CITY COUNCIL AGENDA

Wednesday, November 12, 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, November 12, 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 September 24, 2025.

RESOLUTION

R-1 Request that the City Council consider adoption of a Resolution committing the City to participating in an equivalent-match program for the replacement of the Boldt Avenue bridge at Black Fork Creek and to authorize the Mayor to execute an Advanced Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for the Old Bullard Road at West Mud Creek, Trib C Bridge Repair project to serve as the local match participation.

ORDINANCE

O-1 Request that the City Council consider conducting the annual investment policy review and consider adoption of an Ordinance amending Tyler City Code Chapter 2 by adopting the investment policy.

MISCELLANEOUS

M-1 Request that the City Council consider receiving a presentation of the of the Half Cent Sales Tax 2025-2026 Annual Work Program and consider adopting the Half Cent Sales Tax 2025-2026 Annual Work Program.

M-2 Request that the City Council consider authorizing the City Manager to execute a Construction Manager at Risk contract with Hoar Construction for the general contractor management of the Downtown Tyler Community Space Improvement Project in the amount of $349,491.00.

M-3 Request that the City Council consider authorizing the City Manager to enter into an agreement with HDR, Inc., to develop an East Grande, Old Omen, and Toll 49 Route Study for the Tyler Area Metropolitan Planning Organization in the amount of $200,000.

M-4 Request that the City Council consider authorizing the City Manager to award Carahsoft Technology Corporation through Omnia Partners Contract # R240303 for the Samsara product as the telematics provider for the City of Tyler's fleet.

M-5 Request that the City Council consider authorizing the City Manager to award River North LLC (Via) as the primary vendor for any passenger trips provided for Tyler Transit.

BOARDS

B-1 Request that the City Council consider the appointment of a City representative to serve on the Smith County 9-1-1- Emergency Communications District Board of

Managers for a two year term ending on December 31, 2027.

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 renew Action Cleaning of Tyler as the primary vendor for washbay chemicals and repairs, and AAA Sanitation as primary vendor to clean the grit traps.

C-A-2 Request that the City Council consider authorizing the City Manager to purchase two (2) Harley Davidson Police motorcycles with police equipment through Buyboard contract #724-23 from Longhorn Harley Davidson Grand Prairie, Texas for $40,126.25 each for a total of $ 80,252.50 for the Police Department to replace 17061 and 19062.

C-A-3 Request that the City Council consider authorizing the City Manager to approve the winning bidder of sealed bid 25-092 Central Point Group of Tyler, Texas to upfit 10 patrol units at a cost of $25,590.77 each for a total cost of $255,907.70.

C-A-4 Request that the City Council consider authorizing the City Manager to award Triple J as the successful bidder for bid 25-090 to provide external fueling for the City of Tyler fleet (non-credit card).

C-A-5 Request that the City Council consider authorizing the City Manager to award bid 25-089 to Maddi Rheas Cleaning to provide janitorial services to the Oakwood Complex in the amount of $32,160.00 annually.

C-A-6 Request that the City Council consider authorizing the City Manager to approve Highly Detailed for various light-duty vehicle and bus washing and detailing services per bid 25-091.

C-A-7 Request that the City Council consider adoption of a Resolution authorizing the City Manager to execute a Multiple Use Agreement for construction activities within the Texas Department of Transportation Right-of-Way for the 2024/25 City of Tyler Pedestrian Access Improvement Project.

C-A-8 Request that the City Council consider authorizing the City Manager to ratify an expenditure in the amount of $132,692.90 for the mandated annual water quality assessment fee to the Texas Commission on Environmental Quality.

C-A-9 Request that the City Council consider authorizing the City Manager to ratify expenditures in the amount of $115,461.20 for four (4) submersible pumps to be used in the emergency pump replacement for the Lake Palestine Water Plant Mudwells to be paid from the Water Production Department's 502-0744-744-0408 account.

C-A-10 Request that the City Council consider authorizing the City Manager to add Addendums 4 and 5 adding the Innovation Pipeline Facility and the Municipal Court to the Downtown Janitorial Contract with Office Pride Janitorial.

C-A-11 Request that the City Council consider authorizing the City Manager to approve a reconciliation change order that will decrease the contract amount by $1,321,625.18 and release of final retainage payment in the amount of $93,522.45 to Vortex Lining Services, LLC, for Sanitary Sewer Cleaning & Closed Circuit Television (CCTV), Years 6-8, TASB BuyBoard Contract #635-21.

C-A-12 Request that the City Council consider authorizing the City Manager to purchase two (2) Elgin Crosswind 1 sweepers from Kinloch Equipment Sourcewell Contract 093021-ELG for $330,332.00 each, a total purchase cost of $ 660,644.00.

C-A-13 Request that the City Council consider authorizing the City Manager to sign an indefinite right-of-way use agreement with Dogwood Park Holdings, LLC for the purpose of installing and maintaining a neighborhood sign in the City of Tyler right-of-way.

C-A-14 Request that the City Council consider authorizing the City Manager to execute a construction contract with Reynolds and Kay, Ltd., for the construction of the VES Parking Lot Replacement Area D Project for the amount of $492,917.60.

C-A-15 Request that the City Council consider authorizing the City Manager to ratify an emergency expenditure in the amount of $287,358.77 to J W Electric for electrical upgrades to the influent pumps, filter pumps, and aerators at the Westside Wastewater Treatment Plant.

C-A-16 Request that the City Council consider authorizing the City Manager to purchase one (1) new International dump truck to add to the Stormwater fleet from Holt Truck through Sourcewell contract #060920-nvs for $173,731.50.

C-A-17 Request that the City Council consider authorizing the City Manager to approve a Reconciliation Change Order in the amount of $17,534.76 for the final payment which releases the remaining retainage to Lone Star Equipment Company Inc., for the 2025 Seal Coat Project.

C-A-18 Request that the City Council consider authorizing the City Manager to execute a reconciliation change order that will increase the contract amount by $51,225.00 and the release of final retainage payment in the amount of $16,618.50, with Capps-Capco Construction, for additional services related to the Charleston Lift Station Rehabilitation Project.

C-A-19 Request that the City Council consider authorizing the City Manager to execute a Capital Improvement Project (CIP) construction contract with Reynolds and Kay, LTD for the Keaton Drainage Improvements project, Bid No. 24-014, decreasing the approved contract amount by $21,814.26, from $4,429,876.60 to $4,408,062.34, and approve the release of retainage.

C-A-20 Request that the City Council consider authorizing the City Manager to purchase one (1) new International HV607 Chassis from Holt Truck Sourcewell quote 060920-NVS For $145,032.27, and a Gal Fab body with an Atlas loader from Texas Pack and Load Sourcewell contract 010825-PII for $173,620.00.

C-A-21 Request that the City Council consider authorizing the City Manager to declare

certain designated vehicles as surplus and ready to be auctioned.

C-A-22 Request that the City Council consider authorizing the City Manager to ratify the acceptance of a FY 2025 Texas Department of Transportation (TxDOT) Routine Airport Maintenance Program (RAMP) Grant totaling $100,000.00 for general maintenance programs at Tyler Pounds Regional Airport.

C-A-23 Request that the City Council consider authorizing the City Manager to approve Addendum #2 to the existing Inter-Local Agreement with East Texas Council of Governments (ETCOG) for a rate of $45.00 per trip with a spending cap of $200,000.00 to cover the cost of the Federal Transit Administration (FTA) 5310 Grant Urbanized Zone (UZA) operations and an agreement of mutual exchange of parking spaces.

C-A-24 Request that the City Council consider authorizing the City Manager to execute an Additional Engineering Services Contract, in an amount not to exceed $55,000, with Langan Engineering and Environmental Services, Inc. for the Consent Decree Group 7 Remedial Measures Implementation, Additional Service Request (ASR) 1.

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 provision of the Government Code: Under Texas Gov't Code Section 551.087 "Economic Development", deliberation regarding the following: Ex Item #1 -Request that the City Council consider NORF Tax Abatement request, City of Tyler Reinvestment Zone and Chapter 380 Agreement Ex Item #2 - Request that the City Council consider the Westside Place Public Improvement District Development Agreement with Bellwood 323 2019, L.P. 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
September 24, 2025

A regular called meeting of the City Council of the City of Tyler, Texas, was held Wednesday, September 24, 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
	Petra Hawkins
	Shonda Marsh
	James Wynne
	Brad Curtis
City Manager:	Edward Broussard
Asst. City Manager:	Heather Nick
Asst. City Manager:	Keidric Trimble
City Attorney:	Deborah G. Pullum
Senior Asst. City Attorney:	Alesha Buckner
Director of Organizational Development:	Regina Y. Moss
Planning Director:	Kyle Kingma
Chief Information Officer:	Benny Yazdanpanahi
City Fire Chief:	David Coble
City Librarian:	Ashley Taylor
Police Chief:	Jimmy Toler
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 Councilmember Marsh.

MINUTES

Motion by Councilmember Wynne to approve the August 13, 2025 regular called meeting minutes and also the August 13, 2025 boards and commission work session/training minutes; seconded by Councilmember Hawkins; motion carried 7 - 0 & approved as presented.

AWARDS

A-1 Request that the City Council consider recognizing the following employees for their years of service and commitment to the City of Tyler. They represent 165 years of service with the City of Tyler.
Michael Malone, Police Lieutenant IV, 30 years of service; John Rains, Fire Driver Engineer IV, 25 years of service; Dustin Goodwin, Fire Senior Captain II, 25 years of service; Michael Jordan, Groundskeeper, 25 years of service; Karen Reasoner, Accountant, 20 years of service; Claudia Rodriguez, Billing Supervisor, 20 years of service; Aaron Cockrell, PS Communications Supervisor, 20 years of Service

A-2 Request that the City Council consider recognizing the following baby for her months of service and commitment to the City of Tyler. She represents six months of service with the City of Tyler.

Sofia Terrazas, Infants at Work IAW Participant, six months

PRESENTATION

P-1 Request that the City Council consider accepting the Gold Star Affiliate Award from Keep Texas Beautiful.

Casey Williams, Keep Tyler Beautiful Coordinator- Gave a Keep Tyler Beautiful Board Annual Report.

ZONING

Z-1 S25-003 TAE WAN PARK (3521 SOUTH BROADWAY AVENUE)
Request that the City Council consider adoption of an Ordinance for a Special Use Permit to allow for a food park.

Motion by Councilmember Hene; seconded by Mayor Pro Tem Nichols; motion carried 7 - 0 & denied as presented.

Z-2 Z25-020 OLVI LANDAVERDE (3101 SHAW STREET)
Request that the City Council consider adoption of an Ordinance approving a zone change from R-1A, Single-Family Residential District to R-1D, Single-Family Detached and Attached Residential District. **(O-2025-60)**

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

Z-3 Z25-021 LETC VENTURES LLC (422 REEVES STREET)
Request that the City Council consider adoption of an Ordinance approving a zone change from R-1B, Single-Family Residential District to R-2, Two-Family Residential District. **(O-2025-61)**

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

Z-4 Z25-022 REGINALD JENKINS (1310 AND 1314 CLAUDE STREET)
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-2025-62)**

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

ORDINANCE

O-1 Request that the City Council consider adoption of an Ordinance amending the Fiscal Year 2024-2025 Budget for various projects relating to Tax Increment Reinvestment Zone 3 (TIRZ 3). **(O-2025-63)**

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

O-2 Request that the City Council consider adoption of an Ordinance amending Tyler City Code Chapter 2 by increasing the dollar amount required for competitive bidding from over $50,000.00 to over $100,000.00 to reflect recent changes in State law, and also increasing the dollar amount for municipal expenditures requiring City Council approval from over $50,000 to over $100,000.00. **(O-2025-64)**

Motion by Mayor Pro Tem Nichols; seconded by Councilmember Wynne; motion carried 7 - 0 & approved as presented.

BOARD APPOINTMENTS

B-1 Request that the City Council consider making appointments and re-appointments to the Animal Control Board, Historical Preservation Board, Keep Tyler Beautiful Board and the Traffic Safety Board.

Animal Control Advisory Board – Appointed Marjorie Ream, Mary Ann Clifford, Todd Tutt, Landon Koller, and Michael Maris.

Historical Preservation Board – Reappointed Conor Herterich and Claudia Carroll and appointed Lance McWhorter, Schuyler Tarry and Lexus Bice. Appointed Claudia Carroll as Chair.

Keep Tyler Beautiful Board – Appointed Justin Hargrove

Traffic Safety Board- Appointed Alex de Ravel and James Ledet.

Councilmember Marsh stated that Oller Smith is a person that applied to the board and she would be an excellent addition to this board. Councilmember Marsh would like to have an additional person added to the board after the review of the State Law.

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

CONSENT

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

C-A-1 Request that the City Council consider approving an Interlocal Agreement with Smith County 911 Emergency Communications District for the continuation of the Smith

County GIS Consortium effort.

C-A-2 Request that the City Council consider adopting an updated Resolution approving the continued participation in the Texas State Department of Information Resources (DIR) Program and General Services Commission Local Government Purchasing Program. Also, request that the City Council consider authorizing the City Manager to renew several annual leases and to utilize various vendors as sole source for parts and service for technology equipment, including computers, software, and telephones, for FY 2025-2026. **(R-2025-51)**

C-A-3 Request that the City Council consider authorizing the City Manager to approve the purchase of one Rough Terrain Vehicle (RTV) from Lowe Tractor for Stormwater for a total purchase price of $23,533.85 through Sourcewell Contract #12624-kba.

C-A-4 Request that the City Council consider authorizing the City Manager to award sole source procurement to Martin Marietta, for Tyler 1L concrete during Fiscal Year 2025-2026.

C-A-5 Request that the City Council consider adopting an Ordinance approving a negotiated settlement between the Atmos Cities Steering Committee and Atmos Energy Corp., Mid-Tex Division, regarding the Company's 2025 rate review mechanism ("RRM") filing. **(O-2025-65)**

C-A-6 Request that the City Council consider authorizing the City Manager to execute a two-year agreement for a total cost of $69,700 with Grammarly for 200 licenses under their Business Enterprise Service

C-A-7 Request that the City Council consider authorizing the City Manager to purchase commercial containers from Wastequip through Sourcewell Contract #010825 in the amount of $114,119.

C-A-8 Request that the City Council consider authorizing the City Manager to award sealed bids opened August 26, 2025, to the referenced bidders for the annual price agreements and for the purchase of various water treatment chemicals for the fiscal year October 1, 2025, through September 30, 2026.

C-A-9 Request that the City Council consider authorizing the City Manager to approve the use of Analytical Environmental Laboratories, of Tyler, TX, as the sole source for certain testing during fiscal year 2025-2026 to be funded by the Water Production Department.

C-A-10 Request that the City Council consider authorizing the City Manager to enter into a contract with McGriff for Property and Casualty Insurance in the amount of $1,376,142, Hibbs Hallmark and Company for Cyber and Excess Workers Compensation Insurance in the amount of $179,241, CAS for Workers Comp Third Party Claim Administration in the amount of $53,160, Innovative Risk Management for Prop & Casualty Third Party Claim Administration in the amount of $45,665 and Bosworth and Associates for the purchase of Special Events Liability Insurance with a deposit premium of $2,000 for Fiscal Year 2025-2026 with two one-year renewal

options.

C-A-11 Request that the City Council consider authorizing the City Manager to purchase one (1) new Stepp Pothole Patcher truck to replace unit 13210 from Kinloch through Sourcewell contract #050625-SMC for the total amount of $262,473.00.

C-A-12 Request that the City Council consider authorizing the City Manager to execute the Lake Tyler Residential House Lease between the City of Tyler and Peppard Properties Ltd d/b/a/ The Boulders at Lake Tyler.

C-A-13 Request that the City Council consider adopting a Resolution appointing Jose Serpa Alvarez, MD, MS, PHD, as the Smith County Local Health Authority and authorizing Mayor Warren to sign the required State of Texas Certificate of Appointment. **(R-2025-52)**

C-A-14 Request that the City Council consider authorizing the City Manager to apply for and accept funding under the Comprehensive Traffic Enforcement Grant Program administered by the Texas Department of Transportation.

C-A-15 Request that the City Council consider authorizing the City Manager to award the annual price agreements for Red Select, Washed Sand, Asphalt and Street Material, Sak-Crete & Portland, Crushed Limestone and Cold Laid Asphalt for one year beginning October 1, 2025.

C-A-16 Request that the City Council consider authorizing the City Manager to award a contract in the amount of $187,826.00 to Curtis-McKinley Roofing and Sheetmetal for the historic gutter replacement and roof repair at the Carnegie Building 215 S. College, Tyler TX.

C-A-17 Request that the City Council consider authorizing the City Manager to extend the annual price agreement to EDKO Vegetation Managers, LLC. for Roadside and Drainage Way Herbicide Spray Program for one year beginning October 01, 2025.

C-A-18 Request that the City Council consider authorizing the City Manager to execute Amendment No. 1 to the Camp Tyler lease.

C-A-19 Request that the City Council consider authorizing the City Manager to execute lease amendment No. 2 for The Boulders at Lake Tyler.

C-A-20 Request that the City Council consider awarding sealed bids opened August 26 and September 9, 2025, to the referenced bidders for the annual price agreements and for the purchase of various wastewater treatment chemicals for the fiscal year October 1, 2025, through September 30, 2026.

C-A-21 Request that the City Council consider authorizing the City Manager to purchase four (4) Ford e-Transit Vans for Tyler Transit from Model 1 Commercial Vehicles, Inc. through the Oklahoma State Contract SW0797C for a total purchase cost of $257,635.40.

Motion by Councilmember Curtis to approve the entire consent items; seconded by Councilmember Wynne; motion carried 7 - 0 & approved as presented.

CITY MANAGER'S REPORT

1. Our Animal Services Department does an incredible job with—as far as—handling our animals that we have, but they also have an incredible art, as I've mentioned before, and during August, Animal Services collected art supplies and coloring books in lieu of adoption fees for the Breckenridge Village—for the people that live out there—and so they filled up 12 bushel tubs full of—as far as—coloring books and art supplies for the residents of Breckenridge Village, and so we're just continually impressed by our Animal Services Department and just at how they look to help everyone, including from our furry friends to our neighbors.
2. So, with that, a couple of capital project updates. Keaton Avenue drainage—the end is fast approaching on this project. This one, the asphalt paving, began last week, and a bunch of those islands are wrapping up. Keaton Avenue has been overtopped to address the new—as far as—reinforced concrete boxes that collect the water at the creek just south of the intersection of this Shannon Drive. Improvements were also made to take water coming down Keaton from Wood Elementary and into the creek now, and then that flows during the rain events have been reduced. The creek between Keaton and Bain has also been improved and armored, and the rains that we've had this year have really tested that and have come through quite well.
3. The South Glenwood ground storage tank—demolition crews were able to mobilize to the South Glenwood in the last week of August to begin demolition of the South Glenwood ground storage tank. The plan of attack was to start at the top and move down with cutting torches to dismantle the structure. The vertical portion of removal was completed last week, and Hunter Demolition is moving to the underground portion of the project now, which should be completed in the next few weeks.
4. And then, finally, downtown—as you've already seen on College—last week we began the closure in order to allow for the brick street contractors to begin work there. These crews are working to save as many bricks as possible by pulling up bricks by hand. The bricks will be cleaned and stored until they're ready to be reinstalled. The traffic is currently free to flow down to Ferguson–Erwin Street, although in October, we will start to block those off to begin the work on the brick streets over in those areas, as well as the water and sewer work that goes underneath that as well. People can always learn more about our downtown improvement projects by going to our website or following us on our social media channels, where we put quite a bit of information out on those. Also, look for signage; these signs were already put out this week for—kind of—to help people to figure out where parking is for downtown so that they can come and enjoy our restaurants and businesses that we have down here.

ADJOURNMENT

Mayor Warren -All right. Before we adjourn, I do want to recognize Dr. Jose Alvarez. He's our new Health Authority, and so we want to welcome you aboard. We did approve you in the consent agenda, but I wanted to recognize you openly. So welcome aboard; we're glad you're here.

Motion by Mayor Pro Tem Nichols to adjourn the meeting at 9:48 a.m.; seconded by Councilmember Curtis; motion carried 7 - 0 & and 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. R-1

Date: November 12, 2025

Subject: Request that the City Council consider adoption of a Resolution committing the City to participating in an equivalent-match program for the replacement of the Boldt Avenue bridge at Black Fork Creek and to authorize the Mayor to execute an Advanced Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for the Old Bullard Road at West Mud Creek, Trib C Bridge Repair project to serve as the local match participation.

Item Reference: **CC 11/13/2019, Item R-1**

The Federal off-system bridge program is administered by the Texas Department of Transportation (TxDOT) to inspect bridges on public roads and streets off the designated state highway system and repair or replace structurally deficient bridges. One such bridge, owned by the City of Tyler and identified as in need of repairs, is located at Boldt Avenue and Black Fork Creek.

A project to repair this bridge is included in the currently approved program of projects as authorized by Texas Transportation Commission Minute Order Number 116522 dated August 16, 2023. The usual fund participation ratio for projects on such programs is 80 percent Federal, 10 percent State, and 10 percent City. Texas Administrative Code, Title 43, Section 15.55(d) (43 TAC Section 15.55(d)) provides that under specified conditions the ten (10) percent City match fund participation requirement may be waived with agreement by the City to perform, or cause to be performed, an equivalent dollar amount of structural improvement work on other deficient cross-drainage structures within its jurisdiction. The estimated local match fund participation requirement on the Boldt Ave bridge replacement project is $4,725.00.

The City has proposed the Old Bullard Road at West Mud Creek, Trib C Bridge Repair project as its equivalent-match project in return for a waiver of the local match fund participation requirement for the repair of the Boldt Avenue bridge at Black Fork Creek bridge structure. The total estimated cost for design and construction of this project is $45,000. TxDOT has approved this project as the City's equivalent match.

FUNDING: General Fund, Stormwater Capital Outlay Budget account

RECOMMENDATION:

It is recommended that that the City Council consider adopting a Resolution committing the City to participating in an equivalent-match program for the replacement of the Boldt Avenue at

Black Fork Creek bridge and to authorize the Mayor to execute an Advanced Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for the Old Bullard Road at West Mud Creek, Trib C Bridge Repair project to serve as the local match participation.

Attachments:
2025-11-12_Boldt_Ave_Waiver
2025-11-12_Boldt_Ave_Resolution
Boldt_Ave_Affidavit
Boldt_Ave_BFC
Old_Bullard_WMC_TribC
Boldt_01_TxDOT
Boldt_02_TxDOT
Old_Bullard_01_CoT
2019-11-13_Whittle_St_Resolution

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

Edited/Submitted By:
City Manager

Date: 12 November 2025

SUBJECT:
Request for Waiver of Local Match Fund
Participation Requirement on Federal
Off-System Bridge Program Project

City: Tyler
Projects:

Boldt Ave at Black Fork Creek, NBI: 10-212-0-B005-05-001
CSJ: 0910-16-197

Vernon M. Webb, P.E.
Texas Department of Transportation
2709 W. Front Street
Tyler, Texas 75702

Dear Mr Webb:

Under the provisions of Texas Administrative Code, Title 43, Section 15.55(d), this Local Government requests waiver of the local match fund participation requirement on the above referenced federal off-system bridge program project referred to as the "participation-waived" project. In return for waiver of this participation, it is proposed that our governing body perform, or cause to be performed, an equivalent dollar amount of structural improvement work on other deficient bridge(s) or deficient mainlane cross-drainage structure(s), referred to as "equivalent-match project(s)", within the jurisdiction of our governing body.

A copy of the appropriate required resolution adopted by our governing body is attached.

Sincerely,

_____
Donald P. Warren
Mayor, City of Tyler, Texas

Attachment: Resolution

****

For TxDOT Use Only

_____ Waiver Approved
_____ Waiver Disapproved _____
_____
_____

Sincerely,

_____
Vernon M. Webb, P.E.
Tyler District Engineer

Date: _____

RESOLUTION NO. R-2025-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, COMMITING THE CITY TO PARTICIPATING IN AN EQUIVALENT-MATCH PROGRAM FOR THE REPAIR OF THE BOLDT AVENUE BRIDGE AT BLACK FORK CREEK AND TO AUTHORIZE THE MAYOR TO EXECUTE AN ADVANCED FUNDING AGREEMENT (AFA) WITH THE TEXAS OF DEPARTMENT OF TRANSPORTATION (TXDOT) FOR THE OLD BULLARD ROAD AT WEST MUD CREEK TRIB-C BRIDGE REPAIR PROJECT; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the federal off-system bridge program is administered by the Texas Department of Transportation (the State) to replace or rehabilitate structurally deficient and functionally obsolete (collectively referred to as deficient) bridges located on public roads and streets off the designated state highway system; and

WHEREAS, City of Tyler, hereinafter referred to as the Local Government owns a bridge located at Boldt Ave at Black Fork Creek, National Bridge Inventory (NBI) Structure Number 10-212-0-B005-05-001, State Control-Section-Job (CSJ) Number 0910-16-197; and

WHEREAS, a project to remedy the bridge is included in the currently approved program of projects as authorized by Texas Transportation Commission Minute Order Number 116522. Dated August 16, 2023; and

WHEREAS, the usual fund participation ratio for projects on such program is 80 percent federal, ten (10) percent state and ten (10) percent Local Government; and

WHEREAS, Texas Administrative Code, Title 43, Section 15.55(d)(43 TAC Section 15.55(d)) provides that under specified conditions the ten (10) percent Local Government match fund participation requirement may be waived with agreement by the Local Government to perform, or cause to be performed, an equivalent dollar amount of structural improvement work on other deficient bridges or deficient mainlane cross-drainage structures within its jurisdiction, such a project of structural improvement work being referred to as an "equivalent-match project"; and

WHEREAS, the estimated local match fund participation requirement on the approved federal off-system bridge project is $4,725.00 (PWP dollars), hereinafter referred to as the "participation-waived" project (PWP), such participation requirement the Local Government proposes be waived and in return perform or cause to be performed equivalent-match project structural improvement work.

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

PART 1: That the Local Government perform or cause to be performed the following equivalent-match project(s) in return for waiver of the local match fund participation requirement on the approved federal off-system bridge program (participation-waived) project not yet awarded:

LOCATION (and NBI structure identification number, if applicable)	ON SCHOOL BUS ROUTE?	DESCRIPTION OF STRUCTURAL IMPROVEMENT WORK	ESTIMATED (EMP) COST
Old Bullard Rd at W Mud Cr Tr NBI 102120B00740002	**YES**	**Perform erosion repair to bridge class box culvert**	**$36,276.00**

PART 2: That in receiving this waiver the Local Government acknowledges its obligation to conform with all conditions of 43 TAC Section 15.55(d); such conditions that include but are not restricted to the following:

1. The Local Government must be currently in compliance with load posting and closure regulations as defined in National Bridge Inspection Standards under US Code of Federal Regulations, Title 23, Section 650.303.
2. The equivalent-match project work increases the load capacity of the existing bridge or other mainlane cross-drainage structure, or upgrades the structure to its original load capacity with a minimum upgrade to safely carry school bus loading if located on a school bus route.
3. In performing, or causing to be performed, the equivalent-match project(s), the Local Government assumes all responsibilities for engineering and construction, and complying with all applicable state and federal environmental regulations and permitting requirements for the structures being improved.
4. The work on the proposed equivalent-match project(s) has not begun and will not begin until the local match fund participation waiver approval process has been completed.
5. The Local Government will be allowed three (3) years after the contract award of the participation- waived project to complete the structural improvement work on the equivalent-match project(s).
6. Should this waiver request be approved, the Local Government approves the execution of an Advance Funding Agreement with the State for the participation-waived project or amendment to a previous Advance Funding Agreement executed between the State and Local Government. The Mayor is authorized to execute the agreement on behalf of the Local Government.

PASSED AND APPROVED this 12th day of November, 2025.

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

ATTEST:

_____
CASSANDRA BRAGER,
CITY CLERK

APPROVED:

_____
DEBORAH PULLUM,
CITY ATTORNEY

ECONOMICALLY DISADVANTAGED COUNTIES PROGRAM PROJECT AFFIDAVIT

The State of Texas,

County of Smith

Before me, _____, a notary public in and for the State of of Texas, on this day personally appeared Donald P. Warren, who being by me duly sworn, upon oath says:

I, Donald P. Warren, representing the City of Tyler, Texas, having been duly elected on November 11, 2020 and having served continuously since that time, certify in my official capacity that, to the best of my knowledge, the information contained in this application is true and correct.

_____ _____

Signature Date

Subscribed and sworn to before me, by the said _____, this _____ day of _____, _____, to certify which witness my hand and seal of office.

My commission expires _____, _____.

_____

Official Signature

_____

Printed or stamped name of Notary


McDonald Rd
Merry Ln
2501
2509
2517
2500
2508
2516
2504


W Amherst St
E Amherst St
S Broadway Ave
S Broadway Ave
S Ballard Rd






DIRECTION
313 deg(T)
32.30992°N
095.30340°W
ACCURACY 13 m
DATUM WGS84
2025-07-29
09:53:11-05:00

RESOLUTION NO. R-2019-59

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, COMMITTING THE CITY TO PARTICIPATING IN AN EQUIVALENT-MATCH PROGRAM FOR THE REPAIR OF THE WHITTLE STREET BRIDGE AND TO AUTHORIZE THE MAYOR TO EXECUTE AN ADVANCED FUNDING AGREEMENT (AFA) WITH THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) FOR THE SHILOH ROAD CHANNEL RECONSTRUCTION PROJECT TO SERVE AS THE LOCAL MATCH PARTICIPATION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the federal off-system bridge program is administered by the Texas Department of Transportation (the State) to replace or rehabilitate structurally deficient and functionally obsolete (collectively referred to as deficient) bridges located on public roads and streets off the designated state highway system; and

WHEREAS, City of Tyler, hereinafter referred to as the Local Government owns a bridge located at Whittle Street at West Mud Creek Tributary, NBI 102120B05065001;and

WHEREAS, a project to remedy the bridge is included in the currently approved program of projects as authorized by Texas Transportation Commission Minute Order Number 115291 dated August 31, 2018, Control-Section-Job (CSJ) Number CSJ 0910-16-147; and

WHEREAS, the usual fund participation ratio for projects on such program is 80 percent federal, 10 percent state and 10 percent Local Government; and

WHEREAS, Texas Administrative Code, Title 43, Section 15.55(d) (43 TAC Section 15.55(d)) provides that under specified conditions the 10 percent Local Government match fund participation requirement may be waived with agreement by the Local Government to perform, or cause to be performed, an equivalent dollar amount of structural improvement work on other deficient bridges or deficient mainlane cross-drainage structures within its jurisdiction, such a project of structural improvement work being referred to as an "equivalent-match project"; and

WHEREAS, the estimated local match fund participation requirement on the approved federal off-system bridge project is $47,250.00 (dollars), hereinafter referred to as the "participation-waived" project, such participation requirement the Local Government proposes be waived and in return perform or cause to be performed equivalent-match project structural improvement work.

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

PART 1: That the Local Government perform, or cause to be performed, the following equivalent-match project(s) in return for waiver of the local match fund participation requirement on the approved federal off-system bridge program (participation-waived) project not yet awarded:

LOCATION (and NBI structure identification number, if applicable)	ON SCHOOL BUS ROUTE?	DESCRIPTION OF STRUCTURAL IMPROVEMENT WORK	ESTIMATED COST
Shiloh Rd. at West Mud Creek	Yes	Repair Concrete Riprap	$ 600,000.00

PART 2: that in receiving this waiver the Local Government acknowledges its obligation to conform with all conditions of 43 TAC Section 15.55(d); such conditions that include but are not restricted to the following:

1. The Local Government must be currently in compliance with load posting and closure regulations as defined in National Bridge Inspection Standards under US Code of Federal Regulations, Title 23, Section 650.303.
2. The equivalent-match project work increases the load capacity of the existing bridge or other mainlane cross-drainage structure, or upgrades the structure to its original load capacity with a minimum upgrade to safely carry school bus loading if located on a school bus route.
3. In performing, or causing to be performed, the equivalent-match project(s), the Local Government assumes all responsibilities for engineering and construction, and complying with all applicable state and federal environmental regulations and permitting requirements for the structures being improved.
4. The work on the proposed equivalent-match project(s) has not begun and will not begin until the local match fund participation waiver approval process has been completed.
5. The Local Government will be allowed three years after the contract award of the participation-waived project to complete the structural improvement work on the equivalent-match project(s).
6. Should this waiver request be approved, an appropriate written agreement or amendment to a previously executed agreement will be executed between the State and Local Government.

PASSED AND APPROVED this the 13th day of November, 2019.

MARTIN HEINES, MAYOR
OF THE CITY OF TYLER, TEXAS

ATTEST:

CASSANDRA BRAGER, CITY CLERK

CITY OF TYLER SEAL TEXAS

APPROVED:

DEBORAH G. PULLUM,
CITY ATTORNEY

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. O-1

Date: November 12, 2025

Subject: Request that the City Council consider conducting the annual investment policy review and consider adoption of an Ordinance amending Tyler City Code Chapter 2 by adopting the investment policy.

Item Reference: **Texas Government Code Chapter 2256; City of Tyler Code of Ordinances, Chapter 2, and Article V. Investment Policy.**

The City Council is required by the Public Funds Investment Act to review its investment policy and investment strategies at least annually. The current policy is included in the City of Tyler Code of Ordinances, Chapter 2, Article V. A copy of the policy is attached for your review.

This policy review will help the City of Tyler obtain a "Certificate of Distinction" for having an investment policy that meets the requirements of the Public Funds Investment Act and the standards for prudent investing established by the Government Treasurer's Organization of Texas. There are no proposed changes.

RECOMMENDATION:

Request that the City Council consider conducting the annual investment policy review and consider adoption of an Ordinance amending Tyler City Code Chapter 2 by adopting the investment policy.

Attachments:
Investment Policy Review

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

Edited/Submitted By:
City Manager

ORDINANCE NO. O-2025-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, AMENDING CHAPTER 2, "FINANCE AND TAXATION", ARTICLE V, "INVESTMENT POLICY", OF THE CODE OF ORDINANCES OF THE CITY OF TYLER, TEXAS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Public Funds Investment Act, (currently Chapter 2256 of the Texas Government Code, Section 2256.005), requires that the City Council review and adopt its Investment Policy and strategy at least annually;

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

PART 1. That Tyler City Code Chapter 2, "Finance and Taxation", Article V., "Investment Policy", is hereby amended to read as follows:

ARTICLE V. INVESTMENT POLICY

Sec. 2-46. Introduction and Scope.

The Public Funds Investment Act, Chapter 2256, Texas Government Code, (the "PFIA") requires each city to adopt a written investment policy that includes a written investment strategy, quarterly reports to City Council with market values, an annual review of the policy by Council and an annual compliance audit among other requirements. This Policy shall apply to the investment and management of all City funds under its control, other than those expressly excluded within this document or by applicable law or valid agreement. The Fire Pension Fund is excluded from this Policy because it is separately organized and managed by contract with investment companies as directed by the Fire Pension Board, and the Lindsey Police and Firefighters' Endowment Fund is also excluded from this Policy because it is separately organized and managed by contract with an investment company as directed by the Lindsey Police and Firefighters' Fund Board. The Employees Deferred Compensation Agency Fund and the Retirees Health Benefits Trust Fund are also excluded. This Policy shall not supersede the restrictions on investment of specific funds because of legal limits, created by grants, bond covenants or similar regulations. In the event of conflict, the more restrictive policy shall be followed. (Ord. No. 0-98-21; 3/18/98) (Ord. No. 0-2000-21; 3/22/00) (Ord. No. 0-2002-54, 11/13/2002) (0-2003-65, 11/26/03) (Ord. 0-2004-87, 11/10/04) (Ord. 0-2005-91, 11/9/05) (Ord. No. O-2006-93, 11/8/06) (Ord. No. 0-2007-130, 11/14/07) (Ord. No. 0-2008-37, 2/27/08) (Ord. No. 0-2008-143, 11/12/08) (Ord. No. 0-2009-84, 8/12/09) Ord. No. 0-2010-121, 11/10/10) (Ord. No. 0-2011-94, 11/9/11) (Ord. No. 0-2013-60, 7/24/13) (Ord. No. 0-2016-20; 02/24/16) (Ord. No. 0-2017-54; 07/12/17) (Ord. No. 0-2019-45; 06/12/19) (Ord. No. 0-2020-62; 7/8/20) (Ord. No. 0-2022-88; 9/14/22) (Ord. No. 0-2023-97; 10/11/23) (Ord. No. 0-2024-101; 11/13/24) (Ord. No. 0-2025-; / /25)

Sec. 2-47. Investment Strategy.

The City shall use a pooled cash and investment approach commingling money from various fund types for market efficiency to the extent that is practical and legal. The following investment strategy considerations recognize the unique advantages of a pooled cash and investment portfolio, including the reduction of cash flow uncertainty

and the increased opportunity of yield curve extension. Funds included in the portfolio will include those from the operating funds, debt service and debt reserve funds, and special projects. The liquidity requirements of the pooled investment portfolio will be projected and matched with maturities.

Pooled Fund Group

Suitability - Any investment eligible in the Investment Policy is suitable for Pooled Fund Groups.

Safety of Principal - All investments shall be of high quality with no perceived default risk. Market price fluctuations will occur. However, managing the weighted average days to maturity to less than 270 days and restricting the maximum allowable maturity to two years using the final stated maturity dates of each investment will minimize the price volatility of the portfolio.

Liquidity - Pooled Fund Groups require short-term liquidity to adequately fund any unanticipated cash outflow. Short-term financial institution deposits, investment pools and money market mutual funds will provide daily liquidity and may be utilized as a competitive yield alternative to fixed maturity investments.

Marketability - Securities with active and efficient secondary markets are necessary in the event of an unanticipated cash flow requirement. Historical market "spreads" between the bid and offer prices of a particular security-type of less than a quarter of a percentage point will define an efficient secondary market.

Diversification - Investment maturities should be staggered throughout the budget cycle to provide cash flow based on the anticipated operating needs of the City. Diversifying the appropriate maturity structure up to the two-year maximum will reduce interest rate risk.

Yield - Attaining a competitive market yield for comparable security types and portfolio restrictions is the desired objective. The yield of an equally weighted, rolling three-month Treasury Bill portfolio will be the minimum yield objective.

Special Project and Bond Proceeds Funds

At times special project and bond proceed funds may be better suited invested outside the Pooled Fund Group. In those cases, the following strategy shall be applicable:

Suitability - Any investment eligible in the Investment Policy is suitable for Special Project and Bond Proceeds Funds.

Safety of Principal - All investments will be of high quality with no perceived default risk. Market price fluctuations will occur. However, by managing Special Project and Bond Proceeds to not exceed the anticipated expenditure schedule the market risk of the overall portfolio will be minimized. Maximum maturity five years from date of purchase.

Liquidity - Special Project and Bond Proceeds Funds used for capital improvements programs have reasonably predictable draw down schedules. Therefore, investment maturities should generally follow the anticipated cash flow requirements. Short term financial institution deposits, investment pools and money market mutual funds will provide readily available funds generally equal to one month's anticipated cash flow needs, or a competitive yield alternative for short term fixed maturity investments. A singular repurchase agreement, or similarly structured investment vehicle, may be utilized if disbursements are allowed in the amount necessary to satisfy any expenditure request. This investment structure is commonly referred to as a flexible repurchase agreement.

Marketability - Securities with active and efficient secondary markets are necessary in the event of an unanticipated cash flow requirement. Historical market "spreads" between the bid and offer prices of a particular security-type of less than a quarter of a percentage point will define an efficient secondary market.

Diversification - Market conditions and arbitrage regulations influence the attractiveness of staggering the maturity of fixed rate investments for Special Project and Bond Proceeds Funds. Generally, when investment rates exceed the applicable cost of borrowing, the City is best served by locking in most investments. If the cost of borrowing cannot be exceeded, then concurrent market conditions will determine the attractiveness of diversifying maturities or investing in shorter and larger amounts. At no time shall the anticipated expenditure schedule be exceeded in an attempt to bolster yield.

Yield - Achieving a positive spread to the cost of borrowing is the desired objective, within the limits of the Investment Policy's risk constraints. The yield of an equally weighted, rolling six-month Treasury bill portfolio will be the minimum yield objective for non-borrowed funds. (Ord. No. 0-2000-21, 3/22/00) (Ord. No. 0-2001-51, 10/24/01) (Ord. No. 0-2002-54, 11/13/2002) (0-2003-65, 11/26/03) (Ord. 0-2004-87, 11/10/04) (Ord. 0-2005-91, 11/9/05) (Ord. No. O-2006-93, 11/8/06) (Ord. No. 0-2007-130, 11/14/07) (Ord. No. 0-2008-143, 11/12/08) (Ord. No. 0-2009-84, 8/12/09) Ord. No. 0-2010-121, 11/10/10) (Ord. No. 0-2011-94, 11/9/11) (0-2013-60, 7/24/13) (Ord. No. 0-2014-98, 10/22/14) (Ord. No. 0-2016-20; 02/24/16) (Ord. No. 0-2017-54; 07/12/17) (Ord. No. 0-2019-45; 06/12/19) (Ord. No. 0-2020-62; 7/8/20) (Ord. No. 0-2022-88; 9/14/22) (Ord. No. 0-2023-97; 10/11/23) (Ord. No. 0-2024-101; 11/13/24) (Ord. No. 0-2025-; / /25)

Sec. 2-48. Objectives.

Principle investment objectives in order of priority are:

a. Preservation of capital and the protection of investment principal.

b. Maintenance of sufficient liquidity to meet anticipated disbursement and cash flows.

c. Preservation of public trust by avoiding any transaction, which might impair public confidence in the City's ability to manage public funds with which it is entrusted.

d. Conformance with all Federal statutes, State statutes, City Charter requirements, City ordinances, and other legal or policy requirements.

e. Diversification by investment type and maturity to avoid market risks and issuer defaults, where appropriate.

f. Attainment of a rate of return which is consistent with risk limitations and cash flow characteristics of the City's investments. (Ord. No. 0-98-21; 3/18/98) (Ord. No. 0-2000-21, 3/22/00) (Ord. No. 0-2001-51, 10/24/01) (Ord. No. 0-2002-54, 11/13/2002) (Ord. 0-2004-87, 11/10/04) (Ord. 0-2005-91, 11/9/05) (Ord. No. O-2006-93, 11/8/06) (Ord. No. 0-2007-130, 11/14/07) (Ord. No. 0-2008-143, 11/12/08) (Ord. No. 0-2009-84, 8/12/09) Ord. No. 0-2010-121, 11/10/10) (Ord. No. 0-2011-94, 11/9/11) (0-2013-60, 7/24/13) (Ord. No. 0-2016-20; 02/24/16) (Ord. No. 0-2017-54; 07/12/17) (Ord. No. 0-2019-45; 06/12/19) (Ord. No. 0-2020-62; 7/8/20) (Ord. No. 0-2021-41; 05/12/21) (Ord. No. 0-2022-88; 9/14/22) (Ord. No. 0-2023-97; 10/11/23) (Ord. No. 0-2024-101; 11/13/24) (Ord. No. 0-2025-; / /25)

Sec. 2-49. Investment Officers.

The Chief Financial Officer, Controller, and Accounting Manager are appointed as Investment Officers. The Investment Officer's authority will be limited by applicable laws, regulations and this Policy.

In order to ensure qualified and capable investment management, the City shall provide periodic training in investments for the investment personnel through courses and seminars offered by professional organizations and associations in compliance with the PFIA.

Investment Officers shall attend at least one training session, accumulating at least 10 hours of instruction, within twelve months of assuming their duties. An additional eight hours of training will be required not less than once in a two-year period that begins on the first day of the City's fiscal year and consists of the two consecutive fiscal years after that date. Training will address investment topics in compliance with the PFIA. The City approves the GFOA, GFOAT, GTOT, NTCOG, TCMA, TML, and UNT as independent sources for training.

The City maintains the right to hire Investment Advisers to assist City staff in the investment of funds. Investment Advisers shall adhere to the spirit, philosophy and specific terms of this Policy and shall invest within the same objectives. The Investment Officers shall establish criteria to evaluate Investment Advisers, including:

1. Understanding of the inherent fiduciary responsibility of investing public funds;

2. Adherence to the City's policies and strategies;

3. Investment strategy recommendations within accepted risk constraints;

4. Responsiveness to the City's request for services and information; and

5. Similarity in philosophy and strategy with the City's objectives.

Selected Investment Advisors must be registered under the Investment Advisers Act of 1940 or with the State Securities Board. A contract with an Investment Adviser may not be for a term longer than two years and any contract, renewal or extension is subject to approval by the City Council. (Ord. No. 0-98-21; 3/18/98) (Ord. No. 0-2000-21, 3/22/00) (Ord. No. 0-2001-51, 10/24/01) (Ord. No. 0-2002-54, 11/13/2002) (0-2003-65, 11/26/03) (Ord. 0-2004-87, 11/10/04) (Ord. 0-2005-91, 11/9/05) (Ord. No. O-2006-93, 11/8/06) (Ord. No. O-2006-93, 11/8/06) (Ord. No. 0-2007-130, 11/14/07) (Ord. No. 0-2008-143, 11/12/08) (Ord. No. 0-2009-84, 8/12/09) Ord. No. 0-2010-121, 11/10/10) (Ord. No. 0-2011-94, 11/9/11) (0-2013-60, 7/24/13) (Ord. No. 0-2016-20; 02/24/16) (Ord. No. 0-2017-54; 07/12/17) (Ord. No. 0-2019-45; 06/12/19) (Ord. No. 0-2020-62; 7/8/20) (Ord. No. 0-2022-88; 9/14/22) (Ord. No. 0-2023-97; 10/11/23) (Ord. No. 0-2024-101; 11/13/24) (Ord. No. 0-2025-; / /25)

Sec. 2-50. Standards of Care, Ethics and Conflicts of Interest.

As provided for in the PFIA, the standard of care for the City's investments shall be the Prudent Person Rule, which states "investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived."

The overall investment program shall be designed and managed with a degree of care and professionalism that is worthy of the public trust. The Investment Officers shall recognize that the investment activities of the City are a matter of public record and public trust.

The Investment Officers, acting in accordance with written procedures and exercising the proper standard of care, shall be relieved of personal responsibility for an individual investment decision, provided that this Policy and the City's procedures were followed. In determining whether an Investment Officer has exercised the proper standard of care, all investments over which the individual had responsibility will be considered rather than a single investment.

Investment Officers and employees of the City involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Investment Officers and employees of the City involved in the investment process shall not utilize investment advice concerning specific investments or classes of investments obtained in the transaction of the City's business for personal investment decisions, shall in all respects subordinate their personal investment transaction to those of the City particularly with regard to the timing of purchases and sales, and shall keep confidential all investment advice obtained on behalf of the City and all transactions contemplated and completed by the City, except when disclosure is required by law.

All Investment Officers of the City shall file with the Texas Ethics Commission and the City Council a statement disclosing any personal business relationship with a business organization offering to engage in an investment transaction with the City or any relationship within the second degree by affinity or consanguinity to an individual seeking to sell investments to the City.

The City shall develop written administrative procedures and internal controls consistent with this Policy for the operation of the City's investment program. Such procedures shall be designed to prevent losses of public funds arising from fraud, employee error, misrepresentation by third parties, or imprudent actions by employees of the City. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management.

The internal controls shall address the following points:

- Avoidance of collusion,
- Separation of transactions authority from accounting and record keeping,
- Custodial safekeeping,
- Avoidance of physical delivery securities,
- Clear delegation of authority of subordinate staff members, and
- Written confirmation for transactions for investments and wire transfers

(Ord. No. 0-98-21; 3/18/98) (Ord. No. 0-2000-21, 3/22/00) (Ord. No. 0-2001-51, 10/24/01) (Ord. No. 0-2002-54, 11/13/2002) (0-2003-65, 11/26/03) (Ord. 0-2004-87, 11/10/04) (Ord. No. 0-2005-91, 11/9/05) (Ord. No. O-2006-93, 11/8/06) (Ord. No. 0-2007-130, 11/14/07) (Ord. No. 0-2008-143, 11/12/08) (Ord. No. 0-2009-84, 8/12/09) Ord. No. 0-2010-121, 11/10/10) (Ord. No. 0-2011-94, 11/9/11) (0-2013-60, 7/24/13) (Ord. No. 0-2016-20; 02/24/16) (Ord. No. 0-2017-54; 07/12/17) (Ord. No. 0-2019-45; 06/12/19) (Ord. No. 0-2020-62; 7/8/20) (Ord. No. 0-2022-88; 9/14/22) (Ord. No. 0-2023-97; 10/11/23) (Ord. No. 0-2024-101; 11/13/24) (Ord. No. 0-2025-; / /25)

Sec. 2-51. Authorized Investments.

The Investment Officers shall use only investment options approved by City Council. Participation in any investment pool must also be approved by formal Council action. Subject to any limitations otherwise imposed by applicable law, regulations, bond indentures or other agreements, including but not limited to, the PFIA, the following are the only permitted investments for the City's funds:

a. Direct obligations of the United States government; U.S. Treasury Bills, U.S. Treasury Notes, U.S. Treasury Bonds, and U.S. Treasury Strips (book entry U.S. Treasury securities whose coupon has been removed).

b. Debentures or discount notes issued by, guaranteed by, or for which the credit of any Federal Agencies and Instrumentalities, including the Federal Home Loan Banks, is pledged for payment. Principal-only and interest-only mortgage backed securities and collateralized mortgage obligations and real estate mortgage investment conduits are expressly prohibited.

c. Bonds or other interest bearing obligations of which the principal and interest are guaranteed by the full faith and credit of the United States government, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation. Principal-only and interest-only mortgage backed securities and collateralized mortgage obligations and real estate mortgage investment conduits are expressly prohibited.

d. Certificates of Deposit and other evidences of deposit at a financial institution that, a) has its main office or a branch office in Texas and is guaranteed or insured by the Federal Deposit Insurance Corporation (FDIC) or its successor or the National Credit Union Share Insurance Fund (NCUSIF) or its successor, b) is secured by obligations in a manner and amount provided by law for deposits of the City, or c) is placed through a broker or depository institution that has its main office or a branch office in Texas that meets the requirements of the PFIA. All deposits exceeding the FDIC or NCUSIF insurance limits shall be collateralized as required by Section 2-57 Selection of Depositories.

e. Local government investment pools organized under the Interlocal Cooperation Act that meet the requirements of the PFIA and have been specifically approved and authorized by the City Council.

f. Direct obligations of the State of Texas or its agencies, and obligations of agencies, counties, cities, and other political subdivisions of the State of Texas rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent.

g. No load “government” money market mutual funds that meet the requirements of the PFIA. Money market mutual funds must maintain an AAAm, or equivalent rating from at least one nationally recognized rating agency; and be specifically approved by the City Council or purchased through the City’s primary depository as an overnight investment tool.

h. Repurchase agreements entered into in compliance with the PFIA.

NOTE: A security's "average life" does not constitute a stated maturity.

No investment type approved by the PFIA for public investment will be authorized by the City without specific City Council approval and adoption in this Investment Policy. Investments authorized at the time of purchase, which become unauthorized, need not be liquidated. The City shall monitor the rating of each issuer, as applicable, at least quarterly, and take all prudent measures to liquidate an investment that is downgraded to less than its required minimum rating by PFIA. The Investment Officer(s) will make specific suggestions as to the possible liquidation or retention in either situation. The City will provide a competitive environment for individual investment transactions, financial institution, money market mutual fund, and local government investment pool selections.

This Policy does not apply to an investment donated to the City for a particular purpose or under terms of use specified by the donor (Section 2256.004). (Ord. No. 0-98-21; 3/18/98) (Ord. No. 0-2000-21, 3/22/00) (Ord. No. 0-2001-51, 10/24/01) (Ord. No. 0-2002-54, 11/13/2002) (0-2003-65, 11/26/03) (Ord. 0-2004-87, 11/10/04) (Ord. 0-2005-91, 11/9/05) (Ord. No. O-2006-93, 11/8/06) (Ord. No. 0-2007-130, 11/14/07) (Ord. No. 0-2008-

143, 11/12/08) (Ord. No. 0-2009-84, 8/12/09) Ord. No. 0-2010-121, 11/10/10) (Ord. No. 0-2011-94, 11/9/11) (0-2013-60, 7/24/13) (Ord.0-2014-98, 10/22/14) (Ord. No. 0-2017-54; 07/12/17) (Ord. No. 0-2019-45; 06/12/19) (Ord. No. 0-2020-62; 7/8/20) (Ord. No. 0-2022-88; 9/14/22) (Ord. No. 0-2023-97; 10/11/23) (Ord. No. 0-2024-101; 11/13/24) (Ord. No. 0-2025-; / /25)

Sec. 2-52. Investment Limits.

It is the City's policy to diversify its investment portfolio. Invested funds shall be diversified to minimize risk or loss resulting from over-concentration of assets in a specific maturity, specific issuer, or specific class of investment, where appropriate. Cash flow projections shall be utilized to spread investment maturities, smooth market fluctuations, and reduce reinvestment risk.

The maturity of an investment largely dictates its price volatility. Therefore, the City shall concentrate its investment portfolio in shorter-term maturities to protect market valuation from unanticipated rate movements. The City will attempt to avoid over-investment in cash equivalent investments and match a portion of its investments with anticipated cash flow requirements. The asset allocation in the portfolio will vary depending upon those requirements and the outlook for the economy and the security markets. (Ord. No. 0-98-21; 3/18/98) (Ord. No. 0-2000-21, 3/22/00) (Ord. No. 0-2001-51, 10/24/01) (Ord. No. 0-2002-54, 11/13/2002) (0-2003-65, 11/26/03) (Ord. 0-2004-87, 11/10/04) (Ord. 0-2005-91, 11/9/05) (Ord. No. O-2006-93, 11/8/06) (Ord. No. 0-2007-130, 11/14/07) (Ord. No. 0-2008-143, 11/12/08) (Ord. No. 0-2009-84, 8/12/09) Ord. No. 0-2010-121, 11/10/10) (Ord. No. 0-2011-94, 11/9/11) (0-2013-60, 7/24/13) (Ord. No. 0-2014-98; 10/22/14) (Ord. No. 0-2016-20; 02/24/16) (Ord. No. 0-2017-54; 07/12/17) (Ord. No. 0-2019-45; 06/12/19) (Ord. No. 0-2020-62; 7/8/20) (Ord. No. 0-2022-88; 9/14/22) (Ord. No. 0-2023-97; 10/11/23) (Ord. No. 0-2024-101; 11/13/24) (Ord. No. 0-2025-; / /25)

Sec 2-53. Selection of Broker/Dealers.

The City may utilize the in-house brokerage services of the bank qualifying as City primary depository in the acquisition and disposition of authorized securities. Other broker/dealers meeting the qualifications of this Policy section and selected by the Investment Officers are reviewed and approved by the City Council.

The approved list of broker/dealers includes the following firms:

SouthState|DuncanWilliams

FHN Financial

MBS Securities

SAMCO

Wells Fargo Securities

For brokers and dealers of investment securities, the City shall select only dealers reporting to the Market Reports Division of the Federal Reserve Board of New York, also known as the "Primary Government Security Dealers," unless analysis reveals that other firms are adequately experienced to conduct public business.

All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the following as appropriate:

- Annual audited financial statements

- Proof of Texas State Securities Commission registration

- Proof of Financial Industry Regulatory Authority (FINRA) certification

Each entity from which the City purchases investments (brokers/banks/pools) shall be provided the City's Investment Policy. Investment pools and discretionary investment management firms will be required to provide a written certification as described in the PFIA.

It is the policy of the City to create a competitive environment for all individual purchases and sales, financial institution deposits, money market mutual funds, and local government investment pools. (Ord. No. 0-98-21; 3/18/98) (Ord. No. 0-2000-21, 3/22/00) (Ord. No. 0-2001-51, 10/24/01) (Ord. No. 0-2002-54, 11/13/2002) (0-2003-65, 11/26/03) (Ord. 0-2004-87, 11/10/04) (Ord. 0-2005-91, 11/9/05) (Ord. No. O-2006-93, 11/8/06) (Ord. No. 0-2007-130, 11/14/07) (Ord. No. 0-2008-143, 11/12/08) (Ord. No. 0-2009-84, 8/12/09) Ord. No. 0-2010-121, 11/10/10) (Ord. No. 0-2011-94, 11/9/11) (0-2013-60, 7/24/13) (Ord. No. 0-2014-98; 10/22/14) (Ord. No. 0-2016-20; 02/24/16) (Ord. No. 0-2017-54; 07/12/17) (Ord. No. 0-2019-45; 06/12/19) (Ord. No. 0-2020-62; 7/8/20) (Ord. No. 0-2021-41; 05/12/21) (Ord. No. 0-2022-88; 9/14/22) (Ord. No. 0-2023-97; 10/11/23) (Ord. No. 0-2024-101; 11/13/24) (Ord. No. 0-2025-; / /25)

Sec. 2-54. Safekeeping.

Eligible investment securities shall be purchased using the delivery versus payment method. That is, funds shall not be wired or paid until verification has been made that the security has been received by the City safekeeping/clearance agent. The security shall be held in the account of the City. The original copy of all safekeeping receipts shall be delivered to the City. An independent custodian will be used for securities safekeeping. (Ord. No. 0-98-21; 3/18/98) (Ord. No. 0-2000-28, 3/22/00) (Ord. No. 0-2001-51, 10/24/01) (Ord. No. 0-2002-54, 11/13/2002) (Ord. 0-2004-87, 11/10/04) (Ord. 0-2005-91, 11/9/05) (Ord. No. O-2006-93, 11/8/06) (Ord. No. 0-2007-130, 11/14/07) (Ord. No. 0-2008-143, 11/12/08) (Ord. No. 0-2009-84, 8/12/09) Ord. No. 0-2010-121, 11/10/10) (0-2013-60, 7/24/13) (Ord. No. 0-2016-20; 02/24/16) (Ord. No. 0-2017-54; 07/12/17) (Ord. No. 0-2019-45; 06/12/19) (Ord. No. 0-2020-62; 7/8/20) (Ord. No. 0-2022-88; 9/14/22) (Ord. No. 0-2023-97; 10/11/23) (Ord. No. 0-2024-101; 11/13/24) (Ord. No. 0-2025-; / /25)

Sec. 2-55. Reporting and Audits.

At least quarterly, the Investment Officer(s) shall submit a written report of all investments in compliance with the PFIA. The market valuations obtained by the City shall be from independent sources believed to be accurate and representative of the investments' true values. The reports shall be submitted to City Council.

An annual compliance audit of management's controls on investments and adherence to this Investment Policy shall be performed in conjunction with the annual financial audit and include a review of quarterly reports, with the result of the review reported to the City Council by that auditor.

The benchmark for the portfolio will be a rolling three-month Treasury Bill average yield for the reporting period. Reporting will include the benchmark as a gauge of the portfolio's performance and a measure of risk. Weighted average yield to maturity shall be the measure of portfolio performance. (Ord. No. 0-98-21; 3/18/98) (Ord. No. 0-2000-21, 3/22/00) (Ord. No. 0-2001-51, 10/24/01) (Ord. No. 0-2002-54, 11/13/2002) (0-2003-65, 11/26/03) (Ord. 0-2004-87, 11/10/04) (Ord. 0-2005-91, 11/9/05) (Ord. No. O-2006-93, 11/8/06) (Ord. No. 0-2007-130, 11/14/07) (Ord. No. 0-2008-143, 11/12/08) (Ord. No. 0-2009-84, 8/12/09) Ord. No. 0-2010-121, 11/10/10) (Ord. No. 0-2011-94, 11/9/11) (0-2013-60, 7/24/13) (Ord. No. 0-2016-20; 02/24/16) (Ord. No. 0-2017-54; 07/12/17) (Ord. No. 0-2019-45; 06/12/19) (Ord. No. 0-2020-62; 7/8/20) (Ord. No. 0-2021-41; 05/12/21) (Ord.

No. 0-2022-88; 9/14/22) (Ord. No. 0-2023-97; 10/11/23) (Ord. No. 0-2024-101; 11/13/24) (Ord. No. 0-2025-; / /25)

Sec. 2-56. Review of Investment Policy.

The City Council will review and adopt this Investment Policy and investment strategy at least annually, approving changes to policy or strategy. (Ord. No. 0-98-21; 3/18/98) (Ord. No. 0-2000-21, 3/22/00) (Ord. No. 0-2001-51, 10/24/01) (Ord. No. 0-2002-54, 11/13/2002) (0-2003-65, 11/26/03) (Ord. 0-2004-87, 11/10/04) (Ord. 0-2005-91, 11/9/05) (Ord. No. O-2006-93, 11/8/06) (Ord. No. 0-2007-130, 11/14/07) (Ord. No. 0-2008-143, 11/12/08) (Ord. No. 0-2009-84, 8/12/09) Ord. No. 0-2010-121, 11/10/10) (Ord. No. 0-2011-94, 11/9/11) (0-2013-60, 7/24/13) (Ord. No. 0-2016-20; 02/24/16) (Ord. No. 0-2017-54; 07/12/17) (Ord. No. 0-2019-45; 06/12/19) (Ord. No. 0-2020-62; 7/8/20) (Ord. No. 0-2022-88; 9/14/22) (Ord. No. 0-2023-97; 10/11/23) (Ord. No. 0-2024-101; 11/13/24) (Ord. No. 0-2025-; / /25)

Sec. 2-57. Selection of Depositories.

The primary depository shall be selected through the City's banking services procurement process, which shall include a formal Request for Application (RFA) issued in compliance with applicable State law. A written contract shall be entered into and extended as per the RFA specifications. In selecting the primary depository, the credit worthiness of institution shall be considered, and the Investment Officers shall conduct a review of prospective depository's credit characteristics and financial history.

The City may also utilize other financial institutions to maintain back-up checking or other transactional accounts, and to place interest bearing deposits.

All deposits placed with the City's primary depository or other financial institution shall be insured or collateralized in compliance with applicable State law. The City reserves the right, in its sole discretion, to accept or reject any form of insurance or collateralization pledged towards deposits. The City shall receive original safekeeping receipts for securities pledged, copies of any pledged insurance policies or letters of credit, and all pledged securities shall be held by an unaffiliated custodian. Written authorization by an Investment Officer is required prior to the release of any pledged collateral, insurance, or letter of credit.

Except for deposits secured with irrevocable letters of credit at 100% of principal plus anticipated accrued interest, all financial institution deposits and repurchase agreement investments of City funds shall be secured by pledged collateral. The City requires market value of pledged securities in excess of 102% of all uninsured deposits plus accrued interest if any. All financial institutions pledging securities as collateral shall be required to sign a collateralization agreement with the City. The agreement shall define the City's rights to the collateral in case of default, bankruptcy, or closing and shall establish a perfected security interest in compliance with Federal and State regulations, including:

a) The agreement must be in writing;

b) The agreement must be executed by the financial institution and the City contemporaneously with the deposit;

c) The agreement must be approved by the Board of Directors or designated committee of the financial institution and a copy of the meeting minutes must be delivered to the City; and

d) The agreement must be part of the financial institution's "official record" continuously since its execution.

The Investment Officers shall monitor deposit and collateral levels at least monthly to maintain adequate coverage. (0-2003-65, 11/26/03) (Ord. 0-2004-87, 11/10/04) (Ord. 0-2005-91, 11/9/05) (Ord. No. O-2006-93, 11/8/06) (Ord. No. 0-2007-130, 11/14/07) (Ord. No. 0-2008-143, 11/12/08) (Ord. No. 0-2009-84, 8/12/09) Ord. No. 0-2010-121, 11/10/10) (Ord. No. 0-2011-94, 11/9/11) (0-2013-60, 7/24/13) (Ord. No. 0-2016-20; 02/24/16) (Ord. No. 0-2017-54; 07/12/17) (Ord. No. 0-2019-45; 06/12/19) (Ord. No. 0-2020-62; 7/8/20) (Ord. No. 0-2021-41; 05/12/21) (Ord. No. 0-2022-88; 9/14/22) (Ord. No. 0-2023-97; 10/11/23) (Ord. No. 0-2024-101; 11/13/24) (Ord. No. 0-2025-; / /25)

Sec. 2-58. Authorized Collateral

The City shall accept only the following as collateral:

a. Bonds, certificates of indebtedness, or notes of the United States, its agencies or instrumentalities (including the Federal Home Loan Banks), or other evidence of indebtedness of the United States, its agencies or instrumentalities that is guaranteed as to principal and interest by the United States, its agencies or instrumentalities.

b. Obligations, the principal and interest on which, are unconditionally guaranteed or insured by the State of Texas.

c. Bonds of the State of Texas or a county, city or other political subdivision of the State of Texas having been rated no less than "A" or its equivalent by a nationally recognized rating agency with a remaining maturity of ten (10) years or less.

d. Letters of credit issued by the United States or its agencies and instrumentalities, including the Federal Home Loan Banks. (Ord. No. 0-2009-84, 8/12/09) Ord. No. 0-2010-121, 11/10/10) (Ord. No. 0-2011-94, 11/9/11) (0-2013-60, 7/24/13) (Ord. No. 0-2016-20; 02/24/16) (Ord. No. 0-2017-54; 07/12/17) (Ord. No. 0-2019-45; 06/12/19) (Ord. No. 0-2020-62; 7/8/20) (Ord. No. 0-2022-88; 9/14/22) (Ord. No. 0-2023-97; 10/11/23) (Ord. No. 0-2024-101; 11/13/24) (Ord. No. 0-2025-; / /25)

Sec. 2-59. Reserved.

PART 2: Should any section, subsection, sentence, provision, clause or phrase be held to be invalid for any reason, such holding shall not render invalid any other section, subsection, sentence, provision, clause or phrase of this ordinance and same are deemed severable for this purpose.

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

PASSED AND APPROVED this ___ day of _____, 2025.

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

ATTEST: APPROVED:

CASSANDRA BRAGER, CITY CLERK

DEBORAH G. PULLUM,
CITY ATTORNEY

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. M-1

Date: November 12, 2025

Subject: Request that the City Council consider receiving a presentation of the of the Half Cent Sales Tax 2025-2026 Annual Work Program and consider adopting the Half Cent Sales Tax 2025-2026 Annual Work Program.

Item Reference: **P-1, August 28, 2024**

The City of Tyler maintains a comprehensive Capital Improvement Projects (CIP) program that identifies capital needs for various departments within the city. This presentation will focus on those projects in the CIP program that are funded or may be funded through the Half Cent Sales Tax Program.

Each year, the Half Cent Sales Tax Board develops an annual work program and an annual budget. The annual work program includes both projects planned for the next fiscal year and those prior projects still in progress. The attached Annual Work Plan and Budget shows the Tier 1, Tier 2, and Tier 3 projects funded for the next ten (10) years.

The 60-day review and public comment period ended on November 9, 2025.

RECOMMENDATION:

It is requested that the City Council receive a presentation of the of the Half Cent Sales Tax 2025-2026 Annual Work Program and adopt the Half Cent Sales Tax 2025-2026 Annual Work Program.

Attachments:
2025-26 Half Cent Project Annual Work Plan & Budget

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

Edited/Submitted By:
City Manager

HALF CENT SALES TAX FUNDS (231)
REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
FISCAL YEAR 2024-2035

	Forecast 2025	Budget 2026	Budget 2027	Budget 2028	Budget 2029	Budget 2030	Budget 2031	Budget 2032	Budget 2033	Budget 2034	Budget 2035
Beginning Cash Balance / Working Capital	**$ 29,352,310**	**$ 32,730,536**	**$ 10,107,210**	**$ 1,831,418**	**$ 12,184,217**	**$ 21,568,768**	**$ 29,097,765**	**$ 40,774,555**	**$ 41,473,437**	**$ 48,759,175**	**$ 70,559,952**
Revenues											
Half Cent Sales Tax	20,605,011	21,223,161	21,859,856	22,515,652	23,191,121	23,886,855	24,603,461	25,341,564	26,101,811	26,884,866	27,691,412
Interest Earnings	1,228,462	1,246,889	1,265,592	1,284,576	1,303,845	1,323,403	1,343,254	1,363,402	1,383,854	1,404,611	1,425,681
Miscellaneous	9,000,000	1,800,000	-	-	-	-	-	-	-	-	-
Total Revenues	**30,833,473**	**24,270,050**	**23,125,449**	**23,800,228**	**24,494,966**	**25,210,258**	**25,946,714**	**26,704,967**	**27,485,665**	**28,289,477**	**29,117,092**
Expenditures											
Administration	642,791	646,702	649,702	625,000	625,000	625,000	625,000	625,000	625,000	625,000	625,000
Projects											
Public Safety	1,619,750	3,005,250	6,590,000	2,500,000	3,000,000	1,467,800	766,875	-	-	-	-
Facilities	150,000	1,950,000	-	651,875	1,878,750	4,862,500	-	-	-	-	-
Parks	536,322	350,000	-	-	497,867	-	-	-	280,000	-	-
Streets/Traffic	14,447,002	30,540,393	15,532,819	8,270,554	8,608,798	10,225,961	12,378,049	21,929,526	16,680,367	5,363,700	6,264,013
Drainage	8,503,841	8,861,032	7,528,719	500,000	500,000	500,000	500,000	3,451,560	2,614,560	500,000	1,900,000
Airport	705,541	1,540,000	1,100,000	900,000	-	-	-	-	-	-	-
Economic Development	850,000	-	-	-	-	-	-	-	-	-	-
Total Expenditures	**27,455,246**	**46,893,377**	**31,401,240**	**13,447,429**	**15,110,415**	**17,681,261**	**14,269,924**	**26,006,086**	**20,199,927**	**6,488,700**	**8,789,013**
Transfers In	-	-	-	-	-	-	-	-	-	-	-
PFC Fund (234)	-	-	-	-	-	-	-	-	-	-	-
(Transfers Out)	-	-	-	-	-	-	-	-	-	-	-
Airport Grant Fund (525)	-	-	-	-	-	-	-	-	-	-	-
Ending Fund Balance / Working Capital	**$ 32,730,536**	**$ 10,107,210**	**$ 1,831,418**	**$ 12,184,217**	**$ 21,568,768**	**$ 29,097,765**	**$ 40,774,555**	**$ 41,473,437**	**$ 48,759,175**	**$ 70,559,952**	**$ 90,888,031**

Half-Cent Projects 2025-2035

By Tier/By Category

As of August 18, 2025

Tier	Fiscal Year Project Begins
Tier 1	Project begins before September 30, 2027
Tier 2	Project begins after October 1, 2027 or before September 30, 2031
Tier 3	Project begins after October 1, 2031 or before September 30, 2035
Tier 4	Projects not programmed into ten year forecast. (See Page 6)

	Forecast 2025	Budget 2026	Budget 2027	Budget 2028	Budget 2029	Budget 2030	Budget 2031	Budget 2032	Budget 2033	Budget 2034	Budget 2035	Grand Total
Tier 1												
Airport												
Airport Rehabilitation of Passenger Boarding Bridge	219,424.90	-	-	-	-	-	-	-	-	-	-	219,424.90
ATC Tower Relocation	300,000.00	1,500,000.00	200,000.00	-	-	-	-	-	-	-	-	2,000,000.00
RPZ Land Purchase	-	40,000.00	-	-	-	-	-	-	-	-	-	40,000.00
Runway & Taxiway Lighting Vault Rehabilitation	186,116.00	-	-	-	-	-	-	-	-	-	-	186,116.00
Runway 13-31 Rehab.	-	-	900,000.00	900,000.00	-	-	-	-	-	-	-	1,800,000.00
Airport Total	**705,540.90**	**1,540,000.00**	**1,100,000.00**	**900,000.00**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**4,245,540.90**
Drainage												
9th Street Drainage Improvements	153,000.00	-	-	-	-	-	-	-	-	-	-	153,000.00
BFC Trib D-5 (Azalea District) Drainage Improvements	-	173,389.15	1,186,886.86	-	-	-	-	-	-	-	-	1,360,276.01
Channel Wall Reconstruction (W Mud Creek - Easy to Rickety)	-	62,632.08	291,832.20	-	-	-	-	-	-	-	-	354,464.28
Douglas Blvd Drainage Study	91,703.40	-	-	-	-	-	-	-	-	-	-	91,703.40
Downing St Overflow Channel	-	850,000.00	-	-	-	-	-	-	-	-	-	850,000.00
Drainage Repairs (TXDOT On System)	-	425,000.00	400,000.00	-	-	-	-	-	-	-	-	825,000.00
Emergency Drainage Repairs	500,000.00	500,000.00	500,000.00	-	-	-	-	-	-	-	-	1,500,000.00
Glenhaven Dr & Belmead Ln Channel	-	-	800,000.00	-	-	-	-	-	-	-	-	800,000.00
High Ave. at Saunders Ave Culvert	-	1,400,000.00	1,225,000.00	-	-	-	-	-	-	-	-	2,625,000.00
Keaton Drainage Improvements Phase #4	4,600,101.07	-	-	-	-	-	-	-	-	-	-	4,600,101.07
Persimmon Drive Drainage	210,000.00	-	-	-	-	-	-	-	-	-	-	210,000.00
Rockwood Drainage Improvements	150,200.00	428,000.00	-	-	-	-	-	-	-	-	-	578,200.00
West Mud Creek Trib A (Glenwood Church of Christ at Rice Rd)	2,798,836.19	847,010.75	-	-	-	-	-	-	-	-	-	3,645,846.94
West Mud Creek Trib C-2 (Broadway to Fair Lane)	-	800,000.00	-	-	-	-	-	-	-	-	-	800,000.00
WMC Copeland to Easy behind TK Gorman	-	750,000.00	1,000,000.00	-	-	-	-	-	-	-	-	1,750,000.00
WMC Trib B (Westchester and Quail Creek)	-	750,000.00	-	-	-	-	-	-	-	-	-	750,000.00
WMC Trib M-3 Richmond Rd to Rice Rd	-	1,875,000.00	2,125,000.00	-	-	-	-	-	-	-	-	4,000,000.00
Drainage Total	**8,503,840.66**	**8,861,031.98**	**7,528,719.06**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**24,893,591.70**
Economic Development												
Centennial Pkwy Extension	600,000.00	-	-	-	-	-	-	-	-	-	-	600,000.00
Three Lakes Pkwy Extension - Henshaw Creek WB Lanes	250,000.00	-	-	-	-	-	-	-	-	-	-	250,000.00
Economic Development Total	**850,000.00**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**850,000.00**
Facilities												
IT Department Building	150,000.00	1,950,000.00	-	-	-	-	-	-	-	-	-	2,100,000.00
Facilities Total	**150,000.00**	**1,950,000.00**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**2,100,000.00**
Parks												
Legacy Trail Phase II	38,454.83	-	-	-	-	-	-	-	-	-	-	38,454.83
Midtown to Downtown Trail	-	350,000.00	-	-	-	-	-	-	-	-	-	350,000.00
Miracle League Baseball Field	497,866.76	-	-	-	-	-	-	-	-	-	-	497,866.76
Parks Total	**536,321.59**	**350,000.00**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**886,321.59**
Public Safety												
Fire Station #2 Demolition and Reconstruction	-	1,470,000.00	5,790,000.00	-	-	-	-	-	-	-	-	7,260,000.00

Half-Cent Projects 2025-2035

By Tier/By Category

As of August 18, 2025

Tier	Fiscal Year Project Begins
Tier 1	Project begins before September 30, 2027
Tier 2	Project begins after October 1, 2027 or before September 30, 2031
Tier 3	Project begins after October 1, 2031 or before September 30, 2035
Tier 4	Projects not programmed into ten year forecast. (See Page 6)

	Forecast 2025	Budget 2026	Budget 2027	Budget 2028	Budget 2029	Budget 2030	Budget 2031	Budget 2032	Budget 2033	Budget 2034	Budget 2035	Grand Total
Police Training Facility	344,750.00	1,535,250.00	-	-	-	-	-	-	-	-	-	1,880,000.00
Public Safety Total	**344,750.00**	**3,005,250.00**	**5,790,000.00**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**9,140,000.00**
Streets/Traffic												
2023/24 HSIP	-	-	115,000.00	-	-	-	-	-	-	-	-	115,000.00
ADA Transition Plan	-	434,000.00	-	-	-	-	-	-	-	-	-	434,000.00
Annual Crack Seal Contribution	200,000.00	-	-	-	-	-	-	-	-	-	-	200,000.00
Annual Street Maintenance Program	6,383,839.81	3,713,700.00	3,713,700.00	-	-	-	-	-	-	-	-	13,811,239.81
Citywide Traffic Signal Modernization	2,609,881.21	1,494,838.81	1,452,970.34	-	-	-	-	-	-	-	-	5,557,690.36
Downtown Improvements	1,687,903.40	21,461,520.00	9,303,148.93	-	-	-	-	-	-	-	-	32,452,572.33
HSIP New Copeland Road Pedestrian Hybrid Beacon	53,550.00	5,950.00	-	-	-	-	-	-	-	-	-	59,500.00
MLK at N. Broadway Pedestrian Imps.	51,668.17	-	-	-	-	-	-	-	-	-	-	51,668.17
N. Broadway at 26th Street	55,550.00	-	-	-	-	-	-	-	-	-	-	55,550.00
New Copeland Road	205,646.00	-	-	-	-	-	-	-	-	-	-	205,646.00
Pedestrian Improvements (Annual Sidewalk Program)	1,017,612.29	500,000.00	500,000.00	-	-	-	-	-	-	-	-	2,017,612.29
Reconstruct Traffic Signal - 271 @ NNE Loop 323 ext	12,546.00	-	-	-	-	-	-	-	-	-	-	12,546.00
Reconstruct Traffic Signal - Paluxy @ Shiloh	12,546.00	-	-	-	-	-	-	-	-	-	-	12,546.00
Reconstruct Traffic Signal @ US 69 & Amherst	12,546.00	-	-	-	-	-	-	-	-	-	-	12,546.00
S Broadway and South Town Drive – Intersection Improvements - (S. Tyler Mobility)	-	224,000.00	448,000.00	448,000.00	-	-	-	-	-	-	-	1,120,000.00
Settlers Landing and Centennial (Bass Pro Way)	119,899.90	706,384.00	-	-	-	-	-	-	-	-	-	826,283.90
South Tyler Mobility Study	88,148.85	-	-	-	-	-	-	-	-	-	-	88,148.85
Street Rehabilitation Program	174,064.66	-	-	-	-	-	-	-	-	-	-	174,064.66
Traffic Signal - Capital Drive & Old Jacksonville Rd	300,000.00	-	-	-	-	-	-	-	-	-	-	300,000.00
Traffic Signal Inventory	11,600.00	-	-	-	-	-	-	-	-	-	-	11,600.00
Traffic Signal Lake & Fleishel	450,000.00	-	-	-	-	-	-	-	-	-	-	450,000.00
TWU Consent Decree Street Gap Repairs	1,000,000.00	2,000,000.00	-	-	-	-	-	-	-	-	-	3,000,000.00
Streets/Traffic Total	**14,447,002.28**	**30,540,392.81**	**15,532,819.27**	**448,000.00**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**60,968,214.37**
Tier 1 Total	**25,537,455.43**	**46,246,674.79**	**29,951,538.33**	**1,348,000.00**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**103,083,668.56**

Half-Cent Projects 2025-2035

By Tier/By Category

As of August 18, 2025

Tier	Fiscal Year Project Begins
Tier 1	Project begins before September 30, 2027
Tier 2	Project begins after October 1, 2027 or before September 30, 2031
Tier 3	Project begins after October 1, 2031 or before September 30, 2035
Tier 4	Projects not programmed into ten year forecast. (See Page 6)

	Forecast 2025	Budget 2026	Budget 2027	Budget 2028	Budget 2029	Budget 2030	Budget 2031	Budget 2032	Budget 2033	Budget 2034	Budget 2035	Grand Total
Tier 2												
Drainage												
Tier 2 - Emergency Drainage Repairs	-	-	-	500,000.00	500,000.00	500,000.00	500,000.00	-	-	-	-	2,000,000.00
Drainage Total	**-**	**-**	**-**	**500,000.00**	**500,000.00**	**500,000.00**	**500,000.00**	**-**	**-**	**-**	**-**	**2,000,000.00**
Facilities												
Municipal Court	-	-	-	651,875.00	1,878,750.00	4,862,500.00	-	-	-	-	-	7,393,125.00
Facilities Total	**-**	**-**	**-**	**651,875.00**	**1,878,750.00**	**4,862,500.00**	**-**	**-**	**-**	**-**	**-**	**7,393,125.00**
Parks												
Legacy Trail Phase III	-	-	-	-	497,867.00	-	-	-	-	-	-	497,867.00
Parks Total	**-**	**-**	**-**	**-**	**497,867.00**	**-**	**-**	**-**	**-**	**-**	**-**	**497,867.00**
Public Safety												
Fire Station #6 Relocation	-	-	-	-	500,000.00	1,467,800.00	766,875.00	-	-	-	-	2,734,675.00
Fire Training Facility	1,275,000.00	-	800,000.00	2,500,000.00	2,500,000.00	-	-	-	-	-	-	7,075,000.00
Public Safety Total	**1,275,000.00**	**-**	**800,000.00**	**2,500,000.00**	**3,000,000.00**	**1,467,800.00**	**766,875.00**	**-**	**-**	**-**	**-**	**9,809,675.00**
Streets/Traffic												
McDonald Rd at Old Omen Rd Traffic Signal Improvements	-	-	-	650,000.00	-	-	-	-	-	-	-	650,000.00
Railroad Crossing Improvement Program (Recurring)	-	-	-	-	673,000.00	788,526.76	-	-	-	-	-	1,461,526.76
S Broadway Ave & Grande Blvd Intersection Improvements (S. Tyler Mobility)	-	-	-	-	-	1,400,000.00	-	-	-	-	-	1,400,000.00
Shiloh Road Improvements - Phase I	-	-	-	-	-	-	5,416,666.67	5,416,666.67	5,416,666.67	-	-	16,250,000.00
Tier 2 - Annual Street Maintenance Program	-	-	-	3,513,000.00	3,513,000.00	3,513,000.00	3,513,000.00	-	-	-	-	14,052,000.00
Tier 2 - Citywide Traffic Signal Modernization	-	-	-	2,959,554.42	2,972,798.25	3,074,434.11	1,998,382.10	-	-	-	-	11,005,168.88
Tier 2 - Crack Seal Contribution	-	-	-	200,000.00	200,000.00	200,000.00	200,000.00	-	-	-	-	800,000.00
Tier 2 - Pedestrian Improvements (Annual Sidewalk Program)	-	-	-	500,000.00	500,000.00	500,000.00	500,000.00	-	-	-	-	2,000,000.00
Tier 2 -Railroad Crossing Improvement Program	-	-	-	-	750,000.00	750,000.00	750,000.00	-	-	-	-	2,250,000.00
Streets/Traffic Total	**-**	**-**	**-**	**7,822,554.42**	**8,608,798.25**	**10,225,960.87**	**12,378,048.77**	**5,416,666.67**	**5,416,666.67**	**-**	**-**	**49,868,695.64**
Tier 2 Total	**1,275,000.00**	**-**	**800,000.00**	**11,474,429.42**	**14,485,415.25**	**17,056,260.87**	**13,644,923.77**	**5,416,666.67**	**5,416,666.67**	**-**	**-**	**69,569,362.64**

Half-Cent Projects 2025-2035

By Tier/By Category

As of August 18, 2025

Tier	Fiscal Year Project Begins
Tier 1	Project begins before September 30, 2027
Tier 2	Project begins after October 1, 2027 or before September 30, 2031
Tier 3	Project begins after October 1, 2031 or before September 30, 2035
Tier 4	Projects not programmed into ten year forecast. (See Page 6)

	Forecast 2025	Budget 2026	Budget 2027	Budget 2028	Budget 2029	Budget 2030	Budget 2031	Budget 2032	Budget 2033	Budget 2034	Budget 2035	Grand Total
Tier 3												
Drainage												
Baker Dr Channel	-	-	-	-	-	-	-	-	-	-	400,000.00	400,000.00
BFC Trib D-5 (Shaw St to W Dobbs St)	-	-	-	-	-	-	-	2,114,560.00	2,114,560.00	-	-	4,229,120.00
Fleetwood Dr Channel	-	-	-	-	-	-	-	-	-	-	1,000,000.00	1,000,000.00
Shackleford Creek Unnamed Trib (North Dr to Roy Rd, east of Paluxy Dr)	-	-	-	-	-	-	-	360,000.00	-	-	-	360,000.00
Storm Drainage Improvements – Lexington and Westminster Drive	-	-	-	-	-	-	-	477,000.00	-	-	-	477,000.00
Tier 3 - Emergency Drainage Repairs	-	-	-	-	-	-	-	500,000.00	500,000.00	500,000.00	500,000.00	2,000,000.00
Drainage Total	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**3,451,560.00**	**2,614,560.00**	**500,000.00**	**1,900,000.00**	**8,466,120.00**
Parks												
Woldert Park Tennis/Pickleball Court Renovation	-	-	-	-	-	-	-	-	280,000.00	-	-	280,000.00
Parks Total	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**280,000.00**	**-**	**-**	**280,000.00**
Streets/Traffic												
Briarwood Intersection Improvements	-	-	-	-	-	-	-	200,000.00	-	-	-	200,000.00
Jones Street Roadway Improvements	-	-	-	-	-	-	-	-	-	-	775,313.00	775,313.00
New Copeland Road - PER (S. Tyler Mobility)	-	-	-	-	-	-	-	400,000.00	-	-	-	400,000.00
Old Bullard Rd & Rice Rd Intersection Improvements	-	-	-	-	-	-	-	1,400,000.00	-	-	-	1,400,000.00
Old Jacksonville Hwy Sidewalk	-	-	-	-	-	-	-	-	-	-	525,000.00	525,000.00
Old Noonday Rd at Grande Blvd – Intersection Improvements	-	-	-	-	-	-	-	549,159.00	-	-	-	549,159.00
Old Omen & University Intersection Improvements	-	-	-	-	-	-	-	2,100,000.00	2,100,000.00	-	-	4,200,000.00
Paluxy Drive Sidewalk	-	-	-	-	-	-	-	-	-	400,000.00	-	400,000.00
Roy Road Widening (Paluxy Drive to Rhones Quarter Road)	-	-	-	-	-	-	-	4,100,000.00	4,200,000.00	-	-	8,300,000.00
S Broadway and Cumberland Road – Intersection Improvements - (S. Tyler Mobility)	-	-	-	-	-	-	-	550,000.00	-	-	-	550,000.00
S Broadway and Heritage Drive – Intersection Improvements - (S. Tyler Mobility)	-	-	-	-	-	-	-	650,000.00	-	-	-	650,000.00
S Broadway Ave & Centennial Pkwy Intersection Improvements	-	-	-	-	-	-	-	600,000.00	-	-	-	600,000.00
S Broadway Ave & Market Square Blvd Intersection Improvements	-	-	-	-	-	-	-	600,000.00	-	-	-	600,000.00
Tier 3 - Annual Street Maintenance Program	-	-	-	-	-	-	-	3,513,700.00	3,513,700.00	3,513,700.00	3,513,700.00	14,054,800.00
Tier 3 - Crack Seal Contribution	-	-	-	-	-	-	-	200,000.00	200,000.00	200,000.00	200,000.00	800,000.00
Tier 3 - Pedestrian Improvements (Annual Sidewalk Program)	-	-	-	-	-	-	-	500,000.00	500,000.00	500,000.00	500,000.00	2,000,000.00
Tier 3 -Railroad Crossing Improvement Program	-	-	-	-	-	-	-	750,000.00	750,000.00	750,000.00	750,000.00	3,000,000.00
Waljim Street - PER (S. Tyler Mobility)	-	-	-	-	-	-	-	400,000.00	-	-	-	400,000.00
Streets/Traffic Total	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**16,512,859.00**	**11,263,700.00**	**5,363,700.00**	**6,264,013.00**	**39,404,272.00**
Tier 3 Total	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**19,964,419.00**	**14,158,260.00**	**5,863,700.00**	**8,164,013.00**	**48,150,392.00**
Grand Total	**26,812,455.43**	**46,246,674.79**	**30,751,538.33**	**12,822,429.42**	**14,485,415.25**	**17,056,260.87**	**13,644,923.77**	**25,381,085.67**	**19,574,926.67**	**5,863,700.00**	**8,164,013.00**	**220,803,423.20**

Half-Cent Projects 2025-2035

By Tier/By Category

As of August 18, 2025

The following projects are not programmed into ten year forecast.

Tier 4		
Airport		
Airport Parking Equipment	$	300,000.00
Airport Total	**$**	**300,000.00**
Drainage		
BCF Trib D- 2 Box Culvert Repair (Lake Ronel Oil on E Elm St)	$	1,250,000.00
BFC (Golden Rd & Pinkerton St)	$	1,200,000.00
BFC Trib D (N Fleishel Ave & E Line St)	$	2,475,000.00
BFC Trib D-2 Channel Repair (S Bonner to S Bois D'Arc Ave)	$	425,000.00
Black Fork Creek (at E. Fifth Street)	$	1,600,000.00
Black Fork Creek Trib D-1.1 (from Broadway to Spring)	$	-
Bonner Avenue Drainage Improvements	$	-
Shackleford Creek (at Cumberland Road)	$	1,986,975.00
West Mud Creek Trib B (at New Copeland)	$	-
West Mud Creek Trib C (from Camellia to Hamvasy)	$	-
West Mud Creek Trib C-2 (from Pollard to Copeland)	$	-
West Mud Creek Trib C-2.1 & C-2 (at Loftin Street)	$	-
Willow Creek Trib W-1 (behind Trinity Dr.)	$	-
Willow Creek Trib W-12 (at Front Street)	$	-
WMC (Southside Park and Rose Rudman Trail Erosion)	$	1,188,000.00
Drainage Total	**$**	**10,124,975.00**
Parks		
Golden Road Park Renovation	$	1,000,000.00
Goodman LeGrand Improvements	$	-
Hillside Park and Soccer Field Renovation	$	750,000.00
Lindsey Park Drainage Study and Renovation	$	705,000.00
Stewart Park Implementation	$	100,000.00
W.E. Winters Park Renovation	$	1,600,000.00
Parks Total	**$**	**4,155,000.00**
Streets/Traffic		
Cumberland Road Widening (S. Broadway to Paluxy Drive)	$	200,000.00
Donnybrook Ave Widening (at Houston Ave.)	$	4,200,000.00
Eagles Nest Blvd Extension	$	1,800,000.00
Patton Circle Widening (at Patton Ln)	$	1,800,000.00
Vine St. Brick Street Reconstruction	$	13,000,000.00
W Cumberland Road Extension – Phase 1 (FM 2493 to CR 164)	$	1,919,195.00
W Cumberland Road Extension – Phase 2 (CR 164 to CR 178)	$	22,869,996.00
Streets/Traffic Total	**$**	**45,789,191.00**
Tier 4 Total	**$**	**60,369,166.00**
Grand Total	**$**	**60,369,166.00**

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. M-2

Date: November 12, 2025

Subject: Request that the City Council consider authorizing the City Manager to execute a Construction Manager at Risk contract with Hoar Construction for the general contractor management of the Downtown Tyler Community Space Improvement Project in the amount of $349,491.00.

Item Reference:

Downtown Improvement Project - Phase Two: Construction Manager at Risk (CMAR) Selection

The Construction Manager at Risk (CMAR) method is a collaborative contractual approach in which the Construction Manager (CM) serves as a consultant to the owner during design and as the general contractor during construction. Under this arrangement, the CM provides a Guaranteed Maximum Price (GMP) for the project and assumes the financial risk for cost overruns beyond that amount, except in cases of approved scope changes.

Key Features of CMAR include:

Early Involvement: The CM contributes expertise during design, improving constructability, scheduling, and cost estimating.

Guaranteed Maximum Price (GMP): Establishes cost certainty for the owner and shifts financial risk to the CM.

Open-Book Accounting: Ensures full transparency of project costs.

Collaboration: Fosters strong teamwork among the owner, architect, and CM, resulting in a more efficient and cohesive process.

Benefits of Using CMAR:

Cost Control: The GMP promotes budget discipline and incentivizes efficiency.

Accelerated Delivery: Design and construction phases can overlap to reduce the overall project timeline.

Risk Reduction: The CM assumes responsibility for cost overruns and construction performance.

Improved Quality: Early collaboration helps prevent design conflicts and costly rework.

Flexibility: Design refinements can be made during preconstruction with minimal financial impact.

Phase Two of the Downtown Improvement Project focuses on developing the Downtown Community Space, a key component in the City's ongoing efforts to enhance public amenities and encourage community engagement.

This phase of the project was advertised in September, and the City received six (6) proposals for the Construction Manager at Risk (CMAR) contract. The firms submitting proposals included:

Nash Industries - Houston
Tegrity Contractors, Inc. - Tyler
SCI Construction - Tyler
Hoar Construction - Tyler
Fain - Fort Worth
Stansell Construction - Mt. Pleasant

Selection Process and Recommendation

Each of the six submittals was independently reviewed and scored by a City selection committee based on the advertised evaluation matrix, which considered factors such as project approach, experience, team qualifications, and overall value.

Following a comprehensive evaluation, staff recommends awarding the CMAR contract to Hoar Construction.

Hoar Construction demonstrated exceptional planning, thorough scheduling, and strong logistical strategies tailored for projects in active downtown environments. Their proposal reflected a deep understanding of the complexities and coordination required for urban construction.

Additionally, Hoar Construction's current involvement in the Smith County Courthouse project, also located in Downtown Tyler, positions them uniquely well for success. Their familiarity with the area's infrastructure, traffic flow, and community expectations offers significant advantages in maintaining efficiency and minimizing disruption throughout construction.

Based on their proven expertise, readiness, and established presence in Downtown Tyler, staff is confident that Hoar Construction is the most qualified firm to deliver a project aligned with the City's budget vision and standards.

Approved Funding
- Allocated Phase 2 Half Cent Project Budget: $5,800,00.00
- CMAR Phase 2 Preconstruction Cost: $349,491.00

The Half-Cent Sales Tax Board will meet on October 14 and the recommendation will be forthcoming during the presentation at City Council.

RECOMMENDATION:

Request that the City Council consider authorizing the City Manager to execute a Construction Manager at Risk contract with Hoar Construction for the general contractor management of the Downtown Tyler Community Space Improvement Project in the amount of $349,491.00.

Attachments:
Hoar Construction Downtown Tyler.pdf

Drafted/Recommended By:
Department Leader Darin Jennings City Engineer

Edited/Submitted By:
City Manager



Hoar Construction

CITY OF TYLER

Response to Request for Proposal for Construction Management at Risk Services for the Downtown Tyler Community Space

The City of Tyler

Submittal Date: September 23rd, 2025

RFP #2025-082

Response to Request for Proposal

Request for Proposal for
Construction Management at Risk Services for
the Downtown Tyler Community Space



Smith County Courthouse
Tyler, TX



Harris County Jury Plaza
Houston, TX

01 SECTION 1
Organization
Contact Information

02 SECTION 2
Organization
Information

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Experience

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Past
Performance

22 SECTION 5
Proposed
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28 SECTION 6
Reputation

29 SECTION 7
Financial Strength and
Financial Status

APPENDIX

Organization Contact Information

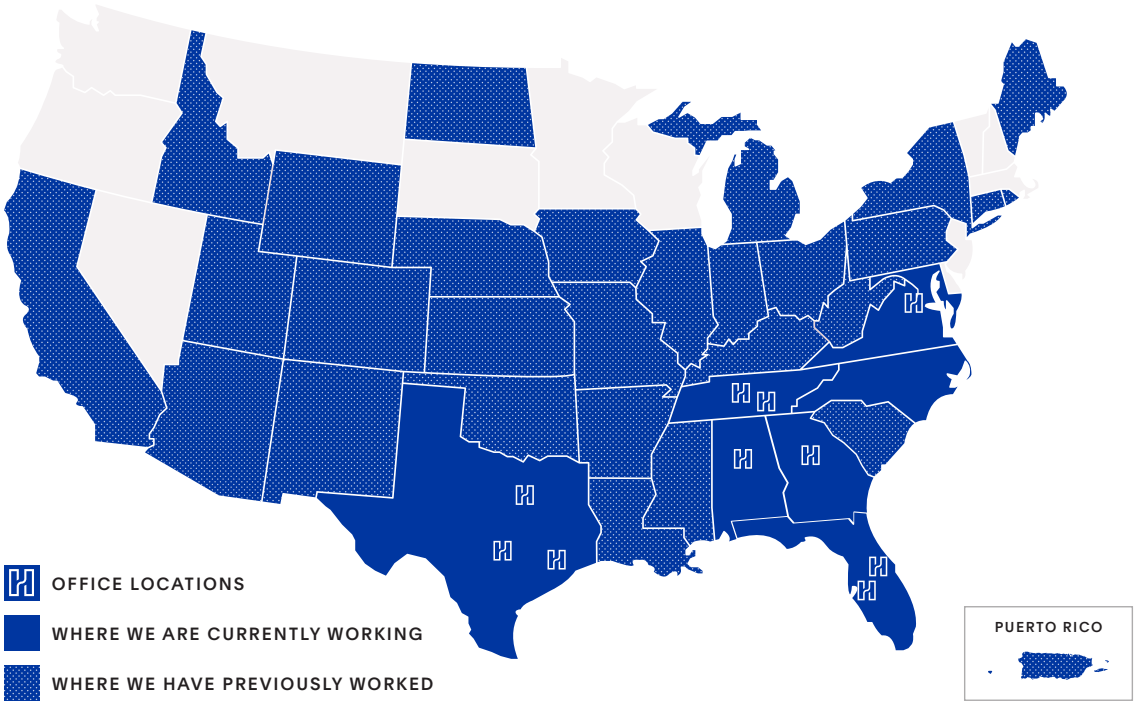
Section 1

1.1. Name and Location

Hoar Construction, LLC is headquartered at Two Metroplex Drive, Suite 400, Birmingham, Alabama 35209. For this project, our office in Tyler, located at 309 E Erwin St., Tyler, TX 75702, will provide direct support and staffing resources.

1.2. Address

HOAR CONSTRUCTION, LLC



NORTH TEXAS
905 W Bethany Dr, Suite 580
Allen, TX 75013
(713) 244-2200

BIRMINGHAM
Two Metroplex Drive, Suite 400
Birmingham, AL 35209
(205) 803-2121

ATLANTA
1100 Circle 75 Parkway, Suite 850
Atlanta, GA 30339
(470) 240-3581

AUSTIN
7320 North MoPac Expy., Suite 205
Austin, TX 78731
(512) 490-6540

CHATTANOOGA
1300 Broad Street, Suite 201
Chattanooga, TN 37402
(423) 252-5757

HOUSTON
10370 Richmond Avenue, Suite 700
Houston, TX 77042
(713) 244-2200

NASHVILLE
215 Centerview Drive, Suite 300
Brentwood, TN 37027
(615) 376-0749

ORLANDO
111 North Orange Avenue, Suite 1150
Orlando, FL 32801
(407) 650-8100

TAMPA
100 South Ashley Drive, Suite 1120
Tampa, FL 33602
(813) 498-1156

WASHINGTON, D.C.
8200 Greensboro Drive, Suite 1150
McLean, VA 22102
(703) 225-7500

1.3/4/5. Primary Contact, Phone and Email Address



Stephen Flournoy
Project Executive
615.504.9890
sflournoy@hoar.com

Organization Information

Section

2

2.1. Firm History

Hoar Construction has been in business for 85 years opening its primary office in Birmingham, AL in 1940, and we're very proud of that. There aren't many companies in our industry that have been around this long. Today, we have ten offices in seven states and attribute our success to the values our company was founded on – treating clients and partners the way we would want to be treated. We're committed to their success just as much as our own, and we want to earn their trust. We fill our project teams with reliable experts who know how to get the project done right, the first time. We collaborate with clients and team partners to ensure successful outcomes.


1940 F.R. Hoar was established by Friend Reed Hoar in Birmingham, AL. The company first specialized in building churches.

What started out as a small family business is now more than 800 employees strong, but we still operate like a family business. Our employees are the key to our success so we work hard to retain them and keep them safe. Our safety program is industry leading, and the attention to detail we apply to our safety program filters through the rest of our business. We know a safe builder is a quality builder. We pride ourselves on our planning efforts and our ability to prevent problems, before they become problems.

Hoar Construction has been working in Texas since the mid-1970s and opened our first permanent Texas office in 1997. Our work in North Texas began in 1999, and in 2021, we formally launched our North Texas Division as part of a long-term investment to be closer to the strategic partners and communities we serve.

2.2. Years in Business

Hoar Construction, LLC is a Limited Liability Company founded 85 years ago.

2.3. Former Names of Organization

Hoar Construction has been in business for 85 years, operating under its current name since 1996. We have previously operated under the following names: Hoar Construction, a Partnership; Hoar Construction, Inc.; F.R. Hoar and Son, Inc.

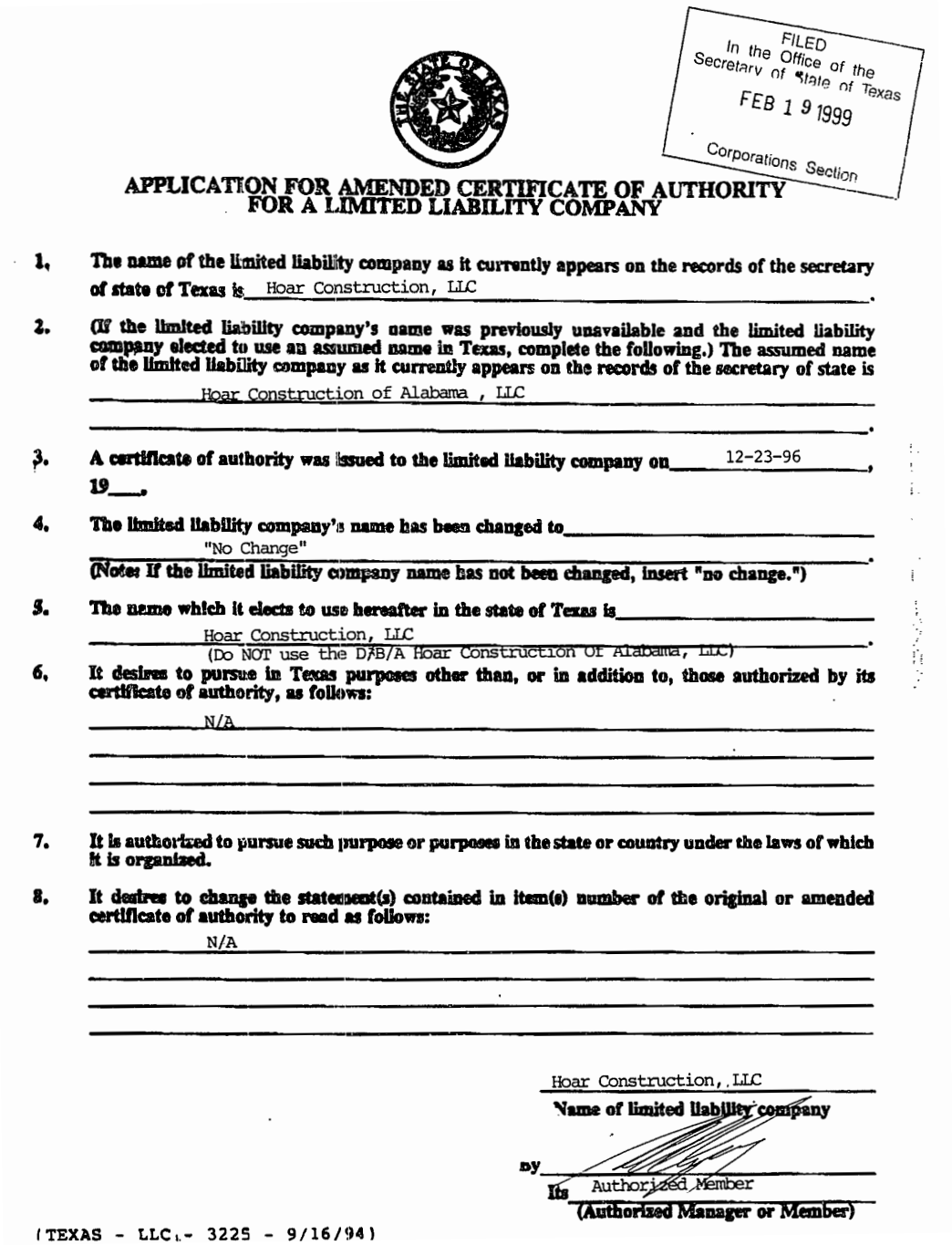
2.4. Form of Business Organization

Hoar Construction, LLC traces its roots back to 1940, when founder F.R. Hoar established the company in Birmingham, Alabama. Over the years, the firm has remained privately held and family-led, with leadership transitioning from F.R. Hoar to his son Richard Hoar and later to longtime partner Robert G. Burton. Today, Hoar Construction is managed by Rob Burton, Chief Executive Officer, and Turner Burton, President, supported by an experienced executive leadership team. The company has been incorporated in Alabama since its founding and continues to operate as a privately held construction management and general contracting firm.

2.5. Mergers, Transfer of Ownership, Management Reorganization and Department of Key Personnel

Hoar Construction does not anticipate any mergers, transfers of ownership, management reorganizations, or departures of key personnel within the next twelve (12) months that would affect our ability to successfully carry out this project.

2.6. Licensing/Authorization to do Business in Texas



FILED
In the Office of the
Secretary of State of Texas
FEB 19 1999
Corporations Section

APPLICATION FOR AMENDED CERTIFICATE OF AUTHORITY FOR A LIMITED LIABILITY COMPANY

1. **The name of the limited liability company as it currently appears on the records of the secretary of state of Texas is** Hoar Construction, LLC.

2. **(If the limited liability company's name was previously unavailable and the limited liability company elected to use an assumed name in Texas, complete the following.) The assumed name of the limited liability company as it currently appears on the records of the secretary of state is** Hoar Construction of Alabama , LLC.

