CITY COUNCIL AGENDA

Wednesday, August 13, 2025
9:00 am

CITY OF TYLER
A Natural Beauty

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

CITY COUNCIL MEETING AGENDA

CITY COUNCIL CHAMBERS - CITY HALL

City Hall, City Council Chambers
212 N. Bonner Avenue, 2nd Floor
Tyler, Texas
Follow us on Facebook Live at:
https://www.facebook.com/CityofTylerTexas/
Wednesday, August 13, 2025
9:00 am

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

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AMERICANS WITH DISABILITIES ACT NOTICE

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

COURTESY RULES

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

INVOCATION

PLEDGE OF ALLEGIANCE

MINUTES

Request that the City Council consider approving the minutes of the regular called meeting of the City Council of the City of Tyler, Texas, held on June 25, 2025.

PRESENTATION

P-1 Request that the City Council:
1) Consider receiving a presentation of the Fiscal Year 2025-2026 Proposed Budget;
2) Consider voting to place proposals to adopt an ad valorem tax rate and adopt the final fiscal year 2025-2026 budget as action items for the September 10, 2025 City Council meeting, and;
3) Consider voting to schedule public hearings on the proposed property tax rate and the proposed budget on the agendas for the August 27, 2025 and September 10, 2025 City Council Meetings.

ORDINANCE

O-1 Request that the City Council consider adopting an Ordinance amending Tyler City Code Chapter 12 by updating certain fees related to Tyler Pounds Regional Airport, including land lease rates for areas surrounding the North Terminal Site, fuel farm land rental fees, fuel flowage fee and the maximum daily parking fee for long-term parking, and making other clean-up and formatting changes.

MISCELLANEOUS

M-1 Request that the City Council consider authorizing the City Manager to execute an Engineering Services Contract, in an amount not to exceed $2,806,600, with Pape Dawson Consulting Engineers LLC for the Consent Decree Group 8 Remedial Measures Implementation and to adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt.

M-2 Request that the City Council consider authorizing the City Manager to execute a construction contract for the Settlers Landing/Centennial Parkway Extension project to Fritcher Construction for a total contract price of $1,176,983.40 and authorize funding from the Wayfare Cumberland Park escrow account to pay for the Centennial Parkway extension.

M-3 Request that the City Council consider authorizing the City Manager to execute a contract with C&A Construction, LLC in the amount of $16,179,339.80 for the Consent Decree Capacity Work Group 2 Sewer Site 13c1 Improvements, Bid 25-072 and to adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt.

M-4 Request that City Council consider authorizing the City Manager to execute the Development Agreement between the City of Tyler and the Tyler Economic Development Council (TEDC) for the development of the 282-acre Wisenbaker

Tract, with a total cost to the City for the sanitary sewer improvements of not to exceed $992,353.84.

CONSENT

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

C-A-1 Request that the City Council consider authorizing the City Manager to ratify a reconciliation change order that will increase the contract amount by $28,700.00 and the release of final retainage payment in the amount of $33,874.10 to Gracon Construction, Inc. for the construction of the Southside Wastewater Treatment Plant Improvements.

C-A-2 Request that the City Council consider authorizing the City Manager to execute a construction contract with Rub-A-Dub Plumbing, for the construction of the VES Sewer Line Replacement Project in the amount of $170,269.00.

C-A-3 Request that the City Council consider authorizing the City Manager to execute Change Order No. 1 for the Shackleford Creek Lift Station Improvements project (24-017) in the amount of $29,964.00 to increase the total contract amount to $1,422,145.00 for additional Stormwater Pumping Capacity.

C-A-4 Request that the City Council consider authorizing the City Manager to approve the purchase of one Rough Terrain Vehicle (RTV) from Lowe Tractor for the Airport for a total purchase price of $14,060.64 through Sourcewell Contract #12624-kba.

C-A-5 Request that the City Council consider authorizing the City Manager to ratify the contract with Hi-Lite Airfield Services LLC, for $72,322.10 to repaint the surface painted markings on Runway 13-31 at Tyler Pounds Regional Airport.

C-A-6 Request that the City Council consider authorizing the City Manager to execute Work Order #6 on Contract #104066 to KSA Engineers, Inc., to provide engineering services for the Air Traffic Control Tower (ATCT) Environmental Assessment for a total cost of $198,220.00 at Tyler Pounds Regional Airport.

C-A-7 Request that the City Council consider authorizing the City Manager to execute the second contract extension with USIC Locating Services, LLC for locating and marking water, sewer, and stormwater underground facilities in a new contract amount not to exceed $500,000, Buyboard Contract Number 632-20.

C-A-8 Request that the City Council consider authorizing the City Manager to approve Change Order #1 with C&A Construction, LLC that will increase the contract amount by $1,612,104.00 for the Consent Decree Group 5 Remedial Measures Open Cut, Bid 23-039.

CITY MANAGER'S REPORT

EXECUTIVE SESSION

The City Council may go into Executive Session regarding any item posted on the Agenda as authorized by Title 5, Chapter 551 of the Texas Government Code. Notice is hereby given that the City Council may go into Executive Session in accordance with the following provisions of the

Government Code: Under Tex. Gov't Code Section 551.074 "Personnel Matters" deliberation regarding the following: The employment, duties and evaluation of the City Manager. Any final action by the City Council will be taken in open session.

ADJOURNMENT

MINUTES OF THE REGULAR CALLED MEETING OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS
June 25, 2025

A regular called meeting of the City Council of the City of Tyler, Texas, was held Wednesday, June 25, 2025 at 9:00 a.m. in the City Council Chambers, 2nd floor of City Hall, Tyler, Texas, with the following present:

Mayor:	Don Warren
Mayor Pro Tem:	Lloyd Nichols
Councilmembers:	Stuart Hene (absent)
	Petra Hawkins
	Shonda Marsh
	James Wynne
	Brad Curtis
City Manager:	Edward Broussard (absent)
Deputy City Manager:	Stephanie Franklin
Asst. City Manager:	Heather Nick
City Attorney:	Deborah G. Pullum
Deputy City Attorney:	Steve Kean
Director of Organizational Development:	Regina Y. Moss
Airport Manager:	Stephen Thompson
Planning Director:	Kyle Kingma
City Fire Chief:	David Coble
Code Enforcement Manager:	Chris Lennon
Compliance Engineer:	Paul Neuhaus
Housing Manager of Neighborhood Services:	Prentice Butler
Police Chief:	Jimmy Toler
Engineering Technician:	Nikki Ingram
Project Engineer:	Cody Bain
Director of Utilities:	Kate Dietz
Director of Parks & Recreation:	Leanne Robinette
Transit Manager:	Russ Jackson
Senior Management Analyst:	Blake Cathey
City Clerk:	Cassandra Brager

INVOCATION

The Invocation was given by Mayor Pro Tem Nichols.

MINUTES

Motion by Councilmember Wynne to approve the May 14, 2025 minutes; seconded by Councilmember Hawkins; motion carried 6 - 0 & approved as presented.

AWARDS

A-1 Request that the City Council consider accepting the 2024 Tree City USA designation and Growth Award from the Arbor Day Foundation.

Luke Alfaro, Urban Forester/Arborist- Gave a brief update on the 2024 Tree City USA designation and Growth Award from the Arbor Day Foundation.

A-2 Requests that the City Council consider recognizing the following employee for his years of service and commitment to the City of Tyler. He represents 20 years of service with the City of Tyler.

Chris Lennon, Code Enforcement Manager, 20 years of service

ZONING

Z-1 Z25-014 NORTHCHASE DEVELOPMENT LLC (3895 NORTH BROADWAY AVENUE)
Request that the City Council consider adoption of an Ordinance approving a zone change from R-MF, Multi-Family Residential District to R-1B, Single-Family Residential District. **(O-2025-28)**

Motion by Councilmember Marsh; seconded by Councilmember Curtis; motion carried 6 - 0 & approved as presented.

Z-2 Z25-011 BEVERLY BANKS MONROE (441 AND 435 SOUTH ROSS AVENUE)
Request that the City Council consider adoption of an Ordinance approving a zone change from R-MF, Multi-Family Residential District to R-1D, Single-Family Detached and Attached Residential District. **(O-2025-29)**

Motion by Councilmember Hawkins; seconded by Councilmember Wynne; motion carried 6 - 0 & approved as presented.

Z-3 Z25-015 COLLEGE HILL BAPTIST CHURCH (1309 WEST HOUSTON STREET)
Request that the City Council consider adoption of an Ordinance approving a zone change from R-1B, Single-Family Residential District, and C-1, Light Commercial District to R-2, Two-Family Residential Duplex District. **(O-2025-30)**

Mayor Warren – Asked if the duplexes would be owned by the church?
Kyle Kingma, Planning Director- Stated that he was not sure. The plan is to subdivide the property into the individual lots, so he was not sure if they plan to keep the lots or not, but the applicant was there and could speak to that.

Jesse Ryder – Stated his name was Jesse Ryder.

Mayor Warren- Replied with hello, Mr. Ryder, when the duplexes are built, are they actually owned by the church, or will y'all be selling the duplexes to somebody else?

Jesse Ryder – Stated, "Yeah, the duplex will be owned by the church." What we kind of do is revitalize West Tyler. So, you know, we've got almost two acres of land that is just wooded, and so we thought we would do some duplexes that would be owned by the church.

Mayor Warren- Asked, Deborah. so when duplexes are owned by a church, does that make them exempt from paying property tax?

Deborah Pullum, City Attorney – Stated "I'm not certain about that. I believe so, but I'm not sure."

Councilmember Wynne -Stated, since the land would be owned by the church, which is a tax-exempt organization, I would think so.

Mayor Warren -Stated that his only fear is—and I like what you're doing—my fear is if you start having churches starting to build duplexes on church property and because they're non-profits, all of a sudden they are not taxable, I guess to school, to County, to City, then, I mean, that could be something that—I don't know—it could get out of hand quick. That's just me thinking. This is the first time I've known that we've done this.

Councilmember Hawkins- Asked Kyle if they had researched if there are other churches in Tyler that own the land that have properties on it. I'm sure there is.

Kyle Kingma, Planning Director: Stated, "Yes, I'm not familiar off hand with any subdivisions or residential lots owned by churches, but the property right now is owned—or owned by the church, I believe."

Mayor Warren -Asked Kyle if the ones that he was talking about are they exempt from paying any kind of tax that's owned by the church?

Kyle Kingma, Planning Director- Stated that he had not looked into it, but he could look into that.

Councilmember Wynne – Asked would the transition homes from PATH—would that be something similar? That PATH still owns, that someone occupies it, that is paying the note through PATH?

Mayor Warren – Stated, "I don't know."

Councilmember Hawkins -Stated that PATH, Habitat, all those are non-profits.

Deborah Pullum, City Attorney- Stated that's an Appraisal District question. I really don't know. The non-profits, you know, have different rules as well, and they may or may not pay. I do know that there are a good number of churches that do own residential lots and units. I know my church does. And the properties, if they are currently owned by the church, they're currently not paying taxes.

Councilmember Hawkins -Asked if this is for Senior living?

Mayor Warren -Heather, you've got an answer?

Heather Nick, Asst City Manager -Stated, so, okay, upon a search, it does appear that church-owned residential property is exempt, but it depends on how the property is being used. So, if it's being used, it may be exempt only if it's used for religious worship or related activities. So, if it's residential property and it's directly for religious purposes, such as housing a Minister or Clergy whose role is directly tied to the church, it could qualify for exemption. But if it's rented out or used for general housing, it is generally taxable.

Mayor Warren -Stated, Okay, great. Good answer. Thank you.

Councilmember Hawkins – Stated, now we know. Thank you.

Stephanie Rollings, Deputy City Manager – Stated that we can confirm all that, too, for the Council to give you some information.

MAYOR WARREN- Stated okay. You feel good about that, Heather?

Heather Nick, Asst City Manager- Stated, "Oh yes. I have a reference. I'll send it to Deborah."

Motion by Councilmember Hawkins; seconded by Councilmember Marsh; motion carried 6 - 0 & approved as presented.

Z-4 Z25-010 HERITAGE BAPTIST CHURCH OF TYLER (7720 SOUTH BROADWAY AVENUE)
Request that the City Council consider adoption of an Ordinance approving a zone change from R-1A, Single-Family Residential District, to C-1, Light Commercial District. **(O-2025-31)**

Motion by Councilmember Curtis; seconded by Mayor Pro Tem Nichols; motion carried 6 - 0 & approved as presented.

Z-5 Z25-013 SRK Group LLC (2901 COUNTY ROAD 2347)
Request that the City Council consider adoption of an Ordinance approving a zone change from R-MF, Multi-Family Residential District to C-2, General Commercial District. **(O-2025-32)**

Motion by Councilmember Wynne; seconded by Councilmember Hawkins; motion carried 6 - 0 & approved as presented.

Z-6 PD25-007 GENECOV WEST MUD CREEK LLC (8061 HOLLYTREE DRIVE)
Request that the City Council consider adoption of an Ordinance approving a zone change from R-1A, Single-Family Residential District to PUR Planned Unit Residential District with final site plan. **(O-2025-33)**

Motion by Councilmember Curtis; seconded by Mayor Pro Tem Nichols; motion carried 6 - 0 & approved as presented.

ORDINANCE

O-1 Request that the City Council consider adoption of an Ordinance approving the reappointment of a chairman and two members of the City of Tyler Tax Increment Reinvestment Zone No. 1 Board of Directors (TIRZ No. 1) **(O-2025-34)**

Motion by Councilmember Curtis; seconded by Mayor Pro Tem Nichols; motion carried 6 - 0 & approved as presented.

O-2 Request that the City Council consider adoption of an Ordinance approving appointments to the Boards of Directors of the Tax Increment Reinvestment Zone No. 3 (TIRZ No. 3) and Tyler Redevelopment Authority. **(O-2025-35)**

Motion by Councilmember Curtis; seconded by Councilmember Wynne; motion carried 6 - 0 & approved as presented.

O-3 Request that the City Council consider adoption of an Ordinance approving appointments to the Board of Directors of the Tax Increment Reinvestment Zone No. 4 (TIRZ No. 4). **(O-2025-36)**

Motion by Councilmember Curtis; seconded by Mayor Pro Tem Nichols; motion carried 6 - 0 & approved as presented.

O-4 Request that the City Council consider receiving a presentation on the Family Self-Sufficiency and Housing Choice Voucher Program's FY 2025-2026 Annual Plans and consider adoption of an ordinance related to approval thereof. **(O-2025-37)**

Mayor Warren- Stated that he would like a Bookmobile if it can be found in the budget.

Prentice Butler, Housing Manager – Gave a brief presentation on the Family Self-Sufficiency and Housing Choice Voucher Program's FY 2025-2026 Annual Plans.

Motion by Councilmember Curtis; seconded by Mayor Pro Tem Nichols; motion carried 6 - 0 & approved as presented.

MISCELLANEOUS

M-1 Request that the City Council consider authorizing the City Manager to execute a construction contract in the amount of $2,462,950.00 with Capps-Capco Construction, for the Westside Wastewater Treatment Plant Fast-Tracked Sludge Lagoon Rehabilitation Project and adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt. **(R-2025-40)**

Motion by Councilmember Curtis; seconded by Councilmember Wynne; motion carried 6 - 0 & approved as presented.

M-2 Request that the City Council consider authorizing the City Manager to execute a Capital Improvement Project (CIP) construction contract with Reynolds & Kay, LTD, for the 2025 Structure Flooding project for $1,277,421.00, Bid No. 25-023.

Motion by Councilmember Wynne; seconded by Mayor Pro Tem Nichols; motion carried 6 - 0 & approved as presented.

M-3 Request that the City Council hold a final Public Hearing and consider approval of the FY 2025-2026 Annual Action Plan for the Community Development Block Grant Program (CDBG) and the HOME Investments Partnerships Program (HOME), including approval of the proposed budgets and funding allocations for submission to the U.S. Department of Housing and Urban Development (HUD). **(O-2025-38)**

Larry Everett, Community Development Manager- Gave a brief update on the FY 2025-2026 Annual Action Plan for the Community Development Block Grant Program (CDBG) and the HOME Investments Partnerships Program (HOME).

Mayor Warren- Stated as I mentioned to Prentice—and this is going to get old for everybody else—we're trying to raise money privately for a Bookmobile for the Library. And it's about $260,000. We've raised about $90,000 privately. So, I know we've kind of discussed this some in the past. But we have under public facilities $294,800. Is that earmarked to specific projects, or can $10,000 of that go toward a Bookmobile, or is it already earmarked for specific projects?

Larry Everett, Community Development Manager – Stated, "Yes." To answer your question: yes, and yes on both of those. It is earmarked for things that we already have projected we're going to do for the Annual Plan. However, we can make adjustments from that standpoint, but we have to go back and send it to HUD in terms of adjustments, what we want to use the additional funds for. We can't just unilaterally say we're going to move the funds in this section. But once we project that with HUD and let them know, we can do that. And that not only ties to our Annual Plan, but it ties to our Consolidated Plan too, which is our five-year plan. So, we have to make that correction and move it into the Consolidated Plan. And once we do that, then they will give us the approval to move forward with moving the funding somewhere else. So, the question is how we do that. We have to submit that to HUD in terms of what we're going to do for this upcoming fiscal year. And that starts on October 1st. We can't use it for this year right now because we're at the end of this year, and then we're closing out at this point. But yeah, as we look at what's on October 1, once we make our submission at that time, then they'll give us the approval to add that to our Consolidated Plan, and then we can move forward with that particular funding.

Mayor Warren stated, okay. If we can just discuss that at some point in time, not for now, but the Bookmobile is to serve underserved areas, so I think it's something that qualifies for the CDBG funding. But we can talk about that later.

Larry Everett, Community Development Manager, Stated, "Yes, it'll go towards CDBG funding, as long as we certify 75%, like you said."

City Council went into a public hearing at 9:48:07 am with no one coming forward to speak. The Mayor closed the public hearing at 9:48:15 am.

Motion by Councilmember Hawkins; seconded by Mayor Pro Tem Nichols; motion carried 6 - 0 & approved as presented.

CONSENT

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

C-A-1 Request that the City Council consider authorizing the City Manager to approve Amendment #5 to the contract with Via Mobility, LLC, (RFP 21-008), to include additional costs related to paratransit software and extend the term of the existing agreement by two (2) years.

C-A-2 Request that the City Council consider authorizing the City Manager to purchase one new 2025 Interstate 40DLA trailer from Holt Truck Buyboard Contract 9050825-6 for $ 33,792.86.

C-A-3 Request that the City Council consider authorizing the City Manager to purchase one new International dump truck to replace unit 17268 from Holt Truck through Sourcewell contract #060920-nvs for $173,731.50.

C-A-4 Request that the City Council consider authorizing the City Manager to purchase one new asphalt recycling trailer from Kinloch Equipment Buyboard Contract 685-22 for $73,967.50.

C-A-5 Request that the City Council consider authorizing the City Manager to sign an indefinite right -of- way use agreement with Texas Financial Crimes Intelligence Center (FCIC) for the purpose of installing and maintaining three (3) Flock security cameras in the City of Tyler right-of-way.

C-A-6 Request that the City Council consider authorizing the City Manager to ratify the execution of the South Glenwood Ground Storage Tank Demolition contract in the amount of $277,684.00.

C-A-7 Request that the City Council consider authorizing the City Manager to approve an interlocal agreement between Tyler Junior College and the City of Tyler for Park and Ride Service transit services in connection with the 2025 Fourth of July show.

C-A-8 Request that the City Council consider authorizing the City Manager to execute Change Order No. 2 for the 2024 Water Meter Replacement Program to increase the total contract amount by an additional 10%. This results in an overall project cost increase by 25%, increasing the original contract amount from $3,450,000 to $4,312,500.

C-A-9 Request that the City Council consider authorizing the City Manager to approve Aire Serve and Anzak Electric to install a single-phase climate control system at the VES mechanic shops in the amount of $221,252.55.

C-A-10 Request that the City Council consider authorizing the City Manager to enter into an agreement with Genecov West Mud Creek LLC for the material required to upsize water mains from 8" to 12" on Timber Bend Trail in the Highland Oaks Subdivision for an amount not to exceed $29,407.00.

C-A-11 Request that the City Council consider authorizing the City Manager to ratify the contract change order to KSA Engineers, Inc. for the Federal Aviation Administration (FAA) Grant 55 - Airfield Electrical Vault Replacement project at the Tyler Pounds Regional Airport increasing the contract amount by $1,274.96 bringing the total from $1,459,431.00 to $1,460,705.96.

C-A-12 Request that the City Council consider authorizing the City Manager to ratify the approval of the U.S. Department of Transportation Disadvantaged Business Enterprise (DBE) Program Policy Statement for the Tyler Pounds Regional Airport.

Motion by Councilmember Curtis to approve the entire Consent Agenda; seconded by Councilmember Wynne; motion carried 6 - 0 & approved as presented.

CITY MANAGER'S REPORT

1. I wanted to thank the Tyler Builders Association. The Building Services Department hosted, in conjunction with them, a Lunch and Learn on the recently approved ordinance for the new HVAC refrigerant. Just thanking them as a partner and allowing us to get the word out and help educate some of the builders and others on how the process works at the City.
2. And then we had some great park openings, Miracle League, a wonderful partner, and well attended. Opens W.E. Winters Park, which was a great opening as well. And then we hope to get on the calendar a ribbon cutting for the Legacy Trail extension, which extends into W.E. Winters Park. Some big things happening in the Parks Department.
3. And then it is July next week. So, July 4th, Friday, July 4th, the Parks Department, along with many other departments, are hosting the July 4th event for the fireworks. Four o'clock, TJC West Campus. You can ride the bus over and attend the fireworks show, and then it should start somewhere around 9 p.m. So just wanted to remind the public of that.
4. And then finally, we also have a joint City Council meeting with the Commissioners Court on July 8th. It'll start at 9:30 a.m., so that'll be us coming full circle with some of the downtown projects where we kicked it off originally with the joint meeting and then hosting it again on July 8th.

ADJOURNMENT

Motion by Mayor Pro Tem Nichols to adjourn the meeting at 9:50 a.m.; seconded by Councilmember Wynne; motion carried 6 - 0 & meeting adjourned.

_____

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

A T T E S T:

_____

CASSANDRA BRAGER, CITY CLERK

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. P-1

Date: August 13, 2025

Subject: Request that the City Council: 1) Consider receiving a presentation of the Fiscal Year 2025-2026 Proposed Budget; 2) Consider voting to place proposals to adopt an ad valorem tax rate and adopt the final fiscal year 2025-2026 budget as action items for the September 10, 2025 City Council meeting, and; 3) Consider voting to schedule public hearings on the proposed property tax rate and the proposed budget on the agendas for the August 27, 2025 and September 10, 2025 City Council Meetings.

Item Reference: **City of Tyler, Texas Charter requirements and the State of Texas statutes concerning budgeting and "Truth-In Taxation" for municipalities**

A general overview of the Fiscal Year 2025-2026 Proposed Budget is being presented as part of this agenda item. The Texas statutes require the City Council to vote to place a proposal to adopt the tax rate on the agenda of a future meeting as an action item.

Per statutory and charter requirements, the City Council is required to consider scheduling a public hearing on the proposed property tax rate and the proposed budget. It is recommended that public hearings be scheduled for the August 27, 2025 and September 10, 2025 City Council Meetings. Adoption of the property tax rate and the final Fiscal Year 2025-2026 Budget is scheduled on September 10, 2025 with the new fiscal year beginning October 1, 2025.

RECOMMENDATION:

It is recommended that the City Council:
1) Accept the presentation of the Fiscal Year 2025-2026 Proposed Budget.
2) Vote to place proposals to adopt the property tax rate of $0._____ and adopt the final fiscal year 2025-2026 budget as action items for the September 10, 2025 City Council meeting.
3) Vote to schedule public hearings on the proposed property tax rate and the proposed budget on the agendas for the August 27, 2025 and September 10, 2025 City Council meetings.

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

Edited/Submitted By:

City Manager

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. O-1

Date: August 13, 2025

Subject: Request that the City Council consider adopting an Ordinance amending Tyler City Code Chapter 12 by updating certain fees related to Tyler Pounds Regional Airport, including land lease rates for areas surrounding the North Terminal Site, fuel farm land rental fees, fuel flowage fee and the maximum daily parking fee for long-term parking, and making other clean-up and formatting changes.

Item Reference:

The City of Tyler is the owner and operator of Tyler Pounds Regional Airport. The City Council has adopted regulations and fees associated with the administration of the Airport in Tyler City Code Chapter 12.

Tyler Pounds Regional Airport receives numerous FAA grants for airfield maintenance and improvements. Grant assurances are reviewed and approved by the City of Tyler. To comply with Federal Aviation Administration (FAA) grant assurances and FAA Policy regarding establishing Airport Rates and Charges, the airport should maintain a fee and rental structure for the facilities and services to make the Airport as self-sustaining as possible and preserve the economic value of the property. From time to time, it is also necessary to revise Airport Fees in order to reflect more accurately the actual costs associated with administering and maintaining the Airport.

The Proposed Ordinances amends the following Airport Fees as follows.

Land Rental Fees.

Restricted Area near North Terminal Site (Low Tier). Under prior wording, land within the restricted area inside the building restriction line of the North Terminal Site (Low Tier) was 5.5 cents ($.055) (per square foot) per year through May 31, 2024. Beginning June 1, 2024, land rental rates (Low Tier) were to be 6.5 cents ($.065) (per square foot) per year. Land rental rates (Low Tier) would then increase by $.005 (per square foot) per year or rate following review/recommendation by the Airport Advisory Board through June 1, 2027, if such increases are approved by City Council by separate ordinance.

Proposed Change; Restricted Area near North Terminal Site (Low Tier). As proposed, land within the restricted area inside the building restriction line of the North Terminal Site (Low Tier) shall be 6.5 cents ($.065) (per square foot) per year through September 30, 2025. Beginning October 1, 2025, land rental rates (Low Tier) shall be 7.5 cents ($.075) (per square foot) per year. Land rental rates (Low Tier)

will then increase by $.010 (per square foot) per year or rate following review/recommendation by the Airport Advisory Board through June 1, 2027, if such increases are approved by City Council by separate ordinance.

Non-Restricted Area near North Terminal Site (High Tier). Under prior wording, land within the non-restricted areas outside the building restriction line and prime areas surrounding the North Terminal Site (High Tier), was 8 cents ($08) through May 31, 2024. Beginning June 1, 2024, land rates (High Tier) were to be 9 cents ($.09) (per square foot) per year. Land rental rates (High Tier) would then increase by $.005 (per square foot) per year or rate following review/recommendation by the Airport Advisory Board through June 1, 2027 if such increases are approved by City Council by separate ordinance.

Proposed Change; Non-Restricted Area near North Terminal Site (High Tier). As proposed, land within the non-restricted areas outside the building restriction line and prime areas surrounding the North Terminal Site (High Tier), would be 9 cents ($.09) through September 30, 2025. Beginning October 1, 2025, land rates (High Tier) shall be 10 cents) ($.10) (per square foot) per year. Land rental rates (High Tier) will increase by $.010 (per square foot) per year or the rate following review/recommendation by the Airport Advisory Board through June 1, 2027, if such increases are approved by City Council by separate ordinance.

Fuel Farm Land Rental Rates.

Fuel Farm. Under prior wording, land rental rates for fuel farm were 5.5 cents ($.055) (per square foot) per year through May 31, 2024. Beginning June 1, 2024, fuel farm land rental rates would then 6.5 cents ($.65) (per square foot) per year. Fuel farm land rental rates were to increase by $.005 per year thereafter or rate following review/recommendation by the Airport Advisory Board through June 1, 2027, if such increases are approved by City Council by separate ordinance.

Proposed Change; Fuel Farm. As proposed, land rental rates for fuel farm shall be 6.5 cents ($.065) (per square foot) per year through September 30, 2025. Beginning October 1, 2025, fuel farm land rental rates will be 7.5 cents ($.75) (per square foot) per year. Fuel farm land rental rates will increase by $.010 per year thereafter or rate following review/recommendation by the Airport Advisory Board through June 1, 2027, if such increases are approved by City Council by separate ordinance.
The one- cent increase in land and fuel farm rates would be an addition in revenue of $19,015.60 annually.

Fuel Flowage Fee.

At present, a fuel flowage fee of six cents ($0.06) per gallon of delivered fuel minus 1% for shrinkage is levied upon all fuel delivered to anyone at the Airport, with exceptions for fuel used by the United States government, the State of Texas, and certified scheduled passenger airlines operating by contract with the City of Tyler. Beginning October 1, 2025, the fuel flowage rates will be 8.0 cents ($.08) per gallon. This two-cent increase in fuel fees would potentially be an addition in revenue of $25,000.00 annually.

Maximum Daily Parking Rate.

At present, a parking fee of one dollar ($1.00) per hour with a maximum daily rate of seven dollars ($7.00) per day is collected from all vehicles using the City-provided parking lot for long-term parking. The Airport would like to request an increase in the maximum daily parking rate by $1.00 from $7.00 to $8.00. This $1.00 increase in parking fees would potentially be an addition in revenue of

$48,000.00. If approved, the increase will take effect October 1, 2025.

Airport Advisory Board Review.

Per City Code Section 12-2.3, the Airport Advisory Board shall make recommendations to the City Council with respect to Airport construction, expansion, improvements, maintenance and operation. Furthermore, Code Section 12-2.5 provides that the Board, in an advisory capacity, shall work toward the general improvement of the Airport and the advancement of the City as an air transportation center. On May 19, 2025, the Airport Advisory Board voted to approve the above-described rate increases.

RECOMMENDATION:

It is recommended that the City Council consider adopting an Ordinance amending Tyler City Code Chapter 12 by updating certain fees related to Tyler Pounds Regional Airport, including land lease rates for areas surrounding the North Terminal Site, fuel farmland rental fees, fuel flowage fee and the maximum daily parking fee for long-term parking, and making other clean-up and formatting changes.

Attachments:
Ordinance Chapter 12 c. d. f. Rate Increase 2025

Drafted/Recommended By:
Department Leader Steve Thompson Airport Director

Edited/Submitted By:
City Manager

ORDINANCE O-2025-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, AMENDING CHAPTER 12, "AIRPORT", ARTICLE III., "AIRPORT COMMERCIAL ACTIVITIES", OF THE CODE OF ORDINANCES OF THE CITY OF TYLER, TEXAS, BY UPDATING CERTAIN FEES RELATED TO TYLER POUNDS REGIONAL AIRPORT, INCLUDING LAND LEASE RATES FOR AREAS SURROUNDING THE NORTH TERMINAL SITE; FUEL FARM LAND RENTAL FEES; FUEL FLOWAGE FEES AND THE MAXIMUM DAILY PARKING FEE FOR LONG-TERM PARKING; AND MAKING OTHER CLEAN-UP AND FORMATING CHANGES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Tyler is a home-rule municipality acting under its Charter adopted by the electorate pursuant to Article 11, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, Texas Local Government Code Section 51.072(a) states that a home-rule municipality has full power of local self-government; and

WHEREAS, the City of Tyler has adopted ordinances pursuant to Texas Local Government Code Sections 51.001 and 51.072, as well as Tyler City Charter Sections 1, 2, and 6; and

WHEREAS, Texas Transportation Code Section 22.011(a)(1) states that a local government may plan, establish, construct, improve, equip, maintain, operate, regulate, protect, and police an airport or air navigation facility in or outside of the territory of the local government; and

WHEREAS, Texas Local Government Code Section 241.011(a) provides that to prevent the creation of an airport hazard, a political subdivision in which an airport hazard area is located may adopt, administer, and enforce, under its police power, airport hazard area zoning regulations for the airport hazard area; and

WHEREAS, Texas Local Government Code Section 241.012(a)(1) states that a political subdivision may adopt, administer, and enforce, under its police power, airport compatible land use zoning regulations for the part of a controlled compatible land use area located within the political subdivision if the airport is used in the interest of the public to the benefit of the political subdivision; and

WHEREAS, the City of Tyler has established Airport regulations in Tyler City Code Chapter 12; and

WHEREAS, miscellaneous Airport fees for service are set forth in City Code Chapter 12; and

WHEREAS, on February 24, 2016, the City Council amended the existing land rental rates; and

WHEREAS, on September 25, 2019, the City Council amended the existing land rental rates; and

WHEREAS, on April 28, 2021, the City Council amended the existing land rental rates; and

WHEREAS, on January 26, 2022, the City Council amended the existing parking fees; and

WHEREAS, on May 11, 2022, the City Council amended the existing land rental rates; and

WHEREAS, on April 12, 2023, the City Council amended the existing land rental rates; and

WHEREAS, on April 24, 2024, the City Council amended the existing land rental rates; and

WHEREAS, it is important to amend the land rental rates, fuel farm rates, and fuel flowage fee for areas around the North Terminal Site, and the Fuel Farm rates and parking fees, at Tyler Pounds Regional Airport; and

WHEREAS, Tyler City Code Sec. 12-2.3 states that the Airport Advisory Board shall make recommendations to the City Council with respect to Airport construction, expansion, improvements, maintenance and operation; and

WHEREAS, City Code Sec. 12-2.5 provides that the Airport Advisory Board, in an advisory capacity, shall work toward the general improvement of the Airport and the advancement of the City as an air transportation center; and

WHEREAS, the Airport Advisory Board met on May 19, 2025, and voted to recommend increases in the land rental rates, fuel flowage rates for areas around the North Terminal Site, and parking fees, at Tyler Pounds Regional Airport;

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

PART 1: That Tyler City Code Chapter 12, "Airport and Transit", Article III., "Airport Commercial Activities", is hereby amended by amending Section 12-31 to read as follows:

Sec. 12-31. Fees and rentals.

a. through b. No changes…

c. Land rental rates:

Land as shown on a map, a copy of which shall be kept on file in the offices of the City Clerk and Airport Manager.

Land within the restricted area inside the building restriction line of the North Terminal Site (Low Tier) is ~~5.5~~ 6.5 cents ~~($.055)~~ ($.065) (per square foot) per year through ~~May 31, 2024~~ September 30, 2025. Beginning ~~June 1, 2024~~ October 1, 2025, land rental rates (Low Tier) shall be ~~6.5~~ 7.5 cents ~~($.065)~~ ($.075) (per square foot) per year. Land rental rates (Low Tier) will increase by ~~$.005~~ $.010 (per square foot) per year or rate following review/recommendation by the Airport Advisory Board through June 1, 2027, if such increases are approved by City Council by separate ordinance. (Ord. No. 0-2024-48; 4/24/24) (Ord. No. 0-2025-__; 8/13/25)

Land within the non-restricted areas outside the building restriction line and prime areas surrounding the North Terminal Site (High Tier), as shown on the map, is ~~8~~ 9 cents ~~($.08)~~ ($.09) through ~~May 31, 2024~~ September 30, 2025. Beginning ~~June 1, 2024~~ October 1, 2025, land rates (High Tier) shall be ~~9~~ 10 cents ~~($.09)~~ ($.10) (per square foot) per year. Land rental rates (High Tier) will increase by ~~$.005~~ $.010 (per square foot) per year or rate following review/recommendation by the Airport Advisory Board through June 1, 2027 if such increases are approved by City Council by separate ordinance. Ord. No. 0-2016-14; 2/24/16) (Ord. No. 0-2019-80; 9/25/19) (Ord. No. 0-2021-34; 6/23/21 (Ord No. 0-2022-51; 5/11/22) (Ord. No. 0-2023-27; 4/12/23) (Ord. No. 0-2024-48; 4/24/24) (Ord. No. 0-2025-__; 8/13/25)

West Side General Aviation area $0.10 per square foot for the first three (3) years of the land lease for the new West Side General Aviation Area, with a $.0.005 increase per year thereafter beginning June 1, 2020, through June 1, 2027, if such increases are approved by City Council by separate ordinance. (Ord. No. 0-2016-14; 2/24/16) (Ord. No. 0-2023-27; 4/12/23)

fuel farm ..... . land rental rates for fuel farm shall be ~~5.5~~ 6.5 cents ~~($.055)~~ ($.065) (per square foot) per year through ~~May 31, 2024~~ September 30, 2025. Beginning ~~June 1, 2024~~ October 1, 2025 fuel farm land rental rates will be ~~6.5~~ 7.5 cents ~~($.65)~~ ($.075) (per square foot) per year. Fuel farm land rental rates will increase by ~~$0.005~~ $0.010 per year thereafter or rate following review/recommendation by the Airport Advisory Board ~~beginning June 1, 2020~~ through June 1, 2027 if such increases are approved by City Council by separate ordinance. (Ord. No. 0-2016-14; 2/24/16) (Ord. No. 0-2023-27; 4/12/23) (Ord No 0-2024-48; 4/24/24) (Ord. No. 0-2025-__; 8/13/25)

agricultural use ..... minimum of seven dollars and fifty cents ($7.50) per acre per year or equivalent in improvements to be made. (Ord. No. 0-2005-96; 12/14/05) (Ord. No. 0-2013-11; 2/13/13) (Ord. No. 0-2016-10; 1/13/16) (Ord. No. 0-2019-80; 9/25/19)

d. Fuel flowage fee. A fuel flowage fee of *six cents ($0.06)* *(effective November 1, 2009)* per gallon of delivered fuel minus one (1) percent for shrinkage shall be levied upon all fuel delivered to anyone at the Airport. Beginning October 1, 2025, the fuel flowage fee rate will be 8.0 cents ($.08) per gallon. Anyone receiving such delivery must provide the Airport Manager a copy of the delivery ticket for all fuel and oil obtained at the time of such delivery. A report of fuel sales is required on a form provided by the Airport, which report will be due on or before the fourth (4th) working day, with payment due on or before the tenth (10th) working day of each month. This report will be for the preceding month. (Ord. No. 0-2025-__; 8/13/25)

This City flowage fee shall not be charged to the fuel used by the government of the United States, State of Texas, and certified scheduled passenger airlines operating by contract with the City. To claim this exemption, the fuel seller must supply to the Airport Manager a copy of the delivery tickets for such users. These tickets must be provided by the tenth (10th) of the month for the preceding month, or will be waived. (Ord. 0-2009-103, 9/23/09) (Ord. No. 0-2025-__; 8/13/25)

e. No changes….

f. Parking Fees. A parking fee of one dollar ($1.00) per hour with a maximum daily rate of ten dollars ($10.00) per day shall be collected from all vehicles using the City-provided parking lot for short term parking. A parking fee of one dollar ($1.00) per hour with a maximum daily rate of seven dollars ($7.00) per day shall be collected from all vehicles using the City-provided parking lot for long term parking. Beginning October 1, 2025 maximum daily rate of eight dollars ($8.00) for long term parking. Patrons using the restaurant located at Tyler Pounds Regional Airport may park free for the first ninety (90) minutes in either the short-term or long-term parking lot. Air transportation service crews may pay ten dollars ($10.00) per month for a parking pass to park in the long-term parking lot. Terminal and Federal Aviation Administration employees shall park free in the designated employee parking lot. Vehicles displaying a Purple Heart Recipient, Disabled Veteran, Medal of Honor Recipient, or Prisoner of War license plate shall park free in the City-provided short-term or long-term parking lot. A lost ticket fee of $75.00 shall be collected from customers that are unable to present their parking ticket at the exit points of the paid parking lots at Tyler Pounds Regional Airport. Parking customers may contact the Airport Administration Office or as directed by the Airport to request a partial refund of the lost ticket fee if such a refund is in order by providing an airline itinerary, rental car receipt or other evidence acceptable to Airport administration as evidence of the time the vehicle was left in the Airport parking lot. (Ord. No. 0-2002-22; 6-19-2002) (0-2008-128; 9/24/2008) (Ord. No. O-2010-75; 7/28/2010) (Ord. No. 0-2014-86; 9/24/2014) (Ord. No. 0-2017-108; 11/8/2017) (Ord. No. 0-2019-80; 9/25/2019) (Ord. No. 0-2022-16; 1/26/2022) (Ord. No. 0-2025-__; 8/13/25)

g. through k. No changes….

