CITY COUNCIL AGENDA

Wednesday, October 23, 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, October 23, 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

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 100 years of service with the City of Tyler.

Mamie Johnson, Custodian, 30 years of service
Brenda Choy, Circulation Supervisor, 25 years of service
Keidric Trimble, Chief Financial Officer, 25 years of service
Stephanie Franklin, Deputy Manager, 20 years of service

A-2 Request that the City Council consider recognizing the following Infants at Work participants for their program participation and the joy they brought 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 11 months of service with the City of Tyler.

Leighton Sowels, Infants at Work, 5 months of service
Luna Gary, Infants at Work, 6 months of service

A-3 Request that the City Council consider accepting the 'Certificate of Achievement for Planning Excellence' from the American Planning Association - Texas Chapter.

ZONING

Z-1 PD24-021 REED PROPERTY MANAGEMENT LLC (8109 DALTON LANE AND 8025 AND 8029 CROOKED TRAIL AND APPROXIMATELY 11 ACRES OF LAND)
Request that the City Council consider adoption of an Ordinance approving a 'PUR', Planned Unit Residential District final site plan amendment

Z-2 Z24-031 LUIS MUNOZ (408 ANDERSON AVENUE)
Request that the City Council consider adoption of an Ordinance approving a zone change from 'M-1', Light Industrial District to 'R-1D', Single-Family Detached and Attached Residential District.

Z-3 PD24-023 COPPER RIDGE II LLC (6951-6959 ARBOR RIDGE DRIVE AND 6865 OAK HILL BOULEVARD)
Request that the City Council consider adoption of an Ordinance approving a 'PMXD-1', Planned Mixed Use District-1 final site plan amendment.

Z-4 Z24-029 KTSI PROPERTIES, LLC (2409 AND 2423 EAST COMMERCE STREET)
Request that the City Council consider on appeal adoption of an Ordinance approving a zone change from 'R-1B', Single-Family Residential District to 'M-1', Light Industrial District. The applicant is appealing the denial by the Planning and

Zoning Commission.

MISCELLANEOUS

M-1 Request that the City Council consider authorizing the City Manager to execute a Capital Improvement Project (CIP) construction contract with Reynolds and Kay, LTD for the Keaton Drainage Improvement project, Bid No. 24-014, for $4,429,876.60.

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 cancelling the regularly scheduled City Council meetings of November 27, 2024, and December 25, 2024.

C-A-2 Request that the City Council consider authorizing the City Manager to award multiple vendors for the Annual Price Agreement for Automotive and Equipment parts per bid 23-092.

C-A-3 Request that the City Council consider authorizing the City Manager to award Action Cleaning of Tyler as the primary vendor for wash bay chemicals and repairs, and AAA Sanitation as primary vendor to clean the grit traps.

C-A-4 Request that the City Council consider authorizing the City Manager to award Hydraulic Power as the primary vendor for hydraulic services.

C-A-5 Request that the City Council consider authorizing the City Manager to renew multiple vendors for the Annual Price Agreement for various categories of automotive and truck services and repairs per bid 23-093.

C-A-6 Request that the City Council consider authorizing the City Manager to purchase one (1) new International dump truck designed to haul sludge waste from Holt Truck through Sourcewell contract #060920-nvs for $252,110.73.

C-A-7 Request that the City Council consider authorizing the City Manager to purchase the City vehicles and equipment identified from the lowest bidders.

C-A-8 Request that the City Council consider authorizing the City Manager to sign a contract with Otis Elevator to repair and update the (2) two elevators at the Fair Plaza Garage.

C-A-9 Request that the City Council consider authorizing the City Manager to add Addendum 3 adding the Water Service Center to the Downtown Janitorial Contract with Office Pride Janitorial.

C-A-10 Request that the City Council consider authorizing the City Manager to award a contract in the amount of $54,875.00 to Blue Moon Roofing for the Carnegie Building Historic Gutter Replacement Project.

C-A-11 Request that the City Council consider authorizing the City Manager to execute a

Capital Improvement Project (CIP) construction contract with Reynolds and Kay, LTD for the Storm Main Replacement project, Bid No. 24-041, for $364,781.00.

C-A-12 Request that the City Council consider approving a Reconciliation Change order in the amount of $206,919.59 approving final payment and releasing retainage in the amount of $57,065.45 to Reynolds and Kay, LTD, for the 2023 Street Reconstruction Project.

C-A-13 Request that the City Council consider authorizing the City Manager to execute the Funding Amendment for FY 2024-25 to the Northeast Texas Public Health District Cooperative Agreement.

C-A-14 Request that the City Council consider authorizing the City Manager to revise the funding source for the already approved 2024 Water Meter Replacement Program to be fully funded by American Rescue Plan Act of 2021 (ARPA), in the amount of $3,450,000.

C-A-15 Request that the City Council consider authorizing the City Manager to execute Contract Change Order No. 1 - Final Reconciliatory with KSA Engineers, Inc. and Reynolds & Kay, LTD. to decrease the total contract price amount by $155,837.34 and increase the completion time by 128 calendar days for the 2022 Taxiway Alpha Rehabilitation Project at Tyler Pounds Regional Airport.

C-A-16 Request that the City Council consider authorizing the City Manager to approve the Co-op and Sole Source Purchasing list whereby the City of Tyler can take full advantage of purchasing any and all items available through the cooperative.

C-A-17 Request that the City Council consider authorizing the City Manager to execute a construction contract in the amount of $53,930.00 with Advanced Water Well Technologies for the Well Camera Survey Project.

C-A-18 Request that the City Council consider authorizing the City Manager to execute the annual Interlocal Agreement with the Northeast Texas Public Health District (NETHealth) for City support services to the District for FY 2024-25.

C-A-19 Request that the City Council consider authorizing the City Manager to approve Change Order #1 with Propipe, LLC , that will increase the contract amount by $296,000.00 for Group 7 Cleaning and Closed Circuit Television (CCTV), Bid 23-043.

CITY MANAGER'S REPORT

EXECUTIVE SESSION

As allowed by the Texas Open Meetings Law, Chapter 551 of the Government Code, the City Council may go into executive session to consider the following: Executive Session Item -1 Under Tex. Gov't Code Section 551.071, 'Litigation', to deliberate pending or contemplated litigation or settlement offer involving: Jason Hall v. City of Tyler lawsuit; Cause No. 23-0270-C. Executive Session Item -2 Under Tex. Gov't Code Section 551.071, 'Litigation', to deliberate pending or contemplated litigation or settlement offer involving: Liberty Utilities Corp. (Tall Timbers Sewer) and Liberty Utilities Corp. (Woodmark Sewer) v. City of Tyler and Rose City Municipal Utility District, Civil Action No. 1:19-cv-00857. Litigation is, by its nature, an

ongoing process, and questions may arise as to trial tactics, or settlement offers which need to be explained to the City Council. Upon occasion, the City Council may need information from the City Attorney as to the status of the pending or contemplated litigation and or settlement offers related to the litigation matters listed above. Any final action to be taken by the City Council will be taken in open session.

ADJOURNMENT

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. A-1

Date: October 23, 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 100 years of service with the City of Tyler. Mamie Johnson, Custodian, 30 years of service Brenda Choy, Circulation Supervisor, 25 years of service Keidric Trimble, Chief Financial Officer, 25 years of service Stephanie Franklin, Deputy Manager, 20 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 100 years of service with the City of Tyler.

Mamie Johnson, Custodian, 30 years of service
Brenda Choy, Circulation Supervisor, 25 years of service
Keidric Trimble, Chief Financial Officer, 25 years of service
Stephanie Franklin, Deputy Manager, 20 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 100 years of service with the City of Tyler.

Attachments:
October 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: **October 23, 2024**

Subject: **Award for October 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 **100** years of service with the City of Tyler.

Service Awards

Date of Hire	First Name	Last Name	Title	Department	Years of Service
10/01/1994	Mamie	Johnson	Custodian	Parks	30
10/04/1999	Brenda	Choy	Circulation Supervisor	Library	25
10/11/1999	Keidric	Trimble	Chief Financial Officer	Finance	25
05/10/1999	Stephanie	Franklin	Deputy City Manager	Parks	20

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

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. A-2

Date: October 23, 2024

Subject: Request that the City Council consider recognizing the following Infants at Work participants for their program participation and the joy they brought 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 11 months of service with the City of Tyler. Leighton Sowels, Infants at Work, 5 months of service Luna Gary, Infants at Work, 6 months of service

Item Reference:

We would like to recognize the following Infants at Work participants for their program participation and the joy they brought 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 11 months of service with the City of Tyler.

Leighton Sowels, Infants at Work, 5 months of service
Luna Gary, Infants at Work, 6 months of service

RECOMMENDATION:

Request that the City Council consider recognizing the following Infants at Work participants for their program participation and the joy they brought 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 11 months of service with the City of Tyler

Attachments:
October 2024 - Infants at Work

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: **October 23, 2024**

Subject: **Award for November 2024**

Page: **Page 1 of 1**

Item Reference: **Infants at Work**

We would like to recognize the following Infants at Work participants for their program participation and the joy they brought 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 **11** months of service with the City of Tyler.

Infants at Work Retirement

Date of Hire	First Name	Last Name	Title	Department	Years of Service
06/24/2024	Leighton	Sowels	Infants at Work	Public Works Public Info Office	5 mos.
04/22/2024	Luna	Gary	Infants at Work	Utilities Asset Analyst	6 mos.

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

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. A-3

Date: October 23, 2024

Subject: Request that the City Council consider accepting the 'Certificate of Achievement for Planning Excellence' from the American Planning Association - Texas Chapter.

Item Reference:

The American Planning Association (APA) is a nonprofit public interest and research organization representing over 40,000 practicing planners, officials, and citizens involved with urban and rural planning issues.

The APA Texas Planning Awards Program recognizes individuals, organizations and communities for outstanding contributions to planning in Texas. The Richard R. Lillie, FAICP Program for Planning Excellence recognizes planning excellence in municipalities throughout the State. Evaluation criteria include the level of training of Planning Commissioners and professional staff, professional qualifications of the planning staff, breadth and currency of master plan components and completion of other planning related projects. The goals of the program include:

- Increasing community awareness of the importance of planning;
- Recognizing planning departments which meet certain professional requirements;
- Enhancing neighborhood and citizen recognition of planning efforts;
- Encouraging the funding of professional training for Planning Commissioners and staff; and
- Aiding economic development and community image.

The City of Tyler's Planning Department has been awarded the 2024 Certificate of Achievement for Planning Excellence in recognition of the professional planning standards demonstrated by Planning staff and the support exhibited by the City Council and Planning and Zoning Commission. This is the tenth consecutive year that the City of Tyler Planning Department has received this award.

Evaluation items that contributed to receiving the award included the completion of the Tyler 1st Comprehensive Plan Five-Year Update as well as the Planning Department staff and Commissioners completing qualified training and the City Council's support for recent planning initiatives.

Certificate of Achievement for Planning Excellence is a special honor as it recognizes the devotion of the City of Tyler's professional planning staff and the support from elected and appointed City officials. The City of Tyler's vision is 'To be the standard for performance excellence in local government.' This award is recognition that the City of Tyler's planners are exemplifying its organization's vision!

The recognition is part of the 'Richard R. Lillie, FAICP Planning Excellence Recognition Program', named to honor Richard Lillie who helped plan Austin city growth for more than 23 years, from 1965-1984.

RECOMMENDATION:

It is recommended that City Council accept the 'Certificate of Achievement for Planning Excellence' from the American Planning Association-Texas Chapter in recognition of exemplary professional city planning.

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

Edited/Submitted By:
City Manager

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. Z-1

Date: October 23, 2024

Subject: PD24-021 REED PROPERTY MANAGEMENT LLC (8109 DALTON LANE AND 8025 AND 8029 CROOKED TRAIL AND APPROXIMATELY 11 ACRES OF LAND) Request that the City Council consider adoption of an Ordinance approving a 'PUR', Planned Unit Residential District final site plan amendment

Item Reference:

The applicant is requesting the site plan amendment to revise the phasing plan on a portion of Lot 39 and Lots 40, 54 and 55 of NCB 1546-I, four lots containing approximately 22.39 acres of land located north of the northwest intersection of West Cumberland Road and Crooked Trail (8109 Dalton Lane and 8025 and 8029 Crooked Trail and approximately 11 acres of land).

According to the Unified Development Code (UDC), the 'PUR', Planned Unit Residential District is primarily for the medium to high density development of unique and innovative forms of detached single-family housing on individually platted lots. A PUR development uses the total space within a development by creating common open spaces, scenic and recreational areas and other spaces that will compensate for the reduction of land area dedicated for residential structures. It is the intent of the PUR to provide for residential developments that utilize private streets, owned, and maintained by a Homeowner's Association. The PUR district is not intended as a convenience to circumvent regulations set forth in other residential districts, or as a tool for mass variance, without provisions of common areas. All developments created in a PUR 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.

According to UDC Section 10-617, the City Council will consider the following approval criteria for zoning changes:

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 subject property is located to the north and south of Crooked Trail while some of the 'R-1A' lots along Crooked Trail are owned by different owners. All the lots are part of Cumberland Place West Subdivision. The adjacent property to the north is zoned 'R-1A', Single-Family Residential District and is undeveloped with the eastern portion dedicated as a cemetery. The adjacent property to the west is zoned 'R-1D', Single-Family Detached and Attached Residential District and is undeveloped. The adjacent properties to the east are zoned 'R-1A', Single-Family Residential District and 'PCD', Planned Commercial District and are developed with single-family homes and commercial uses, respectively. The adjacent properties to the south are zoned 'AG', Agricultural District and 'AR', Adaptive Reuse District and are developed with single-family homes.

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

The applicant is proposing to phase the development of this property into four phases due to shifting market conditions. The phases are being proposed to be completed in a sequential order. The proposed amendment will remain in compliance with the originally approved site plan, including compliance with required subdivision connection points. The construction of the required stub outs is being phased appropriately with the development of the site.

On October 1, 2024, the Planning and Zoning Commission held a public hearing for this request. The applicant was present. One neighbor representing the Homeowners Association for Crooked Trail homeowners spoke about a preference that the previously agreed-upon conditions be upheld in the site plan amendment.

As of Friday, October 11, 2024, of the 40 notices mailed, four notices were returned in favor, and none were returned in opposition to the request.

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

RECOMMENDATION:

The Planning and Zoning Commission by a 7-0 vote recommends approval of the requested 'PUR', Planned Unit Residential District final site plan amendment.

Attachments:
Ordinance
Location Map
Future Land Use Map
Notification Map
Final Site Plan

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 AMENDING THE "PUR", PLANNED UNIT RESIDENTIAL DISTRICT FINAL SITE PLAN AMENDMENT ON A PORTION OF LOT 39 AND LOTS 40, 54 AND 55 OF NCB 1546-I, FOUR LOTS CONTAINING APPROXIMATELY 22.39 ACRES OF LAND LOCATED NORTH OF THE NORTHWEST INTERSECTION OF WEST CUMBERLAND ROAD AND CROOKED TRAIL (8109 DALTON LANE AND 8025 AND 8029 CROOKED TRAIL AND APPROXIMATELY 11 ACRES OF LAND); DIRECTING THE AMENDMENT OF THE ZONING MAP; PROVIDING A SEVERABILITY CLAUSE; 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 PD24-021

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

> On a portion of Lot 39 and Lots 40, 54 and 55 of NCB 1546-I, four lots containing approximately 22.39 acres of land located north of the northwest intersection of West Cumberland Road and Crooked Trail (8109 Dalton Lane and 8025 and 8029 Crooked Trail and approximately 11 acres of land).

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 October 25th, 2024.

PASSED AND APPROVED this the 23rd day of October A.D., 2024.

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

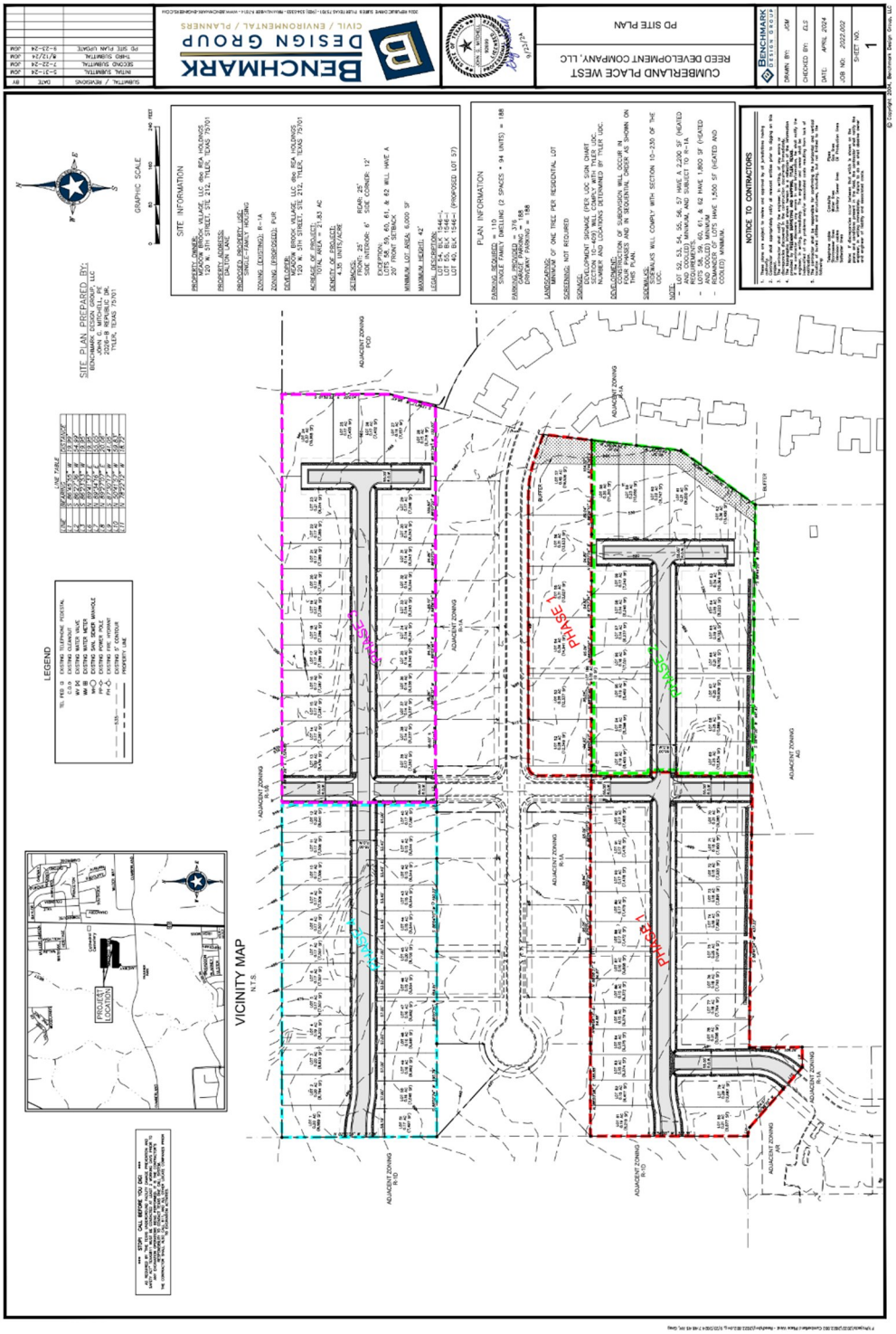
A T T E S T:

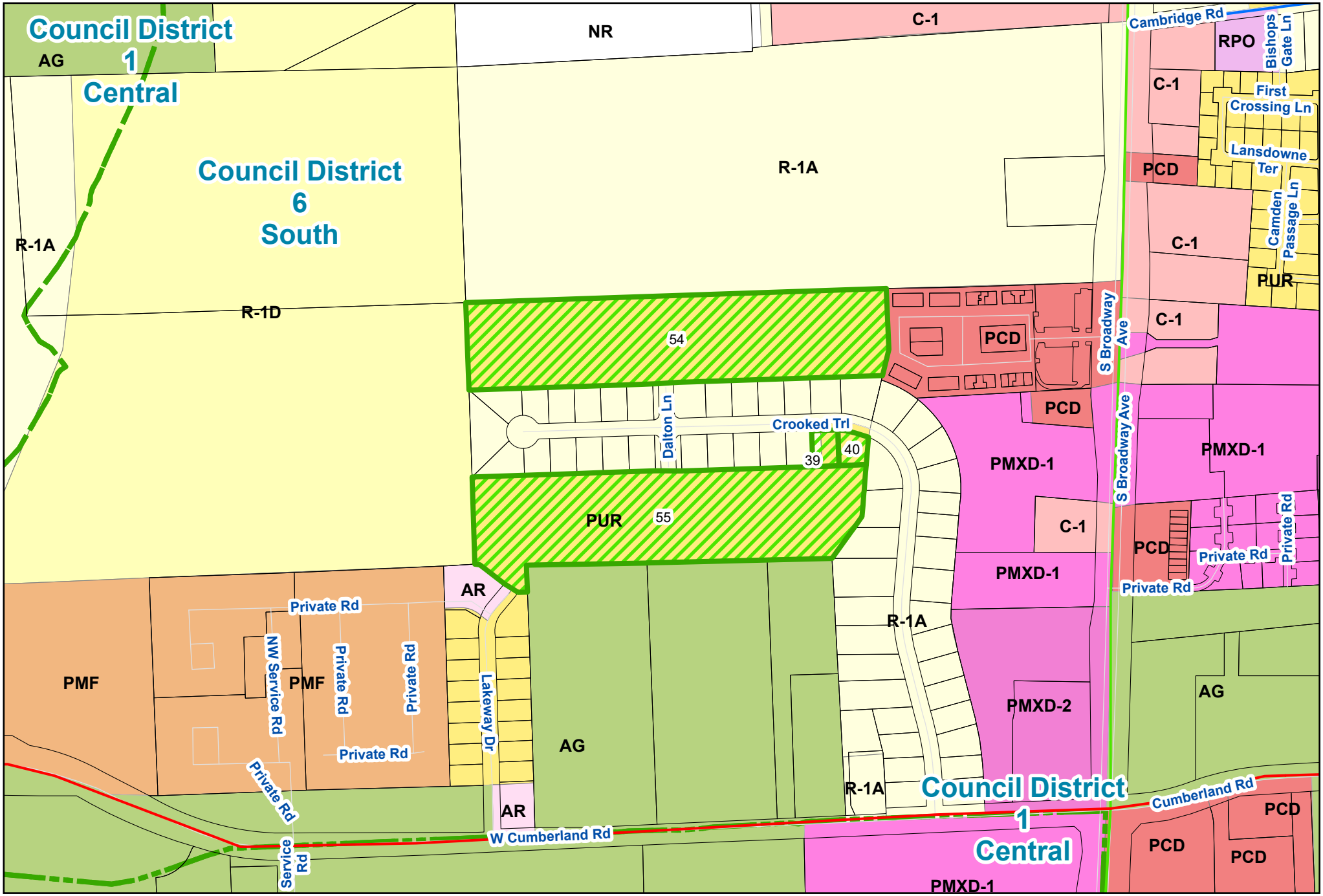
APPROVED:

_____
CASSANDRA BRAGER, CITY CLERK

_____
DEBORAH G. PULLUM,
CITY ATTORNEY

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





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 450 feet

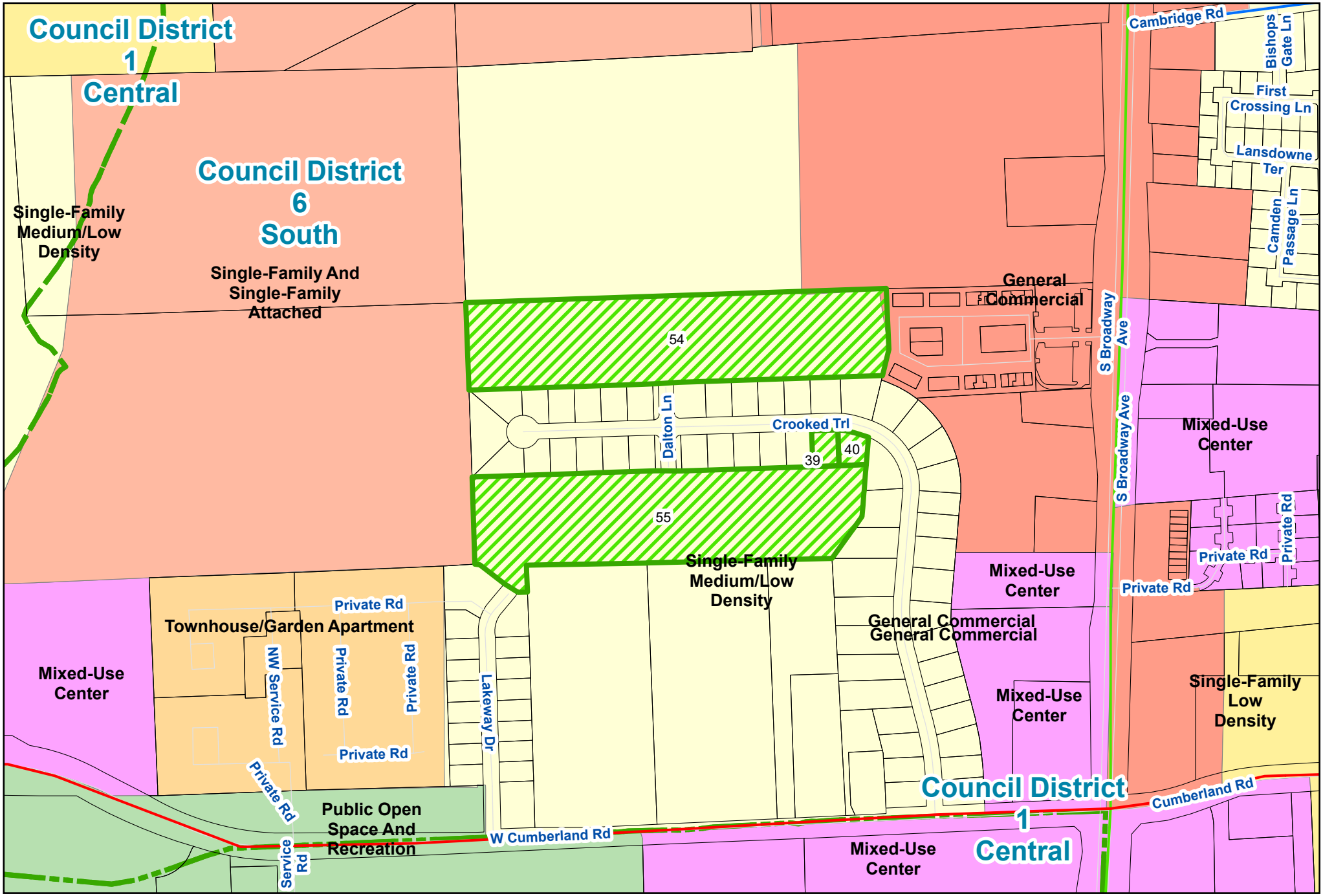
N

ZONING CASE

Zoning Case #: PD24-021
Current Zoning: PUR
Proposed Zoning: SITE PLAN AMENDMENT
REED PROPERTY MANAGEMENT LLC

Subject Property

Council District Boundary



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1 inch equals 450 feet

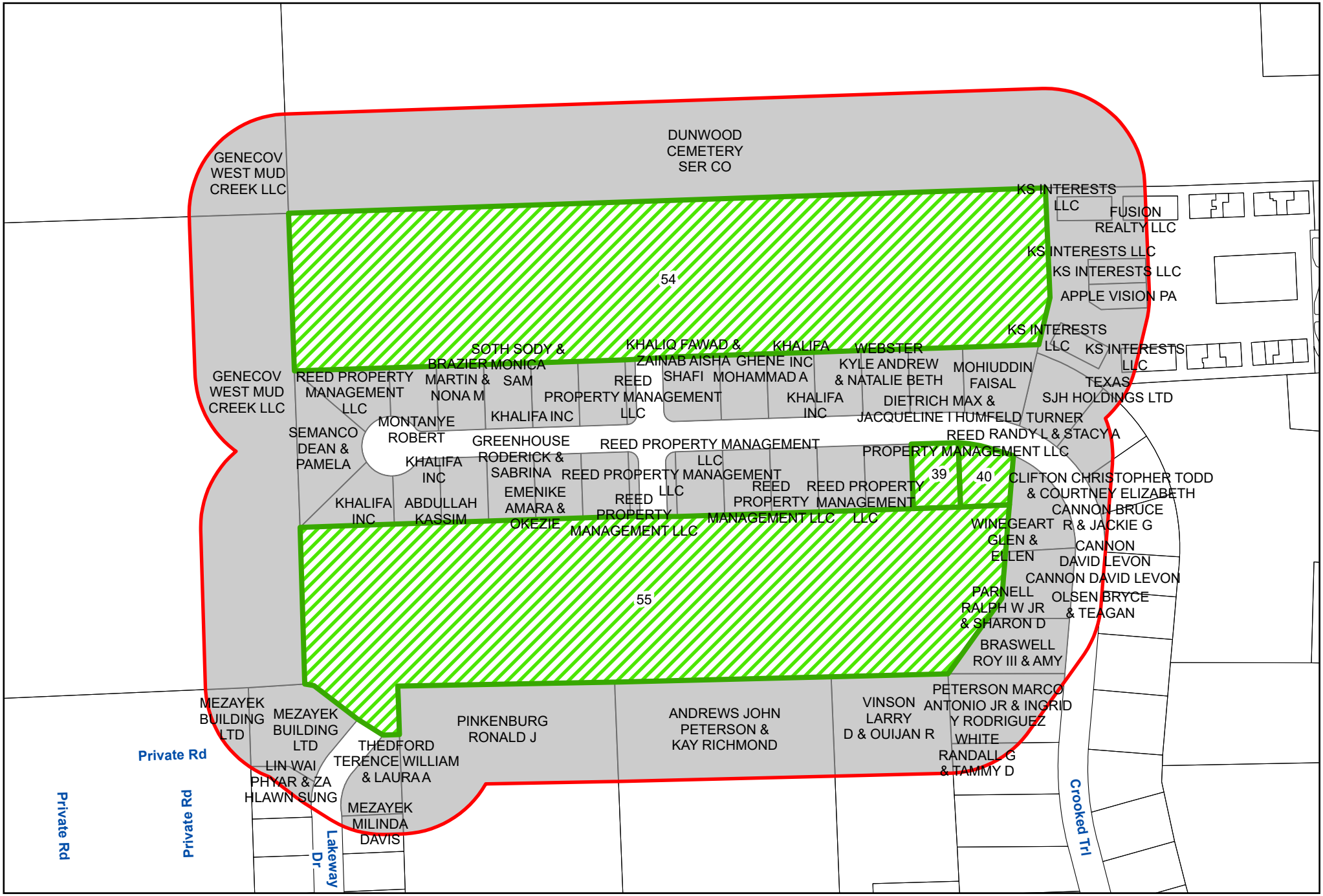
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ZONING CASE

Zoning Case #: PD24-021
Current Zoning: PUR
Proposed Zoning: SITE PLAN AMENDMENT
REED PROPERTY MANAGEMENT LLC

Subject Property

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 250 feet

N

ZONING CASE

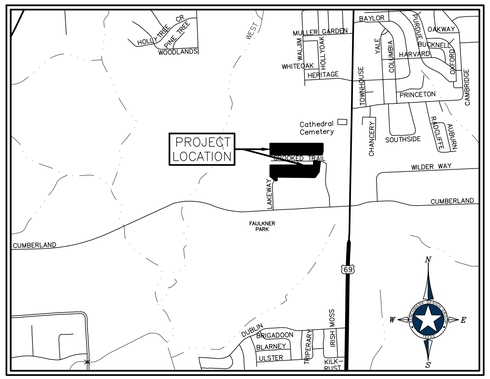
Zoning Case #: PD24-021
Current Zoning: PUR
Proposed Zoning: SITE PLAN AMENDMENT
REED PROPERTY MANAGEMENT LLC

Subject Property

200' Mailed Notification Area

*** STOP! CALL BEFORE YOU DIG! ***

AS REQUIRED BY "THE TEXAS UNDERGROUND FACILITY DAMAGE PREVENTION AND SAFETY ACT" TEXAS811 MUST BE CONTACTED AT LEAST 2 WORKING DAYS PRIOR TO ANY EXCAVATION OPERATIONS BEING PERFORMED. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT TEXAS ONE CALL SYSTEM. THE CONTRACTOR SHALL ALSO CALL 811, AND ALL OTHER LOCATE COMPANIES PRIOR TO EXCAVATION ACTIVITIES.



VICINITY MAP

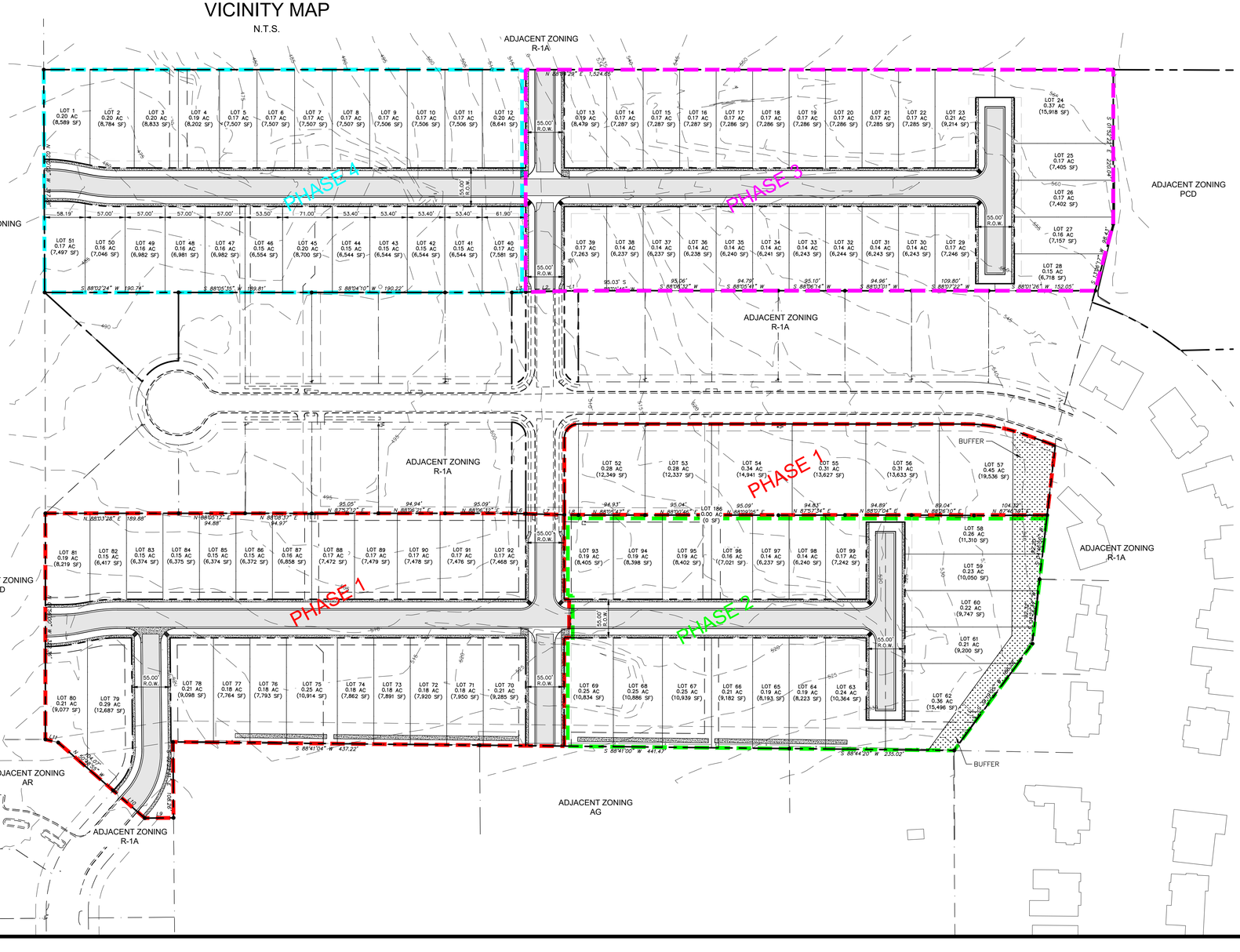
N.T.S.

LEGEND

TEL PED □	EXISTING TELEPHONE PEDESTAL
C.O.○	EXISTING CLEANOUT
WV ⋈	EXISTING WATER VALVE
WM ⊞	EXISTING WATER METER
MH◯	EXISTING SAN. SEWER MANHOLE
PP-○-	EXISTING POWER POLE
FH -○-	EXISTING FIRE HYDRANT
— — —535— — —	EXISTING 5' CONTOUR
———	PROPERTY LINE

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 86°45'55" W	19.99'
L2	S 86°27'36" W	54.99'
L3	S 86°23'53" W	19.95'
L6	N 89°41'37" E	19.95'
L7	N 89°34'16" E	55.05'
L8	N 89°27'07" E	20.06'
L9	S 87°30'17" W	41.05'
L10	N 50°41'57" W	59.83'
L11	N 78°22'12" W	18.72'



SITE PLAN PREPARED BY:

BENCHMARK DESIGN GROUP, LLC
JOHN G. MITCHELL, PE
2026-B REPUBLIC DR.
TYLER, TEXAS 75701



GRAPHIC SCALE

0 80 160 240 FEET

SITE INFORMATION

PROPERTY OWNER:
MEADOW BROOK VILLAGE, LLC dba REA HOLDINGS
120 W. 5TH STREET, STE 212, TYLER, TEXAS 75701

PROPERTY ADDRESS:
DALTON LANE

PROPOSED PROPERTY USE:
SINGLE-FAMILY HOUSING

ZONING (EXISTING): R-1A

ZONING (PROPOSED): PUR

DEVELOPER:
MEADOW BROOK VILLAGE, LLC dba REA HOLDINGS
120 W. 5TH STREET, STE 212, TYLER, TEXAS 75701

ACREAGE OF PROJECT:
TOTAL AREA = 21.83 AC

DENSITY OF PROJECT:
4.35 UNITS/ACRE

SETBACKS:
FRONT: 25' REAR: 25'
SIDE INTERIOR: 6' SIDE CORNER: 12'

EXCEPTION:
LOTS 58, 59, 60, 61, & 62 WILL HAVE A 20' FRONT SETBACK

MINIMUM LOT AREA: 6,000 SF

MAXIMUM HEIGHT: 42'

LEGAL DESCRIPTION:
LOT 54, BLK 1546-I,
LOT 55, BLK 1546-I
LOT 40, BLK 1546-I (PROPOSED LOT 57)

PLAN INFORMATION

PARKING REQUIRED = 110
SINGLE FAMILY DWELLING (2 SPACES * 94 UNITS) = 188

PARKING PROVIDED = 376
GARAGE PARKING = 188
DRIVEWAY PARKING = 188

LANDSCAPING:
MINIMUM OF ONE TREE PER RESIDENTIAL LOT

SCREENING: NOT REQUIRED

SIGNAGE:
DEVELOPMENT SIGNAGE (PER UDC SIGN CHART SECTION 10-409) WILL COMPLY WITH TYLER UDC. NUMBER AND LOCATIONS DETERMINED BY TYLER UDC.

DEVELOPMENT:
CONSTRUCTION OF SUBDIVISION WILL OCCUR IN FOUR PHASES AND IN SEQUENTIAL ORDER AS SHOWN ON THIS PLAN.

SIDEWALKS:
SIDEWALKS WILL COMPLY WITH SECTION 10-230 OF THE UDC.

NOTE:
- LOT 52, 53, 54, 55, 56, 57 HAVE A 2,200 SF (HEATED AND COOLED) MINIMUM, AND SUBJECT TO R-1A REQUIREMENTS.
- LOTS 58, 59, 60, 61, & 62 HAVE 1,800 SF (HEATED AND COOLED) MINIMUM
- REMAINDER OF LOTS HAVE 1,500 SF (HEATED AND COOLED) MINIMUM.

NOTICE TO CONTRACTORS

1. These plans are subject to review and approval by all jurisdictions having authority.
2. Contractor shall appropriately notify all relevant entities prior to digging on this project.
3. The contractor shall notify the engineer, in writing, of any errors or discrepancies discovered in the construction documents immediately.
4. The topographic information shown hereon is a reflection of the information provided by **FREEMAN SURVEYING AND MAPPING, TYLER, TEXAS.** If the contractor discovers any errors in said information, he shall notify the engineer, in writing, immediately. The engineer and owner shall be indemnified of any problems and/or associated costs resulting from lack of notification.
5. The contractor shall be responsible for confirming the horizontal and vertical location of buried utilities and structures, including, but not limited to the following:

Telephone cable	Conduits	Pipes
Stormsewer lines	Water lines	Gas lines
Television cables	Sanitary Sewer lines	Oil Production lines
Saltwater lines		

Note: If discrepancies occur between that which is shown on the plans and conditions present in the field, the contractor shall notify the engineer, in writing immediately. Failure to do so shall absolve owner and engineer of liability and associated costs.

SUBMITTAL / REVISIONS	DATE	BY
INITIAL SUBMITTAL	5-31-24	JGM
SECOND SUBMITTAL	7-22-24	JGM
THIRD SUBMITTAL	8/12/24	JGM
PD SITE PLAN UPDATE	9-23-24	JGM

BENCHMARK DESIGN GROUP
CIVIL / ENVIRONMENTAL / PLANNERS
2026 REPUBLIC DRIVE SUITE B TYLER TEXAS 75701 - (903) 534-5353 - FIRM NUMBER F-7814 - WWW.BENCHMARK-ENGINEERS.COM

STATE OF TEXAS
JOHN G. MITCHELL
92699
LICENSED
PROFESSIONAL ENGINEER
9/23/24

CUMBERLAND PLACE WEST
REED DEVELOPMENT COMPANY, LLC

PD SITE PLAN

BENCHMARK DESIGN GROUP

DRAWN BY:	JGM
CHECKED BY:	ELS
DATE:	APRIL 2024
JOB NO:	2022.002
SHEET NO.	1

F:\Projects\2022\2022.002 Cumberland Place West - Reed\dwg\2022.002.dwg, 9/23/2024 7:48:45 AM, Greg

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CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. Z-2

Date: October 23, 2024

Subject: Z24-031 LUIS MUNOZ (408 ANDERSON AVENUE) Request that the City Council consider adoption of an Ordinance approving a zone change from 'M-1', Light Industrial District to 'R-1D', Single-Family Detached and Attached Residential District.

Item Reference:

The applicant is requesting the zone change to bring the property into conformance with the Unified Development Code on Lot 7 of NCB 114, one lot containing approximately 0.10 acres of land located south of the southwest intersection of East Oakwood Street and Anderson Avenue (408 Anderson Avenue).

According to the Unified Development Code (UDC), the 'R-1D', Single-Family Detached and Attached Residential District is primarily intended to accommodate single-family detached and attached housing, such as townhouses and rowhouses on small 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, 15 feet in the rear, zero feet on the interior side and 12 feet on the corner side. Minimum lot size is 3,000 square feet.

According to UDC Section 10-617, the City Council will consider the following approval criteria for zoning changes:

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.

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, south, and west are zoned 'M-1', Light Industrial District and are

developed with a mixture of single-family homes and industrial uses. The adjacent property to the east is zoned 'R-2', Two Family Duplex and is developed with two single-family homes.

The Tyler 1st Future Land Use Guide identifies this property as Single-Family Medium/Low Density. This request would amend the Future Land Use Guide to Single-Family and Single-Family Attached.

The applicant is requesting the zone change to bring the property into conformance with the Unified Development Code. The property consists of a single-family home on a small lot.

On October 1, 2024, the Planning and Zoning Commission held a public hearing for this request. No one spoke in favor or in opposition to the request.

As of Friday, October 18, 2024, of the 18 notices mailed, no notices were returned in favor or in opposition to the request.

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

RECOMMENDATION:

The Planning and Zoning Commission by a 7-0 vote recommends approval of the zone change from 'M-1', Light Industrial District to 'R-1D', Single-Family Detached and Attached Residential District.

Attachments:
Ordinance
Location Map
Future Land Use Guide Map
Notification Map

Drafted/Recommended By:
Department Leader Kyle Kingma, AICP, CFM, 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 M-1", LIGHT INDUSTRIAL DISTRICT TO "R-1D", SINGLE-FAMILY DETACHED AND ATTACHED RESIDENTIAL DISTRICT ON LOT 7 OF NCB 114, ONE LOT CONTAINING APPROXIMATELY 0.10 ACRES OF LAND LOCATED SOUTH OF THE SOUTHWEST INTERSECTION OF EAST OAKWOOD STREET AND ANDERSON AVENUE (408 ANDERSON AVENUE); DIRECTING THE AMENDMENT OF THE ZONING MAP; DIRECTING THE AMENDMENT OF THE FUTURE LAND USE GUIDE; PROVIDING A SEVERABLITY CLAUSE; 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 Z24-031

That the following described property, which has heretofore been zoned "M-1", Light Industrial District, shall hereafter bear the zoning classification of "R-1D", Single-Family Detached and Attached Residential District, to wit:

> On Lot 7 of NCB 114, one lot containing approximately 0.10 acres of land located south of the southwest intersection of East Oakwood Street and Anderson Avenue (408 Anderson Avenue).

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-Family and Single-Family Attached.

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 23rd day of October A.D., 2024.

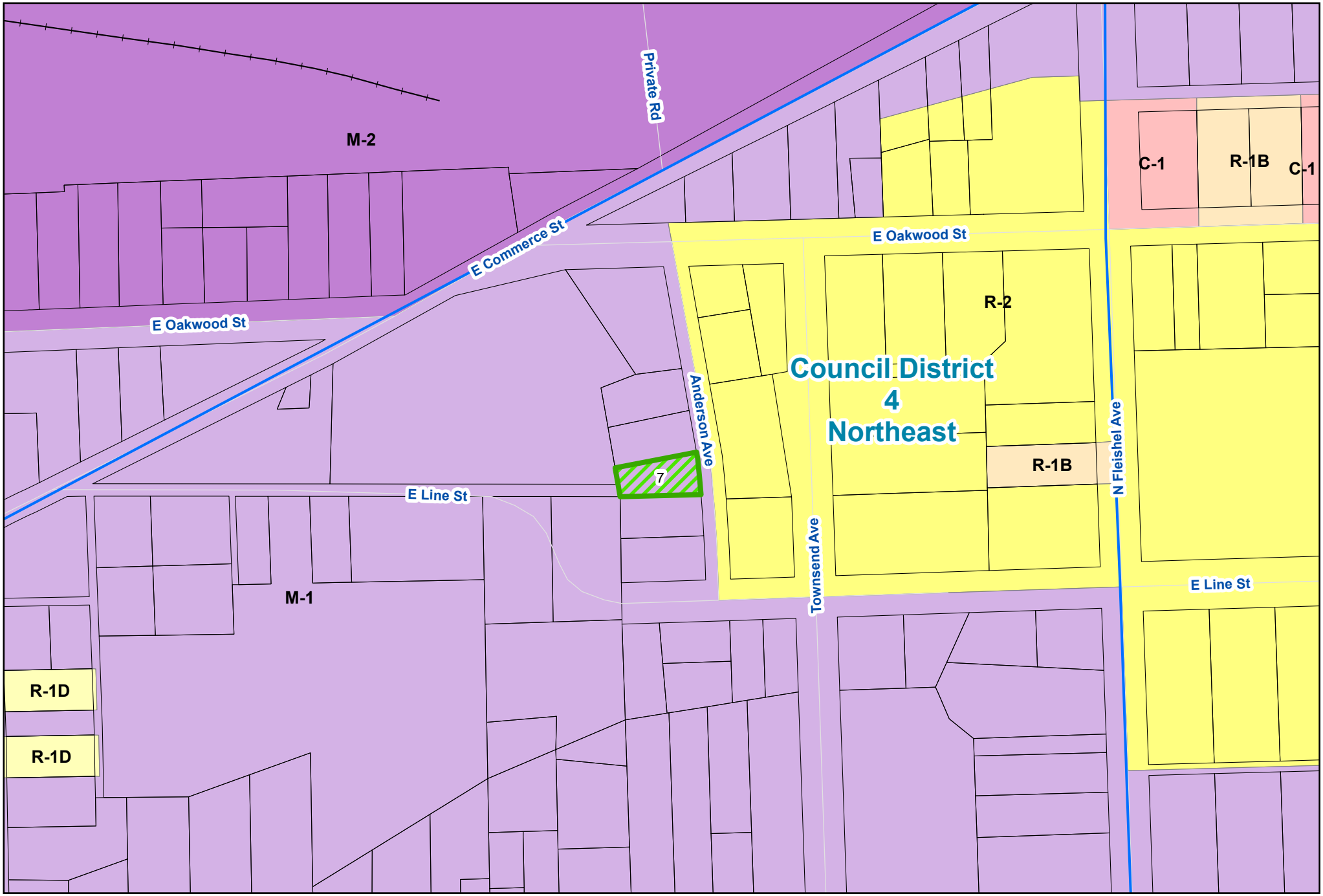
_____
DONALD P. WARREN, MAYOR
OF THE CITY OF TYLER, TEXAS

A T T E S T:

APPROVED:

_____
CASSANDRA BRAGER, CITY CLERK

_____
DEBORAH G. PULLUM,
CITY ATTORNEY



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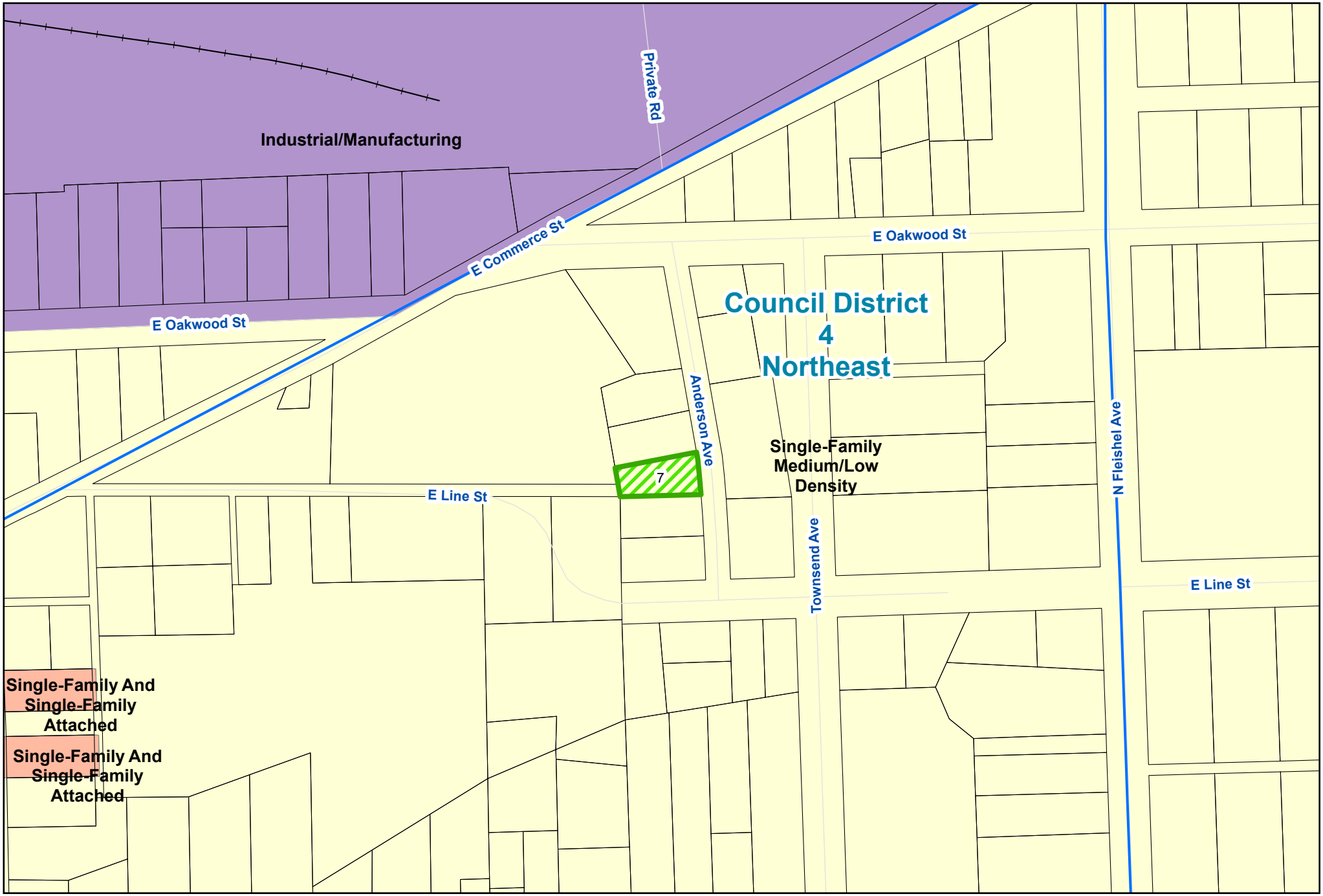
1 inch equals 150 feet

N

ZONING CASE

Zoning Case #: Z24-031
Current Zoning: M-1
Proposed Zoning: R-1D
LUIS MUNOZ

Subject Property



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1 inch equals 150 feet

N

ZONING CASE

Zoning Case #: Z24-031
Current Zoning: M-1
Proposed Zoning: R-1D
LUIS MUNOZ

Subject Property



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1 inch equals 100 feet

N

ZONING CASE

Zoning Case #: Z24-031
Current Zoning: M-1
Proposed Zoning: R-1D
LUIS MUNOZ

Subject Property

200' Mailed Notification Area

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. Z-3

Date: October 23, 2024

Subject: PD24-023 COPPER RIDGE II LLC (6951-6959 ARBOR RIDGE DRIVE AND 6865 OAK HILL BOULEVARD) Request that the City Council consider adoption of an Ordinance approving a 'PMXD-1', Planned Mixed Use District-1 final site plan amendment.