3. **A certificate of authority was issued to the limited liability company on** 12-23-96, **19___.**

4. **The limited liability company's name has been changed to** "No Change".
(Note: If the limited liability company name has not been changed, insert "no change.")

5. **The name which it elects to use hereafter in the state of Texas is** Hoar Construction, LLC
(Do NOT use the D/B/A Hoar Construction of Alabama, LLC)

6. **It desires to pursue in Texas purposes other than, or in addition to, those authorized by its certificate of authority, as follows:** N/A

7. **It is authorized to pursue such purpose or purposes in the state or country under the laws of which it is organized.**

8. **It desires to change the statement(s) contained in item(s) number of the original or amended certificate of authority to read as follows:** N/A

Hoar Construction, LLC
Name of limited liability company

By _____
Its Authorized Member
(Authorized Manager or Member)

(TEXAS - LLC - 3225 - 9/16/94)

2.7. Bond or Surety Cancellation

Hoar Construction has never had a bond or surety canceled or forfeited.

Experience

Section

3

3.1. Annual Volume

Year	Value - in thousands (Nationally)
2024	$1,350,680
2023	$964,612
2022	$1,063,032
2021	$1,020,969
2020	$890,979

3.2. Dollar Amount of Work in Central/East Texas

Year	Value - in thousands (Texas Only)	% of Total Value
2024	$464,989	35%
2023	$331,995	35%
2022	$233,479	22%
2021	$237,609	23%
2020	$256,527	29%

3.3. Percentage of Municipal Construction

Over the past five years, approximately 10% of our total construction volume has been dedicated to municipal and government-related projects. This experience highlights our proven ability to successfully deliver public sector work while maintaining a balanced and diverse project portfolio.

3.4. Municipal Projects in Texas

San Angelo Regional Airport South Taxilane

San Angelo, TX
Heavy civil project

Smith County Courthouse Phases 2 & 3

Tyler, TX
266,000 GSF 8-level courthouse (phase 2); demo of existing courthouse structure and construction of park (phase 3)

TxDOT Lockhart Maintenance Facility

Lockhart, TX
Construction of new 27,392 SF maintenance facility with 8 different structures to include administration, maintenance, equipment storage, brine maker, salt shed, wash bay, fuel station and equipment shed

TxDOT Operations Center

Austin, TX
Construction of a new operations center that includes 11,857 SF of administration space, 32,515 SF of production space, 13,149 square feet total of two-phased maintenance facility; 5,566 square foot pavement asset area; 3,119 square feet of radio transmission with 300 plus radio tower; parking for fleet vehicles; storage areas; wash bay and backup power station for mission critical aspects of some divisions.

3.4. Municipal Projects in Texas

TxDOT Paris District Headquarters
Paris, TX
The new Paris District Headquarters sits on 45 acres and includes 12 buildings for the Texas Department of Transportation totaling 119,600 SF.

Smith County Courthouse Parking Garage
Tyler, TX
178,300 SF 5-story precast parking garage

Harris County Jury Plaza
Houston, TX
33,000 SF underground concrete structure connected to existing underground pedestrian tunnel; National ABC Pyramid Award.



Harris County Jury Plaza
Houston, TX



TxDOT Paris District Headquarters
Paris, TX



TxDOT Operations Center
Austin, TX



Smith County Courthouse Parking Garage
Tyler, TX

3.5. Cost Estimating and Scheduling Methods

Our preconstruction team will use a wide range of tools to provide cost and schedule control. For cost estimating, we focus heavily on generating a cost model using a detailed listing of scope combined with quantity surveys and unit pricing to create a baseline for the project that the entire team can understand. This cost model is created based on the earliest available design documents or program. It is refined as the design documents are finalized and historic cost is replaced with market feedback from trade partners and vendors. Our cost estimating database (Winest) can produce a multitude of reports filtered specifically to our client's needs. We believe all information needs to be available and transparent in order to achieve a high level of understanding by all members of the team. A high level of understanding leads to good decision making and results in predictable outcomes.

Our approach to scheduling is similar. We utilize a scheduling approach coined by the Lean Construction Institute called The Last Planner System®. This system encourages collaboration amongst the entire OAC team to generate milestones that then refined into shorter interval schedules call Pull Plans. Step 1 is to work with the entire team to produce a milestone schedule that all parties can understand and buy-into. The schedule is updated with progress and reported at OAC meetings during preconstruction. Pull Plan meetings are used to generate detailed plans to move from one critical milestone to the next (e.g. moving form Schematic Design to 50% Design Development). The process also emphasizes accountability, and a high level of accountability leads to better schedule certainty in design. As the design documents advance into the construction document phase, the construction schedule is refined and expanded and the Last Planner System® is utilized with trade partners as they are onboarded and construction begins.

Last Planner® is a scheduling process that we will use to produce a predictable and reliable work flow. Using Last Planner® will require participation by the design team and project field team. It will allow for program and production planning decisions to be made collaboratively. This approach will capture information and experience from field personnel and increases buy-in from the entire team.

Part of the system is collectively developing a pull plan—a map of the workflow. The team will work backwards from the desired goal to identify the last responsible time a task can be achieved and handed off to the next trade. Tasks must be specific enough to communicate clearly and allow for verification. By working together to establish the schedule, the Last Planner® process will simplify coordination between the trades, improving project predictability and speed of delivery. When the expectations are established among the trade partners, results are evident in improved communication, trust among partners, engagement and coordination between trades, transparency, and recognition of opportunities to improve, and optimization of the schedule.

The culture created using the Last Planner® system ensures the project team is working together throughout the project, creating positive project outcomes for all involved.

See next page for more information on Last Planner®



Five Phases of Last Planner ®

01 MASTER PLANNING
• Setting major milestones that determine the pace of the project and the strategies needed to achieve them

02 PHASE PLANNING
• Developing a collaboratively built workflow schedule using a pull planning approach and focusing on hand-offs between partners

03 MAKE-READY PLANNING
• Looking ahead to identify constraints and making the commitments needed to remove them

04 WEEKLY-WORK PLANNING
• Developing reliable promises for weekly accomplishments

05 LEARNING
• Measuring performance and making recovery adjustments as necessary

With our Last Planner® process, schedule recovery is less daunting since team members know expectations and goals on a weekly basis. If adjustments become necessary, they will be small and rapidly executed, which keeps the project moving on a steady trajectory toward the target.

To deliver the project within the expected time frame, we will also commit ourselves to:

- Guiding and monitoring the design process so construction starts on time
- Continuously interacting with the architect and trade partners to minimize team redraw efforts
- Incorporating and planning for interruptions caused by weather, utility shutdowns, and unforeseen events
- Seeking schedule feedback from trade partners
- Adding manpower/production information so our trade partners can manage work with maximum productivity
- Including interim milestones as a series of finish dates to help maintain the final finish date
- Accounting for the project finish up front so substantial completion means the building is used for its intended purpose



3.6. Warranty Program

If a warranty issue arises, we take the same approach as we do managing projects, ensuring we identify all items, define the causes, and determine and implement solutions as quickly as possible. To avoid as many warranty issues as possible, we:

- Maximize the value of training conducted at building turnover so maintenance and operations staff are thoroughly comfortable with the new facility and systems
- Provide operations and maintenance data in an easy-to-use format
- Integrate digital operations and maintenance information into digital as-built documents based on BIM
- Leave clients with a copy of drawings, on-site photos, warranty details, safety and MSDS data, manufacturer cut sheets, specs, and other information about their new facility

Our team review our warranty program in detail with your representative, including the scope of work covered by each trade partner or vendor, the notification and warranty request form, the warranty request log, and most importantly, how best to make the process work for everyone involved. We will also review the log with your representative on a periodic basis to ensure close out of pending items and effective communication of all actions.

Our QA/QC process is designed to prevent warranty issues, but any that arise are handled promptly and addressed by the project team with support from the quality department. Both division and corporate operations executives monitor quality issues weekly, tracking claims until they are fully resolved.

3.7. Exceptional Projects



Smith County Courthouse Parking Garage

Tyler, Texas

The precast concrete parking garage at the new Smith County Courthouse stands 5 stories tall and includes over 543 parking spaces.
Its intended use is for jurors attending court on weekdays. The garage will be open to the general public on weekends.

Project Facts

Delivery Method
CM at Risk

Final Project Size
178,300 SF; 543 spaces

Type of Construction
New Construction

Owner
Jaye Latch
Purchasing Director
Smith County, Texas
903.590.4721
jlatch@smith-county.com

Architect
Daniel Romo
Senior Project Manager
Fitzpatrick Architects
903.592.0728
dr@fitzpatrickarchitects.com



The University of Texas at Tyler

Tyler, Texas

The Nursing Addition and Renovation project added 47,000 SF of new educational space in a multi-story addition and renovated 9,000 SF of existing faculty spaces.
New construction consisted of a main building entry and lobby, medical simulation spaces (including a labor/delivery suite, nurse's station, pediatric and ICU rooms, and student/faculty debriefing rooms), as well as areas dedicated to student recruitment, study, and collaboration.
The renovation included faculty spaces, study rooms, an Advisory Lounge, and Student Commons. Existing corridors will be updated as well.

Project Facts

Delivery Method
CM at Risk

Final Project Size
56,000 SF

Type of Construction
Renovation and Addition

Owner
Scott Naylor
Project Manager
University of Texas System
512.499.4732
snaylor@utsystem.edu

Architect
Trey Greer
Fitzpatrick Architects
903.592.0728
tg@fitzpatrickarchitects.com



The University of Texas at Tyler

Tyler, Texas

The University of Texas at Tyler Nursing Phase 2 project is a 21,000 GSF interior build-out of the upper floor of the new Nursing addition building and a 32,000 GSF interior renovation of the original 2-level Nursing school building.

Project Facts

Delivery Method
CM at Risk

Final Project Size
53,000 SF

Type of Construction
Renovation and Addition

Owner
Scott Naylor
Project Manager
University of Texas System
512.499.4732
snaylor@utsystem.edu

Architect
Trey Greer
Fitzpatrick Architects
903.592.0728
tg@fitzpatrickarchitects.com



The Ascent at Victory Park

Dallas, Texas

The new 302-unit commercial and residential mixed use high rise is a livable community strategically built to be compact and located near the two local commuter train systems. It consists of a retail-occupied ground level, five levels of parking decks, amenity level above parking, and residential units on the remainder of the levels. The Ascent at Victory Park is directly behind the American Airlines Center in the heart of the up-and-coming Victory Park in downtown Dallas.

Project Facts

Delivery Method
GMP

Final Project Size
627,400 SF

Type of Construction
New

Owner
Greystar
Tom Murphy
Sr. Managing Director
tmurphy@greystar.com
843.357.9400

Architect
Good Fulton & Farrell
Ricardo Montoya
Associate - Project Architect
214.303.1512
ricardo.montoya@gff.com



The Backyard Infrastructure

Bee Cave, Texas

Phase 1 of the Backyard redevelopment includes earthwork, ponds, and wet and dry utilities.
This infrastructure of this project will later become a 35 acre cultural and entertainment center with an amphitheater and 12 mixed use spaces set to open in 2024.

Project Facts

Delivery Method
CM at Risk

Final Project Size
35 Acres

Type of Construction
Site Development

Owner
JPD Backyard Management, LLC
Christi Van Rite
512-809-0898
christi@backyardaustin.com

Architect
Kimley-Horn
Lance Oriti
lance.oriti@kimley-horn.com
512-910-8305

3.8. Cost Saving Methods

Contingency Management

At the GMP stage, we typically expect the amount of construction contingency for a project like this to be around 3%. The most effective contingency strategies match the amount of contingency to the amount of risk. The contingency should be sufficient to manage the risk, but it should not be more than necessary; that can cost the project in value. Unspent contingency creates no value for the project, just like unplanned "value engineering" to eliminate budget overages destroys it. To maximize the amount of scope and the quality achieved within the target budget, we recommend releasing contingency throughout the course of construction as unknowns become knowns and risk is reduced.

Owner Savings

Philosophically, we expect savings should be minimal in a GMP contract, as we work together during design to maximize scope while maintaining the project budget. As a result, the project should experience few or no cost surprises to the positive or negative.

Cost Saving Example

Smith County Courthouse Parking Garage

In late August the Smith County Commissioner's Court approved a 72-calendar day extension to the project completion date for unforeseen existing conditions and weather delays in excess of those specified in the contract. Pushing hard to achieve project completion, Hoar worked diligently into the fall of 2024 to overcome work previously delayed due to the wettest winter and early spring in recent history for Smith County. Trade partners executing the mechanical, electrical, plumbing, and elevator scopes shaved weeks off the planned overall project schedule durations to help the project achieve a Certificate of Occupancy in early November 2024, 3 days ahead of the contract completion date. Although scheduling success on a challenging build was a feat, the Hoar team is more proud of the fact that the project was completed significantly under budget and funds were returned to Smith County for the further advancement of the Phase 2 courthouse scope. The team worked nonstop to deliver value to the Owner through preconstruction planning, trade partner buyout, and the daily management of construction work put in place with the goal of exceeding expectations. Hoar, in conjunction with Fitzpatrick Architects, was honored to execute a deductive change order to Smith County, Texas for a 2% savings to the GMP of $235,284 on this project. The achievement was celebrated in the Commissioner's Court on January 21, 2025, to acknowledge the tireless efforts of the project team to deliver a best-value, first-class facility to the people of Smith County. Our team is underway on Phase 2 of this transformational project, and we will settle for nothing less than this same success.

3.9. Pre-Litigation Dispute Resolution

Our team believes the best way to address problems is to anticipate and discuss issues before they become problems. When problems do arise, we respond promptly and begin immediately to collect and analyze facts in order to determine available options and how to arrive at a fair solution for all parties. We face issues directly, communicating daily, either by telephone or written correspondence, with all stakeholders affected in an effort to exercise leadership and keep parties apprised of project status.

3.10. Quality Control

We have one of the best QA/QC programs in the business. We know it works because we measure it. Over the last five years, our annual warranty cost has averaged just 0.024% of total revenue (that's about two cents for every $1000 in revenue). Warranty costs have decreased about 10% annually for the last five years – that's our relentless pursuit of improvement in action.

Our program works because it demands both quality assurance and quality control. Though the terms "quality assurance" and "quality control" are often used interchangeably, they have very different meanings. Quality assurance is primarily about understanding the requirements that must be met to achieve quality and developing the plan to meet those requirements. Quality control is concerned with monitoring work as it occurs, ensuring that work satisfies the requirements as specified in the QA plan, and enforcing corrective actions as needed to ensure fulfillment of that plan.

The key words in the definition of QC are "observation" and "activities" – they mark the critical difference between QA and QC, and they also point to why each element contributes to the effectiveness of our quality program. Both components – planning and execution – are necessary to deliver quality. It is most often in the execution where teams fail. They may develop a great plan that clearly outlines quality requirements and specifies exactly how to satisfy those requirements. But, when they get to the jobsite, they fail to closely monitor the work as it is put in place. Consequently, corners are cut or mistakes are made, and a potential warranty issue is created. We're exceptional planners, and we're also obsessive about the details on the jobsite just so we can avoid those kinds of failures. Our quality program is truly both QA and QC.

The heart of our quality program is the SQPM, or the Safety-Quality Preplanning Meeting. Its purpose is to identify safety and quality risks on the front end of projects and find ways to eliminate them and ensure project compliance. The SQPM is the project team's opportunity to present the plan for the job and get feedback and input from experts across the company.

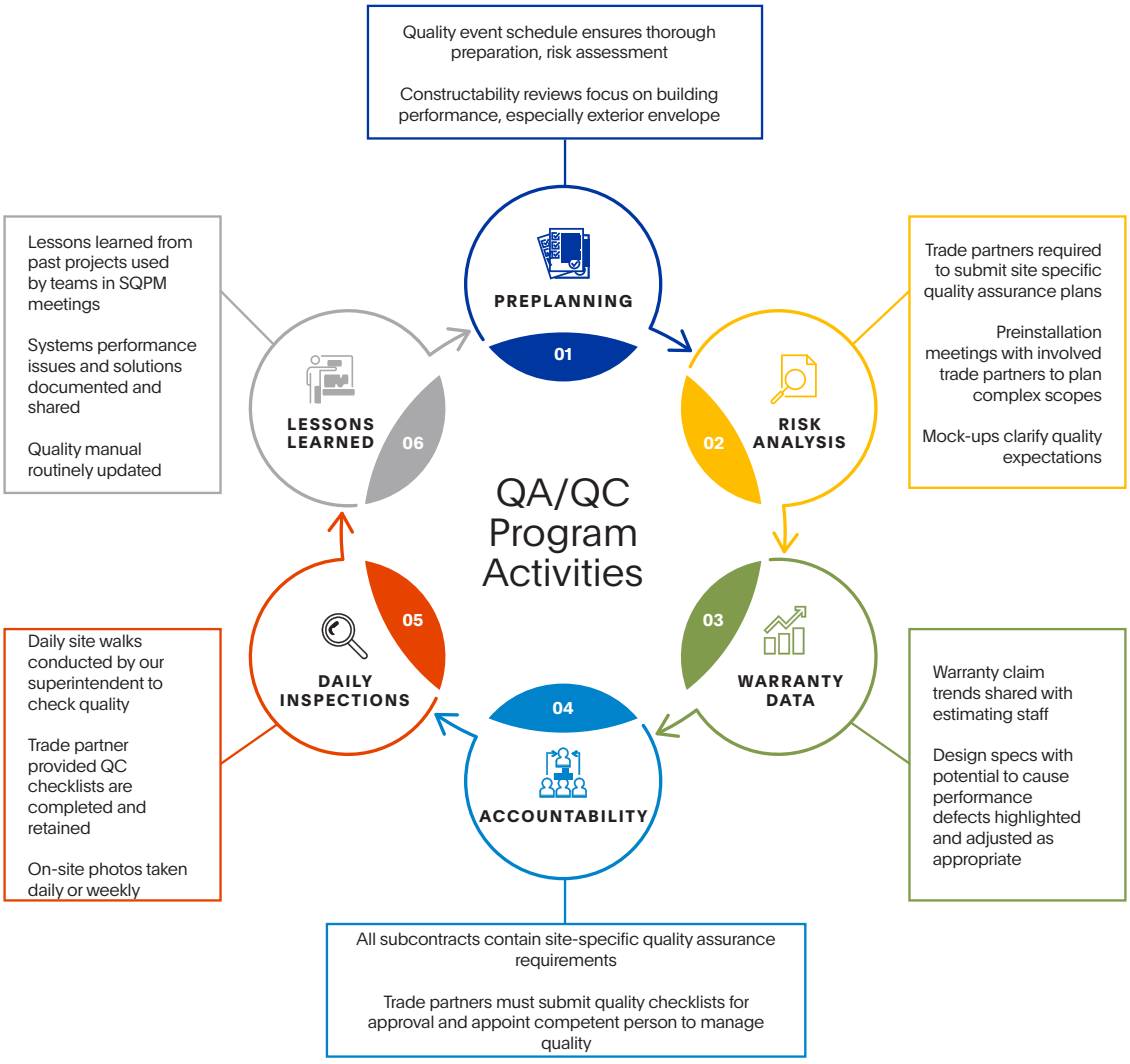
The quality control process begins in preconstruction. We will, in concert with Downtown Tyler and the design team, review the documents during development providing input in terms of existing conditions, constructability and procurement information. Performing extensive existing conditions reviews during the design process helps mitigate lost productivity, rework, RFI's and constructability concerns. Leveraging the extensive experience of this team will yield the incorporation of quality and constructability into the documents during preconstruction. All items requiring resolution will be tracked on a constructability log with an assigned action and responsible party to ensure items are address prior to commencement of construction. We will hold an internal quality control/quality assurance meeting (SQPM) to review the project in its entirety with the project team and experts throughout the company.

We will hold a pre-solicitation conference during the bidding phase to provide a clear expectation in regard to quality to all prospective bidders. The initial meeting will outline not only the QA/QC requirements and expectations but details on the physical construction of the project as well as the required information for the prospective bidders technical proposal. We will evaluate the bidders on specific criterion directly related to Quality. These criterion include past experience on projects of similar scope, past experience on Downtown Tyler projects, proposed team resumes, safety, resource availability and finances. It is key to understand the past performance of the prospective trade partners for best value selection.

Upon award our project team will conduct quality kick-off meetings as well as pre-installation meetings to review the documents, submittals, manufacturer's installation requirements, safety, schedule and project protocols. The key to this meeting is that it is conducted with the trade partner personnel(that will physically manage the installation onsite), Downtown Tyler, the A/E team as well as applicable manufacturer representatives for that specific scope of work. This allows the entire team to review the quality assurance plan, the installation scope of work, inspection procedures and communication protocols. We will require formal documentation of the trade partner team member responsible for QA/QC.

3.10. Quality Control (cont.)

Upon commencement of construction we will verify submittal information on all material and equipment upon delivery to the project. We will closely monitor the initial installation to ensure compliance with the documents as well as adherence to manufacturer's installation requirements. These first work inspections ensure that the initial work being put in place are in complete compliance from the onset rather than waiting for a formal inspection. The individual trade partner's QA/QC team member is required to monitor work being put in place ensuring document conformance. The work is also continuously monitored by Hoar QA/QC personnel to validate quality and conformance. Prior to scheduled AHJ inspections the trade partner will submit a "ready for inspection" verification in writing. Hoar QA/QC will verify that the work is in compliance with the documents and pre-tested and ready to proceed with the AHJ inspection process. Should it be determined that the requested work for inspection is NOT in compliance and ready for inspection Hoar will provide a non-compliance report to the trade partner for correction. Correction of noted deficiencies will be required with written confirmation for validation by Hoar. At the time of the inspection Hoar and the applicable trade partner will review the scope of work for the inspection, the applicable specifications and submittals governing the inspection with the AHJ inspector then proceed to physically reviewing the work in place. Should deficiencies be noted a formal non-compliance report will be generated and issued to the applicable trade partner for correction. All items and corrective actions will be tracked internally within procore to document and ensure complete resolution. Should repeated items continue to be identified Hoar will require formal action by the trade partner up to re-assignment of the trade partner responsible QA/QC member.



Past Performance

Section

4

4.1. Past Work with The City of Tyler

Hoar Construction has not previously performed work with the City of Tyler.

4.2. Construction Projects in Progress



Smith County Courthouse

Tyler, Texas

The Smith County Courthouse project includes a 7-story courthouse building and a city park.

The courthouse building will include 3 levels of courts with 12 total courts; 4 levels with county office and administrative spaces; and secure, basement-level incustody holding and transfer. A park plaza will be built at the site of the previous courthouse once it's demolished.

Project Facts

Contract Amount
$151,645,656

Percentage Complete
40%

Scheduled Completion Date
August 2027

Owner
Smith County

Architect
Fitzpatrick Architects



Tyler Junior College West Campus Phase 1 Renovations

Tyler, Texas

A comprehensive reimagination of the campus to make a more cohesive campus environment. Renovations will be done to four buildings, potentially including small additions, as well as extensive campus sitework.

Project Facts

Contract Amount
$6,250,000

Percentage Complete
5%

Scheduled Completion Date
October 2026

Owner
Tyler Junior College

Architect
LPA, Design Studio



East Texas A&M University Event Center/Arena

Commerce, Texas

The new East Texas A&M University Event Center/Arena is a 64,000 SF, large-volume, two-level complex.

The facility will be used for men's and women's basketball, volleyball, and other special events. The program includes an arena, press rooms and suites, team locker rooms, coach offices, support spaces, and a parking lot.

Project Facts

Contract Amount
$55,496,550

Percentage Complete
10%

Scheduled Completion Date
November 2026

Owner
Texas University A&M System

Architect
Gensler



East Texas A&M University Morris Recreation Center

Commerce, Texas

Renovation to existing 15,542 SF fitness equipment spaces, as well as a 10,171 SF expansion, including new fitness equipment, turf areas satisfying NIRSA guidelines, diverse group exercise spaces, an outdoor adventure area, a visually dynamic pedestrian entrance, locker rooms with private changing rooms, food preparation space, and expanded office suites.

Project Facts

Contract Amount
$14,000,000

Percentage Complete
50%

Scheduled Completion Date
May 2026

Owner
Texas University A&M System

Architect
Smith Group

4.3. Hoar's Major Projects



Nolina Amenity Center

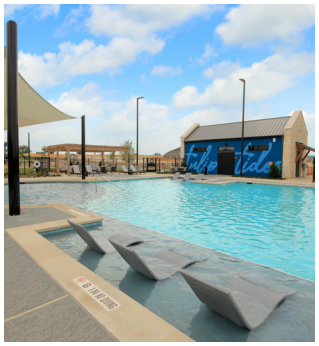
Georgetown, Texas

Nolina is a 524-acre master planned community located in Georgetown, Texas. Over 1,341 families will enjoy all the amenities that the Amenity Center has to offer.

The 6,801 SF amenity center includes a resort style swimming pool, playground, splash pad, fitness center, meeting rooms, retaining walls, site hardscapes and parking







Project Facts

Delivery Method
CM at Risk

Pre-Construction Services Provided & Duration
Cost Estimating and Scheduling
3.5 months

Type of Construction
New

Project Size
6,801 SF

Initial // Final GMP
$6,951,004 // $7,172,477

NTP Construction
June 2023

Contractual Substantial Completion
March 2024

Actual Substantial Completion
March 2024

Final Completion Date
July 2024

Project Manager
Michael Vetter

Owner
Johnson Development Corporation
Rick Yarbrough
ricky@johnsondev.com
832.326.6904

Architect
DTJ Design
Chad Evans
cevans@dtjdesign.com
307.851.4677

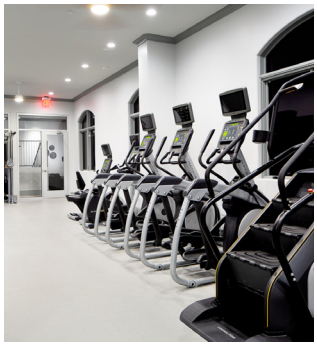


Amira Recreational Center

Tomball, Texas

In Houston's rapid growing suburb, Tomball, hundreds of grassy acres were originally home to an elite Egyptian Arabian horse farm. The local family that operated the farm sold it for a 1,000-home development with a 7,000 SF building on-site, which Hoar was contracted to redevelop into a recreation center for the community.

Renovations include a majority of hardscape, and the landscape scope includes a swimming pool with cabanas and a lanai, planters, and fencing. The horse show arena will be converted into a dog park for residents. Hoar is also installing a full sprinkler system to the existing facility to bring it up to code for the new development and future construction.







Project Facts

Delivery Method
CM at Risk

Pre-Construction Services Provided & Duration
Cost Estimating and Scheduling
5 months

Type of Construction
Renovation

Project Size
7,000

Initial // Final GMP
$2,900,950 // $3,363,268

NTP Construction
January 2019

Contractual Substantial Completion
May 2019

Actual Substantial Completion
May 2019

Final Completion Date
June 2019

Project Manager
JD Ramseur

Owner
Johnson Development Corporation
Rick Yarbrough
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832.326.6904

Architect
Studio RED Architects
Marcia Eddington
eddington@studioredarchitects.com
713.255.8811

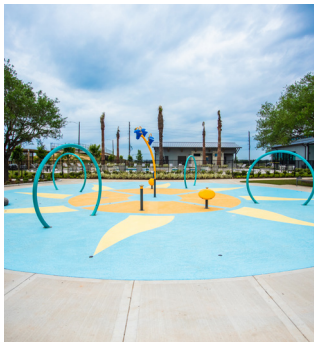


Candela Recreation Center

Richmond, Texas

Candela is a 460-acre master planned community located in Richmond, Texas. Over 1,500 families will enjoy all the amenities that the Recreation Center has to offer.

Completed in seven months, the 4,500 SF recreation center includes a resort style swimming pool, splash pad, state-of-the art fitness center, multipurpose room, playground, and parking.







Project Facts

Delivery Method
CM at Rick

Pre-Construction Services Provided & Duration
Cost Estimating and Scheduling
3 months

Type of Construction
New

Project Size
4,500 SF

Initial // Final GMP
$4,098,009 // $5,134,188

NTP Construction
July 2020

Contractual Substantial Completion
April 2021

Actual Substantial Completion
April 2021

Final Completion Date
July 2021

Project Manager
Brian Chobot

Owner
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Mike Cox
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713.351.4934

Architect
Studio Red Architects
Marcia Eddington
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713.255.8811

4.4. Pre-Construction Services for Municipal Projects

Smith County Courthouse Parking Garage

Phasing & Budget Development Strategy

Upon award, Hoar joined the team of Tyler-based Fitzpatrick Architects and their design consultants, as well as leadership from Smith County, to begin the preconstruction efforts for the project. After extensive programming and phasing discussions, the team decided that the parking garage should be constructed as Phase 1 of 3 within the larger courthouse complex project to establish parking for jurors, county employees, and visitors to downtown; replacement parking would be needed prior to the necessary removal of public street parking to facilitate construction for the new courthouse. Design immediately focused on this phase and the team worked concurrently to establish a Guaranteed Maximum Price for construction. A construction duration of 10 months was established and site work began in October of 2023.

PROJECT CONTACT:
Smith County, Texas
Jay Latch
jlatch@smith-county.com
903.590.4721

Harris County Jury Assembly Facility

Value Engineering

This facility consumes an entire block in downtown Houston and is 85% below grade. The original structure design specified a traditional shoring system that included anchors placed under streets owned by the City of Houston, a fact Hoar uncovered through pre-bid due diligence. We contacted the City of Houston to confirm permit requirements; the City countered by demanding a ground lease for the use of its property, which the project budget could not accommodate. Hoar pulled the City, County and design team together to discuss the situation and ultimately drive to a solution based on an alternative "in bound" shoring system that works within the boundaries of the County's property. The County was impressed with Hoar's attention to detail (they were unaware of the property line issue before we brought it to their attention) and ability to generate creative solutions to significant problems.

Prevention Planning

Harris County's new jury assembly facility is essentially a 33,000 SF concrete "submarine." Because 85% of the building is below grade, Hoar began planning our water intrusion prevention strategy even before we bid the project. We engaged a building envelope specialist, developed the materials specifications, and created extensive installation QC checklists for each element of the water proofing system. Six sets of eyes—Hoar, our waterproofing sub, the system manufacturer, the testing firm, the envelope consultant, and the client—used our QC checklist to monitor the installation daily. The waterproofing inspector conducted electronic leak detection tests on every inch of the structure and was onsite 24 times as installation was underway.

PROJECT CONTACT:
Harris County Public Infrastructure Department.,
Peter McDaniel
pmcdaniel@pid.hctx.net
713.755.9317

Texas Department of Transportation

RIsk Identification

During the TXDOT Paris project, our team demonstrated strong schedule control when an active ATMOS gas main, identified during due diligence, remained unresolved due to pending easement encroachment permissions at the start of construction. This led to clearance conflicts with the sanitary and storm sewer systems, as well as coordination issues with the new electrical ductbank. These challenges extended into the first nine months of construction, threatening to delay critical path activities. Our team responded quickly by adjusting sequencing, implementing phased construction plans, and coordinating closely with the utility provider, design team, and TXDOT stakeholders. This proactive approach allowed us to keep work progressing, minimize downtime, and maintain the overall project schedule

PROJECT CONTACT:
Texas Department of Transpertation
Nicholas Moore
nicholas.moore@txdot.gov
806.939.1245

Scope Validation

As part of our quality assurance program on the TxDOT Lockhart project, our team identified a proposed sidewalk along the frontage road that would have served no practical use. The road is bordered by farmland to the north and a railroad track to the south. We proactively engaged the owner to confirm whether the sidewalk was necessary, and upon learning it was not, we removed it from the scope. This decision resulted in approximately $35,000 in cost savings for the owner.

PROJECT CONTACT:
Texas Department of Transpertation
Jason New
jason.new@txdot.gov
210.782.4022

4.5. Projects with Early Building Design Input

Texas A&M University Ashton Hall

Our approach to successfully delivering the HVAC replacement started with a Last Planner® boot camp in partnership with the Texas A&M Facilities Planning & Construction team and MEP design partner, Jones/DBR. Last Planner® bootcamp is rooted in "pull planning", a lean construction practice that starts with the end goal and works backwards to develop a coordinated sequence of events that all contributors commit to in order to maximize work efficiency until the final task is complete. Last Planner® bootcamp helped our team identify solutions to avoid past HVAC renovation issues and identify crucial project milestones that must be met in order for the renovation to be a success.

Planning at this level of detail and organization gave our team an opportunity to work with trade partners to identify long lead time materials and complete early buyout packages to maximize work flow. A common challenge of working on a busy college campus is the lack of lay down area. To work around that issue, we rented a warehouse off campus and had all our materials delivered there. All of the duct work was stock piled at the warehouse, preassembled, and then delivered to the job site at Aston Hall as needed — keeping the site clean and the flow of work running smoothly. In addition, a full-sized mockup was created in the warehouse so that all the trade partners could go in and do their work, and the client could come in and give inspections as each team finished their individual parts. This mockup allowed the school to find areas that needed adjustment in the system months before the actual construction on the site took place. Utilizing an off-site warehouse shaved time off the schedule and helped identify any outstanding quality issues before the renovation process began.

Texas A&M University - Texarkana Building for Academic and Building Services

Hoar Construction and the design team formed an effective partnership to manage cost while adhering to the Texas A&M University expectations to track the program against the POR requirements. Draft documents were reviewed by Hoar and all necessary stakeholders before each milestone to evaluate cost. This included extensively detailed Revit models that always contained the definition of desired systems. A minimum 15-day time period was allocated for Hoar's estimating exercise. In this period, the design team communicated continuously to control deviant cost fluctuations. The design and construction team produced presentation material throughout the project for the broader stakeholder group to ensure there was perceived long term value for each system that was in question. The design was kept flexible to a certain degree even during the contract documents to allow for the cost management. As the project moved forward, we were able to generate consensus on the cost and scope of the project. After the buy-out, a lot of the 'wish list' items were included into the project such as an important landscaping plan, and there were no major compromises on the design or project scope due to cost.

Harris County Jury Assembly Facility

This facility consumes an entire block in downtown Houston and is 85% below grade. The original structure design specified a traditional shoring system that included anchors placed under streets owned by the City of Houston, a fact Hoar uncovered through pre-bid due diligence. We contacted the City of Houston to confirm permit requirements; the City countered by demanding a ground lease for the use of its property, which the project budget could not accommodate. Hoar pulled the City, County and design team together to discuss the situation and ultimately drive to a solution based on an alternative "in bound" shoring system that works within the boundaries of the County's property. The County was impressed with Hoar's attention to detail (they were unaware of the property line issue before we brought it to their attention) and ability to generate creative solutions to significant problems.

4.6. Work Performed with Own Forces

Hoar self-performs preconstruction services, BIM/VDC coordination, project safety & quality control, project management, field supervision, and interim clean-up.

4.7. Subcontractors we have Ownership In

Hoar Construction does not have ownership in any subcontractors, and all subcontracted work is procured independently through our standard selection and management processes.

Proposed Personnel

Section

5

5.1. Resumes

Stephen Flournoy
Project Executive

Stephen is responsible for the accountability of the project to the Owner. He is responsible for managing the members of the project team and is the principal Hoar employee responsible for overall management, direction, and accomplishment of the project activities.

Education, Certifications & Professional Affiliations

- B.S. - Commerce and Business Administration (Finance), University of Alabama
- OSHA 30-Hour Trained



Experience

Tyler Junior College West Campus Phase 1 Renovations, Tyler, TX 38,500 SF comprehensive reimagination of the campus to make a more cohesive campus environment. Renovations will be done to four buildings, potentially including small additions, as well as extensive campus sitework.

Nursing Addition and Renovation Phase 2, The University of Texas at Tyler, Tyler, TX, 21,000 SF interior build-out of the upper floor of the new School of Nursing addition, and a 32,000 SF interior renovation of the original two-level School of Nursing building.

Smith County Courthouse Parking Garage, Tyler, TX, 178,300 SF, 5-story, 543-space precast parking garage one block off Tyler's downtown square meant for jurors, county employees, and general public use.

Smith County Courthouse, Tyler, TX, 266,000 SF, 7-story new courthouse complex with a secure basement level for in-custody transfer, a parking deck, and hardscapes in place of the old courthouse structure.

Bryant Denny Digital Media Center, Tuscaloosa, AL, 50,000 SF Digital Media Center buildout inside the north end zone section of Bryant Denny Stadium for The University of Alabama, included a data center, 3 live broadcast TV studios—to house the SEC Network broadcast operations, WVUA- TV, and a spare for use by the Alabama Crimson Tide Sports Network—and extensive architectural, theatrical, and mechanical requirements, including sound control design features throughout all partition walls and ceiling designs.

Sidney McDonald Hall, Tuscaloosa, AL 35,000 SF facility built to house The University of Alabama system Chancellor's Office and support staff; ornate, 100-year building design with custom walnut millwork, terrazzo floors, one-of-a-kind lighting, sound-mitigating HVAC systems, and double volume ceiling spaces throughout; project included the Chancellor's Boardroom, in which all UA System Board of Regent meetings are held on campus, as well secured networking, parking facilities, and saferoom space.

References

Rob Lamberson
University of Texas at Tyler,
Project Control
469-850-9868

Judge Neal Franklin
Smith County
nfranklin@smith-county.com
903-714-8091

Steve Fitzpatrick, AIA
Managing Partner
sf@fitzpatrickarchitects.com
903-592-0728

Jessica Morris
Director of Project Management
The University of Alabama,
Construction Administration Dept.
jcmorris@ua.edu
205-657-6366

Rallisa Jones
Project Manager
US Dept. of Justice -
Federal Bureau of Investigation
rjones8@fbi.gov
202-394-3895

Chance Wood
Project Manager

Chance is responsible for overseeing confirmation of project scope, preparing bid packages, holding conferences, evaluating bids, and making recommendations for award of subcontracts/POs. He also oversees cost analysis and projections/reporting and preparation of monthly pay applications and change order requests. Chance supports the superintendents to ensure the project is on time and within budget.

Education, Certifications & Professional Affiliations

- B.S. - Construction Management, The University of Texas at Tyler
- Competent Person Scaffold Building and Inspection
- First Aid/CPR Certification
- OSHA 10- and 30-hour trained



Experience

Tyler Junior College West Campus Phase 1 Renovations, Tyler, TX 38,500 SF comprehensive reimagination of the campus to make a more cohesive campus environment. Renovations will be done to four buildings, potentially including small additions, as well as extensive campus sitework.

***Gregg County Parking Garage, Gregg County, Texas,** Construction of a 4 story cast in place parking facility with a pre-cast skin. Includes 292 parking spaces and 13,000 SF of county office space.

***Frost Bank - Prosper Branch, Prosper, TX,** Construction of a Frost Bank Branch consisting of 4,500 SF of office space and a 3 teller / 3 lane motor bank. High end stone veneer exterior, with metal panel facade. City improvements included approaches, and utilities. 40 parking spaces with electric vehicle charging at 7 locations.

***Robinson Middle School,** Plano, TX, Multi-phased project including eight new science labs and complete renovation of the kitchen, an addition of a new band hall/storm shelter, and an addition consisting of two art classrooms, administration suites, and a new main entrance.

***McKinney Logistics Center - Building C**, McKinney, TX, Construction of a 279,356-square-foot industrial warehouse. Dubbed "Building C" by Core 5, the new 32-foot clear height industrial warehouse will feature 48 overhead dock doors and four drive-up ramps in a cross-dock configuration. The lot will have 50 trailer spaces and 249 parking spaces.

***Allen High School Renovations Phase 2,** Allen, TX, Renovations consisting of extensive library upgrades, a two-level learning stair feature, new workrooms, offices, collaboration spaces, and group huddle areas; renovation of the main entry area of campus and administration suite.

***Jasper High School,** Plano, TX, 292,731 SF renovations on an occupied campus include conversion of existing classrooms into 3 new art spaces and full restroom and locker room renovations. Addition includes an enclosure to the existing walkway to connect the facility to the gymnasium and the new dual wrestling mat room and storm shelter.

***Bowman Middle School Refurbishment,** Plano, TX, 167,267 SF renovations consisting of administration and counselor offices and kitchen as well as the expansion of the front entrance steps and student

References

Dana Ballard
Tyler Junior College
Director, Campus & Procurement Services
903-510-3313

Judge Bill Stoudt
Gregg County
903-235-4049

John Holman
Preconstruction Manager

John is responsible for management of the preconstruction process. He produces cash flow statements, schedules, site work budgets, and building budgets. John also manages architects and engineers during the design phase to ensure adherence to budget.

Education, Certifications & Professional Affiliations

- B.S. - Mechanical Engineering, Oklahoma State University
- Professional Engineer – Licensed in TX
- LEED AP® BD+C – U.S. Green Building Council
- OSHA 10-Hour Trained
- Certified Building Commissioning Professional (CBCP) – Association of Energy Engineers
- NGBS Green Verifier – Home Innovation Research Labs



Experience

Tyler Junior College West Campus Phase 1 Renovations, Tyler, TX, 38,500 SF comprehensive reimagination of the campus to make a more cohesive campus environment. Renovations will be done to four buildings, potentially including small additions, as well as extensive campus sitework.

Wellbridge Inpatient Rehabilitation Hospital Conversion, Plano, TX, 46,000 SF, single-story conversion of existing behavioral health hospital into a 40-bed impatient rehabilitation hospital.

Event Center/Arena, Texas A&M University-Commerce, Commerce, TX, 64,000 SF, 2-level facility to be used for men's and women's basketball, volleyball, and other special events; it will include an arena with seating capacity of 3,500, press rooms, locker rooms, coach offices, auxiliary gyms, support spaces, an outdoor stage, retail spaces for dining/entertainment, and an 800+ space parking lot.

Morris Recreation Center, Texas A&M University-Commerce, Commerce, TX, renovation to existing fitness equipment spaces, as well as a 6,000 SF expansion, including new fitness equipment, turf areas satisfying NIRSA guidelines, diverse group exercise spaces, an outdoor adventure area, a visually dynamic pedestrian entrance, locker rooms with private changing rooms, food preparation space, and expanded office suites.

Smith County Courthouse, Tyler, TX, 266,000 SF, 7-story new courthouse complex with a secure basement level for in-custody transfer, a parking deck, and hardscapes in place of the old courthouse structure.

References

Trey Newcomb, P.E.
Dallas MEPF Practice Lead
Garver
501 412 8739
rwnewcomb@garverusa.com

Charles Tinsley
Vice President of Construction
MDH Partners
678 551 8641
ctinsley@mdhpartners.com

Bradley Barr
Senior Superintendent

Bradley directs daily construction activities. He is responsible for coordination of the construction schedule to ensure no unanticipated interruptions in the normal operation of the project. Bradley conducts weekly job progress and safety meetings. He maintains cost control for work performed by Hoar Construction personnel and has full authority for job site activities.

Education, Certifications & Professional Affiliations

- B.S. - Civil Engineering, B.S. Construction Engineering, (Minor Architectural Engineering) University of Alabama
- OSHA 10-Hour Trained
- ICRA Solutions Construction in Healthcare Trained
- OSHA Respirable Crystalline Silica Competent Person Trained
- First Aid/CPR/AED Certified
- ASHE Health Care Construction Certified
- Scaffold Training Institute Scaffold Competent Person Certified
- Certified Healthcare Constructor (American Hospital Association)



Experience

Smith County Courthouse, Tyler, TX, 266,000 SF, 7-story new courthouse complex with a secure basement level for in-custody transfer, a parking deck, and hardscapes in place of the old courthouse structure.

Smith County Courthouse Parking Garage, Tyler, TX, 178,300 SF, 5-level parking garage with over 500 spaces meant for juror and general public use.

Shannon Medical Center West Expansion, San Angelo, TX, 154,000 SF, 7-story bed tower expansion; 3 levels of elevated parking and ICU, MedSurg, shell levels; remote CUP connected to new expansion and existing CUP.

Cullen Auditorium Renovation, Abilene Christian University, Abilene, TX, renovation of existing Cullen Auditorium; including infrastructure upgrades, increased seating capacity and interior overhaul to the performance hall facility.

Uvalde Memorial Hospital, Uvalde, TX, new 170,00 SF replacement hospital, including expanded medical services, new 11,500 SF Central Utility Plant, and new administrative offices; final phase of the project includes demolishing the current facility to create a parking area to support the new hospital.

Dunn Hall HVAC Replacement, Texas A&M University, College Station, TX, HVAC replacement in 4-story dormitory which includes reheat system replacement with a dual duct Variable Air Volume system and replacement of existing chilled/hot water pumps with Variable Frequency Driven pumps. Also included installation of DDC, WAGES system and DHW system.

Shannon Medical Center, San Angelo, TX, 70,000 SF, 7-story bed tower expansion; extensive interior renovations including surgical department and new emergency department and entry.

The Ascent at Victory Park, Dallas, TX, 302-unit, 627,000 SF commercial, residential, and mixed use high rise strategically built near 2 local commuter train systems; ground-level retail; 5-story parking garage; amenity deck featuring cantilevered pool.

References

Dale Droll
Shannon Medical Center / Director of Engineering & Maintenance
DaleDroll@shannonhealth.org

Judge Neal Franklin
Smith County
nfranklin@smith-county.com
903-714-8091

Mark Marlow
Mk Marlow / CEO
mark@mkmarlow.com

Ted Davison
O'connell Robertson / Principal
tdavison@oconnellrobertson.com

5.1. Current Projects for Proposed Team



Stephen Flournoy
Project Executive

Tyler Junior College West Campus Phase 1 Renovations, Tyler, TX
Contract amount: $6,250,000
Percent complete: 5%

Smith County Courthouse, Tyler, TX
Contract amount: $151,645,656
Percent complete: 40%

Nursing Addition and Renovation Phase 1&2, The University of Texas at Tyler, Tyler, TX
Contract amount: $36,891,338
Percent complete: 95%



Chance Wood
Project Manager

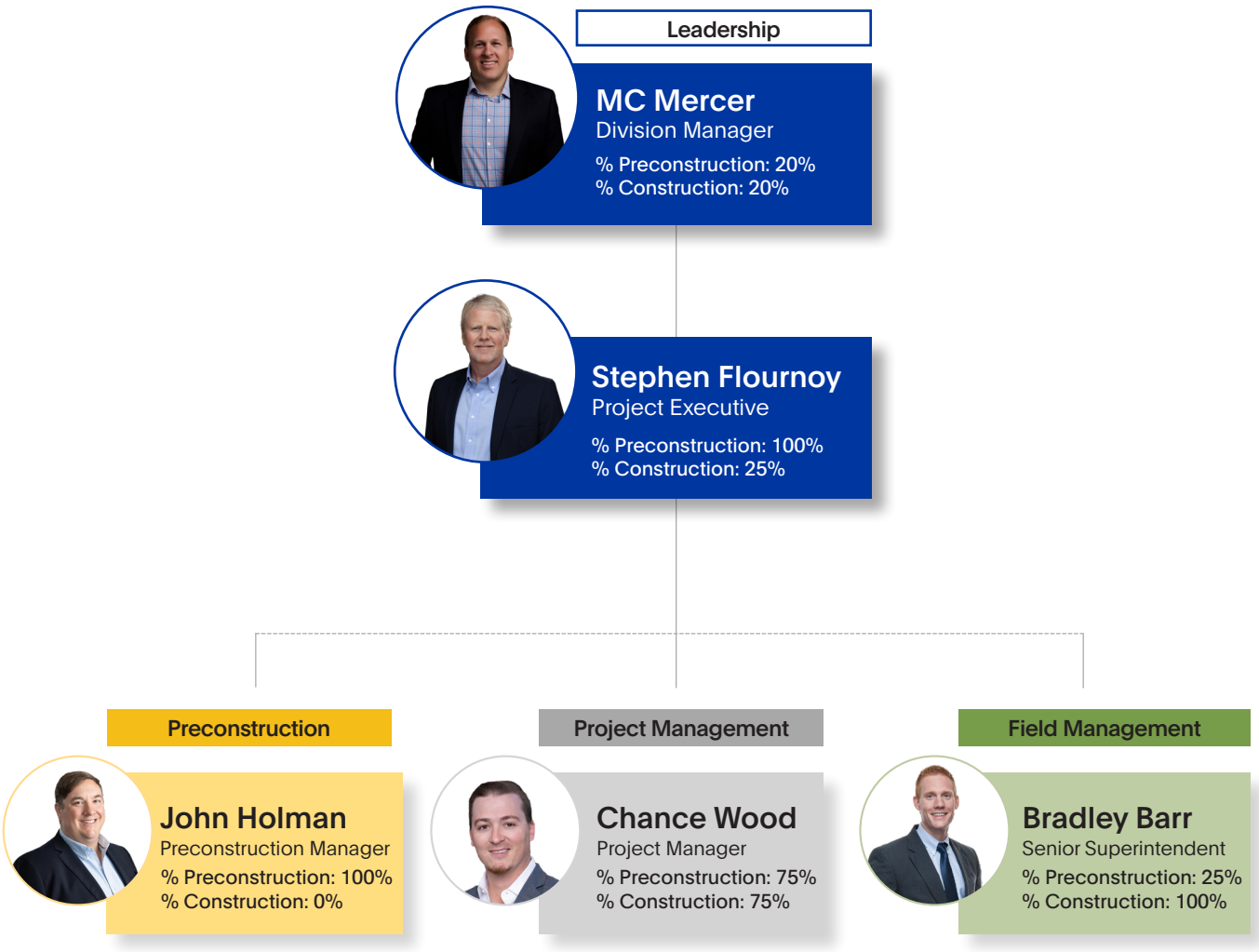
Tyler Junior College West Campus Phase 1 Renovations, Tyler, TX
Contract amount: $6,250,000
Percent complete: 5%



Bradley Barr
Senior Superintendent

Smith County Courthouse, Tyler, TX
Contract amount: $151,645,656
Percent complete: 40%

5.2. Organizational Chart



5.3. Project Assignment, Lines of Authority and Communication Protocol

Availability and Commitment

Our proposed team for the Downtown Tyler Community Space is made up of individuals hand-picked for the City of Tyler because of their proven record of success, their work history, their experience, and their direct professional relationships with critical project stakeholders. The City of Tyler has our promise of the complete dedication of the proposed team for the project's duration.

This team is available during the timeline outlined in the Request for Proposal to ensure substantial completion. Each member of our team is absolutely committed to the successful design and delivery of this project. In addition to the staff working on the project site, Project Executive Stephen Flournoy oversees activities from our Tyler office.

Organization Chart

The organization chart above illustrates the roles and lines of authority for our project team. Together, this team offers deep experience with similar projects. They are well-versed in our safety, quality, budget, and schedule systems. Stephen serves as the primary point of contact.

Reputation

Section

6

6.1. Failed Projects

Hoar Construction has a strong track record of successfully completing all projects and has no instances of projects that were not completed.

6.2. Judgements, Claims, Arbitration Proceedings, Suits, Pending or Outstanding Against Organization

Hoar Construction is currently performing on approximately $1.5 billion in construction projects and no past or pending legal issues involving Hoar will affect its ability to successfully perform this project. If client has additional questions, those can be addressed by Mr. Charlie G. Baxley, Vice President of Legal & Risk Management for Hoar, available by phone at (205) 803-2121 or by email at cbaxley@hoar.com.

6.3. Lawsuits or Arbitrations Filed

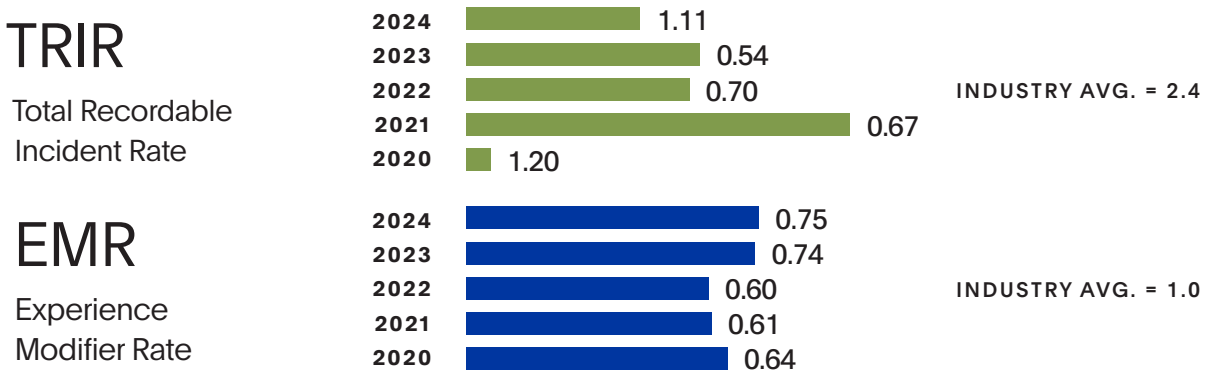
Please reference the above answer in 6.2.

6.4. Repeat Clients

Hoar Construction consistently maintains approximately 70% repeat clientele, a testament to the trust we build and the long-term relationships we cultivate with our clients.

6.5. Accident Frequency Rate, Modifier and Safety Program

Please see the appendix for an example of our Safety Program. If you would like to review the full program, you are welcome to reach out to us.



Financial Strength and Financial Status

Section 7

7.1. Financial Statements

For confidentiality reasons, our firm's financial statements were mailed rather than uploaded digitally. You can track the separately sent financial package using the tracking number **1Z3353021596656940.**

7.2. Name and Address of Financial Firm

Name: Warren Averett
Address: 2500 Acton Rd #200, Birmingham, AL 35243
Date Thereof: Financial statements shipped on September 18th, 2025

7.3. Name and Address of Agent for Surety Information and Bonding Company

Julie Gast
McGriff
Senior Account Manager - Surety
P: 205.583.9560 | C: 205.427.1553 | E: jgast@mcgriff.com
2211 7th Avenue South, Birmingham, AL 35233 | McGriff.com
McGriff CA License #0C64544

7.4. Statement of Bonding Capacity and Total Bonding

See attachment on page 30 for our bonding statement.

COMPANY	Total Bonding Capacity	Available Bonding Capacity
Hoar Construction	$1,500,000,000	$400,000,000

7.5. Provide detailed proposed fee utilizing Exhibit D: Fee Proposal Form.

See page 31 for Exhibit D: Fee Proposal Form.

McGriff
A Marsh & McLennan Agency LLC Company

May 14, 2025

Re: **Contractor: Hoar Construction, LLC**

To Whom It May Concern:

Hoar Construction, LLC has been a highly valued client of ours for many years. During our relationship, we have had the opportunity to observe outstanding performance. We consider Hoar Construction, LLC among the finest general contractors in the United States. The company has an outstanding management team and is adequately financed. Hoar has an aggregate bonding program of $1.5 Billion with no single project limit.

Hoar Construction, LLC has a co-surety program with Federal Insurance Company and Travelers Casualty and Surety Company of America. Federal Insurance Company, 202B Hall's Mill Road, Whitehouse Station, NJ 08889, has had the privilege of providing bonds for Hoar since 2005. Federal Insurance Company is rated A++ (Superior) by A.M. Best with a Financial Size Category of XV. As of July 2024, Federal Insurance Company is listed as an acceptable surety by The United States Department of the Treasury with combined underwriting limitation of Chubb Limited Companies of $2,125,651,000.00. They are licensed to conduct business in all fifty states.

Travelers Casualty and Surety Company of America, One Tower Square, Hartford, CT 06183, is rated A++ (Superior) by A.M. Best with a Financial Size Category of XV. As of July 2024, Travelers Casualty and Surety Company of America is listed as an acceptable surety by The United States Department of the Treasury with a U.S. Treasury Listing of $231,823,000. The combined Treasury limit of all the Travelers Underwriting Companies is $2,979,195,000. Travelers is licensed to conduct business in all fifty states.

It is our understanding that Hoar will be submitting a proposal on your upcoming project. We acknowledge that the firm may be bonded for each stage/phase of the project. Should they be awarded the project, we fully expect to be able to provide Performance and Payment bonds in compliance with the contract documents for the entire contract amount subject to a complete underwriting review.

Please feel free to contact me if I can provide you with any additional information concerning this fine client.

Sincerely,

Mark W. Edwards, II
Executive Vice President - Surety

EXHIBIT D – FEE PROPOSAL FORM

Construction Manager At-Risk

Proposal for Fee, Bonds, Insurance, & Indirect Costs

Fee Proposal based on +/- $5,000,000.00 construction budget for the Community Space Project. Time of construction is estimated to be six months.

For all categories, indicate whether the amount proposed is lump sum based on a construction budget of $5,000,000.00.

1. Construction Manager's Fee:
   - **a)** Preconstruction Phase Services — $5,000 (lump sum for $5MM)
   - **b)** Construction Phase Services — $143,273 (2.95% of subtotal)

2. Premium for 100% Performance and Payment Bonds — $37,800 (lump sum for $5MM)

3. General Liability, Automobile Liability and Umbrella Liability Insurance (specify insurance program proposed) — $50,000 (1.00% of total) Program: ACIG

4. Builder's Risk Insurance — $2,200 (lump sum for $5MM & 6 months)

5. Indirect Costs — $111,218 (lump sum for $5MM & 6 months)

___Superintendents (full time)
___Assistant Superintendents (as needed)
___Project Manager (as needed)
___Field Operations Manager (as needed)
___Secretarial Support
___Employee Benefits for above
___Workers Comp Insurance for above
___Project Office Supplies
___Postage & Express Shipping Charges
___Personnel Relocation
___Project Office Utilities
___Travel, Meals, Lodging
___Printing – Record & Shop Drawings only

___Job Office Rental
___Haul and Set-up Trailer
___Pick-up Truck Rental
___Fuel & Maintenance for Pick-up Truck
___Two-Way Radios
___Project Office Telephones
___First-Aid Supplies
___Drug Screens
___Progress Schedules
___Accounting Fees
___Data Processing Fees
___Project Office Machines

(Checkmark indicates services included in Construction Manager's fee.)

6. Total — $349,491

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:
2025-1367193

Date Filed:
09/23/2025

Date Acknowledged:

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

Hoar Construction, LLC
Tyler, TX United States

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

City of Tyler

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

25-082
Downtown Tyler Community Space

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Eckert, Douglas	Birmingham, AL United States	X	
DiPiazza, Jeremy	Birmingham, AL United States	X	
Curtis, Randall	Birmingham, AL United States	X	
Burton, Robert O	Birmingham, AL United States	X	
Burton, Robert T	Birmingham, AL United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Brady Johnson, and my date of birth is 07/28/1975.

My address is 10370 Richmond Ave., Suite 700, Houston (city), TX (state), 77042 (zip code), USA (country).

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

Executed in Harris County, State of Texas, on the 23rd day of September (month), 20 25 (year).

Brady Johnson

Signature of authorized agent of contracting business entity
(Declarant)

Appendix

City of Tyler
Engineering Services
P.O. Box 2039
Tyler, Texas 75710

(903) 531-1126
www.cityoftyler.org

ADDENDUM NO. 1

September 6, 2025

DOWNTOWN TYLER COMMUNITY SPACE
CONSTRUCTION MANAGER AT RISK
REQUEST FOR PROPOSALS
Tyler, Texas
Constract Documents
Tyler RFP # 25-082

BIDS TO BE RECEIVED NO LATER THAN 2:00pm, August 26, 2025, at the following location:

Purchasing Office, 304 North Border, Tyler, Texas 75702

ADDENDUM NO. 1 – This addendum consists of 1 page and reflects the changes below.

The Contract Documents for the above-entitled project are hereby amended as follows:

1. Cover Page – The RFP # is 2025-082

2. There is no Pre-Submittal Meeting for this project.

3. Updated contact information for this project shall be:
   Darin Jennings, PE
   City Engineer
   903-531-1126
   djennings@tylertexas.com

4. The Submission Schedule included in Item III.A. shall be revised as follows:

Final Date for Questions:	September 17, 2025, at 5pm CST
Responses to Questions:	September 19, 2025, at 5pm CST
Proposal Deadline / Opening:	September 23, 2025, at 2pm CST
Companies Short List Issued:	September 30, 2025
Short List Interviews:	October 8, 2025
Approval / Awarded:	October 22, 2025

5. All questions should be submitted through Civcast. Any questions emailed to Darin Jennings will be answered on Civcast no later than September 19.

Hoar Construction, LLC
Safety Program

TABLE OF CONTENTS

		Rev #	Rev. Date
1.0 Health and Safety Manual Introduction			
Foreword		02	1/1/2017
Corporate Safety Policy Statement		00	1/1/2017
2.0 Responsibilities and Authorities			
2.1	Health and Safety Manual Responsibilities	05	2/25/2019
3.0 Administrative Procedures			
3.1	New Employee Orientation	06	4/3/2018
3.2	Weekly Safety Tool Box Talks	05	1/4/2019
3.3	Job Site Safety Inspection Procedures	07	1/1/2020
3.4a	Incident Reporting	00	10/1/2022
3.4b	Incident Investigation	00	10/1/2022
3.4c	OSHA Recordable/Nonrecordable	06	1/1/2017
3.5	Return to Work Policy and Procedures	04	1/1/2017
3.6	Managing An OSHA Inspection	05	1/1/2017
3.7	Notice of Safety Violation and Disciplinary Action	05	1/1/2017
3.8	Hoar Substance Abuse Policy (Contact Human Resources)	05	1/1/2017
3.9	Leading Indicator - Safety Observation Program	05	6/6/2024
3.10	Safety Document Archiving	04	1/1/2017
3.11	Bloodborne Pathogens Control Procedures	04	2/25/2019
3.12	Severe Weather Procedures	05	8/27/2019
3.13	Site Specific Crisis Control Plan (See Crisis Management Manual)	10	2/25/2019
3.14	Job Hazard Analysis (JHA)	03	1/1/2017
3.15	Pre-Task Safety Analysis (PTSA)	04	3/1/2020
3.16	Post Offer Screen Procedure	02	1/1/2017
4.0 Occupational Health and Environmental Controls			
4.1	First Aid and Kit Contents	04	2/25/2019
4.2	Sanitation	03	1/1/2017
4.3	Noise and Hearing Protection	03	1/1/2017
4.4	Radiant Energy - Welding Hazards	04	1/1/2017
4.5	Illumination	03	1/1/2017
4.6	Housekeeping	02	1/1/2017
4.7	Confined Spaces in Construction Procedures	04	1/1/2017
4.8	Hazard Communication Procedures	05	2/25/2019
4.9	Infection Control	03	1/1/2023
4.10	Heat-Related Illness Prevention Procedures	00	5/15/2018
5.0 Fall Protection Procedures, PPE & Life Safety Equipment			
5.1	Personal Protective Equipment (PPE)	07	3/1/2024
5.2	Respiratory Protection Procedures	05	7/1/2017
5.2.1	Handling Respiratory Medical Evaluations	03	7/1/2017
5.3	Fall Protection Procedures: Personal Fall Arrest Systems (PFAS)	03	1/1/2017
5.4	Fall Protection Procedures: Guard Rails and Hole Covers	03	1/1/2017
5.5	Warning Line System	04	4/6/2017
5.6	Demolition	02	1/1/2017
5.7	Impalement Protection	02	1/1/2017
5.8	Dropped Object Prevention Program	02	12/1/2021

Hoar Construction, LLC
Safety Program

TABLE OF CONTENTS

6.0 Fire Protection and Prevention

6.1	Fire Extinguishers	04	2/25/2019
6.2	Fire Hazards	04	2/25/2019
6.3	Flammable & Combustible Liquids	03	1/1/2017
6.4	Liquefied Petroleum Gas (LPG)	00	1/1/2017

7.0 Signs, Signals and Barricades

7.1	Signs, Signals and Barricades	03	1/1/2017

8.0 Materials Handling, Storage, Use, Disposal and Helicopter Safety

8.1	Material Storage	04	7/1/2018
8.2	Rigging Equipment	07	1/1/2017
8.3	Material Disposal	03	1/1/2017
8.4	Helicopter Safety	05	1/1/2017

9.0 Hand and Power Tools

9.1	Power Tools	04	1/1/2017

10.0 Welding and Cutting

10.1	Gas Welding, Cutting, and Heating	04	1/1/2017
10.2	Arc Welding, Cutting, and Heating	04	1/1/2017
10.3	Fire Protection for Welding, Cutting, and Heating	04	1/1/2017
10.4	Ventilation and Protection for Welding, Cutting, and Heating	03	1/1/2017

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11.1	Electrical Safety - Ground Fault Circuit Interrupters	02	1/1/2017
11.2	Assured Grounding Procedures	01	1/1/2017
11.3	Lockout/Tagout and Energy Control Procedures	03	1/1/2017

12.0 Ladders, Scaffolding, Stairways, Aerial /Scissor Lifts

12.1	Ladders and Stairways	05	1/1/2017
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12.3	Scaffold Tagging	04	1/1/2017
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13.2	Respirable Crystalline Silica Program	00	9/1/2017

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14.0	Crane Safety: General Requirements	10	4/1/2024
14.1	Overhead Hoists	03	1/1/2017
14.3	Steel Erection	04	1/1/2017

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15.2	Powered Industrial Truck Safe Operating Procedures	04	1/1/2017
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Hoar Construction, LLC
Safety Program

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17.2	Lead Exposure Control Procedures	03	1/1/2017
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17.4	Laser Safety	03	1/1/2017
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18-3.1b	45-day Superintendent Safety Orientation Review	03	4/3/2018
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18-3.3	Procore Jobsite Safety Inspection (JSI) Guide	01	1/1/2020
18-3.4a(1)	1st Aid Log	03	1/1/2017
18-3.4a(2)	Incident Report	00	10/1/2022
18-3.4a(3)	Incident Reporting Procedure (Graphic)	00	10/1/2022
18-3.4a(4)	Involved Party Statement	00	10/1/2022
18-3.4b(1)	Incident Investigation Report	00	10/1/2022
18-3.5a	Work Modification Agreement - Restricted Duty Cases	06	1/1/2017
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18-3.6	Managing an OSHA Inspection	02	1/1/2017
18-3.7(1)	Notice of Safety Violation & Disciplinary Action - Subcontractor Warning Report	02	1/1/2017
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18-3.12	Hurricane/Tropical Storm Management Plan	01	8/27/2019
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18-5.8c	Exclusion Zone Sign - English	00	12/1/2021
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18-8.2	Daily & Periodic Rigging Inspection Form	00	8/1/2006
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18-11.3b	Lockout/Tagout Directory	01	1/1/2017
18-11.3c	Machinery/Equipment Energy Isolation Devices	00	5/1/2005
18-12.1	Ladder Safety Inspection Checklist	00	5/1/2005
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18-13.1b	Concrete Pump Ground Conditions Communication	00	11/1/2023
18-13.2a	Respirable Crystalline Silica Exposure Control Pre-Job Conference Agenda	00	9/1/2017
18-13.2b	Exposure Control Plan (ECP)	00	9/1/2017
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18-14.0d	Crane Pre-Job Conference Agenda	02	4/1/2024
18-14.0e	Lift Plan Worksheet	00	4/1/2024
18-14.0f	Crane Ground Conditions Communication	04	4/1/2024
18-14.0g	Tower Crane Foundation - Professional Engineer Survey	00	4/1/2024
18-14.0h	Qualified Lift Director Certification	01	4/1/2024
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18-15.4a	Personnel Hoist Pre-Shift Inspection	04	3/1/2022
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18-15.4c	Personnel Hoist Operator Authorization Form	03	3/1/2022
18-15.4d	Hoist Authorized Personnel Form	00	3/1/2022
18-15.4e	Hoist Pre-Installation, Set-Up and Dismantle Checklist	03	3/1/2022
18-15.4f	Personnel Hoist Operator and Hoist Authorized Personnel Training	00	3/1/2022
18-16.1a	Excavation Ground Disturbance Pre-job Conference Agenda	00	6/1/2023
18-16.1b	Ground Disturbance Permit (GDP)	00	6/1/2023
18-16.1c	Excavation Inspection Checklist	02	6/1/2023
18-17.1	Asbestos Information Document	00	5/1/2005
18-17.2	Lead Compliance Plan	02	1/1/2017
18.17.2a	Lead Abatement PPE References Chart	00	5/1/2005
18-17.5a	WIMP Inspection Checklist	00	5/1/2005
18-17.5b	WIMP Incident Report	00	5/1/2005
Site Plan	Site Specific Safety Plan Contact the Safety Dept. when a site specific plan is required.		

FOREWORD

This Health & Safety Program (HSP) was developed to serve Hoar Construction and our involvement in diverse construction markets and endeavors. Great effort has been made to ensure technical accuracy and thoroughness of content to meet or exceed compliance requirements of federal, state, and local regulatory agencies including, but not limited to, OSHA, EPA, and DOT. If at any time a concern develops regarding the accuracy or intent of the contents of this HSP, we ask that you contact Hoar Construction's Safety Department for assistance (205-803-2121).

All supervisory personnel receive a copy of this program. Additional copies of this program are made available through the safety page on the Hoar Connect intranet site, safety folder located on tablet devices, construction job site offices and other methods deemed appropriate by Hoar Construction's Safety Department.

This HSP is supplemented by an employee Health & Safety Pocket Guide, provided at the time of hire or once assigned to a construction project. The Pocket Guide is a condensed version of this program. If questions or clarification is necessary for topics addressed in the employee Pocket Guide, the HSP or a member of Hoar Construction's Safety Department should be consulted.

This HSP is provided for the use of the superintendent and is intended to function as a guide to promote a safe work environment and safe work practices by all employees of Hoar Construction.

Each subcontractor of Hoar Construction is contractually obligated to comply with the provisions listed in the Code of Safe Practices detailed in Attachment-J of the subcontract. In addition, each subcontractor of Hoar Construction is contractually obligated to comply with the health and safety requirements of all jurisdictional local, state, and federal agencies, including, but not limited to, OSHA regulations. We recognize a subcontractor as an independent contractor, with sole responsibility for its means and methods and the safety of its workers. As such, it shall be the subcontractor's duty to monitor the performance and practices of its employees and lower-tier subcontractors for safety, to ensure that the practices and methods of performing the work are safe and to immediately stop any unsafe practices by its employees or by the employees of its lower-tier subcontractors.

This program contains information concerning potential hazards that may affect all job site personnel. Therefore, this program can be used by Hoar's superintendent to assist our subcontractor(s) with contractual obligations and responsibility for their employee's safety compliance. This program in no way implies that Hoar Construction accepts liability for the health and safety of personnel employed directly by any subcontractor or employed by any of its lower-tier subcontractors.

Information in this HSP is not intended to violate any bargaining unit agreement, labor law, or other regulation. Where health and/or safety is at issue, the protection option offering the greater health and/or safety benefit shall be followed unless approved in writing by Hoar Construction's VP of Safety.

Revised 1/1/2017

SAFETY POLICY

Hoar Construction commits to maintaining a safe, healthful, and productive work environment for all our employees on all our work sites. Protecting our employees, our property, the public, and the environment is essential to the efficient and successful completion of every construction project we undertake. There is no issue regarding profit, schedule, or quality that takes precedence over safety. We believe that the prevention of injuries is more than just good business; it is our moral obligation.

We also understand that safety is about **PEOPLE**. It is because our employees are our most valuable assets that we insist they actively participate, and are held accountable for, working safely. There is no job or opportunity so urgent that we cannot take the time to follow our Health and Safety Program (HSP) and conduct our work safely. Because we believe so strongly in this, we contractually require that our subcontractor partners provide their employees with a safe and healthful place to work as well.

We define safety as the absence of danger through the elimination of hazards. Our HSP is a "hazard elimination" program that assigns responsibilities to management, supervisory personnel, and employees. It also establishes standard procedures for hazard evaluation and elimination, employee and supervisor training, program enforcement, incident investigation, and record keeping. It incorporates metrics to measure safety performance for both leading and lagging indicators. Our goal on every project is to achieve ZERO Injuries and ZERO property damage.

We will amend the HSP as necessary to account for program effectiveness and regulatory changes. Any questions of interpretation or suggestions for improvement should be directed to the Safety Department. With your cooperation and support Hoar Construction will continue to strive to be the most respected and admired company in our industry.

Sincerely,



Rob Burton

President, CEO

HoarConstruction

Downtown Tyler Community Space – Tyler, TX

Hoar Construction, LLC's Comments to Proposed Contract and General Conditions

1. Contractor would request reasonable relief if "concealed/unknown" conditions are encountered, similar to the framework set forth in A201 § 3.7.4 9 (reference: 16.11.2 through 16.11.3).
2. The parties shall mutually waive consequential damages arising out of the Agreement against one another, except as to liquidated damages contemplated by the Agreement, and except to the extent such damages are covered by general liability insurance required by the Agreement.
3. Contractor would request insertion of the standard AIA framework concerning the discovery and remediation of hazardous materials (A201 10.3).

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. M-3

Date: November 12, 2025

Subject: Request that the City Council consider authorizing the City Manager to enter into an agreement with HDR, Inc., to develop an East Grande, Old Omen, and Toll 49 Route Study for the Tyler Area Metropolitan Planning Organization in the amount of $200,000.

Item Reference: **Tyler Area MPO FY 2026-2027 Unified Planning Work Program-Task 5.2 East Grande, Old Omen, and Toll 49 Route Study**

The approved FY 2026-2027 Unified Planning Work Program (UPWP) for the Tyler Area Metropolitan Planning Organization (MPO) provides for a consultant to develop an East Grande, Old Omen, and Toll 49 Route Study.

The purpose of the route study is to propose optimal routes for the extensions of East Grande Boulevard, Old Omen Road, and Toll 49, which will allow the roads to convey the expected traffic without negatively impacting the other roads, railroads, utility lines, or neighborhoods.

A request for qualifications was posted on the MPO website on September 8, 2025. Staff received six responses from qualified firms: ATG/DCCM, Freese & Nichols, Halff, HDR, Kimley-Horn, and Westwood.

A five-member committee was convened to grade the submittals. The proposals were evaluated according to the firm's professional qualifications (25%), key personnel (30%), project approach (30%), quality assurance/quality control (10%), and coordination with historically underutilized businesses (5%). All firms demonstrated strong qualifications; however, HDR, Inc. achieved the highest overall score and was recommended for selection

As the City of Tyler serves as the fiscal agent for the MPO, the MPO follows the City's financial procedures which requires contracts over $100,000 be authorized by the Tyler City Council. The City of Tyler will bear the upfront costs for the study but will be 100 percent reimbursed for the costs through the MPO's grant.

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to enter into an agreement with HDR, Inc. to develop an East Grande, Old Omen, and Toll 49 Route Study for the Tyler Area Metropolitan Planning Organization in the amount of $200,000.

Attachments:
Grande Old Omen Toll 49 Route Study_Contract_20251103.docx

Drafted/Recommended By:
Department Leader Michael Howell, AICP, EIT, MPO Director

Edited/Submitted By:
City Manager

Contract for Professional Services Between:
Tyler Area Metropolitan Planning Organization ("Client") and
HDR, Inc. ("Consultant")

1. **Project Overview**
   Project Name: E Grande Boulevard, Old Omen Road, and Toll 49 Route Study
   Client/Owner Name: Tyler Area Metropolitan Planning Organization
   Consultant Name: HDR Engineering, Inc.
   Contract Effective date: November 17, 2025

2. **Project Information**
   Project Location: Smith County, Texas
   Budget: $200,000
   Termination of Agreement: September 30, 2026

3. **Client Project Manager and Local Contact Information**
   Name: Michael Howell, AICP, EIT
   Email: mhowell@tylertexas.com
   Phone: (903) 531-1173
   Address: 423 West Ferguson Street, Tyler TX 75702

4. **Consultant Project Manager and Local Contact Information**
   Project Manager Name: David Sutton, P.E.
   Email: David.Sutton@hdrinc.com
   Phone: (972) 960-4442
   Address: 17111 Preston Road, Suite 300 Dallas, TX 75248

   Local Contact Name: Jacob Walker, P.E.
   Email: Jacob.Walker@hdrinc.com
   Phone: (512) 685-2938
   Address: 5234 Old Jacksonville Highway Suite 220, Tyler, TX 75703

5. **Terms and Conditions**
   Except to the extent modified by Amendments (if applicable), Terms and Conditions attached incorporated here shall apply.

Exhibits/Attachments:

- Attachment A: Scope of Services
- Attachment B: Project Schedule
- Attachment C: Fees and Billings

AGREEMENT BETWEEN
TYLER AREA METROPOLITAN PLANNING ORGANIZATION
AND
HDR Engineering, INC.

This Agreement is made as of November 17, 2025 between HDR Engineering, Inc. ("Consultant") having its principal office of business at 1917 S. 67th Street, Omaha, NE 68106, and the Tyler Area Metropolitan Planning Organization ("Client"), having its principal office of business at 423 West Ferguson, Tyler, TX 75702.

AGREEMENT

Consultant and Client agree as follows:

1. This Agreement does not establish a joint-venture, partnership or principal-agent relationship between Consultant and Client.
2. The scope of services for this agreement is detailed in Attachment A and the project schedule outlining the time period of performance is as follows per Attachment B. Consultant shall provide services in accordance with the normal degree of care and skill as that of other engineers providing similar services on similar projects at the same time and locale as the services contemplated herein.
3. Client shall compensate Consultant by paying a flat fee in the amount of $200,000.00.
4. Consultant shall submit invoices (no more frequently than once per month) based on work completed during that time period and Client shall pay Consultant within ten (10) business days after receipt of invoice, unless there is a good faith dispute regarding payment.
   This Contract shall automatically terminate on September 30, 2026. Before this official date of termination, the obligation to provide further services under this Agreement may be terminated by either party upon five (5) business days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Upon any termination, Consultant will be paid for all services completed to the date of termination.
5. Client shall arrange for access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform the Services.
6. Client shall give written notice to Consultant whenever Client becomes aware of any development that affects the scope of timing of Consultant's services.
7. Financial records pertinent to Consultant's compensation and payments under this Agreement will be kept in accordance with generally accepted accounting practices.
8. Consultant shall maintain all records (including electronic records) in regard to this Agreement readily available and in legible form. Consultant shall maintain all books, papers, records, accounting records, files, accounts, reports, cost proposals, with backup data, and all other material related to direct costs charged to this Project, and shall make all such material available at any reasonable time during the term of work on the Project and for three (3) years from the date of final payment to Consultant auditing, inspection, and copying upon Client's request.
9. Any official notice or other communication required hereunder shall be sent by certified mail (return receipt requested), and/or other methods as mutually agreed upon, and shall be deemed given on the date which such notice is received.

To Consultant at:	HDR, Inc. 1917 S. 67th Street, Omaha, NE 68106,
To Client at:	Tyler Area Metropolitan Planning Organization 423 West Ferguson Tyler, TX 75702

10. Consultant has or shall procure and maintain insurance for protection from 1) claims under workers' compensation acts, 2) from claims for damages because of bodily injury including personal injury, sickness, disease or death of any and all employees or of any person other than such employees, and 3) from claims or damages resulting from damage to, loss of use of, and/or destruction of property. Consultant shall also procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by its negligent acts, errors, or omissions. Consultant shall maintain this insurance at least until the completion of Consultant's services.
11. Consultant and its subrogees shall hold harmless and indemnify the Client, Client's directors, officers, employees, representatives and agents against any damage, injury, liability, and reasonable cost and expense, but only to the extent they arise out of an act of negligence, intentional tort, and/or material breach of contract of Consultant, Consultant's agents, servants, employees or lower tiered contractors.
12. To the extent permitted by law, Client and its subrogees shall hold harmless and indemnify Consultant, Consultant's directors, officers, employees, representatives, and agents against any damage, injury, liability, and reasonable cost and expense, but only to the extent they arise out of an act of negligence, intentional tort, and/or material breach of contract of Client, Client's agents, servants, employees or lower tiered contractors.
13. All original design calculations, field notes, quantity calculation, logos, maps, photographs, written reports, necessary project specific provisions, and other material including drawings prepared under this agreement ("Data"), and without regard to the media in which the Data was developed, shall be the property of the Client and Consultant. Client shall make available to Consultant drawings, specifications, schedules and other information and data which are pertinent to Consultant's Services. These aforementioned non-public documents, information, and data shall remain the property of the Client and/or of another party if required. The parties hereto recognize that the City of Tyler/MPO is a governmental entity subject to the Texas Public Information Act in Texas Government Code Chapter 552. In the event that either party receives a valid public information request under the Act, Client shall work with Consultant to protect any information deemed confidential by seeking an Attorney General Opinion as allowed by law. Any modifications made by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability to the Consultant.
14. Any dispute resolution process will be governed by the procedures outlined in this Contract. Any disputes relating to this Contract shall be submitted to a senior representative of each Party who shall have the authority to enter into an agreement to resolve the dispute ("Representative"). The Representatives shall not have been directly involved in the performance of the Contracted Services and shall negotiate in good faith. If the Representatives are unable to resolve the dispute within three weeks or within such

longer time period as the representatives many agree, the dispute may be decided by (neutral mediation) as mutually agreed and/or either Party may pursue any of its respective rights in law or equity. No written or verbal representation made by either Party in the course of any discussions between the Representatives or other settlement negotiations shall be deemed to be a party admission.

15. This Agreement shall be governed by and constructed and enforced in accordance with the laws of the State of Texas. Any disputes shall be brought in the appropriate state and federal courts in and for Smith County, Texas.
16. If any legal proceedings should be instituted by either party to enforce the terms of this Agreement or to determine the rights of the parties hereto, each party shall pay for its own attorney's fees, expert witness fees, and costs.
17. Force majeure shall be any acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefore; acts of war, public disorder, rebellion, terrorism or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to herein, not within the reasonable control of the Party affected. A delay in or failure of performance of either Party shall not constitute a default hereunder nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure.
18. Client and Consultant shall not be liable to each other for indirect, incidental, special, economic consequential, or punitive damages, of any kind (including but not limited to lost profits and operation costs).
19. All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Agreement, as well as all continuing obligations indicated in the Agreement, will survive final payment, termination or completion of the Project and/or Agreement.
20. In the event that any term or condition of this Contract is held to be illegal, invalid, or unenforceable under the Law, such term or condition shall be deemed severed from this Contract and the remaining terms and conditions shall remain unaffected and thereby continue in full force and effect.
21. This Agreement represents the entire integrated agreement between Consultant and Client regarding the subject matter herein, and supersedes and replaces all of the terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, which have not been specifically incorporated by reference herein with respect to this Agreement. This Agreement may be changed, modified or altered only by written agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have made, executed and agreed to this Agreement as the day and year first above written:

EXECUTED, this 12th day of November, 2025.

CITY OF TYLER

BY:_____
EDWARD BROUSSARD,
CITY MANAGER

A T T E S T:

_____
CASSANDRA BRAGER, CITY CLERK

TYLER AREA MPO

BY:_____
MICHAEL HOWELL,
MPO DIRECTOR

APPROVED:

_____
CITY ATTORNEY

HDR Engineering, INC.

BY:_____
LUCAS BATHURST
VICE PRESIDENT

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 20__.

_____
Notary Public In and For The State of Texas

My Commission Expires: _____ _____
Notary's Printed Name

ATTACHMENT "A"
SCOPE OF SERVICES

In general, the study will recommend the optimal alignments for East Grande Boulevard and Old Omen Road in relation to the three or more potential alignments for Toll 49. The study shall recommend the optimal vertical and horizontal alignment for the street extensions for two scenarios: 1) if the purple or yellow routes are selected, or 2) if the teal route is selected.

In this Scope of Work, Consultant refers to the Team of Consultants with the Prime Consultant serving as the principal contact with the MPO.

TASK 0 – PROJECT MANAGEMENT AND COORDINATION

The Consultant's Project Manager, in coordination with the MPO staff, will be responsible for directing and coordinating all activities associated with the project.

0.1 – Control/Scheduling

The Consultant will prepare a Project Management Plan (PMP) to identify work organization, responsibilities, and coordination/communication procedures. The PMP will include a project activity timeline (hereafter referred to as the Project Schedule). The Project Schedule will be a graphic schedule identifying the duration and/or tentative dates for all tasks, meetings, and deliverables in this scope of work, as well as any other information deemed relevant by the Consultant or the MPO. The PMP will also contain the Public Involvement Plan (PIP) and will be completed no later than thirty (30) days after contract execution.

0.2 – Progress Reports and Invoices

The Consultant will review the project schedule and prepare monthly progress reports for review by the MPO Manager. Invoices for all work completed during the period will be submitted monthly (with a progress report) for work performed by the Consultant and all Subconsultants. Monthly progress reports will include a summary of:

A. Activities, ongoing or completed, during the reporting period;
B. Activities planned for the following month;
C. Problems encountered and actions to remedy them; and
D. Status, including a tabulation of percent complete by task, management schedule showing study progress, and supporting documentation.

0.3 – Sub-consultant Management and Meetings

The Consultant will prepare subcontracts for subconsultant (s), monitor subconsultant staff activities and adherence to schedules, and review and recommend approval of subconsultant invoices. The Consultant will also schedule and participate in meetings throughout the project.

0.4 – Quality Assurance/Quality Control

The Consultant will provide continuous quality assurance and quality control throughout the life of the study. The prime consultant shall provide the MPO staff with periodic opportunities to perform their contract monitoring duties of all consultant team agencies.

0.5 – Deliverables

- Project Management Plan including schedule;
- Virtual Kickoff Meeting and notes;
- Monthly invoice and progress report; and
- Letter stating that the sub-consultant agreements are in place.

TASK 1 – REVIEW OF EXISTING PLANS

1.1 – City of Tyler Plans

The Consultant will reference the City of Tyler's Master Street Plan to understand the conceptual routes for East Grande Boulevard and Old Omen Road. The Consultant will meet with City of Tyler staff to gather information on the driving factors for having these streets in the City's Master Street Plan.

1.2 – NET RMA Plans

NET RMA held two public scoping meetings in early May 2025 as part of the proposed Toll 49 Segment 6 Environmental Impact Study. The project team is currently reviewing the comments. A Public Meeting Summary Report, including a comment response matrix, will be posted once completed. The Segment 6 project team is refining the range of alternatives based on public input, as well as avoidance minimization, and mitigation of environmental impacts in the study area.

The Consultant will meet with the NET RMA staff to gather information on the scoping meetings' results and determine whether NET RMA is considering changes to the draft routes. The consultant will also request any information that the NET RMA has on creeks, utilities, or any other potential impediments to street routing that have been identified through the Segment 6 environmental study.

1.3 – State and County Plans

The Consultant will email staff from Smith County and the TxDOT Tyler District office and request details on any expansion, improvement, or maintenance projects planned within the study area over the next 10 years.

1.4 – Deliverables

- Any maps and other supporting documents created to visualize the current street extension plans and conflict points; and
- A brief memorandum summarizing the results from the stakeholder input.

TASK 2 – CONSTRAINT IDENTIFICATION

2.1 – Railroad Crossing Constraints

The consultant will work with City staff to determine its preferred method for crossing the Union Pacific Railroad right-of-way (i.e., build an overpass or close two at-grade crossings to get a new crossing).

It is understood that NET RMA plans to construct an overpass to cross the railroad right-of-way. The Consultant will work with the RMA to determine if Segment 6 is planned to have an eastbound on-ramp or a westbound exit at Highway 110.

Based on the direction given, the Consultant will determine the horizontal distance needed to comfortably traverse the grade separation without impacting the design speed of the facilities.

2.2 – Street Crossing Constraints

The Consultant will estimate the horizontal distance needed to provide an overpass without impacting the design speeds of Old Omen Road (40 mph), E Grande Boulevard (50 mph), and Toll 49 Segment 6.

2.3 – Utility Constraints

The Consultant will identify all overhead utility lines/easements in the study area. Special symbolism shall be given to identify the major electric transmission line parallel to the proposed E Grande Boulevard extension.

2.4 – Drainage Constraints

The Consultant will identify all FEMA floodplains and floodways in the study area.

2.5 – Deliverables

- Copies of maps prepared depicting the constraints;
- KMZs of up to sixteen (16) initial routes, up to (8) reasonable routes, and up to four recommended routes; and
- A brief memorandum summarizing the identified constraints and routes in the study area.

TASK 3 – STAKEHOLDER ENGAGEMENT

3.1 – Stakeholder Involvement

Using the information gathered in Tasks 1 and 2, the Consultant will prepare materials for and conduct up to three (3) meetings with representatives from the City, County, RMA, and TxDOT.

The first meeting will be two (2) routing charrette style workshops open to a broader group of stakeholders. Workshop 1 will present the findings of Tasks 1 and 2 while highlighting the conflict points between the City's Master Street Plan and the NET RMA's currently identified Segment 6 preliminary alternatives. Workshop 2's purpose will be to get all attendees to look at the connections holistically and charge them with either making changes or keeping the proposed routes as they are, understanding any decisions made would still be subject to the environmental and public involvement process of the Toll 49 Segment 6 EIS. More focus will be given to the horizontal routing for the facilities. A virtual meeting will be held after Workshop 2 providing a summary of the findings.

The second meeting will show updated maps and concepts based on the feedback from the first meeting. The purpose of the meeting will be to get buy-in from the stakeholders on the unified vision of street routing in the study area. More focus will be given to the vertical routing needs for the facilities.

If stakeholder consensus on the proposed street routes cannot be reached during the second meeting, the Consultant will hold a third meeting with the stakeholders to address the unresolved comments.

3.2 – Deliverables

- Copies of materials prepared to facilitate the workshops, stakeholder meetings; and
- A brief memorandum summarizing the stakeholder feedback and changes made in response.

TASK 4 – PUBLIC INVOLVEMENT

4.1 – Public Involvement Methods

The Consultant is expected to utilize a range of public involvement methods to reach and engage diverse populations to maximize citizen input. The planning process shall combine a face-to-face public meeting with the use of digital tools to enhance community participation. Community engagement may include, but is not limited to, design, creation, and launch of an online website with a citizen survey, virtual public meeting or open house, interactive techniques during public meetings, and other public outreach activities customized to the greater Tyler Area MPO community. The final report will include documentation of all stakeholder involvement activities and provide a summary of the feedback garnered.

4.2 – Website and Social Media Tools

In addition to the face-to-face meetings, the Consultant will distribute digital tools to enhance public participation. The MPO, through the City of Tyler, can assist with publications and

media outreach. The Consultant will submit all proposed social media posts to the MPO to coordinate approval and posting by the City of Tyler.

4.3 – Public Meetings and Presentations

After completing the analysis and creating draft recommendations, the Consultant will provide personnel, documents, and visual aids for a public meeting. The Consultant will coordinate with the MPO staff when scheduling the location and time for the meeting.

4.4 – Deliverables:

- A brief memorandum for the public meeting describing the event, attendance, questions, comments about the study, outcomes, and follow-up needed; and
- A brief memorandum outlining recurring statements made through the digital engagement activities.

TASK 5 – FINAL REPORT

5.1 – Report and Implementation

The Consultant will deliver a final report that includes all recommendations. The report shall be delivered in 8.5x11 inch portrait format. Separate maps, drawings and or other exhibits may be printed larger 8.5x11 in order to provide optimal detail. The draft will be made available to the stakeholder group to review and provide feedback. Based on these comments, the Consultant shall make the necessary changes to finalize the report. Should conflicting comments be submitted, the MPO will decide how to address the comments.

5.2 – Presentation

Upon completion of the final report and if requested, the Consultant will present it to the MPO Transportation Policy Committee, the NET RMA Board of Directors, and the Tyler City Council. The Consultant and the MPO will agree on presentation dates that align with the MPO, RMA, and City Council calendars.

5.3 – Deliverables

- One (1) digital copy of the report (8.5x11 portrait format) and exhibits in Adobe PDF format;
- One (1) digital copy of the report in an editable format (e.g. MS Word or other common program);
- PDF copies of all system map(s) in the report sized to their original aspect ratio; and
- GIS shapefile(s) (ESRI format or compatible) and associated database(s) of the finalized network proposal.

ATTACHMENT "B"
PROJECT SCHEDULE

The expected time for the Consultant to complete the project is nine (9) months which shall commence upon receipt of a signed and dated contract agreement from both parties. The schedule for this project is as follows:

Task/Description	**Start**	**Finish**
Notice to Proceed	*11/17/2025*	*11/17/2025*
TASK 1 - REVIEW OF EXISTING PLANS		
Data Collection	11/17/2025	12/12/2025
Memo - Previous Studies and Input	12/15/2025	1/16/2026
TASK 2 - CONSTRAINT IDENTIFICATION		
Constraints Identification	12/15/2025	12/26/2025
Routes Development	12/15/2025	1/30/2026
Memo - Area Constraints and Routes	1/5/2026	1/30/2026
TASK 3 - STAKEHOLDER ENGAGEMENT		
Stakeholder Meeting #1 (Routing Charrette/Workshops)	1/9/2026	1/16/2026
Stakeholder Meeting #1 Summary Memo	1/19/2026	1/23/2026
Stakeholder Meeting #2	4/24/2026	4/24/2026
Stakeholder Meeting #2 Summary Memo	4/27/2026	5/1/2026
Stakeholder Meeting #3	5/22/2026	5/22/2026
Stakeholder Meeting #3 Summary Memo	5/25/2026	5/29/2026
TASK 4 - PUBLIC INVOLVEMENT		
Project Website	11/17/2025	12/26/2025
Public Meeting Preparations	1/5/2026	3/6/2026
Public Meeting	3/5/2026	3/5/2026
Public Meeting Comment Period	3/6/2026	3/27/2026
Public Meeting Summary Memo	3/30/2026	4/17/2026
TASK 5 - FINAL REPORT		
Recommended Routes Revision(s)	5/4/2026	5/8/2026
Transportation Policy Committee Presentation	4/27/2026	5/22/2026
Draft Technical Report	3/30/2026	4/24/2026
Final Technical Report	6/12/2026	6/19/2026
Contract Deliverables Completed	*6/30/2026*	*6/30/2026*
Contract Termination	*7/31/2026*	*7/31/2026*

The schedule listed above is subject to change at the discretion of the MPO and Tyler City Council.

ATTACHMENT "C"
FEES AND BILLINGS

This Fees and Billing pertains to an Agreement between the Tyler Area Metropolitan Planning Organization, ("OWNER"), and HDR Engineering, Inc. ("ENGINEER"), dated November 17, 2025, ("the Agreement").

PROJECT NAME: E Grande Boulevard, Old Omen Road, and Toll 49 Route Study
PAYMENT FREQUENCY: The ENGINEER shall submit invoices to the OWNER on a monthly basis and not to exceed $200,000.

TASK	**FEE**
TASK 0 – PROJECT MANAGEMENT	$ 30,800.00
TASK 1 – REVIEW OF EXISTING PLANS	$ 9,600.00
TASK 2 – CONSTRAINT IDENTIFICATION	$ 36,800.00
TASK 3 – STAKEHOLDER ENGAGEMENT	$ 57,300.00
TASK 4 – PUBLIC INVOLVEMENT	$ 47,900.00
TASK 5 – FINAL REPORT	$ 17,600.00
	$ 200,000.00

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. M-4

Date: November 12, 2025

Subject: Request that the City Council consider authorizing the City Manager to award Carahsoft Technology Corporation through Omnia Partners Contract # R240303 for the Samsara product as the telematics provider for the City of Tyler's fleet.

Item Reference:

Samsara is a trusted and approved vendor for government contracts, ensuring agencies can adopt innovative technology solutions efficiently and confidently. The Samsara telematics platform is an all-inclusive platform for every unit in the City of Tyler's fleet that will allow Vehicle Service (VES) to track every vehicle with real-time GPS while also helping to control fuel usage and fuel cost with real-time idle alerts.

VES hopes to gain usable data insights to improve vehicle uptime and minimize costs with real-time diagnostics, allowing VES to become proactive with needed repairs. With real-time data, VES will be able to protect large and small equipment and trailers to minimize theft. That data will also allow VES to improve and simplify inventory management and improve the efficiency of usage across all departments. The data will help with operator accountability, identify users, and monitor equipment utilization through all departments of the City of Tyler.

Samsara uses various types of real-time data, often sourced from telematics, customer requirements, driver constraints, and vehicle information to perform route planning and optimization, provide real-time visibility, and enhance overall customer support and satisfaction. This will allow Solid Waste to monitor missed stops and help improve the Transit routing for efficiency.

Utilizing the in-cab outward-facing camera will help minimize risk and improve driver safety with in-cab audible alerts to remind drivers of risky behaviors. When risky behavior is detected, a supervisor gets a notification that will allow the supervisor to coach the driver to improve their safety and efficiency. The Samsara system also records any event that centrifugal force changes substantially. Sudden forces such as hard braking, swerving, or collisions cause the recorder to save critical audio and video footage immediately before and after a triggered event, often minimizing liability for the City and helping to create a safer work environment for employees and citizens. Drivers can see their own safety scorecard on the Samsara app. The driver app encourages friendly competition and safe driving habits.

In June 2025, we installed a trial of different levels of the Samsara platform in several City of Tyler fleet units. The trial has been successful in all areas of testing including Code Enforcement, Solid

Waste, Transit, etc. VES and Risk both agree that the Samsara technology solution will help bring major benefits to the city's fleet. Current expenditures with utilizing both Drive Cam and Nextraq systems total $241,954.55. The Samsara technology solution will bring more benefits under one platform which will also be an improvement for staff by not having to maintain two different systems.

Carahsoft Technology Corporation through Omnia Partners Contract # R240303 for the Samsara technology solution will be the telematics provider for the City of Tyler fleet.

Funding - The subscription and fleet tracking fees are budgeted and billed to each department as shown below. The total for all these units will be $326,114.11.
Communications - 101-0160-417.0824 - $192.13
Parks Cemetery - 204-0458-453.0824 - $3,401.54
Mainstreet - 219-0464-452.0824 - $1,528.10
Neighborhood svc - 276-0983-811.0824 - $2,663.00
Transit - 286-0905-811.0824 - $ 35,965.71
Police - 101-0310-421.0824 - $ 30,241.68
Fire Dept. 101-0320-422.0824 - $ 9,618.66
Code Enforcement - 560-0725-437.0824 - $ 7,668.59
Parks Admin - 101-0450-451.0824 - $ 21,007.34
Parks Median - 101-0453-450.0824 - $ 3,598.14
Parks Rose Garden - 219-0461-450.0824 - $ 5,640.09
Sludge Treatment - 502-1746-746.0824 - $ 2,558.97
Purchasing - 502-1741-741.0824 - $ 665.75
Water admin - 502-0741-741.0824 - $ 2,663.00
Water Office - 502-0742-742.0824 - $ 7,989.00
Water Distribution - 502-0743-743.0824 -$ 21,104.24
Water Plant -502-0744-744.0824 -$ 7,255.61
Waste Collection - 502-0745-745.0824 - $13,011.21
Waste treatment - 502-0745-746.0824 - $10,429.30
Lake Tyler - 502-0747-747.0824 - $6,727.13
Building Inspections - 202-0515-463.0824 - $3,994.50
Airport - 524-0770-439.0824 - $5,912.64
Solid Waste Residential - 560-0752-752.0824 - $ 42,214.71
Solid Waste Commercial -560-0753-753.0824 -$ 22,295.89
Stormwater - 575-0748-748.0824 - $ 10,002.87
VES- 640-0662-642.0824 -$ 7,050.70
Facility Services - 663-0180-419.0824 - $ 1,331.50
Engineering - 101-0705-432.0824 - $ 1,331.50
Street - 101-0710-433.0824 - $ 23,724.53
Traffic - 101-0720-436.0824 - $5,466.43
IT Services - 671-0149-416.0824 - $ 1,997.25
Animal Services - 101-0726-726.0824 - $ 5,236.00
Municipal Court - 101-0860-470.0824 - $ 960.65
CDBG -246-0983-811.0824 - $ 665.75

RECOMMENDATION:

Request that the City Council consider authorizing the City Manager to award Carahsoft Technology Corporation through Omnia Partners Contract # R240303 for the Samsara product as the telematics provider for the City of Tyler's fleet.