(Ord. No. 0-2017-108; 11/8/2017) (Ord. No. O-2021-34; 6/23/21) Ord. No. (Ord. No. 0-2019-80; (Ord. No. 0-2022-16; 1/26/2022) (Ord. No. 0-2023-17; 4/12/23) (Ord. No. 0-2023-102; 10/25/23) (Ord. No.0-2024-48; 4/24/24) (Ord. No. 0-2025-__; __/__/25)

PART 2: That if any provision or any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way affect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.

PART 3: 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 August 15, 2025.

PASSED AND APPROVED this 13th day of August A.D., 2025.

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

A T T E S T:

_____
CASSANDRA BRAGER, CITY CLERK

APPROVED:

_____
DEBORAH G. PULLUM,
CITY ATTORNEY

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. M-1

Date: August 13, 2025

Subject: Request that the City Council consider authorizing the City Manager to execute an Engineering Services Contract, in an amount not to exceed $2,806,600, with Pape Dawson Consulting Engineers LLC for the Consent Decree Group 8 Remedial Measures Implementation and to adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt.

Item Reference: **LegalDesk 10815**

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

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

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

The scope of services with Pape Dawson Consulting Engineers LLC provides for engineering services for design and construction phase services for the assets identified for remediation in Group 8. Scope of services are attached for review.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to execute an Engineering Services Contract, in an amount not to exceed $2,806,600, with Pape Dawson Consulting Engineers, LLC for the Consent Decree Group 8 Remedial Measures Implementation and to adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt.

Attachments:
Group 8 Remedial ESA
Group 8 Remedial _Future Debt_Resolution

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

Edited/Submitted By:
City Manager

STATE OF TEXAS §

COUNTY OF SMITH §

STANDARD FORM OF AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

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

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

SECTION 1—BASIC SERVICES OF ENGINEER OR ARCHITECT

1.1. General.

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

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

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

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

1.2. Study and Report Phase.

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

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

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

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

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

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

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

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

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

1.3. Preliminary Design Phase.

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

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

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

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

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

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

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

1.4. Final Design Phase.

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

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

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

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

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

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

1.5. Bidding or Negotiating Phase.

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

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

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

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

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

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

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

1.6. Construction Phase.

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

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

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

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

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

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

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

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

thereto.

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

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

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

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

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

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

1.7. Operational Phase.

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

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

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

SECTION 2—ADDITIONAL SERVICES OF E/A

2.1. Services Requiring Authorization in Advance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2. Required Additional Services.

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

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

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

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

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

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

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

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

SECTION 3—OWNER'S RESPONSIBILITIES

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

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

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

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

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

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

3.4.2. appropriate professional interpretations of all of the foregoing;

3.4.3. environmental assessment and impact statements;

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

3.4.5. property descriptions;

3.4.6. zoning, deed and other land use restrictions;

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 4—PERIODS OF SERVICE

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

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

SECTION 5—PAYMENTS TO ENGINEER AND/OR ARCHITECT CONSULTANT

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

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

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

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

5.2. Times of Payment.

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

SECTION 6—CONSTRUCTION COST AND OPINIONS OF COST

6.1. Construction Cost.

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

6.2. Opinions of Cost.

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

SECTION 7—GENERAL CONSIDERATIONS

7.1. Termination.

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

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

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

7.2. Reuse of Documents.

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

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

7.3. Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

7.4. Additional Insured Endorsements.

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

The form of the endorsement(s) shall be:

Option 1:

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

AND, the additional endorsement of

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

Option 2:

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

AND, the additional endorsement of

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

Option 3:

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

AND, the additional endorsement of

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

E/A shall attach actual copies of the endorsements.

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

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

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

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

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

7.6. Waiver of Subrogation.

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

7.7. Subconsultants' Insurance.

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

7.8. Insurance Effective Until Completion.

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

7.9. Right to Revise or Reject Insurance.

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

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

7.10. Certificate of Insurance.

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

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

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

7.11. Insurance - No Limit on Obligation to Pay.

Nothing contained in the insurance requirements shall

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

7.12. Non-compliance; Breach.

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

7.13. Indemnity.

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

7.14. Certificate of Interested Parties.

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

7.15. Controlling Law.

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

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

7.16. Successors and Assigns.

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

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

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

SECTION 8—SPECIAL PROVISIONS, SCHEDULES, AND EXHIBITS

8.1. Special Provisions.

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

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

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

8.2. Exhibits.

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

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

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

8.3. Entire Agreement.

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

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

8.4. Effective Date.

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

8.5. Severability.

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

8.6. Waiver.

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

8.7. Notices.

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

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

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

8.8. Venue.

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

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

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

FOR THE CITY OF TYLER, TEXAS:

ATTEST:

By: _____
City Manager Date

Edward Broussard
Printed Name

By: _____
City Clerk

Cassandra Brager
Printed Name

APPROVED:

By: _____
City Attorney's Office Date

_____
Printed Name

RECOMMENDED:

By: _____
Department Leader Date

_____
Printed Name

CITY COUNCIL APPROVAL:

AGENDA ITEM NUMBER: _____
DATE APPROVED: _____

FOR THE E/A:

By: _____ 7/21/2025
Managing Principal Date

John G. Reidy, P.E.
Printed Name

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

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

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

Notary Public In and For The State of Texas

My Commission Expires: 9.3.26

Celika Oralia Reyes
Notary's Printed Name

INDEX OF EXHIBITS

Exhibit A - E/A's Scope of Service

Exhibit B - E/A's Project Schedule

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

Exhibit D - Certificates of Insurance and Endorsements

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

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

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

PROJECT DESCRIPTION

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

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

SCOPE OF SERVICES

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

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

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

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

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

ENGINEER's Exclusions:

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

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

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

Exhibit B
Project Schedule
Consent Decree Group 8 Remedial Measures Implementation

PROJECT SCHEDULE

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

Remedial Measures Manhole Construction Contract:

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

Remedial Measures Pipeline by Specialty Construction Contract:

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

Remedial Measures Pipeline by Open Cut Construction Contract:

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

Remedial Measures Pipeline Reroutes Construction Contract:

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

6.

Exhibit C
Fee Summary
Consent Decree Group 8 Remedial Measures Implementation

FEE SUMMARY

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

Remedial Measures Manhole Construction Contract:

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

Remedial Measures Pipeline by Specialty Construction Contract:

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

Remedial Measures Pipeline by Open Cut Construction Contract:

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

Remedial Measures Pipeline Reroutes Construction Contract:

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

Total Fee Budget: $2,806,600

Notes:

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

Exhibit D - Certificates of Insurance and Endorsements

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

CERTIFICATE(S) OF INSURANCE

[Certificate of Liability Insurance Shall Be Inserted Here]

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

Checklist: Certificate(s) of Insurance

*** Provided only as a courtesy ***

[See generally Section 7.3 Insurance for contract insurance requirements]

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

ENDORSEMENTS

[Endorsements Shall Be Inserted Here]

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

Project [insert project name],
Dated [insert month and year of contract].</td></tr>
<tr><td colspan="3">E/A shall choose one of the three Endorsement Option stated below. All Endorsements shall be in the form required. All pages of the Endorsement(s) shall be attached.</td></tr>
<tr><td colspan="3">COMMERCIAL GENERAL LIABILITY

E/A agrees to endorse the CITY as an “Additional Insured” on the Commercial General Liability with: [Select Option 1, Option 2 or option 3 below] [See Section 7.3.2 and 7.4]</td></tr>
<tr><td>Option
1</td><td colspan="2">FORM: CG 20 10 10 01
Additional Insured - Owners, Lessees, or Contractors – Scheduled Person or Organization

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

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

E/A agrees to endorse the CITY as an “Additional Insured” under the Commercial Umbrella / Excess Liability as also provided herein. [See Section 7.3.2 and 7.4]</td></tr>
<tr><td colspan="3">POLLUTION LIABILITY INSURANCE

♦ If applicable E/A agrees to endorse the CITY as an “Additional Insured” under the Pollution Liability Insurance as also provided herein. [See Section 7.3.2 and 7.4]</td></tr>
</table>

Client#: 1863504 PAPEDAWS2

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

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

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

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

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

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

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

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

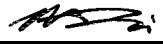
CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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DESCRIPTIONS (Continued from Page 1)

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

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

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

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

CNA

CNA PARAMOUNT

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

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

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

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

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

2. this **coverage part** provides such coverage.

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

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

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

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

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

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

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

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

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

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

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

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

2. supervisory, inspection, architectural or engineering activities; or

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

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

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0002000875099445087886 4

Primary and Noncontributory Insurance

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

1. primary and non-contributing with other insurance available to the additional insured; or

2. primary and to not seek contribution from any other insurance available to the additional insured.

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

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

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

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

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;

2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and

3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to insurance on which the additional insured is a named insured.

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

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

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

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

B. was executed prior to:

1. the **bodily injury** or **property damage**; or

2. the offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage.

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

All other terms and conditions of the Policy remain unchanged.

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

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CNA

CNA PARAMOUNT

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

This endorsement modifies insurance provided under the following:

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

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

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

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

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

All other terms and conditions of the Policy remain unchanged.

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

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DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

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

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

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

Named Insured: Pape-Dawson Consulting Engineers, LLC

Endorsement Effective Date:

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

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

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

Named Insured: Pape-Dawson Consulting Engineers, LLC

Endorsement Effective Date:

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

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

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TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

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

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver

   Name of person or organization

   ☒ Blanket Waiver

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

2. Operations: All Texas Operations

3. Premium:

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

4. Advance Premium: Refer to Schedule of Operations

All other terms and conditions of the policy remain unchanged.

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

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CNA PARAMOUNT

Architects, Engineers and Surveyors General Liability Extension Endorsement

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

TABLE OF CONTENTS

1. Additional Insureds
2. Additional Insured - Primary And Non-Contributory To Additional Insured's Insurance
3. Additional Insured – Extended Coverage
4. Boats
5. Bodily Injury – Expanded Definition
6. Broad Knowledge of Occurrence/ Notice of Occurrence
7. Broad Named Insured
8. Contractual Liability – Railroads
9. Estates, Legal Representatives and Spouses
10. Expected Or Intended Injury – Exception for Reasonable Force
11. General Aggregate Limits of Insurance – Per Location
12. In Rem Actions
13. Incidental Health Care Malpractice Coverage
14. Joint Ventures/Partnership/Limited Liability Companies
15. Legal Liability – Damage To Premises
16. Liquor Liability
17. Medical Payments
18. Non-owned Aircraft Coverage
19. Non-owned Watercraft
20. Personal And Advertising Injury – Discrimination or Humiliation
21. Personal And Advertising Injury - Contractual Liability
22. Property Damage – Elevators
23. Retired Partners, Members, Directors And Employees
24. Supplementary Payments
25. Unintentional Failure To Disclose Hazards
26. Waiver of Subrogation – Blanket
27. Wrap-Up Extension: OCIP, CCIP or Consolidated (Wrap-Up) Insurance Programs

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1. ADDITIONAL INSUREDS

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

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

(2) was executed prior to:

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

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

for which such additional insured seeks coverage.

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

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

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

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

A. Controlling Interest

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

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

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

B. Co-owner of Insured Premises

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

C. Engineers, Architects or Surveyors Engaged By You

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

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

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

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

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

2. supervisory, inspection, architectural or engineering activities.

D. Lessor of Equipment

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

E. Lessor of Land

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

F. Lessor of Premises

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

G. Mortgagee, Assignee or Receiver

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

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

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

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

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

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

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

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

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

   The coverage granted by this paragraph does not apply to:

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

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

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

I. Trade Show Event Lessor

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

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

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

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

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

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

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

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

3. ADDITIONAL INSURED – EXTENDED COVERAGE

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

If the additional insured is:

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

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

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

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

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ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

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

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

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

All other terms and conditions of the policy remain unchanged

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

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CNA PARAMOUNT

General Aggregate Limit - Per Project Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

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

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

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

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

II. All:

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

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

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

will reduce the General Aggregate Limit shown in the Declarations.

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

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

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

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

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All other terms and conditions of the Policy remain unchanged.

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

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Exhibit E - Certificate of Interested Parties (Form 1295)

(If Required)

Check Here if this Section is NOT Used ☐

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1339087

Date Filed:
07/21/2025

Date Acknowledged:

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

Pape-Dawson Consulting Engineers, LLC
San Antonio, TX United States

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

City of Tyler, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

104362
Professional services in connection with the Consent Decree Group 8 Remedial Measures Implementation

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1339087

Date Filed:
07/21/2025

Date Acknowledged:

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

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

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

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

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

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

Signature of authorized agent of contracting business entity
(Declarant)

RESOLUTION NO. R-2025-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, DECLARING EXPECTATION TO REIMBURSE EXPENDITURES WITH PROCEEDS OF FUTURE DEBT FOR COSTS ASSOCIATED WITH THE CONSENT DECREE GROUP 8 REMEDIAL MEASURES IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Tyler, Texas reserves the right to issue debt for the engineering, design, and construction of the Consent Decree Group 8 Remedial Measures Implementation project (the "Project") and further intends to make certain capital expenditures with respect to the Project and currently reserves the right to reimburse the capital expenditures with proceeds of such debt; and

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

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

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

Part 1: That the City of Tyler reasonably expects to reserve the right to reimburse capital expenditures with respect to the Project with proceeds of future potential debt hereafter which may be incurred by the Issuer, and that this Resolution shall constitute a declaration of official intent under the Regulation. The maximum principal amount of obligations expected to be issued for the Project is $2,806,600.

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

PASSED AND APPROVED, this the 13th day of August, 2025.

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

ATTEST:

_____
CASSANDRA BRAGER, CITY CLERK

APPROVED:

_____
DEBORAH G. PULLUM,
CITY ATTORNEY

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. M-2

Date: August 13, 2025

Subject: Request that the City Council consider authorizing the City Manager to execute a construction contract for the Settlers Landing/Centennial Parkway Extension project to Fritcher Construction for a total contract price of $1,176,983.40 and authorize funding from the Wayfare Cumberland Park escrow account to pay for the Centennial Parkway extension.

Item Reference: **Bid No. 25-011**

In an effort to help spur development in The Village at Cumberland Park area, especially on the property owned by the City of Tyler, it was determined that the extension of Settlers Landing, from where it dead ends behind the Bass Pro Shops to South Broadway Avenue, would improve traffic flow in the area. The City also agreed to extend Settlers Landing to Broadway to entice Bass Pro Shops to construct a store in Tyler. The extension of Centennial Parkway from the intersection of Settlers Landing to the south side of the City property would provide access to the City-owned property.

The City advertised for bids for the project on July 2 and July 9, 2025. Bids were opened on July 22, 2025, with five bids submitted. Fritcher Construction was the lowest qualified bidder and is recommended for the award of the project. The low bid is $1,176,983.40. A Bid Tabulation is attached.

The Settlers Landing extension will be funded from the Half Cent Sales Tax fund, with Tyler Water Utilities funding all water and sanitary sewer infrastructure. The Centennial Parkway extension will be funded from the $1,000,000 escrow established by the Wayfare at Cumberland Park housing addition.

Funding Summary:
Half Cent Sales Tax: $ 645,479.50.
Tyler Water Utilities: $ 260,465.40
Wayfare escrow: $ 271,038.50
Project Total: $1,176,983.40

RECOMMENDATION:

It is requested that the City Council consider authorizing the City Manager to execute a construction contract for the Settlers Landing/Centennial Parkway Extension project to Fritcher Construction for a total contract price of $1,176,983.40 and authorize funding from the Wayfare Cumberland Park escrow account to pay for the Centennial Parkway extension.

Attachments:
Location Map.pdf
Copy of COT-25-011 Bid Tab Analysis.pdf

Drafted/Recommended By:
Department Leader Darin Jennings, PE, City Engineer

Edited/Submitted By:
City Manager

Exhibit A - Location Map



City of Tyler
Bid Tabulation

Run Date 07/23/2027

Prepared By : Corey Hogue, PE (Lochner)

City of Tyler Bid No. 25-011

Settlers Landing / Centennial Pkwy Ext.

Time And Date : 2:00 PM, July 22, 2025

					Apparent Low Bidder														
					Fritcher Construction			WM Miller Construction Company, Inc.			Baker & Company Construction, LLC			A.E. Shull & Co.			Reynolds & Kay, LTD		
Line No	Item No	Quote Category	Item Description	Unit	Unit Price	Quantity	Total Amount	Unit Price	Quantity	Total Amount	Unit Price	Quantity	Total Amount	Unit Price	Quantity	Total Amount	Unit Price	Quantity	Total Amount
1	100	Roadway and Drainage Items	PREPARING ROW	AC	$7,500.00	2	$15,000.00	$16,416.34	2	$32,832.68	$13,750.00	2	$27,500.00	$15,750.00	2	$31,500.00	$7,000.00	2	$14,000.00
2	104-A	Roadway and Drainage Items	REMOVE CONCRETE CURB & GUTTER	LF	$5.00	70	$350.00	$9.86	70	$690.20	$31.50	70	$2,205.00	$11.00	70	$770.00	$23.00	70	$1,610.00
3	104-B	Roadway and Drainage Items	REMOVE CONCRETE RIPRAP	SY	$18.00	79	$1,422.00	$27.34	79	$2,159.86	$28.00	79	$2,212.00	$12.25	79	$967.75	$25.00	79	$1,975.00
4	104-C	Roadway and Drainage Items	REMOVE CONCRETE SIDEWALK	SY	$18.00	0	$0.00	$31.36	0	$0.00	$100.00	0	$0.00	$8.75	0	$0.00	$23.00	0	$0.00
5	105	Roadway and Drainage Items	REMOVE ASPHALT & FLEX BASE	SY	$18.00	144	$2,592.00	$15.02	144	$2,162.88	$31.00	144	$4,464.00	$27.25	144	$3,924.00	$29.00	144	$4,176.00
6	110	Roadway and Drainage Items	EXCAVATION	CY	$5.50	7,100	$39,050.00	$14.08	7,100	$99,968.00	$10.00	7,100	$71,000.00	$20.50	7,100	$145,550.00	$24.00	7,100	$170,400.00
7	132	Roadway and Drainage Items	EMBANKMENT	CY	$16.00	808	$12,928.00	$23.77	808	$19,206.16	$39.00	808	$31,512.00	$28.25	808	$22,826.00	$29.00	808	$23,432.00
8	160	Roadway and Drainage Items	FURNISH & PLACE TOPSOIL (4")	SY	$1.50	1,987	$2,980.50	$5.32	1,987	$10,570.84	$3.30	1,987	$6,557.10	$2.00	1,987	$3,974.00	$3.50	1,987	$6,954.50
9	162-A	Roadway and Drainage Items	FINAL SODDING	SY	$8.25	1,987	$16,392.75	$7.76	1,987	$15,419.12	$7.80	1,987	$15,498.60	$7.50	1,987	$14,902.50	$6.00	1,987	$11,922.00
10	162-B	Roadway and Drainage Items	BROADCAST SEEDING	SY	$1.75	4,113	$7,197.75	$0.35	4,113	$1,439.55	$0.35	4,113	$1,439.55	$0.40	4,113	$1,645.20	$0.30	4,113	$1,233.90
11	247M	Roadway and Drainage Items	FLEX BASE	SY	$21.50	4,069	$87,483.50	$23.67	4,069	$96,313.23	$27.35	4,069	$111,287.15	$29.75	4,069	$121,052.75	$23.00	4,069	$93,587.00
12	275-A	Roadway and Drainage Items	CEMENT	TON	$278.00	112	$31,136.00	$284.40	112	$31,852.80	$305.00	112	$34,160.00	$315.00	112	$35,280.00	$280.00	112	$31,360.00
13	275-B	Roadway and Drainage Items	CEMENT TREATED SUBGRADE	SY	$5.00	5,081	$25,405.00	$6.78	5,081	$34,449.18	$4.80	5,081	$24,388.80	$8.25	5,081	$41,918.25	$9.00	5,081	$45,729.00
14	310	Roadway and Drainage Items	PRIME COAT	GAL	$5.00	1,221	$6,105.00	$9.98	1,221	$12,185.58	$7.15	1,221	$8,730.15	$14.50	1,221	$17,704.50	$1.00	1,221	$1,221.00
15	341M-D	Roadway and Drainage Items	HOT MIX ASPHALT PAVEMENT SURFACE (2.5")	TON	$173.00	559	$96,707.00	$152.00	559	$84,968.00	$159.50	559	$89,160.50	$190.50	559	$106,489.50	$155.00	559	$86,645.00
16	402	Roadway and Drainage Items	TRENCH EXCAVATION PROTECTION	LF	$2.00	544	$1,088.00	$9.76	544	$5,309.44	$7.05	544	$3,835.20	$3.00	544	$1,632.00	$2.00	544	$1,088.00
17	432	Roadway and Drainage Items	RIPRAP CONCRETE (4")	SY	$130.00	79	$10,270.00	$111.21	79	$8,785.59	$185.00	79	$14,615.00	$185.25	79	$14,634.75	$120.00	79	$9,480.00
18	464-A	Roadway and Drainage Items	RC PIPE (CL III)(18 IN)	LF	$65.50	144	$9,432.00	$76.21	144	$10,974.24	$74.00	144	$10,656.00	$65.25	144	$9,396.00	$80.00	144	$11,520.00
19	464-B	Roadway and Drainage Items	RC PIPE (CL III)(24 IN)	LF	$85.00	297	$25,245.00	$92.27	297	$27,404.19	$99.00	297	$29,403.00	$85.75	297	$25,467.75	$105.00	297	$31,185.00
20	464-C	Roadway and Drainage Items	RC PIPE (CL III)(30 IN)	LF	$122.50	103	$12,617.50	$232.85	103	$23,983.55	$122.00	103	$12,566.00	$119.00	103	$12,257.00	$150.00	103	$15,450.00
21	465-MA	Roadway and Drainage Items	15' STANDARD CURB INLET	EA	$9,825.00	1	$9,825.00	$11,120.52	1	$11,120.52	$8,800.00	1	$8,800.00	$10,450.00	1	$10,450.00	$13,000.00	1	$13,000.00
22	465-MB	Roadway and Drainage Items	10' STANDARD CURB INLET	EA	$7,717.00	4	$30,868.00	$9,060.15	4	$36,240.60	$9,030.00	4	$36,120.00	$9,725.00	4	$38,900.00	$10,000.00	4	$40,000.00
23	465-MC	Roadway and Drainage Items	10' RECESSED CURB INLET	EA	$8,488.00	0	$0.00	$11,001.45	0	$0.00	$10,400.00	0	$0.00	$10,925.00	0	$0.00	$11,000.00	0	$0.00
24	465-MD	Roadway and Drainage Items	3.5' X 3.5' STORM SEWER AREA INLET	EA	$4,109.00	1	$4,109.00	$4,978.56	1	$4,978.56	$5,900.00	1	$5,900.00	$6,125.00	1	$6,125.00	$7,000.00	1	$7,000.00
25	466	Roadway and Drainage Items	HEADWALL (CH - PW - 0) (DIA= 24 IN)	EA	$18,500.00	1	$18,500.00	$2,952.00	1	$2,952.00	$6,340.00	1	$6,340.00	$6,350.00	1	$6,350.00	$13,000.00	1	$13,000.00
26	467	Roadway and Drainage Items	SET (TY II) (18 IN) (RCP) (6: 1) (P)	EA	$1,863.00	2	$3,726.00	$2,330.34	2	$4,660.68	$1,750.00	2	$3,500.00	$1,050.00	2	$2,100.00	$1,500.00	2	$3,000.00
27	502	Roadway and Drainage Items	BARRICADES, SIGNS, AND TRAFFIC CONTROL	MO	$3,500.00	1	$3,500.00	$5,665.20	1	$5,665.20	$8,830.00	1	$8,830.00	$8,850.00	1	$8,850.00	$5,000.00	1	$5,000.00
28	506-A	Roadway and Drainage Items	ROCK FILTER DAMS	LF	$48.00	80	$3,840.00	$219.93	80	$17,594.40	$67.00	80	$5,360.00	$92.25	80	$7,380.00	$38.00	80	$3,040.00
29	506-B	Roadway and Drainage Items	CONSTRUCTION EXIT	SY	$43.00	111	$4,773.00	$38.75	111	$4,301.25	$79.00	111	$8,769.00	$86.00	111	$9,546.00	$53.00	111	$5,883.00
30	506-C	Roadway and Drainage Items	TEMP SEDMT CONT FENCE	LF	$4.00	1,545	$6,180.00	$3.85	1,545	$5,948.25	$4.60	1,545	$7,107.00	$5.00	1,545	$7,725.00	$4.25	1,545	$6,566.25
31	506-D	Roadway and Drainage Items	REMOVE RFD, CONST. EXIT AND TEMP SEDMT CONT FENCE	LS	$2,500.00	0.75	$1,875.00	$1,848.60	0.75	$1,386.45	$8,830.00	0.75	$6,622.50	$4,900.00	0.75	$3,675.00	$1,400.00	0.75	$1,050.00
32	529M	Roadway and Drainage Items	CONCRETE CURB & GUTTER	LF	$33.00	2,296	$75,768.00	$41.60	2,296	$95,513.60	$30.00	2,296	$68,880.00	$31.75	2,296	$72,898.00	$65.00	2,296	$149,240.00
33	530-D	Roadway and Drainage Items	CONCRETE DRIVEWAY	SY	$129.00	0	$0.00	$92.40	0	$0.00	$105.00	0	$0.00	$113.75	0	$0.00	$124.00	0	$0.00
34	531-A	Roadway and Drainage Items	4' CONCRETE SIDEWALK	SY	$141.00	22	$3,102.00	$84.00	22	$1,848.00	$102.00	22	$2,244.00	$107.25	22	$2,359.50	$124.00	22	$2,728.00
35	531-B	Roadway and Drainage Items	PUBLIC ACCESS RAMP	EA	$2,300.00	2	$4,600.00	$2,400.00	2	$4,800.00	$2,575.00	2	$5,150.00	$2,579.00	2	$5,158.00	$3,000.00	2	$6,000.00
36	531-C	Roadway and Drainage Items	PUBLIC ASSCESS RAMP W/ FLARES	EA	$2,700.00	0	$0.00	$2,400.00	0	$0.00	$3,040.00	0	$0.00	$3,042.00	0	$0.00	$3,000.00	0	$0.00
37	644-A	Roadway and Drainage Items	FURNISH AND INSTALL SMALL SIGN	EA	$1,750.00	1	$1,750.00	$921.00	1	$921.00	$550.00	1	$550.00	$830.50	1	$830.50	$700.00	1	$700.00
38	644-B	Roadway and Drainage Items	INSTALL SIGN SMALL SIGN	EA	$950.00	1	$950.00	$479.40	1	$479.40	$550.00	1	$550.00	$344.00	1	$344.00	$300.00	1	$300.00
39	644-C	Roadway and Drainage Items	INSTALL STREET SIGN (FURNSIHED BY CITY)	EA	$625.00	1	$625.00	$317.40	1	$317.40	$550.00	1	$550.00	$344.00	1	$344.00	$300.00	1	$300.00
40	666-A	Roadway and Drainage Items	TYPE I PM 4" (W) (SLD)	LF	$3.00	0	$0.00	$3.76	0	$0.00	$2.75	0	$0.00	$3.00	0	$0.00	$2.70	0	$0.00
41	666-B	Roadway and Drainage Items	TYPE I PM 6" (W) (DOT)	LF	$3.00	0	$0.00	$4.44	0	$0.00	$2.75	0	$0.00	$3.00	0	$0.00	$2.70	0	$0.00
42	666-C	Roadway and Drainage Items	TYPE I PM 8" (W) (SLD)	LF	$3.00	86	$258.00	$3.12	86	$268.32	$2.75	86	$236.50	$3.00	86	$258.00	$2.70	86	$232.20
43	666-D	Roadway and Drainage Items	TYPE I PM 24" (W) (SLD)	LF	$11.50	86	$989.00	$12.20	86	$1,049.20	$11.00	86	$946.00	$13.00	86	$1,118.00	$11.00	86	$946.00
44	666-E	Roadway and Drainage Items	TYPE I PM 4" (Y) (SLD)	LF	$2.00	1,848	$3,696.00	$1.83	1,848	$3,381.84	$1.65	1,848	$3,049.20	$2.00	1,848	$3,696.00	$1.60	1,848	$2,956.80
45	666-F	Roadway and Drainage Items	TYPE I PM 4" (Y) (BRK)	LF	$3.00	400	$1,200.00	$3.14	400	$1,256.00	$2.75	400	$1,100.00	$3.00	400	$1,200.00	$2.70	400	$1,080.00
46	666-G	Roadway and Drainage Items	TYPE I PM 12" (Y) (SLD)	LF	$9.50	0	$0.00	$9.89	0	$0.00	$8.80	0	$0.00	$10.50	0	$0.00	$9.00	0	$0.00
47	666-H	Roadway and Drainage Items	TYPE I PM (W) ARROW	EA	$230.00	2	$460.00	$249.55	2	$499.10	$220.00	2	$440.00	$250.00	2	$500.00	$212.00	2	$424.00
48	666-I	Roadway and Drainage Items	TYPE I PM (W) WORD	EA	$345.00	2	$690.00	$369.55	2	$739.10	$330.00	2	$660.00	$400.00	2	$800.00	$318.00	2	$636.00
49	672	Roadway and Drainage Items	TY II-A-A RAISED PM	EA	$17.25	46	$793.50	$18.99	46	$873.54	$16.50	46	$759.00	$20.00	46	$920.00	$16.00	46	$736.00
50	500	Roadway and Drainage Items	MOBILIZATION & BONDS	LS	$35,000.00	1	$35,000.00	$99,492.06	1	$99,492.06	$104,000.00	1	$104,000.00	$100,000.00	1	$100,000.00	$170,000.00	1	$170,000.00
51	800	Roadway and Drainage Items	CONTINGENCY	LS	$50,000.00	0.5	$25,000.00	$50,000.00	0.5	$25,000.00	$50,000.00	0.5	$25,000.00	$50,000.00	0.5	$25,000.00	$50,000.00	0.5	$25,000.00
			FUNDED BY 1/2 CENT SALES TAX				**$645,479.50**			**$851,961.56**			**$812,653.25**			**$928,418.95**			**$1,021,786.65**
1	100	Roadway and Drainage Items	PREPARING ROW	AC	$7,500.00	1	$7,500.00	$16,416.34	1	$16,416.34	$13,750.00	1	$13,750.00	$15,750.00	1	$15,750.00	$7,000.00	1	$7,000.00
2	104-A	Roadway and Drainage Items	REMOVE CONCRETE CURB & GUTTER	LF	$5.00	0	$0.00	$9.86	0	$0.00	$31.50	0	$0.00	$11.00	0	$0.00	$23.00	0	$0.00
3	104-B	Roadway and Drainage Items	REMOVE CONCRETE RIPRAP	SY	$18.00	0	$0.00	$27.34	0	$0.00	$28.00	0	$0.00	$12.25	0	$0.00	$25.00	0	$0.00
4	104-C	Roadway and Drainage Items	REMOVE CONCRETE SIDEWALK	SY	$18.00	22	$396.00	$31.36	22	$689.92	$100.00	22	$2,200.00	$8.75	22	$192.50	$23.00	22	$506.00
5	105	Roadway and Drainage Items	REMOVE ASPHALT & FLEX BASE	SY	$18.00	0	$0.00	$15.02	0	$0.00	$31.00	0	$0.00	$27.25	0	$0.00	$29.00	0	$0.00
6	110	Roadway and Drainage Items	EXCAVATION	CY	$5.50	1,847	$10,158.50	$14.08	1,847	$26,005.76	$10.00	1,847	$18,470.00	$20.50	1,847	$37,863.50	$24.00	1,847	$44,328.00
7	132	Roadway and Drainage Items	EMBANKMENT	CY	$16.00	5	$80.00	$23.77	5	$118.85	$39.00	5	$195.00	$28.25	5	$141.25	$29.00	5	$145.00
8	160	Roadway and Drainage Items	FURNISH & PLACE TOPSOIL (4")	SY	$1.50	697	$1,045.50	$5.32	697	$3,708.04	$3.30	697	$2,300.10	$2.00	697	$1,394.00	$3.50	697	$2,439.50
9	162-A	Roadway and Drainage Items	FINAL SODDING	SY	$8.25	697	$5,750.25	$7.76	697	$5,408.72	$7.80	697	$5,436.60	$7.50	697	$5,227.50	$6.00	697	$4,182.00
10	162-B	Roadway and Drainage Items	BROADCAST SEEDING	SY	$1.75	1,443	$2,525.25	$0.35	1,443	$505.05	$0.35	1,443	$505.05	$0.40	1,443	$577.20	$0.30	1,443	$432.90
11	247M	Roadway and Drainage Items	FLEX BASE	SY	$21.50	2,006	$43,129.00	$23.67	2,006	$47,482.02	$27.35	2,006	$54,864.10	$29.75	2,006	$59,678.50	$23.00	2,006	$46,138.00
12	275-A	Roadway and Drainage Items	CEMENT	TON	$278.00	53	$14,734.00	$284.40	53	$15,073.20	$305.00	53	$16,165.00	$315.00	53	$16,695.00	$280.00	53	$14,840.00
13	275-B	Roadway and Drainage Items	CEMENT TREATED SUBGRADE	SY	$5.00	2,417	$12,085.00	$6.78	2,417	$16,387.26	$4.80	2,417	$11,601.60	$8.25	2,417	$19,940.25	$9.00	2,417	$21,753.00
14	310	Roadway and Drainage Items	PRIME COAT	GAL	$5.00	602	$3,010.00	$9.98	602	$6,007.96	$7.15	602	$4,304.30	$14.50	602	$8,729.00	$1.00	602	$602.00
15	341M-D	Roadway and Drainage Items	HOT MIX ASPHALT PAVEMENT SURFACE (2.5")	TON	$173.00	276	$47,748.00	$152.00	276	$41,952.00	$159.50	276	$44,022.00	$190.50	276	$52,578.00	$155.00	276	$42,780.00
16	402	Roadway and Drainage Items	TRENCH EXCAVATION PROTECTION	LF	$2.00	82	$164.00	$9.76	82	$800.32	$7.05	82	$578.10	$3.00	82	$246.00	$2.00	82	$164.00
17	432	Roadway and Drainage Items	RIPRAP CONCRETE (4")	SY	$130.00	0	$0.00	$111.21	0	$0.00	$185.00	0	$0.00	$185.25	0	$0.00	$120.00	0	$0.00
18	464-A	Roadway and Drainage Items	RC PIPE (CL III)(18 IN)	LF	$65.50	82	$5,371.00	$76.21	82	$6,249.22	$74.00	82	$6,068.00	$65.25	82	$5,350.50	$80.00	82	$6,560.00
19	464-B	Roadway and Drainage Items	RC PIPE (CL III)(24 IN)	LF	$85.00	0	$0.00	$92.27	0	$0.00	$99.00	0	$0.00	$85.75	0	$0.00	$105.00	0	$0.00
20	464-C	Roadway and Drainage Items	RC PIPE (CL III)(30 IN)	LF	$122.50	0	$0.00	$232.85	0	$0.00	$122.00	0	$0.00	$119.00	0	$0.00	$150.00	0	$0.00
21	465-MA	Roadway and Drainage Items	15' STANDARD CURB INLET	EA	$9,825.00	0	$0.00	$11,120.52	0	$0.00	$8,800.00	0	$0.00	$10,450.00	0	$0.00	$13,000.00	0	$0.00
22	465-MB	Roadway and Drainage Items	10' STANDARD CURB INLET	EA	$7,717.00	0	$0.00	$9,060.15	0	$0.00	$9,030.00	0	$0.00	$9,725.00	0	$0.00	$10,000.00	0	$0.00
23	465-MC	Roadway and Drainage Items	10' RECESSED CURB INLET	EA	$8,488.00	2	$16,976.00	$11,001.45	2	$22,002.90	$10,400.00	2	$20,800.00	$10,925.00	2	$21,850.00	$11,000.00	2	$22,000.00
24	465-MD	Roadway and Drainage Items	3.5' X 3.5' STORM SEWER AREA INLET	EA	$4,109.00	0	$0.00	$4,978.56	0	$0.00	$5,900.00	0	$0.00	$6,125.00	0	$0.00	$7,000.00	0	$0.00
25	466	Roadway and Drainage Items	HEADWALL (CH - PW - 0) (DIA= 24 IN)	EA	$18,500.00	0	$0.00	$2,952.00	0	$0.00	$6,340.00	0	$0.00	$6,350.00	0	$0.00	$13,000.00	0	$0.00
26	467	Roadway and Drainage Items	SET (TY II) (18 IN) (RCP) (6: 1) (P)	EA	$1,863.00	0	$0.00	$2,330.34	0	$0.00	$1,750.00	0	$0.00	$1,050.00	0	$0.00	$1,500.00	0	$0.00
27	502	Roadway and Drainage Items	BARRICADES, SIGNS, AND TRAFFIC CONTROL	MO	$3,500.00	0	$0.00	$5,665.20	0	$0.00	$8,830.00	0	$0.00	$8,850.00	0	$0.00	$5,000.00	0	$0.00
28	506-A	Roadway and Drainage Items	ROCK FILTER DAMS	LF	$48.00	0	$0.00	$219.93	0	$0.00	$67.00	0	$0.00	$92.25	0	$0.00	$38.00	0	$0.00
29	506-B	Roadway and Drainage Items	CONSTRUCTION EXIT	SY	$43.00	0	$0.00	$38.75	0	$0.00	$79.00	0	$0.00	$86.00	0	$0.00	$53.00	0	$0.00
30	506-C	Roadway and Drainage Items	TEMP SEDMT CONT FENCE	LF	$4.00	565	$2,260.00	$3.85	565	$2,175.25	$4.60	565	$2,599.00	$5.00	565	$2,825.00	$4.25	565	$2,401.25
31	506-D	Roadway and Drainage Items	REMOVE RFD, CONST. EXIT AND TEMP SEDMT CONT FENCE	LS	$2,500.00	0.25	$625.00	$1,848.60	0.25	$462.15	$8,830.00	0.25	$2,207.50	$4,900.00	0.25	$1,225.00	$1,400.00	0.25	$350.00
32	529M	Roadway and Drainage Items	CONCRETE CURB & GUTTER	LF	$33.00	836	$27,588.00	$41.60	836	$34,777.60	$30.00	836	$25,080.00	$31.75	836	$26,543.00	$65.00	836	$54,340.00
33	530-D	Roadway and Drainage Items	CONCRETE DRIVEWAY	SY	$129.00	116	$14,964.00	$92.40	116	$10,718.40	$105.00	116	$12,180.00	$113.75	116	$13,195.00	$124.00	116	$14,384.00
34	531-A	Roadway and Drainage Items	4' CONCRETE SIDEWALK	SY	$141.00	69	$9,729.00	$84.00	69	$5,796.00	$102.00	69	$7,038.00	$107.25	69	$7,400.25	$124.00	69	$8,556.00
35	531-B	Roadway and Drainage Items	PUBLIC ACCESS RAMP	EA	$2,300.00	0	$0.00	$2,400.00	0	$0.00	$2,575.00	0	$0.00	$2,579.00	0	$0.00	$3,000.00	0	$0.00
36	531-C	Roadway and Drainage Items	PUBLIC ASSCESS RAMP W/ FLARES	EA	$2,700.00	4	$10,800.00	$2,400.00	4	$9,600.00	$3,040.00	4	$12,160.00	$3,042.00	4	$12,168.00	$3,000.00	4	$12,000.00
37	644-A	Roadway and Drainage Items	FURNISH AND INSTALL SMALL SIGN	EA	$1,750.00	0	$0.00	$921.00	0	$0.00	$550.00	0	$0.00	$830.50	0	$0.00	$700.00	0	$0.00
38	644-B	Roadway and Drainage Items	INSTALL SIGN SMALL SIGN	EA	$950.00	0	$0.00	$479.40	0	$0.00	$550.00	0	$0.00	$344.00	0	$0.00	$300.00	0	$0.00
39	644-C	Roadway and Drainage Items	INSTALL STREET SIGN (FURNSIHED BY CITY)	EA	$625.00	0	$0.00	$317.40	0	$0.00	$550.00	0	$0.00	$344.00	0	$0.00	$300.00	0	$0.00
40	666-A	Roadway and Drainage Items	TYPE I PM 4" (W) (SLD)	LF	$3.00	76	$228.00	$3.76	76	$285.76	$2.75	76	$209.00	$3.00	76	$228.00	$2.70	76	$205.20
41	666-B	Roadway and Drainage Items	TYPE I PM 6" (W) (DOT)	LF	$3.00	40	$120.00	$4.44	40	$177.60	$2.75	40	$110.00	$3.00	40	$120.00	$2.70	40	$108.00
42	666-C	Roadway and Drainage Items	TYPE I PM 8" (W) (SLD)	LF	$3.00	414	$1,242.00	$3.12	414	$1,291.68	$2.75	414	$1,138.50	$3.00	414	$1,242.00	$2.70	414	$1,117.80
43	666-D	Roadway and Drainage Items	TYPE I PM 24" (W) (SLD)	LF	$11.50	206	$2,369.00	$12.20	206	$2,513.20	$11.00	206	$2,266.00	$13.00	206	$2,678.00	$11.00	206	$2,266.00
44	666-E	Roadway and Drainage Items	TYPE I PM 4" (Y) (SLD)	LF	$2.00	468	$936.00	$1.83	468	$856.44	$1.65	468	$772.20	$2.00	468	$936.00	$1.60	468	$748.80
45	666-F	Roadway and Drainage Items	TYPE I PM 4" (Y) (BRK)	LF	$3.00	20	$60.00	$3.14	20	$62.80	$2.75	20	$55.00	$3.00	20	$60.00	$2.70	20	$54.00
46	666-G	Roadway and Drainage Items	TYPE I PM 12" (Y) (SLD)	LF	$9.50	204	$1,938.00	$9.89	204	$2,017.56	$8.80	204	$1,795.20	$10.50	204	$2,142.00	$9.00	204	$1,836.00
47	666-H	Roadway and Drainage Items	TYPE I PM (W) ARROW	EA	$230.00	4	$920.00	$249.55	4	$998.20	$220.00	4	$880.00	$250.00	4	$1,000.00	$212.00	4	$848.00
48	666-I	Roadway and Drainage Items	TYPE I PM (W) WORD	EA	$345.00	4	$1,380.00	$369.55	4	$1,478.20	$330.00	4	$1,320.00	$400.00	4	$1,600.00	$318.00	4	$1,272.00
49	672	Roadway and Drainage Items	TY II-A-A RAISED PM	EA	$17.25	12	$207.00	$18.99	12	$227.88	$16.50	12	$198.00	$20.00	12	$240.00	$16.00	12	$192.00
50	500	Roadway and Drainage Items	MOBILIZATION & BONDS	LS	$35,000.00	0	$0.00	$99,492.06	0	$0.00	$104,000.00	0	$0.00	$100,000.00	0	$0.00	$170,000.00	0	$0.00
51	800	Roadway and Drainage Items	CONTINGENCY	LS	$50,000.00	0.5	$25,000.00	$50,000.00	0.5	$25,000.00	$50,000.00	0.5	$25,000.00	$50,000.00	0.5	$25,000.00	$50,000.00	0.5	$25,000.00
			FUNDED BY TWU				**$260,465.40**			**$273,235.81**			**$344,766.70**			**$358,850.50**			**$363,825.50**
			BASE BID TOTAL				**$1,176,983.40**			**$1,432,443.65**			**$1,453,688.20**			**$1,632,084.90**			**$1,725,161.60**
Calendar Days To Complete : 180				**AS READ**			**$ 1,176,983.40**			**$ 1,402,443.65**			**$ 1,453,688.20**			**$ 1,632,084.90**			**$ 1,725,161.60**

