CITY COUNCIL AGENDA

Wednesday, February 14, 2024
9:00 am

CITY OF TYLER

A Natural Beauty

CITY COUNCIL

Donald P. Warren, Mayor
Stuart Hene, District 1
Broderick McGee, District 2
Dr. Shirley McKellar, District 3
James Wynne, District 4
Lloyd Nichols, District 5
Brad Curtis, District 6

CITY COUNCIL MEETING AGENDA

CITY COUNCIL CHAMBERS - CITY HALL

City Hall, City Council Chambers
212 N. Bonner Avenue, 2nd Floor
Tyler, Texas
Follow us on Facebook Live at:
https://www.facebook.com/CityofTylerTexas/
Wednesday, February 14, 2024
9:00 am

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

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

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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, obtain a speaker card from the receptionist's desk outside the Council Chambers, complete the information requested on the card, and deliver to the City Clerk before the meeting or as soon as you can. 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 meeting of the City Council of the City of Tyler, Texas held on January 10, 2024.

AWARDS

A-1 Request that the City Council consider accepting a commemorative award from Yachiyo, Japan celebrating 30 years of being sister cities.

RESOLUTION

R-1 Request that the City Council consider adoption of a Resolution in support of various affordable housing tax credit project proposals and the approval of the waiver of development/permit fees in the amount of $500 for each awarded project.

R-2 Request that the City Council consider adopting a Resolution authorizing the City Manager, as the designated representative of the City of Tyler, to execute Advanced Funding Agreements (AFA) with the Texas Department of Transportation for the Carbon Reduction Program (CRP), Traffic Signal Detection Upgrades and Pedestrian Signal Installations Projects.

R-3 Request that the City Council consider adopting a Resolution authorizing eminent domain proceedings for the acquisition of an easement interest across the property owned by Steven A. Pickett and Elaine Hill Almand Pickett providing the necessity and public purpose for sanitary sewer system upgrades near Wynnwood Drive as part of the Consent Decree Program.

ORDINANCE

O-1 Request that the City Council consider adoption of an Ordinance amending Tyler City Code Chapter 3, Civil Service Classification Plan by amending the Civil Service Classification Plan and number of authorized Civil Service positions for Fiscal Year 2023-2024.

MISCELLANEOUS

M-1 Request that the City Council consider authorizing the City Manager to execute a construction contract in the amount of $795,208.20, with A.E. Shull & Company, for the Earl Campbell Gravity Sewer Main project and adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt.

M-2 Request that the City Council consider authorizing the City Manager to execute an engineering services contract, in the amount of $87,500 with KSA Engineers, Inc. for the South Glenwood Ground Storage Tank Demolition and adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt.

M-3 Request that the City Council consider authorizing the City Manager to execute an engineering services contract, in the amount of $85,000 with KSA Engineers, Inc. for the Bellwood Lift Station Improvements Design Survey and adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt.

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 execute a contract with Donelson Construction Company, LLC, for the construction of the 2024 Tyler Pressure Pave Project in the amount of $487,726.20.

C-A-2 Request that the City Council consider authorizing the City Manager to purchase (4) tractor trucks that can haul waste sludge for Waste Collection from Holt Truck Centers Tyler, Texas BuyBoard contract 687-222 for a purchase price for each truck of $173,300 less a trade in allowance for used truck of $74,700 leaving a purchase cost of $98,600.00 per truck. The total purchase is $394,400.00.

C-A-3 Request that the City Council consider authorizing the City Manager to execute a contract in the amount of $69,100 for professional facilitation services with The Management Connection for the High Achieving Leaders (HAL) Development Program to occur in calendar year 2024.

C-A-4 Request that the City Council consider authorizing the City Manager to purchase two (2) pull-behind blower units from the lowest bidder, Turf and Soil Management for a total cost of $20,503.86.

C-A-5 Request that the City Council consider authorizing the City Manager to purchase fifteen (15) Chevrolet Tahoe Police Pursuit Vehicles (PPV) for the Police Department from Tyler Motor Company / Hall Chevrolet for $55,000.00 per unit for a total purchase of $825,000.00.

C-A-6 Request that the City Council consider adopting a Resolution calling an election for May 4, 2024, to fill the offices of the Mayor-at-Large and the Tyler City Council Members for Single Member District Numbers 2, 4 and 6 on the Tyler City Council, and calling for a joint election with Smith County.

C-A-7 Request that the City Council consider authorizing the City Manager to execute an Interlocal Elections Contract with Smith County to perform certain joint elections services for the City Council Election to be held May 4, 2024.

C-A-8 Request that the City Council consider authorizing the City Manager ratify the purchase of 10 Ford Explorers with the PPV package and upfit from Dana Safety of Fort Worth, Texas for a total purchase price of $737,260.00 through Buyboard Contract 698-23.

C-A-9 Request that the City Council consider authorizing the City Manager to approve a reconciliation change order and release of final payment and retainage with L&L Asphalt Corporation for the construction of the Vehicle Services Parking Lot Reconstruction Project Phase II in the amount of $38,975.00.

C-A-10 Request that the City Council consider authorizing the City Manager to execute the Reconciliation Change Order with Hartbeat Construction for the Repair of Inlet Boxes - 2023 project, decreasing the approved contract amount by $5,601.00, from $218,366.00 to $212,765.00.

C-A-11 Request that the City Council consider authorizing the City Manager to execute the Reconciliation Change Order with Precision Civil, LLC for the 321 Amberwood Circle Outfall Repair project, for the original contract amount of $9,852.00.

C-A-12 Request that the City Council consider authorizing the City Manager to purchase a Kubota RTV520D utility vehicle for Southside Waste Treatment Plant from Lowe Tractor in Tyler Buyboard contract 706-23 for $12,145.49.

C-A-13 Request that the City Council consider authorizing the City Manager to purchase (2) two 52" mowers from Tyler Power Equipment for Code Enforcement and Waste Treatment for a total purchase cost of $19,998.00.

C-A-14 Request that the City Council consider authorizing the City Manager to purchase (2) two 6" brush mowers from Lowe tractor through Buyboard contract 706-23, for Code Enforcement and Street Department for a total purchase cost of $9,515.00.

C-A-15 Request that the City Council consider authorizing the City Manager to execute Work Order No. 5 Amendment #3 to KSA Engineers, Inc. This is necessary to add compensation for construction administration for construction, and materials testing will be reduced to reflect the actual cost incurred in the Airport Fencing and Security Improvements project for a total increase in cost of $11,114.00.

C-A-16 Request that the City Council consider authorizing the City Manager to execute an amendment of an Airport Auto Rental Lease between the City of Tyler and The Hertz Corporation at Tyler Pounds Regional Airport.

C-A-17 Request that the City Council consider authorizing the City Manager to execute an amendment of an Airport Auto Rental Lease between the City of Tyler and EAN Holdings, LLC dba Enterprise Rent-A-Car at Tyler Pounds Regional Airport.

C-A-18 Request that the City Council consider authorizing the City Manager to execute an amendment of an Airport Auto Rental Lease between the City of Tyler and EAN Holdings, LLC dba National Car Rental at Tyler Pounds Regional Airport.

CITY MANAGER'S REPORT

ADJOURNMENT

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number:

Date: February 14, 2024

Subject: Request that the City Council consider approving the minutes of the regular meeting of the City Council of the City of Tyler, Texas held on January 10, 2024.

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Item Reference:

Request that the City Council consider approving the minutes of the regular meeting of the City Council of the City of Tyler, Texas held on January 10, 2024.

RECOMMENDATION:
Request that the City Council consider approving the minutes of the regular meeting of the City Council of the City of Tyler, Texas held on January 10, 2024.

ATTACHMENTS:
2024 01 10 Minutes

Drafted/Recommended By:
Department Leader

Cassandra Brager, City Clerk

Edited/Submitted By:
City Manager

MINUTES OF THE REGULAR CALLED MEETING OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS
January 10, 2024

A regular called meeting of the City Council of the City of Tyler, Texas, was held Wednesday, January 10, 2024 at 9:00 a.m. in the City Council Chambers, 2nd floor of City Hall, Tyler, Texas, with the following present:

Mayor:	Don Warren
Mayor Pro Tem:	Brad Curtis
Councilmembers:	Stuart Hene
	Shirley McKellar
	Broderick McGee
	James Wynne
	Lloyd Nichols
City Manager:	Edward Broussard
Deputy City Manager:	Stephanie Franklin
City Attorney:	Deborah G. Pullum
Senior Asst. City Attorney:	Alesha Buckner
Director of Organizational Development:	Regina Y. Moss
Airport Manager:	Stephen Thompson
Interim Main Street Director:	Amber Rojas
Planning Director:	Kyle Kingma
Chief Financial Officer:	Keidric Trimble
Chief Information Officer:	Benny Yazdanpanahi
City Fire Chief:	David Coble
Police Chief:	Jimmy Toler
City Engineer:	Darin Jennings
Traffic Engineer:	Cameron Williams
Director of Utilities:	Kate Dietz
Parks Director:	Leanne Robinette
City Clerk:	Cassandra Brager

INVOCATION

The Invocation was given by Councilmember Hene.

MINUTES

Request that the City Council consider approving the minutes of the regular meeting of the City Council of the City of Tyler, Texas held on November 8, 2023 and a Special Called meeting held on November 30, 2023.

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

AWARDS

A-1 Request that the City Council consider accepting the "Distinguished Budget Presentation Award" for its Fiscal Year 2022-2023 Budget document from the Government Finance Officers Association of the United States and Canada.

ZONING

Z-1 **Z23-038 NEDWOL PROPERTIES LLC (2441, 2443, 2445, AND 2447 MOSAIC WAY)**
Request that the City Council consider adoption of an Ordinance approving a zone change from "M-1", Light Industrial District to "C-1", Light Commercial District. (O-2024-01)
Motion by Councilmember McGee; seconded by Councilmember McKellar; motion carried 7 - 0 & approved as presented.

Z-2 **PD23-023 JLLB HOLDINGS LLC (5038 PALUXY DRIVE)**
Request that the City Council consider adoption of an Ordinance approving a zone change from "C-1", Light Commercial District to "PUR", Planned Unit Residential District with Final Site Plan. (O-2024-02)

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

Z-3 **C23-008 PSS JOINT VENTURE (AN UNIMPROVED PORTION OF RIECK ROAD)**
Request that the City Council consider adoption of an Ordinance approving the closure of a portion of Rieck Road. (O-2024-03)

Motion by Councilmember Hene; seconded by Councilmember McGee; motion carried 7 - 0 & approved as presented.

Z-4 **C23-009 ROUSE JESSE ROBERT JR (AN UNIMPROVED PORTION OF EDNA STREET AND REEDER LANE)**

Request that the City Council consider adoption of an Ordinance approving the closure of a portion of Edna Street and Reeder Lane. (O-2024-04)

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

Z-5 **Z23-036 DENNIS JOSEPH A & ELIZABETH ANNE (512 SOUTH FLEISHEL AVENUE)**
Request that the City Council consider adoption of an Ordinance approving a zone change from "RPO", Restricted Professional Office District to "R-2", Two-Family Residential District. (O-2024-05)

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

Z-6 **Z23-037 ROBLES JOSE EMILIANO & ANA BERTHA (1709 OLD OMEN ROAD)**
Request that the City Council consider adoption of an Ordinance approving a zone change from "POD", Planned Office District to "R-1B", Single-Family Residential District. (O-2024-06)

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

Z-7 **PD23-024 SHACKELFORD CREEK LAND COMPANY LLC (9506, 9507, 9512, 9513, 9519, 9520, 9525, 9530, 9531, 9537, 9538, 9543, 9546, 9549, 9554, 9555, 9560, 9561, 9566, 9567, 9570, 9573, 9574, 9578, 9581, 9582, 9586, 9590, 9594, 9602, AND 9606 FRIEDLANDER WAY AND 2000, 2001, 2005, 2006, 2010, 2011, 2014, 2017, 2020, 2023, 2026, 2029, 2030, 2032, 2035, 2041, 2044, 2047, 2050, 2053, 2056, 2059, 2062, 2065, 2068, 2069, 2072, 2075, 2078, 2079, 2082, 2083, 2086, 2087, 2090, 2091, 2095, AND 2099 LOCKLEAR LN, AND 8.40 ACRE PORTION OF 1067 MARSH FARM ROAD)**
Request that the City Council consider adoption of an Ordinance approving a zone change from "R-1D", Single-Family Detached and Attached Residential District to "PUR", Planned Unit Residential District with a final site narrative. (O-2024-07)

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

Z-8 **PD23-025 C&O ACQUISTIONS LLC AND BEXAR TRIPLE JEOPARDY LLC (220 AND 240 SOUTH SOUTHWEST LOOP 323)**
Request that the City Council consider adoption of an Ordinance approving a "PCD", Planned Commercial District final site plan amendment. (O-2024-08)
Motion by Councilmember McKellar; seconded by Councilmember McGee; motion carried 7 - 0 & approved as presented.