Attachments:
Carahsoft - Samsara - Tyler TX- 09.19.2025 - Quote 59535201
Copy of Inventory by dept. 9-25-25

Drafted/Recommended By:
Department Leader Stan Stoffregen Fleet Manager

Edited/Submitted By:
City Manager

PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8585 | FAX (703) 871-8505
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

TO: Deb Schreck
Assistant VES Manager
City of Tyler Vehicle Services
410 W Oakwood St
Tyler, TX 75702 USA

EMAIL: dschreck@tylertexas.com

PHONE: (903) 531-1323

FROM: Colin Langan
Carahsoft Techonology Corp
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: Colin.Langan@carahsoft.com

PHONE: (571) 662-3126

TERMS: OMNIA Software Solutions and Services contract: R240303
Term: January 1, 2025 - December 31, 2027
FTIN:52-2189693
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Sales Tax May Apply

QUOTE NO:	59535201
QUOTE DATE:	10/02/2025
QUOTE EXPIRES:	10/31/2025
RFQ NO:	
SHIPPING:	GROUND
TOTAL PRICE:	$326,111.00
SHIPPING AMOUNT:	$4,949.00
TOTAL QUOTE:	$331,060.00

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
		HARDWARE & ACCESSORIES				
1	HW-VG55-NA	Vehicle IoT Gateway, model VG55 Samsara, Inc - HW-VG55-NA		NSP COOP	495	$0.00
2	CBL-VG-CAUX	Breakout Cable for Auxiliary inputs on VG54 Samsara, Inc - CBL-VG-CAUX		NSP COOP	500	$0.00
3	CBL-VG-COBDII-Y1	Enhanced VG Series OBDII J1962 L-mount cable Samsara, Inc - CBL-VG-COBDII-Y1		NSP COOP	400	$0.00
4	HW-CM34	Dual-facing AI Dash Cam, Series 4 Samsara, Inc - HW-CM34		NSP COOP	302	$0.00
5	ACC-AG-BMNT	Used to mount an AG51 or AG52 or AG53 to a location previously drilled for AG46 mounting holes or in a new location that benefits from use of the bracket Samsara, Inc - ACC-AG-BMNT		NSP COOP	168	$0.00
6	HW-AG53	Powered Asset Gateway for trailer, reefer and equipment tracking with cellular connectivity and real-time GPS location Samsara, Inc - HW-AG53		NSP COOP	168	$0.00
7	CBL-AG-B9PIN	A 9pin cable used to connect across any non-CAT powered equipment to pull engine diagnostics over CAN. Samsara, Inc - CBL-AG-B9PIN		NSP COOP	100	$0.00
8	CBL-VG-CJ1939-VM	Enhanced VG Series J1939 cable for 2013+ Volvo/Mack vehicles with OBDII connection Samsara, Inc - CBL-VG-CJ1939-VM		NSP COOP	50	$0.00
9	CBL-VG-CJ1939	Enhanced VG Series J1939 or J1708 (9-pin) cable. Samsara, Inc - CBL-VG-CJ1939		NSP COOP	100	$0.00
10	HW-AG53	Powered Asset Gateway for trailer, reefer and equipment tracking with cellular connectivity and real-time GPS location Samsara, Inc - HW-AG53		NSP COOP	99	$0.00
11	CBL-AG-BPLC	AG52 Smart Trailer power cable with 5-pin weather packed connectors for easy undercarriage install and enables visibility to ABS fault codes as well as other trailer diagnostic data. Samsara, Inc - CBL-AG-BPLC		NSP COOP	99	$0.00

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE		QTY	EXTENDED PRICE
12	ACC-AG-BMNT	Used to mount an AG51 or AG52 or AG53 to a location previously drilled for AG46 mounting holes or in a new location that benefits from use of the bracket Samsara, Inc - ACC-AG-BMNT	NSP	COOP	99	$0.00
13	HW-MC-AIM4	Hardware product to connect and view footage from up to four AHD cameras on the Samsara dashboard Samsara, Inc - HW-MC-AIM4	NSP	COOP	76	$0.00
14	CBL-MC-AIM4	Multipurpose cable for AI Multicam Samsara, Inc - CBL-MC-AIM4	NSP	COOP	76	$0.00
15	CBL-AG-BCT9	9-pin caterpillar connector allows us to read engine diagnostics from caterpillar equipments with 9-pin port Samsara, Inc - CBL-AG-BCT9	NSP	COOP	25	$0.00
16	CBL-AG-BCT14	This 14-pin caterpillar connector allows us to read engine diagnostics from caterpillar equipments with 14-pin port. Samsara, Inc - CBL-AG-BCT14	NSP	COOP	25	$0.00
17	CBL-AG-BEQP	Cable specifically designed to monitor powered equipment with two digital inputs and CANbus support. Samsara, Inc - CBL-AG-BEQP	NSP	COOP	25	$0.00
18	CBL-VG-COBDII-Y0S-1195	Enhanced Universal OBD-Y2 Cable Samsara, Inc - CBL-VG-COBDII-Y0S	NSP	COOP	25	$0.00
19	CBL-VG-COBDII-Y2-1195	Enhanced VG Series OBDII J1962 L-mount cable for use with vehicles which use secondary CAN on pins 1 and 9 (including Ram Promaster) Samsara, Inc - CBL-VG-COBDII-Y2	NSP	COOP	25	$0.00
20	CBL-VG-CRP1226-1195	Enhanced VG Series RP1226 cable for use with 2019+ Peterbilt, Freightliner, Volvo, Mack or Kenworth vehicles equipped with an RP1226 port. Samsara, Inc - CBL-VG-CRP1226	NSP	COOP	25	$0.00
		HARDWARE & ACCESSORIES SUBTOTAL:				$0.00
		YEAR 1 LICENSES				
21	LIC-VG-PREMIER-PS	Telematics Premier Public Sector tier Samsara, Inc - LIC-VG-PREMIER-PS	$190.37	COOP	495	$94,233.15
22	LIC-CM-D-ENTERPRISE	Safety Enterprise (Dual Camera) Samsara, Inc - LIC-CM-D-ENTERPRISE	$473.62	COOP	302	$143,033.24
23	LIC-AG-PWR-PLUS	Premium asset tracking license for AG52/AG53, backward compatible with AG26. Includes all basic functionality and adds advanced use cases, including CAN connectivity and equipment support. Samsara, Inc - LIC-AG-PWR-PLUS	$196.60	COOP	168	$33,028.80
24	LIC-TRLR-PREM	License for Smart Trailer - Premium Samsara, Inc - LIC-TRLR-PREM	$140.43	COOP	99	$13,902.57
25	LIC-MC-AIM4	License for the AI Multicam, next gen Camera Connector HW-MC-AIM4 Samsara, Inc - LIC-MC-AIM4	$551.49	COOP	76	$41,913.24
		YEAR 1 LICENSES SUBTOTAL:				$326,111.00
		ALPHA INSTALLATION				
46	CON-PRCN-1195	Professional Services Alpha Installation (Samsara Credit) Carahsoft Technology Corporation - CON-PRCN	$0.00	COOP	1	$0.00
		ALPHA INSTALLATION SUBTOTAL:				$0.00

PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8585 | FAX (703) 871-8505
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE		QTY	EXTENDED PRICE
		SUBTOTAL:					$326,111.00
			TOTAL PRICE:				**$326,111.00**
			SHIPPING AMOUNT:				**$4,949.00**
			TOTAL QUOTE:				**$331,060.00**

FUTURE YEARS PRICING

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE		QTY	EXTENDED PRICE
		YEAR 2 LICENSES					
26	LIC-VG-PREMIER-PS	Telematics Premier Public Sector tier Samsara, Inc - LIC-VG-PREMIER-PS		$190.38	COOP	495	$94,238.10
27	LIC-CM-D-ENTERPRISE	Safety Enterprise (Dual Camera) Samsara, Inc - LIC-CM-D-ENTERPRISE		$473.62	COOP	302	$143,033.24
34	LIC-AG-PWR-PLUS	Premium asset tracking license for AG52/AG53, backward compatible with AG26. Includes all basic functionality and adds advanced use cases, including CAN connectivity and equipment support. Samsara, Inc - LIC-AG-PWR-PLUS		$196.60	COOP	168	$33,028.80
38	LIC-TRLR-PREM	License for Smart Trailer - Premium Samsara, Inc - LIC-TRLR-PREM		$140.43	COOP	99	$13,902.57
42	LIC-MC-AIM4	License for the AI Multicam, next gen Camera Connector HW-MC-AIM4 Samsara, Inc - LIC-MC-AIM4		$551.49	COOP	76	$41,913.24
		YEAR 2 LICENSES SUBTOTAL:					$326,115.95
		YEAR 3 LICENSES					
28	LIC-VG-PREMIER-PS	Telematics Premier Public Sector tier Samsara, Inc - LIC-VG-PREMIER-PS		$190.38	COOP	495	$94,238.10
29	LIC-CM-D-ENTERPRISE	Safety Enterprise (Dual Camera) Samsara, Inc - LIC-CM-D-ENTERPRISE		$473.62	COOP	302	$143,033.24
35	LIC-AG-PWR-PLUS	Premium asset tracking license for AG52/AG53, backward compatible with AG26. Includes all basic functionality and adds advanced use cases, including CAN connectivity and equipment support. Samsara, Inc - LIC-AG-PWR-PLUS		$196.60	COOP	168	$33,028.80
39	LIC-TRLR-PREM	License for Smart Trailer - Premium Samsara, Inc - LIC-TRLR-PREM		$140.43	COOP	99	$13,902.57
43	LIC-MC-AIM4	License for the AI Multicam, next gen Camera Connector HW-MC-AIM4 Samsara, Inc - LIC-MC-AIM4		$551.49	COOP	76	$41,913.24
		YEAR 3 LICENSES SUBTOTAL:					$326,115.95
		YEAR 4 LICENSES					
30	LIC-VG-PREMIER-PS	Telematics Premier Public Sector tier Samsara, Inc - LIC-VG-PREMIER-PS		$190.38	COOP	495	$94,238.10
31	LIC-CM-D-ENTERPRISE	Safety Enterprise (Dual Camera) Samsara, Inc - LIC-CM-D-ENTERPRISE		$473.62	COOP	302	$143,033.24

FUTURE YEARS PRICING

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE		QTY	EXTENDED PRICE
36	LIC-AG-PWR-PLUS	Premium asset tracking license for AG52/AG53, backward compatible with AG26. Includes all basic functionality and adds advanced use cases, including CAN connectivity and equipment support. Samsara, Inc - LIC-AG-PWR-PLUS	$196.60	COOP	168	$33,028.80
40	LIC-TRLR-PREM	License for Smart Trailer - Premium Samsara, Inc - LIC-TRLR-PREM	$140.43	COOP	99	$13,902.57
44	LIC-MC-AIM4	License for the AI Multicam, next gen Camera Connector HW-MC-AIM4 Samsara, Inc - LIC-MC-AIM4	$551.49	COOP	76	$41,913.24
		YEAR 4 LICENSES SUBTOTAL:				$326,115.95
		YEAR 5 LICENSES				
32	LIC-VG-PREMIER-PS	Telematics Premier Public Sector tier Samsara, Inc - LIC-VG-PREMIER-PS	$190.38	COOP	495	$94,238.10
33	LIC-CM-D-ENTERPRISE	Safety Enterprise (Dual Camera) Samsara, Inc - LIC-CM-D-ENTERPRISE	$473.62	COOP	302	$143,033.24
37	LIC-AG-PWR-PLUS	Premium asset tracking license for AG52/AG53, backward compatible with AG26. Includes all basic functionality and adds advanced use cases, including CAN connectivity and equipment support. Samsara, Inc - LIC-AG-PWR-PLUS	$196.60	COOP	168	$33,028.80
41	LIC-TRLR-PREM	License for Smart Trailer - Premium Samsara, Inc - LIC-TRLR-PREM	$140.43	COOP	99	$13,902.57
45	LIC-MC-AIM4	License for the AI Multicam, next gen Camera Connector HW-MC-AIM4 Samsara, Inc - LIC-MC-AIM4	$551.49	COOP	76	$41,913.24
		YEAR 5 LICENSES SUBTOTAL:				$326,115.95
		FUTURE YEARS PRICING SUBTOTAL:				$1,304,463.80

License Term

The license term for the Samsara Software licenses purchased under this Order Form begins on the day Samsara activates the applicable Samsara Software license by providing you a claim number and access to the Hosted Software ("License Start Date). If Hardware associated with a then-unactivated Samsara Software license will be shipped to you under this Order Form, such Samsara Software license will be activated on the day the Samsara Hardware ships. Notwithstanding the foregoing, if you are renewing the license term for a previously-activated Samsara Software license under this Order Form, the License Start Date for the renewal license term shall be the day that Samsara extends your access to the Hosted Software for the renewal license term. Samsara Hardware requires a valid license to function.
Samsara may ship Hardware under this Order Form subject to a schedule as mutually agreed between the Parties or as determined by Samsara. To the extent such Hardware is associated with then-unactivated Samsara Software licenses, the Samsara Software license term for each such Hardware device will start on the day that device ships regardless of the shipment schedule for the other such Hardware devices. If all such Hardware is shipped in one shipment, the license term for all such Hardware will be the full license term under this Order Form. If such Hardware is shipped in multiple shipments, only the license term of such Hardware in the initial shipment will be such full license term. The license term of the remaining such Hardware shipped after the initial shipment will be set to match the then-remaining license term of the initial shipment, so that the license term for all such Hardware under this Order Form expires on the same date. The total cost of the licenses for such Hardware shipped after the initial shipment will be pro-rated based on their actual license term, rounded up to the nearest month, as compared to the full license term under this Order Form. Certain payment amounts under this Order Form assume that the entire order is fulfilled at the same time and are subject to potential reduction based on the actual schedule of order fulfillment.

Support and Warranty

Samsara stands behind its Products. Hardware Products that require a valid license to function come with a warranty that lasts as long as you maintain a valid license for such Hardware. All other Hardware Products, such as accessories, come with a one-year warranty, unless otherwise specified on the relevant Samsara data sheet. During the warranty period, Hardware exhibiting material defects will be replaced pursuant to our Hardware Warranty & RMA policy at www.samsara.com/support/hardware-warranty. Additional support information can be found at www.samsara.com/support.

Terms
Unless otherwise set forth herein, your use and access of the Hardware, Products, and Services specified herein are governed by Samsara's terms of service found at https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service/, unless the Parties have entered into a separate terms of service agreement and/or a separate terms of service agreement is attached to this Order Form, in which case such separate terms of service agreement shall govern (the 'Terms of Service'). You agree to be bound by the Terms of Service, and any capitalized terms not defined herein shall have the meaning set forth in the Terms of Service. You further agree that any other Order Forms you enter into for the purchase of Products shall also be governed by
the Terms of Service unless otherwise set forth in the applicable Order Form. For clarity, unless otherwise agreed by the Parties or approved by Samsara, the pricing and payment terms under this Order Form shall not apply to any such other Order Forms.

Dept./unit#/vin#/plate#

101-0160-417.0824	**COMMUNICATIONS**					
15125	15125	2015 FORD TRANSIT	2015	1FTNE1CM2FKA54733	1197429	
204-0458-453.0824	**ROSE HILL CEMETERY**					
01086	01086	1976 SNOCO TRAILER	1976	3666	92826	
02089	2089	2021 BIG TEX TRAILER	2021	16V1D1923M5017732	9134743	
08502	08502	2008 TORO 3200	2008	270000891	n/a	
10228	10228	2010 FORD F250 CC TRUCK	2010	1FTSW2A59AEA95675	1466402	
11510	11510	2011 KUBOTA 3200 TRACTOR	2011	61983	n/a	
14503	14503	EXMARK 60" MOWER	2014	313635300	n/a	
14618	14618	2015 FREIGHTLINER M2106	2015	1FVACWDT1FHGB9786	1166716	
15460	15460	2015 TORO CART	2015	315001068	n/a	
18039	18039	2019 SALVATION 20"TRAILER	2019	7GG1U2028KW004461	117568K	
20504	20504	2020 EXMARK 52"	2020	40341553	n/a	
24311	24311	2024 F250 CREW CAB 4X2	2024	1FD7W2AA0REF11137	1608828	
219-0464-452.0824	**MAINSTREET**					
09204	09204	2009 CHEVROLET COLORADO	2009	1GCCS19E098147431	1066135	
14554	14554	2014 JOHN DEERE GATOR	2014	FE290D866713	n/a	
24372	24372	2024 FORD RANGER	2024	1FTER4PH8RLE48920	1612079	
276-0983-811.0824	**NBS - STATE/ FED GRANT**					
11261	11261	2011 DODGE CARAVAN	2011	2D4RN4DG1BR696502	1116022	
11264	11264	2011 DODGE 1500 CC TRUCK	2011	1D7RB1GP9BS677152	1116031	
17242	17242	2017 NISSAN ALTIMA	2017	1N4AL3AP9HC274791	1367890	
24238	24238	2024 BUICK ENVISTA	2024	KL47LAE21RB081575	1583857	
286-0905-811.0824	**TRANSIT**					
16990	16990	2016 CHEVY ARBOC 30FT BUS	2016	1GB6GUBG0G1309435	1363354	
16991	16991	2016 CHEVY ARBOC 30FT BUS	2016	1GB6GUBG4G1312161	1363352	
16993	16993	2016 CHEVY ARBOC 30FT BUS	2016	1GB6GUBG0G1309211	1363353	
17974	17974	2017 FRD E350 ALLSTAR BUS	2017	1FDEE3FS8HDC17958	1363389	
18960	18960	2018 DODGE CARAVAN	2018	2C4RDGBG9JR285514	1403432	
18976	18976	2018 FORD E450 STARCRAFT	2018	1FDFE4FS6JDC22737	1389515	
18978	18978	2017 RAM PROMASTER VAN	2017	3C6URVUG9HE530070	1372881	
20961	20961	2020 SILVERADO 2500 4WD	2020	1GB3YLE7XLF330313	1466432	
20971	20971	2019 RAM PROMASTER VAN	2019	3C6URVUG3KE553433	1430544	
20972	20972	2019 RAM PROMASTER VAN	2019	3C6URVUG1KE560333	1554670	
20981	20981	2020 CHEVY ARBOC BUS	2020	1HA6GUBBXLN003521	1566387	
20982	20982	2020 CHEVY ARBOC BUS	2020	1HA6GUBB3LN003540	1566386	
20984	20984	2020 CHEVY ARBOC BUS	2020	1HA6GUBB0LN003494	1612091	
21364	21364	2021 CHEVY TRAVERSE	2021	1GNERFKW0MJ182614	1466431	
21967	21967	2021 GILLIG BUS	2021	15GGE2712M3094051	1443822	
22968	22968	2022 GILLIG BUS	2022	15GGE2714N3094165	1612092	
23970	23970	2022 3500 PROMASTER	2022	3C7WRVLG6NE131618	1580087	
23992	23992	2022 CHEVY ARBOC 30FT BUS	2022	1HA6GUB71NN011957	1575191	
24965	24965	2023 RAM PROMASTER VAN	2023	3C6MRVJG3PE520816	1612102	
24966	24966	2023 3500 PROMASTER	2023	3C7WRVLG1PE573841	1612086	
24969	24969	2024 3500 PROMASTER	2024	3C7WRVLGXPE573837	1612087	
24975	24975	2023 RAM PROMASTER VAN	2023	3C6MRVJG6PE520809	1608831	

24977	24977	2023 3500 PROMASTER	2023	3C7WRVLG0PE553564	1607473				
24979	24979	2023 3500 PROMASTER	2023	3C7WRVLG1PE530035	1607472				
24980	24980	2023 3500 PROMASTER	2023	3C7WRVLG2PE573816	1607466				
24983	24983	2023 RAM PROMASTER VAN	2023	3C6MRVUG2PE531740	1612103				
25985	25985	2023 RAM PROMASTER VAN	2023	3C6MRVUG7PE544130	1625844				
25986	25986	2023 RAM PROMASTER VAN	2023	3C6MRVUG1PE527940	1625845				
25987	25987	2023 CHRYSLER VOYAGER	2023	2C4RC1CG4PR598039	1625836				
25988	25988	2023 CHRYSLER VOYAGER	2023	2C4RC1CG5PR588197	1619674				
101-0310-421.0824	**POLICE**								
00068	00068	2003 JOHN DEERE GATOR	2003	W004X2X096289	JD	LE	AT	N/A	
00349	00349	2004 FORD E150 VAN	2004	1FTRE14W44HA77359	FRD	PP	VN	1221	
00367	00367	2005 CHEVROLET VAN	2005	1GBJG31U251204677	GM	PV	PP	1290	
01022	01022	2001 COKER TRAILER	2001	106170136	COK	TL	TL	9152515	
01200	01200	2001 GMC VAN30	2001	5B4JP42RX13325389	GM	PP	PP	798351	
03073	03073	2003 PARKER MOTORCYCLE TL	2003	13ZMT101531001418	PAR	TL	TL		
08204	08204	2008 FORD E-250 EXT. VAN	2008	1FTNS24W68DA56880	FRD	PP	VN	10	
08208	08208	2007 DAYBREAK MOTOR HOME	2007	1F6NF53Y170A08723	DA	MH	MH		
08515	08515	2008 YAMAHA 700 FI RHINO	2008	5Y4AM23Y48A000344	YA	LE	AT	N/A	
10242	10242	2010 FORD F550 ARMOR TK	2010	1FDAF5HR1AEB36771	FRD	MT	HT	1	
10504	10504	POLARIS SPORTSMAN 4-WH	2000	4XACH50A4XA018623	POL	LE	AT		
11260	11260	2011 FORD F150 TRUCK	2011	1FTNF1CF6BKD31747	FRD	LT	PU	111	
12292	12292	2012 CHEVY 1500 EC TRUCK	2012	1GCRCPE07CZ298420	GM	LT	PU	1	
14120	14120	2014 FORD FUSION	2014	1FA6P0G75E5377822	FRD	PV	AM	CXR3	
15090	15090	SPEED RADAR TRAILER	2015	1P91H0715FG301879	NA	TL	S	90364	
15091	15091	SPEED RADAR TRAILER	2015	1P91H0713FG301878	NA	TL	S	90364	
15109	15109	2015 FORD FUSION	2015	3FA6P0G71FR269972	FRD	PV	AM	FHL32	
15111	15111	2015 FORD FUSION	2015	3FA6P0G75FR269974	FRD	PV	AM	FHL32	
15800	15800	2015 FORD EXPLORER PPV	2015	1FM5K8AR2FGB83733	FRD	PP	PP	1	
16107	16107	2016 FORD FUSION	2016	3FA6P0G71GR317844	FRD	PV	AM	HHH1	
16120	16120	2016 FORD FUSION	2016	3FA6P0G7XGR317843	FRD	PV	AM	HHH1	
16125	16125	2016 FORD FUSION	2016	3FA6P0G73GR317845	FRD	PV	AM	HHH1	
16127	16127	2016 FORD FUSION	2016	3FA6P0G78GR317842	FRD	PV	AM	HHH1	
16128	16128	2016 FORD FUSION	2016	3FA6P0G76GR317841	FRD	PV	AM	HHH1	
16813	16813	2016 FORD F150 CREW CAB	2016	1FTEW1CF2GKD59231	FRD	LT	PU		
16815	16815	2016 FORD EXPLORER PPV	2016	1FM5K8AR5GGB97031	FRD	PP	SV		
17061	17061	2017 HARLEY DAVIDSON	2017	1HD1FMC15HB651864	HD	MC	MC	XY	
17064	17064	2017 HARLEY DAVIDSON	2017	1HD1FMC10HB652937	HD	MC	MC	XY	
17094	17094	SPEED RADAR TRAILER	2017	1P91F0614HG301530	NA	TL	S	91383	
17107	17107	2017 NISSAN ALTIMA	2017	1N4AL3AP4HC498891	NIS	PV	AM	KMM9	
17120	17120	2017 FORD FUSION	2017	3FA6P0G70HR286782	FRD	PV	AM	JHK7	
17184	17184	2017 TOYOTA 4X4	2017	5TFDZ5BN6HX020771	TOY	LT	PU	RWH8	
18096	18096	2018 12FT COKER TRAILER	2018	1272041871	COK	TL	TL		
18108	18108	2018 NISSAN ALTIMA	2018	1N4AL3AP0JC112621	NIS	PV	AM	KYB06	
18113	18113	2018 MAZADA6 SPORT	2018	JM1GL1UM8J1311289	MAZ	PV	AM	STF	
18204	18204	2018 FORD TRANSIT 150 LR	2018	1FTYE1YM2JKA69084	FRD	PP	VN	13	
19058	19058	2019 HARLEY DAVIDSON	2019	1HD1FMP16KB642401	HD	MC	MC	51	
19062	19062	2019 HARLEY DAVIDSON	2019	1HD1FMP19KB639749	HD	MC	MC	51	
19097	19097	2019 12FT FALCON TRAILER	2019	432SA1213K1004338	FLA	TL	TL	910	
19100	19100	2019 FORD FUSION	2019	3FA6P0G76KR203251	FRD	PV	AM	LZM7	

19105	19105	2019 RAM 1500 CREW	2019	1C6RR6KT8KS584119	CHY	LT PU	LPN
19114	19114	2019 CHEVY 1500 CREW	2019	1GCPWAEF5KZ226260	GM	LT PU	LT
19118	19118	2019 F150 CREWCAB	2019	1FTEW1C4XKKC42469	FRD	LT PU	TKH
19119	19119	2019 FORD FUSION	2019	3FA6P0G77KR132819	FRD	PV AM	MNW
19129	19129	2019 FORD FUSION	2019	3FA6P0G7XKR185918	FRD	PV AM	LXB1
19250	19250	2019 FORD FUSION	2019	3FA6P0G76KR189660	FRD	PV AM	LXB2
19879	19879	2019 DODGE CHARGER POLICE	2019	2C3CDXAT8KH558460	CHY	PP	P
19880	19880	2019 DODGE CHARGER POLICE	2019	2C3CDXAT5KH558464	CHY	PP	P
20060	20060	2020 HARLEY-DAVIDSON	2020	1HD1FMP14LB656234	HD	MC	MC 51
20093	20093	2019 STALKER SAM11	2019	7L31F6215LG000021	STA	TL	S 913836
20106	20106	2020 FORD FUSION SEDAN	2020	3FA6P0G78LR207061	FRD	PV	NFV
20113	20113	2020 FORD FUSION	2020	3FA6P0G78LR169119	FRD	PV AM	RGF8
20121	20121	2020 FORD FUSION SEDAN	2020	3FA6P0G7XLR188335	FRD	PV AM	N
20123	20123	2020 CHEV MALIBU	2020	1G1ZB5ST2LF083317	CHE	PV	NWL682
20124	20124	2020 FORD FUSION SEDAN	2020	3FA6P0G75LR198884	FRD	PV AM	N
20132	20132	2020 FORD FUSION SEDAN	2020	3FA6P0G70LR206941	FRD	PV	NJJ
20245	20245	2020 CHEVY 1500 DBL 4WD	2020	3GCUYAEF2LG215148	CHE	LT PU	N
20260	20260	2020 CHEVROLET 1500 2WD	2020	1GCRWAEF7LZ268245	CHE	LT PU	
20808	20808	2020 TAHOE 2WD	2020	1GNLCDEC3LR192987	CHE	PP PP	14438
20825	20825	2020 TAHOE 2WD	2020	1GNLCDEC9LR191200	CHE	PP PP	14438
20847	20847	2020 TAHOE 2WD	2020	1GNLCDEC2LR192253	CHE	PP PP	14438
20859	20859	2020 TAHOE 2WD	2020	1GNLCDEC7LR192832	CHE	PP PP	14279
20860	20860	2020 TAHOE 2WD	2020	1GNLCDEC0LR190713	CHE	PP PP	14438
20866	20866	2020 TAHOE 2WD	2020	1GNLCDEC4LR193033	CHE	PP PP	14279
20869	20869	2020 TAHOE 2WD	2020	1GNLCDEC7LR193057	CHE	PP PP	14279
20870	20870	2020 TAHOE 2WD	2020	1GNLCDEC9LR192881	CHE	PP PP	14268
21115	21115	2021 NISSAN SENTRA	2021	3N1AB8CV3MY305981	NIS	PV AM	RCJ
21121	21121	2021 NISSAN SENTRA	2021	3N1AB8CV5MY290769	NIS	PV AM	RCJ
21122	21122	2021 MAZDA3	2021	JM1BPALL4M1401339	MAZ	PV AM	RFR7207
21203	21203	2021 MAZDA CX-5	2021	JM3KFBCM9M0485768	MAZ	PV AM	RGF8
21801	21801	2021 FORD EXPLORER PPV	2021	1FM5K8AB7MGA65533	FRD	PP PP	
21802	21802	2021 FORD EXPLORER PPV	2021	1FM5K8AB1MGA65530	FRD	PP PP	
21807	21807	2021 FORD EXPLORER PPV	2021	1FM5K8AB0MGA65535	FRD	PP PP	
21811	21811	2021 FORD EXPLORER PPV	2021	1FM5K8AB9MGA65534	FRD	PP PP	
21852	21852	2021 DODGE CHARGER POLICE	2021	2C3CDXAT2MH667743	CHY	PP	F
21872	21872	2021 FORD EXPLORER PPV	2021	1FM5K8AB3MGA65531	FRD	PP PP	
21876	21876	2021 FORD EXPLORER PPV	2021	1FM5K8AB5MGA65532	FRD	PP PP	
21878	21878	2021 FORD EXPLORER PPV	2021	1FM5K8AB4MGA65537	FRD	PP PP	
21887	21887	2021 DODGE CHARGER POLICE	2021	2C3CDXAT3MH663992	CHY	PP	F
22067	22067	2022 LIBERTY CART	2022	EZGSPBCPHN3546878	LIB	V267A	
22112	22112	2022 NISSAN SENTRA	2022	3N1AB8CV6NY227682	NIS	PV AM	RGF
22116	22116	2022 NISSAN SENTRA	2022	3N1AB8CV8NY232429	NIS	PV AM	RGF
22133	22133	2022 NISSAN SENTRA	2022	3N1AB8CV2NY238355	NIS	PV AM	RSH
22134	22134	2022 NISSAN SENTRA	2022	3N1AB8CV4NY233609	NIS	PV AM	RSH
22215	22215	2022 F-150 SUPERCREW	2022	1FTEW1CBXNKE91471	FRD	LT PU	SI
22271	22271	2022 F-150 SUPERCREW	2022	1FTEW1CB0NKE91334	FRD	LT PU	SF
22803	22803	2022 FORD EXPLORER PPV	2022	1FM5K8AB9NGA28291	FRD	PP PP	
22804	22804	2022 FORD EXPLORER PPV	2022	1FM5K8AB9NGA28548	FRD	PP PP	
22805	22805	2022 F150 SUPERCREW	2022	1FTEW1CB3NKE91554	FRD	LT PU	15

22806	22806	2022	GMC TERRAIN	2022	3GKALMEV1NL202187	GM	PV	AM	TKH8
22809	22809	2022	FORD EXPLORER PPV	2022	1FM5K8AB9NGA28677	FRD	PP	PP	
22814	22814	2022	F-150 SUPERCREW	2022	1FTEW1CB1NKE91309	FRD	LT	PU	13
22818	22818	2022	FORD EXPLORER PPV	2022	1FM5K8AB7NGA28662	FRD	PP	PP	
22820	22820	2022	FORD EXPLORER PPV	2022	1FM5K8AB2NGA28715	FRD	PP	PP	
22821	22821	2022	FORD EXPLORER PPV	2022	1FM5K8AB6NGA28376	FRD	PP	PP	
22823	22823	2022	FORD EXPLORER PPV	2022	1FM5K8AB5NGA28403	FRD	PP	PP	
22826	22826	2022	FORD EXPLORER PPV	2022	1FM5K8AB3NGA27590	FRD	PP	PP	
22830	22830	2022	FORD EXPLORER PPV	2022	1FM5K8AB4NGA28148	FRD	PP	PP	
22858	22858	2022	FORD EXPLORER PPV	2022	1FM5K8AB8NGA29268	FRD	PP	PP	
22874	22874	2022	FORD EXPLORER PPV	2022	1FM5K8ABXNGA28669	FRD	PP	PP	
22877	22877	2022	FORD EXPLORER PPV	2022	1FM5K8AB5NGA28658	FRD	PP	PP	
23584	23584	2023	REDMAX MOWER	2023	092122C004774	RED	LE	LM	
23812	23812	2023	EXPLORER PPV	2023	1FM5K8AB8PGB61224	FRD	PP	PP	1583
23817	23817	2023	EXPLORER PPV	2023	1FM5K8AB9PGB59496	FRD	PP	PP	1583
23820	23820	2023	EXPLORER PPV	2023	1FM5K8AB0PGB68359	FRD	PP	PP	1583
23824	23824	2023	EXPLORER PPV	2023	1FM5K8AB5PGB60872	FRD	PP	PP	1583
23831	23831	2023	EXPLORER PPV	2023	1FM5K8AB2PGB61896	FRD	PP	PP	1583
23832	23832	2023	EXPLORER PPV	2023	1FM5K8AB5PGB59950	FRD	PP	PP	1583
23833	23833	2023	EXPLORER PPV	2023	1FM5K8AB5PGB59530	FRD	PP	PP	1583
23834	23834	2023	EXPLORER PPV	2023	1FM5K8AB6PGB61612	FRD	PP	PP	1583
23835	23835	2023	EXPLORER PPV	2023	1FM5K8AB2PGB59968	FRD	PP	PP	1583
23837	23837	2023	EXPLORER PPV	2023	1FM5K8AB8PGB60848	FRD	PP	PP	1583
23838	23838	2023	EXPLORER PPV	2023	1FM5K8AB4PGC19653	FRD	PP	PP	1583
23839	23839	2023	EXPLORER PPV	2023	1FM5K8AB3PGC19143	FRD	PP	PP	1583
23840	23840	2023	EXPLORER PPV	2023	1FM5K8AB4PGC19006	FRD	PP	PP	1583
23841	23841	2023	EXPLORER PPV	2023	1FM5K8AB3PGC19420	FRD	PP	PP	1583
23842	23842	2023	EXPLORER PPV	2023	1FM5K8AB3PGC20535	FRD	PP	PP	1583
23843	23843	2023	EXPLORER PPV	2023	1FM5K8AB9PGC20670	FRD	PP	PP	1583
23844	23844	2023	EXPLORER PPV	2023	1FM5K8AB8PGC18845	FRD	PP	PP	1583
23845	23845	2023	EXPLORER PPV	2023	1FM5K8AB3PGC19014	FRD	PP	PP	1583
23846	23846	2023	EXPLORER PPV	2023	1FM5K8AB6PGC19749	FRD	PP	PP	1583
23848	23848	2023	EXPLORER PPV	2023	1FM5K8AB5PGC21511	FRD	PP	PP	1583
23849	23849	2023	EXPLORER PPV	2023	1FM5K8AB4PGC18745	FRD	PP	PP	1583
23850	23850	2023	EXPLORER PPV	2023	1FM5K8AB4PGC18969	FRD	PP	PP	1583
23851	23851	2023	EXPLORER PPV	2023	1FM5K8AB2PGC20025	FRD	PP	PP	1583
23881	23881	2023	EXPLORER PPV	2023	1FM5K8AB5PGC19113	FRD	PP	PP	1583
23885	23885	2023	EXPLORER PPV	2023	1FM5K8AB7PGC20263	FRD	PP	PP	1583
24098	24098	2024	FALCON 3100 TRAILER	2024	1L9FE1017PW492912	MPS	TL	CA	91
24099	24099	2024	STALKER SAMII	2024	7L31F6219PG001498	STA	TL	S	9145342
24101	24101	2024	BUICK ENVISTA	2024	KL47LAE21RB027080	BU	PV	AM	TKH82
24246	24246	2024	BUICK ENVISTA	2024	KL47LAE26RB033618	BU	PV	AM	TKJ72
24349	24349	2024	CHEVROLET 1500 4X4	2024	3GCUD4ED7RG375899	CHE	PP	PU	1
24362	24362	2024	BUICK ENVISTA	2024	KL47LAE20RB155732	BU	PV	AM	159416
24810	24810	2024	TAHOE 4X4	2024	1GBSKLED6RR328942	CHE	PP	PP	159424
24816	24816	2024	TAHOE 4X4	2024	1GBSKLED7RR219891	CHE	PP	PP	159421
24822	24822	2024	TAHOE 4X4	2024	1GBSKLED8RR221116	CHE	PP	PP	159421
24827	24827	2024	CHEVROLET 1500 4X4	2024	3GCUD4EDXRG265249	CHE	PP	PU	
24828	24828	2024	CHEVROLET 1500 4X4	2024	3GCUD4ED5RG265742	CHE	PP	PU	1

24829	24829	2024 CHEVROLET 1500 4X4	2024	3GCUD4ED1RG266158	CHE	PP	PU		
24853	24853	2024 CHEVROLET 1500 4X4	2024	3GCUD4ED8RG265024	CHE	PP	PU		
24857	24857	2024 TAHOE 4X4	2024	1GBSKLED5RR222417	CHE	PP	PP	159421	
24859	24859	2024 TAHOE 4X4	2024	1GBSKLED7RR328996	CHE	PP	PP	159424	
24865	24865	2024 TAHOE 4X4	2024	1GBSKLED1RR329285	CHE	PP	PP	159424	
24872	24872	2024 TAHOE 4X4	2024	1GBSKLED3RR222402	CHE	PP	PP	159421	
24873	24873	2024 TAHOE 4X4	2024	1GBSKLED0RR329357	CHE	PP	PP	159424	
24875	24875	2024 TAHOE 4X4	2024	1GBSKLED6RR328973	CHE	PP	PP	159424	
24879	24879	2024 TAHOE 4X4	2024	1GBSKLED2RR329571	CHE	PP	PP	159424	
24882	24882	2024 CHEVROLET 1500 4X4	2024	3GCUD4ED8RG265170	CHE	PP	PU		
24883	24883	2024 TAHOE 4X4	2024	1GBSKLED6RR220708	CHE	PP	PP	159421	
24884	24884	2024 TAHOE 4X4	2024	1GBSKLED9RR220489	CHE	PP	PP	159421	
24886	24886	2024 CHEVROLET 1500 4X4	2024	3GCUD4ED5RG265448	CHE	PP	PU		
24888	24888	2024 TAHOE 4X4	2024	1GBSKLED7RR219860	CHE	PP	PP	159421	
24889	24889	2024 TAHOE 4X4	2024	1GBSKLED5RR219808	CHE	PP	PP	159421	
24890	24890	2024 TAHOE 4X4	2024	1GBSKLED0RR222387	CHE	PP	PP	159421	
25111	25111	2025 FORD ESCAPE	2025	1FMCU0GN9SUA74933	FRD	PV	AM	161	
25135	25135	2025 FORD ESCAPE	2025	1FMCU0GN1SUA74666	FRD	PV	AM	161	
25136	25136	2025 FORD ESCAPE	2025	1FMCU0GN6SUA74727	FRD	PV	AM	161	
25137	25137	2025 FORD ESCAPE	2025	1FMCU0GN1SUA75042	FRD	PV	AM	VSY	
25813	25813	2025 COLORADO CREW CAB	2025	1GCPSBEK1S1187857	CHE	LT	PU		
25836	25836	2025 TAHOE 4X4	2025	1GNS6UED5SR299145	CHE	PP	PP	161794	
101-0320-422.0824		**FIRE DEPT**							
00002	00002	2006 SPARTAN	2006	4S7AU2F916C053936	SPA	FT	FT	1389514	
00006	00006	2006 E-1 ARFF TRUCK	2006	4ENGAAA8X61001052	TI	FT	FT	NA	
00010	00010	2007 CRIMSON GLADIATOR	2007	4S7AU2F997C055340	CRI	FT	FT	12	
00016	00016	2000 PIERCE LADDER	2000	4P1CT02S0YA000631	PI	FT	FT	792580	
01042	01042	1995 FALCON TRAILER	1995	43236242951001736	FLA	TL	TL	973777	
01043	01043	2006 WELLS TRAILER	2006	1W4200H2872058959	WEL	TL	TL	90160	
08047	08047	2008 CHEVY 2 TON TK	2008	1GBE5E1G08F417261	CHE	HT	FB	1363	
09001	09001	2008 CRIMSON GLADIATOR	2008	4S7AU2P918C069894	CRI	FT	FT	10	
09002	09002	2008 CRIMSON GLADIATOR	2009	4S7AU2P938C069895	CRI	FT	FT	10	
09006	09006	2009 CRIMSON GLADIATOR	2009	4S7AU2P958C069896	CRI	FT	FT	10	
09008	09008	2009 CRIMSON GLADIATOR	2009	4S7AU2P978C069897	CRI	FT	FT	13	
09071	09071	2009 HOMEMADE FB TRAILER	2009	187710096332	COK	TL	TL	9016	
11076	11076	SHOP MADE TRAILER U1	1990	11076	HHM	TL	TL	N/A	0
11113	11113	2012 HONDA ACCORD	2012	1HGCP2F38CA025881	HON	PV	AM	13	
12296	12296	2011 FORD F350 BRUSH TK	2011	1FDRF3H66CEB09002	FRD	MT	FT	1	
13071	13071	2011 RESPONSE TRAILER	2011	1W9BE202XBW495091	NA	TL	RT	90	
14011	14011	2013 SPARTAN L-1	2013	4S7AX2E91DC077434	SPA	FT	FT	117995	
14012	14012	2013 SPARTAN L-2	2013	4S7AX2E9XDC077433	SPA	FT	FT	117995	
14013	14013	2013 SPARTAN	2013	4S7AU2D93DC078241	SPA	FT	FT	1179960	
14081	14081	2014 FIRE COMMAND TRL	2014	1P9GC3823EW280584	TRA	TL	TL	90	
15351	15351	2015 CHEVY TAHOE	2015	1GNLC2EC1FR576775	CHE	PV	SV	1192	
16051	16051	2005 UTILITY TRAILER	2005	4LAAH252255034000	NA	TL	TL	903810	
17109	17109	2017 FORD EXPLORER PPV	2017	1FM5K8ARXHGA89277	FRD	PP	PP		
17110	17110	2017 FORD EXPLORER PPV	2017	1FM5K8AR1HGA89278	FRD	PP	PP		
17269	17269	2017 FORD F350 CREWCAB	2017	1FT8W3A68HEE73679	FRD	MT	UT		
18151	18151	2018 NISSAN ALTIMA	2018	1N4AL3AP6JC474551	NIS	PV	AM	13722	

18331	18331	2018 CHEVY TAHOE	2018	1GNLCDECXJR335687	CHE	PV SV 1389			
19007	19007	2019 PIERCE ENFORCER	2019	4P1BAAFF2KA020729	PI	FT FT 1419			
19021	19021	2019 F-450 4X4 CREW CAB	2019	1FD0W4HT9KEE25769	FRD	MT BT 14			
19041	19041	CARGO CRAFT RED TRAILER	2019	4D6EB1620KC053287	CCE	TL TL 9			
19678	19678	2019 FORD F-450	2019	1FD0W4GT5KEE25768	FRD	MT FB 141226			
19679	19679	2019 FORD F-450 4X4	2019	1FD0W4HT3KEG52939	FRD	MT FB 1426			
20009	20009	2021 PIERCE PUMPER	2021	4P1BAAFF9MA022416	PI	FT FT 14437			
20026	20026	2021 CHEVY 1500	2021	1GCPWAEF0MZ147498	CHE	LT PU 14438			
20046	20046	2021 CARGO MATE TRAILER	2021	5NHUEH620MY086473	CRM	TL TL 9			
21224	21224	2021 CHEVY 2500 2WD	2021	1GC4WLE72MF170323	CHE	MT PU 157			
21351	21351	2021 CHEVY 2500 2WD	2021	1GC4WLE74MF170176	CHE	MT PU 143			
22025	22025	2022 OSHKOSH STRIKER	2022	10TADLJF0NA815552	OSH	FT FT			
22047	22047	2023 BIG TEX TRAILER	2023	16V1U1313P2252007	BIG	TL TL 913838			
22227	22227	2022 F-350 CREW CAB	2022	1FT8W3BT2NEF86754	FRD	MT PU 134			
22234	22234	2022 F-150 SUPERCREW	2022	1FTEW1EB7NKE91201	FRD	LT PU 13			
22254	22254	2022 GMC 1500 4X4	2022	1GTUUAED1NZ560667	GMC	LT PU 1566			
22255	22255	2022 F-250 CREW CAB	2022	1FT7W2B69NEF86752	FRD	MT PU 134			
23005	23005	2023 E-ONE FIRE TRUCK	2023	4EN6AAA89P1005414	EO	FT FT 1578			
23014	23014	2023 E-ONE FIRE TRUCK	2023	4EN6AAA81P1005309	EO	FT FT 1578			
23015	23015	2023 PIERCE ENFORCER	2023	4P1BCAGF3PA025499	PI	FT FT 1578			
23053	23053	2023 CARGO EXPRESS	2023	5JW7E1624PX009682	CE	TL TL 9138			
23055	23055	2023 POLARIS ATV	2023	4XAP4ED45P8132753	POL	UV AT			
23626	23626	2023 F450 CREW CAB	2023	1FD0W4HTXPEC35633	FRD	MT PU 156			
24017	24017	2024 PIERCE ENFORCER	2024	4P1BAAFF9RA027395	PI	FT FT 1619			
24018	24018	2024 PIERCE ENFORCER	2024	4P1BAAFF0RA027396	PI	FT FT 1619			
24350	24350	2023 EXPLORER PPV	2023	1FM5K8AB9PGA36331	FRD	PP PP 160			
25352	25352	2025 CHEVY TAHOE	2025	1GNS6UED4SR295250	CHE	PP PP 1617			
560-0725-437.0824		**CODE ENFORCEMENT**							
11074	11074	2011 BIG TEX 25FT TRAILER	2011	16VPX2525C2311260	BIG	TL FB 9026			
14552	14552	2013 BRUSH OX MOWER	2013	703	NA	LE LM	000		
19207	19207	2019 RAM 1500 QUAD CAB	2019	1C6RR6FT5KS602523	CHY	LT PU 14			
19231	19231	2019 RAM 1500 CREW CAB	2019	1C6RR6KT2KS594239	CHY	LT PU 14			
19237	19237	2019 RAM 1500 QUAD CAB	2019	1C6RR6FT3KS602522	CHY	LT PU 14			
20507	20507	2020 NEW HOLLAND	2020	NH5480964	NH	TC	000		
20525	20525	2020 FORD F350 REG CAB	2020	1FTRF3C68LED86746	FRD	MT PU 14			
21206	21206	2021 RAM1500 CLASSIC CC	2021	1C6RR6FG8MS534062	RAM	LT PU 1			
22256	22256	2022 CHEV 1500 LTD	2022	1GCPWCED3NZ224375	CHE	LT PU 1556			
22375	22375	2022 F-150 SUPERCREW	2022	1FTEW1CB6NKE91225	FRD	LT PU 13			
23378	23378	2023 GMC 1500 4X4	2023	3GTUUAED8PG138365	GMC	LT PU 1566			
23388	23388	2023 F-150 SUPERCREW	2023	1FTEW1CPXPKE89055	FRD	LT PU 15			
24092	24092	2024 KEARNEY TRAILER	2024	5LCLB1620R1062833	KEA	TL TL 9095			
24370	24370	2024 FORD RANGER	2024	1FTER4BH9RLE28246	FRD	LT PU 1601			
24513	24513	2024 LAND PRIDE MOWER	2024	1870276	LP	LE PM	0		
24588	24588	2024 SCAG TIGER CAT	2024	T5702385	SC	LE LM	000		
101-0450-451.0824		**Parks Maint & Admin**							
00434	00434	2006 JOHN DEERE TRACTOR	2006	LV5105C710577	JD	HE TR N/A			
01002	01002	1997 HOMEMADE TRAILER	1997	4XHFU1424VE101321	HHM	TL TL 97			
01004	01004	1997 COKER TRAILER	1997	168379768	COK	TL TL 9025988			
01007	01007	2000 COKER TRAILER	2000	208340085	COK	TL TL 990193			

01008	01008	2001 COKER TRAILER	2001	248310146	COK	TL	TL	993971	
01072	01072	1974 HOMEMADE TRAILER	1974	2066	HHM	TL	TL	N/A	
01087	01087	1993 HOMEMADE TRAILER	1993	TR177676	NA	TL	TL	9147053	
07001	7001	CARGO CRAFT TRAILER	2007	4D6EB08177C014590	CCE	TL	TL	3070	
08402	08402	2008 JOHN DEERE 310J	2008	T0310JX156132	JD	HE	BH	N/A	
08432	08432	2008 KUBOTA L3940	2008	3029849776	KUB	LE	TR	N/A	0
08508	08508	2008 KUBOTA L5740D	2008	32085	KUB	LE	TR	N/A	000
08509	08509	2008 KUBOTA L5240	2008	31519	KUB	LE	TR	N/A	000
08511	08511	2008 KUBOTA L5240	2008	31484	KUB	LE	TR	N/A	000
09470	09470	2009 JOHN DEERE 310J	2009	172253	JD	HE	BH	N/A	00
10071	10071	2008 W-W TRAILER SALES	2008	11WHC16278W300816	WW	TL	TL	9	
11072	11072	2011 COKER FB TRAILER	2011	1061051125	COK	TL	TL	9016055	
11073	11073	2011 COKER FLATBED TL	2011	2083101171	COK	TL	TL	9025998	
12201	12201	2013 FORD F150 EXT CAB TK	2013	1FTFX1CF3DKD65942	FRD	LT	PU	1	
12533	12533	2012 TORO WORKMAN MDX	2012	312000498	TOR	LE	YC	N/A	
15502	15502	2015 TORO CART	2015	315001062	TOR	LE	LE	000	
15506	15506	2015 TORO CART	2015	315001042	TOR	LE	LE	000	
15512	15512	2015 TORO MOWER 4000D	2015	315001045	TOR	LE	LM		
15562	15562	2015 TORO CART	2015	315001076	TOR	LE	LE	000	
16317	16317	2016 FORD ESCAPE	2016	1FMCU0F78GUC82103	FRD	PV	SV	1401	
16373	16373	2016 FORD F150 EXT CAB	2016	1FTEX1CF3GKD59235	FRD	LT	PU	13	
16382	16382	2016 FORD F250 CREW CAB	2016	1FT7W2A65GEB78964	FRD	LT	PU	1	
16514	16514	2016 KUBOTA TRACTOR	2016	50531	KUB	LE	TR	00	
17054	17054	2007 FALCON LANDSCAPE TRL	2007	432TL164271015731	FLA	TL	TL	91	
17241	17241	2017 FORD F550 BUCKET TK	2017	1FDUF5GT4HEB79716	FRD	MT	BK		
18238	18238	2018 FORD F350 CC DRW	2018	1FT8W3C61KEC42966	FRD	MT	PU	13	
18571	18571	TORO BALLPARK RAKE	2018	402501817	TOR	TR	RM		
19069	19069	2019 CARGO MATE UTILITY T	2019	5NHULE213KY081198	CRM	TL	TL	3	
19212	19212	2019 CHEVROLET COLORADO	2019	1GCHSBENXK1261324	CHE	LT	P		
20254	20254	2020 CHEVY COLORADO EXT	2020	1GCHSBEA6L1217156	CHE	LT	PU		
20371	20371	2020 CHEVY COLORADO EXT	2020	1GCHSBEN5L1146437	CHE	LT	PU		
20517	20517	2020 TORO ELECTRIC WORKMA	2020	402927312	TOR	UV	YC		
20522	20522	2020 INFIELD GROOMER	2020	4107891	ABI	LE	RM	00	
20574	20574	2020 GRACO LINE LAZER	2020	B20B17844900516	GRC	LE			
20575	20575	2020 GRACO LINE DRIVER	2020	C20A262005008701	GRC	LE			
20576	20576	2020 GRACO LINE LAZER	2020	D20B17H449005305	GRC	LE			
21200	21200	2021 F250 REG CAB	2021	1FDBF2A64MED50905	FRD	LT	FB	14664	
21228	21228	2021 RAM 2500 CREW 4X2	2021	3C7WR4HJ6MG541675	RAM	MT	PU	1	
21363	21363	2021 CHEVY TRAVERSE	2021	1GNERFKW0MJ179924	CHE	TV	SV	14	
21439	21439	2021 MAHINDRA TRACTOR	2021	35H210421563	MA	MT	TR		
21517	21517	2021 JOHN DEERE RAKE	2021	1TC1200AVLT310147	JD	LE	RM		
21526	21526	2021 INFIELD GROOMER	2021	A109859	ABI	LE	RM	00	
21632	21632	2021 CHEVY 5500 HD BUCKET	2021	1HTKHPVK5MH634533	CHE	MT	BK		
22229	22229	2022 F250 CREW CAB	2022	1FT7W2B60NEF86753	FRD	MT	PU	156	
22277	22277	2022 F-250 CREW CAB	2022	1FT7W2A65NEF86751	FRD	MT	PU	134	
22503	22503	2022 FERRIS ZERO TURN	2022	4002200247	FER	LE	LM		
23383	23383	2023 F250 REG CAB	2023	1FTBF2AA7PEC35826	FRD	MT	PU	15664	
23585	23585	2023 ALTOZ MOWER	2023	XP108929	AZ	LE	LM	000	
24283	24283	2024 FORD RANGER	2024	1FTER4BH0RLE24666	FRD	LT	PU	1601	

24531	24531	2024 BUFFALO BLOWER	2024	39966	BUF	BL BL	00(
24592	24592	2024 RC ZERO TURN 60'	2024	260054	RC	LE AU	000(
24593	24593	2024 RC ZERO TURN 60'	2024	260055	RC	LE AU	000(
24594	24594	2024 RC ZERO TURN 60'	2024	260053	RC	LE AU	000(
24595	24595	2024 RC SLOPE MOWER	2024	624584	RC	LE MO	00
25471	25471	2025 KUBOTA SKID STEER	2025	KBCZ053CTR1K32301	KUB	HE SS	
25506	25506	2024 KUBOTA 4WD	2024	A5KA1DGAKRG025066	KUB	UV UV	
25553	25553	2025 EXMARK LAZER Z	2025	417003876	EX	LE LM	00
25597	25597	2024 RC ZERO TURN 60'	2024	260064	RC	LE AU	000(
25598	25598	2025 RC SLOPE MOWER	2025	627016	RC	LE MO	00
25902	25902	2025 EXMARK LAZER Z	2025	418040082	EX	LE LM	00
25907	25907	2025 BOBCAT MOWER	2025	B6H611977	BO	LE LM	0
25908	25908	2025 BOBCAT MOWER	2025	B6H611623	BO	LE LM	0
25909	25909	2025 KUBOTA 4WD	2025	A5KA1DGACSG026705	KUB	UV UV	
25910	25910	2025 KUBOTA 4WD	2025	A5KA1DGAKSG026921	KUB	UV UV	
25931	25931	2025 EXMARK LAZER Z	2025	418040081	EX	LE LM	00
95070	95070	1995 HOMEMADE TRAILER	1995	95070	HHM	TL TL 9036550	
101-0453-450.0824		**PARKS MEDIAN**					
00918	00918	2005 EXMARK	2005	456339	EX	LE LM N/A	000148
07512	07512	2007 VERMEER BC1000XL	2007	1VRY1119581009480	VEM	LE WC 90	
12077	12077	2012 COKER FB TRAILER	2012	1883111110	COK	TL TL 9026007	
12080	12080	2012 COKER TRAILER	2012	1272111264	COK	TL TL 9026020	
12528	12528	2012 TORO MOWER	2012	312000206	TOR	LE LM N/A	(
12539	12539	2012 RAYCO STUMP GRINDER	2012	1635SJRS0551212	RAY	LE SG N	
16215	16215	2016 FORD F250 EXT CAB	2016	1FT7X2A62GEB78966	FRD	LT PU 129	
21202	21202	2021 RAM 2500CREW 4X2	2021	3C7WR4HJ8MG541676	RAM	MT PU 1	
22030	22030	2022 HONDA RANCHER	2022	1HFTE40K7N4803062	HON	LE AT	
23918	23918	2023 KUBOTA ZERO TURN	2023	KBGHGDKOHPGB10473	KUB	LE LM	
25052	25052	2025 TEXAS PRIDE	2025	7HCG2DBD3SB063388	TPT	TL TL 914535	
25313	25313	2025 F250 CREW CAB 4X2	2025	1FT7W2AA0SEC07297	FRD	MT PU 16	
219-0461-450.0824		**PARKS ROSE GARDEN**					
00462	00462	2005 JOHN DEERE 4310	2005	LV4310P337071	JD	LE TR N/A	
01030	01030	2003 COKER TRAILER	2003	106190327	COK	TL TL 904982	
01073	01073	1995 HOMEMADE TRAILER	1995	1S9FU1625SE410156	NA	TL TL 974	
08513	08513	2008 J D GATOR	2008	TC203AT020012	JD	LE AT N/A	00
14556	14556	LANDA PRESSURE WASHER	2014	11100500-100291	LAN	LE PR	
18038	18038	2018 JOHN DEERE PROGATOR	2018	1TC203ATLHT090577	JD	LE AT	
18403	18403	2017 JOHN DEERE HPX GATOR	2017	1M0HPXDSPHM150309	JD	LE AT	
19509	19509	2019 J/D PRECISION MOW	2019	1M0260SALKM090106	JD	LE LM	
20573	20573	2020 POLARIS 2X4	2020	4XASEA502LA643142	POL	LE AT	
22217	22217	2022 F-150 SUPERCREW	2022	1FTEW1EB5NKE91665	FRD	LT PU 13	
22237	22237	2022 F-150 SUPERCREW	2022	1FTEW1CB2NKE91383	FRD	LT PU 13	
22381	22381	2022 F-150 SUPERCREW	2022	1FTEW1CB8NKE91503	FRD	LT PU 13	
23444	23444	2023 KUBOTA TRACTOR	2023	KBULMAHRVPJAC5308	KUB	LE TR	
23518	23518	2023 SCAG VRIDE 32"	2023	T9100195	SC	LE LM	000(
23529	23529	2023 SKAG VRIDE 36"	2023	SN-T9200503	SC	LE LM	00
23537	23537	2023 BARONESS CUTTER	2023	31937	BAR	LE LM	00
24308	24308	2024 FORD RANGER	2024	1FTER4PH4RLE48865	FRD	LT PU 1566	
24591	24591	2024 BUFFALO BLOWER	2024	39955	BUF	BL BL	00(

25568	25568	2025 WRIGHT 32"	2025	173935HR	WR	LE LM			0000
25901	25901	2025 BOBCAT MOWER	2025	999300303200	BO	LE LM			
502-1746-746.0824		**SLUDGE TREATMENT**							
12078	12078	2012 SLUDGE TRAILER	2012	1W9AC4739CP348090	WE	TL ST	9026		
12079	12079	2012 SLUDGE TRAILER	2012	1W9AC4730CP348091	WE	TL ST	9026		
15081	15081	WARREN DUMP TRAILER	2015	1W9AC4732FP347030	WE	TL TL	90		
17084	17084	WARREN DUMP TRAILER	2017	1W9AC4732HP347094	WE	TL TL	90		
25674	25674	2025 INTERNATIONAL HX520	2025	3HSPAAPR5SN522257	INT	HT TT	1(		
25675	25675	2025 INTERNATIONAL HX520	2025	3HSPAAPR2SN518974	INT	HT TT	1(		
25676	25676	2025 INTERNATIONAL HX520	2025	3HSPAAPR9SN522259	INT	HT TT	1(		
502-1741-741.0824		**PURCHASING**							
24399	24399	2024 FORD RANGER	2024	1FTER4BH7RLE20713	FRD	LT PU	1594		
502-0741-741.0824		**WATER ADMIN.**							
20287	20287	2020 CHEVY 1500 DBL 4WD	2020	1GCRYAEFXLZ235329	GM	LT PU	14		
20288	20288	2020 CHEVY 1500 DBL 4WD	2020	1GCRYAEF1LZ236921	GM	LT PU	14		
20289	20289	2020 CHEVY 1500 DBL 4WD	2020	1GCRYAEF8LZ237709	GM	LT PU	14		
25316	25316	2025 COLORADO CREW CAB	2025	1GCPSBEK2S1165527	CHE	LT PU			
502-0742-742.0824		**WATER OFFICE**							
09201	09201	2009 FORD RANGER 4X4	2009	1FTYR15E19PA31569	FRD	LT PU	129		
10236	10236	2010 FORD RANGER TRUCK	2010	1FTKR1EEXAPA44136	FRD	LT PU			
11111	11111	2011 HYUNDAI ACCENT	2011	KMHCM3AC8BU198040	HYU	PV AM	1		
11270	11270	2011 FORD F150 EXT CAB TK	2011	1FTFX1CFXBFB05446	FRD	LT PU	1		
15231	15231	2015 CHEVY 1500 EC	2015	1GCRCPEC6FZ236652	CHE	LT PU	1197		
16370	16370	2016 FORD F150 EXT CAB	2016	1FTEX1CF7GKD59237	FRD	LT PU	13		
19213	19213	2019 RAM 1500 REG CAB	2019	3C6JR6AG8KG570875	CHY	LT PU	141		
22285	22285	2022 F-150 SUPERCREW	2022	1FTEW1EB1NKE91498	FRD	LT PU	13		
24299	24299	2024 FORD RANGER	2024	1FTER4BH3RLE28419	FRD	LT PU	1594		
24320	24320	2024 FORD RANGER	2024	1FTER4BH5RLE09936	FRD	LT PU	1612		
25213	25213	2025 COLORADO CREW CAB	2025	1GCPSBEK1S1165504	CHE	LT PU			
25319	25319	2025 COLORADO CREW CAB	2025	1GCPSBEK2S1165513	CHE	LT PU			
502-0743-743.0824		**WATER DISTRIBUTION**							
00808	00808	2002 JOHN DEERE 200LC	2002	501972	JD	HE EX	N/A		0
01034	01034	1984 HAND MADE TRAILER	1984	00532	HM	TL TL	9036428		
14602	14602	2015 FREIGHTLINER CASCADI	2015	3AKJGBD41FSGA8931	FR	HT HT			
15089	15089	2015 INTERSTATE TRAILER	2015	1JKDLE304FM014389	INS	TL TL	914		
16305	16305	2016 FORD TRANSIT CONNECT	2016	NM0LS6E70G1267916	FRD	LT VN			
17286	17286	2018 INTERNATIONAL HIPPO	2018	3HAWCTAR9JL631894	INT	HT HP	1		
17307	17307	2017 FORD TRANSIT CONNECT	2017	NM0LS6E73H1316057	FRD	LT VN			
17420	17420	2017 HINO 338 DUMP TRUCK	2017	5PVNV8JVXH4S57302	HIN	HT DT	1		
17422	17422	2017 CASE 580SN BACKHOE	2017	NHC742580	CAS	HE BH			
17426	17426	2017 KUBOTA TRACTOR LOADR	2017	IDN03026505310-61394	KUB	LE TR			
18065	18065	2017 INTERSTATE 40DLA TRL	2017	1JKDLA407JM016198	INS	TL TL	914		
19223	19223	2019 RAM 1500 CREW CAB	2019	1C6RR6KT5KS640758	CHY	LT PU	14		
19239	19239	2019 RAM 1500 QUAD CAB	2019	1C6RR6FT8KS592442	CHY	LT PU	14		
19274	19274	2019 RAM 1500 QUAD CAB	2019	1C6RR6FT6KS592441	CHY	LT PU	14		
19310	19310	2019 FORD TRANSIT CONNECT	2019	NM0LS7E21K1413730	FRD	TV VN			
20280	20280	2020 FORD F350 KUV TRUCK	2020	1FDRF3G62LED09084	FRD	MT UT	1		
20400	20400	JOHN DEERE 410L BACKHOE	2020	1T0410LXTLF381661	JD	HE BH			
21205	21205	2021 COLORADO EXT CAB	2021	1GCHSBEA1M1224047	CHE	LT PU	1		

21235	21235	2021 RAM 3500 CREW CAB	2021	3C7WRSCJ8MG541110	CHY	MT PU		
21236	21236	2021 RAM1500 CLASSIC CC	2021	1C6RR6FG1MS534064	RAM	LT PU 1		
21240	21240	2021 RAM1500 CLASSIC CC	2021	1C6RR6FG8MS534059	RAM	LT PU 1		
21284	21284	2021 RAM1500 CLASSIC CC	2021	1C6RR6FG4MS534060	RAM	LT PU 1		
22230	22230	2022 FORD F-150 4X4	2022	1FTEW1EB0NKE91329	FRD	LT PU 1348		
22275	22275	2022 F350 CREW	2022	1FD8W3G69NEF87088	FRD	MT UT 13483		
22318	22318	2022 F350 CREW	2022	1FD8W3G67NEF87087	FRD	MT UT 13483		
23384	23384	2023 F250 CREW CAB	2023	1FT7W2BA2PEC35981	FRD	MT UT 156		
23387	23387	2023 F250 CREW CAB	2023	1FT7W2AA9PEC35980	FRD	MT UT 157		
23390	23390	2023 F350 CREW CAB	2023	1FD8W3GN0PED18360	FRD	MT PU 158		
23530	23530	2023 KUBOTA ZERO TURN	2023	KBGHGDC0CPGJ23309	KUB	LE LM		
23579	23579	2023 KAWASAKI MULE	2023	JK1AFCM18PB537859	KW	UV AT		
23580	23580	2023 KAWASAKI MULE	2023	JK1AFEJ12PB509099	KW	UV AT		
24304	24304	2024 CHEVROLET 3500	2024	1GB4WRE79RF291624	CHE	MT PU 16		
24391	24391	2024 INTERNATIONAL MV607	2024	3HAEUTAL8RL534119	INT	HE VA 16		
24392	24392	2024 CHEVROLET 3500	2024	1GB4WRE7XRF291759	CHE	MT PU 15		
24395	24395	2024 CHEVY 1500 4X4	2024	3GCPDAEK5RG265749	CHE	LT PU 1583		
24429	24429	2025 INTERNATIONAL D/T	2025	3HAEUMMN8SL449435	INT	HT DT 15		
24430	24430	2024 BATTLE DUMP TRUCK	2024	1CYASAAA8S1004384	BAT	HT DT 1		
24431	24431	2025 INTERNATIONAL D/T	2025	3HAEUMMN7SL455372	INT	HT DT 16		
25423	25423	2025 HITACHI EXCAVATOR	2025	HCMDEU60J00030266	HIT	HE EC		
502-0744-744.0824		**WATER PLANT**						
00914	00914	2000 JOHN DEERE MOWER	2000	288A020690	JD	LE LM N/A		
01029	01029	1983 COKER TRAILER	1983	00219	COK	TL TL 934244	0	
01083	01083	1994 HOMEMADE TRAILER	1994	22241	HHM	TL TL 9026005		
12202	12202	2013 FORD F150 TRUCK	2013	1FTNF1CF3DKD65941	FRD	LT PU 113		
13541	13541	2013 KUBOTA M59 TRACTOR	2013	52004	KUB	LE TR N/A		
21222	21222	2021 RAM1500 CLASSIC CC	2021	1C6RR6FG6MS534061	RAM	LT PU 1		
22250	22250	2022 F-150 SUPERCREW	2022	1FTEW1CB3NKE91344	FRD	LT PU 13		
22267	22267	2022 F-150 SUPERCREW	2022	1FTEW1EB9NKE91376	FRD	LT PU 13		
22276	22276	2022 COLORADO CREW CAB	2022	1GCGSBEA1N1324520	CHE	LT PU		
22380	22380	2022 F350 EXTENDED CAB	2022	1FD8X3H66NEF87089	FRD	MT PU 15		
22578	22578	2022 WORKMAN GTX EFI	2022	410416283	TOR	UV UV		
24279	24279	2024 CHEVROLET 2500	2024	1GB1WLE72RF202489	CHE	MT PU 158		
24290	24290	2024 FORD RANGER	2024	1FTER4BH2RLE42246	FRD	LT PU 1607		
25314	25314	2025 CHEVY 1500 4WD	2025	3GCNKAEK2SG233554	CHE	LT PU 161		
25599	25599	2025 KUBOTA 4WD	2025	A5KA1DGAARG025123	KUB	UV UV		
25903	25903	2025 BOBCAT MOWER	2025	999300303278	BO	LE LM		
502-0745-745.0824		**WASTE COLLECTION**						
01032	01032	2006 ARROW BOARD SILENT S	2006	4GM1A091841520728	AB	TL TC 9		
01035	01035	2000 EAGER TRAILER	2000	112SCZ423YL054924	EB	TL TL 989871		
01045	01045	2004 INTERSTATE TRAILER	2004	1JKDTA2494M004970	INS	TL TL 903		
01070	01070	2001 COKER TRAILER	2001	2083110075	COK	TL TL 9138387		
07072	07072	2007 SOLAR TECH ARROW B	2007	4GM1A091271522723	SOT	TL TC 9		
08403	08403	2008 JOHN DEERE JLGR	2008	T0650JX156443	JD	HE TR N/A		
11406	11406	2012 JOHN DEERE 544K	2012	1DW544KZCBD641449	JD	HE LO N/A		
15401	15401	JOHN DEERE 310L BACKHOE	2015	1T0310LXVFF279929	JD	HE BH		
16201	16201	2016 FORD F350 CREW CAB	2016	1FD8W3C62GEC17156	FRD	MT UT		
18070	18070	2018 24FT KEARNEY TRAILER	2018	5LCLB2420J1046211	KEA	TL TL 91		

18231	18231	2018 FORD T250 CAM VAN	2018	1FTYR3XM8JKB25479	FRD	TV VN	13	
18404	18404	2017 CASE 580SN BACKHOE	2017	NHC743190	CAS	HE BH		
19045	19045	INTERSTATE 40DLA TRAILER	2018	1JKDLA406KM016968	INS	TL TL	91	
19205	19205	2019 FORD F350 SUPERCAB	2019	1FD8X3D64KEE25771	FRD	MT UT	1	
19528	19528	2019 FORD F-750 DUMP TK	2019	1FDXF7DC5KDF06747	FRD	HT DT	14	
20206	20206	2020 CHEV 3500 DOUBLE CAB	2020	1GB5YSE77LF251992	CHE	MT UT		
21226	21226	2022 INTERNATIONAL HV607	2022	3HTEKTAR7NN409712	INT	HT HT	1	
21248	21248	2021 INTERNATIONAL HV607	2021	3HAEKTAR0ML137670	INT	HT HT	1	
21282	21282	2021 INTERNATIONAL HV607	2021	3HAEKTAR2ML137671	INT	HT HT	1	
22211	22211	2022 FREIGHTLINER M2	2022	1FVACWFC6NHNB6937	FR	HT HT	144	
22219	22219	2022 INTERNATIONAL CV	2022	1HTKSSWK8NH541171	INT	HT JT	156	
22458	22458	CAT 420 BACKHOE	2022	CAT00420EH8T02738	CAT	HE BH		
22461	22461	CAT 420 BACKHOE	2022	CAT0042CH8T02739	CAT	HE BH		
22608	22608	2022 INTL SEWER JETTER	2022	1HTKSSWK5NH415818	INT	MT SJ	15	
23212	23212	2023 INTERNATIONAL VACTOR	2023	3HAEKTAT1PL229760	INT	HT VA		
23389	23389	2023 F150 SUPERCREW	2023	1FTEW1CP0PKE88674	FRD	LT PU	15	
24241	24241	2024 WESTERN STAR VAC TK	2024	5KKHBPFE4SLVP9986	WS	HT VA		
24295	24295	2023 FORD 3500 HD	2023	1FTBF4UG4PKB68437	FRD	MT VN	15923	
24394	24394	2024 CHEVY 1500 4X4	2024	3GCPDAEK5RG265508	CHE	LT PU	1583	
24459	24459	2024 JOHN DEERE 320P	2024	1T0320PAARFX09273	JD	HE BH		
502-0746-746.0824		**WASTE TREATMENT**						
00400	00400	2004 JOHN DEERE 5105	2004	LV5105C512231	JD	LE TR	N/A	
00417	00417	2001 JOHN DEERE 4200	2001	LV4200C327646	JD	LE TR	N/A	
00530	00530	1999 SCAG MOWER	1999	4280173	SC	LE LM	N/A	00
01082	01082	2006 COKER TRAILER	2006	1677030559	COK	TL TL	918365	
01093	01093	1995 HOMEMADE TRAILER	1995		NA	TL TL	N/A	000
01099	01099	1995 HOMEMADE TRAILER	1995		NA	TL TL	N/A	000
05500	05500	2005 KAWASAKI MULE	2005	KAF620G	KW	LE YC		0
11402	11402	2012 JOHN DEERE 310J	2012	1T0310JXCBD216216	JD	HE BH	N/A	
12534	12534	2012 SCAG MOWER	2012	G3500409	SC	LE LM	N/A	0
12538	12538	2012 KUBOTA M59 TRACTOR	2012	51917	KUB	LE TR	N/A	
14203	14203	2014 FORD F150 CREW CAB	2014	1FTFW1CF7EKF94421	FRD	LT PU	1	
15237	15237	2015 CHEVY EXT CAB	2015	1GCRCPEC2FZ234090	CHE	LT PU	119	
15400	15400	JOHN DEERE 310L BACKHOE	2015	1T0310LXVFF280594	JD	HE BH		
16302	16302	2016 FORD F150 REG CAB	2016	1FTMF1C87GFB29819	FRD	LT PU	13	
18524	18524	2018 JOHN DEERE GATOR	2018	1M04X2XDEJM131680	JD	UV UV		
18572	18572	2018 JOHN DEERE GATOR TX	2018	1M04X2XDAJM132761	JD	UV UV		
20511	20511	2020 NEW HOLLAND	2020	NH5454254	NH	TC		000
21268	21268	2021 RAM1500 CLASSIC CC	2021	1C6RR6FG3MS534065	RAM	LT PU	1	
22377	22377	2022 FORD F350	2022	1FDRF3G6XNEF87086	FRD	MT PU	134839	
22550	22550	2022 JOHN DEERE GATOR	2022	1M04X2XDHNM171553	JD	UV UV	1	
23532	23532	2023 KUBOTA 60 IN	2023	KBGHGDK0KPGB10478	KUB	LE LM		
24269	24269	2024 FORD RANGER	2024	1FTER4BH6RLE49023	FRD	LT PU	1613	
24345	24345	2024 F350 4X4 REG CAB	2024	1FDRF3HN7RDA37801	FRD	MT UT	161	
24396	24396	2024 FORD RANGER	2024	1FTER4BH0RLE09696	FRD	LT PU	1592	
24398	24398	2024 F250 SUPERCAB	2024	1FT7X2BA8RED40198	FRD	MT PU	1594	
24586	24586	2024 KUBOTA 4WD	2024	A5KA1DGATPG018547	KUB	UV UV		
24589	24589	2024 SCAG TIGER CAT	2024	T5702387	SC	LE LM		000
25524	25524	2025 KUBOTA 4WD	2025	A5KA1DGAJSG026841	KUB	UV UV		

25572	25572	2025 KUBOTA 4WD	2025	A5KA1DGAPSG026934	KUB	UV UV				
25904	25904	2025 BOBCAT MOWER	2025	999300303262	BO	LE LM				
25905	25905	2025 BOBCAT MOWER	2025	999300303280	BO	LE LM				
95071	95071	1995 HOMEMADE TRAILER	1995	95071	HM	TL TL 9025986				
95072	95072	2023 KEARNEY TRAILER	2023	5LCLB1214P1059220	KEA	TL TL 9095				
502-0747-747.0824		**LAKE TYLER**								
01047	01047	2003 INTERSTATE TRAILER	2003	1JK0DT24X3M003638	INS	TL TL 903				
01048	01048	2002 VERMEER CHIPPER	2002	1VRU111A621002261	VEM	LE WC 99				
01056	01056	1986 SHORELINE TRAILER	1986	1YR023717GY08227	SL	TL TL 9604				
09502	09502	2009 KUBOTA TRACTOR	2009	80876	KUB	LE TR N/A	0			
13544	13544	2013 KAWASAKI MULE	2013	3DB564169	KW	LE AT NA				
13547	13547	2014 JOHN DEERE 310K	2014	1T0310KX253351	JD	HE BH NA				
13788	13788	2013 FL HEIL REAR LOAD	2013	1FVACYBS7EHFH3921	FR	HT RL 114				
14072	14072	2013 UTILITY TRAILER	2013	4YMUL0810DT027447	NA	TL TL 913840				
14227	14227	2015 FREIGHTLINER DUMP TK	2015	1FVACWDT2FHGB9800	FR	HT DT				
14442	14442	KUBOTA TRACTOR	2014	10065	KUB	LE TR	0004			
15034	15034	2015 COKER TRAILER	2015	2583071583	COK	TL TL 9038096				
15098	15098	2015 BOAT TRAILER	2015	5JUBT2316FT057345	NA	TL TL 9026662				
15561	15561	2015 EXMARK MOWER	2015	314664621	EX	LE LM	0			
16049	16049	2016 KEARNEY TRAILER	2016	5LCLB1216G1040877	NA	TL TL 90364				
16212	16212	2016 FORD EXPEDITION 4X4	2016	1FMJU1GT9GEF29633	FRD	PV SV 1				
17443	17443	2017 J.DEERE 5055 TRACTOR	2017	1PY5055EEHH401554	JD	HE TR				
17505	17505	2017 JOHN DEERE 6110M	2017	1L06110MVHH885042	JD	LE TR				
17517	17517	2017 EXMARK MOWER	2017	LXZ801GKA60600	EX	LE LM				
17535	17535	2017 TIGER 24" BOOM MOWER	2017	MK9757	TG	AT BO				
19543	19543	2019 WOD BB72X CUTTER	2019	10007248353023	WO	LE TM				
19562	19562	2019 EXMARK MOWER	2019	405093127	EX	LE LM	0			
20445	20445	2020 333G TRACKLDR MULCHI	2020	1T0333GMVLF382548	JD	HE SS				
22278	22278	2022 F-150 SUPERCREW	2022	1FTEW1EB9NKE91359	FRD	LT PU 13				
24300	24300	2024 GMC CREW CAB	2024	3GTUUAED3RG395727	GM	LT PU 160				
202-0515-463.0824		**BUILDING INSPECTIONS**								
15209	15209	2015 CHEVY 1500 EC	2015	1GCRCPEC2FZ234364	CHE	LT PU 1206				
16301	16221	2016 FORD F150 EXT CAB	2016	1FTEX1CF1GKD59234	FRD	LT PU 13				
16303	16303	2016 FORD F150 EXT CAB	2016	1FTEX1CFXGKD59233	FRD	LT PU 13				
18247	18247	2018 CHEVY SILVERADO 1500	2018	1GCRCNEH4JZ330716	GM	LT PU				
20221	20221	2020 CHEVY DBL 2WD	2020	1GCRWAEH4LZ145519	CHE	LT PU 143				
21220	21220	2021 RAM1500 CLASSIC CC	2021	1C6RR6FGXMS534063	RAM	LT PU 1				
524-0770-439.0824		**AIRPORT**								
00926	00926	1990 SWEEPSTER	1990	906712	SWE	LT SE N/A	000			
01084	01084	1996 COKER TRAILER	1996	127749636	COK	TL TL 976545				
01085	01085	2005 TOP HAT TRAILER	2005	4R7BD12295T060644	TRA	TL TL 91462				
02381	2381	VAR TRAILER W/POWER WASH	2023	7PMBU122XPC003121	TRA	TL TL				
09500	09500	2009 JOHN DEERE 6330	2009	L06330H601710	JD	LE TR N/A				
13540	13540	2013 KUBOTA ZD323 MOWER	2013	34239	KUB	LE LM N/A				
20259	20259	2020 CHEVY 1500 DBL	2020	1GCRWAEF8LZ235948	GM	LT PU 1431				
22266	22266	2022 F-150 4X4	2022	1FTEW1EB4NKE91530	FRD	LT PU 1348357				
22376	22376	2022 F-150 SUPERCREW	2022	1FTEW1EB0NKE91198	FRD	LT PU 13				
22514	22514	2022 KUBOTA M5-111 4X4	2022	KBUM4EDCLN8F67386	KUB	LE TR NA				
22521	22521	2022 KUBOTA FLEX WING CUT	2022	1938344	KUB	LE LM				

22569	22569	2022	GRAVELY 600	2022	003236	GR	LE	LM		00005
23515	23515	2023	KUBOTA M5-111 4X4	2023	KBUM4EDCCN8F67456	KUB	LE	TR		
23520	23520	2023	KUBOTA FLEX WING CUT	2023	2056586	KUB	LE	LM		
24297	24297	2024	CHEVY 1500 4X4	2024	3GCPDAEK4RG265791	CHE	LT	PU	1583	
25031	25031	2025	KUBOTA RTV	2025	A5KA1DGAHSG029004	KUB	UV	UV		
25353	25353	2025	CHEVY 1500 4WD	2025	1GCPKAEK9SZ251476	CHE	LT	PU	161	
25516	25516	2025	BOBCAT MOWER	2025	B6H611495	BO	LE	LM		0
25***	25***	2025	Mean Green 72" electric mower							
560-0752-752.0824		**SOLID WASTE RESIDENTIAL**								
00821	00821	1999	BOBCAT 763SKID	1999	512241320XJ1307	CAT	HE	SS	N/A	
01091	01091	1997	HOMEMADE TRAILER	1997	NA	TL	TL	9009390		0
01100	01100	2007	TRAILER	2007	1061120672	COK	TL	TL	9009411	00
11507	11507	2011	JOHN DEERE 5065M	2011	1LV5065MEBA310122	JD	LE	TR	N/A	
14082	14082	2014	RECYCLE TRAILER	2014	1P9RH2627EA277675	TRA	TL	TL	9026	
15309	15309	2015	FORD F550 RC DRW	2015	1FDUF5GT5GEA04440	FRD	MT	FB	12	
16565	16565	LANDA PRESSURE WASHER		2016	1105020-160136	LAN	LE	PR		
16566	16566	2009	TRU CUT TIRE CHOPPER	2009	0310181	NA	TL	TE	9038142	
19713	19713	2019	MACK LR64 SIDELOAD	2019	1M2LR2GC5LM002897	MAC	HT	SL	1	
19714	19714	2019	MACK LR64 SIDELOAD	2019	1M2LR2GC3LM002896	MAC	HT	SL	1	
19715	19715	2019	MACK LR64 SIDELOAD	2019	1M2LR2GC4LM002907	MAC	HT	SL	1	
20716	20716	2020	CRANE CARRIER/HEIL	2020	4C9AADAC5L1540128	CCC	HT	MP	1	
20717	20717	2020	CRANE CARRIER/HEIL	2020	4C9AADAC7L1540129	CCC	HT	MP	1	
20718	20718	2020	AUTO XPEDITOR ACX	2020	5VCACAAF8MC233569	AU	HT	MP	1	
20719	20719	2020	AUTOCAR/MCNEILUS	2020	5VCACAAF6MC233506	AU	HT	SL	14	
20720	20720	2020	MACK LR64 SIDELOAD	2020	1M2LR2GC8MM004127	MAC	HT	SL		
20721	20721	2020	MACK LR64 SIDELOAD	2020	1M2LR2GCXMM004128	MAC	HT	SL		
20730	20730	2020	MACK LR64 MULTI-PAK	2020	1M2LR2GC3LM002901	MAC	HT	MP		
20731	20731	2020	MACK LR64 MULTI-PAK	2020	1M2LR2GC9LM002899	MAC	HT	MP		
20732	20732	2020	MACK LR64 MULTI-PAK	2020	1M2LRGC1LM002900	MAC	HT	MP	1	
20733	20733	2020	MACK LR64 MULTI-PAK	2020	1M2LR2GC7LM002898	MAC	HT	MP		
20787	20787	2020	MACK LR64 REAR LOAD	2020	1M2LR2GC5LM002902	MAC	HT	RL		
21744	21744	2021	CCC MULTIPACK	2021	4C9AADAC8M1540352	CCC	HT	MP	146	
21751	21751	2021	FREIGHTLINER 114 SD	2021	3ALHG3FMXNDMZ9290	FR	HT	BT	1	
22235	22235	2022	F-150 SUPERCREW	2022	1FTEW1CB1NKE91343	FRD	LT	PU	13	
22253	22253	2022	F-150 SUPERCREW	2022	1FTEW1EB3NKE91440	FRD	LT	PU	13	
22710	22710	2022	MACK LR64 AUGER	2022	1M2LR2GC1PM008122	MAC	HT	SL	15	
22711	22711	2022	MACK LR64 AUGER	2022	1M2LR2GCXPM008121	MAC	HT	SL	15	
22712	22712	2022	CCC MULTIPACK	2022	4C9AADAC4N1540088	CCC	HT	MP	146	
22724	22724	2022	MACK LR64 LABRIE	2022	1M2LR2GC5NM005558	MAC	HT	SL	14	
22743	22743	2022	MACK LR64 LABRIE	2022	1M2LR2GC7NM005559	MAC	HT	SL	14	
22746	22746	2022	CCC MULTIPACK	2022	4C9AADAC6N1540089	CCC	HT	MP	146	
23252	23252	2023	F-150 SUPERCREW	2023	1FTEW1CP1PKE89056	FRD	LT	PU	15	
23725	23725	2023	BATTLE LABRIE	2023	1CYACDAC0R1000999	BAT	HT	SL	1583	
23726	23726	2023	BATTLE LABRIE	2023	1CYACDAC1R1001000	BAT	HT	SL	1583	
23727	23727	2024	BATTLE LABRIE	2024	1CYACDAC9R1002363	BAT	HT	SL	1592	
23745	23745	2023	BATTLE MULTIPACK	2023	1CYAADAC6R1001001	BAT	HT	MP	15	
23792	23792	2023	INTERNATIONAL	2023	1HTKSSWK4NH777820	INT	MT	SL	1575	
23793	23793	2023	INTERNATIONAL	2023	1HTKSSWK8NH777819	INT	MT	SL	1566	
24397	24397	2024	FORD RANGER	2024	1FTER4BH5RLE10181	FRD	LT	PU	1592	

24722	24722	2025 BATTLE HEIL 28YD	2025	1CYAADAC9S1004271	BAT	HT	SL	1557
24723	24723	2025 BATTLE HEIL 28YD	2025	1CYAADAC7S1004270	BAT	HT	SL	1557
25780	25780	2024 FREIGHTLINER M2 106	2024	3ALHCYFE3SDVS4317	FR	HT	RL	16
560-0753-753.0824		**SOLID WASTE COMMERCIAL**						
00403	00403	2006 JOHN DEERE PROGATOR	2006	TC2030A060659	JD	LE	AT	N/A
01026	01026	1996 HOMEMADE TRAILER	1996	18605	NA	TL	TL	9025987
01036	01036	1984 HOMEMADE TRAILER	1984	H295	NA	TL	TL	9009388
01044	01044	1995 HOMEMADE TRAILER	1995	18606	NA	TL	TL	9009391
01079	01079	1980 COKER TRAILER	1980	V5CLASS5	COK	TL	TL	927671
01092	01092	1997 HOMEMADE TRAILER	1997	UD	NA	TL	TL	N/A
08504	08504	2008 TORO Z MASTER	2008	280000101	TOR	LE	LM	N/A
12750	12750	2012 MACK GRANITE GU713	2012	1M2AX04C8CM013883	MAC	HT	BT	
15520	15520	2015 EXMARK MOWER	2015	315604662	EX	LE	LM	
15901	15901	2015 EXMARK MOWER	2015	315660138	EX	LE	LM	
16246	16246	2016 FORD F250 4X4	2016	1FT7W2B69GEB78965	FRD	LT	PU	12904
19681	19681	2019 FORD F-750 SUPERCAB	2019	1FDNX7DC0KDF06742	FRD	HT	CC	
20633	20633	2021 FREIGHTLINE CONT. TK	2021	3ALACWFC0MDMT3156	FR	HT	CC	
20754	20754	2020 MACK TE64 FRONT LOAD	2020	1M2TE2GC6LM004007	MAC	HT	FG	
20758	20758	2020 MACK TE64 FRONT LOAD	2020	1M2TE2GC6LM004024	MAC	HT	FG	
20762	20762	2020 MACK TE64 FRONT LOAD	2020	1M2TE2GC5LM004029	MAC	HT	FG	
21683	21683	2021 MACK ROLLOFF GR64B	2021	1M2GR2GC3MM020639	MAC	HT	RF	
21684	21684	2021 MACK ROLLOFF GR64B	2021	1M2GR2GC7MM020658	MAC	HT	RF	
22755	22755	2022 MACK TE64 FRONT LOAD	2022	1M2TE2GC2NM008140	MAC	HT	FG	
22761	22761	2022 MACK TE64 FRONT LOAD	2022	1M2TE2GC3NM008146	MAC	HT	FG	
24757	24757	2024 MACK TE64 FRONT LOAD	2024	1M2TE2GC1RM011844	MAC	HT	FG	
24759	24759	2024 MACK TE64 FRONT LOAD	2024	1M2TE2GCXRM011843	MAC	HT	FG	
24763	24763	2024 MACK TE64 FRONT LOAD	2024	1M2TE2GC8RM011842	MAC	HT	FG	
25687	25687	2026 MACK GR64B	2026	1M2GR2GC2TM050164	MAC	HT	RF	1629
25688	25688	2026 MACK GR64B	2026	1M2GR2GC4TM050165	MAC	HT	RF	1629
25756	25756	2026 MACK TE64 FL	2026	1M2TE2GC5TM013538	MAC	HT	FG	1625
25760	25760	2026 MACK TE64 FL	2026	1M2TE2GC3TM013537	MAC	HT	FG	1629
575-0748-748.0824		**STORMWATER**						
13548	13548	2014 GRADALL 4X4	2014	3140000334	GRA	HE	GD	NA
14643	14643	2015 FREIGHTLINER CRANE	2015	1FVACYDT0FHGD3304	FR	HT	HT	1
15456	15456	2015 JOHN DEERE 310L	2015	1T0310LXCFF290839	JD	HE	BH	
16603	16603	2016 FORD F350	2016	1FD8W3G66GEB79036	FRD	MT	UT	13424
18095	18095	ROVER X CAMERA TRAILER	2017	5JW1C1421G2147577	FAB	TL	TL	9
20204	20204	2020 FREIGHTLINER SWEEPER	2020	1FVACXFC4LHLP2201	FR	HT	SE	
20232	20232	2020 SILVERDO 2WD 3500	2020	1GB3WRE70LF317479	CHE	MT	FB	14
20291	20291	2020 CHEVY 1500 DBL 4WD	2020	1GCRYAEF9LZ235242	GM	LT	PU	14
20529	20529	2020 HINO DUMP TRUCK	2021	5PVNJ8AG4M5T50009	HIN	HT	DT	144
20558	20558	2020 HINO DUMP TRUCK	2021	5PVNJ8AG0M5T50007	HIN	HT	DT	144
22223	22223	2022 FREIGHTLINER M2	2022	1FVACXFC2PHUB2972	FR	HT	SE	
22244	22244	2022 GMC 1500 4X4	2022	1GTUUAED3NZ561674	GMC	LT	PU	1566
22251	22251	2022 FREIGHTLINER M2	2022	1FVACXFC9PHUB2970	FR	HT	SE	181
23075	23075	2023 INTERSTATE TRAILER	2023	1JKTST125RM020049	INS	TL	TL	913
23583	23583	2023 CATERPILLAR EXCAVATO	2023	CAT03035LRE902427	CAT	UD	EX	
24072	24072	2024 RAWMAXX TRAILER	2024	3EVBD1423R1107121	TRA	TL	TL	913
24203	24203	2024 FREIGHTLINER M2	2024	3ALACWFC7RDVB6182	FR	HT	SE	

24669	24669	2024	WESTERN STAR VAC TK	2024	5KKHBPFE5SLVN2201	WS	HT	VA	
25068	25068	2025	INTERSTATE 40DLA	2025	1JKDLA406TM021024	INS	TL	TL	
25222	25222	2023	FREIGHTLINER SWEEP	2023	3ALACXFC1PDUL8439	FR	HT	SE	
25456	25456	2025	JD 320P	2025	1T0320PBASFX13516	JD	HE	BH	00
640-0662-642.0824		**V.E.S.**							
10503	10503	2010	JOHN DEERE GATOR	2010	M06X4DD050525	JD	LE	YC	N/A
11112	11112	2011	HYUNDAI ACCENT	2011	KMHCM3AC0BU199893	HYU	PV	AM	1
11249	11249	2011	FORD F350 TRUCK	2011	1FDRF3GT2BEB90697	FRD	MT	PU	10
11257	11257	2011	FORD F150 CC TK	2011	1FTFW1EFXBFA78331	FRD	LT	PU	109
11272	11272	2011	GMC 1500 EC CNG TK	2011	1GTR1VE00BZ452619	GM	LT	PU	11
14124	14124	2015	DODGE CARAVAN	2015	2C4RDGBG9FR568521	CHY	PV	VN	1
14218	14218	2015	F250 REG CAB	2015	1FTBF2A66FEA13546	FRD	MT	PU	11667
15130	15130	2015	FORD FUSION	2015	3FA6P0G70FR266092	FRD	PV	AM	12064
19131	19131	2019	FORD FUSION	2019	3FA6P0G74KR203250	FRD	PV	AM	14011
21271	21271	2021	F-150 4X4 SUPERCREW	2021	1FTFW1E52MFB48267	FRD	LT	PU	
23261	23261	2023	F350 CREW 4X4	2023	1FD8W3HN4PED18361	FRD	MT	PU	159
25906	25906	2025	BOBCAT MOWER	2025	B6H611140	BO	LE	LM	0
663-0180-419.0824		**FACILITY SERVICES**							
19298	19298	2019	PROMASTER VAN	2019	ZFBHRFAB8K6N23328	CHY	PV	VN	14
21258	21258	2021	RAM 2500 REG CAB	2021	3C7WR4AJ1MG541674	CHY	LT	PU	14
101-0705-432.0824		**ENGINEERING**							
20211	20211	2020	GMC 1500 DOUBLE CAB	2020	1GTR8AEF1LZ321550	CHE	LT	PU	1
25315	25315	2025	COLORADO CREW CAB	2025	1GCPSBEK8S1165533	CHE	LT	PU	
101-0710-433.0824		**STREET (PUBLIC SERVICE)**							
00022	00022	1978	HOMEMADE TRAILER	1978	A207833	NA	TL	TL	N/A
00038	00038	2005	JOHN DEERE PROGATOR	2005	TC2030A040452	JD	LE	TR	N/A
00812	00812	2006	CATERPILLER 14H	2006	CAT0140HACCA02983	CAT	HE	MG	N/A
01009	01009	2003	COKER TRAILER	2003	2083110247	COK	TL	TL	9016015
01064	01064	1988	HOMEMADE TRAILER	1988	TR163859	NA	TL	TL	N/A
13207	13207	2012	FORD F650 WATER TK	2012	3FRNF6HD5CV251402	FRD	HT	WA	
13210	13210	2013	FREIGHTLINER PRO PAT	2013	1FVACYCY8EHFL3189	FR	HT	AP	1
13542	13542	2013	LEE BOY ROLLER	2013	93257	LB	LE	RR	N/A 000
13546	13546		JACOBSON BLOWER	2013	2154	JA	LE	LE	NA 000
13549	13549		12" BRUSH CHIPPER	2013	1VRY11194E1020207	VEM	LE	WC	NA
13551	13551	2014	CRAFCO SEALER	2014	1C9SV1228D1418413	CR	LE	CR	NA
15500	15500		JOHN DEERE BOOM MOWER	2015	1P06105DCF0060708	JD	HE	TM	
15557	15557	2015	BOBCAT SKID STEER	2015	AR9R13299	NA	LE	LO	
15559	15559	2015	BOBCAT S70	2015	B38V11907	NA	LE	SS	0000
15700	15700	2015	MACK BRUSH TRUCK	2015	1M2AX13C6FM030564	MAC	HT	BT	1
16040	16040	2016	KEARNEY UTILITY TRL	2016	5LCLB1212G1041041	NA	TL	TL	9145
16414	16414	2016	JOHN DEERE 5055E	2016	1PY5055EEGG100223	JD	LE	TR	
16624	16624	2016	FORD F350	2016	1FD8W3G68GEB79037	FRD	MT	UT	134246
17216	17216	2017	FORD F350 DUMP BED	2017	1FDRF3G67HEE35948	FRD	MT	UT	1
17407	17407	2017	VOLVO L60H LOADER	2017	VCEOL60HJOS621195	VOL	HE	LO	
17408	17408	2017	VOLVO L60H LOADER	2017	VCEOL60HEOS621660	VOL	HE	LO	
18265	18265	2019	FREIGHT. 75FT BUCKET	2019	1FVACYFC0KHKE8068	FR	HT	HT	1
18604	18604	2019	FREIGHTLINER PRO PAT	2019	1FVACXFC3KHKJ5919	FR	HT	AP	1
19214	19214	2019	FORD F-750 DUMP TK	2019	1FDXF7DC3KDF06746	FRD	HT	DT	14
19215	19215	2019	HINO DUMP TRUCK	2019	5PVNJ8JG1K4S50159	HIN	HT	DT	142

19216	19216	2019 1500 QUAD CAB 4X4	2019	1C6RR7FT1KS597942	CHY	LT PU	140
19545	19545	2019 VER-MAC ARROWBOARD	2019	1V9US1117KH223603	VE	TL	TC
19660	19660	2019 FORD F-350	2019	1FDRF3G60KEE37323	FRD	MT PU	140119
20273	20273	2020 CHEVY 1500 DBL	2020	1GCRWAEFXLZ235286	GM	LT PU	143
20527	20527	2020 HINO DUMP TRUCK	2021	5PVNJ8AG2M5T50008	HIN	HT DT	144
21005	21005	2021 SALVATION TRAILER	2021	7GG1U1626NW016601	SAL	TL TL	913
21208	21208	2021 CHEVY 5500 HD BUCKET	2021	1HTKHPVK3MH634532	CHE	MT	BK
21701	21701	2022 INTERNATION HV507	2022	1HTEDMMN9NH697462	INT	HT DT	14
22224	22224	2022 KENWORTH FLAT BED	2022	2NKHHM7X6NM123588	KEN	HT	FB
22421	22421	MASSEY FERGUSON 2606H	2022	MEAB3EF1YN1352328	MF	HE	TR
22457	22457	CAT 420 BACKHOE	2022	CAT00420EH8T02741	CAT	HE	BH
22513	22513	2022 INTERNATIONAL CV	2022	1HTKSSWK6NH777818	INT	MT	UT 13
23074	23074	2023 WARREN EQUIP TRAILER	2023	1W9DA1229PT369003	WE	TL	TL
23385	23385	2023 F450 REG CAB	2023	1FTRF4DT4PEC37878	FRD	MT PU	15664
23501	23501	2023 KUBOTA 54 IN	2023	KBGHGDJOTPGA10167	KUB	LE	LM
23502	23502	2023 KUBOTA 4X4 TRACTOR	2023	KBUM3CDCVN8H15539	KUB	LE	TR
23555	23555	2023 KUBOTA 60 IN	2023	KBGHGDK0CPGA10349	KUB	LE	LM
23700	23700	2023 FREIGHTLINER 114SD	2023	1FVHG3FM7PHUH0404	FR	HT	BT 1
24083	24083	2024 RAW MAXX D/T	2024	3EVGD2024R1108960	RAW	TL TL	5718
24085	24085	2024 KEARNEY TRAILER	2024	4R7GD2023RC237175	TOP	TL TL	909
24217	24217	2024 FORD F350	2024	1FDRF3GN8REF96849	FRD	MT FB	160882
24281	24281	2024 FORD F250 CREW CAB	2024	1FD7W2BA9REE38624	FRD	MT	PU
24393	24393	2024 CHEVY 1500 4X4	2024	3GCPDAEK8RG265793	CHE	LT PU	1583
24402	24402	2024 JOHN DEERE 320P	2024	1T0320PATRFX10009	JD	HE	BH
24428	24428	2025 INTERNATIONAL D/T	2025	3HAEUMMN6SL449434	INT	HT DT	15
24432	24432	2025 INTERNATIONAL D/T	2025	3HAEUMMN7SL454416	INT	HT DT	16
24663	24663	2024 INTERNATIONAL MV607	2024	3HAEUMML6RL768311	INT	HT HT	1
25321	25321	2025 CHEVY 1500 4WD	2025	1GCPKAEKXSZ251308	CHE	LT PU	161
25453	25453	2025 KUBOTA M4	2025	KBUM3CDCCR8B17240	KUB	LE	TR
25545	25545	2025 WANCO ARROWBOARD	2025	5F115101XS1003318	WN	TL	TC
25551	25551	2025 STEPP ASPHAULT TR	2025	4S9SMM722SS127244	STE	AS	AS
25559	25559	2025 KUBOTA TRACK LOADER	2025	KBXLCA1UARLJ18019	KUB	LE	ML
101-0720-436.0824		**TRAFFIC**					
01006	01006	1999 HOMEMADE TRAILER	1999	1061129987	NA	TL TL	989548
16636	16636	2016 FORD F550 BUCKET TRK	2016	1FDUF5GT0GEB43357	FRD	MT	BK
18312	18312	2018 FORD F-250	2018	1FD7X2A63JEC10858	FRD	MT PU	161967
18374	18374	2018 FORD F-250	2018	1FD7X2A61JEC10857	FRD	MT PU	137289
18637	18637	2018 FORD F550 BUCKET TRK	2018	1FDUF5GT3JEC66996	FRD	MT	BK
20293	20293	2020 F-550 BUCKET TRUCK	2020	1FDUF5GT1LDA05875	FRD	MT	BK 1
22239	22239	2022 F250 CREW CAB	2022	1FD7W2A69NEF86750	FRD	MT PU	134
23379	23379	2023 GMC 1500 4X4	2023	3GTUUAED3PG137981	GMC	LT PU	1566
23386	23386	2023 F250 CREW CAB	2023	1FT7W2BA4PEC35982	FRD	MT PU	157
671-0149-416.0824		**IT SERVICES**					
13117	13117	2014 DODGE CARAVAN	2014	2C4RDGBGXER105852	CHY	PV VN	1
15126	15126	2015 HYUNDAI ACCENT	2015	KMHCT5AE3FU226090	HYU	PV AM	12
21150	21150	2021 NISSAN KICKS	2021	3N1CP5BV9ML516075	NIS	PV SV	14664
101-0726-726.0824		**ANIMAL SVCS**					
18225	18225	2018 FORD F-250 TRUCK	2018	1FTBF2A60JEC10835	FRD	MT PU	137
18365	18365	2018 FORD TRANSIT 250 MR	2018	1FTYR2CM2JKA69085	FRD	PV VN	1

19263	19263	2019 FORD F-250	2019	1FTBF2A60KED85684	FRD	MT PU	138952	
22200	22200	2022 F250 REG CAB	2022	1FTBF2B61NEF86884	FRD	LT PU	134838	
22270	22270	2022 F250 REG CAB	2022	1FTBF2B63NEF86885	FRD	LT PU	134839	
23218	23218	2023 F250 REG CAB	2023	1FTBF2BA0PEC35827	FRD	LT PU	15751	
24329	24329	2024 F250 4X4	2024	1FTBF2BA6REE29152	FRD	LT PU	1619671	
25233	25233	2025 CHEVY COLORADO	2025	1GCPSBEK9S1201133	CHE	LT PU	16	
101-0860-471.0824		**MUNICIPAL COURT**						
14219	14219	2014 CHEVY EXPRESS VAN	2014	1GAZGXFA6E1208566	CHE	PV VN	1	
17601	17601	2017 CHEVY SILVERADO CREW	2017	3GCUKNECXHG292758	CHE	PP		
19602	19602	2019 FORD F150 CC PURSUIT	2019	1FTEW1P4XKKC71402	FRD	PP PU		
21256	21256	2021 CHEY 1500 CREW 4X4	2021	3GCPYAEH8MG206437	CHE	LT PU	1	
22257	22257	2022 F-150 SUPERCREW	2022	1FTFW1P8XNKE89934	FRD	LT PU	13	
246-0983-811.0824		**CDBG Rehab (NHS)**						
00171	00171	2007 DODGE NITRO	2007	1D8GT28K47W733328	CHY	PV AM	1263	

Current Drive cam expense 103013.75 (193 cams @423.42) if no increase
Nextraq 15.95 month tracking only mileage (has billing issue and diiesel truck tracking does not work co 138940.80 per year

Total 241954.55 already paying for inadequate cameras and telematics
Samsara cam + GPS 665.75 x 5 3328.75 per unit includes full telematic package, tracking, maintenance
Increase of 83299.74 for all driving units to have a camera and telematics

telematics	Cost	Totals by dept.	Drivec	Nextra
GPS	192.13	192.13		191.4
trailer	140.43			191.4
trailer	140.43			191.4
equipment	196.6			226.8
Cam + GPS	665.75			226.8
equipment	196.6			226.8
equipment	196.6			226.8
Cam + GPS	665.75			226.8
equipment	196.6			226.8
trailer	140.43			191.4
equipment	196.6			226.8
Cam + GPS	665.75	3401.54		226.8
Cam + GPS	665.75			191.4
equipment	196.6			191.4
Cam + GPS	665.75	1528.1		191.4
Cam + GPS	665.75			
Cam + GPS	665.75			
Cam + GPS	665.75			
Cam + GPS	665.75	2663		
multiport cam + GPS	1217.24		353	191.4
multiport cam + GPS	1217.24		353	191.4
multiport cam + GPS	1217.24		353	191.4
multiport cam + GPS	1217.24		353	191.4
multiport cam + GPS	1217.24		353	191.4
multiport cam + GPS	1217.24		353	191.4
multiport cam + GPS	1217.24		353	191.4
multiport cam + GPS	1217.24		353	191.4
multiport cam + GPS	1217.24		353	191.4
multiport cam + GPS	1217.24		353	191.4
multiport cam + GPS	1217.24		353	191.4
multiport cam + GPS	1217.24		353	191.4
multiport cam + GPS	1217.24		353	191.4
multiport cam + GPS	1217.24		353	191.4
Cam + GPS	665.75		353	191.4
multiport cam + GPS	1217.24		353	191.4
multiport cam + GPS	1217.24		353	191.4
multiport cam + GPS	1217.24		353	191.4
multiport cam + GPS	1217.24		353	191.4
multiport cam + GPS	1217.24		353	191.4
multiport cam + GPS	1217.24		353	191.4
multiport cam + GPS	1217.24		353	191.4
multiport cam + GPS	1217.24		353	191.4

multiport cam + GPS	1217.24		353	191.4
multiport cam + GPS	1217.24		353	191.4
multiport cam + GPS	1217.24		353	191.4
multiport cam + GPS	1217.24		353	191.4
multiport cam + GPS	1217.24		353	191.4
multiport cam + GPS	1217.24		353	191.4
multiport cam + GPS	1217.24		353	191.4
multiport cam + GPS	1217.24	35965.71	353	191.4
equipment	196.6			191.4
GPS	192.13			191.4
GPS	192.13			191.4
trailer	140.43			191.4
GPS	192.13			191.4
trailer	140.43			191.4
GPS	192.13			191.4
GPS	192.13			191.4
equipment	196.6			191.4
GPS	192.13			191.4
equipment	196.6			191.4
GPS	192.13			191.4
GPS	192.13			191.4
GPS	192.13			191.4
trailer	140.43			191.4
trailer	140.43			191.4
GPS	192.13			191.4
GPS	192.13			191.4
GPS	192.13			191.4
GPS	192.13			191.4
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GPS	192.13			191.4
GPS	192.13			191.4
GPS	192.13			191.4
GPS	192.13			191.4
trailer	140.43			191.4
GPS	192.13			191.4
GPS	192.13			191.4
GPS	192.13			191.4
trailer	140.43			191.4
GPS	192.13			191.4
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GPS	192.13			191.4
trailer	140.43			191.4
GPS	192.13			191.4

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GPS	192.13	191.4
trailer	140.43	191.4
GPS	192.13	191.4
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GPS	192.13	191.4
GPS	192.13	191.4
equipment	196.6	191.4
GPS	192.13	191.4
GPS	192.13	191.4
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GPS	192.13	191.4
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GPS	192.13	191.4
GPS	192.13	191.4
GPS	192.13	191.4
GPS	192.13	191.4
GPS	192.13	191.4
GPS	192.13	191.4
GPS	192.13	191.4
GPS	192.13	191.4
trailer	140.43	191.4
trailer	140.43	191.4
GPS	192.13	191.4
GPS	192.13	191.4
GPS	192.13	191.4
GPS	192.13	191.4
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GPS	192.13	191.4

GPS	192.13		191.4
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GPS	192.13		191.4
GPS	192.13		191.4
GPS	192.13		191.4
GPS	192.13		191.4
GPS	192.13		191.4
GPS	192.13		191.4
GPS	192.13		191.4
GPS	192.13	30241.68	191.4
GPS	192.13		
GPS	192.13		
GPS	192.13		
GPS	192.13		
trailer	140.43		
trailer	140.43		
GPS	192.13		
GPS	192.13		
GPS	192.13		
GPS	192.13		
GPS	192.13		
trailer	140.43		
trailer	140.43		
GPS	192.13		
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trailer	140.43		
GPS	192.13		
GPS	192.13		
GPS	192.13		
trailer	140.43		
GPS	192.13		
trailer	140.43		
GPS	192.13		191.4
GPS	192.13		191.4
GPS	192.13		191.4
GPS	192.13		191.4