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. M-3

Date: August 13, 2025

Subject: Request that the City Council consider authorizing the City Manager to execute a contract with C&A Construction, LLC in the amount of $16,179,339.80 for the Consent Decree Capacity Work Group 2 Sewer Site 13c1 Improvements, Bid 25-072 and to adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt.

Item Reference: **Bid 25-072, Consent Decree, Civil Action No. 6:17-cv-29 and effective April 10, 2017**

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

The City of Tyler contracted Pipeline Analysis, LLC in association with LNV, LLC to develop a wastewater hydraulic model to analyze the City's Wastewater Collection and Transmission System, identify confirmed capacity constraints and develop remedial measures to mitigate each. The objectives of this work were 1) reduce sanitary sewer overflows and 2) comply with EPA consent decree hydraulic modeling and capacity assessment requirements and timelines. This resulting capacity assessment and remedial measures plan was completed in October 2020.

The Group 1 Capacity Work has been completed.

In December of 2022, the City contracted with KSA Engineers, Inc. for the preliminary and final design and construction phase services for Capacity Work Group 2 including two (2) construction projects.

The Group 2 Implementation Sewer Sites 13a2 Improvements is currently in construction.

The second project in Capacity Work Group 2 is the Sewer Site 13c1 Improvements, designated as Bid 25-072. This project involves the construction of approximately 4,604 linear feet of 30-inch diameter gravity sewer line, 1,985 linear feet of 24-inch diameter sanitary sewer line, and 2,619 linear feet of 18-inch diameter sanitary sewer lines, as well as 3,427 linear feet of 12-inch and smaller sanitary sewer lines. Additional components include manholes, highway and railroad bores, creek crossings, laterals, pavement repairs, and associated gravity sewer appurtenances.

Sealed bids were received on Tuesday, July 29, 2025, and publicly opened and read aloud. A total of four (4) bids were received as detailed in the Bid Tab. The lowest bidder, C&A Construction, LLC is

the recommended contractor for this project.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to execute a contract with C&A Construction, LLC in the amount of $16,179,339.80 for the Consent Decree Capacity Work Group 2 Sewer Site 13c1 Improvements, Bid 25-072 and to adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt.

Attachments:
101754 Bid Tabulation
Award Consideration
20250813_Group_2_Capacity_Sewer_Site_13c1_Resolution

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

Edited/Submitted By:
City Manager

BID TABULATION

City of Tyler
Consent Decree Capacity Work Group 2 Implementation
Sewer Site 13c1 Improvements
Tyler Bid No. 25-072
KSA Project No. 101754
Bid Date: July 29, 2025

				1 C&A Construction LLC 14110 Luthe Rd. Houston, TX 77039 832.661.5862		2 Belt Construction of Texas, LLC PO Box 867 Texarkana, TX 75504 870.772.7216	
BID ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
BASE BID							
1.01	Mobilization, Insurance, and Bonds	LS	1	$1,000,000.00	$1,000,000.00	$800,000.00	$800,000.00
1.02	Barricades, Signs, and Traffic Handling	LS	1	$250,000.00	$250,000.00	$50,000.00	$50,000.00
1.03	Stormwater Pollution Prevention Plan	LS	1	$50,000.00	$50,000.00	$60,000.00	$60,000.00
1.04	Care of Water During Construction	LS	1	$300,000.00	$300,000.00	$250,000.00	$250,000.00
1.05	Temporary Plugs and Bypass Pumping	LS	1	$500,000.00	$500,000.00	$300,000.00	$300,000.00
1.06	UPRR Crossing Permit Compliance - Permit No. 0796531	LS	1	$100,000.00	$100,000.00	$250,000.00	$250,000.00
1.07	Gravity Sewer Line and Manhole Testing	LS	1	$52,350.00	$52,350.00	$25,000.00	$25,000.00
1.08	Post Construction CCTV Inspection	LF	13,220	$5.00	$66,100.00	$1.00	$13,220.00
1.09	42-in Steel Encasement by Open Cut with Pile Supports	LF	260	$3,342.00	$868,920.00	$2,500.00	$650,000.00
1.10	20-in Steel Encasement by Open Cut with Pipe Supports	LF	20	$742.00	$14,840.00	$4,000.00	$80,000.00
1.11	14-in Steel Encasement by Open Cut with Pipe Supports	LF	215	$517.00	$111,155.00	$2,000.00	$430,000.00
1.12	14-in Steel Encasement by Dry Bore	LF	80	$587.00	$46,960.00	$950.00	$76,000.00
1.13	30-in Steel Encasement by Dry Bore	LF	550	$890.00	$489,500.00	$1,100.00	$605,000.00
1.14	36-in Steel Encasement by Dry Bore	LF	250	$1,188.00	$297,000.00	$1,300.00	$325,000.00
1.15	42-in Steel Encasement by Dry Bore	LF	200	$1,398.00	$279,600.00	$1,600.00	$320,000.00
1.16	10-in SDR 26 PVC by Wet Bore	LF	40	$317.00	$12,680.00	$100.00	$4,000.00
1.17	Concrete Encasement for 24-in Sewer Line	LF	55	$294.00	$16,170.00	$350.00	$19,250.00
1.18	Concrete Encasement for 18-in Sewer Line	LF	30	$311.00	$9,330.00	$150.00	$4,500.00
1.19	Concrete Encasement for 8-in Sewer Line	LF	80	$140.00	$11,200.00	$100.00	$8,000.00
1.20	6-in SDR 26 PVC Sanitary Sewer Line	LF	336	$259.00	$87,024.00	$500.00	$168,000.00
1.21	8-in SDR 26 PVC Sanitary Sewer Line	LF	2,606	$102.00	$265,812.00	$350.00	$912,100.00
1.22	10-in SDR 26 PVC Sanitary Sewer Line	LF	180	$232.00	$41,760.00	$600.00	$108,000.00
1.23	12-in SDR 26 PVC Sanitary Sewer Line	LF	334	$257.00	$85,838.00	$650.00	$217,100.00
1.24	18-in PS115 PVC Sanitary Sewer Line	LF	2,618	$192.00	$502,656.00	$410.00	$1,073,380.00
1.25	24-in PS115 26 PVC Sanitary Sewer Line	LF	2,060	$217.00	$447,020.00	$490.00	$1,009,400.00
1.26	30-in Class 250 P401 Lined DI Sanitary Sewer Line	LF	4,439	$676.00	$3,000,764.00	$760.00	$3,373,640.00
1.27	Pipe Burst 8-in to 10-in	LF	647	$113.00	$73,111.00	$800.00	$517,600.00
1.28	48-in Diameter Manhole	EA	30	$9,804.00	$294,120.00	$19,000.00	$570,000.00
1.29	Remove and Replace 48-in Diameter Manhole	EA	12	$9,804.00	$117,648.00	$22,000.00	$264,000.00
1.30	60-in Diameter Manhole	EA	27	$18,387.00	$496,449.00	$25,000.00	$675,000.00
1.31	72-in Diameter Manhole	EA	24	$25,623.00	$614,952.00	$35,000.00	$840,000.00
1.32	Remove and Replace 72-in Diameter Manhole	EA	1	$26,487.00	$26,487.00	$40,000.00	$40,000.00
1.33	Abandon Existing Manhole	EA	68	$3,049.00	$207,332.00	$1,500.00	$102,000.00
1.34	Remove Existing Manhole	EA	6	$1,163.00	$6,978.00	$1,500.00	$9,000.00
1.35	Manhole Vent Assembly	EA	1	$18,409.00	$18,409.00	$4,200.00	$4,200.00
1.36	6-in Drop Connection	EA	21	$7,321.00	$153,741.00	$2,100.00	$44,100.00
1.37	8-in Drop Connection	EA	23	$8,328.00	$191,544.00	$2,700.00	$62,100.00
1.38	10-in Drop Connection	EA	1	$10,086.00	$10,086.00	$4,000.00	$4,000.00

*Bidder Error

BID TABULATION

City of Tyler
Consent Decree Capacity Work Group 2 Implementation
Sewer Site 13c1 Improvements
Tyler Bid No. 25-072
KSA Project No. 101754
Bid Date: July 29, 2025

				1 C&A Construction LLC 14110 Luthe Rd. Houston, TX 77039 832.661.5862		2 Belt Construction of Texas, LLC PO Box 867 Texarkana, TX 75504 870.772.7216	
BID ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1.39	12-in Drop Connection	EA	2	$10,847.00	$21,694.00	$5,000.00	$10,000.00
1.40	Reconnect Existing Sewer Service	EA	68	$6,061.00	$412,148.00	$6,500.00	$442,000.00
1.41	Connect to Existing Sanitary Sewer Line	EA	43	$748.00	$32,164.00	$7,500.00	$322,500.00
1.42	Cut and Plug Existing Sewer Line	EA	56	$1,911.00	$107,016.00	$500.00	$28,000.00
1.43	Fill 21-in Line with Grout	LF	301	$26.00	$7,826.00	$25.00	$7,525.00
1.44	Fill-18-in Sewer Line with Grout	LF	623	$25.00	$15,575.00	$18.00	$11,214.00
1.45	Fill 12-in Sewer Line with Grout	LF	360	$20.00	$7,200.00	$12.00	$4,320.00
1.46	Fill 8-in Sewer Line with Grout	LF	803	$11.00	$8,833.00	$10.00	$8,030.00
1.47	Fill 6-in Sewer Line with Grout	LF	1,394	$9.00	$12,546.00	$10.00	$13,940.00
1.48	Fill 4-in Sewer Line with Grout	LF	74	$20.00	$1,480.00	$10.00	$740.00
1.49	Remove Existing 6-in Sewer Line	LF	110	$32.00	$3,520.00	$12.00	$1,320.00
1.50	Remove Existing 8-in Sewer Line	LF	217	$32.00	$6,944.00	$18.00	$3,906.00
1.51	Remove Existing 12-in Sewer Line	LF	32	$27.00	$864.00	$20.00	$640.00
1.52	Remove Existing 24-in Sewer Line	LF	125	$28.00	$3,500.00	$50.00	$6,250.00
1.53	Remove Existing 12-in Waterline	LF	15	$47.00	$705.00	$25.00	$375.00
1.54	6-in C900 PVC Waterline	LF	40	$148.00	$5,920.00	$600.00	$24,000.00
1.55	6-in Insertion Valve	EA	2	$14,602.00	$29,204.00	$13,000.00	$26,000.00
1.56	12-in C900 PVC Waterline	LF	59	$264.00	$15,576.00	$600.00	$35,400.00
1.57	12-in Insertion Valve	EA	2	$25,714.00	$51,428.00	$25,000.00	$50,000.00
1.58	Connect to Existing Waterline	EA	4	$2,531.00	$10,124.00	$1,500.00	$6,000.00
1.59	Barbed Wire Fence Repair	LF	100	$57.00	$5,700.00	$6.00	$600.00
1.60	6-ft Tall Wood Privacy Fence Repair	LF	140	$71.00	$9,940.00	$50.00	$7,000.00
1.61	4-ft Tall Chainlink Fence Repair	LF	504	$57.00	$28,728.00	$50.00	$25,200.00
1.62	6-ft Tall Chainlink Fence Repair	LF	30	$64.00	$1,920.00	$50.00	$1,500.00
1.63	Gravel Repair	SY	35	$40.00	$1,400.00	$75.00	$2,625.00
1.64	Concrete Pavement Repair	SY	1,052	$171.00	$179,892.00	$120.00	$126,240.00
1.65	Asphalt pavement Repair	SY	10,316	$103.00	$1,062,548.00	$70.00	$722,120.00
1.66	TxDOT Asphalt Pavement Repair	SY	390	$229.00	$89,310.00	$105.00	$40,950.00
1.67	Brick Pavement Repair	SY	553	$120.00	$66,360.00	$65.00	$35,945.00
1.68	Concrete Sidewalk Repair	SY	250	$100.00	$25,000.00	$80.00	$20,000.00
1.69	Concrete Sidewalk Curb Ramp Repair	EA	3	$2,143.00	$6,429.00	$1,700.00	$5,100.00
1.70	Concrete Curb and Gutter Repair	LF	1,903	$50.00	$95,150.00	$38.00	$72,314.00
1.71	Concrete Valley Gutter Repair	LF	150	$100.00	$15,000.00	$42.00	$6,300.00
1.72	Concrete Retaining Wall Repair	CY	27	$929.00	$25,083.00	$400.00	$10,800.00
1.73	Concrete Channel Repair	CY	155	$929.00	$143,995.00	$250.00	$38,750.00
1.74	Concrete Flume Repair	SY	18	$429.00	$7,722.00	$250.00	$4,500.00
1.75	4-in White Pavement Striping	LF	1,317	$3.00	$3,951.00	$1.00	$1,317.00
1.76	4-in Double Yellow Pavement Striping	LF	101	$7.00	$707.00	$6.00	$606.00
1.77	2-ft Wide Stop Bar	LF	25	$29.00	$725.00	$15.00	$375.00
1.78	2-ft Wide Cross Walk	LF	78	$26.00	$2,028.00	$11.00	$858.00
1.79	Handicap Pavement Marking	EA	3	$238.00	$714.00	$80.00	$240.00
1.80	Remove Picnic Table	EA	4	$179.00	$716.00	$250.00	$1,000.00
1.81	Remove Trash Can	EA	3	$598.00	$1,794.00	$100.00	$300.00
1.82	Remove Decorative Rock Heart	LS	1	$3,490.00	$3,490.00	$1,500.00	$1,500.00

*Bidder Error

BID TABULATION

City of Tyler
Consent Decree Capacity Work Group 2 Implementation
Sewer Site 13c1 Improvements
Tyler Bid No. 25-072
KSA Project No. 101754
Bid Date: July 29, 2025

BID ITEM	DESCRIPTION	UNIT	QTY	1 C&A Construction LLC 14110 Luthe Rd. Houston, TX 77039 832.661.5862 UNIT PRICE	1 TOTAL PRICE	2 Belt Construction of Texas, LLC PO Box 867 Texarkana, TX 75504 870.772.7216 UNIT PRICE	2 TOTAL PRICE
1.83	Remove and Reinstall Existing Sign	EA	1	$1,745.00	$1,745.00	$2,500.00	$2,500.00
1.84	Clearing and Grubbing	AC	2.52	$17,312.00	$43,626.24	$25,000.00	$63,000.00
1.85	St. Augustine Sod	SY	500	$10.00	$5,000.00	$5.00	$2,500.00
1.86	Hydromulch	AC	4.79	$3,724.96	*$17,842.56	$5,000.00	$23,950.00
1.87	Erosion Control Matting	SY	4,030	$2.00	$8,060.00	$2.00	$8,060.00
1.88	Filter Fabric Fence	LF	6,050	$6.00	$36,300.00	$2.00	$12,100.00
1.89	Type R Modified Rock Rip-Rap with Grout Fill	CY	365	$313.00	$114,245.00	$390.00	$142,350.00
1.90	Foundation Material for Trench	CY	1,344	$64.00	$86,016.00	$150.00	$201,600.00
1.91	Remove and Replace Unsuitable Soil with	CY	7,500	$21.00	$157,500.00	$40.00	$300,000.00
1.92	Trench Safety	LF	12,100	$21.00	$254,100.00	$1.00	$12,100.00
1.93	Excavation Safety	LS	1	$200,000.00	$200,000.00	$20,000.00	$20,000.00
1.94	Miscellaneous Allowance	AL	1	$1,000,000.00	$1,000,000.00	$1,000,000.00	$1,000,000.00
1.95	Temporary Pavement Repairs	SY	7,200	$84.00	$604,800.00	$15.00	$108,000.00
TOTAL BID AMOUNT					***$16,179,339.80**		**$18,288,050.00**

Compiled by:

KSA
a PAPE-DAWSON company
TBPE Firm Registration No. F-1356

Jeremy Orr, P.E.
Associate Vice President

*Bidder Error

BID TABULATION

City of Tyler
Consent Decree Capacity Work Group 2 Implementation
Sewer Site 13c1 Improvements
Tyler Bid No. 25-072
KSA Project No. 101754
Bid Date: July 29, 2025

				3 Canary Construction, Inc. 802 N. Kealy Ave., Ste. 101 Lewisville, TX 75057 469.464.3823		4 Wicker Construction, Inc. 9640 Wallace Lake Rd. Shreveport, LA 71106 318.207.2718	
BID ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
BASE BID							
1.01	Mobilization, Insurance, and Bonds	LS	1	$850,000.00	$850,000.00	$1,346,000.00	$1,346,000.00
1.02	Barricades, Signs, and Traffic Handling	LS	1	$85,000.00	$85,000.00	$200,000.00	$200,000.00
1.03	Stormwater Pollution Prevention Plan	LS	1	$55,000.00	$55,000.00	$75,000.00	$75,000.00
1.04	Care of Water During Construction	LS	1	$55,000.00	$55,000.00	$250,000.00	$250,000.00
1.05	Temporary Plugs and Bypass Pumping	LS	1	$800,000.00	$800,000.00	$175,000.00	$175,000.00
1.06	UPRR Crossing Permit Compliance - Permit No. 0796531	LS	1	$35,000.00	$35,000.00	$250,000.00	$250,000.00
1.07	Gravity Sewer Line and Manhole Testing	LS	1	$32,000.00	$32,000.00	$76,000.00	$76,000.00
1.08	Post Construction CCTV Inspection	LF	13,220	$10.00	$132,200.00	$8.00	$105,760.00
1.09	42-in Steel Encasement by Open Cut with Pile Supports	LF	260	$1,500.00	$390,000.00	$1,775.00	$461,500.00
1.10	20-in Steel Encasement by Open Cut with Pipe Supports	LF	20	$1,100.00	$22,000.00	$950.00	$19,000.00
1.11	14-in Steel Encasement by Open Cut with Pipe Supports	LF	215	$900.00	$193,500.00	$750.00	$161,250.00
1.12	14-in Steel Encasement by Dry Bore	LF	80	$1,100.00	$88,000.00	$1,615.00	$129,200.00
1.13	30-in Steel Encasement by Dry Bore	LF	550	$3,000.00	$1,650,000.00	$1,800.00	$990,000.00
1.14	36-in Steel Encasement by Dry Bore	LF	250	$1,800.00	$450,000.00	$2,500.00	$625,000.00
1.15	42-in Steel Encasement by Dry Bore	LF	200	$2,500.00	$500,000.00	$2,350.00	$470,000.00
1.16	10-in SDR 26 PVC by Wet Bore	LF	40	$300.00	$12,000.00	$750.00	$30,000.00
1.17	Concrete Encasement for 24-in Sewer Line	LF	55	$300.00	$16,500.00	$300.00	$16,500.00
1.18	Concrete Encasement for 18-in Sewer Line	LF	30	$250.00	$7,500.00	$275.00	$8,250.00
1.19	Concrete Encasement for 8-in Sewer Line	LF	80	$150.00	$12,000.00	$200.00	$16,000.00
1.20	6-in SDR 26 PVC Sanitary Sewer Line	LF	336	$95.00	$31,920.00	$516.00	$173,376.00
1.21	8-in SDR 26 PVC Sanitary Sewer Line	LF	2,606	$100.00	$260,600.00	$566.00	$1,474,996.00
1.22	10-in SDR 26 PVC Sanitary Sewer Line	LF	180	$110.00	$19,800.00	$616.00	$110,880.00
1.23	12-in SDR 26 PVC Sanitary Sewer Line	LF	334	$125.00	$41,750.00	$766.00	$255,844.00
1.24	18-in PS115 PVC Sanitary Sewer Line	LF	2,618	$140.00	$366,520.00	$901.00	$2,358,818.00
1.25	24-in PS115 26 PVC Sanitary Sewer Line	LF	2,060	$195.00	$401,700.00	$947.00	$1,950,820.00
1.26	30-in Class 250 P401 Lined DI Sanitary Sewer Line	LF	4,439	$680.00	$3,018,520.00	$1,327.00	$5,890,553.00
1.27	Pipe Burst 8-in to 10-in	LF	647	$750.00	$485,250.00	$255.00	$164,985.00
1.28	48-in Diameter Manhole	EA	30	$5,500.00	$165,000.00	$10,000.00	$300,000.00
1.29	Remove and Replace 48-in Diameter Manhole	EA	12	$7,000.00	$84,000.00	$15,000.00	$180,000.00
1.30	60-in Diameter Manhole	EA	27	$12,000.00	$324,000.00	$27,500.00	$742,500.00
1.31	72-in Diameter Manhole	EA	24	$18,000.00	$432,000.00	$32,500.00	$780,000.00
1.32	Remove and Replace 72-in Diameter Manhole	EA	1	$28,000.00	$28,000.00	$44,500.00	$44,500.00
1.33	Abandon Existing Manhole	EA	68	$2,000.00	$136,000.00	$3,000.00	$204,000.00
1.34	Remove Existing Manhole	EA	6	$3,000.00	$18,000.00	$5,200.00	$31,200.00
1.35	Manhole Vent Assembly	EA	1	$2,500.00	$2,500.00	$8,650.00	$8,650.00
1.36	6-in Drop Connection	EA	21	$5,000.00	$105,000.00	$5,200.00	$109,200.00
1.37	8-in Drop Connection	EA	23	$6,000.00	$138,000.00	$5,625.00	$129,375.00
1.38	10-in Drop Connection	EA	1	$7,000.00	$7,000.00	$6,350.00	$6,350.00

*Bidder Error

BID TABULATION

City of Tyler
Consent Decree Capacity Work Group 2 Implementation
Sewer Site 13c1 Improvements
Tyler Bid No. 25-072
KSA Project No. 101754
Bid Date: July 29, 2025

				3 Canary Construction, Inc. 802 N. Kealy Ave., Ste. 101 Lewisville, TX 75057 469.464.3823		4 Wicker Construction, Inc. 9640 Wallace Lake Rd. Shreveport, LA 71106 318.207.2718	
BID ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1.39	12-in Drop Connection	EA	2	$8,000.00	$16,000.00	$7,520.00	$15,040.00
1.40	Reconnect Existing Sewer Service	EA	68	$2,500.00	$170,000.00	$4,100.00	$278,800.00
1.41	Connect to Existing Sanitary Sewer Line	EA	43	$2,500.00	$107,500.00	$7,500.00	$322,500.00
1.42	Cut and Plug Existing Sewer Line	EA	56	$1,200.00	$67,200.00	$2,275.00	$127,400.00
1.43	Fill 21-in Line with Grout	LF	301	$45.00	$13,545.00	$165.00	$49,665.00
1.44	Fill-18-in Sewer Line with Grout	LF	623	$40.00	$24,920.00	$160.00	$99,680.00
1.45	Fill 12-in Sewer Line with Grout	LF	360	$35.00	$12,600.00	$105.00	$37,800.00
1.46	Fill 8-in Sewer Line with Grout	LF	803	$30.00	$24,090.00	$102.00	$81,906.00
1.47	Fill 6-in Sewer Line with Grout	LF	1,394	$25.00	$34,850.00	$100.00	$139,400.00
1.48	Fill 4-in Sewer Line with Grout	LF	74	$20.00	$1,480.00	$98.00	$7,252.00
1.49	Remove Existing 6-in Sewer Line	LF	110	$35.00	$3,850.00	$170.00	$18,700.00
1.50	Remove Existing 8-in Sewer Line	LF	217	$40.00	$8,680.00	$175.00	$37,975.00
1.51	Remove Existing 12-in Sewer Line	LF	32	$45.00	$1,440.00	$200.00	$6,400.00
1.52	Remove Existing 24-in Sewer Line	LF	125	$50.00	$6,250.00	$225.00	$28,125.00
1.53	Remove Existing 12-in Waterline	LF	15	$45.00	$675.00	$200.00	$3,000.00
1.54	6-in C900 PVC Waterline	LF	40	$250.00	$10,000.00	$275.00	$11,000.00
1.55	6-in Insertion Valve	EA	2	$5,000.00	$10,000.00	$15,000.00	$30,000.00
1.56	12-in C900 PVC Waterline	LF	59	$300.00	$17,700.00	$300.00	$17,700.00
1.57	12-in Insertion Valve	EA	2	$12,000.00	$24,000.00	$23,000.00	$46,000.00
1.58	Connect to Existing Waterline	EA	4	$2,500.00	$10,000.00	$7,900.00	$31,600.00
1.59	Barbed Wire Fence Repair	LF	100	$25.00	$2,500.00	$20.00	$2,000.00
1.60	6-ft Tall Wood Privacy Fence Repair	LF	140	$65.00	$9,100.00	$85.00	$11,900.00
1.61	4-ft Tall Chainlink Fence Repair	LF	504	$45.00	$22,680.00	$40.00	$20,160.00
1.62	6-ft Tall Chainlink Fence Repair	LF	30	$55.00	$1,650.00	$75.00	$2,250.00
1.63	Gravel Repair	SY	35	$45.00	$1,575.00	$50.00	$1,750.00
1.64	Concrete Pavement Repair	SY	1,052	$300.00	$315,600.00	$150.00	$157,800.00
1.65	Asphalt pavement Repair	SY	10,316	$300.00	$3,094,800.00	$110.00	$1,134,760.00
1.66	TxDOT Asphalt Pavement Repair	SY	390	$400.00	$156,000.00	$150.00	$58,500.00
1.67	Brick Pavement Repair	SY	553	$650.00	$359,450.00	$450.00	$248,850.00
1.68	Concrete Sidewalk Repair	SY	250	$200.00	$50,000.00	$125.00	$31,250.00
1.69	Concrete Sidewalk Curb Ramp Repair	EA	3	$1,500.00	$4,500.00	$5,000.00	$15,000.00
1.70	Concrete Curb and Gutter Repair	LF	1,903	$150.00	$285,450.00	$50.00	$95,150.00
1.71	Concrete Valley Gutter Repair	LF	150	$250.00	$37,500.00	$90.00	$13,500.00
1.72	Concrete Retaining Wall Repair	CY	27	$800.00	$21,600.00	$1,800.00	$48,600.00
1.73	Concrete Channel Repair	CY	155	$800.00	$124,000.00	$1,500.00	$232,500.00
1.74	Concrete Flume Repair	SY	18	$300.00	$5,400.00	$500.00	$9,000.00
1.75	4-in White Pavement Striping	LF	1,317	$10.00	$13,170.00	$15.00	$19,755.00
1.76	4-in Double Yellow Pavement Striping	LF	101	$12.00	$1,212.00	$30.00	$3,030.00
1.77	2-ft Wide Stop Bar	LF	25	$20.00	$500.00	$100.00	$2,500.00
1.78	2-ft Wide Cross Walk	LF	78	$20.00	$1,560.00	$100.00	$7,800.00
1.79	Handicap Pavement Marking	EA	3	$300.00	$900.00	$1,500.00	$4,500.00
1.80	Remove Picnic Table	EA	4	$200.00	$800.00	$2,900.00	$11,600.00
1.81	Remove Trash Can	EA	3	$100.00	$300.00	$2,100.00	$6,300.00
1.82	Remove Decorative Rock Heart	LS	1	$100.00	$100.00	$5,000.00	$5,000.00

*Bidder Error

BID TABULATION

City of Tyler
Consent Decree Capacity Work Group 2 Implementation
Sewer Site 13c1 Improvements
Tyler Bid No. 25-072
KSA Project No. 101754
Bid Date: July 29, 2025

				3 Canary Construction, Inc. 802 N. Kealy Ave., Ste. 101 Lewisville, TX 75057 469.464.3823		4 Wicker Construction, Inc. 9640 Wallace Lake Rd. Shreveport, LA 71106 318.207.2718	
BID ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1.83	Remove and Reinstall Existing Sign	EA	1	$300.00	$300.00	$1,500.00	$1,500.00
1.84	Clearing and Grubbing	AC	2.52	$25,000.00	$63,000.00	$20,000.00	$50,400.00
1.85	St. Augustine Sod	SY	500	$20.00	$10,000.00	$15.00	$7,500.00
1.86	Hydromulch	AC	4.79	$25,000.00	$119,750.00	$4,000.00	$19,160.00
1.87	Erosion Control Matting	SY	4,030	$15.00	$60,450.00	$7.00	$28,210.00
1.88	Filter Fabric Fence	LF	6,050	$4.00	$24,200.00	$3.00	$18,150.00
1.89	Type R Modified Rock Rip-Rap with Grout Fill	CY	365	$350.00	$127,750.00	$725.00	$264,625.00
1.90	Foundation Material for Trench	CY	1,344	$25.00	$33,600.00	$125.00	$168,000.00
1.91	Remove and Replace Unsuitable Soil with	CY	7,500	$25.00	$187,500.00	$50.00	$375,000.00
1.92	Trench Safety	LF	12,100	$10.00	$121,000.00	$25.00	$302,500.00
1.93	Excavation Safety	LS	1	$75,000.00	$75,000.00	$250,000.00	$250,000.00
1.94	Miscellaneous Allowance	AL	1	$1,000,000.00	$1,000,000.00	$1,000,000.00	$1,000,000.00
1.95	Temporary Pavement Repairs	SY	7,200	$125.00	$900,000.00	$100.00	$720,000.00
TOTAL BID AMOUNT					**$19,248,937.00**		**$27,058,950.00**

*Bidder Error

a PAPE-DAWSON company

6781 Oak Hill Boulevard
Tyler, TX 75703
903.581.8141

July 30, 2025

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

via email

RE: ***City of Tyler***
Consent Decree Capacity Work Group 2 Implementation
Sewer Site 13c1 Improvements
Tyler Bid No.: 25-072
KSA Project No. 101754
Award Consideration and Bid Tabulation

Dear Tiffany:

Sealed bids were received, publicly opened, and read aloud for the referenced project on Tuesday, July 29, 2025, at 2:00 PM in City Council Chambers. A total of four (4) bids were received, as shown on the attached bid tabulation.