Z-9 **Z23-043 C&O ACQUISTIONS LLC (3809 WEST ELM STREET)**
Request that the City Council consider adoption of an Ordinance approving a zone change from "PCD", Planned Commercial District to "R-1A". Single-Family Residential District. (O-2024-09)

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

Z-10 **Z23-039 RENTAL CONNECTIONS LLC (1100, 1120, AND 1122 WEST FIFTH STREET)**
Request that the City Council consider adoption of an Ordinance approving a zone change from "C-1", Light Commercial District to "C-2", General Commercial District. (O-2024-10)

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

PRESENTATION

P-1 **Request that the City Council consider receiving a presentation on the 2023-2024 Annual Work Plan.**

ORDINANCE

O-1 **Request that the City Council consider adoption of an ordinance updating and amending Tyler City Code Chapter 1 related to policies and procedures governing the Disability Issues Review Board. (O-2024-11)**

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

MISCELLANEOUS

M-1 **Request that the City Council consider authorizing the City Manager to execute part 2 of the professional services contract, in the amount of $2,379,480 with Fitzpatrick Architects and Halff for the Downtown Improvement project.**

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

M-2 **Request that the City Council consider authorizing the City Manager to execute an engineering services contract, in the amount of $247,320.00 with Shermco Industries Inc for the Golden Road Water Treatment Plant Electrical Assessment.**

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

CONSENT

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

C-A-1 **Request that the City Council consider authorizing the City Manager to execute a Personal Services Contract with Mr. Robin Smart for construction inspection services for City of Tyler streets and capital improvement projects in the amount of $50,000.**

C-A-2 **Request that the City Council ratify the expenditure of $ 90,743.10, for the mandated public water system fee to the Texas Commission on Environmental Quality.**

C-A-3 **Request that the City Council consider authorizing the City Manager to execute an additional services agreement with Halff Associates, Inc. in the amount of $23,000 for the Shiloh Road Improvements and Widening preliminary engineering report.**

C-A-4 **Request that the City Council consider amending and adopting a Resolution authorizing the application for and acceptance of Federal Transit Administration (FTA) Grant Funds passed through the Texas Department of Transportation (TxDOT) under the Section FY21-5339 Bus and Bus facilities Grant in the amount of $201,174 along with the acceptance of $40,235 in Transportation Development Credits (TDC). (R-2024-01)**

C-A-5 **Request that the City Council consider amending and adopting a Resolution authorizing the application for and acceptance of Federal Transit Administration (FTA) Grant Funds passed through the Texas Department of Transportation (TxDOT) under the Section FY21-5339 Bus and Bus facilities Grant in the amount of $186,507 along with the acceptance of $37,302 in Transportation Development Credits (TDC). (R-2024-02)**

C-A-6 **Request that the City Council consider authorizing the City Manager to add Addendum 1 to Downtown Janitorial contract with Office Pride Janitorial to provide janitorial services to six City of Tyler downtown facilities in the amount of $447,216.00 over the next five (5) years. Addenda 1 would add Transit Building at $65,265.00 over the next four (4) years remaining of the contract for a total of $512,481.00.**

C-A-7 **Request that the City Council consider authorizing the City Manager to execute a new Master Services Agreement for professional services with MHS Planning & Design, LLC.**

C-A-8 **Request that the City Council consider authorizing the City Manager to execute a new Master Services Agreement for professional services with H.W. Lochner, Inc.**

C-A-9 **Request that the City Council consider authorizing the City Manager to execute a new Master Services Agreement for professional services with HDR Engineering, Inc.**

C-A-10 **Request that the City Council consider authorizing the City Manager to approve a reconciliation change order that will reduce the contract amount by $63,159.52 and the release of final retainage payment in the amount of $244,955.54 to A.E. Shull and Company for Consent Decree Capacity Work Group 1 Implementation Standard Bid, 22-033.**

C-A-11 **Request that the City Council consider authorizing the City Manager to approve a reconciliation change order that will reduce the contract amount by $69,380.40 and the release of final retainage payment in the amount of $145,824.48 to Southern Trenchless Solutions for Consent Decree Group 5 Manhole Rehabilitation, Bid 23-007.**

C-A-12 **Request that the City Council consider authorizing the City Manager to approve a reconciliation change order that will reduce the contract amount by $490,672.14 and the release of final retainage payment in the amount of $101,908.84 to T Gray Utility AIMS, LLC for Consent Decree Group 4 Manhole Specialty Bid 22-016.**

C-A-13 **Request that the City Council consider authorizing the City Manager to execute a contract amendment with Elledge Engineering in the amount of $61,000 for additional services related to the FM 756 Utility Relocate Project.**

Motion by Councilmember Hene; seconded by Councilmember McGee; motion carried 7 - 0 & approved as presented.

CITY MANAGER'S REPORT

1. Cameron Williams was busy during the end of the year. He's busy all the time. Especially at the end of the year. The Grande Boulevard reverse curve. This was something that y'all, as Council, had taken action upon back in 2023. So, the final safety improvements for the Grande reverse curve between Holly Tree Drive and Old Jacksonville Highway were installed in mid-December, and those improvements included LED curve warning system, white profile pavement markings next to the curve, and a wide yellow profile marking in both directions along the center two-way left turn lane. The profile markings have raised bumps that drivers can feel when they start to drift out of the traffic lane. The LED curve warning system and pavement markings complement the high friction surface that was

installed earlier in the Fall. These improvements were recommended as part of the Grande reverse curves safety study, and the improvements are targeted at addressing wet weather conditions and improving the visibility of the curve, especially at night, in order to improve safety. Also, in that kind of same area, with just construction on the new traffic signal on Grande Boulevard and old Noonday Road began in early December. Construction has progressed, with most underground conduit and traffic signal pole foundations installed. The next step, after the concrete for the foundation is cured, will be the installation of traffic signal poles. In the meantime, the contractor is completing similar work at the intersection of West Gentry Parkway and W. Martin Luther King Jr. Boulevard the existing traffic signal is also being reconstructed. And then also for traffic operations, we have on the intelligent traffic system year three master plan with the installation of 13 new traffic cabinets, for where we can require new electric service pedestals. So, staff, Karl Seydler, Senior Traffic Signal Technician, has created a parts list design and laid out locations for the new pedestals, prepared the foundation, ran the conduit, and poured the concrete foundation. You may even see him downtown doing some of the work at some of those locations. This will save the city approximately $10,000 for each intersection, with a total savings of $40,000.

2. Also, the Mayfair Building construction is moving along; all the walls are up, and painting is going on in the interior of the building. Anticipated completion is towards the end of either January or February, with the grand opening now scheduled for Thursday, April 4th. So that is one we are very excited about. As we begin 2024, NEThealth has begun its FitCity Tyler Health and Wellness Expo and Lighten up East Texas kickoff. So on this past Saturday, the annual lighten-up East Texas weight loss challenge kicked off at the W.T. Brookshire Conference Center and it was relaunched for the first time following COVID. This included a health expo to the top event to provide participants with access to a variety of resources for their health and wellness journey. An estimated 300 visitors attended the expo, most of whom joined the Lighten p East Texas challenge throughout the month. People throughout the East Texas areas continue to sign up through their employers and other public weigh-in locations. Special thank you to Mayor Warren for stopping by to say hello and visit the different vendors that were there. As a reminder, the City of Tyler is encouraging employees to also participate. We will be having our own weigh-in sessions and prizes. So, from now until January 31st, if you visit the Glass Recreation Center to weigh in and get signed up, you also get entered to win some awesome prizes along with it.

3. We're also monitoring coming the end of this weekend as well as the beginning of next week; we're monitoring the weather conditions that are expected due to freezing temperatures from Sunday, January 14th, evening to Wednesday, January 17th, midday. Our emergency services are already making sure that they're fully prepared; our streets and traffic services, water and wastewater, and solid waste are all getting as far as doing their preparations for this. We will be closed, of course, on Monday, January 15th, due to the Martin Luther King Junior holiday, but we will also be sending out quite a bit of information to residents and businesses to make sure that they are also prepared. We’re probably expecting to see about 44 to 48 hours of freezing temperatures during that time period. So, it won't be quite what you've had and seen with winter storm Urie, but it is something that we want to make sure people are preparing and getting ready for just as the city will be to assist those in need**.**

ADJOURNMENT

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

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

A T T E S T:

_____
CASSANDRA BRAGER, CITY CLERK

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number: A-1

Date: February 14, 2024

Subject: Request that the City Council consider accepting a commemorative award from Yachiyo, Japan celebrating 30 years of being sister cities.

Page: Page 1 of

Item Reference:

In 1991, Tyler sent the first two Texas teachers to Yachiyo, Japan to work in junior high schools alongside Japan Exchange and Teaching (JET) teachers as a one-year pilot program. The successful collaboration led to the twinning of Tyler and Yachiyo in 1992 and a long-standing Assistant Language Teacher (ALT) Program.

In addition to education, Yachiyo shares other characteristics similar to Tyler's. Both are medium-sized cities located near a major metropolitan city, Tyler being close to Dallas and Yachiyo being close to Tokyo. Perhaps the most important connection is that Yachiyo is a major agricultural producer of roses and has its own rose garden.

In the years since twinning, a strong relationship has developed between the two cities, resulting in a coveted trip rotation schedule shared between the two cities, usually coinciding with the Rose Festival activities occurring in Tyler and in Yachiyo. These biannual trips aim to increase collaborations between both cities by keeping city contacts current and bringing representatives from business and educational entities in both cities together. Due to the COVID-19 pandemic, regular trips between the two communities had to be postponed until the international travel bans of both countries were lifted. This also delayed celebrating the 30th anniversary of the twinning of our cities, which occurred in 2022.

In November of 2023, a small recreational group from Tyler traveled to Yachiyo which included Jennifer Rader, the current president of Tyler Sister Cities. During the visit, Jennifer was presented a commemorative award from the mayor of Yachiyo, celebrating 30 years of being sister cities.

RECOMMENDATION:

It is recommended that City Council accept the commemorative award from Yachiyo, Japan, celebrating 30 years of being sister cities.

ATTACHMENTS:

Drafted/Recommended By:
Department Leader

Michael Howell

Edited/Submitted By:
City Manager

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number: R-1

Date: February 14, 2024

Subject: Request that the City Council consider adoption of a Resolution in support of various affordable housing tax credit project proposals and the approval of the waiver of development/permit fees in the amount of $500 for each awarded project.

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Item Reference:

The Texas Department of Housing and Community Affairs (TDHCA) Housing Tax Credit (HTC) Program is one of the primary means of directing private capital toward the development and preservation of affordable rental housing for low-income households. Tax credits are awarded to eligible participants to offset a portion of their federal tax liability in exchange for the production or preservation of affordable housing. The entities listed in the attached exhibit desire to file an application for the 2024 Competitive Housing Tax Credit Program with the TDHCA.

The allocation of tax credits is a very competitive process. Projects receive 17 points for a resolution of support from a local government. A City of Tyler Resolution of Support for projects will strengthen the developer's application to receive an allocation of low-income housing tax credits through the TDHCA. These various entities are requesting a resolution of support for their individual applications from the City of Tyler that would significantly improve their opportunity to obtain these credits.

The Reserve at Tyler and Tyler Crossing projects are targeting the elderly population. Tyler actively markets itself as a retirement destination and has earned the distinction of being a Certified Retirement Community in Texas. Providing a resolution in support for affordable housing projects is consistent with the Tyler 1st Comprehensive Goal to "provide sufficient housing for households at all income levels and all stages of the life cycle" through diversity of forms of housing. The Tyler Crossing and Moore Grocery Lofts projects are located within the Downtown Planning Area and the North End Revitalization Planning Area. The projects are consistent with supporting new residential development in these areas. This and other information about each project are found in Exhibit "A".

While supporting developer access to funding for affordable housing production is consistent with our community goals, a resolution of support does not suggest that a request to rezone properties associated with these HTC proposals will be supported. If a property must be rezoned it must go through the rezoning process which includes a public process, review and recommendation by City staff, recommendation by the Planning and Zoning Commission and final approval from the Tyler City Council.

RECOMMENDATION:

It is recommended that the City Council consider adoption of a Resolution in support of various affordable housing tax credit project proposals and the approval of the waiver of development/permit fees in the amount of $500 for each awarded project.