GPS	192.13		191.4
GPS	192.13		
GPS	192.13		191.4
trailer	140.43		
GPS	192.13		191.4
GPS	192.13		191.4
GPS	192.13		
GPS	192.13		191.4
trailer	140.43		
GPS	192.13		191.4
GPS	192.13		191.4
GPS	192.13		
trailer	140.43		
GPS	192.13		191.4
GPS	192.13		191.4
GPS	192.13		191.4
GPS	192.13		191.4
GPS	192.13		
GPS	192.13		
GPS	192.13		
trailer	140.43		
equipment	196.6		
GPS	192.13		191.4
GPS	192.13		
GPS	192.13		
GPS	192.13		191.4
GPS	192.13	9618.66	191.4
completed	140.43		191.4
completed	196.6		191.4
Cam + GPS	665.75		191.4
completed	665.75		191.4
Cam + GPS	665.75		191.4
completed	196.6		191.4
completed	665.75		191.4
completed	665.75		191.4
completed	665.75		191.4
completed	665.75		191.4
Cam + GPS	665.75		191.4
completed	665.75		191.4
completed	140.43		191.4
Cam + GPS	665.75		191.4
completed	140.43		191.4
completed	196.6	7668.59	191.4
equipment	196.6		191.4
trailer	140.43		191.4
trailer	140.43		191.4
trailer	140.43		191.4

trailer	140.43	191.4
trailer	140.43	191.4
trailer	140.43	191.4
trailer	140.43	191.4
equipment	196.6	191.4
equipment	196.6	191.4
equipment	196.6	191.4
equipment	196.6	191.4
equipment	196.6	191.4
equipment	196.6	191.4
trailer	140.43	191.4
trailer	140.43	191.4
trailer	140.43	191.4
Cam + GPS	665.75	226.8
equipment	196.6	191.4
equipment	196.6	191.4
equipment	196.6	191.4
equipment	196.6	191.4
equipment	196.6	191.4
Cam + GPS	665.75	226.8
Cam + GPS	665.75	226.8
Cam + GPS	665.75	226.8
equipment	196.6	191.4
trailer	140.43	191.4
Cam + GPS	665.75	226.8
Cam + GPS	665.75	226.8
equipment	196.6	191.4
trailer	140.43	191.4
Cam + GPS	665.75	226.8
Cam + GPS	665.75	226.8
Cam + GPS	665.75	226.8
equipment	196.6	191.4
equipment	196.6	191.4
equipment	196.6	191.4
equipment	196.6	191.4
equipment	196.6	191.4
Cam + GPS	665.75	226.8
Cam + GPS	665.75	226.8
Cam + GPS	665.75	226.8
equipment	196.6	191.4
equipment	196.6	191.4
equipment	196.6	191.4
Cam + GPS	665.75	226.8
Cam + GPS	665.75	226.8
Cam + GPS	665.75	226.8
equipment	196.6	191.4
Cam + GPS	665.75	226.8
equipment	196.6	191.4
Cam + GPS	665.75	226.8

equipment	196.6		191.4
equipment	196.6		191.4
equipment	196.6		191.4
equipment	196.6		191.4
equipment	196.6		191.4
equipment	196.6		191.4
equipment	196.6		191.4
equipment	196.6		191.4
equipment	196.6		191.4
equipment	196.6		191.4
equipment	196.6		191.4
equipment	196.6		191.4
equipment	196.6		191.4
equipment	196.6		191.4
equipment	196.6		191.4
trailer	140.43	21007.34	191.4
equipment	196.6		191.4
equipment	196.6		191.4
trailer	140.43		191.4
trailer	140.43		191.4
equipment	196.6		191.4
equipment	196.6		191.4
Cam + GPS	665.75		226.8
Cam + GPS	665.75		226.8
equipment	196.6		191.4
equipment	196.6		191.4
trailer	140.43		191.4
Cam + GPS	665.75	3598.14	226.8
equipment	196.6		191.4
trailer	140.43		191.4
trailer	140.43		191.4
equipment	196.6		191.4
trailer	140.43		191.4
equipment	196.6		191.4
equipment	196.6		191.4
equipment	196.6		191.4
equipment	196.6		191.4
Cam + GPS	665.75		226.8
Cam + GPS	665.75		226.8
Cam + GPS	665.75		226.8
equipment	196.6		191.4
equipment	196.6		191.4
equipment	196.6		191.4
equipment	196.6		191.4
Cam + GPS	665.75		226.8
equipment	196.6		191.4

equipment	196.6			191.4
equipment	196.6	5640.09		191.4
trailer	140.43			191.4
trailer	140.43			191.4
trailer	140.43			191.4
trailer	140.43			191.4
Cam + GPS	665.75			191.4
Cam + GPS	665.75			191.4
Cam + GPS	665.75	2558.97		191.4
Cam + GPS	665.75	665.75		
Cam + GPS	665.75		423.42	191.4
Cam + GPS	665.75		423.42	191.4
Cam + GPS	665.75		423.42	191.4
Cam + GPS	665.75	2663	423.42	191.4
Cam + GPS	665.75		423.42	191.4
Cam + GPS	665.75		423.42	191.4
Cam + GPS	665.75		423.42	191.4
Cam + GPS	665.75		423.42	191.4
Cam + GPS	665.75		423.42	191.4
Cam + GPS	665.75		423.42	191.4
Cam + GPS	665.75		423.42	191.4
Cam + GPS	665.75		423.42	191.4
Cam + GPS	665.75		423.42	191.4
Cam + GPS	665.75		423.42	191.4
Cam + GPS	665.75		423.42	191.4
Cam + GPS	665.75	7989	423.42	191.4
equipment	196.6			
trailer	140.43			191.4
Cam + GPS	665.75		423.42	191.4
trailer	140.43			191.4
Cam + GPS	665.75		423.42	191.4
Cam + GPS	665.75		423.42	191.4
Cam + GPS	665.75		423.42	191.4
Cam + GPS	665.75		423.42	191.4
equipment	196.6			191.4
Cam + GPS	665.75		423.42	191.4
trailer	140.43			191.4
Cam + GPS	665.75		423.42	191.4
Cam + GPS	665.75		423.42	191.4
Cam + GPS	665.75		423.42	191.4
Cam + GPS	665.75		423.42	191.4
Cam + GPS	665.75		423.42	191.4
equipment	196.6			191.4
Cam + GPS	665.75		423.42	191.4

Cam + GPS	665.75		423.42	191.4
Cam + GPS	665.75		423.42	191.4
Cam + GPS	665.75		423.42	191.4
Cam + GPS	665.75		423.42	191.4
Cam + GPS	665.75		423.42	191.4
Cam + GPS	665.75		423.42	191.4
Cam + GPS	665.75		423.42	191.4
Cam + GPS	665.75		423.42	191.4
Cam + GPS	665.75		423.42	191.4
Cam + GPS	665.75		423.42	191.4
equipment	196.6			191.4
equipment	196.6			191.4
equipment	196.6			191.4
Cam + GPS	665.75		423.42	191.4
Cam + GPS	665.75		423.42	191.4
Cam + GPS	665.75		423.42	191.4
Cam + GPS	665.75		423.42	191.4
Cam + GPS	665.75		423.42	191.4
Cam + GPS	665.75		423.42	191.4
Cam + GPS	665.75		423.42	191.4
equipment	196.6	21104.24		191.4
equipment	196.6			191.4
trailer	140.43			191.4
trailer	140.43			191.4
Cam + GPS	665.75		423.42	191.4
equipment	196.6			191.4
Cam + GPS	665.75		423.42	191.4
Cam + GPS	665.75		423.42	191.4
Cam + GPS	665.75		423.42	191.4
Cam + GPS	665.75		423.42	191.4
Cam + GPS	665.75		423.42	191.4
equipment	196.6			191.4
Cam + GPS	665.75		423.42	191.4
Cam + GPS	665.75		423.42	191.4
Cam + GPS	665.75		423.42	191.4
equipment	196.6			191.4
equipment	196.6	7255.61		191.4
trailer	140.43			191.4
trailer	140.43			191.4
trailer	140.43			191.4
trailer	140.43			191.4
trailer	140.43			191.4
equipment	196.6			191.4
equipment	196.6			191.4
equipment	196.6			191.4
Cam + GPS	665.75		423.42	191.4
trailer	140.43			191.4

Cam + GPS	665.75		423.42	191.4
equipment	196.6			191.4
trailer	140.43			191.4
Cam + GPS	665.75		423.42	191.4
Cam + GPS	665.75		423.42	191.4
Cam + GPS	665.75		423.42	191.4
Cam + GPS	665.75		423.42	191.4
Cam + GPS	665.75		423.42	191.4
Cam + GPS	665.75		423.42	191.4
Cam + GPS	665.75		423.42	191.4
Cam + GPS	665.75		423.42	191.4
equipment	196.6			191.4
equipment	196.6			191.4
Cam + GPS	665.75		423.42	191.4
Cam + GPS	665.75			191.4
Cam + GPS	665.75			191.4
Cam + GPS	665.75			191.4
Cam + GPS	665.75			191.4
Cam + GPS	665.75			191.4
equipment	196.6	13011.21		191.4
equipment	196.6			191.4
equipment	196.6			191.4
equipment	196.6			191.4
trailer	140.43			191.4
trailer	140.43			191.4
trailer	140.43			191.4
equipment	196.6			191.4
equipment	196.6			191.4
equipment	196.6			191.4
equipment	196.6			191.4
Cam + GPS	665.75		423.42	191.4
Cam + GPS	665.75		423.42	191.4
equipment	196.6			191.4
Cam + GPS	665.75			191.4
equipment	196.6			191.4
equipment	196.6			191.4
equipment	196.6			191.4
Cam + GPS	665.75		423.42	191.4
Cam + GPS	665.75		423.42	191.4
equipment	196.6			191.4
equipment	196.6			191.4
Cam + GPS	665.75		423.42	191.4
Cam + GPS	665.75		423.42	191.4
Cam + GPS	665.75		423.42	191.4
Cam + GPS	665.75		423.42	191.4
equipment	196.6			191.4
equipment	196.6			191.4
equipment	196.6			191.4

equipment	196.6			191.4
equipment	196.6			191.4
equipment	196.6			191.4
trailer	140.43			191.4
trailer	140.43	10429.3		191.4
				191.4
trailer	140.43			191.4
equipment	196.6			191.4
trailer	140.43			191.4
equipment	196.6			191.4
equipment	196.6			191.4
equipment	196.6			191.4
Cam + GPS	665.75			191.4
trailer	140.43			191.4
Cam + GPS	665.75			191.4
equipment	196.6			191.4
trailer	140.43			191.4
trailer	140.43			191.4
equipment	196.6			191.4
trailer	140.43			191.4
Cam + GPS	665.75		423.42	191.4
equipment	196.6			191.4
equipment	196.6			191.4
equipment	196.6			191.4
equipment	196.6			191.4
equipment	196.6			191.4
equipment	196.6			191.4
equipment	196.6			191.4
Cam + GPS	665.75		423.42	191.4
Cam + GPS	665.75	6727.13	423.42	191.4
				191.4
Cam + GPS	665.75			191.4
Cam + GPS	665.75			191.4
Cam + GPS	665.75			191.4
Cam + GPS	665.75			191.4
Cam + GPS	665.75			191.4
Cam + GPS	665.75	3994.5		191.4
				191.4
equipment	196.6			191.4
trailer	140.43			191.4
trailer	140.43			191.4
trailer	140.43			191.4
equipment	196.6			191.4
equipment	196.6			191.4
Cam + GPS	665.75			191.4
Cam + GPS	665.75			191.4
Cam + GPS	665.75			191.4
equipment	196.6			191.4
equipment	196.6			191.4

equipment	196.6			191.4
equipment	196.6			191.4
equipment	196.6			191.4
Cam + GPS	665.75			191.4
equipment	196.6			191.4
Cam + GPS	665.75			191.4
equipment	196.6			191.4
equipment	196.6	5912.64		191.4
equipment	196.6			191.4
trailer	140.43			191.4
trailer	140.43			191.4
equipment	196.6			191.4
trailer	140.43			191.4
Cam + GPS	665.75		423.42	191.4
trailer	140.43			191.4
equipment	196.6			191.4
multiport cam + GPS	1217.24		423.42	191.4
multiport cam + GPS	1217.24		423.42	191.4
multiport cam + GPS	1217.24		423.42	191.4
multiport cam + GPS	1217.24		423.42	191.4
multiport cam + GPS	1217.24		423.42	191.4
multiport cam + GPS	1217.24		423.42	191.4
multiport cam + GPS	1217.24		423.42	191.4
multiport cam + GPS	1217.24		423.42	191.4
multiport cam + GPS	1217.24		423.42	191.4
multiport cam + GPS	1217.24		423.42	191.4
multiport cam + GPS	1217.24		423.42	191.4
multiport cam + GPS	1217.24		423.42	191.4
multiport cam + GPS	1217.24		423.42	191.4
multiport cam + GPS	1217.24		423.42	191.4
multiport cam + GPS	1217.24		423.42	191.4
multiport cam + GPS	1217.24		423.42	191.4
multiport cam + GPS	1217.24		423.42	191.4
Cam + GPS	665.75		423.42	191.4
Cam + GPS	665.75		423.42	191.4
multiport cam + GPS	1217.24		423.42	191.4
multiport cam + GPS	1217.24		423.42	191.4
multiport cam + GPS	1217.24		423.42	191.4
multiport cam + GPS	1217.24		423.42	191.4
multiport cam + GPS	1217.24		423.42	191.4
multiport cam + GPS	1217.24		423.42	191.4
Cam + GPS	665.75		423.42	191.4
multiport cam + GPS	1217.24		423.42	191.4
multiport cam + GPS	1217.24		423.42	191.4
multiport cam + GPS	1217.24		423.42	191.4
multiport cam + GPS	1217.24		423.42	191.4
multiport cam + GPS	1217.24		423.42	191.4
multiport cam + GPS	1217.24		423.42	191.4
Cam + GPS	665.75		423.42	191.4

completed	1217.24		423.42	191.4
multiport cam + GPS	1217.24		423.42	191.4
multiport cam + GPS	1217.24	42214.71	423.42	191.4
equipment	196.6			191.4
trailer	140.43			191.4
trailer	140.43			191.4
trailer	140.43			191.4
trailer	140.43			191.4
trailer	140.43			191.4
equipment	196.6			191.4
multiport cam + GPS	1217.24		423.42	191.4
equipment	196.6			191.4
equipment	196.6			191.4
Cam + GPS	665.75		423.42	191.4
multiport cam + GPS	1217.24		423.42	191.4
Cam + GPS	665.75		423.42	191.4
multiport cam + GPS	1217.24		423.42	191.4
multiport cam + GPS	1217.24		423.42	191.4
multiport cam + GPS	1217.24		423.42	191.4
multiport cam + GPS	1217.24		423.42	191.4
multiport cam + GPS	1217.24		423.42	191.4
multiport cam + GPS	1217.24		423.42	191.4
multiport cam + GPS	1217.24		423.42	191.4
multiport cam + GPS	1217.24		423.42	191.4
completed	1217.24		423.42	191.4
multiport cam + GPS	1217.24		423.42	191.4
multiport cam + GPS	1217.24		423.42	191.4
multiport cam + GPS	1217.24		423.42	191.4
multiport cam + GPS	1217.24		423.42	191.4
multiport cam + GPS	1217.24	22295.89	423.42	191.4
equipment	196.6			191.4
Cam + GPS	665.75		423.42	191.4
equipment	196.6			191.4
Cam + GPS	665.75		423.42	191.4
trailer	140.43			191.4
Cam + GPS	665.75		423.42	191.4
Cam + GPS	665.75		423.42	191.4
Cam + GPS	665.75		423.42	191.4
Cam + GPS	665.75		423.42	191.4
Cam + GPS	665.75		423.42	191.4
Cam + GPS	665.75		423.42	191.4
Cam + GPS	665.75		423.42	191.4
Cam + GPS	665.75		423.42	191.4
trailer	140.43			191.4
equipment	196.6			191.4
trailer	140.43			191.4
Cam + GPS	665.75			191.4

Cam + GPS	665.75			191.4
trailer	140.43			191.4
Cam + GPS	665.75			191.4
equipment	196.6	10002.87		191.4
equipment	196.6			191.4
Cam + GPS	665.75			191.4
Cam + GPS	665.75			191.4
Cam + GPS	665.75			191.4
Cam + GPS	665.75			191.4
Cam + GPS	665.75			191.4
Cam + GPS	665.75			191.4
Cam + GPS	665.75			191.4
Cam + GPS	665.75			191.4
Cam + GPS	665.75			191.4
completed	665.75			191.4
equipment	196.6	7050.7		191.4
Cam + GPS	665.75			191.4
Cam + GPS	665.75	1331.5		191.4
Cam + GPS	665.75			191.4
Cam + GPS	665.75	1331.5		191.4
trailer	140.43			191.4
equipment	196.6			191.4
equipment	196.6			191.4
trailer	140.43			191.4
trailer	140.43			191.4
Cam + GPS	665.75		423.42	191.4
Cam + GPS	665.75		423.42	191.4
equipment	196.6			191.4
equipment	196.6			191.4
equipment	196.6			191.4
equipment	196.6			191.4
equipment	196.6			191.4
equipment	196.6			191.4
equipment	196.6			191.4
Cam + GPS	665.75		423.42	191.4
trailer	140.43			191.4
equipment	196.6			191.4
Cam + GPS	665.75		423.42	191.4
Cam + GPS	665.75		423.42	191.4
Cam + GPS	665.75		423.42	191.4
Cam + GPS	665.75		423.42	191.4
Cam + GPS	665.75		423.42	191.4
Cam + GPS	665.75		423.42	191.4
Cam + GPS	665.75		423.42	191.4
Cam + GPS	665.75		423.42	191.4

Cam + GPS	665.75		423.42	191.4
trailer	140.43			191.4
Cam + GPS	665.75		423.42	191.4
Cam + GPS	665.75		423.42	191.4
Cam + GPS	665.75		423.42	191.4
trailer	140.43			191.4
Cam + GPS	665.75		423.42	191.4
Cam + GPS	665.75		423.42	191.4
Cam + GPS	665.75		423.42	191.4
equipment	196.6			191.4
equipment	196.6			191.4
Cam + GPS	665.75		423.42	191.4
trailer	140.43			191.4
Cam + GPS	665.75			191.4
equipment	196.6			191.4
equipment	196.6			191.4
equipment	196.6			191.4
Cam + GPS	665.75			191.4
trailer	140.43			191.4
trailer	140.43			191.4
Cam + GPS	665.75			191.4
Cam + GPS	665.75			191.4
Cam + GPS	665.75			191.4
equipment	196.6			191.4
Cam + GPS	665.75			191.4
Cam + GPS	665.75			191.4
Cam + GPS	665.75			191.4
Cam + GPS	665.75			191.4
equipment	196.6			191.4
trailer	140.43			191.4
completed	140.43			191.4
equipment	196.6	23724.53		191.4
trailer	140.43			191.4
Cam + GPS	665.75		423.42	191.4
Cam + GPS	665.75		423.42	191.4
Cam + GPS	665.75		423.42	191.4
Cam + GPS	665.75		423.42	191.4
Cam + GPS	665.75		423.42	191.4
Cam + GPS	665.75		423.42	191.4
Cam + GPS	665.75		423.42	191.4
Cam + GPS	665.75	5466.43	423.42	191.4
Cam + GPS	665.75			191.4
Cam + GPS	665.75			191.4
Cam + GPS	665.75	1997.25		191.4
Cam + GPS	665.75			191.4
Cam + GPS	665.75			191.4

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Cam + GPS	665.75			191.4
Cam + GPS	665.75			191.4
Cam + GPS	665.75			191.4
Cam + GPS	665.75			191.4
Cam + GPS	665.75	5236		191.4
GPS	192.13			191.4
GPS	192.13			191.4
GPS	192.13			191.4
GPS	192.13			191.4
GPS	192.13	960.65		191.4
Cam + GPS	665.75	665.75		191.4
	326204.1	326114.11	81301.14	139515

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CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. M-5

Date: November 12, 2025

Subject: Request that the City Council consider authorizing the City Manager to award River North LLC (Via) as the primary vendor for any passenger trips provided for Tyler Transit.

Item Reference:

Tyler Transit issued RFP 25-040 to select a qualified vendor to assist Tyler Transit with providing passenger trips for both paratransit and microtransit passengers. Via was the only vendor to respond to the bid request. The transit staff reviewed the bid and found it to be both reasonable and responsive, based on the independent cost analysis required by the Federal Transit Administration (FTA). Via provided two options in the bid response as detailed below.

Option 1: Non-Dedicated Fleet Model - This model utilizes driver-owned vehicles (BYOV), similar to Uber and Lyft. Both drivers and vehicles must meet the criteria specified in the attached agreement, including FTA-compliant driver background checks, drug and alcohol testing, and vehicle standards. This option is priced at $49.80 per hour or $26.66 per trip with $550 upfront cost for camera installation. The per-trip cost includes trips up to 6 miles. Any trips over 6 miles will incur an additional cost of $2.58 per additional mile.

Option 2 - Dedicated Fleet Model - This model utilizes dedicated, branded wheelchair-accessible vehicles (WAVs). This option is priced at $85.09 per hour with $550 upfront cost for cameras. The dedicated fleet model with the WAV option does not include per-trip pricing.

The Tyler Transit staff has chosen to proceed with option 1. After reviewing both options, option 1 has the greater cost-saving potential and higher efficiencies.

This agreement is for an initial three-year period beginning upon the launch date of November 19, 2025. This agreement includes the option to extend upon mutual agreement of both parties for up to four additional one-year periods. This agreement shall not exceed $500,000 annually unless amended by a written agreement of Tyler Transit and Via. Pricing after Year 1 will increase on the anniversary of the launch date, at the greater of 3% or the last 12 months Consumer Price Index for All Urban Consumers (CPI-U).

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to award River North LLC (Via) as the primary vendor for any passenger trips provided for Tyler Transit.

Attachments:
River North MSA
Service Order Form

Drafted/Recommended By:
Department Leader Leroy Sparrow/ Transit Director

Edited/Submitted By:
City Manager

MASTER TERMS AND CONDITIONS FOR TRANSIT AS A SERVICE

THESE MASTER TERMS AND CONDITIONS FOR VIA TRANSIT AS A SERVICE (these "**Terms and Conditions**" or this "**Agreement**") are entered into as of the effective date designated on the signature page hereto (the "**Effective Date**") between **River North Transit LLC,** a Delaware limited liability company with its principal office located at 114 5th Ave., 17th Floor, New York, NY 10011 (**"Service Provider**"), and **THE CITY OF TYLER TRANSIT DEPARTMENT**, a City located at **304 NORTH BORDER, TYLER, TX 75702** ("**Customer**"/"City")), and together with Service Provider, "the **Parties**". The City of Tyler is a home-rule municipal corporation organized under the laws of the State of Texas. Defined terms have the meaning given to them in Section 15 or in the Section in which they first appear.

WITNESSETH:

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

WHEREAS, the City seeks to expand and enhance its public transportation options to better serve residents, including those in underserved or high-demand areas, by supplementing existing transit services with on-demand rideshare or microtransit solutions; and

WHEREAS, River North Transit LLC offers a technology platform and brokered rideshare services through a network of independent contractor drivers, and has represented its ability to provide such services in compliance with applicable federal, state, and local laws; and

WHEREAS, the Federal Transit Administration (FTA) requires that transit service providers implement appropriate safety, training, background check, and vehicle inspection procedures, including compliance with the Americans with Disabilities Act (ADA); and

WHEREAS, the City has determined that entering into a Master Terms and Conditions Agreement with Service Provider will support the City's goals for multimodal mobility, service equity, and efficient use of transportation resources; and

WHEREAS, both parties desire to define the terms and conditions under which the Service Provider will deliver such on-demand rideshare overflow services, including response times, service zones, data reporting, fare integration, and other operational standards.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Provider agree as follows:

1. BACKGROUND AND PURPOSE.

1.1 Via Background. Via Transportation, Inc. ("**Via**"), the parent company of Service Provider, is the developer and owner of a proprietary technology platform and certain related systems and methods used to establish, monitor, operate and/or manage on-demand transit networks (the "**Via Solution**") that it uses to provide customers with technology and technology enabled integration services, acting as a broker coordinating the services of third party service providers to effectuate public or private transportation networks (collectively, the "**Services**").

1.2 Purpose; Ordering. The purpose of these Terms and Conditions is to provide a framework under which Service Provider will provide to Customer the Services. These Terms and Conditions shall govern the provision of Services by Service Provider to Customer as described in the service order attached hereto and any other service order signed by Service Provider and Customer (each, an "**Order**"). Each Service Order shall

identify service areas, hours of operation, FTA compliance obligations, performance metrics, and reporting frequency consistent with the Federal Transit Administration requirements referenced herein.

1.3 The Services provided under this Agreement shall be used solely for the Customer's general demand-response transit operations. The Service Provider shall not provide any services for paratransit, ADA-covered transportation, or any transportation of individuals with disabilities under applicable law. The Service Provider must ensure that all operations, vehicles, and personnel under this Agreement are dedicated to serving the general public and comply with this restriction.

2. THE SERVICES.

2.1 The Services.

(a) The Services. Pursuant to one or more Orders, the parties intend that Service Provider shall provide the Services described in such Order. In some cases, Services will require a more comprehensive description than that contained in the applicable Order. If that is the case, the parties will enter into a mutually agreed statement of work and attach it to the applicable Order (each, a "**Statement of Work**" or "**SOW**"). Each Order or SOW, as needed, will set forth the particulars of the Services for each city or locality in which Customer intends to operate the Via Solution in connection with the Service, as specified in the Order.

(b) Additional Services. From time-to-time Customer may desire to engage Service Provider to perform additional services, such as development of product features and/or services directly related to the Via Solution which fall outside the scope of the Services. In such cases, the parties will negotiate toward potential execution of such SOWs as are jointly determined to be appropriate. All such services described in this Section 2.1(b) are referred to collectively as, the "**Additional Services**". The Parties shall agree upon a blended hourly rate for Service Provider to bill Customer for performing such Additional Services under the relevant SOW. Service Provider shall consider proposals for such Additional Services in good faith but is under no obligation to perform the Additional Services if an SOW cannot be agreed upon with Customer.

(c) General Terms. All references to Orders include their SOWs. Service Provider shall provide the Services to the Customer in accordance with the relevant Order beginning on the Effective Date and continuing throughout the Term, in accordance with the terms of this Agreement. The Services to be delivered to the Customer are set forth in the relevant Order as may be amended through written agreement between Service Provider and the Customer from time to time during the Term. All Services to be performed by Service Provider shall be in accordance with the applicable Order executed by Service Provider and the Customer and Service Provider's obligations under Section 9.1 (Regulatory Compliance). Service Provider's provision of the Services requires such reasonable and timely cooperation as Service Provider may require of the Customer, including access to the Customer's information, personnel, and/or systems, and Service Provider shall not be responsible for any failures or delays caused by the Customer's failure to so cooperate or any inaccurate information provided by or on behalf of the Customer. Unless an Order has different acceptance terms, Customer will accept the Services and any resulting deliverables upon payment or fifteen (15) days after their performance, whichever occurs first, and may not withhold, condition, or delay payment or acceptance after that time.

(d) Relationship Management. The Customer Manager and Service Provider Manager named in an Order shall assume operational responsibility for that Order. Changes to the scope of an existing Order or SOW (including changes to any deliverables) require mutual written consent of the parties.

(e) Data Ownership. All data provided by City to Service Provider in the course of performing services under this Agreement and data that is input by or on behalf of City into the Via Solution (collectively, "Customer Data"), shall be and remain the sole and exclusive property of the Customer. The Service Provider shall have no ownership interest in the Customer Data and may not use, disclose, sell, or share such data except as necessary to perform its obligations under this Agreement or as required by applicable law. City hereby grants to Service Provider a non-exclusive, non-transferable, royalty-free license to use Customer Data for the purpose of providing the Services to City and for the internal development and improvement of Contractor's proprietary products and services, provided that such use for internal improvement is on an aggregated, de-identified or anonymized basis that does not identify City or any individual rider, and must

comply with all applicable privacy, data protection, and cybersecurity laws and regulations. Any other use of Customer outside the scope of this Agreement or any Service Order Form must be approved in writing by the Customer. All handling, storage, and processing of Customer Data shall comply with applicable federal, state, and local privacy and data protection laws.

2.2 Performance and Monitoring Standards

2.2.1. Service Availability

- Hours of Operation: Service shall be available during the hours designated by the City in each Order or Service Area Agreement.
- Service Area Coverage: The Service Provider shall ensure that the on-demand service is available throughout the designated service area(s), including any geofenced zones identified by the City.
- Vehicle Supply: Sufficient vehicle availability shall be maintained to meet demand within service thresholds (see Section 2).

2.2.2. Response Time & Trip Fulfillment

- Trip Fulfillment Rate: Trip fulfillment rate will be established through mutual agreement and may be adjusted over time based on ongoing evaluation of fleet availability, demand, and operational capacity. Any changes to the agreed-upon target shall be documented in writing.
- On-Time Performance: Contractor will strive to achieve a cumulative goal of 90% on time performance. On time will be considered up to 5 minutes prior to the passenger's scheduled pick up time and up to 30 minutes after their scheduled pick up time.
- Cancellations:
    - Unfulfilled Requests: The Service Provider shall report and categorize any unfulfilled or dropped requests.

2.2.3. Rider Experience and Safety

- Vehicle Standards:
    - All vehicles must meet agreed upon cleanliness standards, be well-maintained, and meet applicable federal and state safety standards. Driver partners will incorporate cleanliness standards as part of pre-trip inspection process.
    - Vehicles must be inspected at least annually and have valid registration and insurance as required by law.
- Driver Standards:
    - All drivers must pass criminal background checks, driving record checks, and vehicle safety checks prior to providing services.
    - All drivers must complete City-approved or provided training on accessibility, ADA compliance, and anti-discrimination.
- Rider Ratings: The average rider satisfaction rating must be at least 4.5 out of 5, measured monthly via in-app or post-ride surveys.

2.2. 4. Equity and Accessibility

- The Americans with Disabilities Act ("ADA") Compliance: Provider shall ensure equivalent service is available to riders with disabilities, including:
    - Wheelchair-accessible vehicles (WAVs) available upon request if Customer employs a Dedicated Fleet Model in which Via provides both ambulatory and WAV trips
    - No additional fare for accessible services.
- Digital Access:
    - Riders must be able to book rides via a smartphone app and via alternative means (e.g., phone dispatch or web-based tool).
- Language Access: App and must be available in English and Spanish, at a minimum.

2.2.5. Data Sharing and Reporting

- Monthly Performance Reports: The Service Provider shall submit detailed reports within 10 business days of month-end, including:
    - Total number of trips requested, accepted, completed, and canceled.

- Average and median wait times.
- Trip distances and durations.
- Locations of service demand and fulfillment.
- Rider ratings and complaints.
- Service for individuals with disabilities.

- Real-Time Data Access: Provider shall grant the City access to a real-time API or dashboard showing live service activity (subject to privacy constraints).
- Incident & Complaint Reporting:
  - Any crash, injury, or police-reported incident must be reported to the City within 1 business day.
  - Serious complaints (e.g., claims of discrimination, verbal or physical assault, or harassment) must be reported within 1 business day.
  - For other complaints raised by the City, Service Provider will use commercially reasonable efforts to acknowledge and respond to complaints in a timely manner. The parties agree that specific response times and service level expectations may be adjusted over time based on operational needs and mutual agreement

2.2.6. Compliance and Auditing

- The City reserves the right to audit performance data, driver and vehicle records, and compliance with applicable laws on at least 10 business days' notice.
- Provider must cooperate fully with any City-led investigations or public records requests, subject to applicable confidentiality protections.

2.2.7. Key Performance Indicators (KPIs)

KPI	Target	Measurement Period
ADA Trip Fulfillment, if using a Dedicated Fleet Model	Equivalent to general service	Monthly
Rider Satisfaction Rating	≥ 4.5 / 5.0	Monthly
Monthly Reporting Compliance	100% On Time	Monthly
On-Time Performance	>90%+	Monthly

2.2.8. Remedies for Non-Performance

- If KPIs are not met for two consecutive months, the City may:
  - Require a corrective action plan within 15 days.
  - Temporarily suspend new ride requests until performance improves.
  - Terminate the agreement for cause if deficiencies are persistent and uncured.

2.3 Vehicles

The Service Provider shall use commercially reasonable efforts to monitor its independent contractor driver partners to ensure the safe operation of the vehicles and the commercially reasonable protection of its passengers and bystanders while operations are being conducted. Service Provider shall provide service using the vehicle fleet described in the Scope of Services. ADA service needs must be met per applicable regulations, but the type and number of vehicles used to provide the Services will be dependent upon demand and may change over the life of the service. Service Provider shall use commercially reasonable efforts to monitor its independent contractor driver partners to ensure all vehicles used for the provision of service are cleaned and maintained in accordance with City and applicable FTA standards and requirements. Service Provider shall use commercially reasonable efforts for vehicles used for the provision of service to be ten (10) years or less in age, have less than 150,000 miles and have passed the required inspection. This requirement may be adjusted if Customer and Service Provider mutually agree that an inadequate supply of vehicles satisfies such criteria. Vehicles shall meet all U.S. Environmental Protection Agency ("EPA") standards.

2.4 Approved Operators

Service Provider shall on a monthly basis provide Customer with a list of approved operators who have been appropriately screened, background checked, and drug and alcohol tested to comply with all relevant federal, state, and local regulations, with the first list to be provided to City no less than five (5) days prior to the Services start date. Operators added to the

list after such initial list is provided shall be made subject to the same screenings, background checks and drug and alcohol tests referenced above

3. INTELLECTUAL PROPERTY AND RELATED RIGHTS.

3.1 The Via Solution. No exchange of or license to intellectual property rights is contemplated hereunder. For the avoidance of doubt, as between Customer and Service Provider hereunder, all Intellectual Property Rights ("**IPRs**" as defined in Section 15) in and to the Via Solution and all of their derivative works and improvements are owned by, and are proprietary to Via. No right, title or interest in or to the Via Solution or any portion thereof is or shall be granted or transferred to Customer under this Agreement, whether by license or otherwise; and Customer acknowledges and agrees that it shall have no right to use, reproduce, distribute, sublicense, modify or otherwise provide to third parties, the Via Solution, in whole or in part.

3.2 Rider Data. With respect to Rider Data, the provisions of the Tyler Transit Deployment Service Order entered into between Via Mobility, LLC and Customer, dated as of April 5, 2021, as may be amended, modified, amended and restated from time to time, shall apply.

3.3 Rights to Marks. As between them hereunder, each party is and shall continue to be the exclusive owner of all IPR in and to their respective Marks. To the extent the parties have agreed that one party requires the use of the other party's Marks in connection with performance under an Order, such Order shall be deemed to contain a grant of license (or sublicense, as applicable) to such party's Marks sufficient to allow full performance under such Order. In addition, Service Provider shall have the right to use Customer's Marks in accordance with Section 12. In the event that Customer uses Via's Marks in a way that causes material reputational harm to Via's brand, Via reserves the right to withdraw Customer's use of the Via Marks from the Service.

3.4 Independent Activities. The Customer acknowledges that Service Provider is in the business of performing services similar to the Services for third parties and that, subject to its confidentiality obligations hereunder, nothing herein prevents Service Provider from continuing to engage in the performance of such services and related independent activities.

3.5 Independent Contractor

It is expressly understood and agreed that Service Provider is an independent contractor, and not an agent, servant, employee, or representative of the Customer. No employee or agent of Service Provider shall be considered an employee of the Customer for any purpose whatsoever under this Agreement. Service Provider shall have exclusive control of, and the exclusive right to control, the details of the Services and work performed under this Agreement and all persons performing the same and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors, licensees, or invitees. Nothing in this Agreement shall be construed as creating a partnership or joint venture between the Customer and Service Provider.

3.6 Data Localization and Storage

The Service Provider shall ensure that all data storage and processing complies with applicable federal, state, and local data protection laws and regulations.

4. FEES, TAXES, EXPENSES AND PAYMENTS.

The fees for Services purchased (the "**Fees**"), together with the schedule of payments and any additional payment information, are listed in each applicable Order. Unless otherwise stated in the Order, all Fees will be payable by Customer within fifteen (15) days of receipt of invoice. Customer's obligation to pay under any one Order is not contingent on Customer entering into, or Service Provider performing under, any other Order now or in the future. Fees do not include applicable taxes (including sales, use, value-added, or excise taxes) or government charges all of which are payable by Customer (excluding taxes on Service Provider's income), nor do they include expenses Service Provider may incur for Customer's direct benefit, which will be incurred in accordance with Customer's applicable expense-reimbursement policies, if so requested. Sales or value-added taxes or similar governmental charges associated with the provision of any Services (excluding taxes

on Service Provider's income) will be separately stated on the relevant invoice and shall be paid by Customer in accordance with this Section 4. If Service Provider does not receive timely payment, Service Provider may charge the maximum monthly interest allowed by law or one percent, whichever is greater, except as expressly limited by the Texas Prompt Payment Act, Chapter 2251, Texas Government Code, suspend Service Provider's performance and seek cost of collection, including reasonable attorneys' fees. If Customer disputes invoiced amounts, Customer must submit disputes to Service Provider in writing within ten (10) business days of the date the invoice originally was due, otherwise it will be final and non-refundable.

Appropriation of Funds

Notwithstanding any provision to the contrary herein, the Customer's payment obligations under this Agreement are payable only and solely from funds appropriated and available for the purpose of this Agreement. If no funds or insufficient funds are appropriated and budgeted in any fiscal period for payments due under this Agreement, the Customer will notify Service Provider of such occurrence, and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or further obligation to Customer.

5. TERM AND TERMINATION.

5.1 Term; Duration of Right to Place Orders. The Customer's right to enter into Orders under these Terms and Conditions commences on the Effective Date and continues, unless earlier terminated pursuant to this Section 5, for so long as at least one Order remains continuously in effect (the "**Term**").

5.2 Termination.

(a) If an obligation under this Agreement or an Order is materially breached, the non-breaching party may provide written notice specifying the nature of the breach and the breaching party will have thirty (30) days from receipt of notice to cure. If not so cured, the non-breaching party may terminate the applicable Order or Orders affected by the breach by providing a second written notice of immediate termination. In addition, all Orders, including all Services under them, shall terminate automatically and immediately upon either party's insolvency or any attempt by either party to obtain protection from creditors or wind down operations, unless otherwise agreed by the opposing party in a written notice.

(b) If an Order is terminated by either party or expires pursuant to its terms, then Customer must pay any undisputed outstanding amounts properly invoiced and due for Services performed through the date of termination or expiration. All copies and embodiments of Service Provider's Confidential Information (including the Via Solution) must be returned. Unless an Agreement is terminated by Customer under this Section 5 as a result of Service Provider's uncured material breach, no expiration or termination of this Agreement will affect Customer's obligation to pay for Service Provider's reasonable, pre-approved, and documented non-cancelable obligations to third parties on behalf of or benefitting Customer under an active Order and disclosed in writing to and approved by the Customer ,all of which will remain due and payable by Customer in accordance with the terms of the applicable Order to Service Provider. Notwithstanding the foregoing, the Customer shall not be responsible for any non-cancelable obligations or third-party costs incurred by Service Provider unless such costs: (i) were expressly authorized in writing in advance by the City, (ii) were incurred solely for the City's benefit, and (iii) are documented and reasonable. This obligation shall be subject in all cases to the availability of appropriated funds and applicable law. The notification by either party of its intent to terminate this Agreement and/or any Orders does not relieve either party of any obligations that have accrued on or before the date on which termination becomes effective.

(c) Termination for Convenience.

The City may terminate this Agreement or any Order, in whole or in part, at any time and for any reason, without cause and without penalty, by providing thirty (30) days' prior written notice to the Service Provider. Upon such termination, the City shall pay Service Provider for all undisputed amounts properly invoiced and due for Services satisfactorily performed through the date of termination. This termination right is subject to the availability of appropriated funds and applicable law.

6. CONFIDENTIALITY AND DATA SECURITY.

6.1 Confidentiality.

(a) Non-Disclosure Obligations. Confidential Information may be provided or disclosed by one party (the "**Disclosing Party**") orally, in writing or in graphical, machine-readable or other form to the other party (the "**Receiving Party**"). The Receiving Party shall exercise at least the same degree of care to protect the confidentiality of the Disclosing Party's Confidential Information as it uses to protect its own confidential information, but in no event less than reasonable care. Confidential Information may only be disclosed to the Receiving Party's employees, contractors, or legal or financial advisors who have a need to know such information for the purposes of this Agreement and who are subject to obligations of confidentiality substantially similar to those contained herein. As between the Parties, all Confidential Information remains the sole and exclusive property of the Disclosing Party. Except as expressly provided herein, no license or other rights to Confidential Information are granted or implied. Notwithstanding the foregoing, the Customer is subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code ("TPIA"), and nothing in this Agreement shall be construed to prevent the Customer from complying with its obligations under that law. If the City receives a request under the TPIA for information marked by the Service Provider as confidential, proprietary, or a trade secret, the City will provide timely notice to Service Provider in accordance with Section 552.305 of the Texas Government Code, so that Service Provider may submit its arguments to the Texas Attorney General as to whether the information falls within an exception to disclosure. The Customer shall not be held liable for any disclosure determined to be required by applicable law, including determinations made by the Texas Attorney General.

(b) Exclusions. The obligations of confidentiality under this Agreement shall not apply to information that: (i) is or becomes publicly available other than through a breach of this Agreement; (ii) was already known to the Receiving Party at the time of disclosure without restriction on use or disclosure; (iii) is independently developed without use of or reference to the Disclosing Party's Confidential Information; or (iv) is lawfully obtained from a third party who is not under an obligation to the Disclosing Party. The Receiving Party may also disclose Confidential Information to the extent required by law, subpoena, or order of a court or regulatory authority. To the extent practicable and permitted by law, the Receiving Party shall give prompt written notice to the Disclosing Party prior to any such disclosure, so that the Disclosing Party may seek to contest or limit such disclosure.

6.2 Data Breach Notification and Remediation

In addition to its obligations under Section 6.1, and to the extent required by Texas Government Code § 2054.603, Service Provider shall notify the City immediately or within 24 hours of becoming aware of any Security Incident, data breach, or unauthorized access, acquisition, use, or disclosure of Customer Data or Confidential Information (as defined in Section 6.1) that is stored, processed, or transmitted by Service Provider or its subcontractors in connection with the performance of this Agreement.

(a) Obligations Following a Breach. In the event of a breach, Service Provider shall:

- Promptly investigate and remediate the incident;
- Fully cooperate with the City and any regulatory or law enforcement agency investigating the incident;
- Provide all information the City reasonably requests concerning the nature, extent, cause, and mitigation of the breach;
- Provide notice to all affected individuals as required by applicable law;
- At its own cost and expense, provide twelve (12) months of credit monitoring services and identity theft protection to all individuals whose personal information was or may have been compromised; and
- Implement corrective actions to prevent further incidents.

(b) Costs and Indemnification. Service Provider shall be solely responsible for all costs arising out of any such breach or Security Incident, including but not limited to: notice to affected individuals, regulatory fines or penalties, forensic investigation, legal fees, data restoration, credit monitoring, and all other reasonably necessary mitigation expenses.

To the extent permitted by law, Service Provider shall indemnify, defend, and hold harmless the City and the Indemnified Parties (as defined in Section 7) from and against any Losses (as defined in Section 15) that arise from a Security Incident, except to the extent caused by the City's own gross negligence or willful misconduct. This obligation shall survive termination or expiration of the Agreement.

(c) Definition of Security Incident. For purposes of this Agreement, a "Security Incident" means any actual or reasonably suspected unauthorized access, acquisition, use, disclosure, modification, or destruction of City data or Confidential Information, or interference with system operations in an information system, whether electronic or physical, including incidents involving Service Provider's personnel or subcontractors.

7. INDEMNIFICATION AND RELATED OBLIGATIONS.

TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY OF TYLER, ITS OFFICERS, OFFICIALS, EMPLOYEES, AND AGENTS (COLLECTIVELY, THE "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL THIRD-PARTY CLAIMS, THIRD-PARTY DEMANDS, LOSSES, DAMAGES, LIABILITIES, FINES, PENALTIES, THIRD-PARTY CAUSES OF ACTION, JUDGMENTS, AND COSTS (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES) (COLLECTIVELY, "LOSSES" AS DEFINED IN SECTION 15.) THAT ARISE OUT OF OR RELATE TO:

1. BODILY INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE, INCLUDING LOSS OF USE, CAUSED IN WHOLE OR IN PART BY THE NEGLIGENT ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS (INCLUDING TRANSPORTATION PROVIDERS USING NON-DEDICATED PERSONAL

VEHICLES), OR ANY PERSON OR ENTITY UNDER ITS DIRECTION OR CONTROL IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT,

2. ANY VIOLATION OF APPLICABLE FEDERAL, STATE, OR LOCAL LAW, REGULATION, OR ORDINANCE BY SERVICE PROVIDER OR ITS SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT; OR

This indemnity obligation applies only to the extent of the Service Provider's proportionate responsibility for such Losses as determined in accordance with Chapter 33 of the Texas Civil Practice and Remedies Code, or any successor statute. For clarity, the Parties agree that:

1. **Proportionate responsibility** shall be determined by:
    - a court of competent jurisdiction located in Smith County, Texas for state law matters, or the United States District Court for the Eastern District of Texas for federal law matters; or
    - by mutual written agreement of the parties, if the parties reach such an agreement following good-faith participation in the non-binding dispute resolution process set forth in Section 11.
2. The Service Provider shall have no obligation to indemnify Customer for any portion of liability attributable to the negligence, willful misconduct, fault, or strict liability of the Customer, or any of the Customer's officers, officials, employees, or agents.

Service Provider's indemnity obligations are not limited by the types or amounts of insurance maintained and shall survive the expiration or termination of this Agreement.

Service Provider shall comply with the Texas Workers' Compensation Act and shall indemnify and hold harmless the City from any and all claims under the Act arising out of injuries to Service Provider's employees or subcontractors in connection with the performance of this Agreement.

IF SERVICE PROVIDER PROVIDES ANY SOFTWARE OR TECHNOLOGY TO THE CITY UNDER THIS AGREEMENT, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY FROM AND AGAINST ANY THIRD-PARTY CLAIMS THAT SUCH SOFTWARE OR TECHNOLOGY DIRECTLY INFRINGES A VALID UNITED STATES PATENT, COPYRIGHT, OR TRADE SECRET, PROVIDED THAT:

1. THE CITY PROMPTLY NOTIFIES SERVICE PROVIDER IN WRITING OF THE CLAIM;

2. SERVICE PROVIDER IS GIVEN SOLE CONTROL OVER THE DEFENSE AND SETTLEMENT OF THE CLAIM; AND

3. THE CITY REASONABLY COOPERATES IN SUCH DEFENSE.

THIS OBLIGATION SHALL NOT APPLY TO CLAIMS ARISING FROM (A) USE OF THE SOFTWARE IN VIOLATION OF THE AGREEMENT OR APPLICABLE DOCUMENTATION, (B) MODIFICATIONS MADE BY ANY PARTY OTHER THAN SERVICE PROVIDER, OR (C) USE OF THE SOFTWARE IN COMBINATION WITH EQUIPMENT, SOFTWARE, OR DATA NOT PROVIDED BY SERVICE PROVIDER, IF THE CLAIM WOULD NOT HAVE ARISEN BUT FOR SUCH COMBINATION. SERVICE PROVIDER'S LIABILITY UNDER THIS SECTION SHALL BE LIMITED TO THE REMEDIES STATED ABOVE AND SHALL NOT APPLY TO ANY CLAIM SUBJECT TO A SEPARATE SOFTWARE LICENSE OR SAAS AGREEMENT EXECUTED BY THE PARTIES.

THE CITY SHALL NOT BE REQUIRED TO INDEMNIFY THE VENDOR UNDER ANY CIRCUMSTANCES. ANY PROVISION REQUIRING INDEMNIFICATION BY THE CITY IS VOID UNDER ARTICLE XI, SECTION 7 OF THE TEXAS CONSTITUTION, WHICH PROHIBITS MUNICIPALITIES FROM INCURRING DEBT WITHOUT PROPER TAX LEVIES AND SINKING FUNDS. THIS CLAUSE SHALL NOT BE CONSTRUED TO CREATE ANY DEBT OR PECUNIARY OBLIGATION ON THE PART OF THE CITY BEYOND CURRENT REVENUES.

8. WARRANTIES; LIMITATION OF LIABILITY; INSURANCE.

8.1 Warranties. Service Provider warrants that: (a) from the Effective Date until the expiry or termination of this Agreement, the Services will comply in all material respects with this Agreement and with the relevant Order or SOW; (b) the Services will be carried out in a competent and professional manner, consistent with industry standards and best practices for on-demand and overflow transportation services. Service Provider shall ensure that all personnel, including subcontractors and drivers, are properly trained, licensed, and qualified to perform the Services safely and efficiently. The Services shall comply with all applicable federal, state, and local laws, regulations, and ordinances, including but not limited to transportation safety requirements. Service Provider shall maintain all necessary permits, certifications, and insurance coverage

required to provide the Services. In the event the Services fail to perform as warranted in this Section 8.1, Service Provider shall, upon written notice from the City, promptly and at no additional cost, use its best efforts to correct or cure any such failure without undue delay. If Service Provider fails to commence correction within three (3) business days of such notice, or fails to diligently pursue correction to completion within ten (10) business days thereafter, the City may pursue any and all remedies available under this Agreement or at law or equity, including but not limited to termination for cause. This warranty and obligations hereunder shall survive any correction or cure until the Service meets the warranted standards .

8.2 Disclaimers. WITHOUT PREJUDICE TO SECTION 8.1 AND TO THE MAXIMUM EXTENT PERMITTED BY LAW: (a) EACH PARTY EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY (INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR PURPOSE AND NON-INFRINGEMENT), EXCEPT FOR ANY EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT; AND (b) SERVICE PROVIDER DOES NOT WARRANT THAT THE VIA SOLUTION MEETS CUSTOMER'S REQUIREMENTS, OPERATES WITHOUT INTERRUPTION, OR IS ERROR FREE; PROVIDED, HOWEVER, THAT SERVICE PROVIDER SHALL PERFORM THE SERVICES IN ACCORDANCE WITH THE STANDARD OF CARE SET FORTH IN THIS AGREEMENT AND SHALL PROMPTLY CORRECT ANY MATERIAL FAILURES AS REQUIRED HEREIN. **Sentence intentionally deleted.** The Customer shall not be deemed to have assumed responsibility for incidents involving riders that arise out of or relate to the actions or omissions of the Service Provider or its subcontractors.

8.3 Limits on and Exclusions from Liability. The Parties acknowledge that the nature of the Services involves transportation of the public using non-dedicated third-party vehicles and drivers, and the Customer, as a public governmental entity, does not waive and expressly reserves all rights and remedies under Texas law with respect to liability and claims arising from the Services.

Limits on and Exclusions from Liability. NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, RELIANCE, OR PUNITIVE DAMAGES OR LOST OR IMPUTED PROFITS OR LOST DATA EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OTHER THAN WITH RESPECT TO FEES PAID OR PAYABLE BY CUSTOMER EACH PARTY'S TOTAL LIABILITY FOR ALL CLAIMS ARISING IN CONNECTION WITH ALL AGREEMENTS WILL BE LIMITED TO DIRECT DAMAGES IN AN AMOUNT NOT TO EXCEED $6,000,000. THE PARTIES AGREE THAT THIS LIMITATION OF LIABILITY DOES NOT APPLY TO TORT LIABILITY TO THIRD PARTIES ARISING FROM CONTRACTOR'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AND DOES NOT WAIVE, LIMIT, OR OTHERWISE PREJUDICE THE INSURANCE COVERAGE REQUIREMENTS HEREIN.

8.4 Insurance.

(a) Service Provider shall maintain insurance coverage in the types and amounts required by the City at its sole cost and expense for the duration of this Agreement and any extensions thereof. All policies shall be issued by insurance companies authorized to do business in the State of Texas and rated not less than A-VII by A.M. Best or equivalent.

(b) Service Provider shall provide the City with certificates of insurance and endorsements evidencing compliance with these requirements, including Additional Insured and Waiver of Subrogation endorsements, prior to the commencement of Services and upon renewal of coverage.

The City's specific insurance requirements are set forth below:

Type of Insurance	**Minimum Limits**
Commercial General Liability (CGL)	$1,000,000 per occurrence / $2,000,000 aggregate
	Coverage shall be primary and non-contributory and include:

Type of Insurance	Minimum Limits
	- Premises and operations liability
	- Personal injury and advertising liability
	- Products and completed operations
	- Contractual liability
Automobile Liability	$1,000,000 combined single limit for all owned, hired, and non-owned vehicles
Umbrella/Excess Liability	$6,000,000 per occurrence
Workers' Compensation & Employers Liability	Statutory coverage; Employers' liability limits: • **Bodily Injury by Accident:** $1,000,000 per accident • **Bodily Injury by Disease:** $1,000,000 policy limit (aggregate for all disease claims) • **Bodily Injury by Disease:** $1,000,000 per employee
Professional Liability (E&O)	$5,000,000 per claim / aggregate
Cyber Liability / Privacy and Network Security	$5,000,000 per claim / aggregate
	Must cover data breach response, system failure, regulatory fines, and notification
Contractors Pollution Liability	$1,000,000 per occurrence / aggregate
	Required for transit operations with potential environmental exposure
Sexual Misconduct / Abuse Liability	$1,000,000 per occurrence / $2,000,000 aggregate

c. Additional Insured Requirements
The Municipality, its officers, officials, agents, and employees shall be named as Additional Insureds on the following policies:

- **Commercial General Liability**
- **Automobile Liability**
- **Umbrella/Excess Liability**
- **Contractors Pollution Liability**
- **Cyber Liability**
- **Sexual Misconduct / Abuse Liability**

Such Additional Insured status shall be provided via endorsement and shall include coverage for ongoing and completed operations, as applicable.

d. Waiver of Subrogation
All policies shall include a Waiver of Subrogation in favor of the Municipality, including but not limited to:

- General Liability
- Automobile Liability
- Workers' Compensation

- Cyber Liability

e. Primary and Non-Contributory
Insurance required herein shall be **primary and non-contributory** with respect to any insurance or self-insurance maintained by the Municipality.

f. Notice of Cancellation or Material Change
Each insurance policy shall provide for **30 calendar days' advance written notice** to the Municipality prior to any cancellation, non-renewal, or material reduction in coverage. "Per policy terms" language is not acceptable.

g. Claims Notification
Service Provider shall notify the Municipality **within ten (10) business days** of any claim, loss, incident, or circumstance that may give rise to a claim under any insurance policy, if such event may affect the Municipality's interests.

h. Subcontractors and Driver Partners
Service Provider shall ensure that all subcontractors performing services under this Agreement:

1. Maintain insurance coverage meeting the same requirements as set forth herein, **or**

2. Are covered under the Service Provider's insurance policies on a **blanket basis**.

Proof of such coverage shall be provided to the Municipality upon request, including:

- Certificates of insurance for subcontractors, and

- Monthly compliance reporting or access to a certificate monitoring system for driver partners.

i. Evidence of Coverage
Service Provider shall provide the Municipality with valid Certificates of Insurance (COIs) and copies of endorsements evidencing compliance with the insurance requirements prior to the start of services and upon each renewal. The Municipality reserves the right to request complete copies of insurance policies.

j. No Limitation of Liability
Nothing in these insurance requirements shall be construed as limiting the liability of the Service Provider or its subcontractors. The Municipality does not represent or warrant that these coverages or limits are sufficient or adequate to protect the Service Provider's interests or liabilities.

9. REGULATORY COMPLIANCE.

9.1 Service Provider's Obligations. Service Provider shall at all times carry out and provide the Services in compliance with all Applicable Laws. Service Provider shall comply with all applicable federal, state, and local laws, including but not limited to all applicable Federal Transit Administration (FTA) statutes, regulations, and the terms of any FTA Master Agreement, as well as all applicable City of Tyler ordinances and policies. For any change in the Services required by a change in Applicable Laws, Service Provider shall promptly notify the City in writing of the change, the expected impact, and any proposed adjustments. The Service Provider shall use commercially reasonable efforts to mitigate any adverse effects, including minimizing any increase in costs or disruption to the Services. Any cost adjustments or service modifications shall be subject to the City's prior written approval. In the event that the City is assessed any fines, penalties, or sanctions by any governmental authority, including the FTA, as a direct result of Service Provider's failure to comply with such laws, regulations, or FTA requirements, Service Provider shall be responsible for reimbursing the City for such fines, penalties, or sanctions. The Customer acknowledges and agrees that the Service Provider is not engaged to, and shall not be deemed to, provide legal, financial, tax or compliance advisory services with respect to the Transportation Laws. The Customer is solely responsible for obtaining independent advice regarding its obligations under the Transportation Laws.

9.2 Federal Transit Administration (FTA) Compliance

Service Provider agrees to comply with all applicable FTA requirements, including but not limited to:

- **Urbanized Area Formula Grants: 49 U.S.C. § 5307**
- **Buy America Requirements: 49 U.S.C. § 5323(j); 49 C.F.R. Part 661**
- **Drug and Alcohol Testing:** Service Provider must have developed and shall maintain an FTA drug and alcohol testing program in compliance with **49 U.S.C. § 5331; 49 C.F.R. Parts 40 and 655**
- **Disadvantaged Business Enterprise (DBE) Program: 49 U.S.C. § 5307(j); 49 C.F.R. Part 26**
- **Civil Rights and Equal Opportunity: 49 U.S.C. § 5332**
- **Accessibility (ADA Compliance): 49 U.S.C. § 5301(d); 42 U.S.C. §§ 12101 et seq.**
- **Procurement Requirements: 49 U.S.C. § 5325**
- **FTA Maintenance and Required Inspections:** Service Provider shall design and implement an action plan for the maintenance and inspection of all vehicles operated as part of the Services in compliance with FTA regulations and in coordination with the CITY. Service Provider shall make vehicle inspection reports available upon request by CITY and, if required by the FTA, shall use its reasonable best efforts to cause its independent contractor driver partners to make their vehicle maintenance records available upon request by CITY. Service Provider shall use its reasonable best efforts to cause its independent contractor driver partners to make their vehicles available for in-person inspection by CITY upon request.
- **Contract Work Hours and Safety Standards Act:** The Service Provider shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C.§ 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq*., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.
- **Safe Operation of Motor Vehicles**

(a) *Seat Belt Use*. The Recipient agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by:

(1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles; and

(2) Including a "Seat Belt Use" provision in each third party agreement related to the Award.

(b) *Distracted Driving, Including Text Messaging While Driving*. The Recipient agrees to comply with:

(1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed.

Reg. 51225);

(2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009; and

(3) The following U.S. DOT Special Provision pertaining to Distracted Driving:

(i) *Safety*. The Recipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Recipient owns, leases, or rents, or a privately- owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award;

(ii) *Recipient Size*. The Recipient agrees to conduct workplace safety

initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving; and

Extension of Provision. The Recipient agrees to include the preceding Special Provision of section 34(b)(3)(i) – (ii) of this Master Agreement in its third party agreements, and encourage its Third Party Participants to comply with this Special Provision, and include this Special Provision in each third-party sub-agreement at each tier supported with federal assistance.

9.3 Audit and Inspection Rights

Service Provider shall permit representatives of the City of Tyler, the FTA, the U.S. Department of Transportation, and any authorized auditors to inspect and audit all records, accounts, books, documents, and other evidence relating to the Services and compliance with this Agreement. Records shall be retained and made available for a minimum of five (5) years after final payment or longer if required by law or City policy.

9.4 Customer's Obligations. The Customer shall comply with all Applicable Laws. Customer shall monitor and identify changes in Applicable Laws (in any jurisdictions in which Service Provider provides the Services on Customer's behalf) which would impact the use of the Services by the end-users and: (a) make such modifications to its internal processes and operations as it deems necessary to remain compliant with such change in Applicable Laws; and (b) promptly notify Service Provider thereof so that the Customer Manager and Service Provider Manager may discuss any changes to the Services required for on-going compliance.

9.5 Export Laws. The parties do not intend to import or export products to one another or any third party under any Agreement. Neither party shall export or re-export the Via Solution to countries subject to U.S. government embargo (as designated by the Office of Foreign Asset Control of the Treasury Department) and persons listed on the prohibited persons list maintained by the Bureau of Industry and Security of the Department of Commerce.

9.6 Anti-Bribery Laws. The Parties shall comply with all applicable anti-bribery Applicable Laws in connection with their respective performance under this Agreement.

9.7 Consents; Permits. Service Provider shall obtain all governmental registrations, licenses, permits, approvals and certifications required by Applicable Laws for the performance of the Services hereunder and shall pay all governmental fees associated therewith. Customer shall obtain all governmental registrations, licenses, permits, approvals and certifications required by Applicable Laws in connection with this Agreement (including each Order), as necessary to operate the transport network, and shall pay all governmental fees associated therewith. To the extent within its control and authority, Customer also shall use reasonable efforts to obtain from its third party vendors, licensors, supply-chain partners, clients, customers, distributors or similar parties, any authorization or consent necessary for Service Provider to access or utilize the goods, services (including software or other proprietary materials), property or facilities of such parties if necessary for Service Provider's performance of the Services.

10. ASSIGNMENT.

Neither party may assign or transfer this Agreement or any Order, in whole or in part, without the prior written consent of the other party, which shall not be unreasonably withheld, conditioned, or delayed.

Any request for assignment shall be made in writing. The assigning party may be required, as a condition of consent, to cause the proposed assignee to agree in writing to be bound by the terms of this Agreement and any applicable Order. Service Provider may not assign this Agreement, in whole or in part, including by operation of law, merger, or otherwise, without the prior written consent of the City.

For the avoidance of doubt:

- A change in control of the Service Provider shall be deemed an assignment requiring the City's prior written consent.

- No change in control provision shall apply to the City, as a governmental entity.
- Nothing in this Section restricts the City's right to contract with third parties to carry out governmental functions, provided that such third parties are not assigned rights or obligations under this Agreement without required consent.

Any attempted assignment or transfer in violation of this Section shall be null and void.

11. DISPUTE RESOLUTION; GOVERNING LAW.

No mandatory arbitration or out-of-state dispute resolution shall apply. The parties agree to Texas courts only.

A. If a dispute arises out of or relates to the Agreement, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior-level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to non-binding mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

B. Non-binding mediation. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with the resolution of the dispute. Any such mediation shall be non-binding and is intended solely as a facilitative process to help the parties reach a voluntary resolution. Participation in mediation shall not preclude either party from pursuing any rights or remedies available under this Agreement or applicable law, including seeking resolution through a court of competent jurisdiction as specified herein. Should the Parties choose non-binding mediation, the Customer and the Service Provider agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Agreement prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be appointed by the presiding judge of a district court in Smith County, Texas, upon motion of either party. The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The Customer and the Service Provider will share the mediator's fees equally, and the parties will bear their own costs of participation, such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

Governing Law. This Agreement shall be governed by the laws of the State of Texas, without regard to conflict-of-law principles. Venue lies exclusively in a court of competent jurisdiction in Smith County for state courts and the Eastern District of Texas for federal causes of action.

12. MISCELLANEOUS.

These Terms and Conditions and each Order may be signed in separate counterparts, each of which shall be deemed an original, and all of which together shall constitute one agreement. The parties agree and acknowledge that signatures transmitted electronically, (including via .pdf or electronic signature platforms such as DocuSign), shall have the same legal effect as original signatures. .

All notices under this Agreement shall be in writing and delivered to the addresses specified by the parties by (i) certified U.S. mail, return receipt requested, (ii) nationally recognized overnight courier, or (iii) email with confirmation of receipt. Notice shall be deemed given upon receipt or three (3) business days after dispatch, whichever is earlier.

Neither party shall be liable for any failure or delay in performance under this Agreement (except payment obligations) due to causes beyond its reasonable control, including but not limited to natural disasters, acts

of God, war, terrorism, labor disputes, governmental orders, or failures of internet or communication systems ("Force Majeure"). The affected party shall use commercially reasonable efforts to resume performance as soon as reasonably possible.

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, it shall be deemed modified to the extent necessary to render it enforceable while preserving the parties' original intent as closely as possible. If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions, or any other part of this Contract are for any reason held to be invalid, void, or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions, or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

No waiver of any breach of this Agreement shall be deemed a waiver of any other or subsequent breach. Nothing in this Agreement shall be construed to create an agency, partnership, joint venture, or franchise between the parties. Except as may be expressly stated in an Order, neither party has authority to bind the other. Each party is acting as an independent contractor and is solely responsible for the supervision, compensation, and control of its personnel.

Service Provider shall not issue any press releases, public announcements, or use the Customer's name, logo, or other marks in marketing materials or on its website without the Customer's prior written consent.

The Parties acknowledge and agree that no provision of this Agreement shall be interpreted to create a pecuniary obligation or debt on behalf of the Customer beyond its current fiscal year revenues, in accordance with Article XI, Section 7 of the Texas Constitution.

There are no other third-party beneficiaries of this Agreement, except as expressly set forth herein.

13. COOPERATIVE PROCUREMENT.

To the extent permitted by applicable law, including but not limited to Texas Local Government Code Chapter 791 (Interlocal Cooperation Contracts), and subject to mutual agreement, Service provider agrees to extend to other governmental entities that have entered into a cooperative purchasing agreement or other authorized interlocal arrangement with the City (collectively, such other agencies are referred to herein as "Contracting Members") the option to purchase Services covered under this Agreement.

Any such extension shall be subject to the same terms and conditions set forth in this Agreement as well as any additional or modified terms mutually agreed to by Service Provider and the applicable Contracting Member, including any terms required by local law.

Each Contracting Member shall negotiate its own pricing terms, enter into a separate agreement with Via, and be soley responsible for the performance and enforcement of its contract. The City shall bear no obligation with respect to any such agreement between Via and a Contracting Member.

14. ENTIRE AGREEMENT AND SURVIVAL.

These Terms and Conditions, together with each applicable Order (including any SOW), constitute the entire Agreement between the parties with respect to the Via Solution and Services under them and supersede all previous or contemporaneous written and verbal agreements or proposals relating to the

same subject matter. This Agreement may not be modified except by a written amendment signed by authorized representatives of both parties and expressly identifying the provisions being modified.

In the event of a conflict between these Terms and Conditions and an Order (including any SOW):

- The Order shall control with respect to payment amounts, timelines, or service-specific deliverables;
- These Terms and Conditions shall control in all other respects, including in the event of conflict with Customer's general conditions or purchase order terms, which shall be of no force or effect.

If Customer's procurement processes require issuance of a purchase order, such document shall be for administrative purposes only and shall not modify the terms of this Agreement.

Survival. The provisions of this Agreement that by their nature should survive termination or expiration of this Agreement shall so survive, including but not limited to the following sections: Sections 3, 5.1, 6, 7, 8.2.

15. DEFINITIONS

"**AAA**" is Intentionally deleted in Section 11.

"**Additional Services**" is defined in Section 2.1(b).

"**Affiliate**" means, with respect to any specified entity, any entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the entity specified.

"**Agreement**" is defined in the preamble.

"**Applicable Law**" means (i) all applicable statutes, laws, acts, codes, rules, regulations, ordinances, treaties, permits, licenses, approvals, and administrative orders or decisions issued, enacted, adopted, promulgated, implemented, or otherwise put into legal effect by any federal, state, or local governmental authority (including, for the avoidance of doubt, the United States, the State of Texas, and the City of Tyler; and (ii) any applicable final and binding judgment, decree, or order of a court of competent jurisdiction, in each case, in effect during the Term of this Agreement.

"**Confidential Information**" means information, data, or materials, whether in tangible or intangible form, that: (a) constitute trade secrets or are proprietary and confidential to the Disclosing Party or its clients or business partners; (b) are designated as confidential by statute, regulation, or common law, including but not limited to the Texas Uniform Trade Secrets Act and applicable privacy laws; (c) are marked or otherwise identified as "Confidential" at the time of disclosure; or (d) by their nature and the context of disclosure, a reasonable person would understand to be confidential. Notwithstanding the foregoing, **Confidential Information does not include information subject to disclosure under the Texas Public Information Act (Texas Government Code Chapter 552)**, except to the extent such information qualifies for an exemption from public disclosure under the PIA and the Service Provider has complied with applicable procedures to protect such information.

"**Control**" means, with respect to any entity, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities (or other ownership interest), by contract or otherwise.

"**Customer Incident**" Intentionally deleted in Section 8.2

"**Disclosing Party**" is defined in Section 6.1(a).

"**Export Laws**" means the Export Administration Regulations, 15 C.F.R. §§730-774, the International Traffic in Arms Regulations, 22 C.F.R. Parts 120-130, and sanctions programs implemented by the Office of Foreign Assets Control of the U.S. Department of the Treasury and all similar laws or regulations in each applicable jurisdiction and any amendments or replacements therefor.

"**Fees**" is defined in Section 4.

"**IPR**" or Intellectual Property Rights ("**IPR**") means rights in and in relation to Confidential Information, all right, title and interest in and including all registered designs, design rights, copyright rights and neighboring rights (including rights in elements of layout or design), database rights, algorithms, utility models, patent rights (including rights under all patent applications, patents, letters patent, supplementary patent certificates, inventor's certificates, continued prosecution applications, reissues, continuations, continuations-in-part, divisions, substitutes, extensions, requests for continued examination, and other similar filings or stages thereof), rights in and in relation to inventions (whether or not patentable), domain names, trade marks, service marks, trade and business names, logos and trademark rights, as well as all proprietary rights (including trade secrets), Know How, and moral rights (including the rights of authorship and attribution and subsequent modification), all rights or forms of protection having an equivalent or similar nature anywhere in the world, whether enforceable, registered, unregistered or registrable (including, where applicable, all applications for registration) and whether or not evidenced by certificates, applications or registrations therefor, and whether granted provisionally or permanently, or upon initial issuance or upon reissue, re-examination, division, extension, in continuation, or in continuation-in-part, and at all times further including all goodwill associated with all such rights.

"**Know How**" means all unpatented, secret, substantial and identified know how, expertise, technical, operational or other information including all related ideas, concepts, methods, inventions, discoveries, data, formulae, processes, methods, techniques and specifications.

"**Losses**" means all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

"**Marks**" means any word, name, symbol, logo, font, or device or any combination thereof, used to identify and distinguish goods or services from another source, including trademarks (both registered and unregistered), domain names and trade dress.

"**Order**" is defined in Section 1.2.

"**Riders**" means actual or prospective riders of the Customer's transportation network.

"**Rider Data**" means all data that is input by or on behalf of Riders into the Via Solution. Portions of the Rider Data may include personally identifiable information.

"**Receiving Party**" is defined in Section 6.1(a).

"**Services**" is defined in Section 1.1.

"**Term**" is defined in Section 5.1.

"**Transportation Laws**" means all federal, state, and local laws, regulations, rules, ordinances, and administrative requirements applicable to the operation, ownership, employment, and provision of transportation services, including but not limited to those governing vehicle safety, licensing and registration, driver qualifications, insurance, labor and employment standards, vehicle emissions, accessibility, and passenger safety, to which operators and owners of vehicles, employers of vehicle operators, and transportation service providers are subject.
"**Via Solution**" is defined in Section 1.1.

SIGNATURES OF THE PARTIES APPEAR ON THE IMMEDIATELY FOLLOWING PAGE.

SIGNATURE PAGE TO MASTER TERMS AND CONDITIONS FOR TRANSIT AS A SERVICE

IN WITNESS WHEREOF, the parties to these Master Terms and Conditions for Transit as a Service have caused them to be duly executed by their respective duly authorized representatives.

SERVICE PROVIDER: RIVER NORTH TRANSIT, LLC	**CITY OF TYLER**
_____ AUTHORIZED SIGNATURE	_____ AUTHORIZED SIGNATURE
_____ PRINTED NAME	_____ PRINTED NAME
_____ TITLE	_____ TITLE
_____ DATE SIGNED	_____ DATE SIGNED

CUSTOMER LEGAL NAME	**CITY OF TYLER**
CUSTOMER PRINCIPAL BUSINESS ADDRESS	**304 NORTH BORDER, TYLER, TX 75702**
CUSTOMER STATE OF INCORPORATION	**TEXAS**
CUSTOMER CONTACT INFORMATION FOR NOTICES	

Transit as-a-Service (TAAS) SERVICE ORDER[1]

Date: [Month Day, 20__]

This TAAS Service Order ("Service Order") is issued pursuant to and shall be governed by the terms and conditions of that certain MASTER TERMS AND CONDITIONS FOR VIA TRANSIT AS A SERVICE Agreement (the "Terms and Conditions" or "Agreement") by and between River North Transit, LLC ("River North") and the City of Tyler, Texas ("City"). The Agreement, once fully executed, shall govern the provision of the services described in this Service Order. In the event of any conflict between the terms of this Service Order and the Agreement, the terms of the Agreement shall control unless this Service Order expressly states otherwise. Execution of this Service Order shall not be deemed acceptance of the Agreement until such agreement is fully executed by both parties.

1. ***Purpose; Scope***

By this service order (the "**Order**"), River North Transit, LLC ("River North"), a wholly owned subsidiary of Via Transportation, Inc. ("**Via**") and City of Tyler ("**Customer**"), and together with Via, the **"Parties",** agree to collaborate towards the provision of overflow paratransit and microtransit transportation services (the "**Deployment**").

In accordance with the Agreement, River North will provide Customer with technology and technology- enabled integration services (the "**Services**") for the Deployment.

River North's Services will include:

- Access to the Via Tyler Transit mobile driver application for independent contractor drivers ("**Driver Partners**") to route and service overflow rides through a smartphone or tablet;
- If the Dedicated Fleet option is chosen, establish relationship with vehicle rental company ("**Vehicle Partner**") to provide access to Driver Partners who shall provide transportation services;
- If the Non-Dedicated option is chosen, the use of driver owned vehicles marked with signage as set forth herein;
- Accompanying technical and operational support service;
- Access to the Via Operations Center; and
- Data sharing and reporting as described herein.

[1] All capitalized terms used but not defined herein shall have the meaning set forth in the Master Terms and Conditions for Via Transit as a Service signed by Via and Customer (the "**Terms**").

Conflicts between this Order and any other terms and conditions or written agreements between the parties shall be resolved in favor of this Order with respect to payment amounts, timelines, or service-specific deliverables;
The Terms and Conditions shall control in all other respects, including in the event of conflict with Customer's general conditions or purchase order terms, which shall be of no force or effect.

2. Fleet Type & Trip Allocation

If a Non-Dedicated Fleet Model is selected, River North will fulfill overflow ambulatory trips and City will fulfill wheelchair trips.

If a Dedicated Fleet Model is selected, River North will fulfill both ambulatory and wheelchair trips as per mutual agreement based on service capacity and operational needs.

In either fleet model, for certain trips that cannot be safely or reasonably served by River North or City vehicles such as:

- Trips that require a weight capacity higher than can be reasonably served by River North or City vehicles
- Groups of riders that are required to travel together, thereby exceeding possible vehicle capacity

City may assign such trips to a qualified third-party provider.

River North and the City will mutually agree on which trips constitute operational constraints that may be assigned to a third-party. Such assignments shall not constitute a breach of Via's service obligations.

3. Duration & Launch Date

The duration of the Services shall last for an initial period of 3 years following the launch date (the "**Base Period**"), subject to extension by mutual agreement of the parties for four additional one year periods (each, an "**Option Year."**)

The Customer will provide written notice to proceed to River North prior to service launch. For the avoidance of doubt, notice to proceed can only be written by Customer once the contract and appendices (including the Order) are final and signed, and any necessary local and regulatory approvals have been received or registrations completed. Upon receipt of such written notice to proceed, River North will commence local preparation for launch ("**Launch Preparation Period**"). Service operation will begin on a mutually agreeable date ("**Launch Date**"), no earlier than 8 weeks following written notice to proceed, unless River North and the Customer define an alternative mutually agreeable date in writing.

4. Fees

The Fees for the service described in this Order are:

The table below outlines the payment structure, in which Customer would be charged an ongoing monthly fees based on vehicle hours and fleet type. All regulatory fees related to the service will be charged as a pass-through cost. The Services shall include a fleet of vehicles as described in Section 4, Service Parameters, subject to extension by mutual agreement of the parties on terms to be agreed (including any change in fees).

Notwithstanding any provision to the contrary herein, the Customer's payment obligations under this Order are payable only and solely from funds appropriated and available for the purpose of this Order. If no funds or insufficient funds are appropriated and budgeted in any fiscal period for payments due under this Order, the Customer will notify River North of such occurrence, and this Order shall terminate on the last day of the fiscal period for which appropriations were received without penalty or further obligation to Customer.
Depending on the fleet type chosen by Tyler Transit, vehicle hours will be billed at the following rates:

Fleet Type	One-Time Upfront Costs	Price per Vehicle Hour * (Year 1)
Non-Dedicated Fleet "Driver-Owned Vehicles" or "BYOV"	~$550 per camera	$49.80
Dedicated, Branded WAV Fleet "Dedicated Fleet" Pricing includes up to 2 WAVs**	~$3k per vehicle wrap (pass-through, if elected) ~$550 per camera	$85.09

*For either Fleet Type, pricing after Year 1 will increase, on the anniversary of the launch date, at the greater of 3% or the last 12 months Consumer Price Index for All Urban Consumers (CPI-U).
** Additional WAV retrofits beyond the 2 included in the hourly rate, if required or elected, would be billed as a pass-through as incurred. The estimated cost of each WAV retrofit is $21,000.

River North shall provide the City with written notice of any proposed increase at least sixty (60) days in advance, including a detailed calculation of the proposed adjustment and a citation to the applicable CPI-U data source.

Pass-through costs, including but not limited to costs related to wheelchair-accessible vehicle (WAV) retrofits, fuel, and decals, may only be charged to the City if:
(a) they were disclosed in the original solicitation or are otherwise approved in writing by the City;
(b) they are directly and reasonably incurred by River North in the course of providing services

under this Agreement; and
(c) they are accompanied by itemized supporting documentation, such as vendor invoices, receipts, and rate calculations.

The City shall have the right, upon reasonable notice and during normal business hours, to audit River North's books, records, and supporting documentation related to any price adjustment or pass-through cost under this Agreement. River North shall retain all such records for a minimum of five (5) years following the end of the contract term or the date of the last adjustment, whichever is later.

The annual contract value shall not exceed **$500,000 per year** for each year of the Base Period, unless amended per written agreement of the Parties.

Customer will be billed for the above fees as described below. Fees assume Launch Date occurs within four months of contract signing. If the Launch Date is delayed beyond four months of contract signing, River North may opt to renegotiate the fees. Ongoing Invoice Fees will be billed payable in advance on the first of the month and as further specified below. Customer shall pay the following fees to River North:

Fixed (Upfront) Costs

One-Time Costs for a Non-Dedicated Fleet
Co-branded decals will be applied to vehicles at no cost to the customer. The design of the decals will be agreed upon by the Parties, and the decal will include a reference to the Via brand, such as, "Powered by Via." The "powered by Via" banner must be used only in the exact format provided by River North.

Cameras or other telematic devices added to vehicles will incur an installation fee estimated at $550 per camera. These will be billed in full as a pass-through cost following the month in which they are incurred by River North.

One-Time Costs for a Dedicated Fleet
If Customer and River North use the Dedicated Fleet model, installation fees will apply. These installation fees includes 2 rear-entry WAV retrofits at an estimated cost of $21,000 each. Fees for WAV retrofits will be billed in full as a pass-through cost following the month in which they are incurred by River North.

Customer will have the option to wrap vehicles with customized branding. Vehicle wraps are estimated at a cost of $3,000 each, which will be treated as a pass-through cost and billed following the month in which they are incurred by River North. Customer can elect to forgo vehicle wraps and instead use co-branded decals, which will be included at cost.

In lieu of vehicle wraps, Customer can opt for co-branded decals to be applied to vehicles in the Dedicated Fleet at no cost. The design of the decals will be agreed upon by the Parties, and the decal will include a reference to the Via brand, such as, "Powered by Via." The "powered by Via" banner must be used only in the exact format provided by River North.

Should additional WAV retrofits or vehicle wraps be required over the duration of the Contract beyond these 2 WAVs, such costs will be billed as a pass-through cost. Replacements of the 2 WAVs during the Term for fleet refresh will also be billed as a pass-through cost.

The above per vehicle hour amounts for the Dedicated Fleet include and account for fixed costs incurred in the provision of the services. Such costs will be treated as a pass-through and identified in the invoice statement provided to Customer for transparency but does not constitute an increase in the per vehicle hour rate amounts set forth above. Examples of these costs may include, but are not limited to (i) fuel, (ii) vehicle cleaning and/or (iii) the portion of a Driver partner's compensation which corresponds to their vehicle rental costs.

Ongoing Invoice Fees
Customer shall be responsible for the following monthly ongoing fees Price per Vehicle Hour (the "**Monthly Subscription Fees**"):

- Non-Dedicated Fleet: $49.80 per vehicle hour in Year 1
- Dedicated Fleet: $85.09 per vehicle hour in Year 1

A vehicle hour is defined as each hour during which a driver is paid on the Via platform.

Non-Dedicated Fleet
When using the Non-Dedicated, BYOV Fleet Type, there is no minimum Monthly Subscription Fee. The Monthly Subscription Fees will be billed based on usage.

Dedicated Fleet
Should the Customer and River North agree to use the Dedicated Fleet, Customer shall be responsible for a minimum Monthly Subscription Fee of $10,000 per month (the "**Minimum Monthly Fees**") notwithstanding the number of vehicle hours incurred per month. The Minimum Monthly Fees shall be payable in advance on the first of the month provided that the first Minimum Monthly Fees shall be due upon execution of this Order. In the event that the Monthly Subscription Fees for any month exceed the Minimum Monthly Fees paid hereunder, the Customer shall be responsible for paying such difference (the "**Monthly True-up"**) on a monthly invoice basis. All fees set forth herein shall be payable by Customer on a net fifteen basis. If River North does not receive timely payment, River North may charge one percent, or the maximum interest allowed by law, if greater, and suspend River North's performance and seek cost of collection.

River North will provide Customer with an invoice statement showing the calculation of the Monthly Subscription Fees incurred based on the actual number of vehicle hours that Driver Partners performed during that month in the form attached hereto as Exhibit A. The Customer hereby agrees that the sample invoice form set forth on Exhibit A is acceptable for initial use and provides sufficient information to support invoicing and payment processing. However, the Parties agree that the format or content of invoices may be modified as reasonably requested by the Customer to comply with internal processing requirements, provided that such modifications are communicated in writing and do not materially delay or impede the invoicing or payment process.

. River North shall use commercially reasonable efforts to comply with such requests at no additional charge. However, if a request requires substantial customization beyond standard reporting or documentation practices, River North may propose a reasonable fee to cover the incremental cost of fulfilling the request. Any such fee must be agreed to in writing by the City prior to implementation.

Should changes in applicable federal, state or local law result in a significant change in River North's costs, River North or Customer may opt to renegotiate the ongoing monthly fees. Should changes in applicable market dynamics result in an increase in River North's cost per hour of 10% or more to any of the following categories, compared to costs at the time of contract signing, River North may amend the ongoing on-demand vehicle hour rate accordingly:

- Labor (driver pay)
- Vehicle rental
- Fuel

Should River North elect to adjust the per vehicle hour rate, supporting documentation of the relevant cost increases will be provided to Customer, and the contract will be amended to reflect the new Fee structure and per vehicle hour rate so that, at the discretion of the Customer, either:

1. The total not-to-exceed contract value is adjusted such that the total not-to-exceed number of vehicle hours remains unchanged, or
2. The total not-to-exceed number of vehicle hours is adjusted such that the total not-to-exceed contract value remains unchanged.

Fee Adjustments and Suspension of Services

1. Fee Adjustments.
Service Provider shall not unilaterally modify or renegotiate the fees set forth in this Service Order Form. Any change to the fee structure, whether due to delays in service launch, market conditions, or any other reason, must be agreed upon in writing by both the City and the Service Provider through a duly executed amendment to this Service Order Form.

2. Suspension of Services.
The Service Provider may not data or interrupt services due to non-payment unless:
(a) the City has failed to make undisputed payments within thirty (30) days after written notice of non-payment; and
(b) the City has been given an opportunity to cure such non-payment within the same thirty (30)-day period.
Suspension of services without compliance with the above notice and cure requirements shall constitute a material breach of this Service Order Form.

Per Trip Pricing Option

Should Customer wish to change the fee structure to be on a per-trip basis, Customer shall provide River North with a minimum of 45 days' prior written notice. Any such change shall be subject to good faith negotiation and mutual written agreement of the Parties, and no change shall be effective unless and until set forth in a written amendment executed by both Parties. Per-

trip pricing is shown in Exhibit B and applies to non-WAV vehicles in a BYOV fleet model only. Per-trip pricing after Year 1 will increase, on the anniversary of the launch date, at the greater of 3% or the last 12 months Consumer Price Index for All Urban Consumers (CPI-U). If changing the fee structure to a per-trip basis, quantity of trips sent to River North for fulfillment is subject to mutual agreement (email is sufficient).

Fare Revenue
Customer shall collect and own all revenue from service fares, net of service fees, starting upon launch of the Deployment.

5. ***Service Parameters***

River North will provide Services for the Deployment under the following service parameters:

- **Geographic Coverage Zone:** Approximately 37 square miles coverage zone in Tyler, TX for a micro-transit service and 65 square mile coverage zone in Tyler TX and surrounding areas for a paratransit service.
- **Service Days/Hours:** Overflow services will be provided during the operating hours of Tyler Transit, Monday through Friday from 6am to 8pm and Saturday from 9am to 6pm.
- **Rider Fare:** The rider fare will be $1.50. During the Term, rider fare may be amended by mutual agreement between Customer and River North.
- **Payment:** River North will ensure acceptance of Rider payment through the Tyler Transit app via credit cards and pre-paid debit cards, cash, and ticket.
- **Overflow Quantity:** Number of hours overflowed per service will be agreed upon by the Parties in writing.
- **Vehicle Fleet:**
    - At the Launch Date, Customer and River North will use the Non-Dedicated Fleet model. Driver Partners may use their own personal vehicles, subject to minimum specifications agreed upon by both Parties. Pricing for this Fleet Model will follow the Fee schedule in Section 3.
    - Following the Launch Date, Customer and River North can additionally deploy a Dedicated Fleet per mutual written agreement.

If using a Dedicated Fleet, the Vehicle Provider will offer a fleet of up to 2 branded, licensed and insured vehicles, including 2 Wheelchair Accessible Vehicles (WAV) to be made available to Driver Partners, who will be able to gain access to these vehicles after being registered onto the Platform. If the branded vehicle fleet is not sufficient to meet service requirements for any reason, River North has the flexibility to (1) supplement the fleet with a temporary fleet that would include other makes and models, and/or (2) allow for Driver Partners to drive their own personal vehicles, to be deployed for temporary short term periods, as necessary in order to increase the supply of vehicle hours. Such may be unwrapped and identified by magnets or decals.

- River North will ensure the execution of the necessary registrations and licensing to perform the Services, with the cooperation and assistance of the Customer.

Parking: If using a Dedicated Fleet, Customer shall identify and make available a depot or parking lot with ample overnight parking for the dedicated fleet. The depot/lot must be in a safe and lighted area inside the boundaries of the service zone

6. ***Project Team & Governance***

River North will be responsible for the integration of all relevant elements of the Services on a continuous basis during the course of the Services and will designate a general manager for this purpose (the "**River North General Manager**") who will lead River North's Project Team. Customer will designate a project manager to be the primary point of contact with River North throughout the duration of the Services (the "**Customer Project Manager**"). The River North General Manager will be in regular contact with the Customer Project Manager through informal and scheduled project meetings.

The River North General Manager will be empowered to enact day-to-day decisions related to the Services and will serve as the primary point of contact with the Customer Project Manager on an ongoing basis. The River North General Manager will appoint members to the Project Team to assist in the integration of the various elements of the Services, to include personnel with expertise in service scoping, independent contractor driver outreach and registration to the Platform, fleet maintenance procurement and data analytics. For the avoidance of doubt, the River North General Manager will have no power to serve notice or amend the Agreement, or this Order.

Leading up to the launch of, and during the course of the Services, River North's Project Team, led by the River North General Manager, will liaise with the Customer Project Manager over the key deliverables of this Order and to endeavor to maximize ongoing service optimization.

7. ***Driver Partner Registration & Supply Management***

River North will source Driver Partners to provide transportation services to Customer through the Via platform. River North will engage in a good faith effort to register Driver Partners who live within 1 hour of the City of Tyler, TX.

River North will ensure that Driver Partners have appropriate licenses, permits, and insurance required for the type of vehicles being operated. As part of Driver Partner registration for access to the Platform, all Driver Partners will be introduced to the Deployment with the following areas covered: familiarization with the Deployment service areas; hours of service; Customer's expectations; use of the Driver App; and reporting incidents and delays in service.

River North will be responsible for ensuring that there is adequate driver supply for each service zone within designated hours to meet agreed-upon overflow demand with optimal quality of service, given constraints.

Driver Partners will have a minimum age of 25 years old and complete a background check and driving history report prior to onboarding. Driver Partners will complete FTA-compliant Drug & Alcohol testing prior to onboarding and on an ongoing basis.

8. ***Marketing, Promotions, & Press***

Any Customer-developed content that pertains to Via's brand, technology, and operations must be reviewed and approved in writing (i.e. email) by River North before distribution. A minimum of five business days review time must be provided in advance to River North for its review.

9. ***Data***

River North will share data from the Deployment as set forth in Appendix 1 (the "Deployment Data").

The Deployment Data shall be made available in formatted numerical and graphical reports.

For the avoidance of doubt, the information above constitutes proprietary trade secrets of River North and Via, and shall be subject to the confidentiality obligations set forth in the Agreement.

RIVER NORTH TRANSIT LLC	**CITY OF TYLER**
_____	_____
Authorized Signature	Authorized Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title
_____	_____
Date Signed	Date Signed

Appendix 1 to Service Order

Data Sharing

Authorized Users - Contract

The below exhibit sets forth the members of the Customer's "Core Team" who are designated authorized users of the Via Operations Center and Deployment Data. Any usage beyond the members of the Core Team would be in violation of the confidentiality provisions in the Terms.

Exhibit 1.

Core Team	
Title	Name

Data Sharing Plan - Appendix

As part of the service, River North will make below data available to members of the Customer's Core Team, for the purpose of performance tracking and program evaluation. The data to be shared will be available in the Via Operations Center and only available to members of the Core Team identified to require access. Underlying data may not be shared through any other method than Via Operations Center access. The data is considered trade secret by Via, and is subject to the confidentiality and other protective provisions set forth in the Terms.

Customer may only receive or use the Via Operations Center for the purposes specified herein, i.e., for the monitoring, evaluation, operation, and/or management of the Deployment. Unless required by law or expressly authorized by Via, Customer agrees not to otherwise collect, process, or disclose any information from Via Platform for any other purposes. Via reserves the right to monitor, audit, or inspect any usage of the Via Platform, including but not limited to for the purposes of data privacy protection and compliance with applicable laws and regulations.

Customer acknowledges that the information accessible through the Via Operations Center includes personal information of driver partners using transportation services in the Deployment, as well as trade secrets and other Confidential Information of Via. Customer must use appropriate safeguards to prevent any use or disclosure of any data in the Via Operations Center other than as provided for under the Agreement. Customer shall be responsible for ensuring that any employees who are provided with such credentials by River North will keep such credentials confidential and not to share them with anyone else within Customer's organization. Customer must immediately report to River North any use or disclosure of the Via Operations Center not provided for by this Agreement of which it becomes aware.

To protect Via's intellectual property and the privacy of Riders, River North will provide the following data tables and dashboards in the form of aggregated Via Operations Center reports that will be provided for Customer's access. These reports will be refreshed daily. The reports are aggregated, de-identified and do not include any personal information of Riders.

Section A: STANDARD REPORTING SET	
Dashboard	**Data / Graphs provided**
Top Level Service Operations Metrics *Key service metrics filterable by time period*	• **Total ride requests**: the total number of attempts by riders to book a ride (or delivery) from an origin to a destination. • **Requests during service hours**: "Total ride requests" made during service hours. • **Met Demand**: the total number of Ride Requests that received a ride proposal. • **Met Demand Rate**: 'Met Demand' out of 'Total ride requests,' as a percentage. • **Completed rides**: the total number of riders (including additional passengers) successfully transported. • **Completed Rides Rate**: 'Completed Rides' out of 'Total ride requests,' as a percentage. • **Utilization**: the average number of passengers transported per vehicle per hour.
Service Operations Metrics Graphs *Graphs/visualization of key metrics by day, week, month, or specific days of the week*	• **Met Demand:** total number of Ride Requests broken out by met demand and rides unable to fulfill. • **Detailed Ride Requests Status**: A detailed breakdown of the outcome for each Ride Request (e.g., completed, cancelled, no show) • **Utilization:** the average number of passengers transported per hour by day
Rider Experience *Snapshot of quality of service and rider experience*	*Top Level Metrics* • **Average Ride Duration**: average time in minutes from pickup to dropoff (displayed for completed rides only). • **Average Ride Rating:** average ride rating provided by riders (out of 5 stars). • **Average Pickup Walking Distance:** walking distance from the origin requested by the rider to the actual pickup location assigned. • **Dropoff Time Requested vs. Scheduled**: the average difference in minutes between the dropoff time requested by

	the rider and the scheduled dropoff time provided by the system at the time of booking. • **Dropoff Time Scheduled vs. Actual:** the average difference in minutes between the scheduled dropoff time and the actual dropoff time. • **Pickup Time Requested vs. Scheduled:** the average difference in minutes between the pickup time requested by the rider and the scheduled pickup time provided by the system at the time of booking. • **Pickup Time Scheduled vs. Actual:** the average difference in minutes between the scheduled pickup time and the actual pickup time. *Rider Experience Graphs (filterable by day, week, month)* • Average Ride Duration • Average Ride Distance • Average Ride Rating • Average Pickup Walking Distance
Data Generator: Ride Request Table *Detailed table of every ride request made for the service*	*Data Columns in Table* • Request Creation Date • Request Creation Time • Request ID • Request Status • Rider ID • Wheelchair Accessible • Number of Passengers • Origin Address • Origin Latitude • Origin Longitude • Destination Address • Destination Lat • Destination Lng • Ride Price • Ride Distance • Ride Duration (min)

Exhibit A
Invoice and Data Backup

CONFIDENTIAL

Invoice

Date

River North Transit, LLC
Via Transportation, Inc.
114 Fifth Ave, Floor 17
New York, NY 10011
United States

Invoice #

Terms Net 15
Due Date
PO #
Billing Period

Bill To
City of Tyler, TX
[Billing Address]

Description	Rate	Quantity	Amount
Total Vehicle Hours			

Total

Please make checks payable to:
River North Transit, LLC
P.O. Box
7410493
Chicago,
IL 60674-
0493

Wire Instructions:
Bank of America, N.A.
222 Broadway,
New York, NY
10038 Wire
Routing # -
026009593
ACH Routing # -
021000322
Account # -
483065995955
Swift Code - BOFAUS3N

City of Tyler, TX - Vehicle Hours Support

Support for all invoicing shall be provided using the template below. The table shall include vehicle hours and corresponding vehicle ID per vehicle for each day of the month in which the deployment and such vehicle is in service. This template is standard and will contain the information shown:

I

SAMPLE – Vehicle Hour Support Document

CONFIDENTIAL

Date	Driver ID	Van ID	Van Hours
7/1/2021	14	34	6.05
7/1/2021	68	14	8.07
7/1/2021	79	15	13.89
7/2/2021	37	15	5.49
7/2/2021	37	35	5.15
7/2/2021	68	15	8.37
7/2/2021	70	14	5.56
7/2/2021	71	35	9.02
7/5/2021	28	35	5.15
7/5/2021	30	14	7.84
7/5/2021	63	35	6.47
7/6/2021	28	35	14.75
7/6/2021	63	15	6.01
7/6/2021	79	15	8.28
7/7/2021	14	35	8.65
7/7/2021	79	15	15.01
7/8/2021	14	35	15.82
7/8/2021	39	15	7.90
7/8/2021	79	15	6.02
7/8/2021	82	14	8.35
7/9/2021	39	15	8.14
7/9/2021	82	14	8.38
7/9/2021	88	15	6.19
7/12/2021	14	35	8.50
7/12/2021	48	14	6.01
7/12/2021	63	14	8.03

Exhibit B
Per-Trip Pricing Option

ITEM NO.	DESCRIPTION	YEAR 1 UNIT PRICE
1	Paratransit Overflow Services Per Pickup Pricing - Includes up to 6 miles	$26.66
2	Paratransit Overflow Services On Demand Tier Pricing per mile. - Applied only to miles >6	$2.58
3	Paratransit Overflow Services No Show Fee. (Note: If you make it all the way with no cancelation from customer and there is nobody to pick up)	$13.33
4	Micro Transit Overflow Services On Demand Per Pickup - Includes up to 6 miles	$26.66
5	Micro Transit Overflow Services On Demand Per Pickup Tier Pricing per mile. Applied only to miles >6	$2.58

Pricing after Year 1 will increase on the anniversary of the launch date, at the greater of 3% or the last 12 months Consumer Price Index for All Urban Consumers (CPI-U). Pricing applies to ambulatory trips (non-WAV) using a Non-Dedicated (BYOV) Fleet Model only. WAV trips are not eligible for per-trip pricing.

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. B-1

Date: November 12, 2025

Subject: Request that the City Council consider the appointment of a City representative to serve on the Smith County 9-1-1- Emergency Communications District Board of Managers for a two year term ending on December 31, 2027.

Item Reference: **Bylaws of 9-1-1- Board of Managers; The Texas Health and Safety Code, Chapter 772**

The Smith County 9-1-1 Communications District is governed by a Board of Managers as per the Texas Health and Safety Code, Chapter 772. Members of the Board of Managers are appointed to serve staggered terms of two years, with half of the Board Members' terms expiring each year. The term of office for Mr. Ron Shaffer, one of the two members appointed by the eleven participating Municipalities, will expire on December 31, 2025, and it is necessary to either re-appoint him or appoint a new member.

Mr. Ron Shaffer has indicated that he will be interested in continuing to serve on the Board if he is re-appointed.

RECOMMENDATION:

It is recommended that the City Council consider the appointment of a City representative to serve on the Smith County 9-1-1- Emergency Communications District Board of Managers for a two year term ending on December 31, 2027.

Attachments:
2025 Smith County 911 Emergency Communications District

Drafted/Recommended By:
Department Leader David Coble, Fire Chief

Edited/Submitted By:
City Manager

SC 911
EMERGENCY
COMMUNICATIONS DISTRICT
SMITH COUNTY, TEXAS

RECEIVED - City Of Tyler
SEP 22 2025
City Manager's Office

September 16, 2025

Mr. Ed Broussard
City Manager
City of Tyler
P.O. Box 2039
Tyler, TX 75710

The Smith County 9-1-1 Communications District is governed by a Board of Managers as per the Texas Health and Safety Code, Chapter 772. The term of office for one of the two members appointed by the 11 participating municipalities will expire on December 31, 2025. This appointment is currently held by Ron Shaffer. This letter's purpose is to ask your City for the reappointment of Mr. Shaffer, or the nomination of a new appointee. Mr. Shaffer has indicated that he would be interested in continuing to serve.

The Texas Health and Safety Code, Chapter 772, sets forth that Board Members are appointed for staggered terms of two years, with as near to one-half of the members' terms expiring each year. According to Chapter 772, the Board will consist of;

a. Two (2) members representing the county, appointed by the Commissioners court of the county.
b. Two (2) members appointed jointly by the majority vote of the municipalities voting on the appointment and located in whole or part in the district. (There are 11 voting municipalities in Smith County).
c. One member appointed Jointly by the Volunteer Fire Departments operating wholly or partly in the district
d. One (1) member appointed by the principal service supplier. (AT&T Communications in Smith County)

Texas Health and Safety Code, Chapter 772, does not set forth any requirements as to particular qualifications, experience, or residency to be appointed to the District Board of Managers.

Please submit the name of the appointee selected by the Cities no later than November 20th, 2025. If you have any questions or need additional information, please do not hesitate to contact me at 903-566-8911.

Respectfully,

William V. Morales,
Director

Smith County 9-1-1 Communications District
Board of Managers
EFFECTIVE 01/01/2026

Our enabling legislation, Health & Safety Code 772, specifies that our Board of Managers will be appointed in the following manner:

1. Two members to be appointed by Smith County
2. Two members to be appointed by all the cities within the District
3. One member appointed by the Volunteer Fire Departments in the District
4. One non-voting member to be appointed by the major telephone company in the District

Should our District be enlarged and take in more counties, these added counties would then appoint one additional member each.

At present our Board is composed of the following members:

NAME	OFFICE	APPOINTED BY	TERM EXPIRATION
Gene Cottle	Chairman	Cities	12/31/26
Jerry Shamburger	Vice-Chairman	County	12/31/26
Ron Shaffer	Secretary/Treasurer	Cities	12/31/25
Johnny Brown		VFDs	12/31/25
Bobby Garmon		County	12/31/25
Fred Cowden		AT&T	N/A

Smith County 9-1-1 Communications District
Nomination for Board Member

Name of Nominee: _____

Nomination made by City of: _____

Brief Resume

Note: This resume will be provided to the other cities to assist them in casting their vote for the Board appointment.

Return to:

Smith County 9-1-1 Communications District
205 Shelley Dr
Tyler, TX 75701
Fax: 903-561-3329

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-1

Date: November 12, 2025

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

Item Reference:

On October 10, 2023, sealed bids for bid 23-094 were opened to provide washbay repair services, washbay chemicals, and provide cleaning for the grit traps for City of Tyler Vehicle Services Oakwood Complex and the Solid Waste Container Maintenance Facility. Bids were received from three qualified vendors which include Action Cleaning, Chem Station, and AAA Sanitation.
After evaluation of pricing, staff decided Action Cleaning has submitted the lowest bid for wash bay repairs and chemicals.
AAA Sanitation was the only vendor that bid to clean the grit traps.
The contract will be a one-year contract with two (2) one-year renewals, if agreed upon by both parties.
This will be last extension of this bid for FY 2025-2026.

RECOMMENDATION:

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

Attachments:
bid_23-094_wash_bay_and_grit_trap

Drafted/Recommended By:
Department Leader Stan Stoffregen Fleet Manager

Edited/Submitted By:
City Manager

REQUEST FOR QUOTATION

THIS IS NOT AN ORDER

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

Telephone: (903) 531-1232

09/20/2023
DATE MAILED

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

Closing Time: 2:00pm

Closing Date:10/10/2023

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

Please quote as per instructions indicated below for the articles described. Quotes must be submitted on City of Tyler forms to be considered. All items or services called for must be in strict accordance with all of the requirements and specifications attached hereto or furnished upon request.

INSTRUCTIONS:
1. Keep duplicate copy of proposal for your files.
2. Federal Excise Taxes are exempted, also Federal Transportation Tax, State Tax, and City Sales Tax.
3. Return this form at once if unable to quote.
4. Specify Trade name or brand in space.

Purchasing Manager

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

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

QUOTE IDENTIFICATION:
Quote number, closing time, date, and item requested must appear on outside of envelope in lower left hand corner.

DATA SHEETS:
All bidders must complete each specification data sheet in spaces provided on each item that is bid as well as all information requested on the price data sheet. Said price, data and specifications sheet is hereby made a part of this quotation.

DELIVERY:
Delivery must be stated in your quote on the data sheet as the number of calendar days from date of order.

The City of Tyler reserves the right to reject any and/or all bids and to waive any and/or all formalities and to award purchase total amount, partial amount or individual item basis.

In submitting the above, the vendor agrees that acceptance by the City of Tyler within a reasonable period constitutes a binding agreement.

In submitting the above request and attached bid to the City of Tyler, I hereby certify that we have not participated in nor been a party to any collusion, price fixing or any other agreements with any company, firm, or person concerning the pricing of the enclosed quotation.

NET 30 DAYS
INVOICING TERMS

9/18/23
DATE

Action Cleaning Systems, Inc.
COMPANY NAME

Jim Woodrum
AUTHORIZED REPRESENTATIVE (print)

Jim Woodrum
SIGNATURE

See other side for TERMS AND CONDITIONS

* All Quotes Must Be Signed

CERTIFICATE OF INTERESTED PARTIES:

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

In accordance with House Bill 1295, for certain contracts entered into on or after January 1, 2016, the successful bidder must submit a Certificate of Interested Parties (Form 1295) at the time the signed contract is submitted to the CITY The law applies (with a few exceptions) only to a City contract between a business entity and a governmental entity or state agency that either (1) requires an action or vote by the City Council before the contract may be signed or (2) has a value of at least $1 million.

DETAILED PRICE PROPOSAL

Group 1 – Maintenance of high pressure wash bay equipment

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

Group 2 – New equipment sales

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

Group 3 – Bulk Fleet wash soap

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

Group 4 – Bulk foaming heavy duty foaming degreaser

Service call or delivery fee if any	$ N/C
Amount – for example 55gal,275 gallon tote ACS-200	$ 5.76 per Gallon Bulk
Price per gallon	
Ratio of chemical (example 4parts chemical to 1 part water)	$ [redacted]

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

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

Group 6 – Clean Grit Trap

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

VOLUME DISCOUNT REBATE ATTACHMENT

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

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

REQUEST FOR QUOTATION

THIS IS NOT AN ORDER

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

Telephone: (903) 531-1232

09/20/2023
10-4-23
DATE MAILED

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

Closing Time: 2:00pm

Closing Date:10/10/2023

Addressed To:

INSTRUCTIONS:
1. Keep duplicate copy of proposal for your files.
2. Federal Excise Taxes are exempted, also Federal Transportation Tax, State Tax, and City Sales Tax.
3. Return this form at once if unable to quote.
4. Specify Trade name or brand in space.

Please quote as per instructions indicated below for the articles described. Quotes must be submitted on City of Tyler forms to be considered. All items or services called for must be in strict accordance with all of the requirements and specifications attached hereto or furnished upon request.

AAA Sanitation INC
Purchasing Manager

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

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Quote number, closing time, date, and item requested must appear on outside of envelope in lower left hand corner.

DATA SHEETS:
All bidders must complete each specification data sheet in spaces provided on each item that is bid as well as all information requested on the price data sheet. Said price, data and specifications sheet is hereby made a part of this quotation.

DELIVERY:
Delivery must be stated in your quote on the data sheet as the number of calendar days from date of order.

The City of Tyler reserves the right to reject any and/or all bids and to waive any and/or all formalities and to award purchase total amount, partial amount or individual item basis.

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In submitting the above request and attached bid to the City of Tyler, I hereby certify that we have not participated in nor been a party to any collusion, price fixing or any other agreements with any company, firm, or person concerning the pricing of the enclosed quotation.

NET 30
INVOICING TERMS

10-4-23
DATE

A A A SANITATION INC
COMPANY NAME

GREG DAVIS
AUTHORIZED REPRESENTATIVE (print)

Greg Davis
SIGNATURE

See other side for TERMS AND CONDITIONS

* All Quotes Must Be Signed

CERTIFICATE OF INTERESTED PARTIES:

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

In accordance with House Bill 1295, for certain contracts entered into on or after January 1, 2016, the successful bidder must submit a Certificate of Interested Parties (Form 1295) at the time the signed contract is submitted to the CITY The law applies (with a few exceptions) only to a City contract between a business entity and a governmental entity or state agency that either (1) requires an action or vote by the City Council before the contract may be signed or (2) has a value of at least $1 million.

DETAILED PRICE PROPOSAL

Group 1 – Maintenance of high pressure wash bay equipment

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

Group 2 – New equipment sales

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

Group 3 – Bulk Fleet wash soap

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

Group 4 – Bulk foaming heavy duty foaming degreaser

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

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

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

Group 6 – Clean Grit Trap

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

VOLUME DISCOUNT REBATE ATTACHMENT

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

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-2

Date: November 12, 2025

Subject: Request that the City Council consider authorizing the City Manager to purchase two (2) Harley Davidson Police motorcycles with police equipment through Buyboard contract #724-23 from Longhorn Harley Davidson Grand Prairie, Texas for $40,126.25 each for a total of $ 80,252.50 for the Police Department to replace 17061 and 19062.

Item Reference:

The fleet replacement program budgets for departments to replace their vehicles and equipment on a regular schedule, particularly those with mileage and/or maintenance cost expectations. After meeting with the Police Department, it was decided to replace 17061 and 19062 motorcycles. Vehicle Services researched bids with City-specified options through the Texas Buyboard purchasing coop and recommends awarding the chosen vendor: Longhorn Harley Davidson of Grand Prairie, Texas. 2830 West I-20 Grand Prairie, Texas 75052 Buyboard contract #724-23. The cost of each unit is $40,126.5 for a total cost for the motorcycles and equipment of $80,252.50.