The notification and advertising process for this bid included advertisement in the local newspaper, and presentation of the plans and specifications on www.civcastusa.com.

C&A Construction LLC of Houston, TX submitted the low bid in the amount of $16,179,339.80.

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

Respectfully,
KSA

Jeremy Orr, P.E.
Associate Vice President

JRO/ss

Enclosure: Bid Tabulation

pc:

RESOLUTION NO. R-2025-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, DECLARING EXPECTATION TO REIMBURSE EXPENDITURES WITH PROCEEDS OF FUTURE DEBT FOR THE ENGINEERING, DESIGN, AND CONSTRUCTION OF THE GROUP 2 SITE 13C1 SEWER IMPROVEMENTS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Tyler, Texas (the "Issuer") reserves the right to issue debt for the engineering, design, and construction of the Group 2 Site 13c1 Sewer Improvements project (the "Project") and further intends to make certain capital expenditures with respect to the Project and currently reserves the right to reimburse the capital expenditures with proceeds of such debt; and

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

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

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

Part 1: That the City of Tyler reasonably expects to reserve the right to reimburse capital expenditures with respect to the Project with proceeds of future potential debt hereafter which may be incurred by the Issuer, and that this Resolution shall constitute a declaration of official intent under the Regulation. The maximum principal amount of obligations expected to be issued for the Project is $16,179,339.80.

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

PASSED AND APPROVED, this the 13th day of August, 2025.

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

ATTEST:

_____
CASSANDRA BRAGER, CITY CLERK

APPROVED:

_____
DEBORAH G. PULLUM, CITY ATTORNEY

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. M-4

Date: August 13, 2025

Subject: Request that City Council consider authorizing the City Manager to execute the Development Agreement between the City of Tyler and the Tyler Economic Development Council (TEDC) for the development of the 282-acre Wisenbaker Tract, with a total cost to the City for the sanitary sewer improvements of not to exceed $992,353.84.

Item Reference:

The Tyler Economic Development Council (TEDC) has acquired a 282-acre tract of land in north Tyler, known as the Wisenbaker Tract, located along US Highway 271 and FM 14, north of Loop 323. The TEDC is actively marketing this property for development to support economic diversification and job growth in the region.

While water service is currently available to the tract - thanks to a recently completed City water line project serving John Soules Foods - sanitary sewer infrastructure is not. To address this, TEDC has proposed to design and construct the necessary sanitary sewer improvements and is requesting the City's financial participation in the project.

The proposed Development Agreement outlines the responsibilities of both parties. TEDC will manage the design, permitting, bidding, and construction of the sanitary sewer improvements, including securing all necessary easements and approvals from both City and Smith County staff.

The City will reimburse TEDC for eligible costs upon final acceptance of the improvements.

The Tyler Economic Development Council (TEDC) has acquired a 282-acre tract of land in north Tyler, known as the Wisenbaker Tract, located along US Highway 271 and FM 14, north of Loop 323. The TEDC is actively marketing this property for development to support economic diversification and job growth in the region.

While water service is currently available to the trac - thanks to a recently completed City water line project serving John Soules Foods - sanitary sewer infrastructure is not. To address this, TEDC has proposed to design and construct the necessary sanitary sewer improvements and is requesting the City's financial participation in the project.

The proposed Development Agreement outlines the responsibilities of both parties. TEDC will manage the design, permitting, bidding, and construction of the sanitary sewer improvements, including

securing all necessary easements and approvals from both City and Smith County staff. The City will reimburse TEDC for eligible costs upon final acceptance of the improvements.

Agreement Details:
The TEDC will initiate a utility project to serve the Wisenbaker Tract with sanitary sewer and dedicate all necessary utility easements to the City.
The TEDC will cover all engineering, surveying, and study costs associated with the design and construction of the sanitary sewer improvements.

The City will finance the construction costs of the new sanitary sewer improvements, not to exceed $899,703.62, and the associated engineering, surveying, and easement costs, not to exceed $92,650.221.

Payment of the City's share will be due upon completion and final acceptance of the new sanitary sewer improvements by City staff.

This project supports the City's long-term infrastructure and economic development goals by enabling development in a key growth corridor of north Tyler. The Wisenbaker Tract represents a significant opportunity to attract new businesses and create jobs. The City's investment in sanitary sewer infrastructure will help unlock the development potential of this site and contribute to the broader mission of economic diversification and community growth.

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to execute the Development Agreement with the Tyler Economic Development Council (TEDC) to support the development of the Wisenbaker Tract and promote infrastructure improvements in north Tyler, with a total cost to the City for the sanitary sewer improvements of not to exceed $992,535.84.

Attachments:
Exhibit A - Overall Sewer Plan
Exhibit B - EOPC_Signed
TEDC-Development Agreement-Wisenbaker Tract-Rev

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

Edited/Submitted By:
City Manager

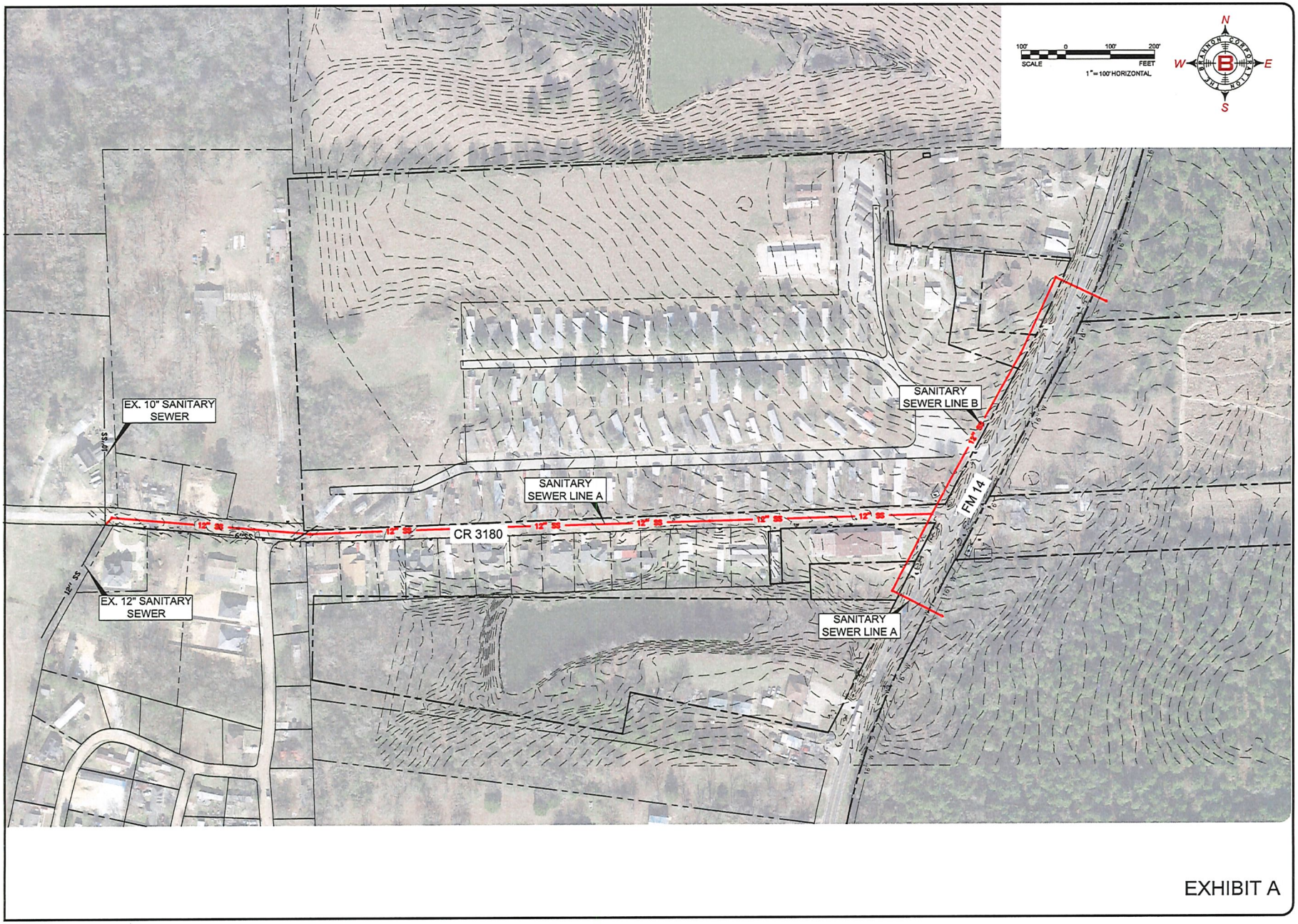


EXHIBIT A

DESIGNED BY: LMS
DATE: APRIL 2025

7/8/25
STATE OF TEXAS
MICHELE SULLIVAN
141623
LICENSED
PROFESSIONAL ENGINEER
L. Michele Sullivan

THE C.T. BRANNON CORPORATION
TX FIRM REG. #F-242
BRANNONCORP.COM
1321 S. BROADWAY AVE. TYLER, TX 75701 (903) 597-2122

BRANNON
ENGINEERING & CONSULTING
AQUATICS | CIVIL | AVIATION

CONSTRUCTION PLANS
FOR
PUBLIC SANITARY SEWER AT CR 3180
TYLER ECONOMIC DEVELOPMENT COUNCIL
TYLER, SMITH COUNTY, TEXAS

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REVISIONS

NO	DATE	REMARKS

ISSUED FOR:
PRELIMINARY
FOR
REVIEW ONLY

PROJECT NO. 25011
SHEET NO.

SANITARY SEWER EXTENSION AT CR 3180

Engineer's Opinion of Probable Costs

SUMMARY SHEET

The Brannon Corporation #25011

TOTAL SANITARY SEWER IMPROVEMENTS PHASE I: PART 'A'	$	670,000.00
TOTAL SANITARY SEWER IMPROVEMENTS PHASE II: PART 'B'	$	178,777.00
Subtotal (Phase 1 + Phase 2) =	$	848,777.00
Contingency (6%) =	$	50,926.62
Construction Subtotal =	$	899,703.62
Engineering Design (5%) =	$	44,985.18
Engineering Contract Administration (1%) =	$	8,997.04
Topo Surveying =	$	11,858.00
Boundary Surveying =	$	13,310.00
Landman Services =	$	5,000.00
Easement Acquisition =	$	8,500.00
Overall Total =	$	992,353.84

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



SANITARY SEWER EXTENSION AT CR 3180

TEDC

Engineer's Opinion of Probable Costs - Phase I (Sanitary Sewer Line A)

The Brannon Corporation #25011

ITEM NO.	DESCRIPTION AND UNIT PRICE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
Sanitary Sewer Improvements				
SS-1	Provide a **100% Performance, Payment, and Maintenance Bond for Sanitary Sewer Improvements**, in approved format, to the City of Tyler, complete for _____ Dollars and _____ cents per lump sum	1 LS	$ 10,000.00	$ 10,000.00
SS-2	Provide required **insurance**, including Liability Insurance, with the Owner and Engineer named as additional insured, complete for _____ Dollars and _____ cents per lump sum	1 LS	$ 4,086.00	$ 4,086.00
SS-3	**Contingency Allowance,** complete for **THIRTY THOUSAND** **Dollars and NO** cents per lump sum	1 LS	$ 30,000.00	$ 30,000.00
SS-4	Provide **Construction Staking** by Registered Professional Land Surveyor for sanitary sewer construction activities, complete and in place, for _____ Dollars and _____ cents per lump sum	1 LS	$ 4,000.00	$ 4,000.00
SS-5	Provide **Traffic Control** for construction activities by installing, maintaining, monitoring, and inspecting traffic control devices and following TxDOT and Smith County requirements, complete and in place for _____ Dollars and _____ cents per lump sum	1 LS	$ 2,000.00	$ 2,000.00
SS-6	Provide **electronic message board** for intersection closure and construction along ROW, complete and in place for _____ Dollars and _____ cents per month	4 MO	$ 1,000.00	$ 4,000.00
SS-7	Comply with the **Storm Water Pollution Prevention Plan** for construction activities by installing, maintaining, monitoring, and inspecting erosion control devices and providing the necessary documentation and record keeping for the SWPPP, complete and in place for _____ Dollars and _____ cents per lump sum	1 LS	$ 1,500.00	$ 1,500.00

SANITARY SEWER EXTENSION AT CR 3180

TEDC

Engineer's Opinion of Probable Costs - Phase I (Sanitary Sewer Line A)

The Brannon Corporation #25011

ITEM NO.	DESCRIPTION AND UNIT PRICE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
Sanitary Sewer Improvements				
SS-8	Furnish, install, and maintain **stabilized construction entrance** for erosion control, in place and complete, for Dollars and cents per each	1 EA	$ 2,500.00	$ 2,500.00
SS-9	Furnish, install, and maintain **silt fence** for erosion control, in place and complete, for Dollars and cents per linear foot	137 LF	$ 5.00	$ 685.00
SS-10	Furnish, install, and maintain **straw wattles with reinforcing pins** for erosion control, in place and complete, for Dollars and cents per linear foot	186 LF	$ 5.00	$ 930.00
SS-11	Furnish all material, labor, tools, equipment, supervision, and any other requisite necessary to perform **Clearing and Grubbing** along CR 3180 and FM 14, complete and in place, for Dollars and cents per linear foot	2,100 LF	$ 10.00	$ 21,000.00
SS-12	Furnish and broadcast **seeding** for erosion control, including fertilizer (seed application rate=1.5#/1000 sf, 2 applications), (application area =22,040 sf), as directed by the Engineer, complete and in place for Dollars and cents per pound	66 LB	$ 20.00	$ 1,320.00
SS-13	Furnish and install **12-inch SDR-26 PVC** (ASTM D2241, pipe color to be green) sanitary sewer (12 to 14 ft depth), complete and in place, for Dollars and cents per linear foot	69 LF	$ 90.00	$ 6,210.00
SS-14	Furnish and install **12-inch SDR-26 PVC Certa-Lok** Restrained Joint Integral Bell (ASTM D2241, pipe color to be green) sanitary sewer **by HDD**, complete and in place, for Dollars and cents per linear foot	2,042 LF	$ 200.00	$ 408,400.00

SANITARY SEWER EXTENSION AT CR 3180

TEDC

Engineer's Opinion of Probable Costs - Phase I (Sanitary Sewer Line A)

The Brannon Corporation #25011

ITEM NO.	DESCRIPTION AND UNIT PRICE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
Sanitary Sewer Improvements				
SS-15	Furnish and install **20-inch steel casing with spacers, by HDD** for 12" sanitary sewer complete and in place, for Dollars and cents per linear foot	80 LF	$ 150.00	$ 12,000.00
SS-16	Furnish and install **12-inch SDR-26 PVC** (ASTM D2241, pipe color to be green) sanitary sewer **inside 20" steel casing**, complete and in place, for Dollars and cents per linear foot	80 LF	$ 85.00	$ 6,800.00
SS-17	Furnish and install **select backfill** for sanitary sewer, gravity and service line, trenches, as shown on bedding detail, complete and in place, for Dollars and cents per linear foot	199 LF	$ 1.00	$ 199.00
SS-18	Furnish and install **crushed stone for Pipe Embedment** for sanitary sewer, gravity and service lines, as shown on trench detail, complete and in place, for Dollars and cents per cubic yard	9 CY	$ 65.00	$ 585.00
SS-19	Furnish and install standard **4-foot diameter pre-cast concrete manholes** (0 to 6-ft depth) with 30-inch ring & cover, complete and in place, for Dollars and cents per each	7 EA	$ 4,200.00	$ 29,400.00
SS-20	Furnish and install extra **vertical height** for 4-foot diameter precast concrete manholes, complete and in place, for Dollars and cents per vertical foot	48 VF	$ 200.00	$ 9,600.00
SS-21	**Connect to existing concrete manhole**, complete and in place, for Dollars and cents per each	1 EA	$ 1,000.00	$ 1,000.00

SANITARY SEWER EXTENSION AT CR 3180

TEDC

Engineer's Opinion of Probable Costs - Phase I (Sanitary Sewer Line A)

The Brannon Corporation #25011

ITEM NO.	DESCRIPTION AND UNIT PRICE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
Sanitary Sewer Improvements				
SS-22	Furnish and install **6-inch compacted thickness Type "B" HMAC base course** on trench width of sanitary sewer, (Quantity calculated on 40 sy * 2) complete and in place, for Dollars and cents per ton	29 TN	$ 180.00	$ 5,220.00
SS-23	Furnish and install **4' wide edge mill** on entire length of CR 3180, along south side, complete and in place, for Dollars and cents per square yard	845 SY	$ 15.00	$ 12,675.00
SS-24	Furnish and install **2-inch compacted thickness Type "D" HMAC surface course** on entire width of CR 3180, (Quantity calculated on 3,866 sy +10%) complete and in place, for Dollars and cents per ton	468 TN	$ 180.00	$ 84,240.00
SS-25	Furnish and install **temporary pavement area with 6" crushed stone with BaseLok Geocell** complete and in place, for Dollars and cents per cubic yard	24 CY	$ 125.00	$ 3,000.00
SS-26	Remove and reinstall **flag pole** complete and in place, for Dollars and cents per each	1 EA	$ 1,000.00	$ 1,000.00
SS-27	Remove and reinstall **concrete parking blocks** complete and in place, for Dollars and cents per each	2 EA	$ 1,000.00	$ 2,000.00
SS-28	Remove and reinstall **pipe fence** complete and in place, for Dollars and cents per linear foot	113 LF	$ 50.00	$ 5,650.00
	TOTAL SANITARY SEWER IMPROVEMENTS: PHASE I (PART 'A')			**$ 670,000.00**

SANITARY SEWER EXTENSION AT CR 3180

TEDC

Engineer's Opinion of Probable Costs - Phase II (Sanitary Sewer Line B)

The Brannon Corporation #25011

ITEM NO.	DESCRIPTION AND UNIT PRICE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
Sanitary Sewer Improvements - Primary				
SS-1	Furnish, install, and maintain **stabilized construction entrance** for erosion control, in place and complete, for Dollars and cents per each	1 EA	$ 2,500.00	$ 2,500.00
SS-2	Furnish, install, and maintain **silt fence** for erosion control, in place and complete, for Dollars and cents per linear foot	91 LF	$ 5.00	$ 455.00
SS-3	Furnish all material, labor, tools, equipment, supervision, and any other requisite necessary to perform **Clearing and Grubbing** along FM 14, north of CR 3180, complete and in place, for Dollars and cents per linear foot	600 LF	$ 20.00	$ 12,000.00
SS-4	Provide **Excavation Protection** (trench safety) including all methods, per OSHA requirements for gravity sanitary sewer trenches greater than 5 ft. in depth, for Dollars and cents per linear foot	609 LF	$ 2.00	$ 1,218.00
SS-5	Furnish and broadcast **seeding** for erosion control, including fertilizer (seed application rate=1.5#/1000 sf, 2 applications), (application area =4,800 sf), as directed by the Engineer, complete and in place for Dollars and cents per pound	15 LB	$ 20.00	$ 300.00
SS-6	Furnish and install **12-inch SDR-26 PVC** (ASTM D2241, pipe color to be green) sanitary sewer (10 to 12-ft depth), complete and in place, for Dollars and cents per linear foot	32 LF	$ 88.00	$ 2,816.00
SS-7	Furnish and install **12-inch SDR-26 PVC** (ASTM D2241, pipe color to be green) sanitary sewer (14 to 16-ft depth), complete and in place, for Dollars and cents per linear foot	14 LF	$ 92.00	$ 1,288.00

SANITARY SEWER EXTENSION AT CR 3180

TEDC

Engineer's Opinion of Probable Costs - Phase II (Sanitary Sewer Line B)

The Brannon Corporation #25011

ITEM NO.	DESCRIPTION AND UNIT PRICE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
Sanitary Sewer Improvements - Primary				
SS-8	Furnish and install **12-inch SDR-26 PVC Certa-Lok** Restrained Joint Integral Bell (ASTM D2241, pipe color to be green) sanitary sewer **by HDD**, complete and in place, for _____ Dollars and _____ cents per linear foot	609 LF	$ 200.00	$ 121,800.00
SS-9	Furnish and install **20-inch steel casing with spacers, by HDD** for 12" sanitary sewer complete and in place, for _____ Dollars and _____ cents per linear foot	80 LF	$ 150.00	$ 12,000.00
SS-10	Furnish and install **12-inch SDR-26 PVC** (ASTM D2241, pipe color to be green) sanitary sewer **inside 20" steel casing**, complete and in place, for _____ Dollars and _____ cents per linear foot	80 LF	$ 85.00	$ 6,800.00
SS-11	Furnish and install standard **4-foot diameter pre-cast concrete manholes** (0 to 6-ft depth) with 30-inch ring & cover, complete and in place, for _____ Dollars and _____ cents per each	3 EA	$ 4,200.00	$ 12,600.00
SS-12	Furnish and install extra **vertical height** for 4-foot diameter precast concrete manholes, complete and in place, for _____ Dollars and _____ cents per vertical foot	25 VF	$ 200.00	$ 5,000.00

TOTAL SANITARY SEWER IMPROVEMENTS:

PHASE II (PART 'B')

$ 178,777.00

THE STATE OF TEXAS

DEVELOPMENT CONTRACT BETWEEN
CITY OF TYLER AND TYLER ECONOMIC DEVELOPMENT COUNCIL
FOR DEVELOPMENT OF THE 282 ACRE WISENBAKER TRACT

COUNTY OF SMITH

This AGREEMENT is entered into by and between **THE CITY OF TYLER, TEXAS**, a municipal corporation hereafter called "**CITY**", and **TYLER ECONOMIC DEVELOPMENT COUNCIL**, A non-profit organization, hereafter called "**DEVELOPER**".

PREAMBLE

DEVELOPER'S mission is to diversify the local economy and stimulate job growth and retention to the Tyler area. To accomplish that mission, DEVELOPER has acquired a large tract of land located in north Tyler and is in the process of marketing the property for development. The tract, known as the Wisenbaker Tract, is a 282-acre tract located in the north part of Tyler, Texas, north of Loop 323, along US Highway 271 and FM 14. The development of the property will require connections to CITY's water and sanitary sewer utilities. CITY has recently completed a large water line project to John Soules Foods which abuts the Wisenbaker Tract. However, sanitary sewer is not available to the tract. Therefore, DEVELOPER is in the process of providing for the design and construction of new sanitary sewer improvements to serve the Wisenbaker Tract. Since CITY has adopted long term goals to promote the installation of orderly and timely infrastructure improvements to benefit all citizens in the area and recognizes the importance and advantages of constructing infrastructure in north Tyler, and since CITY recognizes the importance of diversifying the local economy and stimulating job growth, DEVELOPER is requesting CITY participate in the development costs of the Wisenbaker Tract by financing the cost of the sanitary sewer improvements.

AGREEMENT

Now, therefore, the Parties agree as follows:

1. Developer agrees to initiate a utility project to serve the Wisenbaker Tract with sanitary sewer. The alignment of the sanitary sewer is shown on **Exhibit "A"**, attached hereto, and incorporated herein.

2. Developer agrees to dedicate to City all utility easements necessary for the construction of the new sanitary sewer.

3. Developer agrees to submit construction plans for the sanitary sewer improvements for approval by City staff.

4. Developer agrees to submit construction plans for the sanitary sewer improvements for approval by Smith County staff.

5. Developer agrees to pay for all engineering, surveying, and study costs associated with the design and construction of the sanitary sewer improvements.

6. Developer agrees to pay for all landman costs and easement costs associated with the acquisition of easements for the sanitary sewer improvements.

7. Developer agrees to obtain sealed bids for the construction of the sanitary sewer improvements.

8. Developer agrees to contract with City approved contractors for the construction of the sanitary sewer improvements.

9. Developer agrees to require construction contracts to include standard City bonding requirements.

10. Developer agrees to contract for the construction of the sanitary sewer improvements, as shown on the approved construction plans. The cost of new sanitary sewer improvements is approximately **$899,703.62**, as shown in the Engineer's Opinion of Probable Cost (EOPC) in **Exhibit "B"**, attached hereto and incorporated herein.

11. City agrees to finance the cost, including the associated bonding and insurance costs, of the construction of the new sanitary sewer improvements, as shown in the EOPC, **in the amount not to exceed $899,703.62**.

12. City agrees to finance the cost of the engineering, surveying, and easements required for the construction of the new sanitary sewer improvements, as shown in the EOPC, **in the amount not to exceed $92,650.22**.

13. City agrees City's share of the cost shall be due on completion and Final Acceptance by City Staff of the new sanitary sewer improvements. Any cost overruns in the construction of the new sanitary sewer improvements, including fees, above **$992,353.84**, shall be the responsibility of Developer.

14. Developer and City agree payment of City's share of the cost to be paid in the following manner: After completion and Final Acceptance by City Staff of the sanitary sewer project, the Developer shall submit to the City for review and approval a statement showing the total value of the construction improvements done by the Contractor and the associated engineering, surveying, easement costs. City shall then pay Developer within thirty (30) business days the total amount of the approved statement.

15. Developer and City agree this Development Contract is effective for a period of 2 years from the date of execution to allow for fluctuations in market conditions.

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

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

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

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

EXECUTED AND ENTERED INTO this _____ day of _____, 2025.

ATTEST: **CITY OF TYLER, TEXAS ("CITY")**

_____ BY: _____

City Clerk, Cassandra Brager City Manager, Edward Broussard

APPROVED: _____

City Attorney, Deborah Pullum

ATTEST:

TYER ECONOMIC DEVELOPMENT COUNCIL

_____

BY: _____

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

Scott Martinez, CEcD

TITLE: **President-The C. T. Brannon Corp**

TITLE: **President and CEO**

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-1

Date: August 13, 2025

Subject: Request that the City Council consider authorizing the City Manager to ratify a reconciliation change order that will increase the contract amount by $28,700.00 and the release of final retainage payment in the amount of $33,874.10 to Gracon Construction, Inc. for the construction of the Southside Wastewater Treatment Plant Improvements.

Item Reference: **City Council Agenda C-A-3, 12/12/18; M-7, 11/13/19, M-3 07/22/20**

On July 22, 2020, Council awarded a contract to Gracon Construction, Inc. for the rehabilitation of the Southside Wastewater Treatment Plant Improvements. The original Bid was $3,661,620.00. The rehabilitation work has been successfully completed at a total cost of $3,690,320.00, resulting in the project being $28,700.00 (0.78%) over the original contract amount due to unforeseen field conditions.

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to ratify a reconciliation change order that will increase the contract amount by $28,700.00 and the release of final retainage payment in the amount of $33,874.10 to Gracon Construction, Inc. for the construction of the Southside Wastewater Treatment Plant Improvements.

Attachments:
Final Acceptance
PE 20 (Final)
Contractor's Affidavit of Bills Paid
Waiver and Release
Consent of Surety Company to Final Payment
DeNora Complimentary Service Contract
Reconciliatory Change Order

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

Edited/Submitted By:
City Manager

6781 Oak Hill Boulevard
Tyler, TX 75703
903.581.8141

June 12, 2025

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

via email delivery

RE: ***City of Tyler***
Wastewater Treatment Plant Chlorination/Dechlorination Improvements
City of Tyler Bid No. 22-032, KSA Project No. TYL.397
Final Acceptance

Dear Mrs. Ingram:

The Contractor has completed all work for the above referenced project. To close out the City's contract with Gracon Construction, Inc., the following actions are recommended:

- Approval of Contractor's Pay Request No. 20 (Final) with retainage reduced to 0%. The final payment amount is $33,874.10.

- Acceptance of the project by the City.

KSA has reviewed the work and has verified the work for conformance to the Contract requirements. Enclosed for your records is a copy of the Contractor's Affidavit of Bills Paid and Waiver and Release forms.

If you have any questions or need any additional information, please do not hesitate to call or respond.

Sincerely,

KSA

Blake W. Bogenschutz, P.E.
Project Manager

PROGRESS ESTIMATE

KSA
6781 OAK HILL BLVD
TYLER, TX 75703

Estimate No.: 20 (Final)

Date: June 12, 2025
Project: WWTP Chlorination/Dechlorination Improvements
Period: From: 10/26/2024 To: 06/12/2025
Contractor: Gracon Construction, Inc.
Address: 4343 Lasater Road, Mesquite, Texas 75336
Amount of Contract as Awarded: $3,661,620.00

Change Orders:

# 1 $	13,200.00	# 6 $	
# 2 $	15,500.00	# 7 $	
# 3 $		# 8 $	
# 4 $		# 9 $	
# 5 $		#10 $	

Total Change Orders: $28,700.00
Total Adjusted Contract: $3,690,320.00

Notice to Proceed Date: September 1, 2022
Contract Time: 423 Days
% Complete (Time) 240%
% Complete ($) 100%
Project No: TYL.397 (22-032)

PREVIOUS PAYMENTS AUTHORIZED

#1	146,225.70	#11	785,600.41
#2	84,068.88	#12	81,389.54
#3	246,500.88	#13	273,369.43
#4	371,712.24	#14	23,732.19
#5	70,665.75	#15	43,836.56
#6	81,084.39	#16	88,586.08
#7	167,720.60	#17	177,114.15
#8	194,636.19	#18	54,725.00
#9	206,887.87	#19	25,820.25
#10	532,769.79	#20	

Total Payments Previously Authorized: $3,656,445.90

Item No.	Description	Unit of Meas.	Quantity Original Estimate	Previous Month's Quantity	Current Month's Quantity	Quantity Completed To Date	Unit Price ($)	Value of Completed Work ($)
GENERAL CONDITIONS								
1.01	Mobilization, Insurance, and Bonds	LS	1	1.00		1.00	$181,000.00	181,000.00
1.02	Temporary Bypass Pumping	LS	1	1.00		1.00	$10,000.00	10,000.00
1.03	Temporary Chemical Feed Provisions	LS	1	1.00		1.00	$10,000.00	10,000.00
1.04	Control of Ground and Surface Water	LS	1	1.00		1.00	$1,000.00	1,000.00
1.05	Hydromulch	LS	1	1.00		1.00	$5,000.00	5,000.00
1.06	Controls Specialist Allowance	AL	1	1.00		1.00	$66,620.00	66,620.00
1.07	Miscellaneous Allowance	AL	1	1.00		1.00	$0.00	0.00
1.08~~	**Additional Load Cells for Container Scales**	**AL**	**1**	**0.00**	**1.00**	**1.00**	**$15,500.00**	**15,500.00**
SOUTHSIDE WASTEWATER TREATMENT PLANT CHLORINATION/DECHLORINATION IMPROVEMENTS								
2.01	**SS Disinfection Building Structural/Architectural Improvements**							
2.01.01	Temporary Utilities	MO	11	11.00		11.00	2,000.00	22,000.00
2.01.02	Install Steel Lintels and Dowels for Masonry	LS	1	1.00		1.00	15,000.00	15,000.00
2.01.03	Install Masonry Walls	LS	1	1.00		1.00	121,000.00	121,000.00
2.01.04	Demo Doors	EA	5	5.00		5.00	2,000.00	10,000.00
2.01.05	Demo Windows	EA	8	8.00		8.00	2,000.00	16,000.00
2.01.06	Install Doors	EA	7	7.00		7.00	11,000.00	77,000.00
2.01.07	Install Windows	EA	12	12.00		12.00	4,000.00	48,000.00
2.01.08	Install Double Door	EA	1	1.00		1.00	40,000.00	40,000.00
2.01.09	Repair Roof	LS	1	1.00		1.00	15,000.00	15,000.00
2.01.10	Core Walls for Pipe and FRP Ductwork	LS	1	1.00		1.00	10,000.00	10,000.00
2.01.11	Label Piping	LS	1	1.00		1.00	6,000.00	6,000.00
2.01.12	Paint Walls and Beam	LS	1	1.00		1.00	20,000.00	20,000.00
2.01.13^	**Paint Existing Concrete Ceiling, Beams, and Columns**	**LS**	**1**	**1.00**		**1.00**	**6,624.00**	**6,624.00**
2.02	**SS Chlorination Chemical Storage and Feed Improvements**							
2.02.01	Chlorination Equipment Submittals	LS	1	1.00		1.00	10,000.00	10,000.00
2.02.02	Demo Existing Chlorination Equipment	LS	1	1.00		1.00	30,000.00	30,000.00
2.02.03	Install New Chlorination Equipment	LS	1	1.00		1.00	165,000.00	165,000.00
2.02.04	Install Manifold Header Frame	LS	1	1.00		1.00	20,000.00	20,000.00
2.02.05	Install Interior Pipe	LS	1	1.00		1.00	25,000.00	25,000.00
2.02.06	Remove and Replace Pumps	LS	1	1.00		1.00	45,000.00	45,000.00
2.02.07	Start-Up	LS	1	1.00		1.00	5,000.00	5,000.00
2.03	**SS Dechlorination Chemical Storage and Feed Improvements**							
2.03.01	Dechlorination Equipment Submittals	LS	1	1.00		1.00	10,000.00	10,000.00
2.03.02	Demo Existing Dechlorination Equipment	LS	1	1.00		1.00	30,000.00	30,000.00
2.03.03	Install New Dechlorination Equipment	LS	1	1.00		1.00	190,000.00	190,000.00
2.03.04	Install Manifold Header Frame	LS	1	1.00		1.00	20,000.00	20,000.00
2.03.05	Install Interior Pipe	LS	1	1.00		1.00	30,000.00	30,000.00
2.03.06	Install Induction Unit and Crane	LS	1	1.00		1.00	35,000.00	35,000.00
2.03.07	Start-Up	LS	1	1.00		1.00	5,000.00	5,000.00
2.04	**SS Disinfection Building Heating and Ventilation Improvements**							
2.04.01	Demo Existing Fans and Louvers	LS	1	1.00		1.00	20,000.00	20,000.00

Item No.	Description	Unit of Meas.	Quantity Original Estimate	Previous Month's Quantity	Current Month's Quantity	Quantity Completed To Date	Unit Price ($)	Value of Completed Work ($)
2.04.02	Scrubber Pad Excavation	LS	1	1.00		1.00	50,000.00	50,000.00
2.04.03	Scrubber Pad Concrete	LS	1	1.00		1.00	64,000.00	64,000.00
2.04.04	Scrubber Submittals	LS	1	1.00		1.00	10,000.00	10,000.00
2.04.05	Install Scrubber	LS	1	1.00		1.00	253,000.00	253,000.00
2.04.06	Install Fans and Louvers	LS	1	1.00		1.00	50,000.00	50,000.00
2.04.07	Install Unit Heaters	LS	1	1.00		1.00	35,000.00	35,000.00
2.04.08	Install FRP Ductwork	LS	1	1.00		1.00	133,000.00	133,000.00
2.04.09	Start-Up	LS	1	1.00		1.00	5,000.00	5,000.00
2.05	**SS Water Supply Improvements**							
2.05.01	Install Yard Pipe	LS	1	1.00		1.00	105,000.00	105,000.00
2.05.02	Pipe Supports	LS	1	1.00		1.00	15,000.00	15,000.00
2.05.03	Pipe Insulation	LS	1	1.00		1.00	7,000.00	7,000.00
2.05.04	Eyewash	LS	1	1.00		1.00	13,000.00	13,000.00
2.06	**SS Chlorine Contact Chamber Improvements**							
2.06.01	Demo Influent Chamber Stairs and Equipment	LS	1	1.00		1.00	25,000.00	25,000.00
2.06.02	Remove and Replace Gates	EA	4	4.00		4.00	21,250.00	85,000.00
2.06.03	Install New Stairs	LS	1	1.00		1.00	30,000.00	30,000.00
2.06.04	Install New Grating and Handrail	LS	1	1.00		1.00	10,000.00	10,000.00
2.07	**SS Paving and Site Improvements**							
2.07.01	Asphalt Paving Subgrade	SY	351	351.00		351.00	60.00	21,060.00
2.07.02	Asphalt Paving	SY	351	351.00		351.00	40.00	14,040.00
2.07.03	Concrete Paving Subgrade	SY	104	104.00		104.00	60.00	6,240.00
2.07.04	Concrete Paving	SY	104	104.00		104.00	160.00	16,640.00
2.07.05	All Weather Access Rock	SY	115	115.00		115.00	100.00	11,500.00
2.07.06	Sidewalk	LS	1	1.00		1.00	8,000.00	8,000.00
2.07.07	Bollards	LS	1	1.00		1.00	2,520.00	2,520.00
2.08	**SS Electrical and Controls**							
2.08.01	Electrical Submittals	LS	1	1.00		1.00	30,000.00	30,000.00
2.08.02	Gear Package	LS	1	1.00		1.00	40,000.00	40,000.00
2.08.03	Electrical Materials	LS	1	1.00		1.00	108,000.00	108,000.00
2.08.04	Electrical Labor	LS	1	1.00		1.00	32,000.00	32,000.00
2.08.05	Relocate Lightpole	LS	1	1.00		1.00	10,000.00	10,000.00
2.08.06* **	**Battery Back-ups for Interior Light Fixtures**	**LS**	**1**	**1.00**		**1.00**	**2,250.00**	**2,250.00**
2.08.07^^^	**Disinfection Building Heater Lock Out Provisions**	**LS**	**1**	**1.00**		**1.00**	**12,325.00**	**12,325.00**
2.09	**SS Electrical Power System Studies**							
2.09.01	SS Electrical Power System Studies	LS	1	1.00		1.00	6,000.00	6,000.00
WESTSIDE WASTEWATER TREATMENT PLANT CHLORINATION/DECHLORINATION IMPROVEMENTS								
3.01	**WS Disinfection Building Structural/Architectural Improvements**							
3.01.01	Demo Existing Paving	LS	1	1.00		1.00	20,000.00	20,000.00
3.01.02	Replace Double Doors	LS	1	1.00		1.00	40,000.00	40,000.00
3.02	**WS Chlorination Chemical Storage and Feed Improvements**							
3.02.01	Chlorination Equipment Submittals	LS	1	1.00		1.00	10,000.00	10,000.00
3.02.02	Demo Existing Chlorination Equipment	LS	1	1.00		1.00	30,000.00	30,000.00
3.02.03	Install New Chlorination Equipment	LS	1	1.00		1.00	185,000.00	185,000.00
3.02.04	Install Manifold Header Frame	LS	1	1.00		1.00	20,000.00	20,000.00
3.02.05	Install Interior Pipe	LS	1	1.00		1.00	30,000.00	30,000.00
3.02.06	Remove and Replace Pump	LS	1	1.00		1.00	15,000.00	15,000.00
3.02.07	Start-Up	LS	1	1.00		1.00	5,000.00	5,000.00
3.03	**WS Dechlorination Chemical Storage and Feed Improvements**							
3.03.01	Dechlorination Equipment Submittals	LS	1	1.00		1.00	10,000.00	10,000.00
3.03.02	Demo Existing Dechlorination Equipment	LS	1	1.00		1.00	30,000.00	30,000.00
3.03.03	Install New Dechlorination Equipment	LS	1	1.00		1.00	190,000.00	190,000.00
3.03.04	Install Manifold Header Frame	LS	1	1.00		1.00	20,000.00	20,000.00
3.03.05	Install Interior Pipe	LS	1	1.00		1.00	30,000.00	30,000.00
3.03.06	Install Induction Unit and Crane	LS	1	1.00		1.00	20,000.00	20,000.00
3.03.07	Start-Up	LS	1	1.00		1.00	5,000.00	5,000.00
3.04	**WS Water Supply Improvements**							
3.04.01	Remove and Replace Sidewalk	LS	1	1.00		1.00	26,000.00	26,000.00
3.04.02	Install Yard Pipe	LS	1	1.00		1.00	85,000.00	85,000.00

