses** and **Privacy Breach Response Services** paid by the Underwriters, and third to the Each **Claim** Deductible or Each Incident Deductible (as applicable). Any additional amounts recovered shall be paid to the **Named Insured**.

XXI. ENTIRE AGREEMENT

By acceptance of this Policy, all **Insureds** agree that this Policy embodies all agreements existing between them and the Underwriters relating to this Insurance. Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this Policy or estop the Underwriters from asserting any right under the terms of this Policy; nor shall the terms of this Policy be waived or changed, except by written endorsement issued to form a part of this Policy, signed by the Underwriters.

XXII. VALUATION AND CURRENCY

All premiums, limits, deductibles, **Damages** and other amounts under this Policy are expressed and payable in the currency of the United States. If judgment is rendered, settlement is denominated or another element of **Damages** under this Policy is stated in a currency other than United States dollars or if **Claims Expenses** are paid in a currency other than United States dollars, payment under this Policy shall be made in United States dollars at the rate of exchange published in the *Wall Street Journal* on the date the judgment becomes final or payment of the settlement or other element of **Damages** is due or the date such **Claims Expenses** are paid.

XXIII. BANKRUPTCY

Bankruptcy or insolvency of the **Insured** shall not relieve the Underwriters of their obligations nor deprive the Underwriters of its rights or defenses under this Policy.

XXIV. AUTHORIZATION

By acceptance of this Policy, the **Insureds** agree that the **Named Insured** will act on their behalf with respect to the giving and receiving of any notice provided for in this Policy, the payment of premiums and the receipt of any return premiums that may become due under this Policy, and the agreement to and acceptance of endorsements.

XXV. HEADINGS

The descriptions in the headings and subheadings of this Policy are solely for convenience, and form no part of the terms and conditions of coverage.

Effective date of this Endorsement: 06-May 2024

This Endorsement is attached to and forms a part of Policy Number: C1875F241001 Beazley America Insurance Company, Inc. referred to in this endorsement as either the "Insurer" or the "Underwriters"

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER

This endorsement modifies insurance provided under the following:

AFB A&E MEDIA TECH® POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that in addition to the provisions of Clause **XVI. CANCELLATION AND NONRENEWAL** B., if this Policy is cancelled by the Underwriters, the Underwriters will provide thirty (30) days written notice, but ten (10) days written notice in the event the **Insured** has failed to pay a premium when due, to the following persons and/or entity(ies):

City of Tyler
PO Box 2039
Tyler, TX 75710

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

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 Work Order ☐

PROJECT: Title of Project
WORK ORDER NUMBER: E.G. 01

****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, wastewater 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.

DIRECTION
327 deg(T)
32.33702°N
095.28751°W
ACCURACY 5 m
DATUM WGS84
2024-07-30
13:31:56-05:00

DIRECTION
1 deg(T)
32.37222°N
095.31883°W
ACCURACY 5 m
DATUM WGS84
Dowden Supply Co.
STREETS
STREETS
2024-04-17
09:45:11-05:00

DIRECTION
336 deg(T)
32.37220°N
095.31882°W
ACCURACY 4 m
DATUM WGS84
172”L x 50”W x 72”D
box on the real S si…
2024-04-17
10:05:26-05:00

USE NO ACID

DIRECTION
165 deg(T)
32.30547°N
095.27837°W
ACCURACY 8 m
DATUM WGS84
2024-06-11
17:34:41-05:00

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-7

Date: September 25, 2024

Subject: Request that the City Council consider authorizing the City Manager to approve the reconciliation change order and release the retainage in the amount of $41,652.74 to True Roads Construction, LLC, for the construction of the Numerous Drainage Improvements Project.

Item Reference: **M-2 04/28/2023; C-A-12 12/13/2023**

On April 28, 2023, Item No. M-2 the City Council authorized the award of the Numerous Drainage Improvements Project to True Roads Construction, LLC, in the amount of $747,958.00, then on December 13, 2023, Item No. C-A-12, approved Changer Order No. 1 for additional work for the amount of $85,186.00, raising the contract to $833,144.00. The construction has been successfully completed and the total cost of the project is $833,054.75, resulting in a decrease of $89.25.

It is recommended that the project be accepted and release the reconciliation change order and the final payment retainage in the amount of $41,652.74 be released to the contractor, True Roads Construction, LLC.

FUNDING: Half Cent

RECOMMENDATION:

It is recommended that the City Council approve the reconciliation change order and authorize the release of the final retainage payment in the amount of $41,652.74 be released to the contractor, True Roads Construction, LLC

Attachments:
Estimate 8_COT Numerous Drainage Locations Final (Retainage)

Drafted/Recommended By:
Department Leader Gary Cannon, Project Manager

Edited/Submitted By:
City Manager

APPROVED
gcannon , 9/6/2024, 10:48:10 AM

TRUE ROADS CONSTRUCTION, LLC.
P.O. BOX 1430
HALLSVILLE, TX 75650

PROJECT: NUMEROUS DRAINAGE IMPROVEMENTS

AUGUST 2024 - FINAL
ESTIMATE NO. 8- FINAL
INVOICE: TRC230808

ITEM	DESCRIPTION	UNIT COST	UOM	EST QTY	8	QTY COMPL TO DATE	CONTRACT PRICE	AMT DUE THIS PERIOD	AMT DUE TO DATE
1	MOBILIZATION	74,000.00	LS	1		1	74,000.00	0.00	74,000.00
2	CONSTRUCTION STAKING	5,000.00	LS	1		1	5,000.00	0.00	5,000.00
3	EROSION CONTROL	6,000.00	LS	1		1	6,000.00	0.00	6,000.00
4	PREPARE ROW	36,000.00	AC	0.48		0.48	17,280.00	0.00	17,280.00
5	REMOVE CONCRETE	50.00	SY	74		296	3,700.00	0.00	14,800.00
6	REMOVE CONC (RETAINING WALL)	100.00	SY	14		14	1,400.00	0.00	1,400.00
7	REMOVE ASPH PAVEMENT	100.00	SY	8		8	800.00	0.00	800.00
8	EMBANKMENT	50.00	CY	1603		1625	80,150.00	0.00	81,250.00
9	F&PLACE TOPSOIL 4"	14.00	SY	195		195	2,730.00	0.00	2,730.00
10	BLOCK SODDING	9.00	SY	195		0	1,755.00	0.00	0.00
11	BONDED FIBER MATRIX	3.00	SY	1297		8662	3,891.00	0.00	25,986.00
12	VEG. WATERING	50.00	MG	57		0	2,850.00	0.00	0.00
13	FLOWABLE BACKFILL	600.00	CY	194		135	116,400.00	0.00	81,000.00
14	RIPRAP (CONC)(6 IN)	800.00	CY	36		88	28,800.00	0.00	70,400.00
15	RIPRAP STONE PROTECT 18 IN	250.00	CY	494		740	123,500.00	0.00	185,000.00
16	RCP CL III 48 IN	400.00	LF	39		39	15,600.00	0.00	15,600.00
17	HEADWALL CH FW S DIA 36 IN	16,000.00	EA	1		1	16,000.00	0.00	16,000.00
18	PVC SCH 40 10 IN	50.00	LF	17		17	850.00	0.00	850.00
19	REMOVE STR HEADWALL	4,000.00	EA	1		1	4,000.00	0.00	4,000.00
20	REMOVE STR (PIPE)(24 IN)	50.00	LF	14		14	700.00	0.00	700.00
21	REMOVE STR (PIPE)(36 IN)	50.00	LF	3		3	150.00	0.00	150.00
22	REMOVE STR (PIPE)(48 IN)	50.00	LF	39		39	1,950.00	0.00	1,950.00
23	RFD INSTALL TYPE 3	60.00	LF	73		56	4,380.00	0.00	3,360.00
24	RFD REMOVE	12.00	LF	73		56	876.00	0.00	672.00
25	CHAIN LINK FENCE REMOVE	10.00	LF	45		195	450.00	0.00	1,950.00
26	CHAIN LINK FENCE INSTALL 6 FT	60.00	LF	45		195	2,700.00	0.00	11,700.00
28	END OF ROAD MARKERS	600.00	EA	5		5	3,000.00	0.00	3,000.00
28	RETAINING WALL (CONC BAGWALL)	120.00	SF	480		560	57,600.00	0.00	67,200.00
29	CONC MOW STRIP	380.00	SY	13		19	4,940.00	0.00	7,220.00
30	EXIST HEADWALL SHORE UP AND SECURE	10,000.00	LS	2		2	20,000.00	0.00	20,000.00
31	WATER STOP EARTHSHIELD	70.00	LF	60		0	4,200.00	0.00	0.00
32	REMOVE EXIST SS PIPE	36.00	LF	91		65	3,276.00	0.00	2,340.00
33	SAN SEWER (8IN)	200.00	LF	26		26	5,200.00	0.00	5,200.00
34	SAN SEWER (10 IN)	180.00	LF	33		33	5,940.00	0.00	5,940.00
35	STEEL CASING (14 IN)	330.00	LF	23		0	7,590.00	0.00	0.00
36	STEEL CASING (18 IN)	360.00	LF	30		30	10,800.00	0.00	10,800.00
37	RAISE MANHOLE TO GRADE	1,500.00	EA	1		0	1,500.00	0.00	0.00
38	CONTINGENCY	108,000.00	LS	1		0	19,223.25	0.00	0.00
	TREE REMOVAL AT DEVINE/PINKERTON	6,500.00	LS	1		1	6,500.00	0.00	6,500.00
	TREE REMOVAL AT GOLDEN RD	4,000.00	LS	1		1	4,000.00	0.00	4,000.00
	CENTENNIAL REPAIRS AND PIPE SUPPORTS	23,745.75	LS	1		1	23,745.75	0.00	23,745.75
	TREE SEDIMENT REMOVAL AND ADDL RIPRAP IN CHAN.	54,531.00	LS	1		1	54,531.00	0.00	54,531.00
				MOH			$ 747,958.00	$ -	$ 833,054.75

DATE _____

CHECKED BY:

BY _____

DATE _____

MATERIAL ON HAND	$ -	$ -
TOTAL AMOUNT TO DATE	$ -	$ 833,054.75
RETAINAGE BILLED/OWED	$ 41,652.74	$ -
NET TOTAL	$ 41,652.74	$ 833,054.75
LESS PREVIOUS BILLED		$ (791,402.01)
AMOUNT DUE THIS ESTIMATE	$ 41,652.74	$ 41,652.74

EST 1
EST 2
EST 3

APPROVED
gcannon , 9/6/2024, 10:48:10 AM

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-8

Date: September 25, 2024

Subject: Request that the City Council consider authorizing the City Manager to purchase one (1) new Freightliner chassis with a Vactor sewer body through Tips Contract #230802 from Doggett Truck Centers for $489,052.50.

Item Reference:

The fleet replacement program budgets for departments to replace their vehicles on a regular schedule, particularly those with mileage and/or maintenance cost expectations. Waste Collection and VES researched bids with City specified options through the various purchasing coops to replace buyback unit 20241 and recommends awarding the chosen vendor: Doggett Truck Centers through Tips Contract #230802 total cost $489,052.50.00. This truck will be on a 5-year buyback plan that includes all maintenance, repairs, and loaner, if needed.

Funds will be from the VES fleet FY25 replacement account 640-0661-641.26-04.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to purchase one (1) new Freightliner chassis with a Vactor sewer body through Tips Contract #230802 from Doggett Truck Centers for $489,052.50.

Attachments:
Doggett Vac truck

Drafted/Recommended By:
Department Leader Stan Stoffregen Fleet Manager

Edited/Submitted By:
City Manager

FREIGHTLINER

DOGGETT FREIGHTLINER OF SOUTH TEXAS LLC - AUSTIN

1701 Smith Rd.
Austin, Texas 78721

Bus: 512-389-0000
Fax: 512-389-2663

DATE: 8/5/2024
INVOICE / BUYER'S ORDER

BUYER'S NAME				TELEPHONE
CITY OF TYLER				903-531-1323
ADDRESS		**CITY**	**STATE**	**ZIP CODE**
410 W OAKWOOD		TYLER	TX	75702
YEAR	**MAKE**	**MODEL/BODY**	**VIN**	**LICENSE PLATE**
2025	WESTERN STAR	47X	TBD	

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY CHARGED TO BUYER FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW.

UN PAGO DOCUMENTAL NO ES UN CARGO OFFICIAL. LA LEYNO EXIGUE SE IMPONGA UN CARGO DOCUMENTAL. PERO ESTE PODRIA COBRARSE A LOS COMPRADORES POR EL MANEJO DE LA DOCUMENTACION EN RELACION CON LE VENTA. UN CARGO DOCMENTAL NO PUEDI EXCEDER UNA CANIDAD PAZONABLE ACORDADA POR LAS PARTES. ESTA NOTIFICACION SE EXIGUE POR LA LEY.

Disclaimer of Warranties

The above decribed vehicle sold by Freightliner of Ausitn is sold as is, without either express or implied warranties of any kind by Freightliner of Austin, including warranties of merchantability or fitness, and Buyer will bear the entire expense of repairing or correcting any defects that presently exist or that may occur in the vehicle, unless a writte warranty by, or service contract with Freightliner of Austin covering the describe vehicle is delivered to Buyer in conjunction with or within 90 days following the time of sale,but such vehicle or any of its component parts may be subject to warranty by the manufacuter thereof.

MILEAGE:	
TIPS CONTRACT #230802	
CHASSIS BASE MODEL PRICE	$119,833.56
OPTION CONTENT	$17,715.44
VACTOR 2100i COMBINATION SEWR CLEANER	$462,109.00
WITH OPTIONS	
FIVE YEAR BUMPER TO BUMPER WARRANTY ON	$21,989.00
CHASSIS AND VACTOR	
FIVE (5) YEAR MILE AFTER MILE™	$60,000.00
PROGRAM TO INCLUDE ALL MAINTENANCE,	
REPAIRS & NO CHARGE LOANER	
LESS BUYBACK OF 2020 VACTOR 2100i	
SERIAL # 20-09V 19689 ($192,594.50)	
BMI QUOTE # 2022-47144 EXP DATE 10-31-24	
2024 Replacement	

CUSTOMER COPY

MILEAGE:			
YEAR	MAKE	MODEL/BODY	VIN
MILEAGE:		TRADE-IN	
YEAR	MAKE	MODEL/BODY	VIN

		TOTAL	$681,647.00
PAYOFF TO:		**(Trade Allowance)**	($192,594.50)
ADDRESS:		**TRADING DIFFERENCE**	$489,052.50
TELEPHONE: FAX:		**SALES TAX**	$0.00
GOOD UNTIL:		**DEALER'S INVENTORY TAX**	$0.00
QUOTED BY:		**LICENSE FEE**	$0.00
SHOW LIEN TO:	Body Type:	**DOCUMENTARY FEE**	**$0.00**
ADDRESS:	License Wt.:	**FEDERAL EXCISE TAX**	$0.00
	State Insp.:	**TOTAL SALE PRICE**	$489,052.50
DATED: LIEN AMOUNT $	License:	**PAYOFF ON TRADE**	$0.00
DRAFT FOR $	Title:	**EXT. WARRANTY**	$0.00
DRAFT THRU:	Transfer:	**LESS DEPOSIT**	$0.00
ADDRESS:		**Total Balance Due**	$489,052.50

**The Dealer's Inventory Tax charge is intended to reimburse the dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the Dealer to the county tax assessor-collector, is not a tax imposed on a consumer by the government, and is not required to be charged by the dealer to the consumer.

The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions on the contract of sale.

La informacion que aparece en la ventanilla de este vehiculo forma parte de este contrato. La informacion contenida en el formulario de la ventanilla anula cualquier prevision que establezca lo contratio y quy aparezca en el contrato de venta. If a credit purchase, this is an offer to purchase only. Buyer offers to purchase vehicle on credit terms described herein and no contractual relationship is created. This order does not constitute an agreement for the extension of credit. Manufacturer/Distributor reserves the right to change the price of new vehicles to Seller without notice. In the event that the price to Seller of the new vehicle ordered hereunder is changed prior to delivery to Buyer, Buyer agrees and accepts that the cash delivered price will be changed accordingly. If the Buyer's used vehicle trade-in is not delivered to the Seller until delivery of the new vehicle, the trade-in will be reappraised at that time and Buyer agrees that such reappraised value shall determine the allowance, if any, made for the trade-in. Buyer agrees to deliver the original bill of sale and the title to an trade-in along with the delivery of the trade-in and further agrees to execute and all documents necessary or required to transfer legal title and ownership to Seller or its assigns. Buyer warrants the trade-in to be his property and free and clear of all liens and encumbrances except as otherwise noted herein. Buyer further warrants that the trade-in has not been declared rebuilt salvage, reconditioned, nonrrpairable, or flood damaged and that the emission systems have not been tampered with and are in the condition as originally manufactured, except for ordinary wear, unless so disclosed. Seller makes no representations, concerning fuel economy of the sale unit and any information posted on the sale unit or contained in literature relating to the same reflect the results of tests performed, required or prescribed by government agency, upon which Seller has relied.It is expressly agreed to and understood by Buyer and Seller that is the event of a non-credit transaction, Seller retains a security interest in the purchased vehicle until such time as Buyer has paid the Seller for the vehicle. Buyer agrees to all the above listed charges.

BUYER'S SIGNATURE: _____ **SELLER'S SIGNATURE:** _____ **DATE** _____

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-9

Date: September 25, 2024

Subject: Request that the City Council consider authorizing the City Manager to purchase one (1) Elgin Crosswind Street Sweeper from Kinloch Equipment through Sourcewell Contract 093021-ELG as part of the Fleet Replacement Program for FY2025 in the amount of $451,002.00 per unit.

Item Reference:

The fleet replacement program budgets for departments to replace their vehicles on a regular schedule, particularly those with mileage and/or maintenance cost expectations. After meeting with the Storm Water department, Vehicle Services researched bids with City specified options and recommends purchasing the following equipment from Kinloch through Sourcewell Contract 093021-ELG

One (1) Elgin Crosswind Street Sweeper in the amount of $451,002.00. This unit will have a 4-year bumper to bumper warranty, Loaner unit as needed for break downs and a guaranteed buyback of $191,755.00.

Funds for the purchase of the units are allocated in FY 2025 account 640-0661-641 -26-04.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to purchase one (1) Elgin Regin X Street Sweeper from Kinloch Equipment through Sourcewell Contract 093021-ELG as part of the Fleet Replacement Program for FY2025 in the amount of $451,002.00 per unit.

Attachments:
Kinloch Elgin Sweeper

Drafted/Recommended By:
Department Leader Stan Stoffregen Fleet Manager

Edited/Submitted By:
City Manager

Kinloch
Equipment & Supply, Inc.

P.O. Box 4919
Pasadena, TX 77502
Tel: 713.473.6213 Fax: 713.473.7858
Toll Free: 800.231.6929

forest 18222 FY25

MILE AFTER MILE℠

Turnkey Equipment Ownership Solution

Proposal For

The City of Tyler

CITY OF TYLER
A Natural Beauty

Kinloch
Equipment & Supply, Inc.

P.O. Box 4919
Pasadena, TX 77502
Tel: 713.473.6213 Fax: 713.473.7858
Toll Free: 800.231.6929

As an alternative to the traditional equipment acquisition model, we offer a turnkey "cradle to grave" equipment acquisition and operation solution that achieves the best of both worlds.....high productivity and low cost of ownership and operation. We call this program **Mile After Mile™.**

Our proposal is based on the Elgin Crosswind 1. The model designation of "1" indicates single engine technology which eliminates the auxiliary engine. This translates into less maintenance, fuel consumption andnoise emission. This innovative technology, while proven in other allied industrial equipment, is an innovative initiative spearheaded by Elgin Sweeper Company in the sweeper industry which allows Elgin to command its industry leading position.

In real-world testing, the fuel savings in actual working conditions versus traditional twin engine air sweepers was 11 gallons per shift. Assuming a conservative price per gallon of diesel net of excise tax of $3.10/gallon equates to $34.10 per day, $8,525 per year, or $34,100 over a four-year life cycle. Again, these figures are intentionally conservative, and the actual savings will likely be nominally higher.

This is what this program offers:

- Equipment built to the City's specifications and requirements.
- A four (4) year bumper-to-bumper warranty for both the truck chassis and sweeper
- All repairs & maintenance included (except brooms)
- Guaranteed minimum 95% equipment availability supported by free of charge loaner equipment in the event of protracted downtime.

This again is designed to offer a low, fixed cost of operation and a correspondingly high level of equipment availability. This yields a lower cost of ownership per productive hour, which I'll explain later in this proposal.

This program is offered for a four (4) year term with a guaranteed repurchase amount from Kinloch Equipment & Supply offered to be exercised at the City's sole discretion.

AQUISTION DETAILS

Model	Crosswind 1
Debris Body Capacity	8 Cubic Yards
Water Tank Capacity	240 Gallons
Vacuum System	Hydraulically Driven Fan Impellor
Brooms	Dual Sidebrooms
Capital Cost	$388,960.
Mile After Mile™ Program	
Four (4) Year Bumper to Bumper Warranty	$14,042.
Four (4) Year Repair & Maintenance Agreement	$48,000.
Free Loaner Equipment	Included w/ Repair & Maintenance Agreement
TOTAL INITIAL COST OUTLAY	**$451,002.**
Less Guaranteed Buyback	($191,755.)
NET COST OF FOUR (4) YEAR OWNERSHIP	**$259,274.**

Kinloch
Equipment & Supply, Inc.

P.O. Box 4919
Pasadena, TX 77502
Tel: 713.473.6213 Fax: 713.473.7858
Toll Free: 800.231.6929

COST PER PRODUCTIVE HOUR

Assumptions:

- 8 hours in a normal single shift workday.
- 52 weeks in a year equals 2,080 normal work hours.
- ~10 days per year (80 hours) of Federal holidays.
- Net 2,000 normal work hours per year
- Minimum of 95% guaranteed equipment availability

COST PER PRODUCTIVE HOUR OF USAGE: $34.12/HOUR

Prices quoted herein are in accordance with Sourcewell Cooperative Purchasing Contract # 093021-ELG. City of Tyler Member # 33152.

Prices quoted herein are firm until 10.31.24.

Please let me know if you have any questions or require any additional information.

Sincerely,

Dan Federico
Sales Manager

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-10

Date: September 25, 2024

Subject: Request that the City Council consider authorizing the City Manager to approve the agreements with various cooperative groups, whereby the City of Tyler can take full advantage of purchasing any and all items available through the cooperatives and to award the purchase of office supplies, furniture and copy paper, by utilizing multiple contracts, to Ables-Land Inc. through FirstChoice Coop, ODP Business Solutions through OMNIA, Staples through Sourcewell and purchase products from Amazon through the OMNIA coop for the fiscal year, October 1, 2024, thru September 30, 2025.

Item Reference: **City Council Agenda Items: C-A-8, 9-28-16; C-A 8, 9-27-17; C-A 7, 9-27-18; C-A-5, 10-24-18; C-A-3, 9-25-19; C-A-5, 9-9-20; C-A-2, 9-22-21; C-A-8, 9-14-22; C-A-14, 9-13-23**

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. For several years, the City of Tyler has been participating in the usage of various cooperative groups: the First Choice Cooperative, OMNIA Partners (formerly National Intergovernmental Purchasing Alliance (NIPA) and The Cooperative Purchasing Network (TCPN)), BuyBoard Purchasing Cooperative, Houston Galveston Area Cooperative (HGAC), Texas Multiple Awards Schedule (TXMAS), Texas SmartBuy (SmartBuy), Sourcewell, The Interlocal Purchasing System (TIPS), General Services Commission, National Joint Powers Alliance Cooperative (NJPA), Texas State Department of Information Resources Program (DIR), and the U.S. Communities Government Purchasing Alliance (USC) by utilizing their agreements. 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. To date, the City has received more than $490,378 in dividend refunds from First Choice.

Examples of the various items purchased are as follows:

1. Paper products
2. Auto parts

3. Janitorial products
4. Light bulbs
5. Graphic design services
6. Office supplies
7. Electricity

The City entered into agreements with the cooperative groups, which allowed the City to purchase any and all commodities under the price agreements when deemed in the City's best interest. The City is able to check with the groups on any items that are needed; and if the price available seems reasonable and comparable to past prices or prices on other bid lists, the City can then purchase through the cooperatives without having to conduct more formal bidding.

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.

Based on the authority granted in Tex. Loc. Gov't Code at Â§252.022 and Â§271, and the existing City Purchasing policy, the City of Tyler can enter into multiple cooperative agreements for office supplies, furniture, and copy paper, if the cooperatives are in accordance with the State Purchasing Department (SPD) guidelines and cooperatives.

We are currently utilizing the FirstChoice contract, awarded to Ables-Land Inc., the OMNIA contract, awarded to ODP Business Solutions, the Sourcewell contract, awarded to Staples and are currently utilizing the OMNIA contract, awarded to Amazon.

In an effort to find more cost-effective solutions and options for the City, the Purchasing Department is requesting to utilize the contracts listed below from the specified cooperatives for the fiscal year, October 1, 2024, thru September 30, 2025.

Cooperative Contract Number Description Awarded Vendor
FirstChoice FC328 Office Supplies Ables-Land Inc.
OMNIA 19-12R Office Supplies ODP Business Solutions
OMNIA R-TC-17006 Online Marketplace for Purchase of Products / Services Amazon
Sourcewell 012320-SCC Office Supplies/Furniture Staples

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to approve the agreements with various cooperative groups, whereby the City of Tyler can take full advantage of purchasing any and all items available through the cooperatives and to award the purchase of office supplies, furniture and copy paper, by utilizing multiple contracts, from Ables-Land Inc. through FirstChoice Coop, ODP Business Solutions through OMNIA, Staples through Sourcewell and purchase products from Amazon through the OMNIA Coop for the fiscal year, October 1, 2024, thru September 30, 2025.

Drafted/Recommended By:

Department Leader Sherry Pettit, Purchasing Manager

Edited/Submitted By:
City Manager

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-11

Date: September 25, 2024

Subject: Request that the City Council consider authorizing the City Manager to award the various annual price agreements to the vendors listed for DI Fittings, DI Pipe, Water Meter Boxes / Lids, and Water and Sewer New Install and Repair Products for the fiscal year beginning October 1, 2024.

Item Reference: **City Council Agenda Items: C-A-6, 9-27-17; C-A-2, 9-26-18, C-A-2, 9-25-19; C-A-6, 9-9-20; C-A-3, 9-22-21; CA-12, 9-14-22; C-A-17, 9-13-23**

Annual price agreement sealed bids were received for providing:

a. Bid No. 24-028 Ductile Iron Fittings: for use in the City's water and sanitary sewer system. Requests for bids were sent directly to twelve vendors. Three bids were received. Ferguson Waterworks of Tyler, Texas submitted the lowest responsible bid.

b. Bid No. 24-029 Ductile Iron Pipe: for use in the City's water and sanitary sewer system. Requests for bids were sent directly to fourteen vendors. Three bids were received. Core & Main LP of Tyler, Texas submitted the lowest responsible bid.

c. Bid No. 24-030 Water Meter Boxes and Lids: for use in the City's water and sanitary sewer system. Requests for bids were sent directly to twelve vendors. Three bids were received. Core & Main LP of Tyler, Texas submitted the lowest responsible bid.

d. Bid No. 24-031 Water and Sewer New Install and Repair Products: for use in the City's water and sanitary sewer system. Requests for bids were sent directly to twelve vendors. Four bids were received. There were 10 categories. Core & Main LP, Ferguson Waterworks, APSCO Supply and Texarkana Winwater Works, submitted the lowest responsible bid for different categories. See Category Summary on bid tabulation for details.

The tabulation sheets are attached for review.

These annual price agreements will establish unit prices to be used throughout Fiscal Year 2024-25.

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to award the various annual price agreements to the vendors listed for DI Fittings, DI Pipe, Water Meter Boxes / Lids, and

Water and Sewer New Install and Repair Products for the fiscal year beginning October 1, 2024.

Attachments:
D Tabulation Ductile Iron Fittings
D Tabulation Ductile Iron Pipe
D Tabulation Water Meter Boxes and Lids
D Tabulation W & S New Install and Repair Products

Drafted/Recommended By:
Department Leader Sherry Pettit, Purchasing Manager

Edited/Submitted By:
City Manager

CITY OF TYLER PURCHASING

CITY OF TYLER BID # 24-028

DATE OPENED & TABULATED
August 27, 2024

BID TITLE: Ductile Iron Fittings for Fiscal Year 2024-25

		VENDOR	FY 2023-24 Awarded Vendor - Ferguson Waterworks		Ferguson Waterworks		Core & Main LP		APSCO Supply				
		BRAND			Various, Sigma, Custom		Star, SIP, Tyler, Union		Sigma, EBAA,				
ITEM	QTY	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE
		DUCTILE IRON FITTINGS											
		MJ X MJ DUCTILE IRON 90 DEGREE BENDS											
1	4	4"	$ 60.72	$ 242.88	$ 69.00	$ 276.00	$ 63.25	$ 253.00	$ 69.00	$ 276.00		$ -	
2	7	6"	$ 99.36	$ 695.52	$ 112.91	$ 790.37	$ 103.50	$ 724.50	$ 112.90	$ 790.30		$ -	
3	2	8"	$ 143.52	$ 287.04	$ 163.09	$ 326.18	$ 149.51	$ 299.02	$ 163.05	$ 326.10		$ -	
4	2	10"	$ 227.24	$ 454.48	$ 231.88	$ 463.76	$ 236.71	$ 473.42	$ 258.20	$ 516.40		$ -	
5	2	12"	$ 305.90	$ 611.80	$ 325.43	$ 650.86	$ 318.65	$ 637.30	$ 347.60	$ 695.20		$ -	
		MJ X MJ DUCTILE IRON 45 DEGR	$ -										
6	4	4"	$ 50.60	$ 202.40	$ 57.50	$ 230.00	$ 52.71	$ 210.84	$ 57.50	$ 230.00		$ -	
7	13	6"	$ 80.50	$ 1,046.50	$ 91.48	$ 1,189.24	$ 83.86	$ 1,090.18	$ 91.45	$ 1,188.85		$ -	
8	4	8"	$ 117.30	$ 469.20	$ 133.30	$ 533.20	$ 122.19	$ 488.76	$ 133.25	$ 533.00		$ -	
9	2	10"	$ 169.28	$ 338.56	$ 172.73	$ 345.46	$ 176.34	$ 352.68	$ 192.35	$ 384.70		$ -	
10	2	12"	$ 253.00	$ 506.00	$ 258.16	$ 516.32	$ 263.55	$ 527.10	$ 287.50	$ 575.00		$ -	
		MJ X MJ DUCTILE IRON 22 1/2 DE	$ -										
11	2	4"	$ 47.84	$ 95.68	$ 48.82	$ 97.64	$ 49.84	$ 99.68	$ 84.35	$ 168.70		$ -	
12	2	6"	$ 73.14	$ 146.28	$ 74.63	$ 149.26	$ 76.19	$ 152.38	$ 83.10	$ 166.20		$ -	
13	2	8"	$ 114.54	$ 229.08	$ 116.88	$ 233.76	$ 119.32	$ 238.64	$ 130.15	$ 260.30		$ -	
14	2	10"	$ 168.82	$ 337.64	$ 172.27	$ 344.54	$ 175.86	$ 351.72	$ 191.80	$ 383.60		$ -	
15	2	12"	$ 221.26	$ 442.52	$ 235.38	$ 470.76	$ 230.48	$ 460.96	$ 251.40	$ 502.80		$ -	
		MJ X MJ DUCTILE IRON TEES		$ -									
16	2	4"X 4"X 4"	$ 79.58	$ 159.16	$ 90.43	$ 180.86	$ 82.90	$ 165.80	$ 90.40	$ 180.80		$ -	
17	4	6"X 6"X 4"	$ 132.48	$ 529.92	$ 150.55	$ 602.20	$ 138.00	$ 552.00	$ 150.50	$ 602.00		$ -	
18	8	6"X 6"X 6"	$ 142.60	$ 1,140.80	$ 162.05	$ 1,296.40	$ 148.55	$ 1,188.40	$ 162.00	$ 1,296.00		$ -	
19	2	8"X 8"X 4"	$ 154.10	$ 308.20	$ 175.11	$ 350.22	$ 160.53	$ 321.06	$ 175.10	$ 350.20		$ -	
20	2	8"X 8"X 6"	$ 176.64	$ 353.28	$ 200.73	$ 401.46	$ 184.00	$ 368.00	$ 200.70	$ 401.40		$ -	
21	2	8"X 8"X 8"	$ 213.44	$ 426.88	$ 242.55	$ 485.10	$ 222.34	$ 444.68	$ 242.50	$ 485.00		$ -	
22	1	10"X 10"X 4"	$ 235.06	$ 235.06	$ 239.86	$ 239.86	$ 244.86	$ 244.86	$ 267.10	$ 267.10		$ -	
23	1	10"X 10"X 6"	$ 228.16	$ 228.16	$ 232.82	$ 232.82	$ 237.67	$ 237.67	$ 259.25	$ 259.25		$ -	
24	1	10"X 10"X 8"	$ 266.80	$ 266.80	$ 272.24	$ 272.24	$ 277.92	$ 277.92	$ 303.15	$ 303.15		$ -	
25	1	12"X 12"X 4"	$ 288.42	$ 288.42	$ 294.31	$ 294.31	$ 300.44	$ 300.44	$ 327.75	$ 327.75		$ -	
26	1	12"X 12"X 6"	$ 288.42	$ 288.42	$ 294.31	$ 294.31	$ 300.44	$ 300.44	$ 327.75	$ 327.75		$ -	
27	1	12"X 12"X 8"	$ 331.66	$ 331.66	$ 352.83	$ 352.83	$ 345.48	$ 345.48	$ 376.85	$ 376.85		$ -	
28	1	12"X 12"X 10"	$ 426.42	$ 426.42	$ 435.12	$ 435.12	$ 444.19	$ 444.19	$ 484.55	$ 484.55		$ -	
29	4	12"X 12"X 12"	$ 425.04	$ 1,700.16	$ 433.71	$ 1,734.84	$ 442.76	$ 1,771.04	$ 483.00	$ 1,932.00		$ -	
30	1	14"X 14"X 6"	$ 459.08	$ 459.08	$ 468.45	$ 468.45	$ 478.21	$ 478.21	$ 473.25	$ 473.25		$ -	
31	1	16"X 16"X 6"	$ 592.02	$ 592.02	$ 604.10	$ 604.10	$ 616.69	$ 616.69	$ 610.30	$ 610.30		$ -	
32	1	18"X 18"X 6"	$ 865.26	$ 865.26	$ 882.92	$ 882.92	$ 901.32	$ 901.32	$ 892.00	$ 892.00		$ -	
33	1	24"X 24"X 6"	$ 1,171.62	$ 1,171.62	$ 1,195.53	$ 1,195.53	$ 1,220.44	$ 1,220.44	$ 1,207.85	$ 1,207.85		$ -	
		MJ SOLID SLEEVES		$ -									
34	4	4"X 71/2"	$ 38.18	$ 152.72	$ 43.39	$ 173.56	$ 39.78	$ 159.12	$ 43.35	$ 173.40		$ -	
35	4	4"X 12"	$ 53.82	$ 215.28	$ 61.16	$ 244.64	$ 56.07	$ 224.28	$ 61.15	$ 244.60		$ -	
36	34	6" X 71/2"	$ 67.62	$ 2,299.08	$ 76.84	$ 2,612.56	$ 70.44	$ 2,394.96	$ 76.80	$ 2,611.20		$ -	
37	10	6"X 12"	$ 90.16	$ 901.60	$ 102.45	$ 1,024.50	$ 93.92	$ 939.20	$ 102.45	$ 1,024.50		$ -	
38	8	8"X 12"	$ 144.90	$ 1,159.20	$ 164.66	$ 1,317.28	$ 150.94	$ 1,207.52	$ 164.65	$ 1,317.20		$ -	
39	2	10"X 12"	$ 173.42	$ 346.84	$ 184.49	$ 368.98	$ 180.65	$ 361.30	$ 197.05	$ 394.10		$ -	
40	8	12"X 12"	$ 233.22	$ 1,865.76	$ 248.11	$ 1,984.88	$ 242.94	$ 1,943.52	$ 265.00	$ 2,120.00		$ -	
41	2	14"X 15" w/ acc	$ 692.20	$ 1,384.40	$ 359.55	$ 719.10	$ 367.05	$ 734.10	$ 359.55	$ 719.10		$ -	
42	2	16"X 15" w/ acc.	$ 904.22	$ 1,808.44	$ 454.84	$ 909.68	$ 464.32	$ 928.64	$ 454.80	$ 909.60		$ -	
43	2	18"X 15" w/ acc	$ 1,207.88	$ 2,415.76	$ 599.88	$ 1,199.76	$ 612.38	$ 1,224.76	$ 599.85	$ 1,199.70		$ -	
44	2	24"X 15" w/ acc.	$ 1,959.38	$ 3,918.76	$ 953.33	$ 1,906.66	$ 973.19	$ 1,946.38	$ 953.30	$ 1,906.60		$ -	
		RETAINER GLANDS FOR C-900 – EBAA OR APPROVED EQUAL											
45	2	3"	$ 28.44	$ 56.88	$ 26.12	$ 52.24	$ 39.75	$ 79.50	$ 30.10	$ 60.20		$ -	
46	30	4"	$ 30.57	$ 917.10	$ 31.26	$ 937.80	$ 42.80	$ 1,284.00	$ 32.35	$ 970.50		$ -	
47	250	6"	$ 37.15	$ 9,287.50	$ 37.99	$ 9,497.50	$ 53.58	$ 13,395.00	$ 39.30	$ 9,825.00		$ -	
48	30	8"	$ 54.92	$ 1,647.60	$ 56.17	$ 1,685.10	$ 72.28	$ 2,168.40	$ 58.15	$ 1,744.50		$ -	
49	10	10"	$ 103.80	$ 1,038.00	$ 95.33	$ 953.30	$ 125.84	$ 1,258.40	$ 109.90	$ 1,099.00		$ -	
50	20	12"	$ 109.31	$ 2,186.20	$ 111.80	$ 2,236.00	$ 132.07	$ 2,641.40	$ 115.70	$ 2,314.00		$ -	
		RETAINER GLANDS for DI – EBAA OR APPROVED EQUAL											
51	2	3"	$ 23.82	$ 47.64	$ 21.88	$ 43.76	$ 34.20	$ 68.40	$ 25.20	$ 50.40		$ -	
52	30	4"	$ 25.24	$ 757.20	$ 25.82	$ 774.60	$ 37.23	$ 1,116.90	$ 26.70	$ 801.00		$ -	
53	250	6"	$ 29.68	$ 7,420.00	$ 30.36	$ 7,590.00	$ 45.99	$ 11,497.50	$ 31.40	$ 7,850.00		$ -	
54	30	8"	$ 44.61	$ 1,338.30	$ 45.63	$ 1,368.90	$ 62.67	$ 1,880.10	$ 47.20	$ 1,416.00		$ -	
55	10	10"	$ 66.12	$ 661.20	$ 60.71	$ 607.10	$ 89.12	$ 891.20	$ 70.00	$ 700.00		$ -	
56	20	12"	$ 96.33	$ 1,926.60	$ 92.23	$ 1,844.60	$ 119.78	$ 2,395.60	$ 102.00	$ 2,040.00		$ -	
		MJ BOLTS W/ NUTS		$ -									
57	2400	3/4"X 3 ½"	$ 2.10	$ 5,040.00	$ 2.23	$ 5,352.00	$ 2.07	$ 4,968.00	$ 2.48	$ 5,940.00		$ -	
58	100	3/4"X 4"	$ 2.10	$ 210.00	$ 2.39	$ 239.00	$ 2.07	$ 207.00	$ 2.48	$ 247.50		$ -	
59	50	3/4"X 4 ½"	$ 2.34	$ 117.00	$ 2.49	$ 124.50	$ 2.31	$ 115.50	$ 2.76	$ 138.10		$ -	
60	200	3/4"X 4" SQ. HEAD	$ 3.67	$ 734.00	$ 4.03	$ 806.00	$ 3.60	$ 720.00	$ 4.31	$ 862.40		$ -	
		MJ GASKETS		$ -									
61	2	3"	$ 5.87	$ 11.74	$ 6.90	$ 13.80	$ 5.75	$ 11.50	$ 6.90	$ 13.80		$ -	
62	50	4"	$ 5.87	$ 293.50	$ 6.90	$ 345.00	$ 5.75	$ 287.50	$ 6.90	$ 345.00		$ -	
63	250	6"	$ 5.87	$ 1,467.50	$ 6.90	$ 1,725.00	$ 5.75	$ 1,437.50	$ 6.90	$ 1,725.00		$ -	
64	30	8"	$ 6.36	$ 190.80	$ 7.48	$ 224.40	$ 6.23	$ 186.90	$ 7.48	$ 224.25		$ -	
65	2	10"	$ 8.80	$ 17.60	$ 10.35	$ 20.70	$ 8.63	$ 17.26	$ 10.35	$ 20.70		$ -	
66	30	12"	$ 9.78	$ 293.40	$ 11.50	$ 345.00	$ 9.59	$ 287.70	$ 11.50	$ 345.00		$ -	

		MJ TRANSITION GASKETS		$ -									$ -	
67	2	3"	$ 5.87	$ 11.74	$ 6.90	$ 13.80	$ 5.75	$ 11.50	$ 6.90	$ 13.80		$ -	
68	4	4"	$ 6.36	$ 25.44	$ 7.48	$ 29.92	$ 6.23	$ 24.92	$ 7.48	$ 29.90		$ -	
69	4	6"	$ 6.85	$ 27.40	$ 8.05	$ 32.20	$ 6.71	$ 26.84	$ 8.05	$ 32.20		$ -	
70	4	8"	$ 9.79	$ 39.16	$ 11.50	$ 46.00	$ 9.59	$ 38.36	$ 11.50	$ 46.00		$ -	
71	2	10"	$ 11.25	$ 22.50	$ 13.23	$ 26.46	$ 11.03	$ 22.06	$ 13.22	$ 26.44		$ -	
72	4	12"	$ 12.22	$ 48.88	$ 14.38	$ 57.52	$ 11.98	$ 47.92	$ 14.37	$ 57.48		$ -	
		MJ DUCTILE IRON CAPS		$ -										
73	2	4" SOLID	$ 23.00	$ 46.00	$ 26.14	$ 52.28	$ 23.96	$ 47.92	$ 26.13	$ 52.26		$ -	
74	4	4" W/2" TAP	$ 47.38	$ 189.52	$ 53.84	$ 215.36	$ 49.36	$ 197.44	$ 53.84	$ 215.36		$ -	
75	4	6" SOLID	$ 40.48	$ 161.92	$ 46.00	$ 184.00	$ 42.17	$ 168.68	$ 46.00	$ 184.00		$ -	
76	4	6" W/2" TAP	$ 64.86	$ 259.44	$ 73.70	$ 294.80	$ 67.57	$ 270.28	$ 73.70	$ 294.80		$ -	
77	4	8" SOLID	$ 66.24	$ 264.96	$ 75.27	$ 301.08	$ 69.00	$ 276.00	$ 75.25	$ 301.00		$ -	
78	4	8" W/2" TAP	$ 90.16	$ 360.64	$ 102.45	$ 409.80	$ 93.92	$ 375.68	$ 102.45	$ 409.80		$ -	
79	2	10" SOLID	$ 82.80	$ 165.60	$ 84.49	$ 168.98	$ 86.25	$ 172.50	$ 94.09	$ 188.18		$ -	
80	2	10" W/2" TAP	$ 106.72	$ 213.44	$ 108.90	$ 217.80	$ 111.17	$ 222.34	$ 121.27	$ 242.54		$ -	
81	4	12" SOLID	$ 123.74	$ 494.96	$ 126.27	$ 505.08	$ 128.90	$ 515.60	$ 140.61	$ 562.44		$ -	
82	4	12" W/2" TAP	$ 148.12	$ 592.48	$ 151.14	$ 604.56	$ 154.30	$ 617.20	$ 168.31	$ 673.24		$ -	
83	2	18" Solid w/ Acc.	$ 623.26	$ 1,246.52	$ 319.65	$ 639.30	$ 326.32	$ 652.64	$ 319.65	$ 639.30		$ -	
		MJ DUCTILE IRON PLUGS		$ -										
84	2	4" SOLID	$ 28.52	$ 57.04	$ 32.41	$ 64.82	$ 29.71	$ 59.42	$ 32.40	$ 64.80		$ -	
85	2	4" W/2" TAP	$ 52.44	$ 104.88	$ 59.59	$ 119.18	$ 54.63	$ 109.26	$ 59.59	$ 119.18		$ -	
86	2	6" SOLID	$ 53.36	$ 106.72	$ 60.64	$ 121.28	$ 55.59	$ 111.18	$ 60.63	$ 121.26		$ -	
87	2	6" W/2" TAP	$ 76.82	$ 153.64	$ 87.30	$ 174.60	$ 80.03	$ 160.06	$ 87.29	$ 174.58		$ -	
88	2	8" SOLID	$ 78.66	$ 157.32	$ 89.39	$ 178.78	$ 81.94	$ 163.88	$ 89.38	$ 178.76		$ -	
89	2	8" W/2" TAP	$ 102.58	$ 205.16	$ 116.57	$ 233.14	$ 106.86	$ 213.72	$ 116.56	$ 233.12		$ -	
90	1	10" SOLID	$ 137.08	$ 137.08	$ 139.88	$ 139.88	$ 142.80	$ 142.80	$ 155.77	$ 155.77		$ -	
91	1	10" W/2" TAP	$ 161.00	$ 161.00	$ 164.29	$ 164.29	$ 167.71	$ 167.71	$ 182.95	$ 182.95		$ -	
92	1	12" SOLID	$ 135.24	$ 135.24	$ 138.00	$ 138.00	$ 140.88	$ 140.88	$ 153.68	$ 153.68		$ -	
93	1	12" W/2" TAP	$ 158.24	$ 158.24	$ 161.47	$ 161.47	$ 157.67	$ 157.67	$ 179.81	$ 179.81		$ -	
		MJ DUCTILE IRON REDUCERS		$ -										
94	2	4"X 3"	$ 52.44	$ 104.88	$ 53.51	$ 107.02	$ 54.63	$ 109.26	$ 59.59	$ 119.18		$ -	
95	2	6"X 4"	$ 57.96	$ 115.92	$ 65.86	$ 131.72	$ 60.38	$ 120.76	$ 65.86	$ 131.72		$ -	
96	2	8"X 4"	$ 78.66	$ 157.32	$ 89.39	$ 178.78	$ 81.94	$ 163.88	$ 89.38	$ 178.76		$ -	
97	2	8"X 6"	$ 84.18	$ 168.36	$ 95.66	$ 191.32	$ 87.69	$ 175.38	$ 95.65	$ 191.30		$ -	
		FL X MJ DUCTILE IRON ADAPTE		$ -										
98	4	6"	$ 79.58	$ 318.32	$ 90.43	$ 361.72	$ 82.90	$ 331.60	$ 90.43	$ 361.72		$ -	
99	4	8"	$ 119.60	$ 478.40	$ 135.91	$ 543.64	$ 124.59	$ 498.36	$ 135.90	$ 543.60		$ -	
		FL X FL DUCTILE IRON 90 DEGRE		$ -										
100	4	6"	$ 172.96	$ 691.84	$ 196.55	$ 786.20	$ 180.17	$ 720.68	$ 196.54	$ 786.16		$ -	
101	4	8"	$ 282.44	$ 1,129.76	$ 320.95	$ 1,283.80	$ 294.21	$ 1,176.84	$ 320.95	$ 1,283.80		$ -	
		FL X MJ DUCTILE IRON 90 DEGRI		$ -										
102	6	6"	$ 121.90	$ 731.40	$ 138.52	$ 831.12	$ 126.98	$ 761.88	$ 138.52	$ 831.12		$ -	
103	6	8"	$ 212.06	$ 1,272.36	$ 240.98	$ 1,445.88	$ 220.90	$ 1,325.40	$ 240.97	$ 1,445.82		$ -	
		FL X FL DUCTILE IRON TEES		$ -										
104	6	3"	$ 103.04	$ 618.24	$ 105.14	$ 630.84	$ 107.34	$ 644.04	$ 117.09	$ 702.54		$ -	
105	6	4"	$ 203.78	$ 1,222.68	$ 231.57	$ 1,389.42	$ 212.28	$ 1,273.68	$ 231.56	$ 1,389.36		$ -	
106	6	6"	$ 253.00	$ 1,518.00	$ 287.50	$ 1,725.00	$ 263.55	$ 1,581.30	$ 287.50	$ 1,725.00		$ -	
107	6	8"	$ 421.36	$ 2,528.16	$ 478.82	$ 2,872.92	$ 438.92	$ 2,633.52	$ 478.81	$ 2,872.86		$ -	
		COMPANION FLANGE DUCTILE I		$ -										
108	6	3"	$ 24.56	$ 147.36	$ 27.91	$ 167.46	$ 24.48	$ 146.88	$ 26.70	$ 160.20		$ -	
109	6	4"	$ 35.53	$ 213.18	$ 40.38	$ 242.28	$ 35.42	$ 212.52	$ 38.63	$ 231.78		$ -	
		FLANGE DUCTILE IRON, IPS THR		$ -										
110	6	3"X 2"	$ 53.82	$ 322.92	$ 61.16	$ 366.96	$ 31.25	$ 187.50	$ 34.09	$ 204.54		$ -	
111	6	4"X 2"	$ 75.44	$ 452.64	$ 85.73	$ 514.38	$ 42.97	$ 257.82	$ 46.87	$ 281.22		$ -	
		FL X FL SPOOLED PIECE DUCTIL		$ -										
112	10	3"X 6"	$ 355.11	$ 3,551.10	$ 102.64	$ 1,026.40	$ 316.57	$ 3,165.70	$ 350.05	$ 3,500.50		$ -	
113	10	4"X 6"	$ 311.09	$ 3,110.90	$ 315.23	$ 3,152.30	$ 277.57	$ 2,775.70	$ 306.95	$ 3,069.50		$ -	
114	10	6"X 6"	$ 390.82	$ 3,908.20	$ 252.27	$ 2,522.70	$ 348.10	$ 3,481.00	$ 384.95	$ 3,849.50		$ -	
115	10	6"X 14"	$ 431.90	$ 4,319.00	$ 251.02	$ 2,510.20	$ 384.61	$ 3,846.10	$ 425.30	$ 4,253.00		$ -	
116	10	8"X 17"	$ 632.94	$ 6,329.40	$ 547.83	$ 5,478.30	$ 563.85	$ 5,638.50	$ 623.50	$ 6,235.00		$ -	
		BLIND FLANGE DUCTILE IRON		$ -										
117	2	6"	$ 78.66	$ 157.32	$ 89.39	$ 178.78	$ 81.94	$ 163.88	$ 92.54	$ 185.08		$ -	
118	2	8"	$ 131.56	$ 263.12	$ 149.50	$ 299.00	$ 137.05	$ 274.10	$ 154.77	$ 309.54		$ -	
		OVERSIZED - DUO RETAINER GL		$ -										
119	4	4"	$ 50.00	$ 200.00	$ 31.71	$ 126.84		$ -	$ 27.80	$ 111.20		$ -	
120	4	6"	$ 55.35	$ 221.40	$ 46.06	$ 184.24		$ -	$ 43.75	$ 175.00		$ -	
121	4	8"	$ 76.94	$ 307.76	$ 67.96	$ 271.84		$ -	$ 81.25	$ 325.00		$ -	
		OVERSIZED - DUO MJXMJ DUCTI		$ -										
122	4	4" X 12", C110	$ 270.23	$ 1,080.92	$ 282.57	$ 1,130.28	$ 288.46	$ 1,153.84	$ 282.57	$ 1,130.28		$ -	
123	4	6" X 7 1/2", C110		$ -	$ 200.43	$ 801.72		$ -	$ 114.90	$ 459.60		$ -	
124	4	6" X 12", C110	$ 316.78	$ 1,267.12	$ 200.43	$ 801.72	$ 204.61	$ 818.44	$ 200.42	$ 801.68		$ -	
125	4	8" X 12", C110	$ 388.97	$ 1,555.88	$ 264.27	$ 1,057.08	$ 269.78	$ 1,079.12	$ 264.25	$ 1,057.00		$ -	
		COUPLINGS		$ -										
126	15	Coupling, Anchor, 6", Hydrant Adapter, 6"x13", SWxSO	$ 161.92	$ 2,428.80	$ 184.00	$ 2,760.00	$ 168.67	$ 2,530.05	$ 184.00	$ 2,760.00		$ -	
		TOTAL		$114,444.08		$ 107,555.06		$ 117,880.05		$ 116,321.91		$ -	
		5% Local Preference		$108,721.88		$ 102,177.31	$ -	$ 111,986.05					

Previous FY Awarded Vendor

Lowest apparent bidder for specific category utilizing 5 % Local Preference and evaluating no bid items

* See Note

* See Note

When comparing the quotes, with the blank quotes deleted, Ferguson Waterworks was $106,170.42, Core and Main LP was $117,880.05, and APSCO Supply was $115,251.11.

* Ferguson Waterworks: Over 64 lines were miscalculated. Total was miscalculated, original total was $107,548.87.
* APSCO Supply: Over 33 lines were miscalculated. Total was miscalculated, original total was $116,261.10.

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CITY OF TYLER PURCHASING

City of Tyler Bid # 24-029

DATE OPENED & TABULATED
August 27, 2024

BID TITLE: Ductile Iron Pipe for Fiscal Year 2024-25

		VENDOR	FY 23-24 Awarded Vendor - Core & Main LP		Core & Main LP		MS Techline Pipe LP		APSCO			
		BRAND	U.S. Pipe		McWane		McWane		U. S. Pipe			
ITEM	**QTY**	**DESCRIPTION**	**UNIT PRICE**	**TOTAL**	**UNIT PRICE**	**TOTAL**	**UNIT PRICE**	**TOTAL**	**UNIT PRICE**	**TOTAL**	**UNIT PRICE**	**TOTAL**
1	1,200	L.F. 4"	$41.30	$49,560.00	$40.99	$49,188.00	$39.77	$47,724.00	$44.35	$53,220.00		$0.00
2	2,200	L.F. 6"	$28.24	$62,128.00	$27.63	$60,786.00	$27.19	$59,818.00	$30.20	$66,440.00		$0.00
3	1,200	L.F. 8"	$37.18	$44,616.00	$36.77	$44,124.00	$35.80	$42,960.00	$39.75	$47,700.00		$0.00
4	200	L.F. 10"	$44.37	$8,874.00	$43.87	$8,774.00	$42.71	$8,542.00	$47.45	$9,490.00		$0.00
5	1,200	L.F. 12"	$57.00	$68,400.00	$56.35	$67,620.00	$54.86	$65,832.00	$60.95	$73,140.00		$0.00
6	50	L.F. 14"	$67.02	$3,351.00	$66.25	$3,312.50	$64.49	$3,224.50	$71.70	$3,585.00		$0.00
7	100	L.F. 16"	$81.78	$8,178.00	$81.20	$8,120.00	$78.72	$7,872.00	$87.50	$8,750.00		$0.00
8	250	L.F. 18"	$94.84	$23,710.00	$93.79	$23,447.50	$91.29	$22,822.50	$101.50	$25,375.00		$0.00
9	200	L.F. 20"	$112.25	$22,450.00	$110.94	$22,188.00	$108.03	$21,606.00	$120.05	$24,010.00		$0.00
10	200	L.F. 24"	$134.86	$26,972.00	$133.32	$26,664.00	$129.81	$25,962.00	$144.05	$28,810.00		$0.00
		TOTAL		$318,239.00		$314,224.00		$306,363.00		$340,520.00		$0.00
		5% Local Preference		$ 302,327.05		$ 298,512.80						$ -

Previous FY Awarded Vendor
Lowest Apparent Bidder

CITY OF TYLER PURCHASING

CITY OF TYLER BID # 24-030

DATE OPENED & TABULATED
August 27, 2024

BID TITLE: **Water Meter Boxes and Lids for Fiscal Year 2024-25**

		VENDOR	FY 23-24 Awarded Vendor - Ferguson Waterworks		Core & Main LP		Ferguson Waterworks		APSCO Supply			
		BRAND	DFW		DFW		DFW		DFW			
ITEM	**QTY**	**DESCRIPTION**	**UNIT PRICE**	**TOTAL**	**UNIT PRICE**	**TOTAL**	**UNIT PRICE**	**TOTAL**	**UNIT PRICE**	**TOTAL**	**UNIT PRICE**	**TOTAL**
1	96	DFW36C-12-	$78.06	$7,493.76	$81.90	$7,862.40	$82.82	$7,950.72	$88.25	$8,472.00		$0.00
		AF1EF										
2	200	DFW36C-	$31.24	$6,248.00	$32.78	$6,556.00	$33.14	$6,628.00	$35.30	$7,060.00		$0.00
		AF1EF-LID										
3	336	DFW36C-12-	$46.85	$15,741.60	$49.15	$16,514.40	$48.45	$16,279.20	$52.95	$17,791.20		$0.00
		BODY										
4	336	DFW37C-12-	$97.31	$32,696.16	$102.08	$34,298.88	$103.24	$34,688.64	$110.00	$36,960.00		$0.00
		AF1EF										
5	100	DFW37C-	$42.33	$4,233.00	$44.42	$4,442.00	$44.92	$4,492.00	$47.85	$4,785.00		$0.00
		AF1EF-LID										
6	24	DFW37C-12-	$54.90	$1,317.60	$57.60	$1,382.40	$56.78	$1,362.72	$62.05	$1,489.20		$0.00
		BODY										
7	6	DFW39C-12-	$107.74	$646.44	$113.02	$678.12	$111.43	$668.58	$121.80	$730.80		$0.00
		AF1EF2										
8	3	DFW39C-	$44.68	$134.04	$46.88	$140.64	$46.21	$138.63	$50.50	$151.50		$0.00
		AF1EF2-LID										
9	3	DFW39C-12-	$63.06	$189.18	$66.15	$198.45	$65.22	$195.66	$71.30	$213.90		$0.00
		BODY										
10	126	DFW65C-14-	$189.97	$23,936.22	$199.30	$25,111.80	$197.48	$24,882.48	$210.45	$26,516.70		$0.00
		AF1EF										
11	40	DFW65C-	$78.16	$3,126.40	$82.00	$3,280.00	$82.08	$3,283.20	$88.35	$3,534.00		$0.00
		AF1EF-LID										
12	16	DFW65C-14-	$111.78	$1,788.48	$117.26	$1,876.16	$117.38	$1,878.08	$126.40	$2,022.40		$0.00
		BODY										
		TOTAL		$97,550.88		$102,341.25		$102,447.91		$109,726.70		$0.00
5% Local Preference				$92,673.34		$97,224.19		$97,325.51				$0.00

Previous FY Awarded Vendor
Lowest apparent bidder

* Ferguson Waterworks: 11 lines were miscalculated. Total was miscalculated, original total was $102449.48.

CITY OF TYLER PURCHASING

CITY OF TYLER BID # 24-031

DATE OPENED & TABULATED
August 27, 2024

BID TITLE: Water and Sewer New Install and Repair Products for Fiscal Year 2024-2025

VENDOR			Core & Main LP			Ferguson Waterworks			APSCO Supply			Texarkana Winwater Works		
ITEM	QTY	DESCRIPTION CATEGORY 1 BRASS:	UNIT PRICE	TOTAL	Brand	UNIT PRICE	TOTAL	Brand	UNIT PRICE	TOTAL	Brand	UNIT PRICE	TOTAL	Brand
1	9	Adapter, Fire Hydrant, Brass, 2.5" Female NS Thread x 2" Male IP Thread , no lead	$ 18.60	$ 167.40		$ 15.17	$ 136.53	FNW	$ 22.75	$ 204.75	Matco, Norca			
2	3	Adapter, Fire Hydrant, Brass, 2.5" Male NS Thread X 2" Male IP Thread, no lead	$ 23.91	$ 71.73		$ 28.36	$ 85.08	FNW	$ 29.25	$ 87.75	Matco, Norca			
3	6	Adapter, Fire Hydrant, Swivel w/ Screen, 2 1/2" NST(F) x 2 1/2" NPT (M), no lead				$ 52.99	$ 317.94	FNW	$ 222.20	$ 1,333.20	Service Brass			
4	133	Bushing, Brass, 1" X 3/4", no lead	$ 3.14	$ 417.62		$ 3.29	$ 437.57	Merit	$ 4.39	$ 583.87	BMI			
5	18	Bushing, Brass, 1 1/4" X 1", no lead	$ 5.08	$ 91.44		$ 5.61	$ 100.98	Merit	$ 7.48	$ 134.64	BMI			
6	19	Bushing, Brass, 1 1/2" X 1", no lead	$ 6.48	$ 123.12		$ 7.18	$ 136.42	Merit	$ 9.55	$ 181.45	BMI			
7	10	Bushing, Brass, 2" X 1", no lead	$ 12.19	$ 121.90		$ 12.80	$ 128.00	Merit	$ 17.05	$ 170.50	BMI			
8	20	Bushing, Brass, 2" X 1 1/2", no lead	$ 9.61	$ 192.20		$ 10.63	$ 212.60	Merit	$ 14.15	$ 283.00	BMI			
9	3	Bushing, Brass, 2 1/2" X 2", no lead	$ 20.22	$ 60.66		$ 21.89	$ 65.67	Merit	$ 25.79	$ 77.37	BMI			
10	3	Bushing, Brass, 3" X 2", no lead	$ 29.04	$ 87.12		$ 32.92	$ 98.76	Merit	$ 39.01	$ 117.03	BMI			
11	3	Bushing, Brass, 3" X 2 1/2", no lead	$ 29.04	$ 87.12		$ 33.43	$ 100.29	Merit	$ 39.01	$ 117.03	BMI			
12	48	Coupling, Brass, 3/4", no lead	$ 2.97	$ 142.56		$ 3.29	$ 157.92	Merit	$ 4.39	$ 210.72	BMI			
13	42	Coupling, Brass, 1", no lead	$ 4.77	$ 200.34		$ 5.01	$ 210.42	Merit	$ 6.65	$ 279.30	BMI			
14	19	Coupling, Brass, 1 1/4", no lead	$ 7.07	$ 134.33		$ 7.82	$ 148.58	Merit	$ 8.79	$ 167.01	BMI			
15	18	Coupling, Brass, 1 1/2" , no lead	$ 10.12	$ 182.16		$ 10.63	$ 191.34	Merit	$ 14.15	$ 254.70	BMI			
16	32	Coupling, Brass, 2", no lead	$ 15.81	$ 505.92		$ 17.49	$ 559.68	Merit	$ 23.29	$ 745.28	BMI			
17	3	Coupling, Brass, 3", no lead	$ 36.30	$ 108.90		$ 49.49	$ 148.47	Merit	$ 59.10	$ 177.30	BMI			
18	21	Ell, Brass, 3/4" X 90, no lead	$ 3.88	$ 81.48		$ 4.07	$ 85.47	Merit	$ 5.41	$ 113.61	BMI			
19	57	Ell, Brass, 1" X 90, no lead	$ 5.68	$ 323.76		$ 6.28	$ 357.96	Merit	$ 8.36	$ 476.52	BMI			
20	15	Ell, Brass, 1 1/2" X 90, no lead	$ 11.27	$ 169.05		$ 17.36	$ 260.40	Merit	$ 16.60	$ 249.00	BMI			
21	49	Ell, Brass, 2" X 90, no lead	$ 18.34	$ 898.66		$ 20.31	$ 995.19	Merit	$ 27.00	$ 1,323.00	BMI			
22	12	Ell, Brass, 1" x 45, no Lead	$ 6.21	$ 74.52		$ 7.04	$ 84.48	Merit	$ 9.15	$ 109.80	BMI			
23	12	Ell, Brass, 1 1/2" x 45, no Lead	$ 12.44	$ 149.28		$ 14.05	$ 168.60	Merit	$ 15.35	$ 184.20	BMI			
24	12	Ell, Brass, 2" X 45, no lead	$ 20.18	$ 242.16		$ 14.05	$ 168.60	Merit	$ 29.75	$ 357.00	BMI			
25	3	Ell, Brass, 3" x 45, no lead	$ 63.53	$ 190.59		$ 72.58	$ 217.74	Merit	$ 93.68	$ 281.04	BMI			
26	18	Flange, Meter, Brass, 1 1/2" , 2 pack, no lead, Red Gasket Material	$ 83.22	$ 1,497.96		$ 59.36	$ 1,068.48	FNW	$ 69.07	$ 1,243.26	Midland			
27	44	Flange, Meter, Brass, 2" , 2 pack, no lead, Red Gasket Material	$ 86.77	$ 3,817.88		$ 63.47	$ 2,792.68	FNW	$ 76.44	$ 3,363.36	Midland			
28	35	Nipple, Brass, 3/4" X Close, no lead	$ 1.87	$ 65.45		$ 2.24	$ 78.40	Merit	$ 2.45	$ 85.75	BMI			
29	20	Nipple, Brass, 3/4" X 2", no lead	$ 2.36	$ 47.20		$ 2.82	$ 56.40	Merit	$ 3.09	$ 61.80	BMI			
30	18	Nipple, Brass, 3/4" X 3", no lead	$ 3.16	$ 56.88		$ 3.77	$ 67.86	Merit	$ 4.13	$ 74.34	BMI			
31	13	Nipple, Brass, 3/4" X 5", no lead	$ 4.93	$ 64.09		$ 5.81	$ 75.53	Merit	$ 6.48	$ 84.24	BMI			
32	41	Nipple, Brass, 1" X Close, no lead	$ 2.76	$ 113.16		$ 3.29	$ 134.89	Merit	$ 3.62	$ 148.42	BMI			
33	38	Nipple, Brass, 1" X 2", no lead	$ 3.40	$ 129.20		$ 4.07	$ 154.66	Merit	$ 4.46	$ 169.48	BMI			
34	21	Nipple, Brass, 1" X 4", no lead	$ 5.95	$ 124.95		$ 7.00	$ 147.00	Merit	$ 7.82	$ 164.22	BMI			
35	24	Nipple, Brass, 1" X 5", no lead	$ 7.33	$ 175.92		$ 8.64	$ 207.36	Merit	$ 9.65	$ 231.60	BMI			
36	30	Nipple, Brass, 1" X 6", no lead	$ 8.76	$ 262.80		$ 10.32	$ 309.60	Merit	$ 11.50	$ 345.00	BMI			
37	3	Nipple, Brass, 1 1/4" X 4", no lead	$ 8.37	$ 25.11		$ 9.85	$ 29.55	Merit	$ 11.01	$ 33.03	BMI			
38	22	Nipple, Brass, 1 1/2" X Close, no lead	$ 5.41	$ 119.02		$ 6.37	$ 140.14	Merit	$ 7.11	$ 156.42	BMI			
39	3	Nipple, Brass, 1 1/4" X 6", no lead	$ 12.22	$ 36.66		$ 13.41	$ 40.23	Merit	$ 16.06	$ 48.18	BMI			
40	28	Nipple, Brass, 1 1/2" X 3", no lead	$ 8.02	$ 224.56		$ 9.43	$ 264.04	Merit	$ 10.53	$ 294.84	BMI			
41	19	Nipple, Brass, 1 1/2" X4", no lead	$ 10.44	$ 198.36		$ 11.46	$ 217.74	Merit	$ 13.71	$ 260.49	BMI			
42	15	Nipple, Brass, 1 1/2" X 5", no lead	$ 12.97	$ 194.55		$ 14.25	$ 213.75	Merit	$ 17.06	$ 255.90	BMI			
43	17	Nipple, Brass, 2" X Close, no lead	$ 8.24	$ 140.08		$ 9.69	$ 164.73	Merit	$ 10.82	$ 183.94	BMI			
44	35	Nipple, Brass, 2" X 3", no lead	$ 10.27	$ 359.45		$ 11.27	$ 394.45	Merit	$ 13.50	$ 472.50	BMI			
45	32	Nipple, Brass, 2" X 4", no lead	$ 13.43	$ 429.76		$ 14.75	$ 472.00	Merit	$ 17.65	$ 564.80	BMI			
46	30	Nipple, Brass, 2" X 5", no lead	$ 16.60	$ 498.00		$ 18.23	$ 546.90	Merit	$ 21.82	$ 654.60	BMI			
47	60	Nipple, Brass, 2" X 6", no lead	$ 19.82	$ 1,189.20		$ 21.77	$ 1,306.20	Merit	$ 26.07	$ 1,564.20	BMI			
48	3	Nipple, Brass, 3" X Close, no lead	$ 29.57	$ 88.71		$ 32.46	$ 97.38	Merit	$ 35.42	$ 106.26	BMI			
49	5	Nipple, Brass, 3" X 4", no lead	$ 39.14	$ 195.70		$ 42.99	$ 214.95	Merit	$ 46.91	$ 234.55	BMI			
50	5	Nipple, Brass, 3" X 6", no lead	$ 55.91	$ 279.55		$ 61.41	$ 307.05	Merit	$ 67.01	$ 335.05	BMI			
51	3	Nipple, Brass, 4" X Close, no lead	$ 44.47	$ 133.41		$ 48.84	$ 146.52	Merit	$ 53.30	$ 159.90	BMI			
52	3	Nipple, Brass, 4" X 6", no lead	$ 81.25	$ 243.75		$ 89.23	$ 267.69	Merit	$ 97.38	$ 292.14	BMI			
53	3	Plug, Brass, CC Threads, 1", no lead				$ 15.49	$ 46.47	Merit	$ 13.69	$ 41.07	Ford			
54	12	Plug, Brass, IP Threads, 3/4", no lead	$ 2.16	$ 25.92		$ 2.38	$ 28.56	Merit	$ 3.17	$ 38.04	BMI			
55	20	Plug, Brass, IP Threads, 1", no lead	$ 2.84	$ 56.80		$ 3.14	$ 62.80	Merit	$ 4.18	$ 83.60	BMI			
56	4	Plug, Brass, IP Threads, 1 1/2", no lead	$ 5.68	$ 22.72		$ 5.96	$ 23.84	Merit	$ 7.94	$ 31.76	BMI			
57	4	Plug, Brass, IP Threads, 2", no lead	$ 8.49	$ 33.96		$ 9.40	$ 37.60	Merit	$ 12.51	$ 50.04	BMI			
58	9	Tee, Brass, 3/4", no lead	$ 4.53	$ 40.77		$ 5.01	$ 45.09	Merit	$ 6.66	$ 59.94	BMI			
59	19	Tee, Brass, 1", no lead	$ 8.04	$ 152.76		$ 8.88	$ 168.72	Merit	$ 11.84	$ 224.96	BMI			
60	9	Tee, Brass, 1 1/2", no lead	$ 15.49	$ 139.41		$ 17.16	$ 154.44	Merit	$ 22.84	$ 205.56	BMI			
61	12	Tee, Brass, 2', no lead	$ 25.39	$ 304.68		$ 28.12	$ 337.44	Merit	$ 37.45	$ 449.40	BMI			
62	3	Tee, Brass, 3", no lead	$ 75.50	$ 226.50		$ 83.59	$ 250.77	Merit	$ 111.35	$ 334.05	BMI			
63	3	Valve, Ball, Full Port Shut Off, w/Handle, 1", FIP, no lead	$ 14.30	$ 42.90		$ 16.79	$ 50.37	FNW	$ 17.57	$ 52.71	BMI			
64	4	Valve, Ball, Full Port Shut Off, w/Handle, 2", FIP, no lead	$ 43.34	$ 173.36		$ 64.79	$ 259.16	FNW	$ 53.48	$ 213.92	BMI			
			Total C1	$ 16,755.16			$ 16,956.13			$ 21,592.39			$ -	

		5% Local Preference		$ 15,917.40			$ 16,108.32						$ -		
ITEM	QTY	CATEGORY 2 FORD PRODUCTS:	UNIT PRICE	TOTAL	Brand		TOTAL	Brand	UNIT PRICE	TOTAL	Brand	UNIT PRICE	TOTAL	Brand
65	4	Branch Connection, 3 Way 1" Multibranch-Flare x 2" Single Branch Male IP, Ford Y28-347, no lead			Ford	$ 168.84	$ 675.36	Ford	$ 178.70	$ 714.80	Ford			Ford
66	4	Branch Connection, 3 Way 1" Multibranch-Flare x 1 1/2" Single Iron Pipe, Ford Y28-346, no lead			Ford	$ 176.00	$ 704.00	Ford	$ 186.25	$ 745.00	Ford			Ford
67	3	Corporation, 3/4" CC, Ford, F1000-3, no lead			Ford	$ 36.96	$ 110.88	Ford	$ 39.10	$ 117.30	Ford			Ford
68	86	Corporation, 1" CC, Ford, F1000-4, no lead			Ford	$ 56.18	$ 4,831.48	Ford	$ 57.60	$ 4,953.60	Ford			Ford
69	5	Corporation, 3/4" IP, Ford, F1100-3, no lead			Ford	$ 36.96	$ 184.80	Ford	$ 40.85	$ 204.25	Ford			Ford
70	22	Corporation, 1"IP, Ford, F1100-4, no lead			Ford	$ 56.18	$ 1,235.96	Ford	$ 57.90	$ 1,273.80	Ford			Ford
71	3	Corporation, 1 1/2" IP, Ford, FB1100-6, no lead			Ford	$ 161.16	$ 483.48	Ford	$ 178.15	$ 534.45	Ford			Ford
72	3	Corporation, 2" IP, Ford, FB1100-7, no lead			Ford	$ 266.56	$ 799.68	Ford	$ 294.70	$ 884.10	Ford			Ford
73	34	Coupling, Compression, 3/4", Ford, C4433, no lead			Ford	$ 20.74	$ 705.16	Ford	$ 21.38	$ 726.92	Ford			Ford
74	50	Coupling, Compression, 1" x 3/4", Ford, C4434, no lead			Ford	$ 23.98	$ 1,199.00	Ford	$ 24.85	$ 1,242.50	Ford			Ford
75	50	Coupling, Compression, 1", Ford, C4444, no lead			Ford	$ 23.73	$ 1,186.50	Ford	$ 24.45	$ 1,222.50	Ford			Ford
76	7	Coupling, Compression, 1 1/2", Ford, C4466, no lead			Ford	$ 78.99	$ 552.93	Ford	$ 87.30	$ 611.10	Ford			Ford
77	12	Coupling, Compression, 2", Ford, C4477, no lead			Ford	$ 106.63	$ 1,279.56	Ford	$ 110.50	$ 1,326.00	Ford			Ford
78	7	Coupling, Compression CTS x PVC, 2", Ford, C4777, no lead			Ford	$ 125.85	$ 880.95	Ford	$ 131.45	$ 920.15	Ford			Ford
79	3	Coupling, 1/2" Lead Corp. X 3/4" IP., Ford, LFC1-13, no lead			Ford	$ 26.61	$ 79.83	Ford	$ 29.40	$ 88.20	Ford			Ford
80	3	Coupling, 5/8" Lead Corp. X 3/4" IP., Ford, LFSC-2, no lead			Ford	$ 17.73	$ 53.19	Ford	$ 19.60	$ 58.80	Ford			Ford
81	3	Coupling, 3/4" Lead Corp. X 3/4" IP., Ford, LFSC-3, no lead			Ford	$ 24.36	$ 73.08	Ford	$ 27.05	$ 81.15	Ford			Ford
82	3	Coupling, 1" Lead Corp. X 1" IP., Ford, LFSC-4, no lead			Ford	$ 47.31	$ 141.93	Ford	$ 52.55	$ 157.65	Ford			Ford
83	70	Curb Cock, Comp. 3/4" X Fem I P, Ford, B41333W, no lead			Ford	$ 67.76	$ 4,743.20	Ford	$ 70.55	$ 4,938.50	Ford			Ford
84	240	Curb Cock, Comp. 1" X Fem I P, Ford, B41444W, no lead			Ford	$ 102.79	$ 24,669.60	Ford	$ 107.05	$ 25,692.00	Ford			Ford
85	59	Curb Cock, Flare 3/4" X Fem I P, Ford, B21333W, no lead			Ford	$ 70.79	$ 4,176.61	Ford	$ 73.70	$ 4,348.30	Ford			Ford
86	75	Curb Cock, Flare 1" X Fem I P, Ford, B21444W, no lead			Ford	$ 98.98	$ 7,423.50	Ford	$ 103.10	$ 7,732.50	Ford			Ford
87	22	Curb Cock, Straight, 3/4", Ford, B11333W, no lead			Ford	$ 60.23	$ 1,325.06	Ford	$ 62.70	$ 1,379.40	Ford			Ford
88	49	Curb Cock, Straight, 1", Ford, B11444W, no lead			Ford	$ 92.32	$ 4,523.68	Ford	$ 96.15	$ 4,711.35	Ford			Ford
89	3	Curb Cock, Straight, 1 1/2", Ford, B11666W, no lead			Ford	$ 186.56	$ 559.68	Ford	$ 190.35	$ 571.05	Ford			Ford
90	6	Curb Cock, Straight, 2", Ford, B11777W, no lead			Ford	$ 271.75	$ 1,630.50	Ford	$ 281.60	$ 1,689.60	Ford			Ford
91	17	Fitting, Female 3/4" IP X CTS Comp, Ford, C1433, no lead			Ford	$ 17.74	$ 301.58	Ford	$ 18.85	$ 320.45	Ford			Ford
92	50	Fitting, Female 1" IP X CTS Comp, Ford, C1444, no lead			Ford	$ 24.06	$ 1,203.00	Ford	$ 25.55	$ 1,277.50	Ford			Ford
93	104	Fitting, Male 3/4" IP X CTS Comp, Ford, C8433, no lead			Ford	$ 16.86	$ 1,753.44	Ford	$ 17.90	$ 1,861.60	Ford			Ford
94	192	Fitting, Male 1" IP X CTS Comp, Ford, C8444, no lead			Ford	$ 19.97	$ 3,834.24	Ford	$ 21.20	$ 4,070.40	Ford			Ford
95	33	Fitting, Male 1 1/2" IP X CTS Comp, Ford, C8466, no lead			Ford	$ 54.70	$ 1,805.10	Ford	$ 58.15	$ 1,918.95	Ford			Ford
96	74	Fitting, Male 2" IP X CTS Comp, Ford, C8477, no lead			Ford	$ 79.70	$ 5,897.80	Ford	$ 84.75	$ 6,271.50	Ford			Ford
97	104	Fitting, Male 3/4" IP X PVC Comp, Ford, C8733, no lead			Ford	$ 22.32	$ 2,321.28	Ford	$ 23.70	$ 2,464.80	Ford			Ford
98	192	Fitting, Male 1" IP X PVC Comp, Ford, C8744, no lead			Ford	$ 35.04	$ 6,727.68	Ford	$ 36.30	$ 6,969.60	Ford			Ford
99	33	Fitting, Male 1 1/2" IP X PVC Comp, Ford, C8766, no lead			Ford	$ 65.87	$ 2,173.71	Ford	$ 69.20	$ 2,283.60	Ford			Ford
100	74	Fitting, Male 2" IP X PVC Comp, Ford, C8777, no lead			Ford	$ 100.08	$ 7,405.92	Ford	$ 102.10	$ 7,555.40	Ford			Ford
101	99	Coupling, Meter, Ford, C38-23-2.5, 3/4" X 2 1/2", no lead			Ford	$ 11.06	$ 1,094.94	Ford	$ 11.75	$ 1,163.25	Ford			Ford
102	47	Coupling, Meter, Ford, C38-23-2, 3/4" X 2", no lead			Ford	$ 11.06	$ 519.82	Ford	$ 11.75	$ 552.25	Ford			Ford
103	115	Coupling, Meter, Ford, C38-23-3, 3/4" X 3", no lead			Ford	$ 13.40	$ 1,541.00	Ford	$ 14.25	$ 1,638.75	Ford			Ford
104	341	Coupling, Meter, Ford, C38-44-2.625, 1" X 2 5/8", no lead			Ford	$ 17.03	$ 5,807.23	Ford	$ 18.10	$ 6,172.10	Ford			Ford
105	80	Coupling, Meter, Ford, C38-23-1.625, 3/4" X 1 5/8", no lead			Ford	$ 11.06	$ 884.80	Ford	$ 11.75	$ 940.00	Ford			Ford
106	292	Coupling, Meter, Ford, C38-24-2-5, 3/4" X 1" X 2 5/8", no lead			Ford	$ 17.22	$ 5,028.24	Ford	$ 18.30	$ 5,343.60	Ford			Ford
107	48	Coupling, Meter, Ford, C38-44-1.5, 1" x 1 1/2", no lead			Ford	$ 16.55	$ 794.40	Ford	$ 17.60	$ 844.80	Ford			Ford
108	55	Coupling, Meter, Ford, C38-44-3.5, 1" x 3 1/2", no lead			Ford	$ 22.44	$ 1,234.20	Ford	$ 23.85	$ 1,311.75	Ford			Ford
109	16	Valve, Angle, 3/4", Ford, BA43-332W, no lead			Ford	$ 86.22	$ 1,379.52	Ford	$ 88.90	$ 1,422.40	Ford			Ford
110	22	Valve, Angle, 1", Ford, BA43-444W, no lead			Ford	$ 128.71	$ 2,831.62	Ford	$ 133.40	$ 2,934.80	Ford			Ford
111	6	Resetters, Meter, Ford V42-7W, no lead			Ford	$ 105.78	$ 634.68	Ford	$ 109.60	$ 657.60	Ford			Ford
112	10	Resetters, Meter, Ford V42-9W, no lead			Ford	$ 107.64	$ 1,076.40	Ford	$ 111.00	$ 1,110.00	Ford			Ford
113	6	Resetters, Meter, Ford V42-12W, no lead			Ford	$ 111.41	$ 668.46	Ford	$ 114.85	$ 689.10	Ford			Ford
114	6	Resetters, Meter, Ford V42-15W, no lead			Ford	$ 116.10	$ 696.60	Ford	$ 119.70	$ 718.20	Ford			Ford
115	6	Resetters, Meter, Ford V44-10W, 1", no lead			Ford	$ 202.99	$ 1,217.94	Ford	$ 209.30	$ 1,255.80	Ford			Ford
116	6	Resetters, Meter, Ford V44-12W, 1", no lead			Ford	$ 207.81	$ 1,246.86	Ford	$ 214.30	$ 1,285.80	Ford			Ford
117	6	Resetters, Meter, Ford, VBB46-18B, 1 1/2", no lead			Ford	$ 1,510.29	$ 9,061.74	Ford	$ 1,517.90	$ 9,107.40	Ford			Ford
118	6	Resetters, Meter, Ford, VBB47-18B, 2", no lead			Ford	$ 1,608.70	$ 9,652.20	Ford	$ 1,623.30	$ 9,739.80	Ford			Ford
119	6	Saddle, Tapping, 2" X 3/4" IP, PVC Pipe, Ford FFCD 202-250-IP3, OD 2.35-2.50			Ford	$ 49.12	$ 294.72	Ford	$ 62.60	$ 375.60	Ford			Ford
120	6	Saddle, Tapping, 2" X 1" IP, PVC Pipe, Ford FFCD 202-250-IP4, OD 2.35-2.50			Ford	$ 49.12	$ 294.72	Ford	$ 62.62	$ 375.72	Ford			Ford
121	6	Saddle, Tapping, 3" X 3/4" IP, PVC Pipe, Ford FFCD 202-380-IP3, OD 3.46-3.80			Ford	$ 51.53	$ 309.18	Ford	$ 69.45	$ 416.70	Ford			Ford
122	6	Saddle, Tapping, 3" X 1" IP, PVC Pipe, Ford FFCD 202-380-IP4, OD 3.46-3.80			Ford	$ 51.53	$ 309.18	Ford	$ 69.45	$ 416.70	Ford			Ford
123	6	Saddle, Tapping, 4" X 1" IP, PVC Pipe, Ford FFCD 202-540-IP4, OD 4.50-5.40			Ford	$ 65.43	$ 392.58	Ford	$ 77.10	$ 462.60	Ford			Ford
124	6	Saddle, Tapping, 4" X 2" IP, PVC Pipe, Ford FFCD 202-540-IP7, OD 4.50-5.40			Ford	$ 68.79	$ 412.74	Ford	$ 76.82	$ 460.92	Ford			Ford
125	6	Saddle, Tapping, 6"x 3/4" IP, PVC Pipe, Ford FFCD 202-690-IP3, OD 6.63-6.90			Ford	$ 66.19	$ 397.14	Ford	$ 81.00	$ 486.00	Ford			Ford
126	6	Saddle, Tapping, 6" X 1" IP, PVC Pipe, Ford FFCD 202-690-IP4, OD 6.63-6.90			Ford	$ 66.19	$ 397.14	Ford	$ 81.00	$ 486.00	Ford			Ford
127	6	Saddle, Tapping, 6" X 1" IP, PVC Pipe, Ford FFCD 202-750-IP4, OD 6.90-7.50			Ford	$ 66.19	$ 397.14	Ford	$ 81.00	$ 486.00	Ford			Ford
128	6	Saddle, Tapping, 8" X 1" IP, PVC Pipe, Ford FFCD 202-905-IP4, OD 8.63-9.05			Ford	$ 70.31	$ 421.86	Ford	$ 92.85	$ 557.10	Ford			Ford
			Total C2	$ -			$ 146,650.40			$ 153,329.51			$ -	
		5% Local Preference		$ -			$ 139,317.88						$ -	
ITEM	QTY	CATEGORY 3 SMITH BLAIR PRODUCTS:	UNIT PRICE	TOTAL	Brand		TOTAL	Brand	UNIT PRICE	TOTAL	Brand	UNIT PRICE	TOTAL	Brand
129	3	Coupling, Top Bolt, Wide Range, 4", SB 421-04460560-031			Smith Blair	$ 191.67	$ 575.01	Smith Blair	$ 193.78	$ 581.34	Smith Blair			Smith Blair
130	3	Coupling, Top Bolt, Wide Range, 6", SB 421-06560760-031			Smith Blair	$ 253.07	$ 759.21	Smith Blair	$ 255.84	$ 767.52	Smith Blair			Smith Blair
131	3	Coupling, Top Bolt, Wide Range, 8", SB 421-08540985-031			Smith Blair	$ 286.59	$ 859.77	Smith Blair	$ 289.70	$ 869.10	Smith Blair			Smith Blair
132	3	Sleeve, Tapping, 6" X 4", SB 622-06900400-003			Smith Blair	$ 373.56	$ 1,120.68	Smith Blair	$ 406.39	$ 1,219.17	Smith Blair			Smith Blair
	5	Sleeve, Tapping, 6" X 6", SB 665-06900600-200			Smith Blair	$ 580.90	$ 2,904.50	Smith Blair	$ 636.36	$ 3,181.80	Smith Blair			Smith Blair
	3	Sleeve, Tapping, 6" X 6", SB 665-07200600-200, Oversized			Smith Blair	$ 580.90	$ 1,742.70	Smith Blair	$ 631.96	$ 1,895.88	Smith Blair			Smith Blair
	3	Sleeve, Tapping, 6" X 6", SB 622-06630600-203, for Class 160 PVC, 6.57-6.73			Smith Blair	$ 437.88	$ 1,313.64	Smith Blair	$ 476.37	$ 1,429.11	Smith Blair			Smith Blair