Item Reference:

The applicant is requesting the zone change to change the layout of the site on Lots 11L and 11K of NCB 1660-A, two lots containing approximately 1.56 acres of land located at the intersection of Highlands Lane and Arbor Ridge Drive (6951-6959 Arbor Ridge Drive and 6865 Oak Hill Boulevard).

According to the Unified Development Code (UDC), the 'PMXD-1', Planned Mixed Use District is primarily intended to implement the Tyler 1st Comprehensive Plan by promoting a mix of residential, retail, and services, office, institutional, park and government uses. The PMXD-1 district is intended for areas near key intersections of major arterial roadways, and other areas with access to a full range of public facilities and infrastructure. All developments created in a PMXD-1 district must be designed and developed in accordance with an approved site development plan or a written narrative detailing the development parameters with sufficient detail that it can be evaluated and submitted for approval to the Planning Commission and City Council. Where narrative is submitted and approved by the City Council, future site plans may be approved by staff when they are consistent with the standards included in the narrative.

According to UDC Section 10-617, the City Council will consider the following approval criteria for zoning changes:

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 the 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 east, west and north are zoned 'C-1', Light Commercial District and are developed with commercial uses. The adjacent property to the south is zoned 'PMXD-1', Mixed-Use District and is developed with mixed uses.

The adopted Tyler 1st Future Land Use Guide (FLUG) identifies this property as Mixed-Use Center. This request would be consistent with the FLUG.

In 2022, the site plan was approved for a four story, 45 residential units with the density of 30 units per acre with required parking for the use is 90 parking spaces.

The amended plan proposes a three story, gated accessible community of 21 garage entry residential lofts with the density of 13.46 units per acre. The site plan provides 53 total parking spaces, two spaces per garage and the remaining 11 standard parking spaces will be met through shared parking agreement.

On October 1, 2024, the Planning and Zoning Commission held a public hearing for this request. There was no significant discussion.

As of Friday, October 11, 2024, of the 15 notices mailed, two notices were returned in favor and one in opposition to the request with a total protest calculation of 21.00 percent. The protest generally had concerns with the layout of the request. As the written protest exceeds 20 percent, a favorable vote by a 3/4 majority of City Council will be required to approve this 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 7-0 vote recommends approval of a 'PMXD-1', Planned Mixed Use District-1 final site plan amendment.

Attachments:
Ordinance
Location Map
Future Land Use Guide Map
Protest 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 AMENDING THE "PMXD-1", PLANNED MIXED USE DISTRICT-1 FINAL SITE PLAN AMENDMENT ON LOTS 11L AND 11K OF NCB 1660-A, TWO LOTS CONTAINING APPROXIMATELY 1.56 ACRES OF LAND LOCATED AT THE INTERSECTION OF HIGHLANDS LANE AND ARBOR RIDGE DRIVE (6951-6959 ARBOR RIDGE DRIVE AND 6865 OAK HILL BOULEVARD); DIRECTING THE AMENDMENT OF THE ZONING MAP; PROVIDING A SEVERABILITY CLAUSE; 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 PD24-023

That the existing site development plan is hereby amended by approving the final site plan attached hereto as Exhibit "A" on the following described property zoned "PMXD-1", Planned Mixed Use District-1, to wit:

> On Lots 11L and 11K of NCB 1660-A, two lots containing approximately 1.56 acres of land located at the intersection of Highlands Lane and Arbor Ridge Drive (6951-6959 Arbor Ridge Drive and 6865 Oak Hill Boulevard).

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 October 25th, 2024.

PASSED AND APPROVED this the 23rd day of October A.D., 2024.

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

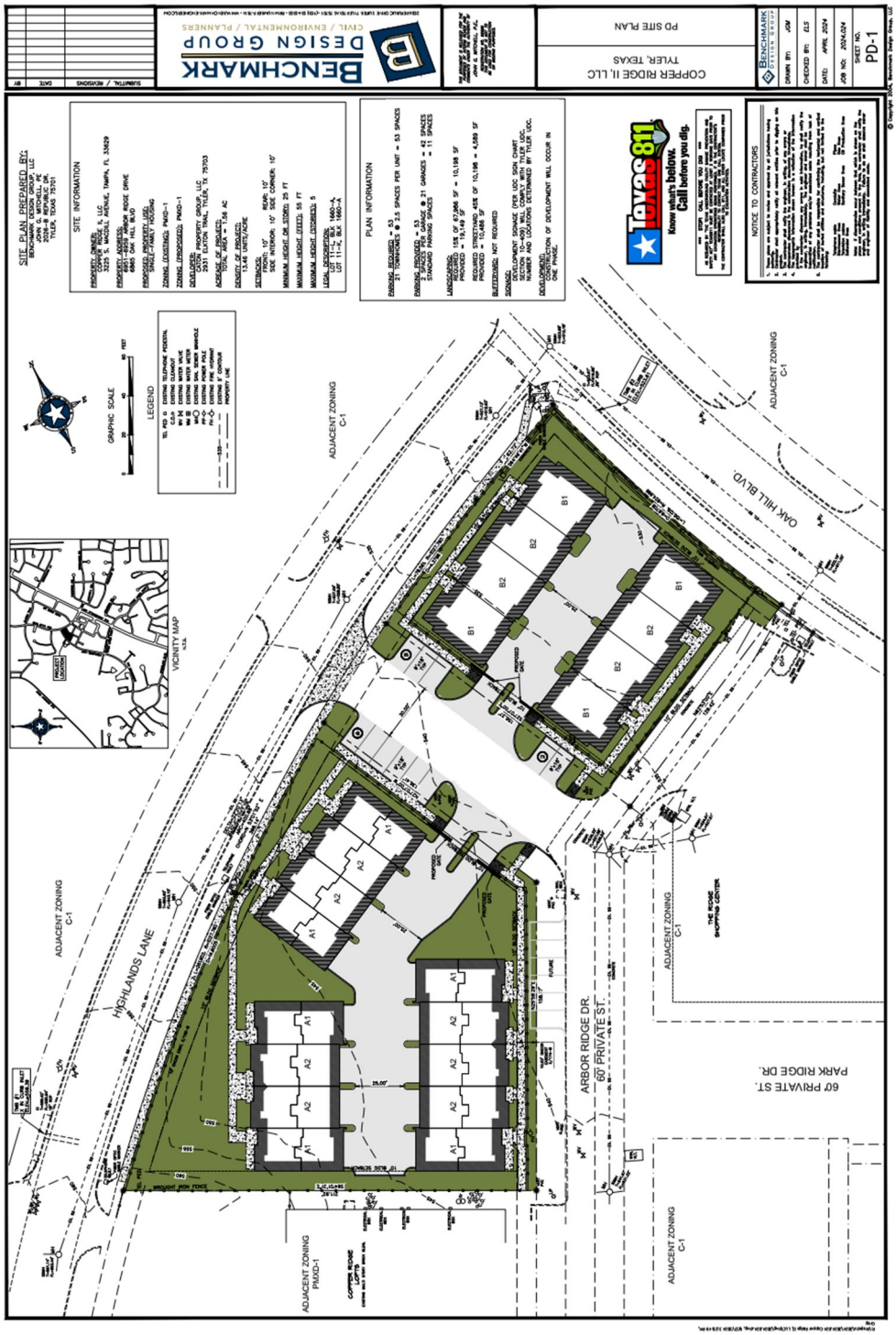
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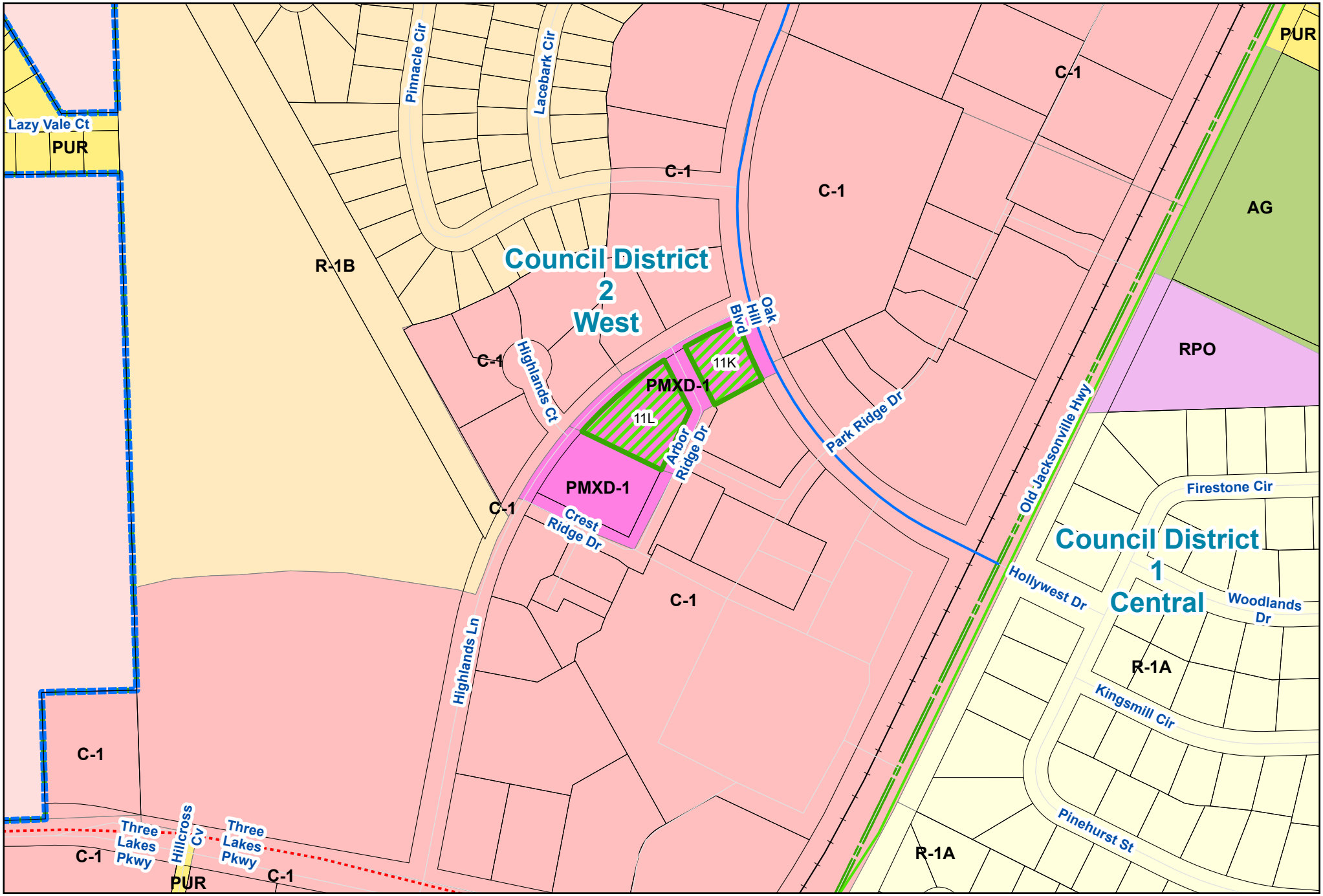
_____
CASSANDRA BRAGER, CITY CLERK

APPROVED:

_____
DEBORAH G. PULLUM,
CITY ATTORNEY

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





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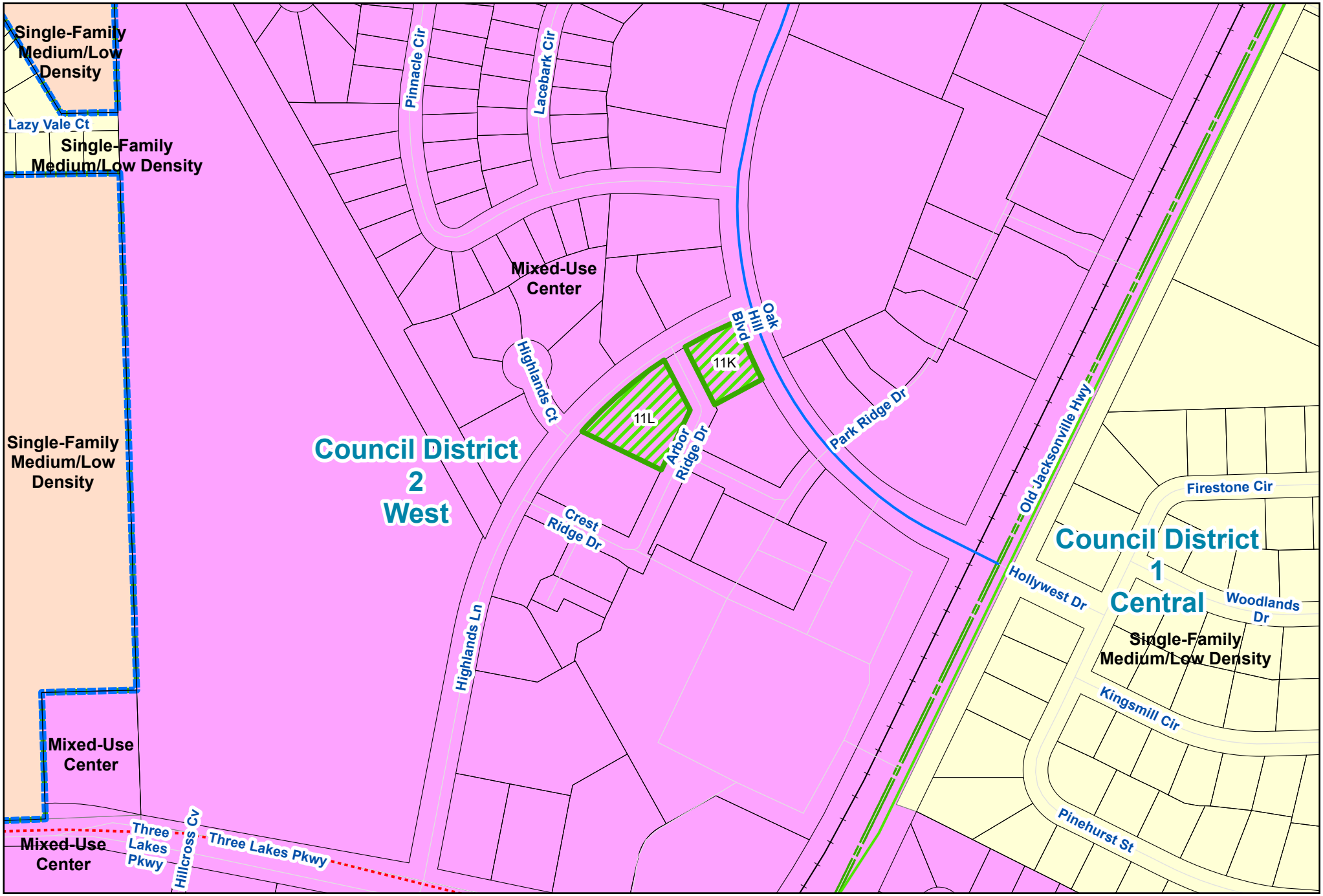
1 inch equals 300 feet

N

ZONING CASE

Zoning Case #: PD24-023
Current Zoning: PMXD-1
Proposed Zoning: SITE PLAN AMENDMENT
COPPER RIDGE II LLC

Subject Property
Council District Boundary
City Limits



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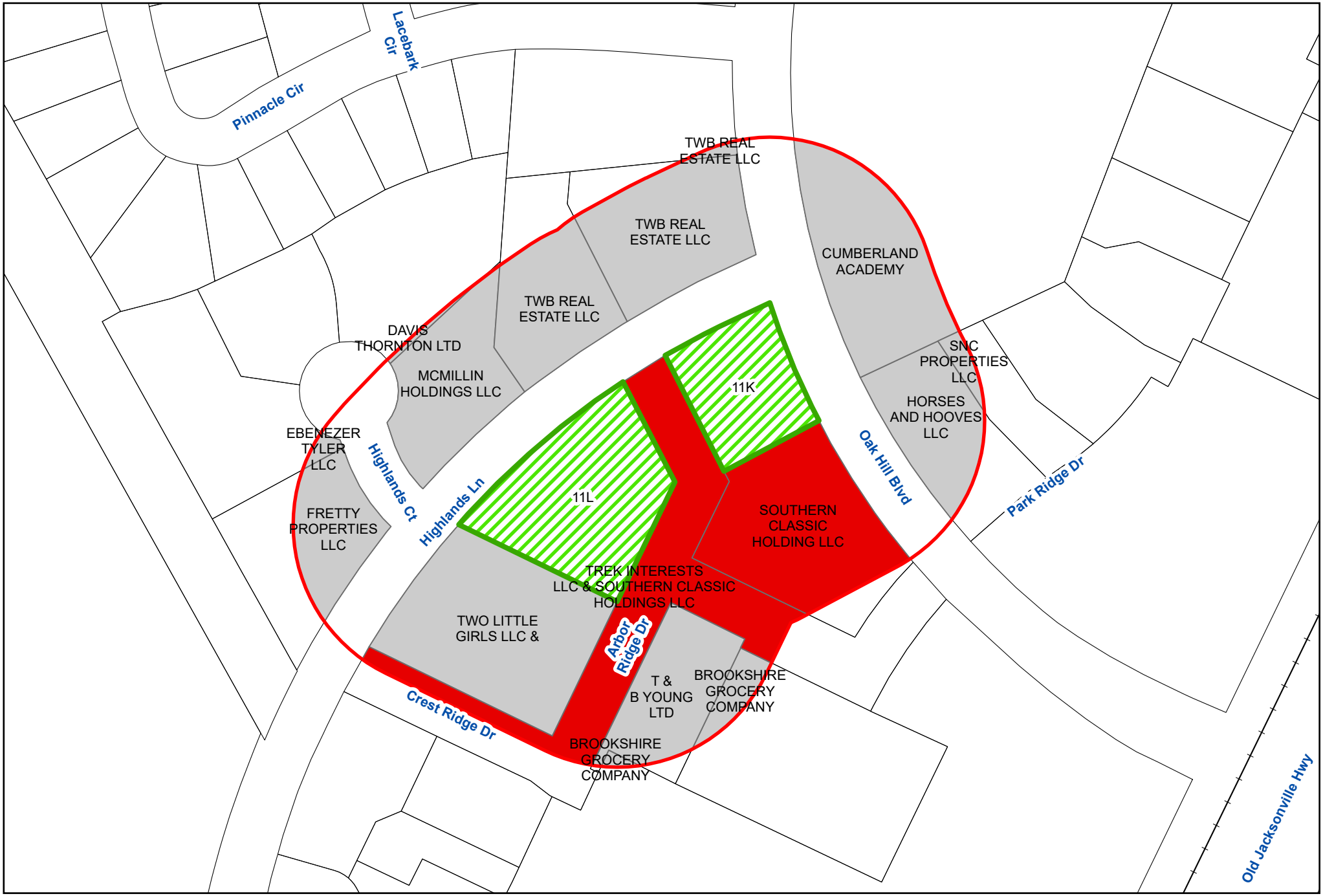
1 inch equals 300 feet

N

ZONING CASE

Zoning Case #: PD24-023
Current Zoning: PMXD-1
Proposed Zoning: SITE PLAN AMENDMENT
COPPER RIDGE II LLC

Subject Property
Council District Boundary
City Limits



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1 inch equals 150 feet

N

ZONING CASE

Zoning Case #: PD24-023
Current Zoning: PMXD-1
Proposed Zoning: SITE PLAN AMENDMENT
COPPER RIDGE II LLC

Subject Property
200' Mailed Notification Area
Protest Lots

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. Z-4

Date: October 23, 2024

Subject: Z24-029 KTSI PROPERTIES, LLC (2409 AND 2423 EAST COMMERCE STREET) Request that the City Council consider on appeal adoption of an Ordinance approving a zone change from 'R-1B', Single-Family Residential District to 'M-1', Light Industrial District. The applicant is appealing the denial by the Planning and Zoning Commission.

Item Reference:

The applicant is requesting the zone change to develop the property with light industrial uses on Lots 6 and 7 of NCB 911, two lots containing approximately 7.88 acres of land located west of the southwest intersection of North Northeast Loop 323 and East Commerce Street (2409 and 2423 East Commerce Street).

According to the Unified Development Code (UDC), the 'M-1', Light Industrial District is primarily intended to provide for the location and development of low impact industries and supporting commercial and public uses that generate relatively low levels of noise, smoke, odor, dust or intense light. These industrial and manufacturing uses may require accessibility to air, rail or street transportation routes. The minimum lot area is 15,000 square feet. The maximum building height allowed is 45 feet plus one additional foot for every one extra foot setback. Setback requirements are 25 feet in the front and rear. The side yard setback is zero except that the setback shall be 25 feet when the property abuts a residential district. Properties with an industrial designation are subject to UDC Development Standards such as landscaping and tree preservation, bufferyards, and sign regulations.

According to UDC Section 10-617, the City Council will consider the following approval criteria for zoning changes:

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.

The adjacent properties to the north are zoned 'M-1', Light Industrial District, and 'C-1' Single-Family Residential District and are the location of an electrical substation and undeveloped land. The adjacent property to the west is zoned 'R-1B', Single-Family Residential District and is undeveloped. The adjacent property to the east is zoned 'R-1B' Single Family Residential District and 'M-1', Light Industrial District, and is developed with a paint and collision repair business.

This request is consistent with the Future Land Use Guide, which identifies this property as Light Industrial/Warehouse.

The applicant intends to see the property as a future site for industrial businesses similar to Delek, S.T. Fastening, and E.T. Fastening. As the property to the west is zoned for residential, any development will require a Type 'C' bufferyard to be installed.

On October 1, 2024, the Planning and Zoning Commission held a public hearing for this request. The adjacent neighbor who lives on the property spoke of concerns about being protected from industrial activity. Staff discussed the various protections such as bufferyard requirements and the noise ordinance. The applicant discussed that the request is intended to market the property. The Commission agreed that the application was speculative in nature. The Planning Commission by a 7-0 vote denied the request. The applicant has filed a written appeal of the decision to City Council in consideration of their request. The applicant, whose company builds and repairs machines, intends to build a machine and a warehouse to service its customers, such as S.T. Fastening Systems and believes the location would be perfect for their business.

As of Friday, October 11, 2024, of the ten notices mailed, none were returned in favor or in opposition to the request.

All other departments have reviewed the application and do not anticipate any significant impact on services or facilities by the proposed rezoning request.

RECOMMENDATION:

The Planning and Zoning Commission by a 7-0 vote denied the request of the zone change from 'R-1B', Single-Family Residential District to 'M-1', Light Industrial District. The applicant has filed a written appeal of the decision to City Council in consideration of their request.

Attachments:
Z24-029_KTSI_PROPERTIES__LLC
Location Map
Future Land Use Map
Notification Map

Drafted/Recommended By:
Department Leader Kyle Kingma, AICP, CFM, 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 "R-1B", SINGLE FAMILY RESIDENTIAL DISTRICT TO "M-1", LIGHT INDUSTRIAL DISTRICT ON LOTS 6 AND 7 OF NCB 911, TWO LOTS CONTAINING APPROXIMATELY 7.88 ACRES OF LAND LOCATED WEST OF THE SOUTHWEST INTERSECTION OF NORTH NORTHEAST LOOP 323 AND EAST COMMERCE STREET (2409 AND 2423 EAST COMMERCE STREET); 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 Z24-029

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

> On Lots 6 and 7 of NCB 911, two lots containing approximately 7.88 acres of land located west of the southwest intersection of North Northeast Loop 323 and East Commerce Street (2409 and 2423 East Commerce Street).

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-Family Medium/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 23rd day of October A.D., 2024.

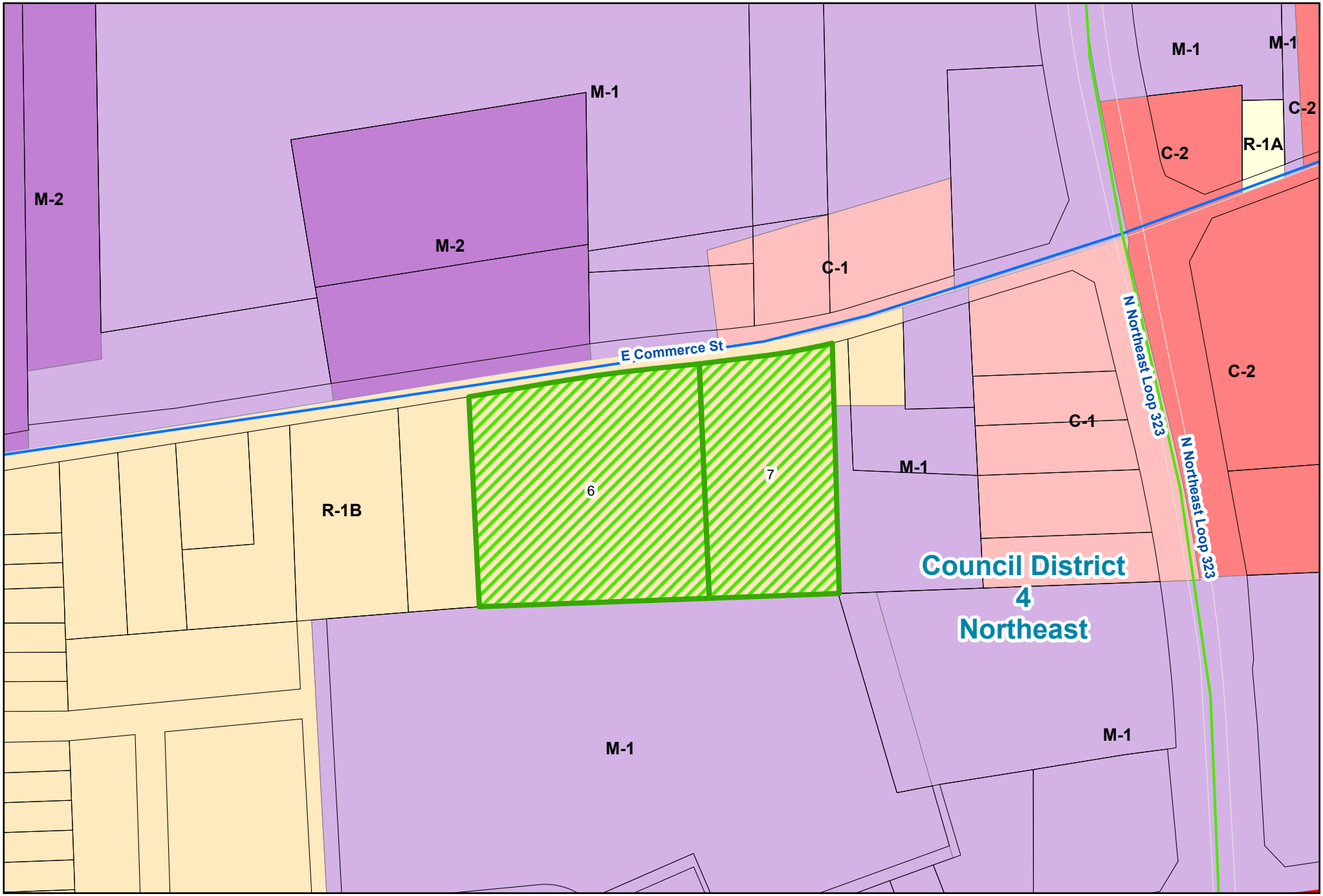
_____
DONALD P. WARREN, MAYOR
OF THE CITY OF TYLER, TEXAS

A T T E S T:

APPROVED:

_____
CASSANDRA BRAGER, CITY CLERK

_____
DEBORAH G. PULLUM,
CITY ATTORNEY



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.

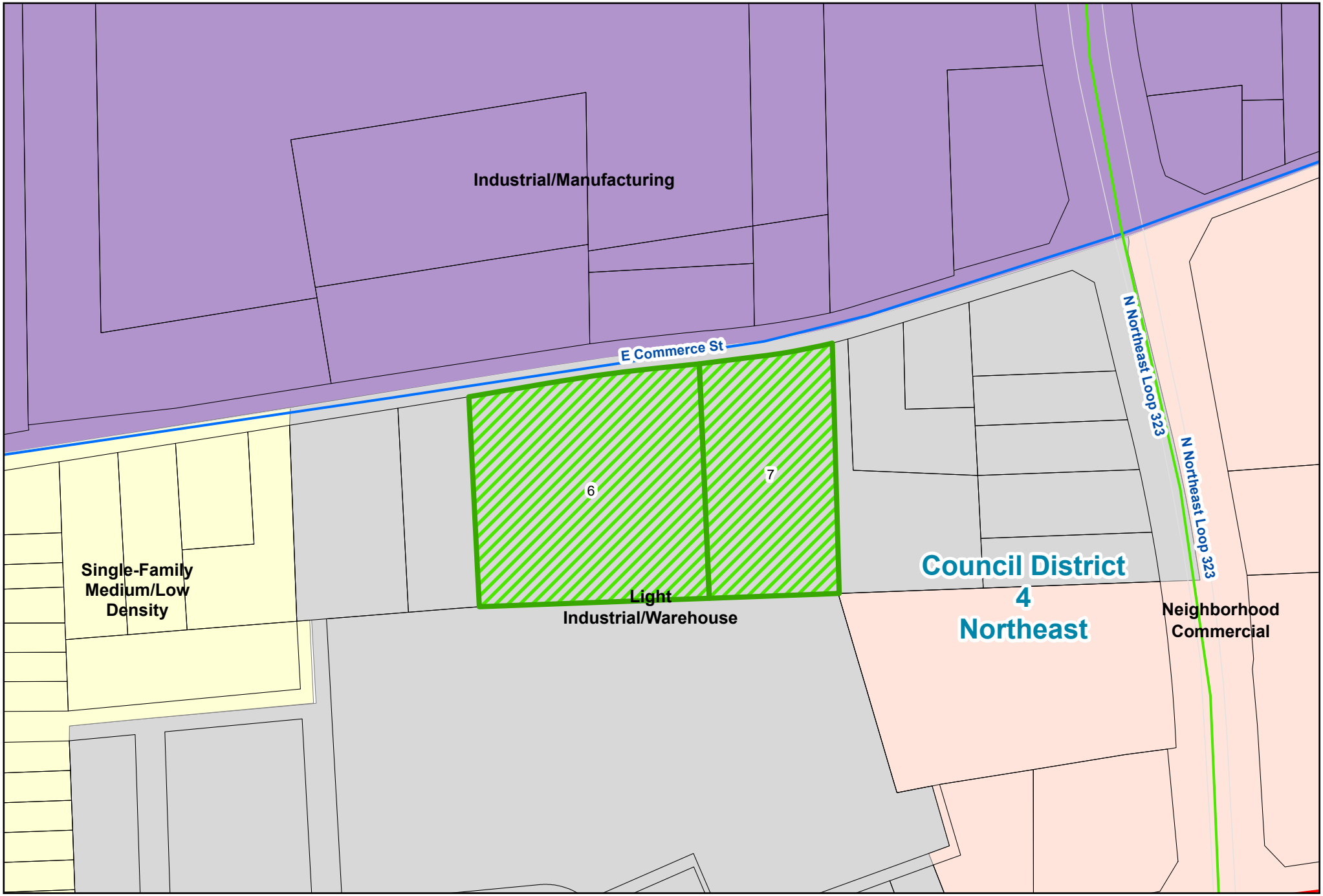
1 inch equals 250 feet

N

ZONING CASE

Zoning Case #: Z24-029
Current Zoning: R-1B
Proposed Zoning: M-1
KTSI PROPERTIES, LLC

Subject Property



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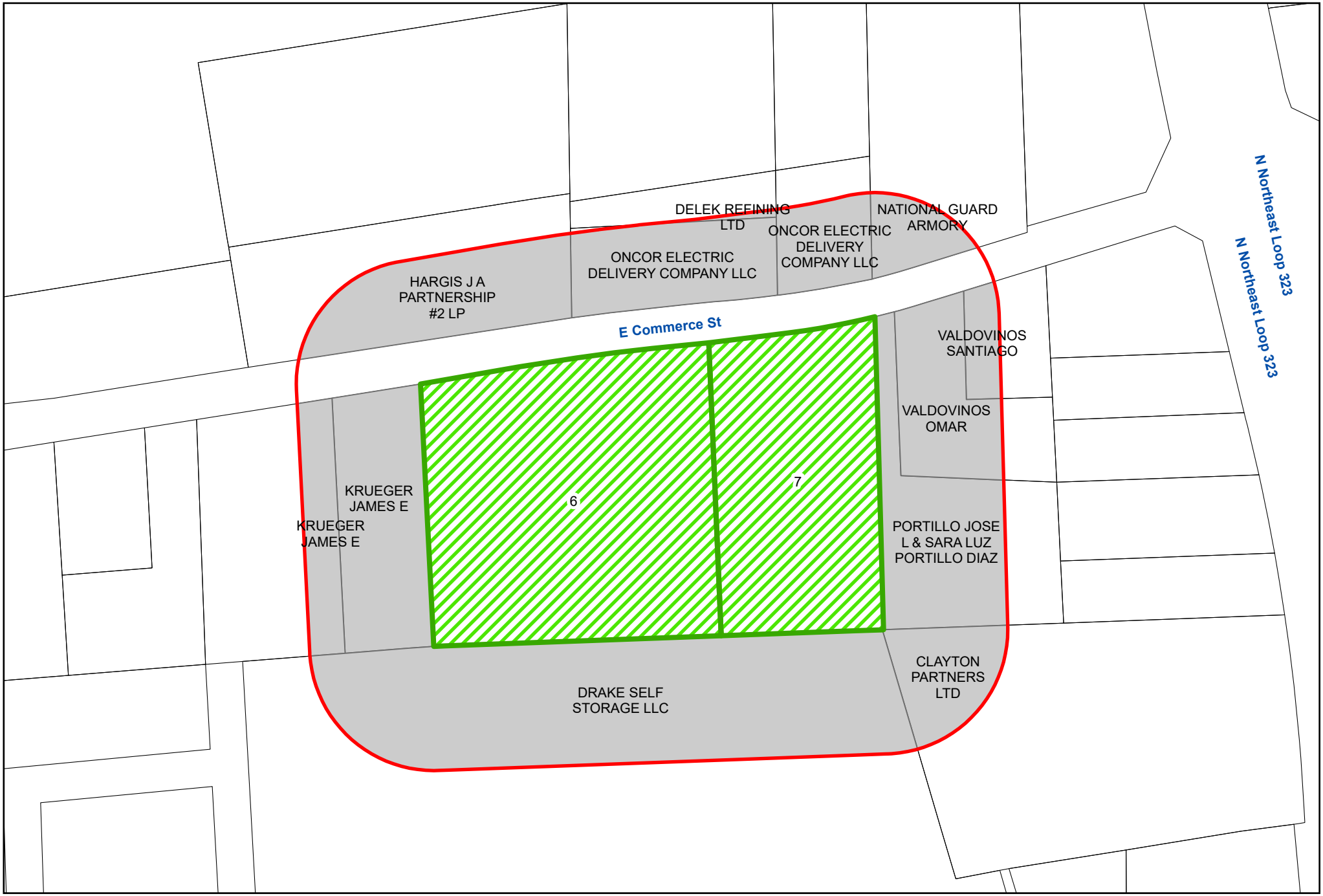
1 inch equals 250 feet

N

ZONING CASE

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Current Zoning: R-1B
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KTSI PROPERTIES, LLC

Subject Property



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1 inch equals 200 feet

N

ZONING CASE

Zoning Case #: Z24-029
Current Zoning: R-1B
Proposed Zoning: M-1
KTSI PROPERTIES, LLC

Subject Property

200' Mailed Notification Area

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. M-1

Date: October 23, 2024

Subject: Request that the City Council consider authorizing the City Manager to execute a Capital Improvement Project (CIP) construction contract with Reynolds and Kay, LTD for the Keaton Drainage Improvement project, Bid No. 24-014, for $4,429,876.60.

Item Reference: **HC 04/11/2023, Item 23-04-09; CC 04/26/2023, Item M-1**

A tributary of West Mud Creek, Tributary C-1.1, collects and carries stormwater from a primary residential area originating generally east of Pollard Park. This water travels south and west and into a larger tributary near Donnybrook Avenue and East-Southeast Loop 323. Tributary C-1.1 collects stormwater from approximately 248 acres with no detention facilities, and travels through residential properties. Approximately 142 acres of this drainage area are addressed in this project.

This area has been a focus for remediation for several years as a result of erosion and flooding issues. The home at 3414 Keaton Avenue has been flooded twice according to a complaint from April 2016. Other residents have complained of flooding, sinkholes, and erosion issues. A study performed by Adams Engineering and Cardinal Strategies, confirmed these issues and identified several possible solutions. Langan Engineering and Environmental Services, LLC completed the project design.

The project was advertised on 8/7/2024 and 8/14/2024 with an estimated EOPC (Engineer's Opinion of Probable Cost) of $4,000,000 to $4,500,000.

Bids were opened 9/24/2024 with two (2) bidders:
- True Roads Construction LLC $6,115,304.00
- Reynolds and Kay, LTD $4,429,876.60

To improve drainage in the area:
1. Drainage will be diverted down Keaton Avenue utilizing two (2) reinforced concrete boxes (RCB), reducing the volume of stormwater trying to use the natural channel between Bain Place and Keaton Avenue;
2. The improved channel from Shepherd Lane to Wynwood Drive will be enlarged and rebuilt increasing the capacity;
3. The natural channel between Bain Place and Keaton Avenue will be improved in the lower section near Shepherd Lane;
4. The improved channel from Fry Avenue to the improved channel between Shepherd Land and Wynwood Drive will be rebuilt, increasing its capacity; and

5. The utilities in Keaton from the diversion to Shepherd Lane will be replaced while the roadway is open for the RCB installation.

Funding Source: American Rescue Plan Act (ARPA) Funds

RECOMMENDATION:

Request that the City Council consider authorizing the City Manager to execute a Capital Improvement Project (CIP) construction contract with Reynolds and Kay, LTD for the Keaton Drainage Improvements project, Bid No. 24-014, for $4,429,876.60.

Attachments:
Bid Tab - 24-014 Keaton Avenue Drainage Project
Keaton_DA_Exhibit-PG1
Storm_Drainage_Improvements__Keaton_Ave__WMC_Trib_C-1.1__De_Charles_St_to_Wynnwood_Dr
Keaton Project Yellow Natural Channel Maroon RCB Orange Fry Channel

Drafted/Recommended By:
Department Leader Paul Neuhaus, P.E., M.S. - Stormwater Management and Environmental Compliance Engineer

Edited/Submitted By:
City Manager

Keaton Avenue Drainage Project - 24-014 Bid Tab

				Reynolds & Kay, LTD		True Roads Construction LLC	
BID ITEM	**DESCRIPTION**	**UNITS**	**QUANTITY**	**UNIT PRICE**	**TOTAL PRICE**	**UNIT PRICE**	**TOTAL PRICE**
1	MOBILIZATION	LS	1	$ 240,000.00	$ 240,000.00	$ 475,000.00	$ 475,000.00
2	CONSTRUCTION STAKING	LS	1	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00
3	PREPARING OF RIGHT OF WAY	STA	11	$ 5,000.00	$ 55,000.00	$ 25,000.00	$ 275,000.00
4	ROCK FILTER DAMS (INSTALL/MAINTAIN) (TY 3)	LF	36	$ 50.00	$ 1,800.00	$ 100.00	$ 3,600.00
5	ROCK FILTER DAMS (REMOVE)	LF	36	$ 15.00	$ 540.00	$ 16.00	$ 576.00
6	BIODEG EROSN CONT LOGS (INSTALL/MAINTAIN) (12")	LF	30	$ 10.00	$ 300.00	$ 35.00	$ 1,050.00
7	BIODEG EROSN CONT LOGS (REMOVE)	LF	30	$ 3.00	$ 90.00	$ 7.00	$ 210.00
8	TRIANGULAR FILTER DIKE (INLET PROTECTION) (INSTALL/MAINTAIN)	LF	30	$ 10.00	$ 300.00	$ 70.00	$ 2,100.00
9	TRIANGULAR FILTER DIKE (INLET PROTECTION) (REMOVE)	LF	30	$ 3.00	$ 90.00	$ 8.00	$ 240.00
10	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	12	$ 1,300.00	$ 15,600.00	$ 7,000.00	$ 84,000.00
11	REMOVING CONCRETE (CURB AND GUTTER)	LF	1051	$ 22.00	$ 23,122.00	$ 50.00	$ 52,550.00
12	REMOVING CONCRETE (SIDEWALKS)	SY	44	$ 55.00	$ 2,420.00	$ 100.00	$ 4,400.00
13	REMOVING CONCRETE (DRIVEWAYS)	SY	193	$ 67.00	$ 12,931.00	$ 75.00	$ 14,475.00
14	REMOVING CONCRETE (RIPRAP)	SY	786	$ 84.00	$ 66,024.00	$ 85.00	$ 66,810.00
15	REMOVE STR (RET WALL)	LF	1899	$ 90.00	$ 170,910.00	$ 60.00	$ 113,940.00
16	REMOVE STR (BOX CULVERT)	LF	66	$ 140.00	$ 9,240.00	$ 260.00	$ 17,160.00
17	REMOVE STR (PIPE)	LF	282	$ 67.00	$ 18,894.00	$ 110.00	$ 31,020.00
18	REMOVE STR (INLET)	EA	2	$ 1,800.00	$ 3,600.00	$ 2,500.00	$ 5,000.00
19	REMOVE STR (BRIDGE 0-99 FT LENGTH)	EA	2	$ 2,500.00	$ 5,000.00	$ 9,000.00	$ 18,000.00
20	REMOVE STAB BASE AND ASPHALT PAVEMENT (9")	SY	2930	$ 10.00	$ 29,300.00	$ 13.00	$ 38,090.00
21	PRIME COAT (MC-30)	GAL	741	$ 10.00	$ 7,410.00	$ 11.00	$ 8,151.00
22	REMOVE 6" WATER LINE AND APPURTENANCES	LF	119	$ 30.00	$ 3,570.00	$ 34.00	$ 4,046.00
23	REMOVE AND REPLACE FIRE HYDRANT ASSEMBLY	EA	1	$ 7,000.00	$ 7,000.00	$ 10,000.00	$ 10,000.00
24	RELOCATE EXISTING WATER METER	EA	8	$ 200.00	$ 1,600.00	$ 2,000.00	$ 16,000.00
25	RECONNECT EXISTING WATER SERVICE LINES	EA	14	$ 1,700.00	$ 23,800.00	$ 3,000.00	$ 42,000.00
26	REMOVE 6" SANITARY SEWER LINE	LF	30	$ 4.00	$ 120.00	$ 44.00	$ 1,320.00
27	REMOVE 8" SANITARY SEWER LINE	LF	584	$ 4.00	$ 2,336.00	$ 74.00	$ 43,216.00
28	REMOVE MANHOLE	EA	2	$ 1,850.00	$ 3,700.00	$ 4,000.00	$ 8,000.00
29	RECONNECT EXISTING SANITARY SEWER SERVICE LINES	EA	9	$ 2,000.00	$ 18,000.00	$ 5,000.00	$ 45,000.00
30	REMOVE AND REPLACE BRICK WALL AND IRON FENCE	LF	25	$ 350.00	$ 8,750.00	$ 350.00	$ 8,750.00
31	REMOVE EXISTING WOOD PANEL FENCE AND GATE	LF	258	$ 19.00	$ 4,902.00	$ 35.00	$ 9,030.00
32	EXCAVATION (CHANNEL)	CY	1024	$ 80.00	$ 81,920.00	$ 70.00	$ 71,680.00
33	EMBANKMENT (VEHICLE) (ORD COMP) (TY A)	CY	43	$ 65.00	$ 2,795.00	$ 120.00	$ 5,160.00
34	TRENCH EXCAVATION PROTECTION	LF	1627	$ 4.00	$ 6,508.00	$ 18.00	$ 29,286.00
35	CONCRETE BOX CULV (6 FT X 2 FT)	LF	1933	$ 550.00	$ 1,063,150.00	$ 800.00	$ 1,546,400.00
36	CONCRETE BOX CULV (7 FT X 3 FT)	LF	43	$ 800.00	$ 34,400.00	$ 1,100.00	$ 47,300.00
37	CONCRETE BOX CULV (7 FT X 5 FT)	LF	16	$ 1,200.00	$ 19,200.00	$ 2,200.00	$ 35,200.00
38	CONCRETE BOX CULV (8 FT X 3 FT)	LF	43	$ 870.00	$ 37,410.00	$ 1,200.00	$ 51,600.00
39	CONCRETE BOX CULV (8 FT X 4 FT)	LF	8	$ 1,200.00	$ 9,600.00	$ 1,900.00	$ 15,200.00
40	RC PIPE (CL III)(36 IN)	LF	92	$ 240.00	$ 22,080.00	$ 300.00	$ 27,600.00
41	36" RCP CONCRETE COLLAR	EA	1	$ 2,300.00	$ 2,300.00	$ 3,000.00	$ 3,000.00
42	TEN (10) FT CURB INLET	EA	2	$ 11,000.00	$ 22,000.00	$ 13,000.00	$ 26,000.00
43	RETAINING WALL (CONCRETE BAG WALL)	SF	4685	$ 107.00	$ 501,295.00	$ 76.00	$ 356,060.00
44	RETAINING WALL (SPREAD FOOTING) (TY A)	SF	3607	$ 69.00	$ 248,883.00	$ 95.00	$ 342,665.00
45	RETAINING WALL (SPREAD FOOTING) (TY A) W/FORM LINER FINISH	SF	2290	$ 81.34	$ 186,268.60	$ 120.00	$ 274,800.00
46	WINGWALL (SW-0)(HW=5 FT)	EA	2	$ 23,000.00	$ 46,000.00	$ 14,000.00	$ 28,000.00
47	RIPRAP (CONC)(6 IN)	CY	280	$ 742.00	$ 207,760.00	$ 770.00	$ 215,600.00
48	SANITARY SEWER LINE (PVC) (SDR 26) (6 IN.)	LF	30	$ 175.00	$ 5,250.00	$ 140.00	$ 4,200.00
49	SANITARY SEWER LINE (PVC) (SDR 26) (8 IN.)	LF	221	$ 90.00	$ 19,890.00	$ 190.00	$ 41,990.00
50	SANITARY SEWER LINE (PVC) (DR 21) (8") RJ	LF	187	$ 95.00	$ 17,765.00	$ 140.00	$ 26,180.00
51	STEEL CASING (14 IN.)	LF	141	$ 300.00	$ 42,300.00	$ 250.00	$ 35,250.00
52	INSTALL 48" DIA CONCRETE MANHOLE (< 7' DEEP)	EA	3	$ 7,600.00	$ 22,800.00	$ 11,000.00	$ 33,000.00
53	6" WATER TAPPING SLEEVE AND GATE VALVE (CUT/CAP EXISTING MAIN)	EA	3	$ 7,000.00	$ 21,000.00	$ 11,000.00	$ 33,000.00
54	6" WATER LINE (OPEN CUT)	LF	1032	$ 46.00	$ 47,472.00	$ 85.00	$ 87,720.00
55	6" 45 DEG. BEND	EA	7	$ 500.00	$ 3,500.00	$ 1,500.00	$ 10,500.00
56	6" 22.5 DEG. BEND	EA	2	$ 500.00	$ 1,000.00	$ 1,200.00	$ 2,400.00
57	6" 11.25 DEG. BEND	EA	2	$ 100.00	$ 200.00	$ 1,000.00	$ 2,000.00
58	6"X6" TEE	EA	2	$ 800.00	$ 1,600.00	$ 1,500.00	$ 3,000.00
59	FLEXIBLE BASE (CMP IN PLC) (TY A GR 1-2) (6 IN)	SY	3366	$ 34.00	$ 114,444.00	$ 35.00	$ 117,810.00
60	HOT-MIX ASPHALT PAVEMENT, TYPE D (3 IN)	TON	611	$ 160.00	$ 97,760.00	$ 250.00	$ 152,750.00
61	RECYCLED ASPHALT PAVEMENT	SY	4039	$ 8.00	$ 32,312.00	$ 50.00	$ 201,950.00
62	CONC CURB & GUTTER (TY I)	LF	1059	$ 43.00	$ 45,537.00	$ 46.00	$ 48,714.00
63	CONCRETE SIDEWALKS (4")	SY	49	$ 185.00	$ 9,065.00	$ 180.00	$ 8,820.00
64	DRIVEWAY (CONCRETE)	SY	226	$ 150.00	$ 33,900.00	$ 140.00	$ 31,640.00
65	WOOD PANEL FENCE AND GATE	LF	234	$ 70.00	$ 16,380.00	$ 120.00	$ 28,080.00
66	IRON FENCE AND GATE	LF	116	$ 100.00	$ 11,600.00	$ 200.00	$ 23,200.00
67	RCB HANDRAIL	LF	52	$ 100.00	$ 5,200.00	$ 170.00	$ 8,840.00
68	TELESPAR SQUARE TUBE RAIL	LF	15	$ 75.00	$ 1,125.00	$ 315.00	$ 4,725.00
69	BLOCK SODDING	SY	3120	$ 11.00	$ 34,320.00	$ 9.00	$ 28,080.00
70	VEGETATIVE WATERING	LS	1	$ 3,500.00	$ 3,500.00	$ 30,000.00	$ 30,000.00
71	INSPECTION, CLEANING, POST CCTV	LF	2652	$ 3.00	$ 7,956.00	$ 10.00	$ 26,520.00
72	LANDSCAPE AND IRRIGATION REPAIR/REPLACE	AL	1	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00
73	RELOCATE EXISTING SHED AND GREENHOUSE	AL	1	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00
74	CONTINGENCY	LS	1	$ 300,000.00	$ 300,000.00	$ 300,000.00	$ 300,000.00
		TOTAL AMOUNT (BASE BID)			**$ 4,203,794.60**		**$ 5,844,654.00**