Item No.	Description	Unit of Meas.	Quantity Original Estimate	Previous Month's Quantity	Current Month's Quantity	Quantity Completed To Date	Unit Price ($)	Value of Completed Work ($)
3.04.03	Pipe Supports	LS	1	1.00		1.00	20,000.00	20,000.00
3.04.04	Pipe Insulation	LS	1	1.00		1.00	9,000.00	9,000.00
3.04.05	Label Piping	LS	1	1.00		1.00	7,000.00	7,000.00
3.04.06	Eyewash	LS	1	1.00		1.00	13,000.00	13,000.00
3.05	**WS Chlorine Contact Chamber Improvements**							
3.05.01	Demo Existing Effluent Weir	LS	1	1.00		1.00	5,000.00	5,000.00
3.05.02	Install New Effluent Weir	LS	1	1.00		1.00	20,000.00	20,000.00
3.06	**WS Paving and Site Improvements**							
3.06.01	Asphalt Paving Subgrade	SY	244	244.00		244.00	60.00	14,640.00
3.06.02	Asphalt Paving	SY	244	244.00		244.00	40.00	9,760.00
3.06.03	Concrete Paving Subgrade	SY	349	349.00		349.00	60.00	20,940.00
3.06.04	Concrete Paving	SY	349	349.00		349.00	110.00	38,390.00
3.06.05	Install 15'' RCP Pipe and Headwalls	LS	1	1.00		1.00	22,270.00	22,270.00
3.06.06	Install Inlet Box	LS	1	1.00		1.00	12,000.00	12,000.00
3.06.07*	**Remove and Replace Additional Asphalt Paving**	**LS**	**1**	**1.00**		**1.00**	**13,275.00**	**13,275.00**
3.06.08**	**Transformer Pad**	**LS**	**1**	**1.00**		**1.00**	**17,526.00**	**17,526.00**
3.07	**WS Electrical and Controls**							
3.07.01	Electrical Materials	LS	1	1.00		1.00	60,000.00	60,000.00
3.07.02	Electrical Labor	LS	1	1.00		1.00	23,000.00	23,000.00
3.07.03~	**Effluent Flow Signal Conduit and Wire to Disinfection Facility**	**LS**	**1**	**1.00**		**1.00**	**13,200.00**	**13,200.00**
3.08	**WS Electrical Power System Studies**							
3.08.01	WS Electrical Power System Studies	LS	1	1.00		1.00	6,000.00	6,000.00
GOLDEN ROAD WATER TREATMENT PLANT IMPROVEMENTS								
^^4.01	**Golden Road WTP Filter 2 Grout Repair**	**LS**	**1**	**1.00**		**1.00**	**48,000.00**	**48,000.00**

***Per Field Work Order No. 1**

****Per Field Work Order No. 2**

*****Per Field Work Order No. 3**

^Per Field Work Order No. 4

^^Per Field Work Order No. 5

^^^Per Field Work Order No. 6

~Per Change Order No. 1

~~Per Change Order No. 2

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer represents to the Owner that to the best of the Engineer's knowledge, information and belief, the Work (excluding trench safety) has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the ***AMOUNT PAYABLE.*** *The Contractor is solely responsible for trench safety and as such, the Engineer makes no representation that this pay item has been performed in a manner consistent with the Contract Documents.*

KSA

By Blake W Bogenhagen

Date 06-12-2025

Approved: **CITY OF TYLER**

By

Date

Total Amount to Date	$3,690,320.00
Material on Hand	$0.00
	$3,690,320.00
Less 0% Retainage	$0.00
Net Total	$3,690,320.00
Less Previous Payments	$3,656,445.90
Amount Payable to Contractor This Estimate	**$33,874.10**

Section 12 CONTRACTOR'S AFFIDAVIT OF BILLS PAID

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

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

I, SEAN GRAVES *[Name of Affiant]*, do solemnly swear or affirm that I am the legal representative of GRACON CONSTRUCTION, INC. *[Contractor's Company / Corporation Name]*, the City of MESQUITE, the County of DALLAS, the State of TEXAS, and that the work for the construction of the project designated below has been satisfactorily completed:

City of Tyler Bid Number	22-032
Project Name	Wastewater Treatment Plant Chlorination/Dechlorination Improvements

Additionally, I do solemnly swear or affirm:

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

OR

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

Name	Amount Owed	Telephone	Address
	$		
	$		
	$		

Sean Graves
Signature of Contractor SEAN GRAVES

Sworn to and subscribed before me by *Affiant* on the 12TH day of JUNE, 20 25.

SUZANNE Y. LOCKE
My Notary ID # 3804351
Expires December 21, 2028

Suzanne Y. Locke
Notary Public In and For The State of Texas

SUZANNE Y LOCKE
Notary's Printed Name

My Commission Expires: 12/21/2028

Section 14 WAIVER AND RELEASE

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

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

City of Tyler Bid Number	22-032
Project Name	Wastewater Treatment Plant Chlorination/Dechlorination Improvements

On receipt by the signer of this document of a check from CITY OF TYLER *[Maker of Check]* in the sum of $ $33,874.10 payable to GRACON CONSTRUCTION, INC. *[Payee(s) of Check]* and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of CITY OF TYLER *[Owner]* located at P.O. BOX 2039, TYLER, TX. 75710 *[Location]* to the following extent: Wastewater Treatment Plant Chlorination/Dechlorination Improvemen *[Job Description]*.

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

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

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

Date 06/12/2025

GRACON CONSTRUCTION, INC (Company name)

By _____ (Signature) SEAN GRAVES

PROJECT MANAGER (Title)

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

AIA DOCUMENT G707

OWNER ☒
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

Bond # 107665734

PROJECT: 22-032 - Wastewater Treatment Plant Chlorination/Dechlorination Improvements

TO (Owner):
City of Tyler
212 N. Bonner Ave.
Tyler, TX 75702

CONTRACT FOR: Capital Improvement Project

CONTRACT DATE: 07/14/2022

CONTRACTOR:
Gracon Construction, Inc.

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183
, SURETY COMPANY,

on bond of
Gracon Construction, Inc.
4343 Lasater Road
Mesquite, TX 75181
, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to
City of Tyler, Texas
212 N. Bonner Ave.
Tyler, TX 75702
, OWNER,

As set forth in the said Surety Company's bond

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this 9th day of June, 2025.

Travelers Casualty and Surety Company of America
Surety

Signature of authorized representative

Attest:
(Seal)
Eric Lesch, Witness

Felix Navejar, Attorney-In-Fact
Name & Title

AIA DOCUMENT G707 · CONSENT OF SURETY COMPANY TO FINAL PAYMENT · APRIL 1970 EDITION · AIA®
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Project: 22-032 - Wastewater Treatment Plant Chlorination/Dechlorination Improvements
Obligee: City of Tyler
Principal: Gracon Construction, Inc.
Bond #: 107665734

TRAVELERS	**Travelers Casualty and Surety Company of America** **Travelers Casualty and Surety Company** **St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Felix Navejar** of **Colleyville**, **Texas** their true and lawful Attorney-in-Fact(s) to sign, execute, seal an acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.

State of Connecticut
City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.
My Commission expires the **30th** day of **June, 2026**

_____
Anna P. Nowik

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **9th** day of **June, 2025**

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

Warranty and Capability

De Nora Water Technologies warrants its Series 4100B floor mounted gas feeders for eighteen (18) months from date of invoice, or twelve (12) months from date of installation,whichever expires first.

De Nora Water Technologies is ISO 9001 certified to provide quality and precision materials. Disinfection technologies, water quality monitors and instrumentation for water and wastewater are areas of specialization. Over 50 years of industrial and municipal application experience in the water and wastewater industries is incorporated into the equipment design to provide high quality comprehensive solutions for the global market.

De Nora Water Technologies agrees to provide labor for (2) annual preventive maintenance service trips
See attached e-mail for timing of service trips

The following equipment will be covered - Gas manifolds, filters, PRV's regulators, ejectors and induction units.

KSA 6781 Oak Hill Blvd. Tyler, TX 75703 **CHANGE ORDER No. 1 (RECONCILIATORY)**	Date June 18, 2025 Project No. TYL.397 / Bid No. 22-032 Location Tyler, TX
To (Contractor) Gracon Construction, Inc. 4343 Lasater Road Mesquite, TX 75336	Job Description Wastewater Treatment Plant Chlorination/Dechlorination Improvements Total Contract Price: Original $3,661,620.00 Previous CO / WO $0.00 Current $3,661,620.00

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)
CO 1.1	Add Item 3.07.03 - Effluent Flow Signal Conduit and Wire to Disinfection Facility: 1 LS @ $13,200.00/LS.	$0.00	$13,200.00
CO 1.2	Add Item 1.08 - Additional Load Cells for Container Scales: 1 LS @ $15,500.00/LS.	$0.00	$15,500.00
	Change in contract price due to this Change Order:		
	Total Decrease	$0.00	
	Total Increase		$28,700.00
	Difference between Columns (3) and (4)		$28,700.00
			$28,700.00

The sum of **$28,700.00** is hereby ~~(unchanged)~~ (added to) ~~(deducted from)~~ the total contract price, and the total adjusted contract price to date thereby is **$3,690,320.00**.

The time provided for completion in the contract is ~~(unchanged)~~ (increased by) ~~(decreased by)~~ **37** additional calendar days added to the contract time for a total adjusted contract time of **423** calendar days for final completion. This document shall become an amendment to the contract and all provisions of the contract will apply hereto.

Recommended by	Blake W Boganwitz	06-18-2025
(Engineer)	**KSA**	Date
Accepted by	Sean Graves	6-18-25
(Contractor)	**Gracon Construction, Inc.**	Date
Approved by		
(Owner)	**City of Tyler**	Date

Gracon Construction, Inc.
MAILING ADDRESS: P.O. BOX 360039, DALLAS, TEXAS 75336-0039, PHONE: (972) 222-8533
FAX: (972) 222-8542

KSA Engineers
6781 Oak Hill Blvd.
Tyler, TX 75703
Attn: Blake Bogenschutz, P.E.

Job: Tyler WWTP Chlorination & Dechlorination Improvements

RE: CMR-009-Westside WWTP Flow Meter Signal

Scope: Provide all material and labor to install the electrical needed to provide a 4-20mA signal from the effluent flow meter to the Chemical Feed Electrical Room RTU-400. This will allow the flow meter to be integrated into the Disinfection Feed Cabinets as specified on this project.

Cost: $ 13,200.00

Contract Time Extension- 7 Additional Working Days.

Sincerely,
Sean Graves
Office (972)331-8039
Cell (972)533-2385

July 23, 2024

Tyler WWTP Chlorination & Dechlorination Improvements

CMR-009-Flow Meter Signal to CL2 Electrical Room

Description	Quantity	Unit		Unit Cost		Subtotal
Material						
Electrical	1	ls	$	6,062.50	$	6,062.50
Concrete/Rebar	1	ls	$	500.00	$	500.00
Labor						
Remove/Replace Sidewalk	2	sh	$	1,500.00	$	3,000.00
Equipment						
N/A	0	sh	$	-	$	-
				Subtotal	$	9,562.50
		Field Burden		20%	$	1,912.50
				Subtotal	$	11,475.00
		Overhead/Profit		15%	$	1,721.25
				Total	**$**	**13,196.25**

sgraves@gracon.biz

From: jwelectric0200@aol.com
Sent: Monday, July 22, 2024 6:54 AM
To: sgraves@gracon.biz
Subject: City Of Tyler Southside WWTP CL2/SO2 Project Change Order Request

Follow Up Flag: Follow up
Flag Status: Flagged

Sean , change order request for the above reference project. Furnish material and labor to install new conduit and wire from existing plant effluent flow meter at Westside WWTP to existing CL2/SO2 control room RTU j-box 400. Plans show the existing flow signal was to be in the existing j-box 400 for us to use for flow pacing of new chemical feed equipment for this project. The existing signal is not there at this time. Our price includes all above grade pipe and fittings to be PVC Coated tyle and all underground conduit to be the same. Dig ditch from CL2 contact chamber to existing CL/2 building , run down wall and core drill hole in control room to run pipe to J-Box RTU 400. Install new 2/conductor shielded cable for flow signal. Our price does not include cutting out two side walks and replacing concrete after conduit is installed. Sean please include this in you work. Total price for this change order request is $6,062.50. Please let me know if you could the next day or two and we can get on this to finish up this project. If you have any question please give me a call. Thank You J.W.

Gracon Construction, Inc.
MAILING ADDRESS: P.O. BOX 360039, DALLAS, TEXAS 75336-0039, PHONE: (972) 222-8533
FAX: (972) 222-8542

KSA Engineers
6781 Oak Hill Blvd.
Tyler, TX 75703
Attn: Blake Bogenschutz, P.E.

Job: Tyler WWTP Chlorination & Dechlorination Improvements

RE: CMR-010- Additional Load Cells-Rev A

Scope: Provide all material, labor required to install additional (1) new load cell at the Chlorine and SO2 rooms at both Southside WWTP and Westside WWTP (4) total new load cells. Work includes relocating trunnions and scales as needed to allow space for new load cells. Wiring of new load cell to scale controller, start-up and additional training as needed.

Cost: $ 15,500.00

Contract Time Extension- 30 days

Sincerely,
Sean Graves
Office (972)331-8039
Cell (972)533-2385

February 4, 2025

Tyler WWTP Chlorination & Dechlorination Improvements

CMR-010- Separate Scales

Description	Quantity	Unit		Unit Cost		Subtotal
Material						
DeNora- Load Cells	1	ls	$	7,980.00	$	7,980.00
DeNora- Start-Up	1	ls	$	-	$	-
Electrical	1	ls	$	2,000.00	$	2,000.00
Labor						
Relocate Scales	4	sh	$	1,200.00	$	4,800.00
Equipment						
N/A	0	sh	$	-	$	-
				Subtotal	$	14,780.00
		Field Burden		5%	$	739.00
				Subtotal	$	15,519.00
		Overhead/Profit		0%	$	-
				Total	**$**	**15,519.00**

Proposal Prepared for:

Hartwell Environmental Corporation

Gas Feed Equipment Proposal

Project Name: Tyler WWTP Chlorine
Proposal Number: P-156507
Date: 12/10/2024

De Nora Water Technologies
De Nora Water Technologies, LLC.
3000 Advance Lane,
Colmar, PA 18915, United States
Tel: +1 215 997 4000

DE NORA

De Nora Water Technologies, LLC.
3000 Advance Lane,
Colmar, PA 18915, United States
Tel: +1 215 997 4000

TO: Hartwell Environmental Corporation

Date:12/10/2024

Quotation: P-156507

Engineer:

BUDGETARY QUOTATION

De Nora Water Technologies, LLC. (De Nora) is pleased to offer the following quotation for the above-referenced project, based on requirements. This quotation is limited to our scope of supply and clarifications and/or exclusions, as attached. Thank you for considering De Nora Water Technologies, LLC.

TOTAL PRICE: To be advised (based on decision to buy new scales or modify existing)

Price is valid for 90 days and is expressly limited to and conditioned on Buyer's acceptance of the De Nora General Terms and Conditions of Sale set forth at Sales Terms & Conditions | De Nora.

Taxes: Prices exclude any and all sales taxes

Payment Terms: Net 30 Payment Terms

Shipment Terms: FCA Jobsite

Shipment Lead Time: **Option A.1**: 4-5 week / **Option A.2:** 2-3 weeks

Note: The above schedule will be considered the timing of the project. Please confirm at time of order.

Should you have any questions or wish to discuss anything, please contact the undersigned.

De Nora Water Technologies, LLC.
BY Kyle Carney

Commercial Clarifications and Exclusions

A. Clarifications

1. If freight is included the freight quoted is valid for 30 days; freight is subject to change based on dimensions, weight, service level, carrier, fuel, security and size of applicable shipment.

B. Exclusions

1. Taxes, Fees, Licenses

2. SCOPE OF SUPPLY

~~A.1 New single ton container scales~~

~~Qty. 8~~

~~Total Amount: $53,870.00~~

OR

A.2 New Load Cells

Qty. 4

Total Amount: $7,980.00

B.1 Start-up and training services including expenses portal to portal (1 day).

Qty. 1

Total Amount: ~~$4,500.00~~

3. TECHNICAL CLARIFICATIONS AND EXCLUSIONS

A. Clarifications

1. No piping, valves, fittings, wiring, anchor bolts, etc. are included other than those listed.

2. Unless included in our Scope of Supply Section, start-up service, training, supervision, etc. is not included in this quotation. If these services are required, they are available at prevailing rates plus all expenses portal-to-portal.

B. Exclusions

This proposal is executed by:

Name of Buyer/Company
Address of Buyer Company

By: _____/_____
(Signature) (Date)
_____/_____
(Printed Name) (Title)

De Nora Water Technologies, LLC.
3000 Advance Lane
Colmar, PA 18915

By: _____/_____
(Signature) (Date)
_____/_____
(Printed Name) (Title)

Place Orders and Address Correspondence to:

De Nora Water Technologies, LLC.
3000 Advance Lane
Colmar, PA 18915
Phone: 215-997-4000, Fax: 215-997-3779

Local representation provided by:

Design improvements may be made without notice.
Represented by:



De Nora Water Technologies
3000 Advance Lane Colmar, PA 18915
ph +1 215 997 4000 • fax +1 215 997 4062
web: www.denora.com
mail: info.dnwt@denora.com

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MAY 2021
005.9040.8

Separate existing dual tank scales into single tank scales.

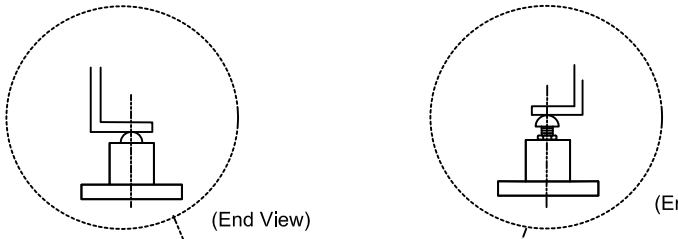
Qty	Model & Description
4	DR40 Single Tank Ton Container Scale
1	4000-4 Wizard 4-Channel Indicator
4	WMA420 4-20mA Output (Indivldual)
1	WMA420 4-20mA Output (Totals of 4 Tanks)

FRAME 1:

(with new Shear Beam Load Cell)

FRAME 2:

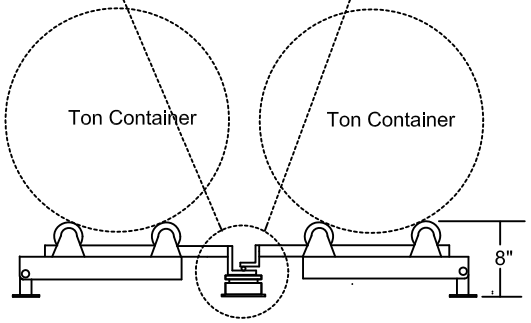
(with new Shear Beam Load Cell)



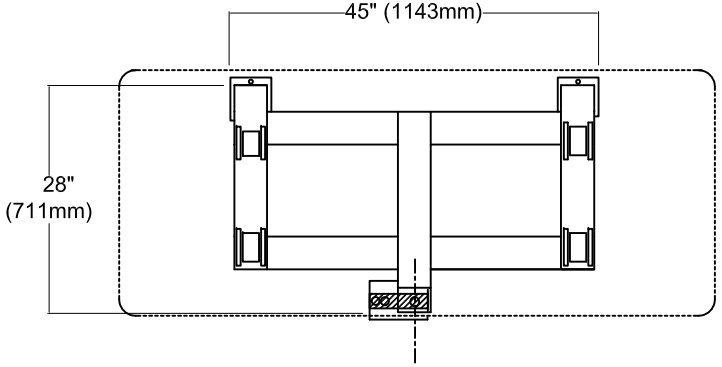
Load Button should NOT allign with "hole" in tongue. Move button to the left or right of it before bolting down shear beam load cell.

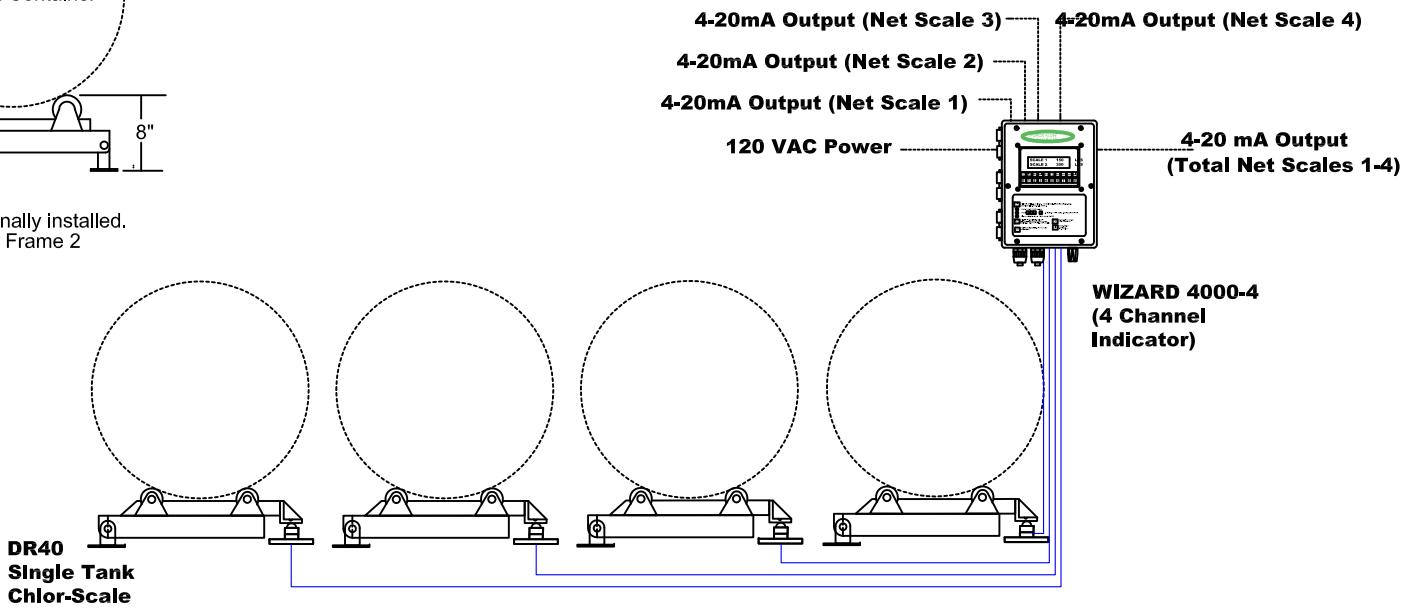
Mark centerline of welded rod on top of tongue before grinding welded rod off, to insure proper calibration

Adjust shear beam load button until frame is level. Tighten jam nut.



Existing Hydraulic Load Cell as originally installed. Frame 1 resting directly on load cell, Frame 2 resting on top of Frame 1.





FORCE FLOW

2430 Stanwell Dr, Concord, Ca 94520 USA
1-800-893-6723 US & Canada, Fax: 925-686-6713
WWW.forceflow.com / Info@forceflow.com

CONVERTING EXISTING
(2) DUAL TANK HYDRAULIC
TO (4) SINGLE TANK ELECTRONIC
SCALES

Drawn by: SLP/KBV

Date: 2/13/12

Verified:

Scale:

Drawing Number

31658

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-2

Date: August 13, 2025

Subject: Request that the City Council consider authorizing the City Manager to execute a construction contract with Rub-A-Dub Plumbing, for the construction of the VES Sewer Line Replacement Project in the amount of $170,269.00.

Item Reference:

The VES maintenance and office building has had serious issues with sewer blockages and backups for several years. The root of the issue was investigated in August 2024, and EMA Engineering Consultants was retained to design a solution to repair or replace the existing sewer line. It was determined that replacement of the sewer line was the best and most feasible option. EMA provided a design to replace the existing cast iron sewer line with PVC, while bringing it up to current code. The design includes the addition of an oil separator in the vehicle wash bay to prevent excessive oil and automotive fluids from entering the city sewer system. Construction of the replacement sewer line must occur before the upcoming parking lot replacement adjacent to the building, to save money and prevent duplicating work/effort.

The engineering department advertised for bids based on the design provided by EMA. One bid was received on Tuesday, July 22, 2025, by Rub-A-Dub Plumbing for a total contract amount of $170,269.00. The bid was within 10% of the engineering estimate for this project. Therefore, the engineering department recommends acceptance of the contract, with construction starting in August 2025.

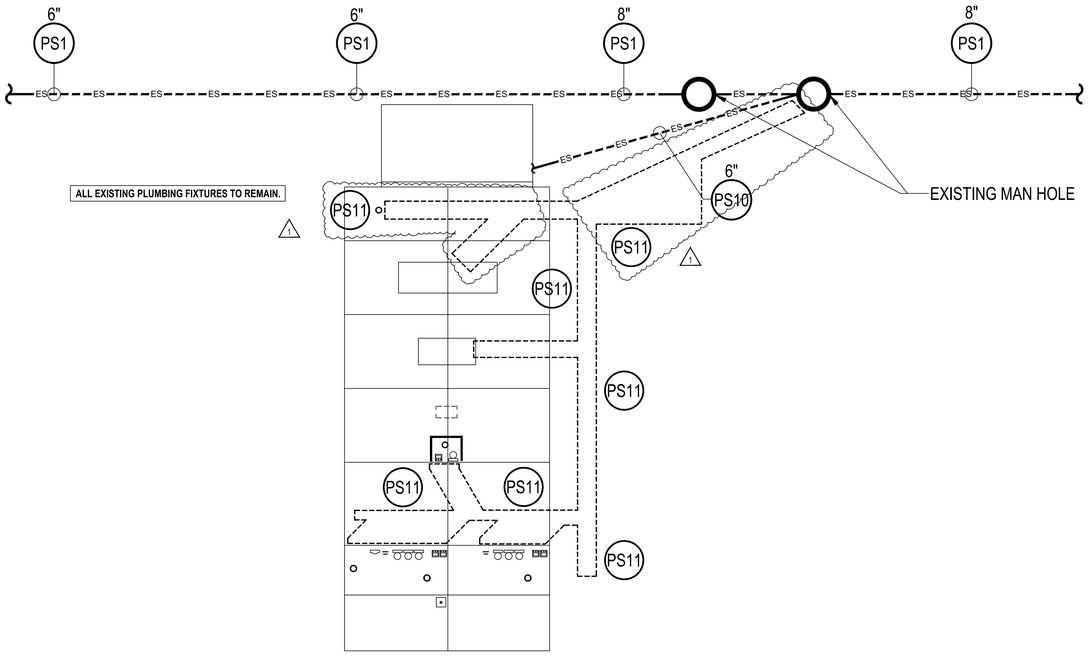
RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to execute a construction contract with Rub-A-Dub Plumbing, for the construction of the VES Sewer Line Replacement Project in the amount of $170,269.00.

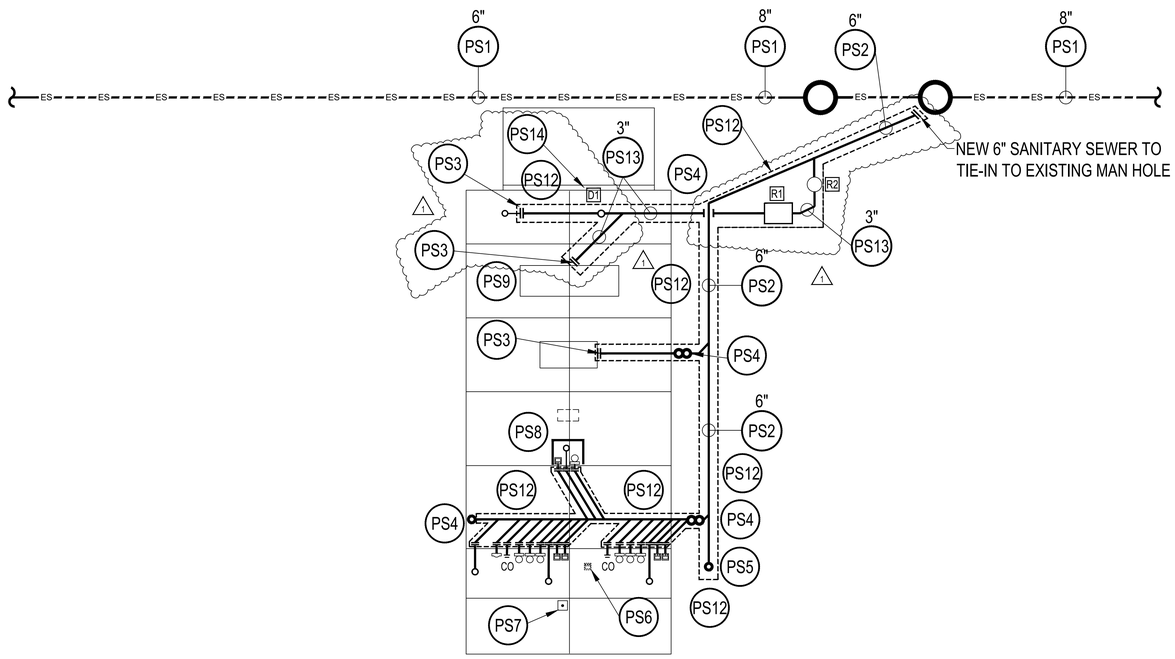
Attachments:
VES Design Plans
VES Bid Tab

Drafted/Recommended By:
Department Leader Darin Jennings

Edited/Submitted By:
City Manager



1 PLUMBING DEMOLITION SITE PLAN
1"=16'-0"



2 PLUMBING SITE PLAN
1"=16'-0"

PLUMBING SITE PLAN NOTES

- PS1 EXISTING SANITARY SEWER
- PS2 NEW 6" SANITARY SEWER
- PS3 TIE-IN TO EXISTING SANITARY SEWER. (FIELD VERIFY EXACT LOCATION)
- PS4 TWO-WAY CLEANOUT
- PS5 ONE-WAY CLEANOUT
- PS6 CONTRACTOR TO CAMERA EXISTING TWO COMPARTMENT SINK ON THE SECOND FLOOR DRAIN LINE AND TIE-IN TO NEW SANITARY SEWER SYSTEM. (FIELD VERIFY EXACT ROUTING).
- PS7 CONTRACTOR TO CAMERA EXISTING ELECTRIC WATER COOLER DRAIN LINE AND TIE-IN TO NEW SANITARY SEWER SYSTEM. (FIELD VERIFY EXACT ROUTING)
- PS8 EXISTING DRAIN LINE TO REMAIN OPERATIONAL AND CONNECTED TO EXISTING SANITARY SEWER SYSTEM.
- PS9 DRAINS IN SERVICE PIT TO TIE-IN TO NEW SAND/ OIL PIPING.
- PS10 EXISTING SANITARY TO BE REMOVED.
- PS11 CONTRACTOR TO SAW-CUT SLAB.
- PS12 CONTRACTOR TO PATCH SLAB.
- PS13 NEW 3" SAND/ OIL.
- PS14 TIE NEW FLOOR DRAIN INTO NEW SAND/OIL PIPING.

PLUMBING GENERAL NOTES

1. CONTRACTOR AND SUBCONTRACTORS SHALL VERIFY LOCATION, CONDUCT TEST AND INSPECTIONS, COORDINATE WITH UTILITIES, OWNER'S REPRESENTATIVES, AND CHECK FOR ALL UNDERGROUND UTILITIES AND LINES BEFORE DITCHING TAKES PLACE. CONTRACTOR AND SUBCONTRACTORS PERFORMING THESE DUTIES SHALL BE RESPONSIBLE FOR ANY REPAIRS OF CUT OR DAMAGED LINES AND UTILITIES. THERE ARE LINES AND UTILITIES NOT SHOWN ON PLANS.
2. ALL INSTALLATIONS SHALL BE PER THE AUTHORITY HAVING JURISDICTION. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH THE CITY FOR ALL OF THE NECESSARY TAPS REQUIRED, MANHOLES, WATER METERS, BACK-FLOW PREVENTERS, DETECTOR CHECKS, ETC. AS REQUIRED.
3. IT IS THE RESPONSIBILITY OF THIS CONTRACTOR TO COORDINATE WITH THE AUTHORITY HAVING JURISDICTION ANY REQUIRED STREET BORINGS (WET OR DRY) FOR NEW UTILITY TIE-INS.
4. IT IS THE RESPONSIBILITY OF THE PLUMBING CONTRACTOR TO COORDINATE ALL UTILITY CONNECTIONS WITH UTILITY CONTRACTOR PRIOR TO CONSTRUCTION.
5. PLUMBING CONTRACTOR TO PROVIDE TRAP PRIMERS TO ALL FLOOR DRAINS, SHOWER DRAINS, OPEN SITE DRAINS AND FLOOR SINKS.
6. ALL CONCEALED EXISTING PIPING SHOWN IS BASED ON EXISTING M.E.P. DRAWINGS. FIELD VERIFY AS NECESSARY.
7. PLUMBING CONTRACTOR TO COORDINATE ROUTING OF ANY NEW SEWER PIPING UNDER EXISTING BUILDINGS WITH STRUCTURAL ENGINEER TO AVOID PIERS.

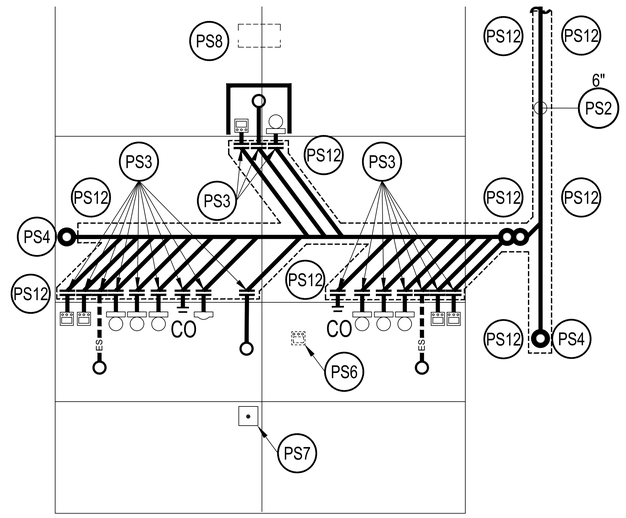
PRIOR TO ANY SAWCUTTING, VERIFY THAT SLAB IS NOT A 2-WAY SLAB. IF SLAB IS 2-WAY, THEN CONTACT STRUCTURAL ENGINEER FOR FURTHER GUIDANCE BEFORE ANY SAWCUTTING.

EXISTING SLAB IS A TWO-WAY SLAB. PLUMBING CONTRACTOR TO CONSULT STRUCTURAL ENGINEER FOR ALL SAWCUTTING NECESSARY TO INSTALL NEW SANITARY SEWER PIPING BELOW SLAB.