Funding is in FY26 account 640-0661-641-2604.

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to purchase two (2) Harley Davidson Police motorcycles with police equipment through Buyboard contract #724-23 from Longhorn Harley Davidson, Grand Prairie, Texas, for $40,126.25 each for a total of $80,252.50 for the Police Department to replace 17061 and 19062.

Attachments:
Tyler 2026 Harley-Davidson Police FLTRXP Road Glide BuyBoard 724-23 State Contract Budget Quote 10082025-1

Drafted/Recommended By:
Department Leader Stan Stoffregen Fleet Manager

Edited/Submitted By:
City Manager

City of Tyler Police Department
711. W. Ferguson, Tyler Texas 75701
10/08/2025
Invoice #10082025-1
Quote Valid 60 Days
BUYBOARD STATE CONTRACT #724-23

Motorcycle:
$20,995.00 2026 Harley-Davidson Police **FLTRXP Road Glide** Vivid Black
$11,000.00 Harley-Davidson factory upgrade emergency equipment package
$2,000.00 Harley-Davidson POLICE ESP Extended Warranty 60mo Unlimited Mileage
$1,295.00 Harley-Davidson Special Paint Houston Black/White Two Tone
Motorcycle Total $35,290.00

Emergency Equipment:
$179.95 1 SoftBrake Rear Brake Chrome SB-014-P+1 $199.95
$233.10 1 PDSKID Derby Cover Protection Plate $259.00
$32.00 2 TIONBKT1 Whelen "L" Mounting Bracket for One TLI™ Lighthead $20.00
$363.20 2 XTLI3JC Whelen TRIO™ Red/Blue/White, Smoked Lens $227.00
$363.20 2 Whelen XTLI3JA TRIO™ Red/Blue/Amber Smoked Lens $227.00
Front Fender Side Surface Mount – Amber to Turns
$38.40 2 TIONWEDG Whelen TIONWEDG Wedge Kit for ION T-Series $24.00 (rear saddle bag)
$726.40 4 XTLI3JC Whelen TRIO™ Red/Blue/White, Smoked Lens $227.00
$2,400.00 Labor 20hrs @ $120hr Emergency Vehicle Equipment Installation $ @ $145hr
$175.00 Shop Supplies/Custom Emergency Harness
$125.00 Parts Shipping

Emergency Equipment Total $4,636.25

$39,926.25 Per Unit Cost

$400.00 BuyBoard State Contract Vehicle Fee

$80,252.50 Grand Total for Two (2) Units Payment Though BuyBoard

Harley-Davidson Parts & Accessories 10% off MSRP per BuyBoard State Contract
Whelen Emergency Equipment 20% off MSRP per BuyBoard State Contract

Current Delivery Est – Feb/March 2026

David Magers Police & Fleet Account Manager
Longhorn & Maverick Harley-Davidson
Harley-Davidson Police Advisory Board Member
Texas Master Peace Officer & Motor Officer Est 2004
972-935-6904 motorofficer@longhornhd.com
Police Motorcycles Since 1908

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-3

Date: November 12, 2025

Subject: Request that the City Council consider authorizing the City Manager to approve the winning bidder of sealed bid 25-092 Central Point Group of Tyler, Texas to upfit 10 patrol units at a cost of $25,590.77 each for a total cost of $255,907.70.

Item Reference:

The fleet replacement program budgets for departments to replace their vehicles on a regular schedule, particularly those with high mileage and/or maintenance cost expectations. This includes vehicles and equipment for police patrol vehicles. After meeting with the Police Department, Vehicle Services opened sealed bid 25-092 on October 14, 2025, at 2pm. Six vendors received a bid packet. Two vendors responded to the bid. Results are below.

Central Point Group - Tyler, Texas - $255,90.77 per unit. Total cost of $255,907.70.
Cap Fleet - Belton, Texas - $34,356.00 per unit. Total cost of $343,560.

Funding is from the Vehicle Services Replacement Fund account 640-0661-641-26-04 FY 26.

RECOMMENDATION:

It is recommended the City Council consider authorizing the City Manager to approve the winning bidder of sealed bid 25-092 Central Point Group of Tyler, Texas to upfit 10 patrol units at a cost of $25,590.77 each for a total cost of $255,907.70.

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Attachments:
bid 25-092 bid tabulation

Drafted/Recommended By:
Department Leader Stan Stoffregen Fleet Manager

Edited/Submitted By:
City Manager

PRICE, DATA, AND SPECIFICATION SHEET

City of Tyler

Purchasing Department
304 North Border
Tyler, Texas 75702
Telephone: (903) 531-1232

DATE: 9/24/2025
BID # / PROPOSAL # 25-092
CLOSING TIME: 2:00 pm
CLOSING DATE: 10/1/2025

Possible (10) police package upfits. See the specification attached.

Model	**Total**			
Tahoe	Central Point	25590.77	Cap Fleet	34356
K9 tahoe				
Explorer				
Charger				
PPV Pick up				
PSO				

TYLER POLICE DEPARTMENT

2025-26 Chevy Tahoe PPV

Qty	Part #	Item Number / Description			
1	EB2SP3J	Legacy DUO 54" lightbar (clear lenses) (RW/BW front, RA/BA rear) w/ TD, alleys & photocell			
1		HL & TL flasher (CORE) for 2025 Tahoe			
1		Strap kit for 2025 Tahoe			
2	SA315	100 watt composite speakers (mounted under pushbar)			
2	SAK1	Universal mounting brackets			
1	C399	CenCom CORE WCX controller (programmed to match existing fleet)			
1	C399SP	CORE OBDII scanport Cable kit for 2025 Tahoe			
2	CEM16	16 output/4 input expansion modules			
1		Front compartment light overhead (red/white LED)			
1		Rear compartment light for liftgate (red/white LED)			
1	CV2V	Whelen vehicle Sync module/antenna			
1	CCTL6	CORE rotary knob control head/siren			
1	OEWD54	ION two piece, 6-light DUO Outer Edge (red/blue with TA function)			
6	OEI2J	ION DUO series (red/blue) ….. 6 in Outer Edge			
2	OEI3	ION TRIO series (red/blue/white) ….. 2 in rear quarter windows			
2	IONPEDB	ION brackets for rear quarter windows			
6	TLI3JC	ION-T TRIO (red/blue/white) ….. 2 for rear hatch lid, 2 each on side running boards			
2	IONBKT8	ION-T brackets for rear hatch			
4	TIONWEDG	ION-T mounting wedges for running board lights			
1	PB-450L	6-ION push bumper for 2025 Tahoe (4 front, 1 each side) hooked to CORE			
2	TLI3JC	ION-T TRIO (red/blue/white) for side of pushbar (flush mounted, 90 degrees)			
4	I3JC	ION TRIO series (red/blue/white) front-facing inside upper pushbar			
1		Aluminum equipment cover (for radio/CORE) on back of prisoner cage			
2	ARGES1	Arges super LED 360 remote control spotlight (Proclera optic) (Black housing)	**** if not equipped w/ manual factory**		
1	ARG54D	Arges driver-side fender mounting	**** if not equipped w/ manual factory**		
1	ARG54P	Arges passenger-side fender mounting	**** if not equipped w/ manual factory**		
2	ARGCH1	Arges control heads; bail brackets	**** if not equipped w/ manual factory**		
1	C-VS-1012-TAH-2	HAVIS 22" console for 2025 Tahoe PPV (w/ cig plugs & USB connections)			
1	C-HDM-204	HAVIS 8.5" external side mount pole w/ short handle			
1	C-MD-112	HAVIS 11" slide out locking swing arm w/ motion adapter			
1	UT-1001	HAVIS Universal rugged laptop cradle (11-14 inch)			
1	CUP2-1001	HAVIS in-console dual cup holder			
1	C-ARM-101	HAVIS flip up armrest attaches to console			
2		HAVIS console mic clip bracket			
2		Magnetic Microphone mount/kit			
misc		HAVIS - misc. sized console filler plates & mounting brackets, as necessary			
1	C-EB40-CCS-1P	HAVIS Cencom equip bracket / 1-piece face plate			
2	C-EB50-WSP-1P	HAVIS dual Arges face plate for 2 units	**** if not equipped w/ manual factory**		
1	C-EB25-XTL-1P	HAVIS 1-piece equipment bracket (XTL remote heads & APX75)			
1	PSSP-5714-T15A	Progard partition - polycarbonate center slide window with expanded metal insert			
1	S-5702-T21-OSB	Progard 1/4" poly cargo barrier, prisoner seat, floor panels w/ outside belts			
1		Pair of black ABS rear door panels			
1		Pair of 1/4" poly rear window covers			
1	GVPM104	Progard vertical gunrack AR-15 (Between seats)			
1	STK-806-0022-00	Stalker DSR - 2 antenna, radar system, cables, mounts and warranty			
1	STK-155-2211-00	Stalker Remote Display interconnect cable			
1	RBDM-55WW-17-SSSRR-B	4G/5G 5-1 Antenna for cellular router w/ 17' cable (Band 71, CBRS, WiFi 6)			
1		Adapter gasket for RBDM brick antenna for Chevy Tahoe			
misc		Miscellaneous adapters, cables & connectors necessary for install			
1		AXON Refresh Kit for installation of existing Fleet 3 components			
1	Full Graphics	Full reflective decal graphics (color matched to existing)			
1	labor	installation labor & other materials			
1	Tint	full vehicle tint			
1	freight	freight (if applicable)			
1		**Install of city-provided Motorola PD radio, speaker & accessories**			
1		**Install of city-provided AXON Fleet 3 camera system, Cradlepoint & accessories**			

spotlights
spotlights
spotlights
spotlights
spotlights

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-4

Date: November 12, 2025

Subject: Request that the City Council consider authorizing the City Manager to award Triple J as the successful bidder for bid 25-090 to provide external fueling for the City of Tyler fleet (non-credit card).

Item Reference:

VES sent the sealed bid package 25-090 to 21 different vendors that sell fuel throughout the City of Tyler. One vendor responded to the sealed bid. The City of Tyler does have several employees with Fuelman Cards, however not all employees that drive have a card. Vehicle Services request City Council to approve the City Manager to award the external emergency fuel bid to Triple J. Triple J will give the City of Tyler 2% discount on unleaded and 3% discount on diesel. This will allow for several locations to be utilized and enable the City of Tyler fleet to fuel at the approved facility closest to them.

The five sites listed below are included.
Store #1 at 12010 US HWY 271
Store #2 at 124 SSE LOOP 323
Store #3 at 12445 HWY 64E
Store #4 1051 HWY 110 in Whitehouse
Store#5 13341 Interstate 20 in Lindale

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to award Triple J as the successful bidder for bid 25-090 to provide external fueling for the City of Tyler fleet (non-credit card).

Attachments:
external fuel tabulation

Drafted/Recommended By:
Department Leader Stan Stoffregen Fleet Manager

Edited/Submitted By:
City Manager

PRICE, DATA, AND SPECIFICATION SHEET

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

Telephone: (903) 531-1232

DATE: 09/24/2025

BID # / PROPOSAL #: 25-090

CLOSING TIME: 2:00 pm
CLOSING DATE: 10/14/2025

PROPOSERS MUST COMPLETE THIS SECTION

ITEM NO.	QUANTITY	DESCRIPTION	BRAND	UNIT PRICE	TOTAL NET PRICE
1		**Provide the City of Tyler with unleaded fuel, diesel fuel (non credit card). See specifications for details.**			
		Price per gallon unleaded		List Price	2% discount
		Price per gallon diesel		List Price	3% discount
		124 SSE Loop 323	Shell		
		Tyler, Tx 75702			
		12010 US Hwy 271	Shell		
		Tyler, Tx 75708			
		12445 Hwy 64 E.	Exxon		
		Tyler, Tx 75707			

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-5

Date: November 12, 2025

Subject: Request that the City Council consider authorizing the City Manager to award bid 25-089 to Maddi Rheas Cleaning to provide janitorial services to the Oakwood Complex in the amount of $32,160.00 annually.

Item Reference:

On October 14, 2025, sealed bid 25-089 for janitorial services for Oakwood Complex buildings (Vehicle & Equipment Services, Traffic Sign Shop, Parks Maintenance, and Solid Waste Buildings) were opened in public at 2:00 p.m. at the Tyler Development Center. The bid packet was sent to five (5) vendors Office Pride, Westbrook Cleaning Service, A Personal Touch Cleaning Service, Maddi Rheas Cleaning Services, and Advantage Building Services.

Maddi Rheas Cleaning Service was the only vendor to respond. The contract will be a one-year contract FY 25/26 with three (3) one-year renewals, FY26/27, FY27/28, FY28/29, if both parties agree to renewals. They will charge $2,680.00 per month or $32,160.00 per year.

Funding from account 640-0662-642-0405

RECOMMENDATION:

Request that the City Council consider authorizing the City Manager to award bid 25-089 to Maddi Rheas Cleaning to provide janitorial services to the Oakwood Complex in the amount of $32,160.00 annually.

Attachments:
img20251016_14070015
img20251016_14105338
img20251016_14113112
img20251016_14122148

Drafted/Recommended By:
Department Leader Stan Stoffregen Fleet Manager

Edited/Submitted By:
City Manager

Purchasing Department
Bid "As Read Results"

City of Tyler Bid No. / Description / Managing Department: 25-089 Janitorial Service at the City of Tyler Oakwood Complex / VES, D Schreck

Date Opened: October 14, 2025

	Vendor	Vendor	Vendor	Vendor	Vendor
	Maddh Rheas Cleaning				
Unit Cost					
Total	2680	1st year	11/12/25 to	11/12/26	
Bid Bond	32160.00	2nd year Renew	11/12/26	11/12/27	
Addenda		3rd year Renew	11/12/27	11/12/28	
Base Bid		~~3RD~~ 4th year Renew	11/12/28	11/12/29	
Alternate 1					
Alternate 2					
Alternate 3					
Alternate 4					
Base Bid + Alternates					

Purchasing Personnel in attendance:

Purchasing Manager

Signature: _____

Purchasing Agent

Signature: _____

Form #	Work Instruction # Form #	Originating Date	Revision Date	Revision #
PURF003	PURWI001	6 1 2012		

TYLER

THIS IS NOT AN ORDER

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

Telephone: (903) 531-1232

09/24/2025
DATE MAILED

Quote No: 25-089
(Number must appear on ALL correspondence)

Closing Time: 2:00pm

Closing Date: 10/14/2025

Addressed To:

Please quote as per instructions indicated below for the articles described. Quotes must be submitted on City of Tyler forms to be considered. All items or services called for must be in strict accordance with all of the requirements and specifications attached hereto or furnished upon request.

INSTRUCTIONS:
1. Keep duplicate copy of proposal for your files.
2. Federal Excise Taxes are exempted, also Federal Transportation Tax, State Tax, and City Sales Tax.
3. Return this form at once if unable to quote.
4. Specify Trade name or brand in space.

Gina Elzea
Purchasing Agent

Sealed quotes to furnish the following will be received in the Purchasing Office @ 304 North Border, Tyler, Texas 75702, Attn: Sherry Pettit until October 14,2025 and opened by City Staff in the City Council Chambers @ 212 North Bonner, City Hall, 2nd Floor @ 2:00 PM on October 14,2025

Bid number 25-089 ANNUAL PRICE AGREEMENT FOR JANITORIAL SERVICE AT THE CITY OF TYLER OAKWOOD COMPLEX

QUOTE IDENTIFICATION:
Quote number, closing time, date, and item requested must appear on outside of envelope in lower left hand corner.

DATA SHEETS:
All bidders must complete each specification data sheet in spaces provided on each item that is bid as well as all information requested on the price data sheet. Said price, data and specifications sheet is hereby made a part of this quotation.

DELIVERY:
Delivery must be stated in your quote on the data sheet as the number of calendar days from date of order.

The City of Tyler reserves the right to reject any and/or all bids and to waive any and/or all formalities and to award purchase total amount, partial amount or individual item basis.

In submitting the above, the vendor agrees that acceptance by the City of Tyler within a reasonable period constitutes a binding agreement.

In submitting the above request and attached bid to the City of Tyler, I hereby certify that we have not participated in nor been a party to any collusion, price fixing or any other agreements with any company, firm, or person concerning the pricing of the enclosed quotation.

net 30
INVOICING TERMS

10/16/25
DATE

Maddi Kneats Cleaning
COMPANY NAME

Madison Calhoun
AUTHORIZED REPRESENTATIVE (print)

Madison Calhoun
SIGNATURE

See other side for TERMS AND CONDITIONS

* All Quotes Must Be Signed

TYLER
A Tyler Technologies Company

SHEET

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

Telephone: (903) 531-1232

DATE: 09/24/2025

BID # / PROPOSAL #: 25-089

CLOSING TIME: 2:00 Pm

CLOSING DATE: 10/14/2025

Muddi Kneat Services
(903)752-3912

PROPOSERS MUST COMPLETE THIS SECTION

ITEM NO.	QUANTITY	DESCRIPTION	BRAND	UNIT PRICE	TOTAL NET PRICE
1		Janitorial service for the oakwood complex			
		4 buildings 5 days a week Mon - Fri. monthly Payment	TOTAL:		$2,080

Prior involvment:
City of Tyler Code Enforcement vendor

SCOPE: Robin Smart, Chris Lennon

The City of Tyler Vehicle Services Department is soliciting sealed written quotes from qualified vendors for the cleaning of the buildings in the City of Tyler Oakwood Complex.

REQUIREMENTS FOR QUOTE NO. 25-089 JANITORIAL SERVICES FOR OAKWOOD COMPLEX

All quotes shall be for the complete janitorial cleaning service of four municipal buildings (see list and locations) at the City of Tyler Oakwood Complex located at 410 West Oakwood, Tyler, Texas 75702. The City of Tyler is exempt from sales tax. Quote should not contain sales tax. Quote should list and include all recommended daily, weekly, monthly, quarterly, and semi-annual cleaning procedures and should define the bidder's standards of performance and service level for all tasks.

Each vendor must include in its quote a complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending which involves the vendor or in which the vendor has been judged guilty or liable. Failure to comply with the terms of this provision may disqualify any quote. The City of Tyler reserves the right to reject any quote based upon the vendor's prior history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.

The City of Tyler may contact the references provided in response to this quote; contact any vendor to clarify any response; contact any current users of a vendor's services; solicit information from any available source concerning any aspect of a quote;

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

The work to be contracted shall consist of the services contained in the quote, including all materials, equipment, labor, and all other items necessary to complete said work in accordance with the bid documents. The contractor shall provide professional cleaning and other related services to the following City of Tyler locations five (5) days per week and should be between 4pm and 7pm with the exception of observed holidays:

1. **Vehicle Service building – 410 West Oakwood Tyler, Texas 75702**
    a. Parts room - will need to be completed before 6 pm
    b. Supervisor office
    c. Vending machine room
    d. Hallway
    e. Men's restroom
    f. Ladies' restroom
    g. Break room
    h. Conference room
    i. Storage room
    j. Sink and dish area in break room
    k. Refrigerators (at least monthly)
    l. Sink in light duty shop
    m. Sink in heavy duty shop

2. **Heavy Duty Lift Bay – 408 West Oakwood Tyler, Texas 75702**
    a. Men's restroom
    b. Men's showers
    c. Ice Machine room
    d. Trash cans in bay area
    e. Hallway

3. **Traffic Shop and Parks Maintenance shop – 406 West Oakwood Tyler, Texas 75702**
    a. Sign workshop offices
    b. Hallway
    c. Men's Restroom
    d. Parks maintenance offices
    e. Stairway
    f. Upstairs restroom

4. **Solid Waste Department Buildings – 414 North Bois D' Arc Ave Tyler, Texas 75702**
    a. Solid Waste office
    b. Conference Hall
    c. Break Room
    d. Recycle Center restroom
    e. Public restroom
    f. Women's restroom
    g. Stairway
    h. Upstairs conference room
    i. Upstairs offices
    j. Men's Restroom
    k.

The Contractor shall provide all equipment necessary to complete said work. The City shall provide hand soap for soap dispensers, toilet paper and paper towels, sanitizers. Services cover all aspects of janitorial cleaning in the buildings from entrances to the exits and building core. All cleaning shall be performed after the normal operating hours of these buildings. Services to be performed monthly and quarterly shall be performed during the first month of the contract and then at appropriate intervals after that. Correction of deficiencies in compliance will not be considered as needed service and the City will not be invoiced as such in correction make-right

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-6

Date: November 12, 2025

Subject: Request that the City Council consider authorizing the City Manager to approve Highly Detailed for various light-duty vehicle and bus washing and detailing services per bid 25-091.

Item Reference:

On October 14, 2025, bid 25-091 was opened in public at 2:00 pm in the City Council Chambers. The bid was for providing vehicle washing and detail services for the City of Tyler units. The service will be provided onsite and at Highly Detailed building located at 1128 CR1113, Tyler, Texas 75709. Service will be for FY 25/26 and have three optional renewals for FY 26/27, FY 27/28 and FY 28/29 pending agreement of both the vendor and the City of Tyler.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to approve Highly Detailed for various light-duty vehicle and bus washing and detailing services per bid 25-091.

Attachments:
bid 25-091 bid tabulation sheet

Drafted/Recommended By:
Department Leader Stan Stoffregen Fleet Manager

Edited/Submitted By:
City Manager

Service	Highly Detailed	
Automotive at City Site basic wash exterior no drying/ drying	9.50/10.75	
Automotive at City site wash/interior detail / vacuum		45
Automotive at City site wash/interior detail/ vacuum/ wax		75
Light Duty Trucks and Vans at City site wash exterior no drying/drying	9.50/10.75	
Light Duty Trucks and Vans at City site wash/interior detail / vacuum		45
Light Duty Trucks and Vans at City site wash/interior detail/ vacuum/ wax		75
TRANSIT E450 City site wash exterior no drying/dry	30.00/35.00	
TRANSIT E450 City site wash exterior no drying/ basic interior/ mop		55
TRANSIT E450 City site full detail including sanitation/ shampoo seats/cle		140
TRANSIT HD City site wash exterior no drying/dry	40.00/45.00	
TRANSIT HD City site wash exterior no drying/ basic interior/ mop		65
TRANSIT HD City site full detail including sanitation/ shampoo seats/clear		175
Police motorcyle City site No dry/dry	10.00/15.00	
Police sedan/ small SUV City Site exterior wash no dry / dry	9.50/10.75	
Police sedan/ small SUV City Site wash/ interior detail/vacuum		45
Police sedan/ small SUV City Site wash/ interior detail/vacuum/wax		75
Sedans, trucks,vans at vendor site exterior wash no dry / dry	9.50/10.75	
Sedans, trucks,vans at vendor site exterior wash/ interior detail / vacuum		40
Sedans, trucks,vans at vendor site exterior wash/ interior detail / vacuum/ v		75

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-7

Date: November 12, 2025

Subject: Request that the City Council consider adoption of a Resolution authorizing the City Manager to execute a Multiple Use Agreement for construction activities within the Texas Department of Transportation Right-of-Way for the 2024/25 City of Tyler Pedestrian Access Improvement Project.

Item Reference: **2024/25 Half-Cent Sales Tax Work Plan**

The City of Tyler MPO completed a Pedestrian Access Study and Active Tyler Transportation Plan that studied and recommended additional sidewalk projects to improve pedestrian access across the city. Additionally, the City of Tyler Engineering Department regularly receives and tracks citizen input for sidewalk improvements and repairs.

The 2024/25 Half Cent Sales Tax Work Plan proposed a recurring annual program to continue work on pedestrian access improvements. Some project areas are located in the Texas Department of Transportation (TXDOT) right-of-way (ROW), therefore a Multiple Use Agreement between the City of Tyler and TXDOT is required. This agreement authorizes the city to construct the proposed improvements inside TXDOT ROW at no cost to TXDOT. The City's Half Cent Sales Tax Program will fund the improvements.

RECOMMENDATION:

It is requested that the City Council adopt a Resolution authorizing the City Manager to execute a Multiple Use Agreement for construction activities within the Texas Department of Transportation Right-of-Way for the 2024/25 City of Tyler Pedestrian Access Improvement Project.

Attachments:
Location Map
Resolution - MUA 2024-25

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

Edited/Submitted By:
City Manager

CITY OF TYLER PEDESTRIAN ACCESS

TYLER, TEXAS 75701

SMITH COUNTY

September 2025

PREPARED FOR

CITY OF TYLER

MAYOR

DON WARREN

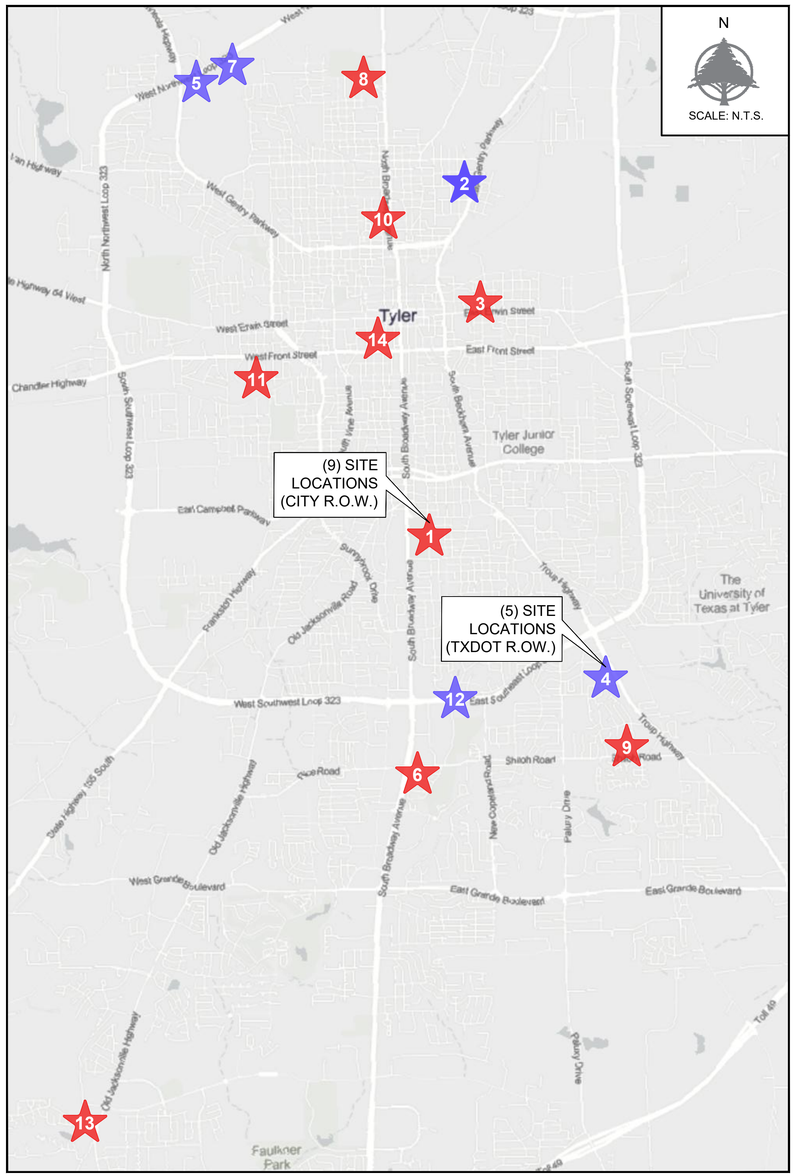
CITY COUNCIL

STUART HENE
PETRA HAWKINS
SHONDA MARSH
JAMES WYNNE
LLOYD NICHOLS
BRAD CURTIS

CITY MANAGER

EDWARD BROUSSARD

VICINITY MAP



SHEET INDEX

NUMBER	TITLE
C1	COVER SHEET
C2	GENERAL NOTES
C3	QUANTITY SUMMARY
C4	QUANTITY SUMMARY II
C5	E 9TH ST - SITE #1
C6	E GENTRY PKWY - SITE #2
C7	HILLSIDE PARK - SITE #3
C8	HWY 110 - SITE #4
C9	LOOP 323 @ W GENTRY PKWY - SITE #5
C10	SHILOH RD @ S BROADWAY AVE - SITE #6
C11	LOOP 323 (TOWN PARC) - SITE #7
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C13	SHILOH RD @ EDINBURGH - SITE #9
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C16	LOOP 323 (DONNYBROOK TO FRY) - SITE #12
C17	OAK CREEK BLVD. - SITE #13
C18	COLLEGE AVE @ UNIVERSITY PL - SITE #14
C19	CONSTRUCTION DETAILS I
C20	CONSTRUCTION DETAILS II
C21	CONSTRUCTION DETAILS III

MHS
PLANNING & DESIGN
12222 Merit Dr, Dallas, TX 75251
214.845.7008
212 W. 9th St, Tyler, TX 75701
903.597.6606
TBPE #14571

STATE OF TEXAS
WILLIAM H. SPENCER
107759
LICENSED PROFESSIONAL ENGINEER
9/25/2025

CITY OF TYLER
PEDESTRIAN ACCESS
TYLER, TEXAS

Drawn: TMG
Checked: WHS

Revision History

Job Number: 24-068
Date: 9/25/2025

COVER SHEET
C1

RESOLUTION NO. R-2025-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, COMMITTING THE CITY OF TYLER TO PERFORM OR CAUSE TO BE PERFORMED CERTAIN PROJECT(S) WITH NO REQUIRED MATCH FROM THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT); AUTHORIZING AND DIRECTING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO EXECUTE A MULTIPLE USE AGREEMENT (MUA) WITH THE TEXAS DEPARTMENT OF TRANSPORTATION TO PERMIT THE CONSTRUCTION, MAINTENANCE, AND OPERATION OF A PUBLIC SIDEWALK ON THE HIGHWAY RIGHT-OF-WAY; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION WAS APPROVED COMPLIED WITH THE TEXAS OPEN MEETINGS ACT; MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND ESTABLISHING AN EFFECITVE DATE.

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

WHEREAS, Transportation Code, Chapters 201 and 221, authorize the State of Texas (the "State") to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and

WHEREAS, Government Code, Chapter 791, and Transportation Code, §201.209 and Chapter 221, authorize the State to contract with municipalities and political subdivisions; and

WHEREAS, the City of Tyler has requested that the State allow the City of Tyler to participate in the improvement described as "2024/25 Pedestrian Access Improvement Project" (hereinafter referred to as the "Project") by funding said improvement; and

WHEREAS, the City of Tyler commits to performing or causing to be performed the Project; and

WHEREAS, it is considered to be in the public interest for the City of Tyler to execute the Multiple Use Agreement (MUA) with the Texas Department of Transportation (TxDOT) for the public purpose of continuing the 2024/25 Pedestrian Access Improvement Project; and

WHEREAS, the Texas Department of Transportation ("TxDOT") is not responsible for committing funds towards the construction of the Project; and

WHEREAS, the City of Tyler shall be responsible for all costs.

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

Part 1: That the City Council hereby approves a Multiple Use Agreement with the Texas Department of Transportation to permit the construction, maintenance, and operation of a public sidewalk on the highway right-of-way.

Part 2: That the City Manager or designee is hereby authorized and directed to execute the above-described Multiple Use Agreement (MUA) and to execute any documents in order to fulfill the public purposes described above and in connection therewith.

Part 3: That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

Part 4: That this Resolution shall be effective immediately upon adoption.

PASSED AND APPROVED, this the _____ day of _____, 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. C-A-8

Date: November 12, 2025

Subject: Request that the City Council consider authorizing the City Manager to ratify an expenditure in the amount of $132,692.90 for the mandated annual water quality assessment fee to the Texas Commission on Environmental Quality.

Item Reference: **Texas Water Code Section 26.0135 Requirement**

Under Texas law, adopted in 1991 and amended in 1997, the Clean Rivers Program (CRP) requires ongoing, comprehensive assessment (testing, analysis, and reporting) of water quality for each river basin in Texas. Texas Water Code Section 26.0135 requires the Texas Commission on Environmental Quality (TCEQ) to recover reasonable costs of the assessment program from wastewater treatment permit holders and water use permit holders. The fee for wastewater treatment permit holders is based on the permitted flow limits and traditional pollutant limits (biochemical oxygen demand, total suspended solids and ammonia) as prescribed in the facility's effluent discharge permit issued under the Texas Pollutant Discharge Elimination System Program (TPDES) implemented by the TCEQ.

As a result, the City of Tyler has been assessed this annual fee for its two (2) wastewater treatment facilities since 1997. The current fee for Fiscal Year 2025-2026 is $132,692.90.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to ratify an expenditure in the amount of $132,692.90 for the mandated annual water quality assessment fee to the Texas Commission on Environmental Quality.

Attachments:
TCEQ Wastewater Fee Southside 2025
TCEQ Wastewater Fee Westside 2025

Drafted/Recommended By:
Department Leader Michael Norris/Manager Wastewater Treatment Systems

Edited/Submitted By:
City Manager

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

INVOICE

COMPANY: CITY OF TYLER
ACCOUNT: 23006508

DETACH BOTTOM PORTION AND RETURN WITH PAYMENT - KEEP TOP PORTION FOR YOUR RECORDS -

ACCOUNT NO.	INCLUDES PAYMENTS THROUGH:	COLL COST RECOVERY	LATE FEES	BALANCE DUE
23006508	OCT14,25	0.00	0.00	54,772.99

INVOICE DATE	INVOICE NO.	DESCRIPTION			AMOUNT	BALANCE
OCT31,25	CWQ0080788	PERMIT PERMIT	0010653002	FY26	54,772.99	54,772.99

Please return the original coupon with payment. For questions concerning calculations or site location, please call 512-239-4671.

54,772.99

See REVERSE SIDE for Explanation of Charges and TCEQ Contact Telephone Numbers.

PLEASE PAY THIS AMOUNT
INCLUDE ACCOUNT NUMBER ON CHECK

TCEQ VIPP Form AR41A 02-17-2011

OCT14,25

DETACH THIS PORTION AND RETURN WITH CHECK OR MONEY ORDER PAYABLE TO:

ACCOUNT NO.	BALANCE DUE
23006508	54,772.99

☐ CHECK HERE IF YOUR ADDRESS HAS CHANGED.
PLEASE INDICATE ADDRESS CHANGE ON BACK

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

INVOICES NOT PAID WITHIN 30 DAYS OF INVOICE DATE WILL ACCRUE PENALTIES

CITY OF TYLER

PO BOX 2039

TYLER TX 75710-2039

0023006508 1533360 00054772991130251

PAYMENT INFORMATION

INVOICES NOT PAID BY DUE DATE WILL ACCRUE PENALTIES

DETACH PAYMENT COUPON FROM BOTTOM OF FORM AND RETURN WITH PAYMENT IN THE ENVELOPE ENCLOSED.

Your check, certified check or money order should be made payable to the **Texas Commission on Environmental Quality.** Please include your account number on your check to ensure that payment is properly credited. You may also pay this account in full by credit card or electronic check using the following internet address: ***www.tceq.texas.gov/epay/***

If you think your billing is wrong, or if you need more information about a transaction, please address your questions to:

Texas Commission on Environmental Quality
P.O. Box 13088 - MC214
Austin, Texas 78711-3088

In your correspondence, please give us the following information:

1. **Your name and account number**
2. **The dollar amount of the suspected error**
3. **The date and reference number of the transaction(s) in question**
4. **Description of the suspected error**

The payment due date is 30 days from the invoice date. Penalty and interest charges assessed will be adjusted for fees not due. Failure to pay by the due date may result in return or denial of applications for licenses, permits, registrations, and certifications.

For Accounting questions, please contact:

Waste Fees	**(VCP, ILP, RLA, BYP)**	**512/239-0548**
	(HWG, NWG, HWF, NWF)	**512/239-6174**
	(SWD, WMS, SWM)	**512/239-0355**
	(WMB, BLP, SDP, TOX)	**512/239-0355**
Tier 2 Reporting	**(T2M, T2NM, T2PE)**	**512/239-0355**
Water Fees	**(GPS, GPW, PHS, RAF)**	**512/239-0366**
	(BWM, CRW, RGR, STX)	**512/239-0366**
	(CWQ, WQA, WWI, WWIR, EAP)	**512/239-0366**
	(WUF, WTR)	**512/239-0366**
Air Fees	**(AEF, EIF, EIT)**	**512/239-0355**
Admin Penalties	**(CAV, DCP, WDV, WQV, QWV, BPF2)**	**512/239-0548**
Dry Cleaning Fees	**(DCR)**	**512/239-6174**

For Technical questions & address changes, please contact the program via the email contact below:

AEF	AIR EMISSIONS FEE	airfees@tceq.texas.gov	**PHS**	PUBLIC HEALTH SERVICE	Wufees@tceq.texas.gov
BLP	WATERSHED MGMT. BENEF. LAND APPLI	WQ-ARPTeam@tceq.texas.gov	**RGR**	RIO GRANDE WATERMASTER	watermaster@tceq.texas.gov
BWM	BRAZOS WATER MASTER	brazoswm@tceq.texas.gov	**RLA**	RADIOACTIVE SUBSTANCE LICENSING FEE	radmat@tceq.texas.gov
BYP	RADIOACTIVE BY-PRODUCTS DISPOSAL	radmat@tceq.texas.gov	**RAF**	REGULATORY ASSESSMENT FEE	Wufees@tceq.texas.gov
CAV	ADMIN PENAL. - AIR POLL	acctrec@tceq.texas.gov	**SDP**	SURFACE DISPOSAL FEE	WQ-ARPTeam@tceq.texas.gov
CRW	CONCHO RIVER WATERMASTER	conchowm@tceq.texas.gov	**STX**	SOUTH TEXAS WATERMASTER	watermaster@tceq.texas.gov
CWQ	CONSOLIDATED WATER QUALITY FEE	WQ-ARPTeam@tceq.texas.gov	**SWD**	SOLID WASTE DISPOSAL FACILITIES	mswper@tceq.texas.gov
DCP	ADMIN PENAL. - DRY CLEANING	acctrec@tceq.texas.gov	**SWM**	SOLID WASTE MEDICAL TRANSPORTER FEE	wasteval@tceq.texas.gov
DCR	DRYCLEANING REGISTRATION FEE	dcreg@tceq.texas.gov	**T2M,T2NM,T2PE**	TIER II CHEMICAL REPORTING	Tier2Help@tceq.texas.gov
EIF	AIR INSPECTION FEE	airfees@tceq.texas.gov	**TOX**	TOXIC REPORTING FEE	toxic@tceq.texas.gov
GPS	GENERAL PERMIT STORMWATER FEE	SWPermit@tceq.texas.gov	**VCP**	VOLUNTARY CLEAN-UP	vcp@tceq.texas.gov
GPW	GENERAL PERMIT WASTEWATER FEE	WQ-ARPTeam@tceq.texas.gov	**WDV**	ADMIN PENAL. - WASTE DISP.	acctrec@tceq.texas.gov
HWF	HAZARDOUS WASTE FACILITIES	ihwper@tceq.texas.gov	**WMB**	WATERSHED MGMT. BENEF. LAND USE	WQ-ARPTeam@tceq.texas.gov
HWG	HAZARDOUS WASTE GENERATION	wasteval@tceq.texas.gov	**WMS**	WATERSHED MGMT. SLUDGE HAULERS	wasteval@tceq.texas.gov
ILP	INNOCENT LANDOWNER	vcp@tceq.texas.gov	**WQV**	ADMIN PENAL. - WATER QUAL.	acctrec@tceq.texas.gov
NWF	NONHAZARDOUS WASTE FACILITY	ihwper@tceq.texas.gov	**WTR**	WASTERWATER TRMT. RESRCH. COUNCIL	ossf@tceq.texas.gov
NWG	NONHAZARDOUS WASTE GENERATION	wasteval@tceq.texas.gov	**WUF**	WATER USE ASSESSMENT (WTR. RIGHTS)	wateruse@tceq.texas.gov

EXPLANATION OF CHARGES

The basis for each charge is identified by the facility, permit, application or other appropriate activity. The state fiscal year **(FY)** and the quarter of the year **(QTR)** to which the payment will be credited are shown where applicable. Delinquent fees are subject to a penalty of 5% per month for the first two months after the due date, after which an interest charge for CY 2025 of 8.50% per annum will be assessed. **In accordance with Government Code 2107.003(d), collection costs up to 30% may be assessed.**

TCEQ understands the account party may be a debtor in a pending bankruptcy proceeding. The portion of this invoice, if any, that represents pre-petition fees due is sent for informational purposes only and is not an attempt to recover a claim against the debtor. TCEQ will file an appropriate proof of claim with the bankruptcy court for such pre-petition fees. Any post-petition fees due and owing as shown on this invoice should be paid in accordance with this invoice.

TCEQ VIPP FORM AR41A1 09-24-2020

TEXAS COMMISSION ON
ENVIRONMENTAL QUALITY
PO BOX 13089
AUSTIN TX 78711-3089

Note: TO CHANGE ACCOUNT NAME,
A CORE DATA FORM MUST BE SUBMITTED.

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

INVOICE

COMPANY: CITY OF TYLER
ACCOUNT: 23002257

DETACH BOTTOM PORTION AND RETURN WITH PAYMENT - KEEP TOP PORTION FOR YOUR RECORDS -

ACCOUNT NO.	INCLUDES PAYMENTS THROUGH:	COLL COST RECOVERY	LATE FEES	BALANCE DUE
23002257	OCT14,25	0.00	0.00	77,919.91

INVOICE DATE	INVOICE NO.	DESCRIPTION			AMOUNT	BALANCE
OCT31,25	CWQ0080787	PERMIT PERMIT	0010653001	FY26	77,919.91	77,919.91

Please return the original coupon with payment. For questions concerning calculations or site location, please call 512-239-4671.

77,919.91

See REVERSE SIDE for Explanation of Charges and TCEQ Contact Telephone Numbers.

PLEASE PAY THIS AMOUNT
INCLUDE ACCOUNT NUMBER ON CHECK

TCEQ VIPP Form AR41A 02-17-2011

OCT14,25

DETACH THIS PORTION AND RETURN WITH CHECK OR MONEY ORDER PAYABLE TO:

ACCOUNT NO.	BALANCE DUE
23002257	77,919.91

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TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

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CITY OF TYLER

PO BOX 2039

TYLER TX 75710-2039

0023002257 1533360 0007791911130250

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	(SWD, WMS, SWM)	**512/239-0355**
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BWM	BRAZOS WATER MASTER	brazoswm@tceq.texas.gov	**RLA**	RADIOACTIVE SUBSTANCE LICENSING FEE	radmat@tceq.texas.gov
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CWQ	CONSOLIDATED WATER QUALITY FEE	WQ-ARPTeam@tceq.texas.gov	**SWD**	SOLID WASTE DISPOSAL FACILITIES	mswper@tceq.texas.gov
DCP	ADMIN PENAL. - DRY CLEANING	acctrec@tceq.texas.gov	**SWM**	SOLID WASTE MEDICAL TRANSPORTER FEE	wasteval@tceq.texas.gov
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EIF	AIR INSPECTION FEE	airfees@tceq.texas.gov	**TOX**	TOXIC REPORTING FEE	toxic@tceq.texas.gov
GPS	GENERAL PERMIT STORMWATER FEE	SWPermit@tceq.texas.gov	**VCP**	VOLUNTARY CLEAN-UP	vcp@tceq.texas.gov
GPW	GENERAL PERMIT WASTEWATER FEE	WQ-ARPTeam@tceq.texas.gov	**WDV**	ADMIN PENAL. - WASTE DISP.	acctrec@tceq.texas.gov
HWF	HAZARDOUS WASTE FACILITIES	ihwper@tceq.texas.gov	**WMB**	WATERSHED MGMT. BENEF. LAND USE	WQ-ARPTeam@tceq.texas.gov
HWG	HAZARDOUS WASTE GENERATION	wasteval@tceq.texas.gov	**WMS**	WATERSHED MGMT. SLUDGE HAULERS	wasteval@tceq.texas.gov
ILP	INNOCENT LANDOWNER	vcp@tceq.texas.gov	**WQV**	ADMIN PENAL. - WATER QUAL.	acctrec@tceq.texas.gov
NWF	NONHAZARDOUS WASTE FACILITY	ihwper@tceq.texas.gov	**WTR**	WASTERWATER TRMT. RESRCH. COUNCIL	ossf@tceq.texas.gov
NWG	NONHAZARDOUS WASTE GENERATION	wasteval@tceq.texas.gov	**WUF**	WATER USE ASSESSMENT (WTR. RIGHTS)	wateruse@tceq.texas.gov

EXPLANATION OF CHARGES

The basis for each charge is identified by the facility, permit, application or other appropriate activity. The state fiscal year **(FY)** and the quarter of the year **(QTR)** to which the payment will be credited are shown where applicable. Delinquent fees are subject to a penalty of 5% per month for the first two months after the due date, after which an interest charge for CY 2025 of 8.50% per annum will be assessed. **In accordance with Government Code 2107.003(d), collection costs up to 30% may be assessed.**

TCEQ understands the account party may be a debtor in a pending bankruptcy proceeding. The portion of this invoice, if any, that represents pre-petition fees due is sent for informational purposes only and is not an attempt to recover a claim against the debtor. TCEQ will file an appropriate proof of claim with the bankruptcy court for such pre-petition fees. Any post-petition fees due and owing as shown on this invoice should be paid in accordance with this invoice.

TCEQ VIPP FORM AR41A1 09-24-2020

TEXAS COMMISSION ON
ENVIRONMENTAL QUALITY
PO BOX 13089
AUSTIN TX 78711-3089

Note: TO CHANGE ACCOUNT NAME,
A CORE DATA FORM MUST BE SUBMITTED.

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-9

Date: November 12, 2025

Subject: Request that the City Council consider authorizing the City Manager to ratify expenditures in the amount of $115,461.20 for four (4) submersible pumps to be used in the emergency pump replacement for the Lake Palestine Water Plant Mudwells to be paid from the Water Production Department's 502-0744-744-0408 account.

Item Reference:

The existing submersible pumps for the mudwells at the Lake Palestine Water Plant failed and must be replaced. Without the pumps, filter backwash water cannot be pumped to the sewer lift station. Hahn Equipment provided replacement pumps that meet specifications to be installed to return the mudwells to proper operation. Funds will be paid from the Water Production Department's 502-0744-744-0408 account.

RECOMMENDATION:

Request that the City Council consider authorizing the City Manager to ratify expenditures in the amount of $115,461.20 for four (4) submersible pumps to be used in the emergency pump replacement for the Lake Palestine Water Plant Mudwells to be paid from the Water Production Department's 502-0744-744-0408 account.

Attachments:
Hahn Equipment Mudwell #1 Submersible Pumps Replacement.pdf
Hahn Equipment Mudwell #2 Submersible Pumps Replacement.pdf

Drafted/Recommended By:
Department Leader Shane Wheeler, Manager, Water Utilities Systems

Edited/Submitted By:
City Manager

INVOICE

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INVOICE DATE	
10/17/25	

HAHN EQUIPMENT CO., INC.
5636 KANSAS
HOUSTON, TX 77007
(713) 868-3255 FAX: 713-868-9725

SOLD TO

CITY OF TYLER
ACCOUNTING DEPARTMENT
mhoward@tylertexas.com
PO BOX 2039
TYLER, TX 75710
US

SHIP TO

CITY OF TYLER PALESTINE WTP
MUDWELL #1
14792 OLD NOONDAY ROAD

TYLER, TX 75703
US

ORDER NO.	ORDER DATE	CUSTOMER NO.	LOC.	SLSMN	PURCHASE ORD. NO.	JOB NUMBER	SHIP VIA	COL/PPD
4930071	07/08/25	B10079	01	8	ST744 LS#1	CP-4034	HAHN EQUIPMENT	

QTY. ORDER/B.O.	QTY. SHIP/RETURN	ITEM NO./DESCRIPTION	UNIT PRICE	UOM DISC.	NET PRICE
2.0000	2.0000	0031531856293 NP433-6 20/460/3 65(S10) FLS+ FV 1V STD		EA	
Serial No. 185-2550156		185-2550157			
2.0000	2.0000	O/M. OPERATION & MAINTENANCE MANUAL		EA	
2.0000	2.0000	00602 33 06 5-1/2" X 6" DISC. CONNECTION		EA	
2.0000	2.0000	PMR-2 PUMP MONITOR RELAY		EA	
Lot No. MPE		2.00			
2.0000	2.0000	200 UPPER GUIDE BAR BRACKET, 2"		EA	
Lot No. 17		2.00			
50.0000	50.0000	SSCH-5/16 5/16" LIFTING CHAIN 2-25' SECTIONAL		EA	
Lot No. 18		50.00			
2.0000	2.0000	100-H HEAVY DUTY CABLE HOLDER		EA	
Lot No. 18		2.00			
2.0000	2.0000	SS3/8SHACKLE 3/8" SHACKLE		EA	
Lot No. 8		2.00			
4.0000	4.0000	HEC-X6342		EA	

COMMENTS:

TERMS:

SALE AMOUNT	
MISC. CHARGES	
FREIGHT	
SALES TAX	
TOTAL	
AMOUNT RECEIVED	
BALANCE DUE	

INVOICE

INVOICE NO.	PAGE
123477	2
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10/17/25	

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TYLER, TX 75710
US

SHIP TO

CITY OF TYLER PALESTINE WTP
MUDWELL #1
14792 OLD NOONDAY ROAD

TYLER, TX 75703
US

ORDER NO.	ORDER DATE	CUSTOMER NO.	LOC.	SLSMN	PURCHASE ORD. NO.	JOB NUMBER	SHIP VIA	COL/PPD
4930071	07/08/25	B10079	01	8	ST744 LS#1	CP-4034	HAHN EQUIPMENT	

QTY. ORDER/B.O.	QTY. SHIP/RETURN	ITEM NO./DESCRIPTION	UNIT PRICE	UOM DISC.	NET PRICE
		2" X 20' 304SS SCH40 PIPE WLD S/40X20'RL 304L			
Lot No. 18			4.00		

COMMENTS:

FINAL INVOICE FOR THIS PROJECT
10/16/2025:TA
10/17/2025:AH

TERMS:

NET 30 DAYS

SALE AMOUNT	57,730.60
MISC. CHARGES	.00
FREIGHT	.00
SALES TAX	.00
TOTAL	57,730.60
AMOUNT RECEIVED	.00
BALANCE DUE	57,730.60

INVOICE

INVOICE NO.	PAGE
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INVOICE DATE	
10/17/25	

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5636 KANSAS
HOUSTON, TX 77007
(713) 868-3255 FAX: 713-868-9725

SOLD TO

CITY OF TYLER
ACCOUNTING DEPARTMENT
mhoward@tylertexas.com
PO BOX 2039
TYLER, TX 75710
US

SHIP TO

TYLER LAKES PALESTINE WTP
MUDWELL #2
14792 OLD NOON DAY ROAD

TYLER, TX 75703
US

ORDER NO.	ORDER DATE	CUSTOMER NO.	LOC.	SLSMN	PURCHASE ORD. NO.	JOB NUMBER	SHIP VIA	COL/PPD
4930070	07/08/25	B10079	01	8	ST744 LS#2	CP-4035	HAHN EQUIPMENT	

QTY. ORDER/B.O.	QTY. SHIP/RETURN	ITEM NO./DESCRIPTION	UNIT PRICE	UOM DISC.	NET PRICE
2.0000	2.0000	0031531856293 NP433-6 20/460/3 65(S10) FLS+ FV 1V STD		EA	
Serial No. 185-2550158		185-2550159			
2.0000	2.0000	O/M. OPERATION & MAINTENANCE MANUAL		EA	
2.0000	2.0000	00602 33 06 5-1/2" X 6" DISC. CONNECTION		EA	
2.0000	2.0000	PMR-2 PUMP MONITOR RELAY		EA	
Lot No. MPE		2.00			
2.0000	2.0000	200 UPPER GUIDE BAR BRACKET, 2"		EA	
Lot No. 17		2.00			
2.0000	2.0000	100-H HEAVY DUTY CABLE HOLDER		EA	
Lot No. 18		2.00			
50.0000	50.0000	SSCH-5/16 5/16" LIFTING CHAIN 2-25' SECTIONAL		EA	
Lot No. 18		50.00			
2.0000	2.0000	SS3/8SHACKLE 3/8" SHACKLE		EA	
Lot No. 8		2.00			
4.0000	4.0000	HEC-X6342		EA	

COMMENTS:

TERMS:

SALE AMOUNT	
MISC. CHARGES	
FREIGHT	
SALES TAX	
TOTAL	
AMOUNT RECEIVED	
BALANCE DUE	

INVOICE

INVOICE NO.	PAGE
123478	2
INVOICE DATE	
10/17/25	

HAHN EQUIPMENT CO., INC.
5636 KANSAS
HOUSTON, TX 77007
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ACCOUNTING DEPARTMENT
mhoward@tylertexas.com
PO BOX 2039
TYLER, TX 75710
US

SHIP TO

TYLER LAKES PALESTINE WTP
MUDWELL #2
14792 OLD NOON DAY ROAD

TYLER, TX 75703
US

ORDER NO.	ORDER DATE	CUSTOMER NO.	LOC.	SLSMN	PURCHASE ORD. NO.	JOB NUMBER	SHIP VIA	COL/PPD
4930070	07/08/25	B10079	01	8	ST744 LS#2	CP-4035	HAHN EQUIPMENT	

QTY. ORDER/B.O.	QTY. SHIP/RETURN	ITEM NO./DESCRIPTION	UNIT PRICE	UOM DISC.	NET PRICE
		2" X 20' 304SS SCH40 PIPE WLD			
Lot No. 18			4.00		

COMMENTS:

FINAL INVOICE FOR THIS PROJECT
10/16/2025:TA
10/17/2025:AH

TERMS:

NET 30 DAYS

SALE AMOUNT	57,730.60
MISC. CHARGES	.00
FREIGHT	.00
SALES TAX	.00
TOTAL	57,730.60
AMOUNT RECEIVED	.00
BALANCE DUE	57,730.60

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-10

Date: November 12, 2025

Subject: Request that the City Council consider authorizing the City Manager to add Addendums 4 and 5 adding the Innovation Pipeline Facility and the Municipal Court to the Downtown Janitorial Contract with Office Pride Janitorial.

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

These two (2) addenda would add the Innovation Pipeline Facility and the Municipal Court to the original contract and addenda at a total cost of $33,531.83 over the next two (2) years, the remainder of the contract term. The total contract price will increase from $570,445.00 (after previous approved addenda) to $603,976.83.

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

Item reference:

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

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

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

RECOMMENDATION:

Suggest that the City Council consider authorizing the City Manager to add Addendums 4 and 5 to Downtown Janitorial Contract with Office Pride Janitorial. These addenda would add the Innovation Pipeline Facility and the Municipal Court to the Downtown Janitorial Contract.

Attachments:
Signed Contract
Addendum 1
Addendum 2
Addendum 3
Addendum 4.pdf
Addendum 5.pdf

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

Edited/Submitted By:
City Manager

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

ORIGINAL

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

THIS AGREEMENT, made and entered into this 30 day of OCTOBER, 2022, by and between the City of Tyler, Texas, of the County of Smith and State of Texas, hereinafter termed "**CITY**", and **Stein Enterprises, LLC dba Office Pride of East Texas**, of the City of TYLER, County of SMITH, State of Texas, hereinafter termed "**CONTRACTOR**.

WITNESSETH:

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

I. PURPOSE OF CONTRACT.

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

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

II. TERMS OF AGREEMENT.

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

A. CONTRACT RENEWAL/PRICE ADJUSTMENTS.

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

B. MONTH – TO – MONTH STATUS.

Unless otherwise stated, the CITY and the CONTRACTOR agree:

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

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

C. PAYMENT.

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

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

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

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

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

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

D. EMERGENCY/ON-CALL SERVICES.

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

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

III. AREAS AND FREQUENCY FOR CLEANING.

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

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

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

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

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

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

C. Daily Services:

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

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

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

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

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

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

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

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

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

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

V. QUALITY CONTROL.

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

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

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

VI. DAMAGE TO PROPERTY.

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

VII. INDEMNITY.

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

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

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

VIII. INSURANCE REQUIREMENTS.

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

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

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

INSURANCE COVERAGE REQUIRED	
TYPE	**AMOUNT**
1) COMMERCIAL GENERAL LIABILITY * Policy shall include (but not limited to) the following: a) Products - Completed Operations b) Independent Contractors c) Broad Form Property Damage d) Contractual Liability or Cross Liability And where exposure exists, coverage required for: e) X-C-U Coverage X = Explosion Hazard C = Collapse Hazard U = Underground Damage	Not Less than: **$1,000,000** (one million) Each Occurrence **$1,000,000** (one million) General Aggregate **Per Project** Any Self-Insured-Retention or Deductible shall not exceed $25,000.
2) BUSINESS AUTOMOBILE LIABILITY Policy shall include (but not limited to) bodily injury and property damage liability for the following: a) Any Auto; OR b) All Owned Autos, and c) Hired Autos, and d) Non-Owned Autos.	Not Less than: **$500,000** (five hundred thousand) Each Occurrence
3) WORKERS' COMPENSATION (Where required by state law)	**Statutory Limits for Workers' Compensation** TEX. LAB. CODE ANN. Title 5, Subtitle A, Chapter 401 TEX. ADMIN. CODE, Title 28, Part 2

Checklist for Standard Contract Certificates of Insurance

1.	All pages of the *Certificate of Liability Insurance* shall be attached. *See* lower right corner of certificate for *ex toto* pagination. E.g. Page 1 of 2
2.	Policy Effective and Expiration Dates (for each type of coverage) Policy **effective date** is ON or BEFORE Contract date, and Policy **expiration date** should extend at least 3 months into the future OR for the estimated project length, whichever is greater.
3.	General Liability ☒ **Occurrence** Box is Checked ☒ **Per Project** Box is Checked for General Aggregate Limit.
4.	Automobile Liability At a minimum each of the following boxes should be checked: ☒ Any Auto OR ☒ All Owned Autos, and ☒ Hired Autos, and ☒ Non-Owned Autos.

5.	Workers Compensation ☒ WC Statutory Limits Box is Checked
6.	Look at the "Description of Operations . . . Special Provisions" Box. Clearly indicate the **CITY** has been endorsed by using this language: "The City of Tyler (i.e. Certificate Holder) shall be named as Additional Insured as respects to General Liability and Auto and shall have a Waiver of Subrogation as respects to General Liability, Auto and Workers' Compensation all as required by written contract subject to policy terms, conditions and exclusions. Coverage is primary, non-contributory as respects to General Liability and Auto as required by written contract."
7.	Clearly identify each policy's limits, flat & percentage deductibles, sub-limits, or self-insured retentions, which exceed the amounts or percentages set forth herein.
8.	Certificate Holder: City of Tyler P.O. Box 2039 Tyler, TX 75710

*** ENDORSEMENT(S) REQUIRED**

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

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

COMMERCIAL GENERAL LIABILITY

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

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

OR

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

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

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

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

CONTRACTOR agrees to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, self-insured retention, or coverage exclusion or limitation. For deductible amounts that exceed the amounts stated herein that are acceptable to CITY, the CONTRACTOR agrees, when requested by CITY, to maintain a Commercial Surety Bond in an amount equal to said deductible amount.

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

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

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

CONTRACTOR agrees the CITY reserves the right, but not the obligation, to review or revise any insurance requirement, not limited to limits, coverage and endorsements based on insurance market

conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage.

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

IX. BONDS

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

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

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

X. OTHER CONDITIONS, RULES AND GUIDELINES.

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

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

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

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

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

B. Contractor Employee Information.

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

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

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

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

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

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

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

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

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

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

C. Other Rules and Guidelines.

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

D. Notices.

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

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

XI. TERMINATION.

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

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

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

XII. VENUE.

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

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

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

FOR THE CITY OF TYLER, TEXAS:

By:
City Manager

EGR
Edward Broussard → Stephanie Franklin
Printed Name

ATTEST:

By: Cassandra Brager
City Clerk

Cassandra Brager
Printed Name

APPROVED:

By:
City Attorney's Office

April Earley
Printed Name

CITY OF TYLER SEAL TEXAS

RECOMMENDED:

By:
Department Leader

Gary L. Smith-Facilities Services
Printed Name

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

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

FOR THE CONTRACTOR:

By: _____

DAVID STEIN-AREA DEVELOPER
Title

DAVID STEIN
Printed Name

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

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

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

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

_____
Notary Public In and For The State of Texas

Jessica Donabo de Ford
Notary's Printed Name

My Commission Expires: 11-05-2026

Exhibit "C" Fees Follow

22-044 Janitorial Services Five (5) Year Pricing

2022-23

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

2023-24

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

2024-25

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

2025-26

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

2026-27

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

As Needed Services-Floor Waxing

Five (5) Year Pricing

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

Water Administration	$1,215

Emergencey On Call Service Five (5) Year Pricing

Cost is Hourly or Per Occurance

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

Insurance Follows

CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER	Ark Assurance Group PO Box 7280 Tyler TX 75711-7280	CONTACT NAME: Claudia Harris PHONE (A/C, No, Ext): (903)509-2292 FAX (A/C, No): (903)509-2299 E-MAIL ADDRESS: charris@msn.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Mercury Ins. Company	
INSURED	HALBROOK ENTERPRISES LLC OFFICE PRIDE OF TYLER 10281 Robinson Drive Tyler TX 75703-	INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

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

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

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

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

"CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED IN REGARD TO THE BUSINESS AUTO POLICY. A WAIVER OF SUBROGATION APPLIES IN FAVOR OF THE CERTIFICATE HOLDER IN REGARD TO THE BUSINESS AUTO POLICY."

AI 025619

CERTIFICATE HOLDER

CITY OF TYLER
P O BOX 2039
TYLER TX 75710-

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Client#: 41997 HALBRENTE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Ohio Security Insurance Co.	24082
INSURER B : Ohio Casualty Insurance Co	24074
INSURER C : Hartford Fire Insurance Co	19682
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Halbrook Enterprises LLC dba OfficePride
10281 Robinson Dr
Tyler, TX 75703

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	BKS60181678	08/20/2022	08/20/2023	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$15,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB OCCUR			USO60181678	08/20/2022	08/20/2023	EACH OCCURRENCE	$2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$2,000,000
	DED X RETENTION $10000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
C	Crime			45BDDHO4221	02/01/2022	02/01/2023	10,000	

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

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

CERTIFICATE HOLDER

City of Tyler
PO Box 2039
Tyler, TX 75710

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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B. Limits of Insurance:

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

1. Employee Benefit Liability Coverage

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

3. Damage to Premises Rented to You

The lesser of:

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

b. $500,000 unless otherwise stated $ _____

4. Supplementary Payments

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

5. Medical Payments

Medical Expense Limit: $ 10,000

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

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

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

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

11. **Property Damage to Borrowed Equipment**

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

C. Coverages:

1. **Employee Benefit Liability Coverage**

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

      (1) Insuring Agreement

      (a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

      1) The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE**; and

      2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

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

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

      1) Occurs during the policy period; or

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

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

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

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

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

b) There is no other applicable insurance.

(2) Exclusions

This insurance does not apply to:

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

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

(b) Dishonest, Fraudulent, Criminal or Malicious Act

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

(c) Failure to Perform a Contract

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

(d) Insufficiency of Funds

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

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

Any claim based upon:

1) Failure of any investment to perform;

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

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

(f) Workers' Compensation and Similar Laws

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

(g) ERISA

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

(h) Available Benefits

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

(i) Taxes, Fines or Penalties

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

(j) Employment-Related Practices

Any liability arising out of any:

(1) Refusal to employ;

(2) Termination of employment;

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

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ment-related practices, acts or omissions; or

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

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

(3) Supplementary Payments

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

b. Who is an Insured

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

(1) If you are designated in the Declarations as:

(a) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

(b) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds but only with respect to the conduct of your business.

(c) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

(d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

(e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

(2) Each of the following is also an insured:

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

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

(c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

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

(a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

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

c. Limits of Insurance

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

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

(a) Insureds;

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(b) Claims made or "suits" brought;

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

(d) Acts, errors or omissions; or

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

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

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

(a) An act, error or omission; or

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

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

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

(4) Deductible Amount

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

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

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

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

2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim,

apply irrespective of the application of the deductible amount.

(d) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

d. Additional Conditions

As respects **Employee Benefit Liability Coverage, SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

(1) Item **2. Duties in the Event of Occurrence, Offense, Claim or Suit** is deleted in its entirety and replaced by the following:

2. Duties in the Event of an Act, Error or Omission, or Claim or Suit

a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:

(1) What the act, error or omission was and when it occurred; and

(2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

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b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

(2) Item **5. Other Insurance** is deleted in its entirety and replaced by the following:

5. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **c.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **b.** below.

b. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

c. No Coverage

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Coverage Part.

e. **Additional Definitions**

As **respects Employee Benefit Liability Coverage, SECTION V - DEFINITIONS** is amended as follows:

(1) The following definitions are added:

1. "Administration" means:

a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";

b. Interpreting the "employee benefit programs";

c. Handling records in connection with the "employee benefit programs"; or

d. Effecting, continuing or terminating any "employee's" participation

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in any benefit included in the "employee benefit program".

However, "administration" does not include:

a. Handling payroll deductions; or

b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.

2. "Cafeteria plans" means plan authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.

3. "Employee benefit programs" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:

a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;

b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;

c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and

d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

(2) The following definitions are deleted in their entirety and replaced by the following:

21. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or

c. An appeal of a civil proceeding.

8. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

2. **Unintentional Failure to Disclose Hazards**

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 7. Representations is hereby amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

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3. Damage to Premises Rented to You

a. The last Subparagraph of Paragraph **2. SECTION I - COVERAGES, COVERAGE A. - BODILY INJURY AND PROPERTY DAMAGE, 2. LIABILITY Exclusions** is hereby deleted and replaced by the following:

Exclusions **c.** through **q.** do not apply to damage by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner.

b. The insurance provided under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

(1) As respects Water Damage Legal Liability, as provided in Paragraph **3.b.** above:

The exclusions under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**, other than **i. War** and the **Nuclear Energy Liability Exclusion**, are deleted and the following are added:

This insurance does not apply to:

(a) "Property damage":

1) Assumed in any contract; or

2) Loss caused by or resulting from any of the following:

a) Wear and tear;

b) Rust, corrosion, fungus, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

c) Smog;

d) Mechanical breakdown including rupture or bursting caused by centrifugal force;

e) Settling, cracking, shrinking or expansion; or

f) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals.

(b) Loss caused directly or indirectly by any of the following:

1) Earthquake, volcanic eruption, landslide or any other earth movement;

2) Water that backs up or overflows from a sewer, drain or sump;

3) Water under the ground surface pressing on, or flowing or seeping through:

a) Foundations, walls, floors or paved surfaces;

b) Basements, whether paved or not; or

c) Doors, windows or other openings.

(c) Loss caused by or resulting from water that leaks or flows from plumbing, heating, air conditioning, or fire protection systems caused by or resulting from freezing, unless:

1) You did your best to maintain heat in the building or structure; or

2) You drained the equipment and shut off the water supply if the heat was not maintained.

(d) Loss to or damage to:

1) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or

2) The interior of any building or structure, or to personal property in the building or structure

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caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

c. Limit of Insurance

The Damage to Premises Rented to You Limit as shown in the Declarations is amended as follows:

(2) Paragraph **6.** of **SECTION III - LIMITS OF INSURANCE** is hereby deleted and replaced by the following:

6. Subject to **5.** above, the Damage to Premises Rented to You Limit is the most we will pay under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, for damages because of "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of any one "occurrence" to which this insurance applies.

(3) The amount we will pay is limited as described in Section **B. Limits of Insurance, 3. Damage to Premises Rented to You** of this endorsement.

4. Supplementary Payments

Under **SECTION I - COVERAGE, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:**

a. Paragraph **2.** is replaced by the following:

Up to the limit shown in Section **B. Limits of Insurance, 4.a.** Bail Bonds of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

b. Paragraph **4.** is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in Section **B. Limits of Insurance, 4.b.** Loss of Earnings of this endorsement per day because of time off from work.

5. Medical Payments

The Medical Expense Limit of Any One Person as stated in the Declarations is amended to the limit shown in Section **B. Limits of Insurance, 5. Medical Payments** of this endorsement.

6. Voluntary Property Damage and Care, Custody or Control Liability Coverage

a. Voluntary Property Damage Coverage

We will pay for "property damage" to property of others arising out of operations incidental to the insured's business when:

(1) Damage is caused by the insured; or

(2) Damage occurs while in the insured's possession.

With your consent, we will make these payments regardless of fault.

b. Care, Custody or Control Liability Coverage

SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, j. Damage to Property, Subparagraphs **(3), (4)** and **(5)** do not apply to "property damage" to the property of others described therein.

With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

a. The Limits of Insurance shown in the Declarations are replaced by the limits designated in Section **B. Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section **B. Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

(1) Insureds;

(2) Claims made or "suits" brought; or

(3) Persons or organizations making claims or bringing "suits".

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b. **Deductible Clause**

(1) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the deductible amount stated in Section **B. Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage** of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.

(2) Condition **2. Duties in the Event of Occurrence, Offense, Claim or Suit,** applies to each claim or "suit" irrespective of the amount.

(3) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

7. **180 Day Coverage for Newly Formed or Acquired Organizations**

SECTION II - WHO IS AN INSURED is amended as follows:

Subparagraph **a.** of Paragraph **4.** is hereby deleted and replaced by the following:

a. Insurance under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

8. **Waiver of Subrogation**

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 9. Transfer of Rights of Recovery Against Others to Us is hereby amended by the addition of the following:

We waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract requiring such waiver with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

9. **Automatic Additional Insured - Specified Relationships**

a. The following is hereby added to **SECTION II - WHO IS AN INSURED**:

(1) Any person or organization described in Paragraph **9.a.(2)** below (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of:

(a) A written contract or agreement; or

(b) An oral agreement or contract where a certificate of insurance showing that person or organization as an additional insured has been issued,

is an insured, provided:

(a) The written or oral contract or agreement is:

1) Currently in effect or becomes effective during the policy period; and

2) Executed prior to an "occurrence" or offense to which this insurance would apply; and

(b) They are not specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part.

(2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

(a) The manager or lessor of a premises leased to you with whom you have agreed per Paragraph **9.a.(1)** above to provide insurance, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

1) Any "occurrence" which takes place after

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you cease to be a tenant in that premises.

2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(b) Any person or organization from which you lease equipment with whom you have agreed per Paragraph **9.a.(1)** above to provide insurance. Such person(s) or organization(s) are insureds solely with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organizations(s). However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(c) Any person or organization (referred to below as vendor) with whom you have agreed per Paragraph **9.a.(1)** above to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1) The insurance afforded the vendor does not apply to:

a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

b) Any express warranty unauthorized by you;

c) Any physical or chemical change in the product made intentionally by the vendor;

d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

2) This insurance does not apply to any insured person or organization:

a) From whom you have acquired such products, or any ingredient, part or container, entering into, ac-

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companying or containing such products; or

b) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.

(d) Any state or political subdivision with which you have agreed per Paragraph **9.a.(1)** above to provide insurance, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent or control and to which this insurance applies:

1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or

2) The construction, erection, or removal of elevators; or

3) The ownership, maintenance, or use of any elevators covered by this insurance.

(e) Any state or political subdivision with which you have agreed per Paragraph **9.a.(1)** above to provide insurance, subject to the following provisions:

1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

2) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or political subdivision.

(f) Any person or organization with which you have agreed per Paragraph **9.a.(1)** above to provide insurance, but only with respect to liability arising out of "your work" performed for that additional insured by you or on your behalf. A person or organization's status as an insured under this provision of this endorsement continues for only the period of time required by the written contract or agreement, but in no event beyond the expiration date of this Coverage Part. If there is no written contract or agreement, or if no period of time is required by the written contract or agreement, a person or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

(3) Any insurance provided to an additional insured designated under Paragraph **9.a.(2)**:

(a) Subparagraphs **(e)** and **(f)** does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard";

(b) Subparagraphs **(a)**, **(b)**, **(d)**, **(e)** and **(f)** does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of the additional insured or their agents, "employees" or any other representative of the additional insured; or

(c) Subparagraph **(f)** does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

1) Defects in design furnished by or on behalf

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of the additional insured; or

2) The rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

a) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

b) Supervisory, inspection, architectural or engineering activities.

3) "Your work" for which a consolidated (wrap-up) insurance program has been provided by the primecontractor-project manager or owner of the construction project in which you are involved.

b. Only with regard to insurance provided to an additional insured designated under Paragraph **9.a.(2)** Subparagraph **(f)** above, **SECTION III - LIMITS OF INSURANCE** is amended to include:

The limits applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this Coverage Part, whichever are less. If no limits are specified in the written contract or agreement, or if there is no written contract or agreement, the limits applicable to the additional insured are those specified in the Declarations of this Coverage Part. The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

c. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is hereby amended as follows:

(1) Condition **5. Other Insurance** is amended to include:

(a) Where required by a written contract or agreement, this insurance is primary and / or noncontributory as respects any other insurance policy issued to the additional insured, and such other insurance policy shall be excess and / or noncontributing, whichever applies, with this insurance.

(b) Any insurance provided by this endorsement shall be primary to other insurance available to the additional insured except:

1) As otherwise provided in **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance, b. Excess Insurance**; or

2) For any other valid and collectible insurance available to the additional insured as an additional insured by attachment of an endorsement to another insurance policy that is written on an excess basis. In such case, the coverage provided under this endorsement shall also be excess.

(2) Condition **11. Conformance to Specific Written Contract or Agreement** is hereby added:

11. Conformance to Specific Written Contract or Agreement

With respect to additional insureds described in Paragraph **9.a.(2)(f)** above only:

If a written contract or agreement between you and the additional insured specifies that coverage for the additional insured:

a. Be provided by the Insurance Services Office additional insured form number **CG 20 10** or **CG 20 37** (where edition specified); or

b. Include coverage for completed operations; or

c. Include coverage for "your work";

and where the limits or coverage provided to the addi-

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tional insured is more restrictive than was specifically required in that written contract or agreement, the terms of Paragraphs **9.a.(3)(a)**, **9.a.(3)(b)** or **9.b.** above, or any combination thereof, shall be interpreted as providing the limits or coverage required by the terms of the written contract or agreement, but only to the extent that such limits or coverage is included within the terms of the Coverage Part to which this endorsement is attached. If, however, the written contract or agreement specifies the Insurance Services Office additional insured form number **CG 20 10** but does not specify which edition, or specifies an edition that does not exist, Paragraphs **9.a.(3)(a)** and **9.a.(3)(b)** of this endorsement shall not apply and Paragraph **9.b.** of this endorsement shall apply.

10. Broadened Contractual Liability - Work Within 50' of Railroad Property

It is hereby agreed that Paragraph **f.(1)** of Definition **12.** "Insured contract" (**SECTION V - DEFINITIONS**) is deleted.

11. Property Damage to Borrowed Equipment

a. The following is hereby added to Exclusion **j. Damage to Property** of Paragraph **2., Exclusions** of **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

(1) The Limits of insurance shown in the Declarations are replaced by the limits designated in Section **B. Limits of Insurance, 11.** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section **B. Limits of Insurance, 11.** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

(a) Insureds;

(b) Claims made or "suits" brought; or

(c) Persons or organizations making claims or bring "suits".

(2) Deductible Clause

(a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible amount stated in Section **B. Limits of Insurance, 11.** of this endorsement. The limits of insurance will not be reduced by the application of such Deductible amount.

(b) Condition **2. Duties in the Event of Occurrence, Offense, Claim or Suit**, applies to each claim or "suit" irrespective of the amount.

(c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

12. Employees as Insureds - Specified Health Care Services

It is hereby agreed that Paragraph **2.a.(1)(d)** of **SECTION II - WHO IS AN INSURED**, does not apply to your "employees" who provide professional health care services on your behalf as duly licensed:

a. Nurses;

b. Emergency Medical Technicians; or

c. Paramedics,

in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place.

13. Broadened Notice of Occurrence

Paragraph **a.** of Condition **2. Duties in the Event of Occurrence, Offense, Claim or Suit** (**SECTION IV - COMMERCIAL GENERAL LIABILITY CONDI-**

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TIONS) is hereby deleted and replaced by the following:

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This requirement applies only when the "occurrence" or offense is known to an "authorized representative".

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Form 1295 Follows

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-932607

Date Filed:
09/12/2022

Date Acknowledged:
10/26/2022

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

Stein Enterprises, LLC dba Office Pride of East Texas
Tyler, TX United States

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

City of Tyler

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

22-044
Contract for Janitorial Services for Six Downtown Properties

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

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

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-932607

Date Filed:
09/12/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Stein Enterprises, LLC dba Office Pride of East Texas
Tyler, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
22-044
Contract for Janitorial Services for Six Downtown Properties

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is David Stein, and my date of birth is 6/25/1957.

My address is 5807 Regents Row (street), Tyler (city), TX (state), 75703 (zip code), USA (country).

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

Executed in Smith County, State of Texas, on the 24th day of Oct. (month), 22 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Addendum 1

CITY OF TYLER
SERVICES AGREEMENT
Office Pride Commercial Cleaning
(Commercial Cleaning Services-Various City Facilities)
Original Agreement Dated: October 30, 2022-September 30, 2027

Between City of Tyler and Office Pride Commercial Cleaning
Beginning: **December 1, 2023**
City of Tyler Facilities Services Administrator Requests the addition of following Facility:
Cotton Belt Depot/Transit Authority
210 N. Spring
Tyler, TX. 75702
And that from this date forward the charges added for service at this location be as follows:
Janitorial Servies Five (5) Year Pricing

	2023-24 Monthly	Yearly	Total	Increase
Tyler Transit	$1,300	$15,600	$15,600	

	2024-25			
Tyler Transit	$1,339	$16,068	$16,068	3%

	2025-26			
Tyler Transit	$1,379	$16,550	$16,550	3%

	2026-27			
Tyler Transit	$1,421	$17,047	$17,047	3%

These charges to be billed and paid by Transit as requested.

All other provisions of the original City of Tyler service agreement dated October 30, 2022 with Office Pride Commercial Cleaning; Contract for Janitorial Services at Various Locations shall remain in full force and effect.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement this the 14th day of December, 2023.

CITY OF TYLER, TEXAS

BY: Edward Broussard
Edward Broussard, City Manager

CONTRACTOR:

BY:

Approved:

By: Steven M. Kean
APPROVED:
BY: Steven M. Kean
City Attorney's Office

§

THE STATE OF TEXAS

§ **CONTRACTOR'S ACKNOWLEDGEMENT**

COUNTY OF SMITH §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared David Stein, who is known to me, or who was proved to me through _____ [*description of identity card or other document issued by the federal or state government containing the picture and signature of the acknowledging person*]to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11 day of December, 2023.

GARY HOPKINS
ID #6673058
My Commission Expires
January 18, 2026

Notary Public In and For The State of Texas

Gary Hopkins
Notary's Printed Name

My Commission Expires: January 18, 2026

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

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





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

DOCUMENT Name of Work Item - Description or Type of Documents Attached	Date Item is Due	Number of Copies (Hard-Copy)	LegalDesk Ticket ID [Office Use - to be assigned]
Addenda 1-2027 Downtown Janitorial Contract	ASAP	1	6535

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

* FROM: Name / Title	Originating Department	Date Submitted to Legal	Comments
Gary L. Smith	Facilities Services	12-14-2023	None

ROUTE
Don't forget that Department Leader and Key Leader Approval must be obtained before the Legal Department will accept your Work Item.

	Name / Title	Department	Action Needed	Date Completed	Initials	Comments	Office Use
1	Stephanie Franklin / GARY SMITH	Executive Director FACILITIES	Approval for Legal Review				
2	Steve Kean	Legal	Legal Review	12/15/23	SMK.		
3	Edward Broussard CM	CMO	Signature	12/18/23	EB		
4	Gary L. Smith	Facilities Services	Manage Contract/Project			Due to the fact that	
5						the Original Contract	

01/18/11 ** Form 1-42**

was $441,216.00, and this is adding to it, I would recommend that this be Ratified by the City Council. SMK

277

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

EXPLANATION OF WORK ITEM			
1.0	**ITEM REFERENCES** Has a similar work item previously been approved by the City Attorney's Office? [*e.g. a contract with the same vendor from a previous year*] **See Document**: **[CityClerkDesk #ZOP-223947]: Contract- 2018 HVAC Maintenance (City Wide)**	YES Go next to Line 1.1	[X] NO Skip to Line 1.2
1.1	Attach a copy of the similar **executed (signed) document** previously approved by Legal and an **electronic Word version** if applicable. If the previous/similar document was also approved by City Council attach the Council Communication (entire packet with attachments).		
1.2	Has this work item already been approved by the City Council? **No Council Approval Needed -Addenda to Current Contract**	[ ] YES Go next to Line 1.3	[X] NO Skip to Line 2
1.3	Agenda Item: [ ] Date of Approval: [ ]		
	Action Needed: Attach a copy of the current approved Council Communication (entire packet with attachments).		
2	**EXPLANATION** Give a complete explanation of the item you are sending including the background regarding the project:		
	ADDENDA 1-2027 CONTRACT WITH OFFICE PRIDE COMMERCIAL CLEANING FOR JANITORIAL SERVICES AT VARIOUS CITY OF TYLER LOCATIONS		
3	**EXPLAIN HOW THE CITY ATTORNEY'S OFFICE CAN ASSIST YOU** For Example: Are you requesting a document be created? Are you requesting a document be reviewed? Do you need specific questions answered? Do you need general advice?, etc.		
	LEGAL REVIEW FOR CITY MANAGERS SIGNITURE		
4	**DATES AND TIMES** Please list ALL deadline dates and times associated with this item	Need ASAP.	
	Deadline Date & Time for Public Notice: (e.g. 72 Hours in advance of Meeting)	Board or City Council Meeting Date:	Other Special Notes:
	N/A		
5	**PRIORITY** If your Work Item is a **high priority** item the following **Action is Needed**: (1) Check the box on Page 1 of this Form, and (2) Please call a member of the Legal Support Staff at 903.531.1161 to alert the City Attorney's Office that your ticket needs immediate or special attention.		
6	**ADD THE FOLLOWING ATTACHMENTS TO THE E-MAIL AND/OR INTEROFFICE MAIL:**		
	[X] This Routing Form [ ] City Council Communications [X] Contract Addenda [X] Current Contract (Copy) [ ] "Known" Governing Authority, Regulations & Laws including City Code [ ] Agenda [ ] Gathering Notice [ ] Other		

Addendum 2

CITY OF TYLER
SERVICES AGREEMENT
Office Pride Commercial Cleaning
(Commercial Cleaning Services-Various City Facilities)
Original Agreement Dated: October 30, 2022-September 30, 2027

Between City of Tyler and Office Pride Commercial Cleaning
Beginning: **April 30, 2023**
City of Tyler Facilities Services Administrator Requests the addition of following Facility:
Street and Stormwater Offices
3305 Frankston Hwy.
Tyler, TX. 75701
And that from this date forward the charges added for service at this location be as follows:

	2023-24 Monthly	Yearly	Total	Increase
Street/Stormwater	$535	$2,675	$2,675	

	2024-25			
Street/Stormwater	$551	$6,613	$6,613	3%

	2025-26			
Street/Stormwater	$568	$6,811	$6,811	3%

	2026-27			
Street/Stormwater	$585	$7,015	$7,015	3%

	2027-28			
Street/Stormwater	$602	$7,226	$7,226	3%

These charges to be billed and paid by Street and Stormwater as requested.

All applicable services provided for in section IV LEVEL OF CLEANING SERVICES REQUIRED, CLEANING STANDARDS, AND SCHEDULES of the original contract shall be performed at this location/facility BUT shall be provided/performed (1) time a week and all applicable monthly provisions shall be performed as specified. All other provisions of the original City of Tyler service agreement dated October 30, 2022 with Office Pride Commercial Cleaning; Contract for Janitorial Services at Various Locations shall remain in full force and effect.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement this the 4th day of April, 2024.

CITY OF TYLER, TEXAS

BY: E Broussard

Edward Broussard, City Manager

CONTRACTOR:

BY:

Approved:

By: Steven M. Kean

APPROVED:

BY: Steven M. Kean, Deputy City Attorney

City Attorney's Office

§

THE STATE OF TEXAS §

CONTRACTOR'S ACKNOWLEDGEMENT

COUNTY OF SMITH §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared David Stern, who is known to me, or who was proved to me through Texas Drivers License [*description of identity card or other document issued by the federal or state government containing the picture and signature of the acknowledging person*]to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 20th day of March, 2024.

Jessica Mancera
Notary Public In and For The State of Texas

Jessica Mancera
Notary's Printed Name

My Commission Expires: 09-22-2027

JESSICA MANCERA
Notary Public, State of Texas
Comm. Expires 09-22-2027
Notary ID 134570711

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

RECEIVED

MAR 26 2024

CITY ATTORNEY'S OFFICE
City of Tyler

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





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

DOCUMENT Name of Work Item - Description or Type of Documents Attached	Date Item is Due	Number of Copies (Hard-Copy)	LegalDesk Ticket ID [Office Use - to be assigned]
Addenda 2-2027 Downtown Janitorial Contract	ASAP	1	7175

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

* FROM: Name / Title	Originating Department	Date Submitted to Legal	Comments
Gary L. Smith	Facilities Services	03-20-2024	None

ROUTE
Don't forget that Department Leader and Key Leader Approval must be obtained before the Legal Department will accept your Work Item.

	Name / Title	Department	Action Needed	Date Completed	Initials	Comments	Office Use
1	Stephanie Franklin	Executive Director	Approval for Legal Review	3-25-24			
2	Steve Kean	Legal	Legal Review	4/4/24	S.M.K.	To Be Ratified by	
3	Edward Broussard CM	CMO	Signature	04/04/24	EB	City Council at a	
4	Gary L. Smith	Facilities Services	Manage Contract/Project			Future Date.	
5						S.M.K.	

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

EXPLANATION OF WORK ITEM			
1.0	**ITEM REFERENCES** Has a similar work item previously been approved by the City Attorney's Office? *[e.g. a contract with the same vendor from a previous year]* **See Document:** **[CityClerkDesk #ZOP-223947]: Contract- 2018 HVAC Maintenance (City Wide)**	YES Go next to Line 1.1	[X] NO Skip to Line 1.2
1.1	Attach a copy of the similar **executed (signed) document** previously approved by Legal and an **electronic Word version** if applicable. If the previous/similar document was also approved by City Council attach the Council Communication (entire packet with attachments).		
1.2	Has this work item already been approved by the City Council? **No Council Approval Needed -Addenda to Current Contract**	[ ] YES Go next to Line 1.3	[X] NO Skip to Line 2
1.3	Agenda Item: [ ] Date of Approval: [ ]		
	Action Needed: Attach a copy of the current approved Council Communication (entire packet with attachments).		
2	**EXPLANATION** Give a complete explanation of the item you are sending including the background regarding the project:		
	ADDENDA 2-2027 CONTRACT WITH OFFICE PRIDE COMMERCIAL CLEANING FOR JANITORIAL SERVICES AT VARIOUS CITY OF TYLER LOCATIONS		
3	**EXPLAIN HOW THE CITY ATTORNEY'S OFFICE CAN ASSIST YOU** For Example: Are you requesting a document be created? Are you requesting a document be reviewed? Do you need specific questions answered? Do you need general advice?, etc.		
	LEGAL REVIEW FOR CITY MANAGERS SIGNITURE		
4	**DATES AND TIMES** Please list ALL deadline dates and times associated with this item	Need ASAP.	
	Deadline Date & Time for Public Notice: (e.g. 72 Hours in advance of Meeting)	Board or City Council Meeting Date:	Other Special Notes:
	N/A		
5	**PRIORITY** If your Work Item is a **high priority** item the following **Action is Needed:** (1) Check the box on Page 1 of this Form, and (2) Please call a member of the Legal Support Staff at 903.531.1161 to alert the City Attorney's Office that your ticket needs immediate or special attention.		
6	**ADD THE FOLLOWING ATTACHMENTS TO THE E-MAIL AND/OR INTEROFFICE MAIL:**		
	[X] This Routing Form [ ] City Council Communications [X] Contract Addenda [X] Current Contract (Copy) [ ] "Known" Governing Authority, Regulations & Laws including City Code [ ] Agenda [ ] Gathering Notice [ ] Other		

Addendum 3

CITY OF TYLER
SERVICES AGREEMENT
Office Pride Commercial Cleaning
(Commercial Cleaning Services-Various City Facilities)
Original Agreement Dated: October 30, 2022-September 30, 2027

Between City of Tyler and Office Pride Commercial Cleaning
Beginning: **October 1, 2024**
City of Tyler Facilities Services Administrator Requests the addition of following Facility:
Water Service Center
2300 WNW Loop 323
Tyler, TX 75702
And that from this date forward the charges added for service at this location be as follows:

	Monthly Cost	Yearly Cost	Contract Increase	Percentage Increase
	2024-25			
Water Meter Shop	$745	$8940	$8940	Base
	2025-26			
Water Meter Shop	$767	$9204	$9204	3%
	2026-27			
Water Meter Shop	$790	$9480	$9480	3%

These charges to be billed and paid by Water Meter Shop as requested.

All applicable services provided for in section IV LEVEL OF CLEANING SERVICES REQUIRED, CLEANING STANDARDS, AND SCHEDULES of the original contract shall be performed at this location/facility BUT shall be provided/performed (3) times per week and all applicable monthly provisions shall be performed as specified. All other provisions of the original City of Tyler service agreement dated October 30, 2022 with Office Pride Commercial Cleaning; Contract for Janitorial Services at Various Locations shall remain in full force and effect.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement this the 30th day of September, 2024.

CITY OF TYLER, TEXAS

BY: Edward Broussard
Edward Broussard, City Manager

CONTRACTOR:

BY:

Approved:

By: Stan M. Ku
APPROVED: City Attorney's Office

BY:
City Attorney's Office

§

THE STATE OF TEXAS

§ **CONTRACTOR'S ACKNOWLEDGEMENT**

COUNTY OF SMITH §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared David Brettstein, who is known to me, or who was proved to me through Driver License [*description of identity card or other document issued by the federal or state government containing the picture and signature of the acknowledging person*]to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30th day of September, 20 24.

BLAKE BELL
Notary Public, State of Texas
Comm. Expires 02-19-2028
Notary ID 134769115

Notary Public In and For The State of Texas

Blake Bell
Notary's Printed Name

My Commission Expires: 02/19/2028

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

RECEIVED

SEP 30 2024

CITY ATTORNEY'S OFFICE
City of Tyler

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





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

DOCUMENT Name of Work Item - Description or Type of Documents Attached	Date Item is Due	Number of Copies (Hard-Copy)	LegalDesk Ticket ID [Office Use - to be assigned]
Addenda 3-2027 Downtown Janitorial Contract	**ASAP**	**1**	LD18644

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

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

ROUTE
Don't forget that Department Leader and Key Leader Approval must be obtained before the Legal Department will accept your Work Item.

	Name / Title	Department	Action Needed	Date Completed	Initials	Comments	Office Use
1	Gary L. Smith	Facilities Services	Approval for Legal Review		GLS	COPY OF CONTRACT AND 2 PREVIOUS ADDENDUM ATTACH	
2	Steve Kean	Legal	Legal Review	10/1/24	SMK.		
3	Edward Broussard CM	CMO	Signature	10/02/24	EB		
4	Gary L. Smith	Facilities Services	Manage Contract/Project			Recommend that City Council Ratify. SMK.	
5							

01/18/11 ** Form 1-42**

287

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

EXPLANATION OF WORK ITEM			
1.0	**ITEM REFERENCES** Has a similar work item previously been approved by the City Attorney's Office? [*e.g. a contract with the same vendor from a previous year*]	[X] YES Go next to Line 1.1	[ ] NO Skip to Line 1.2
1.1	Attach a copy of the similar **executed (signed) document** previously approved by Legal and an **electronic Word version** if applicable. If the previous/similar document was also approved by City Council attach the Council Communication (entire packet with attachments).		
1.2	Has this work item already been approved by the City Council? **No Council Approval Needed -Addenda to Current Contract**	[ ] YES Go next to Line 1.3	[X] NO Skip to Line 2
1.3	Agenda Item:	Date of Approval:	
	Action Needed: Attach a copy of the current approved Council Communication (entire packet with attachments).		
2	**EXPLANATION** Give a complete explanation of the item you are sending including the background regarding the project:		
	ADDENDA 3-2027 CONTRACT WITH OFFICE PRIDE COMMERCIAL CLEANING FOR JANITORIAL SERVICES AT WATER METER SHOP		
3	**EXPLAIN HOW THE CITY ATTORNEY'S OFFICE CAN ASSIST YOU** For Example: Are you requesting a document be created? Are you requesting a document be reviewed? Do you need specific questions answered? Do you need general advice?, etc.		
	LEGAL REVIEW FOR CITY MANAGERS SIGNITURE		
4	**DATES AND TIMES** Please list ALL deadline dates and times associated with this item	Need ASAP.	
	Deadline Date & Time for Public Notice: (e.g. 72 Hours in advance of Meeting)	Board or City Council Meeting Date:	Other Special Notes:
	N/A		
5	**PRIORITY** If your Work Item is a **high priority** item the following **Action is Needed**: (1) Check the box on Page 1 of this Form, and (2) Please call a member of the Legal Support Staff at 903.531.1161 to alert the City Attorney's Office that your ticket needs immediate or special attention.		
6	**ADD THE FOLLOWING ATTACHMENTS TO THE E-MAIL AND/OR INTEROFFICE MAIL:**		
	[X] This Routing Form [ ] City Council Communications [X] Contract Addenda [X] Current Contract (Copy) [ ] "Known" Governing Authority, Regulations & Laws including City Code [ ] Agenda [ ] Gathering Notice [ ] Other		

Addendum 4

CITY OF TYLER
SERVICES AGREEMENT
Office Pride Commercial Cleaning
(Commercial Cleaning Services-Various City Facilities)
Original Agreement Dated: October 30, 2022-September 30, 2027

Between City of Tyler and Office Pride Commercial Cleaning
Beginning: **October 1, 2025**
City of Tyler Facilities Services Administrator Requests the addition of following Facility:
Innovation Pipeline
217 E Oakwood St
Tyler, TX 75702
And that from this date forward the charges added for service at this location be as follows:

	Monthly Cost	Yearly Cost	Contract Increase	Percentage Increase
	2025-26			
Innovation Pipeline	~~$556~~ 565	$6780	$6780	Base
	2026-27			
Innovation Pipeline	$582	$6983	$6983	3%

These charges to be billed and paid by Facilities Services as requested.

All applicable services provided for in section IV LEVEL OF CLEANING SERVICES REQUIRED, CLEANING STANDARDS, AND SCHEDULES of the original contract shall be performed at this location/facility BUT shall be provided/performed (3) times per week and all applicable monthly provisions shall be performed as specified. All other provisions of the original City of Tyler service agreement dated October 30, 2022 with Office Pride Commercial Cleaning; Contract for Janitorial Services at Various Locations shall remain in full force and effect.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement this the 8th day of October, 2025.

CITY OF TYLER, TEXAS

BY: Edward Broussard
Edward Broussard, City Manager

CONTRACTOR:

BY:

Approved:

By: Stan M. Kuo

APPROVED:

BY:
City Attorney's Office

§

THE STATE OF TEXAS

§ **CONTRACTOR'S ACKNOWLEDGEMENT**

COUNTY OF SMITH §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared David Brett Stern, who is known to me, or who was proved to me through TX DL [*description of identity card or other document issued by the federal or state government containing the picture and signature of the acknowledging person*]to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30th day of September, 2025.

GREGORY SCOTT FERGUESON
Notary Public
State of Texas
ID # 12408018-1
My Comm. Expires 01-03-2026

Notary Public In and For The State of Texas

Gregory Scott Ferguson
Notary's Printed Name

My Commission Expires: 1-3-26

OFFICE PRIDE
Commercial Cleaning Services

CLEANING SPECIFICATIONS

Customer: Innovation Pipeline

Location: 217 E Oakwood, Tyler, TX 75702

Contractor: Office Pride of East Texas **Date:** 9/25/25

TIMES PER WEEK (2)

1. Empty all trash and take to dumpster.
2. Dust uncovered areas of all desks, file cabinets, bookcases, counters, and other furniture.
3. Dust windowsills, phones, and computer monitors.
4. Clean entry door glass.
5. Spot clean glass and mirrors throughout office.
6. Clean and sanitize restrooms.
7. Refill toilet paper, soap and towel dispensers as needed from client's supply.
8. Clean break areas, sink and surrounding countertop, and all water fountains.
9. Dust mop and damp mop all hard surface floors.
10. Vacuum all carpet and floor mats.
11. Remove cobwebs from corners of ceilings and baseboards.

MONTHLY

1. Dust baseboards (wash as needed).
2. Spot clean doors and walls.
3. Dust overhead vents, overhead lights and mini-blinds.

Each Office is Independently Owned and Operated.
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OFFICE PRIDE
Commercial Cleaning Services

I. Contractor Responsibility

a. Contractor agrees to provide all services as described below.
b. Contractor agrees to provide all labor, equipment and cleaning supplies.
c. Contractor agrees to provide service ____2____ times per week after regular business hours unless otherwise mutually agreed.

II. Customer Responsibility

a. Customer agrees to provide adequate and secure storage facilities for contractor's equipment and supplies.
b. Customer agrees to provide adequate water and electrical facilities for use of contractor.
c. Customer agrees to provide two sets of keys for contractor's use.
d. Customer to furnish all trash bags, paper products and soap. If client requests, contractor can provide and deliver these items for a competitive price.
e. Customer agrees to provide adequate trash disposal facilities.
f. Customer agrees that contractor is not responsible for cleaning any blood or human fluid spills and that these spills will be cleaned upon occurrence by the customer.
g. Customer agrees this contract may be serviced by the contractor's in-house janitorial service or by an assigned franchise location which meets all the requirements set forth in this contract.
h. Customer agrees not to employ in a similar position any contractor employee or franchisee assigned to service customer's facilities during the life of this agreement and for a period of three months following termination of this agreement.
i. Customer understands Contractor's performance and provision of requested services are subject to the availability of products, tools and labor.

III. Insurance Coverage

Contractor agrees to keep the following insurance coverage(s) in force during the term of the agreement:

a. Workers Compensation (Policy limits per state statue)
b. Comprehensive General Liability ($1,000,000 per occurrence)
c. $10,000 Fidelity Bond for all employees

IV. Period of Agreement

Service will commence the ____1____ day of ____October____, 2025 and continue (with the price in Section VI protected) for one year or until canceled by thirty (30) days' written notice by either party.

V. Changes in Specifications or Frequencies

Customer and contractor agree that specifications, frequencies or work assignments may be altered at any time by written notice. Contractor and customer will negotiate the cost-of-service changes.

OFFICE PRIDE
Commercial Cleaning Services

VI. Cost of Service and Invoicing

a. Customer agrees to pay contractor the sum of $ 565 per month for service for service 2 times per week (per your schedule) on the last day of the same month in which work is performed.
b. Customer will be invoiced on or by the 10th of the same month.
c. Prices quoted do not include applicable sales tax and are subject to change.
d. Customer understands pricing is subject to change if costs of products, tools or labor increase.
e. Unless noted, customer agrees that the following services are separate from this contract and can be quoted upon request:
   - Carpet cleaning.....$
   - Extra tasks or special cleaning not on specifications.....$
   - Strip and wax all tile floors .....$
   - Window washing.....$
f. Office Pride does not assume costs relating to customer payment and invoice processing. Customer agrees to pay any third-party invoicing portal or payment disbursement company that is utilized by the customer and said services incur an expense or fee to Office Pride, said costs will be reverted to the customer and added to the quoted price.

THE UNDERSIGNED HAVE READ, UNDERSTAND and ACCEPT THIS AGREEMENT, and by signing this Agreement, all parties agree to all of the aforementioned terms, conditions and policies.

City of Tyler, Texas
Customer Innovation Pipeline **Contractor** Office Pride of East Texas

Printed Name EDWARD BROUSSARD Printed Name David Stein

Signature Edward Broussard Signature

Date 10/07/25 Date 9/25/25

Approved!

Addendum 5

CITY OF TYLER
SERVICES AGREEMENT
Office Pride Commercial Cleaning
(Commercial Cleaning Services-Various City Facilities)
Original Agreement Dated: October 30, 2022-September 30, 2027

Between City of Tyler and Office Pride Commercial Cleaning
Beginning: **October 1, 2025**
City of Tyler Facilities Services Administrator Requests the addition of following Facility:
Municipal Court
813 N. Broadway
Tyler, TX 75702
And that from this date forward the charges added for service at this location be as follows:

Initial Deep Clean as Follows:
Carpet Extraction (Main Work Area & Courtroom) $885
Floor Scrub (Rest Rooms & Lobby) $760
Deep Cleaning Full Facility $1,025
Chair Upholstery Cleaning $1,215.00
Total one time amount: $3885.00
(To be paid at the time of completion)

Monthly / Yearly Costs

	Monthly Cost	Yearly Cost	Contract Increase	Percentage Increase
2025-26				
Municipal Court	$910	$10,920	$10,920	Base
2026-27				
Municipal Court	$937	$11,248	$11,248	3%

These charges to be billed and paid by Municipal Court as requested.

All applicable services provided for in section IV LEVEL OF CLEANING SERVICES REQUIRED, CLEANING STANDARDS, AND SCHEDULES of the original contract shall be performed at this location/facility BUT shall be provided/performed (3) times per week and all applicable monthly provisions shall be performed as specified. All other provisions of the original City of Tyler service agreement dated October 30, 2022 with Office Pride Commercial Cleaning; Contract for Janitorial Services at Various Locations shall remain in full force and effect.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement this the 9th day of October, 2025.

CITY OF TYLER, TEXAS

BY: Edward Broussard
Edward Broussard, City Manager

CONTRACTOR:

BY:

Approved:

By: Stan M. Kean
APPROVED:

BY:
City Attorney's Office

THE STATE OF TEXAS §

COUNTY OF SMITH §

CONTRACTOR'S ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared David Stein, who is known to me, or who was proved to me through driver's license [*description of identity card or other document issued by the federal or state government containing the picture and signature of the acknowledging person*]to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 3rd day of October, 20 25.

Notary Public In and For The State of Texas

William McKay

Notary's Printed Name

My Commission Expires: 07/09/2029

WILLIAM MCKAY
Notary Public, State of Texas
Comm. Expires 07-09-2029
Notary ID 135522824

OFFICE PRIDE®
Commercial Cleaning Services

August 26, 2025

Nicole Johnson
Tyler Municipal Court
813 N. Broadway Ave.
Tyler, TX 75702

Nicole,

Thank you for allowing Office Pride to submit a proposal to provide office cleaning Tyler Municipal Court; we welcome the opportunity to serve you. Our proposal is tailored to meet your needs, our staff in Tyler is excellent, and for your convenience can begin service on an agreed start date.

This proposal includes a list of cleaning specifications, an outline of our insurance coverage and the agreement itself, which covers your monthly investment to keep your facilities looking great. The price to effectively clean and maintain your office two times per week per the attached schedule is $910 per month (no tax as you are exempt). This works out to be about $165 per weekend service and $45 for the midweek service. Pricing for the initial deep clean is as follows:

Carpet Extraction (Main Work Area & Courtroom)	$885
Floor Scrub (Rest Rooms & Lobby)	$760
Deep Cleaning Full Facility	$1,025
Chair Upholstery Cleaning	

We provide all cleaning supplies and equipment, you only need to provide consumables (toilet paper, hand towels, hand soap, trash bags).

Please call me if you have any questions. We would like to impress you with our "No Headaches Attached™" brand promise on our services and hope this restart a long-term working relationship between Tyler Municipal Court and Office Pride of East Texas.

Sincerely,

David Stein
Area Developer
903-534-0425 (office)
903-372-9699 (cell)
www.commercialcleaningtyler.com

Our Values Make Us Different!

OFFICE PRIDE
Commercial Cleaning Services

CLEANING SPECIFICATIONS

Customer: Tyler Municipal Court

Location: 813 N. Broadway Ave., Tyler, TX 75702

Contractor: Office Pride of East Texas **Date:** 8/26/25

TIMES PER WEEK (2)

1. Empty all trash and take to dumpster.
2. Clean and sanitize restrooms & sinks.
3. Refill toilet paper, soap and towel dispensers as needed from client's supply.
4. Dust Mop front lobby.
5. Freshen Break Room

TIMES PER WEEK (1)

1. Dust uncovered areas of all desks, file cabinets, bookcases, counters and other furniture.
2. Dust windowsills, phones and computer monitors.
3. Clean entry door glass.
4. Spot clean glass and mirrors throughout office.
5. Damp mop all hard floor surfaces.
6. Vacuum all carpet and floor mats.
7. Remove cobwebs from corners of ceilings and baseboards.

MONTHLY

1. Dust baseboards (wash as needed).
2. Spot clean doors and walls.
3. Dust overhead vents, overhead lights and mini blinds.

Each Office is Independently Owned and Operated.
Copyright ©2014 Faith Franchising Company, Inc. All rights Reserved

OFFICE PRIDE
Commercial Cleaning Services

I. Contractor Responsibility

a. Contractor agrees to provide all services as described below.
b. Contractor agrees to provide all labor, equipment, and cleaning supplies.
c. Contractor agrees to provide service ___2___ times per week during regular business hours unless otherwise mutually agreed.

II. Customer Responsibility

a. Customer agrees to provide adequate and secure storage facilities for contractor's equipment and supplies.
b. Customer agrees to provide adequate water and electrical facilities for use of contractor.
c. Customer to furnish all trash bags, paper products and soap. If client requests, contractor can provide and deliver these items for a competitive price.
d. Customer agrees to provide adequate trash disposal facilities.
e. Customer agrees that contractor is not responsible for cleaning any blood or human fluid spills and that these spills will be cleaned upon occurrence by the customer.
f. Customer agrees this contract may be serviced by the contractor's in-house janitorial service or by an assigned franchise location which meets all the requirements set forth in this contract.
g. Customer agrees not to employ in a similar position any contractor employee or franchisee assigned to service customer's facilities during the life of this agreement and for a period of three months following termination of this agreement.
h. Customer understands Contractor's performance and provision of requested services are subject to the availability of products, tools and labor.