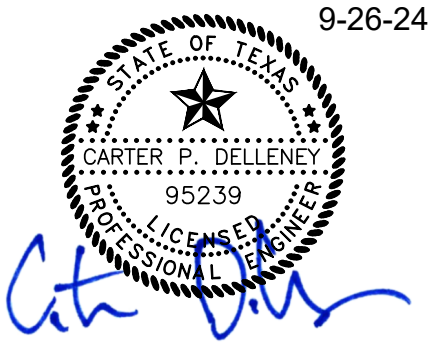
Keaton Avenue Drainage Project - 24-014 Bid Tab

				Reynolds & Kay, LTD		True Roads Construction LLC	
BID ITEM	**DESCRIPTION**	**UNITS**	**QUANTITY**	**UNIT PRICE**	**TOTAL PRICE**	**UNIT PRICE**	**TOTAL PRICE**
A1	MOBILIZATION	LS	1	$ 6,600.00	$ 6,600.00	$ 25,000.00	$ 25,000.00
A2	PREPARING OF RIGHT OF WAY	STA	2	$ 14,000.00	$ 28,000.00	$ 22,000.00	$ 44,000.00
A3	EMBANKMENT (VEHICLE) (ORD COMP) (TY A)	CY	110	$ 66.00	$ 7,260.00	$ 65.00	$ 7,150.00
A4	RETAINING WALL (CONCRETE BAG WALL)	SF	1237	$ 106.00	$ 131,122.00	$ 100.00	$ 123,700.00
A5	RIPRAP (STONE COMMON)(DRY)(12 IN)	CY	177	$ 300.00	$ 53,100.00	$ 400.00	$ 70,800.00
		TOTAL AMOUNT (ADD ALTERNATES)			**$ 226,082.00**		**$ 270,650.00**

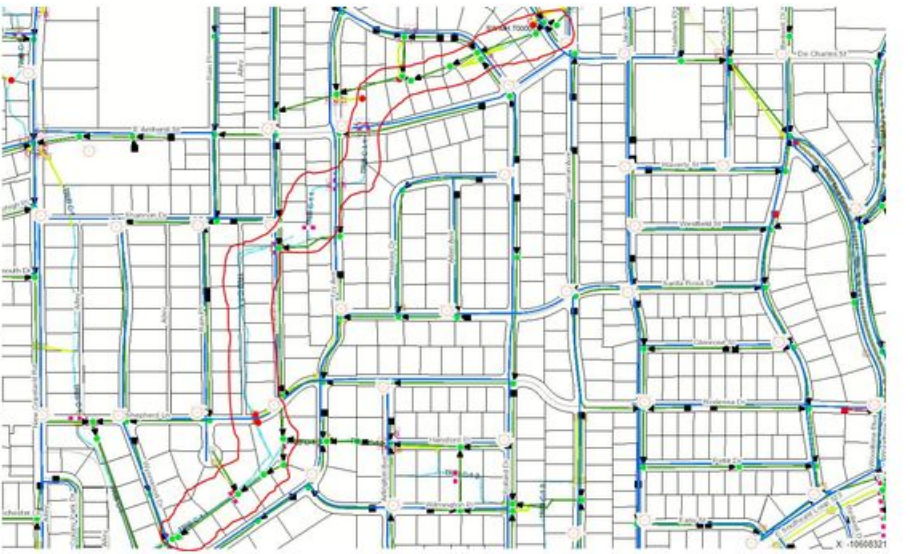
TOTAL AMOUNT (TOTAL BID)	**$ 4,429,876.60**		**$ 6,115,304.00**

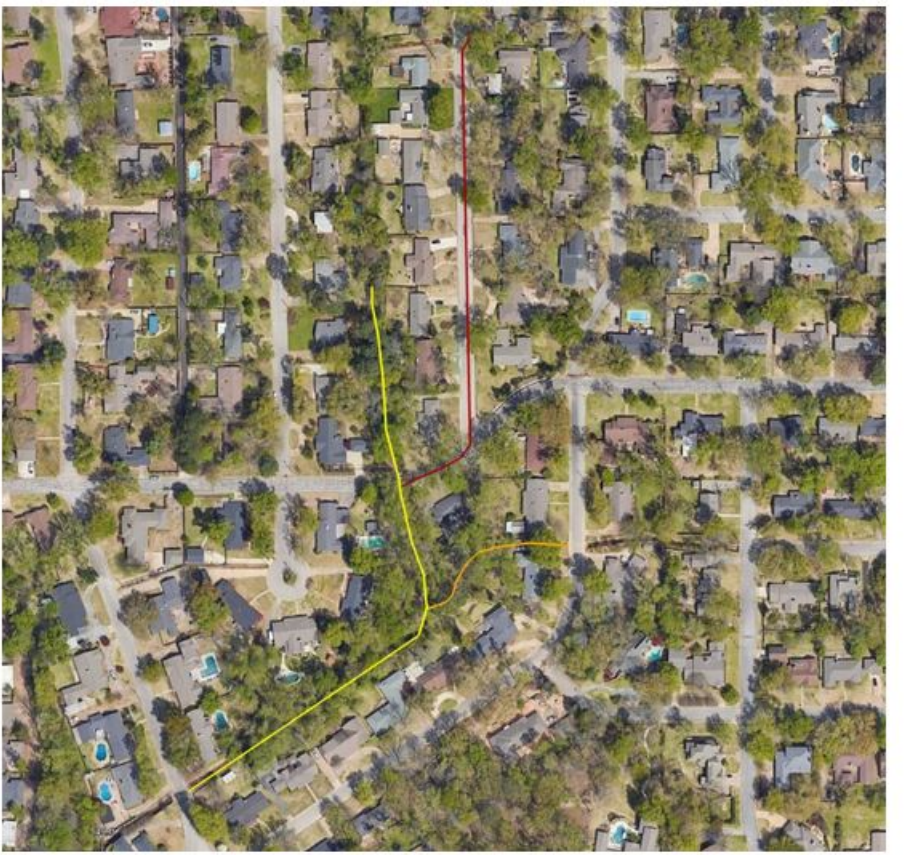
I certify that the unit prices entered into this spreadsheet match the written unit prices submitted and certified by the applicable contractor.

9-26-24




Adams
KEATON DRAINAGE STUDY DRAINAGE AREA
Legend
Drainage Area
TNRIS 5ft Contours
N
0
600
1,200
Feet
CARDINAL STRATEGIES


Sandy Pines Dr
Woodfield Rd
Glenwood Ave
Hamilton Blvd
Dundee Rd
Wheeling Ave
X: -10668321



CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-1

Date: October 23, 2024

Subject: Request that the City Council consider cancelling the regularly scheduled City Council meetings of November 27, 2024, and December 25, 2024.

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 dates in both November and December of this year falling in close proximity to holidays, these meetings could be cancelled without undue delay of any urgent items. It is, therefore, recommended that the regular City Council meetings scheduled for November 27, 2024 and December 25, 2024 be cancelled.

RECOMMENDATION:

It is recommended that the regularly scheduled City Council meetings of November 27, 2024, and December 25, 2024, be canceled.

Drafted/Recommended By:
Department Leader Deborah Pullum, City Attorney

Edited/Submitted By:
City Manager

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-2

Date: October 23, 2024

Subject: Request that the City Council consider authorizing the City Manager to award multiple vendors for the Annual Price Agreement for Automotive and Equipment parts per bid 23-092.

Item Reference:

On October 10, 2023, the City of Tyler opened sealed bid 23-092 for the annual price agreement of 32 categories of parts. Highlights of the bid format include:
Firm prices on automotive parts for a one year period. A contract extension clause for two additional one (1) year periods, with price adjustment percentage not to exceed the Consumer Price Index. This will be the first extension for FY 2024-2025. A premium quality parts requirement. Vendor percentage rebate option for purchases by the City. The primary vendor for parts will be Napa (Big M Auto Parts), and the secondary vendor will be ABC Auto Parts. The primary vendor for tire service will be Goodyear Commercial Tire.
See attachment for bid details.

RECOMMENDATION:

Request that the City Council consider authorizing the City Manager to award multiple vendors for the Annual Price Agreement for Automotive and Equipment parts per bid 23-092.

Attachments:
Tabulation__Parts_Bid_23-092

Drafted/Recommended By:
Department Leader Stan Stoffregen Fleet Manager

Edited/Submitted By:
City Manager

bid 23-092 price agreement for parts

	Napa	ABC	XL Parts	Superior Fleet	MHC Kenworth	GoodYear	Southern Tire
	Yes	Yes	no	no	no	no	no

Group 1 Ford Manufactured Automotive, Vans, and

incomplete bid

	Napa	ABC	XL Parts	Superior Fleet	MHC Kenworth	GoodYear	Southern Tire
Parts and Materials Handling Percentage Under Manufacture			25-40%				
Parts and Materials Handling Percentage Over Cost if no	14%	35%					
Warranty Information:							

Group 2 Ford Manufactured Heavy Duty Trucks F650

	Napa	ABC	XL Parts	Superior Fleet	MHC Kenworth	GoodYear	Southern Tire
Parts and Materials Handling Percentage Under Manufacture			25-40%	50%			
Parts and Materials Handling Percentage Over Cost if no	14%	35%		40%			
Warranty Information:				1 yr			

Group 3 General Motors Manufactured Automotive,

	Napa	ABC	XL Parts	Superior Fleet	MHC Kenworth	GoodYear	Southern Tire
Parts and Materials Handling Percentage Under Manufacture			25-50%				
Parts and Materials Handling Percentage Over Cost if no	14%	35%					
Warranty Information:							

Group 4 General Motors Manufactured Heavy Duty

	Napa	ABC	XL Parts	Superior Fleet	MHC Kenworth	GoodYear	Southern Tire
Parts and Materials Handling Percentage Under Manufacture			25-50%	50%			
Parts and Materials Handling Percentage Over Cost if no	14%	35%		40%			
Warranty Information:				1 yr			

Group 5 Dodge/Chrysler Manufactured Automotive,

	Napa	ABC	Xl Parts	Superior Fleet	MHC Kenworth	GoodYear	Southern Tire
Parts and Materials Handling Percentage Under Manufacture			25%				
Parts and Materials Handling Percentage Over Cost if no	14%	35%					
Warranty Information:							

Group 6 Freightliner Manufactured Heavy Duty Trucks

	Napa	ABC	XI Parts	Superior Fleet	MHC Kenworth	GoodYear	Southern Tire
Parts and Materials Handling Percentage Under Manufacture			no bid	50%			
Parts and Materials Handling Percentage Over Cost if no	14%	35%		40%			
Warranty Information:				1 yr			

Group 7 International Manufactured Heavy Duty Trucks

	Napa	ABC	XI Parts	Superior Fleet	MHC Kenworth	GoodYear	Southern Tire
Parts and Materials Handling Percentage Under Manufacture			no bid	50%			
Parts and Materials Handling Percentage Over Cost if no	14%	35%		40%			
Warranty Information:				1 yr			

Group 8 John Deere Manufactured Light Duty Tractors

	Napa	ABC	XI Parts	Superior Fleet	MHC Kenworth	GoodYear	Southern Tire
Parts and Materials Handling Percentage Under Manufacture		no bid	no bid				
Parts and Materials Handling Percentage Over Cost if no	14%						
Warranty Information:							

Group 9 Kubota Manufactured Light Duty Tractors and

	Napa	ABC	XI Parts	Superior Fleet	MHC Kenworth	GoodYear	Southern Tire
Parts and Materials Handling Percentage Under Manufacture		no bid	no bid				
Parts and Materials Handling Percentage Over Cost if no	14%						
Warranty Information:							

Group 10 Miscellaneous Mowers and Equipment not

	Napa	ABC	XI Parts	Superior Fleet	MHC Kenworth	GoodYear	Southern Tire
Parts and Materials Handling Percentage Under Manufacture		no bid	no bid				
Parts and Materials Handling Percentage Over Cost if no	14%						
Warranty Information:							

Group 11 Exmark Manufactured Mowers and Equipment

	Napa	ABC	XI Parts	Superior Fleet	MHC Kenworth	GoodYear	Southern Tire
Parts and Materials Handling Percentage Under Manufacture		no bid	no bid				
Parts and Materials Handling Percentage Over Cost if no	14%						
Warranty Information:							

Group 13 Radiators for Automotive, Light Duty Trucks,

	Napa	ABC	XI Parts	Superior Fleet	MHC Kenworth	GoodYear	Southern Tire
Parts and Materials Handling Percentage Under Manufacture			50%				
Parts and Materials Handling Percentage Over Cost if no	14%	35%					
Warranty Information:							

Group 14 Radiators for Heavy Duty Trucks, Buses, &

	Napa	ABC	XI Parts	Superior Fleet	MHC Kenworth	GoodYear	Southern Tire
Parts and Materials Handling Percentage Under Manufacture			no bid		-15%		
Parts and Materials Handling Percentage Over Cost if no	10%	35%					
Warranty Information:							

Group 15 Alternators and Starters for Heavy Duty

	Napa	ABC	XI Parts	Superior Fleet	MHC Kenworth	GoodYear	Southern Tire
Parts and Materials Handling Percentage Under Manufacture			no bid	50%	-17%		
Parts and Materials Handling Percentage Over Cost if no	10%	35%		32%			
Warranty Information:				1 yr			

Group 16 Miscellaneous Parts for Arboc Buses

	Napa	ABC	XI Parts	Superior Fleet	MHC Kenworth	GoodYear	Southern Tire
Parts and Materials Handling Percentage Under Manufacture		no bid	no bid	30%			
Parts and Materials Handling Percentage Over Cost if no	14%			33%			
Warranty Information:				1 yr			

Group 17 Miscellaneous Parts for Gillig Buses

	Napa	ABC	XI Parts	Superior Fleet	MHC Kenworth	GoodYear	Southern Tire
Parts and Materials Handling Percentage Under Manufacture		no bid	no bid				

Parts and Materials Handling Percentage Over Cost if no	14%						
Warranty Information:							

Group 18 Miscellaneous Parts for General Coach Buses

	Napa	ABC	XI Parts	Superior Fleet	MHC Kenworth	GoodYear	Southern Tire
Parts and Materials Handling Percentage Under Manufacture		no bid	no bid				
Parts and Materials Handling Percentage Over Cost if no	14%						
Warranty Information:							

Group 19 Miscellaneous Parts for Champion Buses

	Napa	ABC	XI Parts	Superior Fleet	MHC Kenworth	GoodYear	Southern Tire
Parts and Materials Handling Percentage Under Manufacture		no bid	no bid				
Parts and Materials Handling Percentage Over Cost if no	14%						
Warranty Information:							

Group 20 Miscellaneous Parts for Tymco Street Sweeper

	Napa	ABC	XI Parts	Superior Fleet	MHC Kenworth	GoodYear	Southern Tire
Parts and Materials Handling Percentage Under Manufacture		no bid	no bid				
Parts and Materials Handling Percentage Over Cost if no	14%						
Warranty Information:							

Group 21 Automotive, Light & Heavy-Duty Truck, Bus,

	Napa	ABC	XI Parts	Superior Fleet	MHC Kenworth	GoodYear	Southern Tire
Parts and Materials Handling Percentage Under Manufacture			42%	60%	-20%		
Parts and Materials Handling Percentage Over Cost if no	14%	35%		18%			
Warranty Information:				1 yr			

Group 22 Miscellaneous parts for Kenworth Model trucks

	Napa	ABC	XI Parts	Superior Fleet	MHC Kenworth	GoodYear	Southern Tire
Parts and Materials Handling Percentage Under Manufacture			no bid	40%	-20%		
Parts and Materials Handling Percentage Over Cost if no	14%	35%		40%			
Warranty Information:				1yr			

Group 23 Miscellaneous parts for HINO Model trucks

	Napa	abc	Xl Parts	Superior Fleet	MHC Kenworth	GoodYear	Southern Tire
Parts and Materials Handling Percentage Under Manufacture			no bid				
Parts and Materials Handling Percentage Over Cost if no	14%	35%					
Warranty Information:							

Group 24 Miscellaneous parts for New Holland Model

	Napa	abc	Xl Parts	Superior Fleet	MHC Kenworth	GoodYear	Southern Tire
Parts and Materials Handling Percentage Under Manufacture		no bid	no bid				
Parts and Materials Handling Percentage Over Cost if no	14%						
Warranty Information:							

Group 25 Tires

	Napa	ABC	Xl Parts	Superior Fleet	MHC Kenworth	GoodYear	Southern Tire
11r22.5 new	no bid	no bid	no bid			369.82	959.45
11r22.5 retread						151.17	
11r24.5 recap						185.62	
31580r22.5 steer						485	
31580r22.5 recap						251.89	
31580r22.5 high sholder recap						200.66	
25560r18						154.00	
24555r18						146.56	
26560r17						140.25	
25570r17						137.00	
22560r18						134.11	
24570r17 truck						115.00	
wheel refurbish						35.00	25.00
scrap disposal						8	
casing cost if any							
new drive rim 22.5x9							
new steer rim 22.5x8.25							
valve stem and cap						3.5	7.95
Balance						7.5	no bid

flow thru valve stem						2	2

Group 26 Miscellaneous filter for City Fleet	Napa	ABC	XI Parts	Superior Fleet	MHC Kenworth	GoodYear	Southern Tire
Wix 51372 or equivalent	3.37	7.05	4.71				
Wix 57502 or equivalent	3.37	7.05	4.58				
Wix 51050 or equivalent	4.06	8.55	5.48				
Wix 51042 or equivalent	3.31	7.05	4.58				
Wix 51748 or equivalent	25.81	54.32	31.5				
Wix 51348 or equivalent	3.37	7.05	4.58				
Wix 51358 or equivalent	5.06	10.56	4.94				
Wix 51374 or equivalent	4.01	8.82	5.12				
Wix 51791 or equivalent	7.00	15.55	9.68				
Wix 51971 or equivalent	10.72	23.8	14.29				
Napa 2809 or equivalent	41.5	85.03	55.91				
Napa 2487 or equivalent	9.6	6.66	27.21				

Napa 2488 or equivalent	10.4	6.66	10.99				
Napa 4048 or equivalent	7.98	17.53	29.41				
Napa 3995 or equivalent	22.74	14.12	6.65				
Napa 1551or equivalent	4.77	10.15	19.88				
Napa 1660 or equivalent	14.27	31.02	57.97				
Napa 2803 or equivalent	41.24	102.86	32.42				
Napa 15958 or equivalent	72.07	no bid	32.42				
Napa 7740xe or equivalent	51.12	108.18	71.46				
Napa 7750s or equivalent	9.39	21.15	13.56				
Napa 7678 or equivalent	10.61	22.98	14.84				

Group 27 Miscellaneous coolant for City Fleet	Napa	ABC	Xl Parts	Superior Fleet	MHC Kenworth	GoodYear	Southern Tire
Orange / brand	Napa/10.34	prime / 8.81	11.97				
Green / brand	Napa/10.06	prime/7.91	8.45				
Red extended life or equivalent / brand	napa / 10.419	prime/13.02	13.95				
Yellow extended life or equivalent / brand	napa /10.06	prime/8.18	8.75				
Pink scr precharged / brand	napa /10.49	prime /13.02	18.83				

Group 28 Miscellaneous lubricants for City Fleet	Napa	Abc	XL Parts	Superior Fleet	MHC Kenworth	GoodYear	Southern Tire
0w20 quart / brand	6.23	5.38	6.3				
0w40 quart / brand	6.99	10.5	8.99				
5w20 quart / brand	6.23	5.38	4.77				
5w30 quart / brand	15	5.38	4.77				
15w40 gallon/ brand	6.49	18.6	17.99				
Full synthetic ATF quart / brand	6.49	7.45	6.3				
75w90 valvoline gear oil quart	16.25	9.9	12.33				

Group 29 Ford explorer brake parts	Napa	ABC	XL Parts	Superior Fleet	MHC Kenworth	GoodYear	Southern Tire
NAPA PART #pads FT8855	72.48	65.12	54.84				
NAPA PART pads FT8488	64.93	45.59	47.32				
NAPA PART #rotors 890982cr	91.55	54.5	64.8				
NAPA PART #rotors 890983cr	91.55	40.11	46.4				
Warranty	Lifetime	limited lifetime	1 yr				

Group 30 Chevy Tahoe brake parts	Napa	ABC	Xl Parts	Superior Fleet	MHC Kenworth	GoodYear	Southern Tire
NAPA PART #pads AD8312	62.99	44.05	53.21				
NAPA PART pads AD8472	62.99	49.54	58.2				
NAPA PART #rotors 880422cr	91.55	41.8	64				
NAPA PART #rotors 880279cr	91.55	44.76	60				
Warranty	Lifetime	limited lifetime	1 yr				

Group 31 Dodge Charger brake parts	Napa	ABC	Xl Parts	Superior Fleet	MHC Kenworth	GoodYear	Southern Tire
NAPA PART #pads FT8997	75.28	58.66	38.18				
NAPA PART pads FT8998	76.48	63.65	64.02				
NAPA PART #rotors 880395cr	74.92	56.81	58.4				
NAPA PART #rotors 88174cr	74.92	77.82	56.8				
Warranty	Lifetime	limited lifetime	1 yr				

Group 32 Miscellaneous fluid for City Fleet	Napa	ABC	Xl Parts	Superior Fleet	MHC Kenworth	GoodYear	Southern Tire
CRC Brake clean 1lb3oz size / brand	4.39	5.67	5.99				
Shop towels 55 count roll / brand	3.48	3.52	3.69				
Purple power 40oz/ brand	4.97	8.41	8.99				
5w30 quart / brand	6.23	4.07	5.29				
Glass cleaner 19oz/ brand	5.82	4.34	3.1				
PB Blaster 11oz / brand	6.99	6.89	6.99				
Vinyl protectant 40oz	13.71	13.25	no bid				
	25 catagories	5 categories	no consignment				

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-3

Date: October 23, 2024

Subject: Request that the City Council consider authorizing the City Manager to award Action Cleaning of Tyler as the primary vendor for wash bay chemicals and repairs, and AAA Sanitation as primary vendor to clean the grit traps.

Item Reference:

On October 10, 2023, sealed bids for bid 23-094 were opened to provide wash bay repair services, wash bay chemicals, and provide cleaning for the grit traps for City of Tyler Vehicle Services Oakwood Complex and the Solid Waste Container Maintenance Facility. Bids were received from three qualified vendors which include Action Cleaning, Chem Station, and AAA Sanitation.
After evaluation of pricing, staff decided Action Cleaning has submitted the lowest bid for wash bay repairs and chemicals.
AAA Sanitation was the only vendor that bid to clean the grit traps.
The contract will be a one-year contract with two (2) one-year renewals, if agreed upon by both parties.
This will be first extension of this bid for FY 2024-2025.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to award Action Cleaning of Tyler as the primary vendor for wash bay chemicals and repairs, and AAA Sanitation as primary vendor to clean the grit traps.

Attachments:
bid 23-094 wash bay and grit trap.

Drafted/Recommended By:
Department Leader Stan Stoffregen Fleet 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

09/20/2023
DATE MAILED

Quote No:23-094
(Number must appear on ALL correspondence)

Closing Time: 2:00pm

Closing Date:10/10/2023

Addressed To: Action Cleaning Systems, Inc
1325 S. Beneth Ave.
Tyler, Tx. 75701

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.

Purchasing Manager

Sealed quotes to furnish the following will be received in the Purchasing Office @ 304 North Border, Tyler, Texas 75702, Attn: Sherry Pettit until October 10,2023 and opened by City Staff in the City Council Chambers @ 212 North Bonner, City Hall, 2nd Floor @ 2:00 PM on October 10,2023

Bid number 23-094 ANNUAL PRICE AGREEMENT FOR OAKWOOD COMPLEX WASH BAY MAINTENANCE , SERVICE AND CHEMICALS

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.

NET 30 DAYS
INVOICING TERMS

9/18/23
DATE

Action Cleaning Systems, Inc.
COMPANY NAME

Jim Woodrum
AUTHORIZED REPRESENTATIVE (print)

Jim Woodrum
SIGNATURE

See other side for TERMS AND CONDITIONS

* All Quotes Must Be Signed

CERTIFICATE OF INTERESTED PARTIES:

The successful bidder will be required to file form 1295 electronically on the Texas Ethics Commission website within 7 days of notification of the vendor's successful bid.

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.

DETAILED PRICE PROPOSAL

Group 1 – Maintenance of high pressure wash bay equipment

Service call if any	$ N/C
Labor hourly rate	$ 79.00
Parts markup % rate	$ 10% Discount
Response time	Same DAY if Before 10:00 AM Then Next DAY

Group 2 – New equipment sales

Service call if any	$ N/C
New install labor rate	$ N/C
Markup % rate	$ 20% Discount

Group 3 – Bulk Fleet wash soap

Service call or delivery fee if any	$ N/C
Amount – for example 55gal,275 gallon tote ACS-200	$ 316.80 per 55 GAL. DRUM
Price per gallon	
Ratio of chemical (example 4parts chemical to 1 part water)	$ 10:1

Group 4 – Bulk foaming heavy duty foaming degreaser

Service call or delivery fee if any	$ N/C
Amount – for example 55gal,275 gallon tote ACS-200	$ 5.75 per Gallon Bulk
Price per gallon	
Ratio of chemical (example 4parts chemical to 1 part water)	$ [redacted]

Group 5 – Bulk non-acidic gel cleaner for fleet wash

Service call or delivery fee if any	$ N/C
Amount – for example 55gal,275 gallon tote SOLV X MP650	$ 996.75 55 GAL. DRUM
Price per gallon	
Ratio of chemical (example 4parts chemical to 1 part water)	$ [redacted]

Group 6 – Clean Grit Trap

Service call or delivery fee if any	$ N/A
Amount – for example 55gal,275 gallon	$
Price per gallon	
Disposal Fee	$

VOLUME DISCOUNT REBATE ATTACHMENT

Purchases	Percentage of Purchase Rebate
From $0 to $24,999 City Purchases for Service	%
From $24,999 to $49,999 in City Purchases for Service	%

REQUEST FOR QUOTATION

THIS IS NOT AN ORDER

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

Telephone: (903) 531-1232

09/20/2023

10-4-23
DATE MAILED

Quote No:23-094
(Number must appear on ALL correspondence)

Closing Time: 2:00pm

Closing Date:10/10/2023

Addressed To:

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.

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.

AAA Sanitation INC
Purchasing Manager

Sealed quotes to furnish the following will be received in the Purchasing Office @ 304 North Border, Tyler, Texas 75702, Attn: Sherry Pettit until October 10,2023 and opened by City Staff in the City Council Chambers @ 212 North Bonner, City Hall, 2nd Floor @ 2:00 PM on October 10,2023

Bid number 23-094 ANNUAL PRICE AGREEMENT FOR OAKWOOD COMPLEX WASH BAY MAINTENANCE , SERVICE AND CHEMICALS

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.

NET 30
INVOICING TERMS

10-4-23
DATE

A A A SANITATION INC
COMPANY NAME

GREG DAVIS
AUTHORIZED REPRESENTATIVE (print)

Greg Davis
SIGNATURE

See other side for TERMS AND CONDITIONS

* All Quotes Must Be Signed

CERTIFICATE OF INTERESTED PARTIES:

The successful bidder will be required to file form 1295 electronically on the Texas Ethics Commission website within 7 days of notification of the vendor's successful bid.

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.

DETAILED PRICE PROPOSAL

Group 1 – Maintenance of high pressure wash bay equipment

Service call if any	$
Labor hourly rate	$
Parts markup % rate	$
Response time	

Group 2 – New equipment sales

Service call if any	$
New install labor rate	$
Markup % rate	$

Group 3 – Bulk Fleet wash soap

Service call or delivery fee if any	$
Amount – for example 55gal,275 gallon tote	$
Price per gallon	
Ratio of chemical (example 4parts chemical to 1 part water)	$

Group 4 – Bulk foaming heavy duty foaming degreaser

Service call or delivery fee if any	$
Amount – for example 55gal,275 gallon tote	$
Price per gallon	
Ratio of chemical (example 4parts chemical to 1 part water)	$

Group 5 – Bulk non-acidic gel cleaner for fleet wash

Service call or delivery fee if any	$
Amount – for example 55gal,275 gallon tote	$
Price per gallon	
Ratio of chemical (example 4parts chemical to 1 part water)	$

Group 6 – Clean Grit Trap

Service call or delivery fee if any	$ 450.00
Amount – for example 55gal,275 gallon	2000 GALLONS
Price per gallon	$ 0.60
Disposal Fee	$

VOLUME DISCOUNT REBATE ATTACHMENT

Purchases	**Percentage of Purchase Rebate**
From $0 to $24,999 City Purchases for Service	%
From $24,999 to $49,999 in City Purchases for Service	%

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-4

Date: October 23, 2024

Subject: Request that the City Council consider authorizing the City Manager to award Hydraulic Power as the primary vendor for hydraulic services.

Item Reference:

On October 10, 2023, sealed bid 23-090 for Hydraulic Services rebuild and repair was opened. The bid was sent to six different vendors. One vendor responded. Vehicle Services found the pricing to be reasonable and responsive. The bid gives firm pricing for one (1) year with two (2) additional one-year periods. This will be the first extension for FY 2024-2025

RECOMMENDATION:

it is recommended that the City Council consider authorizing the City Manager to award Hydraulic Power as the primary vendor for hydraulic services.

Attachments:
hyd bid extension

Drafted/Recommended By:
Department Leader Stan Stoffregen Fleet Manager

Edited/Submitted By:
City Manager

REQUEST FOR QUOTATION COPY

THIS IS NOT AN ORDER

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

Telephone: (903) 531-1232

09/20/23
DATE MAILED

Quote No: 23-090
(Number must appear on ALL correspondence)

Closing Time: 2:00 pm

Closing Date: 10/10/2023

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.

Sherry Pettit
Purchasing Manager

Sealed quotes to furnish the following will be received in the Purchasing Office @ 304 North Border, Tyler, Texas 75702, Attn: Sherry Pettit until October 10, 2023 and opened by City Staff in the City Council Chambers @ 212 North Bonner, City Hall, 2nd Floor @ on October 10 ,2023

Bid 23-090 ANNUAL PRICE AGREEMENT FOR HYDRAULIC CYLINDER REBUID AND OR REPAIR TO HYDRYDRAULIC SYSTEMS.

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.

Net 30 Days
INVOICING TERMS

September 24, 2024
DATE

Hydraulic Power Services
COMPANY NAME

Natalie Rosser
AUTHORIZED REPRESENTATIVE (print)

Natalie Rosser
SIGNATURE

* All Quotes Must Be Signed

See other side for TERMS AND CONDITIONS

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:
In accordance with Texas Government Code Sec. 2252.908, 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:09/20/23

BID # / PROPOSAL #: 23-090

CLOSING TIME:2:00 pm
CLOSING DATE:10/10/23

PROPOSERS MUST COMPLETE THIS SECTION

ITEM NO.	QUANTITY	DESCRIPTION	BRAND	UNIT PRICE	TOTAL NET PRICE
		QUOTE THE FOLLOWING GROUPS FOR HYDRAULIC CYLINDER REBUILDS FOR A ONE-YEAR PERIOD (These cylinders are for our Heil Rear Load refuse body)			
1	1	Packing Cylinder		300.00	300.00
2	1	Slide Cylinder		200.00	200.00
3	1	Ejector Cylinder		375.00	375.00
4	1	Tailgate Cylinder		200.00	200.00
5	1	Winch Cylinder		200.00	200.00
		QUOTE THE FOLLOWING GROUPS FOR HYDRAULIC CYLINDER REBUILDS FOR A ONE-YEAR PERIOD (These cylinders are for our McNeilus Side Load refuse body)			
6	1	Arm Reach Cylinder		200.00	200.00
7	1	Grabber Cylinder		200.00	200.00
8	1	Body Lift Cylinder		775.00	775.00
9	1	Packer Assist Cylinder		225.00	225.00

			Heil		
10	\	Pack & Sweep Cylinder	225.00	225.00	225.00
11	\	Tailgate Cylinder		200.00	200.00
		QUOTE THE FOLLOWING GROUPS FOR HYDRAULIC CYLINDER REBUILDS FOR A ONE-YEAR PERIOD (These cylinders are for our McNeilus Front Load refuse body)	McNeilus		
12	\	Pack & Sweep Cylinder		375.00	375.00
13	\	Arm Cylinder		200.00	200.00
14	\	Fork Cylinder		200.00	200.00
15	\	Tailgate Cylinder		200.00	200.00
16	\	Service Lift Cylinder Top Door Cylinder		200.00	200.00
		QUOTE THE FOLLOWING GROUPS FOR HYDRAULIC CYLINDER REBUILDS FOR A ONE-YEAR PERIOD (These cylinders are for our Heil Front Load refuse body)	Heil FL		
17	\	Packer Cylinders		275.00	275.00
18	\	Arm Cylinders		250.00	250.00
19	\	Fork Cylinders		200.00	200.00
20	\	Top Door Cylinders		200.00	200.00
21	\	Tailgate Cylinders		200.00	200.00
		QUOTE THE FOLLOWING GROUPS FOR HYDRAULIC CYLINDER REBUILDS FOR A ONE-YEAR PERIOD (These cylinders are for our Heil Automated refuse body)	Heil Auto		
22	\	Tailgate Cylinders		200.00	200.00
23	\	Packer Cylinders		210.00	200.00
24	\	Tailgate Locking Cylinders		200.00	200.00

			Heil Auto		
25	\	Reach Cylinders		$210.00	$210.00
26	\	Grabber Cylinders 200.00 w/out w/bushings		$250.00	$250.00
27	\	Lift Cylinders		$210.00	$210.00
		QUOTE THE FOLLOWING GROUPS FOR HYDRAULIC CYLINDER REBUILDS FOR A ONE-YEAR PERIOD (These cylinders are for our Heil Multipack Body refuse body)	Heil MTP		
28	\	Tailgate Cylinders		200.00	200.00
29	\	Packing Blade Cylinders		275.00	275.00
30	\	Upper Panel Cylinders		200.00	200.00
31	\	Packer/Ejector Cylinders		375.00	375.00
		Price Includes: Disassemble, clean, and inspect all parts, hone and polish tube bore as needed, check rod straightness, polish rod, chase damaged threads and replace rod nuts when damaged, inspect gland. Reassemble using the following new parts: new packing's, new wipers, new pistons (if damaged or excessively worn), new piston seals and rings, properly torque rod nut, pressure test cylinder, prep., and paint as necessary.			Total $7720.00
		For any service performed other than in the "Detailed Price Proposal" item list, please specify your rates below:			
32	\	Fully Burdened Hourly Labor Rate		75.00	75.00
33	\	Overtime Hourly Labor Rate		125.00	125.00
34	\	Parts and Materials Handling Markup	*	25%	25%
35	\	Sub-contracted Vendor Services Markup	NA	0	0
36	\	Delivery fee if any	NA	0	0

			TOTAL:	7920.00

Notes: * less %

1. The labor rate should be calculated to recover all direct and indirect labor costs, supervision costs, as well as all associated overhead and miscellaneous costs.

2. Rate charged for work done after normal shop business hours. All overtime charges must be approved by the City before the work begins.

3. Markup should recover all direct and indirect labor, supervision, and overhead costs associated with parts operation.

4. Markup should recover all direct and indirect labor, supervision, and overhead costs associated with managing sub-contracted vendor services.

CITY OF TYLER
SPECIFICATIONS FOR ANNUAL PRICE AGREEMENTS
FOR HYDRAULIC SERVICES

SCOPE:

The purpose of this specification is to establish annual price *Agreements* with private partners, for hydraulic services on approximately:

150 City of Tyler heavy-duty trucks, vans, and equipment.

There are no guaranteed dollar amounts and/or no guaranteed quantities. This partnership will still allow the City to utilize vendors through the First Choice Cooperative and other state purchasing coops that have already bid accordingly.

QUALIFICATION OF BIDDER:

Bids will be considered only from bidders who have been established in the business for five (5) or more years of expertise in area of bid made. If requested, bidders must provide references to provide proof of five (5) or more years of business. For a bidder to qualify for each service group, they must not sub-contract more than 25% of the work in that group.

PRICE AGREEMENT PERIOD AND RENEWAL OPTION:

The price *Agreements* shall be for a term of one (1) year, beginning upon the date of City Council approval. The City and contractor may, upon mutual consent, extend this price *Agreement* for two (1) additional one (1) year periods, upon written request of the contractor, presented not later than thirty (30) days prior to the expiration of the price *Agreement*. The rates can be adjusted at the time of renewal, upward or downward, in a percentage not to exceed the effective change in the Consumer Price Index for the previous twelve (12) month period. If agreement cannot be reached, the price *Agreement* is terminated at the end of the current period and the next lowest original bidder will be contacted in accordance with their original bid.

CANCELLATION:

The City reserves the right to cancel the price *Agreement* upon thirty (30) days written notice. The vendor also has this right. In the event of poor service, the City reserves the right to cancel and move onto the next lowest bidder, as primary, in accordance with the thirty (30) day written notice.

PRICING:

The prices quoted shall be firm for the entire term of the price *Agreement.*

PRODUCTS AND PARTS:

All products used by the vendor must meet or exceed O.E.M specifications.

SERVICE AND DELIVERY TIMES:

The awarded vendor's place of business shall be open to the City at least from 8:00 am until 5:00 pm, Monday through Friday (official City of Tyler holidays excluded). The vendor must be able to begin work on the components no later than one working day from the time it is picked up or delivered. Continued failure to provide service within the specified response time frame may result in the cancellation of this *Agreement* and the City will exercise its right to move to the next lowest bidder as primary. Continued failure to provide service within the specified response time frame may result in the cancellation of this Agreement and the City will exercise its right to move to the next lowest bidder as primary.

VENDOR INVOICING:

Invoicing will be accomplished on an individual component or vehicle basis. All vehicle repairs should have a unit# and a PO number on the invoice and submitted to the following address:

dschreck@tylertexas.com
or
Vehicle Services
City of Tyler
410 W. Oakwood
Tyler, TX 75702

PRICE AUDIT:

Services and products supplied by vendor will be subject to random audits and continued price or quality discrepancies or deviations from the bid agreement could result in the cancellation of this agreement.

BID AWARD:

Bidders are not required to bid all groups on this *Agreement.* The lowest and best overall bidder will be awarded **Primary Vendor** for Hydraulic Services. The second lowest and best bid will be awarded **Secondary Vendor** for Hydraulic Services.

In the event that the awarded **Primary Vendor** cannot provide the service requested, the City reserves the right to purchase the service from the awarded **Secondary Vendor.**

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(s) during the term of this *Agreement*, the City of Tyler reserves the right to purchase these items from a vendor other than the successful vendor(s) and shall not be in violation of any terms or conditions of said *Agreement*. Further, the City of Tyler reserves the right to seek another vendor if, at any time, the vendor's prices do not conform to the public pricing.

CERTIFICATE OF INTERESTED PARTIES:

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.

BID MEETING:

Pre-Bid meeting will be held by appointment only, at the Vehicle Services Department. Appointment can be made by email to dschreck@tylertexas.com or sstoffregen@tylertexas.com or by calling 903-531-1323.

SUBMITTAL REQUIREMENTS:

All bids must be received on or before October 10, 2023 by 2:00pm central time. Any bids that are received after the deadline will not be considered.

Bids need to be sealed and the envelope must be entitled as listed below:

BID #:	23-090
Description:	Annual Price Agreement for Hydraulic Services
Closing Date:	October 10, 2023
Bidder's Name:	

Proposals need to be delivered or mailed to:

CITY OF TYLER
Purchasing Department
511 W. Locust
Tyler, Texas 75702

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-5

Date: October 23, 2024

Subject: Request that the City Council consider authorizing the City Manager to renew multiple vendors for the Annual Price Agreement for various categories of automotive and truck services and repairs per bid 23-093.

Item Reference:

On October 10, 2023, sealed bids for bid 23-093 were opened in public at 2:00 pm at the Tyler Development Center. The bid is for providing repairs and services for the City's fleet in thirty-nine (39) categories. These services are on an as needed basis there are no guaranteed repair quantities.
Highlights of the bid format include:
Firm prices on service and repairs with locked in parts and labor prices.
A one (1) year contract with an extension clause of three (2) one (1) year periods, with price adjustment percentage not to exceed the Consumer Price Index. This will be the first extension for FY 2024-2025
A premium quality parts requirement.
Services will be used on an as needed basis only by the Vehicle & Equipment Services Department.
See attachment for vendor pricing details.

RECOMMENDATION:

Request that the City Council consider authorizing the City Manager to renew multiple vendors for the Annual Price Agreement for various categories of automotive and truck services and repairs per bid 23-093.