ATTACHMENTS:

Exhibit "A": 2024 Housing Tax Credits Applications
Moore Grocery Lofts
Reserve at Tyler
Tyler Crossing
Tax Credit Resolution Consideration_Moore Grocery Lofts
Tax Credit Resolution Consideration_Reserve at Tyler
Tax Credit Resolution Consideration_Tyler Crossing

Drafted/Recommended By:
Department Leader

Heather Nick, AICP, Assistant City Manager

Edited/Submitted By:
City Manager

2024 Housing Tax Credit (HTC) Program Resolution of Support Listing

Submittal #	Council District	Proposed Development Name	Representative	Company	Location	Proposed Density	Marketed as 55+?	Existing Zoning and Potential Zoning Request	Requested Incentive	Notes
1	4	Tyler Crossing	Michael Fogel	Trinity Housing Development	1095 E Gentry	27.8 (84 units)	Yes	C-2, M-2 to PMF	$500	Met with Planning. **Will help support North End goals.**
2	2	Moore Grocery Lofts	Brannon Fitch	Moore Grocery Lofts Rehab, LLC	414 N Broadway Ave	47.98 (88 units to be renovated)	No	DBAC	$500	Met with Planning. **Will help support North End and Downtown goals.**
3	4	Reserve at Tyler	Justin Gregory	Reserve at Tyler, LLC	1005 SSE Loop 323	17.2 (84 units)	Yes	C-2 to R-MF	$500	

***Self scores were obtained from the Texas Department of Housing and Community Affairs Housing Tax Credit (HTC) Program Pre-Application Log**

City of Tyler
Housing Tax Credits Application
(Please complete separate application for each property proposed)

City of Tyler
212 N. Bonner
Tyler TX 75702
(903) 531-1100
www.cityoftyler.org

Applicant's Contact Information

Applicant Name: Moore Grocery Lofts Rehab, LLC

Contact Person: Brannon Fitch Lisa Vecchietti

Phone Number: (404) 680-3660 (512) 627-8062

Email Address: MooreGroceryRehab@linvillecapital.com

Property Information

Legal Description: Robert Lloyd Addn Block 31 Lot 6B (Tax ID R146745)

Current Zoning: M-1/RPO/DBAC Requested rezoning for property (if needed): n/a

Description of Project: Rehabilitation of existing historic building with the use of equity from Competitive Housing Tax Credits, located at 410 N Broadway Ave and currently offering housing to 88 households

Number of Multi-Family Units Expected: 88 units, existing, to be renovated

Density (Number of units per acre): 47.98 units/acre (88 units on 1.834 acres)

Requested Incentive: A loan, grant, reduced fees or contribution of other value that equals $500 or more

Please include the following attachments:
Draft resolution of support for City Council's consideration
Map of Location

OFFICE USE ONLY

DATE RECEIVED: _____

Legal review 12/18

24136 - MOORE GROCERY LOFTS

410 N Broadway Ave, Tyler, TX 75702

Language for Resolution of Support

Pursuant to 10 TAC §11.9(d)(1) and in accordance with Tex. Gov't Code §2306.6710(b), an Application may qualify for points for a resolution from the city in which the proposed development site is located. Resolutions that expressly set forth that the city supports the Application or Development are worth maximum points while resolutions setting forth that the city has no objection to the Application or Development are worth fewer points. Pursuant to 10 TAC §11.9(d)(1) once a resolution has been submitted it may not be changed or withdrawn. Language to be included in the resolution of support is provided below:

WHEREAS, Moore Grocery Lofts Rehab, LLC has proposed a development for affordable rental housing at 410 N Broadway Avenue named Moore Grocery Lofts (TDHCA #24136) in the City of Tyler, Texas in Smith County; and

WHEREAS, Moore Grocery Lofts Rehab, LLC has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2024 Competitive 9% Housing Tax Credits for Moore Grocery Lofts (TDHCA #24136).

It is hereby

RESOLVED, that the City of Tyler, Texas, acting through its governing body**,** hereby confirms that it **supports** the proposed Moore Grocery Lofts (TDHCA #24136) and that this formal action has been taken to put on record the opinion expressed by the City of Tyler, Texas in Smith County on **[*date*],**

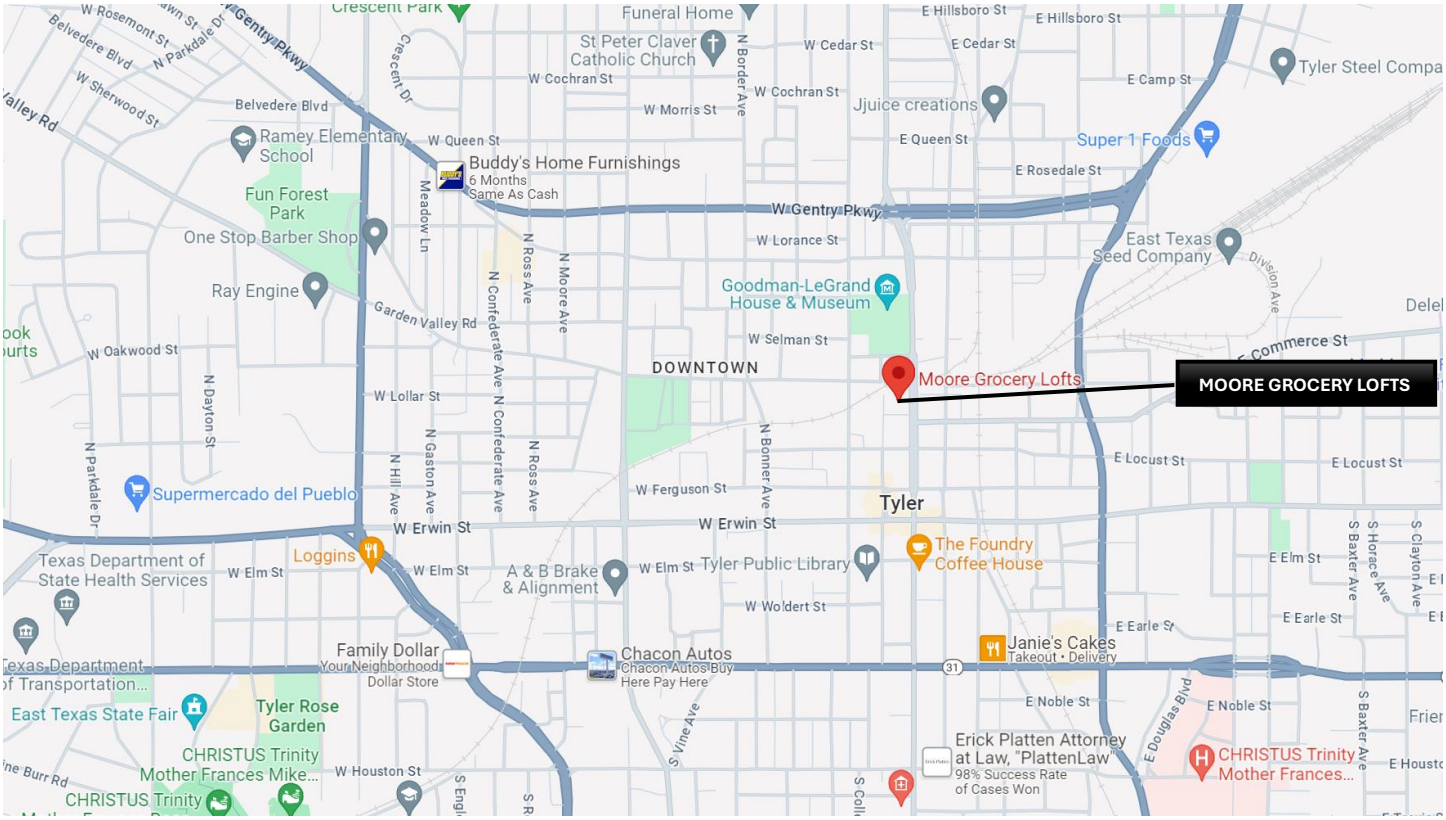
FURTHER RESOLVED that acting through its governing body**,** hereby confirms that it will provide a loan, grant, reduced fees or contribution of other value that equals $500 or more, and

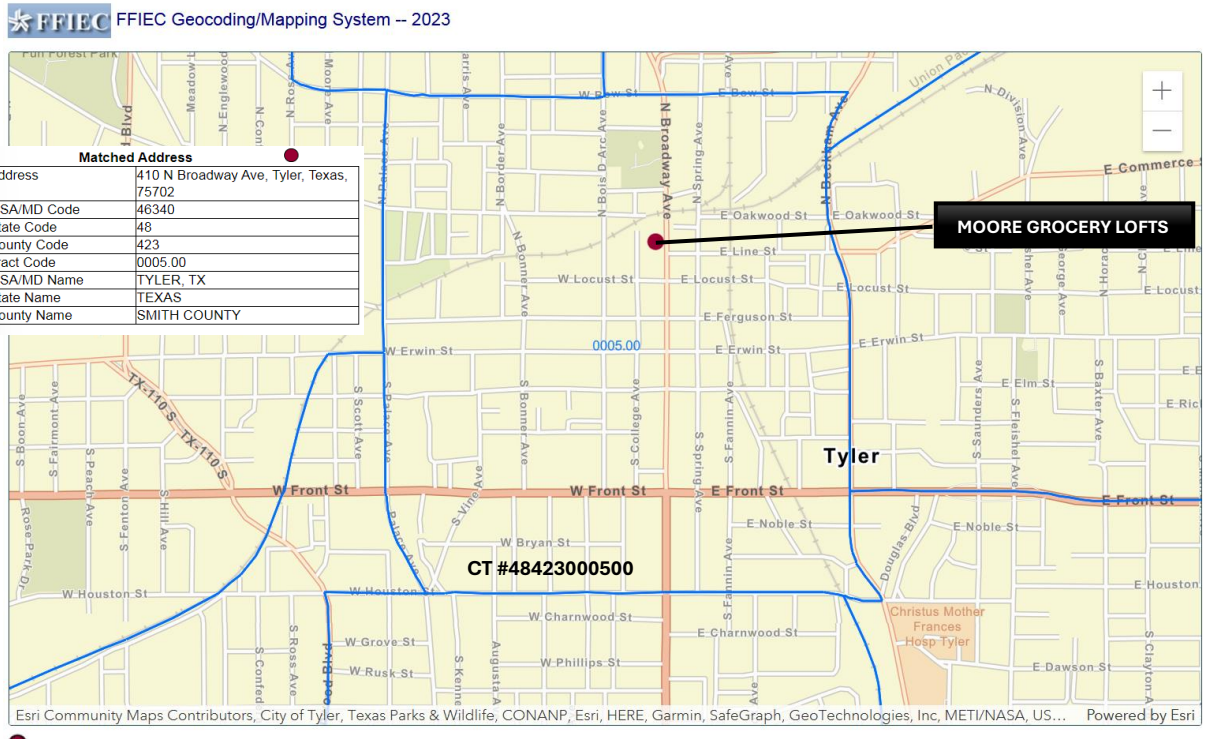
FURTHER RESOLVED that for and on behalf of the Governing Body, **[*name, position of authorized person*]** are hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

24136 - MOORE GROCERY LOFTS

410 N Broadway Ave, Tyler, TX 75702

Location Maps



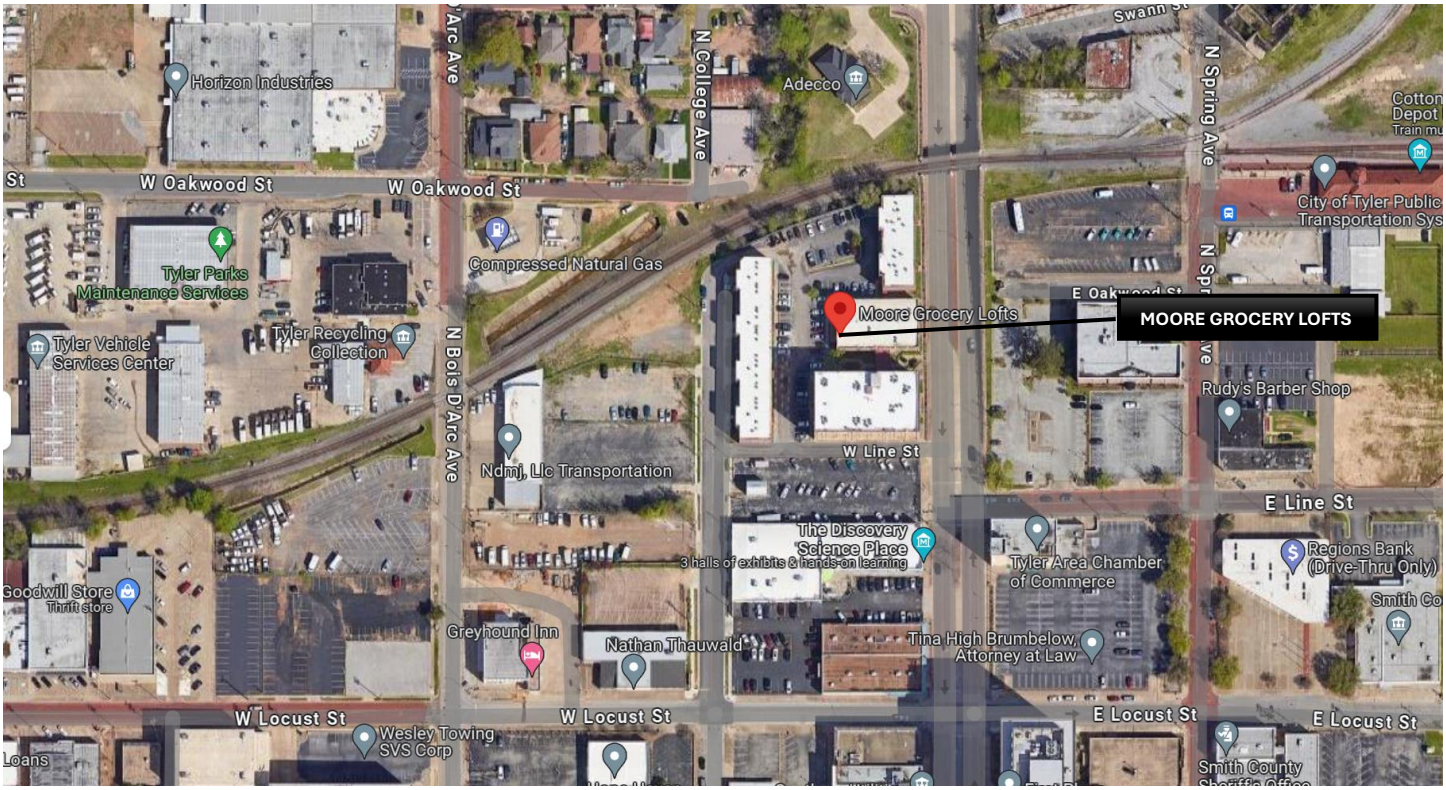


Matched Address: 410 N Broadway Ave, Tyler, Texas, 75702
MSA: 46340 - TYLER, TX || State: 48 - TEXAS || County: 423 - SMITH COUNTY || Tract Code: 0005.00

24136 - MOORE GROCERY LOFTS

410 N Broadway Ave, Tyler, TX 75702

Location Maps







City of Tyler
Housing Tax Credits Application
(Please complete separate application for each property proposed)

City of Tyler
212 N. Bonner
Tyler TX 75702
(903) 531-1100
www.cityoftyler.org

Applicant's Contact Information

Applicant Name: Reserve at Tyler LLC

Contact Person: Justin Gregory

Phone Number: (724) 561-3196

Email Address: justin.gregory@pivotal-hp.com

Property Information

Legal Description: 1005 S Southeast Loop 323

Current Zoning: C-2 Requested rezoning for property (if needed): RMF

Description of Project: Please see attached Project Description.