136	3	Sleeve, Tapping, 6" X 6", SB 662-06630600-200, for Patton, 6.59-6.99			Smith Blair	$ 488.68	$ 1,466.04	Smith Blair	$ 531.60	$ 1,594.80	Smith Blair			Smith Blair
137	3	Sleeve, Tapping, 8" X 4", SB 622-09050400-003			Smith Blair	$ 406.51	$ 1,219.53	Smith Blair	$ 442.24	$ 1,326.72	Smith Blair			Smith Blair
138	3	Sleeve, Tapping, 8" x 6", SB 622-08630600-003			Smith Blair	$ 444.17	$ 1,332.51	Smith Blair	$ 483.21	$ 1,449.63	Smith Blair			Smith Blair
139	3	Sleeve, Tapping, 8" X 6", SB 622-09050600-003			Smith Blair	$ 444.17	$ 1,332.51	Smith Blair	$ 483.21	$ 1,449.63	Smith Blair			Smith Blair
140	3	Sleeve, Tapping, 8" X 6", SB 622-09400600-003, Oversized			Smith Blair	$ 444.17	$ 1,332.51	Smith Blair	$ 483.21	$ 1,449.63	Smith Blair			Smith Blair
141	3	Sleeve, Tapping, 8" X 8", SB 665-09050800-200			Smith Blair	$ 775.35	$ 2,326.05	Smith Blair	$ 843.51	$ 2,530.53	Smith Blair			Smith Blair
142	3	Sleeve, Tapping, 10" X 6", SB 622-11100600-003			Smith Blair	$ 775.35	$ 2,326.05	Smith Blair	$ 496.89	$ 1,490.67	Smith Blair			Smith Blair
143	3	Sleeve, Tapping, 12" X 4", SB 622-13200400-003			Smith Blair	$ 440.38	$ 1,321.14	Smith Blair	$ 481.51	$ 1,444.53	Smith Blair			Smith Blair
144	3	Sleeve, Tapping, 12" X 6", SB 622-13200600-003			Smith Blair	$ 480.97	$ 1,442.91	Smith Blair	$ 525.90	$ 1,577.70	Smith Blair			Smith Blair
145	1	Sleeve, Tapping, 12" X 8", SB 622-13200800-003			Smith Blair	$ 612.18	$ 612.18	Smith Blair	$ 662.05	$ 662.05	Smith Blair			Smith Blair
146	1	Sleeve, Tapping, 12" X 12", SB 665-13201200-200			Smith Blair	$ 1,471.08	$ 1,471.08	Smith Blair	$ 1,591.00	$ 1,591.00	Smith Blair			Smith Blair
147	1	Sleeve, Tapping, 14"X 6", SB 622- 15300600-003, 15.23-15.72			Smith Blair	$ 513.79	$ 513.79	Smith Blair	$ 516.35	$ 516.35	Smith Blair			Smith Blair
148	1	Sleeve, Tapping, 16" X 4", SB 622-17400400-003			Smith Blair	$ 488.71	$ 488.71	Smith Blair	$ 491.15	$ 491.15	Smith Blair			Smith Blair
149	1	Sleeve, Tapping, 16" X 6", SB 622-17400600-003			Smith Blair	$ 547.62	$ 547.62	Smith Blair	$ 550.35	$ 550.35	Smith Blair			Smith Blair
150	1	Sleeve, Tapping, 16" X 8", SB 622-17400800-003			Smith Blair	$ 674.99	$ 674.99	Smith Blair	$ 678.40	$ 678.40	Smith Blair			Smith Blair
151	1	Sleeve, Tapping, 18" X 4", SB 622-19500400-003, 19.41-20.01			Smith Blair	$ 674.99	$ 674.99	Smith Blair	$ 491.15	$ 491.15	Smith Blair			Smith Blair
152	1	Sleeve, Tapping, 18" X 8", SB 622-19500800-003, 19.41-20.01			Smith Blair	$ 674.99	$ 674.99	Smith Blair	$ 678.40	$ 678.40	Smith Blair			Smith Blair
153	1	Sleeve, Tapping, 18" X 12", SB 665-19501200-000, 19.50			Smith Blair	$ 2,196.70	$ 2,196.70	Smith Blair	$ 2,207.75	$ 2,207.75	Smith Blair			Smith Blair
154	1	Sleeve, Tapping, 24" X 8", SB 663-25800800-000, 25.80-26.60			Smith Blair	$ 1,691.24	$ 1,691.24	Smith Blair	$ 1,699.75	$ 1,699.75	Smith Blair			Smith Blair
155	13	Clamp, Redi, 3/4" X 3", SB 245-010503-001, w/ Stainless Steel Bolts / Nuts			Smith Blair	$ 17.22	$ 223.86	Smith Blair	$ 18.15	$ 235.95	Smith Blair			Smith Blair
156	6	Clamp, Redi, 3/4" X 6", SB 245-010506-001, w/ Stainless Steel Bolts / Nuts			Smith Blair	$ 30.88	$ 185.28	Smith Blair	$ 32.55	$ 195.30	Smith Blair			Smith Blair
157	10	Clamp, Redi, 1" X 3", SB 245-013203-001, w/ Stainless Steel Bolts / Nuts			Smith Blair	$ 17.99	$ 179.90	Smith Blair	$ 18.95	$ 189.50	Smith Blair			Smith Blair
158	6	Clamp, Redi, 1" X 6", SB 245-013206-001, w/ Stainless Steel Bolts / Nuts			Smith Blair	$ 31.73	$ 190.38	Smith Blair	$ 33.45	$ 200.70	Smith Blair			Smith Blair
159	7	Clamp, Redi, 1 1/4" X 3", SB 245-016603-001, w/ Stainless Steel Bolts / Nuts			Smith Blair	$ 17.70	$ 123.90	Smith Blair	$ 19.00	$ 133.00	Smith Blair			Smith Blair
160	6	Clamp, Redi, 1 1/4" X 6", SB 245-016606-001, w/ Stainless Steel Bolts / Nuts			Smith Blair	$ 31.85	$ 191.10	Smith Blair	$ 34.25	$ 205.50	Smith Blair			Smith Blair
161	6	Clamp, Redi, 1 1/2" X 3", SB 245-019003-001, w/ Stainless Steel Bolts / Nuts			Smith Blair	$ 20.31	$ 121.86	Smith Blair	$ 21.40	$ 128.40	Smith Blair			Smith Blair
162	6	Clamp, Redi, 1 1/2" X 6", SB 245-019006-001, w/ Stainless Steel Bolts / Nuts			Smith Blair	$ 38.98	$ 233.88	Smith Blair	$ 41.05	$ 246.30	Smith Blair			Smith Blair
163	96	Clamp, Redi, 2" X 3", SB 245-023803-001, w/ Stainless Steel Bolts / Nuts			Smith Blair	$ 20.99	$ 2,015.04	Smith Blair	$ 22.10	$ 2,121.60	Smith Blair			Smith Blair
164	6	Clamp, Redi, 2" X 6", SB 245-023806-001, w/ Stainless Steel Bolts / Nuts			Smith Blair	$ 40.54	$ 243.24	Smith Blair	$ 42.70	$ 256.20	Smith Blair			Smith Blair
165	6	Clamp, Collar Leak, 2", SB 229-023807-001, w/ Stainless Steel Bolts / Nuts			Smith Blair	$ 90.41	$ 542.46	Smith Blair	$ 95.30	$ 571.80	Smith Blair			Smith Blair
166	42	Clamp, Full Circle, 2" x 7 1/2", SB 226-023807-001, w/ Stainless Steel Bolts / Nuts			Smith Blair	$ 68.62	$ 2,882.04	Smith Blair	$ 70.85	$ 2,975.70	Smith Blair			Smith Blair
167	4	Clamp, Full Circle, 2" x 10", SB 226-023810-001, w/ Stainless Steel Bolts / Nuts			Smith Blair	$ 97.13	$ 388.52	Smith Blair	$ 100.25	$ 401.00	Smith Blair			Smith Blair
168	9	Clamp, Full Circle, 2" X 12 1/2", SB 226-023812-001, w/ Stainless Steel Bolts / Nuts			Smith Blair	$ 112.06	$ 1,008.54	Smith Blair	$ 115.70	$ 1,041.30	Smith Blair			Smith Blair
169	3	Clamp, Redi, 3" X 6", SB 245-0350006-001, w/ Stainless Steel Bolts / Nuts			Smith Blair	$ 50.93	$ 152.79	Smith Blair	$ 52.55	$ 157.65	Smith Blair			Smith Blair
170	3	Clamp, Collar Leak, 3", SB 229-035007-001, w/ Stainless Steel Bolts / Nuts			Smith Blair	$ 107.55	$ 322.65	Smith Blair	$ 111.05	$ 333.15	Smith Blair			Smith Blair
171	3	Clamp, Full Circle, 3" X 7 1/2", SB 226-035007-001, w/ Stainless Steel Bolts / Nuts			Smith Blair	$ 79.85	$ 239.55	Smith Blair	$ 82.45	$ 247.35	Smith Blair			Smith Blair
172	3	Clamp, Full Circle, 4" X 7 1/2", SB 226-048007-001, 4.74-5.14, w/ SS Bolts / Nuts			Smith Blair	$ 92.28	$ 276.84	Smith Blair	$ 95.25	$ 285.75	Smith Blair			Smith Blair
173	3	Clamp, Full Circle, 4", SB 226-052507-001, Oversized, 5.22-5.62, w/ SS Bolts / Nuts			Smith Blair	$ 95.63	$ 286.89	Smith Blair	$ 98.75	$ 296.25	Smith Blair			Smith Blair
174	8	Clamp, Full Circle, 6" X 7 1/2", SB 226-066307-001, 6.56-6.96, w/ SS Bolts / Nuts			Smith Blair	$ 105.17	$ 841.36	Smith Blair	$ 108.55	$ 868.40	Smith Blair			Smith Blair
175	42	Clamp, Full Circle, 6" X 7 1/2", SB 226-069007-001, 6.84-7.24, w/ SS Bolts / Nuts			Smith Blair	$ 107.53	$ 4,516.26	Smith Blair	$ 111.00	$ 4,662.00	Smith Blair			Smith Blair
176	3	Clamp, Full Circle, 6", SB 226-071007-001, Oversized, 7.05-7.45, w/ SS Bolts / Nuts			Smith Blair	$ 109.04	$ 327.12	Smith Blair	$ 112.55	$ 337.65	Smith Blair			Smith Blair
177	12	Clamp, Full Circle, 6" X 12 1/2", SB 226-069012-001, 6.84-7.24, w/ SS Bolts / Nuts			Smith Blair	$ 172.95	$ 2,075.40	Smith Blair	$ 175.70	$ 2,108.40	Smith Blair			Smith Blair
178	5	Clamp, Full Circle, 8" X 12 1/2", SB 226-090512-001, 8.99-9.39, w/ SS Bolts / Nuts			Smith Blair	$ 201.61	$ 1,008.05	Smith Blair	$ 204.80	$ 1,024.00	Smith Blair			Smith Blair
179	3	Clamp, Full Circle, 8", SB 226-094012-001, Oversized, 9.27-9.67, w/ SS Bolts / Nuts			Smith Blair	$ 205.83	$ 617.49	Smith Blair	$ 209.10	$ 627.30	Smith Blair			Smith Blair
180	3	Clamp, Full Circle, 10" X 10" SB 226-111010-001, 11.04-11.44, w/ SS Bolts / Nuts			Smith Blair	$ 194.48	$ 583.44	Smith Blair	$ 197.60	$ 592.80	Smith Blair			Smith Blair
181	6	Clamp, Full Circle, 12" X 12 1/2", SB 226-132012-001, 13.10-13.50, w/ SS Bolts / Nuts			Smith Blair	$ 264.97	$ 1,589.82	Smith Blair	$ 269.20	$ 1,615.20	Smith Blair			Smith Blair
182	3	Clamp, Full Circle, 12", SB 226-140012-001, Oversized, 14.00-14.40, w/ SS Bolts / Nuts			Smith Blair	$ 279.34	$ 838.02	Smith Blair	$ 283.80	$ 851.40	Smith Blair			Smith Blair
183	2	Clamp, Full Circle, 14", SB 228-20150715-001, w/ Stainless Steel Bolts / Nuts			Smith Blair	$ 782.40	$ 1,564.80	Smith Blair	$ 750.75	$ 1,501.50	Smith Blair			Smith Blair
184	2	Clamp, Full Circle, 14" Oversized, SB 228-20159215-001, w/ Stainless Steel Bolts / Nuts			Smith Blair	$ 795.46	$ 1,590.92	Smith Blair	$ 763.30	$ 1,526.60	Smith Blair			Smith Blair
185	2	Clamp, Full Circle, 16", SB 228-20171520-001, 17.15-17.90, w/ SS Bolts / Nuts			Smith Blair	$ 1,099.82	$ 2,199.64	Smith Blair	$ 1,055.35	$ 2,110.70	Smith Blair			Smith Blair
186	2	Clamp, Full Circle, 18", SB 228-20192320-001, 19.23-19.98, w/ SS Bolts / Nuts			Smith Blair	$ 1,145.51	$ 2,291.02	Smith Blair	$ 1,099.20	$ 2,198.40	Smith Blair			Smith Blair
187	2	Clamp, Full Circle, 20", SB 228-20207020-001, 20.70-21.45, w/ SS Bolts / Nuts			Smith Blair	$ 1,180.77	$ 2,361.54	Smith Blair	$ 1,133.05	$ 2,266.10	Smith Blair			Smith Blair
188	2	Clamp, Full Circle, 24", SB 228-30257015-001, 25.70-26.80, w/ SS Bolts / Nuts			Smith Blair	$ 1,495.32	$ 2,990.64	Smith Blair	$ 1,434.85	$ 2,869.70	Smith Blair			Smith Blair
189	2	Clamp, Full Circle, 24", SB 228-30257020-001, 25.70-26.80, w/ SS Bolts / Nuts			Smith Blair	$ 2,020.04	$ 4,040.08	Smith Blair	$ 1,938.40	$ 3,876.80	Smith Blair			Smith Blair
190	3	Clamp, Full Circle, 4", SB 238-048007-108, with 1" Tap, 4.74-5.14, w/ SS Bolts / Nuts			Smith Blair	$ 126.76	$ 380.28	Smith Blair	$ 129.45	$ 388.35	Smith Blair			Smith Blair
191	3	Clamp, Full Circle, 4", SB 239-045007-108, with 1" Tap, OS 4.44-5.24, w/ SS Bolts / Nuts			Smith Blair	$ 178.39	$ 535.17	Smith Blair	$ 182.20	$ 546.60	Smith Blair			Smith Blair
192	3	Clamp, Full Circle, 6" X 7 1/2", SB 238-069007-108, w/ 1" Tap, 6.84-7.24, w/ SS Bolts / Nuts			Smith Blair	$ 141.99	$ 425.97	Smith Blair	$ 145.00	$ 435.00	Smith Blair			Smith Blair
193	3	Clamp, Full Circle, 6" X 12 1/2", SB 238-069012-8, with 1" Tap, w/ SS Bolts / Nuts			Smith Blair	$ 207.42	$ 622.26	Smith Blair	$ 211.85	$ 635.55	Smith Blair			Smith Blair
194	3	Clamp, Full Circle, 6", SB 239-069007-108, with 1" Tap, OS 6.84-7.64, w/ SS Bolts / Nuts			Smith Blair	$ 196.36	$ 589.08	Smith Blair	$ 198.40	$ 595.20	Smith Blair			Smith Blair
195	3	Clamp, Full Circle, 8", SB 238-090507-108, with 1" Tap, 8.99-9.39, w/ SS Bolts / Nuts			Smith Blair	$ 159.93	$ 479.79	Smith Blair	$ 161.60	$ 484.80	Smith Blair			Smith Blair
196	3	Clamp, Full Circle, 8", SB 239-090507-108, with 1" Tap, OS 8.99-9.79, w/ SS Bolts / Nuts			Smith Blair	$ 213.75	$ 641.25	Smith Blair	$ 216.00	$ 648.00	Smith Blair			Smith Blair
197	3	Clamp, Bell Joint, 2", SB 274-0250-000			Smith Blair	$ 149.13	$ 447.39	Smith Blair	$ 150.70	$ 452.10	Smith Blair			Smith Blair
198	3	Clamp, Bell Joint, 3", SB 274-0380-000			Smith Blair	$ 149.13	$ 447.39	Smith Blair	$ 150.70	$ 452.10	Smith Blair			Smith Blair
199	3	Clamp, Bell Joint, 4", SB 274-0480-000			Smith Blair	$ 153.55	$ 460.65	Smith Blair	$ 155.15	$ 465.45	Smith Blair			Smith Blair
200	4	Clamp, Bell Joint, 6", SB 274-0690-000			Smith Blair	$ 169.09	$ 676.36	Smith Blair	$ 170.85	$ 683.40	Smith Blair			Smith Blair
201	3	Clamp, Bell Joint, 8", SB 274-0905-000			Smith Blair	$ 233.65	$ 700.95	Smith Blair	$ 236.10	$ 708.30	Smith Blair			Smith Blair
202	3	Clamp, Bell Joint, 10", SB 274-1110-000			Smith Blair	$ 280.31	$ 840.93	Smith Blair	$ 281.70	$ 845.10	Smith Blair			Smith Blair
203	3	Clamp, Bell Joint, 12", SB 274-1320-000			Smith Blair	$ 303.19	$ 909.57	Smith Blair	$ 304.70	$ 914.10	Smith Blair			Smith Blair
204	3	Clamp, Bell Joint, 14", SB 274-1530-000			Smith Blair	$ 1,054.39	$ 3,163.17	Smith Blair	$ 1,059.70	$ 3,179.10	Smith Blair			Smith Blair
205	3	Clamp, Bell Joint, 14", SB 274-1565-000, Oversized			Smith Blair	$ 1,054.39	$ 3,163.17	Smith Blair	$ 1,059.70	$ 3,179.10	Smith Blair			Smith Blair
206	3	Clamp, Bell Joint, 16", SB 274-1740-000			Smith Blair	$ 473.44	$ 1,420.32	Smith Blair	$ 475.80	$ 1,427.40	Smith Blair			Smith Blair
207	3	Clamp, Bell Joint, 18", SB 274-1950-000			Smith Blair	$ 657.89	$ 1,973.67	Smith Blair	$ 661.20	$ 1,983.60	Smith Blair			Smith Blair
208	2	Clamp, Bell Joint, 24", SB 274-2580-000			Smith Blair	$ 870.11	$ 1,740.22	Smith Blair	$ 874.50	$ 1,749.00	Smith Blair			Smith Blair
209	6	Saddle, Tapping, 2" X 3/4", SB 317-025606-000, w/ Stainless Steel Bolts / Nuts			Smith Blair	$ 59.72	$ 358.32	Smith Blair	$ 63.60	$ 381.60	Smith Blair			Smith Blair
210	6	Saddle, Tapping, 2" X 1", SB 317-025608-000, w/ Stainless Steel Bolts / Nuts			Smith Blair	$ 59.72	$ 358.32	Smith Blair	$ 63.60	$ 381.60	Smith Blair			Smith Blair
211	3	Saddle, Tapping, 4" X 2", SB 317-00051414-000, w/ Stainless Steel Bolts / Nuts			Smith Blair	$ 69.12	$ 207.36	Smith Blair	$ 73.60	$ 220.80	Smith Blair			Smith Blair
	5	Saddle, Tapping, 6" X 1", SB 317-076008-000, w/ Stainless Steel Bolts / Nuts			Smith Blair	$ 65.94	$ 329.70	Smith Blair	$ 70.20	$ 351.00	Smith Blair			Smith Blair
	12	Saddle, Tapping, 6" X 2", SB 317-076014-000, w/ Stainless Steel Bolts / Nuts			Smith Blair	$ 79.03	$ 948.36	Smith Blair	$ 84.15	$ 1,009.80	Smith Blair			Smith Blair

214	3	Saddle, Tapping, 8" X 1", SB 317-101008-000, w/ Stainless Steel Bolts / Nuts			Smith Blair	$ 77.91	$ 233.73	Smith Blair	$ 82.95	$ 248.85	Smith Blair			Smith Blair
215	5	Saddle, Tapping, 8" X 2", SB 317-101014-000, w/ Stainless Steel Bolts / Nuts			Smith Blair	$ 91.98	$ 459.90	Smith Blair	$ 97.95	$ 489.75	Smith Blair			Smith Blair
216	3	Saddle, Tapping, 10" X 2", SB 317-121214-000, w/ Stainless Steel Bolts / Nuts			Smith Blair	$ 105.79	$ 317.37	Smith Blair	$ 114.40	$ 343.20	Smith Blair			Smith Blair
217	3	Saddle, Tapping, 12" X 1", SB 317-143208-000, w/ Stainless Steel Bolts / Nuts			Smith Blair	$ 106.14	$ 318.42	Smith Blair	$ 114.75	$ 344.25	Smith Blair			Smith Blair
218	3	Saddle, Tapping, 12" X 2", SB 317-143214-000, w/ Stainless Steel Bolts / Nuts			Smith Blair	$ 121.60	$ 364.80	Smith Blair	$ 131.50	$ 394.50	Smith Blair			Smith Blair
219	1	Saddle, Tapping, 14" X 2", SB 317-156514-000, w/ Stainless Steel Bolts / Nuts			Smith Blair	$ 131.76	$ 131.76	Smith Blair	$ 131.10	$ 131.10	Smith Blair			Smith Blair
220	1	Saddle, Tapping, 16" X 2", SB 317-188814-000, w/ Stainless Steel Bolts / Nuts			Smith Blair	$ 163.26	$ 163.26	Smith Blair	$ 162.45	$ 162.45	Smith Blair			Smith Blair
221	2	Saddle, Tapping, 18" X 2", SB 366-200014-015, w/ Stainless Steel Bolts / Nuts			Smith Blair	$ 430.85	$ 861.70	Smith Blair	$ 428.70	$ 857.40	Smith Blair			Smith Blair
222	1	Saddle, Tapping, 18" X 2", SB 362-223814-015, Concrete Cylinder, w/ SS Bolts / Nuts			Smith Blair	$ 461.07	$ 461.07	Smith Blair	$ 458.80	$ 458.80	Smith Blair			Smith Blair
223	1	Saddle, Tapping, 24" X 1", SB 366-263208-015, w/ Stainless Steel Bolts / Nuts			Smith Blair	$ 465.77	$ 465.77	Smith Blair	$ 463.45	$ 463.45	Smith Blair			Smith Blair
224	1	Saddle, Tapping, 24" X 2", SB 366-263214-015, w/ Stainless Steel Bolts / Nuts			Smith Blair	$ 473.46	$ 473.46	Smith Blair	$ 421.10	$ 421.10	Smith Blair			Smith Blair
225	6	Sleeve, Dresser, 1/2", SB 411-008401-031, w/ Stainless Steel Bolts / Nuts			Smith Blair	$ 46.29	$ 277.74	Smith Blair	$ 52.30	$ 313.80	Smith Blair			Smith Blair
226	10	Sleeve, Dresser, 3/4", SB 411-010501-031, w/ Stainless Steel Bolts / Nuts			Smith Blair	$ 51.99	$ 519.90	Smith Blair	$ 55.45	$ 554.50	Smith Blair			Smith Blair
227	3	Sleeve, Dresser, 1", SB 411-013201-031, w/ Stainless Steel Bolts / Nuts			Smith Blair	$ 54.67	$ 164.01	Smith Blair	$ 56.50	$ 169.50	Smith Blair			Smith Blair
228	6	Sleeve, Dresser, 1 1/4", SB 411-016601-031, w/ Stainless Steel Bolts / Nuts			Smith Blair	$ 54.31	$ 325.86	Smith Blair	$ 51.60	$ 309.60	Smith Blair			Smith Blair
229	14	Sleeve, Dresser, 1 1/2", SB 411-019001-031, w/ Stainless Steel Bolts / Nuts			Smith Blair	$ 60.15	$ 842.10	Smith Blair	$ 64.20	$ 898.80	Smith Blair			Smith Blair
230	55	Sleeve, Dresser, 2", SB 411-023801-031, w/ Stainless Steel Bolts / Nuts			Smith Blair	$ 67.07	$ 3,688.85	Smith Blair	$ 69.30	$ 3,811.50	Smith Blair			Smith Blair
231	4	Sleeve, Dresser, 2 1/2", SB 411-028801-031, w/ Stainless Steel Bolts / Nuts			Smith Blair	$ 97.94	$ 391.76	Smith Blair	$ 104.50	$ 418.00	Smith Blair			Smith Blair
232	3	Sleeve, Dresser, 3", SB 411-035-0002-031, w/ Stainless Steel Bolts / Nuts			Smith Blair	$ 137.77	$ 413.31	Smith Blair	$ 154.00	$ 462.00	Smith Blair			Smith Blair
233	3	Sleeve, Dresser, 4", SB 411-045002-031, w/ Stainless Steel Bolts / Nuts			Smith Blair	$ 133.92	$ 401.76	Smith Blair	$ 149.70	$ 449.10	Smith Blair			Smith Blair
234	3	Sleeve, Dresser, 4" x 3", 4.74-4.88 x 3.50, SB 413-04800350-131, w/ SS Bolts / Nuts				$ 166.66	$ 499.98		$ 186.30	$ 558.90	Smith Blair			
			Total C3	$ -			$ 105,761.53			$ 107,461.06			$ -	
		5% Local Preference		$ -			$ 100,473.45						$ -	
ITEM	**QTY**	**CATEGORY 4 FIRE HYDRANTS:**	**UNIT PRICE**	**TOTAL**	**Brand**	**UNIT PRICE**	**TOTAL**	**Brand**	**UNIT PRICE**	**TOTAL**	**Brand**	**UNIT PRICE**	**TOTAL**	**Brand**
235	3	Fire Hydrant, 2 1/2' Bury	$ 2,200.00	$ 6,600.00	Mueller	$ 2,584.68	$ 7,754.04	Mueller	$ 2,282.05	$ 6,846.15	AVK	$ 2,267.50	$ 6,802.50	Clow
236	3	Fire Hydrant, 3' Bury	$ 2,635.70	$ 7,907.10	Mueller	$ 2,649.14	$ 7,947.42	Mueller	$ 2,375.20	$ 7,125.60	AVK	$ 2,324.00	$ 6,972.00	Clow
237	4	Fire Hydrant, 3 1/2' Bury	$ 2,699.87	$ 10,799.48	Mueller	$ 2,713.64	$ 10,854.56	Mueller	$ 2,433.00	$ 9,732.00	AVK	$ 2,380.50	$ 9,522.00	Clow
238	6	Fire Hydrant, 4' Bury	$ 2,764.26	$ 16,585.56	Mueller	$ 2,778.36	$ 16,670.16	Mueller	$ 2,490.85	$ 14,945.10	AVK	$ 2,437.75	$ 14,626.50	Clow
239	8	Fire Hydrant, 4 1/2' Bury	$ 2,828.34	$ 22,626.72	Mueller	$ 2,842.77	$ 22,742.16	Mueller	$ 2,535.60	$ 20,284.80	AVK	$ 2,493.75	$ 19,950.00	Clow
240	4	Fire Hydrant, 5' Bury	$ 2,892.56	$ 11,570.24	Mueller	$ 2,907.32	$ 11,629.28	Mueller	$ 2,593.15	$ 10,372.60	AVK	$ 2,550.50	$ 10,202.00	Clow
241	3	Fire Hydrant, 5 1/2' Bury	$ 2,956.70	$ 8,870.10	Mueller	$ 2,971.78	$ 8,915.34	Mueller	$ 2,650.70	$ 7,952.10	AVK	$ 2,607.00	$ 7,821.00	Clow
242	3	Fire Hydrant, 6' Bury	$ 3,020.75	$ 9,062.25	Mueller	$ 3,036.15	$ 9,108.45	Mueller	$ 2,667.20	$ 8,001.60	AVK	$ 2,663.50	$ 7,990.50	Clow
			Total C4	$ 94,021.45			$ 95,621.41			$ 85,259.95			$ 83,886.50	Clow
		5% Local Preference		$ 89,320.38			$ 90,840.34							
ITEM	**QTY**	**CATEGORY 5 VALVES:**	**UNIT PRICE**	**TOTAL**	**Brand**	**UNIT PRICE**	**TOTAL**	**Brand**	**UNIT PRICE**	**TOTAL**	**Brand**	**UNIT PRICE**	**TOTAL**	**Brand**
243	3	Valve, Gate, 4", MJ ALPHA Restrained Joint Ends	$ 776.07	$ 2,328.21	Mueller	$ 835.04	$ 2,505.12	Mueller	$ 834.25	$ 2,502.75	AVK	$ 865.50	$ 2,596.50	AVK
244	16	Valve, Gate, 6", MJ ALPHA Restrained Joint Ends	$ 993.92	$ 15,902.72	Mueller	$ 1,076.78	$ 17,228.48	Mueller	$ 1,089.85	$ 17,437.60	AVK	$ 1,150.00	$ 18,400.00	AVK
245	6	Valve, Gate, 8", MJ ALPHA Restrained Joint Ends	$ 1,511.47	$ 9,068.82	Mueller	$ 1,670.07	$ 10,020.42	Mueller	$ 1,664.50	$ 9,987.00	AVK	$ 1,805.00	$ 10,830.00	AVK
246	2	Valve, Gate, 12", MJ ALPHA Restrained Joint Ends	$ 2,950.80	$ 5,901.60	Mueller	$ 3,056.90	$ 6,113.80	Mueller	$ 2,917.30	$ 5,834.60	AVK	$ 3,230.00	$ 6,460.00	AVK
247	2	Valve, Gate, 4", FL X MJ	$ 587.02	$ 1,174.04	Mueller	$ 587.01	$ 1,174.02	Mueller	$ 628.00	$ 1,256.00	AVK	$ 565.00	$ 1,130.00	Clow
248	2	Valve, Gate, 6", FL X MJ	$ 784.73	$ 1,569.46	Mueller	$ 784.72	$ 1,569.44	Mueller	$ 801.75	$ 1,603.50	AVK	$ 755.00	$ 1,510.00	Clow
249	2	Valve, Gate, 8", FL X MJ	$ 1,226.25	$ 2,452.50	Mueller	$ 1,226.24	$ 2,452.48	Mueller	$ 1,275.85	$ 2,551.70	AVK	$ 1,180.00	$ 2,360.00	Clow
250	2	Valve, Gate, 12", FL X MJ	$ 2,352.72	$ 4,705.44	Mueller	$ 2,352.71	$ 4,705.42	Mueller	$ 2,322.30	$ 4,644.60	AVK	$ 2,265.00	$ 4,530.00	Clow
251	2	Valve, Gate, 4", MJ	$ 615.23	$ 1,230.46	Mueller	$ 615.22	$ 1,230.44	Mueller	$ 628.00	$ 1,256.00	AVK	$ 595.00	$ 1,190.00	Clow
252	30	Valve, Gate, 6", MJ	$ 784.73	$ 23,541.90	Mueller	$ 784.72	$ 23,541.60	Mueller	$ 801.75	$ 24,052.50	AVK	$ 755.00	$ 22,650.00	Clow
253	3	Valve, Gate, 8", MJ	$ 1,249.81	$ 3,749.43	Mueller	$ 1,249.81	$ 3,749.43	Mueller	$ 1,275.85	$ 3,827.55	AVK	$ 1,205.00	$ 3,615.00	Clow
254	1	Valve, Gate, 12", MJ	$ 2,465.81	$ 2,465.81	Mueller	$ 2,465.81	$ 2,465.81	Mueller	$ 2,322.30	$ 2,322.30	AVK	$ 2,375.00	$ 2,375.00	Clow
255	3	Valve, Gate, 4", Tapping, "True Tapping"	$ 776.15	$ 2,328.45	Mueller	$ 776.14	$ 2,328.42	Mueller	$ 573.55	$ 1,720.65	AVK	$ 565.00	$ 1,695.00	Clow
256	11	Valve, Gate, 6", Tapping, "True Tapping"	$ 1,095.85	$ 12,054.35	Mueller	$ 1,095.85	$ 12,054.35	Mueller	$ 732.20	$ 8,054.20	AVK	$ 755.00	$ 8,305.00	Clow
257	3	Valve, Gate, 8", Tapping, "True Tapping"	$ 1,626.58	$ 4,879.74	Mueller	$ 1,626.57	$ 4,879.71	Mueller	$ 1,165.20	$ 3,495.60	AVK	$ 1,180.00	$ 3,540.00	Clow
258	2	Valve, Gate, 12", Tapping, "True Tapping"	$ 3,705.30	$ 7,410.60	Mueller	$ 3,705.30	$ 7,410.60	Mueller	$ 2,298.60	$ 4,597.20	AVK	$ 2,265.00	$ 4,530.00	Clow
259	6	Valve, Gate, FL x FL, 3", w/ Hand wheels	$ 545.52	$ 3,273.12	Mueller	$ 545.51	$ 3,273.06	Mueller	$ 548.00	$ 3,288.00	AVK	$ 525.00	$ 3,150.00	Clow
260	6	Valve, Gate, FL x FL, 4", w/ Hand wheels	$ 609.60	$ 3,657.60	Mueller	$ 609.59	$ 3,657.54	Mueller	$ 612.35	$ 3,674.10	AVK	$ 590.00	$ 3,540.00	Clow
261	6	Valve, Gate, FL x FL, 6", w/ Hand wheels	$ 814.90	$ 4,889.40	Mueller	$ 814.90	$ 4,889.40	Mueller	$ 818.10	$ 4,908.60	AVK	$ 785.00	$ 4,710.00	Clow
262	6	Valve, Gate, OS & Y, FL x FL, 6"	$ 874.36	$ 5,246.16	Mueller	$ 874.36	$ 5,246.16	Mueller	$ 1,148.05	$ 6,888.30	AVK	$ 1,005.00	$ 6,030.00	Clow
263	6	Valve, Gate, OS & Y, FL x FL, 8"	$ 1,432.74	$ 8,596.44	Mueller	$ 1,432.73	$ 8,596.38	Mueller	$ 1,753.60	$ 10,521.60	AVK	$ 1,535.00	$ 9,210.00	Clow
			Total C5	$ 126,426.25			$ 129,092.08			$ 124,424.35			$ 122,356.50	
		5% Local Preference		$ 120,104.94			$ 122,637.48							
ITEM	**QTY**	**CATEGORY 6 FERNCO PIPE FITTINGS:**	**UNIT PRICE**	**TOTAL**	**Brand**	**UNIT PRICE**	**TOTAL**	**Brand**	**UNIT PRICE**	**TOTAL**	**Brand**	**UNIT PRICE**	**TOTAL**	**Brand**
264	6	Adapter, Banded, 4" Clay X 3" Soil Pipe, 1002-43RC			Fernco	$ 33.26	$ 199.56	Fernco	$ 37.00	$ 222.00	Fernco			Fernco
265	16	Adapter, Banded, 4", Clay X Clay, 1001-44RC			Fernco	$ 20.93	$ 334.88	Fernco	$ 23.25	$ 372.00	Fernco			Fernco
266	117	Adapter, Banded, 4", Clay X Ductile Iron, 1003-44RC			Fernco	$ 31.15	$ 3,644.55	Fernco	$ 34.10	$ 3,989.70	Fernco			Fernco
267	20	Adapter, Banded, 4", CI / Plastic X CI / Plastic, 1056-44RC			Fernco	$ 21.25	$ 425.00	Fernco	$ 23.25	$ 465.00	Fernco			Fernco
268	34	Adapter, Banded, 6", Clay X Clay, 1001-66RC			Fernco	$ 40.47	$ 1,375.98	Fernco	$ 44.30	$ 1,506.20	Fernco			Fernco
269	377	Adapter, Banded, 6", Clay X Ductile Iron, 1003-66RC			Fernco	$ 47.49	$ 17,903.73	Fernco	$ 50.85	$ 19,170.45	Fernco			Fernco
270	20	Adapter, Banded, 6", CI / Plastic X CI / Plastic, 1056-66RC			Fernco	$ 39.86	$ 797.20	Fernco	$ 43.30	$ 866.00	Fernco			Fernco
271	6	Adapter, Banded, 8", Clay X Clay, 1001-88RC			Fernco	$ 59.18	$ 355.08	Fernco	$ 64.35	$ 386.10	Fernco			Fernco
272	24	Adapter, Banded, 8", Clay X Ductile Iron, 1003-88RC			Fernco	$ 82.43	$ 1,978.32	Fernco	$ 88.30	$ 2,119.20	Fernco			Fernco
273	20	Adapter, Banded, 8", CI / Plastic X CI / Plastic, 1056-88RC			Fernco	$ 59.18	$ 1,183.60	Fernco	$ 64.35	$ 1,287.00	Fernco			Fernco
274	6	Adapter, Banded, 10", Clay X Clay, 1001-1010RC			Fernco	$ 76.59	$ 459.54	Fernco	$ 79.35	$ 476.10	Fernco			Fernco
275	6	Adapter, Banded, 10", Clay X Ductile Iron, 1003-1010RC			Fernco	$ 99.10	$ 594.60	Fernco	$ 102.70	$ 616.20	Fernco			Fernco
276	6	Adapter, Banded, 12", Clay X Clay, 1001-1212RC			Fernco	$ 93.76	$ 562.56	Fernco	$ 97.15	$ 582.90	Fernco			Fernco
	6	Adapter, Banded, 12", Clay X Ductile Iron, 1003-1212RC			Fernco	$ 137.29	$ 823.74	Fernco	$ 142.25	$ 853.50	Fernco			Fernco
	6	Adapter, Banded, 15", Clay X Clay, 1001-1515RC			Fernco	$ 187.04	$ 1,122.24	Fernco	$ 193.85	$ 1,163.10	Fernco			Fernco

279	6	Adapter, Banded, 18", Clay X Clay, 1001-1818RC			Fernco	$ 362.36	$ 2,174.16	Fernco	$ 367.90	$ 2,207.40	Fernco			Fernco
280	6	Adapter, Banded, 18", Clay X Ductile Iron, 1003-1818RC			Fernco	$ 491.91	$ 2,951.46	Fernco	$ 499.40	$ 2,996.40	Fernco			Fernco
281	4	Adapter, Banded, 24", Clay X Clay, 1001-2424RC			Fernco	$ 560.27	$ 2,241.08	Fernco	$ 568.80	$ 2,275.20	Fernco			Fernco
			Total C6	$ -			$ 39,127.28			$ 41,554.45			$ -	
		5% Local Preference		$ -			$ 37,170.92						$ -	
ITEM	**QTY**	**CATEGORY 7 COPPER PIPE:**	**UNIT PRICE**	**TOTAL**	**Brand**	**UNIT PRICE**	**TOTAL**	**Brand**	**UNIT PRICE**	**TOTAL**	**Brand**	**UNIT PRICE**	**TOTAL**	**Brand**
282	420	Pipe, Copper, Type "K" Soft, 3/4" X 60' Only, no lead				$ 7.11	$ 2,986.20		$ 7.55	$ 3,171.00	KSD			
283	1860	Pipe, Copper, Type "K" Soft, 1" X 60' Only, no lead				$ 9.44	$ 17,558.40		$ 10.05	$ 18,693.00	KSD			
284	240	Pipe, Copper, Type "K" Soft, 1 1/2" X 60' Only, no lead				$ 15.04	$ 3,609.60		$ 16.05	$ 3,852.00	KSD			
285	440	Pipe, Copper, Type "K" Soft, 2" X 40' Only, no lead				$ 23.07	$ 10,150.80		$ 24.60	$ 10,824.00	KSD			
			Total C7	$ -			$ 34,305.00			$ 36,540.00			$ -	
		5% Local Preference		$ -			$ 32,589.75						$ -	
ITEM	**QTY**	**CATEGORY 8 CAST IRON, DUCTILE IRON, ETC. PRODUCTS:**	**UNIT PRICE**	**TOTAL**	**Brand**	**UNIT PRICE**	**TOTAL**	**Brand**	**UNIT PRICE**	**TOTAL**	**Brand**	**UNIT PRICE**	**TOTAL**	**Brand**
286	65	Box & Lid, Paving, Bass Hayes 340-1 or Similar				$ 47.72	$ 3,101.80	Sigma	$ 46.05	$ 2,993.25	Sigma			
287	5	Box, Riser, 1", Bass Hayes 1824-1X or Similar				$ 19.48	$ 97.40	Sigma	$ 47.30	$ 236.50	Bass & Hayes			
288	3	Box, Riser, 1 1/2", Bass Hayes 1824-1.5X or Similar				$ 29.28	$ 87.84	Sigma	$ 56.75	$ 170.25	Bass & Hayes			
289	2	Box, Riser, 2", Bass Hayes 1824-2.5X or Similar				$ 29.28	$ 58.56	Sigma	$ 66.25	$ 132.50	Bass & Hayes			
290	5	Clean-out, Cast Iron, Bass Hayes, 339 or Similar				$ 97.07	$ 485.35	Sigma	$ 99.25	$ 496.25	Sigma			
291	3	Cover, Cast Iron, Mushroom Type For Valve Box, Bass Hayes # 6 or Similar				$ 22.94	$ 68.82	Sigma	$ 22.15	$ 66.45	Sigma			
292	3	Lid, Clean-out, Cast Iron, for Bass Hayes # 339 or Similar				$ 11.93	$ 35.79	Sigma	$ 11.50	$ 34.50	Sigma			
293	6	Lid, for Paving Valve Box, Bass Hayes 340-1 or Similar				$ 11.93	$ 71.58	Sigma	$ 11.50	$ 69.00	Sigma			
294	14	Lid, Rite Hite, to fit Bass Hayes 1824-1X or Similar				$ 18.87	$ 264.18	Sigma	$ 43.00	$ 602.00	Bass & Hayes			
295	14	Lid, Sanitary Sewer, 24", Bass Hayes 0024 or Similar				$ 141.18	$ 1,976.52	Sigma	$ 309.95	$ 4,339.30	Bass & Hayes			
296	3	Lid, Sanitary Sewer, 32", Bass Hayes 0032 or Similar				$ 233.82	$ 701.46	Sigma	$ 357.90	$ 1,073.70	Bass & Hayes			
297	38	Ring & Lid, Sanitary Sewer, 24", Bass Hayes 300-24 or Similar				$ 189.71	$ 7,208.98	Sigma	$ 319.60	$ 12,144.80	Sigma			
298	12	Ring & Lid, Sanitary Sewer, 32", Bass Hayes 300-32 or Similar				$ 209.14	$ 2,509.68	Sigma	$ 362.20	$ 4,346.40	Sigma			
299	3	Riser, Manhole, Cast Iron, 2 1/2", to fit 300-24 Ring & Lid, 300-24 Ax2 1/2"				$ 92.65	$ 277.95	Sigma	$ 89.45	$ 268.35	Sigma			
300	3	Riser, Manhole, Cast Iron, 2 1/2", to fit 300-32 Ring & Lid, 300-32 Ax2 1/2"				$ 121.31	$ 363.93	Sigma	$ 109.90	$ 329.70	Sigma			
301	12	Box, Meter, Cast Iron W/Lid, 1", Pipeline Comp, MB 1010 or Similar				$ 123.88	$ 1,486.56	Sigma	$ 119.65	$ 1,435.80	Sigma			
302	12	Box, Meter, Cast Iron W/Lid, 2", Pipeline Comp, 2MB, Box # 17822/ Lid # 07821 or Similar				$ 143.68	$ 1,724.16	Sigma	$ 155.10	$ 1,861.20	Sigma			
303	12	Lid, Cast Iron, 36-HIT, 5/8", For 36 Meter Box				$ 31.58	$ 378.96	Sigma	$ 83.30	$ 999.60	Bass & Hayes			
304	12	Lid, Cast Iron, 37-HIT, 1", For 37 Meter Box				$ 36.84	$ 442.08	Sigma	$ 33.65	$ 403.80	Sigma			
305	6	Lid, Cast Iron, 65TFW, 2", For 65 Meter Box				$ 60.84	$ 365.04	Sigma	$ 55.80	$ 334.80	Sigma			
306	12	Lid, Cast Iron, 1", for Pipeline Comp MB 1010 Cast Iron Meter Box, 12 1/2" x 20 1/2"				$ 31.20	$ 374.40	Sigma	$ 43.25	$ 519.00	SIP			
307	12	Lid, Cast Iron, 2", # 07821 for Pipeline Comp 2MB Cast Iron Meter Box # 17822, 15" x 25"				$ 51.73	$ 620.76	Sigma	$ 55.80	$ 669.60	Sigma			
			Total C8	$ -			$ 22,701.80			$ 33,526.75			$ -	
		5% Local Preference		$ -			$ 21,566.71						$ -	
ITEM	**QTY**	**CATEGORY 9 PVC:**	**UNIT PRICE**	**TOTAL**	**Brand**	**UNIT PRICE**	**TOTAL**	**Brand**	**UNIT PRICE**	**TOTAL**	**Brand**	**UNIT PRICE**	**TOTAL**	**Brand**
308	1000	Pipe, PVC, 200 PSI, Slip Joint, 2" X 20'				$ 1.21	$ 1,210.00	Various	$ 1.51	$ 1,510.00	Sanderson Pipe			
309	300	Pipe, PVC, 200 PSI, Slip Joint, 3" X 20'				$ 2.44	$ 732.00	Various	$ 3.05	$ 915.00	Sanderson Pipe			
310	1880	Pipe, PVC, Slip Joint, Water CL200, 4" X 20'				$ 4.05	$ 7,614.00	Various	$ 5.06	$ 9,512.80	Sanderson Pipe			
311	1240	Pipe, PVC, Slip Joint, Water CL200, 6" X 20'				$ 8.57	$ 10,626.80	Various	$ 10.67	$ 13,230.80	Sanderson Pipe			
312	400	Pipe, PVC, Slip Joint, Water CL200, 8" X 20'				$ 14.38	$ 5,752.00	Various	$ 17.89	$ 7,156.00	Sanderson Pipe			
313	26	Tee, PVC, 6" x 4", To fit 200 psi, water pipe				$ 225.59	$ 5,865.34	Harco	$ 122.05	$ 3,173.30	Stan Roberts			
314	10	Tee, PVC, 8" x 4", To fit 200 psi, water pipe				$ 380.74	$ 3,807.40	Harco	$ 193.30	$ 1,933.00	Stan Roberts			
315	20	Wye, PVC, 6" x 4", To fit 200 psi, water pipe				$ 148.26	$ 2,965.20	Harco	$ 143.35	$ 2,867.00	Stan Roberts			
316	10	Wye, PVC, 8" x 4", To fit 200 psi, water pipe				$ 300.00	$ 3,000.00	Harco	$ 209.90	$ 2,099.00	Stan Roberts			
317	600	Pipe, PVC, Slip Joint, Water C-900 DR-14, 4" X 20'				$ 6.75	$ 4,050.00	Various	$ 8.35	$ 5,010.00	Sanderson Pipe			
318	200	Pipe, PVC, Slip Joint, Water C-900 DR-14, 6" X 20'				$ 13.60	$ 2,720.00	Various	$ 16.91	$ 3,382.00	Sanderson Pipe			
319	200	Pipe, PVC, Slip Joint, Water C-900 DR-14, 8" X 20'				$ 23.42	$ 4,684.00	Various	$ 29.14	$ 5,828.00	Sanderson Pipe			
320	10	Bend, PVC SDR 26, 4"x 22 1/2 D , Gasket, Sewer, GG				$ 29.25	$ 292.50	Multi	$ 33.20	$ 332.00	Stan Roberts			
321	5	Bend, PVC SDR 26, 6"x 22 1/2 D , Gasket, Sewer, GG				$ 55.08	$ 275.40	Multi	$ 62.55	$ 312.75	Stan Roberts			
322	2	Bend, PVC SDR 26, 8"x 22 1/2 D , Gasket, Sewer, GG				$ 97.88	$ 195.76	Multi	$ 111.20	$ 222.40	Stan Roberts			
323	10	Bend, PVC SDR 26, 4"x 45 D , Gasket, Sewer, GG				$ 22.06	$ 220.60	Multi	$ 25.05	$ 250.50	Stan Roberts			
324	5	Bend, PVC SDR 26, 6"x 45 D , Gasket, Sewer, GG				$ 40.41	$ 202.05	Multi	$ 45.90	$ 229.50	Stan Roberts			
325	2	Bend, PVC SDR 26, 8"x 45 D , Gasket, Sewer, GG				$ 100.40	$ 200.80	Multi	$ 114.05	$ 228.10	Stan Roberts			
326	10	Bend, PVC SDR 26, 4"x 90 D , Gasket, Sewer, GG				$ 39.12	$ 391.20	Multi	$ 46.00	$ 460.00	Stan Roberts			
327	5	Bend, PVC SDR 26, 6"x 90 D , Gasket, Sewer, GG				$ 42.91	$ 214.55	Multi	$ 50.45	$ 252.25	Stan Roberts			
328	2	Bend, PVC SDR 26, 8"x 90 D , Gasket, Sewer, GG				$ 194.95	$ 389.90	Multi	$ 229.35	$ 458.70	Stan Roberts			
329	10	Cap, PVC SDR, 4", Sewer, Glue				$ 2.28	$ 22.80	Multi	$ 2.80	$ 28.00	Stan Roberts			
330	5	Cap, PVC SDR 35, 6", Sewer, Glue				$ 8.33	$ 41.65	Multi	$ 10.40	$ 52.00	Stan Roberts			
331	2	Cap, PVC SDR 35, 8", Sewer, Glue				$ 27.29	$ 54.58	Multi	$ 34.10	$ 68.20	Stan Roberts			
332	560	Pipe, PVC SDR 26, 4"x 14', Gasket, Sewer				$ 2.94	$ 1,646.40	Various	$ 3.63	$ 2,032.80	Sanderson Pipe			
333	1400	Pipe, PVC SDR 26, 6"x 14', Gasket, Sewer				$ 6.55	$ 9,170.00	Various	$ 8.14	$ 11,396.00	Sanderson Pipe			
334	420	Pipe, PVC SDR 26, 8"x 14', Gasket, Sewer				$ 11.85	$ 4,977.00	Various	$ 14.74	$ 6,190.80	Sanderson Pipe			
335	10	Tee, PVC SDR 26, 4"x 4", Gasket, Sewer, GGG				$ 52.02	$ 520.20	Multi	$ 61.20	$ 612.00	Stan Roberts			
336	5	Tee, PVC SDR 26, 6"x 4", Gasket, Sewer, GGG				$ 66.19	$ 330.95	Multi	$ 77.85	$ 389.25	Stan Roberts			
337	5	Tee, PVC SDR 26, 6"x 6", Gasket, Sewer, GGG				$ 71.19	$ 355.95	Multi	$ 83.75	$ 418.75	Stan Roberts			
338	2	Tee, PVC SDR 26, 8"x 4", Gasket, Sewer, GGG				$ 89.61	$ 179.22	Multi	$ 105.40	$ 210.80	Stan Roberts			
339	10	Wye, PVC SDR 26, 4"x 4", Gasket, Sewer, GGG				$ 49.84	$ 498.40	Multi	$ 58.60	$ 586.00	Stan Roberts			
340	5	Wye, PVC SDR 26, 6"x 4", Gasket, Sewer, GGG				$ 65.40	$ 327.00	Multi	$ 76.90	$ 384.50	Stan Roberts			
	5	Wye, PVC SDR 26, 6"x 6", Gasket, Sewer, GGG				$ 81.02	$ 405.10	Multi	$ 95.30	$ 476.50	Stan Roberts			
	2	Wye, PVC SDR 26, 8"x 4", Gasket, Sewer, GGG				$ 91.53	$ 183.06	Multi	$ 107.65	$ 215.30	Stan Roberts			
			Total C9	$ -			$ 74,121.81			$ 82,424.00			$ -	

		5% Local Preference		$ -			$ 70,415.72						$ -		
ITEM	QTY	CATEGORY 10 POLYETHYLENE WATER PIPE, W/ FACTORY INSTALLED TRACING WIRE :	UNIT PRICE	TOTAL	Brand	UNIT PRICE	TOTAL	Brand	UNIT PRICE	TOTAL	Brand	UNIT PRICE	TOTAL	Brand
343	500	Pipe, Polyethylene, Water Pipe, w/ Factory-Installed Tracer Wire , 3/4" X 100' Only			ENDOT	$ 1.31	$ 655.00	Endotrace	$ 1.15	$ 575.00	Endot			
344	2000	Pipe, Polyethylene, Water Pipe, w/ Factory-Installed Tracer Wire , 1" X 100' Only				$ 1.47	$ 2,940.00	Endotrace	$ 1.20	$ 2,400.00	Endot			
345	300	Pipe, Polyethylene, Water Pipe, w/ Factory-Installed Tracer Wire , 1 1/2" X 100' Only				$ 2.23	$ 669.00	Endotrace	$ 1.95	$ 585.00	Endot			
346	500	Pipe, Polyethylene, Water Pipe, w/ Factory-Installed Tracer Wire , 2" X 100' Only				$ 3.68	$ 1,840.00	Endotrace	$ 3.25	$ 1,625.00	Endot			
			Total C9	$ -			$ 6,104.00			$ 5,185.00			$ -	
		5% Local Preference		$ -			$ 5,798.80						$ -	
		TOTAL		$ 237,202.86			$ 670,441.44			$ 691,297.46			$ 206,243.00	
		5% Local Preference		$ 225,342.72			$ 636,919.37			$ 656,732.59			$ 195,930.85	

Category Summary	Core & Main LP		Ferguson Waterworks		APSCO Supply		Texarkana Winwater Works	
CATEGORY 1 BRASS:	$ 15,917.40		$ 16,108.32	* See Note	$ 21,592.39		$ -	
CATEGORY 2 FORD PRODUCTS:	$ -		$ 139,317.88		$ 153,329.51		$ -	
CATEGORY 3 SMITH BLAIR PRODUCTS:	$ -		$ 100,473.45		$ 107,461.06		$ -	
CATEGORY 4 FIRE HYDRANTS:	$ 89,320.38		$ 90,840.34		$ 85,259.95		$ 83,886.50	
CATEGORY 5 VALVES:	$ 120,104.94	* See Note	$ 122,637.48		$ 124,424.35		$ 122,356.50	
CATEGORY 6 FERNCO PIPE FITTINGS:	$ -		$ 37,170.92		$ 41,554.45		$ -	
CATEGORY 7 COPPER PIPE:	$ -		$ 32,589.75		$ 36,540.00		$ -	
CATEGORY 8 CAST IRON, DUCTILE IRON, ETC. PRODUCTS:	$ -		$ 21,566.71		$ 33,526.75		$ -	
CATEGORY 9 PVC:	$ -		$ 70,415.72		$ 82,424.00		$ -	
CATEGORY 10 POLYETHYLENE WATER PIPE, W/ FACTORY INSTALLED TRACING WIRE :	$ -	-	$ 5,798.80		$ 5,185.00		$ -	
			* See Note		* See Note			

Lowest apparent bidder for specific category utilizing 5 % Local Preference and evaluating no bid items

Category 1: When comparing the Totals, with the blank quotes deleted, Ferguson Waterworks was $16,591.72, Core and Main LP was $16,755.16, and APSCO Supply was $20,218.12.

* Ferguson Waterworks: All Categories were miscalculated - original Totals were: C-1 $16,957.98, C-2 $147,326.16, C-3 $105,760.90, C-4 $95,621.37, C-5 $129,092.15, C-6 $39,126.14, C-7 $34,299.66, C-8 $22,701.50, C-9 $74,119.75, C-10 $6,097.78
* APSCO: 8 Categories were miscalculated - original Totals were: C-1 $22,902.35, C-2 $148,789.10, C-3 $107,460.75, C-4 $85,259.95, C-5 $126,927.10, C-7 $39,711.00, C-8 $33,527.15, C-9 $82,224.00

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-12

Date: September 25, 2024

Subject: Request that the City Council consider authorizing the City Manager to award an annual contract to Core & Main LP for the purchase of Neptune water meters, register units, and accessories during Fiscal Year 2024-2025 as needed.

Item Reference: **City Council Agenda Items: M-1, 12-13-23**

In December 2023, the City Council authorized Tyler Water Utilities to execute all necessary documents and contracts to accomplish water meter replacement with Core & Main LP of Tyler, Texas. The meter change-out program will replace all existing meters with new Neptune brand meters. This change-out program began in August 2024 and is currently on going. The source for the meters is Core & Main LP.

Attached is a certificate stating that the authorized distributor for Neptune is Core & Main LP of Tyler, Texas.

FUNDING: Tyler Water Utilities Account numbers - 502 0743 743 2610, 502 0743 743 0828

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to award an annual contract to Core & Main LP for the purchase of Neptune water meters, register units, and accessories during Fiscal Year 2024-2025 as needed.

Attachments:
Texas_Sole_Source_Letter__Neptune_City_of_Tyler

Drafted/Recommended By:
Department Leader Sherry Pettit, Purchasing Manager

Edited/Submitted By:
City Manager

December 04, 2023

Neptune Sole Source Letter

City of Tyler
Ms. Sherry Pettit
Purchasing Manager
304 North Border
Tyler, TX 75702

RE: Sole Source Neptune Letter

Dear Ms. Pettit,

Neptune Technology Group, Inc has always valued the City of Tyler, Texas as a loyal customer. I want to clarify, Core & Main LP, formerly HD Supply Waterworks, is the sole, exclusive authorized Neptune Technology Group distributor for the State of Texas. As the sole source provider of all Neptune products, the City of Tyler can continue to depend on Core and Main for all of your metering needs. Please direct all Neptune product communication to Core & Main LP for local sales and support.

Regards,

Hunter Brown – S Texas Territory Manager
Email: hbrown@neptunetg.com
Cell: 334-415-2032

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-13

Date: September 25, 2024

Subject: Request that the City Council consider authorizing the City Manager to extend the annual price agreement to Unifirst Corporation for uniform / floor mat rental for one year beginning October 1, 2024.

Item Reference: **City Council Agenda Items**

For the following annual price agreement, the bid specifications allow for four one-year contract renewals. The vendor has expressed an interest in renewing their contract for an additional year, agreeing to the terms and conditions set forth in the original bid, thereby avoiding cost increases.

a. Bid No. 21-077: On August 24, 2021, an annual price agreement for Uniform / Floor Mat Rental, to be used by all City departments (Excluding Police & Fire Dept.) was awarded to Unifirst Corporation of White Oak, Texas. Unifirst has been satisfactorily fulfilling the terms of their contract.

The tabulation sheet and vendor renewal request letter are attached for review.

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to extend the annual price agreement to Unifirst Corporation for uniform / floor mat rental for one year beginning October 1, 2024.

Attachments:
D Tabulation Uniform-Floor Mat Rental 21-077
UniFirst Corporation

Drafted/Recommended By:
Department Leader Sherry Pettit, Purchasing Manager

Edited/Submitted By:
City Manager

CITY OF TYLER PURCHASING DEPARTMENT

CITY OF TYLER BID # 21-077

DATE OPENED & TABULATED
August 24, 2021

BID TITLE: Uniform / Floor Mat Rental

		VENDOR	FY 20-21 Awarded Vendor- Aramark Uniform Services of Tyler, Texas		Unifirst Holdings			Aramark Uniform Services of Tyler, Texas			Cintas		
ITEM	QTY	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	Annual	UNIT PRICE	TOTAL	Annual	UNIT PRICE	TOTAL	Annual
1	256	65/35 Shirt	$1.60	$409.60	$1.76	$450.56	$23,429.12	$1.43	$366.08	$19,036.16	$2.75	$704.00	$36,608.00
2	256	65/35 Pants	$1.60	$409.60	$1.76	$450.56	$23,429.12	$1.43	$366.08	$19,036.16	$2.31	$591.36	$30,750.72
3	1	Jean Pants	$1.95	$1.95	$2.42	$2.42	$2.42	$1.76	$1.76	$1.76	$4.29	$4.29	$4.29
4	1	2'x3' Mat	$0.90	$0.90			$0.00		$0.00	$0.00			$0.00
5	1	3'x5' Mat	$1.10	$1.10	$1.20	$1.20	$1.20	$1.50	$1.50	$1.50	$2.29	$2.29	$2.29
6	1	3'x4' Mat	$1.10	$1.10			$0.00	$1.00	$1.00	$1.00			$0.00
7	1	4'x6' Mat	$1.85	$1.85	$1.95	$1.95	$1.95	$1.85	$1.85	$1.85	$2.83	$2.83	$2.83
8	1	3'x10' Mat	$2.65	$2.65	$2.40	$2.40	$2.40	$2.50	$2.50	$2.50	$3.37	$3.37	$3.37
9	256	Jacket Charges	No Charge	No Charge	No Charge (2)	No Charge (2)	($18,938.88)	No Charge (2)	No Charge (2)	($15,360.00)	No Charge (2)	No Charge (2)	($15,872.00)
		Lockers	No Charge	No Charge	No Charge	No Charge		No Charge	No Charge		No Charge	No Charge	
		Uniform Shirt Cost (New, *)	$9.00		$13.86			$16.00			$15.00		
		Uniform Pants Cost (New, *)	$9.00		$19.47			$16.00			$18.00		
		Jean Pants Cost (New, *)	$12.00		$24.41			$20.00			$27.00		
		Jacket Cost (New, *)	$16.00		$36.99			$30.00			$31.00		
		Soiled Bins	No Charge	No Charge	No Charge	No Charge		No Charge	No Charge		No Charge	No Charge	
		% Up Charges for Oversized Uniforms	0%	0%	0%	0%		0%	0%		0%	0%	
		Invoicing Terms	Net 10 days	Net 10 days	Net 30	Net 30		Net 10 EOM	Net 10 EOM		Net 30	Net 30	
		TOTAL WK		$828.75		$909.09			$740.77			$1,308.14	
	1	Loss/Abuse	NA	NA	NA	NA		NA	NA		NA	NA	
		Total+Loss/Abuse		$828.75		909.09	27,927.33		$740.77	$22,720.93		1,308.14	$51,499.50
		5% Local Preference		$787.31					$703.73	$21,584.88			

* Note

Lowest apparent bidder

* Cintas: Exceptions:

DATE July 23rd 2024

RECIPIENT Sherry Pettit

City of Tyler
2300 WNW Loop 323
Tyler, TX 75702

RE: Bid 21-077 Uniform/Floor Mat Rental

Sherry,

Our current agreement for uniforms and floor mats expires on September 30th, 2024. The original "Request for Quote" allows for four one-year extensions, with all the pricing, terms and conditions remaining firm.

UniFirst Corporation would like to exercise the opportunity to continue servicing your uniforms and floor mat needs for the 2024-2025 fiscal year. All current pricing will remain constant for another one-year period beginning October 1st, 2024, through September 30th, 2025. This letter will serve as our intent to extend our Uniform/Floor Mat contract with approval of the City of Tyler City Council and UniFirst Corporation through September 30th, 2025.

Sincerely,

Alex Weber
Branch Manager

UniFirst

UNIFIRST CORPORATION
2815 SOUTH EASTMAN
PO BOX 7393
LONGVIEW, TX 75607
T 903.236.4025
F 903.236.7289

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-14

Date: September 25, 2024

Subject: Request that the City Council consider authorizing the City Manager to award the purchase of Conbraco/Apollo Double Check Detector Assemblies to MacArthur Gauge, Incorporated during the Fiscal Year 2024-2025.

Item Reference: **C-A-7, 9-28-16; C-A-7, 9-27-17; C-A-4, 9-26-18; C-A-4, 9-25-19; C-A-7, 9-9-20; C-A-8, 9-22-21; C-A-11, 9-14-22; C-A-15, 9-13-23**

Tyler Water Utilities has been installing Conbraco/Apollo Double Check Detector Assemblies in our water system since January 2004. The Double Check Detector Assembly is designed to prevent contamination of the potable water supply due to the back-siphonage or backpressure from substances that are non-health hazards from fire protection systems. The device consists of a mainline double check valve with a by-pass line. The by-pass consists of a water meter and an approved Apollo double check valve with Apollo ball valves as shut offs. The by-pass serves to measure water use of up to three gallons per minute. The source for the Conbraco/Apollo assemblies is MacArthur Gauge, Incorporated.

Attached is a certificate stating that the authorized distributor for Conbraco/Apollo Products is MacArthur Gauge of Hurst, Texas.

It is recommended that Fiscal Year 2024-2025 Conbraco/Apollo double check detector assembly purchases be sole sourced to MacArthur Gauge, Incorporated.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to award the purchase of Conbraco/Apollo Double Check Detector Assemblies to MacArthur Gauge, Incorporated during the Fiscal Year 2024-2025.

Attachments:
Apollo Distributor

Drafted/Recommended By:
Department Leader Sherry Pettit, Purchasing Manager

Edited/Submitted By:
City Manager

Conbraco Industries, Inc.
Post Office Box 247
Matthews, N.C. 28106
Telephone (704) 847-9191
Sales Fax (704) 841-6021

March 25, 2014

To Whom It May Concern:

This letter is to advise that Macarthur Gauge, Inc. is an authorized Conbraco/Apollo distributor. If you have any questions, please let me know.

Best Regards,

Suzie Sommer
Technical Support
Apollo Valves, Mfg. by Conbraco Industries, Inc.
Phone: (704) 841-6099
Fax: (704) 841-6020

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-15

Date: September 25, 2024

Subject: Request that the City Council consider adopting an updated Resolution approving the continued participation in the Texas State Department of Information Resources (DIR) Program and General Services Commission Local Government Purchasing Program. Also, request that the City Council consider authorizing the City Manager to renew several annual leases and to utilize various vendors as sole source for parts and service for technology equipment including computers, software, and telephones for FY 2024-2025.

Item Reference: **Participation in State Catalog Purchasing Program and annual leasing of technology equipment; Tyler City Code Sec. 2-6.**

As an initial part of the City of Tyler Blueprint process, a three-year cycle of leasing and replacement of computers was implemented. The most efficient way to implement this was to participate in a lease and purchase program from the State Catalog Purchasing Program. That program has since been changed and is now called the State Department of Information Resources (DIR) Program. State law, in Texas Local Government Code Chapter 271, Subchapter D State Cooperation in Local Purchasing Programs, authorizes the State to conduct a bid process and create a list of vendors and products available without further bidding if the City passes a Resolution and designates an official to act on the City's behalf. This enables the City to take advantage of vendors who have the most up-to-date equipment at the best price. Although the City Council has authorized participation in this program in the past, the previously adopted resolution contains outdated provisions. At this time, it is necessary to update and renew that authorization. The attached Resolution approves participation for FY 2019-2020 and future years. In addition to seeking the City Council's approval for continued participation in the lease purchase program, authorization is also requested to renew annual maintenance, equipment leases and upgrades of equipment and software. The expenditure list with estimated dollars is attached for your review. Tyler City Code Sect. 2-6.b. requires all expenditures over $50,000 be approved by City Council. Orders will be placed on an as-needed basis.

RECOMMENDATION:

Request that the City Council adopt an updated Resolution approving the City of Tyler's continued participation in the Texas State DIR Program and General Services Commission Local Government Purchasing Program and that the City Council also authorize the City Manager to renew several annual leases and to utilize various vendors as sole source for technology equipment including computers, software, and telephones for FY 2024-2025.

Attachments:
Council Comm FY 2024-25 Expenditures
Council Comm FY 2024-25 Resolution

Drafted/Recommended By:
Department Leader Benny Yazdanpanahi, Chief Information Officer

Edited/Submitted By:
City Manager

Vendor	Description	DIR	GSC	Sole Source	Annual Contract	Estimated Annual Expenditure
AT&T	Local Phone	DIR-TSO-4060				$80,000.00
AT&T MOBILITY	FirstNet Cell and Data	DIR-TSO-3420				$331,000.00
AVOLVE	TrakIT Support					$38,000.00
AZTECA	City Works Annual Software Renewal for Water and Waste Water	DIR-TSO-3734			Azteca is a partner for City Works Annual Software	$90,500.00
BIBLIOTHECA	Kiosk for Library					$11,000.00
COMPUTACENTER	Cisco, Meraki,	DIR-TSO-4167 DIR-TSO-4166		Headend hardware, WIFI		$187,000.00
DARKTRACE LIMITED	Enterprise Security System				48 Month Term	$67,584.00
DELL	Desktops, Laptops and Monitors – Cyber Security, Carbon Black	DIR-SDD-1951				$663,517.00
DELL FINANCIAL	New Backbone Equipment for Server Room	DIR-TSO-3763				$237,109.72
DOCUSIGN						$11,280.00
ESRI	GIS Annual Maint/Licenses	DIR-TSO-3446		Buying direct from the vendor to cost savings		$115,000.00
FARONICS TECH	Deep Freeze Cloud Software					$14,189.38
FLAIR DATA SYSTEMS	Professional Services, Cisco	DIR-TSO-4167		Provider of Prof services for Cisco Phone System and Hardware		$25,500.00
FLOCK SAFETY						$16,000.00
GRAMMARLY, INC						$25,000.00
GRANICUS	Peak Agenda & Website					$94,568.00
IBM CORP	Cisco SmartNet Annual Renewal Payments				Lease/Purchase Supplement signed 9/7/2018	$58,284.95
IMAGE TREND	Fire Software				C-A-1 dated April 28, 2021	$63,886.00

INNOVATIVE INTERFACES	Sierra Library Software				Vendor source for Sierra Library Software	$45,553.00
ITPIPES	Web User Subscription for CityWorks					$21,000.00
JOE GODDARD ENTERPRISES	Outdoor Warning Sirens; Federal Siren Annual Maintenance & Professional Services			Only vendor in area contracted with Federal Signal to install and work on Outdoor Warning Sirens		$87,710.00
KEY GOVERNMENT	Cisco Security				Contract 180011834	$87,532.00
KNOWBE4	Security Awareness Training					$41,081.00
LANGAN ENG AND ENVIRO SERVICES						
LEADS ONLINE	Real time Investigation System Serv Pkg					$22,246.00
LINKO	Software for Water Treatment Plant					$15,000.00
MAGNET FORENSICS	Annual license renewal for GrayKey Advanced				For Police Dept. Forensics	$30.820.00
MARK III SYSTEMS	Cisco, IBM, Dell, Hardware Professional Services for Cisco, Citrix, Cistera, Commvault, Control Up IBM, Lenovo, MS, Quick Start, Stratodesk, Turbonomics, VMWare & Zerto	DIR-TSO-3809 4167 3997		5 year Hardware/Software Contract		$402,286.00
MICROSOFT	Unified Enterprise Support			Annual renewal for Support	Cost Sharing Agreement with Smith County	$29,974.50
MOBILE WIRELESS	NetMotion 3 Yr Maintenance			NetMotion 3 Year Mobility Maintenance		$43,095.00
NEARMAP						$21,000.00
NEOGOV	HR Software					$30,500.00
NETSYNC	Stealthwatch					$9,980.00

NETWRIX						$10,000.00
NEWEDGE SERVICES	CityWorks Application			CityWorks Hosting		$38,000.00
OPTIMUM	Dark Fiber/Intranet Annual Billing				10 Year Contract Signed 11/09/16 CC: C-A-1 dated 11/9/16	$315,990.00
OPTIMUM – CABLE	Cable, DCTs and Internet				10 Year Contract Signed 11/09/16 CC: C-A-1 dated 11/9/16	$22,073.00
PRESCRIPTIVE DATA SOLUTIONS						$284,970.00
PROSPERITY BANK	Isilon			5 year PD Isilon Storage		$95,741.00
Q-MATON	Wonderware First Support and Insight Subs			Wonderware First Support and Insight Lite Plan Subscription		$21,378.00
RAMCO	Getac Tablets					$40,834.00
SCREENCLOUD						$10,800.00
SHI GOVERNMENT	Annual Support Nagios, MS Windows Remote Desktop, Win Srvr Data Center, and MS True Up, Azure, TippingPoint SonicWall, Sophos and Adobe	MS DIR-TSO-4108, DIR-TSO-4092, DIR-TSO-3781		Nagios Buyboard 409-12 SHI is used as open market provider of Sophos, TippingPoint and Adobe products at lower cost		$556,000.00
STOLTZ	MAX FSA-PSP EXTENDED SERVICE PLAN	BUY BOARD 604-20				$50,000.00
STORMWIND	TRAINING SOFTWARE					$14,850.00
SUPERION (CENTRAL SQUARE TEC[i]HNOLOGIES)	Annual Maintenance for Naviline Financial Software, OneSolution, OSSI, TrakiT, GOVNow, and Professional Services on Software			We work directly with vendor as a sole source.	TrakiT Contract 5301-1 signed 6/2/16 and GOVNow Contract 10124 signed 12/29/14	$637,977.00
TDC GROUP	Freeance Mobile, Mobile Pro/ AVL and Web Software and Maintenance Support for CityWorks					$16,508.00

TYLER TECHNOLOGIES	Annual Maintenance for Incode and Executime			Executime is our payroll time clock, computer login and IVR software-Incode is software for Municipal Court	Incode CC: R-1 dated 12/13/17 Contract # 2017-0153	$264,000.00
UT HEALTH EMS COMMUNICATIONS	Annual Tower, bldg. & radio Tower System Lease & Mgmt & Professional Services for Sirens			Radio Consortium		$217,419.00
VECTOR	Maintenance Fee and Premier Membership Platform					$29,100.00
VERIZON	Wireless Cellular Connection	DIR-TSO-3415		Increase to add funds for redundant cell service for patrol laptops		$79,000.00
VIA	Transit Software					$27,000.00
WONDERWARE	Annual Support Renewal – Premium Level			Water Treatment Plant Support Renewal		$21,653.00
XEROX	All City MFP Copiers	DRI-PMD-MSA-438			4 Year Contract CC: C-A-1 dated 11/8/17, New 4 Year contract with Water Business and Smith Co. Jail	$130,073.00
ZOHO	Hardware Inv & Help Desk Software					$40,809.00

RESOLUTION NO. R-2024-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, AUTHORIZING PARTICIPATION IN THE TEXAS STATE DEPARTMENT OF INFORMATION RESOURCES PROGRAM AND GENERAL SERVICES COMMISSION LOCAL GOVERNMENT PURCHASING PROGRAM FOR CONTRACT PURCHASES AUTHORIZING THE CITY MANAGER AS THE DESIGNATED REPRESENTATIVE OF THE CITY OF TYLER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Tyler, Texas, pursuant to the authority granted by Texas Local Government Code Sections 271.071 through 271.083, as amended, desires to continue its participation in the described purchasing programs of the General Services Commission as it has been since November 1992; and

WHEREAS, the City Council is of the opinion that participation in these programs will be highly beneficial to the taxpayers of Tyler, through the anticipated savings to be realized; and

WHEREAS, past participation has been beneficial;

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, Texas, requests that the General Services Commission allow the City of Tyler, Texas, to participate in its purchasing programs; and that Edward Broussard, the City Manager, or his designated representative, is authorized and directed to act for the City in all matters relating to the program including signing and delivering all necessary requests, and further that the;

a. City Council will direct all decisions of its representative;
b. City will purchase from the contracts made under this subchapter, except in emergencies;
c. City will be responsible for payment directly to the vendor under each contract; and
d. City will be responsible for the vendor's compliance with all conditions of delivery and quality of the purchased item.

PART 2. That this Resolution shall be effective immediately upon its adoption.

ADOPTED this 25th day of September, A.D., 2024

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

ATTEST:

_____
CASSANDRA BRAGER, CITY CLERK

APPROVED:

_____
DEBORAH PULLUM, CITY ATTORNEY

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-16

Date: September 25, 2024

Subject: Request that the City Council consider authorizing the City Manager to purchase one slope mower from Kinloch Equipment through Buyboard contract #706-23 for a total cost of $101,707.50 and one (1) A-60 autonomous mower for $71,829.30 for Parks Dept.

Item Reference:

The fleet replacement program budgets for departments to replace their vehicles on a regular schedule, particularly those with mileage and/or maintenance cost expectations. After meeting with the staff at Lindsey and Faulkner Park, it was determined that they needed a mower capable of mowing at least a 30-degree slope safely. Kinloch Equipment has the Buyboard contract #706-23 and had one unit for immediate delivery. Through the same contract, they will provide one A-60 autonomous mower as well. These units will have a 3-year full warranty, 3-year mile after mile program that includes all connectivity fee, maintenance, repairs and loaner when units are down. They will also be on a 3-year buyback program with guaranteed buyback minimum. R-60 slope mower $101,707.50 with buyback of $24,084.38 (minimum) net cost of ownership is $77,623.12. A-60 Autonomous mower $91,655.00 with buyback of $19,825.70 (minimum) net cost of ownership $71,829.30. These units allow staff to better utilize their time to perform more task at once and perform those duties safely.
Funding will come from the Vehicle Services replacement fund 640-0661-641-2604 FY2025.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to purchase one slope mower from Kinloch Equipment through Buyboard contract #706-23 for the initial purchase price of $101,707.50 and an Autonomous A-60 for $71,829.30.

Attachments:
Kinloch Buy Board quote A-60 and R-60

Drafted/Recommended By:
Department Leader Stan Stoffregen Fleet Manager

Edited/Submitted By:
City Manager

Kinloch
Equipment & Supply, Inc.

www.kinlochequip.com
Ph. 713-473-6213 Fax: 713-473-7858
By: Dane Clarke Cell: 727-729-0255
Email: dane.clarke@kinlochequip.com

AMR A-60
City of Tyler

3320 Pasadena Blvd, Pasadena, TX 77503

RC MOWERS

QUOTATION

AMR A-60 **8/22/2024**

60" Cut, Kawasaki FX730V, 23.5 HP, 726cc Engine, Hydro-Gear® ZT-3200 Transmission, 5.0 gal (18.8 L) Fuel Tank, Mows 1.5 to 2.2 acres per hour, Parking Brake is push-button enabled when rider present. Automatic in autonomous mode.

Autonomous Mowing Robot	PRICE	Qty	Extended
A-60	$54,950.00	1	$ 54,950.00
Tweel Kit, Rear Wheels	$1,695.00	1	$ 1,695.00
FREIGHT	$1,600.00	1	$1,600.00

*$200 monthly connection fee after first 12 months. **TOTAL** **$58,245.00**

Mile After Mile™ Program	
Capital Cost	**$ 56,550.00**
3 Year Warranty	**$ 1,795.00**
3 Year Mile After Mile™ Program to Include Monthly Connection Fee, All Maintenance, Repairs & No Charge Loaner	**$ 33,310.00**
Gross Sale Price F.O.B. Tyler, TX	**$ 91,655.00**
Optional Buyback at End of Three (3) Year Term	**$ (19,825.70)**
TOTAL NET COST OF OWNERSHP & OPERATION ASSUMING OPTIONAL BUYBACK	**$ 71,829.30**

PROPOSAL NOTES:

1. Prices quoted herein are firm until 10.31.24.
2. Prices quoted herein are from BuyBoard Contract # 706-23
3. Payment terms are net due upon delivery.

Kinloch
Equipment & Supply, Inc.

www.kinlochequip.com
Ph. 713-473-6213 Fax: 713-473-7858
By: Dane Clarke Cell: 727-729-0255
Email: dane.clarke@kinlochequip.com

3320 Pasadena Blvd, Pasadena, TX 77503

R-60
City of Tyler

RC-MOWERS

QUOTATION

R-60 **8/22/2024**

Tracked 60" Rotary Mower, 38.5hp Kawasaki EFI Engine, 50° Max Slope

REMOTE-OPERATED ROBOTIC MOWER	PRICE	Qty	Extended
R-60	$66,950.00	1	$66,950.00

OPTIONS

Light Kit Installed	$747.50	1	$747.50
4500 LB Winch Kit Installed	$1,115.00	1	$1,115.00

FREIGHT	$1,600.00	1	$1,600.00

SUBTOTAL	$70,412.50
8.25% SALES TAX	
TOTAL	**$70,412.50**

Mile After Mile™ Program	
Capital Cost	$ 70,412.50
3 Year Warranty	$ 1,795.00
3 Year Mile After Mile™ Program to Include All Maintenance, Repairs & No Charge Loaner	$ 29,500.00
Gross Sale Price F.O.B. Tyler, TX	$ 101,707.50
Optional Buyback at End of Three (3) Year Term	$ (24,084.38)
TOTAL NET COST OF OWNERSHP & OPERATION ASSUMING OPTIONAL BUYBACK	$ 77,623.12

PROPOSAL NOTES:

1. Prices quoted herein are firm until 10.31.24.
2. Prices quoted herein are from BuyBoard Contract # 706-23
3. Payment terms are net due upon delivery.

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-17

Date: September 25, 2024

Subject: Request that the City Council consider authorizing the City Manager to declare Tyler Water Utilities and Traffic Sign Shop scrap brass, copper, water meters, ductile iron, cast iron and miscellaneous metals as surplus and award Bid Number 24-032, to Tyler Iron & Metal Co. Inc. of Tyler, Texas for the fiscal year beginning October 1, 2024.

Item Reference: **City Council Agenda Items: C-A-1, 12-12-18; C-A-5, 9-25-19; C-A-3, 9-9-20; C-A-4, 9-22-21; C-A-13, 9-14-22; C-A-16, 9-13-23**

Through the course of operating the water system, Tyler Water Utilities and the Traffic Sign Shop acquires scrap metal material. This material consists of old brass, copper, water meters, ductile iron, cast iron and miscellaneous metals. Annually, Tyler Water Utilities has an estimated amount of 32,358 pounds of scrap material. The bid for scrap is based on the price per pound. The quantities are estimated, and actual pounds may vary. This material has no reuse value to the water system.

On August 27, 2024, Purchasing opened sealed bids for the disposal of the above mentioned scrap metals, which are stored at various locations; the Traffic Sign Shop, Tyler Water Utilities Service Center, Westside Plant and Southside Plant. Requests were sent directly to eight vendors. One bid was received.

The bid specifications allow for four one-year contract renewals, agreeing to the terms and conditions set forth in the original bid. The successful bidder is responsible for loading, hauling, and otherwise removal of sold items from each premises. The vendor is also responsible for separating, weighing materials, and supplying certified weight tickets. The bidder shall remove all items at the request of Purchasing throughout the fiscal year as needed and payment shall be rendered at that time.

The revenue will be recognized as miscellaneous income in account number 502-0000-361-5701.

RECOMMENDATION:

It is recommended that the City Council authorize the City manager to declare Tyler Water Utilities and Traffic Sign Shop scrap brass, copper, water meters, ductile iron, cast iron and miscellaneous metals as surplus and extend Bid Number 24-032, to Tyler Iron & Metals Co. Inc.

Attachments:
D Tabulation Scrap Metals

Drafted/Recommended By:
Department Leader Sherry Pettit, Purchasing Manager

Edited/Submitted By:
City Manager

CITY OF TYLER PURCHASING

CITY OF TYLER BID # 24-032

DATE OPENED & TABULATED
August 27, 2024

BID TITLE: **Sale of Tyler Water Utilities scrap brass, copper, water meters, ductile iron, cast iron and miscellaneous metals**

			Tyler Iron & Metal Co. Inc.					
		BRAND	NA					
ITEM	EST. QTY	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	804	#1 Copper	$ 3.67	$ 2,950.68		$ -		
2	603	#2 Copper	$ 3.50	$ 2,110.50		$ -		
3	163	Red Brass	$ 2.60	$ 423.80		$ -		
4	298	Semi Red (Clean Water Meters)	$ 2.50	$ 745.00		$ -		
5	213	Whole Water Meters	$ 1.25	$ 266.25		$ -		
6	144	Yellow Brass	$ 2.25	$ 324.00		$ -		
7	1,870	Brass and Copper Breakage (Brass w/ iron)	$ 0.80	$ 1,496.00		$ -		
8	2,047	Cast Iron	$ 0.08	$ 168.88		$ -		
9	38	Aluminum Copper Radiator Clean	$ 1.85	$ 70.30		$ -		
10	41	Aluminum Copper Radiator Dirty	$ 1.70	$ 69.70		$ -		
11	23	Aluminum Breakage	$ 0.19	$ 4.37		$ -		
12	335	Insulated Copper	$ 1.00	$ 335.00		$ -		
13	415	Electric Motors	$ 0.22	$ 91.30		$ -		
14	50	Stainless Steel	$ 0.40	$ 20.00		$ -		
15	25,344	Ductile Iron & Miscellaneous Metals	$ 0.06	$ 1,393.92		$ -		
		TOTAL		$ 10,469.70		$ -		$ -

* See Note

Lowest apparent bidder
* CPLP - Prices will change with Current Price List

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-18

Date: September 25, 2024

Subject: Request that the City Council authorize the City Manger to award Triple J as successful bidders for bid 24-037 to provide emergency external fueling for the City of Tyler fleet (non-credit card) during the fuel storage tank replacement project at the City of Tyler Oakwood Complex.

Item Reference:

In October 2019, the Vehicle Services Department (VES) learned the underground storage tanks at the City of Tyler Oakwood Complex would need to be replaced due to age. Sealed bids for this project were returned on April 14, 2020. As a result of this project the Oakwood fueling complex will be shut down and will be unable to fuel the City of Tyler Fleet.

The City of Tyler Oakwood Complex uses approximately 295,000 gallons of diesel and approximately 225,000 gallons of unleaded gasoline yearly to provide fuel for the City of Tyler Fleet. Therefore, it was necessary for VES to have a sealed bid to ensure compliance with the City's purchasing policy.

VES sent the sealed bid package 24-037 to 21 different vendors that sell fuel throughout the City of Tyler. One vendor responded to the sealed bid. The City of Tyler does have several employees with Fuelman Cards, however not all employees that drive have a card. Vehicle Services request City Council to approve the City Manager to award the external emergency fuel bid to Triple J. Triple J will give the City of Tyler 2% discount on unleaded and 3% discount on diesel. This will allow for several locations to be utilized and enable the City of Tyler fleet to fuel at the approved facility closest to them. The sites include
Store #1 at 12010 US HWY 271, Store #2 at 124 SSE LOOP 323, Store #3 at 12445 HWY 64E, Store #4 1051 HWY 110 in Whitehouse and store#5 13341 Interstate 20 in Lindale.

RECOMMENDATION:

It is recommended that the City Council authorize the City Manger to award Triple J as successful bidders for bid 24-037 to provide emergency external fueling for the City of Tyler fleet (non-credit card) during the fuel storage tank replacement project at the City of Tyler Oakwood Complex.

Attachments:
Emergency fuel bid 24-037

Drafted/Recommended By:
Department Leader Stan Stoffregen Fleet Manager

Edited/Submitted By:
City Manager

Purchasing Department
Bid "As Read Results"

City of Tyler Bid No. / Description: 24-037 Emergency External Fuel Purchase Non Credit Card – VES/ D. Schreck

Date Opened: Sept. 10, 2024

	Vendor	Vendor	Vendor	Vendor	Vendor
	Triple J's				
~~Unleaded~~ Shell ~~Unit Cost~~	Pump/minus price/discount 2% discount				
Diesel Unbrd ~~Total~~	3% discount				
Bid Bond					
Addenda					
Base Bid					
Alternate 1					
Alternate 2					
Alternate 3					
Base Bid + Alternates					

Sent 15 vendors

Purchasing Personnel in attendance:

Sherry Pettit, Purchasing Manager

Signature: Sherry Pettit

Gary Durham or Gina Elzea, Purchasing Agent

Signature:

Form #	Work Instruction # Form #	Originating Date	Revision Date	Revision #
PURF003	PURWI001	6/1/2012		

PRICE, DATA, AND SPECIFICATION SHEET

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

Telephone: (903) 531-1232

DATE: 08/13/2024

BID # / PROPOSAL #:24-037

CLOSING TIME: 2:00 pm
CLOSING DATE: 09/10/2024

PROPOSERS MUST COMPLETE THIS SECTION

ITEM NO.	QUANTITY	DESCRIPTION	BRAND	UNIT PRICE	TOTAL NET PRICE
1		**Provide the City of Tyler with unleaded fuel, diesel fuel (non credit card). See specifications for details.**		Pump Price Minus discount	
		Price per gallon unleaded	Shell	2%	discount
		Price per gallon diesel	Unbrd	3%	discount

11/14/14 **Form 3-39**

LINE ITEM: 1 **Furnish emergency Unleaded fuel, Diesel fuel for the City of Tyler fleet non credit card**

SPECIFICATIONS:

Pricing submitted will be ** percent (%) discounted from price at pump.
Multiple Vendors will be approved based on location within the City limits.
Vendor must be licensed to sell fuel in the State of Texas.
Vendor must ensure operator signs their name, prints their name clearly, adds the unit number and mileage to any purchase made by an employee of the City of Tyler.
Tickets must be signed, printed signature, have unit number and mileage.
Vendor will provide the operator with a copy of the ticket.
Vendor will provide a copy of the ticket with a monthly invoice of usage. Monthly invoicing should include one ticket per transaction.
Vendor must have adequate space to service large diesel trucks.

REQUEST FOR QUOTATION

THIS IS NOT AN ORDER

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

Telephone: (903) 531-1232

08/23/2024
DATE MAILED

Quote No: 24-037
(Number must appear on ALL correspondence)

Closing Time: 2:00pm

Closing Date:9/10/2024

Addressed To:

Please quote as per instructions indicated below for the articles described. Quotes must be submitted on City of Tyler forms to be considered. All items or services called for must be in strict accordance with all of the requirements and specifications attached hereto or furnished upon request.

INSTRUCTIONS:
1. Keep duplicate copy of proposal for your files.
2. Federal Excise Taxes are exempted, also Federal Transportation Tax, State Tax, and City Sales Tax.
3. Return this form at once if unable to quote.
4. Specify Trade name or brand in space.

Gary Durham
Purchasing Agent

Sealed quotes to furnish the following will be received in the Purchasing Office @ 304 North Border, Tyler, Texas 75702, Attn: Sherry Pettit until 2:00 pm on 9/10/2024 and opened by City Staff in the City Council Chambers @ 212 North Bonner, City Hall, 2nd Floor @ 2:00 pm on 9/10/2024.

Provide the City of Tyler with emergency external unleaded fuel, diesel fuel (non-credit card) during the Oakwood fuel storage tank replacement project. See specifications for details.

QUOTE IDENTIFICATION:
Quote number, closing time, date, and item requested must appear on outside of envelope in lower left hand corner.

DATA SHEETS:
All bidders must complete each specification data sheet in spaces provided on each item that is bid as well as all information requested on the price data sheet. Said price, data and specifications sheet is hereby made a part of this quotation.

DELIVERY:
Delivery must be stated in your quote on the data sheet as the number of calendar days from date of order.

The City of Tyler reserves the right to reject any and/or all bids and to waive any and/or all formalities and to award purchase total amount, partial amount or individual item basis.

In submitting the above, the vendor agrees that acceptance by the City of Tyler within a reasonable period constitutes a binding agreement.

In submitting the above request and attached bid to the City of Tyler, I hereby certify that we have not participated in nor been a party to any collusion, price fixing or any other agreements with any company, firm, or person concerning the pricing of the enclosed quotation.

Monthly
INVOICING TERMS

Triple J's
COMPANY NAME

9/6/2024
DATE

Lindsey Osborn
AUTHORIZED REPRESENTATIVE (print)

Lindsey Osborn
SIGNATURE

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-19

Date: September 25, 2024

Subject: Request that the City Council consider reviewing and accepting the City of Tyler's workers' compensation, property and casualty claim and lawsuit report for 2021-2022, 2022-2023, and 2023-2024 through June 30, 2024, and ratify all claim payments and settlements within the City's retention during that time frame in the amount of $1,623,754. This includes 14 claim payments of $25,000 or more and 11 litigated claims.

Item Reference:

Workers Compensation Claims -
The City of Tyler has a Third-Party Administration contract with Claims Administrative Services (CAS) to administer its self-insured workers' compensation program. During FY 2021-2022, 2022-2023, and 2023-2024 through June 30, 2024, 290 workers' compensation claims were reported, with $1,022,616 paid on those claims.

Property and Casualty Claims -
The City of Tyler has a Third-Party Administration contract with Innovative Risk Management (IRM) to administer its self-insured retention (deductible) liability insurance program. During FY 2021-2022, 2022-2023, and 2023-2024 through June 30, 2024, 134 property and casualty claims were reported, and $601,138 was paid on those claims.

Property and Casualty and Workers' Compensation Claims Greater than $25,000 Paid -
During FY 2021-2022, 2022-2023, and 2023-2024 through June 30, 2024, 6 property and casualty claims had greater than $25,000 paid, and 8 workers' compensation claims had greater than $25,000 paid.

Property and Casualty and Workers' Compensation Number of Litigated Claims -
During FY 2021-2022, 2022-2023, and 2023-2024 through June 30, 2024, 11 property and casualty claims involved litigation, while 0 workers' compensation claims involved litigation.

Any detailed or specific discussion regarding any claim would need to occur in executive session.

RECOMMENDATION:

Request that the City Council consider reviewing and accepting the City of Tyler's workers' compensation, property and casualty claim and lawsuit report for 2021-2022, 2022-2023, and

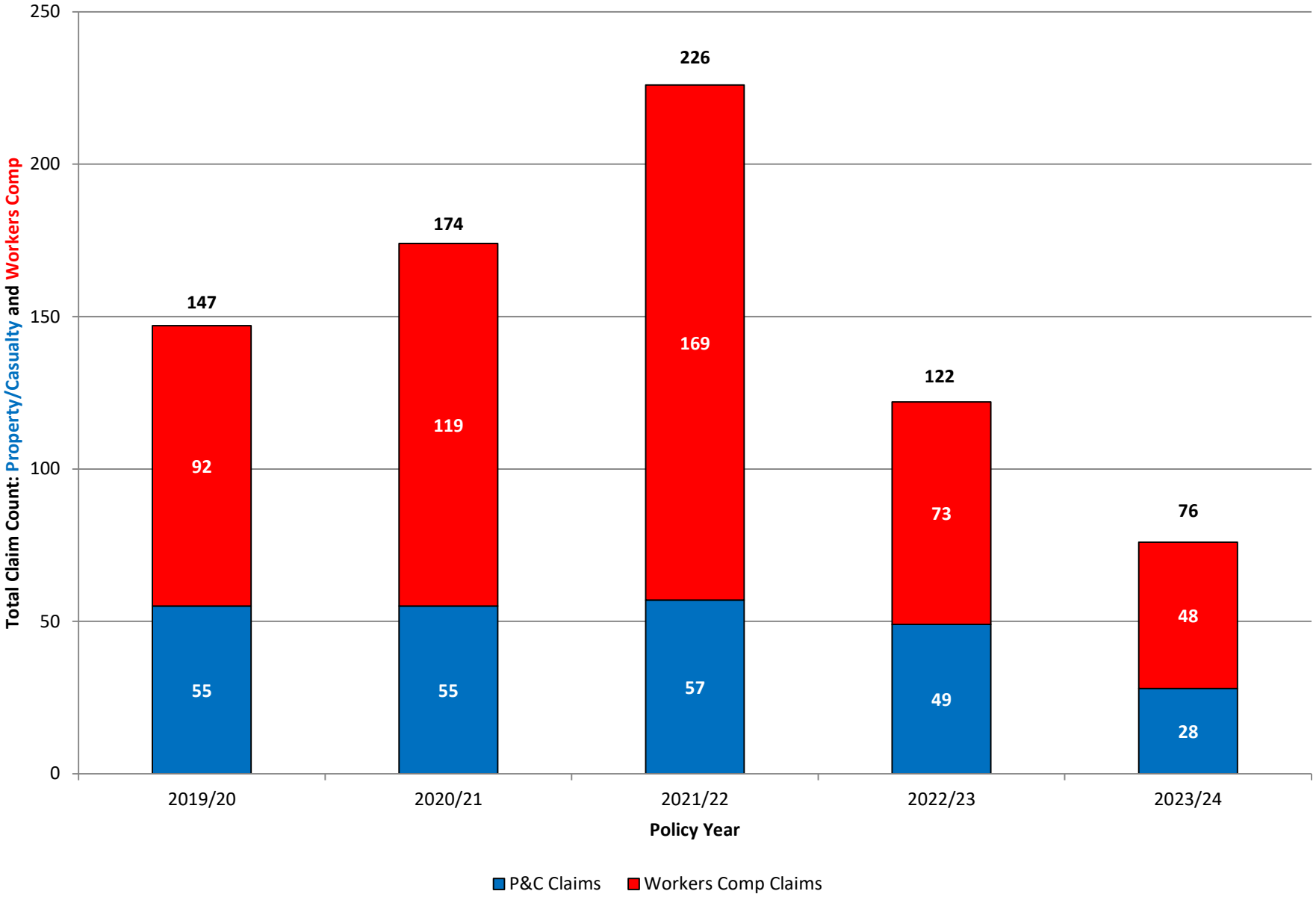
2023-2024 through June 30, 2024, and ratify all claim payments and settlements within the City's retention during that time frame in the amount of $1,623,754. This includes 14 claim payments of $25,000 or more and 11 litigated claims.