Attachments:
tabulation_bid_23-093_service_agreement

Drafted/Recommended By:
Department Leader Stan Stoffregen

Edited/Submitted By:
City Manager

Bid 23-093 bid for service and repair	pro one 4500 and down	Preferred on site	Holt Truck	Butler alignment and Brake	Superior Fleet
Group 1 Suspension & Alignment Automotive, Light Duty Trucks and Vans	Primary	secondary	third		

	ProOne	Preferred on site	Holt Truck	Butler alignment and Brake	Superior Fleet
Trip Charge / mileage (If any)	50				
After 5 pm Trip Charge / mileage (If any)					
Outside the city limit charge (if any) (per mile)	No alignment			For Alignment only	
Hourly Labor Rate	60/100 @whitehouse shop	99.77 trailer only for alignment		105	
Overtime hourly labor rate / after what time	120/150@whitehouse shop	99.77		157.5	
Parts and Materials Handling Percentage Over Cost if no Manufacture List Price	25%	10-30%		25%	
Service Truck Fee (If any)					
Fuel Charge (If any)	5				
Sub Contracted Vendor Service mark-up		50		25%	
Warranty information	24mth/ 24000 mile	30 DAYS		12mth / 12k miles	

Group 2 Suspension & Alignment Heavy Duty Trucks and Vans

	ProOne	Preferred on site	Holt Truck	Butler alignment and Brake	Superior Fleet
Trip Charge / mileage (If any)	50				
After 5 pm Trip Charge / mileage (If any)					
Outside the city limit charge (if any) (per mile)	no alignment	trailer algnment only		alignment only	
Hourly Labor Rate	60/100 @whitehouse shop	99.77	130	105	

Overtime hourly labor rate / after what time	120/150@ whitehouse shop	99.77	130	157.5	
Parts and Materials Handling Percentage Over Cost if no Manufacture List Price	25%	10-30%	list -10%	25%	
Service Truck Fee (If any)					
Fuel Charge (If any)	5				
Sub Contracted Vendor Service mark-up		50	25%	25%	
Warranty information	24mth/ 24000 mile	30 DAYS	1 yr parts and labor	12mth / 12k miles	

Group 3 Brake Repair Automotive, Light Duty Trucks and Vans

	ProOne	Preferred on site	Holt Truck	Butler alignment and Brake	Superior Fleet
Trip Charge / mileage (If any)	50				
After 5 pm Trip Charge / mileage (If any)					
Outside the city limit charge (if any) (per mile)					
Hourly Labor Rate	60/100 @whitehouse shop	99.77	130	105	
Overtime hourly labor rate / after what time	120/150@ whitehouse shop	99.77	130	157.5	
Parts and Materials Handling Percentage Over Cost if no Manufacture List Price	25%	10-30%	list -10%	25%	
Service Truck Fee (If any)					
Fuel Charge (If any)	5				
Sub Contracted Vendor Service mark-up		50	25%	25%	
Warranty information	24mth/ 24000 mile	30 DAYS	1 yr parts and labor	12mth / 12k miles	

Group 4 Brake Repair Heavy Duty Trucks and Vans

	ProOne	Preferred on site	Holt Truck	Butler alignment and Brake	Superior Fleet
Trip Charge / mileage (If any)	50				
After 5 pm Trip Charge / mileage (If any)					
Outside the city limit charge (if any) (per mile)					
Hourly Labor Rate	60/100 @whitehouse shop	99.77	130	105	
Overtime hourly labor rate / after what time	120/150@whitehouse shop	99.77	130	157.5	
Parts and Materials Handling Percentage Over Cost if no Manufacture List Price	25%	10-30%	list -10%	25%	
Service Truck Fee (If any)					
Fuel Charge (If any)	5				
Sub Contracted Vendor Service mark-up		50	25%	25%	
Warranty information	24mth/ 24000 mile	30 DAYS	1 yr parts and labor	12mth / 12k miles	

Group 5 Tune-up, Diagnostic, and Engine Repair Automotive, Light Duty Trucks and Vans

	ProOne	Preferred on site	Holt Truck	Butler alignment and Brake	Superior Fleet
Trip Charge / mileage (If any)	50				
After 5 pm Trip Charge / mileage (If any)					
Outside the city limit charge (if any) (per mile)					
Hourly Labor Rate	60/100 @whitehouse shop	99.77	130	105	
Overtime hourly labor rate / after what time	120/150@whitehouse shop	99.77	130	157.5	
Parts and Materials Handling Percentage Over Cost if no Manufacture List Price	25%	10-30%	list -10%	25%	
Service Truck Fee (If any)					
Fuel Charge (If any)	5				
Sub Contracted Vendor Service mark-up		50	25%	25%	

Warranty information	24mth/ 24000 mile	30 DAYS	1 yr parts and labor	12mth / 12k miles	

Group 6 Tune-up, Diagnostic, and Engine Repair Heavy Duty Trucks and Vans

	ProOne	Preferred on site	Holt Truck	Butler alignment and Brake	Superior Fleet
Trip Charge / mileage (If any)	50				
After 5 pm Trip Charge / mileage (If any)					
Outside the city limit charge (if any) (per mile)					
Hourly Labor Rate	60/100 @whitehouse shop	99.77	130	105	
Overtime hourly labor rate / after what time	120/150@whitehouse shop	99.77	130	157.5	
Parts and Materials Handling Percentage Over Cost if no Manufacture List Price	25%	10-30%	list -10%	25%	
Service Truck Fee (If any)					
Fuel Charge (If any)	5				
Sub Contracted Vendor Service mark-up		50	25%	25%	
Warranty information	24mth/ 24000 mile	30 DAYS	1 yr parts and labor	12mth / 12k miles	

Group 7 Exhaust & Emission Work Automotive, Light Duty Trucks and Vans

	ProOne	Preferred on site	Holt Truck	Butler alignment and Brake	Superior Fleet
Trip Charge / mileage (If any)	50				
After 5 pm Trip Charge / mileage (If any)					
Outside the city limit charge (if any) (per mile)					
Hourly Labor Rate	60/100 @whitehouse shop	99.77	130	105	

Overtime hourly labor rate / after what time	120/150@ whitehouse shop	99.77	130	157.5	
Parts and Materials Handling Percentage Over Cost if no Manufacture List Price	25%	10-30%	list -10%	25%	
Service Truck Fee (If any)					
Fuel Charge (If any)	5				
Sub Contracted Vendor Service mark-up		50	25%	25%	
Warranty information	24mth/ 24000 mile	30 DAYS	1 yr parts and labor	12mth / 12k miles	

Group 8 Exhaust & Emission Work Heavy Duty Trucks and Vans

	ProOne	Preferred on site	Holt Truck	Butler alignment and Brake	Superior Fleet
Trip Charge / mileage (If any)	50				
After 5 pm Trip Charge / mileage (If any)					
Outside the city limit charge (if any) (per mile)					
Hourly Labor Rate	60/100 @whitehouse shop	99.77	130	105	
Overtime hourly labor rate / after what time	120/150@ whitehouse shop	99.77	130	157.5	
Parts and Materials Handling Percentage Over Cost if no Manufacture List Price	25%	10-30%	list -10%	25%	
Service Truck Fee (If any)					
Fuel Charge (If any)	5				
Sub Contracted Vendor Service mark-up		50	25%	25%	
Warranty information	24mth/ 24000 mile	30 DAYS	1 yr parts and labor	12mth / 12k miles	

Group 9 Transmission Service, Repair & Rebuild Automotive, Light Duty Trucks and Vans

	ProOne	Preferred on site	Holt Truck	Butler alignment and Brake	Superior Fleet
Trip Charge / mileage (If any)	50				
After 5 pm Trip Charge / mileage (If any)					
Outside the city limit charge (if any) (per mile)					
Hourly Labor Rate	60/100 @whitehouse shop	99.77	130	105	
Overtime hourly labor rate / after what time	120/150@whitehouse shop	99.77	130	157.5	
Parts and Materials Handling Percentage Over Cost if no Manufacture List Price	25%	10-30%	list -10%	25%	
Service Truck Fee (If any)					
Fuel Charge (If any)	5				
Sub Contracted Vendor Service mark-up		50	25%	25%	
Warranty information	24mth/ 24000 mile	30 DAYS	1 yr parts and labor	12mth / 12k miles	

Group 10 Transmission Service, Repair & Rebuild Heavy Duty Trucks and Vans

	ProOne	Preferred on site	Holt Truck	Butler alignment and Brake	Superior Fleet
Trip Charge / mileage (If any)	50				
After 5 pm Trip Charge / mileage (If any)					
Outside the city limit charge (if any) (per mile)					
Hourly Labor Rate	60/100 @whitehouse shop	99.77	130	105	
Overtime hourly labor rate / after what time	120/150@whitehouse shop	99.77	130	157.5	
Parts and Materials Handling Percentage Over Cost if no Manufacture List Price	25%	10-30%	list -10%	25%	
Service Truck Fee (If any)					
Fuel Charge (If any)	5				
Sub Contracted Vendor Service mark-up		50	25%	25%	

Warranty information	24mth/ 24000 mile	30 DAYS	1 yr parts and labor	12mth / 12k miles	

Group 11 Radiator Service Automotive, Light Duty Trucks and Vans

	ProOne	Preferred on site	Holt Truck	Butler alignment and Brake	Superior Fleet
Trip Charge / mileage (If any)	50				
After 5 pm Trip Charge / mileage (If any)					
Outside the city limit charge (if any) (per mile)					
Hourly Labor Rate	60/100 @whitehouse shop	99.77	130	105	
Overtime hourly labor rate / after what time	120/150@whitehouse shop	99.77	130	157.5	
Parts and Materials Handling Percentage Over Cost if no Manufacture List Price	25%	10-30%	list -10%	25%	
Service Truck Fee (If any)					
Fuel Charge (If any)	5				
Sub Contracted Vendor Service mark-up		50	25%	25%	
Warranty information	24mth/ 24000 mile	30 DAYS	1 yr parts and labor	12mth / 12k miles	

Group 12 Radiator Service Heavy Duty Trucks and Vans

	ProOne	Preferred on site	Holt Truck	Butler alignment and Brake	Superior Fleet
Trip Charge / mileage (If any)	50				
After 5 pm Trip Charge / mileage (If any)					
Outside the city limit charge (if any) (per mile)					
Hourly Labor Rate	60/100 @whitehouse shop	99.77	130	105	

Overtime hourly labor rate / after what time	120/150@ whitehouse shop	99.77	130	157.5	
Parts and Materials Handling Percentage Over Cost if no Manufacture List Price	25%	10-30%	list -10%	25%	
Service Truck Fee (If any)					
Fuel Charge (If any)	5				
Sub Contracted Vendor Service mark-up		50	25%	25%	
Warranty information	24mth/ 24000 mile	30 DAYS	1 yr parts and labor	12mth / 12k miles	

Group 13 Collision Repair & Service Automotive, Light Duty Trucks and Vans

	ProOne	Preferred on site	Holt Truck	Butler alignment and Brake	Superior Fleet
Trip Charge / mileage (If any)					
After 5 pm Trip Charge / mileage (If any)					
Outside the city limit charge (if any) (per mile)					
Hourly Labor Rate					
Overtime hourly labor rate / after what time					
Parts and Materials Handling Percentage Over Cost if no Manufacture List Price					
Service Truck Fee (If any)					
Fuel Charge (If any)					
Sub Contracted Vendor Service mark-up					
Warranty information					

Group 14 Collision Repair & Service Heavy Duty Trucks and Vans

need 3 bids	ProOne	Preferred on site	Holt Truck	Butler alignment and Brake	Superior Fleet
Trip Charge / mileage (If any)					
After 5 pm Trip Charge / mileage (If any)					

Outside the city limit charge (if any) (per mile)					
Hourly Labor Rate					
Overtime hourly labor rate / after what time					
Parts and Materials Handling Percentage Over Cost if no Manufacture List Price					
Service Truck Fee (If any)					
Fuel Charge (If any)					
Sub Contracted Vendor Service mark-up					
Warranty information					

Group 15 Welding Repair & Service Automotive, Light Duty Trucks and Vans

	ProOne	Preferred on site	Holt Truck	Butler alignment and Brake	Superior Fleet
Trip Charge / mileage (If any)	50				
After 5 pm Trip Charge / mileage (If any)					
Outside the city limit charge (if any) (per mile)					
Hourly Labor Rate	60/100 @whitehouse shop	99.77	130	105	
Overtime hourly labor rate / after what time	120/150@whitehouse shop	99.77	130	157.5	
Parts and Materials Handling Percentage Over Cost if no Manufacture List Price	25%	10-30%	list -10%	25%	
Service Truck Fee (If any)					
Fuel Charge (If any)	5				
Sub Contracted Vendor Service mark-up		50	25%	25%	
Warranty information	24mth/ 24000 mile	30 DAYS	1 yr parts and labor	12mth / 12k miles	

Group 16 Welding Repair & Service Heavy Duty Trucks and Vans

	ProOne	Preferred on site	Holt Truck	Butler alignment and Brake	Superior Fleet
Trip Charge / mileage (If any)	50				

After 5 pm Trip Charge / mileage (If any)					
Outside the city limit charge (if any) (per mile)					
Hourly Labor Rate	60/100 @whitehouse shop	99.77	130		
Overtime hourly labor rate / after what time	120/150@whitehouse shop	99.77	130		
Parts and Materials Handling Percentage Over Cost if no Manufacture List Price	25%	10-30%	list -10%		
Service Truck Fee (If any)					
Fuel Charge (If any)	5				
Sub Contracted Vendor Service mark-up		50	25%		
Warranty information	24mth/ 24000 mile	30 DAYS	1 yr parts and labor		

Group 17 Preventive Maintenance & Service Automotive, Light Duty Trucks and Vans

	ProOne	Preferred on site	Holt Truck	Butler alignment and Brake	Superior Fleet
Trip Charge / mileage (If any)	50				
After 5 pm Trip Charge / mileage (If any)					
Outside the city limit charge (if any) (per mile)					
Hourly Labor Rate	60/100 @whitehouse shop	99.77	130	105	
Overtime hourly labor rate / after what time	120/150@whitehouse shop	99.77	130	157.5	
Parts and Materials Handling Percentage Over Cost if no Manufacture List Price	25%	10-30%	list -10%	25%	
Service Truck Fee (If any)					
Fuel Charge (If any)	5				
Sub Contracted Vendor Service mark-up		50	25%	25%	
Warranty information	24mth/ 24000 mile	30 DAYS	1 yr parts and labor	12mth / 12k miles	

Group 18 Preventive Maintenance & Service Heavy Duty Trucks and Vans

	ProOne	Preferred on site	Holt Truck	Butler alignment and Brake	Superior Fleet
Trip Charge / mileage (If any)	50				
After 5 pm Trip Charge / mileage (If any)					
Outside the city limit charge (if any) (per mile)					
Hourly Labor Rate	60/100 @whitehouse shop	99.77	130	105	
Overtime hourly labor rate / after what time	120/150@ whitehouse shop	99.77	130	157.5	
Parts and Materials Handling Percentage Over Cost if no Manufacture List Price	25%	10-30%	list -10%	25%	
Service Truck Fee (If any)					
Fuel Charge (If any)	5				
Sub Contracted Vendor Service mark-up		50	25%	25%	
Warranty information	24mth/ 24000 mile	30 DAYS	1 yr parts and labor	12mth / 12k miles	

Group 19 On Site Preventive Maintenance and Repair for Light Duty Tractors and Equipment

	ProOne	Preferred on site	Holt Truck	Butler alignment and Brake	Superior Fleet
Trip Charge / mileage (If any)	50				
After 5 pm Trip Charge / mileage (If any)					
Outside the city limit charge (if any) (per mile)					
Hourly Labor Rate	60/100 @whitehouse shop	99.77			
Overtime hourly labor rate / after what time	120/150@ whitehouse shop	99.77			

Parts and Materials Handling Percentage Over Cost if no Manufacture List Price	25%	10-30%			
Service Truck Fee (If any)					
Fuel Charge (If any)	5				
Sub Contracted Vendor Service mark-up		50			
Warranty information	24mth/ 24000 mile	30 DAYS			

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Group 20 On Site Preventive Maintenance and Repair for Heavy Duty Tractors and Equipment

	ProOne	Preferred on site	Holt Truck	Butler alignment and Brake	Superior Fleet
Trip Charge / mileage (If any)	50				
After 5 pm Trip Charge / mileage (If any)					
Outside the city limit charge (if any) (per mile)					
Hourly Labor Rate	60	99.77	130		
Overtime hourly labor rate / after what time	120	99.77	130		
Parts and Materials Handling Percentage Over Cost if no Manufacture List Price	25%	10-30%	list -10%		
Service Truck Fee (If any)					
Fuel Charge (If any)	5				
Sub Contracted Vendor Service mark-up		50	25%		
Warranty information	12mth	30 DAYS	1 yr parts and labor		

Group 21 Interior Trim & Upholstery for all Vehicles

	ProOne	Preferred on site	Holt Truck	Butler alignment and Brake	Superior Fleet
Trip Charge / mileage (If any)	50				
After 5 pm Trip Charge / mileage (If any)					
Outside the city limit charge (if any) (per mile)					
Hourly Labor Rate	60/100 @whitehouse shop				

Overtime hourly labor rate / after what time	120/150@ whitehouse shop				
Parts and Materials Handling Percentage Over Cost if no Manufacture List Price	25%				
Service Truck Fee (If any)					
Fuel Charge (If any)	5				
Sub Contracted Vendor Service mark-up					
Warranty information	24mth/ 24000 mile				

Group 22 Glass Replacement Automotive, Light & Heavy Duty Vehicles

need 3 bids	ProOne	Preferred on site	Holt Truck	Butler alignment and Brake	Superior Fleet
Trip Charge / mileage (If any)					
After 5 pm Trip Charge / mileage (If any)					
Outside the city limit charge (if any) (per mile)					
Hourly Labor Rate					
Overtime hourly labor rate / after what time					
Parts and Materials Handling Percentage Over Cost if no Manufacture List Price					
Service Truck Fee (If any)					
Fuel Charge (If any)					
Sub Contracted Vendor Service mark-up					
Warranty information					

Group 23 A/C Repair Automotive, Light Duty Vehicles

	ProOne	Preferred on site	Holt Truck	Butler alignment and Brake	Superior Fleet
Trip Charge / mileage (If any)	50				
After 5 pm Trip Charge / mileage (If any)					
Outside the city limit charge (if any) (per mile)					
Hourly Labor Rate	60/100 @whitehouse shop	99.77	130	105	125

Overtime hourly labor rate / after what time	120/150@ whitehouse shop	99.77	130	157.5	
Parts and Materials Handling Percentage Over Cost if no Manufacture List Price	25%	10-30%	list -10%	25%	40%
Service Truck Fee (If any)					
Fuel Charge (If any)	5				
Sub Contracted Vendor Service mark-up		50	25%	25%	
Warranty information	24mth/ 24000 mile	30 DAYS	1 yr parts and labor	12mth / 12k miles	1 year parts and labor

Group 24 A/C Repair Heavy Duty Trucks and Buses

	ProOne	Preferred on site	Holt Truck	Butler alignment and Brake	Superior Fleet
Trip Charge / mileage (If any)	50				
After 5 pm Trip Charge / mileage (If any)					
Outside the city limit charge (if any) (per mile)					
Hourly Labor Rate	60/100 @whitehouse shop	99.77	130	105	125
Overtime hourly labor rate / after what time	120/150@ whitehouse shop	99.77	130	157.5	
Parts and Materials Handling Percentage Over Cost if no Manufacture List Price	25%	10-30%	list -10%	25%	40%
Service Truck Fee (If any)					
Fuel Charge (If any)	5				
Sub Contracted Vendor Service mark-up		50	25%	25%	
Warranty information	24mth/ 24000 mile	30 DAYS	1 yr parts and labor	12mth / 12k miles	1 year parts and labor

Group 25 CNG Engine repair for Light duty vehicles and Heavy Duty trucks

	ProOne	Preferred on site	Holt Truck	Butler alignment and Brake	Superior Fleet
Trip Charge / mileage (If any)					
After 5 pm Trip Charge / mileage (If any)					
Outside the city limit charge (if any) (per mile)					
Hourly Labor Rate		99.77			
Overtime hourly labor rate / after what time		99.77			
Parts and Materials Handling Percentage Over Cost if no Manufacture List Price		10-30%			
Service Truck Fee (If any)					
Fuel Charge (If any)					
Sub Contracted Vendor Service mark-up		50			
Warranty information		30 DAYS			

Group 26 Emergency and Non-Emergency Vinyl Decal Installation and Service for all City of Tyler Vehicles and Equipment

	ProOne	Preferred on site	Holt Truck	Butler alignment and Brake	Superior Fleet
Trip Charge / mileage (If any)					
After 5 pm Trip Charge / mileage (If any)					
Outside the city limit charge (if any) (per mile)					
Hourly Labor Rate					
Overtime hourly labor rate / after what time					
Parts and Materials Handling Percentage Over Cost if no Manufacture List Price					
Service Truck Fee (If any)					
Fuel Charge (If any)					
Sub Contracted Vendor Service mark-up					
Warranty information					

Group 27 Generator Repair and Service

	ProOne	Preferred on site	Holt Truck	Butler alignment and Brake	Superior Fleet
Trip Charge / mileage (If any)	50				
After 5 pm Trip Charge / mileage (If any)					
Outside the city limit charge (if any) (per mile)					
Hourly Labor Rate	60/100 @whitehouse shop				
Overtime hourly labor rate / after what time	120/150@whitehouse shop				
Parts and Materials Handling Percentage Over Cost if no Manufacture List Price	25%				
Service Truck Fee (If any)					
Fuel Charge (If any)	5				
Sub Contracted Vendor Service mark-up					
Warranty information	24mth/ 24000 mile				

Group 28 Harley-Davidson Motorcycle Repair, Service, and Preventive Maintenance

	ProOne	Preferred on site	Holt Truck	Butler alignment and Brake	Superior Fleet
Trip Charge / mileage (If any)					
After 5 pm Trip Charge / mileage (If any)					
Outside the city limit charge (if any) (per mile)					
Hourly Labor Rate					
Overtime hourly labor rate / after what time					
Parts and Materials Handling Percentage Over Cost if no Manufacture List Price					
Service Truck Fee (If any)					
Fuel Charge (If any)					
Sub Contracted Vendor Service mark-up					
Warranty information					

-

Group 29 Heavy Duty and Light Duty Vehicle Equipment Refurbish Service and Repair

	ProOne	Preferred on site	Holt Truck	Butler alignment and Brake	Superior Fleet
Trip Charge / mileage (If any)					
After 5 pm Trip Charge / mileage (If any)					
Outside the city limit charge (if any) (per mile)					
Hourly Labor Rate		99.77	130		
Overtime hourly labor rate / after what time		99.77	130		
Parts and Materials Handling Percentage Over Cost if no Manufacture List Price		10-30%	list -10%		
Service Truck Fee (If any)					
Fuel Charge (If any)					
Sub Contracted Vendor Service mark-up		50	25%		
Warranty information		30 DAYS	1 yr parts and labor		

Group 30 Heavy Duty Vehicles and Equipment Emergency and Non-Emergency Tire Service - for example transit buses, solid waste trucks, dump trucks, street sweepers, back hoes, front end loaders, etc.

	ProOne	Preferred on site	Holt Truck	Butler alignment and Brake	Superior Fleet
Trip Charge (If any)					
After 5 pm Trip Charge (If any)					
Tire Repair Charge					
Tire swap charge (put on spare or swap out tire)					
Parts and Materials Handling Percentage Over Cost if no Manufacture List Price					
Service Truck Fee (If any)					
Fuel Charge (If any)					

Scrap Tire Fee (If any)					
Outside the city limit charge (if any)(per mile)					

Group 31 Light Duty Vehicles and Equipment Emergency and Non-Emergency Tire Service for example Fire and police sedans,

	ProOne	Preferred on site	Holt Truck	Butler alignment and Brake	Superior Fleet
Trip Charge (If any)	50				
After Hours Trip Charge (If any)					
Tire Repair					
Tire swap charge (put on spare or swap out tire)	100				
Parts and Materials Handling Percentage Over Cost if no Manufacture List Price	150				
Service Truck Fee (If any)	25%				
Fuel Charge (If any)					
Scrap Tire Fee (If any)	5				
Outside of City Limits Mileage Fee (If any) (Per Mile Charge)					

Group 32 Electronic Fleet Check Solid Waste trucks

	ProOne	Preferred on site	Holt Truck	Butler alignment and Brake	Superior Fleet
Trip Charge (If any)					
Fleet check charge (if any)					
Charge per truck (if any)					
After Hours Trip Charge (If any)					
Service Truck Fee (If any)					
Fuel Charge (If any)					
Report charge (if any)					

Group 33 Heavy Duty and Light Duty Machine Metal Work

need 3 bids	ProOne	Preferred on site	Holt Truck	Butler alignment and Brake	Superior Fleet
Trip Charge / mileage (If any)					
After 5 pm Trip Charge / mileage (If any)					
Outside the city limit charge (if any) (per mile)					
Hourly Labor Rate					
Overtime hourly labor rate / after what time					
Parts and Materials Handling Percentage Over Cost if no Manufacture List Price					
Service Truck Fee (If any)					
Fuel Charge (If any)					
Sub Contracted Vendor Service mark-up					
Warranty information					

Group 34 Trailer repair and / or service

	ProOne	Preferred on site	Holt Truck	Butler alignment and Brake	Superior Fleet
Trip Charge / mileage (If any)	50				
After 5 pm Trip Charge / mileage (If any)					
Outside the city limit charge (if any) (per mile)					
Hourly Labor Rate	60/100 @whitehouse shop	99.77	130		
Overtime hourly labor rate / after what time	120/150@whitehouse shop	99.77	130		
Parts and Materials Handling Percentage Over Cost if no Manufacture List Price	25%	10-30%	list -10%		
Service Truck Fee (If any)					
Fuel Charge (If any)	5				
Sub Contracted Vendor Service mark-up		50	25%		
Warranty information	24mth/ 24000 mile	30 DAYS	1 yr parts and labor		

Group 35 Heavy duty bucket trucks, cranes and hydraulic lifts repair and service

need 3 bids or use Certified Utility Hydraulics approved local vendor or OEM versalift	ProOne	Preferred on site	Holt Truck	Butler alignment and Brake	Superior Fleet
Trip Charge / mileage (If any)					
After 5 pm Trip Charge / mileage (If any)					
Outside the city limit charge (if any) (per mile)					
Hourly Labor Rate					
Overtime hourly labor rate / after what time					
Parts and Materials Handling Percentage Over Cost if no Manufacture List Price					
Service Truck Fee (If any)					
Fuel Charge (If any)					
Sub Contracted Vendor Service mark-up					
Warranty information					

Group 36 Service and repair of an ANGI CNG Delivery station

need 3 bids	ProOne	Preferred on site	Holt Truck	Butler alignment and Brake	Superior Fleet
Trip Charge / mileage (If any)					
After 5 pm Trip Charge / mileage (If any)					
Outside the city limit charge (if any) (per mile)					
Hourly Labor Rate					
Overtime hourly labor rate / after what time					
Parts and Materials Handling Percentage Over Cost if no Manufacture List Price					
Service Truck Fee (If any)					
Fuel Charge (If any)					
Sub Contracted Vendor Service mark-up					
Warranty information					

Group 37 On site light duty car wash and detail service

will rebid	ProOne	Preferred on site	Holt Truck	Butler alignment and Brake	Superior Fleet

Trip Charge / mileage (If any)					
After 5 pm Trip Charge / mileage (If any)					
Outside the city limit charge (if any) (per mile)					
Hourly Labor Rate					
Overtime hourly labor rate / after what time					
Parts and Materials Handling Percentage Over Cost if no Manufacture List Price					
Service Truck Fee (If any)					
Fuel Charge (If any)					
Sub Contracted Vendor Service mark-up					
Warranty information					

Group 38- Light duty car wash and detail service

will rebid	ProOne	Preferred on site	Holt Truck	Butler alignment and Brake	Superior Fleet
Trip Charge / mileage (If any)					
After 5 pm Trip Charge / mileage (If any)					
Outside the city limit charge (if any) (per mile)					
Hourly Labor Rate					
Overtime hourly labor rate / after what time					
Parts and Materials Handling Percentage Over Cost if no Manufacture List Price					
Service Truck Fee (If any)					
Fuel Charge (If any)					
Sub Contracted Vendor Service mark-up					
Warranty information					

Group 39 - Transit bus car wash and detail service

will rebid	ProOne	Preferred on site	Holt Truck	Butler alignment and Brake	Superior Fleet
Trip Charge / mileage (If any)					
After 5 pm Trip Charge / mileage (If any)					
Outside the city limit charge (if any) (per mile)					
Hourly Labor Rate					
Overtime hourly labor rate / after what time					
Parts and Materials Handling Percentage Over Cost if no Manufacture List Price					
Service Truck Fee (If any)					

Fuel Charge (If any)					
Sub Contracted Vendor Service mark-up					
Warranty information					

Group 40 - Transit bus wheel chair lift or ramp repair

	ProOne	Preferred on site	Holt Truck	Butler alignment and Brake	Superior Fleet
Trip Charge / mileage (If any)	50				
After 5 pm Trip Charge / mileage (If any)					
Outside the city limit charge (if any) (per mile)					
Hourly Labor Rate	60/100 @whitehouse shop				
Overtime hourly labor rate / after what time	120/150@whitehouse shop				
Parts and Materials Handling Percentage Over Cost if no Manufacture List Price	25%				
Service Truck Fee (If any)					
Fuel Charge (If any)	5				
Sub Contracted Vendor Service mark-up					
Warranty information	24mth/ 24000 mile				

Group 41 Light duty vehicle upfit window tint

will rebid	ProOne	Preferred on site	Holt Truck	Butler alignment and Brake	Superior Fleet
Fully Burdened Hourly Labor Rate					
Overtime Hourly Labor Rate					
Parts and Materials Handling Markup Under Manufacture List price					
Parts and Materials Handling Percentage Over Cost if no Manufacture List Price					
Sub-Contracted Vendor Service Markup					

Group 42 Police vehicle upfit window tint

will rebid	ProOne	Preferred on site	Holt Truck	Butler alignment and Brake	Superior Fleet
Fully Burdened Hourly Labor Rate					
Overtime Hourly Labor Rate					
Parts and Materials Handling Markup Under Manufacture List price					
Parts and Materials Handling Percentage Over Cost if no Manufacture List Price					
Sub-Contracted Vendor Service Markup					

Patterson Body Shop	Wallace Upholstery	Central Pointe	PDQ Signs	Goodyear	T&W Tire	Southern Tire mart

Patterson Body Shop	Wallace Upholstery	Central Pointe	PDQ Signs	Goodyear	T&W Tire	Southern Tire mart

Patterson Body Shop	Wallace Upholstery	Central Pointe	PDQ Signs	Goodyear	T&W Tire	Southern Tire mart

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Patterson Body Shop	Wallace Upholstery	Central Pointe	PDQ Signs	Goodyear	T&W Tire	Southern Tire mart

Patterson Body Shop	Wallace Upholstery	Central Pointe	PDQ Signs	Goodyear	T&W Tire	Southern Tire mart

Patterson Body Shop	Wallace Upholstery	Central Pointe	PDQ Signs	Goodyear	T&W Tire	Southern Tire mart

Patterson Body Shop	Wallace Upholstery	Central Pointe	PDQ Signs	Goodyear	T&W Tire	Southern Tire mart

Patterson Body Shop	Wallace Upholstery	Central Pointe	PDQ Signs	Goodyear	T&W Tire	Southern Tire mart

Patterson Body Shop	Wallace Upholstery	Central Pointe	PDQ Signs	Goodyear	T&W Tire	Southern Tire mart
body 47.13/ Mechanical 105.00						
list						
25%						

Patterson Body Shop	Wallace Upholstery	Central Pointe	PDQ Signs	Goodyear	T&W Tire	Southern Tire mart

Patterson Body Shop	Wallace Upholstery	Central Pointe	PDQ Signs	Goodyear	T&W Tire	Southern Tire mart

Patterson Body Shop	Wallace Upholstery	Central Pointe	PDQ Signs	Goodyear	T&W Tire	Southern Tire mart

Patterson Body Shop	Wallace Upholstery	Central Pointe	PDQ Signs	Goodyear	T&W Tire	Southern Tire mart

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Patterson Body Shop	Wallace Upholstery	Central Pointe	PDQ Signs	Goodyear	T&W Tire	Southern Tire mart

Patterson Body Shop	Wallace Upholstery	Central Pointe	PDQ Signs	Goodyear	T&W Tire	Southern Tire mart

Patterson Body Shop	Wallace Upholstery	Central Pointe	PDQ Signs	Goodyear	T&W Tire	Southern Tire mart
	55					

	10%					
	90 day					

Patterson Body Shop	Wallace Upholstery	Central Pointe	PDQ Signs	Goodyear	T&W Tire	Southern Tire mart

Patterson Body Shop	Wallace Upholstery	Central Pointe	PDQ Signs	Goodyear	T&W Tire	Southern Tire mart

Patterson Body Shop	Wallace Upholstery	Central Pointe	PDQ Signs	Goodyear	T&W Tire	Southern Tire mart

Patterson Body Shop	Wallace Upholstery	Central Pointe	PDQ Signs	Goodyear	T&W Tire	Southern Tire mart

Patterson Body Shop	Wallace Upholstery	Central Pointe	PDQ Signs	Goodyear	T&W Tire	Southern Tire mart
		150 standard / 1100 emergency car	45/85/emergency 1095			

Patterson Body Shop	Wallace Upholstery	Central Pointe	PDQ Signs	Goodyear	T&W Tire	Southern Tire mart

Patterson Body Shop	Wallace Upholstery	Central Pointe	PDQ Signs	Goodyear	T&W Tire	Southern Tire mart

Patterson Body Shop	Wallace Upholstery	Central Pointe	PDQ Signs	Goodyear	T&W Tire	Southern Tire mart
		35000 / 39000				
		45 day turn				
		4yr 100k mile				

Patterson Body Shop	Wallace Upholstery	Central Pointe	PDQ Signs	Goodyear	T&W Tire	Southern Tire mart
				40	85	no bid
				80	155	
				35	50	
				30	22	
				10%	n/a	
				no charge	95 per hour	
				7.5	4.00 per gallon	

				8	15	
				1.00 per mile	1.25 per mile	

Patterson Body Shop	Wallace Upholstery	Central Pointe	PDQ Signs	Goodyear	T&W Tire	Southern Tire mart
				40	85	no bid
				80	155 per hour	
				35	50	
				30	15	
				10%	n/a	
				no charge	95 per hour	
				7.5	4.00 per gallon	
				8	6	
				1.00 per mile	1.25 per mile	

Patterson Body Shop	Wallace Upholstery	Central Pointe	PDQ Signs	Goodyear	T&W Tire	Southern Tire mart
				No Charge		no bid
				included in bid	air up 1.00 per tire	
					15	
					105	

Patterson Body Shop	Wallace Upholstery	Central Pointe	PDQ Signs	Goodyear	T&W Tire	Southern Tire mart

Patterson Body Shop	Wallace Upholstery	Central Pointe	PDQ Signs	Goodyear	T&W Tire	Southern Tire mart

Patterson Body Shop	Wallace Upholstery	Central Pointe	PDQ Signs	Goodyear	T&W Tire	Southern Tire mart

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Patterson Body Shop	Wallace Upholstery	Central Pointe	PDQ Signs	Goodyear	T&W Tire	Southern Tire mart

Patterson Body Shop	Wallace Upholstery	Central Pointe	PDQ Signs	Goodyear	T&W Tire	Southern Tire mart

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-6

Date: October 23, 2024

Subject: Request that the City Council consider authorizing the City Manager to purchase one (1) new International dump truck designed to haul sludge waste from Holt Truck through Sourcewell contract #060920-nvs for $252,110.73.

Item Reference:

The fleet replacement program budgets for departments to add additional units to their fleet when needed. For fiscal year 2025, it was decided that Waste Treatment needed an additional dump truck designed to haul sludge waste. Waste Treatment and VES researched bids with City specified options through the various purchasing coops. Local vendor Holt Truck could guarantee delivery of a dump truck designed to haul sludge waste through Sourcewell contract # 060920-nvs for a total cost of $252,110.73. This unit will have full bumper to bumper warranty including towing for 5 years and will be available for a trade in allowance at that time on the purchase of the replacement. 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 International dump truck designed to haul sludge waste from Holt Truck through Sourcewell contract #060920-nvs for $252,110.73.

Attachments:
Holt Truck Quote sludge truck

Drafted/Recommended By:
Department Leader Stan Stoffregen Fleet Manager

Edited/Submitted By:
City Manager

Sourcewell Awarded Contract
Contract # 060920-NVS

International Trucks is pleased to provide you with this proposal compliant with all terms of the Sourcewell Vehicles and Chassis Contract #060920-NVS awarded to Navistar, Inc for new International Trucks. If you have any questions regarding enrollment in Sourcewell or detailed contract terms and conditions, please see your International Truck sales representative.

	PROPOSAL PREPARED FOR:	PROPOSAL PREPARED BY:
Sourcewell Member:	City of Tyler	Holt of Texas
Contact:		Chad Hidalogo
Address:		
City/State/Zip:		
Phone:		
Email:		

Proposal Number	
Date	9/12/2024
Quantity of this Specification	1
Single Sourcewell Transaction Total Volume	1

Chassis				
	New 2025 International HX520 /X15 Chassis		$	317,958.00
	Base Chassis List	$ 255,482.00		
	Options List	$ 62,476.00		
	Sourcewell Contract Discount	49.1%	$	(156,163.17)
	Volume Incentive		$	-
	Material Price Increases		$	-
	Net Sourcewell Chassis Price		$	161,794.83
Sourcewell Partner Body				
			$	-
			$	-
	Handling Fee	4.00%	$	-
Non-Sourcewell Dealer Supplied Body				
	Warren 18' - 20 Yard dump body		$	49,958.00
	Body builder modifications		$	4,500.00
	Handling Fee	5.00%	$	2,722.90
Additional Post Build Work				
	Service / Truck Modifications		$	8,000.00
	Extra Set Steel Front Wheels 27DTZ Accuride		$	1,200.00
			$	-
	Handling Fee	5.00%	$	460.00
Service Contracts				
	EXT Towing 60 mo / $550 per $1760. 60 Mo Heat/ AC 200K miles.		$	4,350.00
	EXT Electrical System 60mo 200K miles $1780 / EXT 2yr Eaton Warranty		$	5,780.00
	Ext Cummins Eng and AFTR 60mo 200K miles 40YMW $8470		$	8,470.00
Additional Freight				
	Freight to and from body company		$	1,500.00
			$	-
Additional Floorplan				
	180 days less 45 = 135 days at $25 per day		$	3,375.00
			$	-
Additional Fees & Taxes				
	title transfer		$	-
	document fee		$	-
	temporary tag		$	-
	Final Sourcewell Per Vehicle Price FOB		$	**252,110.73**
	Final Sourcewell Total Vehicle(s) Price		$	**252,110.73**

Additional Sourcewell Qualified Content	
Customer Parts Credit - Fleet Charge only	$200
A26 Incremental Parts Credit - Fleet Charge only	$200
Silver Package Award	$1,200

Terms:

Stock unit in dealer's inventory, dealer will accept a final purchase order using the current Sourcewell pricing quoted above.

Dealer placing a new orders for the Sourcewell Member, the purchase order cannot be firmed up until the unit is slotted to build with a firm build date or lineset.
Once a firm build date has been established, dealer will provide the Sourcewell Member approved pricing and a final purchase order can be accepted with firm pricing.
Dealer cannot guarantee bodies and/or equipment pricing added to the chassis for a turnkey sale until chassis is lineset.



Hx620 SBA

Sales Proposal For:

CITY OF TYLER

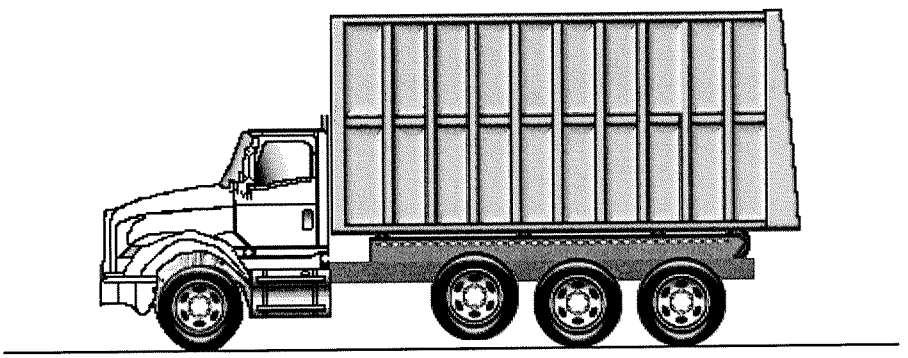
Presented By:

HOLT TRK CTRS OF TX, LLC

Prepared For:
CITY OF TYLER
Debora Schreck
P.O. BOX 2039
TYLER, TX 75710-
(903)531 - 1321
Reference ID: Sludge Straight

Presented By:
HOLT TRK CTRS OF TX, LLC
Chad Hidalgo
5033 US HIGHWAY 271
TYLER TX 757086000
903-597-9363

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



Model Profile
2026 HX620 SBA (HX620)

AXLE CONFIG:	6X4
APPLICATION:	Roll-On/Roll-off
MISSION:	Requested GVWR: 72000. Calc. GVWR: 80000. Calc. GCWR: 110000 Calc. Start / Grade Ability: 28.74% / 2.07% @ 55 MPH Calc. Geared Speed: 92.6 MPH
DIMENSION:	Wheelbase: 226.00, CA: 157.00, Axle to Frame: 65.00
ENGINE, DIESEL:	{Cummins X15 525} Performance Series, EPA 2024, 525HP @ 1900 RPM, 1850 lb-ft Torque @ 1000 RPM, 1900 RPM Governed Speed, 538 Peak HP (Max)
TRANSMISSION, MANUAL:	{Eaton Endurant XD EXD-18F118D} 18-Speed Fully Automated Manual, Aluminum Clutch Housing, Overdrive, Mechatronic Shift Controls, Pneumatic Clutch Actuation, Internal Lube Oil Pump, Hill Start Aid
CLUTCH:	{Eaton Fuller 430MM} Maintenance Free, Self-Adjusting, 17" (430 mm) Dia Single Plate, Diaphragm Spring, Organic, 5-Spring Coaxial 254mm Damper with Pre-Damper, 2"-18 Tooth Spline, Pneumatic Push Type Control, 1850 lb-ft (2508 Nm) Torque Capacity
AXLE, FRONT NON-DRIVING:	{Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity
AXLE, REAR, TANDEM:	{Dana Spicer D46-172DP} Single Reduction, 46,000-lb Capacity, with Lube Oil Pump, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, R Wheel Ends Gear Ratio: 3.58
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 425/65R22.5 Load Range L HAC 3 (CONTINENTAL), 465 rev/mile, 68 MPH, All-Position
TIRE, REAR:	(8) 11R22.5 Load Range H HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, TANDEM:	{Hendrickson HMX EX 460} Walking Beam, 46,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings
PAINT:	Cab schematic 100LZ Location 1: 9219, Winter White (Std) Chassis schematic N/A

Code	Description
HX62000	Base Chassis, Model HX620 SBA with 226.00 Wheelbase, 157.00 CA, and 65.00 Axle to Frame.

AXLE CONFIGURATION

1AND	AXLE CONFIGURATION {Navistar} 6x4

ENGINE

12EXJ	ENGINE, DIESEL {Cummins X15 525} Performance Series, EPA 2024, 525HP @ 1900 RPM, 1850 lb-ft Torque @ 1000 RPM, 1900 RPM Governed Speed, 538 Peak HP (Max)
12VJT	EMISSION, CALENDAR YEAR {Cummins X15} EPA, OBD and GHG Certified for Calendar Year 2024
12XCS	CARB EMISSION WARR COMPLIANCE Does Not Comply with CARB Emission Warranty
12WZE	CARB IDLE COMPLIANCE Does Not Comply with California Clean Air Idle Regulations
12WVH	EPA IDLE COMPLIANCE Low NOx Idle Engine, Complies with EPA Clean Air Regulations; Includes "Certified Clean Idle" Decal on Door
10UAV	VEHICLE REGISTRATION IDENTITY ID for Non CARB Omnibus/Non ACT Adopting State or Exempt Vehicle << Contains non-mitigated legacy engine & must be registered outside the States of CA/MA/OR unless exempt.You may be held liable under CA/MA/OR law for failure to properly register/otherwise failing to follow CA/MA/OR law>>
12XBC	RADIATOR Aluminum, Welded, Down Flow, Front to Back System, 1325 SqIn, with 806 SqIn Charge Air Cooler
12THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed
12VCA	AIR CLEANER Single Element, with Pre-Cleaner, Engine Mounted
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection
12864	BLOCK HEATER, ENGINE {Phillips} 120V/1500W
12VGU	ENGINE CONTROL, REMOTE MOUNTED for X15 Engines
12WTA	FAN DRIVE SPECIAL EFFECTS Fan Cooling Ring with Fan Shroud Effects, Engine Mounted
12WBR	FAN OVERRIDE Manual; with Electric Switch on Instrument Panel, (Fan On with Switch On)
12WCX	HOSE CLAMPS, RADIATOR HOSES {Gates} Shrink Band Type
12WYZ	RADIATOR DRAIN & FILL FITTING SPECIAL; To Vacuum Out or Fill the Cooling System from the Bottom of Radiator, for Use with Quick-Connect Radiator Drain Tool or Shop Coolant Evacuation-Fill System

TRANSMISSION

13GKB	TRANSMISSION, MANUAL {Eaton Endurant XD EXD-18F118D} 18-Speed Fully Automated Manual, Aluminum Clutch Housing, Overdrive, Mechatronic Shift Controls, Pneumatic Clutch Actuation, Internal Lube Oil Pump, Hill Start Aid
13XAA	PTO CONTROL, DASH MOUNTED For Customer Provided PTO; Includes Switch, Electric/Air Solenoid, Piping and Wiring
13XBU	SHIFT CONTROL PARAMETERS {Eaton Endurant XD} Balanced Calibration
13WLX	TRANSMISSION OIL {EmGard 40W} Synthetic; 22 thru 33.99 Pints
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission
13WEW	WIRING, TRANSMISSION Installed Wiring and Connector for Transmission/PTO Controls, for Eaton Endurant Transmission

Code	Description
CLUTCH	
11MHM	CLUTCH {Eaton Fuller 430MM} Maintenance Free, Self-Adjusting, 17" (430 mm) Dia Single Plate, Diaphragm Spring, Organic, 5-Spring Coaxial 254mm Damper with Pre-Damper, 2"-18 Tooth Spline, Pneumatic Push Type Control, 1850 lb-ft (2508 Nm) Torque Capacity
REAR AXLES, SUSPENSIONS	
14GKP	AXLE, REAR, TANDEM {Dana Spicer D46-172DP} Single Reduction, 46,000-lb Capacity, with Lube Oil Pump, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, R Wheel Ends . Gear Ratio: 3.58
14UMX	SUSPENSION, REAR, TANDEM {Hendrickson HMX EX 460} Walking Beam, 46,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings
14WNM	AXLE, PUSHER, LIFT TYPE {Watson & Chalin SL-2065 Tru-Track} 20,000-lb Capacity, One Self-Steer Axle
14UAC	AXLE SPACING, FIRST PUSHER 54" Ahead of Drive Axle
14RAZ	AXLE, LIFT, CONTROLS for One Lift Axle; Controls Inside and Outside Cab; Includes Pressure Gauge and Lift/Lower Switch Inside Cab on Dash; Pressure Gauge and Pressure Regulator Outside Cab
14WBA	LIFT AXLE ENGR REVIEW Special Quotation to Allow Engineering Review of Lift Axle Configurations
14WBN	DIFF. SWITCH CONTROLS Two Independent Switches for Control Traction Differentials on Tandem Rear Axles, Mounted on Dash
14WCP	TORQUE RODS {Hendrickson} TRAAX Rods, Longitudinal Only
14WCR	TRANSVERSE TORQUE RODS {Hendrickson} TRAAX Rod, Transverse Only
FRONT AXLES	
2ARY	AXLE, FRONT NON-DRIVING {Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity
FRONT SUSPENSIONS	
3AEX	SUSPENSION, FRONT, SPRING Two Stage Multileaf, Shackle Type, 20,000-lb Capacity, Steel Springs 18K Capacity and (2) Rubber Auxiliary Springs 2K Capacity, with Shock Absorbers
CABS, COWLS, BODIES	
16030	CAB Conventional, Day Cab
16XTM	ACCESS, CAB Aluminum, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab or Sleeper Cab
16BAM	AIR CONDITIONER with Integral Heater and Defroster
16VKK	CAB INTERIOR TRIM Diamond, for Day Cab
16GEG	GAUGE CLUSTER Premium Level; English with English Electronic Speedometer
16HLR	VIRTUAL GAUGE, AIR APPLICATION Requires Premium Cluster
16SDC	GRAB HANDLE, EXTERIOR (2) Chrome, Towel Bar Type, with Anti-Slip Rubber Inserts, for Cab Entry Mounted Left and Right Side at B-Pillar
16XJP	INSTRUMENT PANEL Wing Panel
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16SNS	MIRRORS (2) Aero Pedestal, Power Adjust, Heated, Black Heads and Arms, 6.5" x 14" Flat Glass, Includes 6.5" x 6" Convex Mirrors, for 102" Load Width

Code	Description
16XRX	MODESTY PANEL Painted
16VLV	MONITOR, TIRE PRESSURE Omit
16LWK	SEAT, DRIVER {ISRI} Series 300, Air Suspension, High Back, Vinyl, Single Chamber Lumbar, Inboard Armrest, Suspension Cover, Fore/Aft Isolator, Cushion Extension, Seat Tilt
16LUM	SEAT, PASSENGER {National} Non Suspension, High Back with Integral Headrest, Vinyl, with Fixed Back, with Under Seat Storage
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature

FRAMES

1CGC	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 12.250" x 3.380" x 0.375" (304.8mm x 85.6mm x 9.5mm); 550.0" (13970mm) Maximum OAL
1LRB	BUMPER, FRONT Contoured, Steel, Painted, Heavy Duty, for HX
1AMS	CROSSMEMBER, FRAME TIE for Heavy Duty
1WXL	WHEELBASE RANGE 191" (485cm) Through and Including 236" (600cm)

BRAKES

4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications
4AZJ	AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System, with Automatic Traction Control
4GBM	BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake
4XCJ	BRAKES, FRONT {Bendix Spicer ADB22X} Air Disc Type, Extended Service, Size 22.5", 23,000-lb Capacity
4XDX	BRAKE CHAMBERS, FRONT AXLE 20 SqIn, for Air Disc Brakes
4XCK	BRAKES, REAR {Bendix Spicer ADB22X} Air Disc Type, Extended Service, Size 22.5", 26,000-lb Capacity per Axle
4XEA	BRAKE CHAMBERS, REAR AXLE 18/24 SqIn Spring Brake, Double Diaphragm, for Air Disc Brakes
4XEE	PARK BRAKE CHAMBERS,ADDITIONAL (2) Spring Brake Type
4JCK	BRAKES, PUSHER AXLE Air S-Cam Type, 16.5" x 6.0", Includes MGM 30 Sq.In. Brake Chambers, Furnished with One Pusher Lift Axle
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM
4EDM	AIR DRYER {Bendix AD-HF} with Heater, Includes Pressure Protection Circuits, Safety Valve, Integral Purge Tank, Governor Pressure Settings 110 psi Cut-In/130 psi Cut-Out, Integrated PuraGuard Coalescing Filtration
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab
4VKK	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Right Rail, Back of Cab, Perpendicular to Rail
4UKS	AIR TANK, AUXILIARY for Transmission Air Supply, Crossmember Mounted, Forward of Engine
4WXR	DRAIN VALVE (2) {Berg} with Pull Chains, for Air Tanks

STEERING

5PTB	STEERING GEAR (2) {Sheppard M100/M80} Dual Power
5710	STEERING COLUMN Tilting and Telescoping
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black

Code	Description
DRIVELINES	
6DJK	DRIVELINE SYSTEM {Dana Spicer} SPL250 Lite Main Driveline with SPL170 Interaxle Shaft, for 6x4
EXHAUST SYSTEMS	
7BLY	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Cab Mounted Right Side
7BEU	AFTERTREATMENT COVER Aluminum
7SAP	ENGINE COMPRESSION BRAKE {Cummins} Interbrake For Cummins Signature/ISX/X15 Engines; Furnished with Engine
7WDM	EXHAUST HEIGHT 10'
7WDN	MUFFLER/TAIL PIPE GUARD (1) Aluminum
7WDT	TAIL PIPE (1) Straight Type
ELECTRICAL SYSTEMS	
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment
8GXJ	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount
8RPP	ANTENNA Shark Fin, Roof Mounted
8VUK	BATTERY BOX Aluminum, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Right Side Back of Cab
8MSG	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud
8RJW	CB RADIO Omit Power Feeds, Power Source and Wiring
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses
8WXB	HEADLIGHT WARNING BUZZER Sounds When Head Light Switch is on and Ignition Switch is in "Off" Position
8XNY	HEADLIGHTS Halogen
8653	HORN, AIR Single, Located Under Cab
8VAY	HORN, ELECTRIC Disc Style
8RPS	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input
8RMV	SPEAKERS (2) 6.5" Dual Cone Mounted in Doors
8WTL	STARTING MOTOR {Delco Remy 39MT} 12 Volt, Gear Reduced, with Thermal Over-Crank Protection
8WEZ	TURN SIGNAL SWITCH Self-Canceling
FRONT END	
9ASE	FRONT END Tilting, Composite
9585	FENDER EXTENSIONS Rubber
9HCL	GRILLE Black Vertical Accent Bars, with Black Mesh
9AAB	LOGOS EXTERIOR Model Badges
9AAE	LOGOS EXTERIOR, ENGINE Badges
SPEEDOMETER, TOOLS, MISC	

Code	Description
10AGB	COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Five Year Data Plan and International 360
10WLK	GCWR RANGE GCWR Equal to or Less than 110,000-lb, for Transmission Application Validation
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
10NZL	SPECIAL RATING, GVWR Limited to 80,000-lb GVWR

FUEL TANKS

15SWK	FUEL TANK Top Draw, Non-Polished Aluminum, 26" Dia, 120 US Gal (454L), Mounted Left Side, Under Cab
15WEY	DEF TANK 10.8 US Gal (41L) Capacity, Frame Mounted Outside Left Rail, Under Cab
15LNA	FUEL HEATER PLUMBING {Cummins} Plumbing for Thermal Recirculation Valve (TRV) Mounted to Cummins X15 Engines, Thermostatically Controlled
15LPU	FUEL/WATER SEPARATOR {Racor 6600} Pre-Filter and Filter Base, Includes Water-in-Fuel Sensor

WHEELS, TIRES - FRONT

OBD001	WHEELS, FRONT 27DTZ Front Wheels
7752665441	(2) TIRE, FRONT 425/65R22.5 Load Range L HAC 3 (CONTINENTAL), 465 rev/mile, 68 MPH, All-Position

WHEELS, TIRES - REAR

28DUK	WHEELS, REAR {Accuride 29169} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and Steel Hubs
7382135444	(8) TIRE, REAR 11R22.5 Load Range H HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive

WHEELS, TIRES - LIFT AXLE

34ABU	WHEELS, LIFT AXLE PUSHER {Accuride 29300} Single Wheels, For One Lift Axle; 22.5x9.00 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut << Pricing Includes Standard Tires >>
7792495439	(2) TIRE, PUSHER 295/75R22.5 Load Range H HSR 3 (CONTINENTAL), 514 rev/mile, 75 MPH, All-Position

Services Section:

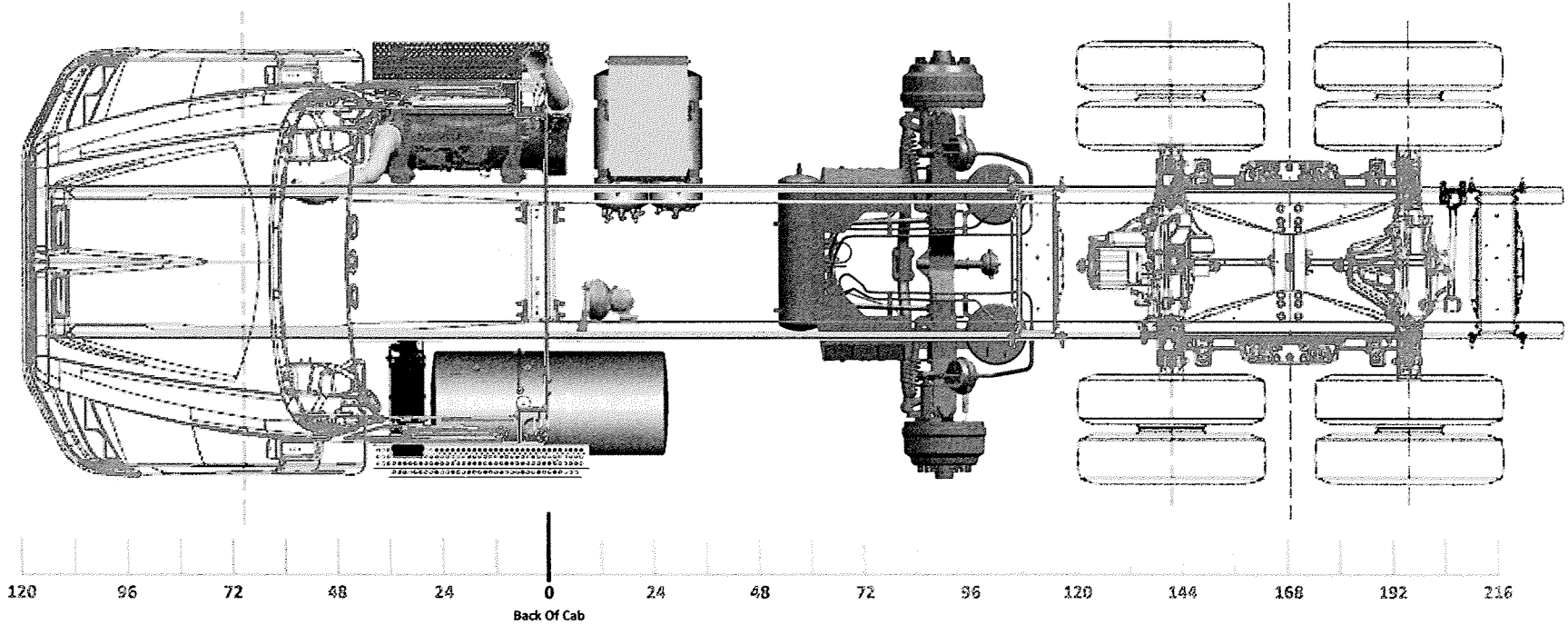
WARRANTY

40132	WARRANTY Standard for HX520, HX620, Effective with Vehicles Built January 1, 2021 or Later, CTS-2015B
40RBK	SERVICES, TOWING {Navistar} Service Call to 60-Month/Unlimited Mileage to the Nearest Navistar Dealer for Navistar Warrantable Failure as Contract Defined; Includes Engine Failure if Supplier Declines Tow Coverage & ESC Supplied thru Navistar; $550 (USA) Maximum Benefit per Incident
40YMW	SRV CONTRACT, EXT CMS ENG/AFTR {Cummins} To 60-Month/200,000 Miles (320,000 km), Extended Cummins X15 Performance or Productivity Series Engine Coverage, Protection Plan 1 and Aftertreatment
40XCU	SRV CONTRACT, EXT ELECTRICAL {Navistar Prepackaged Components} Excludes Starter and Alternator, To 60-Month/200,000 Miles (320,000 km)
40XTV	SRV CONTRACT, EXT HTR/AC SYS {Navistar Prepackaged Components} To 60-Month/400,000 Miles (640,000 km)

Model/Feature Information		
Model:		HX620 SBA 119 BBC
Cab:	16030	DAY CAB
Aftertreatment:	07BLY, 07DXW	HORIZ-SGL/DL VERT TP
Fuel Tank:	15SHC, 15SSK	SGL 100 GAL Ø24"
Battery Box:	08VUK	18" ALUMINUM
Air Tanks:	04VKK	12" PERPENDICULAR
DEF Tank:	15WEY	10.8 GAL
Engine:		2024 X15

General Configuration Information
TRUCK CONFIGURATION FUEL WATER SEPARATOR LOCATED UNDER HOOD
AIR DRYER MTD INSIDE LT RAIL (04VKC)
SINGLE PUSHER AXLE 14WNM – 20K STEER (SHOWN) 14WLM – 20K NON-STEER
AVAILABLE AXLE SPACINGS FORWARD DRIVE AXLE TO 1ST PUSHER – 49", 54", 55", 72", 100"

Minimum Wheelbase
6x4 54" TANDEM SPACING ≥ 217" – 49" PUSHER SPACING ≥ 222" – 54" PUSHER SPACING
6x4 55" TANDEM SPACING ≥ 219" – 49" PUSHER SPACING ≥ 222" – 54" PUSHER SPACING
6x4 60" TANDEM SPACING ≥ 221" – 49" PUSHER SPACING ≥ 226" – 54" PUSHER SPACING



CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-7

Date: October 23, 2024

Subject: Request that the City Council consider authorizing the City Manager to purchase the City vehicles and equipment identified from the lowest bidders.