CONTRACTOR TO SAWCUT AND PATCH SLAB AS REQUIRED FOR INSTALLATION OF NEW SANITARY SEWER PIPING.

CAP ALL EXISTING SANITARY SEWER LINES DISCONNECTED FROM EXISTING PLUMBING FIXTURES BELOW GRADE. EXISTING FLOOR DRAINS IN SERVICE PIT AND LINE RECEIVING CONDENSATE FROM EXISTING AIR HANDLERS TO REMAIN OPERATIONAL.

ALL EXISTING PLUMBING FIXTURES TO REMAIN.



3 ENLARGED PLUMBING SITE PLAN
1"=16'-0"

SUBMISSION OF BID WILL BE CONSIDERED ACKNOWLEDGMENT THAT THE CONTRACTOR HAS VISITED THE SITE AND HAS VERIFIED ALL EXISTING JOB CONDITIONS AND INCLUDED ANY NECESSARY MODIFICATION TO EXISTING AND NEW WORK REQUIRED FOR INSTALLATION OF A COMPLETE AND WORKING SYSTEM.

EMA
DESIGN SOLVE ENHANCE
EMA Engineering & Consulting, Inc.
Tyler | Austin | Houston | El Paso
DFW | San Antonio | Shreveport
Texas Firm Registration No. F-893
Louisiana Firm Registration No. EF-5818
www.EMAengineer.com

STATE OF TEXAS
TY J. COBB
144952
LICENSED
PROFESSIONAL ENGINEER
07-09-2025

ISSUE DATE
JULY 03, 2025

ISSUE STATUS	DATE
ADDENDUM #1	7/3/2025

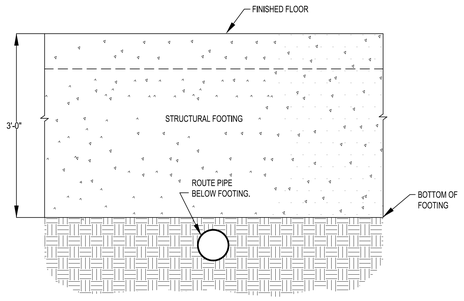
RENOVATION
VEHICLE SERVICE CENTER
CITY OF TYLER
TYLER, TX

KEY PLAN

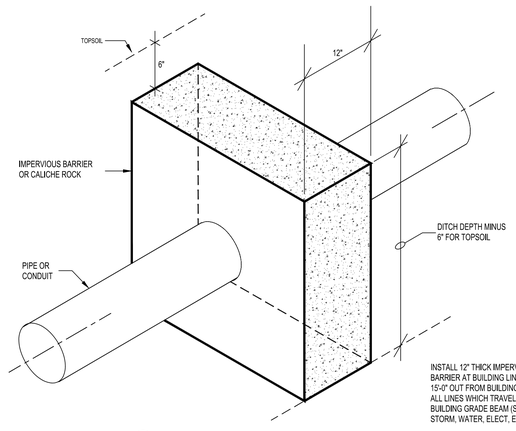
EMA JOB #: 1-001-2100-001
DRAWN BY: KS
CHECKED: QS

PLUMBING SITE PLAN

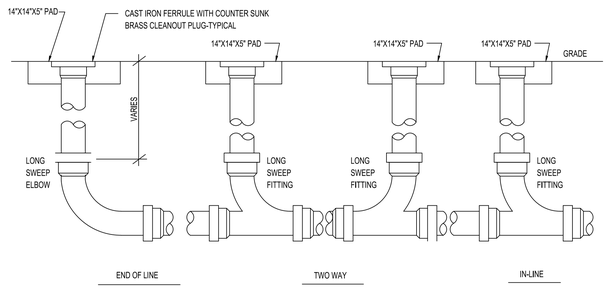
SHEET NUMBER
PS101



1 PIPE ROUTING AT FOOTINGS
N.T.S.

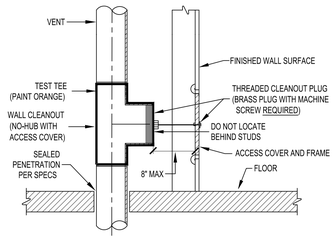


2 IMPERVIOUS BARRIER
N.T.S.



NOTE: ALL PADS TO BE CONCRETE WITH CHAMFERED EDGES
TWO WAY CLEANOUT FITTINGS NOT ALLOWED

3 EXTERIOR CLEANOUT DETAIL
N.T.S.

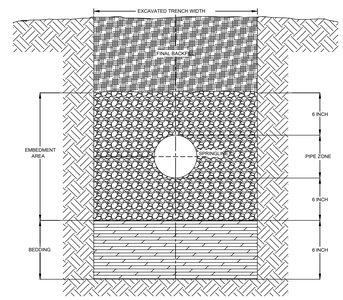


4 WALL CLEANOUT
N.T.S.

PLUMBING SYMBOLS

SANITARY SEWER LINE	
ES ES	EXISTING SANITARY SEWER LINE
VENT LINE	
EV EV	EXISTING VENT LINE
COLD WATER LINE	
CW CW	EXISTING COLD WATER LINE
HOT WATER LINE	
HW HW	EXISTING HOT WATER LINE
COND	CONDENSATE LINE
EC EC	EXISTING CONDENSATE LINE
GAS LINE	
GAS	EXISTING GAS LINE
ACID WASTE LINE	
A A	EXISTING ACID WASTE LINE
	CUT-OFF VALVE
	CUT-OFF VALVE
	HOSE BIBB
	CAP
	DRAIN
GM	GAS METER
	FLOOR SINK/O.S.D.
	PLUMBING RISER
	WATER METER
	GAS COCK (VALVE)
	PRIMARY/OVERFLOW ROOF DRAIN
V.T.R.	VENT THROUGH ROOF
F F	SPRINKLER LINE
EF EF	EXISTING SPRINKLER LINE
RD RD	PRIMARY ROOF DRAIN LINE
RD RD	EXISTING PRIMARY ROOF DN. LN.
ORD	OVERFLOW ROOF DRAIN LINE
ORD ORD	EXISTING OVERFLOW RF. DN. LN.
SD SD	STORM DRAIN
SD SD	EXISTING STORM DRAIN LINE
	INDICATES SAWCUT SLAB AND PATCH TO MATCH AFTERWARDS
AIR	COMPRESSED AIR LINE
EA EA	EXISTING COMPRESSED AIR LINE
TP TP	EXISTING TEMPERED WATER LINE
GL GL	GREASE LINE
GR GR	EXISTING GREASE LINE
SEC	SECONDARY CONDENSATE LINE
SEC	EXISTING SECONDARY COND. LINE
SP SP	ELEVATOR SUMP LINE
SP SP	EXISTING ELEVATOR SUMP LINE

NOTE: NOT ALL SYMBOLS ARE USED



UNDERGROUND INSTALLATION OF PLASTIC PIPE

PLASTIC PIPE SHOULD ALWAYS BE BURIED IN STRICT ACCORDANCE WITH THE ASTM STANDARD RELEVANT TO THE TYPE OF PLASTIC PIPING SYSTEM BEING INSTALLED. THOSE STANDARDS ARE:

ASTM D3321 STANDARD PRACTICE FOR UNDERGROUND INSTALLATION OF THERMOPLASTIC PIPE FOR SEWERS AND OTHER GRAVITY-FLOW APPLICATIONS.

ASTM D3774 STANDARD PRACTICE FOR UNDERGROUND INSTALLATION OF THERMOPLASTIC PRESSURE PIPING.

NOTE: IN ADDITION TO THESE STANDARDS, PIPE SHOULD ALWAYS BE INSTALLED IN ACCORDANCE WITH ALL LOCAL CODE REQUIREMENTS.

RECOMMENDATIONS FOR UNDERGROUND INSTALLATION OF PLASTIC DRAINAGE PIPE:

1. THE MINIMUM WIDTH OF THE TRENCH SHOULD BE THE PIPE OD (OUTSIDE DIAMETER) PLUS 16 INCHES OR THE PIPE OUTSIDE DIAMETER TIMES 1.25 PLUS 12 INCHES. THIS WILL ALLOW ADEQUATE ROOM FOR JOINING THE PIPE, SNAKING THE PIPE IN THE TRENCH TO ALLOW FOR EXPANSION AND CONTRACTION WHERE APPROPRIATE AND SPACE FOR BACKFILLING AND COMPACTION OF BACKFILL. THE SPACE BETWEEN THE PIPE AND TRENCH WALL MUST BE WIDER THAN THE COMPACTION EQUIPMENT USED TO COMPACT THE BACKFILL.
2. PROVIDE A MINIMUM OF 4 INCHES OF FIRM, STABLE AND UNIFORM BEDDING MATERIAL IN THE TRENCH BOTTOM. IF ROCK OR UNYIELDING MATERIAL IS ENCOUNTERED, A MINIMUM OF 6 INCHES OF BEDDING SHALL BE USED. BLOCKING SHOULD NOT BE USED TO CHANGE PIPE GRADE OR TO INTERMITTENTLY SUPPORT PIPE OVER LOW SECTIONS IN THE TRENCH.
3. THE PIPE SHOULD BE SURROUNDED WITH AN AGGREGATE MATERIAL WHICH CAN BE EASILY WORKED AROUND THE SIDES OF THE PIPE. BACKFILLING SHOULD BE PERFORMED IN LAYERS OF 6 INCHES WITH EACH LAYER BEING SUFFICIENTLY COMPACTED TO 85% TO 95% COMPACTION.
4. A MECHANICAL TAMPER IS RECOMMENDED FOR COMPACTING SAND AND GRAVEL. THESE MATERIALS CONTAIN FINE GRAINS, SUCH AS SILT AND CLAY. IF A TAMPER IS NOT AVAILABLE, COMPACTING SHOULD BE DONE BY HAND.
5. THE TRENCH SHOULD BE COMPLETELY FILLED. THE BACKFILL SHOULD BE PLACED AND SPREAD IN UNIFORM LAYERS TO PREVENT ANY UNFILLED SPACES OR VOIDS. LARGE ROCKS, STONES, FROZEN CLODS, OR OTHER LARGE DEBRIS SHOULD BE REMOVED. STONE BACKFILL SHALL PASS THROUGH AN 1-1/2" SIEVE. ROCK SIZE SHOULD BE LESS THAN 1/2 OF THE PIPE OUTSIDE DIAMETER. HEAVY TAMPERS OR ROLLING EQUIPMENT SHOULD ONLY BE USED TO CONSOLIDATE THE FINAL BACKFILL.
6. TO PREVENT DAMAGE TO THE PIPE AND DISTURBANCE TO PIPE EMBEDMENT, A MINIMUM DEPTH OF BACKFILL ABOVE THE PIPE SHOULD BE MAINTAINED. PIPE SHOULD ALWAYS BE INSTALLED BELOW THE FROST LEVEL. TYPICALLY, IT IS NOT ADVISABLE TO ALLOW VEHICULAR TRAFFIC OR HEAVY CONSTRUCTION EQUIPMENT TO TRAVERSE THE PIPE TRENCH.

5 PEA GRAVEL INSTALLATION FOR PLASTIC PIPE
N.T.S.

1

PLUMBING FIXTURE SCHEDULE

MARK	DESCRIPTION	MANUFACTURER & NO.	SUPPLY	ELEC. DATA	ACCESSORIES
R1	OIL/SAND SEPARATOR	JAY R. SMITH 8510 (-E) - H20 - ARIO		120 V., 1 PH.	28-1/2" x 15-3/4", 20 G.P.M., NOMINAL OIL CAPACITY.; TRAFFIC GRADE COVER AND LIDS, CONTRACTOR TO PROVIDE EXTENSIONS TO MATCH ADJACENT GRADE.
R2	SAMPLE WELL BASIN	PARK USA SWB - 1		120 V., 1 PH.	TRAFFIC RATED COVER LOCATION TO CITY PERSONNEL.
D1	FLOOR DRAIN	WADE 1103STD6			6" TOP SIZE, 3" DISCHARGE

1

SUBMISSION OF BID WILL BE CONSIDERED ACKNOWLEDGMENT THAT THE CONTRACTOR HAS VISITED THE SITE AND HAS VERIFIED ALL EXISTING JOB CONDITIONS AND INCLUDED ANY NECESSARY MODIFICATION TO EXISTING AND NEW WORK REQUIRED FOR INSTALLATION OF A COMPLETE AND WORKING SYSTEM.

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144952
LICENSED
PROFESSIONAL ENGINEER
07-09-2025

ISSUE DATE
JULY 03, 2025

ISSUE STATUS	DATE
ADDENDUM #1	7/3/2025

RENOVATION
VEHICLE SERVICE CENTER
CITY OF TYLER
TYLER, TX

KEY PLAN

EMA JOB #: 1-001-2100-001
DRAWN BY: KS
CHECKED: QS

PLUMBING SYMBOLS DETAILS, & NOTES

SHEET NUMBER
PL701

BASE BID

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	CONTRACT QUANTITY	EOPC		1 Rub-A-Dub Plumbing	
				UNIT	TOTAL	UNIT	TOTAL
1	Mobilization	LS	1	$ 5,000.00	$ 5,000.00	$ 27,561.00	$ 27,561.00
2	Barricades, Signs, and Traffic Control	LS	**1**	$ 2,500.00	$ 2,500.00	$ 1,633.00	$ 1,633.00
3	Trench Safety	LS	**1**	$ 2,500.00	$ 2,500.00	$ 613.00	$ 613.00
4	Sawcut, Demo, Remove Concrete Paving/Slab	SF	**2,675**	$ 7.50	$ 20,062.50	$ 6.00	$ 16,050.00
5	Install new 6” PVC Sanitary Sewer including connections to existing facilities, including backfill and compaction of trenches	LF	**575**	$ 110.00	$ 63,250.00	$ 41.00	$ 23,575.00
6	Crushed Bedding Stone	CY	**75**	$ 75.00	$ 5,625.00	$ 250.00	$ 17,250.00
7	Replace concrete paving with asphalt (6”),	SY	**140**	$ 100.00	$ 14,000.00	$ 180.00	$ 25,200.00
8	Replace concrete building slab (6”),	SY	**150**	$ 120.00	$ 18,000.00	$ 180.00	$ 27,000.00
9	Allowance for construction contingency	LS	**1**	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00
10	Provide new oil interceptor per plans and specific	LS	**1**	$ 20,000.00	$ 20,000.00	$ 19,387.00	$ 19,387.00
TOTAL					**$ 165,937.50**		**$ 170,269.00**

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-3

Date: August 13, 2025

Subject: Request that the City Council consider authorizing the City Manager to execute Change Order No. 1 for the Shackleford Creek Lift Station Improvements project (24-017) in the amount of $29,964.00 to increase the total contract amount to $1,422,145.00 for additional Stormwater Pumping Capacity.

Item Reference:

The Shackleford Creek Lift Station Improvement project involves electrical upgrades and flood mitigation measures for a site that is prone to flooding during heavy rain events. A flood prevention wall has been constructed to stop flooding from the west side of the property, and a sump pump has been installed inside the wall to remove stormwater that accumulates on the interior side.

However, due to the significant rainfall this spring, the system proved to be inefficient, prompting City Staff to request upgrades to the dewatering component of the project.

This Change Order includes the installation of an additional sump pit, a new 6-inch stormwater pump, piping, and electrical service controls to regulate the pump's on and off settings. It also includes grouted rip rap on the discharge side of the pump.

The total cost for this additional work is $49,450.00. Of this amount, $19,486.00 will be covered by the remaining contingency funds from the project. The remaining balance of $29,964.00 is the amount requested for approval in this Change Order by the City Council.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to execute Change Order No. 1 for the Shackleford Creek Lift Station Improvements project (24-017) in the amount of $29,964.00 to increase the total contract amount to $1,422,145.00 for additional Stormwater Pumping Capacity.

Attachments:
Shackleford Creek Lift Station Improvements Change Order No. 1

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

Utilities

Edited/Submitted By:
City Manager

KSA 6781 Oak Hill Blvd. Tyler, TX 75703 **CHANGE ORDER No. 1**	Date July 18, 2025 Project No. 101001 Location Tyler, TX
To (Contractor) Capps-Capco Construction, Inc. 13044 CR 192 Tyler, TX 75703	Job Description Shackleford Creek Lift Station Improvements (24-017) Total Contract Price: Original $1,392,181.00 Previous CO / WO $0.00 Current $1,392,181.00

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)
CO 1.1	Item 1.33 - Miscellaneous Allowance: Decrease AL unit price by $19,486.00 to $0.00 ($19,486.00 - $19,486.00 = $0.00).	$19,486.00	$0.00
CO 1.2	Add Item 1.38 - Additional Stormwater Pump, Electrical, and Controls: 1 LS @$49,450.00/LS.	$0.00	$49,450.00
	Change in contract price due to this Change Order:		
	Total Decrease	$19,486.00	
	Total Increase		$49,450.00
	Difference between Columns (3) and (4)		$29,964.00
			$29,964.00

The sum of **$29,964.00** is hereby ~~(unchanged)~~ (added to) ~~(deducted from)~~ the total contract price, and the total adjusted contract price to date thereby is **$1,422,145.00**.

The time provided for completion in the contract is ~~(unchanged)~~ (increased by) ~~(decreased by)~~ **210** additional calendar days added to the contract time for a total adjusted contract time of **450** calendar days for final completion. This document shall become an amendment to the contract and all provisions of the contract will apply hereto.

Recommended by (Engineer)	Blake W Boyanbitz **KSA**	07/18/2025 Date
Accepted by (Contractor)	Robyn L Capps **Capps-Capco Construction, Inc.**	7/18/2025 Date
Approved by (Owner)	 **City of Tyler**	 Date

Field Work Order #5
Project: City of Tyler_ Shackleford Creek Lift Station_
Request for Sump Pump Revisions

CAPCO CONSTRUCTION, INC

The contract is changed as follows:
Add the following items to the contract scope

Description
ADD:
This change order request is for the Sump Pump Revisions

We are proposing an additional sump pit extended off the current pit and installation of an additional storm water pump (6" Sulzer model specified – represented by Zone Industries). Piping reduced to 4" for discharge to make hydraulics work – painted ductile iron Piping similar to force main adjustment. We are also proposing a 10' x 5' x 18" grouted rip rap area on the back side of the flood control wall to help stabilize ground and dissipate discharged storm water flow.

Electrical and controls for the additional stormwater pump will consist of the following:

1. One (1) 15-amp, 3-pole, 480-volt breaker to install in Panel H1.
2. 0.75"C – 6#12 for power. 4#12 for pump power and 2#12 for a condensation heater if that is included with the motor of pump provided. Conduit should be installed overhead in building and then below grade similar to other stormwater pump conduit.
3. A NEMA size 1 full-voltage non-reversing motor starter with 120-volt control power transformer and control circuitry to incorporate float controls. Zone industries recommended simplex SJE 2 float panel. Panel will be installed on interior of the flood control wall.
4. Controls will consist of a pair of floats to turn pump on and off at elevations shown in the plans. Floats will be mounted to the interior face of the flood control wall.
5. No alarms/ monitoring are planned to be incorporated into the stormwater pumps.

Total for Change Order #5 $49,450.00

The Original Contract amount was	$	1,392,181.00
Net change by previously authorized change order	$	0.00
Change order to be applied to the Contingency		
Contingency ($60,000-17,920.00-600.00-6,374.00= $35,106.00)	$	35,106.00
Change Order #5	$	14,344.00
The new contract amount including this change order will be	**$**	**1,406,525.00**
The contract time will be unchanged		
The date of substantial completion as of the date of this change order therefore is		

Contractor
13044 CR 192
Tyler TX 75703

Robyn E Capps
(Signature)

Robyn ECApps
By(Printed Name)

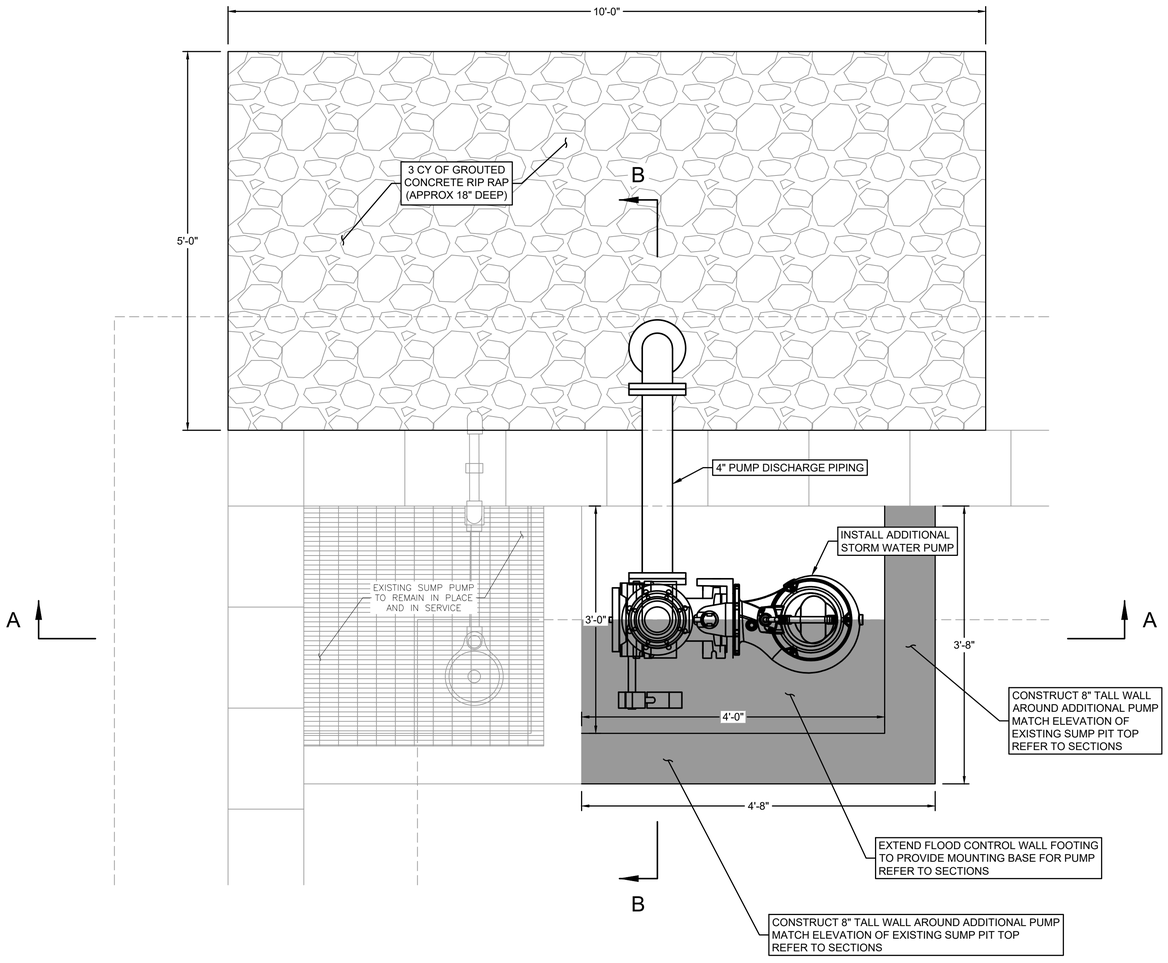
7/18/2025
Date

City of Tyler

(Signature)

By(Printed Name)

Date

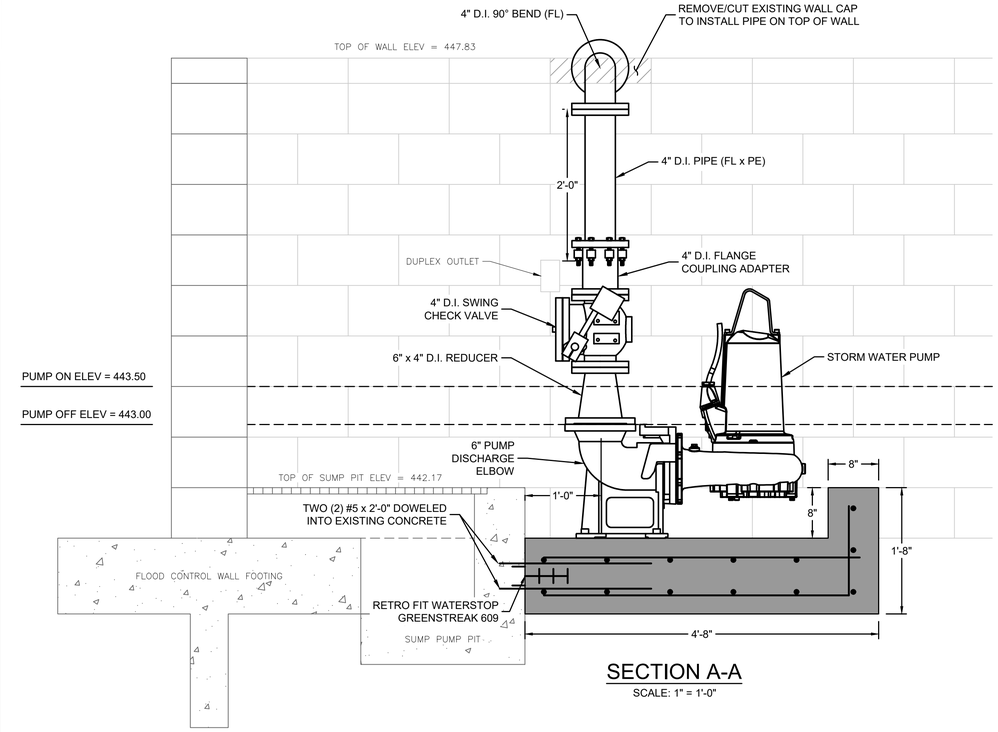


PLAN



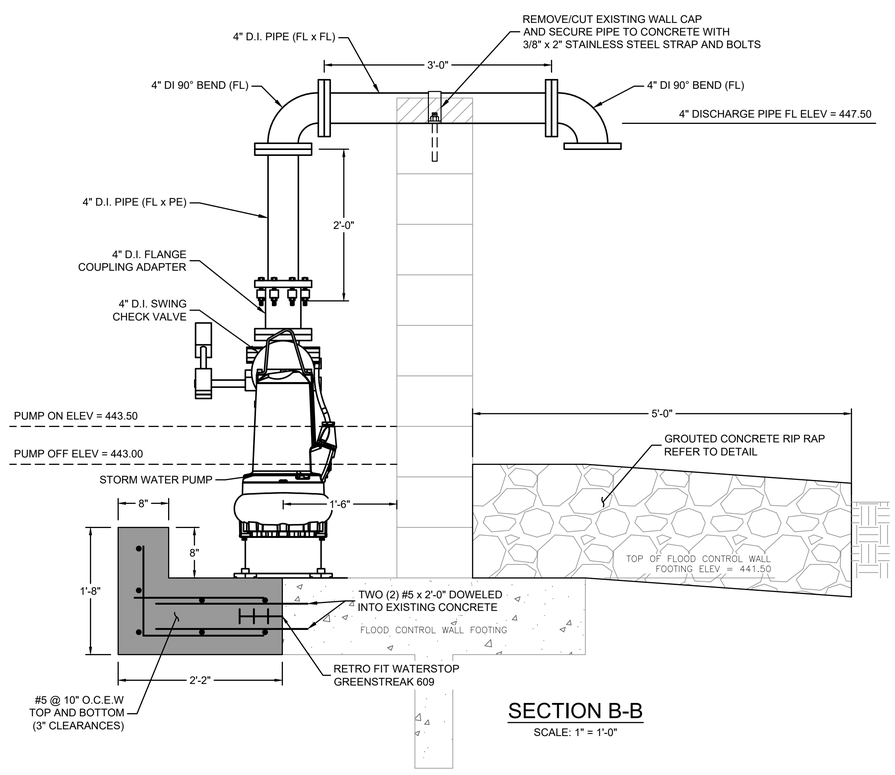
1' 0 1' 2'

GRAPHIC SCALE IN FEET



SECTION A-A

SCALE: 1" = 1'-0"



SECTION B-B

SCALE: 1" = 1'-0"

NOTES:

1. STORM WATER PUMP SHALL BE SULZER MODEL NO. XFP150E CB1 60HZ OR ENGINEER APPROVED EQUIVALENT.
2. DIMENSIONAL INFORMATION SHOWN IS BASED ON INFORMATION PRESENTED IN DESIGN PLANS AND INFORMATION OBTAINED FROM FIELD MEASUREMENTS. CONTRACTOR SHALL FIELD VERIFY ACTUAL AND FINAL DIMENSIONS BASED ON COMPLETED CONSTRUCTION AND APPROVED PUMP AND CHECK VALVE SUBMITTAL.
3. DUCTILE IRON PIPING SHALL BE COATED IN ACCORDANCE WITH PAINTING SYSTEM NO. 4 OUTLINED IN TECHNICAL SPECIFICATION SECTION 09 91 00.

MARK	REVISION	DATE

C:\USERS\BBOGENSCHUTZ.KSA\DESKTOP\ 101001 - C - SUMP PUMP REVISION - 1000 1.DWG | 22X34 | 7/8/2025 - 11:00 AM

DRAWING PATH/NAME | LAYOUT | PLOT DATE - TIME

PROJECT TITLE: SHACKLEFORD CREEK LIFT STATION IMPROVEMENTS - CITY OF TYLER, TEXAS

SHEET NAME:

SUMP PUMP REVISIONS

PROJECT NAME:

CITY OF TYLER, TEXAS
SHACKLEFORD CREEK
LIFT STATION
IMPROVEMENTS

DRAWN BY:	DESIGNED BY:	LATEST REVISION:	KSA JOB NO.:
TMK	BWB	7/8/2025	101001

KSA
6781 Oak Hill Blvd.,
Tyler, Texas 75703
T. 903-561-1411 F. 888-224-9418
www.ksaeng.com

This document is released for the purpose of interim review under the authority of Blake W. Bogenschutz, P.E., Lic. # 144801, on July 8, 2025. It is not to be used for construction, bidding, or permit purposes.

SEAL:
TBPE Firm Registration No. F-1356

SHEET NO.

EXHB 1



EXHB 2

SEAL
TBPE Firm Registration No. F-1356

This document is released for the purpose of interim review under the authority of Blake W. Bogenschutz, P.E. on July 8, 2025. It is not to be used for construction, bidding, or permit purposes.

KSA
6781 Oak Hill Blvd.,
Tyler, Texas 75703
T. 903-581-8141 F. 888-224-9418
www.ksaeng.com

DRAWN BY:	TMK
DESIGNED BY:	BWB
LATEST REVISION:	7/8/2025
KSA JOB NO.:	101001

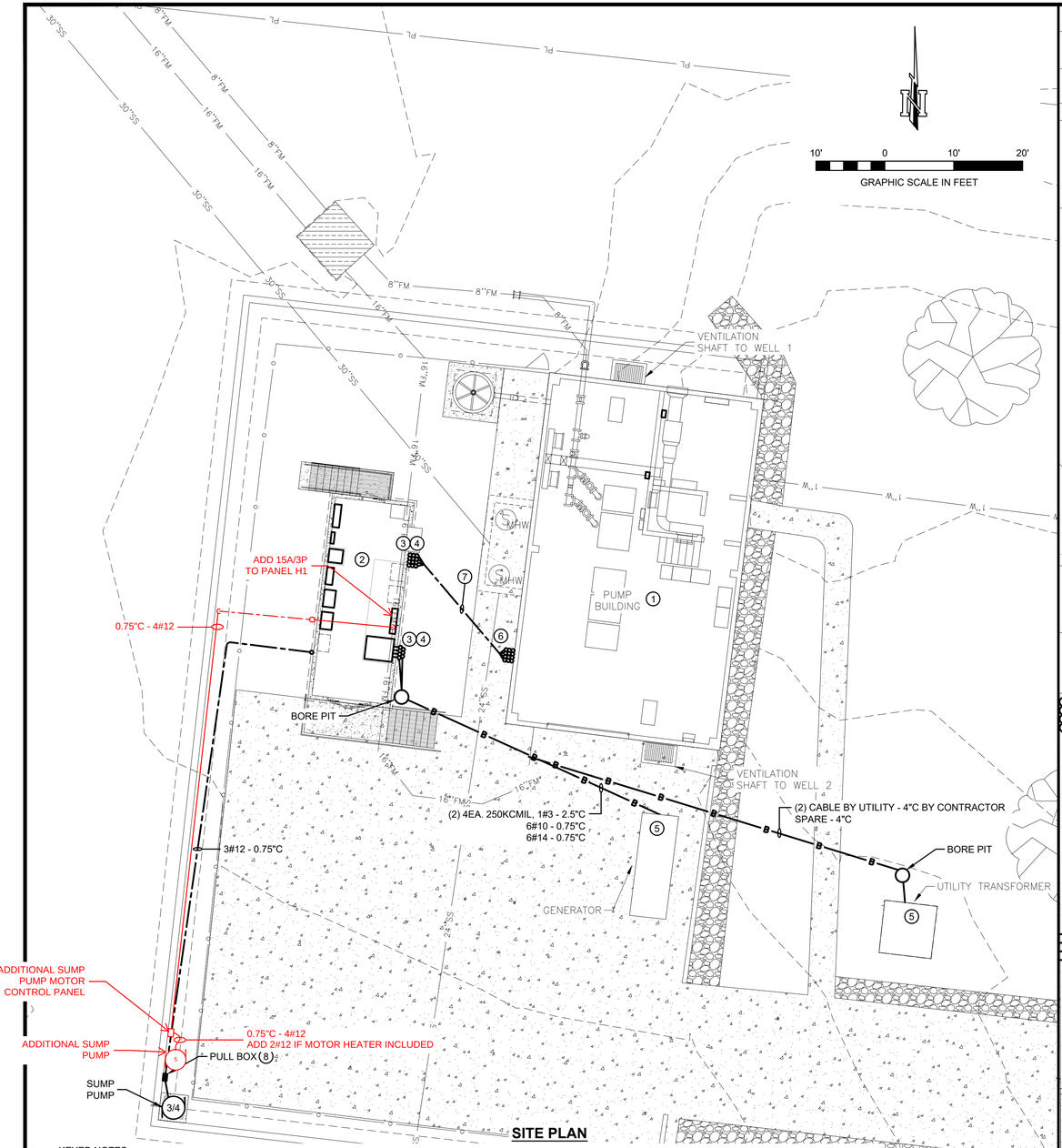
CITY OF TYLER, TEXAS
SHACKLEFORD CREEK
LIFT STATION
IMPROVEMENTS
PROJECT NAME:

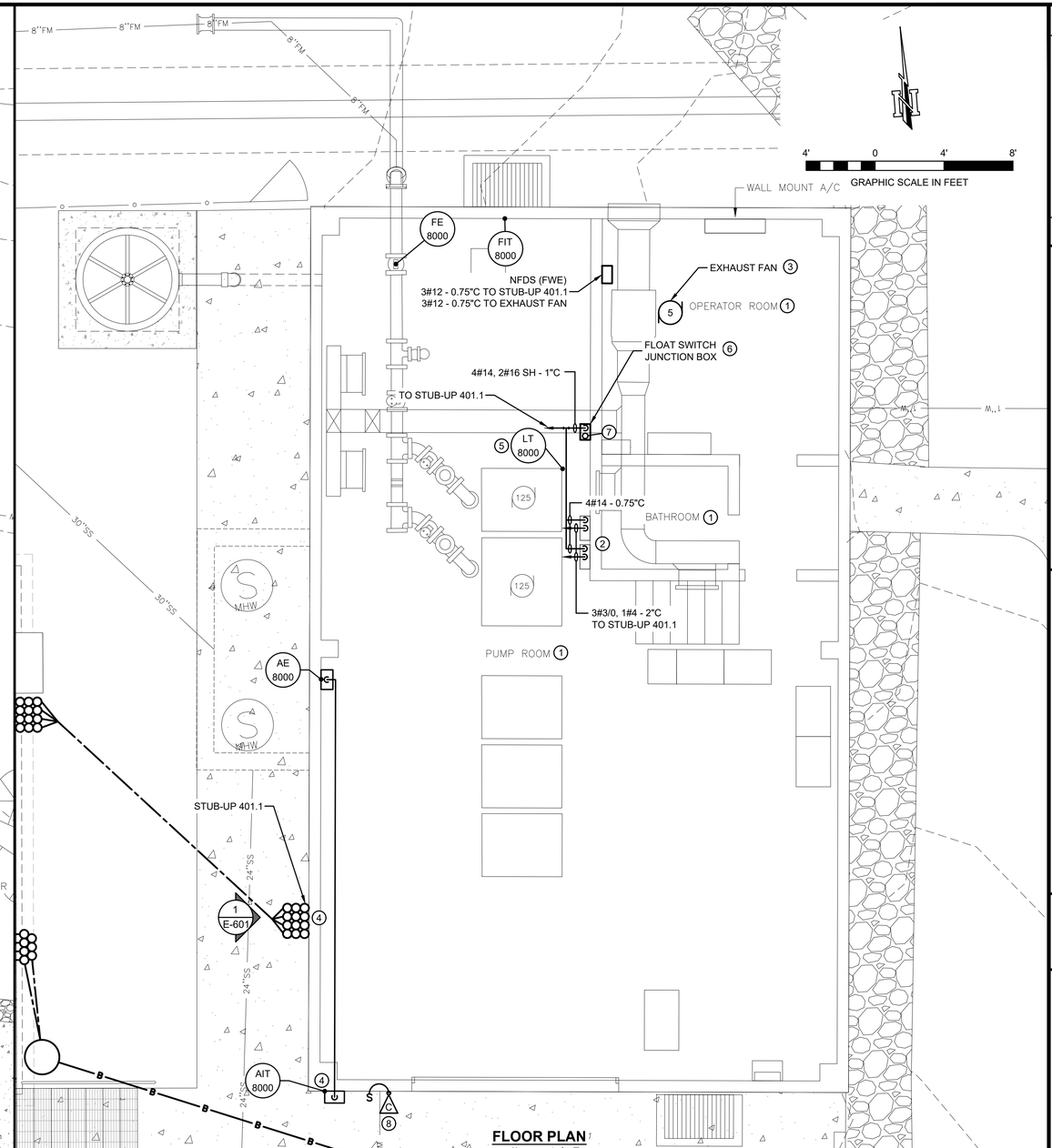
SUMP PUMP REVISIONS
SHEET NAME:

MARK	REVISION	DATE

C:\USERS\BBOGENSCHUTZ.KSA\DESKTOP\ 101001 - C - SUMP PUMP REVISION - 0001.DWG | 22X34 (2) | 7/8/2025 - 11:21 AM

DRAWING PATH\NAME | LAYOUT | PLOT DATE - TIME





KEYED NOTES:

1. PUMP BUILDING IS RATED CLASS 1, GROUP D, DIVISION 2. ROOM TO BE CONTINUOUSLY VENTILATED AT 12 AIR CHANGES PER HOUR. INSTALL ALL CONDUIT SEALS OUTSIDE OF PUMP BUILDING.
2. ELECTRICAL BUILDING IS ELECTRICALLY UNCLASSIFIED. ROOM TO BE COMPLETELY SEALED OFF FROM PUMP ROOM WITH VAPORTIGHT SEALS.
3. SEAL ALL WALL PENETRATIONS.
4. STUB-UP AND CAP SPARE CONDUIT 6" ABOVE GRADE.
5. STUB CONDUITS UP OUTSIDE GENERATOR/TRANSFORMER. PENETRATE GENERATOR/TRANSFORMER ENCLOSURE AND CONNECT PROPOSED CABLES. SEAL CONDUIT PENETRATIONS.
6. OPEN CUT SIDEWALK AND REPAIR TO MATCH EXISTING.
7. (2) 3#3/0, 1#4 - 2"C
   12#14, 2#16 SH - 1"C
   (3) 12#10 - 1"C
   3#4, 4#8, 6#10 - 1.25"C
   3#12 - 0.75"C
   (3) SPARE - 2"C
   (2) SPARE - 1"C
8. 6" x 6" x 4" MINIMUM NEMA 3R PULL BOX. MOUNT PULL BOX 24" MINIMUM ABOVE GRADE.