III. Insurance Coverage

Contractor agrees to keep the following insurance coverage(s) in force during the term of the agreement:

a. Workers Compensation (Policy limits per state statue)
b. Comprehensive General Liability ($1,000,000 per occurrence)
c. $10,000 Fidelity Bond for all employees

IV. Period of Agreement

Service will commence the ___1___ day of OCTOBER, 2025 and continue (with the price in Section VI protected) for one year or until canceled by thirty (30) days' written notice by either party.

V. Changes in Specifications or Frequencies

Customer and contractor agree that specifications, frequencies or work assignments may be altered at any time by written notice. Contractor and customer will negotiate the cost-of-service changes.

OFFICE PRIDE
Commercial Cleaning Services

VI. Cost of Service and Invoicing

a. Customer agrees to pay contractor the sum of $ 910 per month per location for service for service(s) 2 times per week on the last day of the same month in which work is performed.
b. Customer will be invoiced on or by the 10th of the same month.
c. Prices quoted do not include applicable sales tax and are subject to change.
d. Customer understands pricing is subject to change if costs of products, tools, or labor increase.
e. Unless noted, customer agrees that the following services are separate from this contract and can be quoted upon request:
   - Carpet cleaning.....$
   - Extra tasks or special cleaning not on specifications.....$
   - Strip and wax all tile floors .....$
   - Window washing.....$
f. Office Pride does not assume costs relating to customer payment and invoice processing. Customer agrees to pay any third-party invoicing portal or payment disbursement company that is utilized by the customer and said services incur an expense or fee to Office Pride, said costs will be reverted to the customer and added to the quoted price.

THE UNDERSIGNED HAVE READ, UNDERSTAND and ACCEPT THIS AGREEMENT, and by signing this Agreement, all parties agree to all aforementioned terms, conditions and policies.

City of Tyler, Texas
Customer Tyler Municipal Court **Contractor** Office Pride of East Texas

Printed Name EDWARD BROUSSARD Printed Name David Stein

Signature City Manager Signature

Date 10/07/25 Date 8/26/25

Approved: STM K

OFFICE PRIDE
Commercial Cleaning Services

OFFICE PRIDE OF EAST TEXAS

- Office Pride began service to Tyler January 2008. Office Pride of East Texas owned by David Stein opened in Jun 2010. Bobby Halbrook became co-owner in 2015.
- Currently employs approximately 140 full and part time employees.
- Currently services about 200 locations in Tyler, Longview, Kilgore, Lindale, Mineola, Athens, Palestine, Jacksonville, Henderson, Rusk.
- Office Pride Standards of Excellence qualification- 2011, 2013, 2014, 2015, 2016, 2018 and 2021.
- Office Pride Staff Experience
  - David Stein (Co-Owner) 15 years
  - Bobby Halbrook (Co-Owner) 12 years
  - Dan Ford (General Manager) 6 years
  - Shane Coleman (Area Manager) 15 years
  - Alma Ruiz (Area Manager) 13 years
  - James Head (Area Supervisor) 6 years
- Office Pride Community Involvement
  - United Way Executive Board member and former Board Chairman
  - East Texas Symphony Orchestra Board Chairman
  - Board Chairman Telco Credit Union
  - Active members of Rose Heights Church, Green Acres Church, New Life Church and South Spring Baptist Church
  - Tyler Chamber of Commerce Member & Board of Directors
  - Tyler Chamber of Commerce Chair Government Affairs Committee
  - Tyler Chamber Surface Transportation Committee
  - Accredited Business with East Texas Better Business Bureau
  - Tyler Mayor's Prayer Breakfast Steering Committee
- Office Pride of Tyler carries full liability and worker's compensation insurance.
- All employees are interviewed, referenced check and background checked (national search)
- All employees are W-2. No cleaning staff is subcontracted.
- All employees wear our company uniform while performing their jobs.
- Our site inspector will visit your location once per month to do a routine inspection.

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-11

Date: November 12, 2025

Subject: Request that the City Council consider authorizing the City Manager to approve a reconciliation change order that will decrease the contract amount by $1,321,625.18 and release of final retainage payment in the amount of $93,522.45 to Vortex Lining Services, LLC, for Sanitary Sewer Cleaning & Closed Circuit Television (CCTV), Years 6-8, TASB BuyBoard Contract #635-21.

Item Reference:

The City of Tyler has entered into a Consent Decree with the United States Environmental Protection Agency (EPA) and the Texas Commission on Environmental Quality (TCEQ), effective April 10, 2017. As such, the City is required to access and perform assessments of its sanitary sewer collection system assets, i.e. manholes, gravity mains, lift stations, force mains, and air-release valves (ARVs).

The seventh group (year seven (7)) of the Consent Decree work consisting of cleaning and CCTV inspection of sanitary sewer lines across the City is complete.

Original Project Cost: $3,233,391.57
Final Project Cost: $1,870,449.06 (~41% decrease)

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to approve a reconciliation change order that will decrease the contract amount by $1,321,625.18 for Sanitary Sewer Cleaning & CCTV, Years 6-8, TASB BuyBoard Contract #635-21.

Attachments:
20251023 Group 7 Final RCO
Affidavit of Bills Paid
Waiver and Release

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

Edited/Submitted By:
City Manager

RECONCILIATION CONTRACT CHANGE ORDER
CHANGE ORDER NO. #01

PROJECT NAME: Group 7 CCTV
DATE: 10/23/2025

CONTRACTOR: Vortex Lining Services, LLC
ADDRESS: 18150 Imperial Valley Dr
Houston, TX 77060
BID NUMBER:

Item No.	Work Items	Qty	Units	Unit Price	SOV	Qty Complete to Date	Amount Complete to Date	Difference in Bid Qty	Difference in Bid Amount
I.5.009a	Sewer Main Cleaning - Normal (8"-15" Diameter) *will Include 16" Diameter As Well	375,387	LF	$ 2.65	$ 994,775.55	237,197.86	$ 628,574.33	(138,189.14)	$ (366,201.22)
I.5.001a	Sewer Main Television Inspection - Normal (8"-15" Diameter) *will Include 16" Diameter As Well	375,387	LF	$ 2.95	$ 1,107,391.65	227,854.66	$ 672,171.25	(147,532.34)	$ (435,220.40)
I.5.010	Sewer Main Cleaning- Normal (18" Through 24" Diamater)	12,825	LF	$ 6.00	$ 76,950.00	1,400.40	$ 8,402.40	(11,424.60)	$ (68,547.60)
I.5.002	Sewer Main Television Inspection (18" Through 23" Diamater)	12,825	LF	$ 6.00	$ 76,950.00	4,182.10	$ 25,092.60	(8,642.90)	$ (51,857.40)
I.5.011	Sewer Main Cleaning - Normal (27" Through 36" Diameter)	1,716	LF	$ 8.00	$ 13,728.00	0.00	$ -	(1,716.00)	$ (13,728.00)
I.5.003	Sewer Main Television Inspection (27" Through 36" Diameter)	1,716	LF	$ 8.00	$ 13,728.00	0.00	$ -	(1,716.00)	$ (13,728.00)
I.5.012	Sewer Main Cleaning - Normal (42" Through 48" Diameter)	20	20	$ 12.00	$ 240.00	0.00	$ -	(20.00)	$ (240.00)
I.5.004	Sewer Main Television Inspection (42" Through 48" Diameter)	20	LF	$ 12.00	$ 240.00	0.00	$ -	(20.00)	$ (240.00)
I.5.009b	Adder - Sewer Main Cleaning - Normal (8" Through 15" Diamater) *will Include 16" Diamater	50,000	LF	$ 0.88	$ 44,000.00	50,040.20	$ 44,035.38	40.20	$ 35.38
I.5.001b	Adder - Sewer Main Television Inspection - Normal (8" Through 15" Diamater) *will Include 16" Diamater	50,000	LF	$ 0.87	$ 43,500.00	52,144.00	$ 45,365.28	2,144.00	$ 1,865.28
I.5.009c	Adder- Traffic Control Be Added To Itam 1.5.001a	10,000	LF	$ 1.00	$ 10,000.00	0.00	$ -	(10,000.00)	$ (10,000.00)
I.5.067a	Re-setup for TV Due To Point Repairs or Obstructions	200	EA	$ 225.00	$ 45,000.00	218.00	$ 49,050.00	18.00	$ 4,050.00
I.5.067b	Re-setup for TV Due To Point Repairs or Obstructions	400	EA	$ 225.00	$ 90,000.00	218.00	$ 49,050.00	(182.00)	$ (40,950.00)
I.5.068	Mechanical Root Removal - 6-18" *includes Grease Removal As Well	13,425	LF	$ 7.25	$ 97,331.25	30,382.90	$ 220,276.03	16,957.90	$ 122,944.78
I.5.070	Other Remote Obstruction Removal (max. 5 LF)	150	EA	$ 690.00	$ 103,500.00	0.00	$ -	(150.00)	$ (103,500.00)
I.1.070	Backyard Easement Setup	2	EA	$ 3,500.00	$ 7,000.00	0.00	$ -	(2.00)	$ (7,000.00)
I.19B.010	Repair/Rehab Chain Link Fence With New	1	LF	$ 25.00	$ 25.00	0.00	$ -	(1.00)	$ (25.00)
I.19B.011	Repair/Rehab Wooden Fence With New	1	EA	$ 29.00	$ 29.00	0.00	$ -	(1.00)	$ (29.00)
I.19C.001	SUPERINTENDENT - REGULAR	1	HR	$ 35.00	$ 35.00	0.00	$ -	(1.00)	$ (35.00)
I.19B.006	SUPERINTENDENT - OVER TIME	1	HR	$ 65.00	$ 65.00	0.00	$ -	(1.00)	$ (65.00)
ADD1	Debris Disposal	500,000	GAL	$ 0.06	$ 30,000.00	0.00	$ -	(500,000.00)	$ (30,000.00)
	Total Performance and Payment Bond	1	%	$ 41,317.33	$ 41,317.33	0.00	$ -	0.00	$ -
I.3.044	New manhole frame and cover-24"	50	EA	$ 850.00	$ 42,500.00	0.00	$ -	(50.00)	$ (42,500.00)
I.3.048	Adjust manhole frame and cover up to 1 Ft	35	EA	$ 950.00	$ 33,250.00	0.00	$ -	(35.00)	$ (33,250.00)
I.3.049	Adjust manhole frame and cover over 1 Ft	20	VF	$ 500.00	$ 10,000.00	0.00	$ -	(20.00)	$ (10,000.00)
I.6.061	Install New 4' DIA precast manhole 0' - 6' deep	10	EA	$ 5,980.00	$ 59,800.00	0.00	$ -	(10.00)	$ (59,800.00)
I.6.062	Extra Depth 4' DIA Precast Manhole Over 6' Deep	50	VF	$ 633.00	$ 31,650.00	0.00	$ -	(50.00)	$ (31,650.00)
I.6.025	Remove and replace or install cleanout	20	EA	$ 1,840.00	$ 36,800.00	0.00	$ -	(20.00)	$ (36,800.00)
I.6.048	Access Pit (8'-12' deep)	20	EA	$ 4,025.00	$ 80,500.00	0.00	$ -	(20.00)	$ (80,500.00)
I.19B.001	Saw Cutting up to 8" depth	2,000	LF	$ 9.00	$ 18,000.00	0.00	$ -	(2,000.00)	$ (18,000.00)
I.19B.003	Repair/Rehab 2" Asphalt pavement	300	SY	$ 52.00	$ 15,600.00	0.00	$ -	(300.00)	$ (15,600.00)
I.19B.004	Repair/Rehab 8" Flex base	200	SY	$ 46.00	$ 9,200.00	0.00	$ -	(200.00)	$ (9,200.00)
I.19B.006	Repair/Rehab 6" Concrete Driveway	100	SY	$ 121.00	$ 12,100.00	0.00	$ -	(100.00)	$ (12,100.00)
I.19B.008	Repair/Rehab Concrete curb and gutter	200	LF	$ 29.00	$ 5,800.00	0.00	$ -	(200.00)	$ (5,800.00)
I.19B.010	Repair/Rehab chain link fence with new	50	LF	$ 25.00	$ 1,250.00	0.00	$ -	(50.00)	$ (1,250.00)
I.19B.011	Repair/Rehab wooden fence with new	65	LF	$ 29.00	$ 1,885.00	0.00	$ -	(65.00)	$ (1,885.00)
I.19B.009	Sodding	1,000	SY	$ 29.00	$ 29,000.00	0.00	$ -	(1,000.00)	$ (29,000.00)
I.19C.011	Barricades, Signs, and Traffic Handling (per setup)	10	EA	$ 3,500.00	$ 35,000.00	0.00	$ -	(10.00)	$ (35,000.00)
I.19C.013	Flagmen	100	HR	$ 40.00	$ 4,000.00	0.00	$ -	(100.00)	$ (4,000.00)
I.19D.014	Travel and Mobilization- TML Region 15	1	EA	$ 4,784.00	$ 4,784.00	0.00	$ -	(1.00)	$ (4,784.00)
	Total Performance and Payment Bond	1	%	$ 6,466.79	$ 6,466.79	0.00	$ -	(1.00)	$ (6,466.79)
COT	Bellwood Lift Station Cleaning	0	LS	$ 128,431.80	$ -	1.00	$ 128,431.80	1.00	$ 128,431.80
					$ 3,233,391.57		**$ 1,870,449.06**		**$ (1,321,625.18)**

Original contract price:	3,233,391.57	
Change in contract price from previous change orders:	-	
Change in contract price due to this change order:	(1,321,625.18)	
Adjusted contract price to date:	**$ 1,911,766.39**	**-40.87%**

Original contract end date / days:	
Change in contract days from previous change orders:	
Change in contract days due to this change order:	
Adjusted contract days to date:	

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

ACCEPTED: Vortex Lining Services, LLC
Contractor
Date

REVIEWED:
City Attorney's Office
Date

APPROVED: Edward Broussard
City Manager
Date

AGENDA ITEM NUMBER: _____

DATE APPROVED BY COUNCIL: 11/12/2025

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

City of Tyler Bid Number TASB BuyBoard Contract #635-21
Project Name Cleaning and Closed Circuit Television (CCTV) Recording of Wastewater (Sanitary Sewer) Lines, Groups 6-8
Delivery Order Number

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
	$		
	$		
	$		

Brandon Garrastazu
Signature of Contractor

Sworn to and subscribed before me by *Affiant* on the 29 day of October, 2025.

GERMAIN YZAGUIRRE
My Notary ID # 125400494
Expires May 7, 2029

Germain Yzaguirre
Notary Public In and For The State of Texas

My Commission Expires: May 7, 2029 Germain Yzaguirre
Notary's Printed Name

Section 14 WAIVER AND RELEASE

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

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

PURSUANT TO

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

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

City of Tyler Bid Number TASB BuyBoard Contract #635-21
Project Name Cleaning and Closed Circuit Television (CCTV) Recording of Wastewater (Sanitary Sewer) Lines, Groups 6-8
Delivery Order Number

On receipt by the signer of this document of a check from City of Tyler, TX *[Maker of Check]* in the sum of $ 93,522.45 payable to Vortex Services, LLC *[Payee(s) of Check]* and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of City of Tyler, TX *[Owner]* located at 511 W Locust St, Tyler, TX 75702 *[Location]* to the following extent: CCTV Recording of Wastewater Lines, Groups 6-8 *[Job Description]*.

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to City of Tyler, TX *[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 10/29/2025
Vortex Services, LLC (Company name)

By Brandon Garrastazu (Signature)
Divsion Controller (Title)

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

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

PURSUANT TO

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

NOTICE:

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

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

City of Tyler Bid Number	TASB BuyBoard Contract #635-21
Project Name	Cleaning and Closed Circuit Television (CCTV) Recording of Wastewater (Sanitary Sewer) Lines, Groups 6-8
Delivery Order Number	

The signer of this document has been paid in full for all labor, services, equipment, or materials furnished to the property or to City of Tyler, TX *[Person with Whom Signer Contracted]* on the property of City of Tyler *[Owner]* located at 511 W Locust St, Tyler, TX 75702 *[Location]* to the following extent: CCTV Recording of Wastewater Lines, Groups 6-8 *[Job Description]*. The signer therefore waives and releases any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position.

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

Date 10/29/2025
Vortex Services, LLC (Company name)

By Brandon Garrastazu (Signature)
Divsion Controller (Title)

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-12

Date: November 12, 2025

Subject: Request that the City Council consider authorizing the City Manager to purchase two (2) Elgin Crosswind 1 sweepers from Kinloch Equipment Sourcewell Contract 093021-ELG for $330,332.00 each, a total purchase cost of $ 660,644.00.

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. Unit 22223 and unit 22251 were purchased under a guaranteed buy-back program after 4 years with full maintenance and warranty. On 9/10/2025 Vehicle services requested council approval for Buyback of these units of $184,648.00 each. The replacement cost was incorrect in that council request. The correct buyback per unit is $129850.00 The replacement for these units will be two (2) Crosswind 1 sweepers from Kinloch Equipment. Each unit will cost $460,172.00 with the subtracted buy-back of $129850.00 for a total cost each of $330322.00. Total Sourcewell purchase of $660644.00. These units will also have a 4-year guaranteed buy-back of $198,710.00 each with full warranty and maintenance included. Funds will be allocated in FY26 replacement fund 640-0661-641-26-04.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to ratify the purchase two (2) Elgin Crosswind 1 sweepers from Kinloch Equipment Sourcewell Contract 093021-ELG for $330,332.00 each, a total purchase cost of $ 660,644.00.

Attachments:
Kinloch Elgin sweeper 2026

Drafted/Recommended By:
Department Leader STan Stoffregen Fleet Manager

Edited/Submitted By:
City Manager

Kinloch
Equipment & Supply, Inc.

3320 Pasadena Blvd
Pasadena, TX 77503
Tel: 713.473.6213 Fax: 713.473.7858
Toll Free: 800.231.6929

MILE AFTER MILE℠

Turnkey Leasing Solution

Mile After Mile™ Proposal

For the City of Tyler

CITY OF TYLER
A Natural Beauty

Kinloch
Equipment & Supply, Inc.

3320 Pasadena Blvd
Pasadena, TX 77503
Tel: 713.473.6213 Fax: 713.473.7858
Toll Free: 800.231.6929

As an alternative to the traditional equipment acquisition model, we offer a turnkey "cradle to grave" equipment acquisition and operation solution that achieves the best of both worlds.....high productivity and low cost of ownership and operation. We call this program **Mile After Mile™.**

Our proposal is based on the Elgin Crosswind 1. The model designation of "1" indicates single engine technology which eliminates the auxiliary engine. This translates into less maintenance, fuel consumption and noise emission. This innovative technology, while proven in other allied industrial equipment, is an innovative initiative spearheaded by Elgin Sweeper Company in the sweeper industry which allows Elgin to command its industry leading position.

In real-world testing, the fuel savings in actual working conditions versus traditional twin engine air sweepers was 11 gallons per shift. Assuming a conservative price per gallon of diesel net of excise tax of $3.10/gallon equates to $34.10 per day, $8,525 per year, or $34,100 over our four-year life cycle. Again, these figures are intentionally conservative, and the actual savings will likely be normally higher.

This is what the program offers:

- Equipment built to the City's specifications and requirements.
- A four (4) year bumper-to-bumper warranty for both the truck chassis and sweeper
- All repairs & maintenance included (except brooms)
- Guaranteed minimum 95% equipment availability supported by free of charge loaner equipment in the event of protracted downtime.

This again is designed to offer a low, fixed cost of operation and a correspondingly high level of equipment availability. This yields a lower cost of ownership per productive hour which I'll explain later in this proposal.

This program is offered for a four (4) year term with a guaranteed repurchase amount from Kinloch Equipment & Supply offered to be excised at the City's sole discretion.

AQUISTION OPTIONS

Model	Crosswind 1
Debris Body Capacity	8 Cubic Yards
Water Tank Capacity	240 Gallons
Vacuum System	Hydraulically Driven Fan Impellor
Brooms	Dual Sidebrooms
Capital Cost	$397,420.
Mile After Mile™ Program	
Four (4) Year Bumper to Bumper Warranty	$14,752.
Four (4) Year Repair & Maintenance Agreement	$48,000.
Free Loaner Equipment	Included w/Repair and Maintenance Agreement
TOTAL INITIAL COST OUTLAY	**$460,172.00**

Kinloch
Equipment & Supply, Inc.

3320 Pasadena Blvd
Pasadena, TX 77503
Tel: 713.473.6213 Fax: 713.473.7858
Toll Free: 800.231.6929

Less Guaranteed Buyback	($198,710.)
NET COST OF FOUR (4) YEAR OWNERSHIP	**$261,462.00.**

COST PER PRODUCTIVE HOUR

Assumptions:

- 8 hours in a normal single shift workday.
- 52 weeks in a year equals 2,080 normal work hours.
- ~10 days per year (80 hours) of Federal holidays.
- Net 2,000 normal work hours per year
- Minimum of 95% guaranteed equipment availability

COST PER PRODUCTIVE HOUR OF USAGE: $34.12/HOUR

Prices quoted herein are in accordance with Sourcewell Cooperative Purchasing Contract # 093021-ELG. City of Tyler Member # 33152.

Prices quoted herein are firm until 9.11.25.

Please let me know if you have any questions or require additional information.

Sincerely,

Dan Blade
Sales Manager

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-13

Date: November 12, 2025

Subject: Request that the City Council consider authorizing the City Manager to sign an indefinite right-of-way use agreement with Dogwood Park Holdings, LLC for the purpose of installing and maintaining a neighborhood sign in the City of Tyler right-of-way.

Item Reference:

Dogwood Park Holdings, LLC, is seeking permission to install and maintain a boulevard style masonry neighborhood sign and associated landscaping within the right-of-way on Dogwood Park Boulevard. The masonry sign will be installed amongst landscaping within the northernmost median of Dogwood Park Blvd. The planned masonry sign appears to similar in placement, size, and type of construction to other neighborhood signs previously constructed within City of Tyler right-of-way.

Section 17-1 of the Tyler City Code requires anyone other than City franchisees desiring to use a portion of public right-of-way for a private business or personal use to first obtain a right-of-way easement from the City. Applications for right-of-way easements shall be filed with the City Engineer and those that are permanent in nature shall require approval of the City Council. Staff has reviewed the application and recommends approval.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to sign an indefinite right-of-way use agreement with Dogwood Park Holdings, LLC for the purpose of installing and maintaining a neighborhood sign in the City of Tyler right-of-way.

Attachments:
Dogwood Indefinite Application Combined.pdf

Drafted/Recommended By:
Department Leader Cody Bain, Project Engineer/ROW Permit Manager

Edited/Submitted By:
City Manager

THE STATE OF TEXAS	§	**CITY OF TYLER**
	§	
	§	
CITY OF TYLER, TEXAS	§	
	§	
	§	**INDEFINITE PUBLIC**
COUNTY OF SMITH	§	**RIGHT-OF-WAY EASEMENT**

This Agreement is between the City of Tyler, Texas, hereinafter referred to as "City", and Dogwood Park Holdings LLC, the Grantee.

WHEREAS, the Tyler City Code in Section 17-1 allows the City Council under proper circumstances to grant an **indefinite** public right-of-way easement in return for a fee and compliance with certain requirements; and

WHEREAS, the Grantee has requested an **indefinite** public right-of-way easement as follows:

1. **Grant of Easement.**

   For and in consideration of an easement fee of $350.00 plus compliance with certain requirements, Grantee is given permission to utilize the public right-of-way, as described more fully below and as shown in **Exhibit "A."**

2. **Purpose.**

   The purpose of this permission is solely to install and maintain boulevard style masonry neighborhood sign and associated landscaping within City of Tyler right-of-way.
   The Grantee will maintain, into perpetuity, all improvements made according to this agreement in the right-of-way at no cost to the City.

3. **Indemnity.**

   TO THE EXTENT PERMITTED BY LAW, GRANTEE AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND CITY, CITY'S OFFICERS, AGENTS, EMPLOYEES, AND REPRESENTATIVES FROM AND AGAINST ALL LIABILITY FOR ANY AND ALL CLAIMS, LIENS, SUITS, DEMANDS, AND/OR ACTIONS FOR DAMAGES, INJURIES, INJURIES TO PERSONS (INCLUDING DEATH) PROPERTY DAMAGE (INCLUDING LOSS OF USE), AND EXPENSES, INCLUDING COURT COSTS AND ATTORNEY'S FEES AND OTHER REASONABLE COST OCCASIONED BY OR FROM GRANTEE'S OCCUPANCY OR USE OF THE PREMISES DESCRIBED ABOVE AND/OR ACTIVITIES CONDUCTED IN CONNECTION WITH OR INCIDENTAL TO THIS EASEMENT AND ARISING OUT OF OR RESULTING FROM THE INTENTIONAL OR NEGLIGENT ACTS OF GRANTEE, ITS OFFICERS, AGENTS, OR EMPLOYEES, INCLUDING ALL SUCH CAUSES OF ACTION BASED ON COMMON, CONSTITUTIONAL, OR STATUTORY LAW, OR BASED IN WHOLE OR IN PART UPON THE NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF GRANTEE, ITS OFFICERS, AGENTS, EMPLOYEES OR VISITORS.

   GRANTEE FURTHER AGREES THAT IT SHALL AT ALL TIMES EXERCISE REASONABLE PRECAUTIONS ON BEHALF OF, AND BE SOLELY RESPONSIBLE FOR, THE SAFETY OF GRANTEE'S OFFICERS, AGENTS, EMPLOYEES, CUSTOMERS, VISITORS, AND OTHER PERSONS AS WELL AS THEIR PROPERTY WHILE IN OR UPON THE SUBJECT PREMISES. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT CITY IS NOT A

PARTNER, COVENTURER, EMPLOYER OR AGENT OF GRANTEE AND THAT CITY SHALL NOT BE LIABLE OR RESPONSIBLE, IN ANY FORM OR MANNER, DIRECTLY OR INDIRECTLY, FOR THE NEGLIGENCE OF GRANTEE, GRANTEE'S AGENTS, SERVANTS, EMPLOYEES, CUSTOMERS AND VISITORS.

FURTHER, CITY ASSUMES NO RESPONSIBILITY OR LIABILITY FOR HARM, INJURY, OR ANY DAMAGING EVENTS WHICH ARE DIRECTLY OR INDIRECTLY ATTRIBUTABLE TO PREMISES DEFECTS IN IMPROVEMENTS CONSTRUCTED BY GRANTEE WHICH MAY NOW EXIST OR WHICH MAY HEREAFTER BE CONSTRUCTED BY GRANTEE, ANY AND ALL SUCH DEFECTS BEING EXPRESSLY WAIVED BY GRANTEE. GRANTEE UNDERSTANDS AND AGREES THAT THIS INDEMNITY PROVISION SHALL APPLY TO ANY AND ALL CLAIMS, SUITS, DEMANDS, AND/OR ACTIONS BASED UPON OR ARISING FROM ANY SUCH PREMISES DEFECTS OR CONDITIONS, INCLUDING BUT NOT LIMITED TO ANY SUCH CLAIM ASSERTED BY OR ON BEHALF OF GRANTEE OR ANY OF GRANTEE'S MEMBERS, AGENTS, EMPLOYEES, CUSTOMERS, OR VISITORS.

IT IS FURTHER AGREED WITH RESPECT TO THE ABOVE INDEMNITY THAT CITY AND GRANTEE WILL PROVIDE THE OTHER PROMPT AND TIMELY NOTICE OF ANY EVENT COVERED WHICH IN ANY WAY, DIRECTLY OR INDIRECTLY, CONTINGENTLY OR OTHERWISE, AFFECTS OR MIGHT ADVERSELY AFFECT GRANTEE OR CITY AND CITY SHALL HAVE THE RIGHT TO COMPROMISE AND DEFEND THE SAME TO THE EXTENT OF ITS OWN INTERESTS.

GRANTEE FURTHER AGREES THAT THIS INDEMNITY PROVISION SHALL BE CONSIDERED AS AN ADDITIONAL REMEDY FOR CITY AND NOT AS AN EXCLUSIVE REMEDY.

4. **Requirements.**

During the term hereof, Grantee shall maintain the above-described premises in a safe, operationally sound condition at all times and, upon termination hereof, shall restore the property to its prior condition in a manner reasonably satisfactory to the City Engineer.

5. **Termination.**

a. City shall have the right to revoke or cancel this permission at any time for non-compliance with the terms and conditions hereof upon thirty (30) days written notice by certified mail to Grantee.

b. In the event of revocation, cancellation or termination of this permission for any reason, all improvements placed on the premises by Grantee shall immediately revert to the ownership of City.

c. In the event Grantee shall permit any City taxes assessed against it to become delinquent, and fails to cure such delinquency within ten (10) days, then all rights and privileges of Grantee under this permission agreement shall automatically cease and terminate.

6. **Construction Requirements.**

Grantee shall be responsible for verifying all locations of utilities involving water and sewer. Open cut construction shall be required for all construction within 10 feet of a water or sewer line that is greater than 12 inches in diameter. In the erection and placement of improvements hereunder, Grantee shall comply with all ordinances and regulations of the City of Tyler.

7. **Removal or Relocation of Improvements**.

   Grantee shall remove or relocate the improvements located within the area described at its own expense whenever requested to do so by City. City shall provide thirty (30) days' notice to Grantee before requiring removal or relocation of the improvements.

8. **Venue.**

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

9. **Amendment.**

   This Agreement may be modified or amended only by writing signed by each of the parties hereto, and only upon approval of the City.

10. **Notices.**

    Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given upon deposit in the United States Mail, Certified Mail, Return Receipt Requested, postage prepaid, and addressed to the parties at the addresses given below (or such other address or addresses which any party may designate for itself from time to time hereafter by written notice to the other party):

CITY:		**GRANTEE:**	
Name	City of Tyler	Name	Dogwood Park Holdings LLC
Address	Attn: City Engineer	Address	17044 FM 2493
	P.O. Box 2039		Flint, TX 75762
	Tyler, TX 75710		
Phone	(903) 531-1126	Phone	903 - 752 - 4926

THIS AGREEMENT is made and entered into this _____ day of _____, A.D. 20____.

FOR THE CITY OF TYLER, TEXAS:

By: _____
Edward Broussard
City Manager

ATTEST:

By: _____
Cassandra Brager
City Clerk

APPROVED:

By: _____
Printed Name:
City Attorney's Office

RECOMMENDED:

By: _____
Darin Jennings
City Engineer

Council Agenda Item: _____
Council Approval Date: _____

FOR THE GRANTEE:

By: _____
Printed Name:
Title:

THE STATE OF TEXAS §
§
COUNTY OF SMITH §

GRANTEE'S ACKNOWLEDGEMENT

This instrument was acknowledged before me this _____ day of _____, 20____, by _____.

_____
Notary Public In and For The State of Texas

My Commission Expires: _____

_____
Notary's Printed Name

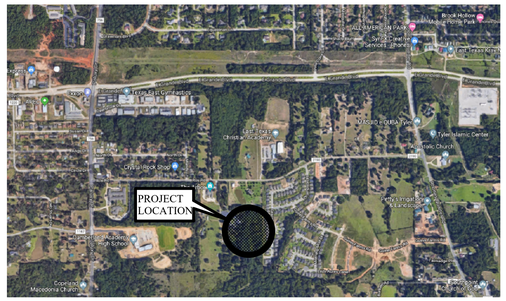
Exhibit "A."

Attach project scope and 11”X17” project plans here.

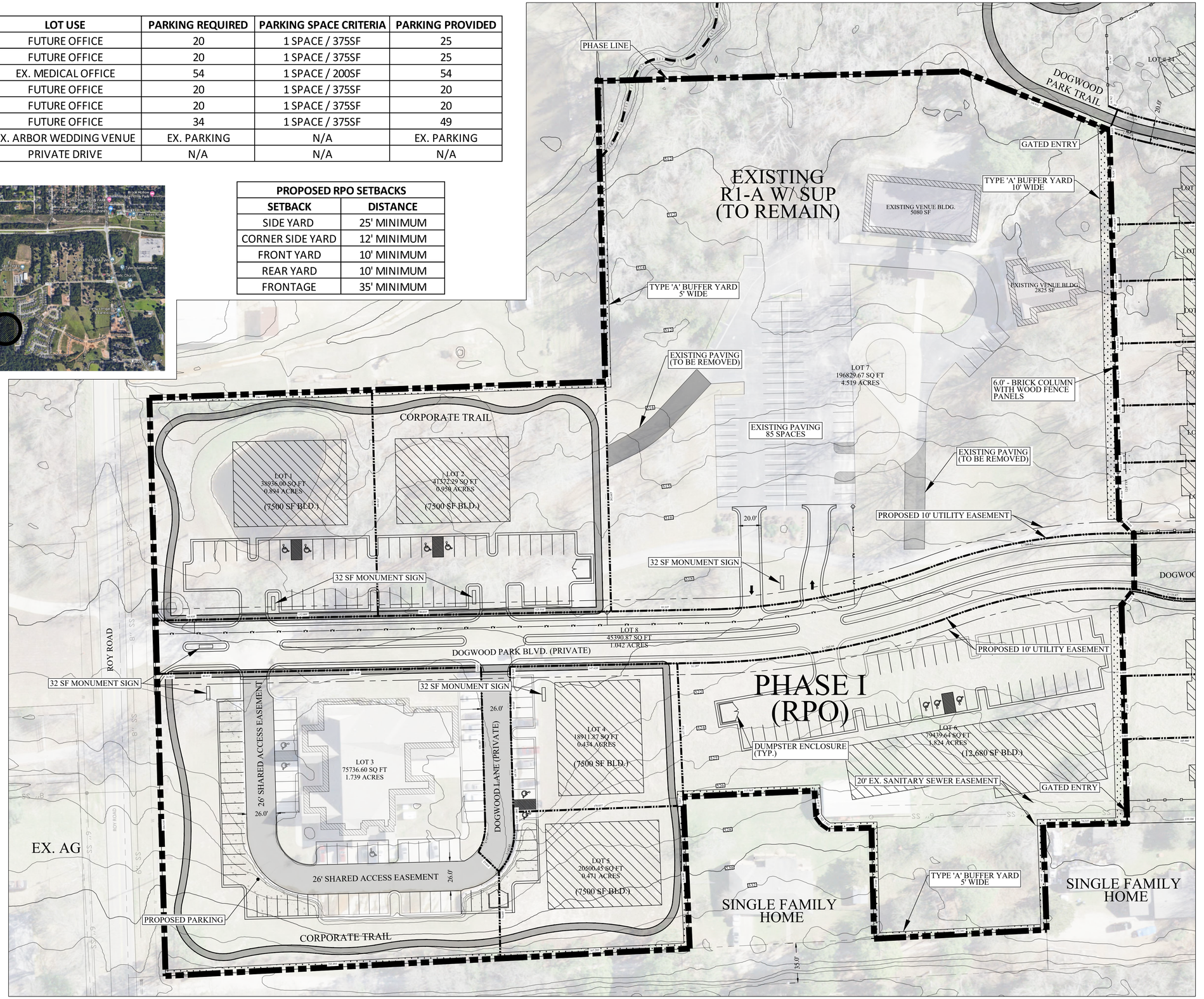
Return complete application to the City of Tyler Engineering Department:

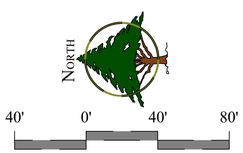
- In person: 511 W. Locust Street, Tyler, TX 75702
- By mail: PO Box 2039, Tyler, TX 75710
- By email: RightOfPermits@tylertexas.com

PROPOSED LOTS	LOT USE	PARKING REQUIRED	PARKING SPACE CRITERIA	PARKING PROVIDED
LOT 1	FUTURE OFFICE	20	1 SPACE / 375SF	25
LOT 2	FUTURE OFFICE	20	1 SPACE / 375SF	25
LOT 3	EX. MEDICAL OFFICE	54	1 SPACE / 200SF	54
LOT 4	FUTURE OFFICE	20	1 SPACE / 375SF	20
LOT 5	FUTURE OFFICE	20	1 SPACE / 375SF	20
LOT 6	FUTURE OFFICE	34	1 SPACE / 375SF	49
LOT 7	EX. ARBOR WEDDING VENUE	EX. PARKING	N/A	EX. PARKING
LOT 10	PRIVATE DRIVE	N/A	N/A	N/A



PROPOSED RPO SETBACKS	
SETBACK	DISTANCE
SIDE YARD	25' MINIMUM
CORNER SIDE YARD	12' MINIMUM
FRONT YARD	10' MINIMUM
REAR YARD	10' MINIMUM
FRONTAGE	35' MINIMUM





REVISIONS:

212 West Ninth Street
Tyler, Texas 75701
903-597-6606
903-597-0517 Fax
TBPE No. F-14571

MHS
PLANNING & DESIGN, LLC

SITE INFORMATION

DEVELOPER:
DOGWOOD PARK HOLDINGS LLC
6115 NEW COPELAND ROAD
TYLER, TX 75703
ZONING (EX): R-1A, R-1A, W/SUP, AG, MPO
ZONING (PROP.):RPO
ACREAGE: 11.86 AC.

PLAN INFORMATION

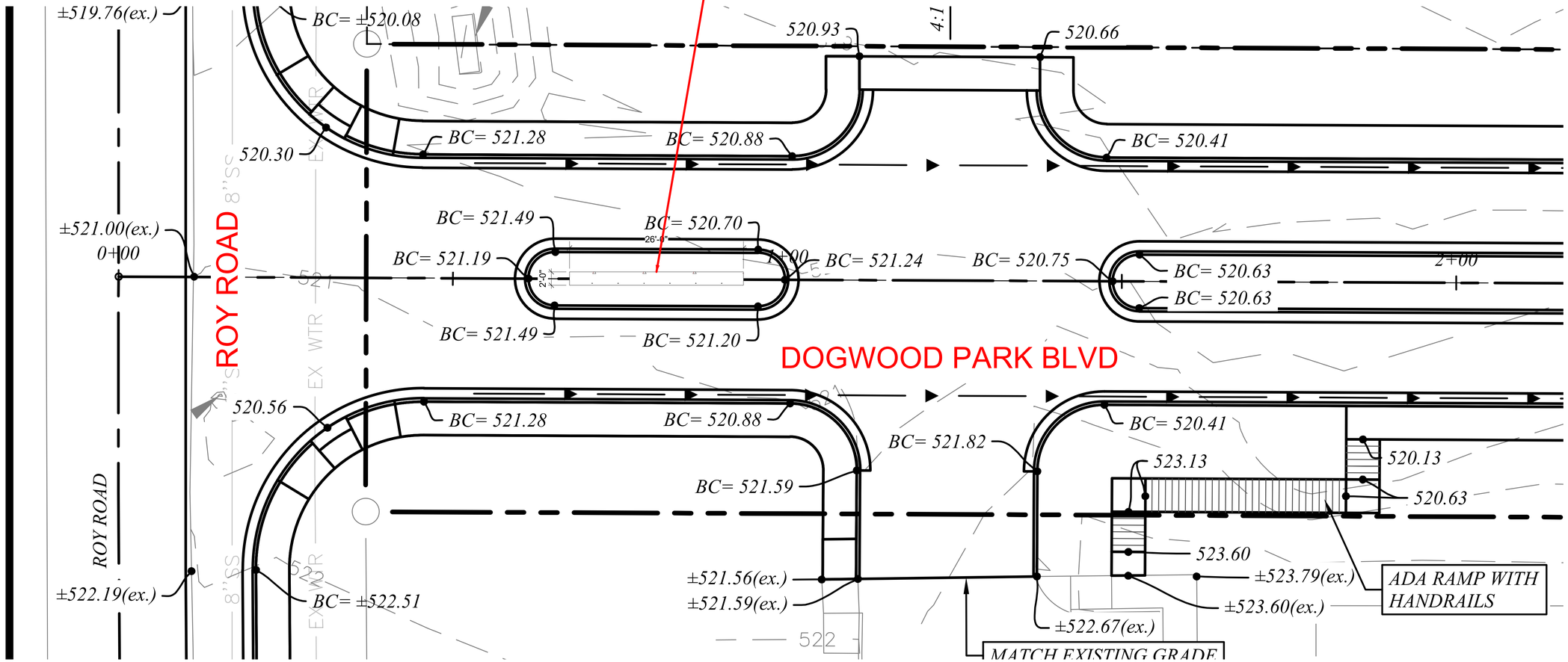
PARKING, LANDSCAPING, SCREENING AND SIGNAGE TO BE PROVIDED IN ACCORDANCE WITH THE RPO ZONING REQUIREMENTS INCLUDED IN THE UDC.

PD18-028
SITE PLAN
DOGWOOD PARK DEVELOPMENT
CITY OF TYLER, TEXAS

DRAWN:	SPF
CHECKED:	WHS
DATE:	JUNE 2018
SCALE:	AS SHOWN
JOB NO.:	17-018

1 OF 1

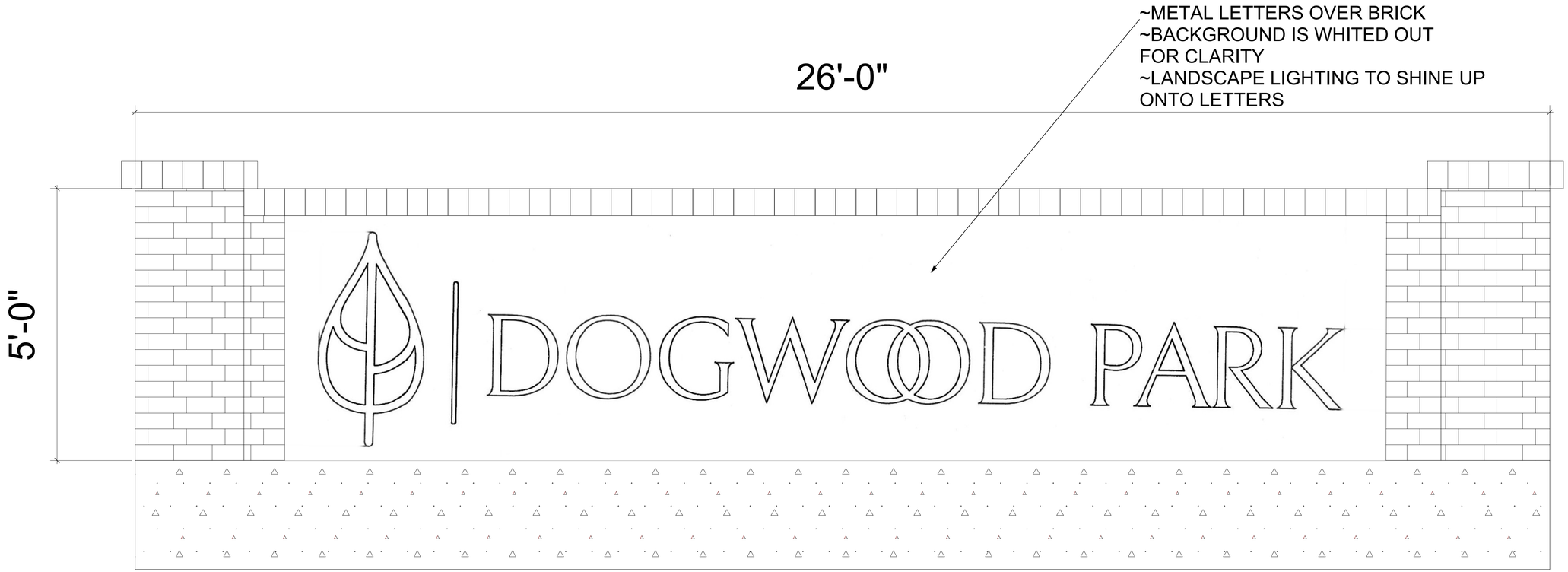
PROPOSED LOCATION OF BLVD SIGN
LOCATION IS IN ROW MEDIAN
ONGOING MAINTENANCE TO BE BY HOMEOWNER'S ASSOCIATION



DOGWOOD PARK SUBDIVSION

PROPOSED BLVD SIGN

HUNT



DOGWOOD PARK SUBDIVSION

PROPOSED BLVD SIGN

HUNT

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-14

Date: November 12, 2025

Subject: Request that the City Council consider authorizing the City Manager to execute a construction contract with Reynolds and Kay, Ltd., for the construction of the VES Parking Lot Replacement Area D Project for the amount of $492,917.60.

Item Reference:

The Vehicle Services Department has multiple areas of the vehicle parking surfaces that are deteriorated or failing, and the department is repeatedly having to replace each area of pavement. Parking Lot Area D, as previously identified in planning documents, is the primary parking and staging area for the City garbage trucks. C.T. Brannon Engineering and Consulting was retained in July 2025 to provide the engineering design for the new concrete pavement to replace the existing pavement of Parking Lot Area D. Brannon completed their engineering design in September 2025 and assisted the City with the advertisement and collection of bids for the construction of the project.

Ten bids were received on Tuesday, October 14, 2025. The two lowest bids were disqualified due to incomplete and/or indiscernible discrepancies in their proposals so the City will go with the third lowest bidder - Reynolds and Kay Ltd., with a bid of $492,917.60. The bid was within 1% of the engineering estimate for this project. Therefore, the Engineering Department recommends acceptance of the contract with Reynolds and Kay Ltd., with construction scheduled to start in December 2025.

This project is funded with the Vehicle Services budget from the General Fund

RECOMMENDATION:

It is requested that the City Council authorize the City Manager to execute a construction contract with Reynolds and Kay, Ltd. for the construction of the Vehicle Services (VES) Parking Lot Replacement Area D Project for the amount of $492,917.60.

Attachments:
25047-Detailed Bid Tab
As-Read Bid Results
25047 - Tyler; VES Parking Lot - Plans for Bidding

Drafted/Recommended By:
Department Leader Cody Bain P.E., Project Manager

Edited/Submitted By:
City Manager

325

City of Tyler
VES PARKING LOT REPLACEMENT AREA D

DETAILED BID TAB

Bid Date: October 14, 2025; Local Funds; The C.T. Brannon Corporation No. 25047

ITEM NO.	DESCRIPTION AND UNIT PRICE	QUANTITY	UNIT	Engineer's Estimate UNIT PRICE	Engineer's Estimate TOTAL PRICE	Craig's Dirt Service P.O. Box 2627 Lindale, Texas 75771 UNIT PRICE	Craig's Dirt Service TOTAL PRICE	Reynolds and Kay P.O. Box 88 Tyler, Texas 75710 UNIT PRICE	Reynolds and Kay TOTAL PRICE	Fritcher Construction Services 14394 FM 2868 Flint, Texas 75762 UNIT PRICE	Fritcher Construction Services TOTAL PRICE	Precision Civil, LLC 16601 FM 346 E Troup, Texas 75789 UNIT PRICE	Precision Civil, LLC TOTAL PRICE	Capps-Capco Construction Inc. 13044 CR 192 Tyler, Texas 75703 UNIT PRICE	Capps-Capco Construction Inc. TOTAL PRICE	Hartbeat Construction 15160 Hwy 155 South Tyler, Texas 75703 UNIT PRICE	Hartbeat Construction TOTAL PRICE	Dynasty Development 1350 Dominion Plaza Tyler, Texas 75703 UNIT PRICE	Dynasty Development TOTAL PRICE	RVP Construction Inc. 210 East Loop 390 North Marshall, Texas 75672 UNIT PRICE	RVP Construction Inc. TOTAL PRICE	L&L Asphalt 3457 Shiloh Road Tyler, Texas 75710 UNIT PRICE	L&L Asphalt TOTAL PRICE	Buck Up Services, LLC 9120 County Road 1405 Athens, Texas 75751 UNIT PRICE	Buck Up Services, LLC TOTAL PRICE
OVERALL ITEMS:																									
1	Provide a **100% Performance and Payment Bond**, and Maintenance Bond, in approved format, to City of Tyler, complete for _____ Dollars and _____ Cents per lump sum	1	LS	$ 2,000.00	$ 2,000.00	$ 9,563.00	$ 9,563.00	$ 4,410.00	$ 4,410.00	$ 9,930.00	$ 9,930.00	$ 9,800.00	$ 9,800.00	$ 15,300.00	$ 15,300.00	$ 9,500.00	$ 9,500.00	$12,200.00	$ 12,200.00	$ 8,850.00	$ 8,850.00	$ 5,255.00	$ 5,255.00	$ 9,241.00	$ 9,241.00
2	Provide required **insurance**, including Liability Insurance, with the Owner and Engineer named as additional insured, complete for _____ Dollars and _____ Cents per each	1	EA	$ 2,874.00	$ 2,874.00	$ 500.00	$ 500.00	$ 5,000.00	$ 5,000.00	$ 1,800.00	$ 1,800.00	$ 4,100.00	$ 4,100.00	$ 10,200.00	$ 10,200.00	$ 8,500.00	$ 8,500.00	$ 2,000.00	$ 2,000.00	$ 5,000.00	$ 5,000.00	$ 9,100.00	$ 9,100.00	$ 23,103.00	$ 23,103.00
500	**Mobilization** at site location, complete for _____ Dollars and _____ Cents per site	1	EA	$ 5,000.00	$ 5,000.00	$ 6,373.00	$ 6,373.00	$18,000.00	$ 18,000.00	$ 14,200.00	$ 14,200.00	$20,100.00	$ 20,100.00	$ 15,000.00	$ 15,000.00	$17,770.00	$ 17,770.00	$20,000.00	$ 20,000.00	$35,961.00	$ 35,961.00	$ 3,500.00	$ 3,500.00	$ 23,103.00	$ 23,103.00
1000	**Contingency** _____ Dollars and _____ Cents per lump sum	1	LS	**$30,000.00**	$ 30,000.00	**$30,000.00**	$ 30,000.00	**$30,000.00**	$ 30,000.00	**$ 30,000.00**	$ 30,000.00	**$30,000.00**	$ 30,000.00	**$ 30,000.00**	$ 30,000.00	**$30,000.00**	$ 30,000.00	**$30,000.00**	$ 30,000.00	**$30,000.00**	$ 30,000.00	**$30,000.00**	$ 30,000.00	**$ 30,000.00**	$ 30,000.00
PAVING AND DRAINAGE IMPROVEMENT ITEMS:																									
100	**Remove existing concrete curb inlet**, complete for _____ Dollars and _____ Cents per each	1	EA	$ 1,500.00	$ 1,500.00	$ 2,000.00	$ 2,000.00	$ 600.00	$ 600.00	$ 2,500.00	$ 2,500.00	$ 1,500.00	$ 1,500.00	$ 1,850.00	$ 1,850.00	$ 2,500.00	$ 2,500.00	$ 1,850.00	$ 1,850.00	$ 1,000.00	$ 1,000.00	$ 2,000.00	$ 2,000.00	$ 1,500.00	$ 1,500.00
100	**Remove existing asphalt pavement**, complete for _____ Dollars and _____ Cents per square yard	192	SY	$ 15.00	$ 2,880.00	$ 4.16	$ 798.72	$ 10.00	$ 1,920.00	$ 10.00	$ 1,920.00	$ 10.00	$ 1,920.00	$ 15.00	$ 2,880.00	$ 18.00	$ 3,456.00	$ 10.00	$ 1,920.00	$ 20.00	$ 3,840.00	$ 4.50	$ 864.00	$ 2,304.00	$ 442,368.00
105-A	Saw cut and **remove existing concrete pavement**, complete for _____ Dollars and _____ Cents per square yard	2,803	SY	$ 10.00	$ 28,030.00	$ 3.45	$ 9,670.35	$ 15.00	$ 42,045.00	$ 12.00	$ 33,636.00	$ 15.00	$ 42,045.00	$ 18.00	$ 50,454.00	$ 20.00	$ 56,060.00	$ 35.00	$ 98,105.00	$ 30.00	$ 84,090.00	$ 19.40	$ 54,378.20	$100,000.00	$280,300,000.00
105-B	Saw cut and **remove existing concrete curb**, complete for _____ Dollars and _____ Cents per linear foot	11	LF	$ 10.00	$ 110.00	$ 18.18	$ 199.98	$ 16.00	$ 176.00	$ 75.00	$ 825.00	$ 50.00	$ 550.00	$ 40.00	$ 440.00	$ 22.00	$ 242.00	$ 50.00	$ 550.00	$ 50.00	$ 550.00	$ 35.00	$ 385.00	$ 132.00	$ 1,452.00
110-A	Furnish all labor, tools, equipment, supervision and any other requisite necessary to perform unclassified **excavation**, (density control) complete and in place, for _____ Dollars and _____ Cents per cubic yard	355	CY	$ 15.00	$ 5,325.00	$ 8.00	$ 2,840.00	$ 15.00	$ 5,325.00	$ 12.00	$ 4,260.00	$ 10.00	$ 3,550.00	$ 12.00	$ 4,260.00	$ 7.00	$ 2,485.00	$ 12.00	$ 4,260.00	$ 30.00	$ 10,650.00	$ 34.80	$ 12,354.00	$ 7,810.00	$ 2,772,550.00

City of Tyler
VES PARKING LOT REPLACEMENT AREA D

DETAILED BID TAB

Bid Date: October 14, 2025; Local Funds; The C.T. Brannon Corporation No. 25047

ITEM NO.	DESCRIPTION AND UNIT PRICE	QUANTITY	UNIT	Engineer's Estimate		Craig's Dirt Service P.O. Box 2627 Lindale, Texas 75771		Reynolds and Kay P.O. Box 88 Tyler, Texas 75710		Fritcher Construction Services 14394 FM 2868 Flint, Texas 75762		Precision Civil, LLC 16601 FM 346 E Troup, Texas 75789		Capps-Capco Construction Inc. 13044 CR 192 Tyler, Texas 75703		Hartbeat Construction 15160 Hwy 155 South Tyler, Texas 75703		Dynasty Development 1350 Dominion Plaza Tyler, Texas 75703		RVP Construction Inc. 210 East Loop 390 North Marshall, Texas 75672		L&L Asphalt 3457 Shiloh Road Tyler, Texas 75710		Buck Up Services, LLC 9120 County Road 1405 Athens, Texas 75751	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
110-B	Furnish all labor, tools, equipment, supervision and any other requisite necessary to perform unclassified **undercut,** complete and in place, for _____ Dollars and _____ Cents per cubic yard	200	CY	$ 10.00	$ 2,000.00	$ 30.00	$ 6,000.00	$ 18.00	$ 3,600.00	$ 12.00	$ 2,400.00	$ 11.00	$ 2,200.00	$ 8.00	$ 1,600.00	$ 7.00	$ 1,400.00	$ 10.00	$ 2,000.00	$ 30.00	$ 6,000.00	$ 25.00	$ 5,000.00	$ 7,000.00	$ 1,400,000.00
132	Furnish **Select Borrow from Off-Site as necessary** (select fill) (Minimum CBR of 7%) (Density Control) (Final), complete and in place, for _____ Dollars and _____ Cents per cubic yard	200	CY	$ 18.00	$ 3,600.00	$ 18.44	$ 3,688.00	$ 25.00	$ 5,000.00	$ 24.00	$ 4,800.00	$ 25.00	$ 5,000.00	$ 28.00	$ 5,600.00	$ 35.00	$ 7,000.00	$ 22.50	$ 4,500.00	$ 40.00	$ 8,000.00	$ 30.00	$ 6,000.00	$ 7,600.00	$ 1,520,000.00
275-A	Furnish **6" cement treatment** (4%) at application rate of 20 lbs/sy (Quantity calculated on 75% of 3,118 sy), _____ Dollars and _____ Cents per ton	23	TN	$ 200.00	$ 4,600.00	$ 335.00	$ 7,705.00	$ 295.00	$ 6,785.00	$ 256.00	$ 5,888.00	$ 380.00	$ 8,740.00	$ 250.00	$ 5,750.00	$ 200.00	$ 4,600.00	$ 325.00	$ 7,475.00	$ 350.00	$ 8,050.00	$ 403.00	$ 9,269.00	$ 5,920.00	$ 136,160.00
275-B	Install **6" cement treatment** (4%) at application rate of 20 lbs/sy (Quantity calculated on 75% of 3,118 sy), complete _____ Dollars and _____ Cents per square yard	2,338	SY	$ 4.50	$ 10,521.00	$ 4.76	$ 11,128.88	$ 4.20	$ 9,819.60	$ 8.00	$ 18,704.00	$ 11.25	$ 26,302.50	$ 7.25	$ 16,950.50	$ 12.00	$ 28,056.00	$ 5.50	$ 12,859.00	$ 6.00	$ 14,028.00	$ 5.25	$ 12,274.50	$ 14,028.00	$ 32,797,464.00
260-A	Furnish **6" lime treatment** (4%) at application rate of 30 lbs/sy (Quantity calculated on 75% of 3,118 sy), complete _____ Dollars and _____ Cents per ton	35	TN	$ 200.00	$ 7,000.00	$ 365.00	$ 12,775.00	$ 385.00	$ 13,475.00	$ 375.00	$ 13,125.00	$ 330.00	$ 11,550.00	$ 210.00	$ 7,350.00	$ 180.00	$ 6,300.00	$ 407.00	$ 14,245.00	$ 500.00	$ 17,500.00	$ 455.00	$ 15,925.00	$ 11,690.00	$ 409,150.00
260-B	Install **6" lime treatment** (4%) at application rate of 30 lbs/sy (Quantity calculated on 75% of 3,118 sy), complete _____ Dollars and _____ Cents per square yard	2,338	SY	$ 5.00	$ 11,690.00	$ 5.80	$ 13,560.40	$ 8.00	$ 18,704.00	$ 8.00	$ 18,704.00	$ 10.00	$ 23,380.00	$ 7.25	$ 16,950.50	$ 10.00	$ 23,380.00	$ 11.00	$ 25,718.00	$ 7.00	$ 16,366.00	$ 4.50	$ 10,521.00	$ 14,028.00	$ 32,797,464.00
360-A	Furnish and install **8-inch reinforced concrete paving (4,000 psi)**, complete and in place, for _____ Dollars and _____ Cents per square yard	3,118	SY	$ 110.00	$ 342,980.00	$ 87.40	$ 272,513.20	$ 93.00	$ 289,974.00	$ 96.00	$ 299,328.00	$ 85.00	$ 265,030.00	$ 99.00	$ 308,682.00	$ 106.00	$ 330,508.00	$ 105.75	$ 329,728.50	$ 94.00	$ 293,092.00	$ 130.50	$ 406,899.00	$152,491.00	$475,466,938.00
360-B	Remove and replace existing **concrete ADA ramp**, complete and in place, for _____ Dollars and _____ Cents per each	1	EA	$ 2,000.00	$ 2,000.00	$ 500.00	$ 500.00	$ 2,000.00	$ 2,000.00	$ 2,900.00	$ 2,900.00	$ 3,500.00	$ 3,500.00	$ 3,850.00	$ 3,850.00	$ 2,400.00	$ 2,400.00	$ 7,234.50	$ 7,234.50	$ 3,500.00	$ 3,500.00	$ 3,500.00	$ 3,500.00	$ 3,000.00	$ 3,000.00
529	Furnish and install **concrete curb**, complete and in place, for _____ Dollars and _____ Cents per linear foot	10	LF	$ 75.00	$ 750.00	$ 10.00	$ 100.00	$ 33.00	$ 330.00	$ 200.00	$ 2,000.00	$ 150.00	$ 1,500.00	$ 120.00	$ 1,200.00	$ 30.00	$ 300.00	$ 16.70	$ 167.00	$ 50.00	$ 500.00	$ 60.00	$ 600.00	$ 300.00	$ 3,000.00
465-A	Provide for **raising sand/oil manhole** to match proposed grade, complete and in place, for _____ Dollars and _____ Cents per each	2	EA	$ 400.00	$ 800.00	$ 600.00	$ 1,200.00	$ 450.00	$ 900.00	$ 450.00	$ 900.00	$ 500.00	$ 1,000.00	$ 500.00	$ 1,000.00	$ 77.00	$ 154.00	$ 225.00	$ 450.00	$ 3,000.00	$ 6,000.00	$ 750.00	$ 1,500.00	$ 1,200.00	$ 2,400.00
465-B	Provide for **raising existing sewer manholes** to match proposed grade, complete and in place, for _____ Dollars and _____ Cents per each	2	EA	$ 400.00	$ 800.00	$ 600.00	$ 1,200.00	$ 450.00	$ 900.00	$ 450.00	$ 900.00	$ 500.00	$ 1,000.00	$ 500.00	$ 1,000.00	$ 77.00	$ 154.00	$ 225.00	$ 450.00	$ 25.00	$ 50.00	$ 650.00	$ 1,300.00	$ 2,400.00	$ 4,800.00

City of Tyler
VES PARKING LOT REPLACEMENT AREA D

DETAILED BID TAB

Bid Date: October 14, 2025; Local Funds; The C.T. Brannon Corporation No. 25047

ITEM NO.	DESCRIPTION AND UNIT PRICE	QUANTITY	UNIT	Engineer's Estimate UNIT PRICE	Engineer's Estimate TOTAL PRICE	Craig's Dirt Service P.O. Box 2627 Lindale, Texas 75771 UNIT PRICE	Craig's Dirt Service TOTAL PRICE	Reynolds and Kay P.O. Box 88 Tyler, Texas 75710 UNIT PRICE	Reynolds and Kay TOTAL PRICE	Fritcher Construction Services 14394 FM 2868 Flint, Texas 75762 UNIT PRICE	Fritcher Construction Services TOTAL PRICE	Precision Civil, LLC 16601 FM 346 E Troup, Texas 75789 UNIT PRICE	Precision Civil, LLC TOTAL PRICE	Capps-Capco Construction Inc. 13044 CR 192 Tyler, Texas 75703 UNIT PRICE	Capps-Capco Construction Inc. TOTAL PRICE	Hartbeat Construction 15160 Hwy 155 South Tyler, Texas 75703 UNIT PRICE	Hartbeat Construction TOTAL PRICE	Dynasty Development 1350 Dominion Plaza Tyler, Texas 75703 UNIT PRICE	Dynasty Development TOTAL PRICE	RVP Construction Inc. 210 East Loop 390 North Marshall, Texas 75672 UNIT PRICE	RVP Construction Inc. TOTAL PRICE	L&L Asphalt 3457 Shiloh Road Tyler, Texas 75710 UNIT PRICE	L&L Asphalt TOTAL PRICE	Buck Up Services, LLC 9120 County Road 1405 Athens, Texas 75751 UNIT PRICE	Buck Up Services, LLC TOTAL PRICE
465-C	Provide for **raising storm manhole** to match proposed grade, complete and in place, for Dollars and Cents per each	1	EA	$ 400.00	$ 400.00	$ 600.00	$ 600.00	$ 450.00	$ 450.00	$ 450.00	$ 450.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 77.00	$ 77.00	$ 225.00	$ 225.00	$ 3,500.00	$ 3,500.00	$ 650.00	$ 650.00	$ 1,200.00	$ 1,200.00
666	Furnish and install permanent **4-inch wide yellow parking lot stripes** and markings, without glass spheres, using TT-P-1952 Water Emulsion Base paint, complete and in place, for Dollars and Cents per lump sum	1	LS	$ 4,500.00	$ 4,500.00	$ 1,000.00	$ 1,000.00	$ 1,700.00	$ 1,700.00	$ 1,093.00	$ 1,093.00	$ 2,200.00	$ 2,200.00	$ 1,750.00	$ 1,750.00	$ 3,500.00	$ 3,500.00	$ 2,000.00	$ 2,000.00	$ 2,500.00	$ 2,500.00	$ 650.00	$ 650.00	$ 1,000.00	$ 1,000.00
464-A	Furnish and install Class III **18-inch Reinforced Concrete Pipe**, complete and in place, for Dollars and Cents per linear foot	8	LF	$ 100.00	$ 800.00	$ 400.00	$ 3,200.00	$ 77.00	$ 616.00	$ 904.00	$ 7,232.00	$ 350.00	$ 2,800.00	$ 90.00	$ 720.00	$ 55.00	$ 440.00	$ 125.00	$ 1,000.00	$ 250.00	$ 2,000.00	$ 100.00	$ 800.00	$ 1,280.00	$ 10,240.00
464-B	Provide **Trench Safety**, complete and in place, for Dollars and Cents per linear foot	8	LF	$ 5.00	$ 40.00	$ 50.00	$ 400.00	$ 1.00	$ 8.00	$ 25.00	$ 200.00	$ 100.00	$ 800.00	$ 10.00	$ 80.00	$ 80.00	$ 640.00	$ 50.00	$ 400.00	$ 200.00	$ 1,600.00	$ 25.00	$ 200.00	$ 80.00	$ 640.00
465-A	Furnish and install standard **5-ft. (ID) concrete curb inlet with rear opening**, complete and in place, for Dollars and Cents per each	1	EA	$ 7,000.00	$ 7,000.00	$10,000.00	$ 10,000.00	$ 6,200.00	$ 6,200.00	$ 3,415.00	$ 3,415.00	$ 6,500.00	$ 6,500.00	$ 8,500.00	$ 8,500.00	$ 9,600.00	$ 9,600.00	$ 6,000.00	$ 6,000.00	$ 7,500.00	$ 7,500.00	$ 6,400.00	$ 6,400.00	$ 6,800.00	$ 6,800.00
465-B	Furnish and install standard **10-ft. (ID) concrete curb inlet**, complete and in place, for Dollars and Cents per each	1	EA	$10,000.00	$ 10,000.00	$12,000.00	$ 12,000.00	$ 9,300.00	$ 9,300.00	$ 3,476.00	$ 3,476.00	$11,500.00	$ 11,500.00	$ 9,875.00	$ 9,875.00	$16,000.00	$ 16,000.00	$ 7,050.00	$ 7,050.00	$13,700.00	$ 13,700.00	$ 8,000.00	$ 8,000.00	$ 9,800.00	$ 9,800.00
465-C	Furnish and install standard **48" x 48" (ID) concrete junction box**, complete and in place, for Dollars and Cents per each	1	EA	$ 5,000.00	$ 5,000.00	$ 9,500.00	$ 9,500.00	$ 6,400.00	$ 6,400.00	$ 5,073.00	$ 5,073.00	$ 9,500.00	$ 9,500.00	$ 8,400.00	$ 8,400.00	$ 2,200.00	$ 2,200.00	$ 5,045.00	$ 5,045.00	$ 8,000.00	$ 8,000.00	$ 8,625.00	$ 8,625.00	$ 4,500.00	$ 4,500.00
465-D	Furnish and install **crushed rock bedding for RCP as necessary**, complete and in place, for Dollars and Cents per cubic yard	2	CY	$ 100.00	$ 200.00	$ 400.00	$ 800.00	$ 90.00	$ 180.00	$ 162.00	$ 324.00	$ 150.00	$ 300.00	$ 150.00	$ 300.00	$ 100.00	$ 200.00	$ 110.00	$ 220.00	$ 1,500.00	$ 3,000.00	$ 175.00	$ 350.00	$ 240.00	$ 480.00
465-E	Furnish and install **connection to existing 36" Storm Drain**, complete and in place, for Dollars and Cents per each	1	EA	$ 800.00	$ 800.00	$ 4,000.00	$ 4,000.00	$ 2,000.00	$ 2,000.00	$ 2,500.00	$ 2,500.00	$ 1,200.00	$ 1,200.00	$ 2,500.00	$ 2,500.00	$ 1,500.00	$ 1,500.00	$ 500.00	$ 500.00	$ 3,500.00	$ 3,500.00	$ 2,500.00	$ 2,500.00	$ 3,200.00	$ 3,200.00
506-A	Comply with the **Storm Water Pollution Prevention Plan** for construction activities by installing, maintaining, monitoring, and inspecting erosion control devices and providing the necessary documentation and record keeping for the SWPPP, complete and in place for Dollars and Cents per each	1	EA	$ 1,500.00	$ 1,500.00	$ 1,000.00	$ 1,000.00	$ 5,000.00	$ 5,000.00	$ 1,500.00	$ 1,500.00	$ 2,500.00	$ 2,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 7,500.00	$ 7,500.00	$ 1,250.00	$ 1,250.00	$ 2,800.00	$ 2,800.00

City of Tyler
VES PARKING LOT REPLACEMENT AREA D

DETAILED BID TAB

Bid Date: October 14, 2025; Local Funds; The C.T. Brannon Corporation No. 25047

ITEM NO.	DESCRIPTION AND UNIT PRICE	QUANTITY	UNIT	Engineer's Estimate UNIT PRICE	Engineer's Estimate TOTAL PRICE	Craig's Dirt Service P.O. Box 2627 Lindale, Texas 75771 UNIT PRICE	Craig's Dirt Service TOTAL PRICE	Reynolds and Kay P.O. Box 88 Tyler, Texas 75710 UNIT PRICE	Reynolds and Kay TOTAL PRICE	Fritcher Construction Services 14394 FM 2868 Flint, Texas 75762 UNIT PRICE	Fritcher Construction Services TOTAL PRICE	Precision Civil, LLC 16601 FM 346 E Troup, Texas 75789 UNIT PRICE	Precision Civil, LLC TOTAL PRICE	Capps-Capco Construction Inc. 13044 CR 192 Tyler, Texas 75703 UNIT PRICE	Capps-Capco Construction Inc. TOTAL PRICE	Hartbeat Construction 15160 Hwy 155 South Tyler, Texas 75703 UNIT PRICE	Hartbeat Construction TOTAL PRICE	Dynasty Development 1350 Dominion Plaza Tyler, Texas 75703 UNIT PRICE	Dynasty Development TOTAL PRICE	RVP Construction Inc. 210 East Loop 390 North Marshall, Texas 75672 UNIT PRICE	RVP Construction Inc. TOTAL PRICE	L&L Asphalt 3457 Shiloh Road Tyler, Texas 75710 UNIT PRICE	L&L Asphalt TOTAL PRICE	Buck Up Services, LLC 9120 County Road 1405 Athens, Texas 75751 UNIT PRICE	Buck Up Services, LLC TOTAL PRICE
506-B	Furnish, install, and maintain **silt fence for erosion control**, around stockpiled material, in place and complete, for Dollars and Cents per linear foot	200	LF	$ 5.00	$ 1,000.00	$ 5.00	$ 1,000.00	$ 3.00	$ 600.00	$ 4.00	$ 800.00	$ 6.00	$ 1,200.00	$ 6.00	$ 1,200.00	$ 7.00	$ 1,400.00	$ 5.00	$ 1,000.00	$ 50.00	$ 10,000.00	$ 7.00	$ 1,400.00	$ 1,000.00	$ 200,000.00
502	Furnish, install, and maintain **Type III barricades**, in place and complete, for Dollars and Cents per each	3	EA	$ 100.00	$ 300.00	$ 400.00	$ 1,200.00	$ 500.00	$ 1,500.00	$ 312.00	$ 936.00	$ 450.00	$ 1,350.00	$ 100.00	$ 300.00	$ 500.00	$ 1,500.00	$ 250.00	$ 750.00	$ 1,000.00	$ 3,000.00	$ 350.00	$ 1,050.00	$ 300.00	$ 900.00
	SUBTOTAL OVERALL ITEMS:			$ 39,874.00		$ 46,436.00		$ 57,410.00		$ 55,930.00		$ 64,000.00		$ 70,500.00		$ 65,770.00		$ 64,200.00		$ 79,811.00		$ 47,855.00		$ 85,447.00	
	SUBTOTAL PAVING AND DRAINAGE IMPROVEMENT ITEMS:			$ 456,126.00		$ 390,579.53		$ 435,507.60		$ 439,789.00		$ 439,117.50		$ 465,442.00		$ 507,552.00		$ 537,202.00		$ 539,016.00		$ 574,644.70		$ 828,299,806.00	
	TOTAL:			$ 496,000.00		$ 437,015.53		$ 492,917.60		$ 495,719.00		$ 503,117.50		$ 535,942.00		$ 573,322.00		$ 601,402.00		$ 618,827.00		$ 622,499.70		$ 828,385,253.00	

*Unit prices not written in words
*Highlighted cells contained incorrect math on extension

*Highlighted cells contained discrepancy, words control

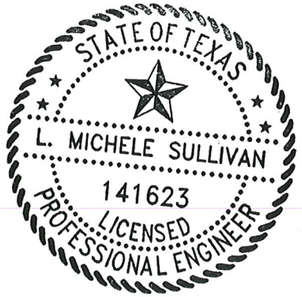
*Unit prices not written in words
*Highlighted cells contained incorrect math on extension

*Total prices written in words in lieu of unit prices

I, L. Michele Sullivan, Professional Engineer, No. 141623 do hereby certify that the above ten (10) sealed bids were received, opened, and read aloud in accordance with the advertised procedures and that this tabulation is a true and accurate representation of the bids received.

L. Michele Sullivan

L. Michele Sullivan, P.E., No. 141623
Texas Firm Registration No. F-242
The C. T. Brannon Corporation



Purchasing Department
Bid "As Read Results"

City of Tyler Bid No. / Description / Managing Department: 25-086 VES Parking Improvements / Engineering, C. Bain

Date Opened: October 14, 2025

	Vendor	Vendor	Vendor	Vendor	Vendor
	L+L Asphalt Corporation	Capps-Capco construction	Fritcher Construction Services	Hartbeat Construction	Reynolds + Kay, LTD.
Unit Cost					
Total	622,499.70	535,942.00	495,719.00	573,322.00	492,917.60
Bid Bond	✓	✓	✓	✓	✓
Addenda	#1	#1	#1	#1	#1
Base Bid					
Alternate 1					
Alternate 2					
Alternate 3					
Alternate 4					
Base Bid + Alternates					

Purchasing Personnel in attendance:

Purchasing Manager

Signature: _____

Purchasing Agent

Signature: _____

Purchasing Department
Bid "As Read Results"

City of Tyler Bid No. / Description / Managing Department: 25-086 VES Parking Improvements / Engineering, C. Bain

Date Opened: October 14, 2025

	Vendor	Vendor	Vendor	Vendor	Vendor
	Dynasty Development	RVP Construction	Craig's Dirt Service	Precision Civil, LLC	Buckup Services
Unit Cost					
Total	601,902.00	623,777.00	441,424.00	503,117.50	460,250.00
Bid Bond	✓	✓	✓	✓	✓
Addenda	#1	#1	#1	#1	#1
Base Bid					
Alternate 1					
Alternate 2					
Alternate 3					
Alternate 4					
Base Bid + Alternates					

Purchasing Personnel in attendance:

Purchasing Manager

Signature: _____

Purchasing Agent

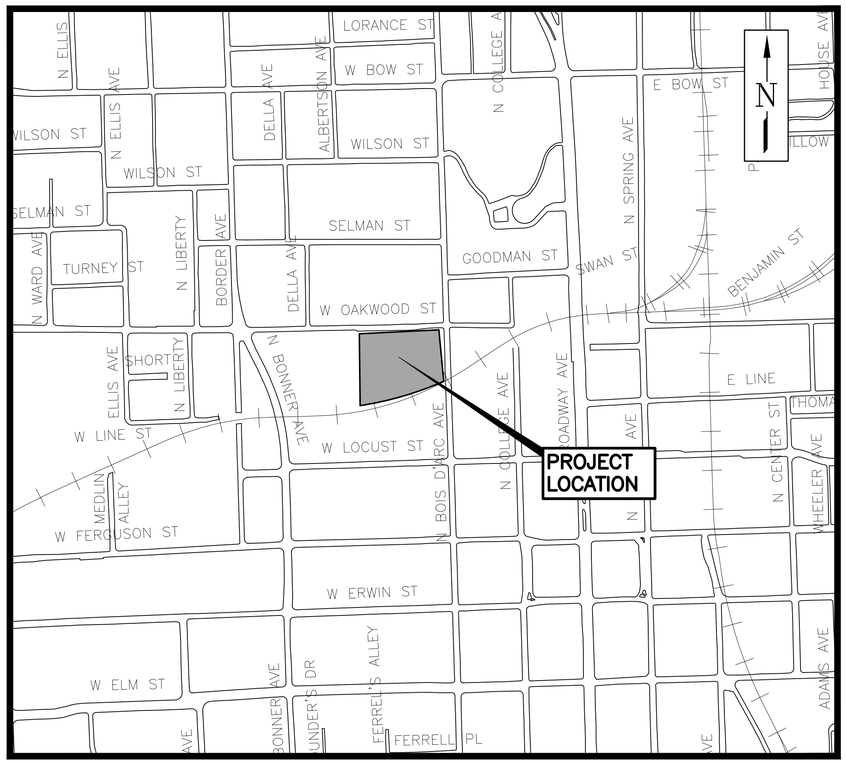
Signature: _____

Form #	Work Instruction # Form #	Originating Date	Revision Date	Revision #
PURF003	PURWI001	6/1/2012		

CONSTRUCTION PLANS
PAVING & DRAINAGE IMPROVEMENTS
FOR
VEHICLE SERVICES CENTER PARKING LOT
CITY OF TYLER

TYLER, TEXAS
SEPTEMBER 2025

Sheet List Table	
Sheet Number	Sheet Title
1.0	TITLE
2.0	GENERAL NOTES
3.0	PAVING AND GRADING PLAN
4.0	DRAINAGE AREA MAP AND EROSION CONTROL PLAN
4.1	DRAINAGE AREA CALCULATIONS
5.0	STANDARD CITY OF TYLER DETAILS
5.1	EROSION CONTROL DETAILS



VICINITY MAP

MAYOR
DON WARREN

CITY COUNCIL
DISTRICT 1 – STUART HENE
DISTRICT 2 – PETRA HAWKINS
DISTRICT 3 – SHONDA MARSH
DISTRICT 4 – JAMES WYNNE
DISTRICT 5 – LLOYD NICHOLS
DISTRICT 6 – BRAD CURTIS

CITY MANAGER
EDWARD BROUSSARD

STATE OF TEXAS · ROBERT A. BREEDLOVE · 82593 · REGISTERED · PROFESSIONAL ENGINEER

ROBERT A. BREEDLOVE, P.E.
THE C.T. BRANNON CORPORATION

September 5, 2025
DATE

STATE OF TEXAS · L. MICHELE SULLIVAN · 141623 · LICENSED · PROFESSIONAL ENGINEER

L. MICHELE SULLIVAN, P.E., CFM
THE C.T. BRANNON CORPORATION

SEPTEMBER 5, 2025
DATE

DARIN JENNINGS, P.E.
CITY ENGINEER

DESIGNED BY: LMS
DATE: AUGUST 2025

THE C.T. BRANNON CORPORATION
TX FIRM REG. #F-242
BRANNONCORP.COM
BRANNON ENGINEERING & CONSULTING
AQUATICS | CIVIL | AVIATION
1321 S. BROADWAY AVE. TYLER, TX 75701 (903) 597-2122

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CONSTRUCTION PLANS
FOR
VEHICLE SERVICES CENTER PARKING LOT
PAVEMENT AND DRAINAGE IMPROVEMENTS
TYLER, SMITH COUNTY, TEXAS

REVISIONS		
NO.	DATE	REMARKS

ISSUED FOR:
BIDDING

PROJECT NO.
25047

SHEET NO.
1.0

25047-01.0-Title.dwg

GENERAL NOTES AND SPECIFICATIONS

1. STANDARD SPECIFICATIONS:
   The standard specifications for The City are the Texas Department of Transportation, 2014 Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges, and the City of Tyler Standard Specifications (Revised: 05-14-2021), with revisions thereto on or prior to the date of advertisement are hereby made a part of this Contract by reference only, unless otherwise specified, and will be in such force and effect as if contained at length herein.

2. EROSION CONTROL: The Contractor shall sequence construction and proceed in a manner that will minimize erosion. The Contractor shall install and maintain erosion control mechanisms as shown on the plans or as directed by the Engineer. Erosion control mechanisms and pollution control mechanisms shall be installed according to the Storm Water Pollution Prevention Plan (SWPPP).

   The cost of erosion control is the responsibility of the Contractor and is incidental to various bid items.

3. TOPSOIL: If indicated on the plans, the Contractor shall salvage the existing topsoil to a depth of 6-inches from within the limits of the project. The Contractor shall replace topsoil to compacted depth of 4-inches on all parkways, if indicated on the plans.

4. LANDSCAPING: The Contractor shall seed and fertilize all disturbed areas and parkways according to the SWPPP. The seeded areas shall be watered at such times and in the manner and quantity as directed by the Engineer. Watering is a non-pay item and shall be incidental to the seeding bid item.

5. SEEDING FOR EROSION CONTROL: The Contractor shall seed all disturbed areas according to the SWPPP. All areas designated for seeding shall be seeded by the Contractor at an application rate of 1.5 LB per 1,000 SF. The analysis of the seed shall be based on the following:

APPLICATION DATE	RYE	UNHULLED BERMUDA	HULLED BERMUDA
Before April 1	50%	50%	0%
April 1 to May 1	50%	25%	25%
May 1 to Sept. 1	0%	0%	100%
Sept. 1 to Oct. 1	50%	25%	25%
Oct. 1 to April 1	50%	50%	0%

   The seeded areas shall be watered at such times and in the manner and quantity as directed by the Engineer. Watering is a non-pay item and shall be incidental to the seeding bid item. Seeded areas will be required to have 70% cover with grass before payment will be made for seeding and fertilizing.

6. FERTILIZER: Fertilizer shall have an analysis of 15-5-10 or as approved by the Engineer and shall be applied at the rate of 15 LBS. per 1,000 SF where sod and/or seed is to be placed.

7. SELECT FILL (BORROW): Select Fill (Borrow) material shall be Item 132, Type "C" with the following requirements:

   The liquid limit shall not exceed 35
   The plasticity index shall not be less than 3
   Nor more than 12
   The CBR % shall not be less than 7
   Percent Passing the no. 200 sieve or less..... 35

8. BACKFILL: Excavation and backfill for storm sewer, water lines, sanitary sewer lines, inlets, headwalls, undercut headers, toe ditches, and driveways shall be incidental to various bid items.

9. SELECT BACKFILL FOR STORM SEWER: Select backfill for storm sewer will be required when the existing material excavated is unsuitable for backfill. Material made unsuitable by the Contractor's action shall be replaced with select backfill at the Contractor's expense.

10. BACKFILLING: That portion of backfill which will not support any portion of completed roadbed or embankment shall be placed in layers of not more than 10 inches in depth (loose measurement). That portion of the backfill which will support any portion of the roadbed or embankment shall be placed in uniform layers not to exceed 8 inches in depth (loose measurement). Compact each layer to meet the density requirements of the road bed, retaining wall, embankment material, or as shown on the plans, in accordance with the standard specifications. Refer to Item 400 3.3.1 "Backfill", p. 408. Each layer of backfill shall be compacted to a density of 95% of standard proctor (ASTM D 698) at optimum moisture, or as shown on the plans. The cost of the structures includes the cost of any backfill necessarily used to set the structures, even if the Contractor is required to bring select material from offsite to use as backfill.

11. SUBGRADE PREPARATION FOR PAVED AREAS: The subgrade shall be prepared by "working" the existing material to a depth of 12 inches below bottom of base. "Working" shall include removing, discing, mixing, blending and drying the material, then replacing and recompacting the material – or any other method accepted by the Engineer. The top 6 inches of subgrade will be compacted to a density of 95% of standard proctor at optimum moisture ±2%, as shown on the standard paving detail sheet.

12. PROOF-ROLLING FOR PAVED AREAS: The top 12 inches of subbase and subgrade shall pass a test of "proof-rolling" by the Contractor using a loaded scraper or loaded dump truck, or as approved by the Engineer, before density tests are performed.

13. UNDERCUT FOR PAVED ARES: Undercut shall be used at the Engineer's discretion. The exact limits of the undercut area will be determined by the Engineer. Engineering fabric will be used in all undercuts. Some undercut areas may be relatively small so as to require excavation with a backhoe.

14. DRAINAGE STRUCTURES SUBGRADE: The Contractor is responsible for preparing the subgrade and making a suitable bottom for installing storm sewer and drainage structures. No extra pay will be allowed for undercutting. However, if installation is approved by the Engineer, payment will be made to the limits shown for installing crushed stone embedment.

15. CRUSHED STONE BEDDING (for Storm Sewer): While the unit price of crushed stone bedding has been listed in the bid proposal and the quantity of crushed stone bedding to be used has been estimated, it is intended that crushed stone bedding be used only as directed by the Engineer in the field, or as required by plans. The Contractor shall install the bedding within limits as determined by the Engineer and within the time allowed by the Engineer. The Contractor shall be paid only for crushed stone bedding authorized by the Engineer. The bid price for crushed stone bedding shall include the aggregate and excavation.

    Crushed stone bedding shall be washed coarse aggregate with the following sieve analysis:

STANDARD CRUSHED ROCK – AGGREGATE GRADE 4:	PERCENT
RETAINED ON 1-1/2" SIEVE	0%
RETAINED ON 1-0" SIEVE	0-5%
RETAINED ON 1/2" SIEVE	40-75%
RETAINED ON #4 SIEVE	90-100%
RETAINED ON #8 SIEVE	95-100%

16. GEOTEXTILE ENGINEERING FABRIC (WOVEN): While a unit price and an estimated quantity of geotextile engineering fabric is included in the bid proposal, it is intended that this material be used only as determined necessary by the Engineer. The fabric shall be high tenacity, woven polypropylene yarn geotextile engineering fabric designated as Mirafi FW404 (weight=8.8 oz. per square yard) or equivalent. The owner shall pay for only the quantity approved by the Engineer.

17. HOT MIX ASPHALTIC CONCRETE: For Type "D" surface material, the asphaltic material shall form from 5 to 8 percent of the mixture by weight. For Type "B" base material, the asphaltic material shall form from 3.5 to 7 percent of the mixture by weight. For both surface and base material, the asphaltic content used shall be that percent required to obtain optimum density. This percent asphalt shall be obtained from a mix design performed according to Texas State Department of Highways and Public Transportation 2014 Standard Specifications. The mix design for base and surface material shall be the City of Tyler's mix design, submitted to the Engineer for review, and approved by the Engineer. The actual asphaltic material contained in the delivered mix shall be within a +/-0.50% tolerance of the content specified in the mix design.

    The HMAC shall be installed at an application rate of 110/LBS/SY/IN of depth for both Type "D" and Type "B". At the seams where the new HMAC meets the existing HMAC, concrete headers or valley gutters, or curb and gutter, a tack coat (RC-250) shall be applied to the seams at a rate of 0.05 Gal./SY.

    When installing Type "D" HMAC on Type "B" base, a tack coat (RC-250) shall be applied on the base if the base has been in place for over 3 days, or if required by the Engineer. The tack coat shall be applied at a rate not to exceed 0.05 Gal/SY and rolled with a pneumatic roller. When installing Type "D" on a flexible base, or when installing Type "B" HMAC on subgrade, a prime coat (MC-30 or AE-P (EPR1 or equal)) shall be applied at a rate of 0.30 Gal./SY to the base material or subgrade material. The furnishing and application of a tack coat and/or prime is subsidiary to other bid items.

    The Type "D" and Type "B" HMAC will be installed with an approved HMAC laying machine, unless otherwise approved by the Engineer. A motor grader is not approved to install HMAC.

    Laydown operations shall be conducted in such sequence that vehicles transporting asphaltic concrete material to this project will not travel over the completed pavement until said pavement shall have been in place for a minimum of twenty-four hours unless otherwise directed by the Engineer.

    Joints shall be staggered so that they fall at least 12 inches from the previous joint.

    Storage of the completed mix upon the ground will not be permitted at the mixing plant or the job site. Any mix that comes into contact with earth or other objectionable foreign matter shall be rejected.

18. HOT MIX ASPHALTIC CONCRETE ACCEPTANCE SAMPLING AND TESTING: Hot mix asphaltic concrete will be accepted for density and depth on a lot basis. A lot will consist of one day's production or 600 tons, whichever is less, and shall be divided into four equal sublots. One test shall be made for each sublot.

    Each lot of pavement will be accepted, with respect to density, when the average field density is equal to or greater than 91.50 percent of the average maximum theoretical density as determined in accordance with ASTM D2041, and when no individual determination is less that 86.0 percent of the average maximum theoretical density. Four field density determinations will be made for each lot. Cores or sawed samples taken from the pavement will be used to determine the field density. The density of the cored or sawed samples shall be determined in accordance with ASTM D2726.

    The specimen used to determine the average maximum theoretical density for a lot may be sampled by any one of the following four methods:

    1.) A sample may be removed from the truck delivering the HMAC for the lot being tested.

    2.) A sample may be removed from the HMAC laying machine placing the lot being tested.

    3.) A sample may be created by combining the material from the four individual core samples used for field densities.

    4.) A sample may be created from each individual core sample used for field densities, with the results being averaged.

    Specimens used for field density determinations shall be carefully crumbled, using heat if necessary, if heating is necessary, the specimen shall be heated to the lowest temperature required for proper preparation of the sample.

    Payment for hot mix asphaltic concrete, with respect to density, shall be based on the following sliding scale pay factor table.

DENSITY SLIDING SCALE PAY FACTORS
(DENSITY BASED ON PERCENT OF MAXIMUM THEORETICAL)

AVERAGE PERCENT DENSITY*	PERCENT PAYMENT
91.5 or above	100
91.0 – 91.4	95
90.0 – 90.9	90
89.0 – 89.9	85
88.0 – 88.9	80
87.9 or below	Reject**

* Average of 4 samples
** If the owner agrees to accept densities below 88.0%, the pay factor for density shall be 75%

    The use of nuclear field density determinations shall not be used as the basis for acceptance with respect to density.

    Resampling of the pavement for density will be allowed if the Contractor requests, in writing, resampling and retesting of a lot of material within 48 hours after receiving the written test results from the Engineer. A retest shall consist of all the sampling and testing procedures contained in the above paragraphs. Only one resampling per lot will be permitted.

    If the Contractor requests retests as described above, the following will apply:
    1) A new average percent density for the lot shall be calculated using the initial tests for that lot and the retests.
    2) If the new average percent density for the lot results in a payment of 100 percent, the cost of sampling and retesting will be paid by THE CITY OF TYLER
    3) If the new average percent density for the lot results in a payment of less than 100 percent, the cost of sampling and retesting shall be the responsibility of the Contractor.

    The decision to discard test results for consideration in the payment sliding scale shall be made by THE CITY OF TYLER

    Each lot of pavement will be accepted, with respect to depth, when the average field depth deficiency is equal to or less than 0.25 inches for base courses and equal to or less than 0.13 inches for surface courses, and when no individual determination is deficient more than 1.00 inch for base courses and more than 0.50 inch for surface courses. Four field depth determinations will be made for each lot. Cores of sawed samples taken from the pavement will be used to determine the actual field depth.

19. PIPE UNDERDRAIN: While the unit price of pipe underdrain has been listed in the bid proposal and the quantities of pipe to be used has been estimated, it is intended that pipe underdrain be used only as directed by the Engineer in the field. The Contractor shall install the underdrain within limits as determined by the Engineer and within the time allowed by the Engineer. The Contractor shall be paid only for pipe underdrain authorized by the Engineer. The bid price for underdrain shall include the pipe, aggregate, engineering fabric, excavation and backfill. The backfill for the standard depth underdrain shall be made in two lifts, and three lifts for the extra depth.

    Connecting the proposed underdrain pipe into an existing junction box, an existing storm sewer, or an existing box culvert, will not be paid for directly, but shall be considered subsidiary to this bid item. The Contractor shall use an epoxy grout to make repairs at all ties.

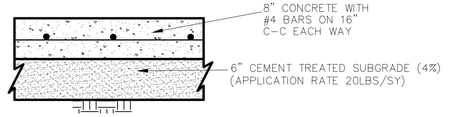
    Underdrain will be installed according to the standard detail sheet.

20. GROUNDWATER AND SUBGRADE: If groundwater is encountered during construction, sufficient underdrains to collect groundwater will be required by the City Engineer. If unacceptable subgrade material is encountered, the material will be removed and replaced with select material as directed by the City Engineer.

21. LIME TREATMENT OR LIME/FLYASH TREATMENT OF SUBGRADE: The subgrade material shall be treated in place to the depths indicated on the typical roadway sections and at the herein prescribed rate. The subgrade material shall be treated in place with hydrated lime (Type "A") by slurry placement to achieve a 6 percent lime mixture based on 95 percent of maximum density (dry density basis) of subgrade according to ASTM D698. The subgrade material shall then be recompacted to 95 percent of Standard Proctor Density (ASTM D698) at optimum moisture -1% to +3%. The percentage of lime is subject to change depending upon the results obtained from laboratory lime series run upon the actual subgrade material. Trublend or Stabilmix, or CEMENT may also be used, when approved by the Engineer. All applications of lime, lime/flyash, or cement shall be in strict compliance with TxDOT Specification Item 260, Item 265, or Item 275.

22. FLEXIBLE BASE: The flexible base material shall be compacted to a density of 95 percent modified proctor (ASTM D1557) at optimum moisture. The flexible base material shall have a minimum CBR of 60%, unless shown otherwise.

23. TRAFFIC CONTROL PLAN: The Contractor shall submit a traffic control plan to the City Engineer for approval prior to working in the Rights-of-Way of existing streets or roadways.



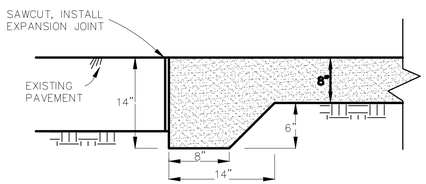
TYPICAL PAVEMENT SECTION
NTS

GENERAL NOTE:

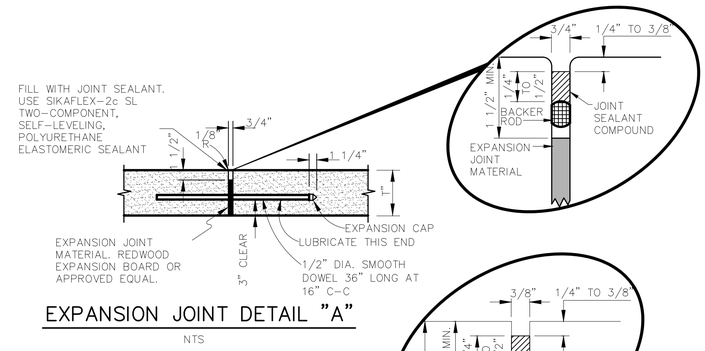
SUBBASE MATERIAL (SELECT BORROW) CAN BE NATIVE MATERIAL IF MATERIAL IS DRY AND MEETS SELECT BORROW REQUIREMENTS. SUBBASE SHALL BE COMPACTED TO A DENSITY OF 95% OF STANDARD PROCTOR (ASTM D 698) AT OPTIMUM MOISTURE.

CLAY SUBGRADE MATERIAL SHALL BE COMPACTED TO A DENSITY OF 95% OF STANDARD PROCTOR (ASTM D 698) AT OPTIMUM MOISTURE.

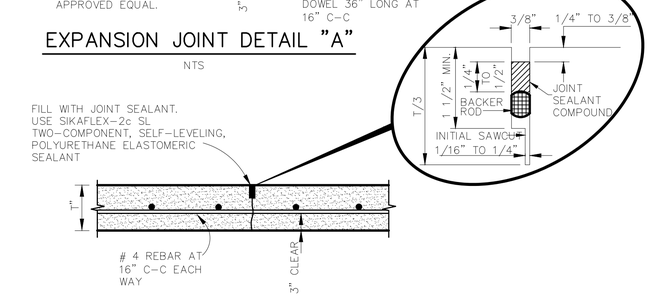
SAND SUBGRADE MATERIAL SHALL BE COMPACTED TO A DENSITY OF 100% OF STANDARD PROCTOR (ASTM D 698) AT OPTIMUM MOISTURE.



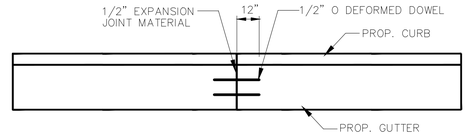
THICKENED EDGE DETAIL
NTS



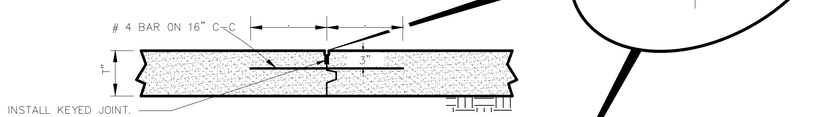
EXPANSION JOINT DETAIL "A"
NTS



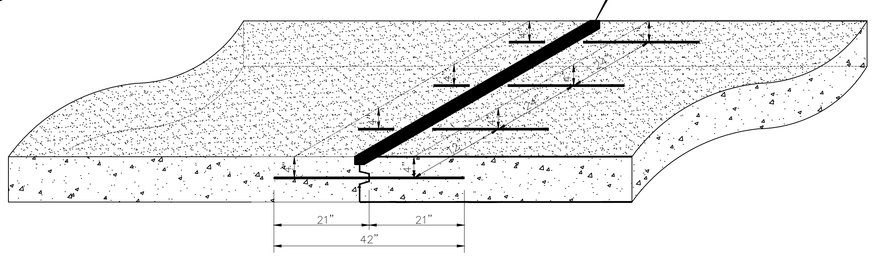
TRANSVERSE SAWED CONTRACTION JOINT DETAIL "B"
NTS



CURB & GUTTER EXPANSION JOINT DETAIL
NTS



CONSTRUCTION JOINT DETAIL "C"
NTS



LONGITUDINAL CONSTRUCTION JOINT DETAIL "D"
NTS

GENERAL NOTES

DESIGNED BY: LMS
DATE: AUGUST 2025

9/16/25
STATE OF TEXAS
L. MICHELE SULLIVAN
141623
LICENSED
PROFESSIONAL ENGINEER
L. Michele Sullivan

BRANNON
ENGINEERING & CONSULTING
AQUATICS | CIVIL | AVIATION
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TX FIRM REG. #F-242
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CONSTRUCTION PLANS
FOR
VEHICLE SERVICES CENTER PARKING LOT
PAVEMENT AND DRAINAGE IMPROVEMENTS
TYLER, SMITH COUNTY, TEXAS

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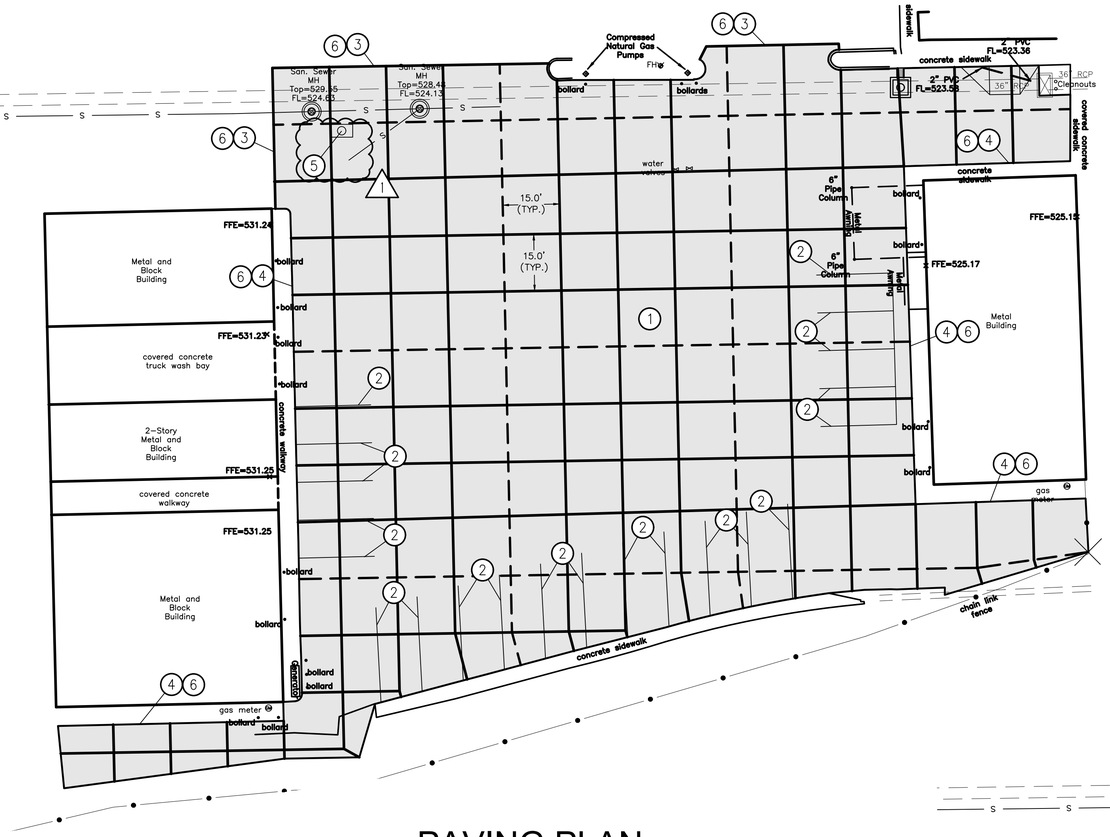
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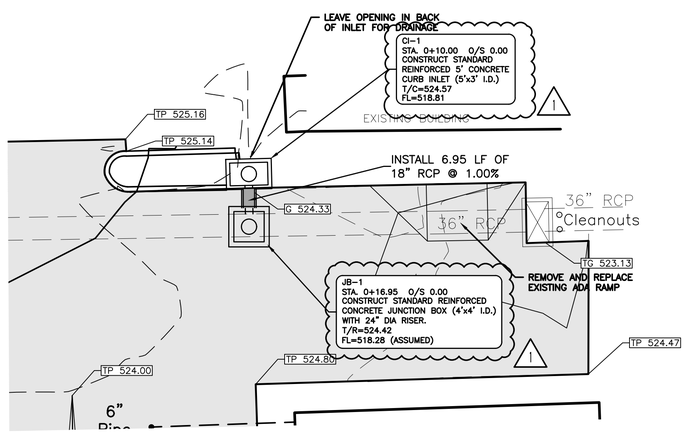
PROJECT NO.
25047

SHEET NO.
2.0

25047-03.0-General Notes.dwg



PAVING PLAN



INSET A

PAVING PLAN NOTES:

* VERIFY ALL LOCATIONS OF EXISTING UTILITIES, ROADS, PAVINGS, PROPERTY LINES, SET BACKS, DIMENSIONS, ETC., PRIOR TO BEGINNING CONSTRUCTION OPERATIONS.

1. INSTALL 8" CONCRETE PAVEMENT PER DETAIL ON SHEET 2.0.
2. INSTALL 4" YELLOW SOLID RETROREFLECTORIZED PAVEMENT MARKINGS, TYPE I (100 MIL) (WITHOUT GLASS BEADS).
3. SAWCUT AT EXISTING JOINT. INSTALL EXPANSION JOINT.
4. SAWCUT 5' FROM BUILDING EDGE.
5. RAISE OIL/SAND MANHOLE TO MATCH PROPOSED GRADES.
6. INSTALL THICKENED EDGE PER DETAIL ON SHEET 2.0.

PAVING PLAN LEGEND:

EXPANSION JOINT

CONSTRUCTION JOINT

SCALE: 20' 0 20' 40' FEET

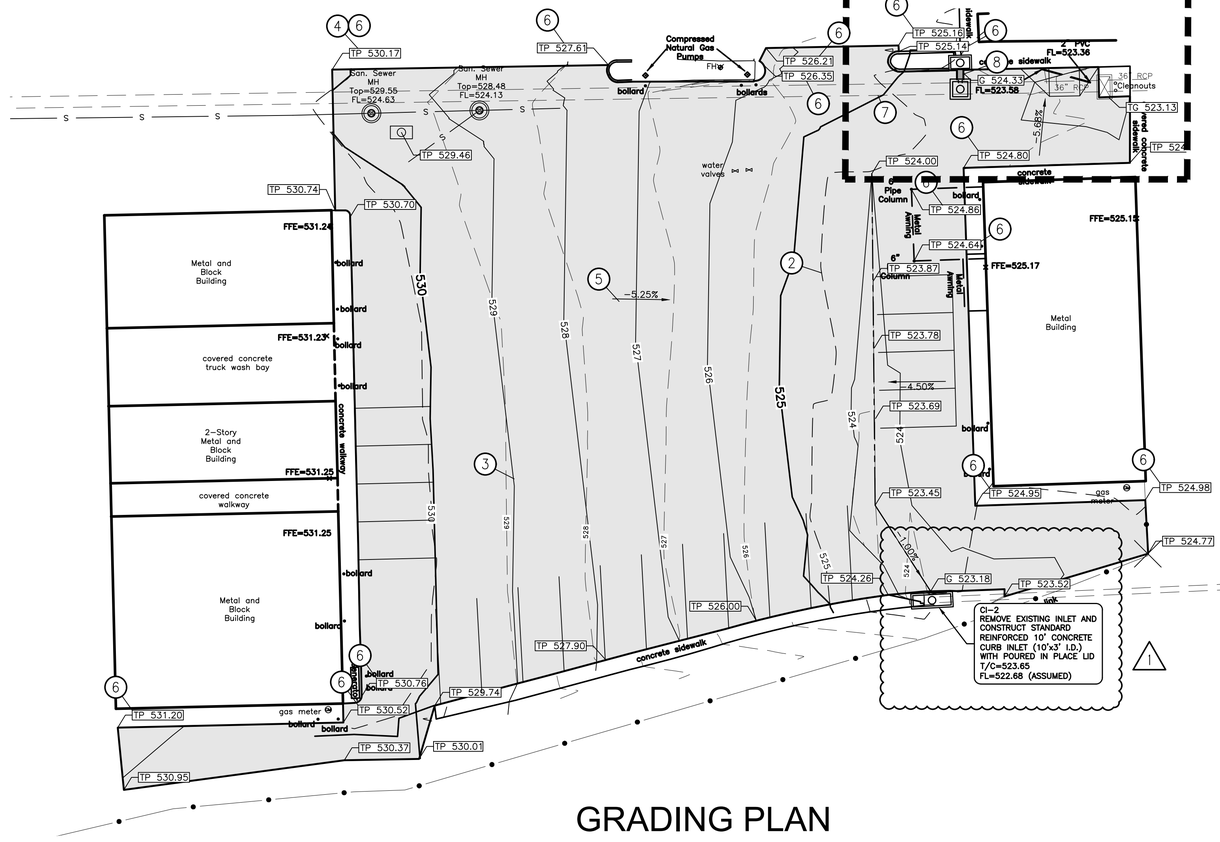
1"=20' HORIZONTAL

N W E S

GRADING PLAN NOTES:

* VERIFY ALL LOCATIONS OF EXISTING UTILITIES, ROADS, PAVINGS, PROPERTY LINES, SET BACKS, DIMENSIONS, ETC., PRIOR TO BEGINNING CONSTRUCTION OPERATIONS.