Item Reference:

The fleet replacement program budgets for departments to replace their vehicles on a regular schedule, particularly those with mileage and/or maintenance cost expectations. After meeting with the departments, Vehicle Services conducted sealed bids 23-083 for Police PPV units and the ability to receive additional units as needed.

Bid 23-083 Police Package Units -
Tyler Ford - F150 PPV $61,439.50 with 5 yr. 100k mile warranty and 2025 Explorer $54,307.50 each.
Tyler Motor Company - Chevrolet 1500 PPV $54,811.00 with 5yr. 150k mile warranty.
VES will purchase (9) nine Chevrolet 1500 Pursuit PPV unit from Tyler Motor Company for a total purchase cost of $488,767.50.

VES contacted Tyler Motor Company to purchase one (1) additional Chevy 1500 PPV pickup truck, and they can provide this unit at the same cost above $54,811.00.

Funding for this purchase is in the replacement fund 640-0661-641-26-04 fiscal year 2024/2025.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to purchase the mentioned City vehicles and equipment from the lowest bidders.

Attachments:
bid 23-083 hall chevrolet police unit

Drafted/Recommended By:
Department Leader Stan Stoffregen Fleet Manager

Edited/Submitted By:
City Manager

PRICE, DATA, AND SPECIFICATION SHEET

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

Telephone: (903) 531-1232

DATE:8/18/2023

BID # / PROPOSAL # 23-083

CLOSING TIME: 2:00 pm
CLOSING DATE: 9/12/2023

PROPOSERS MUST COMPLETE THIS SECTION

ITEM NO.	QUANTITY	DESCRIPTION	BRAND	UNIT PRICE	TOTAL NET PRICE
1	17	Possible as many as seventeen (17) new current year model police patrol units. No Upfit. Vehicle only. See specifications below	CHEVROLET SILVERADO POLICE	$54,811	$931,787.00

11/14/14 **Form 3-39**

CITY OF TYLER SPECIFICATIONS FOR LINE ITEM 1

Possible up to seventeen (17) new current year model police patrol units (vehicle only) and the ability to purchase additional units if needed

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

Police Patrol Vehicle	Ford Explorer, Chevy Tahoe, Chevy Blazer, Dodge Charger, PPV pick up	
	gas engine can be either V6 or V8 gas engine or electric engine	5.3 V8
	Inoperable rear doors	INC
Automatic transmission	Four - wheel drive or AWD	INC
	transmission oil cooler if available	INC
Steering	power steering	INC
Brakes	four-wheel disk with anti – lock with city brake package	INC
Air Conditioning	factory ac and heat mandatory rear air if available	INC
Charging system	factory installed battery and alternator	INC
Body exterior	exterior color white	INC
	Front recovery hooks	INC
	Spare tire and wheel	INC
	dual power mirrors	INC
	Front and rear license plate bracket	INC
	AM/FM radio blue tooth	INC
	power door locks and windows and power seats	INC
	legally tinted windows	INC
	Rear backup camera blue tooth	INC
	Auxillary red white interior dome light	UPFIT
	Delete 20% center	INC
	Dual led spotlight	UPFIT
	Pre drilled holes for taillight led lights	INC
Warranty	Factory plus 5-year extended warranty or 150,000 miles	$2,275.00
4 Extra keys	6 key fobs total all keyed alike	INC. ~~$200.00~~
Total Vehicle	EACH	54,811.00

REQUEST FOR QUOTATION

THIS IS NOT AN ORDER

SEP 12 PM 12:55

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

Telephone: (903) 531-1232

08/18/23
DATE MAILED

Quote No: 23-083
(Number must appear on ALL correspondence)

Closing Time:2:00 PM

Closing Date: 9/12/23

Addressed To:
City of Tyler
Vehicle Service Department
410 W. Oakwood
Tyler, Texas 75702

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.

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.

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 2:00pm on 09/12/2023 and opened by City Staff in the City Council Chambers @ 212 North Bonner, City Hall, 2nd Floor @ 2:00pm on 09/12/2023

Purchase as many as (15) new current year model Police Patrol units. No upfit. See full 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.

DUE ON DELIVERY
INVOICING TERMS

9-12-2023
DATE

TYLER MOTOR COMPANY (HALL)
COMPANY NAME

SEAN McSPEDDEN
AUTHORIZED REPRESENTATIVE (print)

SIGNATURE

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:
In accordance with Texas Government Code Sec. 2252.908, 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.

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-8

Date: October 23, 2024

Subject: Request that the City Council consider authorizing the City Manager to sign a contract with Otis Elevator to repair and update the (2) two elevators at the Fair Plaza Garage.

Item Reference: **24-044 Fair Plaza Garage-Elevator Repair and Update**

Both elevators at the City parking garage are currently out of commission. They are difficult to repair because the original company has merged with another company and parts are not readily available. Proposals were requested by city staff for this project and due by October 8, 2024. One proposal was received; the bid tabulation and proposals with project specifications are attached. After staff review, Otis elevator was chosen since they provided the only quote at $471,979.34.

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to sign a contract with Otis Elevator repair and update the (2) two elevators at the Fair Plaza Garage.

Attachments:
24-044 Bid Tabulation.pdf
24-044 Notice to Proposers-Proposal.pdf

Drafted/Recommended By:
Department Leader Gary L. Smith, Facilities Services Supervisor

Edited/Submitted By:
City Manager

Purchasing Department
Bid "As Read Results"

City of Tyler Bid No. / Description: 24-044 - Fair Plaza Elevator Upgrade Project - Building Serv./ G. Smith

Date Opened: Oct. 8, 2024

	Vendor	Vendor	Vendor	Vendor	Vendor
	Otis Elevator Co.				
Unit Cost					
Total	471,979.34				
Bid Bond					
Addenda					
Base Bid					
Alternate 1					
Alternate 2					
Alternate 3					
Base Bid + Alternates					

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		

NOTICE TO PROPOSERS

Sealed bids addressed to the City of Tyler, Texas will be received in the Purchasing Office, 304 North Border, Tyler, Texas 75702, to Attention: Purchasing Manager, until **2:00 p.m. on Tuesday October 8, 2024** and will be opened immediately afterwards in the City Council Chambers, 212 North Border, City Hall, 2nd Floor.

Sealed proposals will be for furnishing all necessary materials, equipment, superintendence and labor for construction of the following improvement for the City of Tyler, Texas:

City of Tyler Bid Number: **24-044**
Project Name: **Fair Plaza Garage Elevators Repair and Updates**

The project includes: **demolition, repair, restructuring, revision and modernization of elevator mechanicals and components at the Fair Plaza Garage in Downtown Tyler Texas.**

Forms of proposal, contracts, bonds, insurance, plans and specifications may be obtained electronically at no charge from the offices of City of Tyler/Facilities Services-408 W. Oakwood, Tyler TX. 75702 (903) 520-3166

A mandatory **Pre-Bid** Conference will be held on **Tuesday, October 1, 2024 at 10:30 am at the Fair Plaza Garage, 208 S. College Ave. Tyler TX. 75702**

Questions concerning this project and proposal shall be directed to Gary L. Smith-Facilities Services Director, **903-520-3166** or gsmith@tylertexas.com.

Please Note: 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. See Section 19, "Certificates of Interested Parties".

City of Tyler
Edward Broussard, City Manager

Publish: Tyler Morning Telegraph, Tyler, Texas

PUBLICATION DATES:

First Publication – Friday, September 20, 2024
Second Publication – Friday September 27, 2024

Section 5 PROPOSAL

Proposal for CIP Contract
to
The City of Tyler, Texas

Date of Bid: **10/2/2024**

The undersigned, as bidder, in compliance with **CITY'S *Notice To Bidders*** for construction of:

City of Tyler Bid Number: 24-044
Project Name: Fair Plaza Garage Elevator Repair and Updates

for the City of Tyler, Smith County, Texas, declares that the only person or parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm, or corporation, that he has carefully examined the form of contract, ***Instructions to Bidders***, specifications, and the plans therein referred to, and has carefully examined the locations, conditions, and classes of materials of the proposed work; and agrees that he will provide all the necessary labor, machinery, tools, apparatus, and other items incidental to construction, and will do all the work and furnish all the materials called for in the contract and specifications in the manner prescribed therein and according to the requirements of the Engineer as therein set forth, for the following unit prices.

It is understood that the following quantities of work to be done at unit prices are approximate only, and are intended principally to serve as a guide in evaluating bids.

It is further agreed that the following quantities of work to be done at unit prices and materials to be furnished may be increased or decreased as may be considered necessary, in the opinion of the Engineer, to complete the work fully as planned and contemplated, and that all quantities of work, whether increased or decreased are to be performed at the unit prices set forth below except as provided for in the specifications.

It is further agreed that lump sum prices may be increased by change order to cover additional work ordered by the Engineer, but not when on the plans or required by the specifications, or in accordance with the ***General Conditions*** and ***Special Conditions*** and requirements. Similarly, they may be decreased to cover deletion of work so ordered.

It is further agreed that the unit and lump sum prices shall be shown in words and figures for each item listed in this proposal, and in the event of discrepancy, the words shall control, and should the bid price on any item be completely omitted, the proposal will be considered incomplete, and the proposal will be disqualified. It is understood and agreed that the work is to be completed in full either:

1) ☐ within thirty , (30) Choose an item after the date specified in the written ***Notice to Proceed,*** or
2) ☐ on or before the **mandatory completion** date of Enter mandatory completion date,

subject to such extensions of time as are provided by the ***General Conditions***.

Accompanying this proposal is a ☑ ***Bid Bond***, ☐ Certified Check, or ☐ Cashier's Check payable to the City of Tyler for:

AMOUNT:

Four Hundred and Fifty Seven Thousand Five Hundred and Eleven Dollars

and Fifty Cents

$457,511.50

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

Receipt is hereby acknowledged of the following addenda to the Contract Documents:

ADDENDUM NO. 1		Received	
ADDENDUM NO. 2		Received	
ADDENDUM NO. 3		Received	
ADDENDUM NO. 4		Received	
ADDENDUM NO. 5		Received	

Otis Elevator Company	2421 SH 161
Bidder	Street Address
Signature	Irving, TX 75067
	City, State, Zip
Joe Whalen	214-212-8375
Printed Name	Telephone Number
Senior Account Manager	10/2/2024
Title	Date

BASE BID:

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
		1	Elevator 1: MOD and Jack Replacement		
			Dollars		
			Cents	$ 228,755.75	$ 228,755.75
		1	Elevator 2: MOD and Jack Replacement		
			Dollars		
			Cents	$ 228,755.75	$ 228,755.75
		1	Bid Bond		
			Dollars		
			Cents	$ 13,267.84	$ 13,267.84
		1	TDLR Plan Review $1200.00		
			Dollars		
			Cents	$ 600.00	$ 1,200.00
		1			
			Dollars		
			Cents	$	$
		1			
			Dollars		
			Cents	$	$
		1			
			Dollars		
			Cents	$	$
		1			
			Dollars		
			Cents	$	$
			Dollars	$	$

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
			Cents		
			, for Dollars Cents	$	$
			, for Dollars Cents	$	$
			, for Dollars Cents	$	$
			, for Dollars Cents	$	$
			, for Dollars Cents	$	$
			, for Dollars Cents	$	$
			, for Dollars Cents	$	$
			, for Dollars Cents	$	$
			, for Dollars Cents	$	$

ADD ALTERNATES:

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
			, for Dollars Cents	$	$
			, for Dollars Cents	$	$
			, for Dollars Cents	$	$
			, for Dollars Cents	$	$
			, for Dollars Cents	$	$
			, for Dollars Cents	$	$
			, for Dollars Cents	$	$
			, for Dollars Cents	$	$

BID SUMMARY

BASE BID TOTAL

Four Hundred and Seventy One Thousand Nine Hundred and Seventy Nine Dollars
and Thirty Four Cents

$471,979.34

ADD ALTERNATES TOTAL

Dollars
and Cents

$ N/A

BASE BID TOTAL + ADD ALTERNATIVES = TOTAL BID

Four Hundred and Seventy One Thousand Nine Hundred and Seventy Nine Dollars
and Thirty Four Cents

$ 471,979.34

STATEMENT OF MATERIALS AND OTHER CHARGES

For purposes of complying with TEX. TAX CODE ANN. Title 2., Subtitle E., Chapter 151, Subchapter C. § 151.056; Subchapter H. § 151.301, § 151.309, § 151.311, the **CONTRACTOR** agrees that the charges for any material incorporated into the project in excess of the estimated quantity provided for herein will be no less than the invoice price for such material to the **CONTRACTOR**.

Value of Materials Incorporated Into the Project:	$ 220,229.34
Value of All Other Charges:	$ 251,750.00
*Total:	$ 471,979.34

* This statement may be submitted with ***Proposal*** and the total must agree with the **total bid** figure shown in the Bid Summary section above.

Section 6 BID BOND

Check Here if this Section is NOT Used ☐

THE STATE OF TEXAS §
§ **BID BOND**
COUNTY OF SMITH §

THAT, Otis Elevator Company, 2421 SH 161 Frontage Road, Irving, TX 75062 [*contractor*], as **PRINCIPAL**, and Federal Insurance Company, 202B Hall's Mill Road, Whitehouse Station, NJ 08889 [*surety*], as **SURETY**, acknowledge their indebtedness and are held and firmly bound unto the City of Tyler (**CITY**), Texas in Smith County, as **OBLIGEE**, in the amount of Five Percent of Amount Bid [*insert figure using written words*], ($ 5% of Amount Bid) [*insert numerical figure*] payable to the City of Tyler, Texas for the payment of which, the said **PRINCIPAL** (Contractor) and **SURETY** bind themselves, and their heirs, administrators, executors, successors, legal representatives, and assigns, jointly and severally, firmly by these presents.

PRINCIPAL (Contractor) is about to submit to **OBLIGEE** (City) a bid or proposal for:

City of Tyler Bid Number 24-044
Project Name Fair Plaza Garage Elevators Repairs and Updates

in accordance with plans and specifications filed in **OBLIGEE'S** (City's) office and under the Request for Quotation (RFQ) / Request for Proposal (RFP) / Invitation to Bid therefor.

NOW THEREFORE:
THE CONDITION OF THIS OBLIGATION IS THAT IF:

1) the bid or proposal is rejected, or
2) the bid or proposal of **PRINCIPAL** (Contractor) is accepted; and
   a. the contract for the work is awarded to **PRINCIPAL** (Contractor) by **OBLIGEE** (City),
   b. **PRINCIPAL** (Contractor) enters into a written contract in the form of contract provided in these contract documents (properly completed in accordance with the bid),
   c. **PRINCIPAL** (Contractor) furnishes a ***Performance and Maintenance Bond*** for the performance of the work as required by law and/or the AGREEMENT,
   d. **PRINCIPAL** (Contractor) furnishes a ***Payment Bond*** for the payment of all persons performing labor or furnishing materials in connection therewith as required by law and/or the AGREEMENT, and
   e. **PRINCIPAL** (Contractor) in all other respects performs the agreement created by the acceptance of the bid,

then this obligation will be null and void; otherwise, subject to the following limitation, it will remain in full force and effect.

The limitation referred to above is that surety, in any event, will not be liable for a greater amount than the difference between the amount of principal's bid or proposal and the lowest amount in excess of that bid or proposal for which **CITY** may be able to award the contract within a reasonable time.
The **SURETY**, for value received, hereby stipulates and agrees that the obligations of said

SURETY and its Bond shall be in no way impaired or affected by any extension of the time within which the **OBLIGEE** (City) may accept such bid; and said **SURETY** does hereby waive notice of any such extension.

I (WE) CERTIFY that the **SURETY** is registered by the State Board of Insurance to conduct business in the State of Texas, and acceptable according to the latest list of companies holding Certificates of Authority from the Secretary of the Treasury of the United States, shown on the Treasury List.

I (WE) CERTIFY that the **SURETY** has reviewed the financial condition of the **PRINCIPAL** and the **PRINCIPAL'S** qualification to perform the work required by this project.

IN WITNESS WHEREOF the **PRINCIPAL** (Contractor) and **SURETY** have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, the day and year set forth below.

Signed this 2nd day of October, 2024.

BOND NUMBER: N/A

PRINCIPAL (Contractor)	**SURETY**
Otis Elevator Company	Federal Insurance Company
Printed Name of Principal	Printed Name of Surety
2421 SH 161 Frontage Road	202B Hall's Mill Road
Irving, TX 75062	Whitehouse Station, NJ 08889
Physical Address	Physical Address
2421 SH 161 Frontage Road	202B Hall's Mill Road
Irving, TX 75062	Whitehouse Station, NJ 08889
Mailing Address	Mailing Address
214-212-8375	800-444-6161
Telephone Number	Telephone Number
By:	**By:**
Signature	Signature
Anne Potter Attorney-in-Fact	Frances Rodriquez Attorney-in-Fact
Title	Title
	SURETY'S SEAL:

******* NOTE *******

If signed by an Attorney-in-Fact a copy of the Power of Attorney shall be attached, or

If signed by an officer of the Surety Company a certified extract from the by-laws showing that this person has authority to sign obligation shall be attached.

Edition: 1 (eff. 1 December 2019)

SPECIAL POWER OF ATTORNEY

OTIS WORLDWIDE CORPORATION, a Company organized and existing under the laws of the State of Delaware, on behalf of itself, its subsidiaries and affiliates, (collectively referred to as the "Company"), hereby makes, constitutes and appoints AON RISK SERVICES NORTHEAST, INC., on behalf of certain of its employees as the Company's true and lawful attorneys-in-fact:

Anne Potter
Cynthia Farrell
Halina Kazmierczak
Barb Pannier
Frances Rodriguez
Jennifer L. Jakaitis
Susan A. Welsh
KeAna Conrad

with full power to execute, seal and deliver on behalf of the Company, surety bonds and documents ancillary thereto issued in the course of the Company's business, subject to the provisions of the Insurance Brokerage and Service Agreement effective December 1, 2019, among Aon Risk Services, Inc. of Connecticut, Aon Risk Services, Inc. of New York, currently known as **AON RISK SERVICES NORTHEAST, INC.** and **OTIS WORLDWIDE CORPORATION,** as amended or supplemented from time to time, and to bind the Company, thereby as if such writings had been duly executed and acknowledged by officers of the Company.

IN WITNESS WHEREOF, the Company has caused this Special Power of Attorney to be signed by its duly authorized representative this 27th day of November, 2019.

OTIS WORLDWIDE CORPORATION

By: _____
Name: Christopher Witzky
Title: Vice President, Treasurer

UNITED STATES OF AMERICA)
STATE OF Connecticut)
COUNTY OF Hartford) ss: TOWN OF FARMINGTON

On this 2 day of Dec 2019, before me, a Notary Public in and for said County and State, personally appeared Christopher Witzky, who acknowledged himself to be the Vice President, Treasurer of **OTIS WORLDWIDE CORPORATION**, the Company named in the foregoing instrument, and that as such, being authorized so to do, executed the foregoing instrument for the same for the purposes therein contained by signing such document in his capacity as Vice President, Treasury

_____, Notary Public

MARY FRANCES DOHERTY
Notary Public, State of Connecticut
My Commission Expires July 31, 2023

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Delaware corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Valorie Spates and Beverly Woolford of Garden City, New York; Debra A. Deming, Sandra Diaz, Vilma Gonzalez, Peter Healy, Pablo Garcia Horcajo, Francesca Kazmierczak, Aklima Noorhassan, Anne Potter and Frances Rodriguez of New York, New York ----------

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this **15th** day of **July, 2024.**

Rupert HD Swindells, Assistant Secretary

Warren Eichhorn, Vice President

STATE OF NEW JERSEY
County of Hunterdon SS.

On this 15th day of **July, 2024** before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Warren Eichhorn, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Warren Eichhorn, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal

Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22,2027

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this October 2, 2024

Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

FEDERAL INSURANCE COMPANY

STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis

December 31, 2023

(in thousands)

ASSETS		*LIABILITIES AND SURPLUS TO POLICYHOLDERS*	
Cash, Cash Equivalents, and ST Investments	$ 258,260	Outstanding Losses and Loss Expenses	$ 9,827,627
United States Government, State and Municipal Bonds	3,248,130	Reinsurance Payable on Losses and Expenses	1,716,382
Other Bonds	7,765,968	Unearned Premiums	2,899,835
Stocks	283,737	Ceded Reinsurance Premiums Payable	344,549
Other Invested Assets	1,763,264	Other Liabilities	516,090
TOTAL INVESTMENTS	13,319,359	TOTAL LIABILITIES	15,304,683
Investments in Affiliates:		Capital Stock	20,980
Great Northern Ins. Co.	433,797	Paid-In Surplus	2,711,474
Vigilant Ins. Co.	380,848	Unassigned Funds	2,079,218
Chubb Indemnity Ins. Co.	188,514		
Chubb National Ins. Co.	199,440	SURPLUS TO POLICYHOLDERS	4,811,672
Other Affiliates	117,568		
Premiums Receivable	2,262,901		
Other Assets	3,215,928		
TOTAL ADMITTED ASSETS	$ 20,116,355	TOTAL LIABILITIES AND SURPLUS	$20,116,355

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners. At December 31, 2023, investments with a carrying value of $565,024,973 were deposited with government authorities as required by law.

STATE OF PENNSYLVANIA

COUNTY OF PHILADELPHIA

John Taylor, being duly sworn, says that he is Senior Vice President of Federal Insurance Company and that to the best of his knowledge and belief the foregoing is a true and correct statement of the said Company's financial condition as of the 31 st day of December, 2023.

Sworn before me this March 11, 2024

Senior Vice President

Diane Wright

Notary Public

August 8, 2027

My commission expires

Commonwealth of Pennsylvania - Notary Seal
Diane Wright, Notary Public
Philadelphia County
My commission expires August 8, 2027
Commission number 1235745
Member, Pennsylvania Association of Notaries

Policyholder Information Notice

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Chubb's toll-free telephone number for information or to make a complaint at

1-800-36-CHUBB

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance

P.O. Box 149104
Austin, TX 78714-9104
FAX # (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para someter una queja:

Usted puede llamar al número de teléfono gratis de Chubb's para información o para someter una queja al

1-800-36-CHUBB

Puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos o quejas al

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas
P.O. Box 149104
Austin, TX 78714-9104
FAX # (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente primero. Si no se resueve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para propósito de información y no se convierte en parte o condición del documento adjunto.

Otis Service and Repair Order

10/2/2024

CUSTOMER NAME
City of Tyler
700 Skyway Blvd
Tyler, TX 75704

OTIS ELEVATOR COMPANY
2421 SH 161 Frontage Rd
Irving, TX 75062

OTIS CONTACT
Joseph Whalen
Phone:
Email: Joseph.Whalen@otis.com

PROJECT LOCATION
FAIR PLAZA GARAGE
208 S COLLEGE ST
TYLER, TX 75702

PROPOSAL NUMBER
QTE-002017658

OTIS SERVICE AND REPAIR ORDER

We propose to furnish the necessary material and labor on the following units:

Unit	Customer Designation
F67662	ELV 1
F67663	ELV 2

SCOPE OF WORK

Summary of Work

- HydroFit Hydraulic Elevator MOD (2)
- Twin Post Cylinder Replacement
- Bid Bond
- TDLR Inspection with State Plan Review

OTIS HYDRO ACCEL ELEVATOR REPLACEMENT (2)

We propose to furnish labor and material to provide a hydraulic microprocessor-based control system. It is specifically designed to meet the particular needs of modernizing hydraulic elevators. The system is integrated by communications over serial links and discrete wiring.

DUTY
The present capacity will be retained.

TRAVEL
The present travel will be retained.

STOPS AND OPENINGS
Present stops and openings will be retained.

POWER SUPPLY (RETAINED)
The present power supply will be retained and the new equipment will be arranged for this power supply.

SOFT STARTER (NEW)
A new solid-state starter will be provided. It will be of the same power requirement and starting configuration as presently exists.

POWER UNIT (NEW)

The existing power unit will be replaced with a new power unit. The new power unit consists of a positive displacement pump, motor, integral 4-coil control valve, oil tank and muffler.
The pump and motor are submerged and are mounted to the tank with rubber isolators to reduce vibration and noise. A muffler is provided to dissipate pulsations and noise from the flow of hydraulic fluid. The valve consists of up, up leveling, down and down leveling controls along with manual lowering and a pressure relief valve.

AUTOMATIC SELF-LEVELING (WITH NEW HOISTWAY LEVELING DEVICE)
The elevator shall be provided with automatic self-leveling that shall bring the elevator car level with the floor landings, no more than +/- 1/2" assuming proper loading. The automatic self-leveling shall correct for over travel or under travel.

CONTROLLER
A microprocessor-based control system shall be provided to perform all the functions of safe elevator motion and elevator door control. This shall include all the hardware required to connect, transfer and interrupt power, and protect the motor against overloading. The system shall also perform group operational control.

Each controller cabinet containing memory equipment shall be properly shielded from line pollution. The microcomputer system shall be designed to accept reprogramming with minimum system downtime.

OPERATION - ONE CAR
Operation shall be automatic by means of the car and landing buttons. Stops registered by momentary actuation of the car or landing buttons shall be made in the order in which the landings are reached in each direction of travel after the buttons have been actuated. All stops shall be subject to the respective car or landing button being actuated sufficiently in advance of the arrival of the car at that landing to enable the stop to be made. The direction of travel for an idle car shall be established by the first car or landing button actuated.

"UP" landing, calls shall be answered while the car is traveling in the up direction and "DOWN" landing, calls shall be answered while the car is traveling down. The car shall reverse after the uppermost or lowermost car or landing call has been answered, then proceed to answer car calls and landing calls registered in the opposite direction of travel.
If the car without registered calls arrives at a floor where both up and down hall calls are registered, it shall initially respond to the hall call in the direction that the car was traveling. If no car call or hall call is registered for further travel in that direction, the car shall close its doors and immediately reopen them in response to the hall call in the opposite directions. Direction lanterns, if furnished, shall indicate the change of direction when the doors reopen.

SPECIAL EMERGENCY SERVICE -FIRE SERVICE
Special Emergency Service operation shall be provided in compliance with the revision of the ASME/ANSI A17.1 Code. Special Emergency Service Phase I to return the elevator (s) non-stop to a designated floor shall be initiated by an elevator smoke detector system or a keyswitch provided in a lobby fixture. If required, the smoke detector system is to be furnished by others. The elevator contractor shall provide input connections on the elevator controller to receive signals from the smoke detector system. A keyswitch in the car shall be provided for in-car control of each elevator when on Phase II of Special Emergency Service. If an elevator is on independent service when the elevators are recalled on Phase I operation, a buzzer shall sound in the car and a jewel shall be illuminated, subject to applicable codes.

INSPECTION OPERATION
For inspection purposes, an enabling keyswitch shall be provided in the car operating panel to permit operation of the elevator from on top of the car and to make car and hall buttons inoperative

On top of the car an operating fixture shall be provided containing continuous pressure "UP" and "DOWN" buttons, an emergency stop button, and an inspection-initiating switch. This switch makes the fixture operable and, at the same time, makes the door operator and car and hall buttons inoperable

APPLIED CAR OPERATING PANEL (NEW)
An applied car-operating panel shall be furnished. The panel shall contain a bank of illuminated buttons marked to correspond with the landings served, an emergency call button, emergency stop button or switch, door open and door close buttons, and a light switch. The emergency call button shall be connected to a bell that serves as an emergency signal. A fan switch, if optional fan is provided, shall also be located in the car-operating panel. All car operating panel lamps shall be the low-voltage long life lamps.

OTIS HANDSOFF® PHONE (NEW)
We propose to furnish and install the Otis HANDSOFF® phone. The HANDSOFF phone is a telephone that enables communication between persons in the elevator and a 24-hour answering service.

The HANDSOFF phone will be mounted in a telephone box or surface mounted in the elevator cab. It will automatically dial a preprogrammed number and will inform the answering service of the elevator location via prerecorded digital voice communication. After disclosing the elevator location, the phone will allow two-way voice communication. The HANDSOFF phone contains two light-emitting diodes -- one that indicates the call is in progress and another that indicates the call has been acknowledged. After receiving acknowledgment of the call from the answering service, a deaf/mute person can signal the answering service by reactivating the call button. The phone can be easily programmed and allows incoming calls to be received. The telephone will be furnished and installed in accordance with the ASME A17.1 Safety Code for Elevators and Escalators and is registered with the FCC.

CAR POSITION INDICATOR
A digital position indicator shall be provided and installed in car operation panel..

"IN-CAR" DIRECTION LANTERNS (NEW)
New direction lantern(s) shall be mounted in or near the car entrance jamb(s), visible from the corridor, which when the car stops and the doors are opening, shall indicate the direction in which the car will travel. A chime shall also be furnished on the car that will sound once for the "UP" direction and twice for the "DOWN" direction as the doors are opening.

EMERGENCY CAR LIGHTING (NEW)
An emergency power unit employing a 12-volt sealed rechargeable battery and a totally static circuit shall be provided. The power unit shall illuminate the elevator car and provide current to the alarm bell in the event of normal power failure. The equipment shall comply with the requirements of the latest revision of the ASME/ANSI A17.1 Code.

HALL BUTTONS (NEW)
New hall buttons shall be installed at each landing, an up and a down button at each intermediate landing and a single button at each terminal landing.

When a call is registered by momentary pressure on a landing button, that button shall become illuminated and remain illuminated until the call is answered. Hall button lamps shall be low-voltage, long life lamps.

HOISTWAY OPERATING DEVICES (NEW)

Normal terminal stopping devices shall be provided to slow down and stop the car automatically at the terminal landings and to automatically cut off the power and apply the brake, should the car travel beyond the terminal landings.

CAR GUIDES (RETAINED)
The existing car guides shall be retained. They shall be thoroughly inspected. Any worn parts will be replaced by the original manufacture parts or equal.

CAR FRAME (RETAINED)
The existing car frame shall be retained.

PLATFORM (RETAINED)
The current platform will be retained.

DOOR OPERATOR (NEW)
A new door operator shall be installed.

Doors on the car and at the hoistway entrances shall be power operated by means of the new door operator mounted on top of the car. The door operator is a closed-loop system designed to provide consistent door performance despite changes in temperature or wind and despite the presence of minor debris in the door track. The system continuously monitors door speed and position and adjusts them to match the predefined profile.

Door operation shall be automatic at each landing, with door opening initiated as the car arrives at the landing. Closing will take place after an adjustable time interval expires. An electric car door contact shall prevent the elevator from operating unless the car door is in the closed position.

Door close shall be arranged to start after a minimal time, consistent with ADA requirements. Doors shall be arranged to remain open for an adjustable time period sufficient to meet ADA requirements.

Elevator cars' door-open time intervals, when the car is at a landing, shall be adjustable independently for the cars' responses to car and hall calls.

INTERLOCKS (RETAINED)
The present interlocks will be retained. A thorough examination will be made of the interlocks. All replacement components will be the original manufacture replacement parts or equal.

OPTIGUARD ENTRANCE-PROTECTION DEVICE (NEW)
A solid-state, infrared passenger protection device shall be installed on the car door. This system uses 154 infrared emitters and detectors to create an invisible "net" across the elevator entrance.

The OPTIGUARD system continuously scans for interrupted beams. If any beam in the curtain is interrupted; the OPTIGUARD system will reopen the elevator door instantly.

OPTIGUARD helps reduce potential injury to passengers as they enter and exit the elevator.
The OPTIGUARD systems infrared beams will also detect approaching objects which reduces potential for damage to elevator doors caused by mail carts, stretchers or other moving equipment.

If these beams strike an object in the middle of the entryway, light reflects off the object into special photo-diode receivers mounted on the opposite side of the entrance, which scan into the entryway. If the receivers detect enough light, a reversal signal is generated to open the doors.

If any curtain beam is interrupted, a door-reversal signal will cause the elevator doors to reopen without touching the passenger. After a car stop is made, the door shall remain open for a predetermined interval

before closing. If, while the door is closing, the matrix of invisible light beams is interrupted by a passenger entering or leaving the car, the door shall stop and reopen, after which the door shall again start closing.

CAR DOOR HANGER (RETAINED)
The present car door hanger will be retained and inspected for proper alignment. Any adjustment required will be accomplished.

HOISTWAY ENTRANCES (RETAINED)
The present hoistway entrances will be retained.

HOISTWAY DOOR HANGER (RETAINED)
The present hoistway door hanger will be retained and inspected for proper alignment. Any adjustment will be required.

PIT SWITCH (NEW)
An emergency stop switch shall be located in the pit accessible from the pit access door.

SPRING BUFFERS (RETAINED)
The existing spring buffers shall be retained.

WIRING
All new wiring and electrical interconnections shall comply with governing codes. Insulated wiring shall have flame-retardant and moisture-proof outer covering and shall be run in conduit, flexible tubing or electrical wire ways. Traveling cables shall be flexible and suitably suspended to relieve strain on individual conductors.

ENGINEERING DESIGN
All new material furnished will be specifically designed to operate with original elevator equipment being retained, to maximum performance and eliminate any divided responsibility.

SUPERSEDED MATERIAL
All material removed or unused, not required in the modification will become the property of Otis and we reserve the right to remove and retain it.

PERMITS AND INSPECTIONS
The elevator contractor shall furnish all licenses and permits and shall arrange for and make all required inspections and tests.

CODE
The elevator equipment shall be furnished and installed in accordance with the ASME/ANSI A17.1 Safety Code for Elevators and Escalators, An American National Standard, including the latest Supplement, and the Americans with Disabilities Act.

CODE (LOCAL)
The elevator equipment shall comply with all applicable local codes.

WORK BY OTHERS
The following items must be performed by others at no costs to us, and you agree to:
Provide suitable ventilation and cooling equipment, if required, to maintain the machine room ambient temperature between 32oF and 113oF. The relative humidity should not exceed 95 percent non-condensing.

Provide electrical power for light, tools, hoists, etc. during installation as well as electrical current for starting, testing and adjusting the elevator.

Provide a smoke detector system, located as required with wiring from the sensing devices to each elevator controller.

Do any required cutting, including cutouts to accommodate hall signal fixtures, patching and painting of walls, floors or partitions.

Provide a dedicated (non-PBX) touch-tone business telephone line terminated in the machine room.

Provide a fused disconnect switch or circuit breaker for each elevator per the applicable National Electrical Code with feeder or branch wiring to controller. Size to suit elevator contractor.

Provide a 120-volt AC, 20 amp, single-phase power supply with fused SPST disconnect switch for each elevator with feeder wiring to each controller for car lights.

Provide a separate 120-volt AC, 15 amp, single-phase power supply with fused SPST disconnect switch with duplex outlets in the machine room and lobby or other applicable location, for power to each elevator video display panel and controller when display system is provided.

Provide a 120-volt AC, 15 amp, single-phase power supply with fused SPST disconnect switch with duplex outlets in the machine room or other locations as required for information display terminal and controller of information display when provided. Also, provide one (1) pair of shielded/twisted conductors between the terminal and the machine room.

Provide a safe and dry on-site storage area for elevator material.

Any modification or installation of lights and/or electrical outlets in the machine room and/or pit to be performed by others.

LIMITATIONS
Under no circumstances shall Otis be liable for indirect, consequential, or special damages resulting from the installation or use of this product.
We will include all engineering, wiring, print, software, and control changes.

Material provided shall be installed in accordance with the ASME A17.1 Safety Code for Elevators and Escalators.

The customer will be responsible for paying local inspection fees if applicable.

A representative will contact you to schedule the work. All work will be performed during regular working days and hours of the Elevator Trade unless otherwise specified above.

CYLINDER HEAD SUPPORT REMOVAL

Otis will remove the existing cylinder-head support for cylinder replacement. After installation of the new cylinder and sealed PVC Protection System is complete, Otis will provide a new cylinder-head support.

This proposal includes removing the existing cylinder from the original well hole. Otis will be responsible for removal of spoils resulting from hole clean out in drums. Drilling work is not included in this proposal. If a drilling company is needed this will be quoted as a separate work order. Cost of project includes one day of clean out of existing hole of debris with a standard vacuum truck. If any physical obstruction, hindrance, ground water, or cave-in is encountered below the ground, we shall be provided with written authorization to proceed with the excavation utilizing any additional special hoisting or excavating equipment required. Otis Elevator Company shall be reimbursed for all additional costs incurred subsequent to encountering the physical obstruction or hindrance, including the costs of the special equipment. **In addition, if existing cylinder is not freed from current impacted condition within an eight (8)**

hour period then a supplemental proposal shall be provided for any additional labor to remove the cylinder from its impacted condition.

WORK NOT INCLUDED IN THE ELEVATOR CONTRACT

When needed, we will provide protection for floors, walls and elevator entrances for normal activities associated with this work. If special drilling or excavation of contaminant material equipment is required, the owner will be responsible for all building protection and alterations needed to bring this equipment in, use and take off of the premises.

To complete this installation, the following items must be performed or furnished by the owners or their agent according to governing codes. The price and installation schedule of the elevator contractor is based on the following conditions prevailing at the beginning and during installation of the elevator equipment and includes the following:

- Provide electric power for light, tools, hoists, welding, drilling rig (if necessary), etc. required for the duration of this project.
- Owner will provide full access to the work area for the contractors works and their agents at all times during the agreed upon work hours for the duration of the project.
- The owner will provide on-site storage space adequate to store cylinder, PVC, oil, tools, etc. during the project.
- The storage space should be close proximity to the work area. It shall remain the owner's responsibility that the well hole is free of contaminants and clear of any obstructions.
- The owner will provide all necessary permits for welding, gas burning and cutting in the elevator hoistway.
- The owner is responsible for deactivating and reactivating all fire, smoke and/or combustion sensors in the work area that may be activated by the effects of the operations required to complete this work.
- Hole Clean Out is not covered under this contract, in the event after the cylinder is removed and the hole will need to be cleaned out, Otis will sub-contract with a third party vendor and provide a proposal in the event this is needed.

Pricing includes oil, and permit needed for the alteration.

Material provided shall be installed in accordance with the ASME A17.1 Safety Code for Elevators and Escalators.

Material provided shall be installed in accordance with the ASME A17.1 Safety Code for Elevators and Escalators.

Your account representative will contact you to schedule the work. All work will be performed during regular working days and hours of the Elevator Trade unless otherwise specified above. The price quoted below does not include sales tax and is valid for 30 days from the date specified above. The work will be scheduled based on the availability of material and manpower to complete the job efficiently.

The scope proposed herein represents the entire scope that we are contracted for, if additional work is required by others to allow for completion of this work and/or for the inspection to occur, that work is not included. If additional labor and material are needed, a supplemental proposal will be sent.

PRICE
$471,979.34
Four hundred seventy-one thousand nine hundred seventy-nine and 34/100 dollars
+ applicable state taxes

This price is based on a **fifty** percent **(50%) downpayment** in the amount of $235,989.67.

PAYMENT TERMS:

- The downpayment amount is due in full prior to Otis ordering material and/or mobilizing.

In the event 100% of the contract price is not paid up front, we must be paid the remaining balance no later than the completion of work. Final invoice will be submitted once work is scheduled.

This proposal, including the provisions printed on the pages following, shall be a binding contract between you, or the party identified below for whom you are authorized to contract (collectively referred to herein as "you"), and us when accepted by you through execution of this proposal by you and approved by our authorized representative; or by your authorizing us to perform work for the project and our commencing such work.

SUGGESTED BY: SHAU WASHINGTON
TITLE: Mechanic

Accepted in Duplicate

OTIS SERVICE AND REPAIR ORDER

City of Tyler	Otis Elevator Company
Date:_____	Date:_____
Signed: _____	Signed: _____
Print Name: _____	Print Name: Freddy Jackson II
Title: _____	Title: Director & GM - Dallas and Fort Worth
Email: _____	Email: _____
Company Name: City of Tyler □ Principal, Owner or Authorized Representative of Principal or Owner □ Agent _____ (Name of Principal or Owner)	

OTIS SERVICE AND REPAIR ORDER

TERMS AND CONDITIONS

1. This quotation is subject to change or withdrawal by us prior to acceptance by you.
2. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.
3. Payments shall be made as follows: A down payment of Fifty percent (50.0%) of the price shall be paid by you upon your signing of this document. Full payment shall be made on completion if the work is completed within a thirty days period. If the work is not completed within a thirty day period, monthly progress payments shall be made based on the value of any equipment ready or delivered. We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.
4. Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with a safe place in which to work. Additionally, you agree to notify us if you are aware or become aware prior to the completion of the work of the existence of asbestos or other hazardous material in any elevator hoistway, machine room, hallway or other place in the building where Otis personnel are or may be required to perform their work. In the event it should become necessary to abate, encapsulate or remove asbestos or other hazardous materials from the building, you agree to be responsible for such abatement, encapsulation or removal, and in such event Otis shall be entitled to delay its work until it is determined to our satisfaction that no hazard exists and compensation for delays encountered if such delay is more than sixty (60) days. In any event, we reserve the right to discontinue our work in the building whenever in our opinion this provision is being violated.
5. Unless otherwise agreed in writing, it is understood that the work shall be performed during our regular working hours of our regular working days. If overtime work is mutually agreed upon and performed, an additional charge therefore, at our usual rates for such work, shall be added to the contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our then current labor rates.
6. Title to any material to be furnished hereunder shall pass to you when final payment for such material is received. In addition, we shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Agreement may be used as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC -1 form or any other document reasonably requested by us for that purpose.
7. Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.
8. Otis shall not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water damage, weather damage, extreme weather, traffic conditions, epidemic, pandemic, quarantine (including Covid-19), sabotage, cyber security, national emergency, act of terrorism, earthquake, riot, civil commotion, war or insurrection, vandalism, misuse, abuse, mischief, or acts of God or nature.
9. We warrant that all services furnished will be performed in a workmanlike manner. We also warrant that any equipment provided hereunder shall be free from defects in workmanship and material. Our sole responsibility under this warranty shall be at our option to correct any defective services and to either repair or replace any component of the equipment found to be defective in workmanship or material provided that written notice of such defects shall have been given to us by you within ninety (90) days after completion of the work or such longer period as may be indicated on the front of this form. All defective parts that are removed and replaced by us shall become our property. We do not agree under this warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any causes beyond our control. We shall conduct, at our own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity and authority to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages excluding consequential damages and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall, at our option, (i) procure for you the right to use the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the equipment so it becomes noninfringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage and obsolescence.
   THE EXPRESS WARRANTIES SET FORTH HEREIN ARE THE EXCLUSIVE WARRANTIES GIVEN; WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE; AND THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.
10. Under no circumstances shall either party be liable for special, indirect, liquidated, or consequential damages in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provision to the contrary. Notwithstanding any provision in any contract document to the contrary, our acceptance is conditioned on being allowed additional time for the performance of the Work due to delays beyond our reasonable control. Your remedies set forth herein are exclusive and our liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from

the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort (including negligence), in warranty or otherwise, shall not exceed the price for the equipment or services rendered.

11. To the fullest extent permitted by law, you agree to defend, indemnify, and hold Otis harmless against any claim or suit for personal injury or property damage alleged to arise out of this contract, except to the extent that such damage or injury has been adjudicated as having been caused by Otis' sole negligence. In the event that Otis is requested to provide hoistway cartop/pit access to you, and/or to third parties acting at your request, direction, or control, and which may be subject to additional charges at Otis' sole discretion, then in addition to the foregoing defense, indemnity and hold harmless obligations, you shall carry and maintain the following insurance throughout the duration of such work in the hoistway/cartop/pit areas, and will furnish to Otis a certificate of insurance evidencing the following: Commercial General Liability insurance, written on an occurrence basis, with limits on a per occurrence basis of at least $2,000,000 for personal injury or death, and $2,000,000 for property damage, naming Otis as additional insured. Such insurance shall be issued by an insurer authorized to do business in the state or province where the property is located and the equipment and/or services are to be rendered, shall contain a clause in the policy setting forth the insurer's acceptance of liability as set forth in this agreement, and a clause pursuant to which the insurer waives any right of subrogation as to Otis. This policy shall be written as a primary policy only, and not contributing to or in excess of any insurance carried by Otis. You shall provide Otis with at least thirty (30) days prior written notice of cancellation or material change in the coverage.
12. It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment being furnished hereunder is periodically inspected. The interval between such inspections shall not be longer than what may be required by the applicable governing safety code.
13. In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at www.otis.com by clicking on "Tools & Resources" on the home page, selecting "Lockout Tagout Policy" under the "Safety Information" column and downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0," or the then most current version, both of which are in .pdf format. You agree that you will disseminate these procedures throughout your organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at your facility and will ensure that such personnel comply with these LOTO procedures while Otis personnel are working on site.
14. This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Agreement shall not be binding upon either party unless agreed to in writing by an authorized representative of each party.
15. This Contract will be deemed voidable, even after execution, if it is determined by Otis that performance of the services and/or engagement in the contractual relationship/transaction will violate, or is otherwise restricted by, any and all laws, regulations and/or orders, including sanctions laws, that are applicable to Otis or otherwise apply to Otis' operations.
16. By accepting delivery of parts incorporating software, you agree that the transaction is not a sale of such software but merely a license to use such software solely for operating the unit(s) for which the part was provided, not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms prior to any such transfer.
17. Our work shall not include the identification, detection, abatement, encapsulation or removal of asbestos, polychlorinated biphenyl (PCB), or products or materials containing asbestos, PCBs, oil, or any hazardous substances in soil, water or elsewhere. In the event we encounter any such product or materials in the course of performing work, we shall have the right to discontinue our work and remove our employees from the project until you have taken the appropriate action to abate, encapsulate or remove such products or materials, and any hazards connected therewith, or until it is determined that no hazard exists (as the case may require). We shall receive an extension of time to complete the work hereunder and compensation for delays encountered as a result of such situation.
18. The disposal of the cylinders, underground piping, and any and all related materials shall be the sole responsibility of the Owner. Additionally, the Owner is solely responsible for the removal and/or disposal of oil, contaminated soil, water and or other by-products. In the event that any contaminated soil or groundwater is discovered during the performance of the work, Otis will notify the Owner in writing. During the time the Owner is performing any such removal or disposal, Otis is excused from its performance under this Agreement, and Owner will compensate Otis for any and all costs attributable to any such delay. Furthermore, Owner will indemnify and hold harmless Otis from any cost, liability or expense imposed upon, or incurred by, Otis under any state, provincial, federal or other law because of or arising out of any contamination, alleged contamination of the property (including reporting requirements with regard to same, if applicable), or removal or disposal of oil, contaminated soil or water or otherwise.

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-9

Date: October 23, 2024

Subject: Request that the City Council consider authorizing the City Manager to add Addendum 3 adding the Water Service Center to the Downtown Janitorial Contract with Office Pride Janitorial.