Housing Tax Credits, located at 410 N Broadway Ave and currently offering housing to 88 households

Number of Multi-Family Units Expected: 84 units

Density (Number of units per acre): 17.20

Requested Incentive: Support and $500 Financial Incentive

Please include the following attachments:
Draft resolution of support for City Council's consideration
Map of Location

OFFICE USE ONLY

DATE RECEIVED: _____

Legal review 12/18

WHEREAS, Reserve at Tyler LLC has proposed a development for affordable rental housing at 1005 S Southeast Loop 323 named Reserve at Tyler in the City of Tyler; and

WHEREAS, Reserve at Tyler LLC has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2024 Competitive 9% Housing Tax Credits for Reserve at Grande.

WHEREAS, the City of Tyler confirms it will provide reduced fees in the amount of $500.00 for the benefit of the Project.

It is hereby

RESOLVED, that the City of Tyler, acting through its governing body**,** hereby confirms that it supports the proposed Reserve at Grande development located at 1005 S Southeast Loop 323/**Application number** and that this formal action has been taken to put on record the opinion expressed by the City of Tyler on **[council meeting date],** and

FURTHER RESOLVED that the City Manager is authorized to grant a Five Hundred Dollars and No Cents ($500.00) reduction in fees for Reserve at Grande to meet all program criteria.

FURTHER RESOLVED that for and on behalf of the Governing Body, **[name, position of authorized person]** are hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.



PROPOSED UNIT MIX:
1 BEDROOM / 1 BATH - 62 UNITS
2 BEDROOM / 1 BATH - 22 UNITS

TOTAL - 84 UNITS

BUILDING BREAK-DOWN:
4-STORY ELEVATOR

SITE INFO:
PARKING
- REQUIRED PARKING 144 (1.5 SPACES PER 1 BED PLUS 2 SPACES PER 2 BED PLUS 5% OF REQ'D PARKING FOR VISITOR USE) = (1.5x62)+(2x22)+7 = 144
- PROVIDED 154 (6 HC)

AREA
- 4.885 ACRES FOR DEVELOPMENT

site plan
1" = 80'-0"
0 40 80 160

PIVOTAL HOUSING PARTNERS

RESERVE AT TYLER
tyler, texas

01.03.24
preliminary site plan

© 2023 Pivotal Housing Partners LLC

Project Description

Reserve at Tyler, located at 1005 S Southeast Loop 323, Tyler, Texas, will be a new construction development consisting of approximately 84 units, of which 100% will be affordable. The total development cost for this Modern Style elevatored development will be roughly $16 Million. The development will include units for residents with maximum incomes at or below 30% AMI & 60% AMI. The proposed rental community will be marketed as age-restricted to seniors 55 & older. The proposed rental community will offer approximately 62 one-bedroom and 22 two-bedroom units.

The proposed gross restricted rents will vary but range between $413 - $981 for a one-bedroom unit and $498 - $1,159 for a two-bedroom.

Additionally, this development will include the following unique features: incorporation of ride-share parking spots targeted explicitly for the use of Uber, Lyft, and other ride-sharing services (including food delivery services such as Doordash, UberEats, and Grubhub) as well as the creation of a "Senior Resource Center" space in the clubhouse that will be utilized for collaborating with local organizations for programming above and beyond the typical services required by TDHCA for all housing tax credit developments.

Other on-site amenities include but are not limited to walking trails, community gardens, a fitness center, a fully enclosed dog park, lighted pathways, a covered gazebo with seating, BBQ grilling areas, community laundry rooms, furnished community room, stocked activity room, high-speed wi-fi, and recycling services.

As we have learned through COVID-19, it isn't easy to be resolute with programming; therefore, we intend to collaborate with local senior service providers to stay relevant to our resident population's needs. Other programming examples include a food pantry, knitting/sewing clubs, game nights, birthday celebrations/potlucks, holiday celebrations/potlucks, and fitness programs.

We build to a green energy efficient standard. This standard is accomplished by maintaining the following:

Construction Activity Pollution Prevention, Alternative Transportation Encouragement, Storm Water Quality and Quantity Control, Heat Island Effect Reduction, Light Pollution Reduction, Utilize Water, Efficient Landscaping, Reduced Wastewater Generation / Potable Water Usage, Reduce or Minimize Energy Consumption, Fundamental Refrigerant Management, Utilize Recycled Content Products., Utilize Regional Materials, Construction Waste Reduction, Indoor Air Quality and Ventilation, Construction Contaminant Minimization, Utilization of Low-Emitting Materials, Indoor Chemical and Pollution Source Control, Controllability of Systems (Thermal), Controllability of Systems (Lighting) and Day Lighting.

We have a demonstrated track record of developing and managing high-quality housing tax credit developments. We believe this development will contain several characteristics that will benefit the City of Tyler.

We routinely incorporate security features into our developments, including key fob entry, security fences (where allowed), and bright site lighting. In addition, we manage 100% of the housing we develop and own. We are committed to protecting our investment long-term and being a good steward within our cities.

We create a specific management and staffing plan for each development, incorporating an intensive tenant screening involving several steps, including background and criminal. A copy of a sample Tenant Screening Plan is available upon request. We have included a portion of the procedure below so that the City of Tyler may understand our process:

> Anyone who wishes to be admitted to this development must provide a completed written application and relevant consent forms. To determine threshold eligibility, the application must contain enough information to enable the owner to determine family size and composition (including names of all persons who will be residing in the unit, dates of birth, social security numbers, and relationship to the head of household), anticipated annual income, assets now owned and assets disposed of for less than fair market value within the past two years, and that all applicants must possess the legal capacity to enter into a lease agreement. We then screen the applicant by checking with all previous landlords from the past five (5) years, obtaining a

credit history report, and/or obtaining no less than two (2) personal references when a landlord reference is unavailable. We screen for the following factors: No Indebtedness to the Owner/Management Agent, Rental History and Landlord References, Personal References, Credit References, Criminal Background, Illegal Drugs, State Sex Offender's Registry, and Annual Recertification.

We have several developments in Texas and have dedicated regional managers who routinely drive each of our developments. This development will have a dedicated community manager and service technician. These will be full-time positions and will be competitive by market standards. All service and property management activities will be in the community clubhouse/leasing office. We always ensure that our developments have ample amenity space, and this development is no exception. We also have a regional compliance manager to ensure the development meets all fair housing, City of Tyler, and TDHCA regulations. This is in addition to having dedicated heads of management and compliance activities at a national level. All in all, there will always be no less than five individuals involved in the day-to-day operations of this development. We do not just income certify our residents but ensure that everyone who lives in our communities will contribute to the community atmosphere while complying with all applicable fair housing laws.



Artist Rendering - Concept Only

VISIONS BY GRANT

PIVOTAL HOUSING PARTNERS

RESERVE AT TYLER

1005 S Southeast Loop 323, Texas

1.17.23

representative imagery example

© 2022 Pivotal Housing Partners LI



VISIONS BY GRANT

PIVOTAL HOUSING PARTNERS

RESERVE AT TYLER

1005 S Southeast Loop 323, Texas

1.17.23

representative imagery example

© 2022 Pivotal Housing Partners LLC

PIVOTAL
HOUSING PARTNERS

RESERVE AT TYLER

1005 S Southeast Loop 323, Texas

1.17.23

representative imagery example

© 2022 Pivotal Housing Partners LLC

City of Tyler
Housing Tax Credits Application
(Please complete separate application for each property proposed)

City of Tyler
212 N. Bonner
Tyler TX 75702
(903) 531-1100
www.cityoftyler.org

Applicant's Contact Information

Applicant Name: Trinity Housing Development (Project Name: Tyler Crossing)

Contact Person: Michael Fogel

Phone Number: 713-409-0211

Email Address: mfogel@trinityhousingdevelopment.com

Property Information

Legal Description: 1095 E Gentry Pkwy (Brookshire 271 Addn, Block 530 Lot 10H)

Current Zoning: C-2 General Commercial Requested rezoning for property (if needed): R-MF

Description of Project: 84-unit multifamily housing tax credit community for adults 55 and older.

Number of Multi-Family Units Expected: 84

Density (Number of units per acre): 27.8

Requested Incentive: Housing Tax Credit Application Local Support (no additional incentive requested)

Please include the following attachments:
Draft resolution of support for City Council's consideration
Map of Location

OFFICE USE ONLY

DATE RECEIVED: _____

Legal review 12/18

City of Tyler Resolution for Tyler Crossing

Whereas Tyler Crossing, LP has proposed a development for affordable rental housing for seniors at 1095 E Gentry Parkway named Tyler Crossing in the City of Tyler; and

Whereas, there is a need for affordable housing for the City of Tyler citizens of modest means; and

Whereas, Tyler Crossing, LP intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2024 Low Income Housing Tax Credit Program funds for Tyler Crossing; and

Whereas, there is a requirement for a de minimus commitment of development funding by the Local Political Subdivision.

Be it resolved that:

This resolution affirms the City of Tyler's support for the above named development; and

The City of Tyler also affirms that it will provide a <fee waiver, reduced building permit fee, etc> for the benefit of the development in the amount of $500.

Resolved this date….[Tyler to use its format for resolutions].

TRINITY
HOUSING DEVELOPMENT

Tyler Crossing – Location Map: 1095 E Gentry Pwky



RESOLUTION NO. R-2024-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, INDICATING SUPPORT FOR THE APPLICATION OF MOORE GROCERY LOFTS REHAB, LLC AND ITS AFFILIATES, AN AFFORDABLE RENTAL HOUSING DEVELOPMENT KNOWN AS MOORE GROCERY LOFTS, TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR THE 2024 COMPETITIVE NINE-PERCENT HOUSING TAX CREDITS, APPROVING A WAIVER OF DEVELOPMENT /PERMIT FEES IN THE AMOUNT OF $500.00, AUTHORIZING THE MAYOR AND/OR DESIGNATED CITY STAFF TO TAKE ALL NECESSARY OR APPROPRIATE ACTIONS ASSOCIATED THEREWITH; AND ESTABLISHING AN EFFECTIVE DATE.

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

WHEREAS, it is the intent of the City Council to promote and encourage affordable housing; and

WHEREAS, Moore Grocery Lofts Rehab, LLC and its affiliates have proposed the construction of the development of affordable rental housing known as Moore Grocery Lofts located at 414 North Broadway Avenue in the City of Tyler, Smith County, Texas; and

WHEREAS, Moore Grocery Lofts Rehab, LLC and its affiliates have communicated that they intend to submit an application to the Texas Department of Housing and Community Affairs for 2024 Housing Tax Credits for the Moore Grocery Lofts development; and

WHEREAS, Moore Grocery Lofts Rehab, LLC and its affiliates have requested a waiver of development/permit fees in the amount of $500.00 for the Moore Grocery Lofts development as a commitment of development funding from the City of Tyler, Texas; and

WHEREAS, as noted in Tyler City Code Section 1-9, the City Council has the authority to refund, transfer or waive any fee when, in its sole discretion, it determines that circumstances justify such action in order to promote a public purpose or the public welfare; and

WHEREAS, the City of Tyler, Texas has the authority to defer development fees on the property located at 414 North Broadway Avenue, Tyler, Texas;

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

Part 1: That the City of Tyler, acting through its governing body, hereby confirms that it supports the proposed Moore Grocery Lofts proposed to be located at 414 North Broadway Avenue and that this formal action has been taken to put on record the opinion expressed by the City of Tyler on February 14, 2024.

Part 2: That the City Council, as governing body of the City of Tyler, Texas, hereby adopts this Resolution as evidence to its commitment of funds in the amount of $500.00 to be provided to the development in the form of a waiver of development /permit fees.

Part 3: That for and on behalf of the governing body, Donald P. Warren, Mayor, and/or designated City Staff, is hereby authorized, empowered and directed to certify this Resolution to the Texas Department of Housing Community Affairs and to take all other necessary or appropriate steps or actions associated with this development funding.

Part 4: That this Resolution shall be effective immediately upon adoption.

PASSED AND APPROVED, this 14th day of February, A. D. 2024.