Attachments:
City of Tyler COR report - losses as of 6-30-24

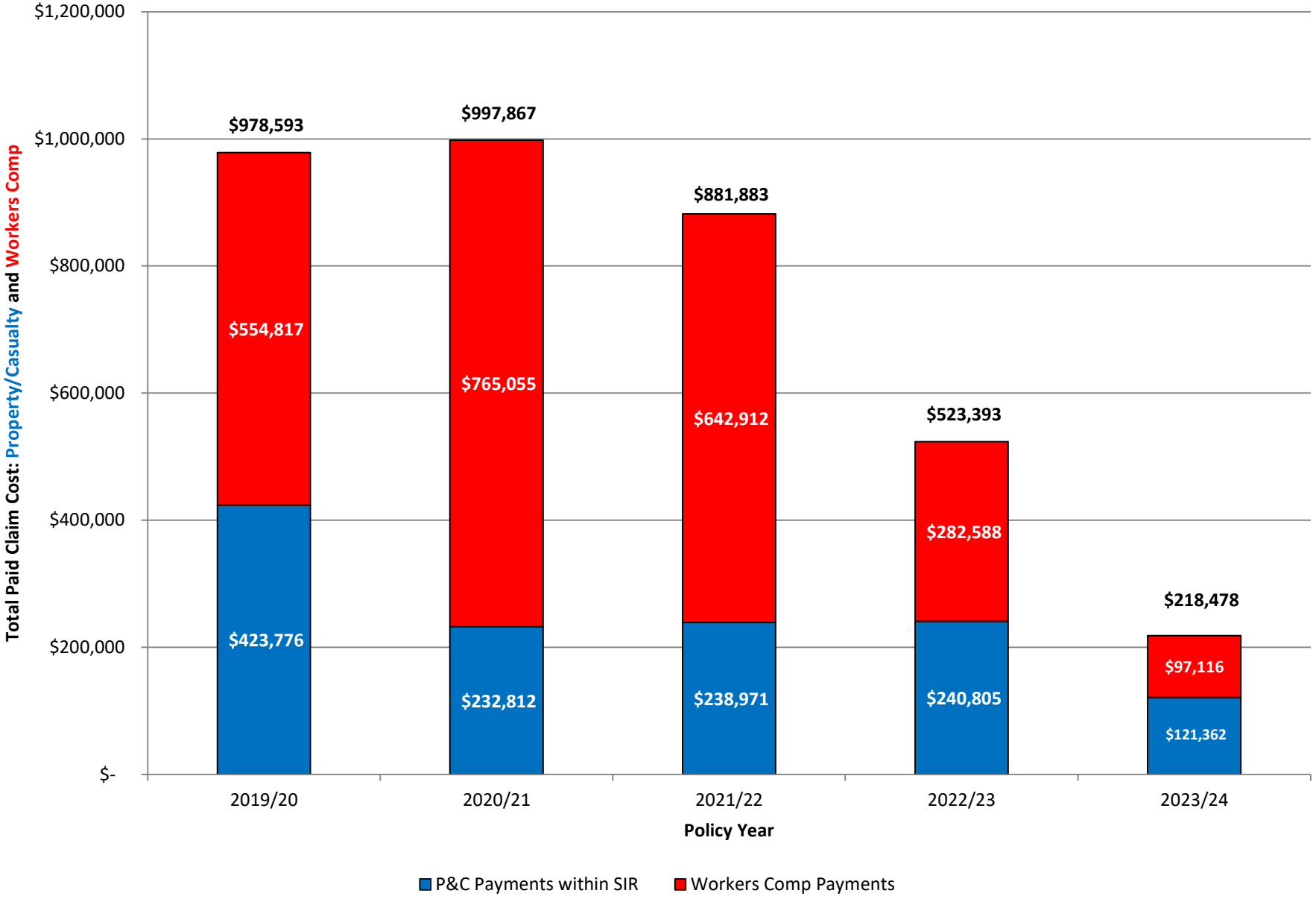
Drafted/Recommended By:
Department Leader Sara McCracken, Risk Manager

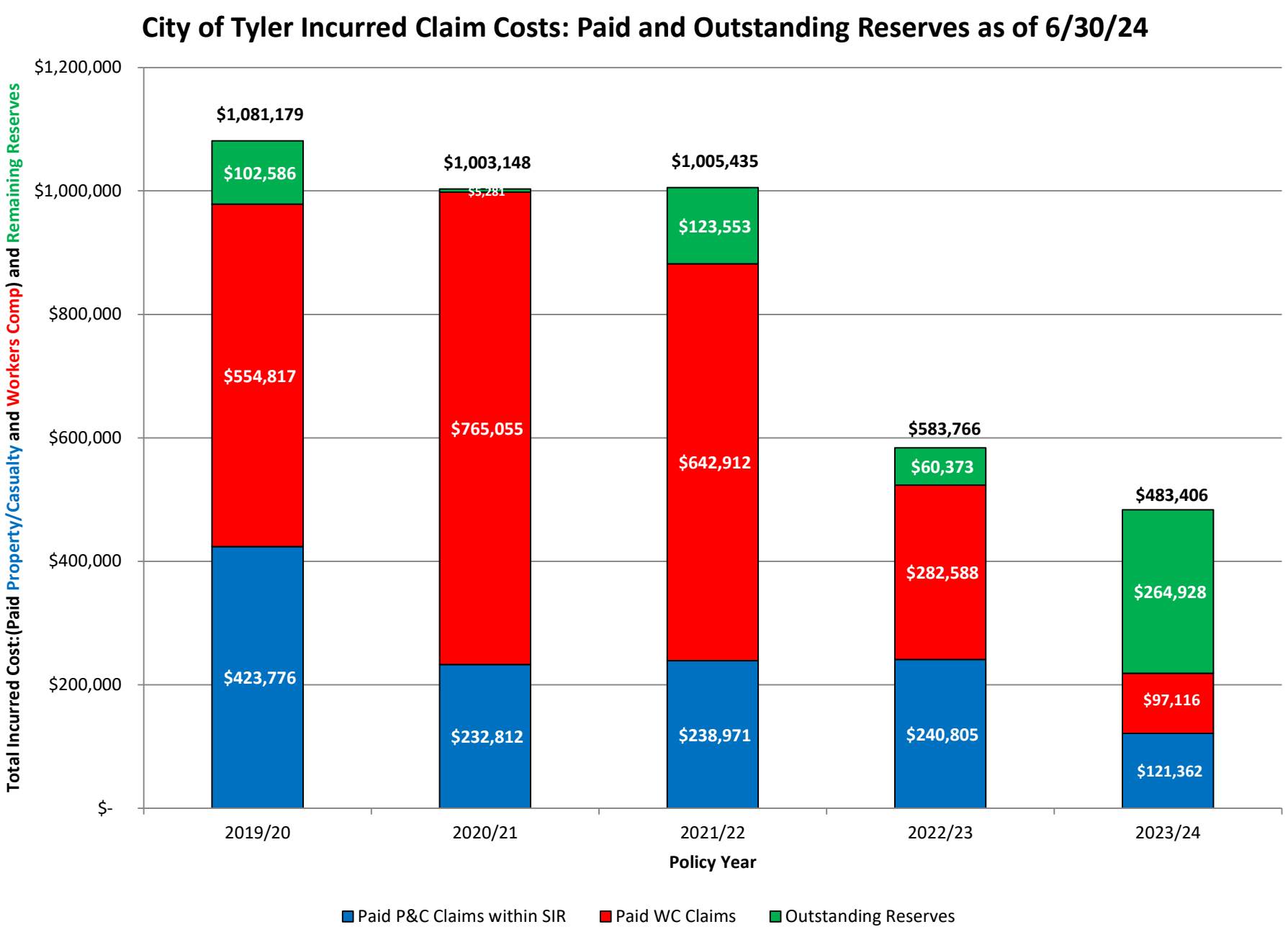
Edited/Submitted By:
City Manager

City of Tyler: Claim Count by Type of Claim as of 6/30/24

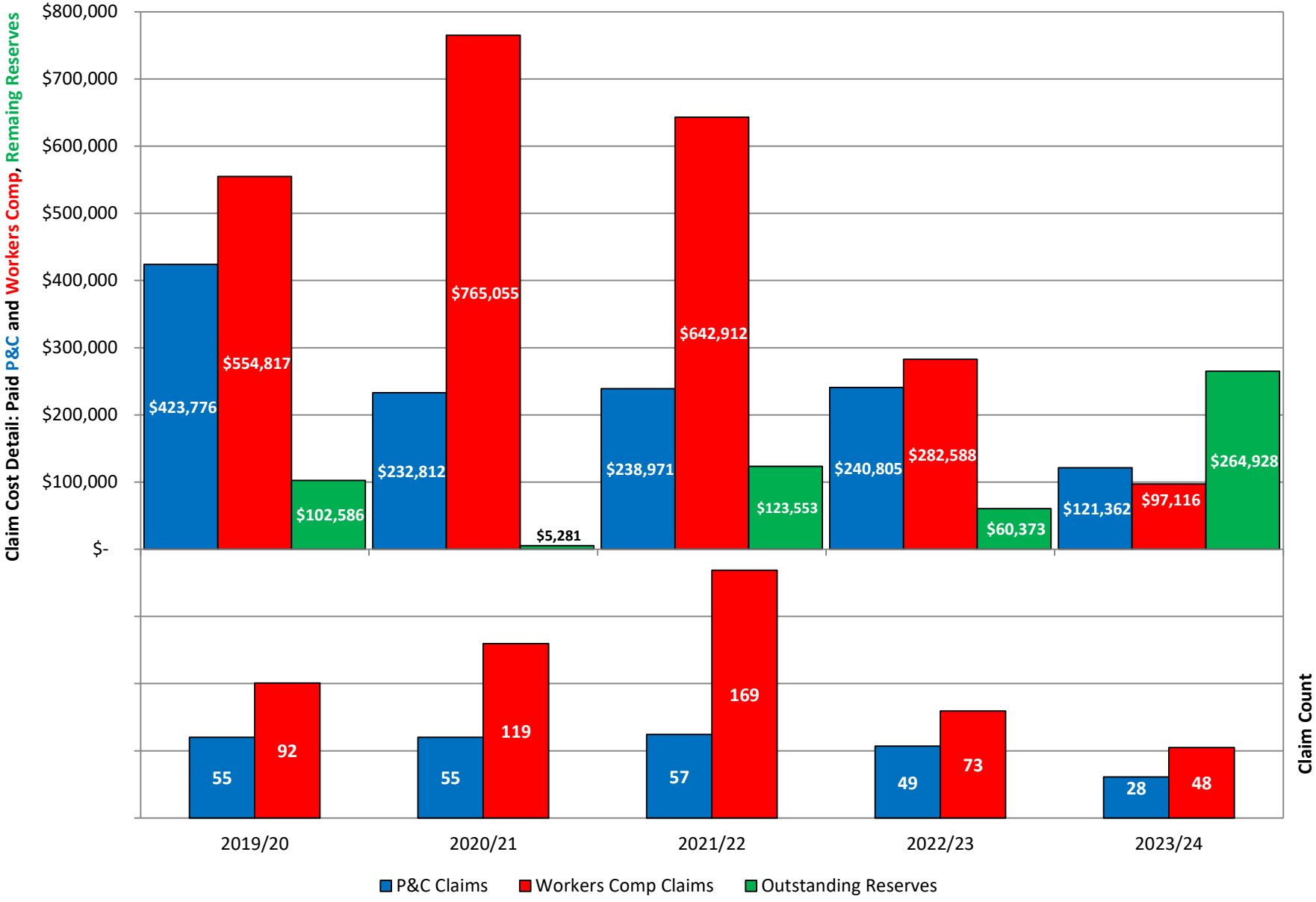


City of Tyler: Paid Claim Cost by Type of Claim as of 6/30/24

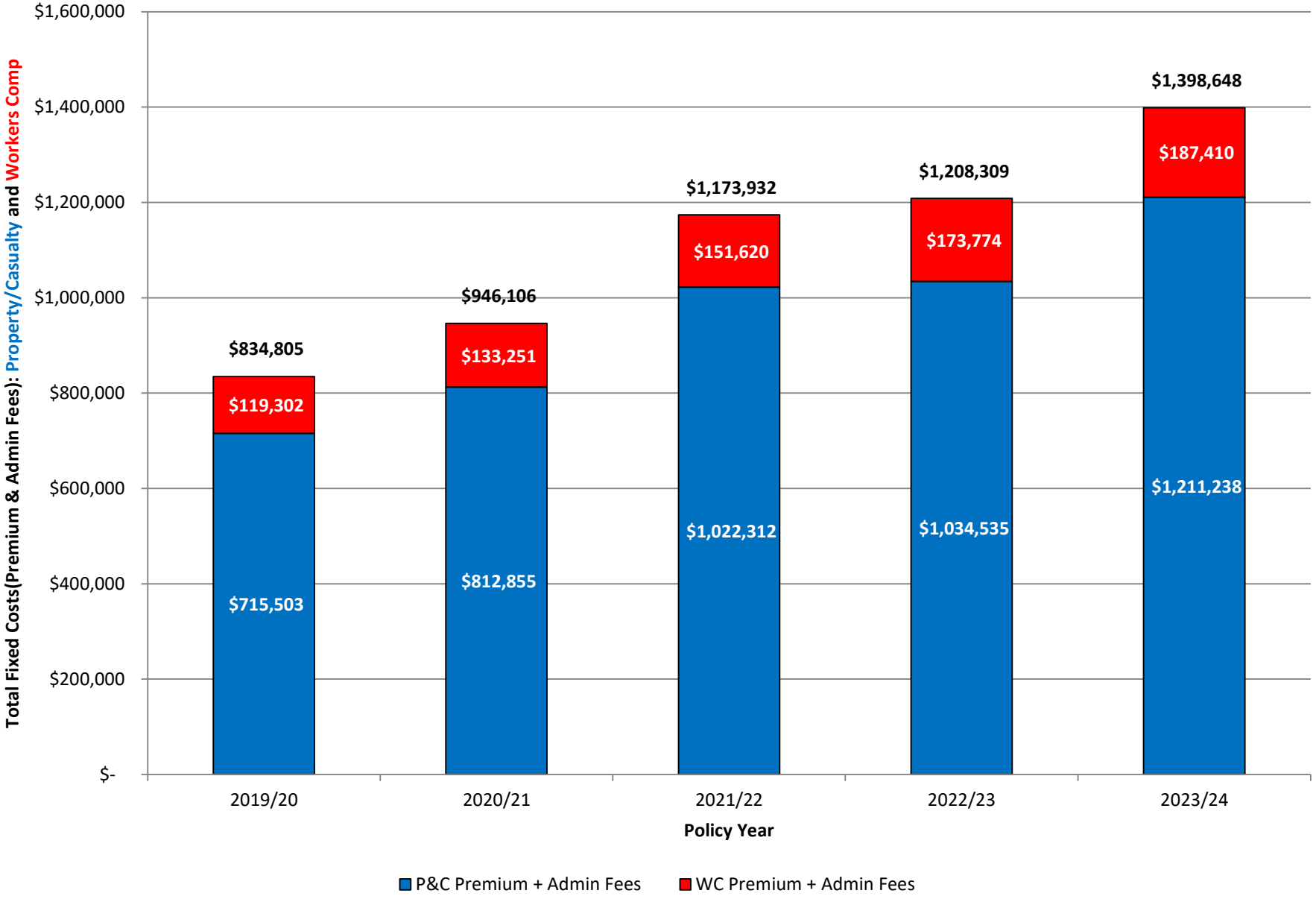



City of Tyler Incurred Claim Costs: Paid and Outstanding Reserves as of 6/30/24
Total Incurred Cost:(Paid Property/Casualty and Workers Comp) and Remaining Reserves
$1,200,000
$1,000,000
$800,000
$600,000
$400,000
$200,000
$-
$1,081,179
$102,586
$554,817
$423,776
$1,003,148
$5,281
$765,055
$232,812
$1,005,435
$123,553
$642,912
$238,971
$583,766
$60,373
$282,588
$240,805
$483,406
$264,928
$97,116
$121,362
2019/20
2020/21
2021/22
2022/23
2023/24
Policy Year
Paid P&C Claims within SIR
Paid WC Claims
Outstanding Reserves

City of Tyler: Claim Cost and Count Detail as of 6/30/24

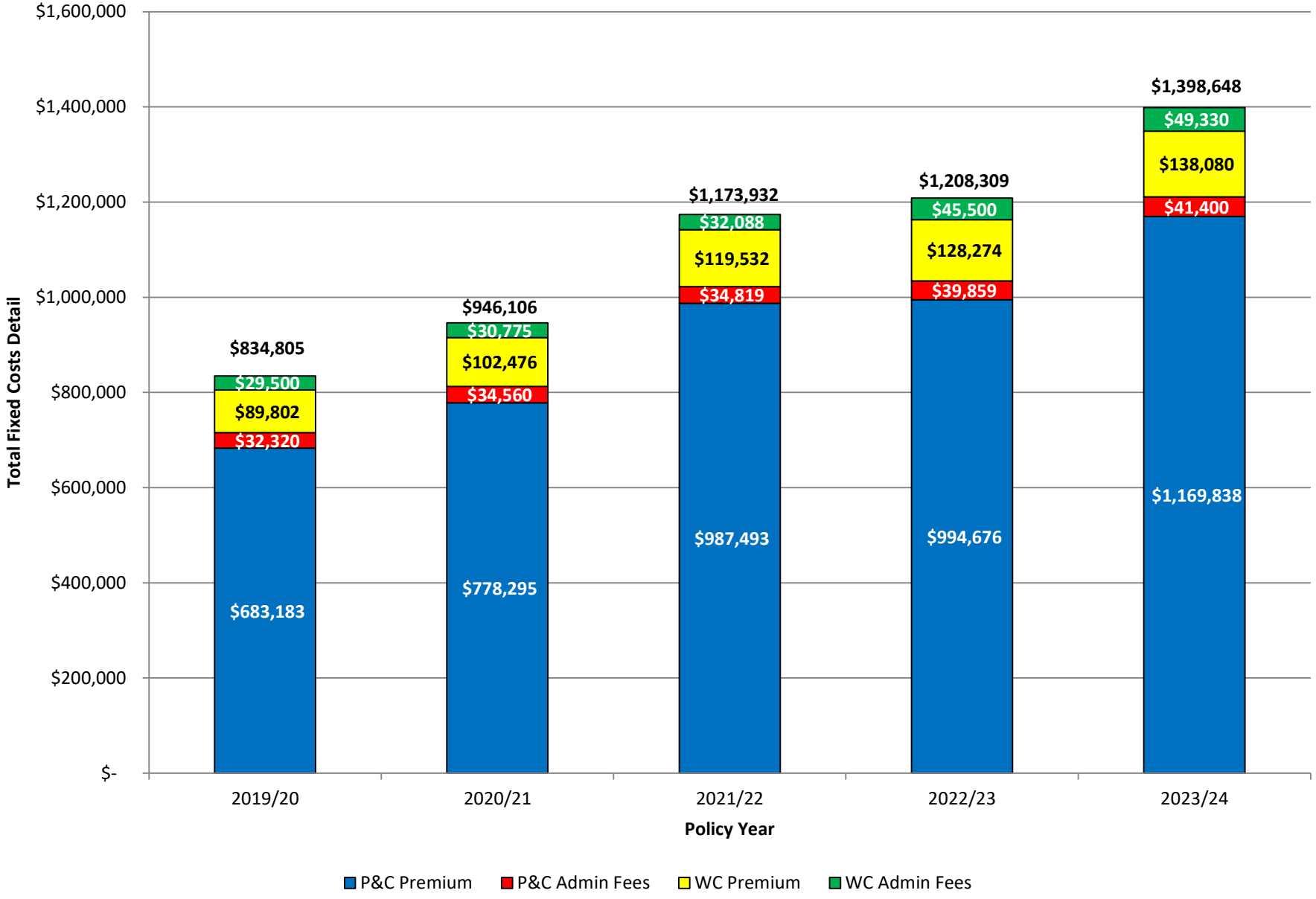


City of Tyler Total Fixed Costs: Premium and Administrative Fees



Notes:
****2021-22 includes 3 yr pollution policy ($39,746.85)***

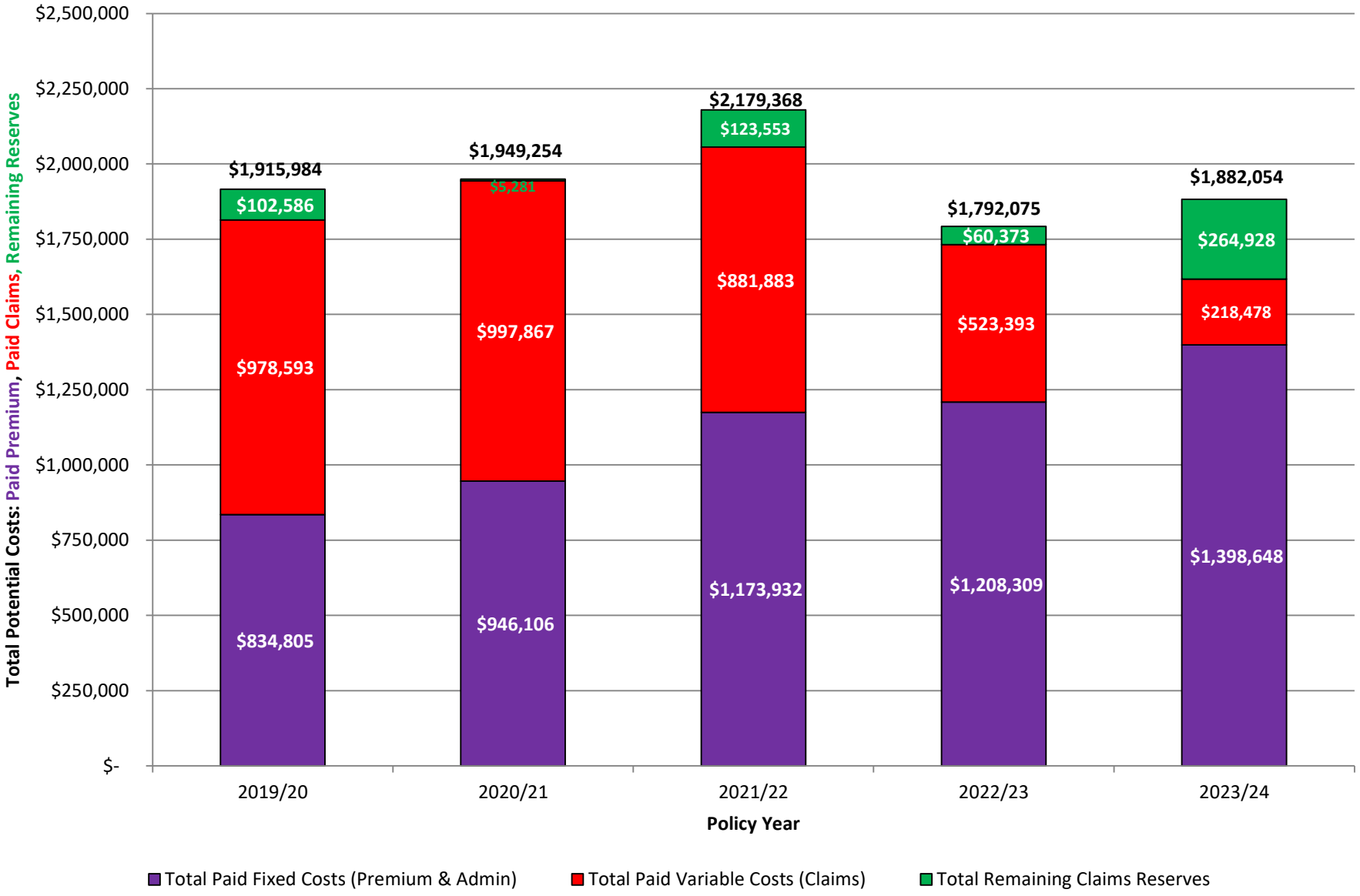
City of Tyler Total Paid Fixed Costs Detail



Notes:
****2021-22 includes 3 yr pollution policy ($39,746.85)***

City of Tyler Total Potential Cost:

Paid Claims, Premium, Admin Costs and Remaining Reserves as of 6/30/24



Notes:

****2021-22 includes 3 yr pollution policy ($39,746.85)***

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-20

Date: September 25, 2024

Subject: Request that the City Council ratify a Skybridge Reciprocal Easement and Maintenance Agreement Approval between the City of Tyler and The University of Texas System and Tyler Regional Hospital, LLC for an aerial walkway across Hospital Drive.

Item Reference:

The University of Texas Health Science Center at Tyler (UTHSCT) is constructing a 5-story Medical Education Building, parking garage and Central Utility Plant on their campus on the north side of Lake Street. As part of this construction, the UTHSCT desires to construct an aerial walkway (skybridge) across Hospital Drive to connect the Medical Education Building with the existing skybridge that crosses Beckham Rd. The skybridge will completely extend over the Hospital Drive right-of-way with no at grade or below grade structures in the right-of-way. A Skybridge Reciprocal Easement and Maintenance Agreement was negotiated between the City, The University of Texas System and Tyler Regional Hospital, LLC. All construction and maintenance of the skybridge are the responsibility of The University of Texas System and Tyler Regional Hospital, LLC.

In 2009, the City of Tyler approved a similar agreement for the sky bridge from the existing parking garage to the hospital.

RECOMMENDATION:

Request the City Council ratify a Skybridge Reciprocal Easement and Maintenance Agreement Approval for an aerial walkway across Hospital Drive between the City of Tyler and The University of Texas System and Tyler Regional Hospital, LLC

Attachments:
Skybridge Reciprocal Easement and Maintenance Agreement

Drafted/Recommended By:
Department Leader Darin Jennings, PE - City Engineer

Edited/Submitted By:
City Manager

SKYBRIDGE RECIPROCAL EASEMENT AND MAINTENANCE AGREEMENT

This Skybridge Reciprocal Easement and Maintenance Agreement (this "Agreement"), dated as of August 13, 2024, is made by and between The University of Texas Health Science Center at Tyler, an educational agency of the State of Texas and a health-related institution of The University of Texas System ("UTHSCT"), on its own behalf and on behalf of The Board of Regents of The University of Texas System ("UT SYSTEM"); Tyler Regional Hospital, LLC, a Delaware limited liability company ("TRH"); and the City of Tyler, Smith County, Texas ("CITY"; together with UTHSCT and TRH, the "Parties," or singularly a "Party").

1. Recitals. In consideration of the following premises, of the mutual representations and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby undertake this Agreement:

1.1. It is the intent of CITY to promote public health, safety, and welfare.

1.2. CITY, on December 18, 2009, approved a "Multiple Use Agreement with the East Texas Medical Center Regional HealthCare System For the Construction of a Pedestrian Overpass Across Hospital Drive in the City of Tyler, Texas."

1.3. In 2018, UT SYSTEM, TRH, and certain TRH affiliates completed the purchase of the East Texas Medical Center Regional Healthcare System.

1.4. UTHSCT has established a school of medicine and is building a facility for the school on property, including that described in Exhibit A (the "UTHSCT Parcel"). Exhibit A is attached hereto and incorporated herein.

1.5. UTHSCT has requested an aerial easement to place a pedestrian and wheelchair accessway across Hospital Drive and CITY right-of-way for use by UTHSCT, TRH, and their Permittees (as defined in Section 2).

1.6. CITY is a home-rule municipality acting under its Charter adopted by the electorate pursuant to Article 11, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code.

1.7. Texas Local Government Code Section 311.001(a) provides that a home-rule municipality has exclusive control over and under its public highways, streets, and alleys.

1.8. Per Texas Local Government Code Section 311.001(b)(1), a municipality may control, regulate, or remove an encroachment or obstruction on a public street or alley of the municipality.

1.9. Tyler City Charter Section 1 provides that CITY may acquire, sell, lease, manage, and control property.

1.10. Tyler City Charter Section 1 states that CITY may acquire, conduct, own, lease, operate, and regulate public utilities.

1.11. CITY is a home-rule city and must approve and give consent to use CITY rights-of-way pursuant to Section 181.023, Texas Utilities Code; Section 282.003, Texas Local Government

Code; Section 311.071, Transportation Code; Section 15-260, et. seq.; and Tyler City Code of Ordinances.

1.12. CITY has a right to recover its administrative costs, and reasonable compensation for the conveyance of an aerial right-of-way use easement that is permanent in nature in the amount of $350.00 pursuant to Section 17-1.e.1. of the Tyler City Code of Ordinances.

1.13. UTHSCT desires to assume all financial responsibility concerning the construction, maintenance, and operation of the Skybridge and desires to completely indemnify CITY from any liability concerning this Agreement to the extent authorized by the laws and constitution of the State of Texas.

1.14. It is important for CITY, TRH, and UTHSCT to continue cooperative efforts to serve a public purpose.

1.15. UTHSCT and AHS East Texas Health System, LLC ("AHS"; the direct or indirect owner of TRH), are parties to that certain Amended and Restated Limited Liability Company Agreement of East Texas Health System, LLC, dated as of February 26, 2018 (the "LLC Agreement"; the company formed by the LLC Agreement being referred to herein by its assumed name, "UT Health East Texas").

1.16. TRH owns the property described in Exhibit A directly across Hospital Drive from the UTHSCT Parcel (the "TRH Parcel").

1.17. The City owns Hospital Drive, a public right of way, as described in Exhibit A (the "Aerial Easement Area").

1.18. UTHSCT intends to construct an overhead walkway (the "Skybridge") between the UTHSCT Parcel and the TRH Parcel over Hospital Drive in the area and space described in Exhibit A (the "Easement Area," which includes the Aerial Easement Area).

1.19. The Parties intend that the primary purpose of the Skybridge is to facilitate the safe, convenient, efficient, free, and uninterrupted ingress and egress from and access across the Easement Area by UTHSCT, TRH, and their Permittees between UTHSCT's school of medicine and TRH's hospital facility, for the mutual benefit of UTHSCT and TRH and in support of UT Health East Texas (the "Easement Purpose").

1.20. The Texas State Fire Marshall's Office is the "Authority Having Jurisdiction" under Sections 417.0082 and 417.007 of the Texas Government Code over all state property, including the Skybridge, for purposes of inspection, certification, and enforcement of National Fire Protection Association ("NFPA") and other applicable standards.

2. Easements.

2.1. Between UTHSCT and TRH. UTHSCT and TRH hereby reciprocally grant and convey to each other, for the benefit of one another (as well as their successors and assigns), an easement to construct, use, maintain, repair, and deconstruct the Skybridge located within the Easement Area, for the Easement Purpose, including the use as a pedestrian and wheelchair accessway between the UTHSCT Parcel and the TRH Parcel, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the easement,

rights, and appurtenances to the Parties' successors, and assigns forever. The easement, rights, and appurtenances hereby granted by and between the Parties, including the "Aerial Easement" as defined in Section 2.2.1, are herein referred to as the "Easement." The rights granted to UTHSCT hereunder are subject to all easements and other matters of record affecting the TRH Parcel. For purposes of this Agreement, "Permittee" shall mean (a) UTHSCT and TRH and their respective officers, directors, employees, agents, contractors, subcontractors, customers, vendors, suppliers, visitors, guests, invitees, licensees, tenants, subtenants, and concessionaires; (b) the guests, invitees, and visitors of any tenant; and (c) other persons who have business with UTHSCT or TRH insofar as their activities relate to the permitted uses of the UTHSCT Parcel or the TRH Parcel.

2.2. From CITY.

2.2.1. Grant. CITY grants to UTHSCT and TRH the license and permission to construct or have constructed and maintained a Skybridge across Hospital Drive at the location shown in Exhibit A (the "Aerial Easement").

2.2.2. Aerial Easement – Acknowledgement of Easement Application Fee. For and in consideration of the sum of $350.00, the receipt of which is hereby acknowledged, CITY hereby grants UTHSCT and TRH the privilege of using the property described in Exhibit A. Tyler City Code Section 17-1. e.1. requires said fee for any easement that is permanent in nature.

2.2.3. Requirements. During the term of the Aerial Easement, UTHSCT shall maintain the above-described premises in a safe, operationally sound condition at all times.

3. LLC Agreement; Restricted Use Agreement. Only with respect to UTHSCT and TRH, this Agreement shall be subject to and construed in accordance with (a) the LLC Agreement; and (b) that certain Restricted Use Agreement, dated as of April 15, 2022 (the "Restricted Use Agreement"), by and between UTHSCT, AHS, and with respect to certain provisions of said agreement, UT SYSTEM. Disputes between UTHSCT and TRH concerning this Agreement shall be deemed as disputes under the LLC Agreement subject to the dispute resolutions of said agreement. For clarity, CITY is not bound by the LLC Agreement or the Restricted Use Agreement.

4. Terms, Conditions, and Right to Use Skybridge. UTHSCT and TRH shall together determine rules for access and ingress onto the Skybridge, including keyed entry, limitations to hours of operation, and such other safety or convenience rules as they deem necessary, reasonable, and prudent for access between the UTHSCT Parcel and the TRH Parcel; provided that if such rules cannot be mutually agreed upon, then TRH shall have the right to establish and enforce reasonable rules and regulations regarding access to the TRH Parcel and to post appropriate signage within the Skybridge with respect thereto. TRH and UTHSCT shall have the right to limit access to the Skybridge in certain emergencies. Subject to the foregoing and the other terms of this Agreement, UTHSCT and TRH and their respective Permittees shall be entitled use the Skybridge for direct access to and between the UTHSCT Parcel and the TRH Parcel without interference. TRH expressly reserves the right to use and grant others the right to use the Easement Area located on the TRH Parcel for any purpose that does not materially interfere with the use of the Easement Area for the Easement Purpose. No improvements shall be

constructed or installed by UTHSCT in the portion of the Easement Area located on the TRH Parcel except for the Skybridge.

5. Construction and Deconstruction.

5.1. Design and Construction. Subject to the other terms of this Agreement, UT System shall have authority over the design, construction, occupancy, code enforcement and deconstruction of the Skybridge. UTHSCT shall be responsible for constructing the Skybridge at its sole cost and expense.

5.2. Preparation of Construction Drawings. UTHSCT, at its sole expense, shall prepare or have prepared code compliant construction documents necessary for the construction of the Skybridge and incidental items appurtenant thereto.

5.3. Disability Compliance. UTHSCT agrees to construct the Project in compliance with the Americans with Disabilities Act as well as the 2012 Texas Accessibility Standards, Elimination of Architectural Barriers, Texas Government Code, Chapter 469.

5.4. Deconstruction. If deconstruction of the Skybridge is necessitated or if this Agreement is terminated pursuant to its terms, then UT System shall be responsible for deconstructing the Skybridge, at its sole cost and expense.

5.5. Damage. If the surface of the ground or any improvements located on the TRH Parcel are disturbed or damaged by UTHSCT, or its agents or contractors, in the course of any construction or deconstruction, UTHSCT shall, at its sole cost and expense, take meaningful action to promptly restore any disturbed area and repair all damage to at least the condition existing prior to such disturbance or damage. If UTHSCT fails to repair such damage to such standard, then TRH shall have the right (but shall not be obligated) to repair any such damage, and thereupon, UTHSCT shall, at TRH's election, pay or reimburse TRH for the actual and reasonable costs of repairing any such damage to such standard. UTHSCT's obligations under this Section 5.5 shall survive the expiration or earlier termination of this Agreement.

5.6. Work. All construction and deconstruction work (including any alterations, additions or improvements to the Skybridge) performed by UTHSCT, or its agents or contractors, on the TRH Parcel shall be performed (a) in a workmanlike manner and in accordance with the construction documents jointly approved by UTHSCT, TRH and the appropriate authority(ies) having jurisdiction where applicable; (b) in compliance with all applicable codes, acts, and laws; (c) in accordance with a mutually agreed to schedule; and (d) in a manner that does not unreasonably interfere with the operations of TRH or any other tenants or occupants of the TRH Parcel. TRH approval of construction documents shall not exceed 30 calendar days from the date of receipt or other duration as mutually agreed between TRH and UTHSCT.

5.7. Alterations. Following completion of the Skybridge, except for repairs, maintenance, and replacements required hereunder, any material alterations, additions, or improvements made to the Skybridge shall be in accordance with Sections 5.6 (Work) and 9 (Submission to the City Engineer).

6. Maintenance and Repair. CITY shall have the right to inspect the Skybridge exterior where the bridge crosses the Aerial Easement Area and Hospital Drive with or without notice to the

other Parties. The CITY may notify the other Parties of any recommended maintenance or repairs to the Skybridge that CITY deems necessary for the public safety of those using Hospital Drive. UTHSCT shall be responsible for all maintenance, repairs, and replacements required to keep the Skybridge in good working order and in good condition.

7. Proration of Costs. The actual and reasonable third-party costs and expenses that UTHSCT incurs to (a) maintain and repair the Skybridge ("Maintenance Costs"); and (b) provide lighting, heating, ventilation, air conditioning, and other utilities required for use of the Skybridge ("Utilities Costs"), shall be shared equally between UTHSCT and TRH. Notwithstanding the foregoing, Maintenance Costs shall not include (and UTHSCT shall not be entitled to reimbursement from TRH for) (a) any capital expenditures, including capital repairs and replacements; (b) any costs incurred to correct defects in the Skybridge, including defects in design, workmanship, construction or materials and improperly completed work; (c) any costs covered by warranties or guarantees issued by third parties in connection with the construction of the Skybridge; or (d) any costs incurred to repair any damage to the Skybridge by UTHSCT or any of its Permittees. TRH shall pay all amounts that it owes UTHSCT under this Section 7 within 30 days after TRH's receipt of a written invoice from UTHSCT, which invoice shall include a written summary of Maintenance Costs and Utilities Costs for which reimbursement is sought (together with reasonable supporting documentation such as copies of invoices and evidence of payment). CITY shall not be responsible for maintenance and repair costs associated with the Skybridge.

8. Perpetual Rights. As between UTHSCT and TRH, the rights granted herein shall terminate upon their written agreement. In the event of termination or dissolution under the LLC Agreement (as defined in Section 1.15), the rights and responsibilities of UTHSCT and TRH with respect to the Skybridge shall be determined under Article XVIII of the LLC Agreement and applicable law; provided that in the event the Restricted Use Agreement is terminated in accordance with its terms, then TRH shall have the right, in its sole and absolute discretion, to terminate this Agreement and require that UTHSCT deconstruct the Skybridge in accordance with Section 5. CITY shall have the right to revoke or cancel this Agreement for violations of any applicable laws or for non-compliance with any other terms or conditions of this Agreement upon failure of UTHSCT to take meaningful action to correct any code deficiencies or violations within 90 days of written notice from CITY to do so or, if such code deficiencies or violations cannot reasonably be cured within 90 days, such longer period as is reasonable under the circumstances; provided that UTHSCT commences to cure such code deficiencies or violations within such 90-day period and completes such cure within a reasonable time thereafter. Failure of CITY to declare this Agreement terminated upon any default of UTHSCT for any of the reasons set forth herein shall not operate to bar, destroy, or waive the right of CITY to cancel this Agreement by reason of any subsequent violation of the terms hereof.

9. Submission to the CITY Engineer. The Skybridge exterior construction documents specific to work within the public right-of-way, as well as any permanent changes or alterations impacting the public right-of-way performed during the construction of the Skybridge, shall be submitted to CITY's engineering department (the "CITY Engineer") for review. UTHSCT shall submit any exterior plans for review by the CITY Engineer before undertaking construction and shall submit to such exterior inspections as may be required by applicable laws, ordinances, and regulations.

10. Detours, Barricades, Warning Signs, etc. UTHSCT, its agents, or assigns shall provide for detours, barricades, warning signs, flares, flashing light signals, and flagmen as are deemed necessary by CITY to direct and protect vehicular and pedestrian traffic while construction work, including related activities, is in progress. Details and descriptions of these traffic handling measures shall be included in the plans and specifications when necessary or desirable to modify the traffic control measures as specified, and prior approval must be obtained from the CITY Engineer.

11. Painting and Protectives. If structural steel is used in the construction of the Skybridge, the construction documents shall indicate what protective, if any, is to be applied to those portions visible from the roadway. The structure shall be maintained to retain the appearance and color specified by the construction documents unless otherwise agreed in writing by CITY. UTHSCT and TRH also agree to keep the Skybridge free from all advertising matters or insignia except for such identification signage as may be approved by CITY.

12. Inspection by the CITY Engineer. UTHSCT shall construct or have constructed, at its entire cost and expense, the Skybridge and incidental items referred to in this Agreement and any necessary utility relocations, as reviewed (and approved with respect to necessary City of Tyler utility relocations) by the CITY Engineer, to accommodate the Skybridge. CITY shall have the right to inspect the exterior work on the public right-of-way at any time during the work's progress and to make a final inspection upon completion. UTHSCT shall correct any applicable building code deficiencies revealed by CITY'S inspections of the exterior right-of-way work or of the traffic control or protection measures, where such deficiencies could have an adverse effect on public use of Hospital Drive or the safety and convenience of the public.

13. Cessation of Use for More than Two Years. It is understood that should the Skybridge cease to be required or cease to be maintained for the intended purpose for more than two years, the license for the Skybridge shall expire and be terminated, and UTHSCT agrees that it shall then, at its entire expense remove the Skybridge and restore any affected public right-of-way to a condition satisfactory to CITY.

14. Adjustment Due to Highway Changes. Future adjustments to the Skybridge shall be subject to the provisions of governing laws, and should CITY alter, widen, or otherwise modify the highway, UTHSCT shall bear the cost of modifying the Skybridge. In the event of destruction of all or part of the Skybridge, including its attachment, by flood, fire, or other causes, CITY shall not be under any obligation to furnish any facilities to UTHSCT and TRH and shall not be liable for damage to the Skybridge or loss of service under this Agreement.

15. Indemnification.

15.1. Between the Parties. To the extent allowed by law, each of the undersigned Parties shall indemnify and hold harmless the other, its successors, and/or assigns from claims or injuries to person or property caused by the negligence or intentional acts of the undersigned Party or its Permittees in the construction, operation, use, maintenance, or repair of the Skybridge.

15.2. Subrogation. Nothing in this Agreement shall be construed as creating any liability in favor of any third party or parties against the Parties, nor shall this Agreement ever be

construed as relieving any third party or parties from any liabilities of such third party or parties to the Parties, but the other Parties shall become fully subrogated to CITY and shall be entitled to maintain legal action over and against a third party or third parties liable for having caused CITY to pay or disburse any sum of money hereunder.

15.3. Survival. This Section 15 shall survive the termination of this Agreement.

16. Protection of the Public. To the extent allowed by law, UTHSCT shall provide necessary safeguards to protect the public from harm arising from this project and shall maintain adequate insurance for the payment of any damages that might result during the construction of the Skybridge or thereafter, and to save CITY harmless from damages to the extent of said insurance coverage. During the term of this Agreement, UTHSCT shall maintain the Skybridge in a safe, operationally sound condition.

17. Public Utility Easements. UTHSCT shall reroute or provide required easements for public utilities affected by the construction of the Skybridge or realignment of the curb line and right-of-way lines of Hospital Drive. The location and terms of such easements shall be in a plan mutually agreeable to the Parties.

18. Liability Insurance.

18.1. Contractors. UTHSCT shall require all primary contractors to maintain commercial general liability insurance, including blanket contractual liability insurance, covering any liabilities, claims, damages, or losses to property and bodily injury/death connected to the construction of the Skybridge, with not less than a $1,000,000 combined single limit and a $3,000,000 general aggregate limit for bodily injury or property damage, and identifying each of the Parties as additional insureds.

18.2. UTHSCT. During construction of the Skybridge, UT SYSTEM, on behalf of UTHSCT, shall provide Builder's Risk insurance on the Skybridge, including a $5,000,000 coverage extension for damage to existing real property resulting directly from the contractor's performance at the Skybridge, and naming TRH and CITY as an additional insured "as their interests may appear." Following completion of the Skybridge and issuance of a certificate of substantial completion permitting the use of the Skybridge, UTHSCT shall maintain: (a) commercial general liability insurance, including blanket contractual liability insurance, covering any liabilities, claims, damages or losses to property and bodily injury/death associated with or occurring within the Skybridge, with such coverages and limits of liability with not less than a $1,000,000 combined single limit with a $3,000,000 general aggregate limit for bodily injury or property damage; (b) property insurance, written on a "Causes of Loss-Special Form" basis, covering the Skybridge, on a replacement cost basis in an amount equal to the full insurable value thereof; and (c) such other types of insurance as TRH may from time to time reasonably require. Such insurance policies shall name TRH and CITY as additional insureds "as their interests may appear" and shall be maintained at UTHSCT's sole cost and expense, including through self-insurance.

18.3. Limitation. It is the stated policy of the State of Texas not to acquire commercial general liability insurance for torts committed by employees of the state who are acting within the scope of their employment. Rather, Chapter 101 of the Civil Practice and Remedies

Code states "that a governmental unit in the state is liable for property damage, personal injury and death proximately caused by the wrongful act or omission or negligence of an employee acting within his scope of employment...." Liability of the state government under this chapter is limited to monetary damages in a maximum amount of $250,000 for each person, $500,000 for each occurrence of bodily injury or death, and $100,000 for each occurrence of injury to or destruction of property.

19. Termination, Modification, or Amendment of Agreement. This Agreement may be terminated, modified, or amended only by the mutual written agreement of the Parties or their successors, assigns, or successors-in-title, which shall be recorded in the official land records of Smith County, Texas.

20. Not a Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift, dedication, or offer of dedication of, or be deemed to create an easement or other real property interest with respect to any portion of or interest in the Skybridge or the Easement Area to the general public or the benefit of the general public for any public purpose whatsoever, and this Agreement shall be strictly limited to and for the purposes expressed herein. No implied dedication shall arise from any use of the areas subject to the easements herein granted, whether or not such use is consistent with the provisions of this Agreement.

[continued on next page]

21. Notices. Notices under this Agreement shall be deemed given when received and must be in a writing (a) personally delivered; (b) deposited with the US Postal Service or another recognized delivery provider, prepaid, return receipt requested; (c) faxed; or (d) emailed, in each case to the following addresses or to the last address of which the sending Party has received actual or constructive notice:

If to UTHSCT or UT SYSTEM:

The University of Texas Health Science Center at Tyler
ATTN: Office of Legal Affairs
11937 US Highway 271
Tyler, Texas 75708-3154

Email: legal.notices@uthct.edu
FAX: (903) 877-5648

If to TRH:

Tyler Regional Hospital, LLC
1000 S. Beckham Avenue
Tyler, Texas 75701
ATTN: Chief Executive Officer

Email: Donald.Baker@uthet.com

FAX: _____

with a copy to:

Tyler Regional Hospital, LLC
c/o AHS Management Company, Inc.
340 Seven Springs Way, Suite 100
Brentwood, Tennessee 37027
ATTN: General Counsel

Email: Stephen.Petrovich@ardenthealth.com

FAX: _____

If to CITY:

_____

_____

_____

Email: _____

FAX: _____

with a copy to:

_____

_____

_____

Email: _____

FAX: _____

22. Governing Law and Jurisdiction. The laws of the State of Texas shall govern the provisions of this Agreement, and any action or suit brought to enforce the provisions of this Agreement shall be in a state district court in Smith County, Texas.

23. Attorney Fees. The prevailing Party, in any action, suit, or appeal, shall be entitled to be awarded its reasonable attorney fees and costs to the extent in accordance with Texas law.

24. Further Acts. The Parties shall execute and deliver such further documents and instruments and take such other further actions as may be reasonably necessary to carry out the intent and provisions of this Agreement.

25. Miscellaneous. This Agreement is the entire agreement between the Parties for the Skybridge, superseding any prior or contemporaneous written or oral understandings or communication, and can only be amended in a writing signed by the Parties. As used in this Agreement, "include" or "including" means to include "without limitation." A Party's waiver of or failure to enforce a provision or right shall not be subsequently deemed a waiver or relinquishment of that or any other provision or right. Headings in this Agreement are intended for convenience and not as operative text. The invalidity, illegality, or unenforceability of any provision of this Agreement in any jurisdiction shall not affect its validity, legality, or enforceability in other jurisdictions or the remaining text in any jurisdiction. There are no third-party beneficiaries to this Agreement. Time is of the essence in this Agreement. The rights hereunder shall inure to the benefit of each of the undersigned Parties' successors-in-interest or permitted assigns. Except as expressly otherwise provided herein, no Party can assign this Agreement or any part thereof without the other Parties' written consent. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original signature and, when compiled, shall constitute one and the same original agreement.

[signatures follow]

To indicate their agreement, the Parties have executed this Agreement, or counterparts hereof, by their signatures or the signatures of their duly authorized representatives below.

The University of Texas Health Science Center at Tyler, on its own behalf and on behalf of The Board of Regents of The University of Texas System

Signed: _____

Printed name: Daniel DeSlatte

Title: Chief Business Officer

Date: 8/14/2024

City of Tyler, Texas

Signed: _____

Printed name: Edward Broussard

Title: City Manager

Date: 08/26/2024

AB

Tyler Regional Hospital, LLC

Signed: _____

Printed name: Donald Baker

Title: Regional President

Date: 8-13-2024

STATE OF Texas)

) ss

COUNTY OF Smith)

On this 14 day of August, 2024, before me, the undersigned, a Notary Public for the state and county aforesaid, personally appeared Daniel DeSlatte, known to me to be Chief Business Officer of The University of Texas Health Science Center at Tyler, and the person executing the above instrument, and he acknowledged to me that he executed the above instrument, duly authorized and in such capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

[SEAL] NOTARY PUBLIC STATE OF TEXAS
MICHELLE MORROW HARRIS
Notary ID #131594693
My Commission Expires
July 6, 2026

_____

Michelle Harris

Notary Public

My commission expires:

July 6, 2026

STATE OF Texas)
) ss
COUNTY OF Smith)

On this 13 day of August, 2024, before me, the undersigned, a Notary Public for the state and county aforesaid, personally appeared Donald Baker, known to me to be Regional President of Tyler Regional Hospital, LLC, and the person executing the above instrument, and __he acknowledged to me that __he executed the above instrument, duly authorized and in such capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

SARAH JO DELGADO
Notary Public, State of Texas
Comm. Expires 08-17-2028
Notary ID 126419142
[SEAL]

Sarah Jo Delgado
Notary Public

My commission expires:
08-17-2028

STATE OF Texas)
) ss
COUNTY OF Smith)

On this 26 day of August, 2024, before me, the undersigned, a Notary Public for the state and county aforesaid, personally appeared Edward Broussard known to me to be City Manager of the City of Tyler, Texas, and the person executing the above instrument, and __he acknowledged to me that __he executed the above instrument, duly authorized and in such capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

[SEAL]

CASSANDRA BRAGER
Notary Public
STATE OF TEXAS
ID# 206883-5
My Comm. Exp. March 28, 2025

Cassandra Brager
Notary Public

My commission expires:

EXHIBIT A
UTHSCT Parcel, TRH Parcel, Aerial Easement Area, Easement Area

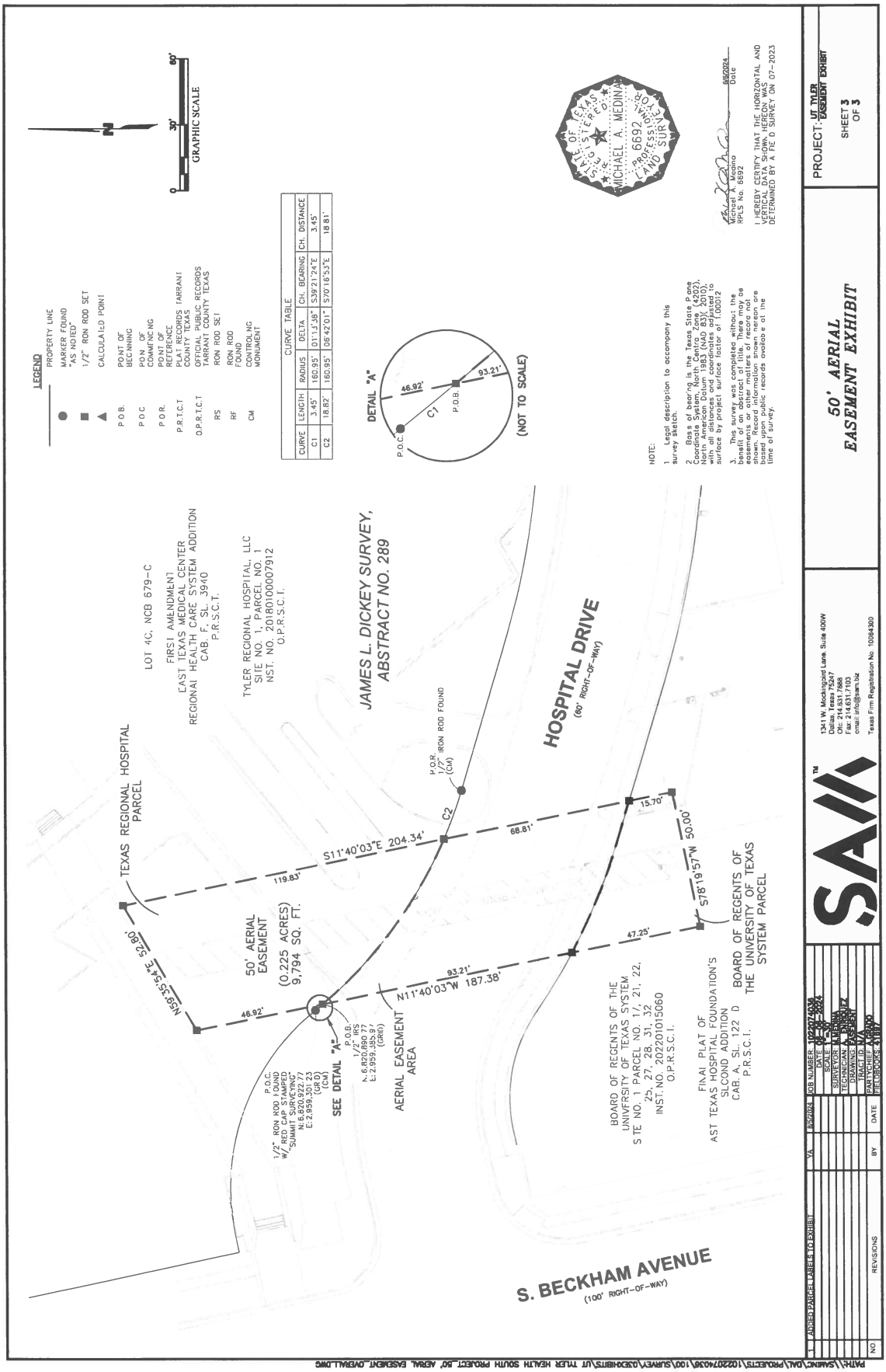


Exhibit A, Page 1

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-21

Date: September 25, 2024

Subject: Request that the City Council consider cancelling the regularly scheduled City Council meeting for October 9, 2024. Due to the second regular meeting date in October falling on the date for the City Council to attend the Texas Municipal League (TML) meeting in Houston.

Item Reference: **Tyler City Code, Section 1-22**

The Tyler City Code, Sec. 1-22 sets out regular City Council meetings on the second and fourth Wednesday of each month. The meetings can be changed, as necessary, by the City Council.

Due to the second regular meeting date in October falling on the date for the City Council to attend the Texas Municipal League (TML) meeting in Houston, this meeting could be canceled without undue delay of any urgent items. It is, therefore, recommended that the regular City Council meeting scheduled for October 9, 2024 be cancelled.

RECOMMENDATION:

Request that the City Council consider canceling the regularly scheduled City Council meeting for October 9, 2024. Due to the second regular meeting date in October falling on the date for the City Council to attend the Texas Municipal League (TML) meeting in Houston.

Drafted/Recommended By:
Department Leader Deborah Pullum, City Attorney

Edited/Submitted By:
City Manager

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-22

Date: September 25, 2024

Subject: Request that the City Council consider authorizing the City Manager to award sole source procurement to Martin Marietta, for ready-mix concrete during Fiscal Year 2024-2025.

Item Reference: **TEX. LOC. GOVâ€™T CODE ANN., Â§ 252.001; City Code Section 2-6; Texas Local Government Code, Chapter 252.022**

On August 7, 2024, and August 14, 2024, annual price agreements were published for ready-mix concrete for fiscal year 10/01/2024 through 09/30/2025. The closing date was August 27, 2024, no bids were received.

Martin Marietta, is sole source procurement for ready-mix concrete in Tyler, Texas. Martin Marietta, is located at 4200 Old Troup Hwy, Tyler TX 75707, the next closest in proximity vendor is Texas Material, is located at 320 Iron Horse Drive, Terrell, TX 75160.

Streets Maintenance procures over twenty thousand ($20,000) of ready-mix concrete materials annually from Martin Marietta.

In order to maintain productivity, it is recommended that Fiscal Year 2024 - 2025 ready-mix concrete material be procured solely through Martin Marietta.

FUNDING: Streets Maintenance Account Numbers - 101-0710-433-0808 and 101-0710-433-0815

RECOMMENDATION:

Request that the City Council consider authorizing the City Manager to award sole source procurement to Martin Marietta, for ready-mix concrete, during Fiscal Year 2024-2025.

Attachments:
Martin Marietta - Form 3-36 RFQ _24-073 _Ready Mix Concrete Bid Packet

Drafted/Recommended By:
Department Leader Sara McCracken, Street and Stormwater Manager

Edited/Submitted By:
City Manager

REQUEST FOR QUOTATION

THIS IS NOT AN ORDER

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

Telephone: (903) 531-1232

August 07, 2024
DATE MAILED

Quote No: **24-073**
(Number must appear on ALL correspondence)

Closing Time: 2:00 pm

Closing Date: **August 27, 2024**

Addressed To:
Martin Marietta
4200 Old Troup Hwy
Tyler, TX 75707

INSTRUCTIONS:
1. Keep duplicate copies of the proposal for your files.
2. Federal Excise Taxes are exempted, as well as Federal Transportation Tax, State Tax, and City Sales Tax.
3. Return this form at once if unable to quote.
4. Specify Trade name or brand in space.

Sherry Pettit
Purchasing Manager

Please quote as per the instructions indicated below for the articles described. Quotes must be submitted on City of Tyler forms to be considered. All items or services called for must be in strict accordance with all of the requirements and specifications attached hereto or furnished upon request.

Sealed quotes to furnish the following will be received in the Purchasing Office @ 304 North Border, Tyler, Texas 75702, Attn: Sherry Pettit, until **August 27, 2024,** and opened by City Staff in the City Council Chambers @ 212 North Bonner, City Hall, 2nd Floor @ 2:00 pm on **August 27, 2024.**

Estimated annual requirements of ready-mix concrete and quickset for fiscal year 10/01/2024 thru 09/30/2025, All in accordance with the City of Tyler specifications.

QUOTE IDENTIFICATION: The quote number, closing time, date, and requested item must appear on the outside of the envelope in the lower left-hand corner.

DATA SHEETS: All bidders must complete each specification datasheet in the spaces provided on each item that is bid, as well as all information requested on the price datasheet. The said price, data, and specifications sheet are hereby included in this quotation.

DELIVERY: Delivery must be stated in your quote on the data sheet as the number of calendar days from the date of order.

The City of Tyler reserves the right to reject any and/or all bids and to waive any and/or all formalities and to award purchase total amount, partial amount, or individual item basis.

In submitting the above, the vendor agrees that acceptance by the City of Tyler within a reasonable period constitutes a binding agreement

In submitting the above request and attached bid to the City of Tyler, I hereby certify that we have not participated in nor been a party to any collusion, price fixing, or any other agreements with any company, firm, or person concerning the pricing of the enclosed quotation.

Net 30
INVOICING TERMS

COMPANY NAME

DATE

AUTHORIZED REPRESENTATIVE (print)

SIGNATURE

See other side for TERMS AND CONDITIONS

* All Quotes Must Be Signed

TERMS AND CONDITIONS

Quotations are requested for furnishing the items described herein in accordance with the terms set forth. **ALL QUOTATIONS MUST BE F.O.B. DESTINATION** and include the cost of boxing and cartage to the delivery point as stated on this form.

In the case of default, the City of Tyler, Texas reserves the right to hold the original bidder or contractor liable for any and all resultant increased costs.

Samples, if requested by the City of Tyler, must be furnished at the bidder's expense, and if not destroyed in testing or retained as a standard, will be returned on the same terms, if requested by the bidder.

Quotes may be withdrawn on written or telegraphic request received from bidders prior to the time set for opening. Negligence on the part of the responder in preparing the proposal confers no right for the withdrawal of the proposal after the hour fixed for the opening.

Any oral statement by any representative of the City, modifying or changing any conditions of this contract, is an expression of opinion only and confers no right upon the seller.

All discounts, if applicable, shall be shown in discount amount space provided on data sheets - **EXCEPT IN TERMS FOR PROMPT PAYMENT.**

For proper identification; proposal number, closing time, date, and item requested must appear on outside of envelope in lower left hand corner.

If delay in delivery as specified on the purchase order is foreseen, supplier shall give written notice to Purchasing Office immediately. The City has the right to extend the delivery date if reasons appear valid. Supplier must keep the City advised at all times of the status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the City of Tyler to purchase material elsewhere and charge full increase in cost and handling to the defaulting supplier and could also be reason for cancellation of the Purchase Order (at no expense to the City if the City of Tyler deems it necessary).

Any quote submitted on a public works project shall comply with the additional requirements and conditions attached hereto as well as the terms and conditions stated herein.

Certificate of Interested Parties: **APPLIES TO ALL CONTRACTS VALUED OVER $25,000**.

In accordance with House Bill 1295, for certain contracts entered into on or after January 1, 2016, the successful bidder must submit a ***Certificate of Interested Parties*** (Form 1295) at the time the signed contract is submitted to the **CITY** The law applies (with a few exceptions) only to a City contract between a business entity and a governmental entity or state agency that either (1) requires an action or vote by the City Council before the contract may be signed or (2) has a value of at least $1 million.

The ***Certificate of Interested Parties*** (Form 1295) must be filed electronically with the Texas Ethics Commission using the online filing application located at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

If you need additional information about the Certificate of Interested Parties Form 1295 Procedure, contact Purchasing at (903) 531-1232.

PRICE, DATA, AND SPECIFICATION SHEET

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

Telephone: (903) 531-1232

DATE: August 07, 2024

BID #: 24-073

CLOSING TIME: 2:00 p.m.

CLOSING DATE: August 27, 2024

PROPOSERS MUST COMPLETE THIS SECTION

Item No.	Qty.	Description	Brand	Unit Price	Total Net Price
		The City of Tyler requests firm prices on annual requirements for Ready Mix Concrete for the fiscal year October 1, 2024, through September 30, 2025. Prices are requested per cubic yard (except per pound on item #3 quickset) on the following mixes of estimated quantity requirements.			
1.	80 Yards -/+	Type 1L Cement			
2.	80 Yards -/+	Manufacture Sand			
				TOTAL:	
		NOTE: ***Concrete to be ordered as needed and delivered to job site. ***Bidders should state on their quote any minimum CU YD requirements. ***Bidders should state on their quote any delivery charges. *** Questions concerning specifications			

		should be directed to Tony Vickers, Street Department Foreman @ 903-531-1393 ***Questions concerning Bid submittal process should be directed to Sherry Pettit, Purchasing Manager @ 903-531-1232			
		PLEASE FURNISH THE FOLLOWING INFORMATION:			
		BUSINESS NAME:			
		MAILING ADDRESS:			
		REMITTANCE ADDRESS:			
		PHONE NUMBER:			
		PRIMARY CONTACT NAME:			
		EMAIL:			

Specifications:

This contract shall remain in effect until contract expires, delivery / completion of services ordered or terminated by either party with thirty (30) days written notice prior to any cancellation. The successful bidder must state therein the reasons for such cancellation. The City of Tyler reserves the right to award canceled contract to the next lowest and best bidder as it deems to be in the best interest of the City.

It is expressly understood and agreed that in case the City of Tyler should need any item(s) not available within the time frame needed from the successful vendor during the term of this Contract, the City of Tyler reserves the right to purchase these items from a vendor other than the successful vendor and shall not be in violation of any terms or conditions of said Contract.

Estimated quantities are based on the best available information and do not constitute an order. The City makes no guarantee to purchase the amounts estimated by any amount and will purchase items deemed necessary to meet its needs without any adjustments in the bid. **Orders will be placed on an as-needed basis**.

State law, at Texas Local Government Code Section 271.9051, provides that a municipality with a population of less than 250,000 may enter into a contract for an expenditure of less than $100,000 to either the lowest bidder or bidder whose principal place of business is in the municipality. This applies to purchases of any real property, personal property that is not affixed to real property, and to services. The award to the local bidder is dependent upon the bid being within 5 percent of the lowest bid and a written determination that the local bidder offers the best combination of contract price and economic opportunities to the municipality. The State law provides that the local bidder preference does not apply to the purchase of telecommunications or information services. The local bidder preference will be a factor in awarding the bid.

As part of your response to this bid request, please include a copy of the company's core competencies, business ethics, and vision statement.

The City reserves the right to accept or reject all or any part of a bid and accept the offer considered most.

advantageous to the City of Tyler.

Any manufacturer's names, trade names, brand names or catalog numbers used in the solicitation are for the purpose of describing and/or establishing the quality, design and performance required.

Bids/Offers submitted as alternates, "equals" or on the basis of exceptions to specific conditions of purchase and/or required specifications, MUST be submitted with and attachment referencing the specific paragraph numbers and adequately defining the exception submitted. Detailed product or service literature, suitable for evaluation, must be submitted with the bid/offer, samples of each product requested must be submitted with the bid/offer. If no exceptions are taken, the City will expect and require complete compliance with the specifications and conditions of purchase.

VENDOR LIST

READY MIX CONCRETE & QUICKSET

East-Tex Concrete Holding, LP

	PO Box 29955	Dallas, TX 75229	972-523-7735
			agonzalez@usgunite.com
MARTIN MARIETTA	4200 Old Troup Hwy	Tyler, TX 75707	903-262-0862
			Jackie.culverhouse@martinmarietta.com

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-23

Date: September 25, 2024

Subject: Request that the City Council consider authorizing the City Manager to award the various annual price agreements for Asphalt, Sak-Crete & Portland, Utility Cut Base Repair Material, Herbicide Treatment for Drainage and Roadsides, Red Select, and Brick Sand for one year beginning October 1, 2024.

Item Reference: **TEX. LOC. GOVâ€™T CODE ANN., Â§ 252.001; City Code Section 2-6; Texas Local Government Code, Chapter 252.022**

Annual Price Agreements were published August 7, 2024 & August 14, 2024 and opened on August 27, 2024.

Sealed bids were received for providing:
a. Asphalt emulsions, cold laid asphalt, hot mix asphalt, asphalt stabilized base, hot oil sand base, and oil dirt. Texas Materials Group, Inc. was the low bidder.
b. Sak-Crete & Portland to be used in street maintenance. Hartmann Building Specialties was the low bidder.
b. Ready Mix Concrete to be used in street maintenance. No bids received.
c. Utility Cut Base Repair Material to be used in street maintenance. J&S Sand & Gravel was the low bidder
d. Herbicide Treatment to be used to control weed growth in City drainage ways and City roadside rights-of-way. EDKO Vegetation was the low bidder.
e. Red Select materials and Brick Sand. B & T Landscaping is the low bidder for Red Select and J & S Sand & Gravel is the low bidder for Brick Sand.

RECOMMENDATION:

Request that the City Council consider authorizing the City Manager to award the various annual price agreements for Asphalt, Sak-Crete & Portland, Utility Cut Base Repair Material, Herbicide Treatment for Drainage and Roadsides, Red Select, and Brick Sand for one year beginning October 1, 2024.

Attachments:
Bid Tabulation Sheet

Drafted/Recommended By:

Department Leader Sara McCracken, Street and Stormwater Manager

Edited/Submitted By:
City Manager

CITY OF TYLER, STREET DEPARTMENT

CITY OF TYLER BID# 24-034
Red Select and Masonry Sand Materials

DATE OPENED AND TABULATED
August 27, 2024

		VENDOR:		VENDOR:		VENDOR:	
		B & T Landscaping		J & S Sand & Gravel		Craig's Dirt Service	
QUANITY:	PRODUCT:	UNIT PRICE:	TOTAL:	UNIT PRICE:	TOTAL:	UNIT PRICE:	TOTAL:
80 Yards	Red Select Materials	$ 4.00	$ 320.00	$ -	$ -	$ 14.00	$ 1,120.00
80 Yards	Masonry Sand	$ -	$ -	$ 109.38	$ 8,750.00		

CITY OF TYLER BID# 24-071
ASPHALT & STREET MATERIAL

DATE OPENED AND TABULATED
August 27, 2024

		VENDOR:		VENDOR:		VENDOR:	
		Texas Materials Group, Inc DBA East Texas Asphalt		No other vendor		No other vendor	
QUANITY:	PRODUCT:	UNIT PRICE:	TOTAL:	UNIT PRICE:	TOTAL:	UNIT PRICE:	TOTAL:
200 Tons	Cold Laid Asphalt	$ 108.00	$ 21,600.00	$ -	$ -	$ -	$ -
4,000 Tons	Hot Mix Asphalt	$ 103.00	$ 412,000.00	$ -	$ -	$ -	$ -
1,000 Tons	Oil Sand	$ 88.00	$ 88,000.00	$ -	$ -	$ -	$ -
5,000 Tons	Oil Dirt	$ 88.00	$ 440,000.00	$ -	$ -	$ -	$ -

CITY OF TYLER BID # 24-072
SAK-CRETE & PORTLAND

DATE OPENED AND TABULATED
August 27, 2024

		VENDOR:		VENDOR:		VENDOR:	
		Hartmann Building		No other vendor		No other vendor	
QUANITY:	PRODUCT:	UNIT PRICE:	TOTAL:	UNIT PRICE:	TOTAL:	UNIT PRICE:	TOTAL:
750	Sacks of Sak-Crete gravel mix(80 lbs.)	$ 5.85	$ 4,387.50	$ -	$ -	$ -	$ -
500	Sacks of plain Portland cement (94 lbs.)	$ 17.95	$ 8,975.00	$ -	$ -	$ -	$ -
33	Pallets	$ -	$ -	$ -	$ -	$ -	$ -

CITY OF TYLER BID # 24-073
Ready Mix Concrete

DATE OPENED AND TABULATED
August 27, 2024

		VENDOR:		VENDOR:		VENDOR:	
		NO BIDS		No other vendor		No other vendor	
QUANITY:	PRODUCT:	UNIT PRICE:	TOTAL:	UNIT PRICE:	TOTAL:	UNIT PRICE:	TOTAL:
	Ready Mix Concrete	$ -	$ -	$ -	$ -	$ -	$ -

CITY OF TYLER BID # 24-074
Utility Cut Base Repair Material

DATE OPENED AND TABULATED
August 27, 2024

		VENDOR:		VENDOR:		VENDOR:	
		J & S Sand and Gravel		Craig's Dirt Service		Green Dream Int.	
QUANITY:	PRODUCT:	UNIT PRICE:	TOTAL:	UNIT PRICE:	TOTAL:	UNIT PRICE:	TOTAL:
4500 Tons	Crushed Limestone with dust still in it.	$ 41.49	$ 186,705.00	$ 75.00	$ 337,500.00	$ 76.95	$ 346,275.00

CITY OF TYLER BID # 23-075
Herbicide Treatment Program

DATE OPENED AND TABULATED
August 27, 2024

		VENDOR:		VENDOR:		VENDOR:	
		Edko Vegetation		Opterra Solutions		No other vendor	
QUANITY:	PRODUCT:	UNIT PRICE:	TOTAL:	UNIT PRICE:	TOTAL:	UNIT PRICE:	TOTAL:
acre	Drainage Ditch Herbicide	$ 171.00	$ 11,424.52	$ 300.00	$ 20,043.00	$ -	$ -
acre	Roadside Right-of-Way	$ 157.00	$ 14,764.91	$ 92.50	$ 10,000.00	$ -	$ -
acre	Roadside Heart of Tyler	$ 0.04	$ 6,917.23	$ 0.03	$ 5,130.00	$ -	$ -
acre	Roadside Curb & Gutter	$ 0.04	$ 6,425.10	$ 0.03	$ 4,760.00	$ -	$ -
			$ 39,531.76		$ 39,933.00		

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-24

Date: September 25, 2024

Subject: Request that the City Council consider authorizing the City Manager to award the Request for Proposal for Disaster Debris Monitoring and Management Services to Thompson Consulting Services LLC as the primary and Debris Tech LLC as a secondary vendor.

Item Reference: **24-035 RFP Disaster Debris Monitoring and Management Services**

The City of Tyler is seeking approval from the City Council to utilize the services of Thompson Consulting Services LLC as the primary and Debris Tech LLC as a secondary vendor to provide disaster debris monitoring and management services for the City of Tyler.

The City of Tyler requested proposals, RFP 24-025, from qualified individuals/firms for a stand-by contract for the clearance, demolition, removal, reduction, and disposal of disaster debris as directed by the City of Tyler to eliminate immediate threats to public health and safety. Also required is the elimination of immediate threats of significant damage to improved public or private property, which is considered essential to ensure the economic recovery of the affected community. Consultants or Providers shall provide disaster recovery technical program management assistance to City of Tyler officials. Work under this proposal will be utilized on an â€œas neededâ€ basis or when notice to proceed is given to the successful proposer(s). RFP 24-025 was awarded to Crowder Gulf Disaster Recovery & Debris Management as the primary and Ceres Environmental Services as a secondary vendor on July 24, 2024, Agenda Number 5.

Monitoring and management services are required to work in conjunction with the above-mentioned awarded contractor for disaster debris removal reduction, disposal, and other emergency debris-related services.

The City of Tyler requested proposals, RFP 24-035, from qualified individuals/firms for a stand-by contract for disaster debris monitoring and management services. The RFP packages were opened on August 27, 2024, and two RFPs were received.

The Consultant or Provider shall have an excellent understanding of the documentation involved for the reimbursement from FEMA, FHWA, or other federal agencies, and the state relief programs to make the process of cost recovery efficient and accurate. The processes and documentation required will be in strict compliance with FEMA, FHWA, or other federal agencies, and other state relief programs regulations regarding eligibility. A primary and secondary consultant or provider may be selected to provide differing elements or levels of scope of work in accordance with the capabilities and extent of

involvement each respondent proposes. It is the intention of the City of Tyler to select the same primary and secondary consultants or providers.

The initial term of the merchant services agreement shall commence upon the City Council approval date and end September 30, 2025. At the sole discretion of the City, it may be extended for up to three (3) additional one-year periods under the same terms and conditions.

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to award the Request for Proposal for Disaster Debris Monitoring and Management Services to Thompson Consulting Services LLC as the primary and Debris Tech LLC as a secondary vendor.

Attachments:
Thompson Consulting Services LLC Proposal

Drafted/Recommended By:
Department Leader Sherry Pettit, Purchasing Manager

Edited/Submitted By:
City Manager

Electronic Copy

City of Tyler, Texas

Request for Proposal No. 24-035

Disaster Debris Monitoring & Management Services Standby Contract

Due Date / Time: August 27, 2024 | 2:00 pm

thompson
CONSULTING SERVICES

thompson
CONSULTING SERVICES

August 27, 2024

City of Tyler, Purchasing Department
Attn: Sherry Pettit
304 N Border Ave
Tyler, TX 75702

RE: REQUEST FOR PROPOSAL NO. 24-035 – DISASTER DEBRIS MONITORING & MANAGEMENT SERVICES STANDBY CONTRACT

Dear Members of the Selection Committee,

Thompson Consulting Services, LLC (Thompson) is pleased to submit the enclosed proposal to provide the City of Tyler, Texas (City) with disaster debris monitoring and management services. Thompson is a full-service emergency management planning, response, disaster recovery and grant management consultancy. Our consultants have over 75 years of combined experience in supporting local and state agencies in response to wildfires, tornadoes, hurricanes, floods, earthquakes, ice storms, rockslides, oil spills and other natural disasters. Our approach to providing disaster response, assessment, and recovery services maintains a primary focus on the efficient and effective utilization of resources while assisting our clients with navigating the funding channels of the Federal Emergency Management Agency's (FEMA) Public Assistance (PA) program as well as other post-disaster grant programs. We believe Thompson is best suited to assist the City with disaster debris monitoring and consulting services for the following reasons which are expanded upon throughout our proposal response:

POST-DISASTER DEBRIS REMOVAL MANAGEMENT & FEM A FUNDING EXPERIENCE: Thompson's experience with post-disaster debris removal monitoring and management services spans three decades and accounts for the administration of more than $4.5 billion of debris removal funding on behalf of more than 300 local and state government agencies. Thompson's consultants are amongst the most educated, qualified, and dynamic in the industry, having responded to some of the most devastating incidents to impact the United States, many resulting in large-scale, multi-program debris removal monitoring operations. This experience means the City can rest assured that its disaster reimbursement is in the hands of the industry's most qualified professionals.

TEXAS EXPERIENCE: Thompson's consultants have responded to disaster incidents in the State of Texas since Hurricane Rita in 2005. Most recently, Thompson provided debris removal monitoring and grant consulting services to Texas clients following Severe Winter Storms and Tropical Storm Nicholas in 2021, Hurricane Hanna in 2020, Tropical Storm Imelda in 2019, and Hurricane Harvey in 2017. We are well positioned to work closely with the City, the Texas Division of Emergency Management (TDEM), Texas Department of Transportation and the Texas Commission of Environmental Quality to implement a compliant and efficient disaster debris removal monitoring program.

DELIVERY EFFICIENCY & AUTOMATED DEBRIS MANAGEMENT SYSTEM: Thompson's debris removal monitoring experience includes the documentation of over 150 million cubic yards of debris. We have consistently demonstrated Thompson's delivery efficiency using our automated debris management system (ADMS), the Thompson Data Management Suite (TDMS). TDMS is used to electronically capture

2601 Maitland Center Parkway
Maitland, Florida 32751
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A THOMPSON HOLDINGS, INC. COMPANY

data, such as employee credentialing, equipment barcoding, GPS coordinate, digital photography, etc. in the field and ensure accurate and timely reporting to the City. TDMS significantly reduces the quantity of hours required to perform equivalent services by competitors with "lower" hourly rates. TDMS has been routinely deployed on FEMA reimbursed projects and meets the process requirements for the U.S. Army Corps of Engineers (USACE) Advanced Contracting Initiative.

VERSATILITY OF OUR TEAM: Thompson provides the City with professional engineers and consultants that have experience with developing programs to address any of the following disaster recovery programs that may be required following a disaster event:

- Right-of-way (ROW) debris removal
- Right-of-way leaning tree and hanging limb removal (leaner/hanger)
- Parks, beaches, and waterways cleanup
- Private property debris removal (PPDR)
- Right-of-entry (ROE) administration
- Demolition program management
- Vehicle/vessel recovery
- White goods removal and decommissioning

ABILITY TO QUICKLY RESPOND: Thompson has personnel and resources on stand-by should a debris generating incident occur. With **26** corporate and branch offices scattered throughout the southeast, including offices in Houston and Orange, we will be able to deploy staff and resources within **24** hours of receiving a notice-to-proceed. Thompson is set up to quickly adapt to the uncertain and changing needs of the City. During times of emergency, this ability to rapidly respond to the needs of the City is of paramount importance.

LOCAL PREFERENCE FOR HIRING MONITORS: It is Thompson's intent to fill temporary debris monitoring positions with City residents in need of work. Thompson will provide qualified residents with safety training and job training with experienced debris monitoring supervisors. We will make sure that all local hires are thoroughly and properly trained prior to being deployed to monitor a debris removal crew. This effort will help residents participate in the City's recovery efforts with a meaningful impact and earn a competitive hourly wage.

COMMITMENT TO SAFETY & QUALITY: Thompson is the **only** debris monitoring firm that performs motor vehicle operating record reviews and as-needed drug screening for temporary employees. This practice results in a team of monitors that is both safe and committed to quality. In addition, Thompson deploys a quality assurance team to each of its projects to ensure that certain quality standards are being upheld, regardless of the operating conditions and climate.

Thompson has the experience and resources necessary to be responsive to the City's disaster debris monitoring and management services needs following a disaster incident. We stand prepared to guide the City through the debris removal and recovery process while working with TDEM and the FEMA Public Assistance program to achieve maximum disaster recovery cost reimbursement for the City. We would be honored to serve as your disaster debris monitoring and management services provider and stand prepared to exceed the service expectations that the City has established.

Best regards,
THOMPSON CONSULTING SERVICES, LLC

Jon Hoyle, President

AUTHORIZED POINTS OF CONTACT:

Jon Hoyle, President
O: 407.792.0018 |C: 321.303.2543 |F: 407.878.7858
E-mail: jhoyle@thompsoncs.net

Nate Counsell, Executive Vice President
O: 407.792.0018 |C: 407.619.2781 |F: 407.878.7858
E-mail: ncounsell@thompsoncs.net

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[1] Thompson has provided our most recent two (2) years of audited financial statements under separate cover marked Confidential.

SECTION 1
Qualifications / Experience

Firm Overview

Thompson Consulting Services, LLC is a full-service emergency response, disaster recovery and grant management consultancy, organized as a subsidiary of Thompson Holdings, Inc. (Thompson) which also includes our wholly-owned affiliate companies Thompson Engineering, Inc., Watermark Design Group and Meyer Engineers Ltd. Thompson offers an array of services through our family of companies, from specializing in debris removal monitoring and documentation, grant application and development, infrastructure, and housing mitigation; to full service engineering, environmental consulting, surveying, and construction support services; and a full complement of architectural, planning and interior design services.

THOMPSON FAMILY OF COMPANIES

What began as a small company doing basic soils and materials testing in Mobile, Alabama has since grown into a national corporation with corporate and branch offices throughout the southeastern United States. Our ongoing success, strong growth, consistent project delivery and commitment to 100% client satisfaction can be traced back to when our founder, Vester J. Thompson, established the high standards that lay the foundation of our work ethic. These standards of excellence in workmanship; innovative solutions; timely, responsive service; and cost effectiveness are still upheld today.

As a 100% employee-owned company with more than 500 personnel spanning the consulting, engineering and architecture disciplines, commitment to these standards ensures a universal threshold for project quality. Our staff has a vested interest in providing safe, quality driven, successful projects that are completed on time and within budget.

Thompson Consulting Services will serve as the contracting entity for the services requested by City of Tyler, Texas (City).

Years of Experience

Thompson was founded in 1953 and has supported various local, state, and federal entities, including the United States Army Corps of Engineers (USACE), throughout the Nation conduct monitoring, QA/QC, and inspection services for a variety of engineering, construction, environmental and disaster recovery projects. In 2011, Thompson Consulting Services, LLC was formed to focus solely on disaster preparedness, response, and recovery service offerings, including debris removal monitoring Thompson brings over 71 years of experience to the City through our family of companies and personnel.

Office Locations

With **26** corporate and satellite offices scattered throughout the Southeast United States, Thompson has the resources and capabilities to support the City's debris monitoring needs from near and afar.

The City's contract will be serviced from Thompson's corporate office in Maitland, Florida, ***with support from our offices located in the cities of Houston and Orange***. In addition, Thompson is experienced and capable of establishing a field office within the City should the need arise.

Thompson has provided our full list of office locations below.

- Atlanta, Georgia
- Baton Rouge, Louisiana
- Chattanooga, Tennessee
- Clarksville, Tennessee
- Daphne, Alabama
- Dothan, Alabama
- Evergreen, Alabama
- Harriman, Tennessee
- Helena, Alabama
- ***Houston, Texas***
- Jackson, Mississippi
- Kenner, Louisiana
- Knoxville, Tennessee
- Lake Charles, Louisiana
- Maitland, Florida
- Metairie, Louisiana
- Millington, Tennessee
- Mobile, Alabama
- Moss Point, Mississippi
- ***Orange, Texas***
- Pelham, Alabama
- Pensacola, Florida
- Raleigh, North Carolina
- Richland, Mississippi
- Savannah, Georgia
- Troy, Alabama

Mobile Office Capabilities

Thompson knows immediately following a disaster incident access to a project operations office and communications infrastructure is critical to building a local workforce, however with the potential for office facilities and hotels being damaged in the event, it is imperative to have a reliable alternative. Therefore, Thompson has invested in a fully functional mobile field office that can be utilized to implement initial debris removal monitoring operations regardless of environmental conditions.

We can travel directly to impacted communities and implement onboarding and equipment staging from the mobile field office, and with integrated satellite capabilities, our mobile office can serve as a communication center. Thompson's mobile field

FIRM DATA SUMMARY

FIRM NAME

Thompson Consulting Services, LLC

ADDRESS

2601 Maitland Center Parkway
Maitland, Florida 32751

PHONE | FAX

407-792-0018 | 407-878-7858

WEBSITE

www.thompsoncs.net

EMAIL

info@thompsoncs.net

YEAR ESTABLISHED

2011

STATE OF FORMATION

Delaware

FEDERAL ID NO.

45-2015453

SAM UEI | CAGE CODE

QE8ZDM1CLE77 | 7NZ42

DUNS NO.

968677158

E-VERIFY ID

1111126

OFFICERS

Jon Hoyle, President
Nate Counsell, Executive VP
John H. Baker, III, BOM
Chad Brown, BOM

office is also beneficial when trying to onboard field personnel and establish field operations in remote locations.

Thompson deployed our mobile field office following Hurricanes Laura, Sally, Delta, and Zeta in 2020, Hurricane Ida in 2021, and Hurricane Ian in 2022.

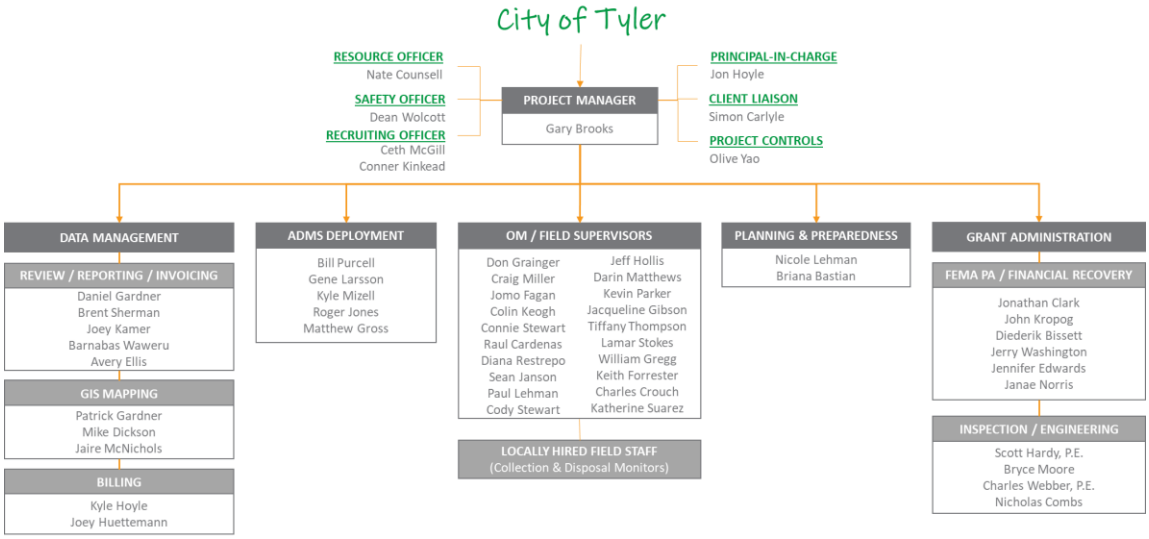
Dedicated Project Team

Thompson is committed to staffing the City's debris monitoring services needs in accordance with the management staffing and key personnel proposed herein. For each technical area our approach is designed to be scalable in nature in order to effectively plan for and respond to both minor and catastrophic debris generating events as well as adjust to the changing needs of the City throughout the recovery process.

Thompson's proposed team has assisted some of the largest government agencies plan for disaster debris generating incidents, substantiate debris removal operations and recover and retain FEMA Public Assistance grant funding for debris removal, force account operations and complex infrastructure repair, replacement, and mitigation projects. While many firms can offer experience and personnel in certain aspects of the City's needs, Thompson provides professional consultants and engineers to deliver expertise in a variety disaster programs and tasks.

The following organizational chart graphically presents Thompson's proposed project staffing and key personnel.

Figure 1-1: Organizational Chart



Key Personnel Overview

JON HOYLE will serve as the Principal-in-Charge for the City and provide support as needed to ensure project operations are in accordance with the City's expectations. Mr. Hoyle has over nineteen years of experience providing management and oversight for disaster response and recovery efforts and grant writing administration / program management throughout the Nation. He has managed 75 projects under contracts that total over $2.5 billion in grant administration and recovery efforts that required the

mobilization of over 5,000 field and professional personnel over the past 10 years. His programmatic experience includes FEMA-PA, FHWA-ER, NRCS-EWP, HUD-CDBG, FEMA-HMGP, and others.

SIMON CARLYLE will serve as the Client Liaison for the City and serve as a direct point of contact to address the City's needs throughout the term of the contract. Mr. Carlyle has over sixteen years of experience working with state and local governments providing disaster debris removal monitoring services. He has responded to over 30 disaster incidents and has extensive knowledge of federal, state, and local policies and reimbursement guidelines.

OLIVER YAO will serve as the Project Controller for the City to oversee contractual requirements and budget expectations. He will also make certain project operations are implemented in accordance with the contract and task order(s) issued by the City. His experience spans seventeen years providing program management and oversight of disaster response and recovery projects following hurricanes, tornadoes, ice storms, wildfires, and other debris generating incidents. Mr. Yao is a subject matter expert in FEMA Public Assistance criteria and documentation standards and has overseen the data management and documentation of over 116 million cubic yards of debris over the course of his career.

GARY BROOKS will serve as the Project Manager for the City and oversee day-to-day operations of the project, ensuring project operations have the staff and resources necessary to remain on track, on schedule and on budget. Mr. Brooks is a retired United States Marine with over seventeen years of experience supervising debris removal monitoring programs in Louisiana, Texas, Oklahoma, Missouri, New York, New Jersey, Florida, Alabama, Mississippi, and Puerto Rico. Recently, Mr. Brooks served as the Operations Manager for Livingston Parish following Hurricane Ida which resulted in the removal of over 1.3M cubic yards of debris from the Parish.

DANNY GARDNER will serve as the Data Manager for the City. Mr. Gardner has served as a data manager, program manager and grant management consultant for multiple federally funded grant programs on projects totaling approximately $2 billion. His extensive understanding of the eligibility requirements, federal regulations and policies across many federal grant programs allows clients to maximize disaster recovery and mitigation reimbursement.