Item Reference: **Bid Number 22-044**

This addendum would add the Water Meter and Purchasing Offices at a total cost of $27,624.00 over the next three (3) years, the remainder of the contract term. The total contract price will increase from $542,821.00 to $570,445.00.

Addendum 1, 2 with subsequent 3% increases -Addendum 3 additional properties $27,624.00 total contract cost changed to $570,445.00.

The contract is a one-year contract with four (4) one-year renewals and is in effect from November 1, 2022, until October 31, 2027, if both parties agree to all renewals.

Item reference:

On Sunday, August 14, 2022, and Sunday, August 25, 2022, ads were placed in the Tyler Morning Telegraph by Staff Requesting Proposals for Janitorial Services for Downtown Campus Buildings, City Hall, City University, Finance, Neighborhood Services, Tyler Development Services, and Water Administration. Proposals were opened in public at 2pm Tuesday, September 13, 2022, at the City of Tyler City Hall Council Chambers. Proposal costs for 5 year totals were as follows:

Office Pride Janitorial $447,216.00
TMT Janitorial $481,967.00

Proposals were reviewed by a committee of 8 in the facilities served by this contract and Office Pride Janitorial was selected.

RECOMMENDATION:

Suggest that the City Council consider authorizing the City Manager to add Addendum 3 to Downtown Janitorial Contract with Office Pride Janitorial. This addendum would add the Water

Meter and Purchasing Offices at a total cost of $27,624.00 over the next four (3) years of the remaining contract term from a total of $542,821.00 to a total of $570,445.00

Attachments:
Signed Contract
Addendum 1
Addendum 2
Addendum 3

Drafted/Recommended By:
Department Leader Gary L. Smith - Facilities Services Coordinator

Edited/Submitted By:
City Manager

STATE OF TEXAS	§	**CONTRACT FOR JANITORIAL**
	§	**SERVICES FOR SIX**
	§	
COUNTY OF SMITH	§	**DOWNTOWN PROPERTIES**

ORIGINAL

City of Tyler Bid/Quote Number **22-044**
Project Name **Janitorial Services for Six Downtown Properties**

THIS AGREEMENT, made and entered into this 30 day of OCTOBER, 20 22, by and between the City of Tyler, Texas, of the County of Smith and State of Texas, hereinafter termed "**CITY**", and **Stein Enterprises, LLC dba Office Pride of East Texas**, of the City of TYLER, County of SMITH, State of Texas, hereinafter termed "**CONTRACTOR**.

WITNESSETH:

THAT FOR AND IN CONSIDERATION of the payments and mutual covenants set forth in this ***Agreement*** and under the conditions expressed in the contract documents, **CONTRACTOR** hereby agrees with **CITY** as follows:

I. PURPOSE OF CONTRACT.

The sole purpose of this contract is to establish frequency of janitorial cleaning and cleaning standards that will maintain various City buildings as clean, sanitary, well-kept, attractive, professional buildings. CONTRACTOR shall coordinate all cleaning services activities with each Designated Facility Representative, as set out below. The professional cleaning and other related janitorial services are for the following City of Tyler locations:

	Facility & Location	Address	Facility Contact	Phone Number
1.	City Hall	212 North Bonner	Gary Smith	903-520-3166
2.	Administrative Service	304 North Border	Karen Reasoner	903-531-1137
3.	Tyler Water Utilities	511 West Locust	Pam Lee	903-531-1238
4.	Tyler Development Center	423 West Ferguson	Maria Carreno	903-531-1241
5.	City University	214 North Border	Lara Tabri	903-533-2000
6.	Neighborhood Services	900 West Gentry Pkwy.	Cinthia Gauna	903-531-1303
	Facilities Services Supervisor		Gary Smith	903-520-3166

II. TERMS OF AGREEMENT.

The initial one (1) year term of the agreement shall begin on November 1, 2022 and will end October 31, 2023. After the initial first year the contract shall remain in effect for four (4) one-year extensions unless cancelled in writing by the City of Tyler. If all extensions are agreed to the contract shall end on October 31, 2027.

A. CONTRACT RENEWAL/PRICE ADJUSTMENTS.

The CITY has an option to renew this contract for up to four (4) one year options, by notifying the CONTRACTOR in writing, no later than (30) days before the current term's expiration, that it has exercised the option. Contract renewals are at the discretion of and to be initiated solely by the CITY. Contract renewals are subject to written acceptance by all parties to the contract. Contract prices, as bid, are to remain firm through the contract period. Thereafter, contract prices may only be adjusted at the time of contract renewal. The adjusted annual contract price shall be found in **Exhibit C Fees** section (see next pages).

B. MONTH – TO – MONTH STATUS.

Unless otherwise stated, the CITY and the CONTRACTOR agree:

1. That any holding over the contract beyond the original term or beyond exercised renewal options, will be considered as "month-to-month". All terms and conditions as set forth in this contract shall remain in full force and effect during any month-to-month terms.

2. Either party may cancel the "month-to-month" extension by providing written notice to the other party at least 30 days prior to the desired date of cancellation.

C. PAYMENT.

1. Payment for the undisputed purchase of services provided by the CONTRACTOR shall be made within 30 days of the receipt of an approved invoice. If there is a dispute or discrepancy in the invoice, the invoice will be returned to the CONTRACTOR for amendment without payment. Previously disputed invoices that are re-submitted for payment will be reviewed and if approved shall be paid within 30 days of the date the invoice was re-submitted. The CITY will make payment only after verifying that the services have been provided in accordance with the contract requirements.

2. Invoices must be provided in a format acceptable to the CITY. The Facility Services Supervisor or the Facility Representative reserves the right to request back-up documentation in support of invoices in question. Failure to provide the requested back-up may result in partial payment or rejection of the billing. Requested back-up may include, but is not limited to, employee time sheets and pay records, record of subcontractor payments, bills of sale for equipment and supplies, and evidence of timely tax or employee compensation payments.

3. The CONTRACTOR shall submit, to the designated Facility Representative, monthly invoices on the first day of the month for the prior month's cleaning services. There shall be no payments made before services are rendered. Any invoices submitted as pre-payment shall be returned to the CONTRACTOR without payment.

4. CONTRACTOR shall submit an itemized monthly invoice for each facility, for work completed in accordance with the contractor's quote at the time of proposal. Each itemized monthly invoice shall be submitted to the attention of the Facility Representative listed in Section I., unless the CITY notifies the CONTRACTOR of a change.

5. Services for hard floor care will be on an AS NEEDED basis, upon the request of the Facility Services Supervisor. Services rendered for hard floor care are to be invoiced separately per occurrence and submitted to the attention of the Facility Representative listed in Section I.

6. The CITY reserves the right to withhold any payment or partial payment otherwise due to the CONTRACTOR for any unsatisfactory performance or damage by the CONTRACTOR as determined at the sole discretion of the CITY. This amount shall be withheld until such performance or damage is corrected.

D. EMERGENCY/ON-CALL SERVICES.

The CITY may request the CONTRACTOR provide emergency or on call services that are not included in the scope of work provided for in this contract. Pricing shall be negotiable and per occurrence.

1. The CONTRACTOR shall submit invoices separately for on call or emergency services. Such invoices shall be submitted on the first day of the month for the prior month's emergency and/or on call services.
2. The CITY reserves the right to seek such services from another party if the CITY and CONTRACTOR cannot reach a mutually agreeable price.

III. AREAS AND FREQUENCY FOR CLEANING.

All cleaning shall be performed *after* the normal operating hours of each building, as stated below:

Facility & Location	Address	Approx. Sq. Footage	Frequency & Time of Service
1. City Hall	212 N. Bonner	17,700	Five (5) days per week, **Monday – Friday**, between hours of 6:30 p.m. and 7:00 a.m.
2. Administrative Services	304 N. Border	5,000	Five (5) days per week, **Monday – Friday**, between hours of 5:30 p.m. and 7:00 a.m.
3. Tyler Water Utilities	511 W. Locus	7,600	Five (5) days per week, **Monday – Friday**, between hours of 6:00 p.m. and 7:00a.m.
4. Tyler Development Center	423 W. Ferguson	10,000	Five (5) days per week, **Monday – Friday**, between hours of 6:00 p.m. and 7:00a.m.
5. Neighborhood Services	900 W. Gentry Pkwy.	6,850	Five (5) days per week, **Monday – Friday**, between hours of 5:30 p.m. and 7:00 a.m.
6. City University	212 N. Border	4,000	Five (5) days per week, **Monday** between 7:00 am and 7:00 pm, **Tuesday – Friday** between 5:30 pm and 7:00 am

IV. LEVEL OF CLEANING SERVICE REQUIRED, CLEANING STANDARDS, AND SCHEDULES.

The CONTRACTOR shall provide janitorial services in accordance with the following cleaning service standards, and special services for specific buildings as set out in Section III above.

A. Equipment and Supplies Provided by Contractor. Contractor is to provide all equipment needed such as mop, broom, buffer, vacuum, etc. and shall not use City equipment. Contractor shall supply all cleaning supplies and equipment, including glass cleaner, trash bags to fit appropriate City-furnished trashcans, all necessary disinfectants and cleansers with proper non-diluted cleaning solutions, rags, dusting cloths, dusting cleaner, and all wax and floor stripping materials.

B. Supplies Provided by City. City shall supply the following supplies: paper towels to fit each facility's dispensers, toilet paper; urinal blocks; and hand soaps, both bar and liquid, where necessary. The CONTRACTOR'S supervisor must notify the Facility Services Supervisor or designated CITY staff when city provided supplies runs low, so that restock can be ordered. Restock should be requested well enough in advance that the facility does not run out of these supplies. Each facility designee may establish its own preferred method and timing for restock requests from the CONTRACTOR'S supervisor. For inventory control & cost purposes, supplies provided by the CITY are not to be removed from any of the facilities, or be shared between facilities, without the approval of the Facility representative.

C. Daily Services:

1. General Cleaning
    a. Clean entrance and exit glass doors;
    b. Spot clean interior glass;
    c. Clean and polish all water fountains;
    d. Gather trash from all trashcans and wastebaskets. Place trash in dumpsters for disposal;
    e. Dust or wipe out all trashcans and wastebaskets;
    f. Sweep and mop all hard surface floors; and
    g. Vacuum all carpeted areas.

2. Offices, Meeting Rooms, Conference Rooms, and Breakrooms
    a. Spot clean all walls, light switches, and doors as needed;
    b. Sweep and/or dust mop all resilient floors and damp mop using a neutral cleaner;
    c. Sweep vestibules, landings, and stairs removing gum and loose trash;
    d. Carpet mats shall be vacuumed with a commercial vacuum before spot cleaning;
    e. Entrance mats made of rubber or polyester shall be swept, shaken, vacuumed or washed;
    f. Vacuum clean all carpeted areas; spot clan minor stains;
    g. Empty trash and replace the liner each time;
    h. Turn off all lights, leaving only designated lights on; and
    i. Secure designated doors upon completion of work.

3. Restrooms
    a. Wet mop all floors with germicidal solution (brooms, wet mops, rags, etc. used in the restroom shall not be used in any areas outside of the restroom);
    b. Empty, clean and disinfect all waste and sanitary napkin receptacles;
    c. Clean and remove all smudges, fingerprints, and water spots from all mirrors;
    d. Clean and sanitize all urinals, commodes, and washbasins to include all chrome fittings and bright work;
    e. Refill all toilet tissue, paper towels, and soap dispensers. Do not overfill gravity dispensers. Soap dispensers nozzles are to be free of clogs, allowing the soap to be dispensed easily and freely;
    f. Privacy partitions and partition doors are to be wiped free of dust, dirt, finger prints, and any other materials, substance, or markings; and
    g. Storerooms housing janitorial supplies and equipment to be kept neat, clean and orderly allowing sufficient walk-in room.

4. Trash
    a. All trash is to be emptied, and a replaced with a new liner each time;
    b. Leave extra trash liners in the bottom of the trash can;
    c. Clean/wipe all trash can lid;
    d. Take the trash to the dumpster;
    e. Recycling cans/bins are not included and are to be left alone; and
    f. A rolling utility trashcan must be used in the collection of all other trash to prevent discarded food, drinks, or any other substances from spilling/leaking out onto the floors.

5. Stairways
    a. Sweep and mop stairways and landings; and
    b. Vacuum stairways and landings that are carpet or have rugs.

6. Elevators
    a. Clean and wipe elevator walls;
    b. Clean elevator doorway tracks; and
    c. Polish stainless steel surface areas.

7. End of the Night
    a. Clean and straighten the janitorial closet;
    b. Turn off the lights; leaving only designated lights on; and
    c. Set the alarm per instructions.

D. Weekly Services:
    a. Dust high partition ledges, picture frames and window ledges and moldings;
    b. Dust low ledges, chair rungs, and table legs;
    c. Polish or clean doors, door kick plates, glass doors, and thresholds;
    d. Dust or vacuum air grills;
    e. Dust desks, chairs, tables and other office furniture, not including individual desks where papers, folders, etc. should not be disturbed. All surfaces should be dry and free of moisture or residue prior to replacing contents;
    f. Damp wipe vinyl or plastic chairs;
    g. Remove dust and soil from baseboards;
    h. Spray polish/buff non-carpeted floors to attain proper shine; and
    i. Burnish all tile floors once a week using an ultra-high speed machine of at least 2000 rpm or better. The use of polish not formulated for burnishing is not permitted.

NOTE: Dusting shall be performed with a cloth, using Pledge-type cleaners, except on live plants. Do not use feather type dusters.

E. Monthly Cleaning
    a. To remove cob webs, dust the areas where walls meet the ceiling and in corners;
    b. Dust or vacuum air condition grills;
    c. Remove dust and soil from baseboards; and
    d. Spray, polish, and buff non-carpeted floors to attain the proper shine.

V. QUALITY CONTROL.

Unsatisfactory cleaning will be subject to call back for re-cleaning. The CITY shall inform the CONTRACTOR by telephone or email or other reasonable written communication, noting all areas of dissatisfaction, and the CONTRACTOR shall correct the deficiencies the evening of the day notified. Failure to correct deficiencies the first evening will result in the CONTRACTOR having to send personnel to the site to correct the deficiency by noon the following business day.

The Facilities Services Supervisor may periodically request back up documents such as inspection reports and/or cleaning checklists for verifying the CONTRACTOR is maintaining a quality level of service by careful planning, use of proper equipment, continued inspection, and corrective action by the CONTRACTOR'S supervisor and employees. Requested back-up may also include, but is not limited to, employee time sheets and pay records, record of subcontractor payments, bills of sale for equipment and supplies, and evidence of timely tax or employee compensation payments.

The CITY representative may desire to meet with the Contractor or Contractor's Supervisors periodically to discuss performance and any cleaning issues that may arise.

VI. DAMAGE TO PROPERTY.

The CONTRACTOR shall promptly pay claims for damages to property owned by the CITY, or CITY'S employees, caused by employees of the CONTRACTOR on the premises covered by this contract. The CITY shall submit claims for damages in writing to the CONTRACTOR and/or the CONTRACTOR'S designee.

VII. INDEMNITY.

CONTRACTOR AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND OTHER CONSULTANTS FROM AND AGAINST ALL LIABILITY FOR ANY AND ALL CLAIMS, LIENS, DEMANDS, AND DAMAGES OF EVERY KIND FOR INJURIES TO PERSONS INCLUDING DEATH, PROPERTY DAMAGE INCLUDING LOSS OF USE, AND EXPENSES INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT AND CAUSED IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, BY THE NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF CONTRACTOR, ANY SUBCONTRACTOR, OR ANYONE FOR WHOSE ACTS THE CONTRACTOR OR SUBCONTRACTOR MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIMS OR DAMAGES OCCURRED ON PROPERTY BELONGING TO THE CITY. THE CONTRACTOR'S INDEMNIFICATION OBLIGATION PROVIDED HEREIN SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

IT IS AGREED FOR ALL PURPOSES HEREUNDER, CONTRACTOR IS AND SHALL BE AN INDEPENDENT CONTRACTOR AND SHALL NOT, WITH RESPECT TO ITS ACTS OR OMISSIONS BE DEEMED AN AGENT OR EMPLOYEE OF CITY, AND CONTRACTOR SHALL IN NO MANNER INCUR ANY EXPENSES OR LIABILITY ON BEHALF OF CITY.

IT IS FURTHER AGREED WITH RESPECT TO THE ABOVE INDEMNITY, THAT CITY AND CONTRACTOR WILL PROVIDE THE OTHER PROMPT AND TIMELY NOTICE OF ANY EVENT COVERED WHICH IN ANY WAY, DIRECTLY OR INDIRECTLY, CONTINGENTLY OR OTHERWISE, AFFECTS OR MIGHT AFFECT THE CONTRACTOR OR CITY, AND CITY SHALL HAVE THE RIGHT TO COMPROMISE AND DEFEND THE SAME TO THE EXTENT OF ITS OWN INTERESTS. PROVIDED, HOWEVER, NOTHING IN THIS CONTRACT SHALL BE CONSTRUED AS OBLIGATING CONTRACTOR TO INDEMNIFY THE CITY FOR THE NEGLIGENCE OR ACTIONS OF THE CITY, ITS AGENTS, SERVANTS, OR EMPLOYEES, OR THIRD PARTIES OVER WHOM CONTRACTOR HAS NO RIGHT OF CONTROL.

VIII. INSURANCE REQUIREMENTS.

CONTRACTOR agrees, at its sole expense, to maintain on a primary basis during the term(s) of this Contract and the performance of Work hereunder, insurance coverage, limits, and endorsements unless otherwise noted herein. Insurance required by this contract for the CITY as additional insured shall be primary and not contributing with any other insurance available to CITY. The City of Tyler, as the Certificate Holder, shall be named as Additional Insured as respects to General Liability and Auto and shall have a Waiver of Subrogation as respects to General Liability, Auto 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.

CONTRACTOR agrees to provide evidence of the required coverage at execution of contract.

Contractor shall not materially change or cancel any coverage without providing thirty (30) days prior written notice to City.

INSURANCE COVERAGE 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) Contractual Liability or Cross Liability And where exposure exists, coverage required for: e) X-C-U Coverage X = Explosion Hazard C = Collapse Hazard U = Underground Damage	Not Less than: **$1,000,000** (one million) Each Occurrence **$1,000,000** (one 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: **$500,000** (five hundred thousand) Each Occurrence
3) WORKERS' COMPENSATION (Where required by state law)	**Statutory Limits for Workers' Compensation** TEX. LAB. CODE ANN. Title 5, Subtitle A, Chapter 401 TEX. ADMIN. CODE, Title 28, Part 2

Checklist for Standard Contract Certificates of Insurance

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 3 months into the future OR for the estimated project length, whichever is greater.
3.	General Liability ☒ **Occurrence** Box is Checked ☒ **Per Project** Box is Checked for General Aggregate Limit.
4.	Automobile Liability 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.	Workers Compensation ☒ WC Statutory Limits Box is Checked
6.	Look at the "Description of Operations . . . Special Provisions" Box. 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 General Liability and Auto and shall have a Waiver of Subrogation as respects to General Liability, Auto 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."
7.	Clearly identify each policy's limits, flat & percentage deductibles, sub-limits, or self-insured retentions, which exceed the amounts or percentages set forth herein.
8.	Certificate Holder: City of Tyler P.O. Box 2039 Tyler, TX 75710

*** ENDORSEMENT(S) REQUIRED**

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

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

COMMERCIAL GENERAL LIABILITY

CONTRACTOR agrees to endorse the **CITY** as an "Additional Insured" on the Commercial General Liability with: [*Select Option 1 or Option 2 below*] [*See* Section 16.8.3 and 16.8.9]

Option 1	**FORM: CG 20 10 10 01** Additional Insured - Owners, Lessees, or Contractors – Scheduled Person or Organization **AND** **FORM: CG 20 37 07 04** Additional Insured – Owners, Lessees, or Contractors – Completed Operations

OR

Option 2	**FORM: CG 20 10 07 04** Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization **AND** **FORM: CG 20 37 07 04** Additional Insured – Owners, Lessees, or Contractors – Completed Operations

	OR
Option 3	**FORM: GA 4113 11 99** Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization - Your Work **AND** **FORM: GA 233 02 07** Contractors' Commercial General Liability Broadened – With Coverage for Completed Operations in conformance to specific written contract

The preceding amounts notwithstanding, the City Council reserves the right to increase the minimum required insurance to be effective thirty (30) days after notices sent to the address provided herein. If CITY exercises the right to increase minimum insurance amounts, CONTRACTOR may choose to either comply with the increase or cancel this contract in whole or in part with no penalty.

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

CONTRACTOR 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 CITY, the CONTRACTOR agrees, when requested by CITY, to maintain a Commercial Surety Bond in an amount equal to said deductible amount.

Prior to the contract effective date, CONTRACTOR shall furnish to City a valid Certificate of Insurance, plainly and clearly evidencing required insurance, and thereafter new certificates ***prior to the expiration date of any prior certificate.*** CONTRACTOR understands that it is its sole responsibility to provide this necessary information and that failure to timely comply with the requirements of this article shall be a cause for termination of this contract, under the provisions of the termination clause. The City reserves the right to request copies of any required insurance policy.

In the event the CITY is notified that a required insurance coverage will cancel or expire during the period of this agreement, the CONTRACTOR agrees to furnish CITY prior to the expiration of such insurance, a new Certificate of Insurance evidencing replacement coverage. When notified by CITY, the CONTRACTOR agrees to not continue Work pursuant to this agreement, unless all required insurance remains in effect.

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

CONTRACTOR agrees the CITY 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.

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 either the City Attorney's Office or Risk Management in the CITY'S Human Resources Department for their adequacy as to form, content, form of protection, and providing company. Additionally, the CITY 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 to its poor financial condition or failure to operate legally in the State of Texas. In such events, CITY shall provide CONTRACTOR written notice of such revisions or rejections.

IX. BONDS

The CONTRACTOR is required, pursuant to TEX. GOV'T CODE ANN. § 2253.021, and/or this Agreement to execute all bonds before commencing the work. The contract shall not be in effect until CONTRACTOR executes the AGREEMENT and files with the CITY a good and sufficient Statutory Performance and Maintenance Bond and Payment Bond or Payment Bond, when applicable, on standard forms and in the amount equal to one hundred percent (100%) of the total amount of the contract. Such bonds are furnished by the CONTRACTOR and are subject to approval by the CITY.

A Performance and Maintenance Bond and Payment Bond shall be required for contract amounts in excess of $100,000. A Payment Bond shall be required for all projects, regardless of value.

Within fifteen (15) calendar days after written notification of the award of the contract, the CONTRACTOR shall submit Statutory Performance and Maintenance Bond, when applicable, and/or Payment Bond to CITY on standard forms as required by this AGREEMENT.

X. OTHER CONDITIONS, RULES AND GUIDELINES.

The following conditions, rules and guidelines govern work by the CONTRACTOR:

A. Safety and Security:
   1. Deposit all trash bags in dumpsters;
   2. Do not string electrical cords across lobby during hours of public use;
   3. No visitors or family members of CONTRACTOR or CONTRACTOR'S employees, agents, or independent contractors, including children, will be admitted into any identified buildings herein;
   4. All employees of CONTRACTOR must be sixteen (16) years of age or older;
   5. Telephones in offices are not to be used for any reason, unless absolute Emergency;
   6. CONTRACTOR'S employees should never open doors to admit anyone into premises or into private offices regardless of the circumstances;
   7. No food or beverage consumption allowed by cleaning service personnel in office area;
   8. CONTRACTOR'S employees shall not use, move or tamper with computers and associated equipment; and
   9. CONTRACTOR will be issued a set of keys and/or keycards for all buildings and rooms to be cleaned. Regarding such keys and/or keycards:
      a. CONTRACTOR shall keep the keys and/or keycards under its custody, and not surrender possession of them to anyone except the facility representative set out below.
      b. CONTRACTOR shall not duplicate keys or key cards, nor permit anyone else to make duplicates.

c. CONTRACTOR shall surrender all keys or key cards to the Facility Services Supervisor on the day this contract terminates.
d. In the event any keys are lost, misplaced, or stolen from CONTRACTOR, the CONTRACTOR shall immediately notify the Facility Services Representative or other CITY designee.
e. The CITY will replace any locks for which keys have been lost by CONTRACTOR and will deduct from the CONTRACTOR'S payment the cost of changing locks. CONTRACTOR is solely responsible for the cost of changing locks whenever a key is lost by CONTRACTOR or stolen, regardless of the presence or absence of fault on the part of CONTRACTOR.

10. The CONTRACTOR'S Supervisor shall notify the Facilities Services Supervisor or designee when they or their employees, during the course of their work, observe the following:
    a. Suspicious persons on the premises;
    b. Unsafe conditions in a building;
    c. Roof leaks, Water leaks or notice/observe any unusual smells or fumes; or
    d. Broken or damaged equipment or fixtures and items that should be considered for replacement by the CITY because of poor condition such as: trash cans, receptacles, dispensers, rugs, flooring, window glass, mirrors, and improperly functioning doors, and/or improperly working locks on doors and windows that will not secure.

11. The CONTRACTOR shall establish procedures to ensure that the building is secured as required by the CITY. Janitorial personnel shall be required to secure the premises upon completion of assigned job duties. All doors shall be locked, and the security systems shall be activated prior to leaving the premises. Any malfunction shall be reported to the Facilities Services Supervisor prior to leaving the building. Failure to comply with this provision may result in termination of the contract.

B. Contractor Employee Information.

1. CONTRACTOR will supply to the CITY information (name, date of birth, race, sex, and driver's license number) that will allow for background investigation of any employee who may be working in a Tyler Police Department building.

2. CITY reserves the right to bar any employee of the CONTRACTOR, who commits criminal offenses during this contract period.

3. CONTRACTOR must agree to replace any of the CONTRACTOR employees working in the City's buildings at the request of the CITY without the CITY furnishing the CONTRACTOR with specifics for the request.

4. The CONTRACTOR shall employ only such superintendents, supervisors, and workers who are qualified, trained, careful, competent, reliable, and informed to perform the duties or tasks assigned to them, and shall secure the summary dismissal of any person or persons employed by the CONTRACTOR who misconducts him/herself or be otherwise objectionable or neglectful in the proper performance of his or her duties or whom neglects or refuses to comply with or carry out the directions of the CONTRACTOR. The CITY shall have the right to request the immediate removal from its premises of any employee of the CONTRACTOR. At the request of the CITY, the CONTRACTOR shall replace any incompetent, unfaithful, abusive, or disorderly person in its employ.

5. All work is to be performed by employees of the CONTRACTOR. A subcontractor will only be allowed for unusual situations, and only with the prior written approval from the CITY's representative.

6. The CONTRACTOR or an authorized competent supervisor acceptable to the CITY's representative shall be present on each work site, at all times when the work for this contract is being performed. The CONTRACTOR'S supervisor is to be available at all times during the CONTRACTOR's designated working hours. The supervisor is required to read, write, and speak English.

7. A fully qualified force shall be on board at the beginning of the contract performance and shall be maintained throughout the period of this contract. All personnel shall receive close and continuing first-line supervision by the CONTRACTOR.

8. When on duty, all CONTRACTOR'S employees shall have on their person identification showing the employee's photo, name, and personal data. In addition, CONTRACTOR'S employees shall be neat in appearance.

9. All employees of the CONTRACTOR must comply with the City of Tyler's Smoking Ordinance, which prohibits smoking within a distance of twenty (20) feet or less outside entrances, operable windows, and ventilation systems of enclosed areas where smoking is prohibited in any Public Place or Place of Employment/Workplace.

10. No tobacco or vaping products are to be disposed of inside city buildings or be littered on the ground or parking lots of CITY premises by any employees of the CONTRACTOR.

C. Other Rules and Guidelines.

1. Conditions requiring advisement or immediate notification. CONTRACTOR shall advise the Facility Services Representative of conditions such as:
    a. Diminished supplies (provided by the City);
    b. Broken equipment or fixtures;
    c. Lost keys; and/or
    d. Changes in personnel which might affect security.

D. Notices.

All notices shall occur in writing. For purposes of such notice, the contact information of the parties, until changed by written notice, shall be:

CITY'S CONTACT:		CONTRACTOR'S CONTACT:	
Name	Gary L. Smith	Name	OFFICE PRIDE OF EAST TEXAS
Address	City of Tyler P.O. Box 2039 Tyler, TX 75710	Address	10281 ROBINSON DR, TYLER, TX 75703
Phone	(903) 520-3166	Phone	903-534-0425
FAX	N/A	FAX	
E-mail	gsmith@tylertexas.com	E-mail	davidstein@officepride.com

XI. TERMINATION.

If the CITY is dissatisfied with the quality of the CONTRACTOR'S performance, or if the CONTRACTOR fails to comply with the terms of the proposal and subsequent contract, the CITY shall so inform the CONTRACTOR by telephone, email, or other reasonable written communication, noting all areas of dissatisfaction. Upon receipt of such notice, the CONTRACTOR shall correct the deficiencies the on the same day. Failure to correct deficiencies by the first evening will result in the CONTRACTOR having to send personnel to the site to correct the deficiency by noon the following business day. If the CONTRACTOR fails to correct the deficiencies within the said period, the CITY may elect to perform the services itself, or obtain others to perform the services, in which case the CITY shall recover those costs by deducting "out of pocket expenses" from the CONTRACTOR'S monthly invoice; and/or, terminate the contract immediately by giving written notice to the CONTRACTOR. Termination by the CITY under this section shall be in addition to all other remedies that the CITY may have against the CONTRACTOR.

A. Termination for Cause: The contract may be terminated by the CITY for cause by giving five (5) days' notice to the CONTRACTOR. Reasons for termination under this Section include, but are not limited to:
   1. Failure of CONTRACTOR'S employees to appear at work during any period.
   2. Breach of security provisions by CONTRACTOR'S employees; and/or
   3. Repeated unsatisfactory cleaning.

B. Termination Without Cause: Either party to this contract may terminate this contract by giving Sixty (60) days written notice to the other party.

XII. VENUE.

The agreement shall be construed in accordance with the laws of the State of Texas and the ordinances of the City of Tyler, Texas. Venue for any action brought to enforce or interpret the agreement shall lie exclusively in a court of competent jurisdiction in Smith County, Texas for actions in state court, and in the Eastern District of Texas, Tyler Division, for actions in federal court.

CITY and CONTRACTOR hereby bind themselves, their heirs, successors and assigns and representatives for the faithful and full performance of the terms and provisions of this contract, jointly and severally.

IN WITNESS WHEREOF, the parties to these presents have executed this *Agreement* in the year and day first above written.

FOR THE CITY OF TYLER, TEXAS:

By:
City Manager

EGR
Edward Broussard → Stephanie Franklin
Printed Name

ATTEST:

By: Cassandra Brager
City Clerk

Cassandra Brager
Printed Name

APPROVED:

By:
City Attorney's Office

April Easley
Printed Name

CITY OF TYLER SEAL TEXAS

RECOMMENDED:

By:
Department Leader

Gary L. Smith-Facilities Services
Printed Name

City of Tyler Bid Number Enter COT bid number here
Project Name Janitorial Services for Six Downtown Properties

AGENDA ITEM NUMBER: C-A-3
DATE CITY COUNCIL APPROVED: 10-12-2022

FOR THE CONTRACTOR:

By: _____

DAVID STEIN-AREA DEVELOPER
Title

DAVID STEIN
Printed Name

THE STATE OF TEXAS §
§ **CONTRACTOR'S ACKNOWLEDGEMENT**
COUNTY OF SMITH §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 25th day of October, 2022.

JESSICA J. DONABO DE FORD
Notary Public, State of Texas
Comm. Expires 11-05-2025
Notary ID 133433257

_____
Notary Public In and For The State of Texas

Jessica Donabo de Ford
Notary's Printed Name

My Commission Expires: 11-05-2026

Exhibit "C" Fees Follow

22-044 Janitorial Services Five (5) Year Pricing

2022-23

	Monthly	Yearly	
City Hall	$2,625	$31,500	
City University	$530	$6,360	
Finance	$798	$9,576	
Neighborhood Services	$655	$7,860	
Tyler Development Services	$1,430	$17,160	**Total**
Water Administration	$1,055	$12,660	$85,116

2023-24

	Monthly	Yearly		
City Hall	$2,690	$32,280		
City University	$530	$6,360		
Finance	$820	$9,840		
Neighborhood Services	$670	$8,040		
Tyler Development Services	$1,465	$17,580	**Total**	**% Increase**
Water Administration	$1,080	$12,960	$87,060	2.5%

2024-25

	Monthly	Yearly		
City Hall	$2,760	$33,120		
City University	$560	$6,720		
Finance	$840	$10,080		
Neighborhood Services	$690	$8,280		
Tyler Development Services	$1,505	$18,060	**Total**	**% Increase**
Water Administration	$1,105	$13,260	$89,520	2.5%

2025-26

	Monthly	Yearly		
City Hall	$2,825	$33,900		
City University	$570	$6,840		
Finanace	$860	$10,320		
Neighborhood Services	$705	$8,460		
Tyler Development Services	$1,540	$18,480	**Total**	**% Increase**
Water Administration	$1,135	$13,620	$91,620	2.5%

2026-27

	Monthly	Yearly		
City Hall	$2,890	$34,680		
City University	$585	$7,020		
Finanace	$880	$10,560		
Neighborhood Services	$725	$8,700		
Tyler Development Services	$1,580	$18,960	**Total**	**% Increase**
Water Administration	$1,165	$13,980	$93,900	2.5%

As Needed Services-Floor Waxing

Five (5) Year Pricing

	2022-23
	Per Service
Administrative Services	$1,090
City Hall (Buff Only)	$200
City University	$200
Neighborhood Services	$200
Tyler Development Services	$2,050
Water Administration	$1,115
	2023-24
	Per Service
Administrative Services	$1,115
City Hall (Buff Only)	$215
City University	$215
Neighborhood Services	$225
Tyler Development Services	$2,075
Water Administration	$1,140
	2024-25
	Per Service
Administrative Services	$1,140
City Hall (Buff Only)	$230
City University	$230
Neighborhood Services	$250
Tyler Development Services	$2,100
Water Administration	$1,165
	2025-26
	Per Service
Administrative Services	$1,165
City Hall (Buff Only)	$245
City University	$245
Neighborhood Services	$275
Tyler Development Services	$2,125
Water Administration	$1,190
	2026-27
	Per Service
Administrative Services	$1,190
City Hall (Buff Only)	$260
City University	$260
Neighborhood Services	$300
Tyler Development Services	$2,150

Water Administration	$1,215

Emergencey On Call Service Five (5) Year Pricing

Cost is Hourly or Per Occurance

	Hourly	Charge Per
2022-23	**Charge**	**Occurance**
Administrative Services	$45	$100
City Hall	$45	$100
City University	$45	$100
Neighborhood Services	$45	$100
Tyler Development Services	$45	$100
Water Administration	$45	$100
2023-24		
Administrative Services	$45	$100
City Hall	$45	$100
City University	$45	$100
Neighborhood Services	$45	$100
Tyler Development Services	$45	$100
Water Administration	$45	$100
2024-25	$50	$115
Administrative Services	$50	$115
City Hall	$50	$115
City University	$50	$115
Neighborhood Services	$50	$115
Tyler Development Services	$50	$115
Water Administration		
2025-26	$50	$115
Administrative Services	$50	$115
City Hall	$50	$115
City University	$50	$115
Neighborhood Services	$50	$115
Tyler Development Services	$50	$115
Water Administration		
2026-27	$50	$115
Administrative Services	$50	$115
City Hall	$50	$115
City University	$50	$115
Neighborhood Services	$50	$115
Tyler Development Services	$50	$115
Water Administration		

Insurance Follows

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/18/2022

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
Ark Assurance Group
PO Box 7280
Tyler TX 75711-7280

CONTACT NAME: Claudia Harris
PHONE (A/C, No, Ext): (903)509-2292 **FAX (A/C, No):** (903)509-2299
E-MAIL ADDRESS: charris@msn.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Mercury Ins. Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
HALBROOK ENTERPRISES LLC
OFFICE PRIDE OF TYLER
10281 Robinson Drive
Tyler TX 75703-

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 [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
	[X]						PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	[ ] POLICY [ ] PRO-JECT [ ] LOC-						PRODUCTS - COMP/OP AGG	$
	[ ] OTHER:							$
A	AUTOMOBILE LIABILITY		X	BA420000014427	08/23/2022	08/23/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[X] OWNED AUTOS ONLY [X] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	[X] Primary & Non Contri							$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ]	N/A					E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
"CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED IN REGARD TO THE BUSINESS AUTO POLICY. A WAIVER OF SUBROGATION APPLIES IN FAVOR OF THE CERTIFICATE HOLDER IN REGARD TO THE BUSINESS AUTO POLICY."

AI 025619

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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Client#: 41997 HALBRENTE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/31/2022

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

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

PRODUCER	CONTACT NAME: Laura Snyder	
AssuredPartners of Ohio, LLC 3900 Kinross Lakes Pkwy #300 Richfield, OH 44286-9445 440 333-9000	PHONE (A/C, No, Ext): 440 333-9000	FAX (A/C, No):
	E-MAIL ADDRESS: Laura.Snyder@assuredpartners.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Ohio Security Insurance Co.	24082
INSURED Halbrook Enterprises LLC dba OfficePride 10281 Robinson Dr Tyler, TX 75703	INSURER B : Ohio Casualty Insurance Co	24074
	INSURER C : Hartford Fire Insurance Co	19682
	INSURER D :	
	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	BKS60181678	08/20/2022	08/20/2023	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$15,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB OCCUR			USO60181678	08/20/2022	08/20/2023	EACH OCCURRENCE	$2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$2,000,000
	DED X RETENTION $10000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
C	Crime			45BDDHO4221	02/01/2022	02/01/2023	10,000	

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

City of Tyler is an Additional Insured in regards to General Liability. Coverage is Primary and Non-Contributory and Waiver of Subrogation applies in favor of the certificate holder.

CERTIFICATE HOLDER

City of Tyler
PO 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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LSNYD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Endorsement - Table of Contents:

Coverage:	Begins on Page:
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2. Unintentional Failure to Disclose Hazards	7
3. Damage to Premises Rented to You	8
4. Supplementary Payments	9
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6. Voluntary Property Damage (Coverage **a.**) and Care, Custody or Control Liability Coverage (Coverage **b.**)	9
7. 180 Day Coverage for Newly Formed or Acquired Organizations	10
8. Waiver of Subrogation	10
9. Automatic Additional Insured - Specified Relationships:	10
• Managers or Lessors of Premises;	
• Lessor of Leased Equipment;	
• Vendors;	
• State or Political Subdivisions - Permits Relating to Premises;	
• State or Political Subdivisions - Permits; and	
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10. Broadened Contractual Liability - Work Within 50' of Railroad Property	14
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• Nurses;	
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• Paramedics	
13. Broadened Notice of Occurrence	14

B. Limits of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

Each Employee Limit:	$ 1,000,000
Aggregate Limit:	$ 3,000,000
Deductible:	$ 1,000

3. Damage to Premises Rented to You

The lesser of:

a. The Each Occurrence Limit shown in the Declarations; or

b. $500,000 unless otherwise stated $ _____

4. Supplementary Payments

a.	Bail bonds:	$ 1,000
b.	Loss of earnings:	$ 350

5. Medical Payments

Medical Expense Limit: $ 10,000

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6. **Voluntary Property Damage** (Coverage **a.**) **and Care, Custody or Control Liability Coverage** (Coverage **b.**)

Limits of Insurance (Each Occurrence)
Coverage **a.** $1,000
Coverage **b.** $5,000 unless otherwise stated $ _____

Deductibles (Each Occurrence)
Coverage **a.** $250
Coverage **b.** $250 unless otherwise stated $ _____

COVERAGE	PREMIUM BASIS (a) Area (b) Payroll (c) Gross Sales (d) Units (e) Other	RATE (For Limits in Excess of $5,000)	ADVANCE PREMIUM (For Limits in Excess of $5,000)
b. Care, Custody or Control			**$**
		TOTAL ANNUAL PREMIUM	**$**

11. **Property Damage to Borrowed Equipment**

Each Occurrence Limit: $ 10,000
Deductible: $ 250

C. Coverages:

1. **Employee Benefit Liability Coverage**

   a. The following is added to **SECTION I - COVERAGES: Employee Benefit Liability Coverage.**

      (1) Insuring Agreement

      (a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, 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 against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

      1) The amount we will pay for damages is limited as described in **SECTION III - 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 or settlements.

      No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

      (b) This insurance applies to damages only if the act, error or omission, is negligently committed in the "administration" of your "employee benefit program"; and

      1) Occurs during the policy period; or

      2) Occurred prior to the effective date of this endorsement provided:

         a) You did not have knowledge of a claim or "suit" on or before the effective date of this endorsement.

         You will be deemed to have knowledge of a claim or "suit" when any "authorized representative";

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i) Reports all, or any part, of the act, error or omission to us or any other insurer;

ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and

b) There is no other applicable insurance.

(2) Exclusions

This insurance does not apply to:

(a) Bodily Injury, Property Damage or Personal and Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

(b) Dishonest, Fraudulent, Criminal or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

(c) Failure to Perform a Contract

Damages arising out of failure of performance of contract by any insurer.

(d) Insufficiency of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

(e) Inadequacy of Performance of Investment / Advice Given With Respect to Participation

Any claim based upon:

1) Failure of any investment to perform;

2) Errors in providing information on past performance of investment vehicles; or

3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

(f) Workers' Compensation and Similar Laws

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

(g) ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

(h) Available Benefits

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

(i) Taxes, Fines or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

(j) Employment-Related Practices

Any liability arising out of any:

(1) Refusal to employ;

(2) Termination of employment;

(3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employ-

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ment-related practices, acts or omissions; or

(4) Consequential liability as a result of **(1)**, **(2)** or **(3)** above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(3) Supplementary Payments

SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B also apply to this Coverage.

b. Who is an Insured

As respects Employee Benefit Liability Coverage, **SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced by the following:

(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) Each of your "employees" who is or was authorized to administer your "employee benefit program".

(b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.

(c) 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 Coverage Part.

(3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However, coverage under this provision:

(a) 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) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

c. Limits of Insurance

As respects Employee Benefit Liability Coverage, **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced by the following:

(1) The Limits of Insurance shown in Section **B. Limits of Insurance**, **1. Employee Benefit Liability Coverage** and the rules below fix the most we will pay regardless of the number of:

(a) Insureds;

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(b) Claims made or "suits" brought;

(c) Persons or organizations making claims or bringing "suits";

(d) Acts, errors or omissions; or

(e) Benefits included in your "employee benefit program".

(2) The Aggregate Limit shown in Section **B. Limits of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".

(3) Subject to the limit described in **(2)** above, the Each Employee Limit shown in Section **B. Limits of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

(a) An act, error or omission; or

(b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions,

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program".

(4) Deductible Amount

(a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in the Declarations as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.

(b) The deductible amount stated in the Declarations applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

(c) The terms of this insurance, including those with respect to:

1) Our right and duty to defend the insured against any "suits" seeking those damages; and

2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim,

apply irrespective of the application of the deductible amount.

(d) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

d. Additional Conditions

As respects **Employee Benefit Liability Coverage, SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

(1) Item **2. Duties in the Event of Occurrence, Offense, Claim or Suit** is deleted in its entirety and replaced by the following:

2. Duties in the Event of an Act, Error or Omission, or Claim or Suit

a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:

(1) What the act, error or omission was and when it occurred; and

(2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

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b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. 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 or 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 which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

(2) Item **5. Other Insurance** is deleted in its entirety and replaced by the following:

5. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **c.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **b.** below.

b. Method of Sharing

If all of 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.

c. No Coverage

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Coverage Part.

e. **Additional Definitions**

As **respects Employee Benefit Liability Coverage, SECTION V - DEFINITIONS** is amended as follows:

(1) The following definitions are added:

1. "Administration" means:

a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";

b. Interpreting the "employee benefit programs";

c. Handling records in connection with the "employee benefit programs"; or

d. Effecting, continuing or terminating any "employee's" participation

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in any benefit included in the "employee benefit program".

However, "administration" does not include:

a. Handling payroll deductions; or

b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.

2. "Cafeteria plans" means plan authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.

3. "Employee benefit programs" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:

a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;

b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;

c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and

d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

(2) The following definitions are deleted in their entirety and replaced by the following:

21. "Suit" means a civil proceeding in which money damages because of an act, error or omission 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;

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or

c. An appeal of a civil proceeding.

8. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

2. Unintentional Failure to Disclose Hazards

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 7. Representations is hereby amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

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3. Damage to Premises Rented to You

a. The last Subparagraph of Paragraph **2. SECTION I - COVERAGES, COVERAGE A. - BODILY INJURY AND PROPERTY DAMAGE, 2. LIABILITY Exclusions** is hereby deleted and replaced by the following:

Exclusions **c.** through **q.** do not apply to damage by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner.

b. The insurance provided under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

(1) As respects Water Damage Legal Liability, as provided in Paragraph **3.b.** above:

The exclusions under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**, other than **i. War** and the **Nuclear Energy Liability Exclusion**, are deleted and the following are added:

This insurance does not apply to:

(a) "Property damage":

1) Assumed in any contract; or

2) Loss caused by or resulting from any of the following:

a) Wear and tear;

b) Rust, corrosion, fungus, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

c) Smog;

d) Mechanical breakdown including rupture or bursting caused by centrifugal force;

e) Settling, cracking, shrinking or expansion; or

f) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals.

(b) Loss caused directly or indirectly by any of the following:

1) Earthquake, volcanic eruption, landslide or any other earth movement;

2) Water that backs up or overflows from a sewer, drain or sump;

3) Water under the ground surface pressing on, or flowing or seeping through:

a) Foundations, walls, floors or paved surfaces;

b) Basements, whether paved or not; or

c) Doors, windows or other openings.

(c) Loss caused by or resulting from water that leaks or flows from plumbing, heating, air conditioning, or fire protection systems caused by or resulting from freezing, unless:

1) You did your best to maintain heat in the building or structure; or

2) You drained the equipment and shut off the water supply if the heat was not maintained.

(d) Loss to or damage to:

1) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or

2) The interior of any building or structure, or to personal property in the building or structure

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caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

c. Limit of Insurance

The Damage to Premises Rented to You Limit as shown in the Declarations is amended as follows:

(2) Paragraph **6.** of **SECTION III - LIMITS OF INSURANCE** is hereby deleted and replaced by the following:

6. Subject to **5.** above, the Damage to Premises Rented to You Limit is the most we will pay under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, for damages because of "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of any one "occurrence" to which this insurance applies.

(3) The amount we will pay is limited as described in Section **B. Limits of Insurance, 3. Damage to Premises Rented to You** of this endorsement.

4. Supplementary Payments

Under **SECTION I - COVERAGE, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:**

a. Paragraph **2.** is replaced by the following:

Up to the limit shown in Section **B. Limits of Insurance, 4.a.** Bail Bonds of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

b. Paragraph **4.** is replaced by the following:

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 the limit shown in Section **B. Limits of Insurance, 4.b.** Loss of Earnings of this endorsement per day because of time off from work.

5. Medical Payments

The Medical Expense Limit of Any One Person as stated in the Declarations is amended to the limit shown in Section **B. Limits of Insurance, 5. Medical Payments** of this endorsement.

6. Voluntary Property Damage and Care, Custody or Control Liability Coverage

a. Voluntary Property Damage Coverage

We will pay for "property damage" to property of others arising out of operations incidental to the insured's business when:

(1) Damage is caused by the insured; or

(2) Damage occurs while in the insured's possession.

With your consent, we will make these payments regardless of fault.

b. Care, Custody or Control Liability Coverage

SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, j. Damage to Property, Subparagraphs **(3), (4)** and **(5)** do not apply to "property damage" to the property of others described therein.

With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

a. The Limits of Insurance shown in the Declarations are replaced by the limits designated in Section **B. Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section **B. Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

(1) Insureds;

(2) Claims made or "suits" brought; or

(3) Persons or organizations making claims or bringing "suits".

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b. **Deductible Clause**

(1) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the deductible amount stated in Section **B. Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage** of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.

(2) Condition **2. Duties in the Event of Occurrence, Offense, Claim or Suit,** applies to each claim or "suit" irrespective of the amount.

(3) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

7. **180 Day Coverage for Newly Formed or Acquired Organizations**

SECTION II - WHO IS AN INSURED is amended as follows:

Subparagraph **a.** of Paragraph **4.** is hereby deleted and replaced by the following:

a. Insurance 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;

8. **Waiver of Subrogation**

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 9. Transfer of Rights of Recovery Against Others to Us is hereby amended by the addition of the following:

We waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract requiring such waiver with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

9. **Automatic Additional Insured - Specified Relationships**

a. The following is hereby added to **SECTION II - WHO IS AN INSURED**:

(1) Any person or organization described in Paragraph **9.a.(2)** below (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of:

(a) A written contract or agreement; or

(b) An oral agreement or contract where a certificate of insurance showing that person or organization as an additional insured has been issued,

is an insured, provided:

(a) The written or oral contract or agreement is:

1) Currently in effect or becomes effective during the policy period; and

2) Executed prior to an "occurrence" or offense to which this insurance would apply; and

(b) They are not specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part.

(2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

(a) The manager or lessor of a premises leased to you with whom you have agreed per Paragraph **9.a.(1)** above to provide insurance, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

1) Any "occurrence" which takes place after

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you cease to be a tenant in that premises.

2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(b) Any person or organization from which you lease equipment with whom you have agreed per Paragraph **9.a.(1)** above to provide insurance. Such person(s) or organization(s) are insureds solely with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organizations(s). However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(c) Any person or organization (referred to below as vendor) with whom you have agreed per Paragraph **9.a.(1)** above to provide insurance, 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, subject to the following additional exclusions:

1) The insurance afforded the vendor 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.

2) This insurance does not apply to any insured person or organization:

a) From whom you have acquired such products, or any ingredient, part or container, entering into, ac-

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companying or containing such products; or

b) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.

(d) Any state or political subdivision with which you have agreed per Paragraph **9.a.(1)** above to provide insurance, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent or control and to which this insurance applies:

1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or

2) The construction, erection, or removal of elevators; or

3) The ownership, maintenance, or use of any elevators covered by this insurance.

(e) Any state or political subdivision with which you have agreed per Paragraph **9.a.(1)** above to provide insurance, subject to the following provisions:

1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

2) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or political subdivision.