1. PROVIDE POSITIVE DRAINAGE AWAY FROM ALL SIDES OF BUILDINGS, WALKS, PAVING, ETC. (TYP.).
2. EXISTING CONTOUR.
3. PROPOSED CONTOUR.
4. PROPOSED SPOT ELEVATION.
5. PROPOSED GRADE.
6. MATCH ELEVATION.
7. EXISTING STORM SEWER.
8. PROPOSED STORM SEWER LINES. SEE INSET A.



GRADING PLAN

CI-2
REMOVE EXISTING INLET AND CONSTRUCT STANDARD REINFORCED 10' CONCRETE CURB INLET (10'x3' I.D.) WITH POURED IN PLACE LID
T/C=523.65
FL=522.68 (ASSUMED)

DESIGNED BY: LMS
DATE: AUGUST 2025

10/9/25
STATE OF TEXAS
L. MICHELE SULLIVAN
141623
LICENSED
PROFESSIONAL ENGINEER
BRANNON CORPORATION

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

BRANNON ENGINEERING & CONSULTING
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CONSTRUCTION PLANS
FOR
VES PARKING LOT REPLACEMENT
AREA D
TYLER, SMITH COUNTY, TEXAS

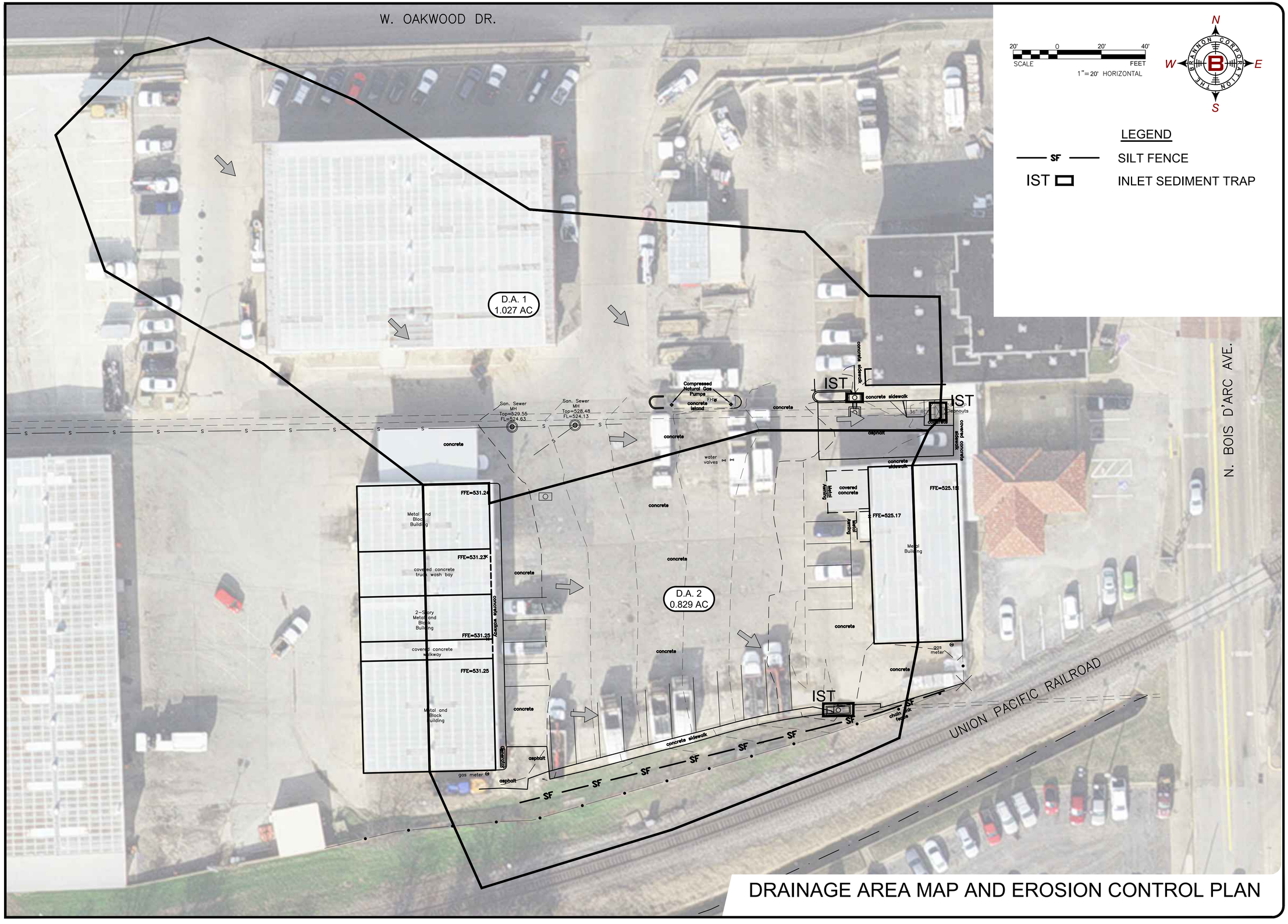
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NO.	DATE	REMARKS
1	10/8/25	BIDDING ADDENDUM #1

ISSUED FOR:
BIDDING

PROJECT NO.
25047

SHEET NO.
3.0

25047-04.0-Paving Plan.dwg



DRAINAGE AREA MAP AND EROSION CONTROL PLAN

DESIGNED BY: LMS
DATE: AUGUST 2025

9/16/25
STATE OF TEXAS
L. MICHELE SULLIVAN
141623
LICENSED
PROFESSIONAL ENGINEER
L. Michele Sullivan

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CONSTRUCTION PLANS
FOR
VEHICLE SERVICES CENTER PARKING LOT
PAVEMENT AND DRAINAGE IMPROVEMENTS
TYLER, SMITH COUNTY, TEXAS

REVISIONS		
NO.	DATE	REMARKS

ISSUED FOR:
BIDDING

PROJECT NO.
25047

SHEET NO.
4.0

25047-05.0-Drainage Map.dwg

Definition of Variables

D.A. = Drainage area number
Q_a = Total flow in approach gutter
Z = 1/S; Reciprocal of the street cross slope
Z/N = N = coefficient for pavement type
Asphalt: N = 0.015, Concrete: N = 0.013

S = Grade of roadway at inlet opening
y = Depth of flow in approach gutter
a = Gutter depression
q_L = Flow intercepted by inlet length "L"

L_a = Length of curb opening for 100% interception
L = Length of curb opening
Q/Q_a = Percent capacity

DRAINAGE AREA CALCULATIONS

SOURCE: Tyler (2015)

DRAINAGE AREA NO.	DRAINAGE AREA ACRES	PAVMT C 0.900 ACRES	COMM C 0.750 ACRES	RESID C 0.500 ACRES	GRASS C 0.350 ACRES		RUN-OFF COEFF C AVG.	COEFF ACREAGE CA TOTAL	LENGTH OF WATER SHED GRASS	LENGTH OF WATER SHED PAVMT	% SLOPE OF WATER SHED GRASS	% SLOPE OF WATER SHED PAVMT	CHANL LENGTH FT	CHANL VEL FPS	TIME OF CONCENTRATION (TC) (MIN) CALC.	TIME OF CONCENTRATION (TC) (MIN) USED	e= 0.8136 b= 65.92 d= 12.66 I2	e= 0.8086 b= 63.62 d= 13.29 I5	e= 0.8013 b= 97.75 d= 13.81 I10	e= 0.7961 b= 112.90 d= 14.47 I25	e= 0.7951 b= 131.52 d= 15.3800 I50	e= 0.7953 b= 153.10 d= 16.30 I100	Q Q2	Q Q5	Q Q10	Q Q25	Q Q50	Q Q100	COMMENTS
PRE-DEVELOPMENT																													
DA-1	1.0266	1.0266				0.0000	0.90	0.9239	0.0	456.0	0.00	4.04	0.0'	0.00	0.02	10.00	5.20	6.56	7.71	8.86	10.05	11.37	4.81	6.06	7.12	8.18	9.29	10.50	
DA-2	0.8290	0.8290				0.0000	0.90	0.7461	0.0	245.0	0.00	3.41	0.0'	0.00	0.02	10.00	5.20	6.56	7.71	8.86	10.05	11.37	3.88	4.89	5.75	6.61	7.50	8.48	

100-YR CURB INLET CALCULATIONS

Inlet NO.	Inlet STATION	D.A. NO.	Q_a 2-YR CFS	Q_a 5-YR CFS	Q_a 10-YR CFS	Q_a 25-YR CFS	Q_a 50-YR CFS	Q_a 100-YR CFS	Q_a 100-YR CFS	CARRY-OVER CFS	CROSS-OVER CFS	TOTAL Q_a CFS	Z	Z/N	S FT/FT	y FT	PONDED WIDTH ft	a FT	q_L CFS	L_a= Q_a/q_L FT	INLET TYPE S=sag OG=on grade	L or P FT	CURB HEIGHT INCHES	L and W of Grate FT	DEPTH AT GRATE FT	GRATE CAP. 50% effic.	L/L_a	a/y	Q/Q_a	CAPACITY CFS	CARRY-OVER CFS	REMARKS
1	2	3	4A	4B	4C	4D	4E	4F	4	5	5A	6	7	8	9	10	11	12	13	14		15					16	17	18	19	20	21
POST-DEVELOPMENT																																
CI-1		**DA-1**	4.81	6.06	7.12	8.18	9.29	10.50	10.50			10.50	**26.77**	1785	**0.63%**	0.469	12.54	**0.54**	1.210	8.682	**Curb - OG**	**5.0**	**6.0**	-	-		0.00	0.576	1.156	0.69	7.25	**3.26**	**CARRYOVER TO EX. GRATE**
CI-2		**DA-2**	3.88	4.89	5.75	6.61	7.50	8.48	8.48			8.48	**26.77**	1785	**0.50%**	0.452	12.09	**0.54**	1.189	7.131	**Curb - S**	**10.0**	**6.0**	-	-		0.00			1.00	22.10	0.00	

100-YR STORM SEWER CALCULATIONS

FROM	TO	DRAINAGE AREA	TOTAL D.A. ACRES	TOTAL C.A.	T/C MIN. (USED)	INT. IN/HR	DISCHARGE-Q RATIONAL METHOD CFS	DISCHARGE-Q INLET CAPACITY CFS	DISCHARGE-Q Inlet or Rational Control	PIPE DIA. IN.	PIPE LENGTH FT	Pipe K	Pipe Area SF	HGL SLOPE %	SLOPE USED %	PIPE CAP. BASED ON SL USED CFS	VELOCITY BASED ON HGL SL & FULL FLOW FT/SEC	$V^2/2g$ FT	REMARKS
							100-YR												
POST-DEVELOPMENT																			
CI-1	**JB-1**	**DA-1**	**1.027**	**0.924**	**10.00**	**11.37**	**10.50**	**7.25**	**Rational**	**18**	**5**	105	1.77	1.00	**1.00**	10.50	5.94	0.55	

DRAINAGE AREA CALCULATIONS

DESIGNED BY: LMS
DATE: AUGUST 2025

9/16/25
STATE OF TEXAS
L. MICHELE SULLIVAN
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CONSTRUCTION PLANS
FOR
VEHICLE SERVICES CENTER PARKING LOT
PAVEMENT AND DRAINAGE IMPROVEMENTS
TYLER, SMITH COUNTY, TEXAS

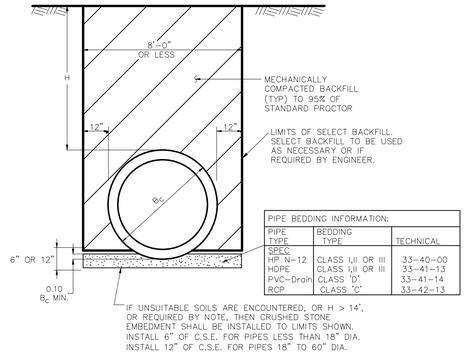
NO.	DATE	REVISIONS REMARKS

ISSUED FOR:
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PROJECT NO.
25047

SHEET NO.
4.1

25047-05.0-Drainage Map.dwg



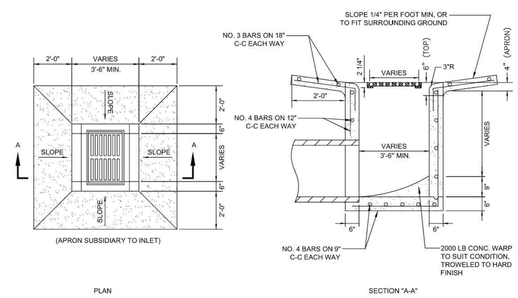
PIPE BEDDING INFORMATION:		
PIPE TYPE	BEDDING TYPE	TECHNICAL SPEC.
HP N-12	CLASS I,II OR III	33-40-00
HDPE	CLASS I,II OR III	33-41-13
PVC-Drain	CLASS 'D'	33-41-14
RCP	CLASS 'C'	33-42-13

STORM SEWER TRENCH DETAIL FOR 60" PIPE OR LESS

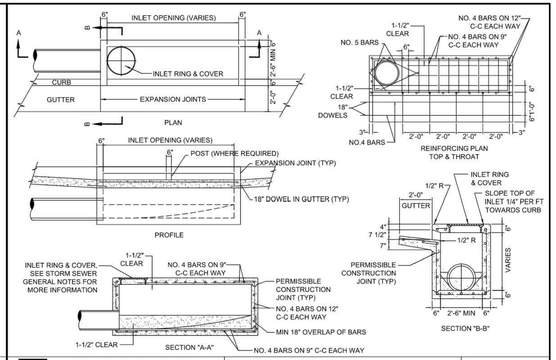
NTS

1. UNLESS OTHERWISE SPECIFIED, ALL CURB INLETS SHALL BE RECESSED PER CITY OF TYLER STANDARD DETAIL FOR RECESSED INLETS.
2. CURB INLETS GREATER THAN 10' SHALL HAVE A 6" X 6" COLUMN IN THE THROAT LOCATED NO MORE THAN 10' APART.
3. LOCKING RING AND COVER FOR ALL INLETS AND JUNCTION BOXES SHALL BE BASS & HAYS FOUNDRY, INC 226-L OR APPROVED EQUAL WITH THE WORDS "STORM DRAIN" CAST ON THE LID.
4. RING AND COVER ON 5' AND 10' CURB INLETS SHALL BE LOCATED IN THE BACK CORNER OF THE INLET OVER THE DOWNSTREAM PIPE. RING AND COVER ON 15' AND 20' CURB INLETS SHALL BE IN THE BACK CORNER OR IN THE MIDDLE BACK OF THE INLET OVER THE DOWNSTREAM PIPE.
5. GRATE AND FRAME FOR AREA INLETS SHALL BE BASS & HAYS FOUNDRY, INC. VFG SERIES OR APPROVED EQUAL.
6. ALL CONCRETE INLETS SHALL HAVE A COMPRESSIVE STRENGTH OF 3,600 PSI AT 28 DAYS (MIN. 5-SACK MIX).
7. REINFORCEMENT, STRUCTURAL STEEL AND CASTINGS SHALL CONFORM TO TXDOT SPECIFICATIONS.
8. REINFORCING STEEL SHOWN IN REINFORCING PLAN SHALL BE EXTENDED INTO TRANSITION AREA OF RECESSED CURB INLETS.
9. TOPS OF INLETS WILL NOT BE CONSTRUCTED UNTIL CURB AND GUTTER HAS BEEN POURED. THE CONTRACTOR WILL COVER THE INLET WITH PLYWOOD, BOARDS, WIRE MESH OR OTHER SUITABLE MATERIAL TO ELIMINATE THE HAZARDS OF AN OPEN INLET DURING CONSTRUCTION.
10. CHAIRS SHALL BE USED FOR SUPPORT OF REINFORCING IN INLET FLOORS AND APRON UNLESS OTHERWISE DIRECTED BY THE CITY OF TYLER.
11. WEEP HOLES WITH WIRE MESH AND ONE CUBIC FOOT OF WASHED AGGREGATE SHALL BE INSTALLED IN INLET WALLS WHEN DIRECTED BY THE CITY OF TYLER.
12. CHAMFER ALL EXPOSED CORNERS 3/4" UNLESS OTHERWISE NOTED.
13. NO MEASUREMENT OR PAYMENT FOR REINFORCING STEEL, STANDARD COVERS AND FRAMES, OR EXCAVATION SHALL BE MADE. SUCH ITEMS ARE CONSIDERED SUBSIDIARY TO THE UNIT BID FOR INLETS.
14. THAT PORTION OF THE BACKFILL WHICH WILL NOT SUPPORT ANY PORTION OF COMPLETE ROADBED OR EMBANKMENT SHALL BE PLACED IN LAYERS NOT MORE THAN 10" IN DEPTH (LOOSE MEASUREMENT) AND SHALL BE COMPACTED IN ACCORDANCE WITH CITY OF TYLER SPECIFICATIONS. THAT PORTION OF THE BACKFILL WHICH WILL SUPPORT ANY PORTION OF THE ROADBED OR EMBANKMENT SHALL BE PLACED IN UNIFORM LAYERS NOT TO EXCEED 6" IN DEPTH (LOOSE MEASUREMENT) AND SHALL BE COMPACTED IN ACCORDANCE WITH CITY OF TYLER SPECIFICATIONS.
15. INLET SIZES SHOWN ON PLANS REFER TO ACTUAL WIDTH OF OPENINGS.
16. PIPE EMBEDMENT SHALL CONFORM WITH TXDOT OR CITY OF TYLER SPECIFICATIONS (AS APPLICABLE) FOR THE CLASS NOTED ON THE PLANS. NO PAY ITEM IS PROVIDED FOR THE EMBEDMENT WHICH SHALL BE CONSIDERED SUBSIDIARY TO THE UNIT BID FOR PIPE IN PLACE.

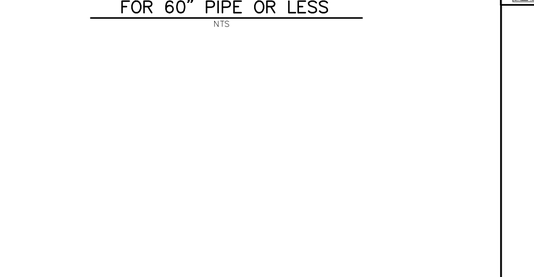
CITY OF TYLER STANDARD DETAIL | **GENERAL NOTES FOR STORM SEWER** | REVISION DATE: MAY 14, 2021



CITY OF TYLER STANDARD DETAIL | **STORM SEWER AREA INLET** | REVISION DATE: MAY 14, 2021

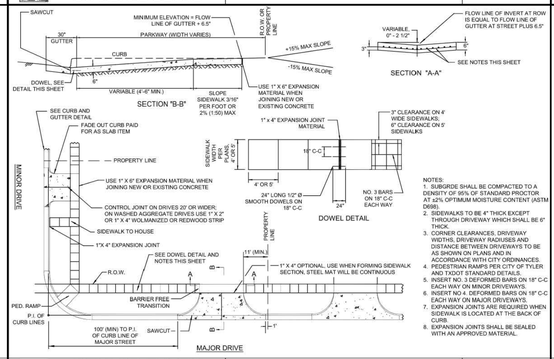


CITY OF TYLER STANDARD DETAIL | **STORM SEWER STANDARD CURB INLET** | REVISION DATE: MAY 14, 2021



NOTES:
1. MATERIAL USED FOR BEDDING, HAUNCHING, INITIAL BACKFILL AND COVER SHALL ALL BE THE SAME MATERIAL AND SHALL BE IN ACCORDANCE WITH EMBEDMENT SPECIFICATION IN THE CITY OF TYLER STANDARD SPECIFICATION FOR HDPE PIPE.

CITY OF TYLER STANDARD DETAIL | **TRENCH CROSS-SECTION FOR HDPE PIPE** | REVISION DATE: MAY 14, 2021



NOTES:
1. SUBGRDE SHALL BE COMPACTED TO A DENSITY OF 95% OF STANDARD PROCTOR AT ±2% OPTIMUM MOISTURE CONTENT (ASTM D698).
2. SIDEWALKS TO BE 4" THICK EXCEPT THROUGH DRIVEWAY WHICH SHALL BE 6" THICK.
3. CORNER CLEARANCES, DRIVEWAY WIDTHS, DRIVEWAY RADIUSES AND DISTANCE BETWEEN DRIVEWAYS TO BE AS SHOWN ON PLANS AND IN ACCORDANCE WITH CITY ORDINANCES.
4. PEDESTRIAN RAMPS PER CITY OF TYLER AND TXDOT STANDARD DETAILS.
5. INSERT NO. 3 DEFORMED BARS ON 18" C-C EACH WAY ON MINOR DRIVEWAYS.
6. INSERT NO. 4 DEFORMED BARS ON 18" C-C EACH WAY ON MAJOR DRIVEWAYS.
7. EXPANSION JOINTS ARE REQUIRED WHEN SIDEWALK IS LOCATED AT THE BACK OF CURB.
8. EXPANSION JOINTS SHALL BE SEALED WITH AN APPROVED MATERIAL.

CITY OF TYLER STANDARD DETAIL | **DRIVEWAYS AND SIDEWALKS** | REVISION DATE: MAY 14, 2021

2014 TXDOT STANDARD SPECIFICATIONS

ITEM NO.	TITLE	SECTION NO.	CITY OF TYLER EXCEPTION
164	SEEDING FOR EROSION CONTROL	2.1 - TABLE 1	DISREGARD TABLE 1 - PERMANENT RURAL SEED MIX. USE TABLE 2 - PERMANENT URBAN SEED MIX, OR AS SPECIFIED BY ENGINEER.
247	FLEXIBLE BASE	2.1 - TABLE 1	DISREGARD TEX-117-E FOR MINIMUM COMPRESSIVE STRENGTH. USE CBR AND MAXIMUM PI = 9.
247	FLEXIBLE BASE	4.3.2	COMPACTION TO BE DETERMINED USING ASTM D698 OR ASTM D1557 INSTEAD OF TEX-115-E OR TEX-103-E.
260	LIME TREATMENT (ROAD-MIXED)	4.5	COMPACTION SHALL BE IN ACCORDANCE WITH CITY OF TYLER STANDARD DETAIL "TESTING REQUIREMENTS FOR PAVING".
265	FLY ASH OR LIME-FLY ASH TREATMENT (ROAD-MIXED)	4.4	COMPACTION SHALL BE IN ACCORDANCE WITH CITY OF TYLER STANDARD DETAIL "TESTING REQUIREMENTS FOR PAVING".
275	CONCRETE TREATMENT (ROAD-MIXED)	4.5	COMPACTION SHALL BE IN ACCORDANCE WITH CITY OF TYLER STANDARD DETAIL "TESTING REQUIREMENTS FOR PAVING".
275	CONCRETE TREATMENT (ROAD-MIXED)	4.7	MICROCRACKING IS NOT ALLOWED UNLESS SPECIFIED BY THE ENGINEER.
340	DENSE-GRADED HOT-MIX ASPHALT (SMALL QUANTITY)	2.7.2	USE OF RECYCLED ASPHALT SHINGLES (RAS) IS NOT ALLOWED.
340	DENSE-GRADED HOT-MIX ASPHALT (SMALL QUANTITY)	2.1.1	COARSE AGGREGATE TO BE CRUSHED SO THAT A MINIMUM OF 50% OF PARTICLES RETAINED ON #4 SIEVE HAVE MORE THAN ONE CRUSHED FACE WHEN TESTED IN ACCORDANCE WITH TEX-460-A.
348	THIN BONDED FRICTION COURSES	2.7.2	USE OF RECYCLED ASPHALT SHINGLES (RAS) IS NOT ALLOWED.
421	HYDRAULIC CEMENT CONCRETE	4.2.1 - TABLE 8	DESIGN STRENGTH FOR CLASS A AND CLASS C CONCRETE SHALL BE ATTAINED IN 28 DAYS, NOT 56 DAYS.
465	JUNCTION BOXES, MANHOLES, AND INLETS	ALL	USE CITY OF TYLER STANDARD SPECIFICATIONS AND/OR DETAILS IN LIEU OF THIS ITEM.

CITY OF TYLER STANDARD DETAIL | **CITY OF TYLER EXCEPTIONS TO TXDOT STANDARD SPECIFICATIONS** | REVISION DATE: MAY 14, 2021



NOTES:
1. REINFORCEMENT IS NOT REQUIRED ON RESIDENTIAL COLLECTOR AND LOCAL STREETS.
2. SEE PAVING AND DRIVEWAY GENERAL NOTES FOR MORE INFORMATION.
3. INSERT #3 DOWEL (3/8" Ø DEFORMED BARS) TO A MINIMUM 4" DEPTH IN EXISTING CONCRETE CURB AND GUTTER.
4. EXPANSION JOINTS SHALL BE SEALED WITH APPROVED MATERIAL.

CITY OF TYLER STANDARD DETAIL | **CURB AND GUTTER** | REVISION DATE: MAY 14, 2021

1. ALL CONCRETE CURB AND GUTTER AND CONCRETE SIDEWALK SHALL HAVE A COMPRESSIVE STRENGTH OF 3,000 PSI AT 28 DAYS (MINIMUM). ALL CONCRETE VALLEY GUTTERS AND HEADERS SHALL HAVE A COMPRESSIVE STRENGTH OF 4,000 PSI AT 28 DAYS (MINIMUM). ALL CONCRETE PAVEMENT SHALL HAVE A COMPRESSIVE STRENGTH OF 4,000 PSI AT 28 DAYS (MINIMUM).
2. ALL CONCRETE EDGES NOT CHAMFERED SHALL BE TOOLED.
3. ALL CONCRETE SHALL BE CURED ACCORDING TO TXDOT STANDARD SPECIFICATIONS AND MUST BE VERIFIED (MEMBRANE CURING, POLYETHYLENE, ETC.) AT THE TIME OF INSPECTION.
4. ALL CONTROL JOINTS ARE TO BE OPEN CUT TO A DEPTH OF 1/4 THICKNESS OF THE CONCRETE.
5. ALL DRIVEWAYS SHALL HAVE 1" EXPANSION JOINTS ON 40' CENTERS.
6. ON DRIVEWAYS 20' OR WIDER, A CONTROL JOINT SHALL BE PLACED IN THE CENTER OF THE DRIVE AND SHALL EXTEND FROM THE TOE OF THE CURB TO THE RIGHT-OF-WAY.
7. ALL SIDEWALKS SHALL HAVE 1" EXPANSION JOINTS ON 40' CENTERS WITH CONTROL JOINTS ON 4' OR 5' CENTERS.
8. ALL CURB AND GUTTER SHALL HAVE 1/2" EXPANSION JOINTS ON 50' CENTERS WITH CONTROL JOINTS ON 10' CENTERS.
9. ALL REINFORCING STEEL SHALL BE SUPPORTED BY CHAIRS.
10. SUBGRADE SHALL BE COMPACTED TO A DENSITY OF 95% STANDARD PROCTOR AT ± 2% OPTIMUM MOISTURE (ASTM D698). STANDING WATER, MUDDY SUBGRADE, OIL DIRT, SUGAR SAND OR UNSTABLE MATERIAL WILL BE REJECTED.
11. STAMPED CONCRETE SURFACES ARE NOT ALLOWED ON ANY SIDEWALK SECTION OR DRIVEWAY APPROACH.
12. ANY STREET PAVEMENT DAMAGED DURING DRIVEWAY CONSTRUCTION SHALL BE REPAIRED IMMEDIATELY BY THE CONTRACTOR.
13. ALL ACCESSIBLE RAMPS SHALL HAVE A DETECTABLE WARNING IN ACCORDANCE WITH CURRENT TEXAS DEPARTMENT OF LICENSING AND REGULATION (TDLR) STANDARDS.
14. PEDESTRIAN RAMPS SHALL BE IN ACCORDANCE WITH TXDOT SPECIFICATIONS AND DETAILS, EXCEPT AS NOTED HEREIN. ADDITIONALLY, 4' SIDEWALKS ARE ALLOWED AND 1" EXPANSION JOINTS SHALL BE USED.

DEFINITIONS:
1. MINOR DRIVEWAY - A DRIVEWAY PROVIDING ACCESS TO PROPERTY USED FOR A ONE OR TWO FAMILY RESIDENTIAL DWELLING.
2. MAJOR DRIVEWAY - A DRIVEWAY PROVIDING ACCESS TO PROPERTY USED FOR ANY PURPOSE OTHER THAN A ONE OR TWO FAMILY RESIDENTIAL DWELLING.
3. MAJOR STREET - ANY STREET DESIGNATED AS AN "ARTERIAL STREET" ON THE MASTER STREET PLAN, OR STREETS SERVING AS COLLECTORS FOR SUCH THOUROUGHFARES. ALL OTHER STREETS ARE MINOR.

CITY OF TYLER STANDARD DETAIL | **GENERAL NOTES FOR PAVING AND DRIVEWAYS** | REVISION DATE: MAY 14, 2021

TESTING REQUIREMENTS		TESTING REQUIREMENTS
SOILS:	**SOILS:**	
SUBGRADE: * PROOF ROLL AND REPAIR AS NEEDED	TREATED SUBGRADE (CONT'D):	* PULVERIZATION CHECKS (100% PASSING 1-1/2" SIEVE, 85% PASSING 3/4" AND 60% PASSING NO. 4 SIEVE) EVERY 10,0000 SQUARE FEET (MINIMUM ONE PER DAY PER SOIL TYPE)
* COMPACT TO 95% D698 AT ±2% MOISTURE		* TREATED THICKNESS CHECKS EVERY 10,0000 SQUARE FEET
* PROCTORS AS NEEDED		
1 DENSITY EVERY 10,000 SQUARE FEET	**BASE:**	* COMPACT TO 95% D1557 AT ±2% MOISTURE
		* TXDOT TYPE A, GRADE 2 BASE (OR AS RECOMMENDED BY DESIGN)
FILL: * PROOF ROLL AND REPAIR AS NEEDED		* 1 DENSITY EVERY 10,000 SQUARE FEET
* SELECT FILL (AS RECOMMENDED BY DESIGN)		* THICKNESS CHECKS EVERY 10,0000 SQUARE FEET
* COMPACT TO 95% D698 AT ±2% MOISTURE (OR AS RECOMMENDED BY DESIGN)		
* PROCTORS AS NEEDED	**ASPHALT:**	TESTING IS BASED ON ~ 600 TONS PER DAY OF PLACEMENT (I.E. 1 LOT = 600 TONS). SMALL DAYS PLACEMENT (UNDER 250 TONS) AS DIRECTED BY CITY OR ENGINEER.
		* TXDOT ITEM 340
* 1 DENSITY EVERY 10,400 SQUARE FEET IN THE TOP 2 FEET OF FILL		
* 1 DENSITY EVERY 20,400 SQUARE FEET IF BELOW TOP 2 FEET OF FILL		* 4 CORES PER DAY MUST BE 50% QC PERFORMED BY CONTRACTOR, CORES TO BE CUT BY CONTRACTOR AND DELIVERED TO LAB FOR TESTING.
		* 1 EXTRACTION / GRADATION PER DAY (MAY BE PROVIDED BY THE ASPHALT PLANT IF AGREEMENT IS MADE WITH CITY)
UTILITY LINE BACKFILL (NOT SUBJECT TO VEHICULAR TRAFFIC): * COMPACT TO 90% D698 PER 10" COMPACTED LIFT		* 1 SET OF PATTIES PER DAY (MAY BE PROVIDED BY THE ASPHALT PLANT IF AGREEMENT IS MADE WITH CITY)
		* 1 RICE PER DAY (MAY BE PROVIDED BY THE ASPHALT PLANT IF AGREEMENT IS MADE WITH CITY)
UTILITY LINE BACKFILL (SUBJECT TO VEHICULAR TRAFFIC): * COMPACT TO 90% D698 PER 6" COMPACTED LIFT		
	CONCRETE:	
RETAINING WALL BACKFILL: * COMPACT TO 95% D698 AT ±2% MOISTURE (OR AS RECOMMENDED BY DESIGN)	MISC. CONCRETE (SIDEWALKS, CURB AND GUTTER, ETC):	* SLUMP 4" MAXIMUM
		* AIR 5% ±1%
TREATED SUBGRADE: * PROOF ROLL AND REPAIR PRIOR TO TREATING		* 1 SET OF 4 CYLINDERS PER DAY'S PRODUCTION (7, 28, 28, SP)
* COMPACT TO 95% D1557 AT ±2% MOISTURE		
* PROCTOR SAMPLES AS NEEDED	CONCRETE PAVING:	* SLUMP 4" MAXIMUM
* 1 DENSITY EVERY 10,600 SQUARE FEET		* AIR 5% ±1%
		* 1 SET OF 4 CYLINDERS EVERY 150 CUBIC YARDS OR PER DAY'S PRODUCTION (7, 28, 28, SP)

CITY OF TYLER STANDARD DETAIL | **TESTING REQUIREMENTS FOR PAVING** | REVISION DATE: MAY 14, 2021

DESIGNED BY: LMS
DATE: AUGUST 2025

9/16/25 STATE OF TEXAS L. MICHELE SULLIVAN 141623 LICENSED PROFESSIONAL ENGINEER

THE C.T. BRANNON CORPORATION
TX FIRM REG.: BF-242
BRANNONCORP.COM
1321 S. BROADWAY AVE. TYLER, TX 75701 (903) 597-2122
BRANNON ENGINEERING & CONSULTING
AQUATICS | CIVIL | AVIATION

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CONSTRUCTION PLANS FOR VEHICLE SERVICES CENTER PARKING LOT PAVEMENT AND DRAINAGE IMPROVEMENTS TYLER, SMITH COUNTY, TEXAS

NO	DATE	REVISIONS REMARKS

ISSUED FOR: BIDDING

PROJECT NO. 25047

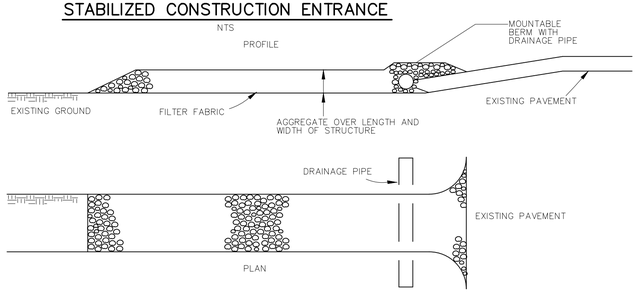
SHEET NO. **5.0**

25047-09.0-Standard Details COT.dwg

STANDARD CITY OF TYLER DETAILS

STABILIZED CONSTRUCTION ENTRANCE

NTS

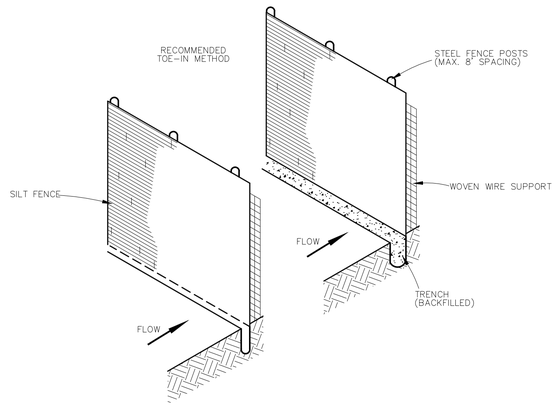


GENERAL NOTES:

1. STONE USED FOR THE CONSTRUCTION ENTRANCE SHOULD BE LARGE ENOUGH SO THAT IT DOES NOT GET PICKED UP AND TRACKED OFF OF THE SITE BY THE VEHICLE TRAFFIC. SHARP EDGED STONE SHOULD NOT BE USED TO AVOID PUNCTURING TIRES.
2. IF VEHICLES WILL BE TURNING ONTO THE PAVED ROAD OR DRIVE FROM THE STABILIZED CONSTRUCTION ENTRANCE, THEN AN APRON SHOULD BE PROVIDED AS SHOWN ABOVE SO THAT VEHICLES DO NOT GO OFF OF THE STABILIZED CONSTRUCTION ENTRANCE BEFORE THEY LEAVE THE SITE.
3. THE TEMPORARY CONSTRUCTION ENTRANCE MAY BE PROVIDED WITH A VEHICLE WASH RACK WHICH DRAINS TO A TEMPORARY SEDIMENT TRAP OR OTHER SEDIMENT REMOVING MEASURE. THIS WILL ALLOW VEHICLE TIRES TO BE WASHED PRIOR TO LEAVING THE SITE AND ENSURE THAT WASH WATER SEDIMENTS ARE REMOVED AND CAN BE PROPERLY DISPOSED OF.

SILT FENCE*

NTS



GENERAL NOTES:

1. *STEEL POSTS WHICH SUPPORT THE SILT FENCE SHALL BE INSTALLED ON A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE.*
2. *THE TOE OF THE SILT FENCE SHALL BE TRENCHED IN WITH A SPADE OR MECHANICAL TRENCHER, SO THAT THE DOWN-SLOPE FACE OF THE TRENCH IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW.*
3. *THE TRENCH SHOULD BE A MINIMUM OF 6 INCHES DEEP AND 12 INCHES WIDE TO ALLOW FOR THE SILT FENCE TO BE LAID IN THE GROUND AND BACKFILLED.*
4. *SILT FENCE SHOULD BE SECURELY FASTENED TO EACH STEEL SUPPORT POST OR TO WOVEN WIRE, WHICH IS IN TURN ATTACHED TO THE STEEL FENCE POSTS.*
5. *INSPECTION SHALL BE FREQUENT AND REPAIR OR REPLACEMENT SHALL BE MADE PROMPTLY AS NEEDED.*
6. *SILT FENCE SHALL BE REMOVED WHEN IT HAS SERVED ITS USEFULNESS, SO AS NOT TO BLOCK OR IMPEDE STORM FLOW OR DRAINAGE.*
7. *SEDIMENT TRAPPED BY THIS PRACTICE SHALL BE DISPOSED OF AT AN APPROVED SITE IN A MANNER THAT WILL NOT CONTRIBUTE TO ADDITIONAL SILTATION.*
8. *ACCUMULATED SILT SHALL BE REMOVED WHEN IT REACHES A DEPTH OF 6 INCHES AND DISPOSED OF IN AN APPROVED SPOIL SITE OR AS IN NO. 7 ABOVE.*

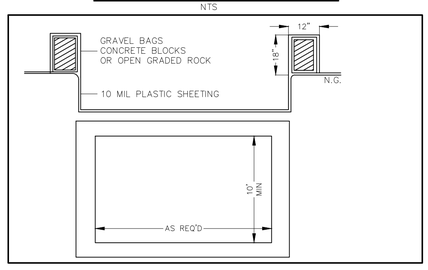
**DRAINAGE AREA LESS THAN 2 ACRES.*

STANDARD SYMBOL



EXHIBIT G
CONCRETE TRUCK WASHOUT

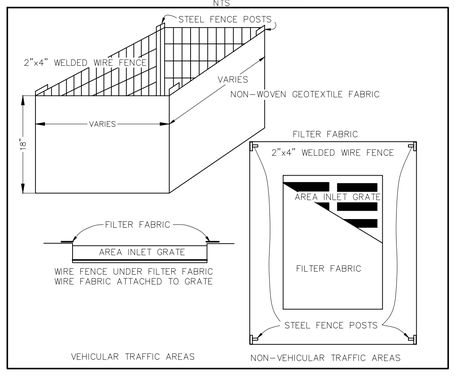
NTS



1. THE EXCAVATION FOR THE CONCRETE TRUCK WASHOUT SHALL BE A MINIMUM OF 10 FEET WIDE AND OF SUFFICIENT LENGTH AND DEPTH TO ACCOMMODATE 7 GALLONS OF WASHOUT WATER AND CONCRETE PER TRUCK PER DAY AND/OR 50 GALLONS OF WASHOUT WATER AND CONCRETE PER PUMP TRUCK PER DAY..
2. IN THE EVENT THAT THE CONCRETE TRUCK WASHOUT IS CONSTRUCTED ABOVE GROUND, IT SHALL BE 10 FEET WIDE AND 10 FEET LONG, WITH THE SAME REQUIREMENTS FOR CONTAINMENT AS DESCRIBED IN ITEM 1.
3. THE CONTAINMENT AREA SHALL BE LINED WITH 10 MIL PLASTIC SHEETING WITHOUT HOLES OR TEARS. WHERE THERE ARE SEAMS, THESE SHALL BE SECURED ACCORDING TO MANUFACTURER'S DIRECTIONS.
4. THE BERM CONSISTING OF GRAVEL BAGS, CONCRETE BLOCKS OR OPEN GRADED ROCK SHALL BE NO LESS THAN 18 INCHES HIGH AND NO LESS THAN 12 INCHES WIDE.
5. THE PLASTIC SHEETING SHALL BE OF SUFFICIENT SIZE TO THAT IT WILL OVERLAP THE TOP OF THE CONTAINMENT AREA AND BE WRAPPED AROUND THE GRAVEL BAGS, CONCRETE BLOCKS OR OPEN GRADED ROCK AT LEAST 2 TIMES.
6. THE GRAVEL BAGS OR CONCRETE BLOCKS SHALL BE PLACED ABUTTING EACH OTHER TO FORM A CONTINUOUS BERM AROUND THE OUTER PERIMETER OF THE CONTAINMENT AREA.
7. THE WASHOUT MATERIAL IN THE CONTAINMENT AREA SHALL NOT EXCEED 50% OF CAPACITY AT ANY ONE TIME.
8. SOLIDS SHALL BE REMOVED FROM CONTAINMENT AREA AND DISPOSED OF PROPERLY. ANY DAMAGE TO THE PLASTIC SHEETING SHALL BE REPAIRED OR SHEETING REPLACED BEFORE THE NEXT USE.

EXHIBIT A
AREA INLET DETAIL

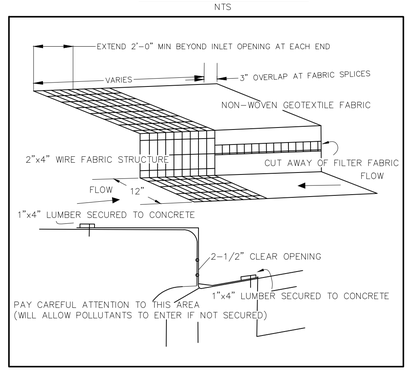
NTS



1. INSTALL STEEL POSTS THAT SUPPORT THE SILT FENCE AT EACH CORNER, AND ALSO BETWEEN CORNERS IF THE DISTANCE IS GREATER THAN 6 FEET BETWEEN CORNER POSTS.
2. USE SILT FENCE DETAIL FOR INSTALLATION OF THE SILT FENCE AROUND THE AREA INLET.
3. LIFT THE METAL AREA INLET GRATE, WRAP THE FILTER FABRIC AROUND IT, AND THEN REPLACE THE GRATE.
4. IN VEHICULAR TRAFFIC AREAS, LIFT THE METAL GRATE OUT AND PLACE WIRE FENCE MATERIAL UNDER IT WITH FILTER FABRIC PLACED BETWEEN THE GRATE AND THE WIRE FENCE. THEN ATTACH THE WIRE FENCE TO THE GRATE.
5. REMOVE ACCUMULATED SILT WHEN THE FILTER FABRIC OVER THE GRATE COMPLETELY COVERS THE GRATE AREA AND THE SILT AROUND THE SILT FENCE REACHES A HEIGHT OF 6 INCHES.
6. REMOVE AREA INLET PROTECTION WHEN THE SITE IS COMPLETELY STABILIZED.

EXHIBIT B
CURB INLET DETAIL

NTS



1. WHERE MINIMUM CLEARANCES CAUSE TRAFFIC TO DRIVE IN THE GUTTER, USE 1"x4" LUMBER SECURED WITH CONCRETE NAILS 3 FEET ON CENTER NAILED INTO THE CONCRETE. IF THERE IS PEDESTRIAN TRAFFIC ONLY, THE USE OF #20 GRAVEL BAGS TO SECURE MATERIAL IS PERMITTED.
2. REMOVE SECTION OF FILTER FABRIC AS SHOWN IN THIS DETAIL. SECURE FABRIC TO WIRE BACKING WITH CLIPS OR HOG RINGS AT THIS LOCATION.
3. INSPECT DAILY AND REMOVE SILT ACCUMULATION WHEN THE DEPTH REACHES 2 INCHES.
4. MONITOR THE PERFORMANCE OF THE INLET PROTECTION DURING EACH RAINFALL EVENT AND REMOVE PROTECTION IMMEDIATELY IF THE STORM WATER BEGINS TO OVERTOP THE CURB.
5. REMOVE ACCUMULATED SILT WHEN THE FILTER FABRIC OVER THE GRATE COMPLETELY COVERS THE GRATE AREA AND THE SILT AROUND THE SILT FENCE REACHES A HEIGHT OF 6 INCHES.
6. REMOVE INLET PROTECTION AS SOON AS THE SOURCE OF SEDIMENT IS STABILIZED.

EROSION CONTROL DETAILS

DESIGNED BY: LMS
DATE: AUGUST 2025

9/15/25
STATE OF TEXAS
L. MICHELE SULLIVAN
141623
LICENSED
PROFESSIONAL ENGINEER
L. Michele Sullivan

THE C.T. BRANNON CORPORATION
TX FIRM REG.: BF-242
BRANNONCORP.COM
1321 S. BROADWAY AVE. TYLER, TX 75701 (903) 597-2122
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CONSTRUCTION PLANS
FOR
VEHICLE SERVICES CENTER PARKING LOT
PAVEMENT AND DRAINAGE IMPROVEMENTS
TYLER, SMITH COUNTY, TEXAS

NO.	DATE	REVISIONS REMARKS

ISSUED FOR:
BIDDING

PROJECT NO. 25047
SHEET NO. 5.1

25047-10.0-Standard EC Details.dwg

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-15

Date: November 12, 2025

Subject: Request that the City Council consider authorizing the City Manager to ratify an emergency expenditure in the amount of $287,358.77 to J W Electric for electrical upgrades to the influent pumps, filter pumps, and aerators at the Westside Wastewater Treatment Plant.

Item Reference: **FY 2024-25 Water Utilities Operating Budget**

The Westside Wastewater Treatment Plant treats an average of over nine million gallons of wastewater per day to meet State and Federal discharge standards for water quality. After many years of service, the electrical systems for three influent pumps, three filter pumps, and aerators were failing to provide consistent and reliable service. These pumps and aerators critical to the wastewater treatment process, and meeting permit requirements. J W Electric has an extensive history of working on Tyler Water Utilities equipment and was able to respond quickly to get the electrical systems upgraded and back into service.

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to ratify an expenditure in the amount of $287,358.77 to J W Electric for emergency electrical upgrades to the influent pumps, filter pumps, and aerators at the Westside Wastewater Treatment Plant.

Attachments:
Purchase Order #308598
Purchase Order #310662
Purchase Order #311895

Drafted/Recommended By:
Department Leader Mike Norris / Manager Wastewater Treatment Systems

Edited/Submitted By:
City Manager

CITY OF TYLER
PURCHASING DEPARTMENT
ATTN: SHERRY PETTIT
304 NORTH BORDER
TYLER, TEXAS 75702
903-531-1232

PURCHASE ORDER
308598

P.O. NO.: 308598
DATE: 06/05/25
CHANGE #:
DATE CHANGE:

ISSUED TO: J W ELECTRIC
PO BOX 143
WHITE OAK, TX 75693

SHIP TO: City of Tyler
TREATMENT PLANT
14939 CR 46
TYLER, TX 75704

VENDOR NO.
1692

DELIVER BY	SHIP VIA	F.O.B.	TERMS
05/29/25			NET

CONFIRM BY	CONFIRM TO	REQUISITIONED BY
	GARY DURHAM	RPEDEN

FREIGHT	CONTRACT NO	ACCOUNT NO	PROJECT	REQ. NO.	REQ DATE
		502-0746-746.08-22	WSWWTP	200883	05/29/25

LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	1.0	EA	INFLUENT PUMP NEW OVERHEAED FEED - SEE EXTENDED DE Furnish material and labor to install new overhead power feed to the two existing lift pump motors. Install conduit and wire from the existing electrical building to the existing lift station building overhead. Connect new wiring to existing pump VFD's and motors. Also install new power feed for sump pump in basement on lift station. Start up and checkout after all work was completed Invoice # 05-5510	28813.0000	28813.00

SUB-TOTAL 28813.00
TOTAL 28813.00

SIGNED BY: Gary Durham

Important Instructions and Conditions on Reverse Side

GARY DURHAM, PURCHASING AGEN

INSTRUCTIONS AND CONDITIONS

1. Where applicable, vendor shall furnish all Material Safety Data Sheets (MSDS) with shipment of products covered by this purchase order.

2. Delivery will be accepted at vendor's risk. Goods are subject to inspection and return if found inferior to specifications or reasonable standard quality.

3. City of Tyler will not, in any manner, be responsible for goods delivered or work done for the City's account without a written order, except on special contracts.

4. If prices are higher than specified, do not ship. Please advise the Purchasing Agent.

5. The City of Tyler is exempt from all Federal and State taxes. Exemption forms will be provided upon request.

6. All orders are F.O.B., Destination (Tyler, Texas), unless otherwise specified.

7. Upon shipment, mail two (2) invoices and Bill of Lading, rendered separately, for each order to:

City of Tyler
Accounting Department
P.O. Box 2039
Tyler, Texas 75710

8. Only after completion of order, payment will be made within thirty (30) days of receipt of invoice.

9. Inquiries as to status of invoice payments on completed orders should be directed to the Accounts Payable Department, (903) 531-1144.

10. If the above conditions are not acceptable, please advise on receipt of the order and before any shipment or delivery is made.

CITY OF TYLER
PURCHASING DEPARTMENT
ATTN: SHERRY PETTIT
304 NORTH BORDER
TYLER, TEXAS 75702
903-531-1232

PURCHASE ORDER
310662

P.O. NO.: 310662
DATE: 07/29/25
CHANGE #:
DATE CHANGE:

ISSUED TO: J W ELECTRIC
PO BOX 143
WHITE OAK, TX 75693

SHIP TO: City of Tyler
TREATMENT PLANT
14939 CR 46
TYLER, TX 75704

VENDOR NO.
1692

DELIVER BY	SHIP VIA	F.O.B.	TERMS
07/23/25			NET

CONFIRM BY	CONFIRM TO	REQUISITIONED BY
	GINA ELZEA	RPEDEN

FREIGHT	CONTRACT NO	ACCOUNT NO	PROJECT	REQ. NO.	REQ DATE
		502-0746-746.08-22	WSWWTP	203086	07/23/25

LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	1.0	EA	AERATION BASIN ELECTICAL UPGRADE-SEE EXTENDED DES Westside WWTP aeration basin electrical upgrade: Furnish labor and materials to install an owner-furnished 1200 AMP breaker panel. Install a 12 AMP feeder, furnish new pipe, wire, and starter for the existing aerator, and install pipe and wire to relocate the existing aerator. Provided with this job superintendent, electrician, helper, service truck, and job material. Invoice # 07-5536	67745.7700	67745.77

SUB-TOTAL **67745.77**
TOTAL **67745.77**

SIGNED BY: Gary Durham

Important Instructions and Conditions on Reverse Side

GARY DURHAM, PURCHASING AGEN **341**

INSTRUCTIONS AND CONDITIONS

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Accounting Department
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Tyler, Texas 75710

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10. If the above conditions are not acceptable, please advise on receipt of the order and before any shipment or delivery is made.

CITY OF TYLER
PURCHASING DEPARTMENT
ATTN: SHERRY PETTIT
304 NORTH BORDER
TYLER, TEXAS 75702
903-531-1232

PURCHASE ORDER
311895

P.O. NO.: 311895
DATE: 08/29/25
CHANGE #:
DATE CHANGE:

ISSUED TO: J W ELECTRIC
PO BOX 143
WHITE OAK, TX 75693

SHIP TO: City of Tyler
TREATMENT PLANT
14939 CR 46
TYLER, TX 75704

VENDOR NO.
1692

DELIVER BY	SHIP VIA	F.O.B.	TERMS
08/29/25			NET

CONFIRM BY	CONFIRM TO	REQUISITIONED BY
	GINA ELZEA	MNORRIS

FREIGHT	CONTRACT NO	ACCOUNT NO	PROJECT	REQ. NO.	REQ DATE
		502-0746-746.26-65	WSWWTP	204673	08/29/25

LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	1.0	EA	REPLACE TWO 200HP VARIABLE FREQUENCY DRIVE UNITS INSTALL NEW FEED WIRING TO THREE FILTER PUMPS INSTALL NEW LEVEL CONTROLLER START-UP AFTER INSTALLATION Invoice #08-5547	190800.0000	190800.00

SUB-TOTAL 190800.00
TOTAL 190800.00

SIGNED BY: Gary Durham

Important Instructions and Conditions on Reverse Side

GARY DURHAM, PURCHASING AGEN

INSTRUCTIONS AND CONDITIONS

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8. Only after completion of order, payment will be made within thirty (30) days of receipt of invoice.

9. Inquiries as to status of invoice payments on completed orders should be directed to the Accounts Payable Department, (903) 531-1144.

10. If the above conditions are not acceptable, please advise on receipt of the order and before any shipment or delivery is made.

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-16

Date: November 12, 2025

Subject: Request that the City Council consider authorizing the City Manager to purchase one (1) new International dump truck to add to the Stormwater fleet from Holt Truck through Sourcewell contract #060920-nvs for $173,731.50.

Item Reference:

The fleet replacement program budgets for departments to add additional units to their fleet when needed. For fiscal year 2026, it was decided that Stormwater needed to add a dump truck to its fleet. After meeting with Stormwater, VES researched bids with City specified options through the various purchasing coops. Local vendor Holt Truck could guarantee delivery of a dump truck through Sourcewell Contract # 060920-nvs for a total cost of $173,731.50. Funds will be from the VES replacement account 640-0661-641.26-04 and be returned from account 102-0710-433-27-37 to VES Account 640-0661-641.26-04.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to purchase one (1) new International dump truck to add to the Stormwater fleet from Holt Truck through Sourcewell contract #060920-nvs for $173,731.50.

Attachments:
2025 USA Sourcewell Class 6_8 Tyler Street Dept

Drafted/Recommended By:
Department Leader Stan Stoffregen Fleet Manager

Edited/Submitted By:
City Manager

Sourcewell Awarded Contract
Contract # 060920-NVS

International Trucks is pleased to provide you with this proposal compliant with all terms of the Sourcewell Vehicles and Chassis Contract #032824-NVS awarded to Navistar, Inc for new International Trucks. If you have any questions regarding enrollment in Sourcewell or detailed contract terms and conditions, please see your International Truck sales representative.

	PROPOSAL PREPARED FOR:	PROPOSAL PREPARED BY:
Sourcewell Member:	City of Tyler - Sourcewell Account # 33152	Holt Truck Tyler
Contact:	Debora Schreck For Street Dept	Chad Hidalgo
Address:	PO Box 2039	Holt Truck Centers #060920NVS
City/State/Zip:	Tyler TX 75710	Tyler TX 75710
Phone:	903-531-1321	903-279-5570
Email:	dschreck@tylertexas.com	chad.hidalgo@holttruckcenters.com

Proposal Number	4580
Date	5/15/2025
Quantity of this Specification	1
Single Sourcewell Transaction Total Volume	

Chassis			
New 2026 International HV607 6x4 Chassis			$ 187,098.00
Base Chassis List	$ 122,474.00		
Options List	$ 64,624.00		
Sourcewell Contract Discount		31.0%	$ (58,079.00)
Volume Incentive			$ -
Material Price Increases			$ -
Net Sourcewell Chassis Price			$ 129,019.00
Sourcewell Partner Body			
			$ -
			$ -
Handling Fee		4.00%	$ -
Non-Sourcewell Dealer Supplied Body			
Warren Boby 12 Yard Dump Body			$ 31,250.00
Updated 6.16.25			$ -
Handling Fee		5.00%	$ 1,562.50
Additional Post Build Work			
Internal shop programing and upfit			$ 2,000.00
			$ -
			$ -
Handling Fee		5.00%	$ 100.00
Service Contracts			
Ext Ele PKG(40XXG) 60M/ 200Kmi Ext HTR/AC(40XVZ) 60M200K Mi			$ 1,300.00
EXT Towing 60MO 550 max (40RBK)			$ 1,100.00
EXT Cummins Eng/Aft 60MO 200K mi (40YZN)			$ 5,900.00
Additional Freight			
			$ -
			$ -
Additional Floorplan			
Additional Floorplan of 50 days			$ 1,500.00
			$ -
Additional Fees & Taxes			
			$ -
			$ -
			$ -
Final Sourcewell Per Vehicle Price FOB			**$ 173,731.50**
Final Sourcewell Total Vehicle(s) Price			**$ 173,731.50**

Additional Sourcewell Qualified Content	
Silver Package Award	$1,200

Terms:

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

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

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-17

Date: November 12, 2025

Subject: Request that the City Council consider authorizing the City Manager to approve a Reconciliation Change Order in the amount of $17,534.76 for the final payment which releases the remaining retainage to Lone Star Equipment Company Inc., for the 2025 Seal Coat Project.

Item Reference:

On April 9, 2025, the City Council authorized the award of the 2025 Seal Coat Project to Lone Star Equipment Company, Inc., in the amount of $958,967.20. The construction has been successfully completed and the total cost of the project is $916,852.13 which is $42,115.07 under the original contract amount.

This request is for the approval of a reconciliation change order for the final payment, including the remaining retainage, in the amount of $17,534.76.

FUNDING:
General Fund 103 - $876,737.94
Parks Department - $6,041.01
Traffic Department - $34,073.18
TOTAL - $916,852.13

RECOMMENDATION:

It is requested that the City Council consider authorizing the City Manager to approve a Reconciliation Change Order in the amount of $17,534.76 for the final payment which releases the remaining retainage to Lone Star Equipment Company Inc., for the 2025 Seal Coat Project.

Attachments:
RCO 2025 Seal Coat - Lone Star
2025 Seal Coat Maps Combined

Drafted/Recommended By:
Department Leader Cody Bain, P.E., Project Engineer/Manager

Edited/Submitted By:
City Manager

L S EQUIPMENT CO. INC, dba LONE STAR EQUIPMENT CO.
PO BOX 790
HENDERSON. TEXAS 75653-0790

TO: GARY L. CANNON PM.
CITY OF TYLER
PO BOX 2039
TYLER, TEXAS 75710

Reconciliation Change Order 6-Final
PROJECT #: 24-043
DATE:

BASE BID CONTRACT AMOUNT: $757,541.10

2025 SEAL COAT PROJECT
Reconciliation Change Order

Item No.	Description	UNIT	ORIGINAL PROJECT ESTIMATE	CONTRACT UNIT PRICE	CONTRACT BID TOTAL	QUANTITY USED	COST WORK COMPLETED	OVER AND UNDER QUANTTITIES
	BASE BID							
315-5	FOG SEALS, NO. 5 (102,000 SY, 30/70, 0.13 GAL/SY	GAL	**4,000**	$ 11.00	$44,000.00	4,000.00	$44,000.00	$0.00
315-4	FOG SEALS, NO. 4 (23,100 SY, 30/70, 0.15 GAL/SY	GAL	**1,050**	$ 11.00	$11,550.00	1,050.00	$11,550.00	$0.00
316-A4	AC-20-5TR, AC -20-XP (AVG. 0.36 GAL/SY)	GAL	**8,320**	$ 4.75	$39,520.00	8,620.00	$40,945.00	$1,425.00
316-A5	AC-20-5TR, AC -20-XP (AVG. 0.25 GAL/SY)	GAL	**25,480**	$ 4.50	$114,660.00	25,500.00	$114,750.00	$90.00
316-PD4	TYPE PD OR PL GRADE 4 AGGREGATE	SY	**23,100**	$ 1.66	$38,346.00	23,100.00	$38,346.00	$0.00
316-PD5	TYPE PD OR PL GRADE 5 AGGREGATE	SY	**102,000**	$ 1.47	$149,940.00	101,382.00	$149,031.54	($908.46)
351	Flexible Pavement Structure Repair 6” (Type B or C), in place, as per plans and specifications, per ton, for	TONS	**1,100**	$ 223.50	$245,850.00	1,022.34	$228,492.99	($17,357.01)
502	BARRICADE, SIGNS, AND TRAFFIC CONTROL	LS	**1**	$ 10,000.00	$10,000.00	2.00	$20,000.00	$10,000.00
666SY-4	Reflectorized pavement markings, Type I (Yellow) (4”) (Solid), as per plans and specifications, per linear foot, for	LF	**10,290**	$ 0.82	$8,437.80	5,570.00	$4,567.40	($3,870.40)
666BY-4	Reflectorized pavement markings, Type I (Yellow) (4”) (Broken), as per plans and specifications, per linear foot, for	LF	**760**	$ 1.03	$782.80	700.00	$721.00	($61.80)
666SW-4	Reflectorized pavement markings, Type I (White) (4”) (Solid), as per plans and specifications, per linear foot, for	LF	**14,080**	$ 0.85	$11,968.00	23,253.00	$19,765.05	$7,797.05
66SW-8	Reflectorized pavement markings, Type I (White) (8”) (SOLID), as per plans and specifications, per linear foot, for	LF	**300**	$ 1.55	$465.00	246.00	$381.30	($83.70)
					$675,519.60		$672,550.28	

L S EQUIPMENT CO. INC, dba LONE STAR EQUIPMENT CO.
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HENDERSON. TEXAS 75653-0790

TO: GARY L. CANNON PM.
CITY OF TYLER
PO BOX 2039
TYLER, TEXAS 75710

Reconciliation Change Order 6-Final
PROJECT #: 24-043
DATE:

BASE BID CONTRACT AMOUNT: $757,541.10

2025 SEAL COAT PROJECT
Reconciliation Change Order

Item No.	Description	UNIT	ORIGINAL PROJECT ESTIMATE	CONTRACT UNIT PRICE	CONTRACT BID TOTAL	QUANTITY USED	COST WORK COMPLETED	OVER AND UNDER QUANTTITIES
	BASE BID Continue							
666SW-12	Reflectorized pavement markings, Type I (White) (12") (Solid), as per plans and specifications, per linear foot, for	LF	**450**	$ 4.55	$2,047.50	100.00	$455.00	(1,592.50)
666SW-24	Reflectorized pavement markings, Type I (White) (24")(Stop Bar and Mid-Block Crosswalks), as per plans and specifications, per linear foot, for	LF	**1,095**	$ 7.10	$7,774.50	1,629.00	$11,565.90	3,791.40
666-RR	Reflectorized pavement markings, TYPE 1 (WHITE) (RR-XING W/O STOP BARS	EA	**4**	$ 680.00	$2,720.00	4.00	$2,720.00	0.00
666-0	Reflectorized pavement markings, Type I, (White) ("Only") Symbol, as per plans and specifications per each, for	EA	**2**	$ 220.00	$440.00	3.00	$660.00	220.00
666A-LT	Reflectorized pavement markings, Type I, (Left Turn Arrow), as per plans and specifications per each, for	EA	**6**	$ 167.00	$1,002.00	5.00	$835.00	(167.00)
666-BS	Reflectorized pavement markings, Type I, (White) (Bike Symbol with Arrow), as per plans and specifications per each, for	EA	**43**	$ 410.00	$17,630.00	44.00	$18,040.00	410.00
672-II	Raised Pavement Markers, Type II, (Blue for Fire Hydrant Markers), as per plans and specifications, per each, for	EA	**50**	$ 8.15	$407.50	34.00	$277.10	(130.40)
800	ALLOWANCE FOR CONSTRUCTION CONTINGENCY	LS	**1**	$ 50,000.00	$50,000.00		$0.00	(50,000.00)
				Sub Total	$82,021.50		$34,553.00	
				Base Bid Total	$757,541.10		$707,103.28	(50,437.82)

L S EQUIPMENT CO. INC, dba LONE STAR EQUIPMENT CO.
PO BOX 790
HENDERSON. TEXAS 75653-0790

TO: GARY L. CANNON PM.
CITY OF TYLER
PO BOX 2039
TYLER, TEXAS 75710

Reconciliation Change Order 6-Final
PROJECT #: 24-043
DATE:

FAIR PARK CONTRACT AMOUNT: $7,450.70

2025 SEAL COAT PROJECT
Reconciliation Change Order

Item No.	Description	UNIT	ORIGINAL PROJECT ESTIMATE	CONTRACT UNIT PRICE	CONTRACT BID TOTAL	QUANTITY USED	COST WORK COMPLETED	OVER AND UNDER QUANTTITIES
	PARKS DEPARTMENTS FAIR PARK PARKING (SEPARATE invoice)							
666SY-4	Reflectorized pavement markings, Type I (Yellow) (4") (Solid), as per plans and specifications, per linear foot, for	LF	**3,150**	$ 0.82	$ 2,583.00	3220	$2,640.40	$57.40
666SW-4	Reflectorized pavement markings, Type I (White) (4") (Solid), as per plans and specifications, per linear foot, for	LF	**1,440**	$ 0.82	$ 1,180.80	1363	$1,117.66	($63.14)
666BW-4	Reflectorized pavement markings, Type I (WHITE) (4") (Broken), as per plans and specifications, per linear foot, for	LF	**80**	$ 1.03	$ 82.40		$0.00	($82.40)
666SW-8	Reflectorized pavement markings, Type I (White) (8") (SOLID), as per plans and specifications, per linear foot, for	LF	**450**	$ 1.55	$ 697.50	133	$206.15	($491.35)
666SW-12	Reflectorized pavement markings, Type I (White) (12") (Solid), as per plans and specifications, per linear foot, for	LF	**280**	$ 4.55	$ 1,274.00		$0.00	($1,274.00)
666SW-24	Reflectorized pavement markings, Type I (White) (24")(Stop Bar and Mid-Block Crosswalks), as per plans and specifications, per linear foot, for	LF	**230**	$ 7.10	$ 1,633.00	238	$1,689.80	$56.80
		EA	-	$ 167.00	$ -	1	$167.00	$167.00
		EA	-	$ 220.00	$ -	1	$220.00	$220.00
					$ 7,450.70		$6,041.01	($1,409.69)

L S EQUIPMENT CO. INC, dba LONE STAR EQUIPMENT CO.
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HENDERSON. TEXAS 75653-0790

TO: GARY L. CANNON PM.
CITY OF TYLER
PO BOX 2039
TYLER, TEXAS 75710

Reconciliation Change Order 6-Final
PROJECT #: 24-043
DATE:

MAINTENANCE STRIPING CONTRACT AMOUNT: $34,416.35

2025 SEAL COAT PROJECT
Reconciliation Change Order

Item No.	Description	UNIT	ORIGINAL PROJECT ESTIMATE	CONTRACT UNIT PRICE	CONTRACT BID TOTAL	QUANTITY USED	COST WORK COMPLETED	OVER AND UNDER QUANTTITIES
	BASE BID: Maintenance Striping - (Separate Invoice)							
666SY-4	Reflectorized pavement markings, Type I (Yellow) (4") (Solid), as per plans and specifications, per linear foot, for	LF	**15,125**	$ 0.82	$ 12,402.50	19364	$15,878.48	$3,475.98
666SW-24	Reflectorized pavement markings, Type I (Yellow) (24") (Solid), as per plans and specifications, per linear foot, for	LF	**160**	$ 7.10	$ 1,136.00		$0.00	($1,136.00)
666SW-4	Reflectorized pavement markings, Type I (WHITE) (4") (Solid), as per plans and specifications, per linear foot, for	LF	**670**	$ 0.82	$ 549.40	520	$426.40	($123.00)
666BW-4	Reflectorized pavement markings, Type I (WHITE) (4") (Broken), as per plans and specifications, per linear foot, for	LF	**400**	$ 1.03	$ 412.00	500	$515.00	$103.00
666SW-8	Reflectorized pavement markings, Type I (White) (8") (SOLID), as per plans and specifications, per linear foot, for	LF	**1,135**	$ 1.55	$ 1,759.25	962	$1,491.10	($268.15)
666SW-24	Reflectorized pavement markings, Type I (White) (24")(Stop Bar and Mid-Block Crosswalks), as per plans and specifications, per linear foot, for	LF	**72**	$ 7.10	$ 511.20	72	$511.20	$0.00
666-0	Reflectorized pavement markings, Type I, (White) ("Only") Symbol, as per plans and specifications per each, for	EA	**40**	$ 220.00	$ 8,800.00	21	$4,620.00	($4,180.00)
666-BS	Reflectorized pavement markings, Type I, (White) (Bike Symbol with Arrow), as per plans and specifications per each, for	EA	**2**	$ 410.00	$ 820.00	5	$2,050.00	$1,230.00
666A-LT	Reflectorized pavement markings, Type I, (Left Turn Arrow), as per plans and specifications per each, for	EA	**30**	$ 167.00	$ 5,010.00	38	$6,346.00	$1,336.00
666A-RT	Reflectorized pavement markings, Type I, (Right Turn Arrow), as per plans and specifications per each, for	EA	**8**	$ 167.00	$ 1,336.00	5	$835.00	($501.00)
666A-SL	Reflectorized pavement markings, Type I, (Left Turn Straight Arrow), as per plans and specifications per each, for	EA	**4**	$ 280.00	$ 1,120.00	3	$840.00	($280.00)
666A-SR	Reflectorized pavement markings, Type I, (Right Turn Straight Arrow), as per plans and specifications per each, for	EA	**2**	$ 280.00	$ 560.00	2	$560.00	$0.00
					$ 34,416.35		$34,073.18	($343.17)

L S EQUIPMENT CO. INC, dba LONE STAR EQUIPMENT CO.
PO BOX 790
HENDERSON. TEXAS 75653-0790

TO: GARY L. CANNON PM.
CITY OF TYLER
PO BOX 2039
TYLER, TEXAS 75710

Reconciliation Change Order 6-Final
PROJECT #: 24-043
DATE:

ALT. 2 CONTRACT AMOUNT: $62,420.50

2025 SEAL COAT PROJECT
Reconciliation Change Order

Item No.	Description	UNIT	ORIGINAL PROJECT ESTIMATE	CONTRACT UNIT PRICE	CONTRACT BID TOTAL	QUANTITY USED	COST WORK COMPLETED	OVER AND UNDER QUANTTITIES
	ADD ALTERNATE 2 McCULLAR GROUP							
315-5	FOG SEALS, NO. 5 (6,320 SY, 30/70, 0.13 GAL/SY	GAL	**250**	$ 11.40	$2,850.00	250.00	$2,850.00	$0.00
315-4	FOG SEALS, NO. 4 (4530 SY, 30/70, 0.15 GAL/SY	GAL	**205**	$ 11.40	$2,337.00	205.00	$2,337.00	$0.00
316-A4	AC-20-5TR, AC -20-XP (AVG. 0.36 GAL/SY)	GAL	**1,640**	$ 4.50	$7,380.00	1,680.00	$7,560.00	$180.00
316-A5	AC-20-5TR, AC -20-XP (AVG. 0.25 GAL/SY)	GAL	**1,600**	$ 4.50	$7,200.00	1,750.00	$7,875.00	$675.00
316-PD4	TYPE PD OR PL GRADE 4 AGGREGATE	SY	**4,550**	$ 1.66	$7,553.00	4,550.00	$7,553.00	$0.00
316-PD5	TYPE PD OR PL GRADE 5 AGGREGATE	SY	**6,350**	$ 1.48	$9,398.00	6,350.00	$9,398.00	$0.00
351	Flexible Pavement Structure Repair 6” (Type B or C), in place, as per plans and specifications, per ton, for	TONS	**115**	$ 223.50	$25,702.50	140.57	$31,417.40	$5,714.90
					$62,420.50		$68,990.40	$6,569.89

L S EQUIPMENT CO. INC, dba LONE STAR EQUIPMENT CO.
PO BOX 790
HENDERSON. TEXAS 75653-0790

TO: GARY L. CANNON PM.
CITY OF TYLER
PO BOX 2039
TYLER, TEXAS 75710

Reconciliation Change Order 6-Final
PROJECT #: 24-043
DATE:

ALT. 3 CONTRACT AMOUNT: $97,138.55

2025 SEAL COAT PROJECT
Reconciliation Change Order

Item No.	Description	UNIT	ORIGINAL PROJECT ESTIMATE	CONTRACT UNIT PRICE	CONTRACT BID TOTAL	QUANTITY USED	COST WORK COMPLETED	OVER AND UNDER QUANTTITIES
	Add ALTERNATE 3: REICK GROUP							
315-4	FOG SEALS, NO. 4 (4530 SY, 30/70, 0.15 GAL/SY	GAL	**780**	$ 11.50	$8,970.00	780.00	$8,970.00	$0.00
316-A4	AC-20-5TR, AC -20-XP (AVG. 0.36 GAL/SY)	GAL	**6,200**	$ 4.75	$29,450.00	7,450.00	$35,387.50	$5,937.50
316-PD4	TYPE PD OR PL GRADE 4 AGGREGATE	SY	**17,200**	$ 1.66	$28,552.00	17,200.00	$28,552.00	$0.00
351	Flexible Pavement Structure Repair 6” (Type B or C), in place, as per plans and specifications, per ton, for	TONS	**68**	$ 223.50	$15,198.00	64.17	$14,342.00	($856.00)
666SY-4	Reflectorized pavement markings, Type I (Yellow) (4”) (Solid), as per plans and specifications, per linear foot, for	LF	**7,400**	$ 0.82	$6,068.00	8,038.00	$6,591.16	$523.16
666SY-24	Reflectorized pavement markings, Type I (Yellow) (24”) (Solid), as per plans and specifications, per linear foot, for	LF	**140**	$ 7.10	$994.00		$0.00	($994.00)
666BY-4	Reflectorized pavement markings, Type I (Yellow) (4”) (Broken), as per plans and specifications, per linear foot, for	LF	**1,850**	$ 1.03	$1,905.50	1,400.00	$1,442.00	($463.50)
666SW-4	Reflectorized pavement markings, Type I (white) (4”) (Solid), as per plans and specifications, per linear foot, for	LF	**-**	$ 0.85	$0.00	809.00	$687.65	$687.65
66SW-6	Reflectorized pavement markings, Type I (White) (6”) (SOLID), as per plans and specifications, per linear foot, for	LF	**800**	$ 2.05	$1,640.00		$0.00	($1,640.00)
66SW-8	Reflectorized pavement markings, Type I (White) (8”) (SOLID), as per plans and specifications, per linear foot, for	LF	**270**	$ 1.55	$418.50	390.00	$604.50	$186.00
666SW-12	Reflectorized pavement markings, Type I (White) (12”) (SOLID) (Crosswalks), as per plans and specifications, per linear foot, for	LF	**85**	$ 4.55	$386.75		$0.00	($386.75)
666SW-24	Reflectorized pavement markings, Type I (White) (24”)(Stop Bar and Mid-Block Crosswalks), as per plans and specifications, per linear foot,	LF	**55**	$ 7.10	$390.50	143.00	$1,015.30	$624.80
666A-LT	Reflectorized pavement markings, Type I, (Left Turn Arrow), as per plans and specifications per each, for	EA	**5**	$ 167.00	$835.00	2.00	$334.00	($501.00)
					$94,808.25		$97,926.11	

L S EQUIPMENT CO. INC, dba LONE STAR EQUIPMENT CO.
PO BOX 790
HENDERSON. TEXAS 75653-0790

TO: GARY L. CANNON PM.
CITY OF TYLER
PO BOX 2039
TYLER, TEXAS 75710

Reconciliation Change Order 6-Final
PROJECT #: 24-043
DATE:

ALT. 3 CONTRACT AMOUNT: $97,138.55

2025 SEAL COAT PROJECT
Reconciliation Change Order

Item No.	Description	UNIT	ORIGINAL PROJECT ESTIMATE	CONTRACT UNIT PRICE	CONTRACT BID TOTAL	QUANTITY USED	COST WORK COMPLETED	OVER AND UNDER QUANTTITIES
	Add ALTERNATE 3: REICK GROUP							
666A-RT	Reflectorized pavement markings, Type I, (Right Turn Arrow), as per plans and specifications per each, for	EA	**2**	$ 167.00	$334.00	0.00	$0.00	($334.00)
666-O	Reflectorized pavement markings, Type I, (White) (“Only”) Symbol, as per plans and specifications per each, for	EA	**3**	$ 220.00	$660.00	2.00	$440.00	($220.00)
672-II-A-A	Raised Pavement Markers Type II, (Amber)	EA	**166**	$ 8.05	$1,336.30	283.00	$2,278.15	$941.85
				Subtotal	$2,330.30		$2,718.15	
				Alt. 3 Total	$97,138.55		$100,644.26	$3,505.70

L S EQUIPMENT CO. INC, dba LONE STAR EQUIPMENT CO.
PO BOX 790
HENDERSON. TEXAS 75653-0790

GARY L. CANNON PM.
CITY OF TYLER
PO BOX 2039
TYLER, TEXAS 75710

Reconciliation Change Order 6-Final
PROJECT #: 24-043
DATE:

TOTAL CONTRACT AMOUNT: $958,967.20

2025 SEAL COAT PROJECT
Reconciliation Change Order

	Bid Amount	Final Cost	Contract Difference +/-
BASE BID:	$757,541.10	$707,103.28	($50,437.82)
Parks Department	$7,450.70	$6,041.01	($1,409.69)
Traffic Maint.	$34,416.35	$34,073.18	($343.17)
ALT. 2: McCullar	$62,420.50	$68,990.40	$6,569.89
ALT. 3: Reick	$97,138.55	$100,644.26	$3,505.70
	$958,967.20	$916,852.12	($42,115.08)
			Under Original Contract

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

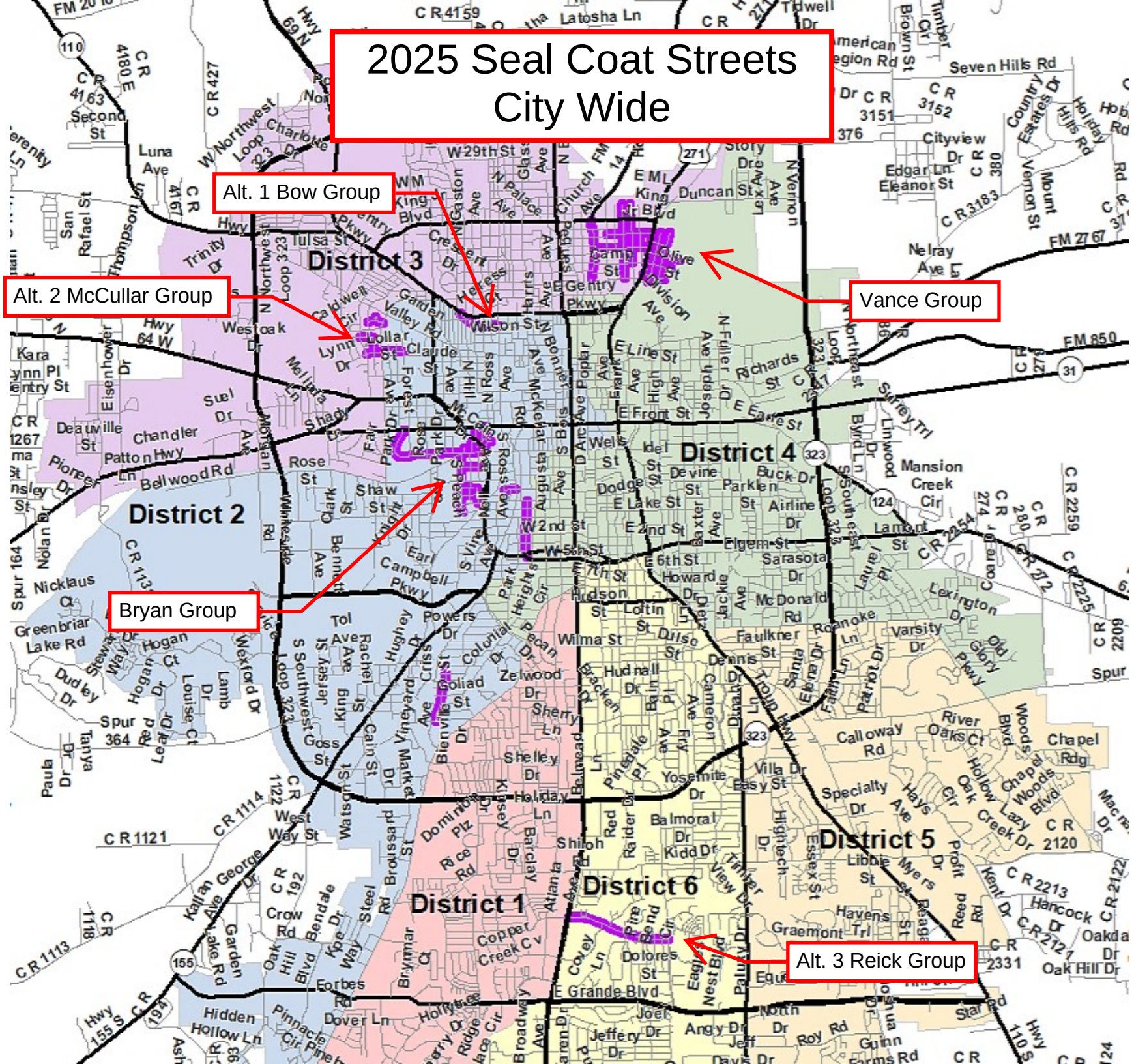
Recommended for approval:

City Engineer — Date 10/24/25

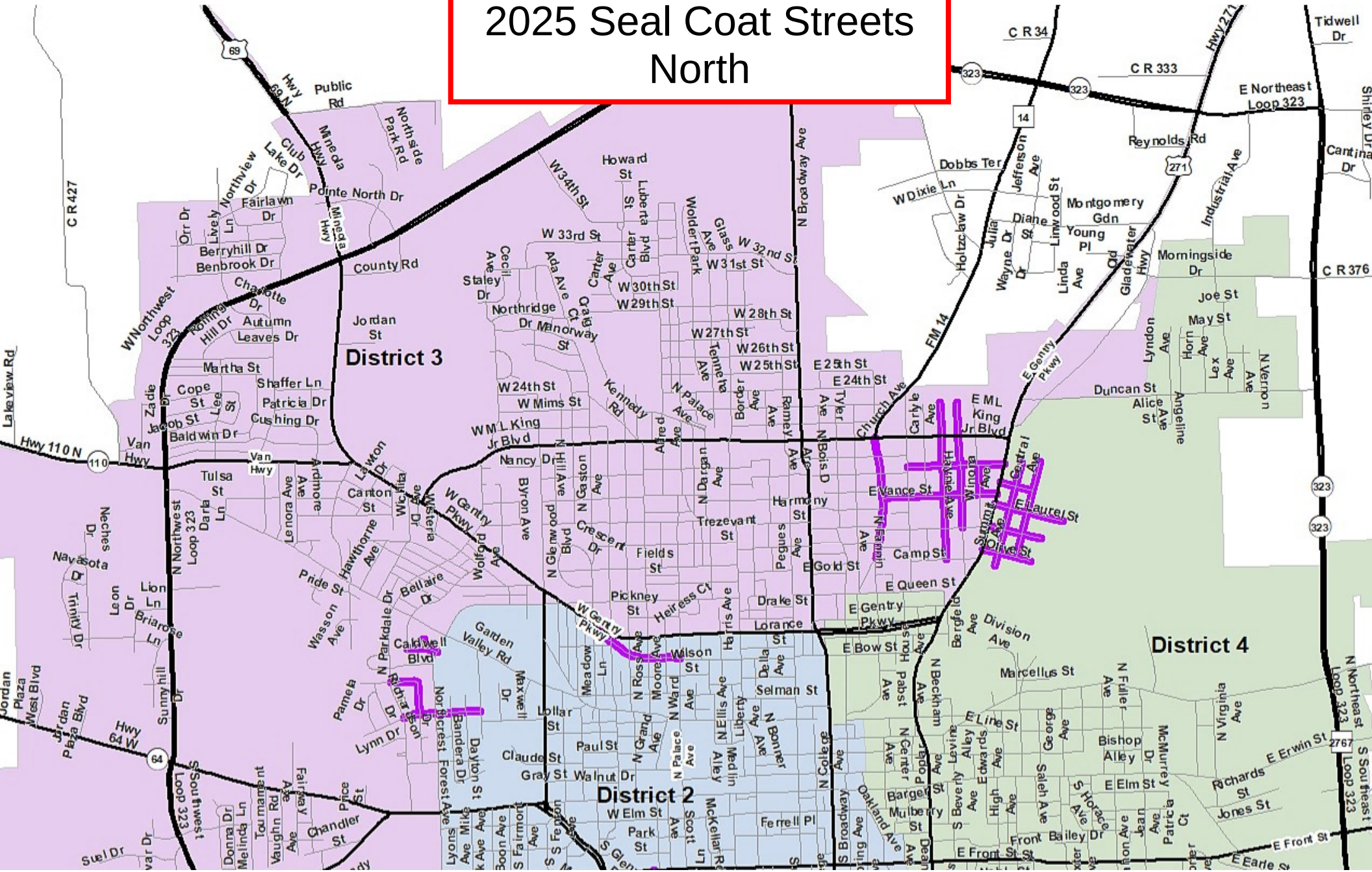
Contractor — Date 10/24/25

Project Engineer/Manager — Date 10/24/25

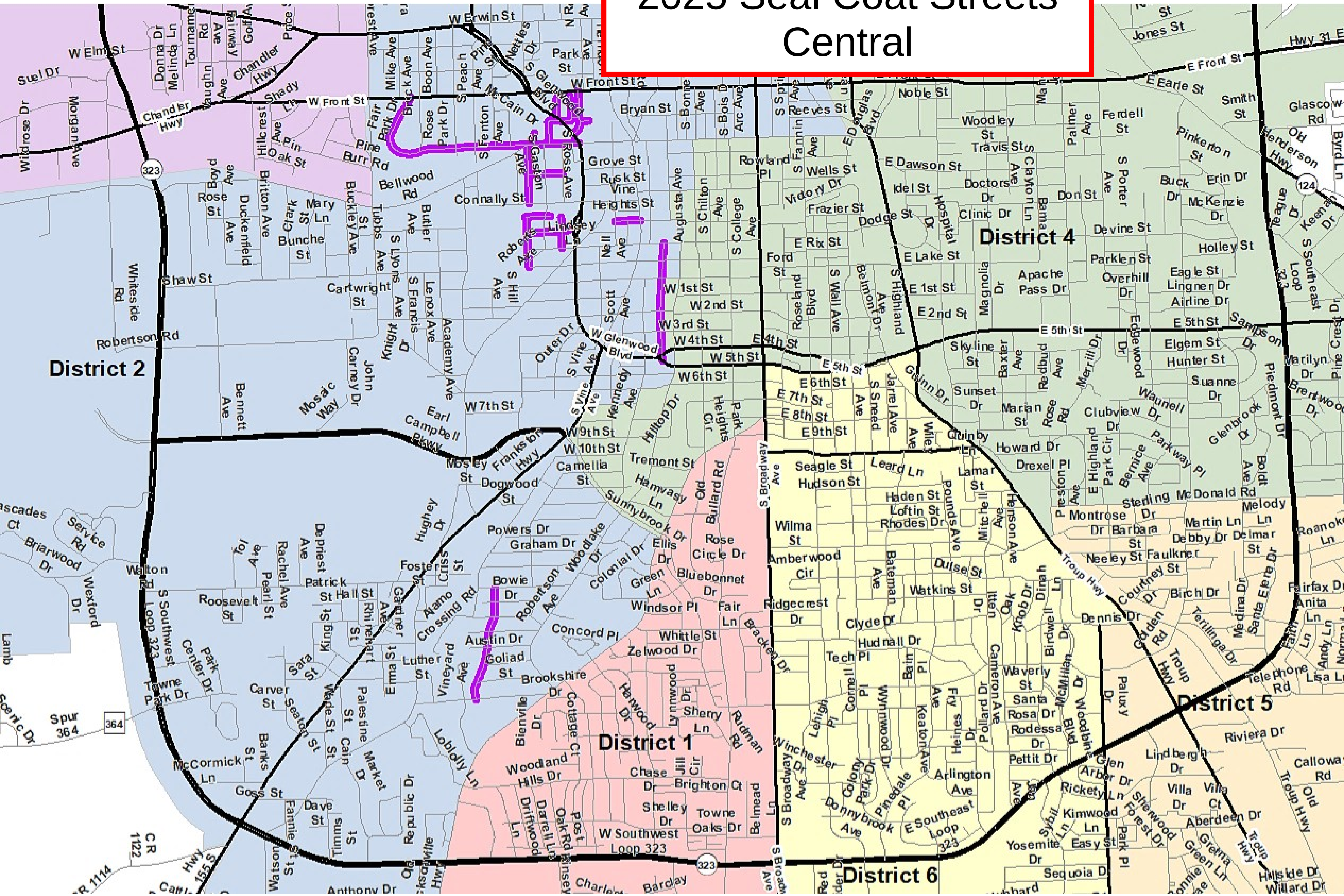
Total completeed & stored to date	$916,852.12
Less Retainage	$17,534.76
Total Earned less Retainage	$899,317.36
Less Previous Paid Application	$899,317.36
Less Previous UNPAID Appilcations	
Final Payment Retainage	**$17,534.76**


2025 Seal Coat Streets
City Wide
Alt. 1 Bow Group
Alt. 2 McCullar Group
Vance Group
Bryan Group
Alt. 3 Reick Group
District 1
District 2
District 3
District 4
District 5
District 6

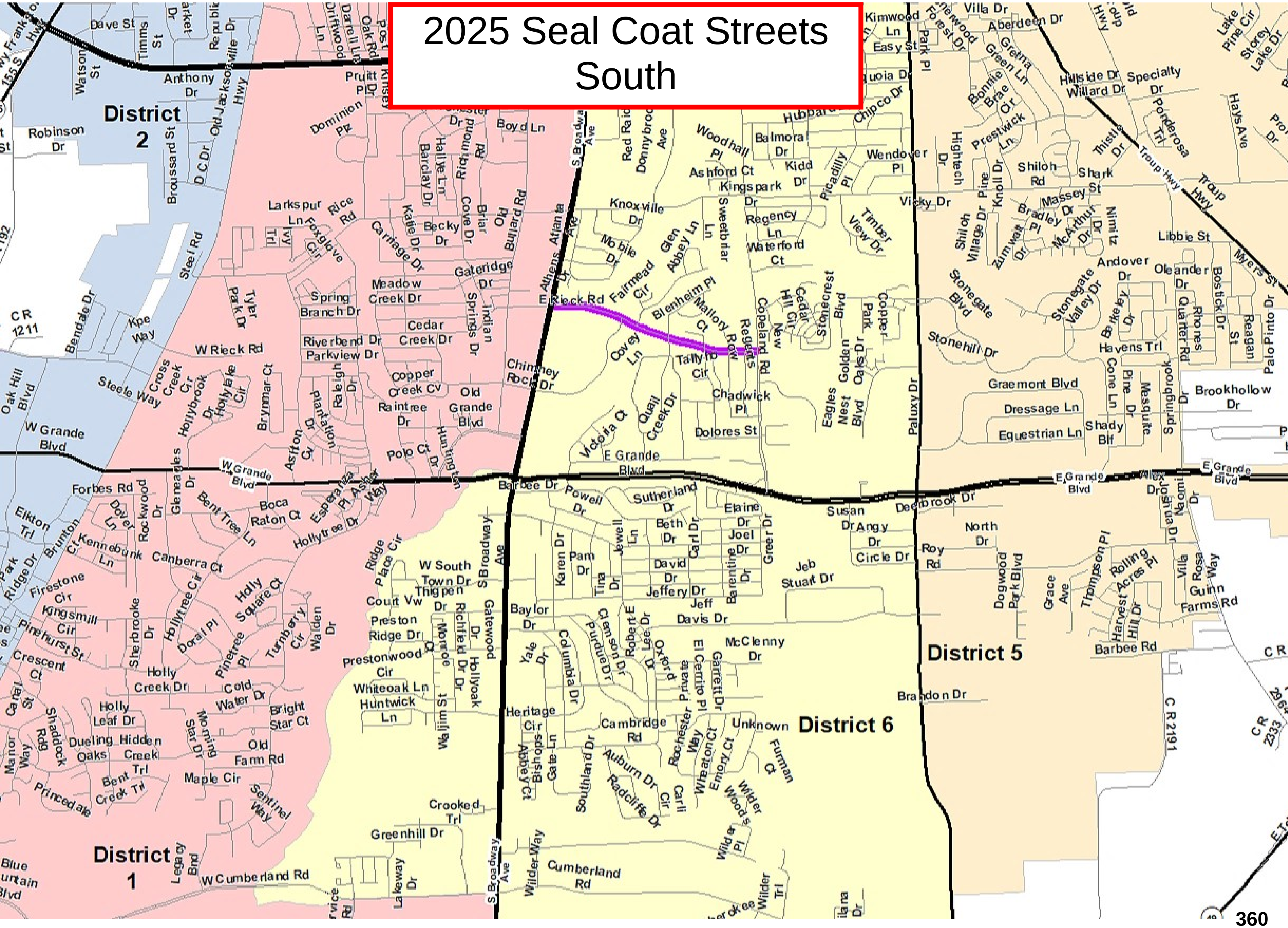
2025 Seal Coat Streets North



2025 Seal Coat Streets
Central



2025 Seal Coat Streets South



CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-18

Date: November 12, 2025

Subject: Request that the City Council consider authorizing the City Manager to execute a reconciliation change order that will increase the contract amount by $51,225.00 and the release of final retainage payment in the amount of $16,618.50, with Capps-Capco Construction, for additional services related to the Charleston Lift Station Rehabilitation Project.

Item Reference: **City Council Agenda Item M-3; 12/13/2023**

In 2017, Tyler Water Utilities (TWU) entered into a Consent Decree with the Environmental Protection Agency (EPA) to address the City's aging wastewater collection system and resulting discharges. The City's lift stations and force mains are included in the wastewater collection system. The Charleston Lift Station Rehabilitation project provided necessary rehabilitation and improvements at the City of Tyler's Charleston Lift Station. These improvements included the installation of new submersible pumps, wet well repairs and rehabilitation, site piping improvements, site and access improvements, fencing improvements, replacement of deteriorated electrical and controls, and installation of an automatic transfer switch and natural gas standby generator. The project was bond funded.

The Charleston Lift Station Rehabilitation project was publicly advertised, and bids were opened and read aloud on November 14, 2023. Two bids were received. The lowest responsible bidder was Capps-Capco Construction for $621,033.00. Capps-Capco Construction was awarded this contract as the lowest responsible bidder.

In June of 2025, there was a sewer main break in the creek at the Wildwood Apartments located at 1909 Shiloh Road, Tyler Texas. A contract amendment was made for the contractor to complete the repair and restore the creek bed.

The initial project cost was $621,033.00. The project has been completed at $672,258.00, with a total additional cost of $51,225.00(8.25%).

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to execute a reconciliation change order that will increase the contract amount by $51,225.00 and the release of final retainage payment in the amount of $16,618.50, with Capps-Capco Construction, for additional services related to the Charleston Lift Station Rehabilitation Project.

Attachments:
Section 14 - Waiver and Release
Section 12 - Affadiavit of Bills Paid
Reconcilliatory Change Order 2
102062 PE 13 (Final)

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

Edited/Submitted By:
City Manager

Section 14 WAIVER AND RELEASE

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

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

City of Tyler Bid Number	23-056
Project Name	Charleston Lift Station Improvements

On receipt by the signer of this document of a check from CITY OF Tyler *[Maker of Check]* in the sum of $_____ payable to CAPPS- CAPCO 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 _____ *[Location]* to the following extent: Charleston Lift Station Improvement *[Job Description]*.

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

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

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

Date 10/6/2025

CAPPS- CAPCO Construction Inc (Company name)

By Robyn C Capps (Signature)

President (Title)

THE STATE OF TEXAS	§	**UNCONDITIONAL 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

NOTICE:

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

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

City of Tyler Bid Number	23-056
Project Name	Charleston Lift Station Improvements

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

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

Date 10/6/2025

Capps-Capco Construction Inc. (Company name)

By Robert L Capps (Signature)

President (Title)

Section 12 CONTRACTOR'S AFFIDAVIT OF BILLS PAID

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

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

I, Robyn E CAPPS *[Name of Affiant]*, do solemnly swear or affirm that I am the legal representative of CAPPS-CAPCO CONSTRUCTION INC. *[Contractor's Company / Corporation Name]*, the City of Tyler, the County of Smith, the State of Texas, and that the work for the construction of the project designated below has been satisfactorily completed:

City of Tyler Bid Number	23-056
Project Name	Charleston Lift Station 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
JW Electric 48 Robinson Const.	$ 4791.94	9032910200	PO Box 143 Whitehouse TX 75693
	$ 1021.04	9037212533	PO Box 480 Jacksonville TX 75766
	$		

Robyn E Capps
Signature of Contractor

Sworn to and subscribed before me by *Affiant* on the 6th day of October, 2025.

MICHAEL GREGORY LAVENDER
Notary Public, State of Texas
Comm. Expires 02-18-2026
Notary ID 12818105-5

Michael Lavender
Notary Public In and For The State of Texas

My Commission Expires: 2-18-26

Michael Lavender
Notary's Printed Name

KSA 6781 Oak Hill Blvd. Tyler, TX 75703 **CHANGE ORDER No. 2 (Reconciliatory)**	Date October 2, 2025 Project No. 102062 / Bid No. 23-056 Location Tyler, Texas
To (Contractor) Capps-Capco Construction, Inc. 13044 CR 192, Tyler Tyler, TX 75703	Job Description Charleston Lift Station Improvements Total Contract Price: Original $621,033.00 Previous CO / WO $51,225.00 Current $672,258.00

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 2.1	Modify Item 1.18 - Chemical Injection Grouting - Decrease quantity by 10 gallon to 0/00 gallon	$5,000.00	$0.00
CO 2.2	Modify Item 1.28 - Foundation Material for Trench - Decrease quantity by 20 cubic yard ot 0/00 cubic yard	$1,700.00	$0.00
CO 2.3	Modify Item 1.32 - 6-in Lime Stabilized Subgrade - Decrease quantity by 208 cubic yard to 0/00 cubic yard	$2,288.00	$0.00
CO 2.4	Modify Item 1.33 - Lime for Stabilized Subgrade - Decrease quantity by 4 TON to 0/00 TON	$1,000.00	$0.00
CO 2.5	Modify Item 1.34 - 8-in Type A, Grade 1-2 Flexible Base - Decrease quanity by 41 cubic yard 0/00 cubic yard	$7,175.00	$0.00
CO 2.6	Modify Item 1.35 - 2-in Type D HMAC Surface Course - Decrease quantity by 155 square yard 0/00 square yard	$4,650.00	$0.00
CO 2.7	Modify Item 1.37 - Concrete Header - Decrease quantity of 1 each to 0/00 each	$1,400.00	$0.00
CO 2.8	Modify Item 1.39 - Concrete Sidewalk - Decrease quantity by 11 square yard to 9 square yard	$1,595.00	$0.00
CO 2.9	Modify Item 1.44 - Filter Fabric Fence - Decrease quantity by 350 linear feet to 100 linear feet	$1,750.00	$0.00
CO 2.10	Modify Item 1.45 - Erosion Control Fabric - Decrease quantity by 30 square yard to 0/00 square yard	$360.00	$0.00
CO 2.11	Add Item 1.52 - 6-in Concrete Paving with Subgrade Preparation as inlcuded in the Contractor's Proposal - Add quantity of One Hundred Fifty-five (155) SY with a per square yard unit price of $106.53. Increase in Contract Price by $16,512.15 (155 SY x $106.53/SY = $16,512.15).	$0.00	$16,512.15
CO 2.12	Add Item 1.53 - 4-in 45° Bend to Align Existing Force Main to Valve Vault - Add quantity of Two (2) EA with a per each unit price of $785.00. Increase in Contract Price by $1,570.00 (2 EA x $785.00/EA = $1,570.00).	$0.00	$1,570.00
CO 2.13	Add Item 1.54 - City Requested Assistance to Sawcut and Remove Existing Down Tree and Clean Brush Along Drive at Gilley Lift Station - Add quantity of One (1) with a lump sum unit price of $3,150.00. Increase in Contract Price by $3,150.00 (1 LS x $3,150.00/LS = $3,150.00).	$0.00	$3,150.00
CO 2.14	Add Item 1.55 - City Requested Assistance to Repair Fence Damaged by Tree (Includes Entire Backside and Gates) at Gilley Lift Station - Add quantity of One (1) with a lump sum unit price of $2,750.00. Increase in Contract Price by $2,750.00 (1 LS x $2,750.00/LS = $2,750.00).	$0.00	$2,750.00

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)
CO 2.15	Add Item 1.56 - Mobilization to MH06222 for City Requested Repair Assistance - Add quantity of One (1) with a lump sum unit price of $1,250.00. Increase in Contract Price by $1,250.00 (1 LS x $1,250.00/LS = $1,250.00).	$0.00	$1,250.00
CO 2.16	Add Item 1.57 - Set-up Temporary Bypass Pumping at MH06222: (Excludes bypass pump/piping; Includes Running Pipe and Air-up Plug in Sewer Line) - Add quantity of One (1) with a lump sum unit price of $950.00. Increase in Contract Price by $950.00 (1 LS x $950.00/LS = $950.00).	$0.00	$950.00
CO 2.17	Add Item 1.58 - Demolition of Existing Concrete Rip-Rap for Reuse at MH06222 - Add quantity of One (1) with a lump sum unit price of $2,800.00. Increase in Contract Price by $2,800.00 (1 LS x $2,800.00/LS = $2,800.00).	$0.00	$2,800.00
CO 2.18	Add Item 1.59 - Remove 20 LF of Existing VCP at MH06222 - Add quantity of One (1) with a lump sum unit price of $2,250.00. Increase in Contract Price by $2,250.00 (1 LS x $2,250.00/LS = $2,250.00).	$0.00	$2,250.00
CO 2.19	Add Item 1.60 - Furnish and Install DIP with Fittings - Add quantity of Twenty (20) with a per linear foot unit price of $202.50. Increase in Contract Price by $4,050.00 (20 LF x $202.50/LF = $4,050.00)	$0.00	$4,050.00
CO 2.20	Add Item 1.61 - Install Flowable Fill Around and Under Existing Concrete Rip-Rap for Erosion Control - Add quantity of Twenty (20) with a per cubic yard unit price of $315.00. Increase in Contract Price by $6,300.00 (20 CY x $315.00/CY = $6,300.00)	$0.00	$6,300.00
CO 2.21	Add Item 1.62 - Furnish and Install 4-inch PVC Conduit (from new meter can on new electrical rack to a point within 25-ft of new meter can and existing 4-inch PVC conduit that feeds the existing lift station meter): Add quantity of One (1) with a lump sum unit price of $3,239.00. Increase in Contract Price by $3,239.00 (1 LS x $3,239.00/LS = $3,239.00).	$0.00	$3,239.00
CO 2.22	Add Item 1.63 - Payment to Oncor for Re-Pulling Service Line: Add quantity of One (1) with a lump sum unit price of $8,098.51. Increase in Contract Price by $8,098.51 (1 LS x $8,098.51/LS = $8,098.51).	$0.00	$8,098.51
CO 2.23	Add Item 1.64 - Extra Trip for Generator Start-up on April 25, 2025: Add quantity of One (1) with a lump sum unit price of $1,850.00. Increase in Contract Price by $1,850.00 (1 LS x $1,850.00/LS = $1,850.00).	$0.00	$1,850.00
CO 2.23	Add Item CO2.01 - City requested compensation for Haul Dirt for Backfill: Add quantity of One Hundred Twenty (120) with a cubic yard unit price of $24.00. Increase in Contract Price by $2,880.00 (120 CY x $24.00/CY = $2,880.00).		$2,880.00
CO 2.23	Add Item CO2.02 - City requested compensation for Extra Crew and Time for Backfill: Add quantity of One (1) with a lump sum unit pice of $1,750.00. Increase in Contract Price by $1,750.00 (1 LS x $1,750.00/LS).		$1,750.00
CO 2.23	Modify Item 1.51 - Allowance for Miscellaneous Work - Reduce Allowance to $0.00 ($40,000.00 - $40,000.00 = $0/00)	$40,000.00	$0.00

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)
	Change in contract price due to this Change Order:		
	Total Decrease	$66,918.00	
	Total Increase		$59,399.66
	Difference between Columns (3) and (4)	$7,518.34	

The sum of **$7,518.34** is hereby deducted from the total contract price, and the total adjusted contract price to date thereby is **$664,739.66**.

The time provided for completion in the contract is unchanged for substantial completion. This document shall become an amendment to the contract and all provisions of the contract will apply hereto.