NICOLE LEHMAN will serve as the Planning and Preparedness lead for the City. Ms. Lehman has sixteen years of disaster response and recovery experience. She is well versed in the programs, agencies, procedures, and regulations involved in successfully running disaster debris management operations. Recently Ms. Lehman served as a Project Manager for the Lee County, Florida, debris mission following Hurricane Ian. In addition, Ms. Lehman provides annual training to many of our clients regarding debris removal monitoring operations and FEMA policy guidance.

JONATHAN CLARK will serve as the FEMA Coordination / Cost Recovery Specialist and work directly with the City as needed to oversee the financial recovery of all eligible costs associated with FEMA PA and FHWA-ER activities. Mr. Clark began his career in disaster recovery as a FEMA employee in Louisiana following Hurricane Katrina. Since that time, Mr. Clark has served as a grant management consultant for both Grantees and Applicants/Sub-Grantees, giving him experience in all roles involved in the FEMA Public Assistance grant program. Having served clients at the local, state and federal level, Mr. Clark has managed the financial recovery of communities receiving more than $800 million in federal funding.

PATRICK GARDNER will provide GIS and mapping support to the City. Mr. Gardner has over nine years of experience and has supported recovery operations in this capacity for several large-scale, multi- state, regional, and municipal disaster incidents. He is well versed in ESRI ArcGIS applications and utilizing

geospatial data to convey project operations and progress. Mr. Gardner is also a Federal Aviation Administration Certified Remote Pilot for Small Unmanned Aircraft.

The following table further summarizes the background and experience of our key personnel and outlines our staff's extensive experience managing and monitoring projects of all size and scale, including many resulting in the documentation of over 1,000,000 cubic yards on behalf of local and state governments. Additional staff information has been provided within Section 2, Resources & Availability. ***Resumes for key personnel have been provided in Exhibit 1-1.***

Table 1-1: Summary of Project Team Experience

Name, Education, Background	Representative Experience	
Jon Hoyle | Principal-in-Charge		
MBA – Finance/Management 19 Years of experience	– Escambia County, FL – 3,700,000 CY – Puerto Rico DOT – 1,000,000 CY – Lee County, FL – 2,300,000 CY	– South Carolina DOT – 3,000,000 CY – Aiken County, SC – 1,500,000 CY – Harris County, TX – 2,500,000 CY
Simon Carlyle | Client Liaison		
MBA – Finance/Management 19 Years of experience	– SWA Palm Beach Co – 2,300,000 CY – City-Parish E Baton Rouge – 2,000,000 CY – South Carolina DOT – 3,000,000 CY	– Chatham Co, GA – 1,400,000 CY – Escambia County, FL – 3,700,000 CY – Harris County, TX – 2,500,000 CY
Oliver Yao | Project Controls		
MS – Management & Finance 17 Years of experience	– Baldwin Co, AL – 4,400,000 CY – Rapides Parish, LA – 660,000 CY – Bay County, FL – 1,200,000 CY	– Hidalgo Co, TX – 187,000 CY – Hamilton Co, TN – 408,000 CY – Linn Co, IA – 1,100,000 CY
Gary Brooks | Project Manager		
US Marine Corps 17 Years of experience	– City of Orange Beach, AL – 645,000 CY – City of Palm Bay, FL – 300,000 CY – Baton Rouge, LA – 1,800,000 CY	– City of Vero Beach – 24,000 CY – South Carolina DOT – 200,000 CY – Aiken County, SC – 1,500,000 CY
Jonathan Clark | FEMA Public Assistance Liaison		
19 Years of experience	– Hurricane Irma - $112,000,000 – Denham Springs, LA - $20,000,000 – SCDOT - $195,000,000	– State of New York - $200,000,000 – State of Louisiana - $150,000,000 – Escambia County, FL – $192,000,000
Danny Gardner | Data Manager		
MBA – Finance/Management 16 Years of experience	– SWA Palm Beach Co – 2,300,000 CY – Chatham Co, GA – 1,400,000 CY – Baton Rouge, LA – 1,800,000 CY	– Alabama DOT – 870,000 CY – South Carolina DOT – 3,000,000 CY – Escambia County, FL – 3,700,000 CY
Nicole Lehman | Planning and Preparedness		
BA – Psychology & Spanish 16 Years of experience	– Puerto Rico DOT – 400,000 CY – Fort Lauderdale, FL – 460,000 CY – St. Augustine, FL – 83,000 CY	– Chatham Co, GA – 1,400,000 CY – Daytona Beach, FL – 330,000 CY – Escambia County, FL – 3,700,000 CY
Patrick Gardner | GIS / Environmental		
MS – Fisheries & Aquatic Sciences BS – Marine Science 10 Years of experience	– Gadsden County, FL – 900,000 CY – SWA Palm Beach Co, FL – 3,200,000 CY – Fort Lauderdale, FL – 400,000 CY	– Chatham Co, GA – 1,400,000 CY – Baton Rouge, LA – 1,800,000 CY – South Carolina DOT – 3,000,000 CY

Thompson's proposed team has assisted some of the largest government agencies plan for disaster debris generating incidents, substantiate debris removal operations and recover and retain FEMA Public Assistance grant funding for debris removal, force account operations and complex infrastructure repair, replacement, and mitigation projects.

Debris Removal Monitor Labor Force Sourcing

Thompson's proposed staffing plan is designed to be flexible and scalable so that we can effectively and efficiently respond to the City's needs. We maintain a staff of full time and on-call disaster debris

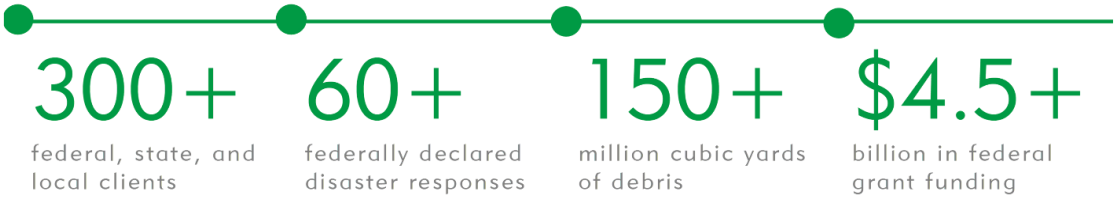
monitoring experts, consultants and supervisors that will be available to support the implementation and management of debris removal monitoring operations. In addition, Thompson maintains professional human resources and recruiting staff that have over 12 years of experience in disaster response and recovery services available to assist in identifying and placing personnel.

It is Thompson's intent to fill temporary debris monitoring positions with the City's qualified residents in need of work. Thompson will provide qualified residents with safety training and on the job training with experienced debris monitoring supervisors. Thompson is the only debris monitoring firm that performs motor vehicle operating record reviews and as-needed drug screenings for its temporary employees. This practice results in a team of monitors that is both safe and committed to quality. We will make sure that all local hires are properly trained prior to being deployed to monitor a debris removal crew. In addition, this effort will help residents participate in the City's recovery efforts with a meaningful impact and earn a competitive hourly wage.

In addition, Thompson maintains a network of more than 150 on-call debris removal monitoring managers and supervisors and more than 1,000 inspectors, Thompson has the personnel and experience to support the City's disaster recovery needs.

Disaster Response Experience

Thompson has provided disaster response and recovery services to over 300 federal, state, and local government entities in planning for and responding to a variety of disaster incidents, such as hurricanes, tornados, floods, ice storms, wildfires, earthquakes, oil spills and other natural disasters. Our emergency response and disaster recovery consultants have over 75 years of combined experience and have responded to some of the most devastating incidents to impact the United States in the last two decades. This work has resulted in the documentation of over 150 million cubic yards of debris and our clients successfully applying for and retaining more than $4.5 billion of federal grant funding for debris removal.



Thompson's consultants have performed debris monitoring and grant administration services for over 60 Federal Emergency Management Agency (FEMA) and Federal Highway Administration (FHWA) reimbursable federally declared disasters and emergencies. A summary of our experience over the last decade is provided in the table below, and a comprehensive staff experience matrix has been provided as Exhibit 1-2 following this section.

Table 1-2: Funding Administered by Disaster

Disaster	Year	Grant Funds Administered	Disaster	Year	Grant Funds Administered
Hurricane Idalia (FEMA DR-738, 4734)	2023	$46,400,000	Winter Storm Pax (FEMA DR-4166)	2014	$200,000,000

Disaster	Year	Grant Funds Administered	Disaster	Year	Grant Funds Administered
AL Severe Storms (FEMA DR-4684)	2023	$5,800,000	Hurricane Sandy (FEMA DR-4085-4086)	2012	$250,000,000
New Mexico Wildfires (FEMA DR-4652)	2022	TBD	Hurricane Isaac (FEMA DR-4080-4081)	2012	$2,000,000
Hurricane Ian (FEMA DR-4673)	2022	$311,100,000	Indiana Tornados (FEMA DR-4058)	2012	$2,500,000
KY Severe Storms (FEMA DR-4630)	2021	$138,700,000	Hurricane Irene (FEMA DR-4024)	2011	$4,500,000
Hurricane Ida (FEMA DR-4611)	2021	$283,300,000	Alabama Tornados (FEMA DR-1971)	2011	$25,000,000
Hurricane Zeta (FEMA DR-4576)	2020	$23,000,000	Iowa Flooding (FEMA DR-1763)	2010	$1,640,325
Hurricane Sally (FEMA DR-4563,4564)	2020	$180,000,000	MA Snow Storm (FEMA DR-1813)	2009	$896,475
Hurricane Laura (FEMA DR-4559)	2020	$48,000,000	Hurricane Ike (FEMA DR-1791)	2008	$445,504,160
Hurricane Dorian (FEMA DR-4465)	2019	$5,000,000	Hurricane Gustav (FEMA DR-1786)	2008	$19,374,540
Hurricane Michael (FEMA DR-4399, 4400)	2018	$40,000,000	Hurricane Dolly (FEMA DR-1780)	2008	$17,241,000
Hurricane Florence (FEMA DR-4393, 4394)	2018	$12,000,000	Missouri Ice Storm (FEMA DR-1676)	2007	$31,523,000
Hurricane Maria (FEMA DR-4339)	2017	$44,600,000	New York Winter Storm (FEMA DR-1665)	2006	$20,700,000
Hurricane Irma (FEMA DR-4337, 4338)	2017	$100,000,000	Hurricane Wilma (FEMA DR-1609)	2005	$214,491,000
Hurricane Harvey (FEMA DR-4332)	2017	$20,000,000	Hurricane Rita (FEMA DR 1606)	2005	$96,000,000
Hurricane Matthew (FEMA DR-4283-86)	2016	$100,000,000	Hurricane Katrina (FEMA DR 1602-1604)	2005	$914,304,040
Louisiana Severe Flooding (FEMA DR-4277)	2015	$65,000,000	Hurricane Ivan (FEMA DR-1551)	2004	$243,332,500
SC Severe Flooding (FEMA DR-4241)	2015	$35,000,000	Hurricane Frances (FEMA DR-1545)	2004	$5,000,000
Winter Storm Pandora (FEMA DR-4211)	2015	$750,000	Hurricane Charley (FEMA DR-1539)	2004	$97,085,850

Thompson's clients benefit from our long and consistent history in providing disaster response and recovery services through the incorporation of program management best practices gained over the years and understanding of current federal disaster recovery guidelines and procedures.

Successful Reimbursement Assistance

Thompson's clients benefit from our long and consistent history in providing disaster response and recovery services through the incorporation of program management best practices gained over the years and understanding of current federal disaster recovery guidelines and procedures. We have a comprehensive understanding of how agencies at the federal, state, and local levels coordinate during a recovery operation.

Hurricane Matthew – Florida, 2016: When addressing a multi-state disaster response such as Hurricane Matthew, Thompson's grant management consulting activations were spread across Florida from the Gulf to Atlantic coasts. Our clients included the City of Ormond Beach and City of Daytona Beach among others who continue to call upon Thompson in their time of need. Though primarily a debris-generating event, Thompson assisted clients with the preparation of projects for both emergency and permanent work, including building repairs, large debris removal claims and complex Category B force account emergency protective measure projects.

Hurricane Irma – Florida, 2017: Hurricane Irma was one of the largest storms to impact Florida since the 2004 hurricane season. Thompson assisted clients across the State, most notably Volusia County, the City of Lakeland, the Solid Waste Authority of Palm Beach, and the City of Fort Lauderdale. Thompson was tasked with documentation reconciliation, project development, cost estimating and closeout support for more than $100 million in FEMA Public Assistance reimbursement claims.

Hurricanes Laura, Sally & Zeta – Louisiana, Alabama & Florida, 2020: In the midst of the COVID-19 Pandemic, numerous Thompson clients were impacted by multiple hurricanes over a two-month period. In addition to Grant and Winn Parishes, Louisiana, both Orange Beach, Alabama and Escambia County, Florida were significantly impacted and suffered widespread debris, significant emergency protective measure costs and permanent damages. Thompson provided damage assessment, cost estimating support, invoice reconciliation, procurement assistance, PW submittal and other tasks to support simultaneous activations across the three states accounting for disaster recovery funding totaling over $160 million.

Hurricane Ian & Tropical Storm Nicole, 2022: The State of Florida suffered from the impacts of Hurricane Ian and Tropical Storm Nicole which occurred within months of each other and caused widespread damage. Thompson simultaneously assisted 28 of our clients in their debris removal operations and provided FEMA Public Assistance services including damage assessment, cost estimating support, invoice reconciliation, procurement assistance, PW submittal and other tasks to Brevard County, City of Fort Lauderdale, City of Port Orange, and the City of Ocoee.

Wildfire Support New Mexico, 2023: Following devastating wildfires that spread across New Mexico, the New Mexico Department of Transportation (NMDOT) selected Thompson to provide program management, disaster monitoring, and Public Assistance grant management services following wildfires, flooding, and mudflows that impacted the State. To date, Thompson has assisted the New Mexico Department of Transportation (NMDOT) with over $64 million in disaster related costs. This support has expanded to support cost recovery for State highways ($49M) as well as Mora and San Migel Counties ($10M), and cultural organizations including the New Mexico Acequia Association. As part of full-service grant management services, Thompson is also assisting the NMDOT with a $25 million FEMA Claims Office request related to State Highway damages.

Thompson's approach to providing disaster debris monitoring services begins with the desired outcome at the forefront of what we do: document debris removal in a manner to ensure maximum grant reimbursement to our clients. We will exercise judgment and expertise making every effort to limit services to those that will provide maximum reimbursement. Thompson encourages transparency with clients at every stage of the recovery process and will notify the City if at any time services provided may be ineligible for reimbursement.

FEMA Performance Record

Thompson is proud to have a **100%** success rate with adhering to FEMA Public Assistance regulations. Thompson does not have any closed, active, or pending FEMA disputes, audits, or lawsuits. In addition, Thompson is not aware of any denials for eligible service/work items performed for our clients.

Past Project Performance

The following select project examples highlight our staff's experience and capabilities performing similar services to the scope of work requested by the City and include several recent examples that demonstrate our experience and ability to guide local governments to meet the FEMA Public Assistance Program eligibility requirements for debris removal and monitoring.

22+

projects documenting over 1M CY of debris

In addition, many of these projects provide evidence of our ability to perform damage assessment, right-of-way monitoring, hazardous leaner/hanger removal, private property debris removal (PPDR), disposal site monitoring, solid and hazardous waste management, and FEMA reimbursement.

Aransas County, Texas — Sept. 2017 – Dec. 2018

Debris Removal Monitoring — Debris Quantity: 2,775,000 CY

Contact: Mike Geer, Emergency Management Coordinator
2840 Hwy 35 N, Rockport, TX 78382
361-556-5307 | mgeer@aransascounty.org

Project Value: $ 4,000,000

2017 Hurricane Harvey: Following the devastating impacts of Hurricane Harvey, Aransas County selected Thompson to assist in implementing and properly documenting debris removal operations throughout the County. Thompson was selected by the County for these services and immediately began project operations following a notice to proceed. Working closely with thy County and their designated debris removal contractor, Thompson, to date, has substantiated over 2.7 million cubic yards of right-of-way debris removal and nearly 75,000 cubic yards of special program debris removal from private property and parks collection.

City of Valdosta, Georgia — Sept. 2023 – Feb. 2024

Hurricane Debris Removal Monitoring — Debris Quantity: 728,000 CY

Contact: Richard Hardy, City Manager
216 E Central Ave., Valdosta, GA 31601
229-259-3500 | rhardy@valdostacity.com

Project Value: $ 891,400

2023 Hurricane Idalia: The City of Valdosta suffered from severe flooding and damage following Hurricane Idalia and without a stand-by debris removal monitoring contract in place, the City held an emergency procurement to select a qualified contractor. The City selected Thompson as their disaster recovery services provider, and Thompson deployed personnel and equipment to the City immediately. Thompson worked closely with the City and their selected debris removal contractor to carryout operations and ultimately monitored the removal of over 727,000 cubic yards of debris and the removal of over 850 hazardous trees and hanging limbs.

City of Fort Myers, Florida — Oct. 2022 – Mar. 2023 / Sept. – Dec. 2017

Disaster Debris Removal Monitoring — Debris Quantity: 973,000 CY

Contact: Nicole Monahan, P.E., City Engineer – Public Works
2200 Second Street, Fort Myers, FL 33901
239-321-7459 | nmonahan@cityftmyers.com

Project Value: $ 3,107,000

2022 Hurricane Ian: Thompson has maintained a stand-by debris monitoring services contract with the City of Fort Myers since 2017. Since then, Thompson has supported the City in preparedness efforts and maintained operational readiness in the event of a federally declared disaster or activation.

Thompson assisted the City with their debris removal operations following the impacts of Hurricane Ian. Thompson was able to immediately respond to the City following a notice to proceed and began training local residents as debris removal monitors. Overall, Thompson monitored, documented, and substantiated reimbursement for the removal of 640,000 cubic yards of debris and over 7,300 hazardous limbs and trees.

2017 Hurricane Irma: Following the devastating impacts of Hurricane Irma, the City activated Thompson to perform debris removal monitoring services. Thompson deployed resources and staff immediately to begin

debris removal operations as quickly as possible. Thompson monitored the removal of over 332,000 cubic yards of debris and 3,136 hazardous limbs and trees from the City completing operations in under 90 days.

City of Corpus Christi, Texas — March – Apr. 2021

Disaster Debris Removal Monitoring — Debris Quantity: 75,000 CY

Contact: Gabriel Maldonado, Contracts / Funds Administrator
2525 Hygeia St. Corpus Christi, TX 78415
361-826-1986 | GabrielM3@cctexas.com

Project Value: $ 166,000

2021 Severe Winter Storm: Thompson has maintained a stand-by debris removal monitoring and consulting contract with the City of Corpus Christi (City) since 2018. Thompson has continually supported the City since then with its planning and preparedness efforts. Recently, Thompson was activated following an unprecedented severe winter storm that produced freezing rain and vegetative damage. Thompson was able to respond to the City immediately and mobilize resources such as personnel and equipment, so that debris removal operations could begin expeditiously. Overall, Thompson monitored the removal of over 75,000 cubic yards of debris in just over 45 days.

New Mexico Department of Transportation — Oct. 2022 – Ongoing

Debris Removal & Acequias Assessment/Restoration Monitoring — Debris Quantity: 423,444 CY

Contact: John Romero P.E., Highway Operations Division Director
1120 Cerrillos Road, Santa Fe, NM 87504-1149
505-470-3777 | John.Romero4@dot.nm.gov

Project Value: $ 5,325,000

2022 Wildfires, Flooding, and Mudflows: Thompson was selected by the New Mexico Department of Transportation (NMDOT) to provide program management, disaster monitoring, and Public Assistance grant management services following wildfires, flooding, and mudflows in 2022. Thompson's initial assignment was the program management and monitoring of debris removal and fire-damaged trees from NMDOT roads and county roads in San Miguel and Mora Counties. Nearly 10,000 dead or dying trees were identified by Thompson arborists and removed by the NMDOT contractor. Thompson was also tasked by NMDOT to provide program management and monitoring services for acequias that entered into a Memorandum of Agreement (MOA) with NMDOT. Once an MOA was established, Thompson conducted site assessments of an acequia and worked with the NMDOT contractor to develop a detailed scope of work document that included the estimated linear feet for debris removal, access points, and types of equipment to be used to complete the work. The third phase of program management and monitoring services provided to NMDOT was the management and monitoring of Private Property Debris Removal (PPDR). FEMA and the United States Army Corps of Engineers requested NMDOT to take on the remaining and new applications for private property and structural demolition debris removal services. As a result, Thompson has been tasked with supporting NMDOT with the program management of PPDR projects. Thompson's PPDR services include parcel assessments, hazard tree assessments, asbestos testing, historic and environmental compliance reviews, and debris removal monitoring.

City of Bentonville, Arkansas — June 2024 - Present

Debris Removal Monitoring & Parks Projects — Debris Quantity: 209,329 CY

Contact: Mike Bender, P.E., Water Utilities Director
3200 SW Municipal Drive, Bentonville, AR 72712
479-271-3140 | mbender@bentonvillear.com

Project Value: $ 669,000

2024 Severe Storms, Flooding & Tornados: The State of Arkansas was impacted by several severe storms that produced numerous tornados and flash flooding due to increased and prolonged rainfall. The City of Bentonville activated Thompson to provide disaster debris removal monitoring services, and Thompson deployed equipment and personnel to begin hiring local debris monitors in order to begin recovery operations as quickly as possible. The City is well known for its expansive parks and trail systems and is considered one of the top destinations for mountain biking in the Nation drawing visitors from across the United States. Thompson has worked closely with the City and City debris removal contractors to expedite park and trail debris removal projects ultimately monitoring the removal of over 5,000 cubic yards of debris and over 300 hazardous limbs and trees from parks and trails in the first 14-days of the debris removal project.

Operations are ongoing as Thompson continues to support the City's recovery, and this far across the City including rights-of-way and facilities, Thompson has substantiated over 209,000 cubic yards of debris and over 500 hazardous limbs and trees.

City of Texas City, Texas — Sept. – Oct. 2017

Hurricane Harvey Debris Removal Monitoring — Debris Quantity: 22,400 CY

Contact: Mike Stump, Solid Waste Manager
3301 Loop 197, Texas City, Texas 77590
409-643-5817 | mstump@texas-city-tx.org

Project Value: $ 61,000

2017 Hurricane Harvey: Thompson was able to immediately respond to the City of Texas City following receipt of a notice to proceed after the impact of Hurricane Harvey caused wide-spread flooding throughout the City. Thompson was able to substantiate the removal of more than 22,000 cubic yard of construction and demolition debris from the City maintained rights-of-way. Through close coordination with the City's debris hauler, the debris mission was completed in less than 30 days.

City of Norman, Oklahoma — Nov. 2020 – Feb. 2021

Disaster Debris Removal Monitoring & Parks Projects — Debris Quantity: 572,000 CY

Contact: Shawn O'Leary, Public Works Director
201 West Gray, Bldg. A, Norman, OK 73069
405-366-5453 | shawn.oleary@normanok.gov

Project Value: $ 789,000

2020 Ice Storm: The City of Norman was severely impacted by a rare ice storm in 2020, causing widespread damage and generating large amounts of vegetative debris. Following an emergency procurement period, the City chose Thompson as their debris monitoring services contractor. Thompson was able to immediately deploy personnel and resources to the City in order to begin monitoring debris removal operations. Overall, Thompson substantiated the removal and disposal of over 572,000 cubic yards of debris on behalf of the City and over 10,000 hazardous limbs and trees.

Thompson supported the City in administering special debris removal programs including debris removal within City parks and gated communities. Over 4,150 cubic yards of debris and over 725 hazardous limbs and trees were removed from the City's parks.

City of Orange Beach, Alabama — Sept. 2020 – Mar. 2021

Debris Removal Monitoring, FEMA PA & Parks Projects — Debris Quantity: 665,000 CY

Contact: Nicole Woerner, Emergency Management Coordinator
4099 Orange Beach Blvd, Orange Beach, Alabama 36561
251-981-1063 | nwoerner@orangebeachal.gov

Project Value: $ 1,188,000

Thompson has served as the disaster debris monitoring and grant management consulting firm for the City of Orange Beach since 2014. While the City was fortunately spared from significant disaster-related damages until 2020, Thompson was activated for both debris monitoring and grant management consulting services in response to Hurricane Sally.

2020 Hurricane Sally: Thompson deployed to Orange Beach immediately following Hurricane Sally to provide debris monitoring support. This included documenting a complex debris removal operation including right-of-way debris removal as well as the removal of hazardous leaning trees and hanging limbs, hazardous waste, vessels, waterway debris and sand reclamation, and debris removal throughout City maintained trails. Thompson monitored the removal of over 665,000 cubic yards of debris and over 7,900 hazardous hanging and leaning trees and limbs. This included the substantiation of approximately 19,500 cubic yards of debris and 1,488 hazardous limbs and trees from City trails.

In addition to oversight of the debris removal operation, which accounted for the largest portion of the City's expenditures, Thompson was tasked with grant management consulting services related to the recovery of FEMA Public Assistance (PA) funding and Hazard Mitigation Grant Program (HMGP) funding.

City of Lake Jackson, Texas — Sept. – Oct. 2017 / Sept. – Oct. 2021

Disaster Debris Removal Monitoring — Debris Quantity: 80,000 CY

Contact: Modesto Mundo, City Manager
25 Oak Drive, Lake Jackson, TX 77566
979-415-2500 | mmundo@lakejacksontx.gov

Project Value: $ 97,000

2021 Tropical Storm Nicholas: Prolonged rainfall and severe winds from Tropical Storm Nicholas caused extensive damage throughout Texas communities. The City of Lake Jackson again activated Thompson's stand-by debris monitoring contract and Thompson mobilized to begin debris removal operations. Thompson monitored the removal of approximately 76,000 cubic yards of debris.

2017 Hurricane Harvey: Following the impacts of Hurricane Harvey, the City looked to Thompson to provide disaster debris removal monitoring services. The City experienced severe flooding, and Thompson was able to substantiate over 4,000 cubic yards of construction and demolition debris in less than thirty (30) days.

City of Daytona Beach, Florida — 2016, 2017, 2022

Debris Removal Monitoring & FEMA PA Support — Debris Quantity: 927,000 CY

Contact: David Waller, Deputy Public Works Director
950 Bellevue Avenue, Daytona Beach, FL 32115
386-671-8681 | wallerd@codb.us

Project Value: $ 1,400,000

2022 Hurricane Ian: Thompson was activated by the City of Daytona Beach (City) to provide disaster debris monitoring services following the impacts of Hurricane Ian. The City suffered from extensive wind damage and storm-surge impacting sea walls. Thompson was able to mobilize immediately deploying personnel and equipment to begin debris removal operations including right-of-way debris removal and the removal of hazardous leaning trees and hanging limbs. Throughout project operations, Thompson monitored the removal of over 409,000 cubic yards of debris and 3,450 hazardous trees and limbs from the City.

2017 Hurricane Irma: Following Hurricane Irma, the City once again activated Thompson to provide disaster debris removal monitoring and FEMA PA services. Thompson immediately began coordinating with the City's debris removal contractor to determine crew configurations and onboarding local residents for debris removal monitor positions. Thompson monitored and documented the removal of over 118,000 cubic yards of debris, completing operations in less than three months.

2016 Hurricane Matthew: Thompson assisted the City with their debris removal operations and FEMA PA activities following the devastating impacts of Hurricane Matthew. Thompson immediately responded to the City following the passing of Hurricane Matthew to begin on-boarding and training local residents as debris removal monitors. Overall, Thompson monitored, documented, and substantiated reimbursement for the removal of 400,000 cubic yards of debris. In addition, Thompson has assisted the City with the identification of eligible projects, provided FEMA policy and process guidance, and continues to provide hands-on support to prepare and review documentation and FEMA project worksheets. Thompson's FEMA PA consultants have a seven-year history of performance with the City.

DDMP Update: In 2015 the City Public Works Department contracted Thompson to assist in updating their existing Disaster Debris Management Plan to meet current FEMA guidelines. The updated DDMP defines debris management roles and responsibilities and policies and procedures the City will refer to following a debris generating incident. Thompson also conducted validity assessments of the City's pre-identified temporary debris management site locations.

Programmatic Qualifications

Debris Removal Programs

Thompson's proposed team of disaster response and recovery experts have responded to some of the most devastating natural disasters to impact the United States in the last decade. Each team member has served in a variety of recovery operations roles and has real-world experience managing and supporting special disaster recovery programs to include right-of-way (ROW), private property/right-of-entry (ROE) work, waterways clean-up and reimbursement, leaning tree and hanging limb removal, hazardous material removal, vessel and vehicle recovery, asbestos abatement, data management and hauler invoice reconciliation and contracting, and FEMA appeals assistance. Thompson's consultants have experience with all of the following disaster recovery programs.

Debris Removal Monitoring

- Debris hauling vehicle certification (volumetric)
- Right-of-Way debris collection
- Debris management site operations
- Leaning tree, hanging limb, and hazardous stump removal
- Parks debris removal
- Private property debris removal
- Right-of-Entry (ROE) administration
- Waterway debris removal monitoring
- Beach and shoreline restoration
- Data management
- Document management
- Progress reporting
- Contractor invoice reconciliation and payment recommendation
- Vessel and vehicle recovery
- Asbestos abatement
- Health and safety monitoring
- Multi-jurisdictional coordination/scheduling
- Damage claim resolution
- Disaster recovery monitoring with handheld devices
- Hazardous material removal
- GIS reporting
- Cost recovery/grant applications

Special Services Debris Removal Programs

Thompson's consultants consider special debris removal programs such as private property/right of entry work, waterways clean-up, demolition management, vessel, and vehicle recovery, etc. as service offerings that our clients expect following a disaster event. Thompson's consultants have extensive and unique experience with private property debris removal and demolition housing initiatives, including the management of many of the largest multi-phase, multi-property demolition and housing initiatives in

the United States over the past ten years. In addition, Thompson has extensive waterway/coastal recovery experience, including waterway, wetland and beach sand removal and restoration monitoring. A sample of Thompson's extensive experience with special debris removal monitoring programs includes, but is not limited to:

- New Mexico Department of Transportation: Acequia Debris Removal Program
- Puerto Rico Infrastructure Financing Authority: Private Property Debris Removal and Demolition
- City-Parish of East Baton Rouge: C&D, HHW, E-Waste, White Goods
- SC Department of Transportation: Leaning Trees/Hazardous Limbs
- New York City: Abandoned Vehicle Recovery
- Hancock County: Animal Carcasses
- Sevier County: Private Property Debris Removal
- City of Tuscaloosa: Structural Demolitions
- City of Gulfport: Food Waste
- City of Fort Lauderdale: Beach Sand Removal and Restoration
- Alabama State Port Authority: Wetland Debris Removal
- Aiken County, South Carolina: Waterway Debris Removal

Thompson has extensive experience working closely with various federal, state and local agencies, including departments of transportation, environmental protection, FEMA, FHWA and the NRCS to monitor special debris removal programs.

Experience and Knowledge of Environmental Requirements

In addition to our disaster related debris removal monitoring and grant administration experience, Thompson stands fully equipped and prepared to assist the City as needed with services related to permitting, solid waste management, hazardous waste management, asbestos abatement, lead based paint testing and other environmental and engineering inspection requirements. Our Environmental Group was established in 1982 and is comprised of **30+** environmental engineers, water/wastewater engineers, geologists, biologists, NEPA specialists, GIS specialists, soils scientists, hazardous materials managers, asbestos and lead-based paint specialists, storm water and erosion control experts, safety professionals, inspectors, and technicians.

Disaster Cost Recovery and Reimbursement Processes

Thompson's consultants are well versed in federal program compliance regulations and policy for FEMA and other federal agencies. Our consultants thoroughly understand the programs, policies, and regulations related to disaster reimbursement and will use this knowledge to aid in the recovery and reimbursement of all eligible debris and other related project costs. Thompson's goal is to promote an effective recovery in the most efficient amount of time while focusing on the end product of reimbursement though compliance with all applicable federal, state and local regulations.

Public Assistance Program Consulting Services

- Preliminary damage assessment (PDA) data management tool development (categories A-G)
- Collection and compilation of PDAs
- Damage site surveying (photography, GPS, condition reports, cost estimation, etc.)
- Small/large project formulation and scoping

- Applicant kickoff meeting facilitation
- Debris staging site consultation (environmental, logistical, etc.)
- Project worksheet development
- Housing inventory damage assessment
- Direct administrative cost (DAC) support
- Alternate / improved projects
- Section 406 mitigation consultation
- Procurement assistance
- Expenditure review/approval and reconciliation
- EMMIE monitoring/support
- FEMA appeals assistance

Grant Application, Administration, and Management

Thompson's experience in supporting recovery efforts for local and state governments spans three decades and accounts for the administration of more than $4.5 billion in federal grant funding. Our consultants can draw upon their knowledge and experience in working with over eight different federal grant funding agencies and 15 grant programs, including the following:

- Federal Emergency Management Agency
  - Public Assistance (PA)
  - Hazard Mitigation Grant Program (HMGP)
  - Pre-disaster Mitigation (PDM)
  - Flood Mitigation Assistance (FMA)
- Federal Highway Administration (FHWA)
  - Emergency Relief (ER)
- Environmental Protection Agency (EPA)
- Department of Housing & Urban Development
  - Community Development Block Grant
  - HOME Investment Partnership Program
- Natural Resources Conservation Service (NRCS)
  - Emergency Watershed Protection (EWP)
- Small Business Administration (SBA)
- Department of Agriculture (USDA)

Debris Management Planning

Thompson has leveraged the lessons that we have learned from managing previous disaster debris programs as well as our strong regulatory knowledge and capabilities to develop several comprehensive debris management plans (DMP). Thompson works closely with our clients throughout the DMP development process to make certain the resulting plan is both in accordance with the Federal Emergency Management Agency (FEMA) Public Assistance Program and Policy Guide and contains the components critical to the success of a debris removal operation.

Though conceptually similar, Thompson understands that each DMP will vary to reflect the intricacies and needs of our clients. Our plan development process is scalable and flexible depending on the need for developing a new plan or updating an existing plan; or the need for selecting and validating potential debris management sites (DMS) or to have existing sites reviewed and permitted by specific state agencies. Typically, the geographic size, population characteristics, propensity for and type of disaster, and many other factors dictate the complexity of a DMP.

Safety Performance

Thompson employees are trained to put the safety of anyone on a jobsite above all else – even a project timeline. Our behavioral-based program enables employees to conduct risk assessments to identify and control or eliminate hazards. Most importantly, our employees are authorized and required to stop work when safety is compromised. Our employees work in a variety of environments, from the field to the office. We believe that the health and safety of our employees are best protected when our activities are properly planned, so we work in advance to determine the different types of training and information our employees need.

When engaged by a client, Thompson will prepare and implement a Health, Safety, and Environmental (HSE) Execution Plan which details project and site-specific precautions to be taken to avoid and mitigate the risk of hazards associated with work performed in the elements, around heavy equipment, near possible vehicle traffic, on or near water, and around hazardous or dangerous materials.

The purpose of this document is to provide personnel representing Thompson on a project with a framework for health and safety execution so that they can perform their field duties safely and responsibly and understand the procedure for reporting unsafe work conditions, incidents, and injuries. Disaster debris operations require site-specific safety precautions relating to the management of disaster debris collection and disposal services, as well as hazardous tree and limb removal services and associated activities. The HSE plan will help promote incident and injury free disaster debris and hazardous tree removal monitoring operations.

We have included the last three (3) years of our OSHA safety logs as evidence of our exemplary safety history in Exhibit 1-3 following this section.

Mitigating Operational Risks & Challenges

Thompson has drawn on years of experience performing disaster debris removal monitoring services and has incorporated best practices in mitigating a variety of risks associated with these services. Thompson invests considerable resources in technologies to support efficient debris removal monitoring including the Thompson Data Management Suite (TDMS) a critical component to ensuring quality data captured for reimbursement by FEMA. Section 3 and 4 of our proposal response detail how we utilize TDMS to capture, review, and present quality data in a FEMA audit-ready format.

Data Redundancy, Security and Accessibility

Redundancy

Thompson utilizes the latest technologies and scalable enterprise relational database management systems (RDMS) for data management. All production databases reside on Thompson owned, dedicated, and collocated servers in a Tier 3 data center that provides redundant power, space and internet connectivity.

Field level data collection with TDMS units are stored with Extensible Markup Language (XML) and stored in multiple locations on the localized device, middle tier servers, web servers and database servers. Middle tier processes control the batch level processing of the XML transactions with full rollback capabilities. The relational databases contain Globally Unique Identifiers (GUID) for all database table primary keys and foreign keys in a normalization concept of fourth normal form (4NF), adhering to the highest professional data standards.

Security

Thompson takes a proactive approach to ADMS management by utilizing real time analytics in the field. Software is utilized on tablets that manage staff, truck and disposal site locations while analyzing real time trip times, departures, and productivity. Operational analytic reports are used throughout daily operations to identify possible outliers for investigation.

In the event an ADMS unit is compromised, all load tickets for that day are immediately marked as ineligible and transferred to an investigation queue for review. Investigations typically will span 7 – 14

days of tickets in search of anomalies or fraud by desktop audit and then progressing to a field audit, depending upon findings. All findings are presented to the Contractor and Client for review and can be disputed and re-evaluated by either party.

Accessibility

Thompson provides access to TDMS*portal* which houses all information related to a project in a user-friendly web interface (not just an FTP file share type site). TDMS*portal* contains real time access to all field data as well as project maps, reports, invoices, and other administrative functions. All data can be downloaded in excel or as a zipped package (include excel exports, ticket image PDFs, photographs, etc.). TDMS*portal* has been developed specifically with the end goal of easily exporting all FEMA Project Worksheet related documents from a single source following the completion of the removal operations.

Bonding Capacity

Thompson's financial condition and credit rating is "Excellent" through our banking institution, and we consistently maintain a bonding capacity of over $25 million. Thompson has provided a letter from our Surety attesting to our bonding capacity in Exhibit 1-4 following this section.

Litigation & Contract History

Thompson does not currently have and has not had in the previous three (3) years, any settled or pending litigation or claims; nor has Thompson Consulting Services, LLC been a party to any lawsuit or arbitration with regard to a contract for services similar to those requested in the specifications.

Furthermore, Thompson Consulting Services has never failed to respond to a project or provide the goods for which it has been contracted, nor had any contract cancelled or terminated unfavorably.

EXHIBIT 1-1: KEY PERSONNEL RESUMES

thompson
CONSULTING SERVICES

Jon Hoyle

President

FIRM

Thompson Consulting Services
2601 Maitland Center Parkway
Maitland, Florida 32751

EDUCATION

BA: International Relations
MBA: Management and Finance

EXPERIENCE

19 years

PROGRAM EXPERIENCE

FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G) | FEMA Hazard Mitigation Grant Program (404 and 406) | FHWA ER Program | CDBD Disaster Recovery | CDBG Housing

Mr. Hoyle has 19 years of experience providing management and oversight for disaster response and recovery efforts and grant writing administration / program management throughout the United States. He has managed 150 projects under contracts that total over $2.5 Billion in grant administration and recovery efforts that required the mobilization of over 10,000 field and professional personnel.

PROJECT EXPERIENCE

Hurricane Ida, Disaster Recovery Operations, State of Louisiana, 2021 – 2022 | Mr. Hoyle served as principal-in-charge during Thompson's state-wide mobilization in response to Hurricane Ida. Thompson conducted debris removal monitoring operations on behalf of 13 unique clients simultaneously. Mr. Hoyle ensured contract obligations were met and cost controls were closely monitored for all ongoing projects. Overall, Thompson monitored the removal of over 11.7M cubic yards of debris as of Hurricane Ida.

Escambia County, Florida, Hurricane Disaster Debris Removal Monitoring, 2020 – 2021 | Mr. Hoyle served as the principal-in-charge for Escambia County, Florida following Hurricane Sally. He was responsible for over-seeing cost controls for projects and maintaining contract obligations. Thompson provided FEMA reimbursement support as well as debris removal monitoring and substantiation for over 4M cubic yards of construction, demolition, and vegetative debris.

Puerto Rico Department of Transportation and Public Works (DTOP), Hurricane Maria, 2017 - 2018 | Hurricane Maria is regarded as the worst natural disaster on record to impact Puerto Rico. Following the devastating impacts of the storm Mr. Hoyle worked with DTOP to ensure proper procurement measures were in place to solicit and begin disaster debris removal and monitoring services. Ultimately, Thompson began performing debris monitoring services in three DTOP zones. Mr. Hoyle oversaw the establishment of project operations and is responsible for contract obligations and cost controls.

Hurricane Irma, Disaster Recovery Operations, State of Florida, 2017 - 2018 | Mr. Hoyle served as principal-in-charge during Thompson's state-wide mobilization in response to Hurricane Irma. Thompson conducted debris removal monitoring operations on behalf of 45 unique clients simultaneously. Mr. Hoyle was responsible for contract obligations and cost controls for all projects. Thompson provided debris monitoring and substantiation for more than 11.6M cubic yards of debris as a result of Hurricane Irma.

Hurricane Matthew, Disaster Recovery Operations, Multiple States, 2016 - 2017 | Mr. Hoyle served as principal-in-charge during Thompson's multi-state mobilization in response to Hurricane Matthew. Thompson conducted debris removal monitoring operations in five (5) states and 23 unique clients simultaneously. Mr. Hoyle was responsible for contract obligations, cost controls, and FEMA Category A&B reimbursement for all projects. Thompson provided debris monitoring and substantiation for more than 3.2M cubic yards of debris as a result of Hurricane Matthew.

South Carolina Department of Transportation, Severe Flooding, 2015 - 2016 | Mr. Hoyle again served on the Thompson management team during the SCDOT's response to statewide severe flooding. He was responsible for contract obligations, cost controls, and FEMA Category A&B reimbursement for all projects. Thompson provided debris

monitoring services on behalf of the SCDOT in 11 counties as well as FEAM PA services to identify and document damages to approximately 600 sites and prepared and submitted both large and small project worksheets totaling over $35,000,000 and including hazard mitigation measures.

Putnam, Fentress and Overton Counties, Tennessee, Sever Winter Storm, 2015 | Mr. Hoyle served as the Principal-in-Charge during for all projects following a regional ice storm that impacted Tennessee. He managed and ensured all contracts and task orders were processed and implemented.

South Carolina, Winter Storm Pax Regional Response and Disaster Recovery, 2014 | Winter Storm Pax impacted the State of South Carolina generating widespread vegetative disaster debris. Thompson was activated by the South Carolina Department of Transpiration (SCDOT), Georgetown, Marion, Williamsburg, Aiken and Allendale Counties to provide debris removal monitoring services. Mr. Hoyle served on the Thompson management team responsible for contract obligations, cost controls, and FEMA Category A&B reimbursement for all projects. Thompson monitored, documented, and substantiated reimbursement for the removal of over 2,900,000 cubic yards of debris and the removal of 400,000 hazardous limbs and trees.

Louisiana and Mississippi, Hurricane Isaac Regional Response and Disaster Recovery, 2012 | In August 2012, Hurricane Isaac struck the Louisiana and Mississippi gulf coast with Category 1 strength winds and 24 hours of sustained rainfall. Mr. Hoyle served on the Thompson debris program team responsible for mobilizing and deploying project staff and resources to multiple jurisdictions along coastal Mississippi and Louisiana, including Jackson and Hancock County, MS, and Terrebonne Parish and Denham Springs, LA. In all, Thompson's field monitoring efforts documented and substantiated reimbursement for the removal of nearly 100,000 cubic yards of debris from roadways, canals, and beaches.

Virginia Department of Transportation (VDOT), Multiple Locations, Hurricane Recovery Debris Monitoring, 2011 | In the wake of Hurricane Irene the VDOT called upon their pre-position contractors to assist it with collecting and disposing of debris strewn about its rights-of-way in the Central and Eastern regions of the State. Thompson was tasked with providing debris removal monitoring services in the Ashland, Chesterfield, Petersburg, South Hill, and Saluda Residencies, which included a territory of 23 Counties. Mr. Hoyle served as the Principal-In-Charge acting as the liaison officer between the VDOT's pre-positioned contractors and the field management team.

Alabama Department of Conservation and Natural Resources (ADCNR), Disaster Management and Debris Monitoring, Alabama, 2011 | Mr. Hoyle served as the Project Manager for the disaster management and debris monitoring at Guntersville, Buck's Pocket, and Morgan's Cove State Parks following the crippling tornados of April 2011. The campgrounds were totally destroyed and massive amounts of debris were scattered in the roadways, trail systems, and fire lines. At peak, 90 crews were mobilized, managed, and monitored. Contract value totals $1.5-million.

Calhoun County, Alabama, Tornado Recovery Operations, 2011 | During April of 2011, north/central Alabama, eastern Mississippi, northwest Georgia, and southeast Tennessee, were struck with a record-breaking number of crippling, deadly tornados. Thompson was selected by Calhoun County to provide disaster response and recovery consulting services including grant administration and debris removal monitoring. Mr. Hoyle served as the Principal-In-Charge while supporting the field management team's efforts to aid the County in a swift recovery.

Texas and Louisiana, Hurricane Ike Long Term Recovery, Infrastructure Repair and Grant Management Administration, 2008-2011 | Following the devastating impact that Hurricanes Ike made on the Texas and Louisiana coast, Mr. Hoyle implemented and managed over 15 large long term recovery, infrastructure repair, and grant administration programs in Texas and Louisiana and helping obtain over $250 million FEMA PA, FHWA ER, and CDBG DR funds on behalf of local governments and agencies such as the Port of Galveston, City of Galveston, and Texas Department of Transportation.

Norman, Oklahoma, Ice Storm Deployment, 2008 | Following a crippling ice storm in Norman, Oklahoma in 2008, Mr. Hoyle served as the Principal in Charge for a program to document and account for contracted response, recovery, and debris removal operations initiated by the City. The effort documented and substantiated over $3 million worth of eligible FEMA and FHWA funding.

Florida and Mississippi, Hurricane Deployment, Hurricane Katrina, 2005-2007 | Mr. Hoyle deployed teams to simultaneously respond to multiple local governments in Florida and Mississippi to provide debris monitoring and grant administration assistance. The effort documented and substantiated the removal of over 5,000,000 cubic yards of debris, representing $175 million of FEMA and FHWA reimbursement to local governments.

Nathaniel Counsell

Executive Vice President

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EDUCATION
BA: Economics
MBA: International Business

EXPERIENCE
19 years

PROGRAM EXPERIENCE

FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G) | FEMA Hazard Mitigation Grant Program (404 and 406) | FEMA Severe Repetitive Loss Program | FHWA ER Program | CDBD Disaster Recovery | CDBG Housing

Mr. Counsell has 19 years of experience providing management and oversight for disaster response and recovery efforts throughout the United States. He has managed 80 projects under contracts that total over $1.5 Billion in recovery efforts that required the mobilization of over 5,000 field and professional personnel.

PROJECT EXPERIENCE

Lee County, Florida, Hurricane Ian Disaster Recovery Operations, 2022 – 2023 | Mr. Counsell served as the principal-in-charge / corporate resource officer for Lee County, Florida following the large-scale impacts of Hurricane Ian in 2022, one of the deadliest hurricanes to impact the State of Florida. Mr. Counsell worked closely with the County and the County's debris removal contactor ensuring all projects had the resources necessary to implement monitoring operations. Thompson substantiated the removal of over 5.7 million cubic yards of debris from the County. Additionally, Thompson has monitored the removal of over 43,450 hazardous limbs and trees throughout the County.

City of Mobile, Alabama, Hurricane Disaster Debris Removal Monitoring, 2020 - 2021 | Mr. Counsell served as the principal-in-charge / corporate resource officer for the City of Mobile following the effects of Hurricane Sally. Severe flooding produced large amounts of construction, demolition, and vegetative debris, and Thompson monitored the removal of over 660,000 CY of debris from the City. Mr. Counsell ensured all projects had the resources necessary to implement monitoring operations including special debris removal programs involving City parks and the environmental preservation of historical flora.

Solid Waste Authority of Palm Beach County (SWA), Hurricane Irma, 2017 - 2018 | Mr. Counsell served as the principal-in-charge / program manager to coordinate debris monitoring and disposal operations throughout the county, this included performing monitoring services for 18 communities within the County and documenting all disposal loads brought to the SWA's landfills. Overall Thompson provided the substantiation for more than 3M cubic yards of debris as a result of Hurricane Irma.

Hurricane Irma, Disaster Recovery Operations, State of Florida, 2017 - 2018 | Mr. Counsell served as the principal-in-charge / corporate resource officer during Thompson's state-wide mobilization in response to Hurricane Irma. Thompson conducted debris removal monitoring operations on behalf of 45 unique clients simultaneously. Mr. Counsell ensured all projects had the resources necessary to implement monitoring operations for all projects and programs. Thompson provided debris monitoring and substantiation for more than 11.6M cubic yards of debris as a result of Hurricane Irma.

Louisiana Severe Flooding, City of Baton Rouge, Parish of East Baton Rouge and Denham Springs, LA, 2016 - 2017 | Mr. Counsell served as the principal-in-charge / corporate resource officer for the City of Baton Rouge, Parish of East Baton Rouge and Denham Springs disaster recovery operations conducted by Thompson. Each of these communities were severely impacted by massive flooding and required specialized debris removal programs. Recovery operations in the City / Parish of East Baton Rouge resulted in the collection of over 1.9M cubic yards of construction and demolition debris, the largest C&D removal program since Hurricane Katrina. Over 90% of the City of Denham Springs was impacted by flooding resulting in 250,000 CY of debris collected. Both projects also required extended ROW debris removal and Thompson worked with

each community to implement a private property debris removal (PPDR) program. Mr. Counsell ensured all projects had the resources necessary to implement monitoring operations for all programs. He also worked closely with the leadership of each community to address public information concerns and worked closely with the debris removal contractors to assist in organized debris removal operations.

South Carolina Department of Transportation, Severe Flooding, 2015 | Mr. Counsell served as the corporate resource officer during the SCDOT's response to statewide severe flooding. Mr. Counsell ensured all projects had the resources necessary to implement debris removal monitoring in 11 counties throughout the State.

South Carolina, Winter Storm Pax Regional Response and Disaster Recovery, 2014 | Winter Storm Pax impacted the State of South Carolina covering various regions of the State in up to 1.5" of ice which generated widespread vegetative disaster debris. Thompson was activated by the South Carolina Department of Transpiration (SCDOT), Georgetown, Marion, Williamsburg, Aiken and Allendale Counties to provide debris removal monitoring services. Mr. Counsell served on the Thompson management team responsible for contract obligations, cost controls, and FEMA Category A&B reimbursement for all projects. Thompson monitored, documented, and substantiated reimbursement for the removal of over 2,900,000 cubic yards of debris and the removal of 400,000 hazardous limbs and trees.

Louisiana and Mississippi, Hurricane Isaac Regional Response and Disaster Recovery, 2012 | In August 2012, Hurricane Isaac struck the Louisiana and Mississippi gulf coast with Category 1 strength winds and 24 hours of sustained rainfall. Mr. Counsell served on the Thompson financial team responsible for contract cost controls and FEMA Category A&B reimbursement for multiple jurisdictions along coastal Mississippi and Louisiana, including Jackson and Hancock County, MS, and Terrebonne Parish and Denham Springs, LA. In all, Thompson's data and financial management efforts authorized nearly a $1,000,000 of eligible contractor payments and substantiated reimbursement for the removal of nearly 100,000 cubic yards of debris from roadways, canals, and beaches.

Virginia Department of Transportation (Multiple Locations), Hurricane Recovery and Debris Removal, 2011 | In the wake of Irene, the Virginia Department of Transportation (VDOT) called upon their pre-position contractors to assist it with collecting and disposing of debris strewn about its rights-of-way in the Central and Eastern regions of the State. Thompson was tasked with providing debris removal monitoring services in the Ashland, Chesterfield, Petersburg, South Hill, and Saluda Residencies, which included a territory of 23 Counties. Mr. Counsell served as Project Manager for this engagement and oversaw all debris monitoring operations.

Calhoun County, Alabama, Tornado Disaster Debris Monitoring, 2011 | Mr. Counsell served as the Project Manager for disaster debris removal monitoring following the crippling tornados of April 2011. The project involved monitoring right-of-way collection of vegetative and construction and demolition (C&D) debris throughout the County and administering and monitoring contracted debris removal from private property through a right-of-entry (ROE) program as part of Operation Clean Sweep administered by FEMA and AEMA. Contract value totals $3-million.

New Orleans, Louisiana, FEMA Funded Commercial and Residential Demolition Program, 2007-2009 | Between 2007 and 2009, Mr. Counsell served as the Program Manager of the City of New Orleans residential and commercial demolition program, helping the City design and implement a multi-phase process for the identification, historical review, decommissioning, demolition, and disposal of over 1,500 residential and commercial structures located throughout the City. The program required coordinated cost tacking to 5 large Project Worksheets totaling over $50 million in FEMA Public Assistance Funding.

Louisiana and Texas, Hurricane Deployment, Hurricanes Dolly, Gustav, and Ike, 2008-2010 | Following the devastating impact that Hurricanes Dolly, Gustav, and Ike made on the Texas and Louisiana coast, Mr. Counsell deployed, implemented, and executed 10 large scale debris monitoring and grant administration programs in Texas and Louisiana and helped obtain $250 million FEMA PA, FHWA ER, and CDBG DR funds on behalf of local governments and agencies such as Terrebonne Parish, City of New Orleans, and City of Houston.

South Florida, Hurricane Deployment, Hurricane Wilma, 2005-2006 | Mr. Counsell deployed teams to simultaneously respond to 17 local governments in Broward, Miami-Dade, and Monroe County, FL to provide debris monitoring and grant administration assistance. The effort documented and substantiated the removal of over 5,000,000 cubic yards of debris, representing $175 million of FEMA and FHWA reimbursement to local governments.

Simon Carlyle

Vice President

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EXPERIENCE

18 years

PROGRAM EXPERIENCE

FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G) | FEMA Hazard Mitigation Grant Program (404 and 406) | FHWA ER Program | HUD CDBD Disaster Recovery | HUD CDBG Housing

Mr. Carlyle has 18 years of experience providing management and oversight for disaster response and recovery efforts throughout the United States. He has managed over 30 of the most devastating disaster events in Florida, Texas, Alabama, Virginia, Louisiana, South Carolina, Georgia, and Mississippi. Mr. Carlyle has extensive experience in all stages of disaster recovery and has a thorough knowledge of federal, state, and local policies.

PROJECT EXPERIENCE

New Mexico Department of Transportation, Wildfire and Mudflows 2022-2023 | Mora and San Miguel County, New Mexico were severely impacted by wildfire and mudflows in 2022. Following the completion of a United States Army Corps of Engineers debris removal program, the New Mexico Department of Transportation (NMDOT) was tasked with completing remaining Private Property Debris Removal (PPDR) and demolition activities. Mr. Carlyle served as client liaison acting as the direct point of contact to address the NMDOT's needs during project operations.

State of Florida – Multiple Communities, Hurricane Ian, 2022 – 2023 | Mr. Carlyle served as the client liaison during mobilization efforts in response to the devastating impacts of Hurricane Ian. Mr. Carlyle managed multiple projects communicating with clients directly to address schedules and unique project goals/expectations. Thompson assisted 27 clients simultaneously the state and documented the removal of over 11.5M cubic yards of demolition and vegetative debris.

Virginia Department of Transportation, Severe Winter Storm Debris Removal Monitoring, 2021 | Mr. Carlyle served as client liaison for the Virginia Department of Transportation where he provided senior management oversight, coordinated staffing and logistics support, ensured unique health and safety plan was executed and oversaw and audited daily reporting.

State of Louisiana – Multiple Communities, Hurricane Laura, 2020 - 2022 | Mr. Carlyle served as the regional manager to multiple cities and parishes following the devastating effects of Hurricane Laura. He coordinated and provided support during debris monitoring and disposal operations throughout the state.

State of South Carolina – Multiple Communities, Tornado Recovery Operations, 2020 | Mr. Carlyle served as the regional manager during mobilization in response to an unprecedented number of tornados affecting the state. Following the tornado outbreak, Mr. Carlyle managed multiple projects overseeing debris removal operations and debris site quality control.

State of South Carolina – Multiple Communities, Hurricane Dorian Recovery operations, 2019 | Following the effects of Hurricane Dorian, an extremely powerful Category 5 hurricane, Mr. Carlyle served as the regional manager for multiple clients across the state. Mr. Carlyle provided program oversight, order preparation and quality assurance measures.

Jefferson County & Orange County, Texas, Tropical Storm Imelda Disaster Recovery Operations, 2019 | Mr. Carlyle served as regional manager on behalf of Jefferson County and Orange County, Texas following the devastating effects of Tropical Storm Imelda. The storm caused wide-spread flooding and produced large quantities of debris throughout the state. Mr. Carlyle assisted the counties in the removal and substantiation of over 100,000 cubic yards of debris.

Lee County, Alabama, Tornado Disaster Recovery Operations, 2019 | Mr. Carlyle served as the project manager for Lee County after it was impacted by one of the most fatal and highly destructive tornadoes in recent history. Mr. Carlyle was able to mobilize to the County within hours of a notice-to-proceed and began immediate coordination with local, state and federal officials. Mr. Carlyle worked closely with the County and the County's debris hauler to develop a debris removal strategy and schedule.

Southwest Georgia – Multiple Communities, Hurricane Michael Response and Disaster Recovery, 2018 – 2019 | Hurricane Michael was an extremely destructive Category 5 storm that impacted multiple states across the panhandle including Georgia. Mr. Carlyle served as a regional manager under a team providing debris monitoring and documentation under the United States Army Corps of Engineers. Mr. Carlyle oversaw field operations and served in a client liaison role.

State of Florida – Multiple Communities, Hurricane Irma Recovery and Debris Removal Monitoring, 2017 – 2018 | Mr. Carlyle served as regional manager on behalf of nearly 20 cities and counties in the state of Florida following the impacts of Hurricane Irma. As regional manager, Mr. Carlyle was responsible for communicating with various city and county administrators, scheduling debris removal operations, overseeing training, project staffing and data management, ensuring that debris and documentation remains accurate, representing clients in meetings with State and Federal officials, and coordinating government agency meetings.

State of Texas – Multiple Communities, Hurricane Harvey Disaster Debris Monitoring & Recovery Services, 2017 – 2018 | Mr. Carlyle served as the regional manager for disaster debris removal monitoring in multiple cities and counties following Hurricane Harvey. Mr. Carlyle worked directly with impacted cities, counties, and respective communities, scheduling debris removal operations and task orders, and communicating all project matters related to the counties, cities, and towns to city and county staff.

Beaufort County, South Carolina, Hurricane Matthew Recovery Operations & DDMP Development, 2016 – 2017 | Mr. Carlyle has worked closely with the County to provide support during annual trainings and assisted in the development of the County's Disaster Debris Management Plan (DDMP). Following Hurricane Matthew in 2016, Mr. Carlyle served as the project manager on behalf of the county and oversaw debris removal operations including the removal of over 1.7M cubic yards of debris and the removal of over 62,000 Hazardous hanging limbs and leaning trees. In addition, he successfully oversaw a waterway debris and vessel removal program.

State of South Carolina – Multiple Communities, Winter Storm Pax Disaster Recovery, 2014 | In February of 2014 Severe Winter Storm Pax impacted the State of South Carolina covering various regions of the State in up to 1.5" of ice which generated widespread vegetative disaster debris. Mr. Carlyle worked with multiple county and local governments to establish debris removal and incident response plans in order to begin responding to residential and community needs. Mr. Carlyle created debris removal and monitoring programs with communities that had no preposition contract or plans in place.

City of Sioux Falls, South Dakota, Severe Winter Storm Recovery Operations, 2013 | The City was severely impacted by a severe winter storm that caused damage and hazardous debris. Mr. Carlyle served as the project manager overseeing the deployment and activation of staffing and equipment resources. Mr. Carlyle also assisted the City in utilizing unique mapping parameters and reporting protocols. Nearly 30,000 hazardous hanging limbs were removed from the City.

Bastrop County, Texas, Wildfire Recovery Services, 2011 – 2012 | Mr. Carlyle served as the project manager following devastating wildfires that impacted the County. Mr. Carlyle led a team of experts who expedited project worksheets, maintained FEMA compliant documentation and initiated a private property debris removal program.

City of Waveland, Mississippi, Hurricane Katrina Disaster Recovery & Private Property Debris Removal, 2006 | The City was severely impacted by Hurricane Katrina and suffered widespread damage. Mr. Carlyle served as the project manager on behalf of the City and oversaw right-of-way debris removal operations, the removal of hazardous leaning and hanging limbs and trees, City parks debris removal operations, and private property debris removal projects.

TRAINING & CERTIFICATIONS

- IS-100: Introduction to ICS
- IS-120: Introduction to Exercises
- IS-00556: Damage Assessment for Public Works
- IS-00559: Local Damage Assessment
- IS-00634: Introduction to FEMA's PA Program
- IS-700: Introduction to NIMS
- Homeland Security Exercise and Evaluation Program (HSEEP) Certified

Oliver Yao

Vice President

FIRM

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EDUCATION

BA: Economics
MBA: Management and Finance

EXPERIENCE

17 years

PROGRAM EXPERIENCE

FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G)

Mr. Yao has 17 years of experience providing program management and oversight of disaster response and recovery projects throughout the United States. His experience spans recovery efforts following hurricanes, tornadoes, ice storms, wildfires, and other debris generating incidents. Mr. Yao is a subject matter expert in FEMA Public Assistance criteria and documentation standards and has overseen the data management and documentation of over 116 million cubic yards of debris over the course of his career.

PROJECT EXPERIENCE

New Mexico Department of Transportation, Wildfire and Mudflows 2022-2023 | Mora and San Miguel County, New Mexico were severely impacted by wildfire and mudflows in 2022. Following the completion of a United States Army Corps of Engineers debris removal program, the New Mexico Department of Transportation (NMDOT) was tasked with completing remaining Private Property Debris Removal (PPDR) and demolition activities. Mr. Yao serves as a subject matter expert supporting NMDOT with PPDR and demolition program management and monitoring services.

Livingston Parish, Louisiana, Hurricane Ida Recovery, 2022 | In addition to generating disaster debris along the Parish right-of-way and public property, Hurricane Ida also severely impacted Parish waterways. The Parish was successful in submitting waterways for approval under the Natural Resources Conservation Service (NRCS) Emergency Watershed Protection program. Mr. Yao servers as a senior manager supporting the documentation and management of the NRCS waterways debris removal program.

Terrebonne Parish, Louisiana, Hurricane Ida Recovery, 2022-2023 | As part of recovery efforts following Hurricane Ida, the Parish initiated and private property debris removal and demolition program. Mr. Yao serves as a senior manager supporting the Thompson field manager in the oversight and quality assurance of PPDR and demolition program documentation and program

CalRecycle, California, Wildfire Recovery, 2021 | Mr. Yao served as a senior manager and supported project controls for the 2021 Wildfire structural debris and hazard tree assessment and removal program. The program consisted of two divisions, the North Division which included the counties of Lassen, Plumas, Siskiyou, Tehama, and Trinity; and the Central Division which included the counties of Alpine, El Dorado, Placer, Nevada, and Lake. Mr. Yao supported project setup including workplans, staffing, and data documentation and reporting.

State of Louisiana, Hurricane Ida Program Management, 2021 | Mr. Yao provided senior management oversight and project controls for 11 projects within the State of Louisiana including St. John the Baptist, St. James, Iberville, and St. Helena Parishes. Mr. Yao's senior oversight included over 4.7 million cubic yards and over 82,000 hazardous trees from the 11 combined projects.

State of Louisiana, Hurricanes Delta and Zeta Program Management, 2020 | Hurricanes Delta and Zeta were two late season hurricanes that impacted Louisiana. Mr. Yao provided senior management oversight and project controls for six projects including Acadia and St. Martin Parish. The response and recovery operations for Hurricanes Delta and Zeta were completed on average within 30 days and totaled 167,000 CY of debris and 3,800 hazardous trees.

Baldwin County, Alabama, Hurricane Sally Program Management, 2020 | Hurricane Sally impacted the State of Alabama as a strong Category 2 hurricane and caused

extensive damages to Baldwin County. Mr. Yao served as part of the senior management team and supported project setup, documentation, staffing, reporting, and project controls. The project resulted over 4.4 million cubic yard of debris and over 46,000 hazardous trees and stumps. Mr. Yao also supported the County in responding to FEMA requests for information and supporting documentation.

State of Louisiana, Hurricane Laura Program Management, 2020 | Hurricane Laura impacted the State of Louisiana as a destructive category 4 hurricane. Mr. Yao served as senior leadership and oversaw project setup, documentation, staffing, and project controls for 15 clients in Louisiana. Work included the City of Lake Charles, Calcasieu Parish, the City of Sulphur, Allen Parish, Vermillion Parish, and the City of Alexandria to name a few. Mr. Yao's senior oversight included over 15.3 million cubic yards and over 130,000 hazardous trees from the 15 combined projects. Mr. Yao also supported the two Private Property Debris Removal programs for Calcasieu Parish and the Town of Vinton.

CalRecycle, California, Camp Fire, 2019 | The Camp Fire Incident destroyed over 13,000 structures. Mr. Yao served as a senior manager supporting project setup, staffing, data management, financial accounting, and project controls. This program resulted in the documentation of over 3.6 million tons of structural debris.

State of Florida, Hurricane Michael Program Management, 2018 | Hurricane Michael impacted the Florida panhandle region as a Category 5 hurricane. Mr. Yao provided management and data oversight for 11 projects in Florida including Bay County, Franklin County, Wakulla County and the cities of Lynn Haven, Springfield, and Callaway. Mr. Yao supported the oversight and documentation of over 5.5 million cubic yards and over 21,000 hazardous trees.

State of Georgia, Hurricane Michael Program Management, 2018 | In addition to impacting the State of Florida, Hurricane Michael also severely impacted the State of Georgia. The United States Army Corps of Engineers (USACE) was activated to coordinate debris removal in 13 counties. Mr. Yao served as a senior manager and was responsible for project setup, controls, reporting, and staffing. In total, over 3.4 million cubic yards of debris was documented and collected.

State of Florida, Hurricane Irma Program Management, 2017 | Hurricane Irma was an unprecedented storm that impacted almost the entire State of Florida. Mr. Yao supported documentation and reimbursement for clients throughout the State of Florida. Mr. Yao also supported final invoicing and the response to requests for information by FEMA for multiple projects.

State of Florida, Hurricane Matthew Program Management, 2016 | Hurricane Matthew impacted the east coast of Florida. Mr. Yao served as a senior manager and data management coordinator 21 projects including the counties of Volusia, Flagler, St. Johns, and Brevard County. Mr. Yao supported the documentation and data management of over 3.2 million cubic yards of debris.

State of South Carolina, Hurricane Matthew Program Management, 2016 | Mr. Yao served as a senior manager and data management coordinator for over 11 projects in South Carolina including Beaufort County and the Town of Hilton Head Island. Mr. Yao supported the documentation and reporting of over 4.4 million cubic yards of debris.

State of Texas, Severe Storms, Tornadoes, Straight-Line Winds and Flooding Program Management, 2015 | Mr. Yao served as a senior manager and data management coordinator for the City of Houston, Hays County, and Caldwell County following severe storms and flooding that resulted in a disaster declaration. Mr. Yao supported project documentation and reporting.

State of Alabama, Severe Storms and Tornadoes Program Management, 2014 | Mr. Yao served as a senior manager and data management coordinator for the counties of Blount and Limestone. Mr. Yao supported documentation, data management, and reporting deliverables for the projects.

New Jersey Department of Environmental Protection, Hurricane Sandy, 2012| Mr. Yao served as a senior manager and data management coordinator for NJDEP waterways debris removal program. This program included the removal of submerged and partially submerged hurricane debris as well as sediment removal that was a result of the hurricane.

City of New Orleans, Louisiana, Hurricane Katrina Data Management, 2011 | Mr. Yao served as a senior data manager and was responsible for the coordination, data management, reporting, and invoice reconciliation of over 1,700 residential structural demolitions that were a result of Hurricane Katrina.

State of Texas, Hurricane Ike Data Management, 2008 | Mr. Yao served as a senior data manager and was responsible for the coordination, data management, reporting, and invoice reconciliation of multiple projects including the City of Houston, City of Galveston, and Galveston County.

Daniel Gardner

Vice President / Data Operations

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EDUCATION

BSBA: Management Information Systems
MBA: Finance and Management

EXPERIENCE

15 years

PROGRAM EXPERIENCE

FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G) | FEMA Hazard Mitigation Grant Program (404 and 406) | FEMA Severe Repetitive Loss Program | CDBD Disaster Recovery | CDBG Housing

Mr. Gardner has served a program manager and grant management consultant for multiple federally funded grant programs on projects totaling approximately $2 billion. His extensive understanding of the eligibility requirements, regulations and policies across many federal grant programs allows clients to maximize disaster recovery and mitigation reimbursement. He provides oversight throughout grant and project implementation and is intimately familiar with such activities as application development, public outreach, environmental review, vendor procurement, project and process monitoring, fair housing and Davis Bacon compliance, project closeout and program audits.

Mr. Gardner has assisted clients obtain funding from multiple federally funded grant programs including the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program, the Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program and the FEMA Hazard Mitigation Grant Program (HMGP).

PROJECT EXPERIENCE

U.S. Army Corps of Engineers (USACE), Louisville District - Kentucky, Tornado Recovery Operations, 2021 – 2022 | In December of 2021, Graves County and the City of Mayfield were devastated by a Major EF4 tornado that required a massive emergency response and recovery operation. Thompson responded to both the City and County as the debris monitoring subconsultant to the U.S. Army Corps of Engineers (USACE). Mr. Gardner served as the Data Manager overseeing the Thompson data team who provided quality assurance, project reporting, mapping, data management, and invoice reconciliation support. Overall, Thompson monitored the removal of more than 433,000 cubic yards of debris from the County and City.

Grant Parish, Louisiana, Hurricane Laura Disaster Recovery Operations, 2020 - 2021 | Mr. Gardner served as the Data Manager overseeing all data operations for Grant Parish following the severe effects of Hurricane Laura. He was responsible for daily ticket reviews, data reconciliation and validation, daily reporting and contractor invoice tracking. Overall, Thompson has monitored and documented the removal of over 1.1M cubic yards of debris from the Parish.

Puerto Rico Department of Transportation and Public Works (DTOP), Hurricane Maria, 2017 - 2018 | Hurricane Maria is regarded as the worst natural disaster on record to impact Puerto Rico. Following the devastating impacts of the storm DTOP selected Thompson to perform debris monitoring services in three DTOP zones. Mr. Gardner served as Data Manager and was responsible for overseeing all daily ticket review, detailed road review and daily reporting. In addition, Mr. Gardner performs all contract review and invoice reconciliation.

Hurricane Irma, Disaster Recovery Operations, State of Florida, 2017 - 2018 | Mr. Gardner served as the lead Data Manager overseeing Thompson's state-wide mobilization in response to Hurricane Irma. Thompson conducted debris removal monitoring operations on behalf of 45 unique clients simultaneously within the State. Mr. Gardner was responsible for all QA/QC activities as well as contractor invoice reconciliation. Thompson substantiated more than 11.6M cubic yards of debris as a result of Hurricane Irma.

South Carolina Department of Transportation, Severe Flooding Statewide Response, 2015 - 2016 | The SCDOT activated Thompson to provide debris removal monitoring services in 11 counties throughout the State following severe storms and flooding. Mr. Gardner served on the on-site project kickoff team and managed the data reporting and invoice reconciliation tasks throughout the projects. He oversaw the daily review of data and produced reports for the Counties including a daily summary, cost estimation and contractor summary.

South Carolina, Winter Storm Pax Regional Response and Disaster Recovery, 2014 | In February of 2014 Severe Winter Storm Pax impacted the State of South Carolina covering various regions of the State in up to 1.5" of ice which generated widespread vegetative disaster debris. Thompson was activated by the South Carolina Department of Transpiration (SCDOT), Georgetown, Marion, Williamsburg, Aiken and Allendale Counties to provide debris removal monitoring services. Mr. Gardner managed the Thompson data management team responsible for validation and reporting of all project data. He was also responsible for data reconciliation and contractor invoicing. Thompson monitored, documented, and substantiated reimbursement for the removal of 2,000,000 cubic yards of debris and the removal of 400,000 hazardous limbs and trees.

City of Hoboken, NJ, Emergency Operations Planning, Debris Monitoring, and FEMA PA Consulting, Hurricane Sandy 2012-2013 | The City of Hoboken was severely impacted by Hurricane Sandy, experiencing widespread flooding throughout the majority of the City. Mr. Gardner assisted with the oversight and coordination of debris removal operations immediately following the hurricane, and served as the Senior Grant Consultant during preparation the City's FEMA Project Worksheets.

Louisiana and Mississippi, Hurricane Isaac Regional Response and Disaster Recovery, 2012 | In August 2012, Hurricane Isaac struck the Louisiana and Mississippi gulf coast with Category 1 strength winds and 24 hours of sustained rainfall. Mr. Gardner served on the Thompson financial team responsible for contract cost controls and FEMA Category A&B reimbursement for multiple jurisdictions along coastal Mississippi and Louisiana, including Jackson and Hancock County, MS, and Terrebonne Parish and Denham Springs, LA. In all, Thompson's data and financial management efforts authorized nearly a $1,000,000 of eligible contractor payments and substantiated reimbursement for the removal of nearly 100,000 cubic yards of debris from roadways, canals, and beaches.

City of Tuscaloosa, Alabama, Public Assistance and Long Term Recovery Grant Program, 2011 | The City of Tuscaloosa was impacted by multiple large and small tornadoes in April, 2011. The largest tornado flattened a one mile by six mile swath of the City causing an estimated $85M in damage. Critical infrastructure was damaged and hundreds of residents lost their homes and property during the event. Mr. Gardner aided the City secure federal funding across several grant programs including CDBG, to assist with the rebuilding of lost public housing while focusing on the goal of energy efficiency and sustainability.

TRAINING & CERTIFICATIONS

- Homeland Security Exercise and Evaluation Program (HSEEP)
- FEMA IS-31: Mitigation eGrants System for the Grant Applicant
- FEMA IS-100a: Introduction to the Incident Command System
- FEMA IS-208a: State Disaster Management
- FEMA IS-230: Principles of Emergency Management
- FEMA IS-253: Coordinating Environmental and Historic Preservation Compliance
- FEMA IS-279: Retrofitting Flood Prone Residential Structures
- FEMA IS-386: Introduction to Residential Coastal Construction
- FEMA IS-559: Local Damage Assessment
- FEMA IS-631: Public Assistance Assessment
- FEMA IS-632: Introduction to Debris Operations in FEMA's PA Program
- FEMA IS-634: Introduction to FEMA's Public Assistance Program
- FEMA IS-700a: National Incident Management System (NIMS) An Introduction
- FEMA IS-922: Applications of GIS for Emergency Management

Nicole Lehman

Director of Client Services / Program Manager

FIRM

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EDUCATION

BA: Psychology and Spanish

EXPERIENCE

16 years

PROGRAM EXPERIENCE

FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G) | FHWA ER Program | CDBG Disaster Recovery | CDBG Housing

Ms. Lehman has 16 years of experience providing grant and program management support and oversight for disaster response and recovery efforts throughout the United States. Following Hurricane Ike, she managed multiple projects for Galveston County and the City of Galveston, the most heavily impacted communities by the storm.

Presenter: **National Hurricane Conference, 2013 – Debris Monitoring and Contracting Training Workshop**

PROJECT EXPERIENCE

Lee County, Florida, Hurricane Ian Disaster Recovery, 2022 – 2023 | Lee County suffered widespread flooding and extensive damage as a result of Hurricane Ian. Ms. Lehman served as an onsite program manager during the recovery operations and coordinated closely with the County overseeing day-to-day operations for monitoring projects and providing planning support. Thompson has monitored the removal of over 5.7M cubic yards of debris and over 43,450 hazardous limbs and trees throughout the County.

Escambia County, Florida, Hurricane Disaster Recovery Operations, 2020 - 2021 | Ms. Lehman served as a program manager during the recovery operations and response by Escambia County following Hurricane Sally. She was responsible for ensuring all projects had the adequate resources necessary for completion, and that all projects were adhering to all federal, state, and local requirements. As the County's stand-by debris monitoring service provider, Ms. Lehman has provided planning support and preparedness services to the County.

Puerto Rico Department of Transportation and Public Works (DTOP), Hurricane Maria, 2017 - 2019 | Ms. Lehman served as a program manager overseeing project operations for debris monitoring services in three DTOP designated zones. She was responsible for ensuring all projects were operating in accordance with federal, state and local requirements.

Fort Lauderdale, Florida, Hurricane Irma Disaster Recovery, 2017 | Ms. Lehman served as program manager for Fort Lauderdale's recovery efforts following Hurricane Irma. Thompson monitored the removal of over 600,000 cubic yards of vegetative and construction and demolition debris, as well as the removal of hazardous limbs from 13,000 trees and the complete removal of over 450 hazardous leaning trees. In addition, Thompson implemented a sand recovery and screening operation to return the displaced sand to the public beaches. She coordinated closely with the City and the debris removal contractors to implement and carry out debris removal programs.

City of Daytona Beach, Florida, Disaster Debris Management Plan Update, 2015 | Ms. Lehman led a planning team in the update of the City's Disaster Debris Management Plan. The update included ensuring the plan met new FEMA policy and procedure guidance as well as a review and update of the City's debris management roles and responsibilities and the debris collection and monitoring strategies.

Alabama Department of Transportation Southwest Region, Disaster Debris Management Plan, 2014 - 2015 | Ms. Lehman assisted in the development and preparation of a Disaster Debris Management Plan (DDMP) for the ALDOT Southwest Region. She worked closely with the Region to develop the debris collection and monitoring strategies included in the

plan. In addition Ms. Lehman reviewed debris management site options throughout the Region.

South Carolina Department of Transportation (SCDOT), Winter Storm Pax Recovery Operations, 2014 | Ms. Lehman is currently serving as operations manager for the SCDOT debris removal monitoring mission in Georgetown County. She is in charge of overseeing day-to-day operations for all monitoring projects including emergency road clearance, right-of-way collection, and removal of hazardous leaners and hangers on SCDOT maintained roadways throughout the County.

Georgetown County, South Carolina, Winter Storm Pax Recovery Operations, 2014 | Ms. Lehman served as the operations manager for debris removal monitoring operations in Georgetown County. She was in charge of overseeing day-to-day operations for all monitoring projects including emergency road clearance, right-of-way collection, and removal of hazardous leaners and hangers on County maintained roadways.

City of Hoboken, NJ, Emergency Operations Planning, Debris Monitoring, and FEMA PA Consulting, Hurricane Sandy 2012-2013 | The City of Hoboken was severely impacted by Hurricane Sandy, experiencing widespread flooding throughout the majority of the City. Ms. Lehman has served as the City's Project Manager for debris operations immediately following the hurricane, and PA Consultant in preparing the City's FEMA Project Worksheets. Additionally, Ms. Lehman assisted in the preparation of the City's Emergency Operations Plan, to help prepare the City and all department personnel to respond during future disaster events.

Louisiana and Mississippi, Hurricane Isaac Regional Response and Disaster Recovery, 2012 | In August 2012, Hurricane Isaac struck the Louisiana and Mississippi gulf coast with Category 1 strength winds and 24 hours of sustained rainfall. Ms. Lehman served on the Thompson debris program team responsible for mobilizing and deploying project staff and resources to multiple jurisdictions along coastal Mississippi and Louisiana, including Jackson and Hancock County, MS, and Terrebonne Parish and Denham Springs, LA.

Trinity Bay Conservation District, Texas, Disaster Debris Management Planning, 2012 | Ms. Lehman assisted in the development and preparation of a Disaster Debris Management Plan (DDMP) for the Trinity Bay Conservation District in Chambers County, Texas to ensure increased eligibility for federal PA cost-share in accordance with recent changes to FEMA's PA Pilot Program.

City of Tuscaloosa, Alabama, Severe Storms, Tornadoes, Straight-line Winds, and Flooding, 2011 | Ms. Lehman served as project manager for the City of Tuscaloosa, Alabama and ran the FEMA Public Assistance (PA) and assisted the City with the design and implementation of Housing Demolition Programs following the April 2011 tornadoes that devastated the City and caused an estimated $85M in damages.

Escambia County, Florida, BP Deepwater Horizon Oil Spill Response, 2010 | Ms. Lehman served as Program Manager of a program designed to minimize the impact that the BP oil spill made on Escambia County's (Pensacola area) beaches, waterways, and tourism. During this effort, over $1.5 million in claims for oil containment and public outreach were documented and substantiated. Ms. Lehman coordinated and documented the efforts of participating local, state, federal, and private to substantiate the BP claims.

City of Galveston, Texas, Standing Dead Tree Removal Program, Hurricane Ike, 2009-2010 | Following Hurricane Ike, Ms. Lehman monitored a contracted program to remove over 10,000 standing dead trees throughout the City that were killed as a result of saltwater inundation. The monitoring and documentation efforts substantiated over $3.5 Million in FEMA PA funding. In addition, Ms. Lehman worked with Galveston County to monitor and document over $62 million worth of debris removal programs including sand removal, vessel recovery, and private property debris removal.

Galveston County/Bolivar, Texas, ROW Debris Removal and Specialized PPDR Programs Following Hurricane Ike, 2008-2009 | Ms. Lehman served as the Project Manager for Galveston County, including the Bolivar Peninsula and eleven cities within the County following Hurricane Ike. Ms. Lehman oversaw disaster debris removal programs and assisted the County with planning and implementing specialized voluntary and involuntary PPDR programs under which debris, sand, vessels, and hazardous materials were removed from over 1500 private properties on the Bolivar Peninsula and mainland Galveston County.

TRAINING & CERTIFICATIONS

- HAWOPER 40-hour Certification
- OSHA 30-hour Certification
- ISO 9000
- Applying for Federal Grants and Cooperative Agreements for Recipients Certificate
- FEMA IS 700.a – National Incident Management Systems (NIMS) an Introduction

Patrick Gardner

GIS Manager

FIRM

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EDUCATION

BS: Marine Science
MS: Fisheries and Aquatic Sciences

EXPERIENCE

10 years

PROGRAM EXPERIENCE

FEMA Public Assistance Emergency Work (Categories A-B)

Mr. Gardner brings GIS and data management experience from the State University System of Florida. He oversaw data collection and processing for state and federally funded research projects. During this time, he worked both locally and internationally to complete grant deliverables. These deliverables included the creation of publication quality maps and figures which communicated complex spatial data into clear and coherent representations. Most recently, Mr. Gardner assists with data management, invoice reconciliation, and GIS analysis.

PROJECT EXPERIENCE

New Mexico Department of Transportation (NMDOT), Wildfire Recovery Operations, 2022 – 2023 | Widespread wildfires caused significant damages throughout the State in 2022. Thompson was activated by the New Mexico Department of Transportation (NMDOT) in San Miguel and Mora counties to provide disaster debris removal monitoring services on NMDOT maintained roadways and to conduct special programs including private property debris removal and waterway debris removal. Mr. Gardner coordinated with the NMDOT to provide geospatial analysis, maps, and figures for the simultaneous project operations. To date, Thompson has monitored the removal of over 170,000 tons of debris and 12,000 hazardous trees and limbs on behalf of the NMDOT.

City of Mobile, Alabama, Hurricane Sally Recovery Operations, 2020 - 2021 | Mr. Gardner served as the GIS manager for the City following Hurricane Sally. He was responsible for coordinating with the City to provide geospatial analysis and maps and figures representing City-wide debris monitoring operations data. Overall, Thompson monitored the removal of over 850,000 cubic yards of debris.

Hurricane Michael, Disaster Recovery Operations, Florida and Georgia, 2018 - 2019 | Mr. Gardner provided GIS and data management services during Thompson's mobilization in response to Hurricane Michael which included over 12 contract activations. Mr. Gardner coordinated with each community to establish eligible roadway maps and was responsible for mapping data points through GIS and providing support to the QA/QC team.

Hurricane Florence, Disaster Recovery Operations, North Carolina, 2018 | Mr. Gardner provided GIS support for all of Thompson's projects following Hurricane Florence, including the NCDOT, Carteret and Cumberland Counties and the City of Jacksonville. Mr. Gardner also provided geospatial analysis utilizing Thompson's drone capabilities to measure and substantiate disaster debris piles.

Hurricane Irma, Disaster Recovery Operations, State of Florida, 2017 - 2018 | Mr. Gardner provided GIS and data management services during Thompson's state-wide mobilization in response to Hurricane Irma. Thompson conducted debris removal monitoring operations on behalf of 45 unique clients simultaneously within the State. Mr. Gardner was responsible for mapping data points through GIS and providing support to the QA/QC team. Thompson substantiated more than 11.6M cubic yards of debris as a result of Hurricane Irma.

Sevier County, Tennessee, Chimney Tops 2 Wildfire, 2016 - 2018 | Mr. Gardner served as the onsite project manager overseeing debris monitoring services for right-of-way tree removal of standing dead trees as a result of the 2016 wildfires which burned over 17,000 acres and destroyed more than 2,400 properties. In addition, Mr. Gardner administered the private property debris removal program established to eliminate hazardous conditions located on private property.

Dare County and included municipalities, North Carolina, Hurricane Matthew, 2016 | Dare County activated Thompson to provide debris removal monitoring services to the county and local municipalities following Hurricane Matthew. Mr. Gardner assisted with data management and invoice reconciliation.

South Carolina Department of Transportation, Severe Flooding Statewide Response, 2015 - 2016 | The SCDOT activated Thompson to provide debris removal monitoring services in 11 counties throughout the State following severe storms and flooding. Mr. Gardner assisted with data reporting and invoice reconciliation tasks throughout the projects.

Putnam, Fentress and Overton Counties, Tennessee, Sever Winter Storm, 2015 | Mr. Gardner assisted with data reporting and invoice reconciliation tasks throughout the projects. He oversaw the daily review of data for the Counties. All data was submitted to FEMA in a Project Worksheet ready package for immediate review and submission for reimbursement.

South Carolina, Winter Storm Pax Regional Response and Disaster Recovery, 2014 | In February of 2014, Severe Winter Storm Pax impacted the State of South Carolina covering various regions of the State in up to 1.5" of ice which generated widespread vegetative disaster debris. Thompson was activated by the South Carolina Department of Transpiration (SCDOT), Georgetown, Marion, Williamsburg, Aiken and Allendale Counties to provide debris removal monitoring services. Mr. Gardner assisted with the data management and invoice reconciliation. Thompson monitored and substantiated reimbursement for the removal of approximately 2,000,000 cubic yards of debris and the removal of 400,000 hazardous limbs and trees.

Brevard County, FL, Hurricane Sandy Beach Renourishment, 2013 - 2014 | Federal funding following Hurricane Sandy provided funding for Beach renourishment on Florida's east coast. While working for Land and Sea Surveying Concepts Inc., Mr. Gardner acted as surveying technician using real-time kinematic GPS to produce 1000 m beach elevation transects before and after sand renourishmnet.

Environmental Project Experience

Exploration, Habitat Characterization, and Coral Health Assessment in Flower Garden Banks National Marine Sanctuary, 2015 -2016 | Mr. Gardner served as a Research Coordinator at Harbor Branch Oceanographic Institute at Florida Atlantic University. While assisting with this project in the lab, Mr. Gardner used transect photos to characterize habitat on shallow and mesophotic reefs. Field collections included technical diving to 170 fsw collect live coral tissue for RNA sequencing analyses.

Development of Fisheries Independent, Habitat-Based indices of Abundance for Pre-Reproductive Gag Grouper in the Northeastern Gulf of Mexico, 2013 - 2015 | As a research assistant Mr. Gardner performed counts of gag grouper on artificial reefs using closed-circuit rebreathers. He interpreted and classified side scan SONAR data, constructed sampling regimes, validated and analyzed data for use by resource managers, and created publication quality maps in ArcGIS.

Impact of invertebrate grazers on freshwater algae in Kings Bay, FL, 2013 - 2015 | As a research assistant, Mr. Gardner conducted fieldwork collecting freshwater invertebrate grazers and implemented lab studies to determine grazing rates on freshwater algae.

Reproductive Biology of Invasive Lionfish (Pterois volitans/miles complex) from Little Cayman Island, 2013 - 2014 | Mr. Gardner developed, implemented, and published results determining spawning seasonality, frequency and batch fecundity of invasive lionfish. This project was completed in fulfillment of his master's degree at the University of Florida. (Peer reviewed publication: Gardner PG, Frazer TK, Jacoby CA, Yanong RPE. 2015. Reproductive biology of invasive Lionfish (Pterois volitans) from Little Cayman. Frontiers in Marine Science 2:7).

Assessing Organic Soil Amendments in Saltwater Marsh Restoration, 2007 - 2009 | While a student at Eckerd College, Mr. Gardner served as a research assistant working in the field to collect plant biomass, invertebrate, and water samples. In the lab, he performed sulfide analysis, prepared plant biomass for nitrogen analysis, and composed a research paper on the effects of sulfides on wetland plants. In a supervisory role, he trained volunteers and interns for various project tasks.

TRAINING & CERTIFICATIONS

- Federal Aviation Administration Certified Remote Pilot for Small Unmanned Aircraft Systems
- U.S. Environmental Protection Agency Scientific Diver
- NAUI SCUBA Instructor
- Department of the Interior Motorboat Operations Certification Course
- First Aid, CPR, Oxygen Delivery, and Blood Bourne Pathogens
- GIS Applications for Natural Resource Management, Florida Sea Grant

Jonathan Clark

Senior Closeout Specialist / FEMA Consultant

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EDUCATION
MA Business Management and Leadership
BA Homeland Security and Emergency Management

EXPERIENCE
18 years

PROGRAM EXPERIENCE

FEMA Public Assistance Emergency Work (Categories A-B) | FEMA Hazard Mitigation Grant Program (404 and 406) | HUD CDBG Disaster Recovery | ROE / PPDR Removal Programs

Jonathan Clark has over 18 years of experience in the disaster response and recovery industry. He is a multifaceted consultant with a broad and diverse set of experience working with several federal and state grant programs. Mr. Clark has served as a grant management consultant for both Grantees and Applicants/Sub-Grantees, giving him experience in all roles involved in grant management programs. Mr. Clark has managed the financial recovery of communities receiving more than $800 million in federal funding.

PROJECT EXPERIENCE

Denham Springs Housing Authority, Louisiana, Severe Flooding FEMA PA, HUD CDBG-DR and Hazard Mitigation Consulting, 2016 - 2023 | Severe storms and flooding left Authority owned buildings and housing units severely damaged and unlivable. As the Project Manager, we are in the process of managing a $13 million dollar recovery, including construction program oversight, and recovering funds from multiple agencies (CBDG-DR, FEMA), ensuring each agency's requirements are met and adhered to.

New Mexico Department of Transportation, FEMA PA 2022-2023 | Mr. Clark served as the Recovery and Public Assistance Manager for the Hermits Peak Fire recovery response. Mr. Clark was responsible for managing the debris and permanent work projects (damage assessments, hazard mitigation proposals, etc.), mission assignments with New Mexico Homeland Security and Emergency Management (NMHSEM) and assisting in the construction and closeout process. Projects included Categories A, B, C, and D, which total an estimated $50 million.