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

ATTEST:

APPROVED:

CASSANDRA BRAGER, CITY CLERK

DEBORAH G. PULLUM,
CITY ATTORNEY

RESOLUTION NO. R-2024-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, INDICATING SUPPORT FOR THE APPLICATION OF RESERVE AT TYLER, LLC AND ITS AFFILIATES, AN AFFORDABLE RENTAL HOUSING DEVELOPMENT KNOWN AS RESERVE AT TYLER, TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR THE 2024 COMPETITIVE NINE-PERCENT HOUSING TAX CREDITS, APPROVING A WAIVER OF DEVELOPMENT /PERMIT FEES IN THE AMOUNT OF $500.00, AUTHORIZING THE MAYOR AND/OR DESIGNATED CITY STAFF TO TAKE ALL NECESSARY OR APPROPRIATE ACTIONS ASSOCIATED THEREWITH; AND ESTABLISHING AN EFFECTIVE DATE.

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

WHEREAS, it is the intent of the City Council to promote and encourage affordable housing; and

WHEREAS, Reserve at Tyler, LLC and its affiliates have proposed the construction of the development of affordable rental housing known as Reserve at Tyler located at 1005 South Southeast Loop 323 in the City of Tyler, Smith County, Texas; and

WHEREAS, Reserve at Tyler, LLC and its affiliates have communicated that they intend to submit an application to the Texas Department of Housing and Community Affairs for 2024 Housing Tax Credits for the Reserve at Tyler development; and

WHEREAS, Reserve at Tyler, LLC and its affiliates have requested a waiver of development/permit fees in the amount of $500.00 for the Reserve at Tyler development as a commitment of development funding from the City of Tyler, Texas; and

WHEREAS, as noted in Tyler City Code Section 1-9, the City Council has the authority to refund, transfer or waive any fee when, in its sole discretion, it determines that circumstances justify such action in order to promote a public purpose or the public welfare; and

WHEREAS, the City of Tyler, Texas has the authority to defer development fees on the property located at 1005 South Southeast Loop 323, Tyler, Texas;

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

Part 1: That the City of Tyler, acting through its governing body, hereby confirms that it supports the proposed Reserve at Tyler proposed to be located at 1005 South Southeast Loop 323 and that this formal action has been taken to put on record the opinion expressed by the City of Tyler on February 14, 2024.

Part 2: That the City Council, as governing body of the City of Tyler, Texas, hereby adopts this Resolution as evidence to its commitment of funds in the amount of $500.00 to be provided to the development in the form of a waiver of development /permit fees.

Part 3: That for and on behalf of the governing body, Donald P. Warren, Mayor, and/or designated City Staff, is hereby authorized, empowered and directed to certify this Resolution to the Texas Department of Housing Community Affairs and to take all other necessary or appropriate steps or actions associated with this development funding.

Part 4: That this Resolution shall be effective immediately upon adoption.

PASSED AND APPROVED, this 14th day of February, A. D. 2024.

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

ATTEST:

APPROVED:

CASSANDRA BRAGER, CITY CLERK

DEBORAH G. PULLUM,
CITY ATTORNEY

RESOLUTION NO. R-2024-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, INDICATING SUPPORT FOR THE APPLICATION OF TRINITY HOUSING DEVELOPMENT AND ITS AFFILIATES, AN AFFORDABLE RENTAL HOUSING DEVELOPMENT KNOWN AS TYLER CROSSING, TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR THE 2024 COMPETITIVE NINE-PERCENT HOUSING TAX CREDITS, APPROVING A WAIVER OF DEVELOPMENT /PERMIT FEES IN THE AMOUNT OF $500.00, AUTHORIZING THE MAYOR AND/OR DESIGNATED CITY STAFF TO TAKE ALL NECESSARY OR APPROPRIATE ACTIONS ASSOCIATED THEREWITH; AND ESTABLISHING AN EFFECTIVE DATE.

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

WHEREAS, it is the intent of the City Council to promote and encourage affordable housing; and

WHEREAS, Trinity Housing Development and its affiliates have proposed the construction of the development of affordable rental housing known as Tyler Crossing located at 1095 East Gentry Parkway in the City of Tyler, Smith County, Texas; and

WHEREAS, Trinity Housing Development and its affiliates have communicated that they intend to submit an application to the Texas Department of Housing and Community Affairs for 2024 Housing Tax Credits for the Tyler Crossing development; and

WHEREAS, Trinity Housing Development and its affiliates have requested a waiver of development/permit fees in the amount of $500.00 for the Tyler Crossing development as a commitment of development funding from the City of Tyler, Texas; and

WHEREAS, as noted in Tyler City Code Section 1-9, the City Council has the authority to refund, transfer or waive any fee when, in its sole discretion, it determines that circumstances justify such action in order to promote a public purpose or the public welfare; and

WHEREAS, the City of Tyler, Texas has the authority to defer development fees on the property located at 1095 East Gentry Parkway, Tyler, Texas;

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

Part 1: That the City of Tyler, acting through its governing body, hereby confirms that it supports the proposed Tyler Crossing proposed to be located at 1095 East Gentry Parkway and that this formal action has been taken to put on record the opinion expressed by the City of Tyler on February 14, 2024.

Part 2: That the City Council, as governing body of the City of Tyler, Texas, hereby adopts this Resolution as evidence to its commitment of funds in the amount of $500.00 to be provided to the development in the form of a waiver of development /permit fees.

Part 3: That for and on behalf of the governing body, Donald P. Warren, Mayor, and/or designated City Staff, is hereby authorized, empowered and directed to certify this Resolution to the Texas Department of Housing Community Affairs and to take all other necessary or appropriate steps or actions associated with this development funding.

Part 4: That this Resolution shall be effective immediately upon adoption.

PASSED AND APPROVED, this 14th day of February, A. D. 2024.

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

ATTEST:

APPROVED:

CASSANDRA BRAGER, CITY CLERK

DEBORAH G. PULLUM,
CITY ATTORNEY

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number: R-2

Date: February 14, 2024

Subject: Request that the City Council consider adopting a Resolution authorizing the City Manager, as the designated representative of the City of Tyler, to execute Advanced Funding Agreements (AFA) with the Texas Department of Transportation for the Carbon Reduction Program (CRP), Traffic Signal Detection Upgrades and Pedestrian Signal Installations Projects.

Item Reference:

On November 15, 2021, the President of the United States signed the Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58, also known as the "Bipartisan Infrastructure Law") (BIL) into law. The BIL authorized a new Carbon Reduction Program (CRP) codified at 23 United States Code (U.S.C.) 175 to reduce transportation emissions.

The CRP allocates money to Metropolitan Planning Organizations, and the Texas Department of Transportation is responsible for administering the program. On July 27, 2023, the Tyler Area Metropolitan Planning Organization (MPO) adopted an amendment to the Transportation Improvement Program (TIP) specifying projects for the CRP. The following projects have been programmed and are currently under design:

Control Section Job: 0910-16-185 – Traffic Signal Detection Upgrades
This project includes the installation of conduit, wiring, and vehicle detection upgrades at intersections along N. Palace Avenue, Front Street (SH 31), and Glenwood Boulevard (US 69). These routes were identified as part of the Tyler Area's MPO Downtown Traffic Study for improving traffic signal coordination to improve alternate routes for motorists whose destination is not Downtown Tyler. By upgrading the vehicle detection systems, traffic signal coordination can be improved and assist in achieving the goals of the CRP by reducing transportation emissions. The estimated construction cost for this project is $956,073.04. The specific intersections included in this project are as follows:

- N Palace Avenue at W Bow Street
- N Palace Avenue at W Oakwood Street
- N Palace Avenue at W Erwin Street
- Palace Avenue at W Front Street
- W Front Street at S Vine Avenue
- W Front Street at S Bonner Avenue

- E Front Street at S Fannin Avenue
- E Front Street at S Beckham Avenue
- S Glenwood Blvd at W Front Street
- S Glenwood Blvd at W Erwin Street
- S Glenwood Blvd at W Houston S

Control Section Job: 0910-16-187 – Pedestrian Signal Installations
This project includes the installation of conduit (as needed), wiring, pedestrian signal heads, accessible pedestrian push buttons, and curb ramps (as needed). The locations included in the projects are existing signalized intersections which have no pedestrian signal infrastructure. This project will enhance mobility and safety for pedestrians and assisting in achieving the goals of the CRP by reducing transportation emissions. The estimated construction cost is $1,076,377.09. The specific intersections included in this project are as follows:

- Front Street and Beckham Avenue
- Glenwood Boulevard and Front Street
- 5th Street and Beckham Avenue
- S. Broadway Avenue and Loop 323
- Old Jacksonville Highway and Sunnybrook Drive

The CRP requires a 20% local match ("Local Government Participation"). Due to the locations of these projects qualified for the Transportation Development Credits (TDC), which will be used in lieu of the Local Government Participation. The TDC for CSJ 0910-16-185 and CSJ 0910-16-187 amount to $209,006.81 and $233,575.32 respectively. Should the City be required to contribute to this project, it will be funded through The Half-Cent Sales Tax Fund, but no contribution is required at this time.

Refer to Attachments for project locations, project budgets, and funding projects.

RECOMMENDATION:
It is requested that the City Council adopt a Resolution authorizing the City Manager, as the designated representative of the City of Tyler, to execute advanced funding agreements (AFA) with the Texas Department of Transportation for the Carbon Reduction Program (CRP) Projects.

ATTACHMENTS:
0910-16-187 Attachment A - Location Map
0910-16-185 Attachment B - Project Budget
0910-16-185 Attachment A - Location Map
0910-16-187 Attachment B - Project Budget
Resolution - Carbon Reduction Program

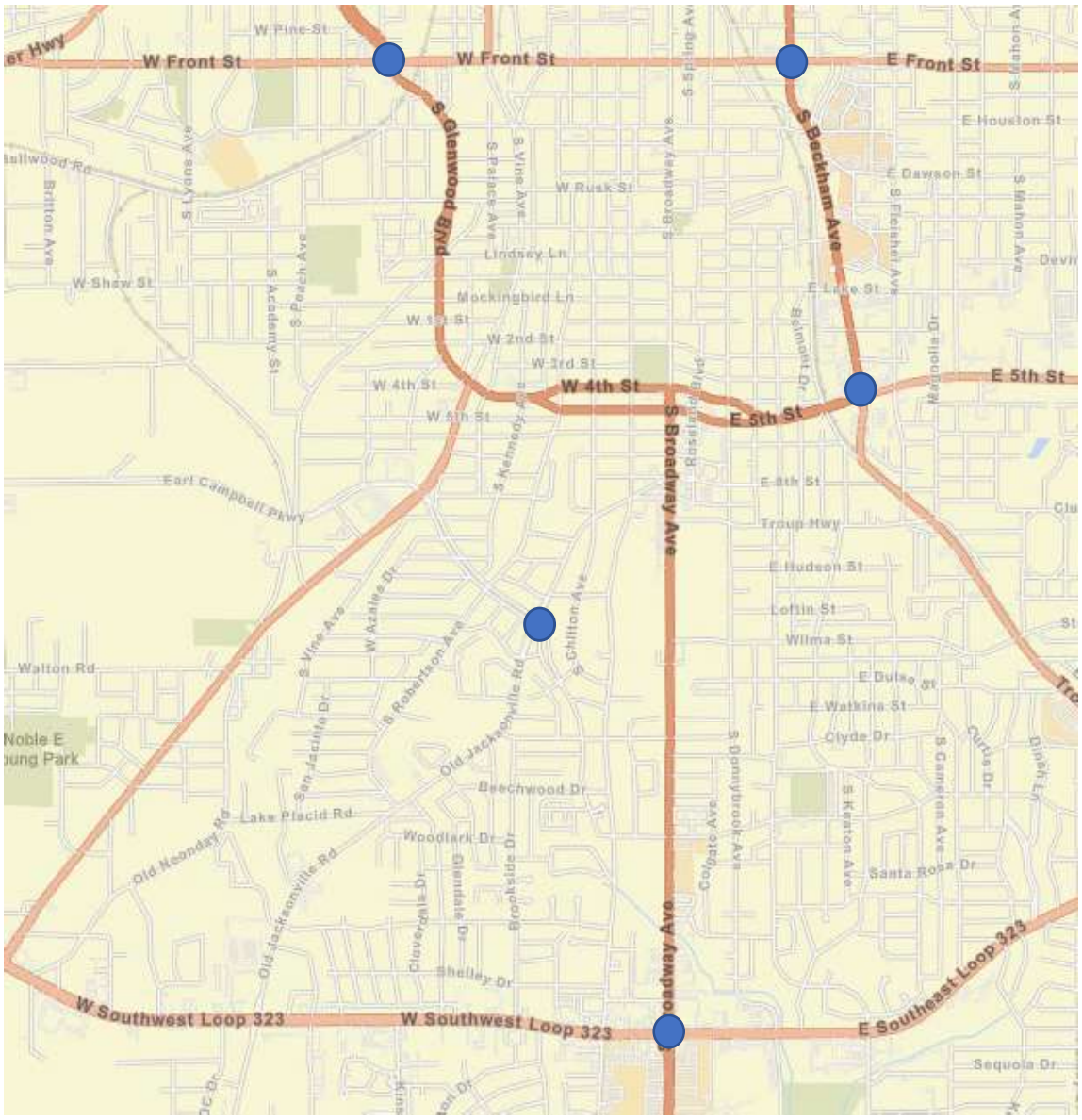
Drafted/Recommended By:
Department Leader

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

Edited/Submitted By:
City Manager

TxDOT:					Federal Highway Administration:	
CCSJ #	0910-16-187	AFA ID	Z00009053		CFDA No.	20.205
AFA CSJs	0910-16-187				CFDA Title	Highway Planning and Construction
District #	10	Code Chart 64#	43500			
Project Name	City of Tyler Pedestrian Upgrades				*AFA Not Used For Research & Development*	

ATTACHMENT A
LOCATION MAP SHOWING PROJECT



Front St. and Beckham Ave
Glenwood Blvd and Front St.
5th T. and Beckham Ave
S. Broadway Ave and Loop 323
Old Jacksonville Hwy and Sunnybrook Dr.