Recommended by (Engineer)	Whitney R. Rivers **KSA**	10/03/2025 Date
Accepted by (Contractor)	Robyn M Capps **Capps-Capco Construction, Inc.**	10/3/2025 Date
Approved by (Owner)	**City of Tyler**	Date

PROGRESS ESTIMATE

KSA
6781 OAK HILL BLVD
TYLER, TX 75703

Estimate No.:	13 (Final)	Notice to Proceed Date:	June 24, 2024
Date Received from Contractor:	October 3, 2025	Contract Time:	150 Days
Project:	Charleston Lift Station	% Complete (Time)	311%
Period:	From: 06/01/2025 To: 09/30/2025	% Complete ($)	100%
Contractor:	Capps-Capco Construction, Inc.	Project No:	102062
Address:	13044 CR 192, Tyler, TX 75703		
Amount of Contract as Awarded:	$621,033.00		

Change Orders:

# 1 $	51,225.00	# 6 $	
# 2 $	(7,518.34)	# 7 $	
# 3 $		# 8 $	
# 4 $		# 9 $	
# 5 $		#10 $	
Total Change Orders:			$43,706.66
Total Adjusted Contract:			$664,739.66

PREVIOUS PAYMENTS AUTHORIZED

#1	9,500.00	#10	36,038.71
#2	133,525.82	#11	3,168.75
#3	118,528.18	#12	54,458.62
#4	142,018.82	#13	
#5	64,290.42	#14	
#6	36,189.44	#15	
#7	11,553.52	#16	
#8	16,938.50	#17	
#9	21,910.38	#18	

Total Payments Previously Authorized: $648,121.16

Item No.	Description	Unit of Meas.	Quantity Original Estimate	Previous Month's Quantity	Current Month's Quantity	Quantity Completed To Date	Unit Price ($)	Value of Completed Work ($)
BASE BID								
1.01	Mobilization, Insurance, and Bonds	LS	1	1.00		1.00	$45,000.00	45,000.00
1.02	Barricades, Signs and Traffic Handling	LS	1	1.00		1.00	$1,500.00	1,500.00
1.03	Care of Water During Construction	LS	1	1.00		1.00	$2,500.00	2,500.00
1.04	Temporary Plugs and Bypass Pumping	LS	1	1.00		1.00	$32,500.00	32,500.00
1.05	Stormwater Pollution Prevention	LS	1	1.00		1.00	$1,750.00	1,750.00
1.06	Wet Well Testing and Inspection	LS	1	1.00		1.00	$2,570.00	2,570.00
1.07	Excavation Safety	LS	1	1.00		1.00	$1,700.00	1,700.00
1.08	Trench Safety	LF	226	226.00		226.00	$1.00	226.00
1.09	Remove Existing Control Panel and Site Electrical Improvements	LS	1	1.00		1.00	$2,800.00	2,800.00
1.10	Remove Existing Pumps, Discharge Piping, and Appurtenances	LS	1	1.00		1.00	$2,800.00	2,800.00
1.11	Remove Existing Wet Well Concrete Slap Appurtenances	LS	1	1.00		1.00	$3,500.00	3,500.00
1.12	Remove Existing Valve Vault, Check Valves, Plug Valves, and Piping	LS	1	1.00		1.00	$2,850.00	2,850.00
1.13	Remove Existing Lift Station All Weather Surface	SY	87	87.00		87.00	$9.00	783.00
1.14	Remove Existing Gravel Access Road	SY	173	173.00		173.00	$9.00	1,557.00
1.15	Remove Existing Wood Privacy Fence and Gate	LS	1	1.00		1.00	$950.00	950.00
1.16	Reconstruct Sanitary Sewer Lift Station	LS	1	1.00		1.00	$168,500.00	168,500.00
1.17	Geopolymer Lining of Wet Well	SF	640	640.00		640.00	$32.00	20,480.00
1.18	Chemical Injection Grouting	GAL	**0	0.00		0.00	$500.00	0.00
1.19	Lift Station Bypass Riser Connection	LS	1	1.00		1.00	$12,300.00	12,300.00
1.20	6-in SDR 21 PVC Force Main	LF	25	25.00		25.00	$150.00	3,750.00
1.21	Connect to Existing Force Main	EA	1	1		1	$1,200.00	1,200.00
1.22	1-in Endotrance Water Service	LF	201	201.00		201.00	$17.00	3,417.00
1.23	1-in Water Meter and Box	EA	1	1		1	$800.00	800.00
1.24	1-in Backflow Preventer Assembly	EA	1	1		1	$3,540.00	3,540.00
1.25	Freeze Proof Yard Hydrant Assembly	EA	1	1		1	$800.00	800.00
1.26	Connect to Existing Water Line	EA	1	1		1	$1,700.00	1,700.00
1.27	Waterline Disinfection and Testing	LS	1	1.00		1.00	$150.00	150.00
1.28	Foundation Material for Trench	CY	**0	0.00		0.00	$85.00	0.00
1.29	Site Preparation, Earthwork, and Grading	LS	1	1.00		1.00	$2,300.00	2,300.00
1.30	Clearing and Grubbing	LS	1	1.00		1.00	$2,500.00	2,500.00
1.31	Rock for Lift Station Site	SY	141	141.00		141.00	$39.00	5,499.00
1.32	6-in Lime Stabilized Subgrade	SY	**0	0.00		0.00	$11.00	0.00
1.33	Lime for Stabilized Subgrade	TON	**0	0.00		0.00	$250.00	0.00
1.34	8-in Type A, Grade 1-2 Flexible Base	CY	**0	0.00		0.00	$175.00	0.00
1.35	2-in Type D HMAC Surface Course	SY	**0	0.00		0.00	$30.00	0.00

Item No.	Description	Unit of Meas.	Quantity Original Estimate	Previous Month's Quantity	Current Month's Quantity	Quantity Completed To Date	Unit Price ($)	Value of Completed Work ($)
1.36	Full Depth HMAC Pavement Repair	SY	20	20.00		20.00	$175.00	3,500.00
1.37	Concrete Header	EA	**0	0		0	$1,400.00	0.00
1.38	Concrete Driveway Apron with Tapered Curb	SY	23	23.00		23.00	$250.00	5,750.00
1.39	Concrete Sidewalk	SY	**9	9.00		9.00	$145.00	1,305.00
1.40	8-ft Tall Wood Privacy Fence	EA	142	142		142	$62.00	8,804.00
1.41	14-ft Wide 8-ft Tall Wood Privacy Vehicular Gate	EA	1	1		1	$2,400.00	2,400.00
1.42	4-ft Wide 8-ft Tall Wood Privacy Pedestrian Gate	EA	1	1		1	$800.00	800.00
1.43	Remove, Salvage, and Reinstall Lift Station Sign	EA	1	1		1	$200.00	200.00
1.44	Filter Fabric Fence	LF	**100	100.00		100.00	$5.00	500.00
1.45	Erosion Control Fabric	SY	**0	0.00		0.00	$12.00	0.00
1.46	Hydromulch	AC	0.10	0.10		0.10	$10,000.00	1,000.00
1.47	Natural Gas Standby Generator and ATS	LS	1	1.00		1.00	$103,314.00	103,314.00
1.48	Electrical and Controls	LS	1	1.00		1.00	$78,900.00	78,900.00
1.49	Electrical Power Service Improvements	LS	1	1.00		1.00	$8,970.00	8,970.00
1.50	Natural Gas Service	LS	1	1.00		1.00	$8,750.00	8,750.00
1.51	Miscellaneous Allowance	AL	1	1.00		1.00	**^$0.00	0.00
**1.52	6-in Concrete Paving with Subgrade Preparation as included in the Contractor's Proposal	SY	155	155.00		155.00	$106.53	16,512.15
**1.53	4-in 45° Bend to Align Existing Force Main to Valve Vault	EA	2	2.00		2.00	$785.00	1,570.00
**1.54	City Requested Assistance to Sawcut and Remove Existing Down Tree and Clean Brush Along Drive at Gilley Lift Station	LS	1	1.00		1.00	$3,150.00	3,150.00
**1.55	City Requested Assistance to Repair Fence Damaged by Tree (Includes Entire Backside and Gates) at Gilley Lift Station	LS	1	1.00		1.00	$2,750.00	2,750.00
**1.56	Mobilization to MH06222 City	LS	1	1.00		1.00	$1,250.00	1,250.00
**1.57	Set-Up Temporary Bypass Pumping at MH06222	LS	1	1.00		1.00	$950.00	950.00
**1.58	Demolition of Existing Concrete Rip Rap for Reuse at MH06222	LS	1	1.00		1.00	$2,800.00	2,800.00
**1.59	Remove 20 LF of Existing VCP at MH06222	LS	1	1.00		1.00	$2,250.00	2,250.00
**1.60	Furnish & Install DIP with Fittings	LS	1	1.00		1.00	$4,050.00	4,050.00
**1.61	Install Flowable Fill Around and Under Existing Concrete Rip Rap	LS	1	1.00		1.00	$6,300.00	6,300.00
**1.62	Furnish and Install 4-in PVC Conduit (from new meter can on new electrical rack to a point within 25-ft of new meter can and existing 4-in PVC conduit that feeds the existing lift station meter)	LS	1	1.00		1.00	$3,239.00	3,239.00
**1.63	Payment to Oncor for Re-Pulling Service Line	LS	1	1.00		1.00	$8,098.51	8,098.51
**1.64	Extra Trip for Generator Start-up on April 25, 2025	LS	1	1.00		1.00	$1,850.00	1,850.00
*CO1.01	City requested compensation for Mobilization to Emergency Repair at 1909 Shiloh Rd	EA	2	2		2.00	$1,500.00	3,000.00
*CO1.02	City requested compensation for Demo Existing Manhole and Sewer Main	LS	1	1		1.00	$1,100.00	1,100.00
*CO1.03	City requested compenstion for Install New Manhole over Existing 12" Pipe	EA	1	1		1.00	$8,250.00	8,250.00
*CO1.04	City requested compensation for 8" SDR 26 PVC	LF	28	28		28.00	$45.00	1,260.00
*CO1.05	City requested compensation for Connect to Existing Manhole	EA	1	1		1.00	$1,900.00	1,900.00
*CO1.06	City requested compensation for 12" PVC in 20" Steel Casing	LF	130	130		130.00	$218.00	28,340.00
*CO1.07	City requested compensation for Concrete Rubble Rip Rap Along Creekside (City to Furnish Rubble)	SY	100	100		100.00	$55.00	5,500.00
*CO1.08	City requested compensation for Remove Downed Trees from Creek	LS	1	1		1.00	$1,875.00	1,875.00

Item No.	Description	Unit of Meas.	Quantity Original Estimate	Previous Month's Quantity	Current Month's Quantity	Quantity Completed To Date	Unit Price ($)	Value of Completed Work ($)
**CO2.01	City requested compensation for Haul Dirt for Backfill	CY	120	120.00		120.00	$24.00	2,880.00
**CO2.02	City requested compensation for Extra Crew and Time for Backfill	LS	1	1.00		1.00	$1,750.00	1,750.00

*** Per Change Order 1; Per Change Order 2 (Reconciliatory)**

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 Whitney R. Rivers

Date 10/09/2025

Approved: **CITY OF TYLER**

By

Date

Total Amount to Date	$664,739.66
Material on Hand	$0.00
	$664,739.66
Less 0 % Retainage	
Net Total	$664,739.66
Less Previous Payments	$648,121.16
Amount Payable to Contractor This Estimate	**$16,618.50**

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-19

Date: November 12, 2025

Subject: Request that the City Council consider authorizing the City Manager to execute a Capital Improvement Project (CIP) construction contract with Reynolds and Kay, LTD for the Keaton Drainage Improvements project, Bid No. 24-014, decreasing the approved contract amount by $21,814.26, from $4,429,876.60 to $4,408,062.34, and approve the release of retainage.

Item Reference: **CC 10/23/2024, Item M-1**

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

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

The project was awarded to Reynolds and Kay, LTD for $4,429,876.60 with a final completion date of December 31, 2025. The contract was completed for $4,408,062.34 by October 17, 2025 - $21,814.26 under budget and over two (2) months ahead of schedule.

Drainage was improved in the area by:
1. Diverting stormwater flows down Keaton Avenue utilizing two (2) reinforced concrete boxes (RCB), but keeping the normal flow in the natural channel between Bain Place and Keaton Avenue;
2. The capacity was increased in the improved channel from Shepherd Lane to Wynwood Drive;
3. The natural channel between Bain Place and Keaton Avenue was improved in the lower section near Shepherd Lane;
4. The improved channel from Fry Avenue to the improved channel between Shepherd Land and Wynwood Drive was rebuilt with increased capacity;
5. The utilities in Keaton from the diversion to Shepherd Lane were replaced; and
6. The road surface was repaved.

Funding Source: American Rescue Plan Act (ARPA) Funds

RECOMMENDATION:

Request that the City Council consider authorizing the City Manager to execute a Capital Improvement Project (CIP) construction contract with Reynolds and Kay, LTD for the Keaton Drainage Improvements project, Bid No. 24-014, decreasing the approved contract amount by $21,814.26, from $4,429,876.60 to $4,408,062.34, and approve the release of retainage.

Attachments:
2025-10-23_Keaton_Ave_Bid_No_24-014_R&K_RCO_Signed
24-014_Keaton_Ave_Drainage_R&K_Close_Out_Signed
Start_Looking_Upstream_At_Diversion
Start_Looking_Downstream
Intersection_Keaton_Shepherd_Looking_West

Drafted/Recommended By:
Department Leader Paul Neuhaus, PE, MS, CFM - Stormwater Management and Environmental Compliance Engineer

Edited/Submitted By:
City Manager

RECONCILIATION CONTRACT CHANGE ORDER
CHANGE ORDER NO. #01

PROJECT NAME: Keaton Drainage Improvements

DATE: 10/23/2025

CONTRACTOR: Reynolds and Kay, LTD.
ADDRESS: P.O. Box 88
Tyler, TX 75771
PHONE NO.: (903) 592-0835

BID NUMBER: 24-014

Item No.	Work Items	Qty	Units (from pull-down list)	Unit Price	SOV	Qty Complete to Date	Amount Complete to Date	Difference in Bid Qty	Difference in Bid Amount
1	MOBILIZATION	1.00	LS	$ 240,000.00	$ 240,000.00	1.00	$ 240,000.00	0.00	$ -
2	CONSTRUCTION STAKING	1.00	LS	$ 50,000.00	$ 50,000.00	1.00	$ 50,000.00	0.00	$ -
3	PREPARING OF RIGHT OF WAY	11.00	STA	$ 5,000.00	$ 55,000.00	11.44	$ 57,200.00	0.44	$ 2,200.00
4	ROCK FILTER DAMS (INSTALL/MAINTAIN) (TY 3)	36.00	LF	$ 50.00	$ 1,800.00	15.00	$ 750.00	(21.00)	$ (1,050.00)
5	ROCK FILTER DAMS (REMOVE)	36.00	LF	$ 15.00	$ 540.00	15.00	$ 225.00	(21.00)	$ (315.00)
6	BIODEG EROSN CONT LOGS (INSTALL/MAINTAIN) (12")	30.00	LF	$ 10.00	$ 300.00	0.00	$ -	(30.00)	$ (300.00)
7	BIODEG EROSN CONT LOGS (REMOVE)	30.00	LF	$ 3.00	$ 90.00	0.00	$ -	(30.00)	$ (90.00)
8	TRIANGULAR FILTER DIKE (INLET PROTECTION) (INSTALL/MAINTAIN)	30.00	LF	$ 10.00	$ 300.00	0.00	$ -	(30.00)	$ (300.00)
9	TRIANGULAR FILTER DIKE (INLET PROTECTION) (REMOVE)	30.00	LF	$ 3.00	$ 90.00	0.00	$ -	(30.00)	$ (90.00)
10	BARRICADES, SIGNS AND TRAFFIC HANDLING	12.00	MO	$ 1,300.00	$ 15,600.00	12.00	$ 15,600.00	0.00	$ -
11	REMOVING CONCRETE (CURB AND GUTTER)	1051.00	LF	$ 22.00	$ 23,122.00	1662.00	$ 36,564.00	611.00	$ 13,442.00
12	REMOVING CONCRETE (SIDEWALKS)	44.00	SY	$ 55.00	$ 2,420.00	60.00	$ 3,300.00	16.00	$ 880.00
13	REMOVING CONCRETE (DRIVEWAYS)	193.00	SY	$ 67.00	$ 12,931.00	444.00	$ 29,748.00	251.00	$ 16,817.00
14	REMOVING CONCRETE (RIPRAP)	786.00	SY	$ 84.00	$ 66,024.00	1176.00	$ 98,784.00	390.00	$ 32,760.00
15	REMOVE STR (RET WALL)	1899.00	LF	$ 90.00	$ 170,910.00	1907.00	$ 171,630.00	8.00	$ 720.00
16	REMOVE STR (BOX CULVERT)	66.00	LF	$ 140.00	$ 9,240.00	66.00	$ 9,240.00	0.00	$ -
17	REMOVE STR (PIPE)	282.00	LF	$ 67.00	$ 18,894.00	281.00	$ 18,827.00	(1.00)	$ (67.00)
18	REMOVE STR (INLET)	2.00	EA	$ 1,800.00	$ 3,600.00	2.00	$ 3,600.00	0.00	$ -
19	REMOVE STR (BRIDGE 0-99 FT LENGTH)	2.00	EA	$ 2,500.00	$ 5,000.00	2.00	$ 5,000.00	0.00	$ -
20	REMOVE STAB BASE AND ASPHALT PAVEMENT (2"-6")	2930.00	SY	$ 10.00	$ 29,300.00	4086.00	$ 40,860.00	1156.00	$ 11,560.00
21	PRIME - MC 30	741.00	SY	$ 10.00	$ 7,410.00	0.00	$ -	(741.00)	$ (7,410.00)
22	REMOVE 6" WATER LINE AND APPURTENANCES	119.00	LF	$ 30.00	$ 3,570.00	119.00	$ 3,570.00	0.00	$ -
23	REMOVE AND REPLACE FIRE HYDRANT ASSEMBLY	1.00	EA	$ 7,000.00	$ 7,000.00	1.00	$ 7,000.00	0.00	$ -
24	RELOCATE EXISTING WATER METER	8.00	EA	$ 200.00	$ 1,600.00	17.00	$ 3,400.00	9.00	$ 1,800.00
25	RECONNECT EXISTING WATER SERVICE LINES	14.00	EA	$ 1,700.00	$ 23,800.00	17.00	$ 28,900.00	3.00	$ 5,100.00
26	REMOVE 6" SANITARY SEWER LINE	30.00	LF	$ 4.00	$ 120.00	28.00	$ 112.00	(2.00)	$ (8.00)
27	REMOVE 8" SANITARY SEWER LINE	584.00	LF	$ 4.00	$ 2,336.00	377.00	$ 1,508.00	(207.00)	$ (828.00)
28	REMOVE MANHOLE	2.00	EA	$ 1,850.00	$ 3,700.00	3.00	$ 5,550.00	1.00	$ 1,850.00
29	RECONNECT EXISTING SANITARY SEWER SERVICE LINES	9.00	EA	$ 2,000.00	$ 18,000.00	19.00	$ 38,000.00	10.00	$ 20,000.00
30	REMOVE AND REPLACE BRICK WALL AND IRON FENCE	25.00	LF	$ 350.00	$ 8,750.00	27.00	$ 9,450.00	2.00	$ 700.00
31	REMOVE EXISTING WOOD PANEL FENCE AND GATE	258.00	LF	$ 19.00	$ 4,902.00	298.00	$ 5,662.00	40.00	$ 760.00
32	EXCAVATION (CHANNEL)	1024.00	CY	$ 80.00	$ 81,920.00	1401.00	$ 112,080.00	377.00	$ 30,160.00
33	EMBANKMENT (VEHICLE) (ORD COMP) (TY A)	43.00	CY	$ 65.00	$ 2,795.00	1732.00	$ 112,580.00	1689.00	$ 109,785.00
34	TRENCH EXCAVATION PROTECTION	1627.00	LF	$ 4.00	$ 6,508.00	1627.00	$ 6,508.00	0.00	$ -
35	CONCRETE BOX CULV (6 FT X 2 FT)	1933.00	LF	$ 550.00	$ 1,063,150.00	1943.00	$ 1,068,650.00	10.00	$ 5,500.00
36	CONCRETE BOX CULV (7 FT X 3 FT)	43.00	LF	$ 800.00	$ 34,400.00	43.00	$ 34,400.00	0.00	$ -
37	CONCRETE BOX CULV (7 FT X 5 FT)	16.00	LF	$ 1,200.00	$ 19,200.00	16.00	$ 19,200.00	0.00	$ -
38	CONCRETE BOX CULV (8 FT X 3 FT)	43.00	LF	$ 870.00	$ 37,410.00	43.00	$ 37,410.00	0.00	$ -
39	CONCRETE BOX CULV (8 FT X 4 FT)	8.00	LF	$ 1,200.00	$ 9,600.00	8.00	$ 9,600.00	0.00	$ -
40	RC PIPE (CL III)(36 IN)	92.00	LF	$ 240.00	$ 22,080.00	79.00	$ 18,960.00	(13.00)	$ (3,120.00)
41	36" RCP CONCRETE COLLAR	1.00	EA	$ 2,300.00	$ 2,300.00	1.00	$ 2,300.00	0.00	$ -
42	TEN (10) FT CURB INLET	2.00	EA	$ 11,000.00	$ 22,000.00	2.00	$ 22,000.00	0.00	$ -
43	RETAINING WALL (CONCRETE BAG WALL)	4685.00	SF	$ 107.00	$ 501,295.00	0.00	$ -	(4685.00)	$ (501,295.00)
44	RETAINING WALL (SPREAD FOOTING) (TY A)	3607.00	SF	$ 69.00	$ 248,883.00	5283.50	$ 364,561.50	1676.50	$ 115,678.50
45	RETAINING WALL (SPREAD FOOTING) (TY A) W/FORM LINER FINISH	2290.00	SF	$ 81.34	$ 186,268.60	2216.50	$ 180,290.11	(73.50)	$ (5,978.49)
46	WINGWALL (SW-0)(HW=5 FT)	2.00	EA	$ 23,000.00	$ 46,000.00	2.00	$ 46,000.00	0.00	$ -
47	RIPRAP (CONC)(6 IN)	280.00	CY	$ 742.00	$ 207,760.00	472.62	$ 350,684.04	192.62	$ 142,924.04
48	SANITARY SEWER LINE (PVC) (SDR 26) (6 IN.)	30.00	LF	$ 175.00	$ 5,250.00	28.00	$ 4,900.00	(2.00)	$ (350.00)
49	SANITARY SEWER LINE (PVC) (SDR 26) (8 IN.)	221.00	LF	$ 90.00	$ 19,890.00	153.00	$ 13,770.00	(68.00)	$ (6,120.00)
50	SANITARY SEWER LINE (PVC) (DR 21) (8")	187.00	LF	$ 95.00	$ 17,765.00	85.00	$ 8,075.00	(102.00)	$ (9,690.00)
51	STEEL CASING (14 IN.)	141.00	LF	$ 300.00	$ 42,300.00	18.00	$ 5,400.00	(123.00)	$ (36,900.00)
52	INSTALL 48" DIA CONCRETE MANHOLE (< 7' DEEP)	3.00	EA	$ 7,600.00	$ 22,800.00	4.00	$ 30,400.00	1.00	$ 7,600.00
53	6" WATER GATE VALVES	3.00	EA	$ 7,000.00	$ 21,000.00	3.00	$ 21,000.00	0.00	$ -
54	6" WATER LINE (OPEN CUT)	1032.00	LF	$ 46.00	$ 47,472.00	1090.00	$ 50,140.00	58.00	$ 2,668.00
55	6" 45 DEG. BEND	7.00	EA	$ 500.00	$ 3,500.00	7.00	$ 3,500.00	0.00	$ -
56	6" 22.5 DEG. BEND	2.00	EA	$ 500.00	$ 1,000.00	5.00	$ 2,500.00	3.00	$ 1,500.00
57	6" 11.25 DEG. BEND	2.00	EA	$ 100.00	$ 200.00	1.00	$ 100.00	(1.00)	$ (100.00)
58	6"X6" TEE	2.00	EA	$ 800.00	$ 1,600.00	2.00	$ 1,600.00	0.00	$ -
59	FLEXIBLE BASE (CMP IN PLC) (TY A GR 1-2) (6 IN)	3366.00	SY	$ 34.00	$ 114,444.00	3638.00	$ 123,692.00	272.00	$ 9,248.00
60	HOT-MIX ASPHALT PAVEMENT, TYPE D (3 IN)	611.00	TON	$ 160.00	$ 97,760.00	766.21	$ 122,593.60	155.21	$ 24,833.60
61	RECYCLED ASPHALT PAVEMENT	4039.00	SY	$ 8.00	$ 32,312.00	4039.00	$ 32,312.00	0.00	$ -
62	CONC CURB & GUTTER (TY I)	1059.00	LF	$ 43.00	$ 45,537.00	1612.00	$ 69,316.00	553.00	**$ 23,779.00**
63	CONCRETE SIDEWALKS (4")	49.00	SY	$ 185.00	$ 9,065.00	22.01	$ 4,071.85	(26.99)	$ (4,993.15)
64	DRIVEWAY (CONCRETE)	226.00	SY	$ 150.00	$ 33,900.00	444.00	$ 66,600.00	218.00	$ 32,700.00
65	WOOD PANEL FENCE AND GATE	234.00	LF	$ 70.00	$ 16,380.00	526.00	$ 36,820.00	292.00	$ 20,440.00
66	IRON FENCE AND GATE	116.00	LF	$ 100.00	$ 11,600.00	155.00	$ 15,500.00	39.00	$ 3,900.00
67	RCB HANDRAIL	52.00	LF	$ 100.00	$ 5,200.00	109.00	$ 10,900.00	57.00	$ 5,700.00
68	TELESPAR SQUARE TUBE RAIL	15.00	LF	$ 75.00	$ 1,125.00	34.00	$ 2,550.00	19.00	$ 1,425.00
69	BLOCK SODDING	3120.00	SY	$ 11.00	$ 34,320.00	2987.00	$ 32,857.00	(133.00)	$ (1,463.00)
70	VEGETATIVE WATERING	1.00	LS	$ 3,500.00	$ 3,500.00	1.00	$ 3,500.00	0.00	$ -
71	INSPECTION, CLEANING, POST CCTV	2652.00	LF	$ 3.00	$ 7,956.00	2259.00	$ 6,777.00	(393.00)	$ (1,179.00)
72	LANDSCAPE AND IRRIGATION REPAIR/REPLACE	1.00	-	$ 15,000.00	$ 15,000.00	2.36	$ 35,345.82	1.36	$ 20,345.82
73	RELOCATE EXISTING SHED AND GREENHOUSE	1.00	-	$ 15,000.00	$ 15,000.00	0.79	$ 11,860.18	(0.21)	$ (3,139.82)
	BASE BID SUBTOTAL				**$ 3,903,794.60**	**102.10%**	**$ 3,985,784.10**		**$ 81,989.50**
A1	MOBILIZATION	1.00	LS	$ 6,600.00	$ 6,600.00	1.00	$ 6,600.00	0.00	$ -
A2	PREPARING OF RIGHT OF WAY	2.00	STA	$ 14,000.00	$ 28,000.00	2.25	$ 31,500.00	0.25	$ 3,500.00
A3	EMBANKMENT (VEHICLE) (ORD COMP) (TY A)	110.00	CY	$ 66.00	$ 7,260.00	122.00	$ 8,052.00	12.00	$ 792.00
A4	RETAINING WALL (CONCRETE BAG WALL)	1237.00	SF	$ 106.00	$ 131,122.00	1444.19	$ 153,084.14	207.19	$ 21,962.14
A5	RIPRAP (STONE COMMON)(DRY)(12 IN)	177.00	CY	$ 300.00	$ 53,100.00	231.95	$ 69,585.00	54.95	$ 16,485.00
	ALT A - Natural Channel N of Shepherd Ln				**$ 226,082.00**	**118.90%**	**$ 268,821.14**		**$ 42,739.14**
74	Contingency, Paid As Needed Upon Engineer's Approval	**1.00**	**-**	**$ 300,000.00**	**$ 300,000.00**	**0.51**	**$ 153,457.10**	**(0.49)**	**$ (146,542.90)**
FO1	Remove 9 Trees N of Shepherd Ln	1.00	LS	$ 25,000.00	$ 25,000.00	1.00	$ 25,000.00		
FO2	Remove Brock Tree	1.00	LS	$ 6,000.00	$ 6,000.00	1.00	$ 6,000.00		
FO3	Remove 3 Trees N of Shepherd Ln	1.00	LS	$ 12,500.00	$ 12,500.00	1.00	$ 12,500.00		
FO4	6" Underdrain - Fry Channel	100.00	LF	$ 36.08	$ 3,608.00	100.00	$ 3,608.00		
FO5	Shepherd Tree Removal	1.00	LS	$ 4,400.00	$ 4,400.00	1.00	$ 4,400.00		
FO6	Add 1-10' curb inlet, dbl 24" RCP pipes to 6x2' RCB	1.00	LS	$ 27,375.00	$ 27,375.00	0.86	$ 23,500.00		
FO7	6" Gate Valve; Adj 6" Sewer across channel; 18" RCP Collar	1.00	LS	$ 3,070.00	$ 3,070.00	1.00	$ 3,070.00		
FO8a	Adj 4" Sewer across channel	1.00	LS	$ 444.58	$ 444.58	1.00	$ 444.58		
FO8b	Adj 6" Sewer across channel (first 7 in FO7)	1.00	DAY	$ 110.00	$ 110.00	24.00	$ 2,640.00		
FO9	6"x8" Channel Curb	476.00	LF	$ 39.00	$ 18,564.00	507.00	$ 19,773.00		
FO10	Lowering Sewer Main in Keaton (5/16, 6/10,19,20,27)	1.00	LS	$ 32,242.84	$ 32,242.84	1.00	$ 32,242.84		

FO11	Lowering Sewer Main in Keaton (7/10)	1.00	LS	$	10,978.68	$	10,978.68	1.00	$	10,978.68		
FO12	R/R Curb & Gutter	1.00	LS	$	9,300.00	$	9,300.00	1.00	$	9,300.00		
				$	-	$	-	0.00	$	-		
	FIELD ORDERS					$	(146,406.90)		$	153,457.10	$	(146,542.90)
					Original contract price:	$	4,429,876.60		$	4,408,062.34	$	(21,814.26)
	(Change in contract price from previous change order(s))				Previous Field/Change Orders	$	-			Contract (Over) / Under	$	21,814.26
	(Change in contract price due to this change order)				Current Field/Change Orders	$	-					
					Difference in Bid Amount	$	(21,814.26)					
					Adjusted contract price to date:	$	4,408,062.34	-0.49%				

	Original contract end date / days:	12/31/2025
	Previous Field/Change Orders	0
	Current Field/Change Orders	-61
	Adjusted contract days to date:	10/31/2025

RECOMMENDED FOR APPROVAL: Darin Jennings, P.E.
City Engineer

Dan Jennings 10/29/2025
Date

ACCEPTED: Reynolds and Kay, LTD.
Contractor

Kelvin Lake Thomas 10/25/25
Date

REVIEWED:
City Attorney's Office

Date

APPROVED: Edward Broussard
City Manager

Date

AGENDA ITEM NUMBER: C-A-

DATE APPROVED BY COUNCIL: 11/12/2025

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, McHenry Giffin *[Name of Affiant]*, do solemnly swear or affirm that I am the legal representative of Reynolds + Kay LTD. *[Contractor's Company / Corporation Name]*, the City of Tyler, the County of Smith, the State of Texas, and that the work for the construction of the project designated below has been satisfactorily completed:

City of Tyler Bid Number 24-014
Project Name Keaton Avenue Drainage Project

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
	$		
	$		
	$		

McHenry Giffin
Signature of Contractor

Sworn to and subscribed before me by *Affiant* on the 24th day of October, 2025.

CYNTHIA A. STIEFER
Notary Public
STATE OF TEXAS
ID# 455891-8
My Comm. Exp. Aug. 28, 2027

Cynthia A. Stiefer
Notary Public In and For The State of Texas

My Commission Expires: 8/28/2027

Cynthia A. Stiefer
Notary's Printed Name

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 24-014
Project Name Keaton Avenue Drainage Project

On receipt by the signer of this document of a check from _____ *[Maker of Check]* in the sum of $_____ payable to _____ *[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 _____ *[Owner]* located at _____ *[Location]* to the following extent:_____ *[Job Description]*.

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

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

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

Date _____
_____ (Company name)

By _____ (Signature)
_____ (Title)

THE STATE OF TEXAS	§	**UNCONDITIONAL 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**

NOTICE:

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

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

City of Tyler Bid Number 24-014
Project Name Keaton Avenue Drainage Project

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

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

Date 10/24/25

REYNOLDS + KAY LTD. (Company name)

By _____ (Signature)

_____ (Title)

VICE PRESIDENT OF LF KAY MANAGEMENT, LLC
GENERAL PARTNER


DIRECTION
69 deg(T)
32.31109°N
095.29127°W
ACCURACY 4 m
DATUM WGS84
2025-10-15
16:56:05-05:00


DIRECTION
275 deg(T)
32.31111°N
095.29126°W
ACCURACY 5 m
DATUM WGS84
2025-10-15
16:56:16-05:00



CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-20

Date: November 12, 2025

Subject: Request that the City Council consider authorizing the City Manager to purchase one (1) new International HV607 Chassis from Holt Truck Sourcewell quote 060920-NVS For $145,032.27, and a Gal Fab body with an Atlas loader from Texas Pack and Load Sourcewell contract 010825-PII for $173,620.00.

Item Reference:

The fleet replacement program budgets for departments to replace units with high maintenance. For fiscal year 2026, it was decided that unit 15700 needed to be replaced. After meeting with Street department, VES researched bids with City specified options through the various purchasing coops. Local vendor Holt Truck could provide the chassis under Sourcewell contract 060920-NVS for $145,032.27, and Texas Pack and Load can provide the body under Sourcewell contract 010825-PII for $173,620.00. Each vendor will receive a PO for their portion of the truck build. Funds will be from the VES replacement account 640-0661-641.26-04.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to purchase one (1) new International HV607 Chassis from Holt Truck Sourcewell quote 060920-NVS For $145,032.27, and a Gal Fab body with an Atlas loader from Texas Pack and Load Sourcewell contract 010825-PII for $173,620.00.

Attachments:
2025 USA Sourcewell Class 6_8 Tyler Grapple Brush Truck HX 2027
Tyler Atlas with Galfab Roll Off

Drafted/Recommended By:
Department Leader Stan Stoffregen FLeet Manager

Edited/Submitted By:
City Manager

Sourcewell Awarded Contract
Contract # 060920-NVS

International Trucks is pleased to provide you with this proposal compliant with all terms of the Sourcewell Vehicles and Chassis Contract #032824-NVS awarded to Navistar, Inc for new International Trucks. If you have any questions regarding enrollment in Sourcewell or detailed contract terms and conditions, please see your International Truck sales representative.

	PROPOSAL PREPARED FOR:	PROPOSAL PREPARED BY:
Sourcewell Member:	City of Tyler - Sourcewell Account # 33152	Holt Truck Tyler
Contact:	Debora Schreck Grapple/Rolloff Peterson/Atlas	Chad Hidalgo
Address:	PO Box 2039	Holt Truck Centers #060920NVS
City/State/Zip:	Tyler TX 75710	Tyler TX 75710
Phone:	903-531-1321	903-279-5570
Email:	dschreck@tylertexas.com	chad.hidalgo@holttruckcenters.com

Proposal Number	
Date	10/29125
Quantity of this Specification	1
Single Sourcewell Transaction Total Volume	

Chassis			
New 2027 International HV607 6x4 Chassis			$ 191,078.00
Base Chassis List		$ 123,176.00	
Options List		$ 67,902.00	
Sourcewell Contract Discount		31.0%	$ (59,314.48)
Volume Incentive			$ -
Material Price Increases			$ -
Net Sourcewell Chassis Price			$ 131,763.52
Sourcewell Partner Body			
			$ -
			$ -
Handling Fee		4.00%	$ -
Non-Sourcewell Dealer Supplied Body			
			$ -
			$ -
Handling Fee		5.00%	$ -
Additional Post Build Work			
Body Modification and Up-Fit Changes			$ 2,500.00
			$ -
			$ -
Handling Fee		5.00%	$ 125.00
Service Contracts			
40RBK 60MO Ext Towing			$ 1,760.00
40YAS 60MO 200K Mi Ext Veh Coverage			$ 4,500.00
40YZN Cummins ENG/ AFT 60MO 200K MI			$ 6,500.00
Additional Freight			
			$ -
			$ -
Additional Floorplan			
Additional Floorplan of 50 days			$ 1,500.00
			$ -
Additional Fees & Taxes			
			$ -
			$ -
			$ -
Final Sourcewell Per Vehicle Price FOB			**$ 145,032.27**
Final Sourcewell Total Vehicle(s) Price			**$ 145,032.27**

Additional Sourcewell Qualified Content	
Silver Package Award	$1,200

Terms:

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

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

Texas Pack + Load
1030 Brussels Street
San Antonio, TX 78219 US
parts@texaspackandload.com

Estimate

ADDRESS
Tyler, City of
PO Box 2039
Tyler, TX 75710

SHIP TO
Tyler, City of
VES CITY OF TYLER
410 W OAKWOOOD
Tyler, TX 75702

ESTIMATE # 9134
DATE 10/24/2025
EXPIRATION DATE 12/31/2025

MEMO
Tyler AL2 + Roll-Off No Box

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
MISC EQUIPMENT	AL 2 Base Loader Top Seat	1	95,662.00	95,662.00T
PI-01.11MQCA	MECH CONTROLS	1	0.00	0.00T
MISC EQUIPMENT	H Style Out Riggers	1	0.00	0.00T
10.16 HDHI	Heavy Duty; High Intensity LED Outrigger Strobes	1	683.00	683.00T
PI-03.11SAI	Heavy Duty Swing Motor	1	0.00	0.00
MISC EQUIPMENT	1st PTO 4000 Series, Loader Operation only	1	0.00	0.00T
MISC EQUIPMENT	Tandem Hydraulic Pump, Loader Operation Only	1	0.00	0.00T
07.14 BB BUCKET	BIG BITE BUCKET 2 CYLINDER	1	0.00	0.00T
PI-10.04BUWL	Boom-Up Warning Light/Decal	1	0.00	0.00
11.02 LBPIO	LOADER SINGLE COLOR PI ATLAS GREEN	1	0.00	0.00T
MISC EQUIPMENT	Gal Fab Roll Off Tilt Frame 60K Hoist	1	69,775.00	69,775.00T
MISC EQUIPMENT	Fender Kit Poly	1	0.00	0.00T
MISC EQUIPMENT	Tool Box Frame Mounted	1	0.00	0.00T
MISC EQUIPMENT	2nd PTO 4000 Series and Permco Pump 39 CPM Hoist Only Operation	1	0.00	0.00T
MISC EQUIPMENT	Hydraulic Control Valve Assy w/Platform, 2 Section	1	0.00	0.00T
MISC EQUIPMENT	Hydraulic Tank w/Hose Kit	1	0.00	0.00T
MISC EQUIPMENT	Air Controls Inside Cab w/single Prox	1	0.00	0.00T

Approved by:_____ Date:_____

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
MISC EQUIPMENT	DOT Rear Bumper w/Split Lamp mounts	1	0.00	0.00T
MISC EQUIPMENT	ICC Folding Style Bumper	1	0.00	0.00T
MISC EQUIPMENT	Rear Container Hold down Winches and Strap w/Hooks	2	0.00	0.00T
MISC EQUIPMENT	Paint Black	1	0.00	0.00T
Equipment Delivery	Equipment Delivery	1	7,500.00	7,500.00

Texas Pack + Load thanks you for the opportunity to quote your business!

All Invoices are COD unless pre-approved credit terms have been arranged.

SUBTOTAL	173,620.00
TAX	0.00
TOTAL	**$173,620.00**

Tyler Al 2 Loader
Galfab 60K Roll Off Hoist
No Auto Tarp
No Box
Sourcewell Contract Through Petersen Ind # 010825-PII

Accepted By

Accepted Date

Approved by:_____ Date:_____

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-21

Date: November 12, 2025

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

Item Reference:

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

See attached auction list.

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

RECOMMENDATION:

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

Attachments:
Auction List november 2025

Drafted/Recommended By:
Department Leader Stan Stoffregen Fleet Manager

Edited/Submitted By:
City Manager

Unit#	Description	Department	Miles/Hrs	Reason	Auction Notes
08204	2008 E250 Van	Police	123,980	replacement	
09204	2009 Chrevrolet Colorado	Mainstreet	33,096	replacement	
09217	2009 F350	Street	80,188	replacement	
09218	2009 F750 Flat bed	Street	6687 hr	replacement	
10228	2010 F250 Crew cab	Rosehill Cemetary	73,691	replacement	
10233	2010 GMC Canyon Crew cab	Animal Svc	55,012	replacement	
12281	2012 F250 Crew cab	Street	87,032	replacement	
12290	2012 Chevy 1500 Ext. Cab	water office	37,854	replacement	
14120	2014 Ford Fusion	police	114,587	replacement	
14203	2014 F150 Crew cab	waste treatment	95,385	replacement	
14228	2015 M2 Freightliner dump truck	Street	51,976	replacement	
15111	2015 Ford Fusion	Police	94,882	replacement	
15246	2015 Nissan Altima	water office	114,310	replacement	
15803	2015 Ford Explorer PPV	Police	102,582	replacement	
16219	2016 F250 Reg Cab	Animal Svc	112,037	replacement	
16370	2016 F150 Ext. Cab	water office	118,534	replacement	
16813	2016 F150 Crew cab	Police	109,507	replacement	
16818	2016 Ford Explorer PPV	Police	101,454	replacement	
16820	2016 Ford Explorer PPV	Police	120,678	replacement	
17973	2017 Arboc Bus 4500	transit	199,843	replacement	funds back to transit
18222	2019 M2 Freightliner Tymco sweeper	Storm Water	42,193	replacement	
19306	2019 F550 Chassis only	SW Resi	55,599	bad engine	
19319	2019 Ram 1500 Reg Cab	Water Office	115,110	replacement	
19879	2019 Dodge Charger PPV	Police	96,456	rear end bad	
20859	2020 Chevy Tahoe PPV	Police	71,555	Engine Knock	
20868	2020 Chevy Tahoe PPV	Police	81,312	Bad cam / lifters	
20806	2020 Chevy Tahoe PPV	Police	N/A	No engine / transmission	
11509	2011 LeeBoy L250T tack Dist	Street	?	replacement	

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-22

Date: November 12, 2025

Subject: Request that the City Council consider authorizing the City Manager to ratify the acceptance of a FY 2025 Texas Department of Transportation (TxDOT) Routine Airport Maintenance Program (RAMP) Grant totaling $100,000.00 for general maintenance programs at Tyler Pounds Regional Airport.

Item Reference:

Airport Staff pursued a grant program for Tyler Pounds Regional Airport to acquire Texas Department of Transportation (TxDOT) Routine Airport Maintenance Program (RAMP) Grant funding for FY 25-26. TxDOT contacted airport staff with a grant offer of $100,000.00. The grant will provide 90% funding for eligible projects and will require the airport to provide a 10% local match. The 10% match is in the FY25-26 Airport Budget.

The grant funding is to be used for general maintenance, which includes contract for services/purchase materials for routine maintenance/improvement of airport pavements, signage, drainage, AWOS (Automated Weather Observing System), approach aids, lighting systems, utility infrastructure, fencing, herbicide/application, sponsor owned and operated fuel systems, hangars, terminal buildings and security systems, professional services for environmental compliance, and approved project design.

Grant Budget:
TxDOT Funding $ 100,000
Local Matching Funds $ 10,000
TOTAL PROGRAM FUNDING $110,000

RECOMMENDATION:

It is recommended that the City Council consider ratifying acceptance of a Texas Department of Transportation (TxDOT) Routine Airport Maintenance Program (RAMP) Grant totaling $100,000.00 with a 10% local match for general maintenance projects at Tyler Pounds Regional Airport.

Attachments:
RAMP2026

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

Edited/Submitted By:
City Manager

TEXAS DEPARTMENT OF TRANSPORTATION

REIMBURSABLE GRANT AGREEMENT
FOR ROUTINE AIRPORT MAINTENANCE PROGRAM

(State Assisted Airport Routine Maintenance)

TxDOT Project ID: M2610TYLE

Part I - Identification of the Project

TO: The City of Tyler, Texas

FROM: The State of Texas, acting through the Texas Department of Transportation

The Texas Department of Transportation (department) is authorized under Texas Transportation Code, Chapter 21, and Chapter 22, to assist in the development and maintenance of airports in the state.

This Reimbursable Grant Agreement is made between the Texas Department of Transportation, (hereinafter referred to as the "State"), on behalf of the State of Texas, and the City of Tyler, Texas, (hereinafter referred to as the "Sponsor").

This Reimbursable Grant Agreement is entered into between the State and Sponsor shown above, under the authority granted and in compliance with the provisions of the Transportation Code Chapter 21.

The scope of service for this project is for **airport maintenance** at the TYLER - TYLER POUNDS RGNL Airport.

Pursuant to the terms and conditions set forth in the RAMP Grant Agreement, reimbursement of expenses is strictly limited to those costs that are directly associated with eligible maintenance activities defined as airport maintenance and as stated in Part III of this RAMP Grant Agreement. Operational and/or operating expenses—defined herein as recurring costs necessary for the routine functioning of an airport, including but not limited to groundskeeping (e.g., mowing), utilities, insurance premiums, personnel compensation, and fuel—are categorically excluded from reimbursement eligibility under the RAMP program

The sole exception to this exclusion pertains to Airport Operations Counting Systems, which are expressly permitted under current funding guidelines and must be documented accordingly.

By submitting a reimbursement request, the Sponsor affirms and certifies that all applicable provisions of the RAMP Grant Agreement have been satisfied. Furthermore, the Sponsor attests that the scope of work described in the reimbursement submission is intended exclusively to supplement airport maintenance operations and does not constitute, support, or subsidize airport operational functions. This certification is made in accordance with applicable state funding regulations and the eligibility criteria enumerated in the scope of service.

Part II - Offer of Financial Assistance

1. For the purposes of this Reimbursable Grant Agreement, the annual routine airport maintenance project cost is estimated to be $111,111.11 (Amount A).

   State financial assistance granted will be used solely and exclusively for airport maintenance and other incidental items as approved by the State. State financial assistance will be for ninety percent (90%) of the eligible project costs for this project or a maximum of $100,000.00 (Amount B), whichever is less, per fiscal year and subject to availability of state appropriations.

   The Sponsor's share of project costs will be for ten percent (10%) of the eligible project costs (Amount C).

   This Reimbursable Grant Agreement provides for reimbursement of costs that have already been incurred by the Sponsor, work is complete and/or goods and materials have been provided to the Sponsor and all contractors, subcontractors, and/or vendors will have been paid before a request for reimbursement is submitted to the State.

   Unused funds are non-transferable to any other Sponsor, city, county, or airport and shall not be carried over to the subsequent fiscal year.

   Scope of Services of this Reimbursable Grant Agreement, may be amended, subject to availability of state funds, to include additional approved airport maintenance work. Scope amendments require submittal of an Amended Scope of Services

   Only work items as described in Scope of Services of this Reimbursable Grant Agreement are reimbursable under this Reimbursable Grant Agreement.

   All goods and/or materials procured, and all work and/or services performed, shall occur subsequent to the execution of this Reimbursable Grant Agreement and on, or before, August 31, 2026.

2. Work, services, goods, and/or materials rendered or paid for by the Sponsor prior to the execution of this Reimbursable Grant Agreement shall not be eligible for reimbursement. This Reimbursable Grant Agreement shall be deemed executed upon the affixation of signatures by all parties involved. The date of the final signature shall be recognized as the official Reimbursable Grant Agreement execution date.

3. Scope of Services may be accomplished by State contracts or through local contracts of the Sponsor as determined appropriate by the State. All locally contracted work must be approved by the State for scope and reasonable cost.The State will not participate in funding for force account work conducted by the Sponsor.

4. This Reimbursable Grant Agreement shall terminate upon completion of the scope of services, exhaustion of funds, or on the last day of the fiscal year.

5. The State retains the right to obtain an audit as may be required by state regulations; the State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Part III - Additional Requirements for Certain Equipment

1. Certain purchase, installation, and subscription costs for eligible air traffic and operations monitoring equipment ("Equipment") are reimbursable as provided in this Part.

2. For eligible Equipment, the State will reimburse 90% of the initial cost to purchase and install, and 90% of the annual subscription fee for subsequent years.

3. Eligibility Requirements

   A. The Equipment must include the following items, at a minimum;

      1. Triangulation

      2. Noise abatement

      3. Aircraft tracking data for 30 days

      4. Identification of pavement utilization by airplane design group for the entire airport

      5. Equal effectiveness at both towered and non-towered airports

      6. Tracking of military and government aircraft, including FAA blocked aircraft

   B. In order for costs to be eligible for RAMP reimbursement:

1. To be eligible for reimbursement of the annual subscription fee after the first year, the Sponsor must participate in the Routine Airport Maintenance Program, have an executed Reimbursable Grant Agreement for that year, and comply with all Reimbursable Grant Agreement requirements.

C. The State may conduct on-site or off-site monitoring reviews of the Equipment any years Sponsor seeks reimbursement of subscription costs. The Sponsor shall fully cooperate with the State and provide any required documentation. The Sponsor shall grant full access to the Equipment to the State or its authorized designee for the purpose of determining compliance, including, but not limited to:

1. Whether the Equipment, and its operation and maintenance, are consistent with the requirements set forth in the Reimbursable Grant Agreement and this First Amendment;

2. Whether the Sponsor is making timely progress with installation of the Equipment, and whether its management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in the Reimbursable Grant Agreement and this First Amendment, and are fully and accurately reflected in reports submitted to the State.

D. Failure to maintain compliance with these requirements may result in the Sponsor having to repay grant funds to the State.

Part IV - Sponsor Responsibilities

1. In accepting this Reimbursable Grant Agreement, if applicable, the Sponsor guarantees that:

a. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State in connection with this Reimbursable Grant Agreement; and

b. the Airport or navigational facility which is the subject of this Reimbursable Grant Agreement shall be controlled by the Sponsor for a period of at least 20 years; and

c. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds, and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this Reimbursable Grant Agreement; and

d. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips taxiways, parking aprons, roads, airport lighting and navigational aids; and

e. through the fence access shall be reviewed and approved by the State; and

f. it shall not permit non-aeronautical use of airport facilities, unless noted on an approved Airport Layout Plan, without prior approval of the State/FAA. This includes but is not limited to: the process of land disposal, any changes to the aeronautical or non-aeronautical land uses of the airport, land's deeded use from non-aeronautical to aeronautical, requests of concurrent use of land, interim use of land, approval of a release from obligations from the State/FAA, any of which will require 18 months, or longer; and

g. the Sponsor shall submit to the State annual statements of airport revenues and expenses when requested; and

h. all fees collected for the use of the airport shall be reasonable and nondiscriminatory. The proceeds from such fees shall be used solely for the development, operation and maintenance of the airport or navigational facility; and

i. an Airport Fund shall be established by resolution, order, or ordinance in the treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or a properly executed copy of the resolution, order, or ordinance creating such a fund, shall be submitted to the State. The fund may be an account as part of another fund but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of monies identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in the Airport Fund and shall not be diverted to the general revenue fund or any other revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent approval of a grant or loan, Sponsor has complied with the requirements of this subparagraph; and

j. the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise; and

k. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace unless Sponsor can show that acquisition and retention of such interest will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance or order approved by the State; and

l. mowing services shall not qualify for state financial assistance under this Reimbursable Grant Agreement. The Sponsor shall bear full responsibility for all costs associated with mowing services; and

m. operating expenses, which are defined as ongoing costs incurred by a business to sustain its daily operations, including but not limited to rent, utilities, and salaries, shall not be eligible for state financial assistance under this Reimbursable Grant Agreement. The Sponsor shall assume full responsibility for all operating costs; and

n. no Small Capital Improvement Project shall be initiated without the express guidance and prior written approval of the Texas Department of Transportation's Aviation Division. The Sponsor hereby acknowledges and agrees that failure to obtain such pre-approval shall constitute a breach of this RAMP Grant Agreement and shall result in the Sponsor's forfeiture of eligibility for reimbursement of any costs or expenses incurred in connection with the unauthorized project.

2. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this Reimbursable Grant Agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting claim or liabilities which might be imposed on the State as the result of those activities by the Sponsor, the Sponsor's agents or employees.

3. The Sponsor's acceptance of this offer and ratification and adoption of this Reimbursable Grant Agreement shall be evidenced by execution of this Reimbursable Grant Agreement by the Sponsor. The Reimbursable Grant Agreement shall comprise a contract, constituting the obligations and rights of the State of and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport.

If it becomes unreasonable or impractical to complete the project, the State may void this Reimbursable Grant Agreement and release the Sponsor from any further obligation of project costs.

4. Upon entering into this Reimbursable Grant Agreement, Sponsor agrees to name an individual, as the Sponsor's Authorized Representative, who shall be the State's contact with regard to this project. The Representative shall receive all correspondence and documents associated with this Reimbursable Grant Agreement and shall make or shall acquire approvals and disapprovals for this Reimbursable Grant Agreement as required on behalf of the Sponsor, and coordinate schedule for work items as required.

5. By the acceptance of grant funds for the maintenance of eligible airport buildings, the Sponsor certifies that the buildings are owned by the Sponsor. The buildings may be leased but if the lease agreement specifies that the lessee is responsible for the upkeep and repairs of the building no state funds shall be used for that purpose.

6. Sponsor shall request reimbursement of eligible project costs on forms provided by the State. All reimbursement requests are required to include a copy of the invoices for the materials or services and proof of payment. The reimbursement request will be submitted no more than once a month.

7. The Sponsor's acceptance of this Reimbursable Grant Agreement shall comprise a Reimbursable Grant Agreement, as provided by the Transportation Code, Chapter 21, constituting the contractual obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the airport maintenance and compliance with the assurances and conditions as provided. Such Reimbursable Grant Agreement shall become effective upon the State's written Notice to Proceed issued following execution of this Reimbursable Grant Agreement.

PART V - Amendments

This Reimbursable Grant Agreement may require an amendment to the scope of services if work contracted by TxDOT is required.

In the event an amendment is required, all parties will agree to the terms specified in the amended Reimbursable Grant Agreement and the following terms apply:

1. The amended Reimbursable Grant Agreement shall be executed prior to work related to the amended scope is provided.

2. Sponsor, by accepting this Reimbursable Grant Agreement certifies and, upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs. The Sponsor grants to the State the right to audit any books and records of the Sponsor to verify expended funds.

3. Upon execution of this Reimbursable Grant Agreement and written demand by the State, the Sponsor's financial obligation (Amount C) shall be due in cash and payable in full to the State. State may request the Sponsor's financial obligation in partial payments. Should the Sponsor fail to pay their obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-3. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be considered a breach and the Sponsor may exercise any rights and remedies it has at law or equity.

   a. Services will not be accomplished by the State until receipt of Sponsor's share of project costs.

4. If additional funds are required after the work is complete to fund the Sponsor’s share, the State shall request funds from Sponsor at the financial closure of the project.

5. The State shall reimburse or credit the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor which exceed Sponsor's share (Amount C).

PART VI - Recitals

1. This Reimbursable Grant Agreement is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.

2. It is the intent of this Reimbursable Grant Agreement to not supplant local funds normally utilized for airport maintenance, and that any state financial assistance offered under this Reimbursable Grant Agreement be in addition to those local funds normally dedicated for airport maintenance.

3. This Reimbursable Grant Agreement is subject to the applicable provisions of the Transportation Code, Chapters 21 and 22, and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (and Vernon Supp.). Failure to comply with the terms of this Reimbursable Grant Agreement or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.

a. Of primary importance to the State is compliance with the terms and conditions of this Reimbursable Grant Agreement. If, however, after all reasonable attempts to require compliance have failed, the State finds that the Sponsor is unwilling and/or unable to comply with any of the terms of this Reimbursable Grant Agreement, the State, may pursue any of the following remedies: (1) require a refund of any financial assistance money expended pursuant to this Reimbursable Grant Agreement, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any financial assistance money expended on the project pursuant to this Reimbursable Grant Agreement, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or orders as otherwise provided by law, (4) declare this Reimbursable Grant Agreement null and void, or (5) any other remedy available at law or in equity.

b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Reimbursable Grant Agreement, or for enforcement of any of the provisions of this Reimbursable Grant Agreement, is specifically set by Grant of the parties in Travis County, Texas.

4. The State reserves the right to amend or withdraw this Reimbursable Grant Agreement at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State.

5. This Reimbursable Grant Agreement constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded or revoked unless such modification, amendment, rescission or revocation is agreed to by both parties in writing and executed by both parties.

6. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including Sections 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.

Part VII - Acceptances

Acceptance of the Sponsor

The City of Tyler, Texas, does ratify and adopt all statements, representations, warranties, covenants, agreements, and all terms and conditions of this Reimbursable Grant Agreement.

Acceptance of the Sponsor executed this _____ day of _____, 20___.

The City of Tyler, Texas

(*Sponsor*)

Edward Broussard

(*Sponsor Signature*)

City Manager

(*Sponsor Title*)

2025-08-28

(*Date*)

Acceptance of the State

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs and grants heretofore approved and authorized by the Texas Transportation Commission.

State of Texas
Texas Department of Transportation

_____
(Signature)

_____
(*Typed Name*)

_____
(*Title*)

_____
(Date)

Certification of State Single Audit Requirements

I, Edward Broussard do certify that the City of Tyler will comply with all requirements of the State
(Designated Representative)
of Texas Single Audit Act if the City of Tyler spends or receives more than the threshold amount in any grant funding sources during the most recently audited fiscal year. And in following those requirements, the City of Tyler will submit the report to the audit division of the Texas Department of Transportation. If your entity did not meet the threshold in grant receivables or expenditures, please submit a letter indicating that your entity is not required to have a State Single Audit performed for the most recent audited fiscal year.

City of Tyler
(Sponsor)

Edward Broussard
(Sponsor Signature)

City Manager
(Sponsor Title)

2025-08-28
(Date)

Designation of Sponsor's Authorized Representative

TxDOT Project ID: M26 M2610TYLE

The City of Tyler designates, Edward Broussard,

(Name, Title)

as the Sponsor's authorized representative, who shall receive all correspondence and documents associated with this Reimbursable Grant Agreement and who shall make or shall acquire approvals and disapprovals for this Reimbursable Grant Agreement as required on behalf of the Sponsor.

The City of Tyler, Texas

(*Sponsor*)

Edward Broussard

(Sponsor Signature)

City Manager

(Sponsor Title)

2025-08-28

(Date)

Designated Representative

Mailing Address:

Overnight Mailing Address: 212 N. Bonner Ave.
Tyler, TX 75710

Telephone/Fax Number: 9035311253

Email address: ebroussard@tylertexas.com

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-23

Date: November 12, 2025

Subject: Request that the City Council consider authorizing the City Manager to approve Addendum #2 to the existing Inter-Local Agreement with East Texas Council of Governments (ETCOG) for a rate of $45.00 per trip with a spending cap of $200,000.00 to cover the cost of the Federal Transit Administration (FTA) 5310 Grant Urbanized Zone (UZA) operations and an agreement of mutual exchange of parking spaces.

Item Reference: **C-A-3 1/12/2022, C-A-4 4/9/2025**

On January 12, 2022, Council approved an Inter-Local Agreement with ETCOG for services provided by them for the City of Tyler Transit in the event they were not able to fulfil the required services for the City of Tyler Transit users.

In January 2025, ETCOG was approved by TxDOT and FTA to purchase NDMJ operations. Staff chose to amend the current agreement to simplify and streamline operations.

On April 9, 2025, Council approved the 5310 Grant for $200,000.00 to be utilized in the UZA.

This addendum sets the trip rate for UZA riders charged by ETCOG at $45 per trip. This addendum also includes an agreement of mutual exchange of parking spaces as described in section 2, Exhibit "A".

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to approve Addendum #2 to the existing Inter-Local Agreement with East Texas Council of Governments (ETCOG) for a rate of $45.00 per trip with a spending cap of $200,000.00 to cover the cost of the FTA 5310 Grant Urbanized Zone (UZA) operations and an agreement of mutual exchange of parking spaces.

Attachments:
2025 Amendment-COT-ETCOG Interlocal. Amendment 1- Draft_cotlegalrevision_ab_02.26.25
City of Tyler - Public Transportation Interlocal-Fully Executed
Amendment No.2-COT-ETCOG_Interlocal._Amendment_cotlegalrevision_ab_10.15.25.docx
Exhibit A.pdf

Drafted/Recommended By:

Department Leader Russ Jackson/Transit Manager

Edited/Submitted By:
City Manager

AMENDMENT #1 TO THE INTERLOCAL AGREEMENT FOR PUBLIC TRANSPORTATION SERVICES

The City of Tyler, Texas ("City") and the East Texas Council of Governments ("ETCOG" and, collectively, the "Parties") have entered into that certain agreement titled, "INTERLOCAL AGREEMENT BETWEEN EAST TEXAS COUNCIL OF GOVERNMENTS AND CITY OF TYLER, TEXAS FOR PUBLIC TRANSPORTATION SERVICES" dated January 12, 2022 ("Agreement"). The Parties enter into the amendment ("Amendment #1) as of April 12, 2025.

WITNESSETH

WHEREAS, the Agreement provides that contract terms cannot be altered, changed, or amended except by a written instrument signed by both parties;

WHEREAS, Section 2 of the Agreement, titled "**COMPLIANCE WITH LAWS**", requires ETCOG to comply with all policies and procedures of the Federal Transit Administration ("FTA") and the Texas Department of Transportation ("TxDOT");

WHEREAS, the Parties desire to amend the Agreement further as set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and promises of the Parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, upon execution of this Amendment #1 (the "Amendment"), the Parties agree to modify the Agreement as follows:

1. **Amendment.** The following language is added to Section 3 of the Agreement as a new paragraph titled: "Scope of Service for Overflow/As-Needed Public Transit Provider." **Purpose:** This Agreement outlines the terms under which ETCOG will provide overflow or as-needed transit services to support the City of Tyler Transit ("Tyler Transit") when regular capacity is exceeded, ensuring that all passengers can travel efficiently and safely.
   Services Provided: ETCOG agrees to provide supplemental public transit services under the following conditions:
   a. **Overflow Service:** ETCOG will provide additional vehicles and/or staff when Tyler Transit experiences ridership levels exceeding its regular capacity on scheduled routes.
   b. **As-Needed Service:** ETCOG will provide on-demand transit services based on specific requests by Tyler Transit to accommodate unexpected surges in demand and/or any other situations deemed necessary by Tyler Transit to ensure passenger safety and comfort.
2. **Amendment.** The Parties agree to amend **SECTION 6: COMPENSATION** of the Agreement. This Amendment modifies the pricing table in the Agreement as follows:
   Per Trip Rate: Increased from **$24.00 per trip** to **$27.00 per trip**.
   Hourly Rate: Increased from **$75.00 per hour** to **$90.00 per hour**.
   No-Show Trip Rate: **$13.50 per no-show trip.** This is an additional rate that did not exist in the original Agreement.

The adjustments to the pricing structure reflect the Parties' intention to support the services described in the Agreement and provide fair remuneration for the additional requirements, including but not limited to:

a. **Service Delivery**: Performing the trips assigned daily by Tyler Transit, as specified in the Agreement.
b. **Compliance with Original Agreement**: Adhering to the terms and conditions outlined in the Agreement executed on January 12, 2022.
c. **Regulatory Compliance**: Ensuring full compliance with all applicable City policies and procedures, as well as those of the Federal Transit Administration (FTA) and the Texas Department of Transportation (TxDOT).
d. **Operational Standards**: The City of Tyler requires that ETCOG meets or exceeds standards related to safety, security, accident prevention, fuel costs, maintenance costs, and insurance.

3. **Other provisions.** All other terms and conditions, except those provisions specifically changed by Amendment #1, shall remain in full force and effect.

[***Remainder of Page Intentionally Left Blank]***

IN WITNESS WHEREOF, the Parties have executed this Amendment #1, which shall become effective as of Amendment #1, Effective Date set forth above.

Signed this _____day of _____, 2025.

FOR ETCOG:

_____
Executive Director

DavidA.Cleveland_____
Printed Name

STATE OF TEXAS §
COUNTY OF SMITH §

This instrument was acknowledged before me on this the _____ day of _____ 2025, by _____, on behalf of said COMPANY.

_____
Notary Public in and for the State of Texas

My Commission Expires:_____

FOR THE CITY OF TYLER, TEXAS

By:_ _ _ _ _ _ _ _ _ _ _ _ _

CITY MANAGER

Edward Broussard
PRINTED NAME

FOR THE CITY OF TYLER, TEXAS
ATTEST:

By:_ _ _ _ _ _ _ _ _ _ _ _ _

CITY CLERK

Cassandra Brager
PRINTED NAME

FOR THE CITY OF TYLER, TEXAS
APPROVED:

BY:_____
TRANSIT DIRECTOR

Leroy Sparrow
PRINTED NAME

FOR THE CITY OF TYLER, TEXAS
REVIEWED

BY: _____
CITY ATTORNEY'S OFFICE

_____
PRINTED NAME

IN WITNESS WHEREOF CITY OF TYLER has caused these presents to be executed this the _____ day of _____, 2025.

STATE OF TEXAS §
COUNTY OF SMITH §

This instrument was acknowledged before me on this the _____ day of _____, 2023 by _____ on behalf of said CITY.

_____
Notary Public in and for the State of Texas

My Commission Expires: _____

STATE OF TEXAS	§	**INTERLOCAL AGREEMENT**
	§	**BETWEEN EAST TEXAS**
	§	**COUNCIL OF**
	§	**GOVERNMENTS AND CITY**
COUNTY OF SMITH	§	**OF TYLER, TEXAS FOR**
		PUBLIC TRANSPORTATION
		SERVICES

This Interlocal Agreement is made and entered into this __12th___ day of January 2022, by and between the **East Texas Council of Governments ("ETCOG") dba GoBus**, a political subdivision of the State of Texas, and the **City of Tyler dba Tyler Transit**, a home-rule municipality located within Smith County, Texas, **("City")**, under the authority granted by and pursuant to Chapter 791 of the Texas Government Code.

RECITALS

WHEREAS, it is the intent of the City of Tyler to promote the public health, safety, and welfare; and

WHEREAS, the City of Tyler desires the public to be the beneficiary of a demand-response transit system operated by the East Texas Council of Governments dba GoBus; and

WHEREAS, the City of Tyler desires to engage the GoBus rural demand response public transportation service funded by the Texas Department of Transportation and administered by the East Texas Council of Governments to perform demand response transportation trips to assist citizens within the identified area; and

WHEREAS, authorizing the administration of public transportation programs on behalf of the City of Tyler by the East Texas Council of Governments would increase the efficiency and effectiveness of such public transportation programs in the City of Tyler, avoid needless repetition and duplication of costs on behalf of both the City of Tyler and the East Texas Council of Governments, and preserve the quality of public transportation programs within the City of Tyler at a lower cost; and

WHEREAS, Texas Government Code Section 791.011(d) provides that an interlocal contract must (1) be authorized by the governing body of each party to the contract unless a party to the contract is a municipally owned electric utility, in which event the governing body may establish procedures for entering into interlocal contracts that do not exceed $100,000 without requiring the

approval of the governing body; (2) state the purpose, terms, rights, and duties of the contracting parties; and (3) specify that each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party; and

WHEREAS, the City of Tyler is a home-rule city and political subdivision member of the East Texas Council of Governments pursuant to Chapter 791 of the Texas Government Code, entitled "Interlocal Cooperation Contract;" and

WHEREAS, the East Texas Council of Governments is a governmental entity and body politic created pursuant to the provisions of Chapter 391 of the Local Government Code and as such constitutes a corporate and political entity organized under state law and a political subdivision pursuant to the definition set out in Chapter 791 of the Texas Government Code, entitled "Interlocal Cooperation Contract;" and

WHEREAS, the City of Tyler and the East Texas Council of Governments are therefore authorized pursuant to Chapter 791 of the Texas Government Code to enter into an interlocal contract, the purpose of which is to increase the efficiency and effectiveness of both local government entities; and

WHEREAS, Section 791.011 of the Texas Government Code specifically authorizes said interlocal contract between the City of Tyler and the East Texas Council of Governments, more specifically authorizing an interlocal contract for the purpose of providing a governmental function or service that each party to the contract is authorized to perform individually; and

WHEREAS, the City Council of the City of Tyler and the governing body of the East Texas Council of Governments desire to enter into an interlocal contract to authorize the East Texas Council of Governments dba GoBus to administer public transportation services and public transportation grant programs within the City of Tyler;

NOW, THEREFORE, the City of Tyler, Texas dba Tyler Transit, hereinafter referred to as "City," and East Texas Council of Governments dba GoBus, hereinafter referred to as "ETCOG," in consideration of the mutual benefits to be derived by each, do hereby stipulate and agree each with the other as follows:

1. **ETCOG Acceptance of Program Responsibility.** ETCOG hereby accepts and shall assume responsibility for the administration of the GoBus rural demand response public transportation service ("GoBus") as described herein. As part of the exercise of responsibility for said GoBus

hereunder, ETCOG covenants and agrees that it has all personnel, processes, procedures, and all other infrastructure currently in place necessary to operate the GoBus program in full conformance with all applicable laws, regulations, guidelines, orders and other directives.

2. **Compliance with Laws**. Under the provision of 49 U.S.C., ETCOG shall perform all necessary actions provided under this agreement in connection with transportation services. ETCOG shall perform all obligations and services pursuant to this Agreement in compliance with all applicable laws, statutes, regulations, and ordinances. This involves maintaining compliance with all Texas Department of Transportation (TxDOT) regulations in order to provide transportation service, including ensuring that all drivers are participating in ETCOG's Drug and Alcohol Program.

3. **Scope of Service**. ETCOG's GoBus shall be capable of comfortably accommodating ambulatory and non-ambulatory passengers commensurate with public transportation procedures. Transportation shall be via paratransit, demand response, or charter/event-based services scheduled at least 24 hours in advance for City's clients in the identified service area. Service provided to clients will be scheduled and completed during the service hours of 6:00 AM-9:00 PM on weekdays and 9:00AM-6:15PM on Saturdays. Upon advance request of 24 hours' notice, GoBus may operate during City's special events outside of the aforementioned service hours. The bus shall be maintained by ETCOG in a clean, neat, and orderly fashion and in good working order and condition.

ETCOG shall be responsible for determining vehicle replacement needs and for applying for and securing such vehicles under available funding programs. City shall have no responsibility for the maintenance of the GoBus. Trips to client destinations shall be scheduled by the City through the City's Public Transportation System, also known as "Tyler Transit." For the purpose of efficient and effective public transportation utilization, Tyler Transit is responsible for dispatching services. Trips shall be scheduled 24 hours in advance and up to two weeks in advance according to GoBus policies and procedures. Scheduled departure and arrival times are an estimate based on traffic, weather and the number of passengers occupying the bus.

ETCOG assumes all responsibility for satisfying all requirements imposed by any applicable agency with appropriate jurisdiction over any and all portions of the GoBus program, and the City shall have no responsibility for said GoBus. ETCOG shall be solely responsible for certifying and assuring that the GoBus complies with any and all requirements related to, but not

limited to: Equal Employment Opportunity, nondiscrimination, procurement, non-conflict of interest and other GoBus program requirements as shall be imposed by appropriate federal or state agencies. ETCOG shall maintain all records and documents in its possession relating to or used in the performance of GoBus in complete form and in conformity with all applicable federal and state rules and regulations with regards to the sufficiency and completeness of such records, and shall make such records available to the City or any authorized representative of any state or federal agency with appropriate jurisdiction over GoBus, upon reasonable demand for access to said records.

4. Personnel. ETCOG has, or will secure, all personnel required in performing services under this agreement to support Tyler Transit operations. All vehicle operators associated with this project will be direct employees of ETCOG's transportation department.

5. Period of Performance. Services shall commence on/or around January 12, 2022 and shall continue through January 12, 2023. This agreement shall be automatically renewed on a year-to-year basis for up to a total of four (4) years, unless terminated by either party as otherwise specified herein.

6. Compensation. City agrees to compensate ETCOG's GoBus via monthly reimbursement through chosen pricing format based on the transportation type or event requirements (see the GoBus Pricing Table immediately below). The GoBus Pricing Table lists three Reimbursement prices. Reimbursement may also be paid via in-kind services. The cost of in-kind services will be based on open market pricing of the same or similar goods or services. All in-kind services must be agreed upon by both parties and will be deducted from the total price of the monthly invoice.

GoBus Pricing Table		
Cost Per Trip	$24.00	Demand Response
Cost Per Hour	$75.00	Charter/Event
Cost Per Mile	$5.00	Other/As Needed

Payments to GoBus will not fluctuate according to, or in response to, distance, or required accommodation, client (or attendant). GoBus will invoice and provide supporting documentation to Tyler Transit on a monthly basis, including trip reports, denials, and no shows.

7. **Termination.** Either party retains the right to terminate this Agreement at any time giving written notice to other party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination.

8. **Changes**. ETCOG and/or City may, from time to time, require changes in the scope of the services to be performed hereunder. Such changes are subject to mutual agreement by both parties and will only take effect by written amendment to the Agreement.

9. **Interest of Members of GoBus and Others.** No officer, member, employee, or delegate of ETCOG and no member of its governing body, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review of approval of the undertaking or carrying out of this project shall participate in any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

10. **Insurance.** GoBus shall ensure that all ETCOG personnel operating and assets belonging to GoBus shall be fully licensed and competent to operate the bus. In addition, ETCOG shall acquire and maintain during the term of this agreement all appropriate insurance coverage, including but not limited to, commercial liability insurance, workers compensation insurance; auto insurance; and any other insurance a prudent owner and operator of a bus used for public transportation would maintain and all in accordance with federal and state compliance standards..

11. **Special Considerations.** GoBus holidays are New Year's Eve, New Year's Day, Memorial Day, Martin Luther King Day, Fourth of July, Labor Day, Thanksgiving Day and the day after, Christmas Eve and Christmas Day. GoBus will follow its Bad Weather Policy in the event dangerous weather conditions are forecasted. During these times GoBus services, including buses operated under this agreement may be halted for the safety of GoBus employees and patrons. GoBus commits to coordinating with Tyler Transit during the event of these occurrences. Any disruption of normal service due to bad weather or other, will be immediately communicated with Tyler Transit upon event.

12. **Point of Contact.** There shall be a designated point of contact for each organization, GoBus and Tyler Transit. The points of contact will be outlined below to maintain an organized flow of communication and coordinate meetings as needed.

GoBus Transit	Tyler Transit
Katey Pilgram, Operations Manager Office: 903-218-6485 or 903-742-6918 Katey.Pilgram@ETCOG.org	**James Torres, General Manager** 903-533-8057 jtorres@tylertexas.com

13. **No Waiver of Immunity or Defenses.** The parties, as independent political subdivisions of the State, cannot indemnify each other for any claims, damages, judgments, costs, or expenses arising out of the sole or partial negligent or intentional act or omission by the other. The parties agree that each party shall be liable only for damages, including attorneys' fees and costs, related to or arising out of the intentional or negligent act or omission of such party's own respective officials, agents, representatives, and employees in performance of this Agreement. This Agreement does not extend the liability of the parties. Neither the City nor ETCOG waives any immunity or defenses available to it against claims made by third parties.

14. **Applicable Law and Venue.** The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State of Texas. Venue for all actions arising under this Agreement shall lie exclusively in the courts of Smith County, Texas, for actions arising under state law, and in the Eastern District of Texas for all cases arising under federal law.

15. **Assignment.** This Agreement may not be assigned by any party hereto without the prior written unanimous consent of the other parties. No assignment, delegation of duties or subcontract under this Agreement shall be effective without the prior written unanimous consent of all parties hereto.

16. **Legal Construction.** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in this Agreement.

17. **Agency; Independent Contractor.** The parties agree and acknowledge that each entity is not an agent of the other entity, and that each entity is responsible for its own acts, forbearance, negligence, and deeds, and those of its agents and employees in conjunction with this Interlocal Agreement. The Agreement does not and shall not be construed to entitle any party or any party's respective employees, if applicable, to any benefit, privilege, or other amenities of employment applicable to the other party.

18. Force Majeure. Neither party will be liable for failure or delay to perform obligations under this Agreement, which have become practicably impossible because of circumstances beyond the reasonable control of the applicable party. Such circumstances include without limitation natural disasters or acts of God; premises destroyed or damaged by fire, wind, flood, cause of nature; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party's reasonable control.

19. Entire Agreement. This Agreement represents the entire Agreement among the Parties with respect to the subject matter covered by this Agreement.

IN WITNESS WHEREOF East Texas Council of Governments and City of Tyler have executed this agreement as of 1-20-2022 (date).

East Texas Council of Governments

David A. Cleveland
Executive Director

City of Tyler

FOR THE CITY OF TYLER, TEXAS

By: _____
EDWARD BROUSSARD
CITY MANAGER

FOR THE CITY OF TYLER, TEXAS
ATTEST:

By: _____
CASSANDRA BRAGER
CITY CLERK

CITY OF TYLER SEAL TEXAS

FOR THE CITY OF TYLER, TEXAS APPROVED:

By: _____
LEROY SPARROW
TRANSIT DIRECTOR

By: _____
JAMES TORRES
GENERAL MANAGER

FOR THE CITY OF TYLER, TEXAS REVIEWED:

By: _____
CITY ATTORNEY'S OFFICE

AMENDMENT #2 TO THE INTERLOCAL AGREEMENT FOR PUBLIC TRANSPORTATION SERVICES

The City of Tyler, Texas ("City") and the East Texas Council of Governments ("ETCOG" and, collectively, the "Parties") have entered into that certain agreement titled, "INTERLOCAL AGREEMENT BETWEEN EAST TEXAS COUNCIL OF GOVERNMENTS AND CITY OF TYLER, TEXAS FOR PUBLIC TRANSPORTATION SERVICES" dated January 12, 2022 ("Agreement"). The Parties entered into the first amendment ("Amendment #1") dated April 12, 2025.

The Parties now wish to amend the Agreement further and enter into a second amendment ("Amendment #2") as of _____, 2025.

WITNESSETH

WHEREAS, the Parties previously entered into an Agreement to collaborate on transportation and related services for the benefit of the region; and

WHEREAS, the Agreement provides that contract terms cannot be altered, changed, or amended except by a written instrument signed by both parties; and

WHEREAS, the Parties previously executed Amendment #1 to the Interlocal Agreement to expand the scope of services provided by ETCOG to include overflow and as-needed public transit services in support of Tyler Transit operations, and to revise the compensation structure to reflect updated per-trip, hourly, and no-show rates, ensuring fair remuneration and continued compliance with applicable operational, regulatory, and safety standards; and

WHEREAS, the City of Tyler has received funding, approved by the Tyler City Council on August 27, 2025, through the Federal Transit Administration's (FTA) Section 5310 program to support transportation services for seniors and individuals with disabilities in the Urbanized Zone (UZA) outside the City limits; and

WHEREAS, the City of Tyler desires to contract with ETCOG to provide such UZA transportation at a per-trip rate, consistent with the terms of the FTA Section 5310 program grant; and

WHEREAS, Section 2 of the Agreement, titled "**COMPLIANCE WITH LAWS**", requires ETCOG to comply with all policies and procedures of the Federal Transit Administration ("FTA") and the Texas Department of Transportation ("TxDOT"); and

WHEREAS, the Parties also wish to formalize a mutual agreement regarding the use and exchange of designated parking spaces to support their respective operations and personnel, and desire to allow for future modifications to parking arrangements through written agreement; and

WHEREAS, the Parties desire to amend the Agreement further as set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and promises of the Parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, upon execution of this Amendment #2 (the "Amendment"), the Parties agree to modify the Agreement as follows:

1. **Amendment to Scope of Services.** The section titled "Scope of Services" in the Agreement is hereby amended to include the following additional language:

   FTA UZA Grant Services: ETCOG shall also provide public transportation services within the designated urbanized area supported by funding from the FTA Urbanized Area Formula Program (49 U.S.C. § 5307) ("UZA Grant"). These services may include, but are not limited to: planning, operating, and managing transit services; procuring and maintaining transit vehicles and equipment; and meeting all federal reporting and compliance requirements applicable to the UZA Grant. In connection with these services, ETCOG will provide transportation at a rate of $45.00 per trip. The City has secured funding in the amount of $200,000 through the FTA Section 5310 grant program, which will support up to 4,444 trips. The Parties agree that these services will be administered in accordance with the terms of the 5310 grant award, the UZA Grant award, and all applicable local, federal, and state regulations, and shall be coordinated between ETCOG and the City.

2. **Mutual Exchange of Parking Spaces.** The Parties agree to make available to each other the mutual use of parking spaces to support the operations and services provided under this Agreement. Initially, each Party shall provide access to approximately ten (10) parking spaces for the other Party's use at mutually agreed-upon location(s). The specific location(s) of these initial parking spaces are generally identified in **Exhibit A** attached hereto and incorporated herein for reference.

   The number and location of parking spaces provided under this section may be modified from time to time by mutual written agreement of the Parties, without the need for a formal amendment to this Agreement or additional governmental approvals. All such arrangements shall be coordinated in good faith, subject to availability, and implemented in a manner that supports the operational needs and public service objectives of both Parties.

   In the event that any designated parking spaces become unavailable, the resulting shortfall shall be addressed through either fair market value compensation or provision of equivalent in-kind consideration, in accordance with Texas Department of Transportation Public Transportation Division (TxDOT PTN) real property requirements under 43 Tex. Admin. Code §31.57 (Disposition), the PTN State Management Plan, and consistent with Federal Transit Administration (FTA) requirements under FTA Circular 5010.1E (Real Property Management) and the FTA Program Guidance on Shared Use of Transit Agency Property, which require that any shared use of federally assisted property yield fair market value or equivalent in-kind return. This mutual exchange is intended to be equivalent in value and consistent with FTA and TxDOT requirements for the shared use of federally assisted property.

3. **Other provisions.** All other terms and conditions, except those provisions specifically changed by Amendment #2, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment #2, which shall become effective as of Amendment #2, Effective Date set forth above.

Signed this _____day of _____, 2025.

FOR ETCOG:

_____
Executive Director

_____
Printed Name

STATE OF TEXAS §
COUNTY OF SMITH §

This instrument was acknowledged before me on this the _____ day of _____ 2025, by _____, on behalf of said COMPANY.

_____
Notary Public in and for the State of Texas

My Commission Expires:_____

FOR THE CITY OF TYLER, TEXAS

By:_ _ _ _ _ _ _ _ _ _ _ _ _

CITY MANAGER

Edward Broussard
PRINTED NAME

FOR THE CITY OF TYLER, TEXAS
ATTEST:

By:_ _ _ _ _ _ _ _ _ _ _ _ _

CITY CLERK

Cassandra Brager
PRINTED NAME

FOR THE CITY OF TYLER, TEXAS
APPROVED:

BY: _____
TRANSIT DIRECTOR

Leroy Sparrow
PRINTED NAME

FOR THE CITY OF TYLER, TEXAS
REVIEWED

BY: _____
CITY ATTORNEY'S OFFICE

_____
PRINTED NAME

IN WITNESS WHEREOF CITY OF TYLER has caused these presents to be executed this the _____ day of _____, 2025.

STATE OF TEXAS §
COUNTY OF SMITH §

This instrument was acknowledged before me on this the _____ day of _____, 2023 by _____ on behalf of said CITY.

_____
Notary Public in and for the State of Texas

My Commission Expires: _____



Spatial Reference:
Name: NAD 1983 StatePlane Texas North Central FIPS 4202 Feet

10/2/2025

City of Tyler

THIS MAP WAS PREPARED BY THE CITY OF TYLER AND MAYBE BE REVISED WITHOUT NOTIFICATION TO ANY USERS.

ALTHOUGH THIS MAP IS BASED ON THE LATEST INFORMATION AVAILABLE TO THE CITY OF TYLER, NO WARRANTY, GUARANTEE, OR REPRESENTATION IS MADE AS TO THE ACCURACY, CURRENCY, OR THE ABSOLUTE CORRECTNESS OR SUFFICIENCY OF ANY REPRESENTATION CONTAINED IN THIS MAP. THE USER IS RESPONSIBLE FOR VERIFYING THE CURRENCY OF THE DATA USED IN THIS MAP BEFORE USING IT. THE CITY OF TYLER MUST BE CONTACTED TO OBTAIN THE LATEST, MOST CURRENT DATA AVAILABLE.
(903) 531-1267

1 inch equals 67 feet

Exhibit A

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CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-24

Date: November 12, 2025

Subject: Request that the City Council consider authorizing the City Manager to execute an Additional Engineering Services Contract, in an amount not to exceed $55,000, with Langan Engineering and Environmental Services, Inc. for the Consent Decree Group 7 Remedial Measures Implementation, Additional Service Request (ASR) 1.

Item Reference: **Council Meeting 9-25-24 Item M4**

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

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

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

Remedial Design for Group 7 with Langan Engineers, Inc was approved at City Council on September 25, 2024 provides for engineering services for design and inspection services for the assets identified for remediation in Group 7.

This Additional Services Contract is for the separation of the mainline and manhole portion of the original project into separate bid packages. The additional services listed include preparation of bid packages, coordination and administration of contract for each package, and reviewing applicable construction.

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to execute an Additional Engineering Services Contract, in an amount not to exceed $55,000, with Langan Engineering and Environmental Services, Inc. for the Consent Decree Group 7 Remedial Measures Implementation, ASR 1.

Attachments:
Group 7 ASR No. 1 - Bid Package Separation - Mainline and Manhole
Group 7 Remedial Measures ESA Executed

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

Edited/Submitted By:
City Manager

LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES, LLC

ADDITIONAL SERVICES REQUEST (ASR)

DATE: 22 October 2025
PROJECT NO. 532052401
ASR NO: 01
ASR TITLE: Group 7 Mainline and Manhole Bid Packages

CONTRACT: City of Tyler – Group 7 Remedial Measures Implementation – Effective Date Oct. 31, 2024
ORDER BY: Tiffany Currie
OWNER: City of Tyler
ENGINEER: Langan Engineering and Environmental Services, LLC

SCOPE OF SERVICES:

This ASR is for separation of the mainline and manhole portion of the original project for separate bid packages. The additional services listed below include preparation of bid packages, coordination and administration of contractors for each package, review applicable construction information relative to each package, and close-out for each contract.

Mainline Package

Task 1 – Bid/Contract Documents
As part of the construction document separation for Group 7 Mainline Package, ENGINEER shall prepare separate Opinion of Probable Construction Cost (OPCC), prepare construction documents relating to this specific package of proposed construction, upload plans and bid documents for the proposed improvements into CivCast, assist in advertisement in the Tyler Morning Telegraph, assist the OWNER in soliciting bids, conduct a pre-bid meeting, bid opening, tabulate bids and create contract books for execution.

Task 2 – Contract Administration and Construction Phase Services
As part of the contract separation for Group 7 Mainline Package for bidding, ENGINEER shall be responsible as support to the OWNER for project management of the separate construction contract. All items identified in the original contract under Task 600 Construction Phase Services shall apply as administration with a separate contractor, which includes Project Management, General Administration, Visits to Site, Clarifications/Interpretations, Change Orders/Work Directives, Shop Drawings, Substitutes, Inspections/Testing, Disagreements between ENGINEER and CONTRACTOR, Applications for Payment, CONTRACTOR Completion Documents, Substantial Completion, and Final Notice of Acceptability of the Work.

Task 3 – Completion
As part of the contract separation for Group 7 Mainline Package for bidding, ENGINEER shall participate in a final inspection in the company of OWNER and CONTRACTOR and recommend items for correction, as necessary, prepare a final list of items to be completed and deficiencies to be remedied following such inspection, and observe whether all items on the final list have been completed or corrected and make recommendations to OWNER concerning acceptance and issuance of the notice of acceptability of the work. As-built plans, surveying, and repeated site visits related to failure of CONTRACTOR to properly address punch list items are specifically excluded from this Task.

Manhole Package

Task 4 – Bid/Contract Documents
As part of the construction document separation for Group 7 Manhole Package, ENGINEER shall prepare separate Opinion of Probable Construction Cost (OPCC), prepare construction documents relating to this specific package of proposed construction, upload plans and bid documents for the proposed improvements into CivCast, assist in advertisement in the Tyler Morning Telegraph, assist the OWNER in soliciting bids, conduct a pre-bid meeting, bid opening, tabulate bids and create contract books for execution.

ADDITIONAL SERVICES REQUEST (ASR)

DATE: 22 October 2025
PROJECT NO. 532052401
ASR NO: 01
ASR TITLE: Group 7 Mainline and Manhole Bid Packages

Task 5 – Contract Administration and Construction Phase Services

As part of the contract separation for Group 7 Manhole Package for bidding, ENGINEER shall be responsible as support to the OWNER for project management of the separate construction contract. All items identified in the original contract under Task 600 Construction Phase Services shall apply as administration with a separate contractor, which includes Project Management, General Administration, Visits to Site, Clarifications/Interpretations, Change Orders/Work Directives, Shop Drawings, Substitutes, Inspections/Testing, Disagreements between ENGINEER and CONTRACTOR, Applications for Payment, CONTRACTOR Completion Documents, Substantial Completion, and Final Notice of Acceptability of the Work.

Task 6 – Completion

As part of the contract separation for Group 7 Manhole Package for bidding, ENGINEER shall participate in a final inspection in the company of OWNER and CONTRACTOR and recommend items for correction, as necessary, prepare a final list of items to be completed and deficiencies to be remedied following such inspection, and observe whether all items on the final list have been completed or corrected and make recommendations to OWNER concerning acceptance and issuance of the notice of acceptability of the work. As-built plans, surveying, and repeated site visits related to failure of CONTRACTOR to properly address punch list items are specifically excluded from this Task.

FEES:

SCHEDULE OF FEES

Mainline Package			
Task 1	Bid/Contract Documents	$	7,000
Task 2	Contract Administration and Construction Phase Services	$	18,500
Task 3	Completion	$	5,000
Manhole Package			
Task 4	Bid/Contract Documents	$	5,000
Task 5	Contract Administration and Construction Phase Services	$	14,500
Task 6	Completion	$	5,000
ASR # 1 Total Fee:		**$**	**55,000**
Adjusted CONTRACT Amount (currently $903,000)		**$**	**958,000**

LANGAN is authorized to proceed with this scope of services.

_____ _____

For Owner: for Langan: G. Robert Adams, PE

STATE OF TEXAS §

COUNTY OF SMITH §

STANDARD FORM OF AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This AGREEMENT is entered into, with an Effective Date of October 31, 2024, by and between the **CITY OF TYLER**, in Smith County, Texas (OWNER), acting therein by and through its duly authorized City Manager, and Langan Eng & Env Svcs., Inc (ENGINEER or ARCHITECT), hereinafter referred to as "E/A," for the purpose of acquiring all professional engineering and/or architectural services required for the project known as "Consent Decree Group 7 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, Allowances Not-to-Exceed = $739,200
- Hourly/Reimbursable Expenses = $163,800
- **Total Contract Price = $903,000**

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:
LANGAN ENGINEERING AND
ENVIRONMENTAL SERVICES, INC.
Attn: Carter Delleney, PE, MPA
1101 E SE Loop 323, Suite 101
Tyler, TX 75701

OWNER:
City of Tyler
Attn: Tiffany Currie, PE
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: Edward Broussard 11/21/24 By: Cassandra Brager

City Manager Date City Clerk

Edward Broussard Cassandra Brager

Printed Name Printed Name

CITY OF TYLER SEAL TEXAS

APPROVED: **RECOMMENDED:**

By: 11-19-24 By: 11-15-24

City Attorney's Office Date Department Leader Date

April Farley Kate Dietz, PE

Printed Name Printed Name

CITY COUNCIL APPROVAL:

AGENDA ITEM NUMBER: M-4

DATE APPROVED: 09-25-2024

FOR THE E/A:

By: G. Robert Adams 10.31.24

Principal/Vice President Date

Gary Robert Adams, PE

Printed Name

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 31st day of October, 2024.

SHARON MARIE HORTON
Notary Public, State of Texas
Comm. Expires 07-14-2025
Notary ID 133211460

Sharon Marie Horton

Notary Public In and For The State of Texas

My Commission Expires: 07-14-2025

Sharon Marie Horton

Notary's Printed Name



INDEX OF EXHIBITS

Exhibit A - E/A's Scope of Service

Exhibit B - E/A's Project Schedule

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

Exhibit D - Certificates of Insurance and Endorsements

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

Exhibit F – Procedure for Correcting Construction Defects
(Applicable only to construction contracts affecting City-owned buildings and other public works)

Exhibit A - E/A's Scope of Service

EXHIBIT A – CONSULTANT'S SCOPE OF BASIC SERVICES

PROJECT DESCRIPTION

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

SCOPE OF SERVICES

Task 50 Due Diligence (Programming) Phase

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

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

Task 100 Design Phase

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

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

2. Final Design Phase

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

3. Bidding or Negotiating Phase

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

Task 102 Boundary and Topographic Survey (Allowance)

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

Task 105 Property Owner Communication (Allowance)

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

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

Task 106 TxDOT and Franchise Utility Coordination (Allowance)

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

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

Task 600 Construction Phase Services

1. Construction Administration

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

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

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

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

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

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

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

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

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

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

I. Disagreements between ENGINEER & CONTRACTOR

i. Evaluate and render initial decisions on all claims of OWNER and CONTRACTOR relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.

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

J. Applications for Payment

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

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

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

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

K. CONTRACTOR's Completion Documents

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

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

iii. Upon review, transmit documents received to OWNER.

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

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

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

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

2. Resident Project Representative

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

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

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

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

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

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

Services provided by RPR include the following:

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

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

B. Schedules
   i. Review the CONTRACTOR progress schedule, schedule of shop drawings and submittals, and any other schedules prepared by CONTRACTOR and provide written comments to OWNER as appropriate throughout PROJECT.

C. Conferences and Meetings
   i. Attend preconstruction meeting, monthly progress meetings, and PROJECT element review meetings for specialized installations with CONTRACTOR.
   ii. Prepare minutes of formal meetings to, at minimum, all meeting attendees and OWNER. (EXCLUSIONS & CLARIFICATIONS: Meeting dates, times, and locations to be determined by others but mutually agreeable to ENGINEER, RPR, and OWNER. Meeting facilities, handouts, and/or other materials necessary to facilitate discussion to be provided by others.)

D. Liaison
   i. Serve as ENGINEER's liaison with CONTRACTOR (working principally through CONTRACTOR's superintendent) and assist in providing information regarding the intent of the Contract Documents.
   ii. Assist ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-site operations.
   iii. Assist in obtaining from OWNER additional details or information when required for proper execution of PROJECT.

E. Interpretation of Contract Documents
   i. Report to ENGINEER/OWNER when clarifications and interpretations of Contract Documents are needed.
   ii. Transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER/OWNER.

F. Shop Drawings and Submittals
   i. Maintain shop drawing and submittal record log, available for review by OWNER at any time.
   ii. Advise ENGINEER and CONTRACTOR of commencement of any portion of PROJECT requiring a shop drawing or submittal for which RPR believes the submittal has not been approved by ENGINEER. Failure on the part of the RPR to provide notification to CONTRACTOR shall in no way relieve CONTRACTOR of his/her responsibilities to identify, prepare, and submit shop drawings and/or submittals in a timely manner for the proper execution of PROJECT nor shall failure on the part of the RPR to provide notification serve as justification for any time extension.

G. Modifications
   i. Consider and evaluate CONTRACTOR's suggestions for modifications to the Contract Documents and report such suggestions, together with RPR's recommendations, to ENGINEER/OWNER.
   ii. Transmit to CONTRACTOR, in writing, decisions as issued by ENGINEER/OWNER.

H. Review of Work
   i. Conduct on-site observations of CONTRACTOR's work in progress to assist ENGINEER in determining if work is, in general, proceeding in accordance with Contract Documents.
   ii. Report to ENGINEER whenever RPR believes that any part of CONTRACTOR's work in progress will not produce a complete project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed PROJECT as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made
   iii. Advise ENGINEER of that part of work in progress that RPR believes should be corrected, rejected, uncovered for observation, or requires special testing, inspection, or approval.

I. Inspections, Test, and System Start-ups

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

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

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

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

Task 900 Completion

This Task includes the following:

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

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

ADDITIONAL SERVICES (NOT A PART OF THIS CONTRACT)

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

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

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

Exhibit B - E/A's Project Schedule

EXHIBIT B - PROJECT SCHEDULE

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

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

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

Project: City of Tyler – Consent Decree Group 7 Remedial Measures Implementation
Location: Tyler, Texas
Langan Project No: 532052401
Date: October 31, 2024

EXHIBIT C – FEE BREAKDOWN AND SUMMARY

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

Notes:

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

Exhibit D - Certificates of Insurance and Endorsements

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

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

8/1/2025

DATE (MM/DD/YYYY)
8/21/2024

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

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

PRODUCER Lockton Companies, LLC 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1493779 LANGAN ENGINEERING & ENVIRONMENTAL SERVICES, LLC 300 KIMBALL DRIVE, 4TH FLOOR PARSIPPANY NJ 07054 Delleney, Carter	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : The Continental Insurance Company — 35289 INSURER B : National Fire Insurance Co of Hartford — 20478 INSURER C : American Casualty Company of Reading, PA — 20427 INSURER D : Continental Casualty Company — 20443 INSURER E : — INSURER F : —

COVERAGES **CERTIFICATE NUMBER:** 17782535 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	Y	Y	7014708217	8/1/2024	8/1/2025	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 $ 500,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	6016359856	8/1/2024	8/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	Y	Y	6045964169	8/1/2024	8/1/2025	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $ XXXXXXX
C A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	6016359842 (AOS) 6016359873 (CA) 6057485432 (NY)	8/1/2024 8/1/2024 8/1/2024	8/1/2025 8/1/2025 8/1/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	PROF LIAB INCL POLL LIAB	N	Y	AEH591971277.	8/1/2024	8/1/2025	$1,000,000 PER CLAIM $2,000,000 AGG	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
SEE ATTACHED

CERTIFICATE HOLDER

17782535
CITY OF TYLER
P.O. BOX 2039
TYLER TX 75710

CANCELLATION See Attachments

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

Joseph M Agnello

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ONTINUATION DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS (Use only if more space is required)

RE: LANGAN PROJECT #532052401; CITY OF TYLER, IN SMITH COUNTY, TEXAS, IS AN ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY, AUTOMOBILE LIABILITY, POLLUTION LIABILITY AND EXCESS LIABILITY, THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY, IF REQUIRED BY WRITTEN CONTRACT . WAIVER OF SUBROGATION APPLIES TO GENERAL LIABILITY, AUTO LIABILITY, EXCESS/UMBRELLA LIABILITY, AND WORKERS COMPENSATION/EMPLOYER'S LIABILITY, WHERE ALLOWED BY STATE LAW AND IF REQUIRED BY WRITTEN CONTRACT. XCU COVERAGE IS INCLUDED UNDER THE GENERAL LIABILITY COVERAGE SUBJECT TO THE POLICY TERMS, CONDTIONS AND EXCLUSIONS. THIRTY (30) DAYS NOTICE OF CANCELLATION BY THE INSURER FOR REASONS OTHER THAN NON-PAYMENT OF PREMIUM WILL BE PROVIDED TO THE CERTIFICATE HOLDER.

Attachment Code: D592308 Certificate ID: 17782535

Policy No: 7014708217
Nat'l Fire Ins Co of Hartford
Effective Date: 08/01/2024

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; and

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

3. Coverage broader than what you are required to provide by the **written contract**; or
4. A higher limit of insurance than what you are required to provide by the **written contract**.

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

II. If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, 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** 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:

5. The **written contract** requires you to provide the additional insured such coverage; and
6. This **Coverage Part** provides such coverage.

III. 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 1001 edition of CG2037; or

B. Additional insured coverage with "arising out of" language; 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**.

I. But if the **written contract** requires 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.**

II. 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**.

VI. 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**:

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:

7. Primary and non-contributing with other insurance available to the additional insured; or
8. 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.

VII. 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 endeavor to 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 other insurance under 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.

VIII. 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. 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; and

B. Is still in effect at the time of the **bodily injury** or **property damage occurrence** or **personal and advertising injury** offense.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of is for attatchement to the policy issued by the designated insurers, takes effect on the effective dates of said policy at the hour stated in said policy, unless another effective date is shown below, and ecpires concurrently with said policy.

Attachment Code: D593034 Certificate ID: 17782535

CPL ADDITIONAL INSURED ENDORSEMENT

III. DEFINITIONS

Insured means the **Named Insured**, a **newly acquired subsidiary** and:

4. solely with respect to Insuring Agreement A.2., Pollution Incident Liability, any client or project owner for whom the **Named Insured** performs activities, provided that:

a. a written contract or agreement is in effect between the **Named Insured** and a client or project owner under which the **Named Insured** assumes the tort liability of the client or project owner to pay compensatory damages to a third party for a **pollution incident**;
b. such **pollution incident** is caused by the **Named Insured's** activities, or the activities of any person or entity for whom the **Named Insured** is liable; and
c. such written contract or agreement is executed prior to the **pollution incident**, and:

i. incorporates an enforceable indemnity provision pertinent to the **pollution incident**; or
ii. requires such client or project owner to be made an additional insured under the Policy that insures the **Named Insured** against **pollution incidents**.

For purposes of this definition only, "tort liability" means liability for a civil or private wrong imposed bylaw in the absence of any contract or agreement.

Attachment Code: D592315 Certificate ID: 17782535

CNA PARAMOUNT
Waiver of Transfer of Rights of Recovery Against Others to the Insurer Endorsement
Policy No. 7014708217

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.

CNA75008XX (10-16)

Attachment Code: D592332 Certificate ID: 17782535

Part One - Workers' Compensation Insurance G. Recovery From Others and **Part Two Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

Workers Compensation and Employers Liability Insurance
Policy Endorsement

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

It is agreed that **Part One - Workers' Compensation Insurance G. Recovery From Others** and **Part Two - Employers' Liability Insurance H. Recovery From Others are** amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE - Refer to the Schedule of Operations

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is 2%.

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.

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:
2024-1233415

Date Filed:
10/31/2024

Date Acknowledged:

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

Langan Engineering
Tyler, TX United States

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

City of Tyler

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

532052401 Group 7
SS design/construction tasks related to consent decree program

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Carter Delleney, and my date of birth is 08/27/1975.

My address is 1101 E SE Loop 323, Suite 101 (street), Tyler (city), TX (state), 75701 (zip code), USA (country).

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

Executed in Smith County, State of Texas, on the 31 day of October (month), 20 24 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Exhibit F - Procedure for Correcting Construction Defects

Check Here if this Section IS Applicable to This Contract ☐

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

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

I. DEFINITIONS

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

B. **"Civil works"** projects, as defined in Tex. Gov. Code Ann., Sec. 2269.351 are those related to roads, streets, bridges, utilities, water supply projects, water plants, waste water plants, water distribution and wastewater conveyance facilities, desalination projects, wharves, docks, airport runways and taxiways, storm drainage, flood control projects and transit projects.

II. NOTIFICATION OF DEFECT

A. **ENGINEER/ARCHITECT SHALL NOTIFY OWNER IN WRITING OF ANY CONSTRUCTION DEFECT** of which the ENGINEER/ARCHITECT is aware, and which shall include any deficiency in the construction of an improvement to real property, including a deficiency in or arising out of the design, specifications, surveying, planning or supervision of the construction that is a result of:

i. The use of defective materials, products, or components in the construction;
ii. A violation of a building code applicable by law to the construction;
iii. A failure of the design of an improvement to real property to meet the professional standards of care applicable at the time of governmental approval of the design or as otherwise applicable if no governmental approval of the design was required or obtained; and/or
iv. A failure to perform the construction in accordance with the accepted trade standards for good and workmanlike construction.

B. The E/A's writing shall identify the specific construction defect, describe the present physical condition of the affected structure; and describe any modification, maintenance, or repairs to the affected structure made by the governmental entity or others since the affected structure was initially occupied or used.

III. PROCEDURE TO CORRECT CONSTRUCTION DEFECTS

A. Before bringing an action asserting a claim for a construction defect under this Agreement, the OWNER must provide a written report to each party with whom the OWNER has a contract for the design, construction or construction oversight of an affected structure by certified mail, return receipt requested.

i. The report shall clearly identify the specific construction defect(s) on which the claim is based, which shall include any deficiency in the construction of an improvement to real property, including a deficiency in or arising out of the design, specifications, surveying, planning, or supervision of the construction that is a result of:
   a. The use of defective materials, products, or components in the construction;
   b. A violation of a building code applicable by law to the construction;

c. A failure of the design of an improvement to real property to meet the professional standards of care applicable at the time of governmental approval of the design or as otherwise applicable if no governmental approval of the design was required or obtained; and/or

d. A failure to perform the construction in accordance with the accepted trade standards for good and workmanlike construction.

iii. The report shall clearly:

a. Identify the specific construction defect on which the claim is based;

b. Describe the present physical condition of the affected structure; and

c. Describe any modification, maintenance, or repairs to the affected structure made by the governmental entity or others since the affected structure was initially occupied or used.

B. OWNER shall allow each party with whom the OWNER has a contract for the design or construction of an affected structure and who is subject to the claim, and any known subcontractor or supplier who is subject to the claim a reasonable opportunity to inspect any construction defect or related condition identified in the report for a period of 30 days after receiving the report.

C. OWNER shall allow at least 120 days after the inspection to:

i. Correct any construction defect or related condition identified in the report; or

ii. Enter into a separate agreement with the governmental entity to correct any construction defect or related condition identified in the report.

D. OWNER is not required to allow a party to make a correction or repair under Subsection II.A. if:

i. the party:

a. Is a contractor and cannot provide payment and performance bonds to cover the corrective work;

b. Cannot provide liability insurance or workers' compensation insurance;

c. Has been previously terminated for cause by OWNER; or

d. Has been convicted of a felony; or

ii. OWNER previously complied with the process required by Subsection II.A. regarding a construction defect or related condition identified in the report and:

a. The defect or condition was not corrected as required by Subsection II.C.i. or by an agreement under Subsection II.C.ii.; or

b. The attempt to correct the construction defect or related condition identified in the report resulted in a new construction defect or related condition.

E. Recovery of Report Costs. If the report described in Subsection II.A. identifies a construction defect that is corrected or for which the OWNER recovers damages, the party responsible for that construction defect shall pay the reasonable amounts incurred by OWNER to obtain the report with respect to identification of that construction defect.

F. These provisions do not prohibit or limit the OWNER from making emergency repairs to the property as necessary to protect the health, safety, and welfare of the public or a building occupant.