Brevard County, Florida, Hurricanes Ian, Nicole, Irma & Micheal FEMA PA 2022-2023 | Mr. Clark assisted the County with legacy projects including Hurricane Irma and Matthew, processing them through closeout. As respondent to Hurricane Ian and Nicole with a combined total estimate of over $50 million in active project costs, Mr. Clark managed recovery processes, performed site assessment and inspections, as well as provided hazard mitigation proposals.

City of Fort Lauderdale, Florida, Hurricane Irma, and COVID-19, 2017 - 2023 | During Hurricane Irma, the City incurred damages to its beaches, parks, buildings, and utility infrastructure. Mr. Clark processed category A and B claims totaling more than $25 million as well as multiple permanent work projects, including categories E, F and G, to restore damaged buildings, utilities and parks. Mr. Clark is also assisting the city with its' COVID-19 pandemic response efforts which includes approval of a temporary non-congregate shelter to house vulnerable residents of the community.

City Denham Springs, Louisiana, Severe Flooding FEMA PA, HUD CDBG-DR and Hazard Mitigation Consulting, 2016 - 2020 | Severe storms and flooding left over 1,000 homes severely damaged and public infrastructure devastated, including a destroyed City Hall and over one dozen lift stations in Denham Springs, LA. Mr. Clark is supporting the City in developing FEMA PA and Hazard Mitigation documentation to substantiate over $12 million in disaster recovery costs. Mr. Clark is also managing the City's HUD CDBG-DR claims, which will provide funding for the non-federal share of the FEMA PA project costs.

Volusia County, Florida, Hurricane Irma, 2017 – 2020 | Following Hurricane Irma, Mr. Clark assisted Volusia County, FL with the preparation of PWs for both emergency and permanent work. The County suffered widespread damages generating more than 750,000 cubic yards of debris and destroying County infrastructure such as buildings and equipment. In total Mr. Clark prepared project worksheets totaling nearly $20 million in eligible FEMA PA damages. Additionally, Mr. Clark provided consultation regarding hazard mitigation opportunities to limit the potential damage during future disasters.

South Carolina Department of Transportation (SCDOT), Severe Flooding FEMA PA Consulting, 2015 -2016 | Mr. Clark served as a FEMA PA grant administration consultant for the SCDOT. Mr. Clark prepared both large and small projects for approximately 100 roads and bridges throughout the State. In this role, Mr. Clark conducted site visits with SCDOT engineers, State representatives and FEMA staff and provided policy guidance and consulting support to maximize reimbursement for the SCDOT. Additionally, Mr. Clark identified mitigation opportunities and prepared Section 406 hazard mitigation requests to further strengthen SCDOT's infrastructure.

New York State Office of Emergency Management, Hurricane Sandy FEMA PA Consulting, 2012 - 2014 | Mr. Clark assisted multiple Long Island applicants in a grantee role as part of the NYSOEM team. His duties included documentation collection and review, project worksheet development, and program management of FEMA PA applicants' large projects.

Emergency Management Consultant, 2011 - 2012 | As an Emergency Management Consultant, Mr. Clark coordinated with and assisted federal, state and local emergency management agencies in developing Emergency Response, Multi-Hazard Functional, and/or Mitigation Plans in accordance with Federal and State requirements. His responsibilities included coordinating and assisting federal, state and local emergency management agencies with developing Continuity of Operations, Continuity of Government, Business Continuity Plans, and emergency communication and notification plans and procedures. In addition, Mr. Clark coordinated and assisted in the design, development, facilitation and evaluation of tabletop, functional and full-scale exercises, as well as developed, defined, and established correlation and maintained metrics. Through this valuable experience, he often interfaces and communicates with clients to execute project plans and prepare project deliverables.

Planning Section Chief 2010-2011 | Mr. Clark served as acting Branch Planning Chief. In this position, he collected and organized incident status and situation information as defined within ICS. This involved coordinating, evaluating, analyzing, and displaying information for supervisory managers. In addition, Mr. Clark was responsible for developing, defining, establishing, correlating, and maintaining performance metrics. Other duties included plan, establish and maintain mission assignments, goals and benchmarks for operational planning.

FEMA, Ground Support Unit Lead (Coordinating and Planning) 2005-2009 | While at FEMA, Mr. Clark planned, coordinated, and managed staff and resources as Deputy Logistic Chief Understudy. He also evaluated and analyzed resources and market trends and research. Other responsibilities at FEMA included:

- Federal Equipment Manager: Includes maintenance, tasking, mobilization, and installation.
- Acting Program Analyst: Created and evaluated logistic operational plans and statistical reports.
- Project Manager: Maintained oversight on special projects and departmental budgets.
- Contracting Officer: Technical Representative managing contracts of more than 5 million USD.
- Resource, Supply, Documentation and Procurement Supervisor
- ICS Team Lead for logistics during Federal response of Gustav and Ike operations.

TRAINING & CERTIFICATIONS

- Graduate Certificate – Public Policy, Hamline University
- Graduate Certificate – Economic Development, Hamline University
- Graduate Certificate – Finance, Rice University
- Environmental Management, Oklahoma State University at Tulsa
- Transportation of Hazardous Materials (DOT), Oklahoma State University at Tulsa
- Management of Solid and Hazardous Waste (RCRA), Oklahoma State University at Tulsa
- RS Means Construction Cost Estimating Concepts
- Executive Certificate Certified Professional Project Manager (CPPM), St. Thomas University, Minneapolis MN
- FEMA E0930, Local ICS Management Course
- Construction Management Certificate, Fordham University (in progress)

Connie Stewart

Field Operations Supervisor

FIRM

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EXPERIENCE

18 years

PROGRAM EXPERIENCE

FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G) | FHWA ER Program

Ms. Stewart has 18 years of experience supporting and managing debris monitoring operations throughout the United States. She has worked extensively on private property debris removal programs as well as, right-of-way (ROW) debris monitoring, and leaner, hanger, and stump removal programs in some of the largest areas impacted by debris generating events in the last decade.

PROJECT EXPERIENCE

Lee County, Florida, Hurricane Ian, Disaster Recovery Operations, 2022 – 2023 | Ms. Stewart served as the operations manager for Lee County following the devastating impacts of Hurricane Ian. She oversaw debris removal operations such as right-of-way (ROW) debris removal programs and hazardous tree/limb removal on County maintained roadways. Overall, Thompson monitored the removal of more than 5.7M cubic yards of debris from the County.

Alabama Department of Transportation (ALDOT), Hurricane Sally Disaster Recovery Operations, 2020 - 2021 | Hurricane Sally inundated the Gulf Coast with heavy rains and destructive winds causing a large amount devastating debris. Ms. Stewart served as the operations manager for ALDOT and oversaw debris removal operations such as right-of-way (ROW) debris removal programs and hazardous tree/limb removal on ALDOT maintained roadways. Overall, more than 2.4M cubic yards of debris was monitored, collected, and removed.

Jackson County, Florida, Hurricane Michael, 2018 - 2019 | Ms. Stewart served as the operations manager overseeing day-to-day debris removal monitoring operations throughout the County following Hurricane Michael. The County performed right-of-way (ROW) debris removal programs, hazardous tree, limb and stump removal, and County parks debris removal projects. Thompson substantiated more than 120,000 cubic yards of debris.

Carteret County, North Carolina, Hurricane Florence, 2018 - 2019 | Following the landfall of Hurricane Florence, Carteret County experienced pervasive damage and extensive flooding. Ms. Stewart served as operations manager overseeing debris removal monitoring operations including right-of-way (ROW) debris monitoring, and leaner, hanger, and stump removal throughout the County. Overall, approximately 1.5 million cubic yards of debris was removed from the County.

Puerto Rico Department of Transportation and Public Works (DTOP), Hurricane Maria, 2017 - 2018 | Hurricane Maria is regarded as the worst natural disaster on record to impact Puerto Rico. Ms. Stewart served as the project coordinator overseeing day-to-day personnel management for various debris programs.

Lee County, Florida, Hurricane Irma Recovery, 2017 - 2018 | Ms. Stewart served as the operations manager overseeing day-to-day debris removal monitoring operations throughout the Lee County, including the City of Fort Myers and the Town of Fort Myers Beach. The County performed both hazardous tree and limb removal, right-of-way (ROW) and waterway collection programs on County maintained roadways/waterways. Overall, Thompson substantiated more than 2.4 million cubic yards of vegetative debris.

City of Ormond Beach, Florida, Hurricane Matthew Recovery Operations, 2016 - 2017 | Ms. Stewart served as the operations manager overseeing day-to-day debris removal monitoring operations throughout the City of Ormond Beach following Hurricane Matthew. The City performed both hazardous tree and limb removal as well as right-of-way (ROW) collection programs on City maintained roadways.

Sumter County and City of Sumter, SC, Winter Storm Pax, 2014 | Ms. Stewart served as a project manager and oversaw debris removal monitoring project operations from project inception to closing the local field office. Duties also included hiring, training and managing field supervisors and field monitors.

New York Department of Transportation, Hurricane Sandy, 2012 – 2013 | Ms. Stewart served as a project data manager and disposal site supervisor. Her responsibilities included overseeing a crew of oil recovery technicians along the shoreline and barrier islands of the Mississippi coast line.

US Army Corp of Engineers, New Orleans, LA, Levee Restoration, 2010- 2011 | Ms. Stewart operated heavy equipment, including trackhoes, dozers and off-road dump trucks in removing and stockpiling clay for the USACE Levee Restoration Mission. In addition, Ms. Stewart served as the site Safety Officer.

Decon Facility, Pascagoula, MS, BP Deep-water Horizon Oil Spill Response, 2010 | Ms. Stewart served as a project manager overseeing a crew of oil recovery technicians along the shoreline and barrier islands of the Mississippi coast line.

Galveston County, TX, Hurricane Debris Removal Monitoring, 2008 | In 2008, Ms. Stewart served as a field operation manager for the Galveston County debris monitoring effort. Ms. Stewart managed a field team responsible for monitoring the removal of debris from the Bolivar Peninsula off of Galveston County.

St. Landry Parish, LA, Hurricane Debris Removal Monitoring, 2008 | Ms. Stewart served as a field operation manager for St. Landry Parish following Hurricane Gustav. Ms. Stewart was responsible for the hiring, training and management of field debris monitors overseeing right-of-way and leaner and hanger debris removal programs.

Norman, Oklahoma, Ice Storm Deployment, 2007 - 2008 | Following a crippling ice storm in Norman, Oklahoma in 2008, Ms. Stewart served as a field supervisor overseeing daily activities of a group of debris removal monitors and ensured project compliance.

Monroe County, Florida, Hurricane Wilma, Waterway Debris Removal 2006 | Ms. Stewart was responsible for hiring, training and managing field monitors to document waterway debris removal and derelict vessel removal programs throughout the Florida Keys. In addition, Ms. Stewart performed canal surveys identifying debris posing potential navigational hazards.

City of Gulfport, MS, Hurricane Katrina, 2005-2006 | Ms. Stewart was responsible for hiring, training and managing field monitors to document a variety of debris removal programs including, right-of-way, saltwater kill tree removal, private property debris removal, hazardous leaning tree and hanging limb removal, and abandoned storm damaged car and boat removal. She also oversaw a special program to provide temporary fencing around swimming pools.

TRAINING & CERTIFICATIONS

- FEMA Professional Development Series (consists of 7 different courses)
- FEMA IS-00005.A An Introduction to Hazardous Materials
- FEMA IS-00100.B Introduction to Incident Command Systems ICS-100
- FEMA IS-00340 Hazardous Materials Prevention
- FEMA IS-631 Public Assistance Operations 1
- FEMA IS-00632.A Introduction to Debris Operations
- FEMA IS-00634 Introduction to FEMA's Public Assistance Program
- FEMA IS-00700.A National Incident Management System (NIMS) An Introduction
- FEMA IS-00703.A NIMS Resource Management
- FEMA IS-00704 NIMS Communications and Information Management
- FEMA IS-00800.B Nation Response Framework, An Introduction
- FEMA IS-00805 Emergency Support Function (ESF) #5 Emergency Management
- FEMA IS-00810 Emergency Support Function (ESF) #10 Oil and Hazardous Materials Response
- OSHA 16 Hour Course #7600 Disaster Site Worker
- OSHA 40 Hour HAZWOPER + 8 Hour Refresher to Stay Current
- OSHA 10 Hour Construction Safety and Health
- OSHA 30 Hour Construction Safety and Health
- OSHA 510 – Construction Safety and Health
- OSHA 500 – Authorized Construction Safety and Health Instructor
- TWIC Card
- Class D CDL

Keith Forrester

Field Operations Manager

FIRM

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EDUCATION

BA: Marketing and Management

EXPERIENCE

15 years

PROGRAM EXPERIENCE

FEMA Public Assistance Emergency Work (Categories A-B) | FHWA ER Program

Mr. Forrester has 15 years of experience managing debris monitoring and data management operations throughout the Southeast following some of the largest debris generating natural disaster in recent history. In addition to Right-of-Way (ROW) debris monitoring programs, Mr. Forrester has worked extensively on Leaner, Hanger, and Stump Removal programs in some of the largest parks impacted by debris generating events in the last decade, including programs in Alabama, Arkansas, Missouri, and Texas. Mr. Forrester has extensive knowledge in ADMS hardware, software, and communications infrastructure and has overseen day-to-day ADMS project operations and reporting in recent activations including Hurricanes Isaac and Sandy.

PROJECT EXPERIENCE

Graves County & City of Mayfield, KY, Kentucky Tornado Recovery Operations 2021 - 2022 | Thompson provided debris removal monitoring services to Graves County, KY under the USACE and was later activated by the City of Mayfield, KY to continue disaster recovery efforts. Mr. Forrester served as Field Supervisor under the USACE and Operation Manager for the City of Mayfield. He oversaw day-to-day operations for all monitoring programs. Overall, Thompson monitored the removal of over 542, 050 cubic yards of debris following the tornados.

Grant Parish, Louisiana, Hurricane Disaster Debris Removal Monitoring, 2020 - 2021 | Mr. Forrester served as the operations manager overseeing day-to-day debris removal monitoring operations throughout Grant Parish following Hurricane Laura. The Parish performed both hazardous tree and limb removal, right-of-way (ROW) collection programs, and Parish schools debris removal projects. Overall, more than 1.1 million cubic yards of construction, demolition, and vegetative debris have been collected from the Parish.

Volusia County, Florida, Hurricane Irma Recovery, 2017 - 2018 | Mr. Forrester served as the operations manager overseeing day-to-day debris removal monitoring operations throughout Volusia County, Florida. The County performed both hazardous tree and limb removal as well as right-of-way (ROW) collection programs on County maintained roadways.

City/Parish of East Baton Rouge, Louisiana, Severe Flooding, ROW and PPDR Program Management, 2016 - 2017 | Mr. Forrester served as project/operations manager for debris removal monitoring efforts on behalf of the City/Parish. He was in charge of overseeing day-to-day operations for all monitoring programs including right-of-way (ROW) debris removal and an extended ROW Private Property Debris Removal (PPDR) program. To date over 1.9 million cubic yard of construction and demolition debris have been collected and more than 1,450 applicants participated in the extended ROW PPDR program.

Fentress County, Tennessee, Severe Winter Storm Recovery Operations, 2015 | Mr. Forrester served as the operations manager overseeing day-to-day debris removal monitoring operations throughout Fentress County. The County performed both hazardous tree and limb removal as well as right-of-way (ROW) collection programs on County maintained roadways.

Hurricane Deployment, Hurricane Sandy, New York, 2012 | Mr. Forrester served as an operations manager for debris removal monitoring efforts on behalf of Babylon, New York following Hurricane Sandy. Keith oversaw truck certification, monitor onboarding and badge distribution, right-of-way collection and tree work using ADMS and TDMSweb. Keith performed QA/QC and on-site training for monitors utilizing ADMS handheld devices in the field.

Terrebonne Parish, LA, Hurricane Recovery Operations 2012 | Mr. Forrester served as an operations manager for debris removal monitoring efforts on behalf of Terrebonne Parish following the landfall of Hurricane Irene. He was in charge of overseeing day-to-day operations for all ADMS monitoring projects including handheld deployment, truck certification, monitor intake and badge distribution, emergency road clearance and debris removal operations and right-of-way collection of over 56,000 CY of vegetative and construction and demolition (C&D) debris throughout the affected areas. Mr. Forrester was also responsible for assisting for generating reports on TDMSweb for daily distribution to project stakeholders.

Virginia Department of Transportation (VDOT), Hurricane Recovery Operations, Hurricane Irene, 2011 | Mr. Forrester served as field supervisor overseeing disaster debris removal operations in the several different residencies across the eastern part of Virginia. He was also responsible for the supervision of 5 – 20+ collection monitors daily. In total, the recovery efforts included the collection and removal of over 450,000 cubic yards of debris which was tracked and managed with TDMSweb.

Alabama Department of Conservation and Natural Resources, Tornado Debris Removal Monitoring | The devastating tornados in the spring of 2011 ripped through the State of Alabama and ravaged two of the state parks. Mr. Forrester served as the field project manager to monitor the removal and reduction of thousands of damaged trees in compliance with FEMA 325 and 327 guidelines. Mr. Forrester managed all tree work documentation with TDMSweb and was responsible for daily distribution of progress maps and project financial reporting.

Arkansas Game and Fish Commission, Ice Storm Debris Removal Monitoring | Mr. Forrester served as a field supervisor on state debris removal program to remove hazardous tress and hanging limbs from State parks and hunting grounds damaged by an ice storm. Mr. Forrester's team monitored debris removal in adverse outdoor conditions and ensured that the Global Position System (GPS) coordinates, electronic photographs, and field documentation were properly maintained to substantiate FEMA Category A reimbursement.

City of Beaumont, TX, Hurricane Debris Removal Monitoring | In 2008, Mr. Forrester served as a field project manager on the City of Beaumont debris monitoring effort. In addition to monitoring, documenting, and substantiating FEMA reimbursement for Right-of-Way vegetative debris removal, Mr. Forrester also managed and monitored the removal of debris fields created by storm surge, as well as inland waterway debris removal and oversight of the leaning tree, hanging limbs, and hazardous stump removal program.

City of Springfield, MO, Ice Storm Debris Removal Monitoring | Following the devastating impact that a large ice storm made on Oklahoma and Missouri, Mr. Forrester served as the field operations manager for the City of Springfield's debris removal monitoring program. Mr. Forrester's field team monitored and documented the removal of over 1,000,000 cubic yards of vegetative storm debris and worked with the City, State, and FEMA to address many unique challenges, including a parks debris, damaged tree, and hanging limb removal program in compliance with newly issued FEMA Disaster Specific Guidance.

Gary Brooks

Project / Operations Manager

FIRM

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MILITARY EXPERIENCE

United States Marine Corps

EXPERIENCE

18 years

PROGRAM EXPERIENCE

FEMA Public Assistance Emergency Work (Categories A-B) | FHWA ER Program

Mr. Brooks has 18 years of experience managing debris monitoring operations throughout the United States. In addition to Right-of-Way (ROW) debris monitoring programs, Mr. Brooks has worked extensively on large scale debris reduction sites, including a temporary site in Pensacola, Florida that reduced over 1,000,000 cubic yards of Construction and Demolition debris following Hurricane Ivan. Mr. Brooks also has extensive experience Leaner, Hanger, and Stump Removal, Vessel Recovery and Waterways Debris Removal monitoring programs.

PROJECT EXPERIENCE

Kentucky Transportation Cabinet (KYTC), Severe Flooding Recovery, 2022 – 2023 | Between June and July of 2022, a series of severe storms inundated Eastern Kentucky with heavy rainfall causing acute flooding in the State. Mr. Brooks served as project manager on behalf of KYTC following the severe storms and was responsible for overseeing all debris removal monitoring operations across several counties and municipalities. These operations led to the removal of over 331,818 tons of vegetative debris from KYTC maintained roadways.

Escambia County, Florida, Hurricane Sally Disaster Recovery Operations, 2020 - 2021 | Mr. Brooks served as the operations manager overseeing day-to-day operations for all debris monitoring operations including special projects such as public parks debris removal within the County and Private Property Debris Removal (PPDR) efforts. Thompson monitored the collection and removal of over 4.4M cubic yards of vegetative and construction and demolition debris from the County.

Gadsden County, Florida, Hurricane Michael Recovery Operations, 2018 - 2019 | Mr. Brooks served as the operations manager for debris removal monitoring efforts in Gadsden County, Florida, following Hurricane Michael. He was in charge of overseeing day-to-day operations for all monitoring programs including right-of-way (ROW) debris removal and hazardous tree and stump removal on County maintained roadways. Overall, approximately 1.5M cubic yards of debris was collected from the County.

Puerto Rico Department of Transportation and Public Works (DTOP), Hurricane Maria, 2017 - 2018 | Hurricane Maria is regarded as the worst natural disaster on record to impact Puerto Rico. Mr. Brooks served as the operations manager overseeing day-to-day debris removal monitoring operations from the North DTOP Zone.

Solid Waste Authority of Palm Beach County (SWA), Hurricane Irma, 2017 - 2018 | Mr. Brooks served as the project manager to coordinate debris monitoring and disposal operations throughout the County including performing monitoring services for 18 communities within the County and documenting all disposal loads brought to the SWA's landfills. Overall, Thompson provided the substantiation for more than 3M cubic yards of debris as a result of Hurricane Irma.

South Carolina Department of Transportation, Hurricane Matthew Recovery Operations, 2016 – 2017 | Mr. Brooks served as project manager for debris removal monitoring services on behalf of SCDOT following Hurricane Matthew. Mr. Brooks oversaw debris monitoring operations in seven counties, including Colleton, Darlington, Florence, Horry, Orangeburg, Sumter and Williamsburg. These operations substantiated the removal of over 956,000 cubic yards of vegetative debris.

South Carolina Department of Transportation, Lexington and Richland Counties, South Carolina, Severe Flooding Recovery Operations, 2015 | Mr. Brooks served as operations manager for debris removal monitoring in Lexington and Richland Counties on behalf of SCDOT following a severe flooding event.

He oversaw day-to-day operations for right-of-way collection on SCDOT maintained roadways throughout the Counties.

Putnam County, Tennessee, Severe Winter Storm Recovery Operations, 2015 | Mr. Brooks served as the operations manager overseeing day-to-day debris removal monitoring operations throughout Putnam County. The County performed both hazardous tree and limb removal as well as right-of-way (ROW) collection programs on County maintained roadways.

South Carolina Department of Transportation (SCDOT), Winter Storm Pax Recovery Operations, 2014 | Mr. Brooks served as the operations manager for the SCDOT debris removal monitoring mission in Williamsburg County. He was in charge of overseeing day-to-day operations for all monitoring projects including emergency road clearance, right-of-way collection, and removal of hazardous leaners and hangers on SCDOT maintained roadways throughout the County.

Alabama State Port Authority, Hurricane Isaac Recovery, Wetland Debris Removal Monitoring, 2013 | Mr. Brooks served as operations manager and field supervisor overseeing the debris removal monitoring effort in the ASPA Arlington Park wetlands in Mobile, AL. Debris impacting the 27-acre wetlands consisted of an up to four foot thick layer of logs and wood debris carried into the park by the storm surge in late August 2012. The FEMA-funded debris program involved specialized, low-impact debris removal techniques in accordance with the United States Corps of Engineers permit. A total of 771 cubic yards of debris was successfully removed, allowing for the recovery of the wetlands.

Denham Springs, Louisiana, Hurricane Isaac Recovery Operations, 2012 | Mr. Brooks served as an operations manager for debris removal monitoring efforts on behalf of Denham Springs following the landfall of Hurricane Irene. He was in charge of overseeing day-to-day operations for all monitoring projects including emergency road clearance and debris removal operations and right-of-way collection of over 9,300 CY of vegetative and construction and demolition (C&D) debris throughout the affected areas.

Clark County, Indiana, Tornado Recovery Operations, 2012 | Mr. Brooks served as an operations manager for debris removal efforts following the devastating February severe weather incident which swept through the County and surrounding areas. He was in charge of overseeing day-to-day operations for all monitoring staff throughout the County.

City of Portsmouth, Virginia, Hurricane Irene Recovery Operations, 2011 | Mr. Brooks served as field supervisor overseeing disaster debris removal operations for the City of Portsmouth, VA following Hurricane Irene. The recovery efforts included the collection and removal of over 50,000 cubic yards of debris from the City.

Alabama Department of Conservation and Natural Resources, Tornado Debris Removal Monitoring, 2011 | The devastating tornados in the spring of 2011 ripped through the State of Alabama and ravaged two of the state parks. Mr. Brooks served as the parks field supervisor to oversee field monitors tasked to monitor the removal and reduction of thousands of damaged trees in compliance with FEMA 325 and 327 guidelines.

City of Baytown, Texas, Hurricane Debris Removal Monitoring, 2008 | In 2008, Mr. Brooks served as the field project manager on the City of Baytown debris monitoring effort. Mr. Brook's monitoring team oversaw, monitored, and documented the removal of over 1M cubic yards of storm debris by two prime contractors. Mr. Brooks also coordinated with the City, State, and FEMA to monitor the removal of derelict vessels displaced by the Hurricane Ike storm surge onto public property.

Town of Amherst, New York, Snow Storm Debris Removal Monitoring, 2006 | Following an unusual snow storm that collapsed the pre-fall vegetative canopy in Western New York in 2006, Mr. Brooks served as a field operations supervisor for the Town of Amherst's debris removal monitoring program. The effort monitored, documented, and secured FEMA funding for the removal of over 900,000 cubic yards of vegetative storm debris as well as damaged trees, and hanging limbs from the Town's Right-of-Way.

Escambia County, Florida, Hurricane Debris Disposal Monitoring, 2004 | Following the devastating impact that Hurricane Ivan made on Escambia County, Mr. Brooks served as the Debris Management Site (DMS) manager for Bronson Field, a former U.S. Military base that served as the largest DMS to support Escambia County's debris removal program. County-wide, three prime contractors removed nearly 8M cubic yards of vegetative and construction and demolition debris, nearly 30% of which was processed and reduced at Bronson Field.

TRAINING & CERTIFICATIONS

- OSHA 30-hour Construction Safety
- OSHA 10-hour Construction Safety
- Federal Emergency Management Agency (FEMA) IS-700a – NIMS An Introduction

Raul Cardenas

Project / Operations Manager

FIRM
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EDUCATION
BA: Political Science
MA: Liberal Studies – Political Theory

EXPERIENCE
18 years

PROGRAM EXPERIENCE
FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G) | FHWA ER Program

Mr. Cardenas has 18 years of experience supporting and managing debris monitoring operations throughout the United States. He has worked extensively on private property debris removal programs as well as, right-of-way (ROW) debris monitoring, and leaner, hanger, and stump removal programs in some of the largest areas impacted by debris generating events in the last decade.

PROJECT EXPERIENCE

New Mexico Department of Transportation, New Mexico Wildfires Disaster Recovery Operation, 2022 - 2023 | New Mexico Wildfires suffered devastating impacts from a series of wildfires making their way through the State burning more than 904,422 acres of land. Mr. Cardenas served as the operations manager for NMDOT and monitored all debris removal operations. Thompson has monitored the removal of over 49,522 tons of debris from NMDOT maintained roadways.

LADOTD District 62, Georgia, Hurricane Ida Recovery Operations, 2021 – 2021 | Mr. Cardenas served as the project manager for debris removal monitoring operations on behalf of the LADOT following Hurricane Ida. Mr. Cardenas oversaw day-to-day operations of the extensive right-of-way (ROW) and hazardous tree and limb removal programs. Overall, Thompson substantiated the removal of over 2 million cubic yards of vegetative debris.

City of Mobile, Alabama, Hurricane Sally Disaster Recovery Operation, 2020 - 2021 | Hurricane Sally inundated the Gulf Coast with heavy rains and damaging winds causing large amount of disaster debris. Mr. Cardenas served as the operations manager for the City and monitored all debris removal operations including right-of-way (ROW) removal projects and hazardous tree and limb removal projects. Overall, Thompson monitored the removal of over 848,000 cubic yards of debris from the City.

Aransas County, Texas, Hurricane Harvey Recovery Operations, 2017 – 2018 | Mr. Cardenas served as the project operations manager for debris removal monitoring services on behalf of Aransas County following Hurricane Harvey. Mr. Cardenas oversaw day-to-day operations of the extensive right-of-way (ROW), parks, and private property debris removal (PPDR) programs. Thompson substantiated the removal of over 2.8 million cubic yards of vegetative debris.

Chatham County, Georgia, Hurricane Matthew Recovery Operations, 2016 – 2017 | Mr. Cardenas served as senior operations manager for debris removal monitoring services on behalf of Chatham County following Hurricane Matthew. Mr. Cardenas oversaw day-to-day operations of the extensive right-of-way (ROW), hazardous tree and limb, and private property debris removal (PPDR) programs. Thompson substantiated the removal of over 1,400,000 cubic yards of vegetative debris.

City/Parish of East Baton Rouge, Louisiana, Severe Flooding, ROW and PPDR Program Management, 2016 - 2017 | Mr. Cardenas served as a senior field supervisor for debris removal monitoring efforts on behalf of the City/Parish. He assisted in daily field operations for all monitoring programs including right-of-way (ROW) debris removal and an extended ROW Private Property Debris Removal (PPDR) program. To date over 1.8 million cubic yard of construction and demolition debris have been collected and more than 1,450 applicants participated in the extended ROW PPDR program.

South Carolina Department of Transportation, Dorchester and Berkeley Counties, South Carolina, Severe Flooding Recovery, 2015 | Mr. Cardenas served as operations manager for debris removal monitoring in Dorchester and Berkeley Counties on behalf of SCDOT following a severe flooding event.

He oversaw day-to-day operations for right-of-way collection on SCDOT maintained roadways throughout the Counties.

South Carolina Department of Transportation (SCDOT), Winter Storm Pax Recovery Operations, 2014 | Mr. Cardenas served as the operations manager for the SCDOT debris removal monitoring mission in Marion County. He was in charge of overseeing day-to-day operations for all monitoring projects including emergency road clearance, right-of-way collection, and removal of hazardous leaners and hangers on SCDOT maintained roadways throughout the County. County-wide, nearly 500,000 cubic yards of vegetative debris was collected, temporarily disposed, and burned. In addition, nearly 45,500 hazardous trees were addressed.

Marion County, South Carolina, Winter Storm Pax Recovery Operations, 2014 | Mr. Cardenas served as the operations manager for debris removal monitoring operations in Marion County. He was in charge of overseeing day-to-day operations for all monitoring projects including emergency road clearance, right-of-way collection, and removal of hazardous leaners, hangers on County maintained roadways.

Virginia Department of Transportation (VDOT), Hurricane Irene Recovery Operations, 2011 | Mr. Cardenas served as field supervisor overseeing disaster debris removal operations in the Richmond and Fredericksburg VDOT Districts which included six different residencies across the eastern part of state. The recovery efforts included the collection and removal of over 450,000 cubic yards of debris.

MEMA, Hurricane Deployment, Hurricane Katrina, 2005-2007 | Mr. Cardenas worked as part of a disaster recovery team contracted by MEMA following Hurricane Katrina. The team was responsible for conducting damage assessments, reviewing Right-off-Way collection and disposal operations and the permitting of temporary debris sites. In addition, Mr. Cardenas would review leaner and hanger debris removal programs, private property debris removal programs, and other specialized debris removal programs performed by local governments and the United States Army Corps of Engineers to closely monitor compliance, eligibility, and proper documentation.

South Florida, Hurricane Deployment, Hurricanes Charley, Frances and Jeanne, 2004-2005 | Mr. Cardenas was a part of a response team to provide immediate on-site assistance and a wide range of disaster recovery management and storm debris clean-up monitoring services to aid multiple South Florida communities in making a quick recovery. Mr. Cardenas was assigned to multiple municipalities in Broward County, where he oversaw collection and disposal operations performed at County Debris Management Sites. In addition, Mr. Cardenas provided Quality Assurance/Quality control over municipal debris being disposed of and reduced at County Temporary Debris Management Sites.

TRAINING & CERTIFICATIONS

- OSHA 29 CFR 1910.120 40-Hour HAZWOPER Training
- OSHA 29 CFR 1910.120 8-Hour Refresher Trainings
- National Safety Council Defensive Driving Training
- TSCA Title II 24-Hour Asbestos Inspection and Assessment Training
- FEMA IS 700a. – National Incident Management System, An Introduction

EXHIBIT 1-2: STAFF EXPERIENCE MATRIX

thompson
CONSULTING SERVICES

STAFF EXPERIENCE MATRIX

Thompson Consulting Services

Event/Client	FEMA- DR	Cubic Yardage/ Tonnage	Disaster Debris Contract Management	Contract Procurement Assistance	ROW Debris Removal Monitoring	Parks Debris Removal Monitoring	DMS/Disposal Monitoring	Leaner/ Hangers/ Stumps Removal Monitoring	DMS Environmental Support	Beach Remediation/Restoration	Private Property Debris Removal (PPDR) Administration	Marine/Waterway Debris Removal	Data Collection/ Management/ Billing/ Invoicing	Customer Information/ Service Call Centers	Demolition Administration & Program Management	FEMA Category A&B Reimbursement Support
FLORIDA SEVERE STORM/ TORNADOS 2024																
EVENT TOTAL CUBIC YARDS – 3,397																
Bay County, FL	NA	3,397	◆		◆		◆						◆			
OKLAHOMA SEVERE STORMS 2023																
EVENT TOTAL CUBIC YARDS – 95,655																
City of Sand Springs, OK	4721	95,655	◆		◆	◆	◆	◆					◆			
LOUISIANA SEVERE STORMS/TORNADOS																
EVENT TOTAL CUBIC YARDS – 236,530																
City of Shreveport, LA	NA	236,530	◆		◆	◆	◆						◆			
HURRICANE IDALIA 2023																
EVENT TOTAL CUBIC YARDS – 1,744,757																
Town of Dasher, GA	4738	34,402	◆		◆		◆	◆					◆			
Glynn County, GA	4738	30.948	◆		◆	◆	◆	◆			◆		◆			
Lowndes County, GA	4738	887,415	◆		◆		◆	◆					◆			
City of Remerton, GA	4738	1,200	◆		◆		◆						◆			
Thomas County, GA	4738	14,514	◆		◆		◆						◆			
City of Valdosta, GA	4738	728,366	◆		◆		◆	◆			◆		◆			
Ware County, GA	4738	43,837	◆		◆	◆	◆	◆					◆			
Hillsborough County, FL	4734	1,507	◆		◆		◆	◆					◆			
New Port Richey, FL	4734	2,568	◆		◆		◆	◆					◆			
HURRICANE FIONA 2023																
EVENT TOTAL CUBIC YARDS – 37,492																
Dept. of Transportation, PR	4671	37,492	◆		◆		◆						◆			
FLORIDA SEVERE STORMS/FLOODING 2023																
EVENT TOTAL CUBIC YARDS – 41,853																
City of Fort Lauderdale, FL	4709	41,853	◆	◆	◆		◆					◆	◆		◆	◆
ALABAMA SEVERE STORMS/TORNADOS 2023																
EVENT TOTAL CUBIC YARDS – 484,255																
Alabama Dept. of Transportation	4684	484,255	◆		◆		◆	◆					◆			
HURRICANE IAN 2022 – 2023																
EVENT TOTAL CUBIC YARDS – 11,479,698																
Altamonte Springs, FL	4673	20,613	◆		◆		◆						◆			
Apopka, FL	4673	77,316	◆		◆	◆	◆	◆					◆			
Bonita Springs, FL	4673	247,116	◆		◆		◆	◆					◆			
Casselberry, FL	4673	21,225	◆		◆		◆	◆					◆			
Clewiston, FL	4673	8,022	◆		◆		◆						◆			
Cocoa, FL	4673	3,005	◆		◆		◆						◆			
Daytona Beach, FL	4673	342,909	◆		◆		◆	◆					◆			
DeBary, FL	4673	57,507	◆		◆		◆						◆			

Event/Client	FEMA- DR	Cubic Yardage/ Tonnage	Disaster Debris Contract Management	Contract Procurement Assistance	ROW Debris Removal Monitoring	Parks Debris Removal Monitoring	DMS/Disposal Monitoring	Leaner/ Hangers/ Stumps Removal Monitoring	DMS Environmental Support	Beach Remediation/Restoration	Private Property Debris Removal (PPDR) Administration	Marine/Waterway Debris Removal	Data Collection/ Management/ Billing/ Invoicing	Customer Information/ Service Call Centers	Demolition Administration & Program Management	FEMA Category A&B Reimbursement Support
Deland, FL	4673	55,929	◆		◆		◆	◆					◆			
Desoto County, FL	4673	569,372	◆		◆	◆	◆	◆					◆			
Ft. Myers, FL	4673	641,023	◆		◆		◆	◆					◆			
Ft. Myers Beach, FL	4673	756,295	◆		◆		◆	◆		◆		◆	◆			
Hendry County, FL	4673	41,132	◆		◆		◆						◆			
Hillsborough County, FL	4673	669,652	◆		◆	◆	◆	◆					◆			
Kissimmee, FL	4673	19,823	◆		◆		◆	◆					◆			
LaBelle, FL	4673	13,697	◆		◆		◆						◆			
Lakeland, FL	4673	117,102	◆		◆	◆	◆	◆					◆			
Lee County FL Schools	4673	30,023	◆		◆		◆	◆					◆			
Lee County, FL	4673	5,743,776	◆		◆	◆	◆	◆		◆		◆	◆			
Ocoee, FL	4673	37,377	◆		◆	◆	◆	◆				◆	◆			◆
Orlando, FL	4673	82,079	◆		◆		◆						◆			
Ormond Beach, FL	4673	123,441	◆		◆		◆						◆			◆
Oviedo, FL	4673	33,706	◆		◆		◆	◆				◆	◆			
Port Orange, FL	4673	297,678	◆		◆		◆	◆					◆			◆
Sanibel, FL	4673	1,457,258	◆		◆		◆	◆		◆			◆			
Wellington, FL	4673	3,387	◆		◆		◆						◆			
Winter Garden, FL	4673	9,235	◆		◆		◆						◆			
NEW MEXICO WILDFIRES 2022-2023																
EVENT TOTAL TONNAGE – 49,552																
NM Department of Transportation	4652	49,552	◆		◆		◆	◆	◆		◆	◆	◆	◆	◆	◆
KENTUCKY SEVERE STORMS & FLOODING 2022-2023																
EVENT TOTAL TONNAGE – 331,818																
KY Transportation Cabinet	4663	331,818	◆				◆	◆				◆	◆			
KENTUCKY SEVERE STORMS & FLOODING 2021-2022																
EVENT TOTAL CUBIC YARDS – 542,050																
USACE DRC	4630	433,857			◆		◆	◆					◆			
Mayfield, KY	4630	108,193			◆		◆	◆			◆	◆	◆	◆		
HURRICANE IDA 2021 – 2022																
EVENT TOTAL CUBIC YARDS – 11,760,000																
Ascension Parish, LA	4611	469,000	◆		◆		◆	◆				◆	◆			
City of Denham Springs, LA	4611	71,000	◆	◆	◆		◆	◆					◆			◆
City-Parish of East Baton Rouge, LA	4611	922,000	◆		◆		◆						◆			
Jefferson Parish, LA	4611	1,621,600	◆	◆	◆	◆	◆	◆			◆	◆	◆	◆		
LA Department of Transportation	4611	2,038,000	◆		◆		◆	◆					◆			
Livingston Parish, LA	4611	1,324,000	◆		◆		◆	◆					◆	◆		
Town of Sorrento, LA	4611	9,400	◆		◆		◆						◆			
St. Tammany Parish, LA	4611	2,530,000	◆		◆		◆	◆					◆			
Terrebonne Parish, LA	4611	2,775,000	◆	◆	◆	◆	◆	◆			◆	◆	◆	◆	◆	
SEVERE STORMS & FLOODING																
EVENT TOTAL CUBIC YARDS – 42,800																
City-Parish of East Baton Rouge, LA	4606	42,500	◆		◆		◆						◆			
Ascension Parish, LA	4606	300	◆		◆		◆						◆			

Event/Client	FEMA- DR	Cubic Yardage/ Tonnage	Disaster Debris Contract Management	Contract Procurement Assistance	ROW Debris Removal Monitoring	Parks Debris Removal Monitoring	DMS/Disposal Monitoring	Leaner/ Hangers/ Stumps Removal Monitoring	DMS Environmental Support	Beach Remediation/Restoration	Private Property Debris Removal (PPDR) Administration	Marine/Waterway Debris Removal	Data Collection/ Management/ Billing/ Invoicing	Customer Information/ Service Call Centers	Demolition Administration & Program Management	FEMA Category A&B Reimbursement Support
SEVERE WINTER STORM 2021																
EVENT TOTAL CUBIC YARDS – 153,000																
KY Transportation Cabinet	4592	153,000	◆		◆		◆						◆			
SEVERE WINTER STORM 2021																
EVENT TOTAL CUBIC YARDS – 64,000																
City-Parish East Baton Rouge, LA	4590	64,000	◆		◆		◆						◆			
SEVERE WINTER STORM 2021																
EVENT TOTAL CUBIC YARDS – 79,400																
City of Corpus Christi, TX	4586	75,000	◆		◆		◆						◆			
City of Pearland, TX	4586	4,400	◆		◆		◆						◆			
HURRICANE ZETA 2020																
EVENT TOTAL CUBIC YARDS – 1,473,700																
Jefferson Parish, LA	4577	143,000	◆		◆		◆						◆			
Terrebonne Parish, LA	4577	12,000	◆		◆		◆						◆			
City of Gautier, MS	4576	7,700	◆		◆		◆						◆			
Jackson County, MS	4576	438,000	◆		◆		◆						◆			
City of Long Beach, MS	4576	112,000	◆		◆		◆	◆					◆			
City of Pascagoula, MS	4576	42,000	◆		◆		◆						◆			
Clarke County, AL	4573	243,000	◆		◆		◆	◆					◆			
City of Mobile, AL	4573	261,400	◆		◆	◆	◆	◆					◆			
Mobile County, AL	4573	263,000	◆		◆		◆	◆		◆			◆			
Washington County, AL	4573	213,000	◆		◆		◆	◆					◆			
SEVERE WINTER STORM 2020																
EVENT TOTAL CUBIC YARDS – 477,000																
City of Norman, OK	4575	477,000	◆		◆		◆						◆			
HURRICANE DELTA 2020																
EVENT TOTAL CUBIC YARDS – 77,221																
City-Parish East Baton Rouge, LA	4570	77,221	◆		◆		◆						◆			
HURRICANE SALLY 2020																
EVENT TOTAL CUBIC YARDS – 9,456,677																
Escambia County, FL	4564	4,427,522	◆		◆	◆	◆	◆					◆	◆		◆
City of Gulf Breeze, FL	4564	98,600	◆		◆		◆	◆					◆			
AL Dept. of Transportation	4563	2,451,641	◆		◆		◆	◆					◆			
City of Gulf Shores, AL	4563	656,203	◆		◆	◆	◆	◆		◆			◆			
City of Mobile, AL	4563	408,450	◆		◆	◆	◆	◆					◆			
Mobile County, AL	4563	270,400	◆		◆		◆	◆		◆			◆			
City of Orange Beach, AL	4563	644,782	◆		◆	◆	◆	◆				◆	◆			◆
City of Spanish Fort, AL	4563	95,162	◆		◆		◆	◆					◆			
HURRICANE LAURA 2020																
EVENT TOTAL CUBIC YARDS – 2,415,052																
Grant Parish, LA	4559	1,186,807	◆		◆		◆	◆					◆			◆
Jefferson Davis Parish, LA	4559	215,825	◆		◆		◆	◆					◆			
City of Jennings, LA	4559	54,600	◆		◆		◆	◆					◆			
LA Dept. of Transportation	4559	139,000	◆		◆		◆						◆			

Event/Client	FEMA- DR	Cubic Yardage/ Tonnage	Disaster Debris Contract Management	Contract Procurement Assistance	ROW Debris Removal Monitoring	Parks Debris Removal Monitoring	DMS/Disposal Monitoring	Leaner/ Hangers/ Stumps Removal Monitoring	DMS Environmental Support	Beach Remediation/Restoration	Private Property Debris Removal (PPDR) Administration	Marine/Waterway Debris Removal	Data Collection/ Management/ Billing/ Invoicing	Customer Information/ Service Call Centers	Demolition Administration & Program Management	FEMA Category A&B Reimbursement Support
City of Natchitoches, LA	4559	31,600	◆		◆		◆						◆			
City of Pineville, LA	4559	36,700	◆		◆		◆						◆			
Vernon Parish, LA	4559	726,831	◆		◆		◆	◆					◆			
Winn Parish, LA	4559	148,789	◆		◆		◆	◆					◆			◆
MIDWEST DERECHO 2020																
EVENT TOTAL CUBIC YARDS – 426,440																
IA Dept. of Homeland Security and EM	4557	406,000	◆				◆						◆			
City of Bertram. IA	4557	20,440	◆		◆		◆						◆			
HURRICANE ISAIAS 2020																
EVENT TOTAL CUBIC YARDS – 2,400																
New Hanover County, NC	4568	2,400	◆		◆		◆						◆			
TROPICAL STORM IMELDA 2019																
EVENT TOTAL CUBIC YARDS – 3,755																
City of Beaumont, TX	4466	3,850t	◆		◆		◆						◆			
City of Liberty, TX	4466	3,755	◆		◆		◆						◆			
HURRICANE DORIAN 2019																
EVENT TOTAL CUBIC YARDS – 186,600																
Currituck County, NC	4465	31,200	◆		◆		◆	◆					◆			
Dare County, NC	4465	155,400	◆		◆		◆	◆					◆			
HURRICANE BARRY 2019																
EVENT TOTAL CUBIC YARDS – 87,359																
Terrebonne Parish, LA	4458	50,790	◆		◆		◆						◆			
City-Parish East Baton Rouge, LA	4458	36,569	◆		◆		◆						◆			
HURRICANE MICHAEL 2018 – 2019																
EVENT TOTAL CUBIC YARDS – 4,392,415																
Leon County, FL	4399	1,043,757	◆		◆		◆	◆					◆			
City of Tallahassee, FL	4399	427,650	◆		◆		◆	◆					◆			
Gadsden County, FL	4399	1,524,442	◆		◆	◆	◆	◆					◆			
Jackson County, FL	4399	499,627	◆		◆	◆	◆	◆			◆		◆			
Tyndall Air Force Base, FL	4399	57,466					◆						◆			
Georgia Department of Transportation	4400	184,527	◆		◆		◆						◆			
Thomas County, GA	4400	45,031	◆		◆		◆	◆					◆			
HURRICANE FLORENCE 2018 – 2019																
EVENT TOTAL CUBIC YARDS – 1,816,173																
Town of Bogue, NC	4393	8,915	◆		◆		◆						◆			
Carteret County, NC	4393	1,507,059	◆		◆	◆	◆						◆			
Cumberland County, NC	4393	1,319t	◆		◆		◆						◆			
City of Jacksonville, NC	4393	269,383	◆		◆		◆	◆					◆			
Dept. of Transportation, NC	4393	14,153t	◆		◆		◆	◆					◆			
Town of Swansboro, NC	4393	30,816	◆		◆		◆	◆					◆			
HURRICANE MARIA 2017 – 2019																
EVENT TOTAL CUBIC YARDS – 460,000																
Dept. of Transportation, PR	4339	1,275,612	◆		◆		◆	◆					◆			
HURRICANE IRMA 2017 – 2018																

Event/Client	FEMA- DR	Cubic Yardage/ Tonnage	Disaster Debris Contract Management	Contract Procurement Assistance	ROW Debris Removal Monitoring	Parks Debris Removal Monitoring	DMS/Disposal Monitoring	Leaner/ Hangers/ Stumps Removal Monitoring	DMS Environmental Support	Beach Remediation/Restoration	Private Property Debris Removal (PPDR) Administration	Marine/Waterway Debris Removal	Data Collection/ Management/ Billing/ Invoicing	Customer Information/ Service Call Centers	Demolition Administration & Program Management	FEMA Category A&B Reimbursement Support
EVENT TOTAL CUBIC YARDS – 12,000,000																
City of Altamonte Springs, FL	4337	68,144	◆		◆		◆	◆					◆			
City of Bonita Springs, FL	4337	536,487	◆		◆	◆	◆	◆					◆			
City of Casselberry, FL	4337	31,317	◆		◆		◆	◆					◆			
Citrus County, FL	4337	173,920	◆		◆		◆						◆			
Hendry County, FL	4337	300,110	◆		◆		◆	◆					◆			
City of Cooper City, FL	4337	153,376	◆		◆		◆	◆					◆			
City of Crystal River, FL	4337	3,142	◆		◆		◆						◆			
City of Daytona Beach, FL	4337	117,077	◆		◆		◆						◆			◆
City of Deland, FL	4337	129,377	◆		◆		◆	◆					◆	◆		
City of Delray Beach, FL	4337	173,674	◆		◆		◆	◆					◆			
City of Flagler Beach, FL	4337	27,515	◆		◆		◆						◆			
City of Ft Lauderdale, FL	4337	647,519	◆		◆	◆	◆	◆		◆			◆			◆
City of Ft Myers, FL	4337	331,986	◆		◆		◆	◆					◆			
Town of Ft Myers Beach, FL	4337	24,783	◆		◆		◆						◆			
Glades County, FL	4337	40,827	◆		◆		◆						◆			
Hernando County, FL	4337	118,699	◆		◆		◆	◆					◆			
City of Hialeah, FL	4337	211,704	◆		◆		◆	◆					◆			
City of Inverness, FL	4337	10,238	◆		◆		◆						◆			
City of Lake Mary, FL	4337	55,826	◆		◆		◆	◆					◆			
City of Lakeland, FL	4337	260,084	◆		◆		◆	◆					◆			◆
City of Largo, FL	4337	54,992	◆		◆		◆						◆			
Lee County, FL	4337	2,319,785	◆		◆	◆	◆	◆				◆	◆			
City of Leesburg, FL	4337	27,118	◆		◆		◆	◆					◆			
Leon County, FL	4337	37,619	◆		◆		◆						◆			
City of Maitland, FL	4337	36,443	◆		◆		◆	◆					◆			
Manatee County, FL	4337	560,188			◆		◆	◆			◆		◆			
City of Margate, FL	4337	94,506	◆		◆		◆	◆					◆			◆
City of Miami Springs, FL	4337	165,755	◆		◆		◆	◆					◆			
City of Oak Hill, FL	4337	6,124	◆		◆		◆						◆			
City of Orange City, FL	4337	47,722	◆		◆	◆	◆	◆					◆			
City of Orlando, FL	4337	216,508	◆		◆		◆	◆					◆			
City of Ormond Beach, FL	4337	157,371	◆		◆		◆	◆					◆			
City of Oviedo, FL	4337	39,208	◆		◆		◆						◆			
City of Palm Bay, FL	4337	253,867	◆		◆		◆						◆			
City of Stuart, FL	4337	17,851	◆		◆		◆	◆					◆			
Sumter County, FL	4337	116,322	◆		◆		◆	◆					◆			
Solid Waste Authority Palm Beach Co	4337	3,035,786	◆		◆		◆	◆			◆		◆			◆
City of Venice, FL	4337	12,817	◆		◆		◆	◆					◆			
City of Vero Beach, FL	4337	69,897	◆		◆		◆						◆			
Volusia County, FL	4337	858,138	◆		◆	◆	◆	◆			◆		◆	◆		◆
Chatham County, GA	4338	100,889	◆		◆		◆	◆					◆			
Georgia Department of Transportation	4338	27,559	◆		◆		◆						◆			
HURRICANE HARVEY 2017 – 2018																

Event/Client	FEMA- DR	Cubic Yardage/ Tonnage	Disaster Debris Contract Management	Contract Procurement Assistance	ROW Debris Removal Monitoring	Parks Debris Removal Monitoring	DMS/Disposal Monitoring	Leaner/ Hangers/ Stumps Removal Monitoring	DMS Environmental Support	Beach Remediation/Restoration	Private Property Debris Removal (PPDR) Administration	Marine/Waterway Debris Removal	Data Collection/ Management/ Billing/ Invoicing	Customer Information/ Service Call Centers	Demolition Administration & Program Management	FEMA Category A&B Reimbursement Support
EVENT TOTAL CUBIC YARDS – 3,000,000																
Aransas County, TX	4332	2,775,000	◆		◆	◆	◆	◆			◆		◆			
City of Beaumont, TX	4332	70,857	◆		◆		◆						◆			
City of Lake Jackson, TX	4332	4,281	◆		◆		◆						◆			
Newton County, TX	4332	8,859	◆		◆		◆				◆		◆			
City of Santa Fe, TX	4332	22,690	◆		◆		◆						◆			
City of Texas City, TX	4332	22,400	◆		◆		◆						◆			
TENNESSEE WILDFIRES 2016 – 2018																
EVENT TOTAL CUBIC YARDS – 676t																
City of Gatlinburg, TN	4293	404t	◆	◆							◆		◆	◆	◆	
Sevier County, TN	4293	272t	◆	◆							◆		◆	◆	◆	
HURRICANE MATTHEW 2016 – 2017																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 3,532,000																
City of Norfolk, VA	4291	29,000	◆		◆		◆	◆					◆			
City of Southern Shores, NC	4285	20,000	◆		◆		◆	◆					◆			
Dare County, NC	4285	96,000	◆		◆		◆	◆				◆	◆			
City of Lumberton, NC	4285	26,000	◆		◆		◆	◆					◆			
SC Department of Transportation	4286	960,000	◆		◆		◆	◆					◆			◆
Chatham County, GA	4284	1,400,000	◆		◆	◆	◆	◆			◆		◆			
City of Effingham, GA	4284	11,000	◆		◆		◆	◆					◆			
City of Pooler, GA	4284	17,000	◆		◆		◆	◆					◆			
Georgia Department of Transportation	4284	180,000	◆		◆		◆	◆					◆			
City of St. Augustine, FL	4283	83,000	◆		◆		◆	◆					◆			◆
City of Orange City, FL	4283	13,000	◆		◆		◆	◆					◆			
City of Ormond Beach, FL	4283	170,000	◆		◆		◆	◆					◆			◆
City of Deland, FL	4283	57,000	◆		◆		◆	◆					◆			◆
City of Daytona Beach, FL	4283	330,000	◆		◆		◆	◆					◆			◆
City of Palm Bay, FL	4283	99,000	◆		◆		◆	◆								
Solid Waste Authority Palm Beach Co.	4283	14,000	◆		◆		◆	◆					◆			◆
City of Vero Beach, FL	4283	27,000	◆		◆		◆	◆					◆			
SEVERE STORMS & FLOODING 2016																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 2,050,000																
City-Parish of East Baton Rouge, LA	4277	1,800,000	◆		◆		◆		◆		◆		◆	◆		◆
City of Denham Springs, LA	4277	250,000	◆		◆		◆				◆		◆	◆		◆
SEVERE STORMS & FLOODING 2016																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 44,736																
Vernon Parish, LA	4263	7,706	◆		◆		◆						◆			◆
Newton County, TX	4266	37,030	◆		◆		◆						◆			◆
SEVERE STORMS & FLOODING 2015																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 120,000																
SC Department of Transportation	4241	120,000	◆	◆	◆		◆						◆			◆
SEVERE WINTER STORM PANDORA 2015																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 271,000																
Putnam County, TN	4211	140,000	◆		◆		◆	◆					◆			◆

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Fentress County, TN	4211	77,000	◆		◆		◆	◆					◆			◆
Overton County, TN	4211	54,000	◆		◆		◆	◆					◆			◆
TORNADOES 2014																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 144,000																
City of Adamsville, AL	4176	22,000	◆		◆		◆	◆					◆			◆
City of Graysville, AL	4176	80,000	◆		◆		◆	◆					◆			◆
City of Kimberly, AL	4176	20,000	◆		◆		◆	◆					◆			◆
Lee County, AL	4176	22,000	◆		◆		◆	◆					◆			◆
SEVERE WINTER STORM PAX 2014																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 2,930,000																
South Carolina DOT	4166	1,200,000	◆		◆		◆	◆	◆				◆			◆
Georgetown County, SC	4166	105,000	◆		◆	◆	◆	◆					◆	◆		◆
Marion County, SC	4166	25,000	◆		◆		◆	◆					◆			
Williamsburg County, SC	4166	40,000	◆		◆	◆	◆	◆					◆			
Aiken County, SC	4166	1,500,000	◆		◆	◆	◆	◆				◆	◆			◆
Allendale County, SC	4166	60,000	◆		◆		◆	◆					◆			
HURRICANE ISAAC 2013																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 950																
Iberville Parish, LA (Waterways)	4080	950	◆				◆					◆	◆			◆
HURRICANE ISAAC 2013																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 1,000																
AL Port Authority (Wetlands)	4082	1,000	◆									◆	◆			
HURRICANE SANDY 2012																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 125,000																
City of Hoboken, NJ	4086	25,000	◆	◆	◆								◆			◆
Town of Babylon, NY	4085	100,000	◆		◆								◆			
HURRICANE ISAAC 2012																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 92,000																
Terrebonne Parish, LA	4080	56,000	◆		◆	◆	◆	◆					◆			◆
Denham Spring, LA	4080	9,000	◆		◆	◆	◆	◆					◆			◆
Hancock County, MS	4081	23,000			◆		◆			◆			◆			
Jackson County, MS	4081	4,000			◆		◆									◆
HURRICANE IRENE 2011																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 465,000																
Saluda Residency, Virginia DOT	4024	100,000			◆		◆	◆								
Petersburg Residency, Virginia DOT	4024	75,000			◆		◆	◆								
Ashland Residency, Virginia DOT	4024	200,000			◆		◆	◆								
Chesterfield Residency, Virginia DOT	4024	15,000			◆		◆	◆								
City of Portsmouth, Virginia	4024	50,000			◆		◆	◆								
Brunswick County, Virginia	4024	25,000			◆		◆	◆								
TORNADOES 2011																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 450,000																
City of Tuscaloosa, AL	1971	N/A		◆							◆		◆	◆	◆	◆
Calhoun County, AL	1971	350,000	◆		◆		◆	◆	◆		◆		◆		◆	◆

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Alabama DCNR	1971	100,000	◆		◆	◆	◆	◆	◆				◆		◆	
TORNADOES 2010																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 18,944																
City of Norman, OK[1]	1926	18,944	◆		◆		◆	◆	◆				◆			◆
FLOODING 2010																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 348,895																
City of Nashville, TN [2]	1909	275,540			◆		◆		◆				◆			
City of Cedar Rapids, IA[2]	1763	109,355	◆												◆	
ROCKSLIDES 2009																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 60,000																
City of Chattanooga, TN	N/A	60,000	◆		◆	◆										
SNOWSTORMS 2009																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 59,765																
Town of Spencer, MA[1]	1813	10,930	◆		◆		◆	◆	◆				◆			◆
Town of Sterling, MA[1]	1813	48,835	◆		◆		◆	◆	◆				◆			◆
HURRICANE IKE 2008																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 12,275,208																
City of Houston, TX[1]	1791	4,500,000	◆	◆	◆	◆	◆	◆	◆				◆	◆		◆
Harris County, TX [1]	1791	2,500,000	◆	◆	◆	◆	◆	◆	◆				◆	◆		◆
Galveston County, TX [3]	1791	1,400,000	◆		◆	◆	◆	◆	◆		◆		◆	◆		◆
City of Baytown, TX [1]	1791	1,000,000	◆		◆	◆	◆	◆	◆			◆	◆	◆		◆
Montgomery County, TX [1]	1791	871,452	◆		◆		◆	◆	◆				◆			◆
Fort Bend County, TX[1]	1791	415,000	◆		◆	◆	◆	◆	◆				◆			◆
Town of Dauphin Island, AL[1]	1797	50,000	◆		◆	◆				◆	◆	◆	◆			◆
Hardin County, TX [1]	1791	200,000	◆		◆		◆	◆	◆				◆			◆
City of Sugarland, TX [1]	1791	125,000	◆		◆	◆	◆	◆	◆				◆			◆
City of Missouri City, TX [1]	1791	97,238	◆		◆	◆	◆	◆	◆				◆			◆
HURRICANE GUSTAV 2008																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 968,727																
Terrebonne Parish, LA[2]	1786	296,039	◆		◆	◆	◆	◆	◆		◆	◆	◆		◆	◆
St. Landry Parish, LA[2]	1786	225,000	◆		◆	◆	◆	◆	◆		◆		◆			◆
Iberville Parish, LA[2]	1786	179,185	◆		◆	◆	◆	◆	◆				◆			◆
City of New Orleans, LA[2]	1786	136,559	◆		◆	◆	◆	◆	◆				◆			◆
City of Thibodaux, LA[4]	1786	78,820	◆		◆	◆	◆	◆	◆				◆			◆
St John the Baptist Parish, LA[1]	1786	53,124	◆		◆	◆	◆	◆	◆				◆			◆
HURRICANE DOLLY 2008																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 612,050																
Hidalgo County, TX[1]	1780	310,585	◆	◆	◆	◆	◆	◆	◆				◆	◆		◆
Cameron County, TX[2]	1780	301,465	◆	◆	◆	◆	◆	◆	◆				◆	◆		◆
IOWA FLOODING 2008																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 200,000																
City of Waterloo, IA[1]	1763	200,000	◆		◆		◆		◆				◆			
MIDWEST ICE STORM 2007																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 825,000																

Event/Client	FEMA- DR	Cubic Yardage/ Tonnage	Disaster Debris Contract Management	Contract Procurement Assistance	ROW Debris Removal Monitoring	Parks Debris Removal Monitoring	DMS/Disposal Monitoring	Leaner/ Hangers/ Stumps Removal Monitoring	DMS Environmental Support	Beach Remediation/Restoration	Private Property Debris Removal (PPDR) Administration	Marine/Waterway Debris Removal	Data Collection/ Management/ Billing/ Invoicing	Customer Information/ Service Call Centers	Demolition Administration & Program Management	FEMA Category A&B Reimbursement Support
City of Norman, OK[1]	1735	750,000	◆		◆	◆	◆	◆	◆		◆		◆		◆	◆
City of Webb City, MO[1]	1736	75,000	◆		◆		◆	◆	◆		◆		◆		◆	◆
MIDWEST ICE STORM 2007																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 2,101,539																
City of Springfield, MO[1]	1676	1,448,539	◆		◆	◆	◆	◆	◆		◆		◆		◆	◆
Greene County, MO[2]	1676	545,000	◆		◆	◆	◆	◆	◆		◆		◆		◆	◆
City of Lebanon, MO[2]	1676	108,000	◆		◆		◆	◆	◆		◆		◆		◆	◆
BUFFALO SNOW STORM 2006																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 1,386,000																
Town of Amherst, NY[2]	1655	800,000	◆		◆	◆	◆	◆	◆				◆			◆
Town of Tonawanda, NY[2]	1655	200,000	◆		◆	◆	◆	◆	◆				◆			◆
City of Lackawanna, NY[2]	1655	150,000						◆					◆			
City of North Tonawanda, NY[2]	1655	100,000	◆		◆	◆	◆	◆	◆				◆			◆
Genesee County, NY[2]	1655	80,000	◆		◆	◆	◆	◆	◆				◆			◆
Erie County, NY[4]	1655	50,000	◆										◆			
Town of Alden, NY[4]	1655	6,000	◆										◆			
HURRICANE WILMA 2005																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 8,579,640																
Miami-Dade County, FL[2]	1609	3,000,000	◆		◆		◆		◆				◆			◆
Collier County, FL[4]	1609	932,000	◆										◆			◆
City of Ft. Lauderdale, FL[2]	1609	901,000	◆		◆	◆	◆	◆	◆	◆		◆	◆	◆		◆
City of Hollywood, FL[2]	1609	600,000	◆		◆	◆	◆	◆	◆				◆			◆
Town of Davie, FL[4]	1609	593,789	◆										◆			◆
City of Boca Raton, FL[4]	1609	574,200	◆										◆			◆
City of Plantation, FL[4]	1609	366,551	◆										◆			◆
City of Parkland, FL[4]	1609	244,910	◆										◆			◆
City of Weston, FL[4]	1609	244,395	◆										◆			◆
City of Cooper City, FL[4]	1609	217,464	◆										◆			◆
City of Coral Gables, FL[4]	1609	213,947	◆										◆			◆
Broward County, FL[4]	1609	204,105	◆										◆			◆
City of Sunrise, FL[4]	1609	199,548	◆										◆			◆
City of Oakland Park, FL[4]	1609	151,906	◆										◆			◆
City of Miami Beach, FL[4]	1609	135,825	◆										◆			◆
HURRICANE KATRINA 2005																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 27,143,468																
Hancock County, MS[4]	1604	5,773,291	◆										◆			◆
Jackson County, MS[4]	1604	3,183,425	◆										◆			◆
City of Gulfport, MS[1]	1604	2,600,000	◆	◆	◆	◆	◆	◆	◆		◆	◆	◆	◆	◆	◆
Forrest County, MS[4]	1604	2,496,933	◆										◆			◆
Jones County, MS[4]	1604	1,961,427	◆										◆			◆
Harrison County, MS[1]	1604	1,850,000	◆		◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆
Lamar County, MS[4]	1604	1,533,579														
City of Pass Christian, MS[4]	1604	1,484,288	◆										◆			◆
City of Pascagoula, MS[4]	1604	1,236,646	◆										◆			◆

Event/Client	FEMA- DR	Cubic Yardage/ Tonnage	Disaster Debris Contract Management	Contract Procurement Assistance	ROW Debris Removal Monitoring	Parks Debris Removal Monitoring	DMS/Disposal Monitoring	Leaner/ Hangers/ Stumps Removal Monitoring	DMS Environmental Support	Beach Remediation/Restoration	Private Property Debris Removal (PPDR) Administration	Marine/Waterway Debris Removal	Data Collection/ Management/ Billing/ Invoicing	Customer Information/ Service Call Centers	Demolition Administration & Program Management	FEMA Category A&B Reimbursement Support
Mobile County, AL	1605	789,658	◆		◆		◆	◆								
City of Mobile, AL	1605	728,469	◆		◆		◆	◆								
George County, MS [4]	1604	651,359	◆										◆			◆
Perry County, MS [4]	1604	550,967	◆										◆			◆
Walthall County, MS [4]	1604	507,754	◆										◆			◆
City of New Orleans, LA[2]	1603	401,238	◆	◆	◆		◆		◆		◆		◆	◆	◆	◆
Jefferson Parish, LA [4]	1603	397,770	◆										◆			◆
City of Slidell, LA [4]	1603	153,165	◆										◆			◆
City of Covington, LA [4]	1603	143,919	◆										◆			◆
Lafourche Parish, LA [4]	1603	134,384	◆										◆			◆
Jasper County, MS	1604	131,251	◆		◆		◆	◆								
Town of Dauphin Island, AL	1605	94,037	◆		◆		◆	◆		◆		◆				
City of Prichard, AL	1605	70,445	◆		◆		◆	◆								
Clark County, MS	1604	90,134	◆		◆		◆	◆								
City of Citronelle, AL	1605	48,423	◆		◆		◆	◆								
City of Saraland, AL	1605	44,419	◆		◆		◆	◆								
City of Satsuma, AL	1605	29,404	◆		◆		◆	◆								
Choctaw County, AL	1605	26,409	◆		◆		◆	◆								
City of Bayou Le Batre, AL	1605	18,336	◆		◆		◆	◆								
City of Creola, AL	1605	7,719	◆		◆		◆	◆								
City of Mt. Vernon, AL	1605	4,619	◆		◆		◆	◆								
HURRICANE RITA 2005																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 4,800,000																
Jefferson County, TX[2]	1606	4,600,000	◆		◆		◆	◆	◆		◆		◆	◆		◆
Monroe County, FL[2]	1602	200,000	◆	◆	◆		◆		◆	◆		◆	◆			◆
HURRICANE DENNIS 2005																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 3,600,000																
Santa Rosa County, FL [1]	1595	2,000,000	◆		◆	◆	◆	◆	◆				◆	◆		◆
Escambia County, FL [1]	1595	1,200,000	◆		◆	◆	◆	◆	◆				◆	◆		◆
City of Pensacola, FL [1]	1595	400,000	◆		◆	◆	◆	◆	◆				◆	◆		◆
HURRICANE IVAN 2004																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 9,733,300																
Escambia County, FL [2]	1551	7,681,500	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆		◆
City of Pensacola, FL [1]	1551	1,343,000	◆		◆	◆	◆	◆	◆		◆		◆	◆		◆
Florida Dept. of Transportation[1]	1551	708,800	◆		◆		◆		◆				◆			
HURRICANE FRANCES 2004																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 200,000																
City of Boca Raton, FL [1]	1545	200,000	◆		◆		◆						◆			◆
HURRICANE CHARLEY 2004																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 3,883,434																
Charlotte County, FL [4]	1539	1,870,669	◆										◆			◆
City of Orlando, FL [2]	1539	1,035,500	◆		◆	◆	◆	◆	◆				◆			
Orange County, FL [4]	1539	977,265	◆										◆			◆

[1] This work was completed by Beck Disaster Recovery's principal owners. Beck Disaster Recovery was acquired in 2009 and dissolved in 2011. Jon Hoyle, Thompson's President, served as the technical lead on this project.

[2] This work was completed by Beck Disaster Recovery's principal owners. Beck Disaster Recovery was acquired in 2009 and dissolved in 2011. Nate Counsell, Thompson's Vice President, served as the technical lead on this project.

[3] This work was completed by Beck Disaster Recovery. Beck Disaster Recovery was acquired in 2009 and dissolved in 2011. Nicole Counsell, Thompson's Grant Management Consultant, served as the technical lead on this project.

[4] This work was administered by Asevotech for Ashbritt Environmental. Wes Holden, Thompson's Director of Operations, served as the technical data administration lead on this project.

EXHIBIT 1-3: OSHA SAFETY LOGS

thompson
CONSULTING SERVICES

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2023

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of…	(M)		(M)
(1) Injury	0	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name: Thompson Consulting Services

Street: 2601 Maitland Center Parkway

City: Maitland State: Florida Zip: 32751

Industry description (e.g., Manufacture of motor truck trailers)

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

OR North American Industrial Classification (NAICS), if known (e.g., 336212)

5 4 1 6 1 4

Employment information

Annual average number of employees: 50

Total hours worked by all employees last year: 85,026

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

John H. Baker, III — Company executive

Chairman/CEO, THI — Title

Phone

5-Jan-24 — Date

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2022

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of…	(M)		(M)
(1) Injury	0	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name: Thompson Consulting Services

Street: 2601 Maitland Center Parkway

City: Maitland State: Florida Zip: 32751

Industry description (e.g., Manufacture of motor truck trailers)

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

OR North American Industrial Classification (NAICS), if known (e.g., 336212)

5 4 1 6 1 4

Employment information

Annual average number of employees: 28

Total hours worked by all employees last year: 58,705

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

John H. Baker, III — Company executive

President/CEO — Title

251-666-2443 — Phone

19-Jan-22 — Date

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2021

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of…	(M)		(M)
(1) Injury	0	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name: Thompson Consulting Services

Street: 2601 Maitland Center Parkway

City: Maitland State: Florida Zip: 32751

Industry description (e.g., Manufacture of motor truck trailers)

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

OR North American Industrial Classification (NAICS), if known (e.g., 336212)

5 4 1 6 1 4

Employment information

Annual average number of employees: 24

Total hours worked by all employees last year: 48,071

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

John H. Baker, III
Company executive

President/CEO
Title

(251) 665-5438
Phone

1-24-2022
Date

EXHIBIT 1-4: BONDING CAPACITY LETTER

thompson
CONSULTING SERVICES

CNA SURETY

Nashville Branch Office
22 Century Blvd., Suite 250, Nashville, TN 37214

Bailey Gordon
Underwriter
Telephone 615-886-3157
bailey.gordon@cnasurety.com

August 27, 2024

City of Tyler
Purchasing Department
Attn: Sherry Pettit
304 N. Border Ave.
Tyler, TX. 75702

Re: RFP No. 24-035 Disaster Debris Monitoring and Management Services Standby Contract

To Whom It May Concern:

We are writing to you at the request of our customer, Thompson Consulting Services, (Thompson). It is our understanding that Thompson is interested in responding to the above captioned RFP.

CNA, through our subsidiary, Continental Casualty Company, provides surety credit to Thompson. The company's financial strength and consulting expertise are both outstanding, as is their history of successful project completion. Single project bonding capacity is in excess of $10MM with total bonding capacity in excess of $20MM. If Thompson is awarded work under the RFP, it would be our current intention to provide bonding as needed based on a mutually satisfactory contract.

Continental Casualty Company is an approved surety by the United States Department of Treasury, is authorized to do business in the state of Texas, and carries an AM Best rating of A XV.

Any arrangement for bonds required by the contract is a matter between Thompson and the Surety and we assume no liability to you or third parties, if for any reason we do not execute these bonds.

Please feel free to contact me with any questions you may have in regard to this letter.

Very truly yours,

Bailey Gordon

Bailey Gordon
Underwriter
Nashville

SECTION 2
Resources & Availability

Staff Overview

Thompson's staff of consultants is amongst the most educated, qualified, and dynamic in the industry. Our personnel are disaster recovery and response experts, business, and financial consultants; registered professional engineers, geologists, and surveyors; scientists; and technical professionals in the following disciplines: civil, structural, environmental, geotechnical, hydraulic, mechanical, and electrical engineering. Thompson has over **500** multi-disciplined personnel on staff with diverse qualifications that can be drawn upon to address any project needs. Thompson has provided the following list of personnel by discipline as evidence of our unique qualifications and credentials as well as our capacity to support projects of any size and scope.

Personnel by Discipline

Grant/Financial Consultants	10	Environmental Engineers	2
Debris Project Managers	30	Geologists	9
Debris Supervisors	50	Scientists/Environmental	6
On-call Debris Monitors	1000	Construction Inspectors	167
Construction Managers	7	Landscape Architect	2
Architects	6	Professional Land Surveyors	11
Civil Engineers	60	Sanitary Engineer	4
Cost Engineer / Estimator	2	Safety / Occupation Health Engineer	4
Structural Engineers	11	Scheduler	2
Geotechnical Engineers	11	Mechanical Engineer	1
Transportation Engineers	12	Hydraulic Engineer	3
GIS Specialist	6	Support Staff	100

Thompson provides the City with access to a unique combination of experience, services, resources, and personnel through our family of companies. With advanced degrees in business, economics, finance, engineering, computer science and other disciplines we provide a well-rounded perspective and approach to problem solving in the emergency management and disaster recovery industry.

Professional Licenses and Certifications / Training Courses

Thompson believes it is critical to educate our staff and provide them with the credentials that are recognized by the federal, state, and local emergency management community. Many of our staff members are credentialed with some combination of the certifications provided in the table below. Also, many of our project management consultants hold various Occupational Safety and Health Administration (OSHA) certifications for safety and other project related activities.

Table 2-1: Staff Certifications & Training

Agency/Course	Certification Title
FEMA IS 1A	Emergency Program Manager, an Orientation to the Position
FEMA IS 30b	Mitigation eGrants System for the Subgrant Applicant
FEMA IS 31b	Mitigation eGrants System for the Grant Applicant
FEMA IS 100c	Introduction to the Incident Command System
FEMA IS 120c	An Introduction to Exercises
FEMA IS 200c	Basic Incident Command System for Initial Response
FEMA IS 230e	Fundamentals of Emergency Management

Agency/Course	Certification Title
FEMA IS 241c	Decision Making and Problem Solving
FEMA IS 242c	Effective Communication
FEMA IS 253b	Overview of FEMA's Environmental and Historic Preservation Review
FEMA IS 393b	Introduction to Hazard Mitigation
FEMA IS 403	Introduction to Individual Assistance
FEMA IS 1300	Introduction to Continuity of Operations
FEMA IS 1000	Public Assistance Program and Eligibility
FEMA E376	Public Assistance Operations
FEMA IS 632a	Introduction to Debris Operations in FEMA's PA Program
FEMA IS 634	Introduction to FEMA's Public Assistance Program
FEMA IS 700b	National Incident Management System (NIMS) an Introduction

This coursework and continuing education allows our employees to remain current with ever-changing policy while earning certifications that will provide them with credibility within the federal, state and local emergency management community.

Staffing Capacity

Thompson is extremely proud of our response time record and our ability to deploy resources quickly and efficiently in disaster situations across the country. Thompson has over 500 full-time and 70 part-time multi-disciplined personnel on staff with diverse qualifications that can be drawn upon to address any project needs. Additionally, Thompson has a network of more than 150 on-call debris removal monitoring managers and supervisors and more than 1,000 inspectors we can rapidly deploy as needed.

2,500+
field staff recruited & hired following Hurricane Ian

Additionally, Thompson maintains a professional recruiting and staffing department in-house so that we can respond quickly and efficiently to surge staffing demands regardless of the size and scale of the disaster incident. As an example of our staffing abilities, we have summarized our response times to previous disasters and resources deployed in the following table.

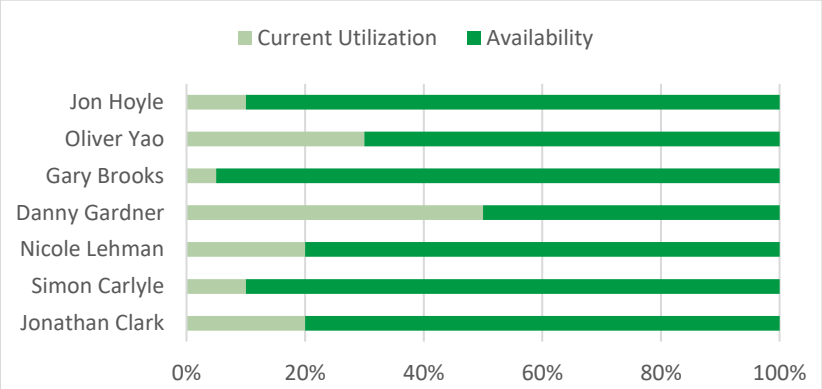
Table 2-2: Previous Response Times and Resources Deployed

Disaster	Year	Number of Clients	Response Time	Field Staff Hired
Hurricane Ian (FEMA DR-4673)	2022	30	Within 12-24 hours of NTP	2,538
New Mexico Wildfires (FEMA DR-4652)	2022	1	Within 12-24 hours of NTP	125
Kentucky Severe Winter Storm (FEMA DR-4592)	2021	1	Within 48 hours of NTP	529
Hurricane Ida (FEMA DR-4611)	2021	13	Within 12-24 hours of NTP	2,900
Hurricane Sally (FEMA DR-4563,4564)	2020	10	Within 12-24 hours of NTP	1,425
Hurricane Dorian (FEMA DR-4465)	2019	2	Within 24 hours of NTP	160
Hurricane Michael (FEMA DR-4399, 4400)	2018	13	24 hours prior to NTP	1,300
Hurricane Florence (FEMA DR-4393, 4394)	2018	13	48 hours prior to NTP	989
Hurricane Maria (FEMA DR-4339)	2017	1	Within 24 hours of NTP	1,200
Hurricane Irma (FEMA DR-4337, 4338)	2017	47	Within 12-24 hours of NTP	1,600
Hurricane Harvey (FEMA DR-4332)	2017	6	Within 12 hours of NTP	200
Hurricane Matthew (FEMA DR-4283-86)	2016	17	48 hours prior to NTP	600
Louisiana Severe Flooding (FEMA DR-4277)	2016	2	24 hours prior to NTP	440
South Carolina Severe Flooding (FEMA DR-4241)	2015	1	Within 48 hours of NTP	55
Winter Storm Pax (FEMA DR-4166)	2014	6	Within 48 hours of NTP	475

Availability

The following graphic represents the current commitment over the next year of key members of the assigned project personnel. The exact number of dedicated days of each assigned staff member as well as the various quantity of staff and technical expertise will vary depending on the severity and length of a disaster event and the subsequent recovery process.

Figure 2-1: Availability – Assigned Personnel



The following table summarizes our current workload and future commitments to other disaster monitoring contracts as a percentage of total workload for key project personnel.

Table 2-3: Current Workload-Disaster Debris Monitoring & Grant Administration

Current Availability of Project Staff (percentage)	Current Future Contractually Obligated Man Hours	Obligated Man Hours as a Percentage of Total Workload
95%	<1,000	<10%

Thompson maintains the experience, personnel, and resources necessary to fulfill the scope of work required by the City. Following a future disaster, the City can expect the priority treatment that Thompson is committed to delivering

Sub-Contractor Participation

Thompson maintains the resources and experience to fulfill the scope of work requested by the City without the need to employ an additional subcontractor. However, should the scope of work expand to include an opportunity to engage additional resources, Thompson will work with the City to identify an appropriate subcontractor.

Although Thompson maintains the resources and experience necessary to fulfill the majority of services requested by our clients, we actively seek opportunities to connect with additional partners that best serve our clients. We often encourage and engage the participation of disadvantaged business enterprises (DBE) to include small, minority, and women owned business enterprises in the communities where we work and have over 20 pre-position agreements with DBE subconsultants across the United States. Thompson has utilized DBE subconsultants on state, federal, and municipal projects involving specific goals and/or federal funds or grants and has invested millions in DBE subcontracting.

20+
nationwide S/M/WBE partnerships

Thompson has a proven history of meeting or exceeding our subcontracting goals on past projects, and we will take all steps to confirm compliance with all applicable federal or state laws or ordinances for DBE participation, including 2 CFR 200.321.

Equipment Resources

Thompson has provided disaster recovery services to various clients over the years; on past projects we have not had any issues with supplying sufficient amounts of equipment and supplies. However, we do have pre-event contracts in place to provide additional supplies as needed within 24-hours. All equipment listed will be available to support the City during preparedness measures and post-disaster operations. The following items are supplied to field personnel prior to mobilization:

- Safety Equipment: Hard hats, safety glasses, and safety vests are provided to all personnel. All personnel are required to wear steel toed boots at their own expense. Field supervisors are provided medical kits.
- Communication Device: Cell phones, and/or radios are provided to our field personnel based upon the project needs.
- Laptops and Portable Printers / Scanners / Copiers / Fax Machines: These items are provided to the Thompson Team's management personnel for use in vehicles or mobile command centers as needed.
- Additional Field / Office Supplies: All necessary forms (field documents, truck certification, etc.) and office supplies are kept in stock and provided prior to mobilization.

A listing of our office and field equipment is shown in the following table.

Table 2-4: Available Field Equipment

Resources/Field Equipment	Quantity	Resources/Field Equipment	Quantity
Southeast Offices	26	Full Time Employees	500
ADMS Sets	2,800	Stand-by Disaster Recovery Employees	1,200
Computer – Desktop Station	175	Printers / Copier – Color Laser	100
Computer – Laptop	175	Printers – Black and White Laser	25
Starlink Units	10	Printer / Copier / Scanner / Fax– Portable	30
MiFi Access Point	50	Digital Cameras	25
Communication – Cell Phones	213	Handheld GPS Units	100
Communication – Radios	83	Boats (12' to 22')	10
Communication – Desktop Phones	350	Trucks	6

Connectivity Equipment

Dependable infrastructure and communication access is not only necessary during immediate project staffing or mobilization, but also throughout project operations to ensure quicker and more efficient data collection and reporting. Therefore, Thompson has invested in 10 highly portable Starlink units that allow access to high-speed internet via satellites to clients across the United States and Caribbean.

Although our debris removal monitoring technologies, such as TDMS*mobile* detailed within our proposal response have a disconnected architecture and are fully operational in a post storm environment where cellular networks are compromised or destroyed, the Starlink units give field teams the ability to move

from a disconnected environment with nightly data uploads to near-real time, connected operations. This allows for quicker reporting and data QA/QC activities. Additionally, these units support Wi-Fi calling and texting increasing communication and safety of field teams located in remote or desolate areas. Thompson's Starlink units have been utilized on the following projects:

2022 Puerto Rico: units were utilized following Hurricane Fiona on the western portion of the island where cell connectivity was scarce.

2022 Southwest Florida: units were deployed to the barrier islands following the devastating impacts of Hurricane Ian which completely destroyed cellular connectivity and communications infrastructure.

2023 New Mexico: units were used to support field operations and local data center in the Calf Canyon / Hermits Peak area following widespread fires throughout remote areas of northern New Mexico.

Current Workload

Thompson strongly believes that responsible disaster response consultants should disclose their commitments so that perspective clients can gauge whether they can reliably provide critical resources in the event of mobilization. To ensure that we can deliver the full force of manpower committed in our proposal, Thompson limits its stand-by commitments to ensure that we can responsibly exceed our clients' expectations. Thompson is fully prepared to respond to both large and small disaster incidents, our technical approach is carefully developed to be scalable and flexible so that we remain extremely responsive and provide the appropriate level of resources required by our clients. Thompson Consulting Services has never failed to respond to a client or had a contract terminated. ***Thompson estimates that it is at less than 10% of its capacity to perform debris monitoring disaster response work in the State of Texas.***

The following table includes a list of Thompson's current Texas stand-by contract commitments. Contact information shall be provided upon request.

Table 2-5: Current Executed Contracts

Contracts by State	
Texas	
Aransas County	Lumberton, City of
Bell County	McKinney, City of
Chambers County - Alternate	Midlothian, City of
Corpus Christi, City of	Orange, City of
Ellis County	Orange County
Fort Worth, City of	Pearland, City of
Galveston County	Pharr, City
Georgetown, City of	Plano, City of
Hardin County	Richardson, City of
Harris County – Alternate	Santa Fe, City of
Houston, City of	Silsbee, City of
Houston-Galveston Area Council (H-GAC)	Sour Lake, City of
Jackson County	Texas City, City of
Lake Jackson, City of	Trinity Bay Conservation District
La Porte, City of	Waller County

Thompson is fully prepared to respond to both large and small disaster incidents, our technical approach is carefully developed to be scalable and flexible so that we remain extremely responsive and provide the appropriate level of resources required by our clients.

Simultaneous Contract Activations

Thompson can deploy resources quickly and efficiently in disaster situations across the country and following major disaster events that require simultaneous multi- state, region, and local level contract activations. The following table summarizes Thompson's response to recent major disaster events requiring simultaneous contract activations.

Table 2-6: Major Disaster Events and Simultaneous Contract Activations

Disaster Event	Contract Activations
2022 Hurricane Ian	30
2021 Hurricane Ida	10
2020 Hurricanes Laura, Sally, and Zeta	17
2018 Hurricane Michael	6
2017 Hurricanes Harvey, Irma, and Maria	54
2016 Hurricane Matthew	27

We recognize that each disaster situation is going to be different. Although we will always be able to leverage our extensive experience and capabilities, we are also prepared to draw on resources intelligently, prioritize efficiently, and act decisively when facing new challenges. To do this, Thompson promotes a collaborative working relationship with our clients and their debris removal contractors. We have worked closely with our clients and many different debris removal companies to work through the following challenges:

Logistic Considerations: When addressing a multi-state disaster response such as Hurricane Matthew, Thompson's debris removal monitoring assignments were extended over a large area including south central Louisiana and spanning nine hundred (900) miles along the Atlantic coast from Palm Beach County, FL to Norfolk, Virginia. To address client specific field personnel and equipment needs, Thompson implemented several operational hubs in six (6) states with logistical support to all projects.

Large Scale ADMS Deployment to Monitor All Types of Debris Collection: Thompson's ADMS deployment following Hurricanes Harvey, Irma, and Maria in 2017 was one of the largest simultaneous ADMS deployments in history, with over 1,300 units deployed to over 55 work locations. Thompson's ADMS was configured to monitor the collection of nearly 15 million cubic yards of disaster related debris across a variety of waste streams including vegetative, construction and demolition (C&D), white goods, household hazardous waste, animal carcasses, sand, waterway, and private property debris removal.

Staffing Execution Plan: Thompson maintains a professional recruiting and staffing department in house so that we can respond quickly and efficiently to surge staffing demands. We maintain a network of over 1,000 potential field monitors on call to supplement monitors sourced locally. When tasked with ramping up quickly, efficiently, and simultaneously over a six (6) state area following Hurricane Matthew, Thompson relied on dedicated resources that owned the ramp-up process. We did not, and do not currently, rely on any third-party staffing firms that do not understand the disaster business. This was critical to our success with the Hurricanes Irma, Sally, Ida, and Ian mobilizations.

Financial Capacity

Thompson has been in business for over **71** years. We are financially stable and have the necessary personnel, equipment, and financial resources to meet contractual obligations and can provide services at the level required.

Thompson has both the financial capacity and the access to credit necessary to commence and continue project operations both before and while federal and/or state funds are approved. Through project initiation and implementation Thompson has demonstrated our capacity to perform monitoring programs prior to the obligation of grant funds.

Thompson Holdings Revenue

2018 - 2022

2022	-	$ 95,700,000
2021	-	$ 97,600,000
2020	-	$ 73,900,000
2019	-	$ 70,000,000
2018	-	$ 122,000,000

Our goal is to provide the highest level of consulting services to our customers in a cost-effective manner. Through the attainment of this goal, we have been able to develop long-lasting relationships with our clients which have allowed our Company significant growth over the years.

Thompson's DUNS number is 96-867-7158, and we have provided our most recent two (2) years of audited financial statements under separate cover marked Confidential.

SECTION 3
Project Approach & Management

Our Understanding

The City of Tyler, Texas (City) is comprised of 58.31 square miles and serves as the county seat for Smith County. The City has a population of 105,995 and is highly vulnerable to the impacts of hurricanes, tropical storms, severe thunderstorms/derechos, tornadoes, flooding, and other severe weather systems. Consequentially, the City maintains a constant, high level of readiness to respond to a variety of hazards that may impact its citizens and is seeking proposals from qualified consultants to provide debris monitoring support and assist the City in navigating the funding and compliance channels of the Texas Division of Emergency Management (TDEM) and the Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program.

Thompson will use what we have learned from previous disaster recovery projects in Texas and throughout the United States to improve the efficiency of the debris removal program, reduce the overall cost of the various debris removal programs, and expedite the City's recovery following a future disaster event. Furthermore, Thompson agrees to fulfill all requirements outlined in the scope of services and strives to exceed the service expectations of the City of Tyler.

Subcontractor Participation

Thompson maintains the resources and experience to fulfill the scope of work requested by the City without the need to employ an additional subcontractor. However, should the scope of work expand to include an opportunity to engage additional resources, Thompson will work with the City to identify an appropriate subcontractor. In addition, we often encourage and engage the participation of HUB and/or M/WBE organizations in the communities where we work. As required, we will take all steps to confirm compliance with all applicable Federal or State laws or ordinances for HUB or M/WBE participation, including 2 CFR 200.321.

Utilization of Technology Solutions

Thompson's Automated Debris Management System (ADMS)

12+
years of TDMS deployments

Thompson has invested considerable resources in technologies to support more efficient debris removal monitoring. Among these technologies is our best-in-class ADMS solution, the Thompson Data Management Suite (TDMS). TDMS is a collection of hardware, software and communications infrastructure for the management of data and documents related to disaster recovery. The suite provides near real time debris collection data to applicants, grantees, FEMA, FHWA, debris removal contractors, and others without disrupting the speed of the recovery. Each major component of TDMS is summarized below:

TDMS*mobile*: is an ADMS hardware solution that provides clients the option to manage and monitor debris recovery missions electronically in the field utilizing a handheld device and hip printer. The handheld device and system have configurable security settings to protect use and data. Specified

locations, such as debris pickup and disposal sites, are captured by the GPS capabilities of the handheld and verified in the web-based system. TDMS*mobile* also has a disconnected architecture and is fully operational in a post storm environment where cellular networks are compromised or destroyed.

TDMS*web*: is a web-based application that serves as the backbone of the TDMS for storage and data management. TDMS*web* provides access to viewing, querying, sorting, reporting, mapping, and managing project related data and documents including electronic tickets, contractor invoices, text message updates, reports, and FEMA data and image exports.