TxDOT:					Federal Highway Administration:	
CCSJ #	0910-16-185	AFA ID	Z00009018		CFDA No.	20.205
AFA CSJs	0910-16-185				CFDA Title	Highway Planning and Construction
District #	10	Code Chart 64#	43500			
Project Name	City of Tyler Signal Upgrades				*AFA Not Used For Research & Development*	

ATTACHMENT B
PROJECT BUDGET

Costs will be allocated based on 100% Federal funding and 0% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation TDC	
		%	Cost	%	Cost		Credit
Engineering (by State)	$45,077.28	100%	$45,077.28	0%	$0.00		9,015.46
Construction (by State)	$956,073.04	100%	$956,073.04	0%	$0.00		191,214.61
Subtotal	**$1,001,150.32**		**$1,001,150.32**		**$0.00**		**200,230.06**
Environmental Direct State Costs	$167.31	100%	$167.31	0%	$0.00		33.46
Right of Way Direct State Costs	$167.31	100%	$167.31	0%	$0.00		33.46
Engineering Direct State Costs	$167.31	100%	$167.31	0%	$0.00		33.46
Utility Direct State Costs	$167.31	100%	$167.31	0%	$0.00		33.46
Construction Direct State Costs	$43,214.50	100%	$43,214.50	0%	$0.00		8,642.90
Subtotal	**$43,883.74**	**$43,883.74**		**$0.00**		**8,776.75**	
Indirect State Cost	**$27,726.12**	**0%**	**$0.00**	**100%**	**$27,726.12**		**0.00**
TOTAL	**$1,072,760.19**	**$1,045,034.07**		**$27,726.12**		**209,006.81**	

Transportation Development Credits (TDC), in the amount of 209,006.81 will be used in lieu of the Local Government participation.

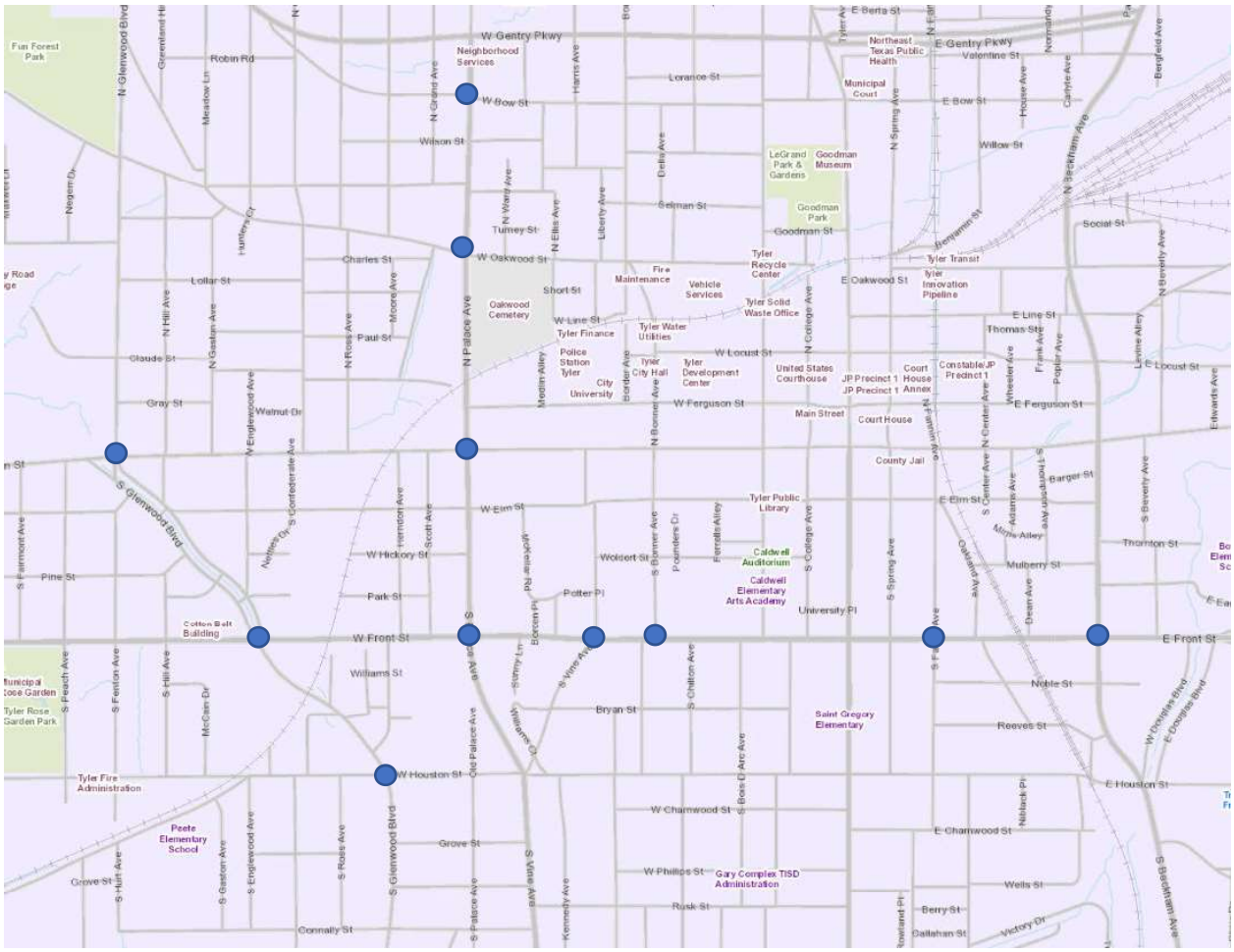
Total Reimbursable Costs = $1,045,034.07

Local Government Participation = $0.00

This is an estimate. The final amount of Local Government participation will be based on actual costs.

TxDOT:					Federal Highway Administration:	
CCSJ #	0910-16-185	AFA ID	Z00009018		CFDA No.	20.205
AFA CSJs	0910-16-185				CFDA Title	Highway Planning and Construction
District #	10	Code Chart 64#	43500			
Project Name	City of Tyler Signal Upgrades				*AFA Not Used For Research & Development*	

ATTACHMENT A
LOCATION MAP SHOWING PROJECT



N Palace Ave at W Bow St
N Palace Ave at W Oakwood St
N Palace Ave at W Erwin St
Palace Ave at W Front St
W Front St at S Vine Ave
W Front St at S Bonner Ave
E Front St at S Fannin Ave
E Front St at S Beckham Ave
S Glenwood Blvd at W Front St
S Glenwood Blvd at W Erwin St
S Glenwood Blve at W Houston St

TxDOT:					Federal Highway Administration:	
CCSJ #	0910-16-187	AFA ID	Z00009053		CFDA No.	20.205
AFA CSJs	0910-16-187				CFDA Title	Highway Planning and Construction
District #	10	Code Chart 64#	43500			
Project Name	City of Tyler Pedestrian Upgrades				*AFA Not Used For Research & Development*	

ATTACHMENT B
PROJECT BUDGET

Costs will be allocated based on 100% Federal funding and 0% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation TDC	
		%	Cost	%	Cost		Credit
Engineering (by State)	$45,977.09	100%	$45,977.09	0%	$0.00		9,195.42
Construction (by State)	$1,030,400.00	100%	$1,030,400.00	0%	$0.00		206,080.00
Subtotal	**$1,076,377.09**		**$1,076,377.09**		**$0.00**		**215,275.42**
Environmental Direct State Costs	$180.32	100%	$180.32	0%	$0.00		36.06
Right of Way Direct State Costs	$180.32	100%	$180.32	0%	$0.00		36.06
Engineering Direct State Costs	$180.32	100%	$180.32	0%	$0.00		36.06
Utility Direct State Costs	$180.32	100%	$180.32	0%	$0.00		36.06
Construction Direct State Costs	$90,778.24	100%	$90,778.24	0%	$0.00		18,155.65
Subtotal	**$91,499.52**	**$91,499.52**		**$0.00**		**18,299.90**	
Indirect State Cost	**$29,881.60**	**0%**	**$0.00**	**100%**	**$29,881.60**		**0.00**
TOTAL	**$1,197,758.21**	**$1,167,876.61**		**$29,881.60**		**233,575.32**	

Transportation Development Credits (TDC), in the amount of 233,575.32 will be used in lieu of the Local Government participation.

Total Reimbursable Costs = $1,167,876.61

Local Government Participation = $0.00

This is an estimate. The final amount of Local Government participation will be based on actual costs.

RESOLUTION NO. R-2024-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, AUTHORIZING THE CITY MANAGER, AS THE DESIGNATED REPRESENTATIVE OF THE CITY OF TYLER, TO EXECUTE ADVANCE FUNDING AGREEMENTS (AFA) c; AND ESTABLISHING AN EFFECTIVE DATE.

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

WHEREAS, the federal Carbon Reduction Program (CRP) is administered by the Texas Department of Transportation (the State) to support efforts to reduce carbon dioxide (CO2) emissions from the transportation sector in Texas; and

WHEREAS, the City of Tyler, hereinafter referred to as the Local Government, has identified traffic signal improvements located at N Palace Ave at W Bow St, N Palace Ave at W Oakwood St, N Palace Ave at W Erwin St, Palace Ave at W Front St, W Front St at S Vine Ave, W Front St at S Bonner Ave, E Front St at S Fannin Ave, E Front St at S Beckham Ave, S Glenwood Blvd at W Front St, S Glenwood Blvd at W Erwin St, and S Glenwood Blvd at W Houston St, State Control-Section-Job (CSJ) Number 0910-16-185; and

WHEREAS, the Local Government has identified pedestrian signal improvements located at Front St. and Beckham Ave, Glenwood Blvd and Front St., 5th St. and Beckham Ave, S. Broadway Ave and Loop 323, and Old Jacksonville Hwy and Sunnybrook Dr., State Control-Section-Job (CSJ) Number 0910-16-187; and

WHEREAS, projects to improve signal and pedestrian detection and operations are included in the currently approved program of projects as authorized by the Texas Transportation Commission Minute Order Number 116292. Dated August 20, 2022; and

WHEREAS, the estimated costs for these projects are funded 100% with federal Carbon Reduction Program funds with the use of $209,006.81 Transportation Development Credits (TDCs) for CSJ Number 0910-16-185 and $233,575.32 TDCs for CSJ Number 0910-16-187 as the City's participation in lieu of a local cash match; and

WHEREAS, the typical estimated local match fund participation requirement for federally-eligible items of work is waived in full for CSJ 0910-16-185 and CSJ 0910-16-187; and

WHEREAS, any non-eligible items of work will be paid by the Local Government; and

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

Part 1: That the Local Government approves the execution of Advance Funding Agreements (AFA) with the Texas Department of Transportation, and the City Manager of the City of Tyler, Texas, is authorized to execute the AFA on behalf of the Local Government.

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

PART 3: That the City Council hereby resolves and affirms to the Texas Department of Transportation that the City of Tyler has the legal authority to apply for the AFA, execute the proposed projects, and, if necessary, finance the proposed projects.

PART 4: That the City Council hereby resolves and affirms to the Texas Department of Transportation, the City of Tyler's intent to comply with all of the assurances outlined in the AFA and all laws, regulations, and circulars incorporated by reference in the AFA.

PART 5: That the City Manager is hereby authorized and directed to provide such additional information as may be required by the Texas Department of Transportation.

.

PART 6: That this Resolution shall take effect immediately upon its adoption.

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

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

A T T E S T:

_____
CASSANDRA BRAGER, CITY CLERK

APPROVED:

_____
DEBORAH G. PULLUM, CITY ATTORNEY

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number: R-3

Date: February 14, 2024

Subject: Request that the City Council consider adopting a Resolution authorizing eminent domain proceedings for the acquisition of an easement interest across the property owned by Steven A. Pickett and Elaine Hill Almand Pickett providing the necessity and public purpose for sanitary sewer system upgrades near Wynnwood Drive as part of the Consent Decree Program.

Page: Page 1 of

Item Reference: Tyler City Charter Section 1; Texas Property Code Chapter 21;

The City of Tyler has contracted with KSA Engineers, Inc. to inspect and assess creek crossings and provide condition rating, crossing type, and repair status as a part of the Consent Decree Program, followed by coordination with City staff to prioritize a work plan for creek crossing repairs.

In 2021, several of the assessed creek crossings were identified as needing to be rerouted in order to improve the condition and protect the asset in the future. On May 12, 2021, the City Council authorized the design of these creek crossing reroutes by KSA Engineers. In order to reroute this sanitary sewer line, an easement is required across the property owned by Steven A. Pickett and Elaine Hill Almand Pickett located at 3802 Wynnwood Drive. The property is more particularly described and depicted in Exhibit "A" and Exhibit "B", attached hereto. The acquisition of an easement interest across the property is necessary for the public purposes of the construction, operation, and maintenance of the sewer system in and around Wynnwood Drive.