(f) Any person or organization with which you have agreed per Paragraph **9.a.(1)** above to provide insurance, but only with respect to liability arising out of "your work" performed for that additional insured by you or on your behalf. A person or organization's status as an insured under this provision of this endorsement continues for only the period of time required by the written contract or agreement, but in no event beyond the expiration date of this Coverage Part. If there is no written contract or agreement, or if no period of time is required by the written contract or agreement, a person or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

(3) Any insurance provided to an additional insured designated under Paragraph **9.a.(2)**:

(a) Subparagraphs **(e)** and **(f)** does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard";

(b) Subparagraphs **(a)**, **(b)**, **(d)**, **(e)** and **(f)** does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of the additional insured or their agents, "employees" or any other representative of the additional insured; or

(c) Subparagraph **(f)** does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

1) Defects in design furnished by or on behalf

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of the additional insured; or

2) The rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

a) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

b) Supervisory, inspection, architectural or engineering activities.

3) "Your work" for which a consolidated (wrap-up) insurance program has been provided by the primecontractor-project manager or owner of the construction project in which you are involved.

b. Only with regard to insurance provided to an additional insured designated under Paragraph **9.a.(2)** Subparagraph **(f)** above, **SECTION III - LIMITS OF INSURANCE** is amended to include:

The limits applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this Coverage Part, whichever are less. If no limits are specified in the written contract or agreement, or if there is no written contract or agreement, the limits applicable to the additional insured are those specified in the Declarations of this Coverage Part. The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

c. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is hereby amended as follows:

(1) Condition **5. Other Insurance** is amended to include:

(a) Where required by a written contract or agreement, this insurance is primary and / or noncontributory as respects any other insurance policy issued to the additional insured, and such other insurance policy shall be excess and / or noncontributing, whichever applies, with this insurance.

(b) Any insurance provided by this endorsement shall be primary to other insurance available to the additional insured except:

1) As otherwise provided in **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance, b. Excess Insurance**; or

2) For any other valid and collectible insurance available to the additional insured as an additional insured by attachment of an endorsement to another insurance policy that is written on an excess basis. In such case, the coverage provided under this endorsement shall also be excess.

(2) Condition **11. Conformance to Specific Written Contract or Agreement** is hereby added:

11. Conformance to Specific Written Contract or Agreement

With respect to additional insureds described in Paragraph **9.a.(2)(f)** above only:

If a written contract or agreement between you and the additional insured specifies that coverage for the additional insured:

a. Be provided by the Insurance Services Office additional insured form number **CG 20 10** or **CG 20 37** (where edition specified); or

b. Include coverage for completed operations; or

c. Include coverage for "your work";

and where the limits or coverage provided to the addi-

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tional insured is more restrictive than was specifically required in that written contract or agreement, the terms of Paragraphs **9.a.(3)(a)**, **9.a.(3)(b)** or **9.b.** above, or any combination thereof, shall be interpreted as providing the limits or coverage required by the terms of the written contract or agreement, but only to the extent that such limits or coverage is included within the terms of the Coverage Part to which this endorsement is attached. If, however, the written contract or agreement specifies the Insurance Services Office additional insured form number **CG 20 10** but does not specify which edition, or specifies an edition that does not exist, Paragraphs **9.a.(3)(a)** and **9.a.(3)(b)** of this endorsement shall not apply and Paragraph **9.b.** of this endorsement shall apply.

10. Broadened Contractual Liability - Work Within 50' of Railroad Property

It is hereby agreed that Paragraph **f.(1)** of Definition **12.** "Insured contract" (**SECTION V - DEFINITIONS**) is deleted.

11. Property Damage to Borrowed Equipment

a. The following is hereby added to Exclusion **j. Damage to Property** of Paragraph **2., Exclusions** of **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

(1) The Limits of insurance shown in the Declarations are replaced by the limits designated in Section **B. Limits of Insurance, 11.** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section **B. Limits of Insurance, 11.** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

(a) Insureds;

(b) Claims made or "suits" brought; or

(c) Persons or organizations making claims or bring "suits".

(2) Deductible Clause

(a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible amount stated in Section **B. Limits of Insurance, 11.** of this endorsement. The limits of insurance will not be reduced by the application of such Deductible amount.

(b) Condition **2. Duties in the Event of Occurrence, Offense, Claim or Suit**, applies to each claim or "suit" irrespective of the amount.

(c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

12. Employees as Insureds - Specified Health Care Services

It is hereby agreed that Paragraph **2.a.(1)(d)** of **SECTION II - WHO IS AN INSURED**, does not apply to your "employees" who provide professional health care services on your behalf as duly licensed:

a. Nurses;

b. Emergency Medical Technicians; or

c. Paramedics,

in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place.

13. Broadened Notice of Occurrence

Paragraph **a.** of Condition **2. Duties in the Event of Occurrence, Offense, Claim or Suit** (**SECTION IV - COMMERCIAL GENERAL LIABILITY CONDI-**

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TIONS) is hereby deleted and replaced by the following:

a. You 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.

This requirement applies only when the "occurrence" or offense is known to an "authorized representative".

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Form 1295 Follows

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:
2022-932607

Date Filed:
09/12/2022

Date Acknowledged:
10/26/2022

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

Stein Enterprises, LLC dba Office Pride of East Texas
Tyler, TX United States

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

City of Tyler

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.

22-044
Contract for Janitorial Services for Six Downtown Properties

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

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

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

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:
2022-932607

Date Filed:
09/12/2022

Date Acknowledged:

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

Stein Enterprises, LLC dba Office Pride of East Texas
Tyler, TX United States

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

City of Tyler

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.

22-044
Contract for Janitorial Services for Six Downtown Properties

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is David Stein, and my date of birth is 6/25/1957.

My address is 5807 Regents Row (street), Tyler (city), TX (state), 75703 (zip code), USA (country).

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

Executed in Smith County, State of Texas, on the 24th day of Oct. (month), 22 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Addendum 1

CITY OF TYLER
SERVICES AGREEMENT
Office Pride Commercial Cleaning
(Commercial Cleaning Services-Various City Facilities)
Original Agreement Dated: October 30, 2022-September 30, 2027

Between City of Tyler and Office Pride Commercial Cleaning
Beginning: **December 1, 2023**
City of Tyler Facilities Services Administrator Requests the addition of following Facility:
Cotton Belt Depot/Transit Authority
210 N. Spring
Tyler, TX. 75702
And that from this date forward the charges added for service at this location be as follows:
Janitorial Servies Five (5) Year Pricing

	2023-24 Monthly	Yearly	Total	Increase
Tyler Transit	$1,300	$15,600	$15,600	

	2024-25			
Tyler Transit	$1,339	$16,068	$16,068	3%

	2025-26			
Tyler Transit	$1,379	$16,550	$16,550	3%

	2026-27			
Tyler Transit	$1,421	$17,047	$17,047	3%

These charges to be billed and paid by Transit as requested.

All other provisions of the original City of Tyler service agreement dated October 30, 2022 with Office Pride Commercial Cleaning; Contract for Janitorial Services at Various Locations shall remain in full force and effect.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement this the 14th day of December, 2023.

CITY OF TYLER, TEXAS

BY: Edward Broussard
Edward Broussard, City Manager

CONTRACTOR:

BY:

Approved:

By: Steven M. Kean
APPROVED:
BY: Steven M. Kean
City Attorney's Office

§

THE STATE OF TEXAS

§ **CONTRACTOR'S ACKNOWLEDGEMENT**

COUNTY OF SMITH §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared David Stein, who is known to me, or who was proved to me through _____ [*description of identity card or other document issued by the federal or state government containing the picture and signature of the acknowledging person*]to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11 day of December, 2023.

GARY HOPKINS
ID #6673058
My Commission Expires
January 18, 2026

Notary Public In and For The State of Texas

Gary Hopkins
Notary's Printed Name

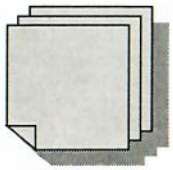
My Commission Expires: January 18, 2026

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

CITY OF TYLER
A Natural Beauty

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





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

DOCUMENT **Name of Work Item - Description or Type of Documents Attached**	**Date Item is Due**	**Number of Copies (Hard-Copy)**	**LegalDesk Ticket ID [Office Use - to be assigned]**
Addenda 1-2027 Downtown Janitorial Contract	**ASAP**	**1**	6535

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

*** FROM: Name / Title**	**Originating Department**	**Date Submitted to Legal**	**Comments**
Gary L. Smith	**Facilities Services**	**12-14-2023**	**None**

ROUTE
Don't forget that Department Leader and Key Leader Approval must be obtained before the Legal Department will accept your Work Item.

	Name / Title	Department	Action Needed	Date Completed	Initials	Comments	Office Use
1	Stephanie Franklin / GARY SMITH /	Executive Director FACILITIES	Approval for Legal Review				
2	Steve Kean	Legal	Legal Review	12/15/23	SMK.		
3	Edward Broussard CM	CMO	Signature	12/18/23	EB		
4	Gary L. Smith	Facilities Services	Manage Contract/Project			Due to the fact that	
5						the Original Contract	

01/18/11 ** Form 1-42**

was $441,216.00, and this is adding to it,
I would recommend that this be Ratified by the City Council. SMK

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

EXPLANATION OF WORK ITEM			
1.0	**ITEM REFERENCES** Has a similar work item previously been approved by the City Attorney's Office? [*e.g. a contract with the same vendor from a previous year*] **See Document**: **[CityClerkDesk #ZOP-223947]: Contract- 2018 HVAC Maintenance (City Wide)**	YES Go next to Line 1.1	[X] NO Skip to Line 1.2
1.1	Attach a copy of the similar **executed (signed) document** previously approved by Legal and an **electronic Word version** if applicable. If the previous/similar document was also approved by City Council attach the Council Communication (entire packet with attachments).		
1.2	Has this work item already been approved by the City Council? **No Council Approval Needed -Addenda to Current Contract**	[ ] YES Go next to Line 1.3	[X] NO Skip to Line 2
1.3	Agenda Item: [ ] Date of Approval: [ ] **Action Needed**: Attach a copy of the current approved Council Communication (entire packet with attachments).		
2	**EXPLANATION** Give a complete explanation of the item you are sending including the background regarding the project: **ADDENDA 1-2027 CONTRACT WITH OFFICE PRIDE COMMERCIAL CLEANING FOR JANITORIAL SERVICES AT VARIOUS CITY OF TYLER LOCATIONS**		
3	**EXPLAIN HOW THE CITY ATTORNEY'S OFFICE CAN ASSIST YOU** For Example: Are you requesting a document be created? Are you requesting a document be reviewed? Do you need specific questions answered? Do you need general advice?, etc. **LEGAL REVIEW FOR CITY MANAGERS SIGNITURE**		
4	**DATES AND TIMES** Please list ALL deadline dates and times associated with this item	Need ASAP.	
	Deadline Date & Time for Public Notice: (e.g. 72 Hours in advance of Meeting)	Board or City Council Meeting Date:	Other Special Notes:
	N/A		
5	**PRIORITY** If your Work Item is a **high priority** item the following **Action is Needed**: (1) Check the box on Page 1 of this Form, and (2) Please call a member of the Legal Support Staff at 903.531.1161 to alert the City Attorney's Office that your ticket needs immediate or special attention.		
6	**ADD THE FOLLOWING ATTACHMENTS TO THE E-MAIL AND/OR INTEROFFICE MAIL:** [X] This Routing Form [ ] City Council Communications [X] Contract Addenda [X] Current Contract (Copy) [ ] "Known" Governing Authority, Regulations & Laws including City Code [ ] Agenda [ ] Gathering Notice [ ] Other		

Addendum 2

CITY OF TYLER
SERVICES AGREEMENT
Office Pride Commercial Cleaning
(Commercial Cleaning Services-Various City Facilities)
Original Agreement Dated: October 30, 2022-September 30, 2027

Between City of Tyler and Office Pride Commercial Cleaning
Beginning: **April 30, 2023**
City of Tyler Facilities Services Administrator Requests the addition of following Facility:
Street and Stormwater Offices
3305 Frankston Hwy.
Tyler, TX. 75701
And that from this date forward the charges added for service at this location be as follows:

	2023-24 Monthly	Yearly	Total	Increase
Street/Stormwater	$535	$2,675	$2,675	

	2024-25			
Street/Stormwater	$551	$6,613	$6,613	3%

	2025-26			
Street/Stormwater	$568	$6,811	$6,811	3%

	2026-27			
Street/Stormwater	$585	$7,015	$7,015	3%

	2027-28			
Street/Stormwater	$602	$7,226	$7,226	3%

These charges to be billed and paid by Street and Stormwater as requested.

All applicable services provided for in section IV LEVEL OF CLEANING SERVICES REQUIRED, CLEANING STANDARDS, AND SCHEDULES of the original contract shall be performed at this location/facility BUT shall be provided/performed (1) time a week and all applicable monthly provisions shall be performed as specified. All other provisions of the original City of Tyler service agreement dated October 30, 2022 with Office Pride Commercial Cleaning; Contract for Janitorial Services at Various Locations shall remain in full force and effect.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement this the 4th day of April, 2024.

CITY OF TYLER, TEXAS

BY: _____
Edward Broussard, City Manager

CONTRACTOR:

BY: _____

Approved:

By: _____

APPROVED:

BY: Steven M. Kean, Deputy City Attorney
City Attorney's Office

§

THE STATE OF TEXAS §

CONTRACTOR'S ACKNOWLEDGEMENT

COUNTY OF SMITH §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared David Stern, who is known to me, or who was proved to me through Texas Drivers License [*description of identity card or other document issued by the federal or state government containing the picture and signature of the acknowledging person*]to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 20th day of March, 2024.

Jessica Mancera
Notary Public In and For The State of Texas

Jessica Mancera
Notary's Printed Name

My Commission Expires: 09-22-2027

JESSICA MANCERA
Notary Public, State of Texas
Comm. Expires 09-22-2027
Notary ID 134570711

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

RECEIVED

MAR 26 2024

CITY ATTORNEY'S OFFICE
City of Tyler

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





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

DOCUMENT Name of Work Item - Description or Type of Documents Attached	Date Item is Due	Number of Copies (Hard-Copy)	LegalDesk Ticket ID [Office Use - to be assigned]
Addenda 2-2027 Downtown Janitorial Contract	ASAP	1	7175

* The person listed in this box will be the "Owner/Contact Person" listed on the Ticket. That person may view the Ticket by using the Client Web Page located at: Double Click the Ticket Tracker Icon on Desktop, or Go to: http://support.cityoftyler.net			
* FROM: Name / Title	Originating Department	Date Submitted to Legal	Comments
Gary L. Smith	Facilities Services	03-20-2024	None

ROUTE
Don't forget that Department Leader and Key Leader Approval must be obtained before the Legal Department will accept your Work Item.

	Name / Title	Department	Action Needed	Date Completed	Initials	Comments	Office Use
✓1	Stephanie Franklin	Executive Director	Approval for Legal Review	3-25-24			
✓2	Steve Kean	Legal	Legal Review	4/4/24	S.M.K.	To Be Ratified by	
3	Edward Broussard CM	CMO	Signature	04/04/24	EB	City Council at a	
4	Gary L. Smith	Facilities Services	Manage Contract/Project			Future Date.	
5						S.M.K.	

01/18/11 ** Form 1-42**

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

EXPLANATION OF WORK ITEM			
1.0	**ITEM REFERENCES** Has a similar work item previously been approved by the City Attorney's Office? *[e.g. a contract with the same vendor from a previous year]* **See Document:** **[CityClerkDesk #ZOP-223947]: Contract- 2018 HVAC Maintenance (City Wide)**	YES Go next to Line 1.1	[X] NO Skip to Line 1.2
1.1	Attach a copy of the similar **executed (signed) document** previously approved by Legal and an **electronic Word version** if applicable. If the previous/similar document was also approved by City Council attach the Council Communication (entire packet with attachments).		
1.2	Has this work item already been approved by the City Council? **No Council Approval Needed -Addenda to Current Contract**	[ ] YES Go next to Line 1.3	[X] NO Skip to Line 2
1.3	Agenda Item: [ ] Date of Approval: [ ]		
	Action Needed: Attach a copy of the current approved Council Communication (entire packet with attachments).		
2	**EXPLANATION** Give a complete explanation of the item you are sending including the background regarding the project:		
	ADDENDA 2-2027 CONTRACT WITH OFFICE PRIDE COMMERCIAL CLEANING FOR JANITORIAL SERVICES AT VARIOUS CITY OF TYLER LOCATIONS		
3	**EXPLAIN HOW THE CITY ATTORNEY'S OFFICE CAN ASSIST YOU** For Example: Are you requesting a document be created? Are you requesting a document be reviewed? Do you need specific questions answered? Do you need general advice?, etc.		
	LEGAL REVIEW FOR CITY MANAGERS SIGNITURE		
4	**DATES AND TIMES** Please list ALL deadline dates and times associated with this item	Need ASAP.	
	Deadline Date & Time for Public Notice: (e.g. 72 Hours in advance of Meeting)	Board or City Council Meeting Date:	Other Special Notes:
	N/A		
5	**PRIORITY** If your Work Item is a **high priority** item the following **Action is Needed:** (1) Check the box on Page 1 of this Form, and (2) Please call a member of the Legal Support Staff at 903.531.1161 to alert the City Attorney's Office that your ticket needs immediate or special attention.		
6	**ADD THE FOLLOWING ATTACHMENTS TO THE E-MAIL AND/OR INTEROFFICE MAIL:**		
	[X] This Routing Form [ ] City Council Communications [X] Contract Addenda [X] Current Contract (Copy) [ ] "Known" Governing Authority, Regulations & Laws including City Code [ ] Agenda [ ] Gathering Notice [ ] Other		

Addendum 3

CITY OF TYLER
SERVICES AGREEMENT
Office Pride Commercial Cleaning
(Commercial Cleaning Services-Various City Facilities)
Original Agreement Dated: October 30, 2022-September 30, 2027

Between City of Tyler and Office Pride Commercial Cleaning
Beginning: **October 1, 2024**
City of Tyler Facilities Services Administrator Requests the addition of following Facility:
Water Service Center
2300 WNW Loop 323
Tyler, TX 75702
And that from this date forward the charges added for service at this location be as follows:

	Monthly Cost	Yearly Cost	Contract Increase	Percentage Increase
	2024-25			
Water Meter Shop	$745	$8940	$8940	Base
	2025-26			
Water Meter Shop	$767	$9204	$9204	3%
	2026-27			
Water Meter Shop	$790	$9480	$9480	3%

These charges to be billed and paid by Water Meter Shop as requested.

All applicable services provided for in section IV LEVEL OF CLEANING SERVICES REQUIRED, CLEANING STANDARDS, AND SCHEDULES of the original contract shall be performed at this location/facility BUT shall be provided/performed (3) times per week and all applicable monthly provisions shall be performed as specified. All other provisions of the original City of Tyler service agreement dated October 30, 2022 with Office Pride Commercial Cleaning; Contract for Janitorial Services at Various Locations shall remain in full force and effect.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement this the 30th day of September, 2024.

CITY OF TYLER, TEXAS

BY: Edward Broussard
Edward Broussard, City Manager

CONTRACTOR:

BY:

Approved:

By: Stan M. Kuhn
APPROVED: City Attorney's Office

BY:
City Attorney's Office

§

THE STATE OF TEXAS

§ **CONTRACTOR'S ACKNOWLEDGEMENT**

COUNTY OF SMITH §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared David Brettstein, who is known to me, or who was proved to me through Driver License [*description of identity card or other document issued by the federal or state government containing the picture and signature of the acknowledging person*]to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30th day of September, 20 24.

BLAKE BELL
Notary Public, State of Texas
Comm. Expires 02-19-2028
Notary ID 134769115

Notary Public In and For The State of Texas

Blake Bell
Notary's Printed Name

My Commission Expires: 02/19/2028

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

RECEIVED

SEP 30 2024

CITY ATTORNEY'S OFFICE
City of Tyler

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





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

DOCUMENT Name of Work Item - Description or Type of Documents Attached	Date Item is Due	Number of Copies (Hard-Copy)	LegalDesk Ticket ID [Office Use - to be assigned]
Addenda 3-2027 Downtown Janitorial Contract	ASAP	1	LD18644

* The person listed in this box will be the "Owner/Contact Person" listed on the Ticket. That person may view the Ticket by using the Client Web Page located at: Double Click the Ticket Tracker Icon on Desktop, or Go to: http://support.cityoftyler.net			
* FROM: Name / Title	Originating Department	Date Submitted to Legal	Comments
Gary L. Smith	Facilities Services		None

ROUTE
Don't forget that Department Leader and Key Leader Approval must be obtained before the Legal Department will accept your Work Item.

	Name / Title	Department	Action Needed	Date Completed	Initials	Comments	Office Use
1	Gary L. Smith	Facilities Services	Approval for Legal Review		GLS	COPY OF CONTRACT AND 2 PREVIOUS ADDENDUM ATTACH	
2	Steve Kean	Legal	Legal Review	10/1/24	SMK		
3	Edward Broussard CM	CMO	Signature	10/02/24	EB		
4	Gary L. Smith	Facilities Services	Manage Contract/Project			Recommend that City Council Ratify. GLS	
5							

01/18/11 ** Form 1-42**

222

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

EXPLANATION OF WORK ITEM			
1.0	**ITEM REFERENCES** Has a similar work item previously been approved by the City Attorney's Office? [*e.g. a contract with the same vendor from a previous year*]	[X] YES Go next to Line 1.1	[ ] NO Skip to Line 1.2
1.1	Attach a copy of the similar **executed (signed) document** previously approved by Legal and an **electronic Word version** if applicable. If the previous/similar document was also approved by City Council attach the Council Communication (entire packet with attachments).		
1.2	Has this work item already been approved by the City Council? **No Council Approval Needed -Addenda to Current Contract**	[ ] YES Go next to Line 1.3	[X] NO Skip to Line 2
1.3	Agenda Item:	Date of Approval:	
	Action Needed: Attach a copy of the current approved Council Communication (entire packet with attachments).		
2	**EXPLANATION** Give a complete explanation of the item you are sending including the background regarding the project:		
	ADDENDA 3-2027 CONTRACT WITH OFFICE PRIDE COMMERCIAL CLEANING FOR JANITORIAL SERVICES AT WATER METER SHOP		
3	**EXPLAIN HOW THE CITY ATTORNEY'S OFFICE CAN ASSIST YOU** For Example: Are you requesting a document be created? Are you requesting a document be reviewed? Do you need specific questions answered? Do you need general advice?, etc.		
	LEGAL REVIEW FOR CITY MANAGERS SIGNITURE		
4	**DATES AND TIMES** Please list ALL deadline dates and times associated with this item	Need ASAP.	
	Deadline Date & Time for Public Notice: (e.g. 72 Hours in advance of Meeting)	Board or City Council Meeting Date:	Other Special Notes:
	N/A		
5	**PRIORITY** If your Work Item is a **high priority** item the following **Action is Needed**: (1) Check the box on Page 1 of this Form, and (2) Please call a member of the Legal Support Staff at 903.531.1161 to alert the City Attorney's Office that your ticket needs immediate or special attention.		
6	**ADD THE FOLLOWING ATTACHMENTS TO THE E-MAIL AND/OR INTEROFFICE MAIL:**		
	[X] This Routing Form [ ] City Council Communications [X] Contract Addenda [X] Current Contract (Copy) [ ] "Known" Governing Authority, Regulations & Laws including City Code [ ] Agenda [ ] Gathering Notice [ ] Other		

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-10

Date: October 23, 2024

Subject: Request that the City Council consider authorizing the City Manager to award a contract in the amount of $54,875.00 to Blue Moon Roofing for the Carnegie Building Historic Gutter Replacement Project.

Item Reference: **24-027 Carnegie Building Historic Gutter Replacement**

The Carnagie Building Historic Gutter System has been failing for many years. City of Tyler staff requested an inspection, assessment and specifications for replacement of the gutter system at the Carnagie Building at 125 S. College Ave, Tyler, TX. 75702 by Wharry Engineering of Garland, Texas. The specifications were provided and funds were made available this fiscal year for this project. According to City of Tyler Purchasing Policy, request for bids were published on Friday, September 6, and Friday, September 13, 2024. Bids were opened on Tuesday, September 24, 2024, at 2:00 pm. (1) bid was received from Blue Moon Roofing in the amount of $54,875.00.

This bid has been reviewed by staff and appears to be in order.

RECOMMENDATION:

It is recommended that that the City Council consider authorizing the City Manager to award a contract in the amount of $54,875.00 to Blue Moon Roofing for the Carnegie Building Historic Gutter Replacement Project.

Attachments:
Notice to Bidders-24-027.pdf
Blue Moon Roofing.pdf

Drafted/Recommended By:
Department Leader Gary L. Smith, Facilities Services Manager

Edited/Submitted By:
City Manager

NOTICE TO BIDDERS

Sealed bids addressed to the City of Tyler, Texas will be received in the Purchasing Office, 304 North Border, Tyler, Texas 75702, to Attention: Purchasing Manager, until **2:00 p.m. on Tuesday September 24, 2024** and will be opened immediately afterwards in the City Council Chambers, 212 North Border, City Hall, 2nd Floor.

Sealed bids will be for furnishing all necessary materials, equipment, superintendence and labor for construction of the following improvement for the City of Tyler, Texas:

City of Tyler Bid Number: **24-027**
Project Name: **Carnegie Building Historic Gutter Replacement**

The project includes; **the demo and replacement of the gutter at the Carnegie Building at 125 S. College Ave, Tyler, TX. 75702 according to provided specifications**

Forms of proposal, contracts, bonds, insurance, plans and specifications may be obtained electronically at no charge from the offices of 75150 **Wharry Engineering, 4019 N. Galloway, Suite B, Mesquite TX. 75150 (972-863-9311)**

A mandatory **Pre-Bid** Conference will be held on **Tuesday, September 17, 2024 at 10:30 am at the Carnegie Building at 125 S. College Ave, Tyler, TX. 75702**

Questions concerning this project shall be directed to Billy Shedd of Wharry Engineering, **972-863-9311** or bshedd@wharrytexas.com. Due to project design and specifications, and historical significance of the facility this pre-bid is mandatory.

Please Note: 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. See Section 19, "Certificates of Interested Parties".

City of Tyler
Edward Broussard, City Manager

Publish: Tyler Morning Telegraph, Tyler, Texas

PUBLICATION DATES:

First Publication – Friday, September 6, 2024
Second Publication – Friday September 13, 2024

Section 5 PROPOSAL

Proposal for CIP Contract
to
The City of Tyler, Texas

Date of Bid: 9/24/24

The undersigned, as bidder, in compliance with **CITY'S *Notice To Bidders*** for construction of:

City of Tyler Bid Number: 24-027

Project Name: Carnagie Museum Gutter & D-spout Replacement

for the City of Tyler, Smith County, Texas, declares that the only person or parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm, or corporation, that he has carefully examined the form of contract, ***Instructions to Bidders***, specifications, and the plans therein referred to, and has carefully examined the locations, conditions, and classes of materials of the proposed work; and agrees that he will provide all the necessary labor, machinery, tools, apparatus, and other items incidental to construction, and will do all the work and furnish all the materials called for in the contract and specifications in the manner prescribed therein and according to the requirements of the Engineer as therein set forth, for the following unit prices.

It is understood that the following quantities of work to be done at unit prices are approximate only, and are intended principally to serve as a guide in evaluating bids.

It is further agreed that the following quantities of work to be done at unit prices and materials to be furnished may be increased or decreased as may be considered necessary, in the opinion of the Engineer, to complete the work fully as planned and contemplated, and that all quantities of work, whether increased or decreased are to be performed at the unit prices set forth below except as provided for in the specifications.

It is further agreed that lump sum prices may be increased by change order to cover additional work ordered by the Engineer, but not when on the plans or required by the specifications, or in accordance with the ***General Conditions*** and ***Special Conditions*** and requirements. Similarly, they may be decreased to cover deletion of work so ordered.

It is further agreed that the unit and lump sum prices shall be shown in words and figures for each item listed in this proposal, and in the event of discrepancy, the words shall control, and should the bid price on any item be completely omitted, the proposal will be considered incomplete, and the proposal will be disqualified. It is understood and agreed that the work is to be completed in full either:

1) ☐ within thirty , (30) Choose an item after the date specified in the written ***Notice to Proceed,*** or
2) ☒ on or before the **mandatory completion** date of December 15, 2024

subject to such extensions of time as are provided by the ***General Conditions***.

Accompanying this proposal is a ☐ ***Bid Bond***, ☐ Certified Check, or ☒ Cashier's Check payable to the City of Tyler for:

AMOUNT:

and Twenty-six hundred & twenty-five Dollars
Cents

$ 2,625.00

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

Receipt is hereby acknowledged of the following addenda to the Contract Documents:

ADDENDUM NO. 1	X	Received	9/18/24
ADDENDUM NO. 2		Received	
ADDENDUM NO. 3		Received	
ADDENDUM NO. 4		Received	
ADDENDUM NO. 5		Received	

Blue Moon Roofing	3113 Benton Ave
Bidder	Street Address
	Garland, TX 75042
Signature	City, State, Zip
Ben Moses	214-563-8023
Printed Name	Telephone Number
President	9/24/24
Title	Date

BASE BID:

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
No. 1	100	SF	100 sq.ft. of deck repair included in base bid cost for additional quantity/sq.ft. Two hund & fifty Dollars Cents	$2.50	$250.00
No. 2	-0-	SF	Cost to furnish and install 2 x 6 wood nailer, if none are present zero Dollars Cents	$0.00	$0.00
No. 3	1	EA	Remove gutter & downspout Ninteen thousand Dollars zero Cents	$19,000.00	$19,000.00
No. 4	1	EA	Install Gutter & Downspout Twenty-seven thou & Five Hund Dollars zero Cents	$27,500.00	$27,500.00
No. 5	1	EA	Paint all new metal & brackets Fifty-Five Hundred Dollars zero Cents	$5,500.00	$5,500.00
No. 6	1	Ln.ft.	5% Contingency Twenty-six hund & twenty-five Dollars zero Cents	$2,625.00	$2,625.00
			Dollars Cents	$	$
			Dollars Cents	$	$
			, for Dollars Cents	$	$
			, for Dollars Cents	$	$

BID SUMMARY

BASE BID TOTAL

and Fifty-four thou, eight hund & seventy-five Dollars
zero Cents

$54,875.00

Per Unit Cost for Replacing Gutter Support Brackets that are deteriorated - $45.00 each

ADD ALTERNATES TOTAL

and _____ Dollars
_____ Cents

$ _____

BASE BID TOTAL + ADD ALTERNATIVES = TOTAL BID

and _____ Dollars
_____ Cents

$ _____

STATEMENT OF MATERIALS AND OTHER CHARGES

For purposes of complying with TEX. TAX CODE ANN. Title 2., Subtitle E., Chapter 151, Subchapter C. § 151.056; Subchapter H. § 151.301, § 151.309, § 151.311, the **CONTRACTOR** agrees that the charges for any material incorporated into the project in excess of the estimated quantity provided for herein will be no less than the invoice price for such material to the **CONTRACTOR**.

Value of Materials Incorporated Into the Project:	$20,000.00
Value of All Other Charges:	$34,875.00
*Total:	$54,875.00

* This statement may be submitted with ***Proposal*** and the total must agree with the **total bid** figure shown in the Bid Summary section above.

...V3IRS8B0GPORH_QEGKUPI4L2WT1O6WTRBRXSS

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/30/2024

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
Headstart General Agency, LLC
14114 Dallas Parkway
Suite 600
Dallas TX 75254

CONTACT NAME: Kimberly Coleman
PHONE (A/C, No, Ext): 936-524-6758 FAX (A/C, No): 800-811-2600
E-MAIL ADDRESS: kcoleman@headstartgeneralagencyllc.com

INSURED
BPM Construction dba Blue Moon Roofing
9419 Loma Vista Dr
Dallas TX 75243

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Evanston Ins Co	35378
INSURER B : National General	23728
INSURER C : Texas Mutual	22945
INSURER D :	
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	✓ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ✓ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ✓ POLICY PRO-JECT LOC OTHER:	✓	✓	3AA679040			EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 5,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY ✓ ANY AUTO ✓ OWNED AUTOS ONLY ✓ HIRED AUTOS ONLY SCHEDULED AUTOS ✓ NON-OWNED AUTOS ONLY	✓		2012139581			COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		✓	0002079303			✓ 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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Blanket Additional Insured and Blanket Waiver of Subrogation applies to the GL policy

Certificate Holder - Rental King, LLC is named as additional insured on all policies

CERTIFICATE HOLDER

Sample

CANCELLATION

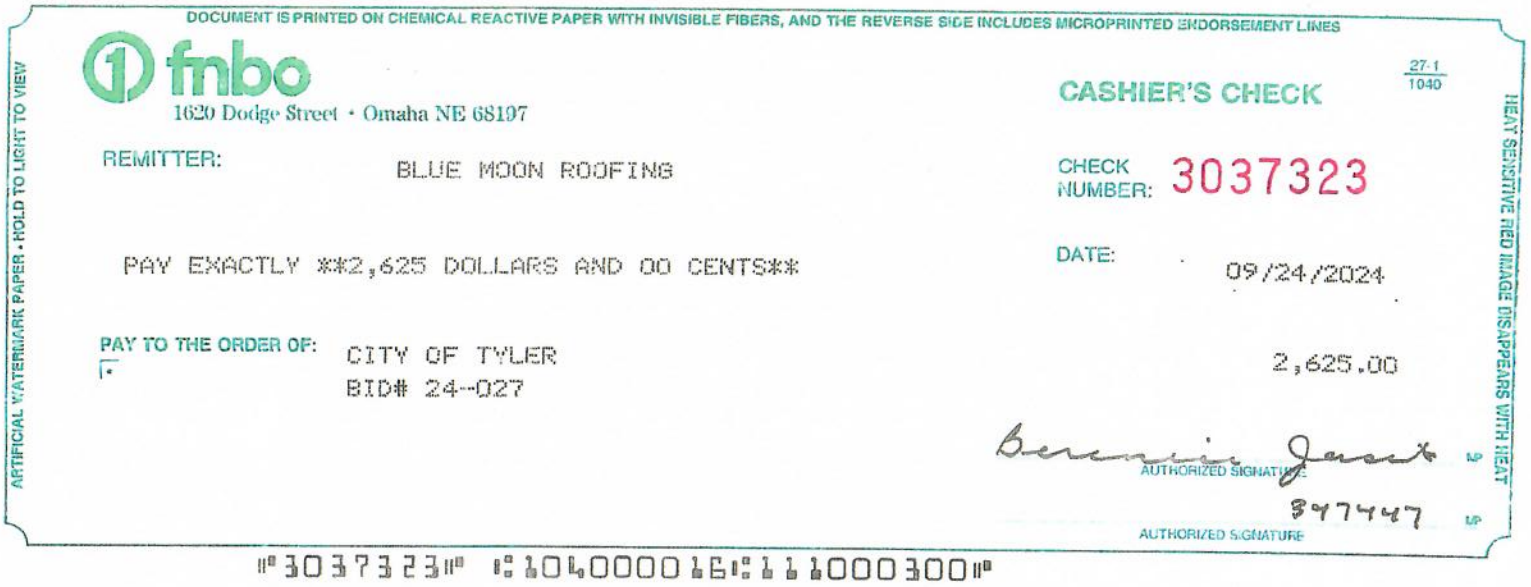
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Kimberly Coleman

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ARTIFICIAL WATERMARK PAPER • HOLD TO LIGHT TO VIEW

HEAT SENSITIVE RED IMAGE DISAPPEARS WITH HEAT

fnbo

1620 Dodge Street • Omaha NE 68197

CASHIER'S CHECK

27-1
1040

REMITTER: BLUE MOON ROOFING

CHECK NUMBER: 3037323

PAY EXACTLY **2,625 DOLLARS AND 00 CENTS**

DATE: 09/24/2024

PAY TO THE ORDER OF: CITY OF TYLER
BID# 24-027

2,625.00

AUTHORIZED SIGNATURE

347447

AUTHORIZED SIGNATURE

⑈3037323⑈ ⑆104000016⑆ 11000300⑈

Purchasing Department
Bid "As Read Results"

City of Tyler Bid No. / Description: 24-027 Labor for Carnegie Building-Gutters – Facility Services/ G. Smith

Date Opened: Sept. 24, 2024

	Vendor	Vendor	Vendor	Vendor	Vendor
	Blue Man Roofing				
Unit Cost					
Total	54,875.00				
Bid Bond	Cashiers check				
Addenda 1	✓				
Base Bid					
Alternate 1					
Alternate 2					
Alternate 3					
Base Bid + Alternates					

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		

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-11

Date: October 23, 2024

Subject: Request that the City Council consider authorizing the City Manager to execute a Capital Improvement Project (CIP) construction contract with Reynolds and Kay, LTD for the Storm Main Replacement project, Bid No. 24-041, for $364,781.00.

Item Reference: **Half Cent 10/8/2024, Item 24-10-01**

A corrugated metal pipe (CMP) failed at 2739 W NW Loop 323 causing a large sinkhole and endangering private property, creating an urgent repair situation. This asset, installed by others, but in a City of Tyler drainage easement, is necessary to carry stormwater from part of Loop 323, Gentry, and adjacent properties.

The failed CMP (approximately 300-ft) will be replaced with reinforced concrete pipe (RCP). Two (2) Y-Inlet drainage structures will be installed, replacing grate drains, and a TxDOT headwall will be installed with rock riprap to better protect the private sanitary sewer creek crossing at the outfall.

The project was advertised on 9/6/2024 and 9/13/2024 with an estimated EOPC (Engineer's Opinion of Probable Cost) of $364,112.50.

Bids were opened 9/24/2024 with three (3) bidders:
- AMS Land Company LLC $447,256.00
- Capps-Capco Construction Inc. $441,847.00
- Reynolds and Kay, LTD $364,781.00

Funding Source: Half-Cent Sales Tax

RECOMMENDATION:

Request that the City Council consider authorizing the City Manager to execute a Capital Improvement Project (CIP) construction contract with Reynolds and Kay, LTD for the Storm Main Replacement project, Bid No. 24-041, for $364,781.00.

Attachments:
24-041 Storm Sewer Pipe Replacement Bid Tabs
Yellow Failed CMP and Green Sanitary Sewer
IMG_9191

IMG_9195
3 - 4_0002

Drafted/Recommended By:
Department Leader Paul Neuhaus, P.E., M.S. - Stormwater Management and Environmental Compliance Engineer

Edited/Submitted By:
City Manager

Total Bid Price				Reynolds & Kay, LTD		Capps-Capco Construction Inc.		AMS Land Company LLC	
Item No.	Work Items	Qty	Units (from pull-down list)	Unit Price	SOV	Unit Price	SOV	Unit Price	SOV
1.01	Performance, Payment, and Maintenance Bonds	1.0	LS	$ 8,000.00	$ 8,000.00	$ 12,000.00	$ 12,000.00	$ 12,000.00	$ 12,000.00
1.02	Insurance, including liability naming Owner as additional insured	1.0	LS	$ 7,000.00	$ 7,000.00	$ 8,250.00	$ 8,250.00	$ 2,500.00	$ 2,500.00
2.01	Mobilization	1.0	LS	$ 30,000.00	$ 30,000.00	$ 21,000.00	$ 21,000.00	$ 38,000.00	$ 38,000.00
2.03	Provide Construction Staking	1.0	LS	$ 2,000.00	$ 2,000.00	$ 4,500.00	$ 4,500.00	$ 2,000.00	$ 2,000.00
2.05	Prepare Right of Way, for proposed drainage including, but not limited to, concrete removal, old concrete removal, vegetation removal, gas line removal, electrical line protection as needed, old drainage pipe removal, protection of necessary utilities, fencing removal, and minor site grading for restoration and erosion control	1.0	LS	$ 16,000.00	$ 16,000.00	$ 19,750.00	$ 19,750.00	$ 22,769.00	$ 22,769.00
2.11	Erosion Control; four (4) rows of silt fencing over disturbed pipe installation area, at headwall/wingwalls, and start of graded area furnished and installed	250.0	LF	$ 2.00	$ 500.00	$ 6.00	$ 1,500.00	$ 21.00	$ 5,250.00
2.12	Erosion Control; erosion control matting for inlets, furnished and installed	120.0	SY	$ 4.00	$ 480.00	$ 9.00	$ 1,080.00	$ 19.00	$ 2,280.00
2.21	Trench Safety for trenches greater than 5-ft in depth, per OSHA requirements	295.0	LF	$ 1.00	$ 295.00	$ 7.00	$ 2,065.00	$ 22.00	$ 6,490.00
3.20	60-in Class III Reinforced Concrete Pipe, furnished and installed	282.0	LF	$ 380.00	$ 107,160.00	$ 448.00	$ 126,336.00	$ 630.00	$ 177,660.00
3.21	Wrap all joints of RCP with 24-in wide woven geotextile fabric, furnished and installed	282.0	LF	$ 3.00	$ 846.00	$ 8.00	$ 2,256.00	$ 8.00	$ 2,256.00
3.22	City of Tyler Junction Box with Y-Inlet top for 60-in RCP, (6' 4" x 8' 4", est.), furnished and installed	2.0	EA	$ 10,000.00	$ 20,000.00	$ 19,985.00	$ 39,970.00	$ 12,538.00	$ 25,076.00
3.23	Provide standard TxDOT headwall and wingwalls (30-deg, 2:1 slope, CH-FW-0); exception of a 3-ft in leiu of 1-ft toe, furnished and installed	1.0	EA	$ 10,000.00	$ 10,000.00	$ 14,500.00	$ 14,500.00	$ 24,075.00	$ 24,075.00

4.01	Tree removal; down tree in creek and under sanitary sewer crossing	1.0	LS	$	7,000.00	$	7,000.00	$	4,275.00	$	4,275.00	$	2,800.00	$	2,800.00
4.02	Seeding of disturbed areas, rye grass	1,250.0	SY	$	0.50	$	625.00	$	4.00	$	5,000.00	$	1.50	$	1,875.00
4.10	Expose Y-Inlet approximately 55-ft east of of junction box at start of project	1.0	LS	$	700.00	$	700.00	$	1,750.00	$	1,750.00	$	2,200.00	$	2,200.00
4.11	Grade area from start of fence north to junction box and Y-Inlet to have a 15:1 slope max with positive drainage to exposed Y-Inlet (approximately 560 SY)	1.0	LS	$	2,700.00	$	2,700.00	$	3,850.00	$	3,850.00	$	2,798.00	$	2,798.00
4.33	Replace Concrete Paving	90.0	SY	$	170.00	$	15,300.00	$	120.00	$	10,800.00	$	127.00	$	11,430.00
4.36	Concrete flume with 8-in curb, per plans	10.0	SY	$	220.00	$	2,200.00	$	130.00	$	1,300.00	$	484.00	$	4,840.00
4.40	Remove and replace fence, 10-ft sections, as shown on plans (1-post, 10-ft panel)	14.0	EA	$	480.00	$	6,720.00	$	250.00	$	3,500.00	$	395.00	$	5,530.00
4.41	Install new fencing, matching existing, from edge of dumpter pad north approximately 50-ft, then approximately 20-ft west to edge of paving (7-posts 10-ft O.C.)	7.0	EA	$	480.00	$	3,360.00	$	250.00	$	1,750.00	$	966.00	$	6,762.00
4.60	12-ft wide x 12-ft deep dumpster pad, with new 6-ft cinder block screening walls - capped, and new gates, per City of Tyler Standards	1.0	LS	$	8,000.00	$	8,000.00	$	18,890.00	$	18,890.00	$	15,000.00	$	15,000.00
4.85	Remove PVC private sanitary sewer span at outfall work area and ready for bypass pumping, and reconnect in current configuration	1.0	LS	$	2,000.00	$	2,000.00	$	5,180.00	$	5,180.00	$	2,800.00	$	2,800.00
5.01	Crushed Stone Bedding, furnished and installed; 1.5 x (Pipe O.D.-in + 24-in) & 12-in deep	140.0	CY	$	90.00	$	12,600.00	$	95.00	$	13,300.00	$	128.57	$	18,000.00
5.02	Select Fill, Loose (1,667 CY in-place)	2,500.0	CY	$	17.00	$	42,500.00	$	24.00	$	60,000.00	$	2.50	$	6,250.00
5.03	Rock Riprap; Size 8-in; 2-ft wide strip, 1-ft deep to cover 9-SY (1.4 ton/CY), furnished and installed along top of each wingwall	3.0	CY	$	250.00	$	750.00	$	150.00	$	450.00	$	250.00	$	750.00
5.04	Rock Riprap; Size 30-in; 4-ft deep to cover 75-SY (1.4 ton/CY), furnished and installed at outfall (will use broken concrete and rubble to supplement, and then cover with rock riprap)	100.0	CY	$	250.00	$	25,000.00	$	185.00	$	18,500.00	$	110.00	$	11,000.00

5.11	Woven geotextile fabric under rock riprap, furnished and installed	80.0	SY	$	2.00	$	160.00	$	14.00	$	1,120.00	$	10.00	$	800.00
5.90	Bypass Pumping of Sanitary Sewer Line, Private	1.0	LS	$	2,000.00	$	2,000.00	$	7,500.00	$	7,500.00	$	2,000.00	$	2,000.00
6.01	Provide CCTV inspection of completed storm drain system after installation	295.0	LF	$	3.00	$	885.00	$	5.00	$	1,475.00	$	7.00	$	2,065.00
	Subtotal					**$**	**334,781.00**			**$**	**411,847.00**			**$**	**417,256.00**
	Contingency	1.00	EA	$	30,000.00	$	30,000.00	$	30,000.00	$	30,000.00	$	30,000.00	$	30,000.00
	Total					**$**	**364,781.00**			**$**	**441,847.00**			**$**	**447,256.00**



P.E.

9/25/2024


Google Earth
200 ft
238


DIRECTION
31 deg(T)
32.38197°N
095.33368°W
ACCURACY 5 m
DATUM WGS84
2024-07-22
09:18:10-05:00


DIRECTION
119 deg(T)
32.38197°N
095.33368°W
ACCURACY 5 m
DATUM WGS84
2024-07-22
09:18:15-05:00

-0.28 °
3 - 4
General Observation,
Pipe is starting to collapse.
733 mbar
969 mbar
495.04 ft

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-12

Date: October 23, 2024

Subject: Request that the City Council consider approving a Reconciliation Change order in the amount of $206,919.59 approving final payment and releasing retainage in the amount of $57,065.45 to Reynolds and Kay, LTD, for the 2023 Street Reconstruction Project.

Item Reference: **M-4 on June 14, 2023**

On June 14, 2023, the City Council authorized the award of the 2023 Street Reconstruction Project to Reynolds and Kay, LTD in the amount of $4,784,777.85. The construction has been successfully completed and the total cost of the project is $4,991,697.44 which is $206,919.59 over the original contract amount.

This request is for approval of a reconciliation change order in the amount of $206,919.59, and approval of final payment and release of the retainage in the amount of $57,065.45.

FUNDING:
Street Reconstruction (Half Cent) - $4,608,164.11
Curb, Gutter, Inlet Repairs (Storm Water) - $92,344.64
Grand Ave. Repair (TWU) - $45,485.04
Concrete Alley Work (Alley Fund) - $245,703.65
TOTAL - $4,991,697.44

RECOMMENDATION:

It is recommended that the City Council approve a Reconciliation Change order in the amount of $206,919.59 final payment, and release of retainage in the amount of $57,065.45 to Reynolds and Kay, LTD, for the 2023 Street Reconstruction Project.

Attachments:
Location Map 2023 STREET RECONSTRUCTION
Final Invoice

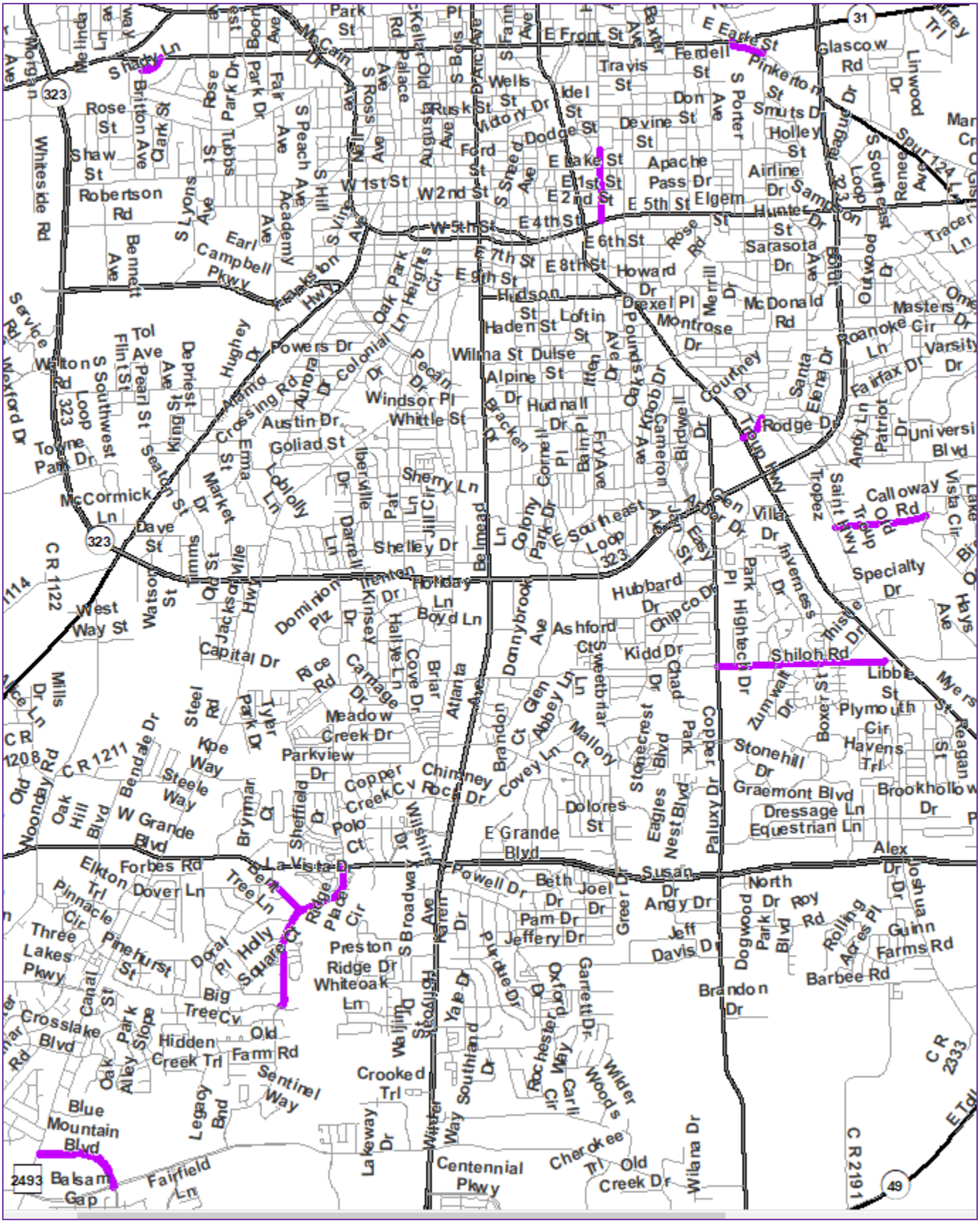
Drafted/Recommended By:
Department Leader Darin Jennings, P.E.