KEYED NOTES:

1. REWIRE CRANE, HEATERS, LIGHTING, RECEPTACLES, AND ALL EXISTING ELECTRICAL APPURTENANCES TO PROPOSED ELECTRICAL BUILDING. CONNECT DEVICES THROUGH CONTACTOR. SEE DETAILS.
2. SPLICE PROPOSED CABLES TO EXISTING SUBMERSIBLE PUMP CABLES. SPLICE PROPOSED SIGNAL CABLES TO SUBMERSIBLE THERMOSTAT AND LEAK SEAL CABLES.
3. REFER TO MECHANICAL PLANS FOR PROPOSED VENTILATION IMPROVEMENTS.
4. SEAL ALL BUILDING PENETRATIONS WITH VAPORTIGHT SEALANT.
5. INSTALL LEVEL TRANSMITTER MINIMUM 18" AWAY FROM WET WELL WALL AND ALL OBSTRUCTIONS INSIDE WET WELL. MOUNT TRANSMITTER ON 316SS BRACKET INSIDE WET WELL.
6. NEMA 4X 316SS JUNCTION BOX. MINIMUM 12"W x 12"H x 6"D. PROVIDE TERMINALS TO CONNNECT PROPOSED CABLES TO SUBMERSIBLE FLOAT SWITCH AND TRANSMITTER CABLES.
7. INSTALL 1"C FOR FLOAT SWITCH SUBMERSIBLE CABLE AND LEVEL TRANSMITTER CABLE THROUGH PROPOSED FLOOR PENETRATIONS. REFER TO CIVIL SHEETS FOR PENETRATION DETAILS. INSTALL CONDUIT SEALS BETWEEN JUNCTION BOX AND WET WELL.
8. MOUNT FLOOD LIGHT 10'-0" AFF. MOUNT DEDICATED LIGHT SWITCH 48" ABOVE GRADE WITH WEATHERPROOF COVER.

MARK	REVISION	DATE

\\KSA-NET\GATEWAY\PROJECTS\101001\00B CAD\30 SHEETS\ELECTRICAL\101001-E-401.DWG
ELECTRICAL PROPOSED PLAN | 5/7/2024 - 5:39 PM
DRAWING PATH\NAME | LAYOUT | PLOT DATE - TIME

PROJECT TITLE: SHACKLEFORD CREEK LIFT STATION IMPROVEMENTS - CITY OF TYLER, TEXAS

SHEET NAME: ELECTRICAL PROPOSED PLAN

PROJECT NAME: CITY OF TYLER, TEXAS SHACKLEFORD CREEK LIFT STATION IMPROVEMENTS

DRAWN BY:	DESIGNED BY:	LATEST REVISION:	KSA JOB NO.:
MLM	MLM	5/7/2024	101001

KSA
6781 Oak Hill Blvd.,
Flint, Texas 75703
T. 903-581-4141 F. 888-224-9418
www.ksaeng.com

STATE OF TEXAS
MATTHEW L. MOORE
140856
LICENSED PROFESSIONAL ENGINEER

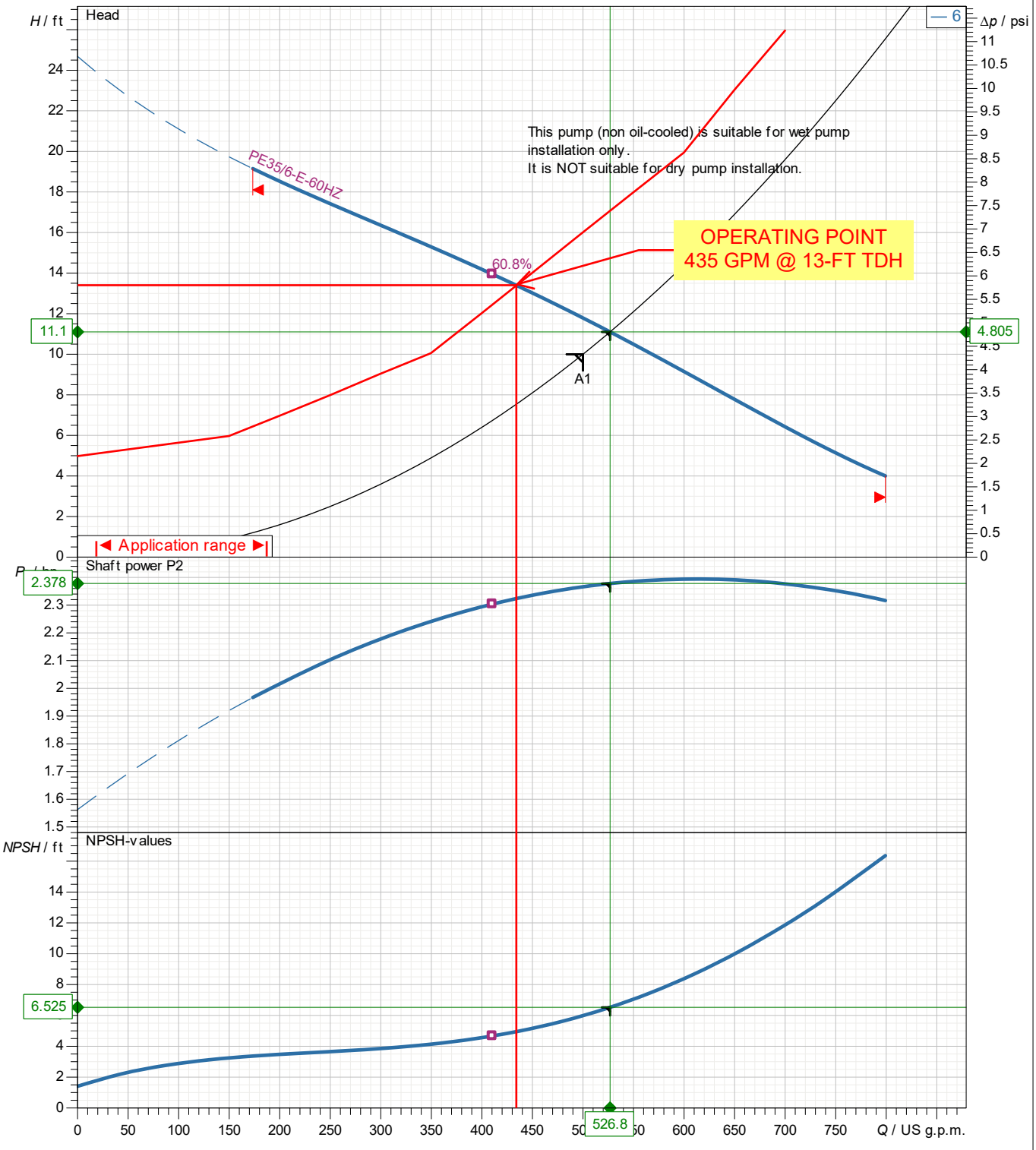
Matthew Moore

SEAL: 05/07/2024
TBPE Firm Registration No. F-1356

SHEET NO.
E-401

Curve number	Pump performance curves	SULZER
Reference curve XFP150E CB1 60HZ	XFP150E CB1 60HZ (wet pit)	

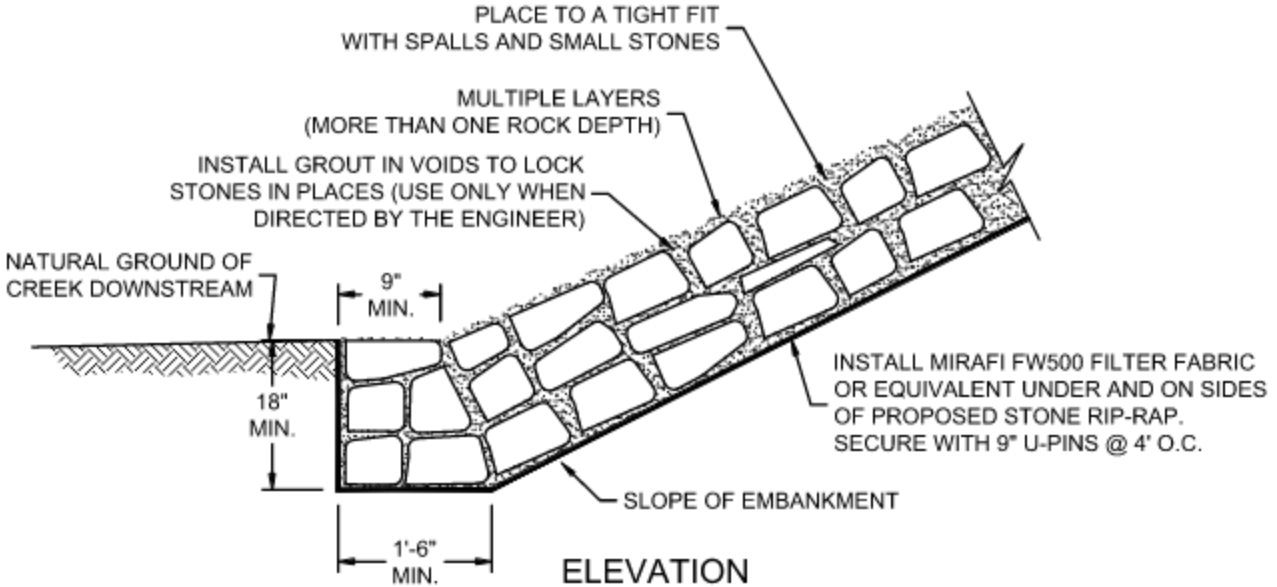
					Discharge	Frequency
					DN150	60 Hz
Density	Viscosity	Test Standard			Rated speed	Date
62.31 lb/ft³	1.077E-5 ft²/s	ISO 9906, HI 11.6/14.6≤10kW			1185 rpm	2025-06-11
Flow	Head	Shaft power	Power input	Rated power P2	Hyd. efficiency	NPSH
526.8 US g.p.m.	11.1 ft	2.38 hp	2.77 hp	4.69 hp	58.9 %	6.53 ft



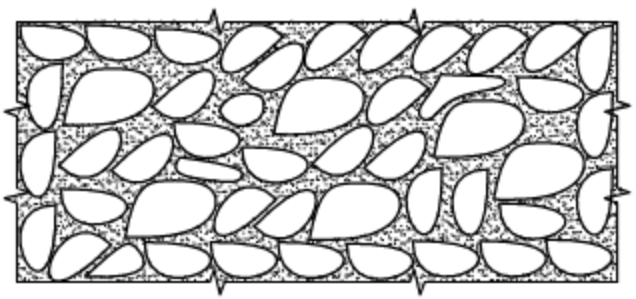
Wet well installation with pedestal

Impeller size	N° of vanes	Impeller	Solid size	Revision
7 1/2 inch	1	Contrablock Plus impeller, 1 vane	3.94 inch	

Sulzer reserves the right to change any data and dimensions without prior notice and can not be held responsible for the use of information contained in this software.



ELEVATION



PLAN

NOTES:

1. WHEN SHOWN ON THE PLANS, COMMON ROCK RIP-RAP SHALL MEET THE REQUIREMENTS OF TxDOT ITEM 432, TYPE R MODIFIED.

2. WHEN SHOWN ON THE PLANS, TYPE R MODIFIED ROCK RIP-RAP SHALL MEET THE FOLLOWING REQUIREMENT: STONES SHALL WEIGH BETWEEN 50 AND 150 LBS. EACH, AND AT LEAST 50 PERCENT OF THE STONES SHALL WEIGH MORE THAN 100 LBS

ROCK RIP-RAP (TYPE R MODIFIED)

NTS

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-4

Date: August 13, 2025

Subject: Request that the City Council consider authorizing the City Manager to approve the purchase of one Rough Terrain Vehicle (RTV) from Lowe Tractor for the Airport for a total purchase price of $14,060.64 through Sourcewell Contract #12624-kba.

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 Airport, it was decided unit 31 needed to be replaced. Lowe Tractor has one in stock for immediate delivery under Sourcewell Contract #12624-kba for a purchase price of $14,060.64.

Funds are available from VES account 640-0661-641-2604.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to purchase one Rough Terrain Vehicle (RTV) from Lowe Tractor for the Airport for a total purchase price of $14,060.64 through Sourcewell Contract #12624-kba.

Attachments:
City of Tyler Airport RTV520 A Kubota

Drafted/Recommended By:
Department Leader Stan Stoffregen Fleet Manager

Edited/Submitted By:
City Manager

Sourcewell

Ground Maintenance, CE, Utility Tractors, Mowers, RTV's - 112624-KBA
Ag Tractors with Related Attachments - 082923-KBA
NJPA Arkansas 4600041718
Nebraska 14777 (OC)
Mississippi 8200067336

RTV520-A WEB QUOTE #2898236
Date: 7/28/2025 12:00:16 PM

– Customer Information –
Schreck, Deborah
33152
City of Tyler
dschreck@tylertexas.com
9035311323

Quote Provided By
LOWE TRACTOR & EQUIPMENT, INC.
Lazaro Rodriguez
3250 NNE Loop 323
Tyler, TX 75708
email: junior@lowetractor.com
phone: 9035935337

– Standard Features –

Kubota

V Series RTV520-A (Orange)

*** EQUIPMENT IN STANDARD MACHINE ***

GASOLINE ENGINE
Model Kubota GZ520-E3F-UV
2 cyl, 4 cycle OHC
Water cooled
Electronic fuel injection (EFI)
27.8 cu. in.
+17.4 Net Eng HP

TRANSMISSION
Variable Hydro Transmission
Forward Speeds:
Low 0 - 10 mph
High 0 - 25 mph
Reverse 0 - 10 mph
Rear differential lock

FLUID CAPACITY
Fuel Tank 5.0 gal
Cooling 1.3 qts
Engine 1.43 qts
Transmission 2.38 gal
Brake Fluid 0.21

SAFETY EQUIPMENT
OSHA 1928.52 ROPS and seat belt
Rear Wheel Hand Parking Brake
Spark Arrestor Muffler
Sound Level - operator's Ear 81.9 dBA
@ max. rpms

TIRES AND WHEELS
ATV Tire F 24 x 9 - 12, 6 ply
R 24 x 11 - 12, 6 ply

DIMENSIONS
Width 54.7 in
Height 74.0 in
Length 105.1 in
Wheelbase 70.8 in
Tow Capacity 1168 lbs
Ground Clearance F/R 8.1 in/6.7 in

CARGO BOX
Width 40.6 in
Length 33.7 in
Depth 11.4 in
Load Capacity 441 lbs
Vol. Capacity 9.0 cu ft

OPERATING FEATURES
Rack and Pinion Steering
VHT Plus Transmission
Front Independent Suspension
Rear Semi-Independent Suspension
Brakes - Front/Rear Dry Disc
Rear Brake Lights / Front Headlights
2" Hitch Receiver - Front & Rear

– Custom Options –

RTV520-A Base Price:	$11,499.00
(1) PLASTIC CANOPY 77700-V4312-PLASTIC CANOPY	$942.18
(1) POLY CAB MOUNTING KIT 77700-V4310A-POLY CAB MOUNTING KIT	$515.82
(1) STROBE LIGHT KIT 77700-V4318-STROBE LIGHT KIT	$325.17
(1) POLY WINDSHIELD - HARD COAT 77700-V4368-POLY WINDSHIELD - HARD COAT	$1,563.39
(1) REAR CARGO SCREEN - BLACK K7311-99590-REAR CARGO SCREEN - BLACK	$238.05
Configured Price:	$15,083.61
Sourcewell Discount:	($3,318.39)
SUBTOTAL:	$11,765.22
Dealer Assembly:	$385.00
Freight Cost:	$712.50
PDI:	$400.00
Accessories Install & Mount/Delivery	$725.00
TX HE TAX	$17.92
Title Fee	$55.00
Total Unit Price:	$14,060.64
Quantity Ordered:	1
Final Sales Price:	$14,060.64

Purchase Order Must Reflect Final Sales Price.

To order, place your Purchase Order directly with the quoting dealer

DRAFT

*All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

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CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-5

Date: August 13, 2025

Subject: Request that the City Council consider authorizing the City Manager to ratify the contract with Hi-Lite Airfield Services LLC, for $72,322.10 to repaint the surface painted markings on Runway 13-31 at Tyler Pounds Regional Airport.

Item Reference:

Texas Department of Transportation (TxDOT) Routine Airport Maintenance Program (RAMP) Grant funds general maintenance at Tyler Pounds Regional Airport. This contract will be paid from the 25-26 grant funds.
During the Part 139 FAA annual inspection, it was noted that Runway 13-31 would require repainting of the designator, touchdown, aiming, and threshold markings to be complete by November 1, 2025. This project is required to meet this expectation.

Bid #25-042 opened on July 8, 2025, with two quotes:
Eagle Airport Marking Inc. $79,968.23
Hi-Lite Airfield Services LLC $72,322.10

Budget:
TXDOT RAMP Grant (90%) $65,089.89
Airport Match (10%) $ 7,232.21
TOTAL PROGRAM FUNDING $72,322.10

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to ratify the contract with Hi-Lite Airfield Services LLC, for $72,322,10 to repaint the surface painted markings on Runway 13-31 at Tyler Pounds Regional Airport.

Attachments:
Contract

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

Edited/Submitted By:

City Manager

HI-LITE

Proposal

Bid Date: 07/08/25
Proposal #: 25-20651-P
Project Reference: 25-042
Completion Date: TBD

Attn: Dean Jentes <djentes@tylertexas.com>
Phone:
Project County: Smith
Fax:
City/State: Tyler, TX

Item#	Description	Qty	Unit	$ / Unit	Price
	Mobilization	1	LS	$ 5,000.00	$ 5,000.00
	White Reflective Paint	70378	SF	$ 0.65	$ 45,745.70
	Black Non-Reflective Paint	10232	SF	$ 0.45	$ 4,604.40
	Surface Painted Hold Position Sign	1	EA	$ 850.00	$ 850.00
	Surface Cleaning	80610	SF	$ 0.20	$ 16,122.00
				Total:	**$ 72,322.10**

Project Description:
Runway 13-31 Pavement Markings Repainting Project at Tyler Pounds Regional Airport

Remarks:
Price Includes:
(1) Mobilization

Paint: TT-P-1952F Type II Waterborne Paint; **Beads:** TT-B-1325D Type I Reflective Media

- Badging not included; Owner to provide escorts for Hi-Lite to perform work
- No Fog Seal or Seal Coat Included in Marking Removal Areas
- No Temporary Markings Are Included
- Pricing based on 10 Hour Work Shifts
- Quoted quantities are estimates only. Actual quantities will be field measured and verified for invoicing
- All barricades, traffic control, set up, and tear down provided by others if needed
- Provide construction staking and/or as-built drawings as required by Owner
- Adequate on-site water source near project location is required.
- No surface preparation will be performed outside Hi-Lite's scope of work. Hi-Lite will not be responsible for cleaning other contractor's/construction debris
- Stand-by time caused by others will be billed at $1,000/hour
- Hi-Lite will not be liable for any liquidated damages due to time constraints caused by others
- All work must be performed in dry weather, with acceptable temperatures, if our warranty is to be in effect

HI-LITE AIRFIELD SERVICES, LLC
PO Box 597
20128 NYS Route 12I
Watertown, NY 13601
(315) 583-6111
www.hi-lite.com

- Minimum of 10 days' notice required for scheduling
- Any changes to the Scope, Plans & Specifications herein that affects Hi-Lite's work will require a reevaluation of the price
- Retainage not to exceed Owner's retention or a maximum of 5%, whichever is less
- If additional Insurance coverage/endorsements are required by the GC, (above project specifications) then Hi-Lite will be reimbursed by the GC
- Upon request to Contractor, Contractor shall provide Owner-approved payment applications as basis to calculate unit-price line items that relate to Hi-Lite's work
- Hi-Lite will not be signatory to any Union or sign any PLA for the project. Further Hi-Lite will not be bound to any agreements between any Union and the Prime Contractor
- Bonds are not included; if Payment and Performance Bonds are requested, add **0.9%** to the total price
- Hi-Lite certifies it will comply with 49 USC 50101 by installing only products produced in the United States or for which the FAA has issued a waiver as indicated by the current FAA Nationwide Buy American Waivers Issued listing.

Note: This Quote/Proposal is Only Valid in its Entirety And Prices Are Valid for (30) Days. If you need further information please contact: Jacob Purvis - South Central Estimator - jacob.purvis@hi-lite.com - 315.583.6111 ext 246

We Propose Hereby To Furnish Material and Labor in Accordance with Above Specifications For the Above Sum. Prices May Vary Slightly to Suit your Project's Particular Needs Such as Number of Mobilizations and Traffic Control. Acceptance Of This Proposal is Only Valid in its Entirety. Note: This Proposal is Valid for 30 Days.

Date:_____ **Signature:**_____
Joel Rarick, Vice President of Operations

Acceptance Of Proposal – The Above Prices, Specifications and Conditions Are Satisfactory and Hereby Accepted. You Are Authorized To Do The Work As Specified.

Date: 07.25.25 **Signature:** Edward Broussard

Edward Broussard, City Manager

City Council Approved; To Be Ratified 8/13/25

Approved: Steven M. Kwasniewski

HI-LITE AIRFIELD SERVICES, LLC
PO Box 597
20128 NYS Route 12F
Watertown, NY 13601
(315) 583-6111
www.hi-lite.com

STATEMENT OF BIDDER'S QUALIFICATIONS

1. Name of Company: Hi-Lite Airfield Services, LLC (formerly Hi-Lite Markings, Inc.)

2. Federal ID: 35-2489959

3. DUNS: 079262248

4. CAGE: 71Z62

5. NAICS: 237310

6. Corporate office address:
   20128 NYS Route 12F, P.O. Box 597, Watertown, NY 13601

7. Additional Locations:
   a. Florida: 4816 Lena Rd, Bradenton, FL 34211
   b. Atlanta: 1475-B Sullivan Road, Atlanta, GA 30338
   c. Texas: 9975 High Country Lane, Forney, TX 75126
   d. Puerto Rico: Terminal D, Public Area, Suite D1-5B, Carolina, Puerto Rico, 00979

8. Phone Number: (315) 583-7111; Fax Number: (315) 777-8720

9. Hi-Lite Airfield Services, LLC organized December 31, 2013, formally known as Hi-Lite Markings, Inc, formed 2000, established as Hi-Lite Striping Company Inc. in 1989.

10. Organized: State of Texas

11. Number of Employees: 200

12. Principal Officers:
    a. Christopher J. Miller, President
    b. Kelly J. Spinner, Vice President
    c. Joel Rarick, Vice President

13. Character of Work Performed: Based out of Watertown, NY, Hi-Lite Airfield Services, LLC is able to service a large area effectively. Specializing in pavement markings and maintenance of airport runways, Hi-Lite has built a rock-solid reputation. Hi-Lite's services include:
    a. Pavement Markings - paint, AirMark preformed thermoplastic
    b. Markings Removal - grinding and waterblasting
    c. Rubber Removal - waterblasting, chemical, and waterblasting/chemical
    d. Pavement Crack Sealing
    e. Pavement Seal Coating
    f. Runway Friction Testing

14. Hi-Lite Airfield Services, LLC has performed work for a variety of different types of organizations, including, but not limited to airports, airport authorities, municipalities, military installations, private and governmental organizations.

15. Work History: See Attachment A – "Hi-Lite 5 Year Work History"

16. References: See Attachment B – "Hi-Lite Work References"

17. Has Bidder ever defaulted, failed to complete, or had a contract terminated for work awarded? No

18. Have liquidated damages ever been assessed against Bidder? No

19. Has Bidder ever been subject to civil or criminal investigation? No

20. Is there any litigation pending? No

21. Has Bidder ever been fined or had license suspended by a Contractor's Licensing Board? No

22. Hi-Lite has not had fines levied for violations of any state or federal safety, sanitary or environmental laws including OSHA or EPA.

23. Credit Available: $40m through Parent Company, Frontline Road Safety Group, LLC

24. Bank Reference: Webster Bank | Formerly Sterling National Bank
360 Hamilton Avenue 7th Fl.
White Plains, NY 10601
Attn: Joseph Turza, Managing Director
Phone: 212-757-8006
Email: jturza@websterbank.com

25. Loan Defaults: None

26. No officer, partner, member, or substantial partner of Hi-Lite has ever been convicted under any state or federal criminal statute.

27. Hi-Lite has never been debarred as a state or federal contractor.

28. Current EMR See Attachment C – "Hi-Lite Airfield Services EMOD Letter – 2022 0.73"
    a. Frontline Road Safety LLC: 1.1
    b. Hi-Lite Airfield Services, LLC (broken out): 0.73

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-6

Date: August 13, 2025

Subject: Request that the City Council consider authorizing the City Manager to execute Work Order #6 on Contract #104066 to KSA Engineers, Inc., to provide engineering services for the Air Traffic Control Tower (ATCT) Environmental Assessment for a total cost of $198,220.00 at Tyler Pounds Regional Airport.

Item Reference:

In December 2022, the staff at Tyler Pounds Regional Airport submitted a grant application for a site study to determine a new location and design for the ATCT. On March 31, 2023, Tyler Pounds Regional Airport was notified that it was one of three airports in Texas that were awarded funding under the FAA Contract Tower Competitive Grant Program.

Work Order #6 is for professional services for the Environmental Assessment for this project. The FAA will reimburse 100 % of the cost of the project, requiring no local match funding.

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to execute Work Order #6 to KSA Engineers, Inc., to provide engineering services for the Air Traffic Control Tower (ATCT) Environmental Assessment for a total cost of $198,220.00 at Tyler Pounds Regional Airport.

Attachments:
104066 WO 6

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

Edited/Submitted By:
City Manager

WORK ORDER FOR PROFESSIONAL SERVICES
CONTRACT NO. 104066
WORK ORDER NO. SIX (6)

CITY OF TYLER
TYLER POUNDS REGIONAL AIRPORT
ENVIRONMENTAL ASSESSMENT (EA) AIR TRAFFIC CONTROL TOWER (ATCT) RELOCATION

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

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

1) SECTION 2.B – Delete the PER Phase. A Preliminary Engineering Report is not required.

2) SECTION 2.C – Delete the Design Phase. A Design Phase is not required.

3) SECTION 2.D – Delete the Construction Phase. A Construction Phase is not required.

4) Project Specific Scope – See attached Exhibit A.

5) Additional Services of ENGINEER: None required.

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

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

8) Method of payment for various project components:

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

COMPENSATION:

Task 1	Project Management and Coordination	$ 29,750.00
Task 2	PRE-EA Tasks	$ 44,340.00
Task 3	Draft Environmental Assessment	$ 38,140.00
Task 4	Final Environmental Assessment, Determination, and FONSI	$ 9,120.00
Task 5	Agency and Tribal Coordination	$ 19,020.00
Task 6	Section 508 Compliance	$ 38,090.00
Task 7	Project Deliverables (Print/Electronic Preparation & Distribution)	$ 19,760.00
TOTAL		$198,220.00

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

Task 1 – Project Management and Coordination	13 Calendar Days
Task 2 – Pre-EA Tasks	120 Calendar Days
Task 3 – Draft Environmental Assessment	240 Calendar Days
Task 4 – Final EA, Determination, FONSI	120 Calendar Days
Task 5 – Agency & Coordination	Duration of EA
Task 6 – Section 508 Compliance	Duration of EA
Task 7 – Project Deliverables	Duration of EA
	493 Calendar Days Following NTP

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order No. 6 to the ENGINEERING CONTRACT dated April 3, 2023 on this the _____ __day of _____, 2025.

OWNER:	ENGINEER:
CITY OF TYLER, TEXAS TYLER POUNDS REGIONAL AIRPORT	KSA ENGINEERS, INC
BY:_____	BY:_____ CRAIG H. PHIPPS, P.E.
ATTEST:_____	ATTEST:_____
DATE:_____	DATE: July 14, 2025

City Council Approval Date:_____

a Pape-Dawson company

8866 Synergy Dr.
McKinney, TX 75070
972.542.2995

EXHIBIT A –

SCOPE OF WORK – VERSION 1 – 3/18/2025

ENVIRONMENTAL ASSESSMENT (EA) AIR TRAFFIC CONTROL TOWER (ATCT) RELOCATION

TYLER POUNDS REGIONAL AIRPORT (TYR)

TYLER, TEXAS

PURPOSE AND DESCRIPTION

KSA Engineers, Inc. (Consultant, or KSA) will prepare an Environmental Assessment (EA) in support of the Air Traffic Control Tower Relocation at Tyler Pounds Regional Airport (TYR or Airport) for the City of Tyler, Texas.

Tyler Pounds Regional Airport, situated in Tyler, Texas, is a publicly owned airport. Classified by the National Plan of Integrated Airport Systems (NPIAS) as a primary commercial service airport, TYR is located approximately 3 miles west of Tyler's business district and plays a significant role in boosting the local economy. This proposed ATCT relocation will address the current, aging facility, constructed in the 1940's.

As noted in the Draft Siting Report, the Airport plans to relocate the ATCT to (Site A) approximately 500 feet north of the existing commercial service terminal, south of the existing passenger parking lot, and east of Taxiway Uniform.

Based upon our preliminary assessment, it is assumed that no additional environmental permits will be required. However, if permits or mitigation plans are required, efforts to obtain such will be performed under a subsequent contract amendment.

The Federal Aviation Administration (FAA) will serve as the lead agency for this EA. The Airfield Optimization Program (AOP) Environmental Assessment will be conducted using guidance contained in FAA Order 5050.4B, *National Environmental Policy Act (NEPA) Implementing Instructions for Airport Actions*; FAA Order 1050.1F, *Environmental Impacts: Policies and Procedures*; and FAA Order 1050.1F, *Desk Reference*.

The resulting analysis will investigate the potential effects of the Proposed Action and identify alternatives. Each environmental resource category will be reviewed to determine potential impacts, identify necessary coordination with local, state, and federal agencies, and identify reasonable mitigation methods, if required.

TASK 1 – PROJECT MANAGEMENT AND COORDINATION

TASK 1.1 – STUDY INITIATION

Consultant will develop a Scope of Work (SOW) and prepare and outline of the elements of the ATCT Relocation Environmental Assessment in accordance with FAA guidelines for the preparation of Environmental Assessments contained in the most current FAA Advisory Circulars – FAA Order 5050.4B, and FAA Order 1050.1F. The Consultant will identify individual tasks necessary to meet the requirements set forth by the FAA and NEPA for each element of the scope. The Consultant will review existing environmental conditions, forecast data prepared during the Master Plan, completed in 2023. Prepare detailed descriptions of each individual task which describe the specific work effort involved and identify appropriate results and deliverables.

TASK 1.2 – GRANT ADMINISTRATION

The Consultant will provide professional grant administration support for the duration of the ATCT Relocation EA to include the following elements.

- Preparation of applications for Federal assistance (SF-424).
- Collection and organization of expenditures for the project.
- Additional FAA forms as required.
- Sponsor certifications.
- Independent Fee Estimate (IFE) letter, if required.
- Coordination with FAA Environmental Protection Specialist (Sana Drissi) and submission of grant applications once executed by the Sponsor.
- Requests for Reimbursement (RFR) preparation.
- Closeout documentation (acceptance letters, certifications, financial reports, final RFR).

TASK 1.3 – STAKEHOLDER PROGRESS MEETINGS

The Consultant will host virtual (Microsoft Teams) progress meetings with EA stakeholders (i.e., sponsor, agencies, sub-consultants) on a monthly basis for the duration of the EA schedule to ensure efficient communication and provide a formal validation of EA progress.

TASK 2 – PRE-EA TASKS

The following elements will include initial coordination with the FAA, Section 163 approval authority, field investigations, and data collection. These tasks must be completed prior to FAA issuance of the "Determination to Prepare EA" memo, which starts the 12-month timeframe in which the EA must be completed.

TASK 2.1 – FAA/SPONSOR KICKOFF MEETING

The Consultant will host a virtual (Microsoft Teams) kickoff meeting with applicable stakeholders (FAA, Sponsor, local/state agencies). Agenda will include, but is not limited to the following:

- Identify connected actions including applicable FAA Lines of Business (LOB) and other applicable agencies.
- Identify lead, cooperating, and participating agencies.

- Review SOW, Section 508 compliance.
- Discuss preliminary Purpose and Need.
- Identify all Points of Contact (POC).
- Review schedule (ADO/Regional review periods, LOB review periods, other agency review periods.
- Discuss type and extent of public involvement required.
- Identify affected communities and stakeholders.

TASK 2.2 – FIELD INVESTIGATIONS (Sphere 3 Environmental, LLC, See attachment B)

KSA will manage Subconsultants' contracts and perform coordination and invoicing tasks.

SUBTASK 2.2.1 – WETLANDS AND WATERS IDENTIFICATION & ASSESSMENT

Sphere 3 will conduct a wetlands and other waters of the U.S. determination for the proposed project area. The wetland delineation will be conducted in accordance with the three-parameter approach outlined in Technical Report 10-20, the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Atlantic & Gulf Coastal Plain Region Version 2.0. The three-parameter approach, utilizing vegetation, soils, and hydrology will determine the presence or absence of wetlands. A Trimble Global Positioning System (GPS) capable of sub-meter accuracy will be used to map wetlands, other waters of the United States, and important project area features. Sphere 3 will coordinate with KSA to determine if a U.S. Army Corp of Engineers permit would be required for proposed clearing or construction activities. No permitting or mitigation is proposed as part of this scope.

Upon completion of the field investigation, Sphere 3 will prepare a report of findings for the proposed project actions. The report will detail the methods used and descriptions of any wetlands or streams found within the proposed project area. The report will also contain maps and photographs depicting the wetlands and streams identified during the field investigation. An electronic copy of the report will be provided to KSA Engineers. Shapefiles for wetlands and streams will also be provided to KSA.

SUBTASK 2.2.2 – THREATENED/ENGANGERED SPECIES ASSESSMENT

The threatened and endangered species assessment will be conducted concurrently with the wetland survey within the proposed project area. Sphere 3 will conduct a pedestrian field investigation to identify if suitable habitat for federally protected species occurs within the project area. We will document the types of habitats present along with parameters important to protected species with potential to occur within the proposed project areas. Sphere 3 will determine if suitable habitat is present and if threatened or endangered species are likely to be affected by the proposed activities on the property.

Sphere 3 will prepare a report of findings for the proposed project actions. The report will document the research and methods used to identify suitable habitat, detailed descriptions of the protected species with potential to occur in the project area, and our findings. An electronic copy of the report will be provided to KSA.

SUBTASK 2.2.3 – PHASE I CULTURAL RESOURCES SURVEY

Sphere 3 will conduct a Phase I Cultural Resources Investigation of the project area. The purpose of the investigation will be to determine if any cultural resource sites eligible or potentially eligible for the National Register of Historic Places occur within the footprint of the proposed construction area. The investigation will include background research and an intensive sub-surface testing program within the proposed project area.