Since April 2022, the Tyler Water Utilities Department, through a Right-of-Way agent, along with assistance from the City Attorney's Office, has attempted to negotiate with the property owners and, subsequently, the legal representative for the property owners. The property owners received the Landowners Bill of Rights in accordance with Texas Property Code Section 21.0112 and an initial good faith offer in the amount of $1,185.09 for the value of the easement interest and damages to the remainder, if any. The property owners rejected the initial offer. Therefore, the City sought an appraisal report from Real Estate Appraisal Services. Based upon the appraisal report, the City, pursuant to Section 21.0113 of the Texas Property Code, made a final good faith offer in the amount of $4,300.00 for the value of the easement interest and damages to the remainder, if any. The City and the property owners are unable to agree on the value of the easement interest and damages to the remainder, if any. As a result, the City has no recourse but to seek condemnation of the easement interest for the public purposes of the construction, operation, and maintenance of the sewer system in and around Wynnwood

Drive.

Therefore, the Staff is requesting City Council authorization to proceed with the condemnation of the necessary easement interest across the aforementioned property. The necessary resolution is attached for City Council review.

RECOMMENDATION:

It is recommended that the City Council consider adopting a Resolution authorizing eminent domain proceedings for the acquisition of an easement interest across the property owned by Steven A. Pickett and Elaine Hill Almand Pickett providing the necessity and public purpose for sanitary sewer system upgrades near Wynnwood Drive as part of the Consent Decree Program.

ATTACHMENTS:

Plat to Easement_COT (Pickett)
02.09.24_FINAL_legaledits_Resolution Sewer Project_COT (Pickett)
Exhibit C

Drafted/Recommended By:
Department Leader

Tiffany Currie, PE/Kate Dietz, PE

Edited/Submitted By:
City Manager

KL Kilgore & Company, Inc.
www.klkilgore.com

6712 Paluxy Drive
Tyler, Texas 75703
(903)581-7800
Fax (903)581-3756

• *Surveying*
• *Mapping*
• *Planning*

TBPLS FIRM NO. 10044500

Exhibit A
0.021 Acre Sanitary Sewer Easement

Being a 0.021 acre tract of land situated in the William Keys Survey, Abstract No. 526, City of Tyler, Smith County, Texas and being part of Lot 4, N.C.B. 1009-H of Southern Oaks Subdivision, Unit 2, according to a Final Plat thereof recorded in Cabinet A, Slide 224-C of the Plat Records of Smith County, Texas (P.R.S.C.T.), said 0.021 acre tract being more completely described as follows:

Beginning at a point at the Southwest corner of said Lot 4 and being on the East right-of-way line of Wynnwood Drive (60' wide right-of-way);

Thence North 21 degrees 34 minutes 43 seconds West, a distance of 41.37 feet along the West boundary line of said Lot 4 and said East right-of-way line to a point for corner;

Thence North 68 degrees 30 minutes 34 seconds East, a distance of 19.93 feet across said Lot 4 to a point for corner;

Thence South 36 degrees 23 minutes 37 seconds East, a distance of 34.87 feet continuing across said Lot 4 to a point on the South boundary line of same;

Thence South 53 degrees 36 minutes 23 seconds West, a distance of 29.84 feet along said South boundary line to the **place of beginning**, containing 0.021 of an acre of land more or less.

Bearing basis is the Texas State Plane Coordinate System, Grid North Central Zone NAD 83, (Feet) based on the 1993 adjustment of the NAD 83 System. The control monument is TJC1-Tyler, Leica Geosystems Smartnet of North America.

I, Kevin L. Kilgore, Registered Professional Land Surveyor No. 4687, Texas, do hereby certify that the above field note description was prepared from an actual on-the-ground survey made under my direction and supervision during the month of July 2021.

GIVEN UNDER MY HAND AND SEAL, This the 4th day of October 2021.



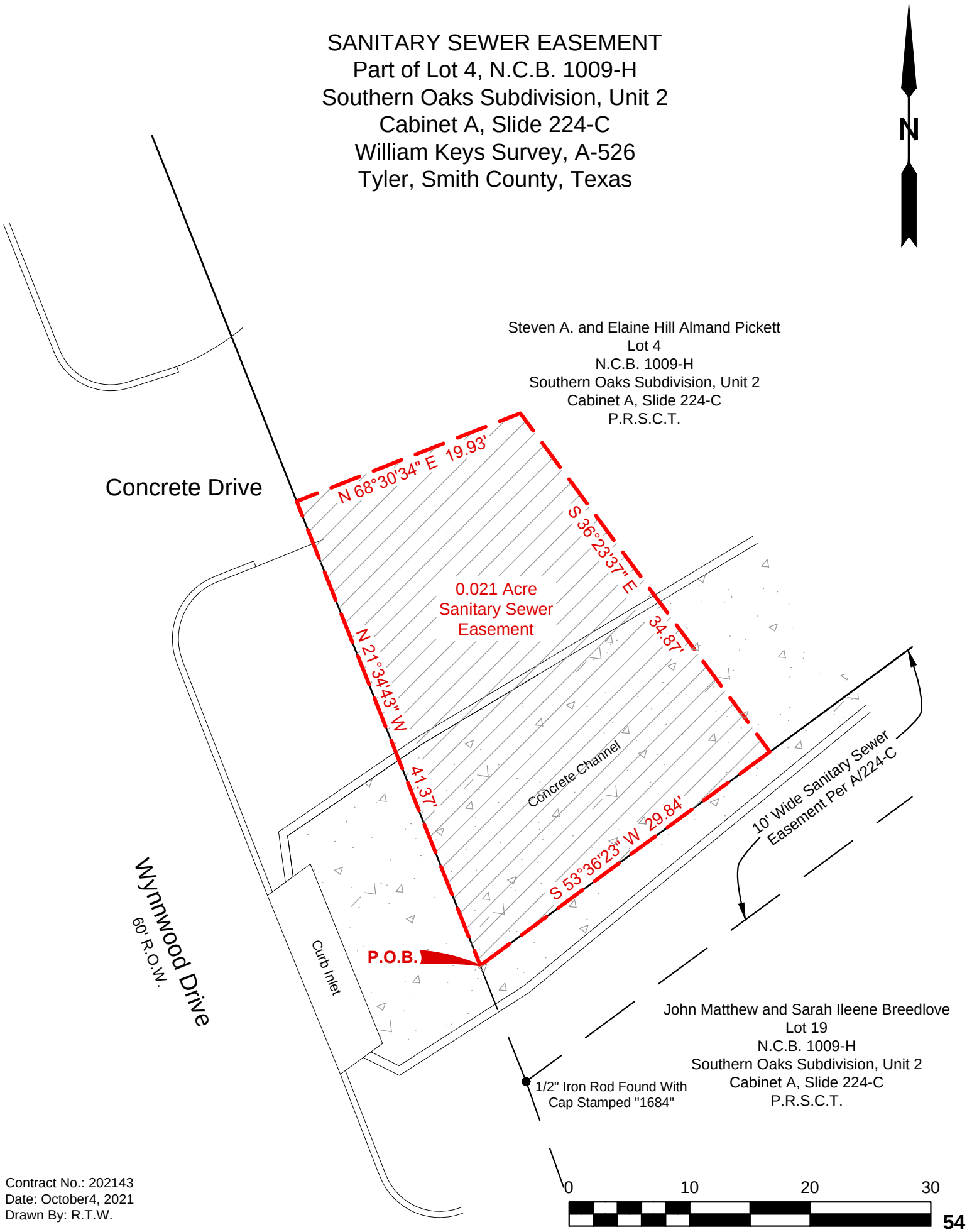
Kevin L. Kilgore, R.P.L.S. 4687



202143 Exhibit A Pickett sewer esmt fn(rev).docx

Exhibit "B"

SANITARY SEWER EASEMENT
Part of Lot 4, N.C.B. 1009-H
Southern Oaks Subdivision, Unit 2
Cabinet A, Slide 224-C
William Keys Survey, A-526
Tyler, Smith County, Texas



Contract No.: 202143
Date: October4, 2021
Drawn By: R.T.W.

RESOLUTION NO. R-2024-__

A RESOLUTION FINDING A NECESSITY FOR THE ACQUISITION OF CERTAIN LAND FOR SEWER SYSTEM UPGRADES; DECLARING SUCH ACQUISITION FOR A PUBLIC PURPOSE; AUTHORIZING CONDEMNATION FOR THE RIGHT-OF-WAY INTEREST IN SAID PROPERTY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, engineering studies heretofore conducted have determined that acquisition of the hereinafter described property is necessary for the public use of constructing, operating, and maintaining the sewer system located in and around Wynnwood Drive in Tyler, Texas, known as the Wynnwood Drive Sewer Project (the "Project"), to upgrade the current sewer system for the City of Tyler, Texas; and

WHEREAS, the City Council has found that a public necessity requires such land acquisition; and

WHEREAS, the City Council has found and determined that the easement interest in and to the hereinafter described property is suitable for such purpose and that it is necessary to acquire same for construction, operation, and maintenance of the sewer system on and around said property; and

WHEREAS, the City of Tyler, through its duly authorized representatives, has negotiated with the owners of such land and has been unable to agree with such owners as to the fair cash market value thereof;

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

PART 1: The City of Tyler has offered Steven A. Pickett and Elaine Hill Almand Pickett, landowners, a final offer in writing of $4,300.00, a reasonable sum of money to compensate for the value of the easement and damages, if any, to the remainder of this property, the offer of which is hereby confirmed.

PART 2: That acquisition of an easement interest in and to the following described property is hereby found to be necessary for the public use of constructing, operating, and maintaining the sewer system:

Being a 0.021 acre tract of land situated in the William Keys Survey, Abstract No. 526, City of Tyler, Smith County, Texas, and being part of Lot 4, N.C.B. 1009-H of Southern Oaks Subdivision, Unit 2, according to a Final Plat thereof recorded in Cabinet A, Slide 224-C of the Plat Records of Smith County, Texas, being more fully described in Exhibits A and B attached hereto and made a part hereof.

PART 3: That it is hereby determined that the City of Tyler has, in fact, transmitted bona fide offers to the property owners, in accordance with the laws of the State of Texas, for the property described herein, and the owners of the property and the City of Tyler have been unable to agree and cannot agree upon the value of the land or the damages, if any, to be paid and further settlement negotiations have become futile and impossible. A true and complete copy of the Right-of-Way Agreement offered by the City of Tyler as its last and final offer is

attached hereto as Exhibit "C". The final monetary offer of the City of Tyler is hereby confirmed and approved.

PART 4: That the City Attorney of the City of Tyler, or an attorney authorized by her, be and is hereby authorized and directed to file and cause to be filed against the owner, proceedings in eminent domain to acquire the easement interest in and to the above-described property and to conduct all parts of the condemnation in accordance with the laws and procedures of the State of Texas.

PART 5: That the first record vote taken by the Tyler City Council to approve this Resolution applies to all units of property to be condemned.

PART 6: That this Resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED this 14th day of February, AD. 2024.

DONALD P. WARREN, MAYOR

ATTEST:

CASSANDRA BRAGER, CITY CLERK

APPROVED:

DEBORAH G. PULLUM, CITY ATTORNEY

EXHIBIT "C"

Larry R. Dixon, CPL
Dixon Services, Inc.
Mailing address: P.O. Box 6602 Tyler, TX 75711
Physical address: 12559 CR 192 Tyler, TX 75703
903-579-9300 (office) 903-579-9399 (fax)

September 18, 2023

CM RRR: 7022 1670 0001 2103 4428
and USPS Tracking Number:
9590 9402 7343 2028 1376 75

Mr. and Mr. Steven A. Pickett
3802 Wynnewood Drive
Tyler, Texas 75701

Re: FINAL OFFER LETTER
Wynnewood Dr. Sewer Project Part of Lot 4 in Block No. 1009-H in the City of Tyler and part of the Wm. Keys Survey, A-526, Smith County, Texas

Dear Mr. and Ms. Pickett:

Dixon Services, Inc. is an independent land service company currently working for The City of Tyler, who is making upgrades to the sewer system located in and around Wynnewood Drive in Tyler. A portion of the project will be routed across your property referenced above. In the initial offer letter from a representative of Dixon Services, Inc. to you dated August 7, 2023, you were advised that the City of Tyler, Texas is seeking to acquire an easement covering a portion of your property needed for this project. This easement will serve the general public. The City of Tyler is seeking to acquire a Right of Way Agreement covering a 0.021 acre easement area which is further described and shown in Exhibits “A” and “B” of the enclosed Right of Way Agreement.

The City of Tyler, Texas is duly authorized to do business in this state as a municipality. As part of the disclosures required by the Texas Legislature and state law, we are required to disclose that the City of Tyler’s project is affected with a public interest and is subject to the jurisdiction, control and regulation of the laws of the State of Texas. By virtue of the Texas Local Government Code Section 251.001 et seq. and other laws, the City of Tyler, Texas is vested with and has the right of eminent domain for the purposes of acquiring property and easements and rights of way for the construction, operation and maintenance of roadways and public facilities. The City of Tyler, Texas has determined that it is in the public interest to acquire this Right of Way Agreement for a public use which is necessary for the construction, operation and maintenance of the sewer system in and around Wynnewood Drive, including the easement across your property, more particularly described in the Right of Way Agreement attached hereto. A brochure prepared by the State of Texas Attorney General’s office describing landowner rights with respect

to the City of Tyler's status as a municipality is required by law to be given to you and is enclosed.