Edited/Submitted By:

City Manager

2023 STREET RECONSTRUCTION PROJECT STREETS

Location Map



INVOICE NUMBER I-103

REYNOLDS & KAY LTD.
P.O. BOX 88
TYLER, TX 75710

TO: CHUCK SAMSON P.E.
CITY OF TYLER
P.O. BOX 2039
TYLER, TX. 75710

ESTIMATE #: 11 & FINAL
PROJECT #: 4307
DATE: 9/30/2024

2023 STREET RECONSTRUCTION

CONTRACT AMOUNT: $4,784,777.85

ITEM #	DESCRIPTION	UNIT	(A) ORIGINAL PROJECT ESTIMATE	(B) CONTRACT UNIT PRICE	(C) CONTRACT BID AMOUNT	(D) PREVIOUSLY COMPLETED WORK	(E) WORK COMPLETED THIS PERIOD	(F) WORK COMPLETED TO DATE	(G) (B) X (F) COST WORK COMPLETED
162	BLOCK SODDING	SY	50.00	$12.00	$600.00	0.00	0.00	0.00	$0.00
132	SELECT FILL	CY	300.00	$63.00	$18,900.00	264.00	0.00	264.00	$16,632.00
251-A	PULVERIZE ASPH. & BASE 10 - 12.5"	SY	8,627.00	$6.00	$51,762.00	16,440.00	0.00	16,440.00	$98,640.00
251-B	PULVERIZE ASPH. & BASE 14.5 - 15.5"	SY	42,575.00	$6.35	$270,351.25	36,288.00	0.00	36,288.00	$230,428.80
275-A	CEMENT	TON	1,024.00	$275.00	$281,600.00	1,067.93	0.00	1,067.93	$293,680.75
275-B	CEMENT TREATMENT	SY	51,202.00	$3.80	$194,567.60	52,728.00	0.00	52,728.00	$200,366.40
310	PRIME COAT & BLOTTER	GAL	10,240.00	$8.00	$81,920.00	0.00	0.00	0.00	$0.00
316-A	AC-20-5TR	GAL	15,122.00	$5.80	$87,707.60	20,778.00	0.00	20,778.00	$120,512.40
316-B4	TYPE PD GRADE 4 AGGREGATE	SY	37,805.00	$1.80	$68,049.00	53,440.00	0.00	53,440.00	$96,192.00
340	HMAC 2.5" - 3.5" (TYPE B OR C) BASE	TON	7,523.00	$141.00	$1,060,743.00	8,287.75	0.00	8,287.75	$1,168,572.75
340-A	HMAC SURFACE 1.5" - 2.5" (TYPE D)	TON	3,475.00	$147.00	$510,825.00	3,815.74	0.00	3,815.74	$560,913.78
340-B	HMAC SURFACE 2" (TYPE C)	TON	5,148.00	$140.00	$720,720.00	3,778.42	0.00	3,778.42	$528,978.80
351-A	PVMT. STR. REPAIR 6" (TY B OR C)	TON	470.00	$196.00	$92,120.00	806.53	0.00	806.53	$158,079.88
354-A	PLANING 0-2" DEPTH	SY	23,331.00	$2.90	$67,659.90	27,919.00	0.00	27,919.00	$80,965.10
479-A	ADJUST MANHOLES	EA	22.00	$825.00	$18,150.00	28.00	0.00	28.00	$23,100.00
479-B	ADJUST VALVE BOXES	EA	28.00	$710.00	$19,880.00	48.00	0.00	48.00	$34,080.00
479-C	ADJUST SEWER CLEANOUTS	EA	3.00	$710.00	$2,130.00	2.00	0.00	2.00	$1,420.00
502	BARRICADES	LS	1.00	$84,000.00	$84,000.00	1.05	0.00	1.05	$88,200.00
556	STANDARD UNDERDRAIN	LF	300.00	$30.00	$9,000.00	0.00	0.00	0.00	$0.00
6029	MESSAGE BOARD	DAY	175.00	$120.00	$21,000.00	366.00	0.00	366.00	$43,920.00
529RR	REM & REPL CURB & GUTTER	LF	903.00	$60.00	$54,180.00	1,140.00	0.00	1,140.00	$68,400.00
529N	CURB & GUTTER	LF	585.00	$37.50	$21,937.50	535.00	0.00	535.00	$20,062.50
530-A	REM & REPL CONC DRWAY	SY	372.00	$132.00	$49,104.00	305.90	0.00	305.90	$40,378.80
662BY-4	WK ZN PV MK REM (TAPE)(Y)(4")(BRK)	LF	3,700.00	$1.00	$3,700.00	1,408.00	0.00	1,408.00	$1,408.00
662BW-4	WK ZN PV MRK REM (TAPE)(W)(4")(BRK)	LF	1,376.00	$1.00	$1,376.00	1,105.00	0.00	1,105.00	$1,105.00
666SY-4	REFL PV MRK TY I (Y)(4")(SLD)	LF	29,602.00	$1.20	$35,522.40	26,710.00	0.00	26,710.00	$32,052.00
666BY-4	REFL PV MRK TY I (Y)(4")(BRK)	LF	2,846.00	$1.20	$3,415.20	2,840.00	0.00	2,840.00	$3,408.00
666SW-4	REFL PV MRK TY I (W)(4")(SLD)	LF	9,766.00	$1.20	$11,719.20	9,280.00	0.00	9,280.00	$11,136.00
666BW-4	REFL PV MRK TY I (W)(4")(BRK)	LF	1,244.00	$1.20	$1,492.80	1,190.00	1,290.00	2,480.00	$2,976.00
666SW-8	REFL PV MRK TY I (W)(8")(SLD)	LF	1,018.00	$1.80	$1,832.40	626.00	900.00	1,526.00	$2,746.80
666SW-12	REFL PV MRK TY I (W)(12")(SLD)	LF	284.00	$6.00	$1,704.00	106.00	664.00	770.00	$4,620.00

INVOICE NUMBER I-103

REYNOLDS & KAY LTD.
P.O. BOX 88
TYLER, TX 75710

TO: CHUCK SAMSON P.E.
CITY OF TYLER
P.O. BOX 2039
TYLER, TX. 75710

ESTIMATE #: 11 & FINAL
PROJECT #: 4307
DATE: 9/18/2024

2023 STREET RECONSTRUCTION

CONTRACT AMOUNT: $4,784,777.85

ITEM #	DESCRIPTION	UNIT	(A) ORIGINAL PROJECT ESTIMATE	(B) CONTRACT UNIT PRICE	(C) CONTRACT BID AMOUNT	(D) PREVIOUSLY COMPLETED WORK	(E) WORK COMPLETED THIS PERIOD	(F) WORK COMPLETED TO DATE	(G) (B) X (F) COST WORK COMPLETED
666SW-24	REFL PV MRK TY I (W)(24")(STP BR)	LF	418.00	$9.50	$3,971.00	329.00	122.00	451.00	$4,284.50
666-RR	REFL PV MRK TY I (RR X-ING)	EA	2.00	$830.00	$1,660.00	0.00	0.00	0.00	$0.00
666A-L	REFL PV MRK TY I (LT TN ARROW)	EA	16.00	$180.00	$2,880.00	13.00	8.00	21.00	$3,780.00
666A-R	REFL PV MRK TY I (RT TN ARROW)	EA	3.00	$180.00	$540.00	7.00	1.00	8.00	$1,440.00
666A-SL	REFL PV MRK TY I (ST LT TN ARROW)	EA	2.00	$300.00	$600.00	1.00	0.00	1.00	$300.00
666A-SR	REFL PV MRK TY I (ST RT TN ARROW)	EA	1.00	$300.00	$300.00	0.00	1.00	1.00	$300.00
666S-O	REFL PV MRK TY I (W)("ONLY")	EA	3.00	$220.00	$660.00	8.00	8.00	16.00	$3,520.00
666-BA	REFL PV MRK TY I (W)(BIKE W/ARROW)	EA	14.00	$300.00	$4,200.00	10.00	0.00	10.00	$3,000.00
666-BC	REFL PV MRK TY I (W)(BIKE W/CHEVRON)	EA	2.00	$300.00	$600.00	2.00	0.00	2.00	$600.00
672-II	RAISED PV MRKR, TY II (BLUE)	EA	37.00	$24.00	$888.00	9.00	0.00	9.00	$216.00
800	CONTINGENCY	LS	1.00	$300,000.00	$300,000.00	0.00	0.00	0.00	$0.00
SPL	6" CLEANOUT ASSEMBLY	EA	0.00	$2,200.00	$0.00	1.00	0.00	1.00	$2,200.00
SPL	LOWER WATER SERVICE	EA	0.00	$1,700.00	$0.00	1.00	0.00	1.00	$1,700.00
SPL	VALLEY GUTTER(HAMPTON HILL & AUSTIN)	SY	0.00	$170.00	$0.00	138.00	0.00	138.00	$23,460.00
SPL	REMOBILIZATION(HOLLYTREE DR)	LS	0.00	$4,000.00	$0.00	1.00	0.00	1.00	$4,000.00
SPL	ASPHALT PVMT(BLUE MTN)	TON	0.00	$170.00	$0.00	1,141.27	0.00	1,141.27	$194,015.90
SPL	VALLEY GUTTER	SY	0.00	$170.00	$0.00	129.36	0.00	129.36	$21,991.20
315-4	FOG SEALS, NO. 4 ROCK	GAL	650.00	$11.50	$7,475.00	648.00	0.00	648.00	$7,452.00
	CONCRETE STREET REPAIRS								
132	SELECT FILL	CY	25.00	$30.00	$750.00	24.00	0.00	24.00	$720.00
429-A8	CONC STREET REM & REPL W/8" CONC	SY	469.00	$185.00	$86,765.00	605.34	0.00	605.34	$111,987.90
429-A9	CONC STREET REM & REPL W/9" CONC	SY	23.00	$315.00	$7,245.00	79.56	0.00	79.56	$25,061.40
429-A10	CONC STREET REM & REPL W/10" CONC	SY	972.00	$215.00	$208,980.00	799.68	0.00	799.68	$171,931.20
502	BARRICADES	LS	1.00	$4,500.00	$4,500.00	1.00	0.00	1.00	$4,500.00

TOTAL COMPLETED & STORED TO DATE	$4,519,435.86
LESS 0% RETAINAGE	$0.00
TOTAL EARNED LESS RETAINGE	$4,519,435.86
LESS PREVIOUS PAID APPLICATIONS	$4,462,370.41
LESS PREVIOUS UNPAID APPLICATIONS	$0.00
CURRENT PAYMENT DUE	$57,065.45

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-13

Date: October 23, 2024

Subject: Request that the City Council consider authorizing the City Manager to execute the Funding Amendment for FY 2024-25 to the Northeast Texas Public Health District Cooperative Agreement.

Item Reference: **Interlocal Cooperation Act; Texas Government Code Ch. 791; 10/1/93 Cooperative Agreement with Smith County creating Northeast Texas Public Health District; Annual Funding Amendment to Cooperative Agreement; approval of Budget by City Council on 9/11/24**

The City of Tyler and Smith County, as operating members, previously entered into a cooperative agreement to create the Northeast Texas Public Health District (formerly Smith County Public Health District) as of October 1, 1993. The original cooperative agreement set forth the City and County budgets for various District public health services.

An annual amendment to the original cooperative agreement setting forth the City's and County's funding of the budgets approved for operation of the District is executed each year. The City of Tyler's funding for the District services for Fiscal Year 2024- 2025 in the amount of $200,000 was approved by the City Council on 9/11/24. The amendment to the Cooperative Agreement will be presented to the Smith County Commissioners Court and to the Northeast Texas Public Health District Board for approval.

RECOMMENDATION:

Request that the City Council authorize the City Manager to execute the Funding Amendment for FY2024-25 to the Northeast Texas Public Health District Cooperative Agreement.

Attachments:
24 NETPHD Cooperative Agreement

Drafted/Recommended By:
Department Leader Deborah Pullum, City Attorney

Edited/Submitted By:
City Manager

COUNTY OF SMITH
STATE OF TEXAS

FUNDING AMENDMENT FOR FISCAL YEAR 2024-2025
NORTHEAST TEXAS PUBLIC HEALTH DISTRICT COOPERATIVE AGREEMENT

WHEREAS, the City of Tyler, Texas, and Smith County, Texas, as operating members, entered into a cooperative agreement to create the Northeast Texas Public Health District (formerly Smith County Public Health District), as of October l, 1993; and

WHEREAS, an amendment to the original cooperative agreement setting forth the City's funding of the budget approved for operation of the District for fiscal year 2024-2025 of $200,000.00 was approved by the Tyler City on September 11, 2024; and

WHEREAS, an amendment is needed to reflect the budget approved for operation of the District for fiscal year 2024-2025;

NOW, THEREFORE, BE IT RESOLVED THAT:

PART 1: The operating member's budget for operation of the Northeast Texas Public Health District for fiscal year 2024-2025, is fully incorporated into the original Smith County Public Health District Cooperative Agreement and thereby replaces any references in Article Ill.A. of the original agreement to the fiscal year 1993-94 budgeted amounts.

PART 2: All remaining provisions set forth in the Smith County Public Health District Cooperative Agreement, as amended in writing, are in full force and effect and are not modified by this amendment.

SIGNED this _____ day of _____, 2024.

FOR CITY OF TYLER, TEXAS

_____
EDWARD BROUSSARD, CITY MANAGER

ATTEST:

_____
CASSANDRA BRAGER, CITY CLERK

APPROVED:

_____
DEBORAH G. PULLUM, CITY ATTORNEY

FOR SMITH COUNTY, TEXAS

_____
NEAL FRANKLIN, SMITH
COUNTY JUDGE

ATTEST:

_____
KAREN PHILLIPS, COUNTY CLERK

APPROVED

_____
THOMAS WILSON, SMITH
COUNTY CIVIL ATTORNEY

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-14

Date: October 23, 2024

Subject: Request that the City Council consider authorizing the City Manager to revise the funding source for the already approved 2024 Water Meter Replacement Program to be fully funded by American Rescue Plan Act of 2021 (ARPA), in the amount of $3,450,000.

Item Reference:

This project was previously approved on December 13, 2023 with the plan to fund the total project cost of $3.45 million with $1.9 million American Rescue Plan Act of 2021 (ARPA) funds, and $1.55 million are water utility funds. Now that other ARPA funded projects are complete and financial books balanced, it is possible to fund the entire 2024 Water Meter Replacement Program with ARPA funds.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to revise the funding source for the already approved 2024 Water Meter Replacement Program to be fully funded by American Rescue Plan Act of 2021 (ARPA), in the amount of $3,450,000.

Attachments:
Council Communication (M 4 12.13.2024)

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

Edited/Submitted By:
City Manager

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number: M-4

Date: December 13, 2023

Subject: Request that the City Council consider authorizing the City Manager to execute all necessary documents and contract/s to accomplish water meter replacement project with Core and Main of Tyler, TX, in the amount of $3,450,000 for the purchase of Neptune water meters, register units, and accessories during Fiscal Year 2023-2024 as needed and to furnish material and labor for replacing existing water meters that have been identified for replacement with the Neptune T10 and associated infrastructure, HGAC Contract number 20-00808.

Page: Page 1 of

Item Reference:

The City of Tyler's current water metering system with Sensus has consistently had issues accurately reading water use at the meter and communicating those readings to our billing office. The installation of our current system was completed in 2005 and has become increasingly problematic in the last ten years. Approximately 27% of the existing meters have issues with either correctly reading water usage or communicating the info back to the billing office. This results in customer service issues, and Tyler Water Utilities (TWU) lost revenue. Moving forward, the most feasible and cost-effective solution is an annual meter rehabilitation and replacement program. After extensive research, TWU has determined that the Neptune Metering System best fits our system. The source for the meters will be Core & Main, located in Tyler, Texas, HGAC contract number 20-0080. It is requested that an annual contract be awarded to Core & Main for the purchase of Neptune water meters, register units, and accessories during Fiscal Year 2023-2024 as needed.

The meters with communication issues would be the first to get replaced with the Neptune T10 in this proposal and are scattered throughout all four billing cycles. The project is scheduled to replace the identified problem meters in the first year with the requested funding and then continue to replace meters annually with $800,000 allocated in Capital Funding until all meters are Neptune T10. This process is expected to take approximately fifteen years but could vary depending on available funds. The proposed HGAC contract with Core and Main for $3,450,000 for the 2024 Water Meter Replacement Program to furnish material and labor for replacing existing water meters that have been identified for replacement with the Neptune T10 and associated infrastructure, HGAC Contract number 20-00808. Of the $3.45 million, $1.9 million will be American Rescue Plan Act of 2021 (ARPA) funds, and $1.55 million are water utility funds.

RECOMMENDATION:

Request that the City Council consider authorizing the City Manager to execute all necessary documents and contract/s to accomplish water meter replacement project with Core and Main of Tyler, TX, in the amount of $3,450,000 for the purchase of Neptune water meters, register units, and accessories during Fiscal Year 2023-2024 as needed and to furnish material and labor for replacing existing water meters that have been identified for replacement with the Neptune T10 and associated infrastructure, HGAC Contract number 20-00808.

ATTACHMENTS:

Neptune Spec Info

Drafted/Recommended By:
Department Leader

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

Edited/Submitted By:
City Manager

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-15

Date: October 23, 2024

Subject: Request that the City Council consider authorizing the City Manager to execute Contract Change Order No. 1 - Final Reconciliatory with KSA Engineers, Inc. and Reynolds & Kay, LTD. to decrease the total contract price amount by $155,837.34 and increase the completion time by 128 calendar days for the 2022 Taxiway Alpha Rehabilitation Project at Tyler Pounds Regional Airport.

Item Reference:

On August 24, 2022, the City of Tyler awarded the 2022 Taxiway Alpha Rehabilitation Project at Tyler Pounds Regional Airport to Reynolds & Kay, Ltd., for a total project cost of $6,930,292.34.

Reynolds & Kay, Ltd. submitted a reconciliation change order stating the decrease in final construction cost by $155,837.34 and the increase in contract completion time by 128 calendar days. The additional contract days were due to the weather.

On September 24, 2024, the Airport Advisory Board considered this item and unanimously recommended that the City Council approve this request.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to execute Contract Change Order No. 1 - Final Reconciliatory with KSA Engineers, Inc. and Reynolds & Kay, LTD. to decrease the total contract price amount by $155,837.34 and increase the completion time by 128 calendar days for the 2022 Taxiway Alpha Rehabilitation Project at Tyler Pounds Regional Airport

Attachments:
TYR Twy A RCO

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

Edited/Submitted By:
City Manager

KSA ENGINEERS, INC. 8866 Synergy Dr McKinney, TX 75070 CONTRACT CHANGE ORDER	Date: August 29, 2024 KSA Project No.: TYL393 Location: Tyler Pounds Regional Airport
To (Contractor) Reynolds & Kay, LTD. PO BOX 88 Tyler, TX 75710	Job Description: Taxiway Alpha Reconstruction Change Order No. 1 - Final Reconciliatory Total Contract Price: Original $6,930,292.34 CO1 -$155,837.34

You are hereby requested to comply with the following changes from the contract plans and specifications:

Item No. (1)	Description of changes – quantities, units, Unit price, change in completion schedule, etc. (2)	Decrease in Contract price (3)	Increase in Contract price (4)
	Item CO 1.01 is required to reconcile the final as-constructed quantities. Also, 128 calendar days for weather and 0 calendar days for documented construction changes for the project are being added to the contract.		
CO 1.01	Reconcile final as-constructed quantities to those shown under the "Quantity Completed to Date" column on pay estimate 17 dated August 29, 2024.	$155,837.34	
	Change in contract price due to this Field Order:		
	Total Decrease	$155,837.34	
	Total Increase		$0.00
	Difference between Columns (3) and (4)	$155,837.34	
	Net (~~increase~~) (decrease) (~~unchanged~~) in contract price	$155,837.34	

The sum of $155,837.34 is hereby (~~unchanged~~) (~~added to~~) (deducted from) the total contract price, and the total adjusted contract price to date thereby is $6,774,455.00.

The time provided for completion in the contract is (~~unchanged~~) (increased by) (~~decreased by~~) 128 calendar days for a new total time provided for completion of 428 calendar days. This document shall become an amendment to the contract and all provisions of the contract will apply hereto.

Recommended by (Engineer)	J.A. McKay KSA Engineers, Inc.	8/29/2024 Date
Accepted by (Contractor)	Kelsi L Kesthayo Reynolds & Kay, LTD.	8/29/2024 Date
Approved by (Owner)	City of Tyler	Date

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-16

Date: October 23, 2024

Subject: Request that the City Council consider authorizing the City Manager to approve the Co-op and Sole Source Purchasing list whereby the City of Tyler can take full advantage of purchasing any and all items available through the cooperative.

Item Reference:

The State of Texas Local Government Code "Subchapter F. Cooperative Purchasing Program" provides a mechanism for cities to contract with vendors for the purchase of materials, supplies, services and/or equipment as an alternative to a lengthy sealed bid process. The City of Tyler has been participating in the usage of the various cooperative agreements and boards. The City is able to purchase specifically designated items through the pricing obtained by the cooperatives.
This arrangement has benefited the City in several ways:
1. Lower costs for items through combined purchases
2. Increased convenience by requiring less staff time for using the prices already available rather than having to go through
the bidding process
3. Receiving rebates at the end of the year
The contracts/pricing can be used to satisfy state law bidding requirements in the same manner as purchasing through the state price lists or other governmental entity lists that are available. Staff can compare the prices available and make recommendations that best suit the City's needs. The fleet maintenance program purchases numerous parts to maintain various units in the fleet. Requirements will be ordered as needed by the City of Tyler.
See attached list.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to approve the Co-op and Sole Source Purchasing list whereby the City of Tyler can take full advantage of purchasing any and all items available through the cooperative.

Attachments:
sole source coop vendor sheet 2025

Drafted/Recommended By:
Department Leader Stan Stoffregen Fleet Manager

Edited/Submitted By:
City Manager

Vendor Name	Product	Buy Board	Sourcewell	HGAC	TCPN	TXMAS	TIPS	1st Choice	Sole Source	Omnia Partners Coop	Sherrif's association of Texas	Tarrant County Sherriff Asscociation
Aaxion Inc., of Tyler, TX	Parker Fittings and Hoses								Local Dealer			
AutoZone	Automotive/Truck Parts and Supplies	715-23 11/30/2026								r211201 12/31/26		
Stalker Radar	Stalker Radar systems	703-23 exp 5/31/26										
ASCO Equipment of Tyler, TX	CASE Equipment Parts and Service	685-22 exp 11/30/2025										
Bond Equipment Company, of Dallas, TX Battle Motor	CCC / battle Truck Parts and Service	723-23 11/30/26	032824crn 07/09/28									
Caldwell Country Ford / Chevrolet	All Light, med. Heavy duty vehicles, police unit	723-23 med heavy 11/30/26 light 724-23 11/30/26										2023-016
Case Equipment	CASE Equipment Parts and Service		011723-cnh 4/14/27									
Certified utility Hydraulics of Frankston , Texas	Aerial lift repair								local dealer			
Curbtender	Refuse trucks		093021-crm 11/6/25									
Daco Fire Equipment	Fire Trucks and apperatus	698-23 exp 3-31-26										
Dana Safety Supply inc.	Emergency Vehicle upfits and equipment mobile command	714-23 exp 8/31/2026									x	x
Doggett Freightliner of South Texas	med and heavy duty trucks , police motorcycles	723-23 11/30/26					200802 exp 10-31-23					

Doggett Machinery	Construction John Deere parts and service	685-22 exp 11/30/25										
East TX Mack Sales, LLC, of Dallas, TX	Mack Truck Parts and Service		032824-mak 07/09/2028				230802 10/31/26					
Empire Paper	Janitorial and paper products	683-22 11/30/25					230103 exp 3/31/2026					
Fastenal Company, of Tyler, TX	Automotive/Truck Parts and Supplies		091422-fas 11/18/26							r-92001 exp 3-31-25		
Ford MC	Ford vehicles		101520-FMC 12/14/25									
Fuelman	Fuelcards									r211101 12/31/26		
Galileo Technologies of Arcadia, CA	Nanobox CNG Station Parts and Service								OEM			
Gillig LLC, of San Francisco, CA	Bus Parts								OEM			
Goodyear	tires and service	729-24 2/28/27					230604 8/31/26					
Goolsbee Tire, of Tyler, TX	Tires and Service						230403 exp 6/30/2026					
Grainger INC. of Palatine, IL	Supplies and Equipment	657-21 11/30/24										
GT Distributors	Police Patrol Equipment	698-23 exp 3/31/2026										
Hall Volvo of Tyler, TX	Truck Parts and Service		032824-naf 7/29/28						OEM			
Heil of Texas, of Dallas, TX	Heil Refuse Body Parts	686-22 exp 11/30/2025	110223-THC 12/28/27									
Hino Trucks	Hino Trucks						230802 exp 10-31-26					
Holt Cat	Construction equipment	685-22 exp 11/30/2025	011723-cat 4/14/27									

Holt Truck Group	International trucks	687-22 trailer 11/30/25	032824-nvs 7/9/28						OEM			
Industrial Disposal Supply, of Plano, TX	Equipment and Parts	686-22 exp 11/30/25	111522 tym 2/3/27									
John Deere Co	Ag and contruction John Deer parts and service	706-23 exp 5/31/2026										
Kinloch Equipment & Supply, Inc., of Pasadena, TX	Parts and Service	685-22 686-22 exp 11/30/2025 676-22 exp 11/30/2025	093021-elg 11/16/25 120721 raw 11/17/26									
Lift Truck Supply, of Tyler TX	Forklift parts and service								Local certified provider			
Lone Star Harley Davidson of Tyler, TX	Motorcycle Service and Parts								Local service provider			
LOWE Tractor and Equipment, of Tyler, TX	Kubota Parts and Service	685-22 exp 11/30/25 706-23 exp 5/31/26	ag 082923-kba 10/11/27 ground 031121-kba 4/30/25 utillity 122220-kba 11/29/25						Local OEM			
Lytx, Inc. of Los Angeles, CA	DriveCam cameras and Supplies		020221dci 3/26/25						OEM			
Mansfield oil			121522-MNF 2/10/27									
Metro Fire Apparatus specialist	Fire trucks and apparatus	698-23 exp 3/31/26										

Model 1 Commercial Vehicles	Bus Parts and Service	722-23 11/30/26										
MSC Industrial Supply Co., of St Louis, MO	Auto Parts	657-21 11/30/24	091422-MSI 11/8/26									
Multiseal Corp., of Spring TX	Environmentally friendly tire sealant	636-21 exp 2/29/24							OEM			
Napa	Misc parts		032521-GPC 5/14/26									
New Way	Trash truck and parts		110223-NWY 12/28/27									
Nextraq LLC	GPS logistics and software	715-23 11/30/26										
Orielly Auto Parts	Misc auto parts		032521-ORA 5/19/25				230604 exp 8/31/26					
Patterson Dodge, of Tyler TX	Dodge, Ram OEM parts and service								OEM			
Peltier Ford, of Longview TX	Ford Heavy Duty Truck Parts and Service								OEM			
Peltier Enterprises, of Tyler TX	Chevrolet and Nissan OEM parts and service								OEM			
Professional Turf Products of Euless, TX	Toro Equipment Parts and Service	705-23 exp 5/31/26	031121-ttc 04/30/25									
Pro Vision	camera system	696-23 3/31/26							OEM			
PSI JF Petroleum group	fuel pump / tank repair	673-22 exp 6/20/25	Sourcewell contract 092920-jfa 12/7/25									
Reliance Truck and Equipment	Labrie body and parts	686-22 exp 11/31/2025	110223-LEG 12/28/27						OEM			
Rehrig Pacific Company, of Dallas, TX	Containers, Carts, and Parts									#00254 exp 9/30/2026		

Romco	Volvo Equipment	685-22 exp 11/30/25	011723-vce 04/14/27						OEM			
Rush Truck Center, of Tyler TX	CNG Truck Parts and Repair, hino,peterbuilt, ford,dennis eagle	723-23 11/30/26	032824-rtg 7/9/28						OEM			
Siddons McNeilus Truck & Manufacturing, Inc., of Hutchins, TX	Parts and Service	686-22 exp 11/30/25	110223-MCN 12/28/2027									
Siddons Martin	Fire trucks and apparatus	698-23 exp 3/31/26										
Silsbee Ford	light duty and police vehicles	724-23 11/30/26										
Southern Tire, of Tyler, TX	Tires and Supplies	729-24 2/28/27					230403 exp 6/30/26					
Stewart & Stevenson Inc. of Dallas, TX	Allison Transmission parts and service								OEM			
Syn-Tech Systems, of Tallahassee FL	Fuel Master OEM parts and service								OEM			
Terex Utilities, of Fort Worth TX	Terex Bucket truck OEM parts and service								OEM			
Tremco Products, of North Billerica MA	Police Anti-theft systems								OEM			
Tyler Ford, of Tyler TX	Ford OEM parts and service								OEM			
Tyler Truck Center, of Tyler, TX	Truck Parts and Service								OEM			
United Ag & Turf Inc. of Tyler, TX	John Deere Tractor Parts and Service	685-22 exp 11/30/25							OEM			
Versalift Southwest, of Waco TX	Versalift Bucket truck OEM parts and service								OEM			

Waukesha-Pierce IND., INC of Dallas, TX	Gradall Parts and Service		011723-grd 4/14/27						OEM			
Warren Truck and Trailer	Heavy duty trailer/parts								OEM			
Wastequip	solidwaste container and truck parts		040621-WQI									

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-17

Date: October 23, 2024

Subject: Request that the City Council consider authorizing the City Manager to execute a construction contract in the amount of $53,930.00 with Advanced Water Well Technologies for the Well Camera Survey Project.

Item Reference:

Between July 18 and 22, 2022, 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.

If the camera survey is done on each well and the casing of the well is found to be in a non-deteriorated state, the well can simply be capped instead of plugged. This method of taking the well offline is significantly cheaper than plugging the wells and still allows the City to have access to the wells if needed in the future. However, to bring the wells back online, there will still need to be significant maintenance done before it will be able to be put back in service. Additionally, if the well is capped, it will have to be camera surveyed every five years.

Advanced Water Well Technologies has provided a quote through BuyBoard to camera survey all of the City's eleven wells.

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to execute a construction contract in the amount of $53,930.00 with Advanced Water Well Technologies for the Well Camera Survey Project.

Attachments:
Well Plugging Camera Survey Quote

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

Edited/Submitted By:
City Manager

ADVANCED WATER WELL TECHNOLOGIES

QUOTATION

14394 E INTERSTATE HWY 10
CONVERSE, TX 78109
OFFICE: (830) 865-2362

PROJECT NAME / NUMBER: WELL PLUGGING
QUOTATION NUMBER: 20240912-JW1
DATE: 9/24/2024
CUSTOMER P.O. NUMBER: -

CUSTOMER NAME: CITY OF TYLER
ADDRESS (LINE 1): -
ADDRESS (LINE 2): -
PHONE NUMBER: -
EMAIL ADDRESS: -

PRIMARY SCOPE OF WORK: **PULL AND CAMERA SURVEY** *SALES REP:* *Chris Richey*

No.	DESCRIPTION	Unit	Price	Line Total
1	WELL #2 FIELD LABOR HOURS TO MOBILIZE FROM WELL TO WELL. RIG UP AND DISCONNECT ELECTRICAL AND PLUMBING. PULL THE PUMPING EQUIPMENT AND STACK ON SITE. SECURE WELL AND CLEAN SITE. DEMOBILIZE TO NEXT WELL.	8	$300.00	$ 2,400.00
2	WELL #2 CAMERA SURVEY	1	$ 900.00	$ 900.00
3	WELL #4R FIELD LABOR HOURS TO MOBILIZE FROM WELL TO WELL. RIG UP AND DISCONNECT ELECTRICAL AND PLUMBING. PULL THE PUMPING EQUIPMENT AND STACK ON SITE. SECURE WELL AND CLEAN SITE. DEMOBILIZE TO NEXT WELL.	10	$300.00	$ 3,000.00
4	Well #4R CAMERA SURVEY	1	$900.00	$ 900.00
5	WELL #5 FIELD LABOR HOURS TO MOBILIZE FROM WELL TO WELL. RIG UP AND DISCONNECT ELECTRICAL AND PLUMBING. PULL THE PUMPING EQUIPMENT AND STACK ON SITE. SECURE WELL AND CLEAN SITE. DEMOBILIZE TO NEXT WELL.	8	$300.00	$ 2,400.00
6	WELL #5 CAMERA SURVEY	1	$900.00	$ 900.00
7	WELL #7 FIELD LABOR HOURS TO MOBILIZE FROM WELL TO WELL. RIG UP AND DISCONNECT ELECTRICAL AND PLUMBING. PULL THE PUMPING EQUIPMENT AND STACK ON SITE. SECURE WELL AND CLEAN SITE. DEMOBILIZE TO NEXT WELL.	8	$300.00	$ 2,400.00
8	WELL #7 CAMERA SURVEY	1	$900.00	$ 900.00
9	WELL #8 FIELD LABOR HOURS TO MOBILIZE FROM WELL TO WELL. RIG UP AND DISCONNECT ELECTRICAL AND PLUMBING. PULL THE PUMPING EQUIPMENT AND STACK ON SITE. SECURE WELL AND CLEAN SITE. DEMOBILIZE TO NEXT WELL.	9	$ 300.00	$ 2,700.00
10	WELL #8 CAMERA SURVEY	1	$ 900.00	$ 900.00
11	WELL #10 FIELD LABOR HOURS TO MOBILIZE FROM WELL TO WELL. RIG UP AND DISCONNECT ELECTRICAL AND PLUMBING. PULL THE PUMPING EQUIPMENT AND STACK ON SITE. SECURE WELL AND CLEAN SITE. DEMOBILIZE TO NEXT WELL.	7	$ 300.00	$ 2,100.00
12	WELL #10 CAMERA SURVEY	1	$ 900.00	$ 900.00
13	WELL #11 FIELD LABOR HOURS TO MOBILIZE FROM WELL TO WELL. RIG UP AND DISCONNECT ELECTRICAL AND PLUMBING. PULL THE PUMPING EQUIPMENT AND STACK ON SITE. SECURE WELL AND CLEAN SITE. DEMOBILIZE TO NEXT WELL.	7	$ 300.00	$ 2,100.00
14	WELL #11 CAMERA SURVEY	1	$ 900.00	$ 900.00
15	WELL #12 FIELD LABOR HOURS TO MOBILIZE FROM WELL TO WELL. RIG UP AND DISCONNECT ELECTRICAL AND PLUMBING. PULL THE PUMPING EQUIPMENT AND STACK ON SITE. SECURE WELL AND CLEAN SITE. DEMOBILIZE TO NEXT WELL.	8	$ 300.00	$ 2,400.00
16	WELL #12 CAMERA SURVEY	1	$ 900.00	$ 900.00
17	WELL #14 FIELD LABOR HOURS TO MOBILIZE FROM WELL TO WELL. RIG UP AND DISCONNECT ELECTRICAL AND PLUMBING. PULL THE PUMPING EQUIPMENT AND STACK ON SITE. SECURE WELL AND CLEAN SITE. DEMOBILIZE TO NEXT WELL.	8	$ 300.00	$ 2,400.00
18	WELL #14 CAMERA SURVEY	1	$ 900.00	$ 900.00
19	WELL #15 FIELD LABOR HOURS TO MOBILIZE FROM WELL TO WELL. RIG UP AND DISCONNECT ELECTRICAL AND PLUMBING. PULL THE PUMPING EQUIPMENT AND STACK ON SITE. SECURE WELL AND CLEAN SITE. DEMOBILIZE TO NEXT WELL.	10	$ 300.00	$ 3,000.00
20	WELL #15 CAMERA SURVEY	1	$ 900.00	$ 900.00
21	WELL #17 FIELD LABOR HOURS TO MOBILIZE FROM WELL TO WELL. RIG UP AND DISCONNECT ELECTRICAL AND PLUMBING. PULL THE PUMPING EQUIPMENT AND STACK ON SITE. SECURE WELL AND CLEAN SITE. DEMOBILIZE TO NEXT WELL.	10	$ 300.00	$ 3,000.00
22	WELL #17 CAMERA SURVEY	1	$ 900.00	$ 900.00
23	FIELD LABOR HOURS TO MOBILIZE RIG AND TRUCK WITH CREW FROM AWWTEC SHOP TO LOCATION. DEMOBILIZE ALL EQUIPMENT FROM THE LOCATION TO AWWTEC SHOP.	20	$ 300.00	$ 6,000.00
24	FIELD LABOR HOURS TO MOBILIZE CAMERA TRUCK/TRAILER FROM AWWTEC SHOP TO THE LOCATION. DEMOBILIZE ALL EQUIPMENT FROM THE LOCATION BACK TO AWWTEC SHOP.	10	$ 225.00	$ 2,250.00
25	FUEL SURCHARGE FOR ALL THE EQUIPMENT	1	$ 1,280.00	$ 1,280.00
26	PER DIEM FOR CREW	12	$ 550.00	$ 6,600.00
27	BUYBOARD #672-22			
28	ALL FIELD LABOR HOURS TO PULL THE PUMPING EQUIPMENT ARE ESTIMATED FROM THE STATE WELL REPORTS. THIS IS DUE TO NO NEWER INFORMATION BEING AVAILABLE. THE HOURS MAY VARY AND THE ACTUAL HOURS WILL BE REFLECTED ON THE FINAL INVOICE.			

Taxable (Yes/No) : TBD Tax Rate: TBD % *Applicable sales tax will be charged when invoiced.*

Subtotal: $ 53,930.00
Sales Tax: $ -
Total: $ 53,930.00

ALTERNATES:

Alt.1			$ -	$ -
Alt.2			$ -	$ -

Subtotal with Alternate: $ 53,930.00
Sales Tax with Alternate: $ -
Total with Alternate: $ 53,930.00

Regulated by:
Texas Department of Licensing and Regulation
PO Box 12157 Austin, TX 78157 1-800-803-9202

SHIPMENT:

SHIPPING DETAILS:
Proposed Start Date:

All prices above are subject to Federal, State and Local Sales Taxes.
This quotation will automatically expire if Purchaser does not deliver a written acceptance to this contract by: 30 DAYS

Advanced Water Well Technologies
14394 E INTERSTATE HIGHWAY 10
CONVERSE, TX 78109
(Contractor)

ACCEPTANCE OF THIS CONTRACT: The above prices, specifications, and conditions are satisfactory to the purchaser and are hereby accepted with signature below, Fax, Email, or verbal conformation. Purchaser authorizes Advanced Water Well Technologies ("AWWT") and its subcontractors to do the work as specified. All work is to be completed as specified and according to standard industry practices. Any additional work or materials required due to unknown well conditions will result in an extra charge over and above the estimate. Our workers are fully covered by Workman's Compensation Insurance. We warranty our craftsmanship against craftsmanship defects for one year; defects to be determined on a case by case basis by AWWT. There is a manufacturers warranty on equipment for one year. The manufacturer determines if the equipment will be warrantied or not on a case by case basis. Payment is due upon receipt of invoice and balances past due after 30 days are subject to 15% interest per annum.

PURCHASER: _____ ADDRESS (LINE 1): _____

SIGNATURE: _____ ADDRESS (LINE 2): _____

DATE: _____ PHONE NUMBER: _____

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-18

Date: October 23, 2024

Subject: Request that the City Council consider authorizing the City Manager to execute the annual Interlocal Agreement with the Northeast Texas Public Health District (NETHealth) for City support services to the District for FY 2024-25.

Item Reference: **Interlocal Cooperation Act; Texas Government Code Chapter 791; Approval of Budget by City Council on 9/11/24.**

The City of Tylerâ€™s funding for health services by the Northeast Texas Public Health District for Fiscal Year 2024-25 in the amount of $200,000 was approved by the City Council on 9/11/24.

Each year, the City enters into an Interlocal Agreement with the Health District for the City to provide certain support services to the District. These include disposal of property, equipment maintenance, and support, prosecution of certain citations, personal and real property matters, and mail service. This Agreement will also be considered by the Northeast Texas Public Health Board.

RECOMMENDATION:

Request that the City Council consider authorizing the City Manager to execute the annual Interlocal Agreement with the Northeast Texas Public Health District (NETHealth) for City support services to the District for FY 2024-25.

Attachments:
NETPHD Interlocal Agreement 2024.2025

Drafted/Recommended By:
Department Leader Deborah Pullum

Edited/Submitted By:
City Manager

STATE OF TEXAS	**§**	**INTERLOCAL AGREEMENT BETWEEN NORTHEAST TEXAS PUBLIC HEALTH DISTRICT AND CITY OF TYLER**
COUNTY OF SMITH	**§**	

WHEREAS, the City of Tyler (hereafter "City") and Smith County have previously created the Northeast Texas Public Health District, aka NET Health, (formerly Smith County Public Health District (hereafter "District" or "NETHealth") by agreement dated September 13, 1993; and

WHEREAS, the District desires the City to provide or make available certain maintenance and support services;

WHEREAS, the Tyler City Council approved its annual budget on September 11, 2024, and this Agreement on October 23, 2024; and

WHEREAS, the NET Health Board approved this Agreement on_____, 2024;

NOW, THEREFORE, in consideration of the responsibilities and benefits contained herein, the parties hereto make the following agreements:

I. TERM OF AGREEMENT-MODIFICATION OF TERMS

The provisions and agreements set forth herein shall be in effect until September 30, 2025. It is the parties' intent to review all matters set forth prior to September 30, 2025, and to modify this agreement as is necessary or as is mutually desirable by the parties. The agreements set forth may not be modified, amended or deleted except in writing and signed by both parties, and approved by the governing bodies of both parties. Any such written contract modification shall be attached to this original agreement as an exhibit and shall state the effective date of the modification(s) described.

II. CITY SERVICES PROVIDED

The parties agree, in furtherance of the District's purposes as an independent stand-alone entity under terms of the Smith County Public Health District Cooperative Agreement dated September 13, 1993, that the City shall provide certain defined services below:

A. Disposal of Property

The District may request that District surplus personal property items be disposed of pursuant to the City's public auction procedures. The City Purchasing Department shall notify the District of all public auction dates and the District shall follow all City policies and procedures where there is a need to dispose of obsolete, excess, damaged or other surplus personal property items through the City's public auction procedure. The District shall deliver all items to the City Purchasing Agent or designee which is identified for public auction.

The District, as a political subdivision of the State, may also choose to transfer any surplus property to any other political subdivision of the State, on proper agreement with that transferee entity, and pursuant to state law for such transfers.

B. Equipment Maintenance and Support

The City shall provide District equipment maintenance through the City's maintenance agreements for typewriters, word processors, calculators, other related office machines, and vehicles used by the District, if requested and at cost. Where an item of equipment in need of maintenance falls outside the warranty period and costs are associated with the repair of the item, the City shall, upon invoice from the City's maintenance provider, invoice the

District for all costs associated with that maintenance or repair. The District shall remit payment due to the City when requested.

C. Prosecution of District Citations or Complaints and Collection of Fines—Municipal Court Services

The District shall have the right to file all health-related citations and complaints occurring within the corporate limits of the City of Tyler at the City's Municipal Court. All amounts recovered shall be placed into the City's General Fund. The Municipal Court shall keep a written account of all fines recovered as related to District citations and complaints and to make that information available on request by the District.

The District shall make available all witnesses for scheduled court dates, where necessary, and to provide all relevant information on a given citation or complaint at the time of filing. Further, the District shall meet all reasonable requests by the City Prosecutor in preparing a case for prosecution. The City Prosecutor retains all prosecutorial immunities under law in providing such services to the District and shall have the sole authority to determine whether a case should be prosecuted. The District can, at any time following the filing of a citation or complaint, request dismissal of a case by notifying the City Prosecutor who retains the sole authority to determine whether a case is dismissed. If such a determination is made by the City Prosecutor, the Prosecutor will be responsible for ensuring that the case is properly dismissed pursuant to Municipal Court procedures.

Where applicable, the Court shall have the same authority to issue and serve warrants related to District tickets and complaints as it does for City-generated citations and complaints.

D. Personal and Real Property Ownership

For the term of this agreement, all personal and real property ownership rights shall be retained by the City. Ownership of personal property currently owned by the City may be transferred to the District during the term of this agreement, but only if supported by written instrument, to be signed by both parties and if approved by both governing bodies.

E. Mail Service Pick Up and Delivery and Metering.

City shall provide daily mail pickup and delivery service. City shall also meter postage subject to reimbursement by District upon receipt of a bill.

III. LIABILITY OF PARTIES RETAINED

The parties, as independent political subdivisions of the State, cannot indemnify each other for any claims, damages, judgments, costs, or expenses arising out of the sole or partial negligent or intentional act or omission by the other. To the extent permitted by law, the parties agree to provide indemnity to the extent that the act or omission giving rise to any claims, damages, judgments, costs or expenses is the fault of the indemnifying party. The City, in providing these administrative and support services to the District, does not assume liability on behalf of the District and the District shall remain obligated to comply with all state, local and federal laws in terms of any service provided herein.

IV. MEDIATION AGREEMENT

Should a legal dispute arise out of the performance of this agreement, the parties shall in good faith attempt to resolve those issues informally, and upon failure to do so shall mediate the dispute prior to any litigation. In this event, the parties shall hire a neutral third-party mediator with no vested or future interest in the outcome of the dispute and shall split all associated costs of mediation between the parties. The agreement to mediate is binding as a required step prior to any litigation commencement and the parties will in good faith make every attempt to resolve the dispute without court intervention.

Where in the opinion of the City Manager or the District's CEO, mediation of a dispute is recommended, that recommendation shall be presented to the City Council and District Board respectively. The City Council and District

Board shall be fully briefed on the reasons for mediation and is subject to prior authorization of associated costs by each governing body.

This agreement shall be governed by the laws of the State of Texas. Venue for any legal proceeding involving this agreement shall be in the courts of Smith County, Texas, for State law issues, and in the Eastern District of Texas, Tyler Division, for federal law issues.

Executed this _____ day of_____, 2024.

ON BEHALF OF CITY OF TYLER:

BY: _____
EDWARD BROUSSARD,
CITY MANAGER

ATTEST:

_____
CASSANDRA BRAGER, CITY CLERK

APPROVED:

_____
DEBORAH G. PULLUM, CITY ATTORNEY

ON BEHALF OF NORTHEAST TEXAS PUBLIC HEALTH DISTRICT:

BY: _____
GEORGE ROBERTS, CEO

ATTEST:

_____
BOARD SECRETARY

Notary Statement for Northeast Texas Public Health District

STATE OF TEXAS §
COUNTY OF SMITH §

This instrument was acknowledged before me on the____ day of _____, 2024 by _____, on behalf of Northeast Texas Public Health District.

_____
Notary Public in and for the State of Texas

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-19

Date: October 23, 2024

Subject: Request that the City Council consider authorizing the City Manager to approve Change Order #1 with Propipe, LLC , that will increase the contract amount by $296,000.00 for Group 7 Cleaning and Closed Circuit Television (CCTV), Bid 23-043.

Item Reference: **Item M-6 Council Meeting 05/24/23; EPA Consent Decree Eff. April 2017**

The City of Tyler has entered into a Consent Decree with the United States Environmental Protection Agency (EPA) and the Texas Commission on Environmental Quality (TCEQ), effective April 10, 2017. As such, the City is required to access and perform assessments of its sanitary sewer collection system assets, i.e. manholes, gravity mains, lift stations, force mains, and air-release valves (ARVs). The seventh group (year seven (7)) of the Consent Decree work continues with the cleaning and CCTV inspection of sanitary sewer lines across the City. The City was divided into basins to correspond with components of the capacity model, and then basins were prioritized according to criticality and size.

Bid 23-043 was awarded on May 24, 2023 and the work is substantially complete. This contract focused inspection and cleaning on small diameter lines (less than 18-inch) in Basin 20.

Change Order #1 consists of miscellaneous additional Cleaning and CCTV across the City. The additional work cost is $296,000.00.

Original Project Cost: $1,665,779.50
CO #1: $296,000.00
Current Project Cost: $1,665,779.50 (~22% increase)

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to approve Change Order #1 with Propipe, LLC , that will increase the contract amount by $296,000.00 for Group 7 Cleaning and Closed Circuit Television (CCTV), Bid 23-043.

Attachments:
Change Order 1 Group 7 CCTV Propipe

Drafted/Recommended By:

Department Leader Tiffany Currie, PE / Kate Dietz, PE, Director of Utilities

Edited/Submitted By:
City Manager

FIELD WORK ORDER

PROJECT NAME: Group 7 Cleaning and Closed Circuit Television (CCTV) - Basin 20

DATE: 10/10/2024

CONTRACTOR: Pro-Pipe Inc

BID NUMBER: 23-043

ADDRESS: 2506 W Marshall Drive
Grand Prairie, TX 75051

PHONE NO.: 817-513-7261

Total Contract Price:		
Original:	$	1,369,779.50
Previous FWO/CO	$	-
Current:	$	1,369,779.50

Item No.	Description of Changes	Decrease in Contract Price	Increase in Contract Price
WO16.01	Add Item 16.01 Clean 6-18" Wastewater Line - Increase quantity by 80,000 LF x $2.00/LF		$ 160,000.00
WO17.01	Add Item 17.01 CCTV 6-18" Wastewater Line - Increase quantity by 80,000 LF x $1.70/LF		$ 136,000.00

Total Increase	$	296,000.00
Revised Contract Amount	**$**	**1,665,779.50**

RECOMMENDED FOR APPROVAL: Tiffany Currie., P.E.
Project Engineer

Date

ACCEPTED: Pro-Pipe, LLC
Contractor

Date