A Texas Antiquities Permit from Texas Historical Commission is required prior to the initiation of the cultural resources field survey. Sphere 3 will complete the permit application and submit to KSA for signature by a representative of TYR. The application will be submitted to the THC once signed. Shovel Testing Sphere 3 will conduct a 100-percent intensive pedestrian cultural resources survey of the entire project area in accordance with the THC Archaeological Survey Standards for Texas. Shovel tests will be excavated at varying intervals throughout the property based on ground visibility, with closer intervals occurring in areas near streams. Shovel tests measuring 30 centimeters by 30 centimeters will be excavated in 10- or 20- centimeter levels within natural strata and terminated at the non-culture bearing clay substrate or maximum depth of 80 centimeters below the ground surface. Site Delineation and Curation Upon finding an artifact, shovel tests will be excavated at 15-meter intervals in cardinal directions until the site boundaries are established or the property boundaries are reached.

Artifacts will be collected by shovel test number and 10-cm level. Photographs will be taken at each discovered site, and a soil profile and State of Texas Archaeological Site Data Form will be completed. Archaeological Site Data Forms will be submitted to the Texas Archaeological Research Laboratory (TARL) in order to record the site and acquire an official site number for reference in the report and on maps. The soil matrix of all shovel tests will be screened through ¼-inch hardware cloth. All diagnostic cultural materials observed at the surface will be collected and recorded in a log with a map of the locations on the U.S.G.S. quad map. All cultural materials recovered in shovel tests will be collected, bagged, and labeled with shovel test provenience information. These artifacts will be collected in the field and brought back to the laboratory at Sphere 3 for processing (washing, analysis, and cataloging). Cultural materials will be disposed of that meet the criteria set forth in the Antiquities Code of Texas, Chapter 26. All other artifacts recovered during investigations that do not meet these criteria will be curated at the TARL in Austin, Texas. Additionally, all project documentation will be curated at TARL.

SUBTASK 2.2.4 – FIELD SURVEY REPORT

Upon completion of the field survey, Sphere 3 will prepare a draft report according to THC standards. The draft report will be submitted to KSA for review prior to submission to the THC for concurrence. Upon approval by the THC, Sphere 3 will prepare and submit the final report.

TASK 3 – DRAFT ENVIRONMENTAL ASSESSMENT

TASK 3.1 – PROJECT DESCRIPTION AND PURPOSE & NEED

In accordance with FAA Order 5050.4B, KSA will develop a clear project description, purpose and need, and timeframes for the proposed action. The Purpose and Need statement is critical to establishing the benefits of a proposed action and defining the range of reasonable alternatives. The Purpose and Need, and

Alternatives will be submitted to the FAA for review and comment as soon as practicable.

TASK 3.2 – ANALYSIS OF ALTERNATIVES

In accordance with FAA Order 5050.4B, KSA will define and evaluate two alternatives, (1) No Action alternative, and (2) Proposed Action alternative. No other alternatives will be considered as part of this EA. KSA will prepare a draft Alternatives Analysis section of the EA. This section will consolidate the key elements and include summaries of applicable background information and graphics of the project alternatives when compared to the preferred alternative.

TASK 3.3 – AFFECTED ENVIRONMENT

The purpose of this task is to collect and validate the data collected from resource and permitting agencies, the Airport, and other sources to determine the potential impacts of the proposed action. This includes identifying, assessing, and documenting on- and off-Airport facilities, land uses, and other information necessary for the EA. Maximum use will be made of secondary data sources. Environmental documents prepared for the other Airport projects will be utilized to obtain much of the baseline data and will be incorporated into the EA as needed.

This planning effort will include an assessment of the Airport property for existing wetland resources and an investigation and report suitable for submission to the U.S. Army Corp of Engineers so that the appropriate jurisdictional determinations can be made. Historical experience and records have not indicated the existence of any significant cultural resources and as such, no detailed inventory is included with this scope. General coordination with the with the Texas Historical Commission (THC) will be accomplished to confirm this. Sphere 3 Environmental will perform a Phase I Cultural Resources Survey on the preferred site (Site A).

The Consultant will prepare a draft Affected Environment section of the EA, which will include applicable background information and graphics. Environmental impact categories to be included in this analysis will include:

1. Air Quality
2. Biological resources (fish, wildlife, and plants)
3. Climate
4. Coastal resources
5. Hazardous materials, solid waste, and pollution prevention
6. Historical, architectural, archeological, and cultural resources
7. Land use (existing and proposed)
8. Natural resources and energy supply
9. Noise and compatible land use
10. Visual effects (including light emissions)
11. Water resources (wetlands, floodplains, surface waters, groundwater, and wild and scenic rivers)

TASK 3.4 – ENVIRONMENTAL CONSEQUENCES AND MITIGATION

In accordance with FAA Order 5050.4B, KSA will prepare a concise analysis for the potential environmental impacts that the no action and proposed action, may cause. Impact descriptions will provide clear and concise information justifying the level of impact severity for each affected resource. KSA will utilize FAA Order 1050.1F to determine the significance threshold for each environmental impact category. The EA will

describe, if necessary, conceptual mitigation measures and provide qualitative explanation of each mitigation measure. Environmental impact categories to be included in this analysis will include:

1. Air Quality
2. Biological resources (fish, wildlife, and plants)
3. Climate
4. Coastal resources
5. Hazardous materials, solid waste, and pollution prevention
6. Historical, architectural, archeological, and cultural resources
7. Land use (existing and proposed)
8. Natural resources and energy supply
9. Noise and compatible land use
10. Visual effects (including light emissions)
11. Water resources (wetlands, floodplains, surface waters, groundwater, and wild and scenic rivers)

TASK 3.5 – PUBLIC INVOLVEMENT (Environmental Science Associates, see **Attachment C**)

KSA will organize and conduct a Public Review of the Draft EA, Public Hearing (if required) and applicable revisions to draft documents.

Public Review Period

The Draft EA will be distributed to up to five (5) public facilities (e.g., schools, libraries, government buildings, etc.) for public review and comment. Upon receipt of public comments, applicable revisions to the Draft EA will be made.

Public Hearing (if required)

If request following the Public Review Period, the Consultant will prepare a notification of the Public Hearing for publication in a newspaper in general circulation within the Airport vicinity. The notice will be placed in the newspaper a minimum of 30 days prior to the public hearing, in accordance with FAA procedures. The Sponsor will assume the cost of the publication notice.

If required, the Public Hearing will be held in an open house manner with display stations regarding different elements of the evaluation with a knowledgeable staff member attending each station. A brief overview of the entire evaluation will be presented to the public at a prescribed time during the Public Hearing. One station will provide a space for attendees to provide written comments.

Documentation of the Public Hearing, including a list of facilities that provided the Draft EA for public review, and affidavit of the publication of the public notice and list of comments received, will be included as an appendix to the Final EA.

TASK 3.6 – DRAFT ENVIRONMENTAL ASSESSMENT FOR AGENCY REVIEW

KSA will prepare a Draft EA addressing all project included in the Proposed Action. Once complete, the Draft EA will be submitted to the Sponsor and FAA for review and comment. Once written comments are provided each comment will be entered into a comment matrix. KSA will respond to each comment and submit the comment matrix for Sponsor and FAA concurrence. Once concurrence is received, applicable

revisions to the Draft EA will be made.

The Draft EA will then be distributed to each agency identified during Task 5, Agency Coordination. KSA will review and address agency comments. KSA will include the comment matrix and responses in an appendix of the Final EA.

TASK 4 – FINAL ENVIRONMENTAL ASSESSMENT, DETERMINATION, AND FONSI

TASK 4.1 – REQUEST FOR ENVIRONMENTAL DETERMINATION

Following the resolution of all Sponsor, FAA, and agency comments, KSA will prepare the Final EA for distribution to the Sponsor and FAA and request a formal Environmental Determination.

TASK 4.2 – FONSI/ROD

Assuming FAA approval of the Final EA and Finding of No Significant Impact (FONSI), the Sponsor and KSA will prepare a summary that outlines why the projects included in the Proposed Action will not significantly impact the environment that may be used in support of the FONSI/Record of Decision (ROD). The Sponsor and FAA will review the material and provide written comments to KSA. KSA will address any comments and present responses to the Sponsor/FAA for review.

TASK 5 – AGENCY COORDINATION

TASK 5.1 – PREPARATION AND DISTRIBUTION OF AGENCY COORDINATION LETTERS

Following the Notice to Proceed (NTP) from the Sponsor, KSA, in consultation with the FAA, will prepare and distribute letters of notification to applicable local, State, and Federal regulatory agencies who have potential involvement in the projects contained in the Proposed Action. KSA will coordinate with the identified agencies throughout the duration of the EA.

TASK 5.2 – THC COORDINATION

When applicable, the Sphere 3 will initiate coordination with the Texas Historical Commission (THC) and State Historic Preservation Officer (SHPO) who may have interest in the projects contained in the Proposed Action.

TASK 5.3 – AGENCY COORDINATION MEETING

KSA will host (if necessary) one (1) virtual Agency Coordination meeting during the preparation of the EA to assist the Sponsor in providing required documentation to Federal, State, and local agencies with the goal of obtaining concurrence for the Proposed Action.

TASK 6 – SECTION 508 COMPLIANCE (Environmental Science Associates, See **Attachment C**)

KSA will manage Subconsultants' contracts and perform coordination and invoicing tasks.

ESA will prepare Section 508 compliant versions of the Notice of Availability (NOA) and Draft EA posted for public review and comment.

TASK 6.1 – NOA/DRAFT EA SECTION 508 COMPLIANCE

KSA will prepare the Notice of Availability (NOA) and Draft EA and distribute to ESA to be made to conform with Section 508 Accessibility Standards.

TASK 6.2 – FINAL EA SECTION 508 COMPLIANCE

KSA will prepare the Final EA and distribute to ESA to be made to conform with Section 508 Accessibility Standards.

TASK 6.3 – FONSI/ROD SECTION 508 COMPLIANCE

KSA will prepare the FONSI/ROD and distribute to ESA to be made to conform with Section 508 Accessibility Standards.

TASK 7 – PROJECT DELIVERABLES

TASK 7.1 – DRAFT ENVIRONMENTAL ASSESSMENT

KSA will prepare and distribute electronic copies of the Draft EA to the Sponsor and FAA.

TASK 7.2 – FINAL ENVIRONMENTAL ASSESSMENT/FONSI-ROD

KSA will prepare and distribute two (2) hard copies of the Draft EA to the Sponsor and one (1) electronic copy to the FAA. Additionally, KSA will provide two (2) thumb drives containing applicable project files to the Sponsor. These final copies will be produced and distributed following the receipt of FONSI-ROD from the FAA.

TASK 7.3 – PUBLIC INVOLVEMENT MATERIALS

KSA will prepare and produce hard copies for distribution at Public Involvement Events including, but not limited to, agenda, sign-in sheets, PowerPoint presentations, public comment forms, etc. All documents created for public consumption will be provided to the Sponsor for prior approval.

FEE:

KSA proposes to accomplish the work above on a lump sum basis of $198,220.00 A detailed breakdown of the fee is contained in the attached labor hour calculation and subconsultant proposals.

SCHEDULE:

KSA proposes the following schedule for the work outlined in this scope of work. Calendar day durations include typical Sponsor and FAA review times; however, overall project timeline is dependent on FAA review and response times. The environmental team will proceed with design after each submission and incorporate comments as they are received.

Exhibit A – SCOPE OF WORK
Air Traffic Control Tower (ATCT) Relocation Environmental Assessment (EA)
March 18, 2025

	Calendar Days from Notice to Proceed	Duration (Calendar Days)	Calendar Deadline*
Task 1: Project Management & Coordination	-	13	5/30/2025
Task 2: Pre-EA Tasks	13	120	7/5/2025
Task 3: Draft Environmental Assessment	133	240	12/8/2025
Task 4: Final EA, Determination, FONSI	373	120	3/1/2026*
Task 5: Agency & Coordination	Duration of EA		
Task 6: Section 508 Compliance	Duration of EA		
Task 7: Project Deliverables	Duration of EA		

*Planned completion date/issuance of FONSI

Labor Hour Calculation - Draft

CLIENT: Tyler Pounds Regional Airport (TYR)
PROJECT: Air Traffic Control Tower (ATCT) Relocation Environmental Assessment (EA)
KSA NO.: 104066
DATE: 7/10/2025

KSA
a Pape-Dawson company

PROJECTED LABOR-HOURS

Item No.	Task Description	Prime Civil (KSA Engineers)							Subconsultants			Travel & Expenses	Print & Mailing Expenses	Phase Totals
		Project Principal	Sr. Project Manager	Senior Aviation Planner	Aviation Planner	Sr. Design Technician	Grant Administrator	Project Assistant	Science Science Assoc.	Sphere 3 Environmental				
Task 1 - Project Management and Coordination														
1.1	Study Initiation & Project Management	1	2	16	24	0	0	0	$ -	$ -	$ -	$ -	$ -	
1.2	Grant Administration	0	0	6	6	0	12	2	$ -	$ -	$ -	$ -	$ 100.00	
1.3	Stakeholder Progress Meetings	1	2	24	36	8	2	0	$ -	$ -	$ -	$ -	$ -	
	Subtotal Projected Man-hours:	2	4	46	66	8	14	2						
	Hourly Rate:	$ 360	$ 280	$ 260	$ 185	$ 160	$ 150	$ 130						
	Subtotal Estimated Cost:	$ 720.00	$ 1,120.00	$ 11,960.00	$ 12,210.00	$ 1,280.00	$ 2,100.00	$ 260.00	$ -	$ -	$ -	$ -	$ 100.00	**$ 29,750**
Task 2 - Pre-EA Tasks														
2.1	FAA/Sponsor Kickoff Meeting	2	8	8	16	8	2	0	$ -	$ -	$ -	$ -	$ 100.00	
2.2	Field Investigations	0	8	16	24	2	0	0	$ -	$ 22,500.00	$ -	$ 1,000.00	$ -	
										$ -	$ -	$ -	$ -	
	Subtotal Projected Man-hours:	2	16	24	40	10	2	0						
	Hourly Rate:	$ 360	$ 280	$ 260	$ 185	$ 160	$ 150	$ 130						
	Subtotal Estimated Cost:	$ 720.00	$ 4,480.00	$ 6,240.00	$ 7,400.00	$ 1,600.00	$ 300.00	$ -	$ -	$ 22,500.00	$ -	$ 1,000.00	$ 100.00	**$ 44,340**
Task 3 - Draft Environmental Assessment														
3.1	Project Description/Purpose and Need			8	20	4		2	$ -	$ -	$ -	$ -	$ -	
3.2	Analysis of Alternatives			8	20	4		2	$ -	$ -	$ -	$ -	$ -	
3.3	Affected Environment			8	20	4		2	$ -	$ -	$ -	$ -	$ -	
3.4	Environmental Consequences and Mitigation			8	20	4		2	$ -	$ -	$ -	$ -	$ -	
3.5	Public Involvement		8	8	20	4		2		$ -	$ -	$ 2,500.00	$ -	
	Subtotal Projected Man-hours:	0	8	40	100	20	0	10						
	Hourly Rate:	$ 360	$ 280	$ 260	$ 185	$ 160	$ 150	$ 130						
	Subtotal Estimated Cost:	$ -	$ 2,240.00	$ 10,400.00	$ 18,500.00	$ 3,200.00	$ -	$ 1,300.00	$ -	$ -	$ -	$ 2,500.00	$ -	**$ 38,140**
Task 4 - Final Environmental Assessment, Determination, and FONSI														
4.1	Request for Environmental Determination		2	4	16				$ -	$ -	$ -	$ -	$ -	
4.2	Finding of No Significant Impact (FONSI)/Record of Decision (ROD)		2	4	16				$ -	$ -	$ -	$ -	$ -	
	Subtotal Projected Man-hours:	0	4	8	32	0	0	0						
	Hourly Rate:	$ 360	$ 280	$ 260	$ 185	$ 160	$ 150	$ 130						
	Subtotal Estimated Cost:	$ -	$ 1,120.00	$ 2,080.00	$ 5,920.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ 9,120**
Task 5 - Agency and Tribal Coordination														
5.1	Preparation and Distribution of Agency Coordination Letters			8	16	4	0	4	$ -	$ -	$ -		$ 150.00	
5.2	THC Coordination			8	16	4	0	4	$ -	$ -	$ -		$ 150.00	
5.3	Agency Coordination Meeting			8	16	8	0	0	$ -	$ -	$ -	$ -	$ -	
	Subtotal Projected Man-hours:	0	0	24	48	16	0	8						
	Hourly Rate:	$ 360	$ 280	$ 260	$ 185	$ 160	$ 150	$ 130						
	Subtotal Estimated Cost:	$ -	$ -	$ 6,240.00	$ 8,880.00	$ 2,560.00	$ -	$ 1,040.00	$ -	$ -	$ -	$ -	$ 300.00	**$ 19,020**
Task 6 - Section 508 Compliance														
6.1	NOA/Draft EA Section 508 Compliance			4	4				$ 32,750.00	$ -	$ -	$ -	$ -	
6.2	Final EA Section 508 Compliance			4	4					$ -	$ -	$ -	$ -	
6.3	FONSI/ROD Section 508 Compliance			4	4					$ -	$ -	$ -	$ -	
	Subtotal Projected Man-hours:	0	0	12	12	0	0	0						
	Hourly Rate:	$ 360	$ 280	$ 260	$ 185	$ 160	$ 150	$ 130						
	Subtotal Estimated Cost:	$ -	$ -	$ 3,120.00	$ 2,220.00	$ -	$ -	$ -	$ 32,750.00	$ -	$ -	$ -	$ -	**$ 38,090.00**
Task 7 - Project Deliverables (Print/Electronic Preparation & Distribution)														
7.1	Draft Environmental Assessment			8	16	4			$ -	$ -		$ -	$ 2,200.00	
7.2	Final Environmental Assessment/FONSI-ROD			8	16	4								
7.3	Public Invovement Materials			8	16	4		4	$ -	$ -		$ -	$ -	
	Subtotal Projected Man-hours:	0	0	24	48	12	0	4						
	Hourly Rate:	$ 360	$ 280	$ 260	$ 185	$ 160	$ 150	$ 130						
	Subtotal Estimated Cost:	$ -	$ -	$ 6,240.00	$ 8,880.00	$ 1,920.00	$ -	$ 520.00	$ -	$ -	$ -	$ -	$ 2,200.00	**$ 19,760.00**
										$ -	$ -	$ -		
										$ -	$ -	$ -		
	Subtotal Projected Man-hours:	0	0	0	0	0	0	0						
	Hourly Rate:	$ 360	$ 280	$ 260	$ 185	$ 160	$ 150	$ 130						
	Subtotal Estimated Cost:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
	Subtotal Projected Man-hours:	0	0	0	0	0	0	0						
	Hourly Rate:	$ 360	$ 280	$ 260	$ 185	$ 160	$ 150	$ 130						
	Subtotal Estimated Cost:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
TOTALS														
	Total Projected Man-hours:	4	32	178	346	66	16	24						
	Hourly Rate:	$ 360	$ 280	$ 260	$ 185	$ 160	$ 150	$ 130						
	Total Estimated Cost:	$ 1,440.00	$ 8,960.00	$ 46,280.00	$ 64,010.00	$ 10,560.00	$ 2,400.00	$ 3,120.00	$ 32,750.00	$ 22,500.00	$ -	$ 3,500.00	$ 2,700.00	**$ 198,220**

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-7

Date: August 13, 2025

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

Item Reference:

In July 2023, USIC began locating water, sewer, and storm water infrastructure for the City of Tyler. This action was in response to a significant increase in locate tickets generated by the area's increased fiber optic build-out. The City's current resources could not keep up with the demand for locate tickets. After consideration, it was determined that proper location and protection of existing assets was needed, and the City should move forward with USIC Locating Services.

After two years of USIC locating the City's utilities, we have seen internal resources be reallocated within the department to other critical roles along with benefits to safety and response time in locating facilities.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to execute the second contract extension with USIC Locating Services, LLC for locating and marking water, sewer, and stormwater underground facilities in a new contract amount not to exceed $500,000.00, Buyboard Contract Number 632-20.

Attachments:
07.25.2025 - USIC 2025 Contract Renewal Final

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

Edited/Submitted By:
City Manager

SECOND RENEWAL OF FACILITIES LOCATING AND MARKING SERVICE CONTRACT BETWEEN CITY OF TYLER, TEXAS, AND USIC LOCATING SERVICES, LLC

THIS SECOND RENEWAL OF FACILITIES LOCATING AND MARKING SERVICE CONTRACT ("Second Renewal") is entered into as of _____, 2025 ("Second Renewal Effective Date") by and between the City of Tyler, Texas, a Texas home-rule municipality ("City"), and USIC Locating Services, LLC ("USIC") (collectively, the "Parties").

WITNESSETH

WHEREAS, the City and USIC are parties to a Contract for the locating and marking water, sanitary sewer and storm water underground facilities (the "Original Agreement"), dated June 15, 2023, and approved by City Council on June 14, 2023; and

WHEREAS, Section 16.3 of the Original Agreement provides that the contract terms cannot be altered, changed or amended except by written signed agreement signed by both Parties; and

WHEREAS, Section 5.1 of the Original Agreement established an effective date of May 15, 2023, for an initial one-year term, with automatic renewal for up to four (4) additional one-year terms, subject to written approval by both Parties; and

WHEREAS, pursuant to Sections 3.5 and 16.3 of the Original Agreement, the Parties executed a written **FIRST AMENDMENT TO FACILITIES LOCATING AND MARKING CONTRACT**, approved by the City Council on December 13, 2023, with an effective date of December 19, 2023, whereby the Parties amended the contract price set forth in subsection 3.5 of the Original Agreement, increasing the annual amount from $200,000.00 to $500,000.00. All other provisions remained unchanged; and

WHEREAS, although the Parties did not formally approve a first renewal prior to the expiration of the Original Agreement term, both the City and USIC continued to operate in accordance with the terms of the Original Agreement and expressed their desire to renew its terms; and

WHEREAS, pursuant to Sections 5.1 and 16.3 of the Original Agreement, the Parties executed a written **FIRST RENEWAL OF FACILITIES LOCATING AND MARKING SERVICE CONTRACT ("First Renewal")** extending the term of the Original Agreement for one-year (1), effective May 15, 2024 through May 15, 2025, approved by the Council on August 14, 2024, and dated September 19, 2024; and

WHEREAS, although the Parties did not formally approve a second renewal prior to the expiration of the First Renewal term, both the City and USIC have continued to operate in accordance with the terms of the Agreement, have acted as though the Agreement remained in effect beyond May 15, 2025, and have expressed their desire to renew the terms of the Original Agreement; and

WHEREAS, the City and USIC now desire to formally ratify the continued performance and mutual obligations beyond May 15, 2025, and enter into this Second Renewal Agreement ("Second Renewal") in order to preserve continuity of service and clarify the status of the Original Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, continued performance, promises of the Parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

Ratification of Continued Performance. The City and USIC hereby acknowledge and agree that, notwithstanding the absence of a formally executed renewal prior to May 15, 2025, both parties have continued to perform under the terms of the Original Agreement. Such continued performance is hereby ratified, confirmed, and deemed to have been undertaken pursuant to this Second Renewal. The City represents and warrants that it has obtained all the necessary approvals to ratify and authorize this Agreement and all prior services rendered as of the Second Renewal Effective Date.

Renewal Term. The term of the Agreement is hereby renewed and extended for a one-year period, commencing on May 16, 2025, and expiring on May 15, 2026, unless earlier terminated as provided in the Original Agreement.

No Other Changes. All other terms and conditions of the Original Agreement, as previously amended or renewed, remain in full force and effect and are hereby reaffirmed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Second Renewal to be executed by persons duly authorized, on this the ____ day of _____, 2025.

CITY OF TYLER, TEXAS

_____

City Manager
EDWARD BROUSSARD

ATTEST:

_____

City Clerk

APPROVED

_____

CITY ATTORNEY'S OFFICE

FOR USIC:

_____
PRESIDENT

_____
PRINTED NAME

THE STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared:

_____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed and delivered the foregoing instrument for the purposes and consideration therein expressed on behalf of USIC LOCATING SERVICES, LLC (USIC).

GIVEN UNDER MY HAND AND SEAL OF OFFICE _____ day of this
_____, 2025.

_____
_____ Notary Public in and for the State of Texas

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-8

Date: August 13, 2025

Subject: Request that the City Council consider authorizing the City Manager to approve Change Order #1 with C&A Construction, LLC that will increase the contract amount by $1,612,104.00 for the Consent Decree Group 5 Remedial Measures Open Cut, Bid 23-039.

Item Reference: **Bid 23-039, Consent Decree, Civil Action No. 6:17-cv-29 effective April 10, 2017**

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

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

Bid 23-039 was awarded on June 14, 2023 and the work is substantially complete. Group 5 Open Cut construction project consisted of approximately 336 sanitary sewer mains by the following methods; approximately 7,196 linear feet of pipe replacement by open cut, approximately 503 sanitary sewer main point repairs, construction of 90 manholes, and construction of 13 access chamber assemblies.

Change Order #1 consists of an emergency repair to the existing 24" Sanitary Sewer Line located adjacent to Southside Wastewater Treatment Plant. The line recently failed and currently has bypass pumping in place. The repair consists of 600 LF of Sanitary Sewer Line replacement, 36" encasement, new manholes, and concrete pier pipe supports as well as erosion control and access to the location. The additional work cost is $1,612,104.00.

Original Project Cost: $6,638,512.64
CO #1: $1,612,104.00
Current Project Cost: $8,250,616.64 (~24% increase)

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to approve Change Order #1 with C&A Construction, LLC that will increase the contract amount by $1,612,104.00 for the Consent Decree Group 5 Remedial Measures Open Cut, Bid 23-039.

Attachments:
Change Order 1 Group 5 Open Cut

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

Edited/Submitted By:
City Manager

KSA 6781 Oak Hill Blvd. Tyler, TX 75703 **CHANGE ORDER No. 1**	Date July 17, 2025 Project No. D100963 Location Tyler, TX
To (Contractor) C&A Construction, LLC 11811 North Freeway, Suite 190 Houston, TX 77060	Job Description Consent Decree Group 5 - Remedial Measures Pipeline by Open Cut Total Contract Price: Original $6,638,512.64 Previous CO / WO $0.00 Current $6,638,512.64

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)
CO1.01	Add Item CO1.01 - Mobilization, Insurance, and Bonds for GM11236 Replacement (1 LS x $5,600.00/LS = $5,600.00)	$0.00	$5,600.00
CO1.02	Add Item CO1.02 - Care of Water During Construction for GM11236 Replacement (1 LS x $21,425.00/LS = $21,425.00)	$0.00	$21,425.00
CO1.03	Add Item CO1.03 - Gravity Sewer Line and Manhole Testing for GM11236 Replacement (1 LS x $5,178.00/LS = $5,178.00)	$0.00	$5,178.00
CO1.04	Add Item CO1.04 - Remove Existing Manhole on Aerial Pipe and Construct 60-in Manhole on Aerial Pipe w/ Wateright Ring & Cover for GM11236 Replacement (2 EA x $25,888.00/EA = $51,776.00)	$0.00	$51,776.00
CO1.05	Add Item CO1.05 - 60-in Diameter Manhole on Aerial Pipe with Watertight Ring & Cover for GM11236 Replacement (1 EA x $23,375.00/EA = $23,375.00)	$0.00	$23,375.00
CO1.06	Add Item CO1.06 - Remove Existing 24-in Sewer Line w/ 36-in Casing for GM11236 Replacement (581 LF x $45.00/LF = $26,145.00)	$0.00	$26,145.00
CO1.07	Add Item CO1.07 - Remove Existing Concrete Pipe Supports for GM11236 Replacement (9 EA x $2,268.00/EA = $20,412.00)	$0.00	$20,412.00
CO1.08	Add Item CO1.08 - 24-in C900 PVC Restrained Joint Sanitary Sewer Line for GM11236 Replacement (582 LF x $374.00/LF = $217,668.00)	$0.00	$217,668.00
CO1.09	Add Item CO1.09 - 36-in Steel Encasement by Open Cut for GM11236 Replacement (566 LF x $790.00/LF = $447,140.00)	$0.00	$447,140.00
CO1.10	Add Item CO1.10 - Connect to Existing Sewer Line for GM11236 Replacement (3 EA x $2,600.00/EA = $7,800.00)	$0.00	$7,800.00
CO1.11	Add Item CO1.11 - Hydromulch for GM11236 Replacement (0.60 AC x $3,850.00/AC = $2,310.00)	$0.00	$2,310.00
CO1.12	Add Item CO1.12 - Clearing and Grubbing for GM11236 Replacement (0.60 AC x $6,800.00/AC = $4,080.00)	$0.00	$4,080.00
CO1.13	Add Item CO1.13 - Access Road Improvements for GM11236 Replacement (1 LS x $29,920.00/LS = $29,920.00)	$0.00	$29,920.00
CO1.14	Add Item CO1.14 - Type R Modified Rock Rip-Rap w/ Grout for GM11236 Replacement (596 CY x $300.00/CY = $178,800.00)	$0.00	$178,800.00
CO1.15	Add Item CO1.15 - Foundation Material for Trench for GM11236 Replacement (32 CY x $275.00/CY = $8,800.00)	$0.00	$8,800.00
CO1.16	Add Item CO1.16 - Erosion Control Matting for GM11236 Replacement (1200 SY x $2.30/SY = $2,760.00)	$0.00	$2,760.00
CO1.17	Add Item CO1.17 - Filter Fabric Fence for GM11236 Replacement (120 SY x $13.75/SY = $1,650.00)	$0.00	$1,650.00
CO1.18	Add Item CO1.18 - Excavation Safety for GM11236 Replacement (1 LS x 38,560.00/LS = $38,560.00)	$0.00	$38,560.00

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)
CO1.19	Add Item CO1.19 - Trench Safety for GM11236 Replacement (581 LF x $125.00/LF = $72,625.00)	$0.00	$72,625.00
CO1.20	Add Item CO1.20 - Construct New Concrete Pier Pipe Supports for GM11236 Replacement (12 EA x $13,840.00/EA = $166,080.00)	$0.00	$166,080.00
CO1.21	Add Item CO1.21 - Construct Steel Pile Pipe Supports for GM11236 Replacement (4 EA x $70,000.00/EA = $280,000.00)	$0.00	$280,000.00
	Change in contract price due to this Change Order:		
	Total Decrease	$0.00	
	Total Increase		$1,612,104.00
	Difference between Columns (3) and (4)		$1,612,104.00
			$1,612,104.00

The sum of **$1,612,104.00** is hereby **added to** the total contract price, and the total adjusted contract price to date thereby is **$8,250,616.64**.

The time provided for completion in the contract is **increased by 270** additional calendar days added to the contract time for a total adjusted contract time of **849** calendar days for substantial completion. This document shall become an amendment to the contract and all provisions of the contract will apply hereto.

Recommended by	Whitney R. Rivers	07/17/2025
(Engineer)	**KSA**	Date
Accepted by	Jesús Socorro	07/17/2025
(Contractor)	**C&A Construction, LLC**	Date
Approved by		
(Owner)	**City of Tyler**	Date

QUOTATION

14110 Luthe Rd.
Houston, TX 77039
Office: 832-243-5807

DATE: 7/15/2025
QUOTATION #: 2310-22R

CUSTOMER

CUSTOMER NAME
KSA Engineering, Inc
ADDRESS
6781 Oak Hill Blvd. Tyler, TX 75703
CONTACT PERSON
Whitney Rivers, P.E.
CONTACT NUMBER
903.581.8141 Ext. 1313
EMAIL ADDRESS
wrivers@ksaeng.com

PROJECT INFORMATION

JOB NAME
Consent Decree Group 5 – Remedial Measures Pipeline by Open Cut
JOB NUMBER
KSA Project No. D100963 / Bid No. 23-039
JOB LOCATION
620 W Cumberland Rd. Tyler, TX, 75703
PREPARED BY
Jesus Socorro

SCOPE OF WORK

2025 Sanitary Sewer Creek Crossing Replacement (GM11236)

This proposal consist of furnishing all tools, equipment, material, and labor necessary for the replacement of approximately 582 linear feet of 24" DIP Sewer main, the installation of 566 linear feet of 36" steel encasement, the construction of 12 concrete pipe supports and 4 steel pile supports, the removal and replace of one 60" diam. manhole and the construction of two new 60" diam. manholes, and miscellaneous items. This price is full compensation for excavation, excavation safety, foundation material, backfill, removal and disposal of the existing pipe and manholes, pipe connectors, inflow protector, manhole ring and cover, end seals, casing spacers, and appurtenances as detailed in specifications and construction plans. **Temporary plugs and bypass pumping are NOT included.**

MATERIALS AND SERVICES NOT INCLUDED

- C&A Construction and/or its Subs must be able to set up over each manhole.
- Erosion or site control including plans, permits, implementation, inspection, etc.
- Wellpoints for Dewatering System
- Bypass pumping or plugging of lines
- Any permits or fees, including fees for water source for pipe cleaning or replacement.
- Pre and Post CCTV
- Manhole Rehabilitation
- Pricing based on completing all listed quantities in one mobilization.
- Any work not specifically detailed in this proposal.

AGREEMENT TERMS

All invoices for services covered by the estimate are payable within thirty (30) days after invoice date.

ITEM #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
CO.1.01	Mobilization, Insurance, and Bonds	LS	1.00	$ 5,600.00	$ 5,600.00
CO.1.02	Care of Water During Construction	LS	1.00	$ 21,425.00	$ 21,425.00
CO.1.03	Gravity Sewer Line and Manhole Testing	LS	1.00	$ 5,178.00	$ 5,178.00
CO.1.04	Remove Existing Manhole on Aerial Pipe and Construct 60-in Manhole on Aerial Pipe w/ WT R&C	EA	2.00	$ 25,888.00	$ 51,776.00
CO.1.05	60-in Diameter Manhole on Aerial Pipe with Watertight Ring and Cover	EA	1.00	$ 23,375.00	$ 23,375.00
CO.1.06	Remove Existing 24-in Sewer Line w/ 36-in Casing	LF	581.00	$ 45.00	$ 26,145.00
CO.1.07	Remove Existing Concrete Pipe Supports	EA	9.00	$ 2,268.00	$ 20,412.00
CO.1.08	24-in C900 PVC Restrained Joint Sanitary Sewer Line	LF	582.00	$ 374.00	$ 217,668.00
CO.1.09	36-in Steel Encasement ~~with Pier or Pile Supports~~ by Open Cut (Pier and Pile Supports will be measured and compensated separately)	LF	566.00	$ 790.00	$ 447,140.00
CO.1.10	Connect to Existing Sewer Line	EA	3.00	$ 2,600.00	$ 7,800.00
CO.1.11	Hydromulch	AC	0.60	$ 3,850.00	$ 2,310.00
CO.1.12	Clearing and Grubbing	AC	0.60	$ 6,800.00	$ 4,080.00
CO.1.13	Access Road Improvements	LS	1.00	$ 29,920.00	$ 29,920.00
CO.1.14	Type R Modified Rock Rip-Rap w/ Grout	CY	596.00	$ 300.00	$ 178,800.00
CO.1.15	Foundation Material for Trench	CY	32.00	$ 275.00	$ 8,800.00
CO.1.16	Erosion Control Matting	SY	1,200.00	$ 2.30	$ 2,760.00
CO.1.17	Filter Fabric Fence	LF	120.00	$ 13.75	$ 1,650.00
CO.1.18	Excavation Safety	LS	1.00	$ 38,560.00	$ 38,560.00
CO.1.19	Trench Safety	LF	581.00	$ 125.00	$ 72,625.00
CO.1.20	Construct New Concrete Pipe Supports	EA	12.00	$ 13,840.00	$ 166,080.00
CO.1.21	Construct Steel Pile Supports	EA	4.00	$ 70,000.00	$ 280,000.00
				TOTAL	**$ 1,612,104.00**

This is an estimate, not a contract. This estimate is for completing the job as described above. It is based on our evaluation and does not include additional expenses which may be required should unforeseen problems arise after the work has started.

THANK YOU FOR YOUR BUSINESS!

Signature/Stamp: _____

April 14, 2025

City of Tyler/Water Utilities Department
511 W. Locust St.
Tyler, TX 75702

Attn: Mrs. Tiffany Curry, Utilities Engineer.

Subject: Request for 90-Day Contract Extension – Consent Decree Group 5- Remedial Measures Pipeline by Open Cut.

I am writing to request a 90-day extension for the Consent Decree Group 5 Remedial Measures Pipeline by Open Cut contract, which is set to expire on March 22, 2025. We propose a new contract end date of June 20, 2025.

This extension is essential to handle an emergency repair for a sanitary sewer creek crossing and complete around 16,000 linear feet of pending post-construction CCTV inspections.

Thank you for your understanding, and we look forward to your response. If you have any questions or need further clarification, please feel free to contact us.

Sincerely,

Jesús Socorro

Jesús Socorro
Senior Project Manager
C&A Construction, LLC
Mobile: (281) 740-6081
jsocorro@ca-cons.com

July 16, 2025

City of Tyler/Water Utilities Department
511 W. Locust St.
Tyler, TX 75702

Attn: Mrs. Tiffany Curry, Utilities Engineer.

Subject: Request for 180-Day Contract Extension – Consent Decree Group 5- Remedial Measures Pipeline by Open Cut.

I am writing to request a 180-day extension for the Consent Decree Group 5 Remedial Measures Pipeline by Open Cut contract, which is set to expire on June 20, 2025. We propose a new contract end date of December 17, 2025.

This extension is necessary for the replacement of the sanitary sewer gravity main creek crossing SS.GM.T.0011236.

Thank you for your understanding. We look forward to your response. If you have any questions or need further clarification, please feel free to contact us.

Sincerely,

Jesús Socorro

Jesús Socorro
Senior Project Manager
C&A Construction, LLC
Mobile: (281) 740-6081
jsocorro@ca-cons.com