TDMS*maps*: is a web-based GIS application that integrates geospatial and relational data to enhance management and public information capabilities. TDMS*maps* provides full access to live maps, progress maps and query maps which assist in the evaluation of progress, assignment, or re-assignment of crews, and provide graphical information to make debris management decisions that support effective and efficient operations. Thompson can tailor progress and real-time operation mapping to meet the needs of the project.

TDMS*portal*: is a web-based portal that serves as the client and contractor information center for contract documents, project costs, electronic tickets, accounting transactions and invoices. ***TDMSportal will be the City's secure and single sign-on resource to access all project data and documentation.*** TDMS*portal also* provides access to viewing, querying, sorting, reporting, mapping, and managing project related data and documents. The portal eliminates email for document sharing and transfer and ultimately increases visibility between the applicant, Thompson, and the debris contractor.

Through the implementation of these technologies, TDMS limits the propensity for human error, fraud, data entry error, and reconciliation challenges resulting in efficiencies, increased accuracy, and cost savings. ***Thompson owns and maintains TDMS and does not lease any part of our ADMS solution from an alternate provider.***

Successful Deployment History

TDMS has been deployed by Thompson on nearly every FEMA eligible disaster debris removal monitoring project we have performed since **2012**. TDMS can be utilized for a variety of programs and activities, including but not limited to:

- Truck Certification
- Right-of-Way (ROW) Collection
- Hazardous Tree Work (L/H/S)
- Private Property Debris Removal (PPDR)
- Demolitions
- Haul Out/Disposal
- Project and Data Administration
- Monitor Role and Time Management

TDMS has also been evaluated and proven to meet the process requirements for the U.S. Army Corps of Engineers (USACE) Advanced Contracting Initiative (ACI). The following list includes a summary of each disaster incident and the number of handheld units deployed.

Table 3-1: TDMS Deployments

Disaster	Units Deployed	Disaster	Units Deployed
2022 Hurricane Ian	2,015	2017 Hurricane Maria	375
2021 KY Sever Winter Storm	689	2017 Hurricane Irma	1,200
2020 Hurricane Delta	61	2017 Hurricane Harvey	400
2020 Hurricane Zeta	343	2016 Hurricane Matthew	876
2020 Hurricane Sally	1,619	2016 Louisiana Flooding	330

Disaster	Units Deployed	Disaster	Units Deployed
2022 Hurricane Ian	2,015	2017 Hurricane Maria	375
2020 Hurricane Laura	438	2015 South Carolina Flooding	180
2019 Hurricane Dorian	91	2014 Winter Storm Pax	475
2018 Hurricane Michael	1,300	2012 Hurricane Sandy	100
2018 Hurricane Florence	235	2012 Hurricane Isaac	12

Thompson maintains over **2,800** TDMS*mobile* units on hand and has access to additional units within **24** hours of notification when necessary. Thompson's TDMS*mobile* devices have been deployed successfully over the last **12** years, and from day one of debris removal operations Thompson will be able to provide the City with paperless ticketing.

GIS Mapping Capabilities

Thompson continues to expand our geographic information system (GIS) resources and capabilities to better support debris removal management. This includes enhanced gathering, managing, and analyzing data to provide spatial location information such as project boundaries and roadway maintenance responsibility designations (e.g., local vs. state roadways).

Figure 3-1: Road Responsibility Designation Map

Thompson employs ArcGIS Pro, ESRI's latest desktop GIS application, which allows for seamless integration with our company's ArcGIS Online and Enterprise platforms. Additionally, we can integrate data collected through ESRI's Survey123 and Field Maps for display in ArcGIS applications (Web Mapping Applications, Dashboards, or StoryMaps).

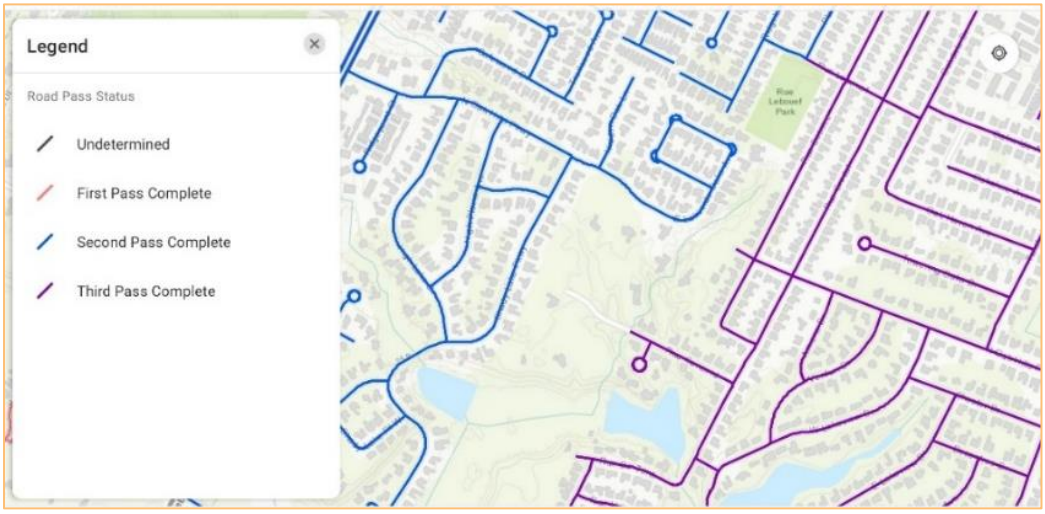
TDMS*maps* is a web-based GIS application that integrates geospatial and relational data to enhance management and public information capabilities and is available to our clients through TDMS*portal*. Thompson's clients have full access to a variety of live maps, progress maps and query maps and can be tailored to the needs of the City.

Pass, Progress, and Activity Mapping

Progress and pass mapping, which geographically present debris removal contractor activity, is a valuable tool for our clients, the contractors, and the community. The ability to show which roadways

debris removal crews have performed collection allows the client and project managers to evaluate progress, assign or re-assign crews, and make general debris management decisions.

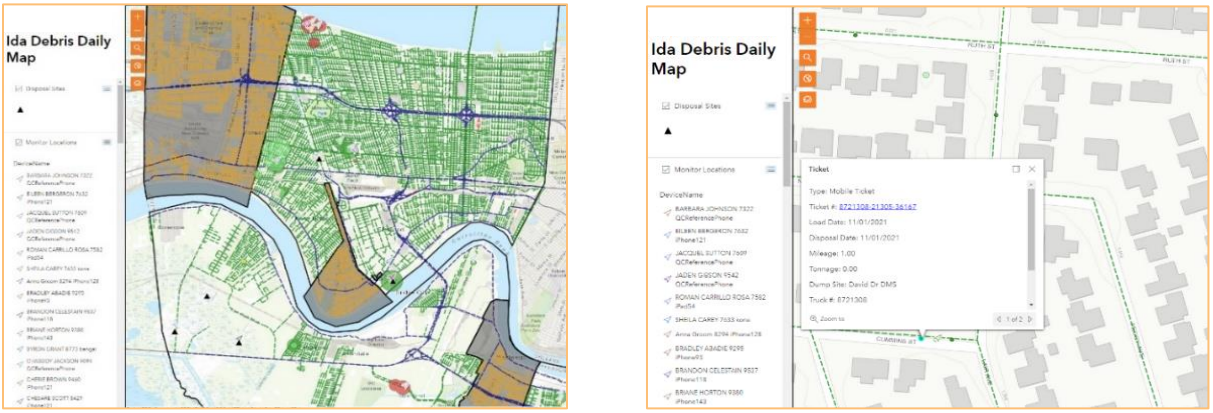
Figure 3-2: Road Clearance Pass Map



Progress maps can be URL/web-based and shared with the public to communicate debris removal activity. Zoom functions within the map can provide street-level detail.

Debris monitor activity maps depict, in real-time, where monitors are documenting debris removal. Zoom features provide street-level view and ticket details including date, time, location debris collection type and quantity. Activity maps can also be searched by exact street addresses to check progress.

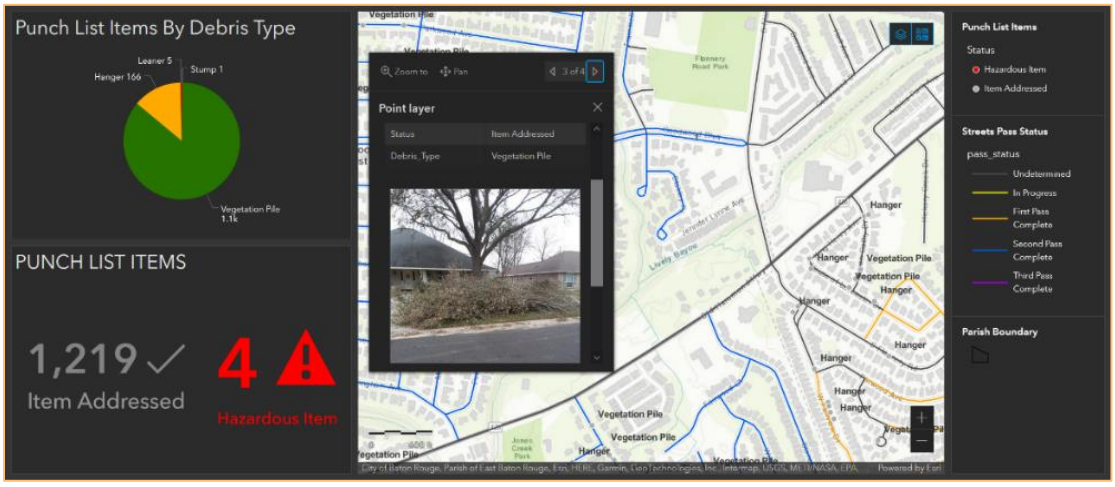
Figure 3-3: Daily Debris Monitor Activity Maps



Dashboards

Thompson can also create GIS Operations Dashboard that displays real time data including daily and cumulative collection totals, collection locations, eligible/ineligible ticket locations, collection debris type breakdowns, etc. Dashboards can be created for a variety of debris removal programs, including private property debris removal.

Figure 3-4: Punch List and Pass Map Dashboard



Reporting

Thompson collects a large amount of information from field operations daily and can provide our clients a variety of reports, maps, and dashboards to summarize this information. We develop and manage all reports in-house and can customize each product based on the client's reporting needs and program configuration.

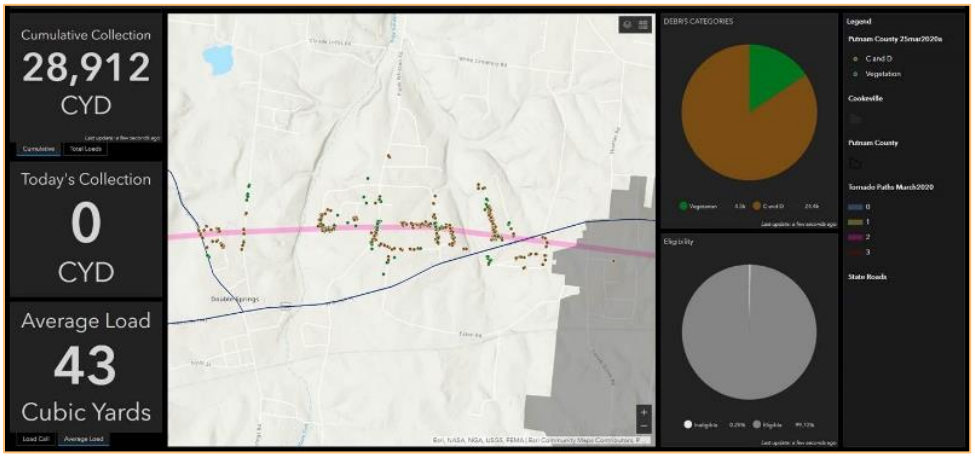
Daily Debris Collection Report: Thompson's Daily Debris Collection Report is produced each day and summarizes the previous day's field activities as well as providing project metrics and trend reporting. This can include, daily and cumulative haul totals or unit counts for each type of debris collected along with several other totals and statistics including but limited to:

- Date of reporting, client, disaster number, project, and contract number
- Summary of the previous day's activities
- Number of contractor certified equipment in field
- Total number of monitors in the field
- Minimum, maximum, and average load size
- Average load call percentage
- Days from debris removal start date
- Days from FEMA Disaster Incident start
- Disposal locations with debris totals

The main body of the report contains standard reporting metrics to meet the requirements of FEMA, however, Thompson can adjust the Daily Debris Collection Report to also meet the needs of any additional contractual (e.g., requirement of minimum contractor trucks in field within a certain hours/days timeframe) or local needs (e.g., collection or political zones or districts).

GIS Mapping and Dashboards: Thompson can also provide project data through GIS mapping and dashboards that also displays real time data including daily and cumulative collection totals, collection locations, eligible/ineligible ticket locations, collection debris type breakdowns, etc.

Figure 3-5: Project Operations Dashboard



Our goal is to provide efficient and effective insight into the debris removal and recovery operation through a customized approach to avoid submitting an unnecessary or overwhelming amount of "off the shelf" reports.

Field Documentation: Thompson captures a variety of physical and digital field documentation through logs and our automated debris management system. Unique to Thompson, our process retains one physical copy of the electronic receipts created at the disposal site or in the field for unit rate work. These paper copies are housed with the other paper field logs throughout the life of the project as a backup for any technical issue that may arise in the field. Additional copies of the paper ticket are provided to the truck driver, scale house (if applicable) and the debris contractor representative.

TDMS*portal*: A main component of TDMS, the TDMS*portal*, serves as the client and contractor information center. The TDMS*portal* provides real-time access to project related documents and data, including but not limited to:

- Contract documents
- Environmental permits
- Truck Certifications
- Ticket and image details
- Daily Reports
- Maps (live, progress, pass, roadway)
- Contractor invoice packages
- Monitor invoice packages

Approach to Debris Removal Monitoring

Maximizing Reimbursement

Thompson's approach to providing disaster debris removal and disposal monitoring services begins with the desired outcome at the forefront of what we do: document debris removal in a manner to ensure maximum grant reimbursement to our clients.

Through past experience and lessons learned, we have been able to develop a fine-tuned and tested approach to efficiently and effectively meet or exceed the FEMA compliance regulation standards for maximum reimbursement to our clients. When dealing with disaster recovery and compliance with FEMA and other federal agency regulations, not many things can take the place of first-hand experience.

Our debris monitoring and reimbursement procedures, tools and training methods are the results of a unique blend of theoretical and applied implementation strategies on real recovery projects.

This approach is applied throughout all contract activities and all phases of the disaster preparedness, response, and recovery program for disaster debris removal monitoring.

Figure 3-6: Disaster Debris Removal Monitoring Phase and Task Summary

Non-Event / Preparedness & Planning

Part of Thompson's commitment to pre-positioned clients is providing planning and training services to the communities we serve. Our team is constantly expanding education, training, and field experience in the disaster debris monitoring, grant management, and emergency management fields and will share their knowledge with City leadership and staff. Following contract award, Thompson will coordinate training schedules with the City to provide departments and key staff members training which will address prioritized topics, as requested by the City.

In addition, Thompson can provide a variety of planning services, training programs, and tools and templates that can be utilized by the City in future disasters or participate in exercises related to the City's disaster preparedness, response, and recovery. A listing of sample services that can be provided to the City is provided below.

- Disaster Debris Management Plans (DDMP)
- FEMA Public Assistance (PA) Training
- Identification of Debris Management Sites (DMS)
- Procurement Assistance
- Public Information
- Mitigation Planning and Support
- Comprehensive Emergency Management Planning
- Executive Guidance to Commissions, Boards, and Panels

Post-Event / Disaster Debris Removal Monitoring Operations

Thompson has functionally organized our disaster debris removal monitoring operations by task predicated on the various debris streams and programs that can be expected based on our experience monitoring and documenting large scale debris removal operations. Thompson will tailor our approach to the City's debris recovery effort based on disaster specific challenges. Our tasks and task approach can be modified and scalable and our mobilization times can be either compressed or extended based on the needs of the City and the public.

Table 3-2: Mobilization Timeline

Task	Mobilization Time
Mobilization	
Program Management	Immediately following NTP
Damage Assessment	12-24 hours following notice-to-proceed (NTP)
Onboarding and Training of Employees	12-24 hours following NTP
Debris Program Implementation	
Health and Safety Plan Implementation	12-24 hours following NTP
Measure and Certify Trucks by FEMA PAPPG Standards	12-24 hours following NTP
Deploy Field Supervisors / Field Supervisors	24-48 hours following NTP
Deploy Loading Site Collection Monitors	24-48 hours following NTP
Deploy Debris Management Site Monitors	24-48 hours following NTP
Monitor the Removal of Leaning Trees, Hanging Limbs, and Hazardous Stumps	24-48 hours following NTP
Perform Special Debris Removal Programs (e.g., private property debris removal)	TBD, based on input from TDEM and FEMA
Data Management	
Accumulate and Review Daily Field Data (QA/QC)	Onset of debris collection activities
Reporting and Progress Mapping	On-going throughout recovery operation
Reconcile Contractor Invoices	On-going throughout recovery operation

Mobilization

Mobilization | Program Management

Thompson will assist the City in overseeing the debris management operations, obtaining proper approvals for special debris removal programs, and providing in-depth working knowledge of a variety of recovery operations, USACE debris management guidelines, and FEMA eligibility and reimbursement guidelines. Thompson will work with the City to develop a project management plan to ensure that contracted debris removal is properly documented to substantiate FEMA PA, FHWA ER, and NRCS funding. Some of the initial considerations will include, but not be limited to:

- Single/multiple debris removal contractors
- Debris removal contractor rates and specifications
- Debris estimates, by collection zone
- Debris removal from gated communities
- Crew/Monitor Estimates, by collection zone
- Onboarding and safety training locations and procedures
- Operations Manager/Supervisor Assignments
- Progress reporting distribution lists and protocols

In most cases, Thompson will deploy our project team in anticipation of receipt a notice-to-proceed so that we can be responsive to the City's needs and effectively manage the deployment of personnel and resources. Upon receipt of a Notice-to-Proceed, Thompson will deploy Project Quality Assurance and Project Administrative initiation teams to the City.

The Project Quality Assurance Team will consist of the Project Manager and appropriate number of Field Supervisors, based on the severity of the event. In addition to providing surge support to the City, the Project Quality Assurance Team will serve as the field project management team. The Project Quality Team will be deployed with equipment kits to accommodate all field staff.

The Project Administrative Team will consist of administrative/human resource employees. The Project Administrative Team will be temporarily deployed to the City to support the monitor on-boarding process, including:

- Employee application reviews
- Motor Vehicle record checks
- Debris Monitor Training
- Health and Safety Plan Implementation

Collaboration with the City: Immediately following notice-to-proceed, Thompson will begin coordinating with the City and City contractors to synchronize mobilization and response activities. Thompson will need the following information from the City prior to or upon mobilization:

- Points of Contact
- Copy of contract between City and debris removal contractor(s)
- GIS shapefiles
- List of priority roads
- Preferred debris removal zones (if available)
- Any inter-local agreements or memoranda of understanding with State, County or other municipalities

Throughout the project, the Thompson Project Manager will identify critical path functions that will require close coordination between the City and Thompson. These may include:

- Public Information
- Private Property Issues
- Special Needs Assistance
- Information on FEMA
- Damage reports and resolution

Thompson will identify a lead for each function to serve as a direct interface with the appropriate City staff on each issue. The Thompson team member will be available in person, by phone, or email to communicate with the City and project stakeholders. To the extent that cellular connectivity is not available, Thompson will secure alternative communications methods (radios, satellite, etc.).

Debris Removal Contractor Coordination: Thompson recognizes that each disaster situation is going to be different and therefore promotes a collaborative working relationship with the City and their debris removal contractors. Immediately following a notice-to-proceed, Thompson will begin coordinating with the City and City contractors to synchronize mobilization and response activities. These activities may include:

- Identification/confirmation of equipment staging area
- Damage assessment
- Emergency push
- Zone assignment to contractors and subcontractors
- Distinct field management based on authorized scopes of work
- DMS permitting

Scope and Budget Development: During the Debris Program Implementation stage, Thompson will work closely with the City and City contractors to develop scopes of work, project schedules and budgets in accordance with the contracts and task order(s) developed and issued by the City. It is Thompson's objective to deliver our services at or below estimated budgets for the anticipated period of

performance. As needs change, particularly as the project nears completion, Thompson will adjust the number of personnel assigned to the contract accordingly. Thompson will immediately notify the City of any deviations from the budget, which may occur if the City requests changes to the level of assistance Thompson is to provide.

FEMA and State Agency Coordination: To the extent that it is required by the City, Thompson will serve as a liaison between the FEMA, TDEM, and other public entities to document and demonstrate that debris removal, response and recovery activities are eligible, allowable, and in compliance with FEMA Publication FP-104-009-2 Public Assistance Program and Policy Guide (PAPPG). Thompson will work with the City, TDEM, FEMA Region 6, and FEMA Headquarters to facilitate a transparent, well documented partnership throughout the recovery effort. This will allow Thompson to integrate Disaster Specific Guidance (DSG) issued from FEMA into the City's debris removal efforts, and pro-actively create a positive working relationship with participating stakeholder regulatory agencies.

Public Information Support: Thompson has a variety of resources and tools to assist the City's public information and outreach efforts. During non-event times, prior to and immediately following a disaster incident, Thompson can work with the appropriate City staff to develop press releases to inform the public on topics related to debris removal efforts, including proper setout procedures for bring debris to the right-of-way, anticipated collection start, progress and end dates, and notification of special debris collection programs available to the public.

Thompson can also utilize our technology solutions, including our enhanced mapping capabilities, to provide project data summaries including debris types and collection totals as well as URL/web-based maps and dashboards that the City can share with the public.

As part of Hurricane Ian recovery efforts, Lee County, Florida, wanted to provide a public facing website to update residents on recovery progress. Working closely with the County, Thompson provided data and mapping information that was displayed through a public dashboard hosted by the County and available to citizens online and through mobile devices.

Thompson can also establish and staff a hotline to assist with public telephone inquiries and complaints regarding debris removal operations. Thompson will ensure that all calls are documented and assigned a status to track the complaint and resolution.

Damage complaints concerning debris removal will be tracked and reported by debris contractor(s). All complaints will be provided to the project management team for resolution with the debris contractor. Thompson will provide a log of inquiries and complaints and their resolution to the City Project Manager on a weekly basis.

Mobilization | Damage Assessment

At the direction of the City, Thompson can assist with preliminary damage assessments in accordance with the FEMA Damage Assessment Operations Manual. Thompson will perform damage assessments with the City and City contractors to determine the scope of the damage, identify the need for special

debris programs such as leaner/hanger/stump removal, and develop crew configurations and assignments. Damage assessment assistance may include, and is not limited to, participation in one or more of the following tasks:

- Identifying damaged facilities
- Documenting damages
- Documenting work and cost
- Other Considerations (codes and standards, repair vs. replacement, hazard mitigation etc.)

All damage assessment documentation will be captured, digitized, and managed using TDMS. This information will allow Thompson and the City Contractor(s) to develop budget estimates to be used for task orders and Project Worksheet development.

Estimation Methodology: For purposes of pre-event planning and understanding resource requirements, Thompson utilizes the US Army Corps of Engineers (USACE) debris-estimating model for developing debris estimates. The USACE developed this model based on debris generated by Hurricanes Frederic, Hugo and Andrew. The model contemplates the number of households in an urban/suburban area, as well as the category of storm, vegetative characteristics, commercial density and precipitation. The estimated quantities produced by the model have a predicted accuracy of ± 30%.

Because of the margin of error in the model, Thompson validates the modeled result via windshield surveying and unmanned aerial systems assessments in a post-disaster scenario. Windshield surveys provide debris removal professionals the opportunity to estimate the quantity of debris per parcel surveyed, which can be extrapolated to include the number of parcels within jurisdictional limits of the community. Unmanned aerial systems assessments are important because they provide Thompson with the ability to gauge the consistency of the damage across the jurisdiction and provide a means for identifying areas that have been compromised which may be isolated without means of conventional travel due to debris or flooding.

Mobilization | Onboarding & Training of Employees

100+
monitors onboarded daily

Thompson's staffing plans are designed to be flexible and scalable so that we can effectively and efficiently respond to the City's needs no matter the operating climate. Typically, Thompson begins the process of recruiting and on-boarding immediately upon contract award, not reactively following a notice-to-proceed. Thompson will issue contingent job postings through a variety of outlets to pre-identify a pool of candidates to serve as future debris collection and disposal monitors. Thompson will contact these candidates immediately following the issuance of a notice-to-proceed and simultaneously begin recruiting efforts for the City.

Thompson is fully prepared to deploy the appropriate number of fully trained field staff to the City within 24 hours of receiving a notice-to-proceed and will make every effort to hire residents from impacted communities within the City to serve as debris monitors. This effort will help residents participate in the City's recovery efforts with a meaningful impact and earn a competitive hourly wage. In accordance with FEMA PAPPG, Thompson will train debris monitors, City employees, and other project stakeholders to have a complete understanding of the roles and responsibilities of the debris monitor, including:

- Accurate and objective debris estimating techniques

- Process for determining debris eligibility: (1) threat to public health/safety, (2) direct result of the disaster event, and (3) existing in the public right-of-way
- A comprehensive understanding of all phases of debris management operations, including loading sites, debris management site (DMS), and final disposal locations
- The ability to differentiate between debris types
- Ability to operate ADMS device and issue load tickets properly
- Understanding of collection site and DMS safety procedures
- Understanding of the Thompson Health and Safety Plan
- Understanding of the terms, conditions, and scope of the debris removal contract and other disaster specific guidance provided by TDEM, TCEQ, and FEMA
- Ability to communicate effectively and efficiently

Ability to Onboard and Train within 24 Hours: Thompson has made a tremendous investment in our personnel, resources, technology, and tools to have the flexibility and scalability necessary to be an industry leader in debris monitoring. Part of this investment is in a proven process to identify, train, and equip local hires in a safe manner in extremely short periods of time.

The table below outlines Thompson's local hire tasks and timelines to ensure that we deploy trained and safe local hires within 24 hours of a notice-to-proceed and fully staff the project within 72 hours of receipt of notice-to-proceed.

Table 3-3: Local Hire Task Summary

Task	Mobilization Time
Non- event local hire recruiting	Year-round
Local hire recruiting (activation imminent or issued)	12-48 hours
Driver motor vehicle record check	12-48 hours
Health and safety training	12-48 hours
Debris collection and disposal monitor training	12-48 hours
TDMS – debris management system training	12-48 hours
Issuance of personnel protective equipment (PPE)	First day of field operations for each monitor
Project is fully staffed	< 72 hours

Debris Program Implementation

Debris Program Implementation | Health & Safety Plan

Thompson employees are trained to put the safety of anyone on a jobsite above all else – even a project timeline. Our behavioral-based program enables employees to conduct risk assessments to identify and control or eliminate hazards. Most importantly, our employees are authorized and required to stop work when safety is compromised. Our employees work in a variety of environments, from the field to the office. We believe that the health and safety of our employees are best protected when our activities are properly planned, so we work in advance to determine the different types of training and information our employees need.

Thompson will implement a Health and Safety Plan (HSP) that outlines site-specific precautions to be taken to avoid and mitigate the risk of hazards associated with work performed in the elements, around heavy equipment, near tree work, and close to vehicle traffic. The HSP will establish that work

performed on the project shall comply with all applicable OSHA, State of Texas, and all other safety requirements provided by FEMA and its authorized contractors. Thompson will also provide a hard hat, reflective vest, safety glasses and hearing equipment to collection and disposal monitors, and field supervisors.

In addition, Thompson will ensure that all collection and disposal monitors, and field supervisors report to work with a cell phone, protective shoes, long pants, hot, cold, and/or wet weather gear, sunscreen, and a supply of bottled water.

Debris Program Implementation | Truck Certification

In accordance with FEMA PAPPG standards, Thompson will complete equipment check-in and certification of trucks and other equipment mobilized by the Contractor so that debris removal operations can be recorded and substantiated in accordance with the terms, conditions, and unit rates in City's debris removal contract. To comply with these standards, Thompson will observe and record the following information during truck certifications:

- Valid truck registration
- Volumetric capacity of the inside of the loading container
- Calculated deductions of volumetric capacity for dog boxes, round container bottoms, and other volumetric capacity reductions
- Brief physical description of the truck
- Photographs of the truck and container

Thompson will assign a unique identification number to each truck and a placard with the truck number affixed to each side of the debris removal truck.

Debris Program Implementation | Deploy Field Supervisors

Thompson will deploy Field Supervisors at a 10 monitor: 1 supervisor ratio to oversee, document, and substantiate debris removal efforts efficiently and effectively. Field Supervisors will:

10:1
monitor to supervisor ratio

- Be prepared to operate a minimum of 12-14 hours per day, 7 days per week
- Verify that only eligible debris is being removed from designated public ROW and public property within assigned collection zones
- Maintain regular communication with and ensure that collection monitors are documenting the collection and removal of eligible debris from approved public areas
- Confirm the completeness and accuracy of load tickets and field documentation generated by collection monitors to substantiate debris removal operations
- Identify, address, and troubleshoot any questions or problems that could impact work safety and eligibility
- Suggest methods to improve the efficiency of collection and removal of debris

Field Personnel Timekeeping: After operations conclude each evening, Thompson project managers will perform a review on all clock in/clock out times to ensure that electronic time stamps are captured in TDMS. Time entries will be finalized on a nightly basis. Following each work week, individual monitor time logs are distributed in the field by Supervisors for employee review and approval. Any

discrepancies in time are reviewed and reconciled by management before the monitor signs their timesheet.

Debris Program Implementation | Deploy Debris Collection Monitors

Thompson will deploy a debris removal collection monitor for each piece of loading equipment deployed by the Contractor. The Collection Monitor's primary responsibility is to observe, document, and substantiate the removal of eligible storm debris from City property and other collection zones identified and approved by the City. The Collection Monitor will be responsible for:

eligibility:
- eliminates threat to public health and safety
- result of the disaster
- located within assigned collection zone and on the right-of-way

- Ensuring that only eligible, disaster related debris is removed for loading and hauling from approved public areas
- Utilizing maps developed by the City and debris removal contractor that designate work zones
- Ensuring that debris collected is in accordance with the regulations, safety considerations, and contract terms of the specific waste stream (i.e., hazardous waste is not loaded into container of clean vegetative debris, etc.)
- Recording the time, date, disaster number, truck number, and loading location using TDMS
- Issuing load ticket to driver when loading container is fully loaded
- Ensuring that debris loads are contained properly in the loading container prior to the departure of the truck from the loading location to the DMS
- Checking for safety considerations and areas of potential problems (school zone, utility meters, power lines, mailboxes, etc.) and reporting potential issues to the Field Supervisor
- Recording and reporting any damages caused to streets, curbs, utility meters, mailboxes, and other public property because of debris removal operations including photos, owner information, and circumstances of the damage within 24 hours of incident
- Ensuring all white goods and freon containing appliances are sorted and ready for freon removal on site or separate transport for Freon removal before final disposal
- Certifying household hazardous wastes (HHW) are segregated, handled, loaded, and hauled in accordance with environmental laws and local, state, and federal regulations. HHW must be handled by specialists licensed by TCEQ
- Ensuring work area is clear of debris to the specified level before equipment moves to a new loading area
- Remaining in constant contact with their Field Supervisor
- Other duties as directed by the debris management project manager or designated City personnel

Debris Program Implementation | Deploy Hazardous Leaning Tree, Hanging Limb & Stump Removal Monitors

Thompson anticipates beginning hazardous tree removal operations prior to or concurrent with right-of-way (ROW) debris collection. By getting the bucket trucks out ahead of the debris removal trucks with

hazardous tree and limb removal, the overall collection operation will be more efficient. Thompson will ensure that hazardous stumps are pre-approved by FEMA and that the stump removal process is documented to include before and after photographs and GPS coordinates. The leaner, hanger, and stump monitor will be responsible for:

- Ensuring that only eligible leaners, hangers, and stumps are removed, as defined by FEMA PAPPG, from approved public areas
- Recording the date, GPS location, physical address, and time that the work was performed
- Measuring the eligible tree work in accordance with the City's contract
- Photo documenting the work performed to facilitate an audit ready paper trail for FEMA review

Debris Program Implementation | Deploy Debris Management Site Disposal Monitors

Thompson will work with the City and their contractor(s) to establish the appropriate number of debris management site (DMS) required and staff each site with trained DMS Disposal Monitors. Disposal Monitors are responsible for completing the load transactions and recording debris volumes for loads that have been transported to the DMS for processing and storage or final disposal. DMS monitors will remain in contact with Field Supervisors and report any issues at the DMS site immediately. Disposal Monitors are responsible for observing and recording the following information:

- Debris classification
- Debris load call/volume estimation
- Truck unloading time and date
- Spot check photographs of loads before and after unloading as a Quality Assurance measure for load call methodology and to ensure that trucks are completely unloaded at the DMS
- Identifying hand-loaded trucks and trailers to grade in accordance with low load compaction
- Use badge credentials to electronically sign each ticket
- Record load information from other agencies/entities that utilize City debris management sites
- Ensure white goods and freon containing appliances are sorted and ready for freon removal
- Document that white goods are cleaned and processed to remove putrescent debris inside and all oils, solvents, and refrigerants are removed
- Verify and document that DMS has ample space to process collected white goods
- Ensure hazardous and household hazardous wastes are segregated, handled, stored, and disposed in accordance with environmental laws and local, state, and federal regulations
- Document and immediately report any improper segregation of hazardous waste debris
- Observe site safety and security and report any concerns or issues

Debris Disposal Diversion: Thompson will work with the City and TCEQ to develop a recycling/debris diversion plan that minimizes the amount of potentially recyclable debris that is disposed of at landfills. White goods, e-waste, metals, vegetative and other types of debris may be processed and recycled. Thompson will ensure that salvage operations are documented separately in accordance with FEMA policy.

Debris Program Implementation | Damage Complaint Tracking

Mitigating Damages: Thompson will proactively work with debris removal contractor(s) to discuss operational conditions to mitigate damages. Collection and Disposal Monitors are trained to identify and notify the debris removal contractors of potential causes damages before they occur. Thompson can also appoint a Field Supervisor dedicated to receiving and documenting damages that occur and are reported from the Collection and Disposal Monitors.

Documenting Damages: Collection and Disposal Monitors and Field Supervisors will be trained on the process for reporting and documenting damages, in addition Thompson will also appoint a dedicated Field Supervisor to each work zone for receiving damage reports and documenting all required information to track the incident from occurrence through resolution, including photographs, descriptions, and GPS coordinates.

Tracking Damages: Thompson will assign a unique work order number to each damage complaint and will track the work order by the GPS coordinate of the complaint. A map will be maintained of all damage related work orders showing the status (identified, verified, and resolved) of each incident. Thompson will maintain the following information for each damage complaint work order and organize work orders by service area:

- Work order point of contact
- Responsible contractor/sub-contractor
- Photographs of damage
- Description of actions by responsible party
- Photographs/other evidence of repair
- Cost summary, if available

Debris Program Implementation | Special Debris Removal Programs

The damage caused by major debris events including hurricanes, tropical storms, tornadoes and flooding often create the need for special debris removal programs which include, but limited to:

- Private property debris removal (PPDR)
- Debris removal and restoration of waterways and canals
- Debris removal from parks and recreation trails
- Vehicle and vessel recovery and disposal
- Hazardous waste and contaminated debris management
- Debris removal from storm drains and catch basins

To the extent necessary, Thompson management staff will review existing maintenance records to establish the pre-disaster conditions and ensure compliance with FEMA policy and work with the City's contractors, TDEM, TCEQ, NRCS, USACE and other regulatory agencies to expeditiously remove storm generated debris from affected public facilities. Special debris program monitors will be responsible for:

- Demonstrating that the debris/sediment/vehicle presents a hazard or immediate threat to public health and safety
- Ensuring only eligible debris is removed as defined by FEMA PAPPG from approved public areas
- Ensuring that contaminated debris/soil is handled, processed, and disposed in accordance with the type of contaminant
- Verifying that any contaminated disaster-related debris is addressed by the specialist from TCEQ and/or EPA and managed appropriately in the designated areas

- Recording the date, GPS location, physical address, and time that the work was performed
- Measure the eligible debris removal in accordance with the City's contract (e.g., linear foot)
- Ensuring vehicles and vessels are abandoned, i.e., the vehicle/vessel is not the owner's property and ownership is undetermined
- Verifying and documenting the chain of custody, transport and disposal of the vehicle or vessel
- Photo documenting the work performed to facilitate an audit ready paper trail for FEMA review

Private Property Debris Removal (PPDR) Monitoring: Thompson has extensive experience in developing and implementing private property debris removal (PPDR) programs, including the management of many of the largest multi-phase, multi-property demolition and housing initiatives in the United States over the past ten (10) years.

Thompson will review local ordinances and design a PPDR program that demonstrates and documents that local governments have the legal authority (and FEMA eligibility) to perform a variety of debris removal programs on private property. We have performed comprehensive PPDR ordinance feasibility reviews and PPDR program implementation in California, Puerto Rico, Texas, Alabama, Mississippi, Louisiana, and Florida. To ensure that the PPDR program is successful, Thompson will have the following objectives during ordinance review:

- Establish multi-step process to ensure that all proper notifications are made to property owners.
- Develop a public outreach plan to ensure that residents in need can participate in the program.
- Identify an ordinance that clearly grants the City with the authority to enter private property to remove and dispose of debris, such as a nuisance abatement or public nuisance ordinance. This is critical to establish legal authority and FEMA eligibility.

Upon review and approval of a proposed PPDR program by the City, TDEM, and FEMA Thompson will implement and document the program to maximize available reimbursement. PPDR programs may include:

- Vegetative, construction and demolition (C&D), and mixed waste debris removal
- Residential and commercial structural demolitions
- Leaner, hanger, and stump removal

In managing, monitoring, and documenting PPDR programs, Thompson will develop a property identification number for each property. Each property will have a PPDR "packet" that documents the following information:

- Ordinance granting legal authority under which the private property debris removal work was performed
- Documentation of all necessary actions taken to satisfy the requirements of the ordinance
- Notification to property owner
- Posting on property
- Executed Right-of Entry Agreement
- FEMA/TDEM Approval
- FEMA Historic Preservation review / approval
- Documentation of asbestos abatement (if necessary)

- Documentation of utility disconnections (if necessary)
- Field documents and site schematic documenting eligible work performed
- Before/after photographs
- Property close-out documentation

All PPDR documentation is managed through multiple elements of TDMS, including organizing and storing program and property documentation, mapping, and property status and program statistics.

Figure 3-7: TDMS*web* Management and Administration of PPDR Documents

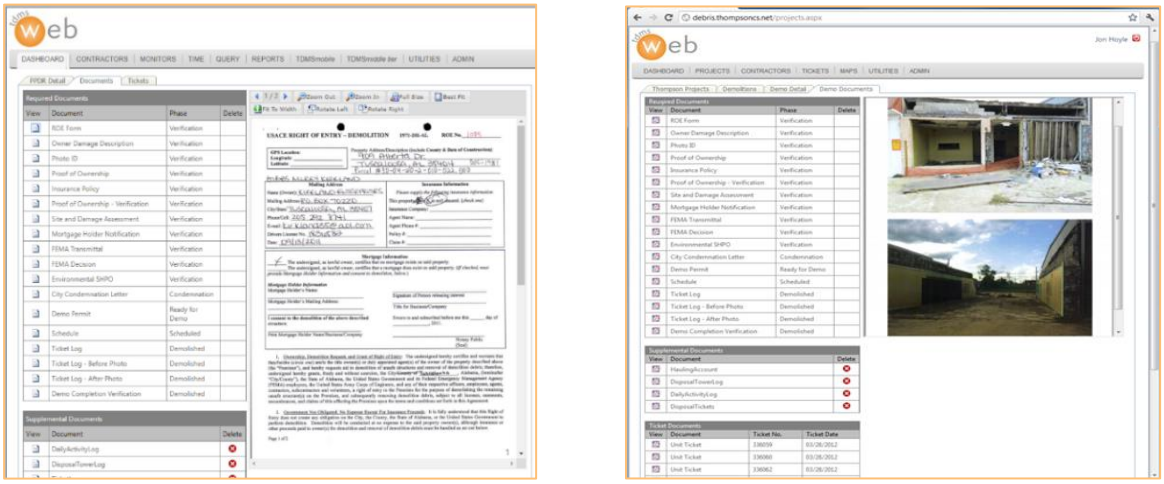
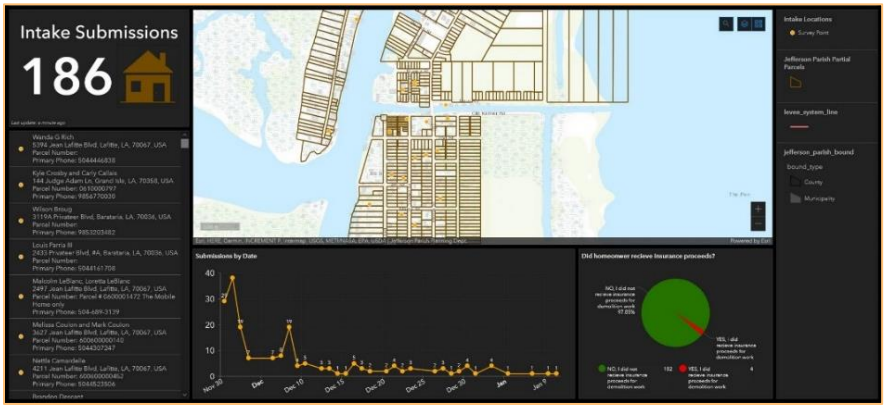


Figure 3-8: PPDR Applicant Intake Dashboard



Data Management

Thompson utilizes technology as integral part of its approach to providing debris removal monitoring services for purposes of quality assurance/quality control (QA/QC), contractor invoice reconciliation, and reporting.

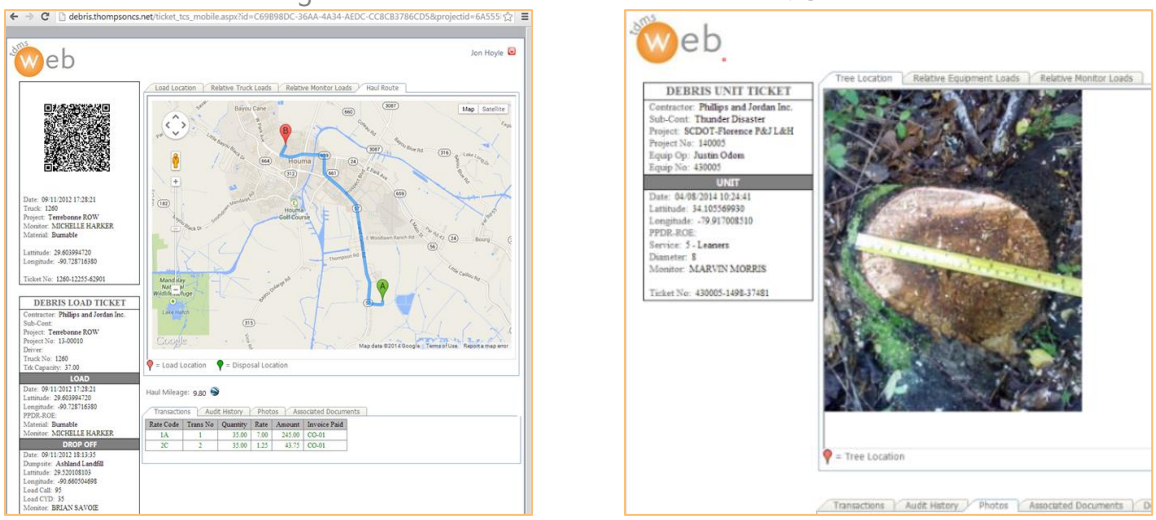
Data Management | Quality Control / Quality Assurance

Debris collection and disposal information generated from tickets created in the field utilizing TDMS*mobile* is uploaded into a secure electronic disaster debris data management system, TDMS*web*, that summarizes debris quantities to include collection and disposal information by date, debris type,

collection zone, and collection and disposal location. This information is reviewed daily through Thompson's quality assurance/quality control (QA/QC) queries and parameters which check of irregularities and outliers. Such queries and parameters include:

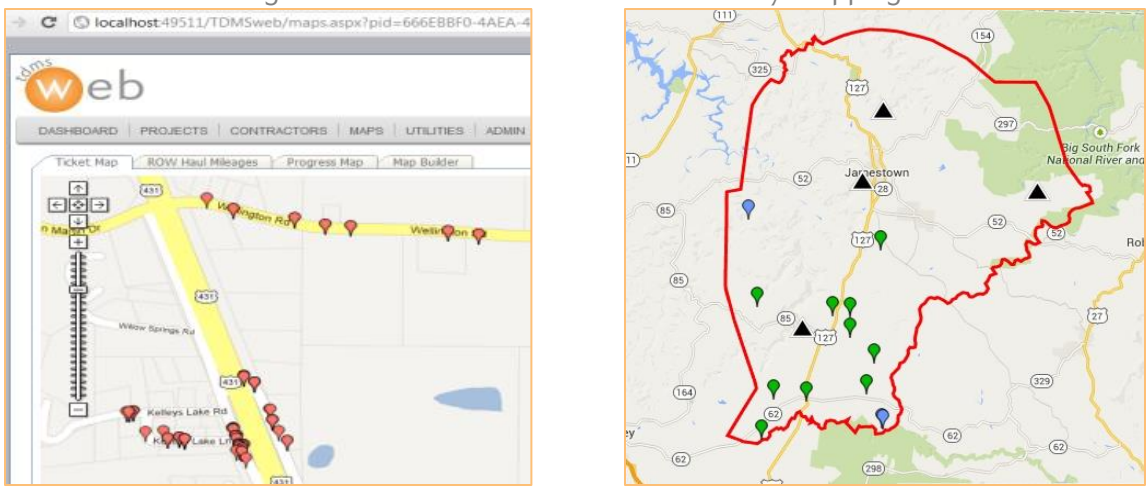
- Count of loads by collection truck
- Trip time per load
- Trip distance
- Average load call by truck
- Average load call by disposal monitor
- Count of loads by collection location

Figure 3-9: Ticket Data Presented in TDMS*web*



Thompson will also plot daily collection activities using GIS software to review collection locations against eligible City boundaries to ensure collection is occurring in designated work zones.

Figure 3-10: Ticket Location and Boundary Mapping



Data Management | Reporting

Thompson collects a large amount of information from field operations daily and can provide our clients a variety of reports, maps, and dashboards to summarize this information. We develop and manage all

reports in-house and can customize each product based on the client's reporting needs and program configuration.

Data Management | Invoice Reconciliation

Thompson will perform a thorough review and reconciliation of contractor invoices submitted to the City. For contractor payments to be verified as accurate and correct, Thompson verifies truck certification, load transactions and unit rate transactions with its database. The reconciliation will include a review of the collection date, time, and location, as well as the debris volume, disposal time and location submitted by the Contractor against the data maintained by Thompson on behalf of the City. Upon completing the verification of each record being claimed for payment, Thompson will render a payment recommendation to the City. Thompson's payment recommendation will include the following:

- A copy of the contractor invoice
- Invoice back-up organized by program, date, service type, contract line item, and location
- A summary of discrepancies identified
- A payment recommendation report
- A cover letter summarizing the reconciliation findings and payment recommendation

Closeout

Thompson's team of consultants, engineers, cost estimators and subject matter experts are disaster recovery and grant management practitioners and implementers that maintain an active knowledge of federal policy and industry leading expertise in navigating federal programs to maximize and retain federal funding for impacted communities.

FEMA PA Worksheet Development

Thompson will assist the City with developing Project Worksheets (PWs) and necessary documentation to substantiate cost claims to FEMA for the Public Assistance (PA) program. Thompson will deploy consultants to coordinate PA operations with TDEM officials and prepare small and large project PWs to capture eligible costs incurred by the City. Throughout the PA process, Thompson carefully tracks all associated labor and expenses in accordance with FEMA DAP 9525.9, outlining eligibility requirements for reimbursement of Direct Administrative Costs (DAC), allowing the City to be reimbursed for the majority of Thompson's PA Consulting costs. Though some costs may remain ineligible for reimbursement by declaration in federal guidelines (i.e., indirect costs for FEMA PA), Thompson's emphasis on efficient performance and accurate cost tracking will ensure the City receives maximum reimbursement for Thompson's services.

Thompson applies a forward-thinking, collaborative, and cost-effective approach to FEMA PA consulting. Our tried and tested consultants are knowledgeable of PA program policy, requirements, and best-practices and draw upon experience to make certain PWs are efficiently and properly prepared, and whenever possible, are audit-ready at the time of submission. Through encouraging transparency between the City, TDEM, and FEMA, Thompson will seek to expedite the City's recovery process, maximize reimbursement, and limit the need for post-submittal administration including audit

preparation and appeals support. Thompson consultants have experience preparing and administering PWs in all categories of work (A-G and Z).

Audit Ready Documentation

Throughout the duration of the project, the City will be provided access to the TDMS*portal*, which will include all project documentation and reports required by FEMA for review. Thompson's documentation process mirrors the FEMA GrantsPortal to expedite the submittal and review process.

For example, all reconciled invoices are delivered to the City for submission to FEMA as audit ready packages which include the contractor invoice, all supporting data in MS excel, Thompson's payment recommendation and an Adobe PDF of all associated load and unit tickets. Upon project completion, Thompson will provide the City with a final report that captures all reconciled cumulative project totals, with quantities broken out by debris type, DMS site, and final disposal location. A separate cost report, broken out by contract line item, will also be provided at project completion.

Audit Support

To the extent necessary, Thompson will provide the City with first and second appeal support for unfunded or de-obligated disaster related projects or initiatives that the City and Thompson mutually agree may be determined eligible by FEMA based on a re-review of existing project documentation or other review of new information presented to substantiate the eligibility of the project.

SECTION 4

FEMA / Other Government Agencies with Jurisdiction – Reporting & Reimbursement

Grant Application, Administration & Management Services

Thompson consultants possess expertise in a variety of grant programs and are able to assist the City in maximizing grant funding, retaining obligated funds, and ensuring the City is prepared for audit and closeout. Committed to providing staff with real-life experience and success in managing grant programs including those of FEMA, FHWA, and HUD, Thompson's staffing and approach can be adjusted based on the situational needs of the City.

The FEMA Public Assistance (PA) Grant Program is the most common grant program funding disaster response and recovery projects for local governments. Thompson consultants have successfully assisted local governments, states, and FEMA in applying for and administering FEMA PA funding. What sets Thompson apart from other firms is our ability to maximize federal funding through efficient management of the City's FEMA PA participation, while capitalizing on additional federal grant sources to provide the City a complete recovery including community development and mitigation opportunities. The following sections provide a brief overview of the types of services Thompson may provide to the City under the FEMA PA program and other long-term recovery grant programs.

FEMA Public Assistance Consulting

Thompson will assist the City with developing Project Worksheets (PWs) and necessary documentation to substantiate cost claims to FEMA for the Public Assistance (PA) program. Thompson will deploy consultants to coordinate PA operations with TDEM and FEMA officials and prepare small and large project PWs to capture eligible costs incurred by the City. Throughout the PA process, Thompson carefully tracks all associated labor and expenses in accordance with FEMA DAP 9525.9, outlining eligibility requirements for reimbursement of Direct Administrative Costs (DAC), allowing the City to be reimbursed for the majority of Thompson's PA Consulting costs. Some costs may remain ineligible for reimbursement by declaration in federal guidelines (i.e., indirect costs for FEMA PA).

Thompson applies a forward-thinking, collaborative, and cost-effective approach to FEMA PA consulting. Our tried and tested consultants are knowledgeable of PA program policy, requirements, and best-practices and draw upon experience to make certain PWs are efficiently and properly prepared, and whenever possible, are audit-ready at the time of submission. Through encouraging transparency between the City, TDEM and FEMA, Thompson will seek to expedite the City's recovery process, maximize reimbursement, and limit the need for post-submittal administration including audit preparation and appeals support.

Thompson has experience preparing and administering PWs in all categories of work (A-G, Z).

Thompson's primary tasks associated with FEMA PA application, management, and administration include the following:

Table 4-1: Long-Term Recovery and Grant Management Services

Service	Description
Preliminary Damage Assessment (PDA)	Assist City departments with damage assessment immediately following a disaster event in order to accurately capture estimated damages and provide state and federal officials the information required to warrant a presidential disaster declaration, activating opportunities for federal funding.
Data Collection and Documentation Management	Establish and maintain a documentation management process to quickly and completely capture costs associated with response and recovery. Prepare supporting documentation to fulfill grant application, reporting, and audit requirements.
Site Visits	Conduct site visits to damaged facilities, document damages and dimensions, collect GPS location and photographs.
Project Description and Scope Development	Complete detailed damage descriptions and scopes of work to include as narrative in PWs. Fully and accurately capture all damages to ensure City's applications are submitted for maximum reimbursement of all eligible costs.
Project Cost Estimation and Documentation	Prepare cost estimates and supporting documentation for incomplete projects and large projects. Include in PWs to obtain small project reimbursement and expedited payment of large projects.
Insurance Review and Subrogation	Identify insurance proceeds due to and/or received by City for projects to be submitted for PA funding. Adjust City funding requests appropriately.
Small and Large Project PW Preparation and Development	Preparation of PWs, grant application development for both small and large projects in all categories of work (A-G). Maintain collaboration with City, state, and federal officials throughout the process.
Alternate and Improved Project Funding Consultation	Prepare justification and requests for alternate and improved projects when appropriate.
Hazard Mitigation Funding Support (Section 406)	Identification of Section 406 hazard mitigation opportunities to reduce or eliminate the future threat of damages. Development of grant applications and grant/program management of mitigation project activities.
Special Consideration Assistance	Assist City in addressing potential environmental, historical, insurance, and federal compliance concerns associated with grant funded projects.
Construction Inspection	Construction Engineering and Inspection (CE&I) services and contractor monitoring of construction projects.
Grant/Program Administration and Financial Reconciliation	Administrative support associated with program reporting requirements, payment requests, and financial management of grant expenditures and reimbursement funding.
Interim and Final Project Inspections	Perform interim and final inspections of large projects to ensure compliance with project schedules and grant program requirements.
Evaluate and Estimate Cost Under/Overruns	Review of PW estimates and actual project costs to identify discrepancies. Include in PW versions to ensure City is fully and accurately reimbursed and prepared for audit.
Prepare PW Versions for Closeout	Prepare final PW versions incorporating any changes or alterations to projects prior to grant closeout. Coordinate with TDEM and FEMA to complete and submit for final approval.
Grant Closeout Services	Final reconciliation of expenditures to grant funds and insurance proceeds received. Adjustments for cost over runs and under runs to provide applicant with complete recovery.
Audit Assistance/Defense	Prepare final documentation required for audit. Review audit findings and address any additional requests for clarification or adjustments.

Service	Description
Appeal Development	Develop and prepare appeals of denied reimbursement of perceived eligible costs. Submit appeals within mandated deadlines that best defend the City and seek to maximize recovery and reimbursement.
Direct Administrative Cost (DAC) Recovery	Accurately capture and document Thompson's eligible direct administrative costs and recover substantial portions of the costs associated with Thompson's services, and any eligible services performed by City staff, as provided in DAP 9525.9.

The tasks above will be conducted in order to develop and submit Project Worksheet form - FF 90-91 and required backup information to include: category of work, damage description, scope of work, cost figures and supporting schedules, photographs, GPS coordinates, and other substantiating information required by FEMA, as described in the newly issued Public Assistance Program and Policy Guide, FP 104-009-2.

Long-Term Recovery & Grant Management Support

Successful recovery requires a comprehensive approach aimed at fulfilling long-term City goals that not only assist in an expedited emergency recovery process but strengthen City's infrastructure to reduce or eliminate damage during future events. Thompson's consulting team is composed of multi-faceted professionals possessing experience with a variety of long-term recovery grant programs. Each team member's detailed understanding of various grant programs makes Thompson uniquely qualified to maximize the City's federal funding opportunities and execute long-term recovery and mitigation strategies. In addition to PA and general grant management support, Thompson commits to seeking out additional grant funding and providing the City expertise in the following programs among others.

- FEMA Hazard Mitigation Grant Program (HMGP)
- FEMA Pre-Disaster Mitigation (PDM)
- FEMA Flood Mitigation Assistance (FMA)
- FHWA Emergency Relief Program (ER)
- HUD Community Development Block Grants (CDBG)
- NRCS Watershed Protection Program
- USDA Disaster Recovery Program
- FSA Disaster Recovery Program

Utilizing one or a combination of multiple of the grant programs listed above, among numerous other grant sources that may become available to the City, Thompson commits to proactively identifying opportunities to maximize federal funding. Many of these grant programs are available to the City outside of a presidential disaster declaration. Regardless of the City's active involvement in disaster response and recovery, should the opportunity to fulfill City goals through obtaining federal funds arise, Thompson stands ready to provide grant-related support. Please see the sample list of long-term recovery and grant management support services, below, that Thompson can provide to the City.

Table 4-2: Long-Term Recovery and Grant Management Services

Service	Description
Project Identification and Ranking	Collaborate with client representatives to identify and rank projects contributing to the long-term recovery of communities.

Service	Description
Long-Term Recovery Planning	Assist officials in developing plans to execute priority projects.
Community Outreach	Facilitation and management of community call centers and public outreach meetings.
Benefit-Cost Analysis (BCA)	Utilize FEMA's established BCA software to demonstrate financial effectiveness and benefit of proposed projects.
Project Cost Estimation and Documentation	Prepare cost estimates and supporting documentation for incomplete projects and large projects. Include in PWs to obtain small project reimbursement and expedited payment of large projects.
Construction Inspection	Construction Engineering and Inspection (CE&I) services and contractor monitoring of construction projects.
Grant/Program Administration and Financial Reconciliation	Administrative support associated with program reporting requirements, payment requests, and financial management of grant expenditures and reimbursement funding.
Engineering, Design, and Administrative Cost Recovery	Monitor and track reimbursable engineering and administrative costs to minimize client's financial burden.
Interim and Final Project Inspections	Perform interim and final inspections of large projects to ensure compliance with project schedules and grant program requirements.
Grant Closeout Services	Final reconciliation of expenditures to grant funds and insurance proceeds received. Adjustments for cost over runs and under runs to provide applicant with complete recovery.

SECTION 5
Compensation

Proposed Pricing

Thompson has invested considerable resources in order to improve the efficiencies of our administrative and accounting services, as well as our training and logistics operations. In turn, we pass on these efficiencies to our clients in the form of cost savings and no-cost services. We understand the importance of minimizing costs and as such will not charge the City for positions that are duplicative in nature or unnecessary to perform the scope of services requested.

Thompson has completed and included Attachment A Pricing Schedule in the subsequent pages of this section.

ATTACHMENT A: PRICING SHEET

Please provide a cost per unit for services that your firm can provide. Hourly rates shall include all costs, including overhead and profit, lodging, meals, and transportation.

Section A – Listed Staff Positions

Item	Position	Estimated Project Hours*	Hourly Rate	Extended Cost
1	On-Site Project Manager	112	$ 79.00	$ 8,848.00
2	DMS and Field Supervisors	336	$ 47.00	$ 15, 792.00
3	Field Monitors	4,200	$ 36.00	$ 151,200.00
4	DMS and Tower Monitors	840	$ 37.00	$ 31,080.00
5	GIS Specialist	40	$ 55.00	$ 2,200.00
6	Data Manager	40	$ 55.00	$ 2,200.00
7	Billing/Invoice Analyst	40	$ 40.00	$ 1,600.00
8	Data Entry/Administrative Staff[1]	250	$ 0.00	$ 0.00
			Total Section A	**$ 212,920.00**

*Quantities and hours shown above are for price proposal evaluation purposes only and do not represent an actual or anticipated volume of contract work.

Section B – Additional Required Staff Positions

List all other positions not listed in Section A, along with the hourly rate, that Proposer will utilize to perform the services presented in this RFP.

Item	Position	Hours*	Hourly Rate	Extended Cost
1		1	$	$
2		1	$	$
3		1	$	$
4		1	$	$
5		1	$	$
6		1	$	$
7		1	$	$
8		1	$	$
			Total Section B	**$**

*Section B will be evaluated per a unit of one (1) hour multiplied by the proposed hourly rate.

Total Estimated Cost (Sections A and B)	**$ 212,920.00**

Section C – Optional Staff Positions

List optional staff positions that may provide an added benefit to the City and would be provided at the City's request.

Item	Position	Hourly Rate
1		$
2		$
3		$
4		$
5		$

Proposer (Company Name): Thompson Consulting Services, LLC

Authorized Representative (Print): Jon Hoyle

Authorized Representative (Signature):

Date: 8/22/2024

Please see pricing notes on following page.

Pricing Notes

[1]Data Entry/Administrative Staff Position not required due to the efficiencies of an Automated Debris Management System and will not be charged to the City.

SECTION 6
Insurance

Certificates of Insurance

Thompson has included our certificates of insurance in the subsequent pages of this section as evidence of our coverage and demonstrating our ability to maintain all insurance requirements the City has set forth. Thompson has not had any previous issues obtaining or maintaining insurance requirements.

THOMENG-01 AFOSTER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/28/2024

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	CONTACT NAME: Abby Foster
PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	PHONE (A/C, No, Ext): (334) 386-3609 FAX (A/C, No): (334) 244-0350 E-MAIL ADDRESS: afoster@turnerfirst.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Co.	16535
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Thompson Consulting Services, LLC
2601 Maitland Center Parkway
Maitland, FL 32751

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			BAP 3534779-02	2/1/2024	2/1/2025	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH)	N / A		WC 3534777-02	2/1/2024	2/1/2025	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Auto Physical Damage			BAP 3534779-02	2/1/2024	2/1/2025	Various deductibles	

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

CERTIFICATE HOLDER

Evidence of Coverage

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

David J Durden

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The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/31/2024

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 Cadence Insurance, a Gallagher Company 760 Howard Avenue, 2nd floor Biloxi MS 39530	**CONTACT NAME:** Patty Savage **PHONE (A/C, No, Ext):** 8002770856 **FAX (A/C, No):** 228-863-1957 **E-MAIL ADDRESS:** patty.savage@cadenceinsurance.com
	INSURER(S) AFFORDING COVERAGE / **NAIC #** **INSURER A :** Scottsdale Insurance Co / 41297
INSURED THOMINC-03 Thompson Consulting Services, LLC 2601 Maitland Center Parkway Maitland FL 32751	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 2066980079 **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	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			VRS0007177	2/1/2024	2/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 5,000,000 $ 100,000 $ 5,000 $ 5,000,000 $ 10,000,000 $ 5,000,000 $
	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 Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Professional Liab Contractors Pollution Liability			VRS0007177	2/1/2024	2/1/2025	Per Claim/Agg Per Claim/Agg	$5 mil/$10 mil $5 mil/$10 mil

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

CERTIFICATE HOLDER

Evidence of Coverage

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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SECTION 7
Conflict of Interest

Thompson is not aware of any political contributions of money, in-kind services, or loans made to any member of the City of Tyler City Council within the last three (3) years by the firm, any of its agents, or employees assigned to this project.

SECTION 8
Drug & Alcohol Testing

Thompson Drug & Alcohol Policy

Thompson's internal Drug and Alcohol Testing Policy has been included in the subsequent pages of this section.

DRUG AND ALCOHOL USE

It is the Company's desire to provide a drug-free, healthful, and safe workplace. To promote this goal, employees are required to report to work in the appropriate mental and physical condition to perform their jobs in a satisfactory manner. The Company has adopted a **Drug Free Workplace** policy. A copy of this policy will be provided to all employees and all employees will be required to sign an acknowledgement form indicating that they have received the policy. Questions concerning this policy or its administration should be directed to the Health & Safety Director. The Drug-Free Workplace policy can be viewed on Jostle under the Safety Policies and Procedures section.

While working on or off Company premises, no employee may use, possess, distribute, sell, or be under the influence of alcohol or illegal drugs (as used in this policy, "illegal drugs" includes controlled substances other than those lawfully prescribed to and properly used by the employee). While working on or off Company premises, no employee may have a measurable quantity of alcohol or illegal drugs detectable in their blood, urine, hair or saliva. Employees involved in authorized client-related functions where alcohol is served shall be mindful of appropriate consumption to maintain a safe and professional environment.

The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace. Employees should notify their supervisor if they are taking medications (prescribed or over-the-counter) which their physicians have indicated or they believe might impair performance or affect safety in the workplace.

Violations of the **Drug Free Workplace** policy may lead to disciplinary action, up to and including immediate termination of employment, and/or required participation in a substance abuse rehabilitation or treatment program. Such violations may also have legal consequences.

Employees with questions or concerns about substance dependency or abuse are encouraged to discuss these matters with the Human Resources Director to receive assistance or referrals to appropriate resources in the community.

Employees with drug or alcohol problems that have not resulted in (or are not the immediate subject of) disciplinary action may request any needed accommodation, if applicable, including approval to take unpaid time off to participate in the rehabilitation or treatment program through the Company's health insurance benefit coverage.

Leave may be granted if the employee agrees to abstain from use of any illegal drug and abides by all the Company's policies, rules, and prohibitions relating to conduct in the workplace, and if granting the leave will not cause the Company any undue hardship.

Under the **Drug Free Workplace Act**, an employee who performs work on a government contract or grant must notify the Company of a criminal conviction for drug-related activity occurring in the workplace. The report must be made within five days of the conviction.

Employees with questions on this policy or issues related to drug or alcohol use in the workplace may raise their concerns with the Human Resources Director without fear of reprisal.

DRUG TESTING

The Company is committed to providing a healthy, safe, efficient, and productive work environment for all employees. Using or being under the influence of drugs on the job may pose serious safety and health risks. To help ensure a safe and healthful working environment, employees may be asked to provide body substance samples (such as urine, blood or hair) to determine if the illicit or illegal use of drugs and/or alcohol after an accident involving the employee or if there is a reasonable suspicion that the employee is under the influence of drugs or alcohol or otherwise in violation of the policy. A positive drug test may prevent an employee from receiving benefits under the Alabama Workers' Compensation Law if the injury is a result of an accident caused by drug and/or alcohol impairment. An employee who refuses to submit to or cooperate with a blood, hair or urine test after an accident forfeits his or her right to recover Worker's Compensation benefits under Alabama Code 25-5-51. A post-offer, pre-employment drug test may be required of selected applicants. The Company may also engage in a course of random drug testing. Refusal to submit to testing may result in disciplinary action, up to and including termination of employment. If an employee submits a tampered, adulterated, or diluted test sample, the employee will be subject to disciplinary action up to and including immediate termination.

A copy of the **Drug Free Workplace** policy will be provided to all employees and employees will be required to sign an acknowledgment form indicating that they have received the policy. Questions concerning this policy or its administration should be directed to the Health & Safety Director.

The Drug Free Workplace policy can also be viewed on Jostle under the Safety Policies and Procedures section.

SECTION 9
References

Selected References

The following references attest to the versatility of Thompson and the capabilities that we maintain in debris removal monitoring and disaster related services. We believe the highest praise a consultancy can receive is that of a recommendation from a previous or current client. Additional project details are provided in Section 1, Qualifications / Experience.

Aransas County, Texas — Sept. 2017 – Dec. 2018

Disaster Debris Removal Monitoring & PPDR — Debris Quantity: 2,775,000 CY

Mike Geer, Emergency Management Coordinator
361-556-5307 | mgeer@aransascounty.org
2840 Hwy 35 N
Rockport, TX 78382

City of Lake Jackson, Texas — Sept. – Oct. 2017 / Sept. – Oct. 2021

Disaster Debris Removal Monitoring — Debris Quantity: 80,000 CY

Modesto Mundo, City Manager
979-415-2500 | mmundo@lakejacksontx.gov
25 Oak Drive
Lake Jackson, TX 77566

City of Valdosta, Georgia — Sept. 2023 – Feb. 2024

Hurricane Idalia Debris Removal Monitoring — Debris Quantity: 728,000 CY

Richard Hardy, City Manager
229-259-3500 | rhardy@valdostacity.com
216 E Central Ave
Valdosta, GA 31601

SECTION 10
Exceptions

Thompson has thoroughly reviewed the City's Request for Proposal and has no exceptions to request at this time.

SECTION 11
Required Forms & Certifications

Thompson has completed and included the following forms in the subsequent pages of this section:

- RFP Signature Page
- Certification Regarding Lobbying
- All Necessary Forms for Completion Form
- State of Texas Certificate of Status
- Proposal of Bidders
- W-9
- Certificate of Interested Parties (1295 Form)
- Bond Requirements Affidavit
- Bid Bond
- Insurance Requirement Affidavit

REQUEST FOR PROPOSAL

THIS IS NOT AN ORDER

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

Telephone: (903) 531-1232

August 9, 2024
DATE MAILED

Proposal No: **24-035**
(Number must appear on ALL correspondence)

Closing Time: 2:00 pm

Closing Date: **August 27, 2024**

Addressed To:

Please respond according to the instructions indicated below for the articles described. To be considered, the proposal must be submitted according to the City of Tyler instructions. All items or services called for must be in strict accordance with the requirements and specifications attached hereto or furnished upon request.

INSTRUCTIONS:
1. Keep duplicate copies of the proposal for your files.
2. Federal Excise Taxes are exempted, as well as Federal Transportation Tax, State Tax, and City Sales Tax.
3. Return this form if unable to provide a proposal.
4. Specify the Trade name or brand in space, if applicable.

Purchasing Manager

Sealed proposals to furnish the following will be received in the Purchasing Office @ 304 North Border, Tyler, Texas 75702, Attn: Sherry Pettit until **August 27, 2024,** and opened by City Staff in the City Council Chambers @ 212 North Bonner, City Hall, 2nd Floor @ 2:00 pm on **August 27, 2024.**

RFP for Disaster Debris Monitoring and Management Services Standby Contract

PROPOSAL IDENTIFICATION: The proposal number, closing time, date, and requested item must appear on the outside of the envelope in the lower left-hand corner.

DATA SHEETS: All responders must complete each specification data sheet in the spaces provided on each bid item, as well as all information requested on the price datasheet. The price, data, and specifications sheet are hereby made a part of this proposal.

DELIVERY: Delivery must be stated in your proposal on the data sheet as the number of calendar days from the date of order.

The City of Tyler reserves the right to reject any and/or all proposals, to waive any and/or all formalities, and to award amount, partial amount, or individual item basis.

In submitting the above, the vendor agrees that acceptance by the City of Tyler within a reasonable period purchase total constitutes a binding agreement.

In submitting the above request and attached proposal to the City of Tyler, I hereby certify that we have not participated in nor been a party to any collusion, price fixing or any other agreements with any company, firm, or person concerning the pricing of the enclosed proposal.

Net 30
INVOICING TERMS

Thompson Consulting Services, LLC
COMPANY NAME

8/23/2024
DATE

Jon Hoyle
AUTHORIZED REPRESENTATIVE (print)

SIGNATURE

See other side for TERMS AND CONDITIONS

* All Proposals Must Be Signed

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding $100,000)
The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Thompson Consulting Services, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Jon Hoyle, President
Name and Title of Contractor's Authorized Official

8/23/2024
Date

All Necessary Forms for Completion

1. **Corporate Information**
   If a Consultant or Provider is a corporation, it shall be certified with the Texas Secretary of State and have a corporate status in good standing, and in the case of out-of-state corporation, they must present evidence of authority to do business in Texas. Thompson is registered to do business in the State of Texas and in good standing. We have included our Certificate of Fact in the subsequent pages of this form.
2. **License Sanctions and Debarment**
   List any regulatory or license agency sanctions. State if there are no license sanctions against the Consultant or Provider. The contractor and sub-contractors are not debarred according to www.sam.gov. Thompson is not a debarred company nor has any current or past license sanctions.
3. **Personnel**
   Provide a list of current personnel that would be assigned to the City of Tyler in the event of contract activation. The list shall include but is not limited to:

   - Contact persons, including telephone numbers and e-mail address
   - Project manager – must have five years' experience
   - Operations manager – must have three years of experience
   - Other key personnel assigned to the project/this Agreement
   - Provide resumes for project manager, operations manager, and other key personnel.

Thompson's proposed project team, including resumes and qualifications, has been provided within Section 1 of our proposal response.

Changes to the list of personnel that was provided with the proposal must be communicated to the City of Tyler at the time of an event and are subject to approval by the City of Tyler. The City of Tyler also reserves the right to request the substitution of any personnel as the City of Tyler deems necessary.

4. **Licenses and Certificates**
   List any licenses or certifications related to the scope or work described in this RFP. State if the Consultant or Provider does not have any related or applicable licenses or certifications.

Thompson is registered to do business in the State of Texas. No additional licenses or certifications are required to perform the services requested however, Thompson will obtain and maintain any certifications deemed necessary by the City.

1) List any subcontractors you propose to use on the City of Tyler's project that will comprise a material amount of the total operational cost. Use additional pages if necessary. This information is considered preliminary and may be revised prior to the proposal being awarded and re-submitted during the negotiation phase. However, it is expressly understood that the use of any subcontractor other than those listed herein shall require written approval from the City of Tyler. Failure to submit the information as required may result in a disqualification of your proposal.

A. Subcontractor Name: Thompson maintains the resources and experience to fulfill the scope of work requested by the City without the need to employ an additional subcontractor. However, should the scope of work expand to include an opportunity to engage additional resources, Thompson will work with the City to identify an appropriate subcontractor.

City/State:_____

Trade or Service to Be Provided:_____

Estimated Percentage of Overall Cost:_____

B. Subcontractor Name:_____

City/State:_____

Trade or Service to Be Provided:_____

Estimated Percentage of Overall Cost:_____

C. Subcontractor Name:_____

City/State:_____

Trade or Service to Be Provided:_____

Estimated Percentage of Overall Cost:_____

D. Subcontractor Name:_____

City/State:_____

Trade or Service to Be Provided:_____

Estimated Percentage of Overall Cost:_____

E. Subcontractor Name:_____

City/State:_____

Trade or Service to Be Provided:_____

Estimated Percentage of Overall Cost:_____

2) Certification Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

A. Are you presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency?
Y_____N__x____

B. Have you within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property?
Y_____N__x____

C. Are you presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein?
Y_____N__x____

D. Have you within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default?
Y_____N__x____

SIGNATURE REQUIRED BELOW:
The undersigned:

- Declares that the only person or parties interested in this proposal as principals are those named herein and that this proposal is made without collusion with any other person, firm, or corporation.

- Agrees, upon written acceptance of this proposal, mailed or otherwise, furnished within ninety (90) days after the date of opening of proposals, will within ten (10) calendar days after receipt of the prescribed forms, execute and agree to the terms and conditions of the final award.

- Proposes and agrees to perform all work of whatever nature required, in strict accordance with the specifications for the pricing/fee submitted in the attached proposal.

- Declares that in the event of the award of a contract to the undersigned will comply with the Immigration Reform & Control Act of 1986.

- Shall be able to perform the services or provide the goods as specified in this solicitation. The Consultant or Provider is to prepare a proposal that describes all goods and services that the Consultant or Provider desires to make available and the appropriate pricing structure for each.

- If the Consultant or Provider desires to exclude an item(s) that would ordinarily be considered a part of a proposal category, then that item(s) must be clearly identified as "Not Offered" in your proposal.

Authorized Signature

8/23/2024
Date

All proposals submitted must include Page 1 through this signature page as the submittal and proposal bond if required.

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Jane Nelson
Secretary of State

Office of the Secretary of State

Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Application for Registration for THOMPSON CONSULTING SERVICES, LLC, authorized under the name TCS-Thompson Consulting Services, LLC (file number 801435312), a DELAWARE, USA, Foreign Limited Liability Company (LLC), was filed in this office on June 02, 2011.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on June 17, 2024.

Jane Nelson
Secretary of State

PROPOSAL OF BIDDERS

The term RFP, PROPOSAL and BID are used as interchangeable terms in this document.

All:

The following proposal is made for furnishing the materials/services for the City of Tyler, Texas.

The undersigned declares that the amount and nature of the materials/services required is understood and that this proposal is in strict accordance with the requirements of the RFP and is a part of this bid, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the bids are opened.

The proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any Department of Transportation (DOT)-assisted contract or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements 49 CFR part 26. The proposer shall take all-necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

Further, pursuant to City of Tyler, no person shall be favored or discriminated against with respect to any contract on account of age, race, sex, religion, national origin, sexual orientation, gender identity, pregnancy, or political beliefs.

The undersigned hereby proposes to furnish any supplies or equipment necessary for this bid/RFP, F.O.B. City of Tyler, Texas, freight pre-paid at the unit prices quoted herein after notice of bid award. The undersigned affirms that they are duly authorized to execute this contract that this company, corporation, firm, partnership or individual and has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this type of business prior to the official opening of this bid.

Texas Government Code §2270.002 forbids Texas government entities from contracting with any company that excludes or boycotts Israel, or will do so doing the term of a contract. Also, Texas Government Code §2252.152 prohibits Texas governments from contracting with companies who do business with Iran, Sudan, or foreign terrorist organizations. If Bidder or Bidder's company boycotts Israel or will boycott Israel during the contract, does business with Iran, Sudan, a terrorist organization, or is an organization listed with the Texas Comptroller
Pursuant to Chapter 2252 of the Texas Government Code, you must disclose this in your bid response and provide details of such business.

In addition, the Vendor who wins a bid/proposal award must guarantee that they will not employ a subcontractor in the performance of the bid award who falls under either law. Submission of a bid proposal shall be deemed an affirmative statement that Bidder does not and will not boycott Israel, and Bidder does not and will contract with Iran, Sudan, or any terrorist organization. If you need to provide the city any detail regarding these new laws, please attach details as needed.

Please sign on the line below as verification that your company is not excluded from contracting with the City of Tyler by either Texas law, **and will remain in compliance with all of the above for the term of the bid award**.

SIGNATURE: _____

PROPOSAL OF BIDDERS

Page 3 of 3

RFP #24-035
REQUEST FOR PROPOSAL

Respectfully Submitted,

PLEASE PROVIDE A COPY OF YOUR W-9

SIGNATURE

8/23/2024
DATE

Jon Hoyle	President
PRINTED NAME	TITLE
Thompson Consulting Services, LLC	Jon Hoyle
COMPANY NAME	CONTACT PERSON

2601 Maitland Center Parkway	Maitland	FL	32751
MAILING ADDRESS	CITY	STATE	ZIP
2601 Maitland Center Parkway	Maitland	FL	32751
PAYMENT ADDRESS	CITY	STATE	ZIP

407-792-0018	407-878-7858
PHONE NUMBER	FAX NUMBER
jhoyle@thompsoncs.net	www.thompsoncs.net
E-MAIL ADDRESS	WEB PAGE

HUB Vendor Status _____ **YES (attach certification)** __x__ **NO** _____

HUB VENDORS: HUB vendors (Historically Underutilized Businesses) are vendors whose company is owned by either a minority or a woman. If you are classified as a HUB vendor and have certification to prove this, please respond below and attach a copy of your certification. If you would like to read the Texas bid statute, which references HUB vendors, please follow this link http://www.statutes.legis.state.tx.us/SOTWDocs/LG/htm/LG.252.htm

NO PROPOSAL RESPONSE: If the response is not received in the form of an "RFP Proposal" or "No Proposal Response," the bidder will be removed from the bid list. Please give a specific reason as to why you are unable to bid, i.e.: we do not sell the required product/service.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

THOMPSON CONSULTING SERVICES, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ S

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

2601 MAITLAND CENTER PKWY

6 City, state, and ZIP code

MAITLAND, FL 32751-4110

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

4	5	–	2	0	1	5	4	5	3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person ▶** [signature] **Date ▶** 8/23/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1204679

Date Filed:
08/23/2024

Date Acknowledged:

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

Thompson Consulting Services, LLC
Maitland, FL United States

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

City of Tyler

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.

RFP# 24-035
Disaster Debris Monitoring and Management Services Standby Contract

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Thompson Holdings, Inc.	Mobile, AL United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Jon Hoyle, and my date of birth is 7/7/1979.

My address is 2601 Maitland Center Parkway (street), Maitland (city), FL (state), 32751 (zip code), USA (country).

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

Executed in Orange County, State of FL, on the 23rd day of August (month), 2024 (year).

Signature of authorized agent of contracting business entity
(Declarant)

THIS FORM MUST BE TURNED IN WITH YOUR PROPOSAL

BOND REQUIREMENT AFFIDAVIT

TO BE COMPLETED BY THE APPROPRIATE BONDING AGENT.

I, the undersigned agent, certify that I have reviewed the bonding requirements contained in this bid document with the vendor identified below. If the vendor identified below is awarded this contract by the City of Tyler, I will be able to furnish the required payment and performance bonds to the CITY within ten (10) working days after being given notice to proceed, meeting all of the requirements contained in this bid.

Agent Signature

Troy P. Wagener
Printed Name

Continental Casualty Company
Name of Insurance Carrier

760 Howard Avenue, 2nd Floor	Biloxi	MS	39530
Address of Agency	City	State	Zip

225-336-3200	225-336-4536	Troy_Wagener@ajg.com
Phone #	Fax #	Email Address

Thompson Consulting Services, LLC
Vendor / Contractor Name

Acknowledgment

Subscribed ad Sworn before me by the above-named Troy P. Wagener

On this 19th day of August, 2024.

(seal)

Notary Public in and for the State of Mississippi

NOTICE TO THE AGENT

If this time requirement is not met, the City has the right to declare this vendor non-responsible and award the contact to the next lowest/responsible bidder meeting the specifications. If you have any questions concerning these requirements, please contact Sherry Pettit at the City of Tyler, Purchasing, at 903-531-1232.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Troy P Wagener, Kathleen Scarborough, Susan Skrmetta, Dewey Brashier, Individually

of Gulfport, MS, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Laws and Resolutions, printed below, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 31st day of July, 2024.

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Larry Kasten — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 31st day of July, 2024, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.

My commission expires

March 2, 2026

M. BENT NOTARY PUBLIC SOUTH DAKOTA

M. Bent — Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance companies printed below are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 19th day of August, 2024.

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paula Kolsrud — Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF EACH OF CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA (as defined above, the "CNA Companies"):

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of each of the above CNA Companies at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of each of the CNA Companies.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of each of the above Companies by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of each of the above CNA Companies by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Thompson Consulting Services, LLC
2601 Maitland Center Parkway
Maitland, FL 32751

SURETY:
(Name, legal status and principal place of business)
Continental Casualty Company
151 N. Franklin Street
Chicago, IL 60606

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
City of Tyler
Purchasing Department
Attn: Sherry Pettit
304 North Border Avenue
Tyler, Texas 75702

BOND AMOUNT: Five Percent (5%) of the Amount Bid----------

PROJECT:
(Name, location or address, and Project number, if any)
RFP No. 24-035 Disaster Debris Monitoring and Management Services Standby Contract

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

Init.
/
AIA Document A310™ – 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 27th day of August , 2024

THOMPSON CONSULTING SERVICES, LLC LIMITED LIABILITY COMPANY SEAL 2011 Delaware (Seal)

	Thompson Consulting Services, LLC
	(Contractor as Principal)
(Witness)	*(Title)* President
	Continental Casualty Company
	(Surety) *(Seal)*
Darlene Landry	Kathleen Scarborough
(Witness)	*(Title)* Kathleen Scarborough, Attorney-In-Fact

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POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Troy P Wagener, Kathleen Scarborough, Susan Skrmetta, Dewey Brashier, Individually

of Gulfport, MS, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Laws and Resolutions, printed below, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 31st day of July, 2024.

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Larry Kasten — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 31st day of July, 2024, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent — Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance companies printed below are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 27th day of August, 2024.

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paula Kolsrud — Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF EACH OF CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA (as defined above, the "CNA Companies"):

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of each of the above CNA Companies at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of each of the CNA Companies.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of each of the above Companies by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of each of the above CNA Companies by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

THIS FORM MUST BE TURNED IN WITH YOUR PROPOSAL

INSURANCE REQUIREMENT AFFIDAVIT

TO BE COMPLETED BY THE APPROPRIATE INSURANCE AGENT.

I, the undersigned agent, certify that the insurance requirements contained in this bid document have been reviewed by me with the vendor identified below. If the vendor identified below is awarded this contract by the City of Tyler, I will be able, within ten (10) working days after being given notice to proceed, to furnish a valid insurance certificate to the City of Tyler, meeting all the requirements contained in this bid.

Agent Signature

Andrew P. Underwood
Printed Name

Cadence Insurance, A Gallagher Company
Name of Insurance Carrier

760 Howard Avenue, 2nd floor	Biloxi	MS	39530
Address of Agency	City	State	Zip

228-374-2000	228-256-8908	Patty.Savage@cadenceinsurance.com
Phone #	Fax #	Email Address

Thompson Consulting Services, LLC
Vendor / Contractor Name

Acknowledgment

Subscribed ad Sworn before me by the above-named Andrew P. Underwood

On this 19th day of August, 2024.

(seal)

LISA FAYE JOINER COMM. # 122475 NOTARY PUBLIC COMMISSION EXPIRES 12-20-2026 HARRISON COUNTY, STATE OF MISSISSIPPI

Lisa Faye Joiner
Notary Public in and for the State of MS.

NOTICE TO THE AGENT

If this time requirement is not met, the City has the right to declare this vendor non-responsible and award the contract to the next lowest/responsible bidder meeting the specifications. If you have any questions concerning these requirements, please contact Sherry Pettit at the City of Tyler, Purchasing, at 903-531-1232.

THIS FORM MUST BE TURNED IN WITH YOUR PROPOSAL

INSURANCE REQUIREMENT AFFIDAVIT

TO BE COMPLETED BY THE APPROPRIATE INSURANCE AGENT.

I, the undersigned agent, certify that the insurance requirements contained in this bid document have been reviewed by me with the vendor identified below. If the vendor identified below is awarded this contract by the City of Tyler, I will be able, within ten (10) working days after being given notice to proceed, to furnish a valid insurance certificate to the City of Tyler, meeting all the requirements contained in this bid.

Agent Signature

Abby Foster
Printed Name

PGIS, LLC dba Turner Insurance & Bonding Co.
Name of Insurance Carrier

PO Drawer 230789	Montgomery	AL	36123
Address of Agency	City	State	Zip

334-386-3609	334-244-0350	afoster@turnerfirst.com
Phone #	Fax #	Email Address

Thompson Consulting Services, LLC
Vendor / Contractor Name

Acknowledgment

Subscribed ad Sworn before me by the above-named Abby Foster

On this 20th day of August, 2024.

(seal) KELLI H. TILL NOTARY PUBLIC ALABAMA, STATE AT LARGE

Kelli H. Till
Notary Public in and for the State of Alabama

NOTICE TO THE AGENT

If this time requirement is not met, the City has the right to declare this vendor non-responsible and award the contract to the next lowest/responsible bidder meeting the specifications. If you have any questions concerning these requirements, please contact Sherry Pettit at the City of Tyler, Purchasing, at 903-531-1232.

thompson

CONSULTING SERVICES

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-25

Date: September 25, 2024

Subject: Request that the City Council consider authorizing the City Manager to execute an amended professional services contract in the amount of $786,565 with Freese and Nichols, Inc. to provide a new Comprehensive Master Plan for the City of Tyler.

Item Reference: **City Council Action on August 14, 2024**

On August 14, 2024, the City Council approved a request to authorize the City Manager to execute a professional services contract for a new Comprehensive Plan in the amount of $750,000. During the contract approval process, the consultant identified the final cost of a scientific citizen survey and incorporated changes to their schedule of charges. These changes bring the total contract amount to $786,565.

The Development Services Fund remains the source of funding for the Comprehensive Plan and can budget for the additional $36,565. The scope also includes the intent to seek reimbursement funding up to $300,000 from the Texas Government Land Office for resiliency planning.

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to execute the attached professional services contract with Freese and Nichols, Inc. to provide a new Comprehensive Master Plan for the City of Tyler.

Attachments:
Professional Services Agreement and Scope
FNI Proposal

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

Edited/Submitted By:
City Manager

STATE OF TEXAS §
§
§
§
COUNTY OF SMITH §

STANDARD FORM AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This AGREEMENT is entered into, with an Effective Date of _____ by and between the CITY OF TYLER, in Smith County, Texas, hereinafter referred to as "CITY", and Freese and Nichols, Inc. (FNI), hereinafter referred to as "CONSULTANT" for the purpose of acquiring all professional engineering and/or architectural services required for the project known as "Tyler Comprehensive Plan", hereinafter called the "PROJECT".

1. **Consultant's Scope of Services and Additional Services.** The Consultant will perform only the services specifically described in this Agreement and set forth in **Exhibit "A**", the Consultant's Scope of Services**.** If requested by the CITY and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage.

2. **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
   a. Designate in writing a person to act as its representative (hereafter called the "Project Manager"), such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
   b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
   c. Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
   d. Arrange for access to the site and other property as required for the Consultant to provide its services.
   e. Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
   f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
   g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
   h. Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.

3. **Period of Services**.
   a. Unless otherwise stated herein, the Consultant will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services.

   b. Times for performance shall be extended a sufficient amount to compensate for any delays or hindrances caused by unavoidable events or circumstances beyond the Consultant's control. The amount of the extension shall be reasonably determined by the City's Project Manager, provided, however, that the Consultant shall give the Project Manager prompt notice in writing of the cause of such delay.

   c. No claims shall be made by the Consultant for damages resulting from hindrances or delays from any cause, except where the Work is stopped by order of the Project Manager. In which case, both Parties agree that they will mutually designate a neutral third-party cost mediator, who shall be paid for by CITY, to determine

the reasonable additional direct costs due to the Consultant for such work stoppage. If said cost mediator's opinion of payment due is not paid by the CITY or if not accepted by the Consultant shall be deemed a substantial breach of the contract. Alternatively, if said payment is paid and accepted it shall be deemed as an accord and satisfaction of all costs owed, due to the work stoppage.

4. **Method of Payment.** Client shall pay Consultant as follows:
   a. Consultant 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 Client. Payment of each invoice shall include payment of any applicable sales tax and will be made within 30 days of receipt. If the Client fails to make any payment due under this Agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.

   b. The CITY may, on account of subsequently discovered evidence, withhold the full amount or part of any payment to the Consultant to such extent as may be necessary to be protected from loss on account of Consultant's: i) undelivered or substandard work, ii) claims filed or reasonable evidence of probable filing of claims against Consultant, iii) failure to properly pay sub-contractors or for material or labor, iv) damage to the CITY, or v) failure to submit progress updates upon request of the CITY. When the above grounds are removed or the Consultant provides a Surety Bond satisfactory to the CITY, which will protect the CITY in the amount withheld, payment shall be made for amounts withheld because of them.

5. **Use of Documents.** The Consultant's Instruments of Service (including but not limited to plans, field surveys, maps, cross sections, drawings, specifications, calculations, electronic files, source code and other data related to the Project) are and shall remain the property of the Consultant until final payment has been made to the Consultant. Upon final payment to the Consultant, said Consultant's Instruments of Service shall automatically pass to and become the property of the CITY without restriction as to their subsequent uses. However, all documents and data prepared by the Consultant are related exclusively to the services described in this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and, to the extent permitted by law, the Client shall indemnify, and hold the Consultant harmless from all claims, damages, losses, and expenses, including but not limited to attorneys' fees, resulting from such modification or reuse. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

6. **Public Information Act.** Consultant acknowledges that Client 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 Consultant in full, Client shall work with the Consultant to protect any information deemed to be confidential by seeking an Opinion from the Texas Attorney General as allowed by State law.

7. **Intellectual Property.** Consultant may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Consultant or its affiliates ("Intellectual Property") in the performance of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Consultant maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to

use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Consultant and its affiliates.

8. **Opinions of Cost.** It is understood by the Parties that the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, methods of determining prices, or competitive bidding or market conditions. Therefore, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on Consultant's best judgment as an experienced and qualified professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

9. **Termination.** This Agreement may be terminated by either party hereto, with or without cause, upon a minimum of ten (10) 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 ten (10) calendar day period following receipt of said notice, the Consultant shall invoice the CITY for all work completed. The Consultant shall be compensated in accordance with the terms of this Agreement for all services rendered and expenses incurred and approved by the CITY up to the date of termination.

10. **INDEMNITY. TO THE EXTENT PERMITED BY LAW, EACH PARTY AGREES TO INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY AND THEIR 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 (COLLECTIVELY, THE "HARM") ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT, BUT ONLY PROPORTIONALLY TO THE EXTENT THAT THE HARM WAS CAUSED BY THE NEGLIGENT OR INTENTIONAL TORTIOUS ACTS OR OMISSIONS OF THE INDEMNIFYING PARTY, ITS SUBCONSULTANTS, EMPLOYEES, AGENTS, OR ANYONE FOR WHOSE ACTS THE INDEMNIFYING PARTY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIMS OR DAMAGES OCCURRED ON PROPERTY BELONGING TO THE CITY. THIS INDEMNIFICATION OBLIGATION PROVIDED HEREIN SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT AND SHALL BE ENFORCEABLE DESPITE A DETERMINATION OR FINDING OF CONCURRENT, COMPARATIVE, OR CONTRIBUTORY NEGLIGENCE OF EITHER PARTY.**

11. **Extra Costs.** The Consultant shall not be responsible for extra costs resulting from circumstances that are beyond the Consultant's control or related to the failure of contractors to perform work in accordance with the plans and specifications. Additionally, the Parties acknowledge that until such time as the Consultant issues final, fully approved plans and specifications, all preliminary plans are subject to substantial revision. Therefore, the Consultant shall have no responsibility for any costs arising out of CITY's decision to obtain bids or proceed with construction before the Consultant has issued final, fully approved plans and specifications.

12. **Certifications.** All requests for the Consultant to execute certificates, lender consents, or other third-party reliance letters must be submitted to the Consultant at least 14 days prior to the requested date of execution. The Consultant shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

13. **Dispute Resolution**. All claims arising out of this Agreement, or its breach shall be submitted first to mediation as a condition precedent to litigation. A request for mediation shall be filed in writing to the other Party to this Agreement. Within 60 days of the filing of the request, the parties shall hire a neutral third-party mediator and share the mediator's fee, any filing fees or other associated costs equally. The mediation shall be held in the place where the Project is located unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

14. **Hazardous Substances and Conditions.** The Consultant shall immediately notify the City of Tyler Fire Department and the Project Manager of any hazardous substances or conditions of which the Consultant actually becomes aware or has reasonable belief of its existence. The Consultant may stop affected portions of its services until the hazardous substance or condition is abated. The Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation.

15. **Construction Phase Services, if required**.
    a. If the Consultant is required in the Scope of Services (see Exhibit "A") to prepare construction documents and conduct periodic site visits, the purpose of said site visits are to provide the CITY a greater degree of confidence that the completed work of its contractor(s) will generally conform to the construction documents prepared by the Consultant, and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by contractor(s).

    b. However, the Consultant shall not supervise, direct or have authority or control over any contractor(s)' work, and therefore the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment usage, sequence, schedule, safety programs, and/or safety practices. Nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Parties acknowledge that the Consultant can neither guarantee the performance of contractors, nor assume responsibility for any contractor's failure to perform its work in accordance with the contract documents, nor be responsible for job site safety of the contractor(s).

    c. The Consultant shall not be responsible for any duties assigned to it in the construction contract that are not expressly agreed to either in this Agreement or in subsequent amendments thereto.

~~16.~~ **Insurance Required**. See Terms and Conditions, Section 4.

17. **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the CITY and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. No Party to this Agreement may assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of this Agreement, without the written consent of the other Party. Any attempted assignment by a Party without the written consent of the other Party shall be null and void, and of no effect. The Consultant may augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates and will not exceed the total cost opinion it provided for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, and/or independent subconsultants.

18. **Confidentiality.** The Consultant shall obtain approval by CITY of any and all photographs of the project, and any facts, data, and information obtained by the Consultant in the performance of its services prior to Consultant's use and dissemination of same. However, if any photographs, facts, data or information are specifically identified in writing by the CITY as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

19. **Miscellaneous Provisions.**
    a. 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 Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral, related to the subject matter hereof.

b. This Agreement can be supplemented or amended only by a written document executed by both parties. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

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

Consultant: Freese and Nichols, Inc.
Attn: Chance Sparks, FAICP, CNU-A
Principal/Vice President
1251 Sadler Dr., Building 1, Suite 1150
San Marcos, TX 78666
512-617-3156

OWNER: City of Tyler
Attn: Kyle Kingma, AICP
City Planning Director
P.O. Box 2039
Tyler, TX 75710
903-531-1178

20. **Attachments.** Exhibit A, Scope of Services, Tyler Comprehensive Plan, Exhibit B, Consultant's Project Schedule, Exhibit C, Consultant's Fee Summary, and Terms and Conditions, attached hereto, are hereby incorporated herein for all purposes. To the maximum extent possible, all such Attachments shall be interpreted so as to be consistent with this Standard Form of Agreement for Professional Services. To the extent of any conflict between this Standard Form of Agreement for Professional Services and any Attachment hereto, the provisions of the Attachment shall govern.

FOR THE CITY OF TYLER, TEXAS:

ATTEST:

By: _____
City Manager Date

Edward Broussard

By: _____
City Clerk

Cassandra Brager

APPROVED:

By: _____
City Attorney's Office Date

_____
Printed Name

RECOMMENDED:

By: _____
Department Leader Date

_____
Printed Name

CITY COUNCIL APPROVAL (if required):

AGENDA ITEM NUMBER: _____

DATE APPROVED: _____

FOR THE CONSULTANT:

FREESE AND NICHOLS, INC.

By: _____ 9/6/2024
Principal/Vice President Date

Chance Sparks

Exhibit A

Scope of Services

ARTICLE I

BASIC SERVICES: FNI shall render the following professional services in connection with the development of the Project:

PROJECT UNDERSTANDING

The City of Tyler (City, Client) has engaged Freese and Nichols (FNI) to prepare a Comprehensive Plan consistent with state and national best practices, affiliated with a Texas General Land Office Resilient Communities Program Subrecipient Agreement. This includes recommendations related to housing, land use, and other topics noted in the scope of services below. As required by the Subrecipient Agreement, this plan includes integration of risk and mitigation findings from the applicable hazard mitigation action plan, as well as ordinance amendments to development regulations (referred to as triage amendments in this scope of services) to codify necessary changes to implement the comprehensive plan. This includes updates to the area plans for Downtown, UT-Tyler and Midtown Area Plans. The Midtown Area Plan is expected to be a comprehensive update. The UT-Tyler Area Plan is an update focused primarily on land use and adjacencies to support/leverage the university's transition to higher tiers and increased services. The Downtown Area Plan is an update focused on next steps and potentially consideration of gateway/transition areas into downtown responsive to market pressure and local interest in expansion. This understanding is operationalized in the scope of services provided below under Phase 1.

Engagement and meetings are separately scoped under Phase 2, with the intent of allocating budget/resources and then defining their use via a Public Engagement Plan, rather than seeking to specify all engagement in specific itemized fashion within this scope.

The City has also engaged FNI to prepare a comprehensive evaluation and revision to the Unified Development Code consistent with standards, procedures and best management practices in Texas. FNI understands the focus of this will involve streamlining for user experience, addressing conflicts and inconsistent language resulting from amendments over time, modernizing enforcement and relief options, and implementation of policy direction from the comprehensive plan. Comprehensive reorganization is possible if the need is determined through diagnostic assessment. This understanding is operationalized in the scope of services provided below under Phase 3.

SCOPE OF SERVICES

Tasks prepared as part of this planning effort may occur concurrently or sequentially where appropriate, or in some cases may deviate from the sequence shown in this Scope of Services document. The result will be a professional plan document containing all information described in the tasks below. For the purposes of plan organization/readability, aspects of each task may be shifted into different chapters or appendices as appropriate.

Phase 1: Comprehensive Plan

Task 1.1: Project Management and Quality Control

Perform general project management and control project quality, progress and budget for the scoped period of completion, including FNI's monthly reporting and invoicing requirements, monthly status/coordination meetings with the City, and similar efforts. Internal team coordination meetings for

project effort will also take place. This can be structured to align with requirements of the General Land Office Resilient Communities Program requirements, if necessary.

Task 1.2: Project Initiation and Logistics

1. Project Initiation
   Facilitate one (1) conference call or virtual meeting with City staff will take place at the beginning of the project to familiarize all parties with the scope, project schedule, project kick-off, data request needs and timing, invoicing, communication and key staff, and other significant considerations advantageous to understand prior to the kick-off. Schedule compression at the beginning of the project may prompt this effort to be integrated into the Kick-off Meeting and Tour, below.
2. Kick-off Meeting and Tour
   Attend one (1) kick-off meeting with the City. The purpose of the meeting will be to build upon discussions of the staff initiation conference call. Immediately following the Kick-off Meeting, participate in one (1) site tour of the city to provide spatial context to conversations about the City's challenges and opportunities. If unable to conduct this as an in-person tour, the City will provide a recommended tour route and key information elements. FNI and the City may also mutually agree to other approaches.
3. Project Website
   Establish an interactive project website, with translation to Spanish alternative, that supports integrated community engagement tools in a seamless platform supportive of desktop and mobile access. This will include various survey tools, interactive pin-drop maps, online ideas walls, and similar tools. FNI understands the website domain(s) will be purchased and owned by the City.

Task 1.3: Draft Introduction and Community Snapshot

FNI may place the following information within the body of the Plan, or place in an appendix and shift the introduction to the Vision chapter to enhance readability. Likewise, for readability and context, information may be placed elsewhere in the document for improved context to recommendations (i.e. housing inventory data may appear in a chapter focused on neighborhoods)

1. Baseline Analysis
   a. Study a historic timeline of the City, including major events impacting physical development of the community.
   b. Analyze historic population and related growth trends and patterns, including housing stock data.
   c. Explain patterns and impacts of demographic information collected. Demographic data will be based upon the most recent U.S. Census American Community Survey data available at the time Notice to Proceed is given by the City, unless otherwise agreed.
2. Context Analysis
   a. Review past and ongoing planning efforts conducted by the City.
   b. Evaluate regional initiatives.
   c. Conduct a physical features assessment, including topography, floodplains, developed/undeveloped land, natural features, sensitive environmental areas, natural assets and hazards, and other physical implications that impact growth and development.
   d. Identify strengths, weaknesses, opportunities, and constraints related to the

physical/environmental conditions, policy/regulatory conditions, and ownership and land assembly conditions at play in the study area.

Task 1.4: Draft Vision and Guiding Principles

1. Community Vision: Develop a vision statement based on an assessment of City feedback regarding goals and vision, an understanding of existing community constraints, and a summary of public input and feedback.
2. Guiding Principles: Develop guiding principles based on analysis, community input and feedback received at the beginning of the process. Alternatively, this could take the form of key transformative moves for the City that then serve as the plan's organizational framework.
3. Metrics: Develop outcome metrics and measures to support the City in demonstrating measurable progress towards the City's desired future state.
4. Summary of Community Engagement: Summarize feedback from the community in both qualitative and quantitative terms in a way that demonstrates the Plan is driven by the community. This may be separated and placed in an appendix.

Task 1.5: Draft Land Use and Development

1. Existing Land Use Analysis. Assess the land use characteristics of the City, including:
   a. Analysis of types of land use (color-coded by category) and quantified by acres.
   b. Discussion of existing development patterns and land use relationships, both opportunities and constraints.
2. Future Land Use Plan
   Develop a future land use plan that considers existing land use information, neighborhood compatibility, current zoning regulations, economic development strategies, past development patterns, infill and redevelopment opportunities, and community perspectives. The plan will include the following:
   a. Location of future residential, non-residential, mixed use, open space and institutional land uses along with appropriate development types, intensities and compatibility.
   b. Identification of character districts with high-level recommendations related to improving and enhancing the public realm, character, and community identity through urban design.
   c. Identification of an area/corridor plan identification process and recommended area plans.
3. Growth Projections
   a. Estimate the current population of the City based upon reputable 3rd party data sources, such as the U.S. Census Bureau or Texas Demographic Center.
   b. Integrate available data sources from the City to support growth trends, such as building permit data.
   c. Development of 20-year population projection scenarios using reputable 3rd party data sources, City trend data, data from City utility system master plans, and similar sources.
4. Hazards and Resilience
   a. Integrate relevant portions of the Smith County Multi-Jurisdiction Hazard Mitigation Plan.
   b. Identify additional local hazard risks such as flooding, wildfire, drought, severe storms and extreme heat, along with potential human-caused shocks and stresses.
   c. Explain how the plan mitigates the identified local risks.

Task 1.6: Area Plan Updates

This scope includes updates to the area plans for updates to the North End Revitalization chapter and UT-Tyler Area Plans. The Midtown Area Plan is expected to result in a new plan to include a more robust

engagement and analysis process. The UT-Tyler Area Plan is expected to be a plan update focused primarily on land use and adjacencies to support/leverage the university's transition to higher tiers and increased services. The North End Revitalization Area Plan is expected to be a plan update focused on feasible next steps responsive to market pressure and local interests. Elements of the North End Revitalization Area Plan may instead shift to the housing and neighborhoods element of the Comprehensive Plan.

The area plan updates will generally address the following:

1. Existing Conditions Framework
    a. Area-specific SWOT analysis
    b. A high-level look at existing frameworks in the designated area with identification of general opportunities and recommendations related to land uses, the public realm, and open spaces in the area.
    c. Opportunities for improving connectivity to and through the area for vehicles, bicycles, and pedestrians, with specific focus on enhancing the pedestrian experience. Including consideration of context, such as connectivity with adjacent neighborhoods, areas, and assets.
2. Area Mobility
    a. Pedestrian Circulation Analysis – analyze pedestrian circulation related to parking, bicycling, and mass transit.
    b. Intersection Design – analyze and provide recommendations on intersection design to promote pedestrian, bicycling, and mass transit.
    c. Street Cross Sections – review and provide recommendations for streets within the area, including sidewalks, bicycle lanes, parking, lighting, street furniture, and other elements.
    d. Bicycle Network – develop a bicycle network for the area, including appropriate facility design compatible with cross sections and intersection crossings.
    e. Nighttime Walkability/Safety Evaluation – conduct evaluation and develop recommendations that can help make the area more walkable and welcoming, especially at night.
3. Area Development Opportunities
    a. High level branding and activation recommendations, as needed. Including strategies related to creating active building frontages, placement and locations for gateways, wayfinding, and public art, and physical recommendations related to the ability to host public gatherings and community events. This task does not include the actual designs for wayfinding signage, gateway monuments, art pieces, etc.
    b. High-level identification of opportunities for infill development, redevelopment, and open spaces within the study area, including underutilized lots and buildings, aimed at creating vitality and vibrancy in the area.
    c. Future Land Use direction specific to the area, addressing use, form, compatibility and transitions.
    d. Identification of specific opportunities and strategies to promote and accommodate housing in the area.
4. Action Plan
    a. Prioritized action plan noting near-, mid-, and long-term implementation of the physical public realm and infrastructure elements recommended in the Plan.
    b. Action items matrix with timeframes, potential resource needs, and key players/roles for coordinated actions related to successful implementation of the physical public realm and

infrastructure elements recommended in the Plan.

Task 1.7: Housing & Neighborhoods

1. Description of the existing housing stock composition, including such data as total number of units, number of units in structure, vacancy rate and similar data, and projection of needed units and breakdown in the next 10 years based on growth projections in Task 5.
2. Qualitative analysis of supply and condition of the City's housing stock as well as a high-level evaluation of neighborhood completeness in terms of where residents have easy, convenient access to many of the places and services they use daily including grocery stores, restaurants, schools and parks, without relying heavily on a car.
3. Identification of future housing and diversification needs, including identification of a variety of existing and recommended neighborhood and housing programs to address any emerging issues and long-term community resilience. This includes consideration of infill practices, retrofitting, incremental redevelopment and activation.
4. Health and Wellness: describe current indicators of health, life expectancy, quality of healthcare, and availability of health foods. Identification of community needs to improve the City's overall health profile.

Task 1.8: Infrastructure + Public Facilities and Services

1. Working with existing data from City, review the capacity of existing water treatments plant, elevated storage tanks, and pump stations to identify additional room for growth based on number of connections and TCEQ requirements. Wastewater treatment plants permitted capacity will also be evaluated based on average annual daily flows. Water lines, wastewater lines, and lift stations will not be evaluated.
2. Recommendations related to enhancing sustainability and resilience of utility systems, public facilities and community response times.
3. Recommendations related to stormwater management and resilience, as well as parks and open space policy guidance for future Parks, Recreation and Open Space Master Plans.
4. Analyze state of City facilities, services, activities, and programs and generate recommendations for city facility needs to accommodate the next 20 years of expected growth.
5. This task does not seek to replace existing adopted utility/infrastructure master plans, but instead to provide a supporting policy basis and recommended alterations.

Task 1.9: Transportation and Mobility

1. This task does not seek to replace existing adopted mobility and master streets plans, but instead to provide a supporting policy basis and recommended alterations.
2. Compile pertinent current planning and capital programming efforts to ensure that connectivity with other current and long-range regional system enhancements is considered. Data will be collected from the City of Tyler, the Texas Department of Transportation (TXDOT), the Tyler Metropolitan Planning Organization (TMPO), and transit providers.
3. Conduct a general overview of the existing mobility system to identify policy opportunities and investment needs to support the Comprehensive Plan vision and direction of the future land use plan. This does not involve extensive data analysis or modeling, instead focusing on the impact of comprehensive plan direction and should consider qualitative elements of:
    a. Current local and regional travel patterns
    b. Key planning, growth, and development influences
    c. Identified issues and needs of the transportation network

4. Recommend updates of the Thoroughfare Plan to address community need, regional connectivity, and long-term needs for thoroughfare network development, designed to inform future updates to the Master Streets Plan and similar existing plan components that will continue to exist outside of this scope.
5. Review current design standards and recommendations prepared for each functional class of street.
6. Provide a list of short and long-term actions for implementation of the thoroughfare plan and include roadway needs, policy considerations (traffic impact analysis, etc.), and other programmatic items (pavement management program, etc.).

Task 1.10: Economic Development and Fiscal Resilience

For the comprehensive plan as well as area plans described in Task 6:

1. Conduct a market assessment and develop fiscal performance baseline for the City. Review data and findings from the Tyler Economic Development Corporation.
2. Evaluate economic approaches and challenges in the City and Region, and develop strategies to build economically resilient and diverse communities.
3. Analyze the broad factors influencing new development, redevelopment and visitor activity in the City, focusing on complete neighborhoods and equitable access to economic opportunity while addressing density needs and variables that influence the vibrancy of commercial corridors and nodes.
4. Prepare recommendations and findings that take into consideration the City's position within the Region's competitive economic development environment, seeking to identify those attributes that can distinguish the City and bring about the desired quality of life.
5. Assess fiscal resilience of the Plan's recommendations in terms of anticipated net revenue position and return-on-investment, focused particularly on future land use choices.

Task 1.11: Implementation

The intent is for this to be a "implementation forward" Plan. That means each topical section of the plan noted in tasks 5-10 (with area plans as standalone) will incorporate implementation goals, policies, and actions. FNI reserves the right to place implementation information within the body of the Plan chapters, elsewhere in the document or in an appendix to enhance clarity, context and readability of the overall document. Implementation will include:

1. Goals, policies, and action items for each topical chapter, followed by information needed to backup or add detail to those action items
2. An action plan in a matrix format; including applicable implementation techniques (such as regulatory actions, programs, and intergovernmental partnerships) and prioritization with appropriate time periods

Task 1.12: Triage Amendments to Development Regulations

If necessary to comply with requirements of the General Land Office Resilient Communities Program grant, create triage amendments to the Unified Development Code to implement the Comprehensive Plan. This does not include modifications to any engineering criteria manuals, zoning map amendments or a comprehensive rewrite of the Unified Development Code. Comprehensive revision is addressed in Phase 3.

Task 1.13: Preparation of Final Documents & Adoption

1. Draft Report and Code Amendments
    a. Individual draft elements will be sent throughout the planning process, in alignment with the tasks above. The City will consolidate comments from staff and provide one set of consolidated comments per plan element to FNI.
    b. A full draft of the Comprehensive Plan and Code Amendments (Draft 1) that will be provided to the City and other parties the City wishes to include for internal review and comments. The City will consolidate comments from staff and others on Draft 1, and provide one set of consolidated comments within three (3) weeks of submission. The FNI will facilitate a comment review meeting to clarify any comments, if needed.
    c. A revised full draft of the Comprehensive Plan and Code Amendments (Draft 2) will be provided that addresses the comments from Draft 1. This draft will serve as the draft for public review and comment and Planning and Zoning Consideration.
    d. Changes will not be made to Draft 2 based on the public feedback gathered in 12.1(c) above, public feedback and comments will be provided in their entirety to City Council along with the draft plan for consideration and discussion.
2. Develop online interactive comprehensive plan executive summary, built on ESRI ArcGIS StoryMap architecture.
3. Final Report and Deliverables
    a. Produce an "as adopted" final report and triage code amendments to incorporate any changes requested during the adoption process by City Council.
    b. The plan document will be prepared in Adobe InDesign and mapping will be done via ESRI's ArcGIS software. Other graphic software may be utilized at the consultant's discretion.
    c. Deliverables will be provided in digital format (PDF), including both text and mapping, such that it will be easily reproducible. Amendments to the development regulations will be developed in Microsoft Word and exported to PDF as needed. Electronic files of the final Comprehensive Plan and code amendments will be provided to the City, along with relevant GIS data. StoryMap, if used, will be provided via ESRI AEC Project Delivery or developing the StoryMap natively under a temporary license access provided by the City.

PHASE 2 ENGAGEMENT AND MEETINGS

Task 2.1: Engagement and Meetings

$166,000 is allocated towards public engagement activities other than the statistically valid survey described in Task 2.2. The City and FNI will mutually agree to a Public Engagement Plan that allocates this effort, allowing for a more collaborative approach, definition of roles between project team members and the City, and agility to adjust based on observed needs. The Public Engagement Plan will include the following at a minimum:

1. Approach to advisory committee meetings (if any), their makeup, number, and distribution between in-person and virtual.
2. Identification of key population cohorts to engage to ensure an inclusive process and complete picture of community needs and desires, including any specialized populations that have historically been excluded or not inclined to participate.
3. Approach to other stakeholder meetings (if any), their makeup, number, and distribution between in-person and virtual.
4. Types of in-person engagement to be deployed, including descriptions of effort, number and

roles/responsibilities between FNI and the City and within the FNI project team.
5. Types of virtual engagement to be deployed, including descriptions of effort, number and roles/responsibilities between FNI and the City and within the FNI project team.
6. Approach to the public hearing and adoption of the Comprehensive Plan, triage amendments and Unified Development Code.
7. A travel/trip plan for number of trips and appropriate staffing levels from the FNI project team.
8. An approach for modifying the Public Engagement Plan.

Task 2.2: Statistically Valid Survey

Through a subconsultant ETC Institute, a statistically valid survey will be conducted in support of the comprehensive plan effort. This effort is summarized as follows:

1. Designing the survey and preparing the sampling plan, on the basis of a target sample of 600+ responses.
2. Administering the 15-20 minute survey
3. Analysis and Final Report, including survey methodology

PHASE 3 UNIFIED DEVELOPMENT CODE

Task 1: Initiation, Form and Outline

1. Prepare and finalize a project work plan/outline based on updating/rewriting the Unified Development Code.
2. With direction from the City, define other critical regulations outside of those listed in the Unified Development Code from the Code of Ordinances with which to align the Unified Development Code for consistency and cross-reference as needed, or potential inclusion.
3. Preparation of the Unified Development Code does not include development of or revisions to Engineering Criterial Manuals, Construction Specifications and Standards Manuals, or Development Manuals, but such manuals will be cross-referenced and enabled as appropriate. Such revision services are available as an additional service.

Task 2: Diagnostic of Current Regulations

Produce a Code Diagnostic and Analysis Report to lay the foundation for revising the existing regulations. The diagnostic report will be used to guide the creation of the Development Regulations update. It is important that consensus is reached on the recommended changes and approach to streamline the ordinance writing process. The diagnostic report will be in memorandum/report format (approximately 30-40 pages in length), which will summarize the issues and recommended changes to the existing regulations, informed by the direction of the Comprehensive Plan.

This will focus effort to streamline the remainder of the process, identifying issues with all Code users and stakeholders, discussing potential resolutions and identifying the selected course of action.

FNI will conduct engagement as defined in the Public Engagement Plan in Phase 2. In addition to the engagement input, the report will consider the following:

1. Evaluation of Comprehensive Plan in Phase 1 for relevant impacts to the regulatory environment not addressed in triage amendments.
2. Best practices evaluation, including the changing legislative and case law environments.
3. Establishment of the recommended organizational structure for the development codes.

City Staff is responsible for providing one set of consolidated comments on the draft report within 14 calendar days of receipt. FNI and City Staff will conduct one virtual meeting to review the City's comments. FNI will provide a revised report for discussion and direction at a joint workshop with the Planning & Zoning

Commission and City Council. Based on the joint workshop direction, FNI will provide a final electronic deliverable of the report.

Task 3: Preparation of UDC

FNI will undertake preparation of the UDC based upon the findings of the Comprehensive Plan and the Diagnostic Evaluation to achieve a set of development codes that is implementable, legal, internally consistent and aligned to the vision.

1. Annotated Outline
   FNI will develop an annotated outline, potentially as part of the diagnostic report, establishing any revised organizational structure and how the current organization of the UDC crosswalks to the new organizational structure.
2. Module Drafting Process
   The process for creating the development regulations will be divided into several distinct parts (modules) to allow for focused and topical discussion between City Staff and FNI. City Staff is responsible for providing one set of consolidated comments for each part, with conflicting comments either resolved or identified for a facilitated commend resolution conversation.
   a. FNI will prepare one working draft for each of module. FNI will provide a brief (approximately one hour) virtual orientation session to introduce each module to City Staff.
   b. One set of consolidated comments from City Staff within 28 calendar days of receipt of the working draft. After written comments have been provided, FNI and City Staff will hold a virtual call (approximately one to two hours, as needed) to review City Staff's comments and direction.
   c. FNI will complete one revision following receipt of review comments, which will be included in the Full Discussion Draft.
3. Full Discussion Draft
   a. Based on City Staff comments and revisions to the module draft reviews, FNI will prepare a Discussion Draft.
   b. FNI will deliver the discussion draft to the City, with City staff providing one review within 28 calendar days of receipt. FNI will edit as necessary, and post on the project website for public review.
   c. FNI will review all comments with City Staff and address as necessary to prepare a Final Draft for adoption consideration.
4. Zoning Map – This scope of services does not include amendments to or development of a new zoning map.
5. Final Draft and Adoption
   a. FNI will prepare a draft set of development regulations for adoption consideration, and advise as necessary on the adoption process and notifications.
   b. The Final Draft will be posted on the project website for public transparency.
   c. FNI will attend in-person and facilitate one joint workshop with the Planning & Zoning Commission and City Council to review the draft development regulations and discuss

initial feedback.

d. FNI will provide a revised draft of the development regulations for adoption consideration.

6. Final Deliverables
    a. Produce an "as adopted" UDC to incorporate any changes requested during the adoption process by City Council.
    b. The UDC will be developed in Microsoft Word and exported to PDF as needed. Electronic files of the final UDC will be provided to the City in both Word and PDF, along with relevant GIS data.

ARTICLE II

ADDITIONAL SERVICES: Additional Services to be performed by FNI, if authorized by Client, which are not included in the above-described basic services, are described as follows and require an amendment or separate task authorization, billed hourly in accordance with the rates outlined in Exhibit C:

A. Making revisions to drawings or other report documents when such revisions are 1) not consistent with approvals or instructions previously given by Client or 2) due to other causes not solely within the control of FNI.
B. Meeting or trips in excess of the number of meetings included in Article I, as established in the approved Public Engagement Plan, for coordination meetings, public meetings or other activities.
C. Preparing engineering criteria manuals, and construction standards and specifications.
D. Preparing data and reports for assistance to Client in preparation for hearings before regulatory agencies, courts, or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, or mediator.
E. Revisions, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
F. Providing basic or additional services on an accelerated time schedule. This includes cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the Client.
G. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.
H. Providing document revisions in excess of those outlined in Article I.
I. Live language translation for public meetings and engagements.

ARTICLE III

RESPONSIBILITIES OF OWNER: Client shall perform the following in a timely manner so as not to delay the services of FNI:

A. Provide meeting space and coordinate equipment needs, room set up, and logistics for meetings outlined in Article I.
B. Contact meeting invitees for stakeholder and public meeting(s). This includes email, mail, newsletter or other forms of public notification and outreach.
C. Examine and provide prompt feedback on all submittals, draft reports, sketches, drawings, and other documents presented by FNI within a reasonable time so as not to delay the services of FNI. Client comments should be consolidated with clear and concise edits, preferably typed for legibility.

D. Designate in writing a person to act as Client's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define Client's policies and decisions with respect to FNI's services for the Project.

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

F. Bear all costs incident to compliance with the requirements of this Article III.

G. It is assumed that the City will provide all necessary base mapping data in ESRI's ArcGIS compatible electronic format in order to generate necessary mapping.

Exhibit B

Consultant's Project Schedule

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services within **eighteen (18) months of the notice to proceed.**

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in Client or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement and will be based upon rates outlined in Exhibit C.

		Month																	
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
Engagement	Website/Online Outreach																		
	City Staff Coordination																		
	Statistically-Valid Survey																		
	Engagement will be driven by a separate agreed upon Public Engagement Plan as described under Exhibit A, Phase 2. Based on specific needs of engagement, schedules for certain portions of the comprehensive plan may be impacted.																		
Comprehensive Plan	Snapshot																		
	Vision and Guiding Principles																		
	Land Use, Development and Growth Management																		
	Economic Development and Fiscal Resilience																		
	Transportation and Infrastructure																		
	Area Plans																		
	Housing and Neighborhoods																		
	Implementation and Triage Amendments																		
	Plan Refinement, Adoption																		
Development Code	Code Diagnostic																		
	Module 1 (Topic TBD)																		
	Module 2 (Topic TBD)																		
	Module 3 (Topic TBD)																		
	Module 4 (Topic TBD)																		
	Module 5 (Topic TBD)																		
	Code Refinment, Adoption																		

Exhibit C

Consultant's Fee Summary

COMPENSATION

Compensation to FNI for Basic Services in Attachment SC shall be the lump sum of Seven Hundred Eighty Six Thousand Five Hundred Sixty Five Dollars ($786,565).

If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the following Schedule of Charges.

	Hourly Rate	
Position	**Min**	**Max**
Professional 1	84	167
Professional 2	112	183
Professional 3	128	279
Professional 4	148	304
Professional 5	218	330
Professional 6	221	410
Construction Manager 1	109	154
Construction Manager 2	112	189
Construction Manager 3	141	189
Construction Manager 4	164	247
Construction Manager 5	196	288
Construction Manager 6	260	343
Construction Representative 1	74	87
Construction Representative 2	87	112
Construction Representative 3	119	180
Construction Representative 4	119	180
CAD Technician/Designer 1	80	116
CAD Technician/Designer 2	96	189
CAD Technician/Designer 3	125	240
Corporate Project Support 1	68	151
Corporate Project Support 2	77	221
Corporate Project Support 3	96	320
Intern / Coop	52	90

Rates for In-House Services and Equipment

Mileage

Standard IRS Rates

Technology Charge

$8.50 per hour

Bulk Printing and Reproduction

	B&W	Color
Small Format (per copy)	$0.10	$0.25
Large Format (per sq. ft.)		
Bond	$0.25	$0.75
Glossy / Mylar	$0.75	$1.25
Vinyl / Adhesive	$1.50	$2.00
Mounting (per sq. ft.)	$2.00	
Binding (per binding)	$0.25	

Equipment

Valve Crew Vehicle (hour)	$75
Pressure Data Logger (each)	$500
Water Quality Meter (per day)	$100
Microscope (each)	$150
Ultrasonic Thickness Guage (per day)	$275
Coating Inspection Kit (per day)	$275
Flushing / Cfactor (each)	$500
Backpack Electrofisher (each)	$1,000

	Survey Grade	Standard
Drone (per day)	$200	$100
GPS (per day)	$150	$50

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multipler of 1.05. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These ranges and/or rates will be adjusted annually in February. Last updated 2024.

PROPOSAL

City of Tyler

Comprehensive Plan

June 24, 2024

FREESE AND NICHOLS

214-217-2200 | freese.com
12770 Merit Drive, Suite 900 | Dallas, TX 75251

June 24, 2024

Kyle Kingma, AICP, CFM
Planning Director
City of Tyler
423 West Ferguson Street
Tyler, Texas 75702

RE: Comprehensive Plan

214-217-2200 | freese.com
12770 Merit Drive,Suite 900
Dallas, TX 75251

Dear Mr. Kingma and Selection Committee Members:

After thoroughly reviewing the City of Tyler's (City) request for a Comprehensive Plan, we are confident that the Freese and Nichols, Inc. (FNI) Urban Planning + Design (UP+D) team, coupled with the expertise of TXP, Inc. (TXP) and Halff and Associates (Halff), featuring their local Tyler office, is the perfect partnership for this effort. Building on our history working with, and in the City of Tyler, we are prepared to help your community drive toward an aspirational yet realistic plan and development regulations that will chart a new vision reflective of your culture and geography, designed to address the broad community down to the neighborhood level, in a unique manner that speaks to your residents. The team we have assembled brings national experience, as well as comprehensive and local understanding. We bring innovation and creativity, but always focus on the needs and desires of your community. In this proposal, we have detailed many reasons why the FNI team is the ideal choice, including:

UNPARALLED PRACTICAL EXPERIENCE IN PLANS AND CODES — Our partnership leverages extensive expertise in developing and implementing detailed plans for cities, considering various cultures, growth rates, staff capacities, and financial resources, while ensuring the community's vision is achieved. Our team for Tyler, led by two AICP College of Fellows members Chance Sparks and Wendy Bonneau, offers a portfolio of award-winning designs and results, anchored in city management and planning expertise, to align with your community's needs. We aim to proactively create policies for long-term commitments, improve quality of life through strategic investments, and reconcile developers' and the community's interests by fostering market-responsive, fiscally sustainable new developments, small business innovation and other priorities.

SPECIALISTS IN COMMUNITY ENGAGEMENT AND VISIONING — Community input is vital to the planning process, yet to many consultants it can easily become performative rather than meaningful. We have long recognized that a plan that is reflective of the desires of citizens leads to greater community buy-in, furthering successful implementation. ***Both FNI and Halff are renowned for highly effective public engagement, bringing a broad toolkit of 50+ engagement techniques that can be customized to the City's needs, including hybrid approaches of in-person and virtual engagement.*** We believe in meeting people where they are. This has always been our practice because the public expects access at their convenience and we want to facilitate inclusive participation. Our involvement typically generates strong momentum and engages community partners to ensure successful implementation post-adoption, which, as we understand from our local involvement in Tyler, is essential to the community.

SUSTAINABLE DESIGN LEADERSHIP — This project team represents the most accomplished combination of firms to support stewardship, resiliency and balance. FNI led both the Region 4 Sabine and Region 5 Neches Regional Flood Plans in the Tyler area. ***FNI approaches stewardship of client and regional resources with resiliency and balance.*** We are a charter member of the Institute of Sustainable Infrastructure and designed the world's first Envision®-rated pipeline. Our sustainable work also includes LEED®-certified facilities, low-impact development (LID) and green stormwater infrastructure (GSI) designs, Complete Streets projects, and water reclamation and reuse. FNI, Halff and TXP are accomplished in holistic resilience, with a deep understanding of shocks, stresses and the role development patterns, design practices and integrated planning plays in mitigating both natural and human-caused hazards.

We are excited about continuing to work with the City of Tyler. Please contact either of us directly if you have any questions regarding this proposal.

Sincerely,

Wendy Bonneau, FAICP | Vice President/Principal
817-735-7259 | wendy.bonneau@freese.com

Chance Sparks, FAICP, CNU-A | Project Manager
830-221-6415 | chance.sparks@freese.com

Executive Summary

FIRM OVERVIEW

Founded in 1894, FNI is a privately owned, multidiscipline professional consulting firm, offering municipal experience supported by urban planners, architects, landscape architects, engineers, environmental scientists and construction representatives.

We have 34 established offices across the Southeast and Southwest U.S. **Our accomplished 1,200+ member staff works seamlessly across all disciplines, giving you the benefit of multiservice integration with an approach that is as innovative as it is practical.**

FNI specializes in serving local governments with a range of expertise and innovative solutions that solve critical infrastructure issues. **FNI does not work for developers, and we regularly turn away work that will conflict with the long-standing and positive relationships with our local government clients.** Our focus on serving local governments is instilled in our firm's culture. We are dedicated to serving the City.

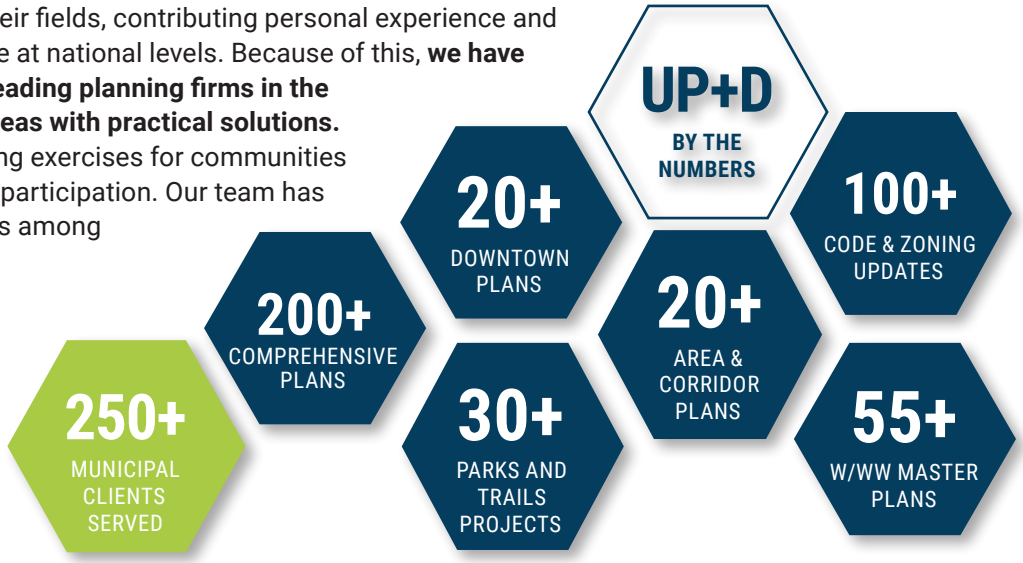
In addition to our expertise as planning and engineering consultants, several FNI project team members bring practical municipal experience, having previously worked in other City planning departments. **The City will benefit from our well-rounded team and each team member's expertise in their areas of specialization.**

FNI Urban Planning + Design Team

The FNI UP+D Group is one of the **largest consulting groups of urban planners in the Southern U.S.** and has provided services to more than 250 clients. We have seen some of our long-term clients grow from populations of less than 5,000 to more than 300,000 – **all strengthened by our sound planning guidance.**

Our team is committed to meeting your needs with responsive, innovative concepts that often exceed expectations. **Regionally, our group has developed not only comprehensive and downtown plans, but also plans for transportation, small areas, water supply and distribution, wastewater, parks and open space, stormwater, hazard mitigation and resiliency.** We have a history of carrying these plans through to implementation with zoning and subdivision regulation rewrites, impact fee feasibility studies and infrastructure/facilities projects.

FNI staff members are leaders in their fields, contributing personal experience and knowledge to the planning discipline at national levels. Because of this, **we have earned a reputation as one of the leading planning firms in the Southern U.S., offering visionary ideas with practical solutions.** We are skilled in conducting visioning exercises for communities to facilitate stakeholder and citizen participation. Our team has proven results in building consensus among stakeholders.



FNI's Award-Winning, Nationally Recognized Team

Our proposed team includes several planners serving in elected APA positions. ***Wendy Bonneau serves on the National APA Board of Directors, bringing knowledge and best practices from across the country to our team.*** FNI's UP+D Team consistently receives awards and recognition from various professional groups and publications for their innovative planning services. While we are dedicated to excellence in every project, we are honored to receive recognition for the following projects from the last five years, and have received awards for more than 15 consecutive years:

2023

COMPREHENSIVE PLANNING AWARD
Envision McAllen, City of McAllen

GOLD ACHIEVEMENT AWARD FOR BEST PRACTICE
Unified Development Code, City of Bee Cave

GOLD ACHIEVEMENT AWARD FOR IMPLEMENTATION
Downtown Master Plan, City of Midlothian

2022

COMPREHENSIVE PLANNING AWARD
2040 Comprehensive Plan, City of Siloam Springs

PUBLIC OUTREACH AWARD, GOLD
Zoning Ordinance, City of Cleburne

COMPREHENSIVE PLAN AWARD
Comprehensive Plan, City of Pflugerville

PLANNING ACHIEVEMENT AWARD – URBAN DESIGN, GOLD
Seabrook Livable Center Study, City of Seabrook

2021

PLANNING ACHIEVEMENT AWARD – BEST PRACTICE, GOLD
Unified Development Code, City of Brownsville

PLANNING ACHIEVEMENT AWARD – PUBLIC OUTREACH, GOLD
Corpus Christi Area Development Plans, City of Corpus Christi

PLANNING ACHIEVEMENT AWARD – TRANSPORTATION PLANNING, SILVER Bergstrom Spur Corridor Study, Capital Area Metropolitan Planning Organization

2020

COMPREHENSIVE PLAN AWARD
Lubbock Comprehensive Plan, City of Lubbock

PLANNING ACHIEVEMENT AWARD – BEST PRACTICE, SILVER
Bois d'Arc Lake Plan and Zoning, Fannin County

PLANNING ACHIEVEMENT AWARD – TRANSPORTATION PLANNING, GOLD
Transportation Master Plan, City of North Richland Hills

NATIONAL PLANNING ACHIEVEMENT AWARD, GOLD
Implementation of Lewisville 2025 Plan, City of Lewisville

PLANNING ACHIEVEMENT AWARD – URBAN DESIGN, SILVER
Colleyville Plaza Design, City of Colleyville

APA, Texas Chapter APA, Arkansas Chapter APA, National

Teaming Partners

Halff and Associates

Halff is an employee-owned corporation founded in 1950 by Albert H. Halff, PhD-Eng., PE. As one of the nation's leading planning and engineering consulting firms, they preserve Dr. Halff's legacy of integrity, dedication to client service and commitment to quality.

Halff has the in-house knowledge to undertake this critically important project. Firmwide, Halff has more than 1,500 employees, including 85 Planning and Landscape Architecture professionals across their offices. They have completed similar comprehensive plans for more than 100 communities.

They are supported by professionals in multiple disciplines, including engineers, hydrologists and environmental specialists who bring experience working on comprehensive plans and can provide behind-the scenes technical experience where needed to make their plans not only visionary, but realistic and achievable.

Select Recent Awards

- City of Baytown Parks and Recreation Department Master Plan 2022 Planning Excellence Award, Texas Recreation and Park Society (TRAPS)
- 2021 Houston-Galveston Area Council Parks and Natural Areas Award, Special Recognition
- Pearland Multi-Modal Master Plan 2021 Transportation Planning Achievement Award (Gold), American Planning Association (APA)-Texas Chapter
- Temple Comprehensive Plan 2021, Central Texas Section of APA Honors
- Walter E. Long Park Vision Plan 2021 Unrealized Projects, Merit Award, Texas Chapter of the American Society of Landscape Architects
- University Avenue Corridor Study, Bryan/College Station, Texas 2020 Honor Award for Designed- Unrealized, American Society of Landscape Architects, Texas Chapter
- Broken Arrow NEXT Comprehensive Plan 2020, Outstanding Plan Award, American Planning Association, Oklahoma Chapter

TXP, Inc. (TXP)

TXP is an economic analysis and public policy consulting firm with more than 33 years of experience. TXP's consultants have decades of experience working with communities focused on economic diversification and resiliency. Past projects have included small area master plans, citywide economic development studies, corridor redevelopment, expanding tourism and recreational attractions, and higher education. The common theme in these studies was the need to link economic opportunity with market demand and the financial resources required for implementation. TXP has worked both as the lead consulting firm on projects, as well as in a subconsultant role. For larger comprehensive plans, TXP typically serves in a support capacity focused on economic development and financing.

Comprehensive Plan and Unified Development Code

City of McAllen

FNI was engaged to prepare a progressive, innovative comprehensive plan and reform McAllen's development regulations into a unified development code (UDC) concurrently to the plan effort.

Core to this effort was an equity-centered, highly-transparent approach to accessing the planning process, using a combination of in-person and virtual engagement tools that function well in a multilingual environment. Stakeholders were engaged, particularly from underrepresented and historically-excluded groups alongside the development community, leading to major reform efforts centered on a redevelopment focus within the core of the City. Vision and guiding principles were developed that dually-informed the plan and code processes, featuring the complex cosmopolitan culture and international economy.

The land use element deployed a scenario-based approach, emphasizing outcome metrics, consequences of different approaches and tradeoffs, and fiscal impact of different development patterns. This resulted in a "complete communities" approach emphasizing activity centers and active corridors, comprehensive housing reform to support redevelopment through incremental and "Missing Middle" approaches, and policy guidance framed around strategies to bridge gaps between resident vision and market/development interest.

Transportation and mobility, while addressing common transportation issues, placed emphasis on the role such facilities play in public health outcomes and accessing opportunity. Seeking to balance what has been an auto-centric approach to right-of-way (ROW) management, the plan and code implement "safe and balanced streets" through policy and regulation and supporting both greenfield and infill scenarios. Housing and neighborhoods were analyzed for their vitality, and completeness in meeting the needs and quality-of-life desires of residents, directly informing an updated zoning map to support redevelopment in a way that allowed existing residents to participate in redevelopment opportunities themselves rather than being displaced. The elements are distilled into an implementation plan, focused on outcome metrics, specific actions and other measurable efforts to chart an effective course for McAllen's future.

Key to this was an innovative "rolling diagnostic" of codes conducted in parallel to the plan elements, informing the concurrent code process so that new regulations could be adopted within six months of plan adoption, fast-tracking the most critical element of implementation. The resulting code features some of the most progressive changes in Texas, ranging from major housing reform to parking reform to streamlined redevelopment. Given the multilingual location, the code is drafted to ease translation and features a variety of graphics to help reduce language barriers.

Unified Development Code

City of Brownsville

FNI prepared a UDC for the City of Brownsville. The code combined zoning regulations, subdivision regulations and a variety of supplemental regulations into a coordinated, modern, progressive set of standards.

The goal was to streamline processes and clarify standards for increased understanding, with a strong emphasis on using graphics to convey regulations due to the cross-border, bilingual nature of the local development industry and local community.

The City Commission had established a strong desire to improve the long-term fiscal health of the City through advocacy of infill development and removal of regulatory barriers to redevelopment. This involved a unique audit and diagnostic review of existing regulations by FNI serving as Interim Director of Planning for the City of Brownsville for more than two months, allowing the unique perspective of having applied existing ordinances in a practical manner.

The resulting innovative hybrid development code includes a form-based code for the downtown, with provisions to support mixed use and housing diversity throughout the City, as well as Complete Streets principles. The code also took into account recent significant changes resulting from the State Legislature through a unique system of streamlined processes and regulatory incentives.

The code was unanimously adopted in December of 2020, with an effective date in March. Developers embraced the code early, with more than 75% of projects choosing to opt-in and a sharp increase in small-scale/missing middle infill development in the core of the city. Throughout the project we shifted from in-person to virtual as COVID impacted the community, but still delivered the code in the rapid 12-month schedule. The team also worked through the international character of the development industry.

Comprehensive and Downtown Plan

City of Seguin

FNI prepared a comprehensive plan and downtown plan as concurrent, coordinated efforts. In recent years, the City has expanded beyond the previously defined boundaries of its existing comprehensive plan, adopted in 2010.

The City also has experienced explosive growth in residential development, especially in the last three years. To account for this growth and direct future growth to meet the City's vision, an update was needed to identify community goals and provide guidance on planning-related decisions to help shape the City's future. Key features of the comprehensive plan include a context-based approach to future land use, consideration of environmental justice issues, a framework for area planning based on equity, housing and economic resiliency, and implementation coupled with outcome metrics for effectiveness and reporting back to the public. The downtown plan features a catalyst-based approach focused on placemaking, incremental development approaches, pedestrian environment and programming, with a detailed implementation structured like a strategic plan.

Both the comprehensive master plan and downtown plan featured a combination of virtual and in-person engagement, including a combination of advisory committee meetings, stakeholder meetings, community events, open houses, virtual open houses, online surveys and interactive map feedback systems. The project included an interactive project website seamlessly integrating all virtual tools that provided enhanced transparency.

FNI managed an extensive community outreach program, including:

- 3 community events
- 18 Steering Committee meetings
- 18 City Council meetings
- 10 Planning and Zonging (P&Z) Commission meetings
- 3 online surveys
- Numerous stakeholder events
- FNI is now actively developing their UDC Update

Comprehensive Plan

City of Georgetown

FNI developed the City of Georgetown's 2030 Comprehensive Plan. FNI worked closely with City staff and a Steering Committee throughout the 22-month plan development process.

The plan includes four major elements focused on the following key issues:

Land Use – Scenario land use planning utilizing the City's fiscal impact model to verify fiscally responsible growth. Scenario development focused on the number and type of dwelling units, amount of commercial square footage and opportunity to support target industry employment centers.

Housing – Affordability, diversity and preservation of housing stock with special consideration for senior, low-income and workforce populations. The housing element was supported by community development strategies.

Subarea Planning – Furthering implementation of the City's Williams Drive Study, including recommendations that focus on land use, connectivity and streetscape design.

Gateways and Image Corridors – A review of the existing corridor classifications and designations along 14 corridor segments, resulting in the development of two new corridor classifications and redesignation of multiple corridors to better reflect the vision for Georgetown's image.

The City organized an On-The-Table event, which enabled more than 1,400 participants to conduct and participate in discussions at their home or office with friends, family, neighbors or other groups of 8 to 12 people, and report the information back to the City via photo, email or drop-off. The citywide engagement day coincided with National Night Out, while community members were encouraged to participate in the exercise on that day, the toolkits were also available throughout the month. FNI also provided the City with a tool to proactively monitor key focus indicators to track progress on achieving each of the plan's goals are working or if further adjustments are needed. The resulting plan is framed around thought-provoking graphics that visually convey the key messages and recommendations of the plan in a way the average citizen is excited to read.

> This was an incredibly challenging project, complicated further by COVID. The timeline was almost double what was originally planned. The whole FNI team was helpful, adaptable, and positive. We appreciate the flexibility and reliability of the group. The FNI team is talented and has substantial subject-matter expertise which aided the project in reaching adoption. The City of Plano very much appreciates your support.
>
> Christina Day
> Director of Planning
> City of Plano

Comprehensive Plan

City of Plano

The City of Plano adopted their award-winning Plano Tomorrow Comprehensive Plan in 2015. The City selected FNI to conduct a five-year update and to facilitate an Ad Hoc Committee input process.

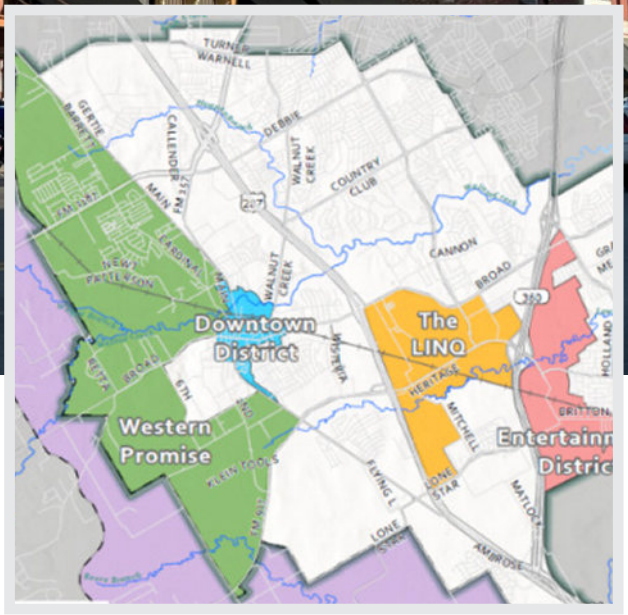
The City council selected members of the committee to provide guidance on amendments for certain components of the comprehensive plan. The committee's recommendations were considered by the City's P&Z Commission and City Council for feedback, recommendations and future action. FNI was tasked with the responsibility of guiding the committee in assessing the issues of the current plan and identifying solutions for the update.

The City Council set out to address these key topics in a plan update. A 16-member Comprehensive Plan Review Committee (CPRC) was created and tasked with developing an updated plan addressing key issues. The City Council, determined to have community buy-in, the City Council set a high requirement of 75% CPRC member support to recommend the updated plan to the P&Z and City Council. FNI supported several initiatives to increase efforts to involve the public and key stakeholders in playing major roles in the decision-making process. This project highlights FNI's ability to design a collaborative and methodical process to build consensus. FNI facilitated the committee's weekly discussions and provided professional knowledge and experience on a diverse range of planning topics to educate the CPRC and help them make well informed decisions.

FNI initiated this project with a public workshop to identify and understand the CPRC's initial concerns and recommendations for proposed plan amendments. FNI then created a comprehensive work plan based on the committee's input to cover each topic of interest within the project timeframe. FNI developed a structured forum to educate, discuss, address questions and consolidate the CPRC's ideas into a solution for plan and policy amendments.

The project resulted in a new, updated comprehensive plan for the City of Plano, formulated by the Ad Hoc Committee with support of the FNI team. The update's main feature was how the plan addressed the key issues. The plan focused on providing the specificity and clarity citizens need to understand the plan's recommendations. A few major highlights included the development of guiding principles, future land use dashboards, a land use and housing inventory tool, and zoning process improvement. The CPRC and P&Z finalized the public review draft and, following an open house and a robust review, the plan was adopted unanimously.

FNI is currently updating their development regulations.

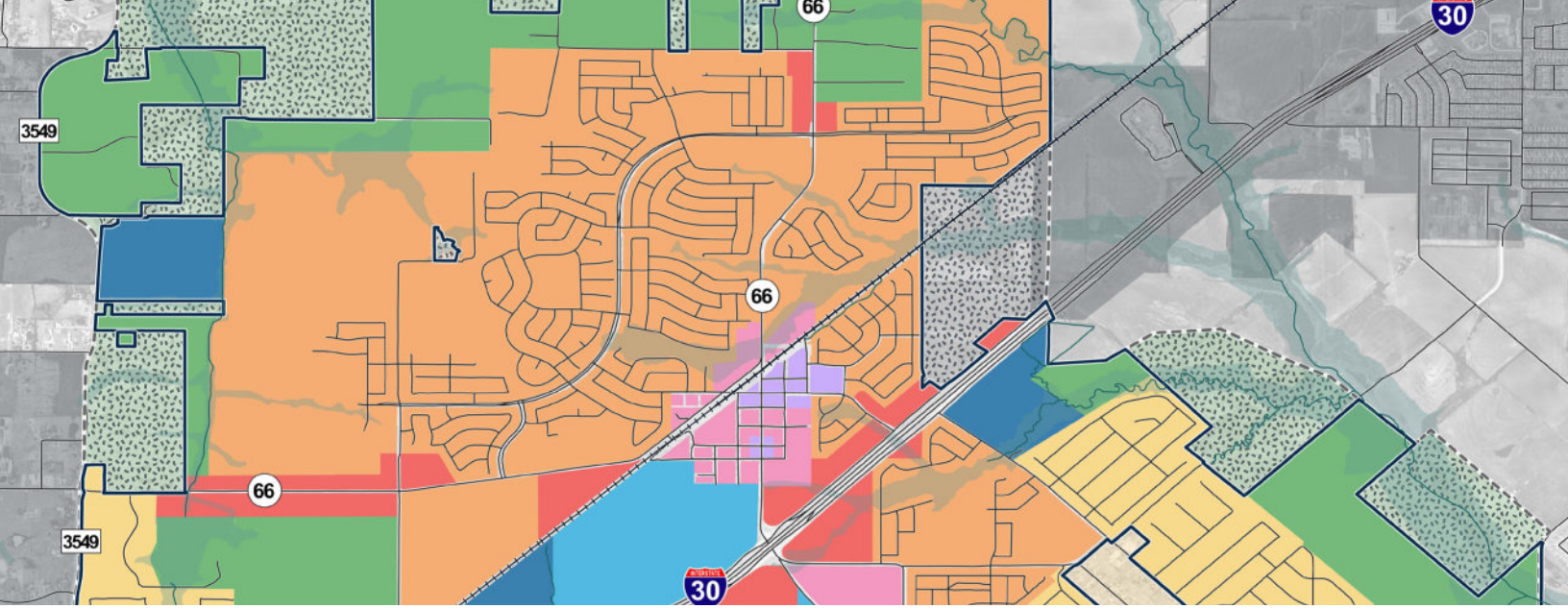


Future Land Use Plan

City of Mansfield

FNI is preparing the Future Land Use Plan component of the City's comprehensive plan. The plan includes a new Future Land Use Map, land use policies and five special area plans (SAPs).

Key issues addressed by the plan include shifting development patterns to a more fiscally responsible approach, incorporating mixed-use development, promoting "Missing Middle" housing options, and providing more direction through the Future Land Use Map and land use categories. The SAPs focus on Downtown, an entertainment district, an innovation district, a historically underserved community on the City's western side, and the ETJ. The public engagement process included Citizen Planning Steering Committee (CPSC) meetings, in-person and virtual open houses, City Council check-ins, meetings with the Mayor's Youth Council, and other engagements. The plan was adopted in December 2023, ahead of the original project schedule.



Forward Fate Comprehensive Plan and Sub-Area Plans

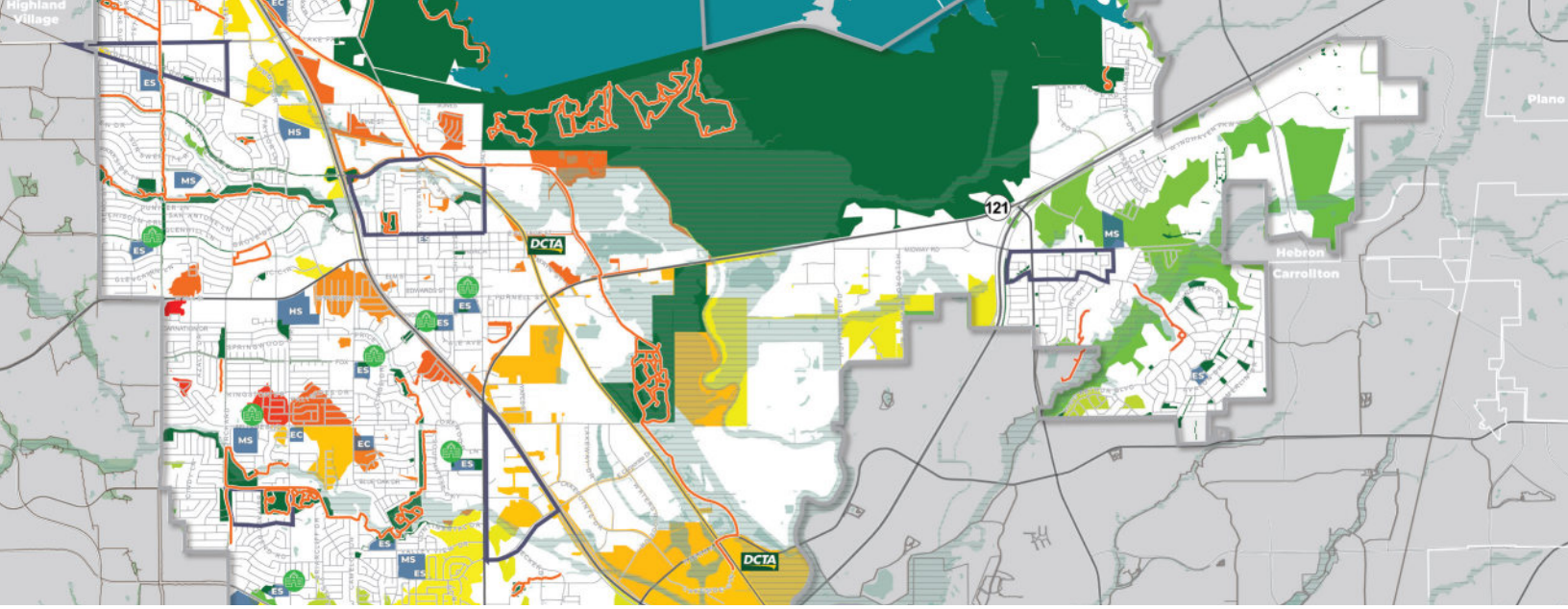
City of Fate

The City of Fate is a growing suburban community within the northeast sector of DFW Metroplex along the fast growing I-30 corridor. As a small community of 600 people in 2000, the city has seen exponential growth over the past 5-10 years with a population nearing 20,000 in 2021.

Halff was contracted to develop a new community blueprint grounded in fiscal resiliency, and incorporated "Strong Town Principles" to allow future growth and development within the community to be sustainable and affordable, minimizing the financial burden on the residents of the community.

Halff, along with their teaming partners began to chart a new path for the City of Fate providing the opportunity for long term sustainability for the community. Working with City staff and leadership, a character based future land use plan was created to complement the communities existing character while maintaining a sense of uniqueness and rural character the community wanted to preserve. A “fiscal checklist” was established based on seven core value statements generated during an extensive engagement process that included input from youth to adults and seniors.

As part of the planning process, the team took a deeper dive and created two sub-area plans focused around the communities downtown and I-30 corridor. These sub-area plans provided a framework of flexibility based on the built environment and future market needs of the city. Additionally, to support and compliment the future land use plan, a series of design standards were created to support the urban, pedestrian, and built environment character the community desired for future development. **The project received 2022 Planning Excellence Community of the Year Award.**



Lewisville Healthy Infrastructure Plan

City of Lewisville

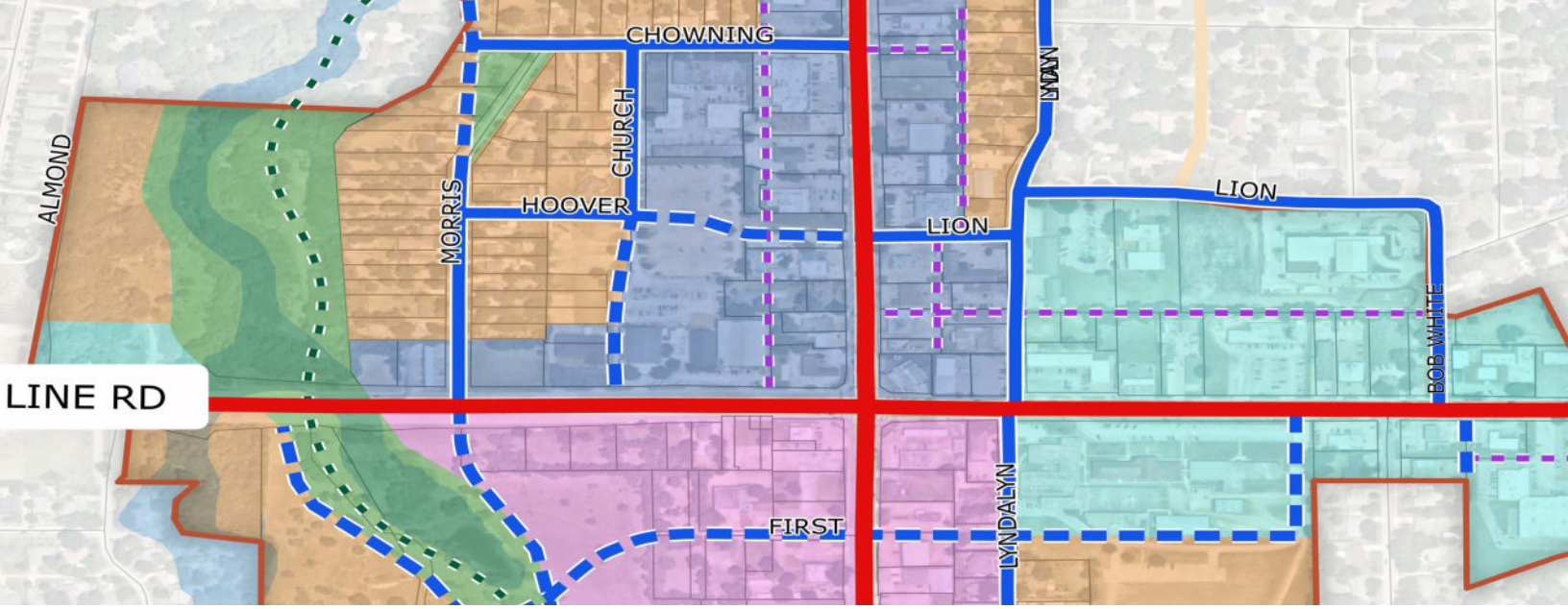
Halff was hired by the Lewisville Parks and Recreation Department to update their parks and recreation system master plan. The resulting plan, called Explore MORE Lewisville, goes well beyond a traditional municipal park plan by leveraging strategies from the 10-Minute Walk to a Park Initiative and a Healthy Infrastructure Framework to provide a holistic approach to municipal park planning.

Combining vision and direction for parks, recreation, trails, open space and the preservation and enhancement of the urban tree canopy, the plan utilizes an in-depth analysis that identifies the areas in the city with the greatest need for parks. This analysis also assesses the level of service of recreational assets based on park access and socioeconomic vulnerability. The plan recognizes the impact that various components of public infrastructure have on physical, mental and environmental health of the community while also emphasizing the equitable distribution of resources for access and improved quality of life for all residents. Using innovative community engagement techniques, a diverse steering committee and a partnership with faculty and students at the University of North Texas, the plan employs a social equity model that integrates spatial, demographic and socio-economic factors to develop implementation priorities and measure the future impact of the healthy infrastructure network.

The project has received several local and state awards, including:

- **2023 NCTCOG Celebrating Leadership in Development Excellence (CLIDE) award**
- **2023 APATX Environmental Planning Gold Award**
- **2024 TRAPS Planning Excellence Award**
- **2024 Bronze Leaf Award from the Cross Timbers Urban Forestry Council**

> “Thank you very much for all your hard work, Lewisville will be a much better and healthier City because of it."
>
> Jose Marines, Administrative Analyst - City of Lewisville



Hampton Road Corridor Study and Character Code

City of DeSoto

Since 2005 the City of DeSoto has envisioned creating a main street for their community. Previous planning efforts identified opportunities for such a district however minimal development or progression occurred to fulfilling that vision for the community.

In 2018, as part of their capital improvement programing, the City identified a portion of Hampton Road that needed to be reconstructed due to aging infrastructure and deteriorating pavement and bridge structures. The one-mile corridor spanning from Pleasant Run to Belt Line Road was envisioned to be their "downtown" for the community and city leadership was determined to moving the vision forward. In 2019, Halff was engaged to begin bringing leaderships vision to reality and designing the destination that everyone desired. Halff developed a Streetscape Master Plan which envisioned a mixed-use walkable environment along the entire corridor.

In 2022 Halff began the development of a Character-Based Code for the corridor that would ultimately provide a predictable built environment to the development community. The reduction of vehicular lanes along Hampton Road from 5 lanes down to 2 lanes required the creation of not only a regulating plan and district standards to guide development, but also a mobility and circulation plan that generated context-based solutions for alternative street types. These alternative roadway types allowed for the creation of livable streets balancing vehicular circulation with land use and walkability. Conceptual small area plans were created to "test fit" the standards to make sure they aligned with the vision along the corridor. Additionally, the standards were calibrated with the private development community through a series of "code hacks" to make sure the standards matched the market. With the limited ROW along Hampton Road private development may be required to provide "public" space as part of their overall development. Streetscape and placemaking standards were created to provide a pallet and toolbox of options for private developers to utilize to ensure a uniform look along the entire corridor when public and private spaces blend together. A series of bootcamps is programed at the completion of the code to ensure City leadership, staff, and the development community understand how to utilize the code and process for development review.

FNI'S SELECT PLANNING EXPERIENCE

CLIENT	PROJECT	AREAS OF FOCUS						
		Comprehensive Plan	Downtown	Parks/Trails	Codes	Transportation	Strategic Area Plan/Corridor	Growth Management
Aledo Eco. Development Corp.	Aledo Strategic Plan	●	●			●	●	
City of Alvarado	Comprehensive Plan	●		●		●	●	●
City of Balch Springs	Comprehensive Plan, Parks/Trails Plan, Zoning Ordinance	●		●	●			
City of Brady	Comprehensive Plan, Lake Zoning	●			●			
City of Big Spring	Comprehensive Plan	●		●				
City of Burleson	Comprehensive Plan, Zoning Code and Map	●			●			
City of Choctaw, OK	Comprehensive Plan	●		●				
City of Corinth	Comprehensive Plan, UDC	●			●			
City of Crandall	Parks/Trails Plan			●				
City of Fate	Comprehensive Plan	●		●				
City of Fredericksburg	Comprehensive Plan Central Area, Subdivision Ordinance	●			●			
City of Live Oak	Comprehensive Plan	●		●				
Town of Little Elm	Comprehensive Plan Update, Impact Fees	●				●		●
City of Longview	Comprehensive Plan; Downtown Plan and I-20 Area Studies; Parks, Recreation and Open Space Plan; UDC	●	●	●	●	●		
City of Lubbock	Comprehensive Plan	●		●				●
City of Midlothian	Comprehensive Plan Update, Corridor Studies, On-Call	●	●				●	
City of Odessa	Comprehensive Plan	●	●			●		
City of Port Arthur	Downtown Plan, Comprehensive Plan	●	●					
City of Prosper	Comprehensive Plan, Subdivision Ordinance	●			●			

SEEING A COMPREHENSIVE PLAN THROUGH TO IMPLEMENTATION

Our team's mission is to provide **"Innovative Approaches… Practical Results… Outstanding Service,"** and our vision is to **"Be the firm of choice for clients and employees."** Together, these statements sum up our philosophy and shape our company cultures, which is intent on cultivating and strengthening long-term, trusted-advisor relationships with our clients.

This focus is evident in the number of times our municipal clients have entrusted our planning team to follow up a comprehensive planning process with development of codes. Here is a partial list of projects in which the firm's comprising our team were hired to prepare the comprehensive plan and then proceeded to develop the code:

Georgetown Comprehensive Plan	Unified Development Code
Pflugerville Comprehensive Plan	Unified Development Code Amendments
McAllen Comprehensive Plan	Unified Development Code
Marble Falls Comprehensive Plan	Unified Development Code (Halff)
Plano Comprehensive Plan	Development Regulations Update
Frisco Comprehensive Plan	Zoning and Subdivision Ordinances
Longview Comprehensive Plan	Unified Development Code
Burleson Comprehensive Plan	Zoning Ordinance
Richland Hills Comprehensive Plan	Zoning Ordinance
Balch Springs Comprehensive Plan	Zoning Ordinance
Corinth Comprehensive Plan	Unified Development Code
Midwest City Comprehensive Plan	Zoning and Subdivision Ordinances
Prosper Comprehensive Plan	Subdivision Ordinances
Fredericksburg Comprehensive Plan	Subdivision Ordinance

Methodology and Approach

Statement of Understanding

Tyler is at a critical junction, experiencing rapid growth that will continue to strain the City's infrastructure and other City systems that challenge the quality of life enjoyed by the residents. This boom – particularly in multi-family units – may create growth anxiety that can pervade every aspect of life in Tyler, including traffic congestion, access to housing, school capacity, infrastructure performance and more.

The City has done an outstanding job of planning for future growth, with the development of the Tyler 21 Comprehensive Plan and subsequent updates, such as Tyler 1st. We understand the need to develop a comprehensive plan based on an inclusive and meaningful engagement program, followed by the regulatory updates necessary to achieve the plan's vision. Undertaking this comprehensive plan and development code update continues that progress toward proactively building the future that Tyler residents envision.

Our team has unparalleled experience developing plans and codes within the East Texas region and throughout the State of Texas. Additionally, our local team experience within Tyler allows our team to "hit the ground running" with an understanding of current issues, opportunities and plans. Our team's experience in Tyler includes preparation of Tyler 21, Tyler 1st, Unified Development Code, Master Street Plan, Metropolitan Transportation Plan and Tyler Junior College Master Plan, to name a few.

Project Management and Quality Control

For all planning and project tasks, FNI's systematic QA process is followed and project objectives are carried out. Quality Assurance (QA) is guided by the Senior Advisor working with the Project Manager for each plan. The Project Manager is responsible for preparing a formal Quality Control (QC) Plan for each project, detailing the documents to be checked or reviewed, developing QC schedules and identifying responsible personnel. QC checks confirm the technical accuracy of project components, which may involve verifying the readability of studies, confirming the accuracy and effectiveness of project components.

FNI and Halff will provide a seamless quality management process involving multiple overlapping focus areas that work together to foster a culture of excellence and elevate our overall quality of service:

- Internal review committees led by senior leadership, which lessen risk-potential for clients and safeguard the values foundational to the partner firms
- FNI's Technical Excellence Program (TEP), which promotes continual staff training and adherence to technical quality and standards
- Thorough contract reviews that define and clarify project expectations, protecting all parties involved
- Systematic QA/QC processes that confirm service quality meets high standards

Our holistic view of delivering quality contributed to FNI earning the esteemed Malcolm Baldrige National Quality Award. We continue to strive for an increasingly exceptional level of quality that extends beyond QA/QC processes at the project level and creates a foundation on which we can build long-term, trusted advisor relationships with our clients.

Key Components in Delivering Quality

Engaged Leadership: Successful quality management requires a fully engaged team, starting at the top. C-Suite leadership and firm owners lead internal review committees, where they are actively engaged in the outlay of services and oversee the appropriate allocation of company resources. Collaboration and attention to detail from the top down increase adherence to performance standards and overall job quality.

Technical Excellence: FNI's TEP promotes continual staff training and adherence to technical quality and standards. Program leadership includes Lead Technical Professionals (LTPs), who oversee the technical advancement of practice areas, and Senior Advisors, who provide input based on years of experience at critical points of a project. Both roles heighten project quality and efficiency by guiding junior staff in meeting quality standards and avoiding potential pitfalls.

Contract Review: A quality product starts with a good contract. Contracts are thoroughly reviewed and edited for clarity. This verifies everyone is on the same page before the work begins, leaving no doubt about client expectations. This advance work mitigates potential issues, protecting both clients and the consultant.

QA/QC Processes: A robust and detailed QA/QC program at the project level verifies quality standards are consistently met for each contract assignment, resulting in quality deliverables for our clients. FNI's assigned Project Manager prepares a formal QC Plan for each project, detailing the documents to be checked or reviewed, creating QC schedules and identifying responsible personnel. QC reviews confirm the technical accuracy of project components.

> "As first a citizen and then as a council member, I was excited about the level of involvement that Freese and Nichols provided for the community as a whole and for the leadership of the community....[FNI] did a great job in responding to our specific interests and needs from the feedback provided by our community that attended the open meetings and then that which was provided by the committee in smaller meetings. I did feel that my feedback was valued and either responded to or included in updating the plan."
>
> Kristen Ishihara, City Council Member - City of Lewisville

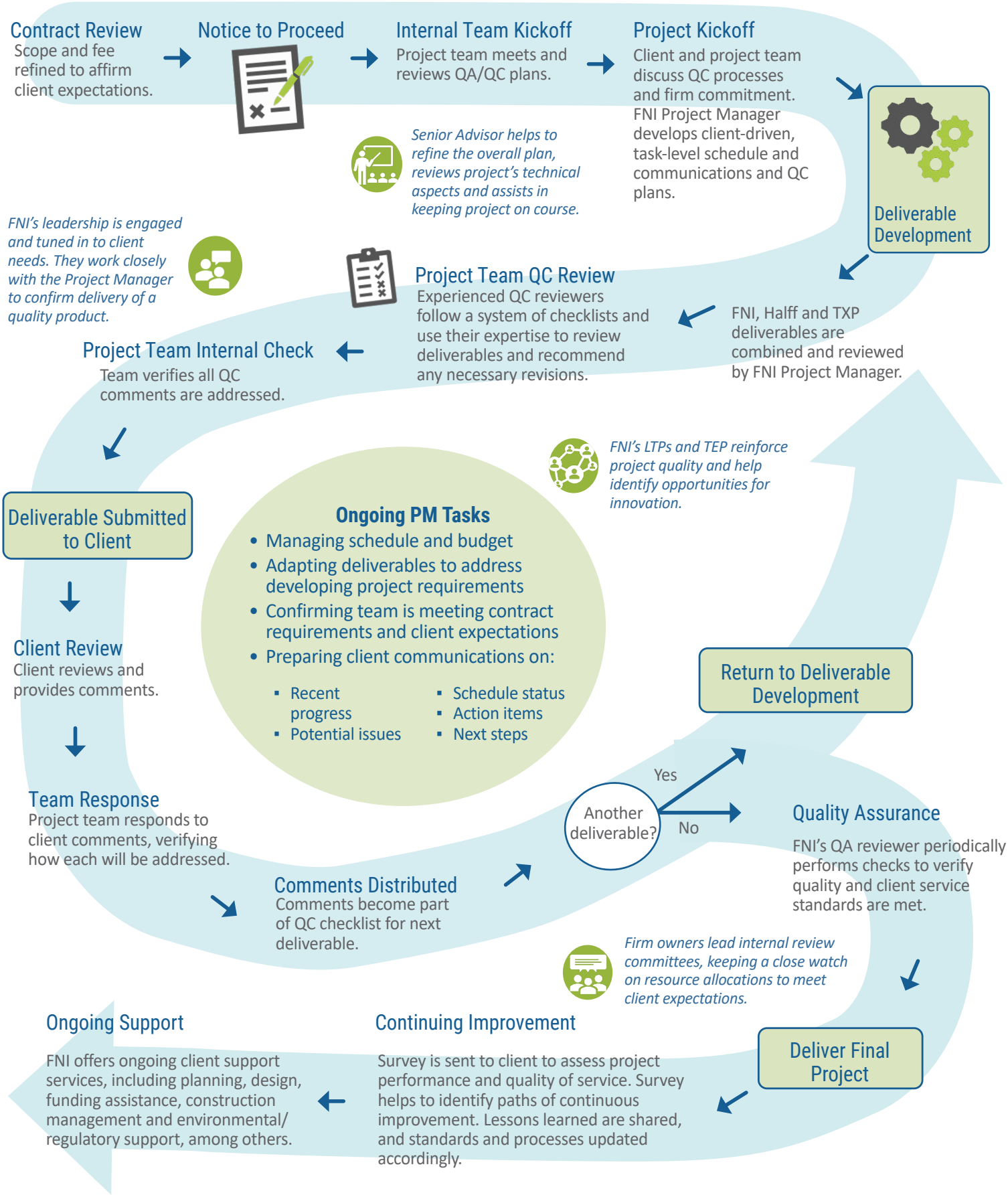
Commitment to Quality

FNI is the first engineering and architecture firm to receive the Malcolm Baldrige National Quality Award.

The Baldrige Award is a prestigious national recognition that promotes excellence in organizational performance, recognizes the achievements of U.S. organizations and publicizes successful performance strategies.

We were one of seven businesses to be recognized in 2010, and one of three recognized in the small business category.

Project and Quality Management Processes



Engagement and Outreach

FNI and Halff utilize a variety of tools and activities to reach all audiences, based on the community's needs and demographics. Our experience shows us that reaching the community early is critical to building trust in the planning process and successful adoption. A project website is developed early and managed throughout the process by our team as a one-stop-shop for the community to stay informed on the project. Focus group meetings or one-on-one interviews can be a great way to dig into a specific topic of interest with a targeted group of stakeholders, such as nonprofits and community organizations, small businesses, neighborhood groups, local religious institutions, etc. The FNI team has also been conducting youth outreach on many of our projects, which often include the team visiting a local high school class and university students and engaging students in exercises to inform the plan, seeing as they are the residents who will be living with the impacts of this plan the longest. Our team will determine what tools and activities are best suited to the Tyler community in a Public Engagement Plan that outlines who, when and how stakeholders will be engaged throughout the process.

Keys to engagement that our team will focus on in order to build support and consensus are:

- **Convenient –** holding events at times and locations that are convenient for participation, tabling at community events where people will already be present and utilizing the project website to host online engagements and virtual alternatives of any in-person engagements, for those who need to engage from the comfort of their homes.
- **Inclusive –** being intentional about the spaces where events are held, the words being used in outreach materials and providing materials in multiple languages can help to signal to the community that we are sincere in wanting feedback from everyone.
- **Interactive –** People don't want to leave their houses just to sit and listen to a presentation anymore, if we are asking people to come out to a meeting, we should be providing them with interesting ways to learn, engage, and provide feedback. If participants have a good time at meetings they will keep coming back and maybe next time bring their friends! We often find great success with small group discussions, as participants are hearing differing opinions directly from their neighbors rather than from the City or consultants.
- **Meaningful –** Outreach must value residents's time. If people give us their time to participate in engagements we need to confirm that our meetings are collecting useful information and that their feedback is being clearly incorporated into the plan and impacting recommendations. Many of our recommendations end up coming directly from community input. This plan is Tyler's, and our role as consultants is often to simply listen to residents and shepherd those ideas into actions.

Project Initiation and Project Management

Our work plan begins with the development of a Public Involvement Plan (PIP), which is critical for obtaining diverse and inclusive engagement. We will work with the City to customize the PIP to lay out the best approaches to engagement, particularly understanding past successes in the City as well as anticipated events (Tyler Farmer's Market, Red Dirt Music Festival, East Texas State Fair, Tyler Rose Festival, and even leveraging volunteer action days like the East Texas Big Event along with holiday activities).

During this effort, we will develop an interactive project and virtual engagement website and project logo/

FNI Engagement SUCCESS

FNI recently led the development of a new comprehensive plan for the City of Siloam Springs, Arkansas. ***Our holistic approach to community engagement made the plan a success.*** Highlights included:

- Informational videos featuring Community Planning and Advisory Committee (CPAC) members
- A monthly newsletter with 400+ unique subscribers
- Participation and promotion at local events and festivals
- Development of a unique brand and logo, which became the City's official flag
- Stakeholder interviews with local business owners, nonprofits and community services, residents, developers and City Staff
- Frequent in-person and virtual CPAC meetings, Open House events, and Virtual Open Houses
- Creation of an ArcGIS StoryMap to summarize the complete plan
- Various newspaper articles and social media features
- Numerous displays and input activities at City Hall and library
- Project website with built-in translation capabilities and latest information
- "Meetings-to-go" kits to enable neighborhood groups to conduct their own focus group meetings

brand to begin generating excitement and establish a framework for transparency and engagement throughout. A formal project kickoff meeting will take place with the appropriate City staff, coupled with a citywide tour highlighting key issues and opportunities likely to shape the Plan and Development Code, providing a geographic relationship. The result of this effort will be a project outline and work plan, including a public involvement plan. This will also develop early understanding of the project in case any modifications to the approach are needed.

This project will include ongoing coordination with a Development Committee, composed of local stakeholders and officials, to help guide the development of the Plan and Code. The consultant team will meet regularly with the Development Committee to collect input and request feedback on prepared materials.

We ask that City Staff serve as the initial reviewer for draft materials, providing input and direction on first drafts before the materials are distributed for supplemental review. We also ask that City Staff remain engaged through the process through regular coordination; however, we recognize that City Staff is busy with day-to-day operations and understand the need to respect the availability of City resources.

Comprehensive Plan Development

Snapshot

Next, our team will prepare a community snapshot to capture a complete picture of Tyler's demographic characteristics. Rather than a reiteration of facts, this analysis will focus on characteristics that have the most profound impacts to the community's built environment and market. The community snapshot will include documentation of Tyler's history, review of relevant existing City plans and documents, discussion of historic growth trends and patterns, and construction of a descriptive demographic profile of the community.

The planning team will explain patterns and impacts of the information collected and how it relates to the Comprehensive Plan and Code. Regional and significant national trends will be considered, such as overall patterns of growth within the East Texas Region, impact of remote-work policies, and in-migration from out-of-state. Physical characteristics, both natural and constructed, will be examined, particularly regarding barriers and constraints that must be considered as Tyler continues to develop and redevelop. The community snapshot will be the foundation on which informed and realistic planning decisions can be made. It also sets the stage and provides data for a robust discussion of the community's vision, guiding principles and goals.

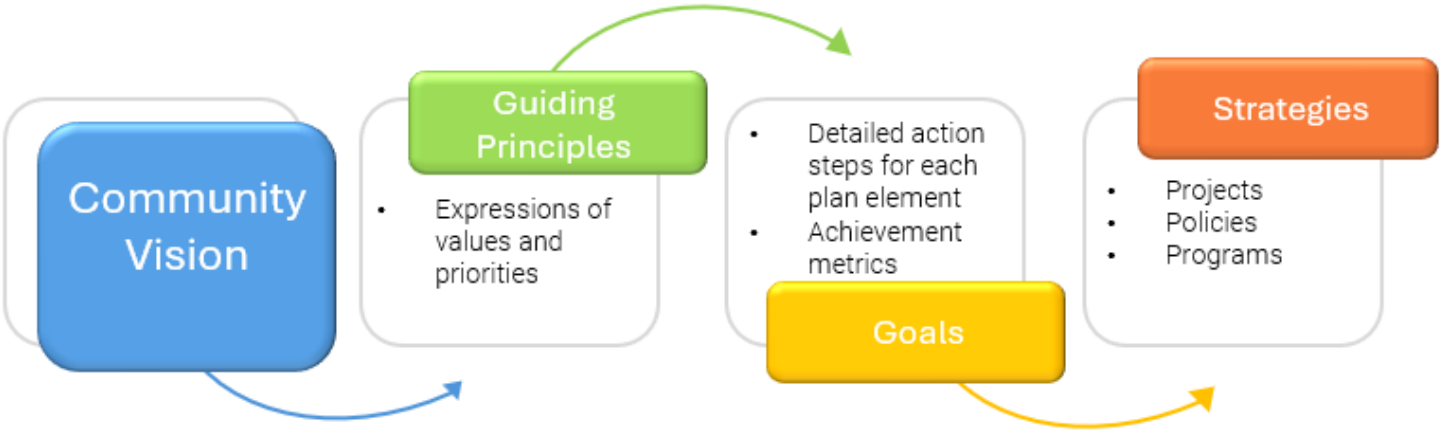
Vision and Guiding Principles

There are many tangible and intangible characteristics and values that the community desires to provide and preserve. Developing a vision involves identifying the values and traits that are important, and determining how to express and reflect these within the physical space. Critical to this will be refinement of the community needs and opportunities list, augmented with a SOAR (strengths, opportunities, actions, results) analysis. This ultimately informs creation of the vision statement and particularly guilding principles and goals and early establishment of performace measures.

Guiding principles are especially important for a city, as they provide a framework to evaluate unanticipated changes, challenges, opportunities and issues. Once established, guiding principles allow the plan to function as a living document. These elements will be confirmed by the Tyler City Council prior to proceeding with detailed plan chapters.

ONE-PAGE REPORTS

FNI has developed a standard project reporting procedure – a one-page report – that can be used for both internal project team communication and regular project updates for clients. Our one-page report is a snapshot view of the project, which enables the Project Manager to keep clients informed, while verifying that the project is on schedule and budget. One-page reports can be submitted weekly, biweekly or monthly, based on client preference and needs.



Land Use, Development and Growth Management

The land use plan is a policy document, which is intended to guide City staff and officials as they make decisions on where, when and how the City should grow. A land use plan that is understandable to citizens, City staff, the P&Z Commission and City Council will verify that a cohesive and unified vision is presented to developers and property owners as future development occurs within the community. We typically recommend an innovative scenario modeling approach to the land use plan to determine best outcomes. Key components of this task include:

EXISTING LAND USE ANALYSIS	PHYSICAL CONSTRAINTS	DEFINING USE/ PLACE TYPES	FUTURE LAND USE MAP	POPULATION, GROWTH MANAGEMENT AND ANNEXATION
• Analysis of remaining land for development • Analysis of the types of existing land uses • Analysis of development patterns/types and connectivity • Discussion of existing use and pattern relationships, both positive and negative	• Documentation of the City's boundaries, special districts and regulatory controls • Analysis of major topographic features, open spaces, prominent physical features, environmental data and drainage basins	• Character guidelines and character areas • Performance metrics • Compatibility/ intensity metrics • Form guidance • Potential modulations based on physical constraints and context circumstances	• Degrees of change analysis map and area plan identification • Easy to read map • Display the use/place types geographically, with character areas • Display of key physical constraints/ contexts likely to alter the character and intensity • Transportation corridors, existing and anticipated, as they relate to development patterns	• Changing legislative and judicial landscape • Data-informed, fiscally prudent service boundaries • Annexation and extraterritorial jurisdiction (ETJ) management • Intergovernmental coordination • Implications of special districts • Capacity and population projections

Area Plans

Based on our knowledge of Tyler, we have included three significant area plans in the anticipated scope of work and our project approach. With this project anticipated to include comprehensive regulatory changes to the UDC, updating these area plans now eases and accelerates code-related implementation that is often so critical to successful plan implementation. Likewise, the market and economic analyses present a unique opportunity to efficiently deliver updates to Tyler's area plans with a greater understanding of each area's positioning within the overall City and regional context.

Downtown Planning Components

UT Tyler Area Plan and Midtown Area Plan

The UT Tyler Area Plan has undergone radical changes in circumstances, with the development of the medical school and overall significant investments in the campus coupled with private and public investment. Likewise, Midtown has undergone radical positive transformations. Both of these prompt an examination of the next steps of implementation and catalysts to continue to build on their success.

Downtown Area Plan

We know Downtown functions as the heart and soul of Tyler, and should be celebrated for the great place it is. But we also recognize Downtown, despite its success, has not even scratched the surface of its potential. Our team represents an exceptional level of downtown revitalization understanding, from the built environment and placemaking to programs placemaking to policy, programming and operations. Our effort will consider issues like the preservation and expansion of Downtown character, revitalization opportunities and steps, open space and urban residential integration, diversification of housing types and infill, redevelopment and facade enhancement, and improvements to the pedestrian zone and furnishing realm. The analysis will assess and recommend improvements to public spaces along with thoughtful ideas for linking them to private development. Through our catalyst-based approaches, we seek to create the desirable environment—the ecosystem—that gives private investors the confidence to invest in downtown Tyler and the public confidence to support organic changes. We are recognized for streetscape designs that achieve high-use complete streets along with engaging public spaces that spur economic development. We do this while also seeking opportunities to create a true pedestrian district—one where people are comfortable and excited to park once and spend a whole day, or perhaps even walk and bike in from surrounding neighborhoods.

Economic Development

Economic development is best defined as the creation and expansion of businesses within the community as measured by changes in employment, wages, industry diversification, and tax base. It also means proactively supporting small business startups to ensure Tyler has a robust ecosystem of businesses of all sizes and industry sectors. Economic development will be an important component of the overall Comprehensive Plan. Our team will focus on developing specific strategies and recommendations that support and enhance existing Tyler Economic Development and Tyler Community Development Corporation initiatives. We understand that this section of the report is not a standalone economic development plan for Tyler, but rather supports the Comprehensive Plan.

We will provide an assessment of Tyler's current economic and demographic environment by examining key indicators such as population, employment by sector, labor force commuting patterns, workforce skills, retail sales gaps, and real estate trends. This will include evaluations of underutilized commercial and retail space to determine their highest and best use. Existing studies and reports will also be reviewed, with key findings and recommendations incorporated into the Comprehensive Plan. Existing local

organizations and partnerships related to economic development will be evaluated to identify the best-suited entities to lead the various aspects of the plan. Peer communities will also be identified to benchmark Tyler trends over the past 5 to 10 years.

Strategies and recommendations are important, but just as critical is identifying how Tyler can pay for the projects. Our team will examine current economic development financing tools used in Tyler, such as Tax Increment Reinvestment Zones (TIRZ), Public Improvement Districts (PIDs), Tax Increment Financing (TIF) and Chapter 380 Agreements as well as best practices from other communities. For the plan to be successful, Tyler will need to prioritize some initiatives based on financial resources. Ultimately, residents must feel confident that these public policy decisions will have a positive return on investment.

Closely related to economic development is fiscal sustainability. While each community defines fiscal sustainability or fiscal health differently, a common theme is the desire to provide residents and businesses with a high quality of life and public services at an affordable tax rate. We recommend a fiscal analysis of development patterns to assess current and future performance based on the updated future land use, future land use map and the anticipated net revenue position of the City, using local budgets and operations data. Our team will examine how different strategies within the Comprehensive Plan (ex. ratio of residential to commercial acreage) impact the long-term tax revenue and fiscal situation for Tyler. For this task, we anticipate collaborating with various City departments including finance, public works, and capital improvement program (CIP) staff. The goal is to create a Comprehensive Plan that is forward-looking, based on sound economic development strategy, and creates enough tax revenue (or "tax intensity") to provide residents and businesses the services needed.

Transportation

Transportation recommendations will seek to identify critical needs and changes resulting from the new vision, land use and other plan elements, working with key City staff like Cameron Williams and Michael Howell. Transportation facilities need to be paired with complementary land uses that can leverage the investment in a way that generates the best return on the community's tax dollars. This chapter will work in tandem with the Future Land Use Map to verify land use and transportation systems are properly calibrated to support desired growth and development. We will evaluate the recent Tyler Metropolitan Transportation Plan, as well as the recent Tyler Master Street Plan for impacts from anticipated comprehensive plan changes, including any anticipated contextual changes, alignments and balancing of user needs.

We will also review the recent street sections from the Master Streets Plan based on any alterations to character areas and context prompted by the land use component, as well as any similar changes prompted to operational/ functional classification.

> "I know it has taken a lot of time and a lot of public meetings, a lot of input from residents, lots of charts, lots of graphic design that looks beautiful by the way. This report, I'm so impressed with the quality of the work that Halff and staff were able to produce for this. Definitely makes me proud to have this product."
>
> Councilor Gabriel Vasquez - City of Las Cruces

Community Character and Health

This chapter (or chapters) is intended to address the existing Community Character and Design and Health and Safety elements of the current Comprehensive Plan. We envision this chapter as a key component in tying the other planning elements together—building the web of relationships between them. The cornerstone of a livable community lies within its neighborhoods and community building. Parks, recreation and open-space elements support healthy communities. Transportation, mobility and economic development create access to opportunity and connectivity in the community, even influencing healthy communities through their role in addressing isolation and loneliness. Land use speaks to the access question from another direction—whether people can easily access goods, services and opportunity in proximity, recognizing variable mobility of citizens. Communication strategies and a pathway for engaging neighborhoods into the future is critical to verifying actions are being taken consistent with the Plan's vision, guiding principles and goals. They also create an effective feedback loop to verify actions are

having desired impacts. Likewise, the changing climate of media and communication has simultaneously made reaching citizens more complex, while also creating an incredible and growing list of tools to connect people to their local government.

Our team will develop policies that address urban design, community gateways, community image and integration of major roadway corridors. We are experts in creating places that work holistically to foster community image and desirability, and examining opportunities to maintain and enhance the overall quality of life. Through both the public engagement used for the plan and further research, we will identify effective communication strategies that build momentum and relationships between the City and the community it serves.

Housing and Neighborhoods

The cornerstone of a livable community lies within its neighborhoods and community buildings. This chapter will evaluate and develop recommendations to protect and enhance existing neighborhoods and encourage quality design of new ones. Housing recommendations will include discussion of the infrastructure necessary to support additional housing units in various forms and densities. Business climate and economics, along with the inherent relationships between economic development, workforce opportunity and complete neighborhoods, will be considered. Housing, neighborhoods, quality of life and the economy are inseparable and best addressed in a cohesive, coordinated fashion as a matter of access to opportunity, equity and inclusion.

OPPORTUNITY ENHANCEMENT: PROS MASTER PLAN

In reviewing Tyler's existing plan framework, we observed that the current Parks and Open Space Master Plan was adopted in 2020, with a 2023 updated implementation schedule. To maximize scoring in pursuit of Texas Parks and Wildlife Department funds, we recommend a TWPD-consistent Parks, Recreation and Open Space Plan be developed concurrent with the Comprehensive Plan. This also allows full integration of new growth assumptions and patterns from the Comprehensive Plan, and naturally aligns with geographic equity considerations likely to emerge from the community character and health component as well as the housing and neighborhoods component.

Our team will examine existing housing conditions, identify infill opportunities, discuss a variety of successful housing strategies and neighborhood stabilization programs, and perform service characterization and leveling to align services to community expectations in a fiscally prudent way. Housing discussions will involve observed gaps in quality, quantity and diversity of housing options, focusing on pragmatic solutions tailored to Tyler's circumstances. A key aspect of this would be to integrate and update the North Tyler Housing Strategies to support next steps in its implementation. We will likewise examine planning trends for relevance to Tyler, such as:

- Affordable housing
- Compact development
- Traditional neighborhood design
- Neighborhood interconnectivity and access to opportunity and the creation and support of healthy communities
- Life-cycle housing and the "missing middle" of diverse housing types
- Integration with mixed-use

Implementation Program

Implementation is the key to making immediate changes on the ground. This step will carefully assess local culture and the City's human and financial capacity to verify that actions are achievable, at times providing multiple paths toward plan realization. An implementation matrix will provide a coordinated action program so that City leaders, staff and other decision-makers can easily identify the necessary steps to achieve the desired vision for the City.

You can only do what you can measure. Our team differentiates ourselves by focusing on both outcome metrics and action metrics. Action metrics provide a way of demonstrating that a city has begun implementation, but those do not tell a complete story. By including outcome metrics, the City can measure what changes should result from the actions and adjust implementation accordingly—this ensures that it is doing the right things.

Our team is particularly excited that this project will simultaneously address the development code, which will assist in fast-tracking implementation. In our experience, delay in implementing regulatory reforms is the primary cause of stalled plan implementation. Tyler's approach helps avoid this delay and should be commended.

The resulting action plan and work program will focus most heavily on the next five years, with additional

actions up to a ten-year horizon. These may take the form of policy actions like ordinances and resolutions, creation of new programs, adoption of new methods of working and key capital projects. Clear paths of implementation responsibility will be included, along with appropriate cost information and timeframes.

Development Code Services

Code Diagnostic Report

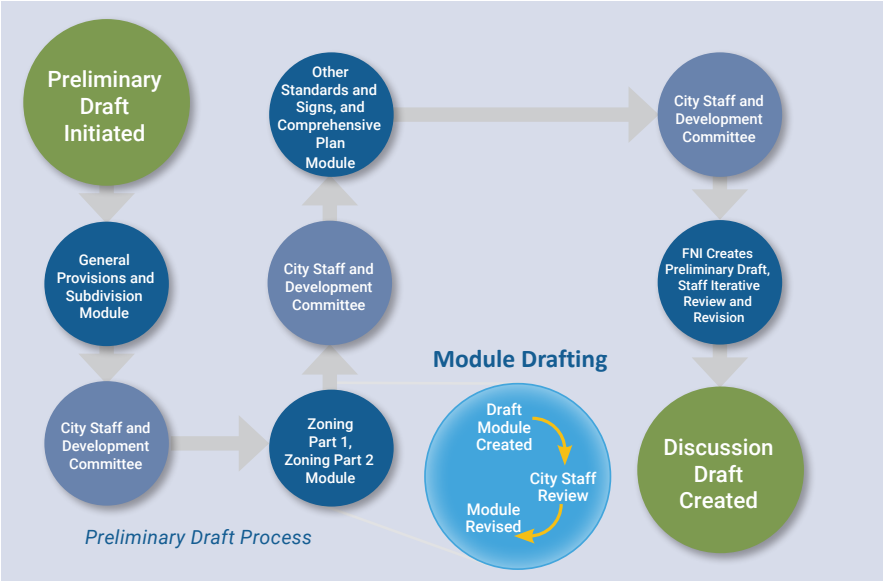
A comprehensive diagnostic analysis is critical to the success of this code-writing effort. This analysis will venture far beyond simply identifying functional problems, seeing the entire analysis through the lenses of Tyler's adopted plans, studies and community desires. It is important to evaluate how the current regulations are used today, such as frequent variance requests and planned unit developments. This analysis will help identify the current patterns, nonconformities and adjacency issues to formulate codes that address these issues in a creative, holistic manner. Our team is uniquely positioned for this with the inclusion of Halff's Mark Priestner and his direct experience administering and applying Tyler's current code.

Public and stakeholder engagement will be an essential component of this effort, as they are the true consumers of the codes. Involving them at this early point and throughout is vital, as the City will want them to walk alongside and buy into the process and proposed changes. This removes fear and promotes community ownership of the codes. We know from experience that transparency benefits planning processes, which will be incorporated in every step of the project.

Our team will produce a code diagnostic report defining and analyzing problems and issues identified in the code, along with priorities where necessary.

Recommendations and direction will be included, assuring a smooth transition to the code drafting process.

A code organizational structure will be developed in concert with the Planning Director. After initial reviews by City staff, the report will be presented to the Development Committee for affirmation, then presented to the P&Z Commission and City Council for feedback.



Drafting the New Code

Our team has extensive experience in preparing development regulations, including development codes with conventional, hybrid and form-based approaches to zoning and development regulations. We understand the implications of Texas Local Government Code Chapter 211, Chapter 212 and a variety of other state laws and associated case law on integrated zoning and subdivision regulations, and we are equipped to prepare a legally defensible and streamlined document that applies best and sound practices. Likewise, our team includes experienced former planning directors and city managers to understand staff capacity to administer the codes. There are multiple paths to the same goal, and this nuanced understanding makes a huge difference. We strive to create codes that incorporate the following:

- Ease of use and application for multiple audiences of varying expertise, emphasizing jargon-free writing styles
- Streamlining of development review processes
- Innovative and creative approaches to land use regulations right-sized to the community, including carefully calibrated and tested form-based and hybrid codes
- Illustrations whenever possible to clearly depict intent of regulations
- Flexibility to encourage high-quality, creative developments
- Access to economic opportunity and equity
- Sensitivity to context and adjacency compatibility

- Integrated relationships between zoning, subdivision, infrastructure design and construction, flood and environmental protection, signage and design
- Innovative subdivision/lot design to create dynamic and desirable neighborhoods
- Low-impact, environmentally conscious and disaster-resilient design
- Clusters of unique development types, levels of activity and styles
- Sense of place and customized design standards, both citywide and in specific areas and corridors

Drafting Stages

We recommend dividing the development code preliminary draft into several parts to allow for focused and topical discussions. This breaks what can be an overwhelming document it into digestible modules prior to establishing a complete draft. Our experience has taught us that dividing the review into manageable parts is also more efficient than attempting to review the entire code at once, and allows for more in-depth discussion and understanding of the material. Each module will undergo an iterative review and revision process with City staff. This results in the creation of a discussion draft.

The discussion draft represents a refined version of the Development Code. This draft will be presented to the Development Committee, with revisions to follow. The discussion draft will then be refined into a final draft intended for public review.

Based on City staff and Development Committee comments, we will prepare any necessary revisions to the development codes. A final draft document, as approved by the City staff and the Development Committee, will be delivered to the City for public review.

Map Preparation

Map preparation should generally be deferred to the end of the process once consensus is reached regarding the types of standards and uses. We anticipate the UDC will include a code equivalency table identifying any straight conversions of zoning districts. Still, we anticipate some recommended changes may fall under City-initiated rezonings. Based on the results, we can apply our experience to recommend an appropriate approach. The project manager for this effort has been involved in multiple Citywide rezoning efforts, as well as sub-area rezonings and individual city-initiated rezonings.

Adoption and Implementation

Adoption

We will facilitate a joint workshop for the P&Z Commission and City Council to receive the final draft and discuss any outstanding issues. Our team will then make any necessary revisions as we prepare for the public hearing and adoption consideration by P&Z Commission and City Council. Based on adoption language, such as effective dates and any changes noted in the adoption, we will make revisions to deliver a final adoption document. Our team will then transition towards implementation support.

Implementation

Our planning team was specifically crafted for this project with a careful eye on implementation and training for a city with limited staff, but with a robust code environment and public expectations. Our team includes team members who have worked for cities in implementing new codes and/or with a background in code implementation as planning staff. We can extend services to include the preparation of an approachable, user-friendly development guide for external users as well as checklists for internal users and external design professionals in order to develop a culture of quality control and quality assurance.

Final Deliverables

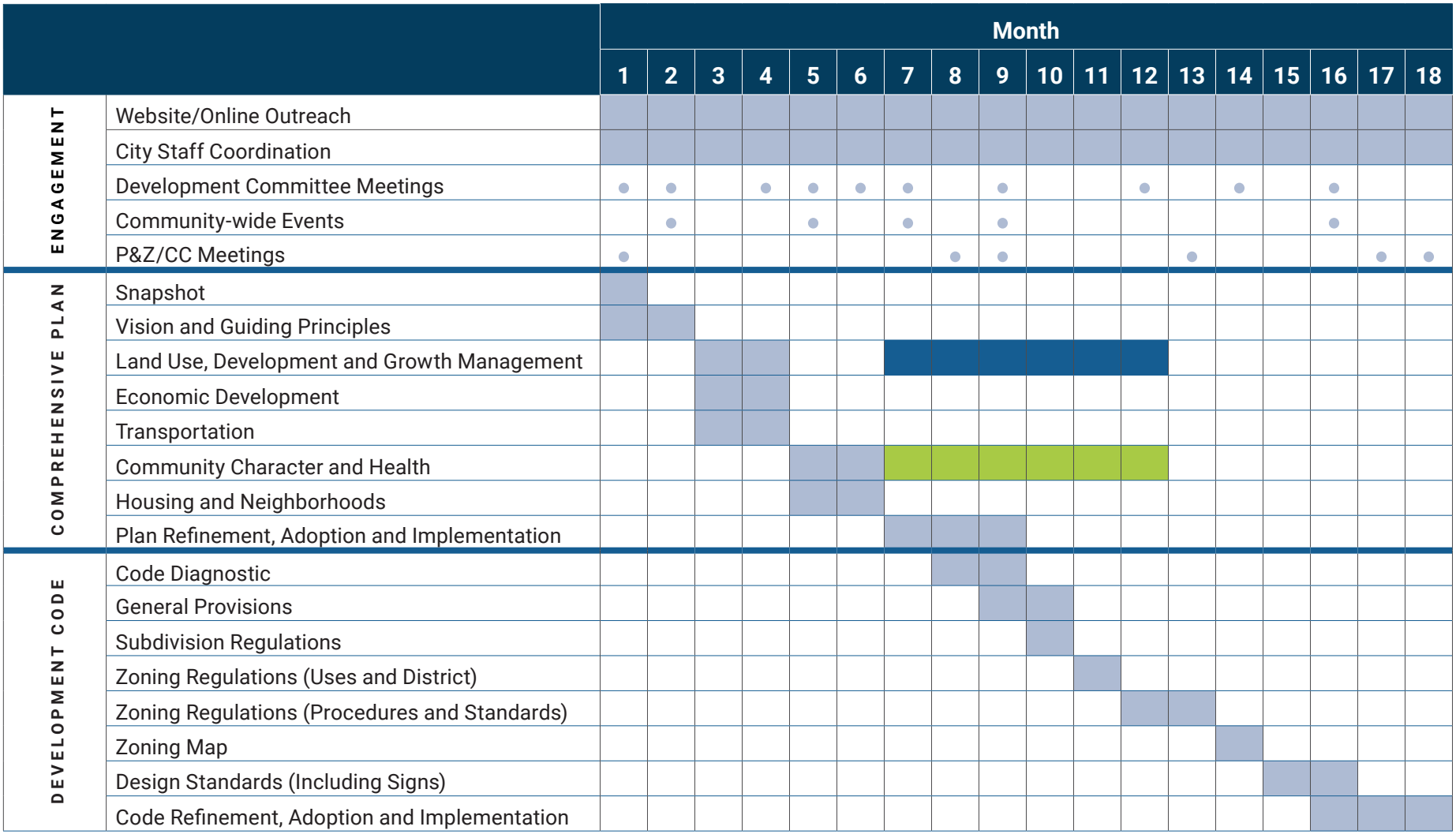
Our team's goal is to create project deliverables that are easy to understand, attractive and generate excitement. Throughout the project, we will seek to create the Comprehensive Plan and Development Code and associated materials in a format that can be managed and edited by City staff using common office software without needing to purchase specialized software or codification systems. We believe the City should use whatever codification tools are most comfortable to staff rather than us marketing a specific option, and will draft our codes to easily import into all common systems.

All GIS-based work, such as results from interactive mapping engagement, zoning maps and other information, will be exported in a format compatible with ESRI ArcGIS and satisfying requirements of the City's GIS personnel. Suggested deliverables will include:

- Original hard copies of the Comprehensive Plan and Development Code
- Digital files in native/original format and PDF format, including files integral to the document, such as images, graphics and renderings, identifying any software needs

Work Plan and Schedule

Based on our experience, we recommend planning for an 18-month timeline as shown below. Please note that FNI is flexible and willing to accommodate an abbreviated or expanded schedul, subject to the City's need.



Team Composition and Key Personnel

Organizational Chart

MAJOR WORK AREAS

Project Planner
Connor Roberts
Rhys Wilson
Christopher Sison
Karen Chavez

Transportation Plan
Brian Crooks, AICP
Edmond Haas, AICP

Area Plannning
Caitlin Admire, AICP, LEED® AP, ENV SP
Christopher Sison
Kendall Howard, AICP (Halff)
Brad Johnson (Halff)

Economic Development
Travis James, MBA (TXP)

Resilience
Caitlin Admire, AICP, LEED® AP, ENV SP
Ryan Slattery, AICP, ENV SP

Codes
Mark Priestner (Halff)
Ryan Slattery, AICP, ENV SP
Caitlin Admire, AICP, LEED® AP, ENV SP
Connor Roberts
Rhys Wilson
Karen Chavez

Campus Planning Alignment
Shad Comeaux, AICP

The entire project team shown above will be active in public engagement, recognizing this is critical to the success of every project component.

Chance Sparks FAICP, CNU-A

Project Manager

Chance Sparks is a firm Principal/Vice President and an award-winning FNI Urban Planner and Project Manager.

He is experienced in planning and implementation, city management, public involvement, process development and management, comprehensive and strategic planning, parks-related planning and tourism, neighborhood planning, downtown and corridor planning, demographic and economic analysis, development regulations, visioning, historic preservation, annexation/growth policy development and analysis. ***His experience in municipal and state-level planning, public engagement, design and implementation, coupled with experience in city management and operations, give him exceptional insight into community needs and capacity as someone who has carried plans beyond adoption and into reality.***

EXPERIENCE

21 years

EDUCATION

MPA, Urban and Environmental Planning, Texas State University

BS, Geography – Urban and Regional Planning, Texas State University

REGISTRATION

Fellow, American Institute of Certified Planners #022822

Congress for the New Urbanism–Accreditation

Select Awards

Karen B. Smith Chapter Award, American Planning Association, while serving as Texas Chapter President-Elect

Community of the Year Award, Texas Chapter APA, City of Buda, while serving as Planning Director

American Planning Association:

- Gold Planning Achievement Award – Best Practice, Unified Development Code, City of Brownsville, 2021

RELEVANT PROJECT EXPERIENCE

Comprehensive Plan | City of Seguin | Project Manager

Comprehensive Plan | City of Hutto | Project Manager

Comprehensive Plan | City of McAllen | Project Manager

Comprehensive Plan | City of Georgetown | Senior Advisor

Comprehensive Plan | City of Gun Barrel City | Economic Analyst

Comprehensive Plan | City of Live Oak | Project Manager

Comprehensive Plan | City of Pflugerville | Project Manager

Comprehensive Plan with Parks | City of Manor | Project Manager

Downtown Master Plan | City of Canyon | Project Manager

Downtown Master Plan | City of Hutto | Project Manager

Downtown Master Plan | City of McAllen | Project Manager

Downtown Master Plan | City of Seguin | Project Manager

Downtown Master Plan | City of Victoria | Project Manager

On-Call Planning Services | City of Brownsville | Project Manager

On-Call Planning Services | City of Buda | Project Manager

Unified Development Code | City of Georgetown | Project Manager

Unified Development Code | City of Brownsville | Project Manager

Unified Development Code | City of McAllen | Project Manager

Unified Development Ordinance | City of Victoria | Project Manager

Wendy Bonneau FAICP

Principal-in-Charge

Wendy Bonneau is an award-winning urban planner, FNI Vice President/Principal and the Firm's Urban Planning + Design Practice Leader.

She offers extensive experience in the fields of planning, architecture and urban design and has experience in municipal and higher education master planning, downtown planning, transit-oriented developments, public participation, conceptual/schematic design, project management, funding and implementation. Her 31+ years of experience in leading charrettes give her an exceptional ability to work with community groups in building consensus. Wendy is an active member of the American Planning Association and serves the APA National Board as Director of Region III. ***She has held numerous leadership positions at the state and local level of APA and is the past Chairwoman of the Northeast Leadership Forum and founder of the Emerging Young Leaders Group. Wendy has led or been actively involved with more than 30 comprehensive plans throughout her career with FNI.***

EXPERIENCE

31 years

EDUCATION

Bachelor of Environmental Design, Texas A&M University

REGISTRATION

Fellow, American Institute of Certified Planners #018886

Select Awards

American Planning Association:

- Gold Award for Best Practice, City of Brownsville Unified Development Code, 2021
- Gold Award for Public Outreach, City of Corpus Christi ADPs, 2021
- National Planning Achievement Gold Award for Implementation, City of Lewisville Vision 2025, 2020
- Comprehensive Planning Award, City of Lubbock Comprehensive Plan, 2020
- Silver Award for Urban Design, Colleyville Plaza, 2020

RELEVANT PROJECT EXPERIENCE

Medical District Area Development Plan | City of Tyler | Urban Planner

Area Development Plans | City of Tyler | Project Manager

Lake Tyler Master Plan | City of Tyler | Urban Planner

Broadway Intersection Improvements | City of Tyler | Urban Planner

University of Texas at Tyler Campus Master Plan | The University of Texas at Tyler | Assistant Project Manager

Comprehensive Plan | City of Rowlett | Principal-in-Charge

Comprehensive Plan Update | City of Grand Prairie | Principal-in-Charge

Comprehensive Plan | City of Watauga | Principal-in-Charge

Comprehensive Plan | City of Duncanville | Principal-in-Charge

Comprehensive Plan | City of Canyon | Principal-in-Charge

Comprehensive Plan | City of Georgetown | Principal-in-Charge

Comprehensive Plan | City of Lubbock | Principal-in-Charge

Comprehensive Plan Amendment | City of Missouri City | Principal-in-Charge

Comprehensive Plan | City of Bryan | Principal-in-Charge

Comprehensive Plan | City of Mesquite | Senior Advisor

Comprehensive Plan | City of Plano | Senior Advisor

Daniel Harrison AICP

Senior Advisor/Quality Control

Daniel Harrison is a Senior Urban Planner and an experienced Project Manager with long-range planning experience, such as visioning, and current planning experience, such as development codes.

His primary responsibilities include comprehensive planning, current planning, public participation and population projections for a range of client types, including cities, counties and school districts. Daniel is also the creator of FNI's model for developing modern zoning and subdivision ordinances. He creates development regulations that are practical, user-friendly, clear and conducive to quality land development. ***Daniel's extensive comprehensive planning experience provides him with a realistic understanding of implementing a community's vision through development ordinances.***

EXPERIENCE

22 years

EDUCATION

Master of City and Regional Planning, Land Use and Physical Planning, University of Texas at Arlington

MPA, Economic Development and Planning, University of Texas at Arlington

BA, Government, University of Texas at Austin

REGISTRATION

American Institute of Certified Planners, #023037

Select Awards

American Planning Association:

- Public Outreach Award, Cleburne Zoning Ordinance, 2022
- Silver Award for Best Practice, Bois d'Arc Lake Plan and Zoning, 2020
- Planning Achievement Award - Public Outreach, Duncanville Comprehensive Plan, 2019

RELEVANT PROJECT EXPERIENCE

Select List of Comprehensive Plans/Updates

- **City of Allen**
- **City of Andrews**
- **City of Bee Cave**
- **City of Balch Springs**
- **City of Big Spring**
- **City of Brady**
- **City of Bryan**
- **City of Burleson**
- **City of Canton**
- **City of Cedar Hill**
- **City of Cedar Park**
- **City of Center**
- **City of Choctaw**
- **City of Colleyville**
- **City of Copperas Cove**
- **City of DeSoto**
- **City of Fredericksburg**
- **City of Friendswood**
- **City of Frisco**
- **City of Glen Rose**
- **City of Gun Barrel**
- **City of Heath**
- **City of Hudson Oaks**
- **City of Irving**
- **Town of Little Elm**
- **City of Melissa**
- **City of Midwest City**
- **City of Mount Vernon**
- **City of Murphy**
- **City of Oak Point**
- **City of Plano**
- **City of Port Lavaca**
- **City of Portland**
- **City of Quinlan**
- **City of Richland Hills**
- **City of Sealy**
- **Town of Sunnyvale**
- **City of Waxahachie**
- **City of Willow Park**

Select List of Development Regulations

- **City of Balch Springs**
- **City of Brady**
- **City of Buda**
- **City of Celina**
- **City of Corinth**
- **City of DeSoto**
- **Town of Fairview**
- **City of Fredericksburg**
- **City of Frisco**
- **City of Garland**
- **City of Glen Rose**
- **City of Gonzales**
- **City of Haslet**
- **Town of Highland Park**
- **City of Midland**
- **City of New Braunfels**
- **City of Port Arthur**
- **Town of Prosper**
- **City of Red Oak**
- **City of Richland Hills**
- **Town of Sunnyvale**

Other Experience

- **Population Facilities Projections, Argyle ISD**
- **Population and Facilities Projections, Cedar Hill ISD**
- **Mobility Plan, Collin County**

David Jones AICP

Assistant Project Manager (Comprehensive Plan)

David Jones is an Urban Planner with a decade of experience as a municipal planner for both small historic communities and large suburban cities, including serving as a Planning Director.

As the ***former Chief City Planner for the City of Grand Prairie and former Community Development Director of the City of Cleburne***, David was responsible for coordination between citizens and elected officials on all types of planning cases, and also gained extensive experience operating in inter-agency settings with other municipal, county, and state agencies.

EXPERIENCE

14 years

EDUCATION

MPA, Public Administration, The University of Texas at Arlington

BS, Urban Planning and Design, University of Missouri-Kansas City

REGISTRATION

American Institute of Certified Planners #028476

Member of Congress for the New Urbanism

TxDOT Precertification 1.1.1, 1.3.1, 1.4.1, 1.8.1

Select Awards

American Planning Association:

- Gold Award for Best Practice, Bee Cave Unified Development Code, 2023
- Public Outreach Award, Gold, Cleburne Zoning Ordinance, 2022
- Gold Award for Best Practice, Brownsville Master PSA Unified Development Code, 2021

RELEVANT PROJECT EXPERIENCE

Comprehensive Plan Update | City of Granbury | Project Manager

Comprehensive Plan and Parks Master Plan | City of Red Oak | Project Manager

On-Call Planning Services | City of San Angelo | Project Manager

Land Development Code | City of Abiline | Project Manager

Highway 360 Corridor Plan | City of Arlington | Project Manager

South 360 Corridor Plan | City of Grand Prairie | Project Manager

Citywide Housing Analysis | City of Grand Prairie | Project Manager

Hampton Road Corridor Plan | City of DeSoto | Project Manager

On-Call Planning and Development Reviews | City of Gatesville | Project Manager

On-Call Planning Services | Town of Trophy Club | Project Manager

Future Land Use Plan | Town of Little Elm | Assistant Project Manager

Unified Development Code | City of Brownsville | Urban Planner

Comprehensive Plan, Annexation Services, Unified Development Ordinance Update, and Impact Fees | City of Portland | Urban Planner

Development Code Update | City of Las Cruces, NM | Urban Planner

Zoning Ordinance Update | City of Cleburne | Urban Planner

Comprehensive Plan Development | City of Commerce | Urban Planner

Unfied Development Code | City of Bee Cave | Urban Planner

Unified Development Code | City of Georgetown | Urban Planner

Zoning and Subdivision Ordinances | Town of Fairview | Project Manager

Wilson Kerr

Assistant Project Manager (Codes)

Wilson Kerr is an Urban Planner and Economic Developer that joined the FNI Urban Planning + Design Group after more than five years in the public sector and a year as a land use and zoning consultant.

He has both public- and private-sector experience in strategic planning, zoning and entitlements, market and demographic analyses, housing studies and land use planning.

EXPERIENCE

7 years

EDUCATION

Master of City and Regional Planning, Ohio State University

BS, Entrepreneurship, The University of Oklahoma

RELEVANT PROJECT EXPERIENCE

2024 Comprehensive Plan | City of Allen | Project Manager

Comprehensive Plan Development | City of Commerce | Project Manager

Zoning Review and Planning Services | City of Dallas - Parks and Recreation | Project Manager

Unified Development Code and Design Criteria Manual Update | City of Hutto | Assistant Project Manager

Development Code Diagnostic Report | City of Coppell | Assistant Project Manager

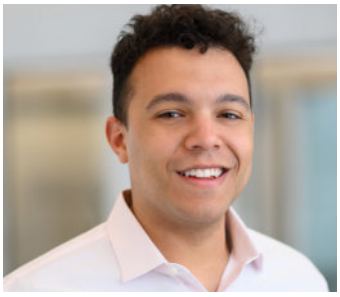
Sign Code Update | City of Cleburne | Urban Planner

Planning and Zoning Review Staff Augmentation | City of Dallas - Planning and Urban Design | Urban Planner

Planning and Development Regulations Update | City of Anna | Urban Planner

Development Regulations | City of Abilene | Urban Planner

Fairview Zoning & Subdivision Ordinances | Town of Fairview | Urban Planner



Rhys Wilson

Project Planner; Codes

Rhys Wilson is an experienced, multifaceted Urban Planner whose services have been utilized in 24 jurisdictions across the nation.

Rhys has extensive expertise in zoning analysis, land use code drafting, researching and urban design. While he brings graphic capabilities and facilitation skills, he mostly prepares land use and zoning regulations for clients focusing on parking, land use classification, use standards, definitions, procedures and development standards.

EXPERIENCE

7 years

EDUCATION

Master of Regional and City Planning, The University of Oklahoma

BA, Political Science and Geography, The University of Oklahoma

RELEVANT PROJECT EXPERIENCE

2024 Comprehensive Plan | City of Allen | Urban Planner

Comprehensive Plan and Unified Development Code| City of McAllen | Urban Planner

Comprehensive Plan Update | Town of Prosper | Assistant Project Manager

Unified Development Code Reform | City of Bella Vista, AR | Urban Planner

Sign Code Update | City of Cleburne | Urban Planner

Unified Development Code Update | City of Edmond, OK | Urban Planner

Fairview Zoning and Subdivision Ordinances | Town of Fairview | Urban Planner

Unified Development Code | City of Georgetown | Urban Planner

Unified Development Code and Design Criteria Manual Update| City of Hutto | Urban Planner

Zoning and Subdivision Regulations Update | Hunt County | Urban Planner

Unified Development Code Update | City of Las Cruces, NM | Urban Planner

Unified Development Code Update | City of Newcastle, OK | Urban Planner

Unified Development Code | City of Shawnee, OK | Urban Planner

Unified Development Ordinance | City of Victoria | Urban Planner

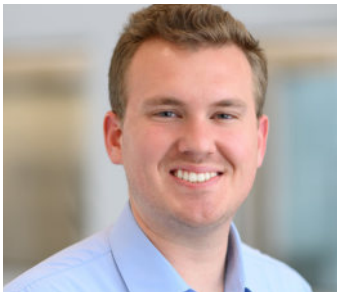
Development Regulations | City of Abiline | Urban Planner

Planning and Development Regulations Update | City of Anna | Urban Planner

Select Awards

American Planning Association:

- Comprehensive Planning Award, Comprehensive Plan and Unified Development Code, City of McAllen, 2023



Connor Roberts

Project Planner; Codes

Connor Roberts is an Urban Planner who has experience working with the general public, commissions and elected officials both as a consultant and municipal employee.

Before joining FNI, Connor served as an Urban Planner with the City of Rowlett, where he implemented zoning ordinances and long-range, comprehensive plans. His experience has instilled an understanding of achievable planning efforts and the importance of public engagement. As a member of the FNI team, Connor's primary roles include project assistance, public outreach, and coordinating various on-call review services provided by the Urban Planning and Design group. His practical approach to planning yields meaningful, implementable plans and ordinances for his clients.

EXPERIENCE

4 years

EDUCATION

BA, Urban Studies and Affairs, The University of Texas at Austin

RELEVANT PROJECT EXPERIENCE

2024 Comprehensive Plan | City of Allen | Urban Planner

Comprehensive Plan Update | City of Midlothian | Urban Planner

Comprehensive Plan Update | Town of Argyle | Assistant Project Manager

Comprehensive Plan | City of Frisco | Urban Planner

Comprehensive Plan Update | City of Granbury | Urban Planner

Comprehensive Plan Update | Town of Prosper | Urban Planner

Comprehensive and Downtown Plan | City of Seguin | Urban Planner

Unified Development Code and Design Criteria Manual Update | City of Hutto | Urban Planner

Unified Development Code | City of Georgetown | Urban Planner

Lake Ralph Hall Comprehensive Plan and Zoning Regulations | Upper Trinity Regional Water District | Urban Planner

Future Land Use Plan | City of Mansfield | Urban Planner

On-Call Engineering and Planning Services | City of Denison | Project Manager

EXPERIENCE

1 year

EDUCATION

BA, Urban Studies and Urban Education, Columbia University

Karen Chavez

Project Planner; Codes

Karen is a motivated and visionary Urban Planner with a strong foundation in urban design, land use planning and community development.

She is equipped with a recent degree in Urban Studies and hands-on experience through internships and collaborative projects. Karen is passionate about creating sustainable, inclusive and vibrant communities by integrating innovative planning strategies and public engagement.

RELEVANT PROJECT EXPERIENCE

Comprehensive Plan Update | Town of Argyle | Urban Planner

Comprehensive Plan Update | City of Longview | Urban Planner

Comprehensive Plan Update | City of Midlothian | Urban Planner

Campus Master Plan | Texas A&M University-Kingsville | Urban Planner

Downtown Plan | City of Brownwood | Urban Planner

Future Land Use Plan | City of Mansfield | Urban Planner

Unified Development Ordinance | City of Bonner Springs, KS | Urban Planner

Subdivision Regulations Update | Tarrant County | Urban Planner

Hazard Mitigation Plan Update | City of Tulsa, OK | Urban Planner

Planning and Development Regulations Update | City of Anna | Urban Planner

Caitlin Admire AICP, LEED® AP, ENV SP

Area Planning; Resilience; Codes

Caitlin Admire has both public- and private-sector experience in landscape architecture, urban design, strategic land planning, zoning and entitlements, higher education campus planning, sustainable design, community resilience and municipal policy.

As both a Designer and Project Manager, her projects span North America and vary in scale, from a few acres to several thousand. She sees urban design as an important piece of the city fabric that, when done right, creates a complex public realm that provides opportunities for people, culture, ideas, commerce and nature to thrive. Caitlin holds multiple certifications related to sustainable design and infrastructure. Her commitment to sustainability was ingrained during her time working for the City of Austin's Office of Sustainability, where she crafted policies and programs related to carbon neutrality, natural systems, green infrastructure, sustainable buildings and landscapes and community resilience.

EXPERIENCE

14 years

EDUCATION

Master of Landscape Architecture, Kansas State University

REGISTRATION

American Institute of Certified Planners #34995

LEED® AP Neighborhood Development #0011279717

Envision Sustainability Professional #42883

RELEVANT PROJECT EXPERIENCE

Rockdale Comprehensive Plan and Parks Plan | City of Rockdale | Project Manager

Comprehensive Plan, Vision and Development Regulations Diagnostic | City of Bulverde | Project Manager

Comprehensive Plan and Parks Plan Update | City of Schertz | Assistant Project Manager

Comprehensive Plan and Downtown Plan | City of Hutto | Assistant Project Manager

Unified Development Code and Design Criteria Manual Update | City of Hutto | Project Manager

Downtown Plan | City of Brownwood | Project Manager

Comprehensive Plan | City of Lockhart | Project Manager

Future Land Use Plan | City of Mansfield | Urban Planner

Campus Master Plan | Texas A&M University-Kingsville | Urban Planner

Comprehensive Plan and Unified Development Code | City of McAllen | Assistant Project Manager

Comprehensive Planning Services | City of Manor | Assistant Project Manager

Select Awards

American Planning Association:

- Comprehensive Planning Award, Comprehensive Plan and Unified Development Code, City of McAllen, 2023

Ryan Slattery ACIP, ENV SP

Resilience; Codes

Ryan Slattery is an experienced Project Manager and Urban Planner with a focus on building equitable resilience for diverse communities.

In addition to comprehensive plans, his experience includes code modernization (construction and infrastructure design), sustainable design, affordable housing, redevelopment, public engagement and strategic planning. Ryan brings experience as community organizer, policy advisor and project manager with positions in both the private and public sectors. Prior to joining FNI, Ryan worked as a resilience planner where he leveraged the disaster recovery process to advance comprehensive resilience strategies. Ryan has worked with federal, state and local agencies with a focus on building future resilience.

EXPERIENCE

11 years

EDUCATION

MArch, Urban and Suburban Design, University of Houston

BA, Government and History, The University of Texas at Austin

REGISTRATION

American Institute of Certified Planners #34501

Envision Sustainability Professional #52836

RELEVANT PROJECT EXPERIENCE

Neighborhood Resilience Plans* | City of Houston | Project Manager

Comprehensive Construction Code Modernization* | City of Houston | Project Manager

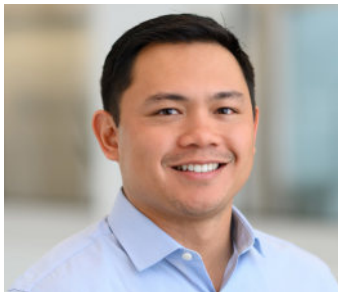
LEED for Cities and Communities Certification (Gold)* | City of Houston | Project Manager

Standardized Infrastructure Resilience Assessments* | Harris County | Program Manager

Flood Resilience Plan Framework* | Harris County | Program Manager

Project Prioritization Framework* | Harris County | Program Manager

*Prior to joining FNI



Christopher Sison

Project Planner; Area Planning

Christopher Sison is a Landscape Designer and Planner with design experience in master-planned communities, parks, streetscapes and commercial landscapes.

He has helped advance projects from their initial concept through construction documentation. Prior to joining FNI, Chris worked for a landscape architecture practice in Southern California where he learned to adapt to new developments and practices in water conservation and landscape design. He is dedicated to providing solutions at all scales and phases of development to promote resilient and equitable communities.

EXPERIENCE

8 years

EDUCATION

Master of Landscape Architecture, University of Southern California

BS, Urban Planning, Arizona State University

RELEVANT PROJECT EXPERIENCE

Tyler Junior College Facilities Master Plan | Tyler Junior College | Urban Planner

Comprehensive Plan | City of Pflugerville | Urban Planner

Comprehensive and Downtown Plan | City of Seguin | Urban Planner

Comprehensive Plan | City of Wylie | Urban Planner

Development Code | City of Las Cruces, NM | Urban Planner

360 Corridor Plan | City of Arlington | Urban Planner

Hampton Corridor Plan | City of Desoto | Urban Planner

Hunt County Subdivsion and Zoning | Hunt County | Urban Planner

Mobberly Complete Street | City of Longview | Urban Planner

Comprehensive Plan | City of Pflugerville | Urban Planner

Comprehensive Plan and Unified Development Code | City of McAllen | Urban Planner

Comprehensive and Downtown Plan | City of Hutto | Urban Planner

Downtown Master Plan | City of Canyon | Urban Planner

Zoning Code and Subdivision Regulations Update | City of Canyon | Urban Planner

Comprehensive Plan Update | Town of Argyle | Urban Planner

2024 Comprehensive Plan | City of Allen | Urban Planner

Select Awards
American Planning Association:

- Comprehensive Planning Award, Comprehensive Plan and Unified Development Code, City of McAllen, 2023

Shad Comeaux AICP

Campus Planning Alignment

Shad Comeaux is an FNI Vice President/Principal and an Urban Planner. Additionally, he leads the urban planning efforts in the Western Gulf Coast Division.

Shad has led a variety of planning projects, including small-area/downtown plans, comprehensive plans and campus master plans. He has applicable experience in zoning, future land use and redevelopment. His passion for client service leads him to provide open communication, timely responsiveness and efficient project delivery. Shad's experience with community and stakeholder involvement allows him to address specific needs and concerns of clients, while also building consensus among citizens. His experience with assisting communities and institutions through visioning, goal-setting and priority recommendations has allowed him to develop and utilize a variety of techniques to gather information during any stage of the planning process.

As a former municipal planner, Shad has unique insight into challenges and opportunities that lead to plans based in reality, with achievable implementation strategies.

EXPERIENCE

24 years

EDUCATION

Master of City and Regional Planning, Planning, The University of Texas at Arlington

Bachelor of Environmental Design, Architecture, Texas A&M University

REGISTRATION

Fellow, American Institute of Certified Planners #018886

Select Awards

American Planning Association:

- Gold Award for Public Outreach, Area Development Plans City of Corpus Christi, 2021
- Planning Achievement Award - Gold, Comprehensive Plan Update, 2019
- Honorable Mention, Comprehensive Plan Update, City of Seabrook, 2017
- Long Range Planning Award, Downtown Plan, City of Port Arthur, 2016

RELEVANT PROJECT EXPERIENCE

Facilities Master Plan | Tyler Junior College | Project Manager

Area Development Plans | City of Tyler | Urban Planner

Comprehensive Plan Update | City of Midlothian | Project Manager

Comprehensive Plan Update | City of Duncanville | Project Manager

Comprehensive Plan | City of Stafford | Project Manager

Comprehensive Plan and Parks Plan Update | City of Schertz | Project Manager

Campus Master Plan | Texas Wesleyan University | Assistant Project Manager

Campus Master Plan | Sul Ross University | Project Manager

Campus Master Plan | Lamar Institute of Technology | Urban Planner

Campus Master Plan | South Texas College District | Urban Planner

Campus Master Plan | Tarleton State University | Urban Planner

Various Planning Projects, Tarrant County College District | Urban Planner

Revitalization Plan for Cavile Place and Surrounding Neighborhood | Fort Worth Housing Authority-City of Fort Worth | Urban Planner

Urban Villages for Southeast Fort Worth | City of Fort Worth | Urban Planner

Brian Crooks AICP

Transportation Plan

Brian Crooks is a Transportation Planner with experience in the public and private sectors throughout the U.S.

His expertise is diverse and includes MPO planning, travel demand modeling, transportation planning GIS, demographic analysis, light rail planning, public involvement, people mover systems, micro-mobility planning, bicycle-pedestrian planning, impact fee development, corridor planning, regional planning, thoroughfare planning, city transportation planning and roadway safety planning.

EXPERIENCE

20 years

EDUCATION

Master of Urban Planning, McGill University

BA, History, Simon Fraser University

Diploma in Forestry, Vancouver Island University

REGISTRATION

American Institute of Certified Planners #32843

RELEVANT PROJECT EXPERIENCE

Thoroughfare Update | City of Terrell | Project Manager

Thoroughfare Plan Update | City of Rockwall | Project Manager

Long-Range Transportation Plan | City of Longview | Transportation Planner

Water, Wastewater and Roadway Master Plan and Impact Fee Update | City of Lancaster | Transportation Planner

Transportation Plan | City of Kilgore | Transportation Planner

County Thoroughfare Plan | Hunt County | Project Manager

Thoroughfare Plan Review and Update | Ellis County | Transportation Planner

Harry Hines Boulevard Transportation Master Plan | North Central Texas Council of Governments-Transportation | Transportation Planner

On-Call Thoroughfare Plan Administration Services | Denton County | Assistant Project Manager

Comprehensive Plan | City of Plano | Transportation Planner

Comprehensive Plan | City of Pflugerville | Transportation Planner

Comprehensive Planning Services | City of Manor | Transportation Planner

Comprehensive Plan Update | City of Granbury | Transportation Planner

Comprehensive Plan | City of Red Oak | Transportation Planner

County Thoroughfare Plan | Johnson County | Assistant Project Manager

Select Awards

American Planning Association:

- Silver Award for Transportation, Bergstrom Spur Rail to Trail Corridor Study, Capital Area Metropolitan Planning Organization, 2021

Edmond Haas AICP

Transportation Plan

Edmund Haas serves as FNI's Transportation Planning Group Manager.

His transportation planning experience includes city and county thoroughfare planning, corridor planning, transportation environmental documentation (DEIS, PEL, MIS and EA), implementation of roadway impact fee systems, traffic impact studies, site access and circulation studies, parking demand studies and demographic/ spatial analyses using GIS applications. His urban planning experience involves the preparation of policy-oriented comprehensive and growth strategy plans. Eddie has successfully prepared and managed planning studies and represented projects on behalf of clients in public meetings. He has strong project management, organizational and communication skills with an emphasis on consensus building. Eddie's community commitment includes more than 12 years of service on the City of Coppell's Planning and Zoning Commission, where he lives.

EXPERIENCE

35 years

EDUCATION

Master of Urban Planning, Urban Planning, Texas A&M University

BS, Construction Science, Texas A&M University

REGISTRATION

American Institute of Certified Planners #012890

Select Awards

American Planning Association:

- Silver Award for Transportation, Bergstrom Spur Rail to Trail Corridor Study, Capital Area Metropolitan Planning Organization, 2021
- Gold Award for Transportation Planning, Transportation Plan, City of North Richland Hills, 2020
- Comprehensive Planning Award, Envision Odessa Comprehensive Plan Update, City of Odessa, 2016

RELEVANT PROJECT EXPERIENCE

Comprehensive Plan | City of Longview | Transportation Planner

Long-Range Transportation Plan | City of Longview | Project Manager

Comprehenisve Plan | City of Lockhart | Transportation Planner

Comprehensive Plan | City of Odessa | Project Manager

Comprehensive Plan | City of Plano | Transportation Planner

Comprehensive Plan | Town of Prosper | Project Manager

Comprehensive Plan | City of Waxahachie | Transporation Planner

General Planning Consulting Services | Capital Area Metropolitan Planning Organization | Assistant Project Manager

Thoroughfare Plan | Cooke County | Project Manager

Thoroughfare Plan Update | Denton County | Project Manager

Thoroughfare Plan Review and Update | Ellis County | Project Manager

Transportation Plan Update | City of Garland | Project Manager

Master Thoroughfare Plan Update | City of Fort Worth | Project Manager

Comprehensive Plan, Annexation Services, Unified Development Ordinance Update, and Impact Fees | City of Portland | Transportation Planner

SH 191 Corridor Study / Management Plan | Permian Basin MPO | Project Manager

Mark Priestner

Codes

Mark brings decades of planning experience in the Tyler area for private and public sector clients. His background provides a unique perspective on how municipal regulations affect private development and how to craft ordinances to promote growth.

Municipal clients include the Cities of Tyler, Kilgore, Chandler, Bullard, Jacksonville, Palestine, White Oak, and Crockett. Municipal services range from zoning and subdivision consulting, and site and area development plans to full comprehensive plans. Private sector planning projects range from due diligence to full development plans, including residential, mixed-use, and commercial projects. Mark has assisted in organizing public meetings and corresponding with stakeholders.

EXPERIENCE

24 years

EDUCATION

Bachelor of Arts, Urban and Regional Planning,
Texas State University

RELEVANT PROJECT EXPERIENCE

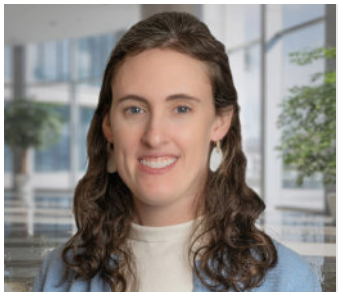
Tyler21 Comprehensive Plan | City of Tyler | Served as a subconsultant to Goody Clancy on Tyler's 18-month Comprehensive Plan. Planning Concepts was tasked with the downtown portion, parks, recreation and open space, and facilitating public input. Tyler 21 was followed by an extensive update to the development code.

Lake Tyler Master Plan | City of Tyler | Project Manager*
The Lake Tyler Master Plan was a comprehensive look at all properties around Lake Tyler and Lake Tyler East owned or controlled by the City of Tyler. The plan looked at residential development, commercial and marina development, and recreational opportunities. The goal of the plan was to develop strategies to protect water quality while promoting use and enjoyment of the two lakes.

Kilgore Comprehensive Plan | City of Kilgore | Project Manager*
Completed a 12-month comprehensive planning process that included future land use, master street plan, parks and open space, housing, downtown, annexation, utilities, and infrastructure. The process included innovative public input opportunities and was completed on time and within budget. At the request of the City Council, a complete rewrite of the development related codes followed the Comprehensive Plan.

Pollard Park Rehabilitation | City of Tyler | Public Involvement Coordinator
Provided a preliminary park master plan, which revitalizes existing park features, adds necessary amenities, and re-imagines certain areas and aspects of the park in an effort to refresh this well-used neighborhood park.

*Prior to joining Halff



Kendall Howard AICP

Area Planning

Kendall manages the planning team in the Richardson office and serves as Project Manager for planning projects including comprehensive plans, park and recreation system master plans, special area plans, trail and bikeway master plans, and grant writing for communities.

Kendall has experience in community, parks, and transportation planning in Texas, Oklahoma, and New Mexico communities, and has worked at Halff since 2016. Prior to joining Halff, Kendall worked at the North Central Texas Council of Governments focusing on development of the long-range transportation plan for the Dallas-Fort Worth region.

EXPERIENCE

13 years

EDUCATION

Master of City & Regional Planning, University of Texas at Arlington

Bachelor of Arts, History & Urban Studies, University of Texas at Austin

REGISTRATION

American Institute of Certified Planners, Texas No. 027486

RELEVANT PROJECT EXPERIENCE

Forward Fate Comprehensive Plan | City of Fate | Project Manager
Responsible for client coordination, internal and external team management, and development/review of materials. As one of the fastest growing cities in the Metroplex, the City of Fate sought a new comprehensive plan that would be grounded in fiscal resiliency and incorporate Strong Town principles as they evaluate future development opportunities.

Northlake Next Comprehensive Plan | Town of Northlake | Project Manager
Responsible for client coordination, internal and external team management, and development/review of materials. Northlake is a rapidly growing community in the northwestern part of the DFW Metroplex and sought an update to their community blueprint. Kendall also led the development of a small area plan for a new Town Center for the community.

Picture Wilmer 2040 Comprehensive Plan | City of Wilmer | Project Manager
Responsible for client coordination, internal and external team management, and development/review of materials. Wilmer is a community in southern Dallas County that has experienced significant industrial growth but lacks the residential and commercial growth the community desires. The Halff team utilized a scenario modeling approach to determine the benefits and trade-offs of growth and redevelopment patterns in the future. Kendall also worked with the community to develop a complementary vision plan and corridor study for downtown Wilmer.

Lewisville Healthy Infrastructure Plan | City of Lewisville | Project Manager
Responsible for client coordination, internal and external team management, and development/review of materials for the innovative parks system plan update for the City of Lewisville. An equity index was created to determine where there are concentrations of potentially underserved residents and was used to inform the prioritization of park, recreation, and open space recommendations.

Select Awards

- Texas APA Planning Excellence Award Environmental Planning, Lewisville Healthy Infrastructure Plan (2023)
- Texas APA Community of the Year, City of Fate (2022)

Brad Johnson

Area Planning

Brad has 17 years of experience in planning and urban design in the private and public sectors, including work on special area plans, citywide plans, site planning, public realm design, zoning, urban design guidelines, development review, design review systems, environmental review and historic preservation.

His versatile skillset uniquely qualifies him to oversee complex, multi-disciplinary planning and design projects. Prior to joining Halff, Brad served as Principal Planner for the City and County of Denver, Colorado, which allows him to understand the challenges you face in balancing the objectives of stakeholders, Council and internal partners. Brad has also worked on and led numerous planning and regulatory efforts for unique subareas within cities. Contexts have included downtowns, corridors, transit station areas, campuses, greenfield areas and more.

EXPERIENCE

17 years

EDUCATION

Graduate Certificate in Urban Design, University of Pennsylvania

Master of Arts-Urban and Regional Planning, University of Iowa

Bachelor of Science-Geography, Texas A&M University

RELEVANT PROJECT EXPERIENCE

City of Azle Comprehensive and Downtown Plan | City of Azle | Project Manager
Responsible for policies, design, and implementation tasks to chart a path for the City of Azle over the next 20 years. This project updates the City's comprehensive plan through a thoughtful community engagement process. The project will result in a new land use plan, throughfare plan, downtown-specific plan element and parks and recreation master plan update.

City of Richland Hills Comprehensive Plan | City of Richland Hills | Strategic Urban Design Advisor
Responsible for the strategic oversight related to urban design on this project to update Richland Hills' comprehensive plan in a manner that shifts focus to redevelopment. With the City largely built out, decision makers and staff wished to amend the comprehensive plan to speak more to redevelopment scenarios. The effort will focus around providing clear guidance for regulatory changes that result in design excellence, sensitivity to context, and economic benefit. The effort includes analysis of two catalyst sites to test and inform policies under consideration in the process. Given the small size of Richland Hills and focus on redevelopment, Halff is taking an context-based, area plan approach to this citywide plan. This includes developing tailored land use, design and mobility recommendations for varying corridors and residential neighborhoods.

Hampton Road Character Code | City of DeSoto | Project Manager
Responsible for creating character-driven zoning districts for properties along and nearby a one-mile stretch of the Hampton Road corridor in DeSoto, Texas. Five new zoning districts prioritize placemaking and pedestrian-oriented streets. The resulting development of this area will establish a new walkable, mixed use corridor that serves as destination for DeSoto residents and others around the region.

Travis James MBA

Economic Development

Travis James brings extensive experience in economic analysis, strategic planning, tax increment financing and public policy development. He leads TXP's efforts in land use planning, economic impact analysis, and tax revenue forecasting.

Travis has conducted over 200 economic and tax revenue impact studies for projects throughout the United States. He also specializes in sub-regional analysis that requires blending economic analysis, land planning, GIS tools, and long-term forecasting. Travis also serves as the economist on retainer for several Texas cities. Travis also spent five years as a project manager at a national economic development consulting firm, where he worked on numerous studies throughout the U.S.

EXPERIENCE

27 years total

EDUCATION

MBA, St. Edward's University

BA, Economics, University of Texas at Austin

BS, Computer Science, Texas State University

Select Awards

- American Planning Association - Pflugerville APA-TX Award, 2022

RELEVANT PROJECT EXPERIENCE

Downtown Master Plan and Tax Increment Reinvestment Zone | City of Victoria | Economic Development
As a subconsultant to FNI, TXP was the firm responsible for economic development issues, a market assessment, and the financial analysis. In collaboration with FNI, TXP identified retail, commercial, residential, and tourism opportunities. After the City adopted the Downtown Masterplan, TXP was reengaged to help implement a downtown tax increment reinvestment zone. The City formally adopted its first TIRZ in December 2021. Other local taxing entities are in the process of joining the TIRZ to help fund the strategies and recommendations in the masterplan.

Underground Conversion of Overhead Utilities on the Broadway Street Corridor | City of San Antonio | Economic Development
Broadway Street is a vital north-south corridor connecting Downtown San Antonio with urban neighborhoods to the north. The Broadway Street Corridor project will reconstruct approximately 3.1 miles of the corridor into a complete street that is pedestrian- bicycle- and transit-friendly. TXP was retained by the City to estimate the fiscal impact of converting utilities from overhead to underground for the Upper Segment Phase I of the Broadway Street Corridor. TXP and its subconsultant examined real estate projects in the surrounding area built over the past 10-15 years, interviewed local developers, reviewed academic literature, and identified potential redevelopment of parcels along the corridor. Based on TXP's analysis, the San Antonio Midtown TIRZ approved paying for these improvements with TIRZ funds in December 2021.

Economic Development, Tourism and the Cultural Arts | Texas Cultural Trust | Economic Development
Since 2008, TXP has been engaged every two years to measure and quantify the economic and tax impact on the cultural arts on Texas. TXP's analysis and findings are included in the Texas Cultural Trust's State of the Arts Report. In addition, TXP has been hired to examine the importance and measure the impact of Texas Commission on the Arts Cultural District funding in diverse cities across Texas including Abilene, El Paso, Houston, Fort Worth and Lubbock.

Budget and Fee Schedule

The Request for Proposal provided limited guidance regarding scope and level of effort. As a result, the estimate below is broad and makes several unspecified assumptions, and also serves to demonstrate the capacity of our strong multi-firm team to deliver an innovative, award-winning combination of planning services to a significant level of project detail and delivery. This proposal is not written in a way to constitute a contractual scope of services and fee, as we recommend detailed scoping following selection to ensure the ultimate contract best meets the needs of the City of Tyler. All three firms forming our partnership share a unified perspective regarding client relationships, focusing on the needs and culture of the client to deliver the best possible client service. We look forward to developing a detailed project scope, approach and budget that takes your community to the next level.

Project Management and Quality Control/Assurance	**$40,000**	**5%**
Internal/External Meetings, Community Engagement, Online Engagement	**$150,000**	**20%**
includes advisory committee meetings, biweekly client meetings, biweekly internal meetings, necessary internal/external kickoff meetings, interactive project website with associated features/virtual engagement, community events in various formats, meeting-in-a-box kits for jurisdictional support		
Preparation of Comprehensive Plan, Including Up To Two Area Plans	**$300,000**	**41%**
includes snapshot assessment, vision/goals/principles establishment, future land use/development and growth management, economic development and fiscal resilience, transportation/mobility policy, community character and health, housing and neighborhoods, and an implementation program.		
Preparation of a Unified Development Code	**$250,000**	**34%**
includes preparation of a code diagnostic report, drafting of code in a modulized approach, draft consolidation and three anticipated full draft revisions		
Added-Value Recommended Items/Betterment	**$0**	**0%**
An estimated fee is not provided, but our local knowledge of the City of Tyler and its planning efforts has prompted our partnership to recommend the following: - Parks, Recreation and Open Space Plan (nearing expiration under TPWD) - Consideration of additional area plans		
Total Estimated Fee	**$740,000**	

References from Similar Projects

CITY OF MCALLEN

Edgar Garcia
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edgar.garcia@mcallen.net

CITY OF GEORGETOWN

Sofia Nelson
Planning Director
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sofia.nelson@georgetown.org

CITY OF SEGUIN

Pamela Centeno
Director of Planning/Codes
830-386-2505
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CITY OF MANSFIELD

Matt Jones
Assistant City Manager
- Strategic Initiatives and
Performance Management
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CITY OF PLANO

Doug McDonald, AICP
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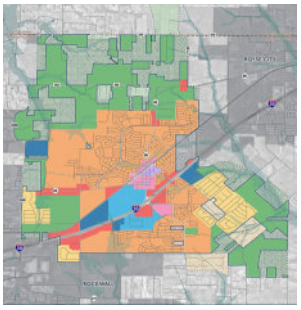

CITY OF FATE

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halff

CITY OF LONGVIEW

Ingrid Self
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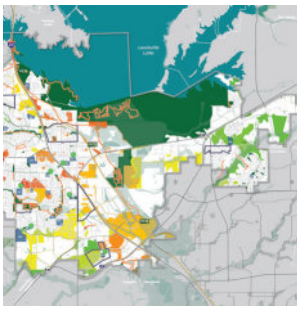

CITY OF LEWISVILLE

Stacie Anaya
Director Parks and Recreation
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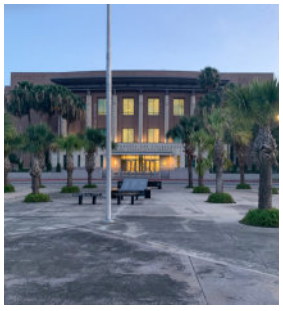
halff



CITY OF BROWNSVILLE

Helen Ramirez, AICP
City Manager
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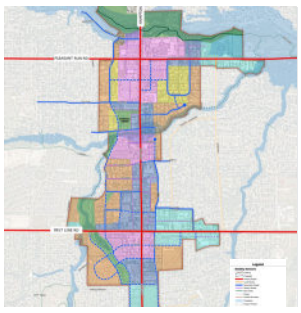

CITY OF DESOTO

Matt Carlson
Chief Executive Officer
972-230-7309
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halff

Mission

Innovative approaches

Practical results

Outstanding service

Vision

Be the firm of choice for clients and employees

LEADS Values

Learn continuously

Engage as family

Act with integrity

Deliver quality

Serve always

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CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-26

Date: September 25, 2024

Subject: Request that the City Council consider authorizing the City Manager, on behalf of the Tyler Police Department, to sign an Interlocal Agreement with Smith County so the sheriff's department can make application for and accept Edward Byrne Memorial Justice Assistance Grant (JAG) funding for FY 2024.

Item Reference:

Each year, the United States Department of Justice, through The Bureau of Justice Assistance and Office of Justice Programs, makes funding available to local jurisdictions to offset costs associated with the arrest, prosecution, and incarceration of offenders. This funding is administered through the Edward Byrne Memorial Justice Assistance Grant (JAG) program. Due to JAG funding guidelines, the Smith County Sheriff's Office must apply for this grant on behalf of the county and the city. An Interlocal Agreement is required between the entities, and the City of Tyler's portion of the grant is anticipated to be $28,801.50, which is 50% of the allotted grant funds. There is no cash match required.

If approved, program funds received by the Tyler Police Department from the FY2024 JAG grant will be used to purchase:

â€¢ Law enforcement tactical breaching tools.
â€¢ Law enforcement traffic control and traffic enforcement equipment.
â€¢ Law enforcement digital cameras for crime scene processing and photography

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager, on behalf of the Tyler Police Department, to sign an Interlocal Agreement with Smith County so the Sheriff's Department can make an application for and accept the Edward Byrne Memorial Justice Assistance Grant funding for FY2024. All grant funding will be utilized to purchase equipment for the Tyler Police Department.

Attachments:
2024 JAG Agreement
local-jag-ce-certification
jag-local-allocations-TX

Drafted/Recommended By:
Department Leader Jimmy Toler, Chief of Police

Edited/Submitted By:
City Manager

THE STATE OF TEXAS

KNOW ALL BY THESE PRESENT

COUNTY OF SMITH

INTERLOCAL AGREEMENT
BETWEEN THE CITY OF TYLER, TEXAS AND SMITH COUNTY, TEXAS

2024 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this ____ day of _____, 2024, by and between the COUNTY of SMITH, acting by and through its governing body, the Commissioners Court, hereinafter referred to as COUNTY, and the CITY of TYLER, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Smith County, State of Texas, witnesseth:

WHEREAS, this Agreement is made under the authority of Chapter 791 of the Texas Government Code; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, as disparate jurisdictions, the COUNTY agrees to provide the CITY a 50% portion from the total 2024 JAG award program allocation of $57,603.00 (50% is $28,801.50); and

WHEREAS, the COUNTY and CITY believe it to be in their best interests to reallocate the 2024 JAG funds.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

The COUNTY agrees to pay the CITY a total of $28,801.50 of the 2024 JAG funds.

Section 2.

The CITY agrees to use $28,801.50 for the 2024 JAG Program until the designated deadline date of the grant program.

Section 3.

Nothing in this Agreement or in its performance shall impose any liability for claims against the COUNTY.

Section 4.

Nothing in this Agreement or in its performance shall impose any liability for claims against the CITY.

Section 5.

Each party to this Agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 6.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 7.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

Signed this the _____ day of _____, 2024 by SMITH COUNTY

_____ _____

Neal Franklin
County Judge

Assistant District Attorney

Signed this the _____ day of _____, 2024 by the CITY of TYLER

_____ _____

Edward Broussard
City Manager

City Attorney

ATTEST:

_____

City Clerk

*By law, the District Attorney's Office may advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our view of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Edward Byrne Memorial Justice Assistance Grant Program FY 2024 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2024 Edward Byrne Memorial Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.

2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (*e.g.*, city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.

4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.

5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.

6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.

7. If the applicant named below is not the unit of local government itself, I certify that it is an instrumentality of the unit of local government and is approved to serve as the applicant and recipient of FY 2024 JAG funding on behalf of the unit of local government.

Signature of Chief Executive of the Applicant Unit of Local Government	Date of Certification
Printed Name of Chief Executive	Title of Chief Executive
Name of Applicant Unit of Local Government	

2024 Texas Local JAG Allocations

Listed below are all jurisdictions in the state that are eligible for FY 2024 JAG funding, as determined by the JAG formula. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the JAG Technical report here: https://bjs.ojp.gov/library/publications/justice-assistance-grant-jag-program-2022 and current JAG Frequently Asked Questions here: https://bja.ojp.gov/program/jag/frequently-asked-questions.

Finding your jurisdiction:
(1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county.
(2) Direct allocations are listed alphabetically below the shaded, disparate groupings.
(3) Counties that have an asterisk (*) under the "Direct Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: https://www.bja.gov/Funding/JAGMOU.pdf. Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU.

State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
TX	ANGELINA COUNTY	County	*	
TX	LUFKIN CITY	Municipal	$15,520	$15,520
TX	BELL COUNTY	County	*	
TX	KILLEEN CITY	Municipal	$65,625	
TX	TEMPLE CITY	Municipal	$19,610	$85,235
TX	BEXAR COUNTY	County	$57,377	
TX	SAN ANTONIO CITY	Municipal	$816,563	$873,940
TX	BOWIE COUNTY	County	*	
TX	TEXARKANA CITY	Municipal	$13,316	$13,316
TX	BRAZOS COUNTY	County	*	
TX	BRYAN CITY	Municipal	$26,950	
TX	COLLEGE STATION CITY	Municipal	$16,906	$43,856
TX	CAMERON COUNTY	County	$17,452	
TX	BROWNSVILLE CITY	Municipal	$52,309	$69,761
TX	COLLIN COUNTY	County	*	
TX	FRISCO CITY	Municipal	$14,566	
TX	MCKINNEY CITY	Municipal	$18,224	
TX	PLANO CITY	Municipal	$31,722	$64,512
TX	COMAL COUNTY	County	*	
TX	NEW BRAUNFELS CITY	Municipal	$15,497	$15,497
TX	DALLAS COUNTY	County	*	
TX	BALCH SPRINGS CITY	Municipal	$10,703	
TX	CARROLLTON CITY	Municipal	$15,884	
TX	DALLAS CITY	Municipal	$766,798	
TX	DESOTO CITY	Municipal	$12,453	
TX	DUNCANVILLE CITY	Municipal	$10,043	
TX	GARLAND CITY	Municipal	$43,901	
TX	GRAND PRAIRIE CITY	Municipal	$30,676	
TX	IRVING CITY	Municipal	$55,922	
TX	LANCASTER CITY	Municipal	$15,679	
TX	MESQUITE CITY	Municipal	$46,560	

TX	RICHARDSON CITY	Municipal	$12,112	$1,020,731
TX	DENTON COUNTY	County	*	
TX	DENTON CITY	Municipal	$29,472	
TX	LEWISVILLE CITY	Municipal	$22,314	
TX	THE COLONY CITY	Municipal	$10,748	$62,534
TX	ECTOR COUNTY	County	*	
TX	ODESSA CITY	Municipal	$51,354	$51,354
TX	EL PASO COUNTY	County	$22,337	
TX	EL PASO CITY	Municipal	$141,339	$163,676
TX	GALVESTON COUNTY	County	$10,112	
TX	GALVESTON CITY	Municipal	$20,497	$30,609
TX	GRAYSON COUNTY	County	*	
TX	SHERMAN CITY	Municipal	$12,589	$12,589
TX	GREGG COUNTY	County	*	
TX	LONGVIEW CITY	Municipal	$21,110	$21,110
TX	HARRIS COUNTY	County	$633,526	
TX	HOUSTON CITY	Municipal	$1,938,709	$2,572,235
TX	HAYS COUNTY	County	$11,930	
TX	SAN MARCOS CITY	Municipal	$25,586	$37,516
TX	HOWARD COUNTY	County	*	
TX	BIG SPRING CITY	Municipal	$11,680	$11,680
TX	JEFFERSON COUNTY	County	*	
TX	BEAUMONT CITY	Municipal	$88,326	
TX	PORT ARTHUR CITY	Municipal	$29,086	$117,412
TX	LAMAR COUNTY	County	*	
TX	PARIS CITY	Municipal	$15,156	$15,156
TX	LUBBOCK COUNTY	County	*	
TX	LUBBOCK CITY	Municipal	$195,216	$195,216
TX	MCLENNAN COUNTY	County	*	
TX	WACO CITY	Municipal	$65,670	$65,670
TX	MIDLAND COUNTY	County	*	
TX	MIDLAND CITY	Municipal	$40,515	$40,515
TX	NUECES COUNTY	County	*	
TX	CORPUS CHRISTI CITY	Municipal	$186,309	$186,309
TX	POTTER COUNTY	County	*	
TX	AMARILLO CITY	Municipal	$108,276	$108,276
TX	SMITH COUNTY	County	$22,564	
TX	TYLER CITY	Municipal	$35,039	$57,603
TX	TARRANT COUNTY	County	$10,021	
TX	ARLINGTON CITY	Municipal	$155,927	

TX	FORT WORTH CITY	Municipal	$353,598	$519,546
TX	TAYLOR COUNTY	County	*	
TX	ABILENE CITY	Municipal	$39,448	$39,448
TX	TOM GREEN COUNTY	County	*	
TX	SAN ANGELO CITY	Municipal	$24,405	$24,405
TX	TRAVIS COUNTY	County	$55,354	
TX	AUSTIN CITY	Municipal	$342,941	$398,295
TX	VICTORIA COUNTY	County	*	
TX	VICTORIA CITY	Municipal	$21,428	$21,428
TX	WALKER COUNTY	County	*	
TX	HUNTSVILLE CITY	Municipal	$14,043	$14,043
TX	WEBB COUNTY	County	*	
TX	LAREDO CITY	Municipal	$57,467	$57,467
TX	WICHITA COUNTY	County	*	
TX	WICHITA FALLS CITY	Municipal	$34,017	$34,017
TX	BASTROP COUNTY	County	$17,588	
TX	BAYTOWN CITY	Municipal	$22,428	
TX	BRAZORIA COUNTY	County	$16,156	
TX	CONROE CITY	Municipal	$16,179	
TX	DONNA CITY	Municipal	$14,179	
TX	EDINBURG CITY	Municipal	$23,655	
TX	FORT BEND COUNTY	County	$66,670	
TX	HARLINGEN CITY	Municipal	$17,929	
TX	HIDALGO COUNTY	County	$36,403	
TX	HUMBLE CITY	Municipal	$11,680	
TX	HUNT COUNTY	County	$24,996	
TX	JOHNSON COUNTY	County	$12,271	
TX	LIBERTY COUNTY	County	$13,247	
TX	MCALLEN CITY	Municipal	$15,270	
TX	MISSION CITY	Municipal	$12,134	
TX	MONTGOMERY COUNTY	County	$65,171	
TX	NORTH RICHLAND HILLS CITY	Municipal	$10,430	
TX	PASADENA CITY	Municipal	$63,148	
TX	PHARR CITY	Municipal	$18,633	
TX	ROUND ROCK CITY	Municipal	$13,816	
TX	SAN BENITO CITY	Municipal	$10,930	
TX	TEXAS CITY CITY	Municipal	$12,657	
TX	WESLACO CITY	Municipal	$10,885	
TX	WILLIAMSON COUNTY	County	$11,998	
	Local total		**$7,598,930**	

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-27

Date: September 25, 2024

Subject: Request that the City Council consider authorizing the City Manager to approve the use of Analytical Environmental Lab, of Tyler, TX, SPL, Inc. of Dallas, TX and Lower Colorado River Authority Environmental Laboratory Services of Austin, TX as sole sources for certain testing services during Fiscal Year 2024-2025.

Item Reference:

Tyler Water Utilities (TWU) submits numerous samples on a weekly basis to labs for water quality testing required by the TCEQ and EPA and for internal use as quality control. Three of these labs are Analytical Environmental Laboratories (AEL) of Tyler, TX, SPL, Inc. of Dallas, TX, and Lower Colorado River Authority (LCRA) Environmental Laboratory Services of Austin, TX. AEL is utilized for TWUâ€™s rigorous Geosmin and MIB (taste and odor compounds) sampling and analysis program because they are the only local lab able to run these complicated analyses. TWU also uses AEL as a sole source because of their ability to provide fast turnaround on our internal disinfection by product sampling and analysis. This allows TWU to make timely and necessary adjustments to our treatment process and the water quality maintenance program in our distribution system.

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to utilize various vendors as sole source for sampling and analysis during Fiscal Year 2024-2025.

Attachments:
Lab Provider table

Drafted/Recommended By:
Department Leader Pam Lee/Kate Dietz

Edited/Submitted By:
City Manager

Vendor	Description of Items	Sole Source	Estimated Annual Expenditures
Analytical Environmental Laboratories	Analytical Testing on Geosmin/MIB and DBPs	X	$50,000.00
SPL	Monthly Water Treatment Plant Analyses	X	$50,000.00
Lower Colorado River Authority Environmental Laboratory Services	Quarterly TCEQ Disinfection Byproduct Monitoring	X	$20,000.00

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-28

Date: September 25, 2024

Subject: Request that the City Council consider awarding sealed bids opened August 7, 2024, to the referenced bidders for the annual price agreements and for the purchase of various water and wastewater treatment chemicals for the fiscal year October 1, 2024, through September 30, 2025.

Item Reference:

On August 7, 2024, sealed bids for bid number 24-057 were received and opened from one potential provider of liquid oxygen. Airgas LLC of Tyler, Texas, submitted the lowest responsible bidder for this product.

On August 7, 2024, sealed bids for bid number 24-058 were received and opened from one potential provider of hydrated quicklime. Lhoist North America of Texas LLC of Chicago, Illinois, submitted the lowest responsible bidder for this product.

On August 7, 2024, sealed bids for bid number 24-059 were received and opened from one potential provider of fluorosilicic acid (fluoride). Pencco, Inc. of San Filipe, Texas submitted the sole responsible bid for this product.

On August 7, 2024, sealed bids for bid number 24-060 were received and opened from two potential providers of anhydrous ammonia. Airgas Specialty Products, Inc. of Lawrenceville, Georgia, was the lowest responsible bidder for this product. Tanner Industries, Inc. of South Hampton, PA, submitted the second lowest bid and will be the secondary vendor for anhydrous ammonia.

On August 7, 2024, sealed bids for bid number 24-061 were received and opened from two potential providers of 1-ton chlorine cylinder. Brenntag Southwest, Inc. of Dallas, Texas was the lowest responsible bidder for this product. PVS DX, Inc. of Dallas Texas submitted the second lowest bid and will be the secondary vendor for 1-ton chlorine cylinder.

On August 7, 2024, sealed bids for bid number 24-062 were received and opened from four potential providers of liquid aluminum sulfate (alum). Chameleon Industries, Inc. of Mesquite, Texas was the lowest responsible bidder for this product and will be the primary vendor. Chemtrade Chemicals of Pasippany, New Jersey, submitted the second lowest bid and will be the secondary vendor for this product.

On August 7, 2024, sealed bids for bid number 24-063 were received and opened from three potential providers of magnesium hydroxide. Inland Environmental Resources, Inc., of Spokane, Washington, was the lowest responsible bidder for this product and will be the primary vendor. Garrison Minerals, LLC of Wheat Ridge, Colorado, submitted the second lowest bid and will be the secondary vendor for this product.

On August 7, 2024, sealed bids for bid number 24-064 were received and opened from one potential provider of sludge dewatering polymer for the thickeners and belt presses at the Southside and Westside Wastewater Treatment Plants. SNF Inc., of Riceboro, Georgia, submitted the sole responsible bid for both products.

On August 7, 2024, sealed bids for bid number 24-065 were received and opened from two potential providers of one-ton sulfur dioxide cylinders. PVS DX, Inc. of Dallas, Texas, was the lowest responsible bidder for this product and will be the primary vendor for this product. Brenntag Southwest, Inc. of Houston, Texas, submitted the second lowest bid and will be the secondary vendor for this product.

On August 7, 2024, sealed bids for bid number 24-066 were received and opened from two potential providers of filter aid polymer. Chameleon Industries, Inc. of Mesquite, Texas was the lowest responsible bidder for this product and will be the primary vendor. Brenntag Southwest of Houston, Texas, submitted the second lowest bid and will be the secondary vendor for this product.

For the following annual price agreement, the bid specifications allow for annual contract renewals. ARQ, Inc., formally CarbPure, expressed an interest in renewing their contract for an additional year, agreeing to the terms and conditions set forth in the original bid, thereby avoiding cost increases. Bid #22-068: Approved by Council on September 28, 2022 an annual price agreement for Powdered Activated Carbon (PAC), to be used at the Lake Palestine Water Treatment plant was awarded to CarbPure of Greenwood Village, CO. CarbPure has been satisfactorily fulfilling the terms of their contract. See attachment 4 for more information.

On August 7, 2024, sealed bids for bid number 24-069 were received and opened from three potential providers of 25 percent sodium hydroxide and 50 percent sodium hydroxide. Brenntag Southwest, Inc. of Dallas, Texas, was the lowest responsible bidder for this product and will be the primary vendor. Hasa, Inc. of Saugus, California, submitted the second lowest bid and will be the secondary vendor for this product.

On August 7, 2024, sealed bids for bid number 24-070 were received and opened from one potential provider of Full-Service Odor Control. Pencco, Inc. of San Felipe, Texas, is the sole responsible bid for this product.

RECOMMENDATION:

It is recommended that the City Council consider awarding annual price agreements for the purchase of various water and wastewater treatment chemicals to the referenced bidders for the fiscal year October 1, 2024, through September 30, 2025.

Attachments:
Bid Tab Spreadsheet 2024-2025
Arq - City of Tyler - Extension Letter

Drafted/Recommended By:
Department Leader Pam Lee/Kate Dietz

Edited/Submitted By:
City Manager

City of Tyler
Water and Wastewater Treatment Chemical Bid Tabulation
Fiscal Year 2023-2024

Chemical & Vendor	Bid Number	Quantity	Per Unit $		Total
Liquid Oxygen (LOX)	**24-057**	**200,000**	**Pounds**		
Airgas LLC			$0.0751		$15,020.00
Hydrated Quicklime (Lime)	**24-058**	**300**	**Tons**		
Lhoist N. America			$315.3100		$94,593.00
Fluorosilicic Acid (Fluoride)	**24-059**	**185,000**	**Pounds**		
Pencco Inc			$0.2570		$47,545.00
Anhydrous Ammonia	**24-060**	**98000**	**Pounds**		
Airgas Specialty Products			$0.8725		$85,505.00
Tanner Industries			$1.0400		$101,920.00
Chlorine, 1 Ton Cylinders	**24-061**	**375**	**Tons**		
PVS DX, Inc.			$2,148.0000		$805,500.00
Brenntag SW Inc			$2,143.0000		$803,625.00
Liquid Aluminum Sulfate (Alum)	**24-062**	**4100**	**Dry Tons**		
Chameleon Industries			$282.0000		$1,156,200.00
Affinity Chemical			$329.0000		$1,348,900.00
USALCO			$565.2664		$2,317,592.24
Chemtrade Chemicals			$284.0000		$1,164,400.00
Magnesium Hydroxide	**24-063**	**200**	**Tons**		
Premier Magnesia			$910.0000		$182,000.00
Garrison Minerals LLC			$752.5000		$150,500.00
Inland Environmental Resources			$690.0000		$138,000.00
Dewatering Polymer-WW	**24-064**	**Pounds**			
SNF Inc		80,000	$1.80		$144,000.00
		90,000	$1.80		$162,000.00
				Total	**$306,000.00**
Sulfur Dioxide-WW	**24-065**	**70**	**Tons**		
PVS DX, Inc.			$1,800.0000		$126,000.00
Brenntag SW			$2,000.0000		$140,000.00
Filter Aid Polymer	**24-066**	**31,000**	**Pounds**		
Chameleon Industries			$1.2500		$38,750.00
Brenntag SW			$1.2900		$39,990.00
Powder Activated Carbon	**22-068**	**440**	**Tons**		
Renewed previous year bid					

City of Tyler
Water and Wastewater Treatment Chemical Bid Tabulation
Fiscal Year 2023-2024

Chemical & Vendor	Bid Number	Quantity	Per Unit $		Total
Sodium Hydroxide	**24-069**		**Tons**		
PVS DC, Inc.					
25% Liquid Sodium Hydroxide			415	$857.00	$355,655.00
50% Liquid Sodium Hydroxide*			1500	$807.00	$1,210,500.00
				Total	**$1,566,155.00**
Hasa, Inc.					
25% Liquid Sodium Hydroxide			415	$875.00	$363,125.00
50% Liquid Sodium Hydroxide			1500	$720.00	$1,080,000.00
				Total	**$1,443,125.00**
Brenntag SW Inc.					
25% Liquid Sodium Hydroxide			415	$885.00	**$367,275.00**
50% Liquid Sodium Hydroxide			1500	$705.00	**$1,057,500.00**
				Total	**$1,424,775.00**
Full-Service Odor Control	**24-070**		**per galllon**		
Pencco Inc			$2.2200		
			$2.9500		

arq.com

July 17th, 2024

City of Tyler
14792 CR 192
Tyler, TX 75703
Attn: Shane Wheeler, Manager

RE: RFQ 22-068 Annual Price Agreement for Powdered Activated Carbon – Extension #2

Dear Mr. Wheeler,

Our current powdered activated carbon supply agreement with the City of Tyler expires on September 30th, 2024. Per your specifications it is renewable for four total one-year terms with all the pricing, terms and conditions remaining firm.

Arq Purification, LLC would like to exercise the second of these four opportunities to continue providing your powdered activated carbon for the next year by agreeing to the terms set forth in your invitation to bid. All current pricing will remain constant for another one-year period beginning October 1st, 2024, through September 30th, 2025.

This letter will serve as our intent to extend our powdered activated carbon supply contract with the approval of the City of Tyler Council and Arq Purification, LLC through September 30th, 2024, as stated above.

Best regards,

Garrett Chandler
Garrett Chandler
Vice President of Sales

TEXAS TRANSPORTATION COMMISSION

VARIOUS County **MINUTE ORDER**

ALL District

The Texas Transportation Commission (commission) desires to award a total of $83,773,341 in state and Federal Transit Administration (FTA) program funds to support a variety of public transportation needs in rural and urbanized areas of the state.

Of the amounts appropriated to the Texas Department of Transportation (department) by the General Appropriations Act of the 88th Texas Legislature, Regular Session, $73,752,134 was appropriated for urban and rural public transportation systems for the 2024-2025 biennium. Title 43, Texas Administrative Code (TAC), §31.11 establishes a formula by which state public transportation funds shall be distributed to the large urban, small urban and rural areas of the state. An award of $35,857,674 of fiscal year (FY) 2025 state funds to the transit district(s) serving the large and small urbanized areas identified in exhibit A and to rural transit districts included in exhibit A and has been determined in accordance with §31.11. An award of $583,862 also shown in exhibit A has been determined in accordance with §31.13 to mitigate impacts from the 2020 census and the pandemic in formula calculations.

Title 43, TAC, §31.36(f)(4) establishes a formula by which public transportation funds shall be distributed under the FTA Formula Grants for Rural Areas program (49 U.S.C. §5311). An award of $47,331,805 of federal §5311 funds is shown in exhibit B and has been determined in accordance with §31.36(f)(4).

Transportation Code, Chapter 455 assigns a broad spectrum of public transportation roles and missions to the department.

Transportation Code, Chapter 456 authorizes the commission to administer funds appropriated for public transportation.

IT IS THEREFORE ORDERED by the commission that the executive director or the director's designee is directed to proceed with the awards in exhibits A and B, submit the necessary state application to the FTA, and enter into the necessary contracts.

Submitted and reviewed by:

DocuSigned by:
Eric Gleason
C570CB3DE9C24B0...
Director, Public Transportation Division

Recommended by:

DocuSigned by:
Marc Williams
0E1B35AE191749E...
Executive Director

116715 June 27, 2024

Minute Number | Date Passed

EXHIBIT A
AWARD STATE FY 2025 FUNDS

Large Urbanized Area	Formula Award	Mitigation Award	Total Award
Amarillo	$419,763		$419,763
Brownsville	$542,131	$24,967	$567,098
College Station-Bryan	$968,391		$968,391
Killeen	$421,533	$61,564	$483,097
Laredo	$633,466	$36,684	$670,150
Lubbock	$639,442	$43,346	$682,788
McAllen	$603,953	$9,101	$613,054
McKinney-Frisco	$432,442	$61,382	$493,824
The Woodlands-Conroe	$521,726	$107,876	$629,602
Total	**$5,182,847**	**$344,920**	**$5,527,767**

Small Urbanized Area	Formula Award	Mitigation Award	Total Award
Abilene	$451,217		$451,217
Arlington	$341,663		$341,663
Beaumont	$480,023		$480,023
Eagle Pass	$287,475	$25,110	$312,585
Galveston-Texas City (allocation for Galveston, city of)	$436,458	$22,591	$459,049
Grand Prairie	$170,584		$170,584
Harlingen	$319,060		$319,060
Longview	$359,198		$359,198
Mesquite	$142,455		$142,455
Midland	$390,645		$390,645
New Braunfels	$367,964		$367,964
North Richland Hills	$116,134		$116,134
Odessa	$413,609	$2,120	$415,729
Port Arthur	$386,938		$386,938
San Angelo	$397,864		$397,864
San Marcos	$286,792		$286,792
Sherman-Denison	$200,606		$200,606
Temple	$360,048	$1,304	$361,352
Texarkana	$361,688		$361,688
Tyler	$405,774		$405,774
Victoria	$333,989		$333,989
Waco	$645,841		$645,841
Wichita Falls	$416,133		$416,133
Total	**$8,072,158**	**$51,125**	**$8,123,283**

EXHIBIT A
AWARD STATE FY 2025 FUNDS

Rural Transit District	Formula Award	Mitigation Award	Total Award
Alamo Area Council of Governments	$1,256,664		$1,256,664
Ark-Tex Council of Governments	$656,209		$656,209
Aspermont Small Business Development Center, Inc.	$281,431		$281,431
Brazos Transit District	$1,846,192		$1,846,192
Capital Area Rural Transportation System (CARTS)	$1,257,598	$1,382	$1,258,980
Central Texas Rural Transit District	$745,135		$745,135
Cleburne, city of	$412,534		$412,534
Colorado Valley Transit, Inc.	$530,274		$530,274
Community Services, Inc.	$495,712		$495,712
Concho Valley Transit District	$438,084		$438,084
Del Rio, city of	$347,159		$347,159
East Texas Council of Governments	$1,424,731		$1,424,731
El Paso, county of	$576,712	$9,281	$585,993
Fort Bend County	$317,988		$317,988
Golden Crescent Regional Planning Commission	$677,092	$20,363	$697,455
Heart of Texas Council of Governments	$403,185		$403,185
Hill Country Transit District	$664,149		$664,149
Kleberg County Human Services	$356,087	$17,839	$373,926
Lower Rio Grande Valley Development Council	$707,109	$16,036	$723,145
McLennan County Rural Transit District	$306,231		$306,231
Panhandle Community Services	$993,212		$993,212
Public Transit Services	$544,268		$544,268
Rolling Plains Management Corporation	$570,402		$570,402
Rural Economic Assistance League, Inc.	$681,411		$681,411
Senior Center Resources and Public Transit, Inc.	$390,598		$390,598
South East Texas Regional Planning Commission	$500,257	$41,293	$541,550
South Padre Island, city of	$680,107	$60,265	$740,372
South Plains Community Action Association, Inc.	$737,661		$737,661
Southwest Area Regional Transit District	$553,543	$21,358	$574,901
SPAN, Inc.	$359,177		$359,177
STAR Transit	$480,627		$480,627
Texoma Area Paratransit System, Inc.	$601,582		$601,582
The Transit System, Inc.	$293,781		$293,781
Webb County Community Action Agency	$316,936		$316,936
West Texas Opportunities, Inc.	$1,198,831		$1,198,831
Total	**$22,602,669**	**$187,817**	**$22,790,486**
Grand Total FY 2025 State Funds	**$35,857,674**	**$583,862**	**$36,441,536**

EXHIBIT B
AWARD FEDERAL §5311 FUNDS TO RURAL TRANSPORTATION PROVIDERS

Rural Transit District	Award Amount
Alamo Area Council of Governments	$2,439,202
Ark-Tex Council of Governments	$1,648,485
Aspermont Small Business Development Center, Inc.	$683,418
Brazos Transit District	$3,768,395
Capital Area Rural Transportation System (CARTS)	$2,251,006
Central Texas Rural Transit District	$1,865,838
Cleburne, city of	$670,556
Colorado Valley Transit, Inc.	$975,534
Community Services, Inc.	$744,635
Concho Valley Transit District	$966,124
Del Rio, city of	$573,000
East Texas Council of Governments	$2,891,866
El Paso, county of	$2,984,231
Fort Bend County	$472,099
Golden Crescent Regional Planning Commission	$1,487,649
Heart of Texas Council of Governments	$873,672
Hill Country Transit District	$1,227,033
Kleberg County Human Services	$475,645
Lower Rio Grande Valley Development Council	$1,345,984
McLennan County Rural Transit District	$756,888
Panhandle Community Services	$2,251,684
Public Transit Services	$988,160
Rolling Plains Management Corporation	$1,263,509
Rural Economic Assistance League, Inc.	$1,753,434
Senior Center Resources and Public Transit, Inc.	$807,591
South East Texas Regional Planning Commission	$932,659
South Padre Island, city of	$760,265
South Plains Community Action Association, Inc.	$1,848,556
Southwest Area Regional Transit District	$1,006,115
SPAN, Inc.	$589,812
STAR Transit	$903,876
Texoma Area Paratransit System, Inc.	$1,073,898
The Transit System, Inc.	$579,134
Webb County Community Action Agency	$511,915
West Texas Opportunities, Inc.	$2,959,937
Total	**$47,331,805**