Dixon Services, Inc., an independent land service company and as a duly authorized representative of the City of Tyler, has attempted to reach an agreement with you regarding the acquisition of a 0.021 acre easement located on the above stated property owned by you in Smith County, Texas, which is more fully described in the enclosed Right of Way Agreement. As of today, the efforts to obtain the necessary easement across the above-referenced tract of land to which you have title have been to no avail and further attempts to negotiate the purchase of same appears to be futile. Therefore, pursuant to Section 21.0113 of the Texas Property Code, the City of Tyler, Texas makes this its final offer to you for acquisition of the easement.

We have enclosed with this letter a copy of the City of Tyler's proposed Right of Way Agreement which identifies the easement area in more detail. We have also obtained an appraisal dated November 21, 2022 from Real Estate Appraisal Services in Tyler, Texas. A copy of the appraisal is enclosed for your review. The recommended compensation, including damages to the remainder, totals $4,300.00 and we make a final offer to you in that amount to acquire the easement as specified. If you have a recent appraisal, we respectfully request that you make a copy available to us. You have the right to discuss any offer or agreement regarding the City of Tyler's acquisition of the easement with others or keep the offer or agreement confidential, unless the offer or agreement is subject to Chapter 552, Government Code. If your property is subject to a mortgage and/or Deed of Trust we will need to secure a ratification or subordination agreement covering the said Right of Way Agreement.

This final offer will be considered rejected if the attached proposed Right of Way Agreement has not been executed by you and returned to this office by 5:00 o'clock p.m., fourteen (14) days from the date of your receipt of this correspondence and enclosures. It is the City of Tyler's sincere desire to avoid eminent domain proceedings and we look forward to an amicable resolution of this matter. However, if an agreement is not reached regarding the purchase of this property and easement area across the above-described tract of land within the fourteen (14) day period specified above, the City of Tyler will be left no option.

Thank you for your consideration.

Sincerely,



Larry R. Dixon

LRD/enc.

RIGHT-OF-WAY AGREEMENT

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SMITH §

That, **Steve A. Pickett and Elaine Hill Almand Pickett,** herein called GRANTOR, for and in consideration of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration in hand paid, receipt and sufficiency of which is hereby confessed and acknowledged, does hereby grant, bargain, sell and convey unto the **CITY OF TYLER, TEXAS**, whose address is 212 N. Bonner, Tyler, Texas 75702, herein called GRANTEE, and its successors and assigns, a permanent right of way and easement for the purposes of laying, constructing, maintaining, operating, altering, repairing, replacing, changing the size of**,** and removing one (1) pipeline with all necessary and convenient valves, connections, fittings and appurtenances for the transportation of water, and/or sanitary sewer, on, over, under through and across a strip of land described and shown in Exhibits "A" and "B" attached hereto and made a part hereof, and being part of that certain property described as follows, to wit:

Lot No. 4, N.C.B. 1009-H of Southern Oaks Subdivision, Unit No. 2, in the William Keys Survey, Abstract No. 526, City of Tyler, Smith County, Texas according to a final plat thereof recorded in Cabinet A, Slide 224-C of the Plat Records of Smith County, Texas.

TO HAVE AND TO HOLD unto said CITY OF TYLER, TEXAS, its successors and assigns, for the purposes granted herein, in whole or in part, at the will of Grantee, for as long as said pipeline is operated and maintained by Grantee, its successors and/or assigns.

This Right of Way Agreement is made subject to the following terms and conditions:

(1) Grantee, its successors and assigns, shall have the rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting the same to, the free right of ingress and egress over and across said lands to and from said right of way and easement and the free right of ingress and egress over and across adjacent lands owned by Grantor for the purposes of entering or leaving said tract.

(2) Grantee, its successors and assigns, is hereby expressly given and granted the right to assign this right of way and easement, or any part thereof, or interest therein, and the same shall be divided among two or more owners, as to any right or rights created hereunder, so that each assignee or owner shall have the full rights and privileges herein granted, to be owned and enjoyed either in common or severally.

(3) Grantor, its heirs, successors or assigns may continue to use the surface of the easement strip conveyed hereby for all agricultural purposes, pasturage or other purposes for which the land was used prior to the construction of the water/sewer pipeline provided for herein; provided, however, Grantor shall not construct or permit to be constructed any houses, structures, lakes, ponds, dams or other obstructions within the bounds of the easement strip, except for fences, which would interfere with Grantee's exercise of the rights hereby conveyed and the safe operation of its pipeline. It is understood that brick, stone or masonry walls shall not be used in the construction of fences, except at points of driveway entrances or exits to the property.

(4) Grantee will install proper bracing for crossing of all fences, leaving said bracing after construction, and install locked gates or repair the fence to as near its condition as when crossed by the pipeline as is reasonably practical. If there are gates or roadways now existing along the pipeline route

Grantor grants to Grantee permission to use such existing gates and roadways in the exercise of all rights conferred herein, damages and/or repairs to the facilities to be promptly addressed.

(5) Grantee shall have the right from time to time to cut and keep clear all trees, undergrowth and other obstructions on said right of way and easement that may injure, endanger or interfere with the use, operation and maintenance of said pipeline or appurtenances to said pipeline.

(6) Grantee shall pay for any damages to crops, fences, timber, pasture, grasses, terraces and waterways which may arise from laying, constructing, maintaining, operating, altering, repairing, replacing, removing or changing the size of said pipeline. Grantee shall promptly backfill any excavation required during maintenance, operation, alteration, repair, replacement, size change, and removal so that the surface of the land shall be in the same or better condition as existed prior to said excavation. Grantee shall not be required to pay for damages resulting from keeping clear the right of way and easement strip, which may include the removal of trees (see clause 6).

(7) It is further understood and agreed that the consideration recited above and receipt of which has been acknowledged by GRANTOR, is also full, complete and final payment for any and all injuries and damages of whatsoever nature and character to land, crops, timber, fences and improvements on, over and across the premises and for the enjoyment and use by GRANTEE of its rights hereunder and GRANTOR hereby covenants that any and all claims that they have or may have because of the GRANTEE'S initial construction operations upon said right-of-way and within the permenant easement area described and shown in Exhibits "A & B" attached hereto have been paid and satisfied in full.

(8) This instrument may be executed in counterparts and each Grantor shall receive payment hereunder in such proportion as his respective interest bears to the entire fee simple title.

(9) The undersigned hereby acknowledges receipt of Form ERW 4-0 (1997) promulgated by the Texas Real Estate Commission for mandatory use by registered easement or right-of-way agents.

(10) This right of way and easement grant as originally written covers all of the agreements and stipulations between the parties and no representations or statements verbal or written have been made, modifying, adding to, or changing the terms of said original Right of Way Agreement.

This instrument and the covenants and agreements herein contained shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the parties hereto.

IN TESTIMONY WHEREOF the Grantors herein have executed this conveyance this _____ day of _____, 2023.

_____ _____

Steven A. Pickett Elaine Hill Almand Pickett

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF SMITH §

This instrument was acknowledged before me this _____ day of _____, 2023, by Steven A. Pickett and Elaine Hill Almand Pickett.

.

_____

Notary Public in and for the State of Texas

KL Kilgore & Company, Inc.
www.klkilgore.com

6712 Paluxy Drive
Tyler, Texas 75703
(903)581-7800
Fax (903)581-3756

• Surveying
• Mapping
• Planning

TBPLS FIRM NO. 10044500

Exhibit A
0.021 Acre Sanitary Sewer Easement

Being a 0.021 acre tract of land situated in the William Keys Survey, Abstract No. 526, City of Tyler, Smith County, Texas and being part of Lot 4, N.C.B. 1009-H of Southern Oaks Subdivision, Unit 2, according to a Final Plat thereof recorded in Cabinet A, Slide 224-C of the Plat Records of Smith County, Texas (P.R.S.C.T.), said 0.021 acre tract being more completely described as follows:

Beginning at a point at the Southwest corner of said Lot 4 and being on the East right-of-way line of Wynnwood Drive (60' wide right-of-way);

Thence North 21 degrees 34 minutes 43 seconds West, a distance of 41.37 feet along the West boundary line of said Lot 4 and said East right-of-way line to a point for corner;

Thence North 68 degrees 30 minutes 34 seconds East, a distance of 19.93 feet across said Lot 4 to a point for corner;

Thence South 36 degrees 23 minutes 37 seconds East, a distance of 34.87 feet continuing across said Lot 4 to a point on the South boundary line of same;

Thence South 53 degrees 36 minutes 23 seconds West, a distance of 29.84 feet along said South boundary line to the **place of beginning**, containing 0.021 of an acre of land more or less.

Bearing basis is the Texas State Plane Coordinate System, Grid North Central Zone NAD 83, (Feet) based on the 1993 adjustment of the NAD 83 System. The control monument is TJC1-Tyler, Leica Geosystems Smartnet of North America.

I, Kevin L. Kilgore, Registered Professional Land Surveyor No. 4687, Texas, do hereby certify that the above field note description was prepared from an actual on-the-ground survey made under my direction and supervision during the month of July 2021.

GIVEN UNDER MY HAND AND SEAL, This the 4th day of October 2021.



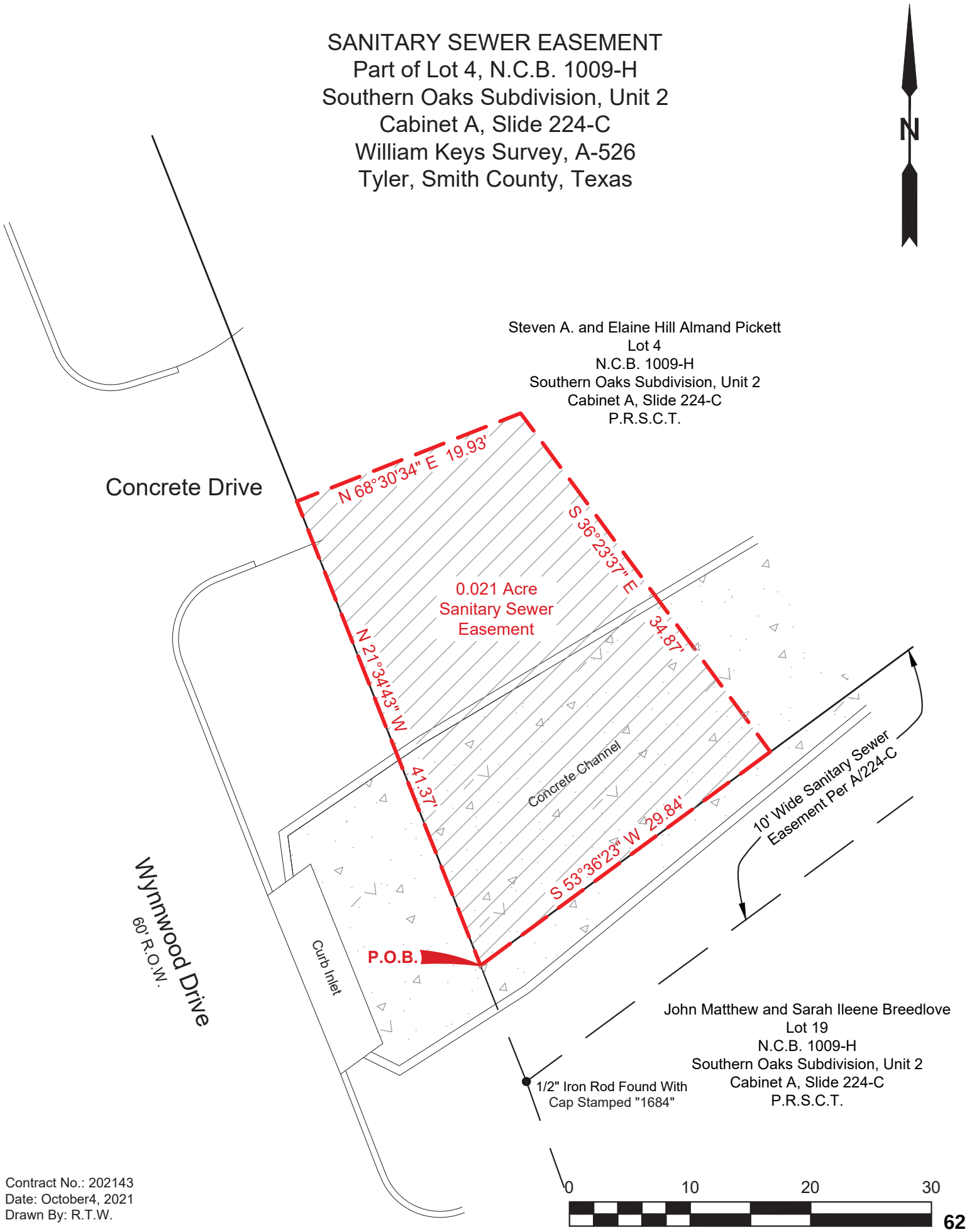
Kevin L. Kilgore, R.P.L.S. 4687



202143 Exhibit A Pickett sewer esmt fn(rev).docx

Exhibit "B"

SANITARY SEWER EASEMENT
Part of Lot 4, N.C.B. 1009-H
Southern Oaks Subdivision, Unit 2
Cabinet A, Slide 224-C
William Keys Survey, A-526
Tyler, Smith County, Texas



Contract No.: 202143
Date: October4, 2021
Drawn By: R.T.W.

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number: O-1

Date: February 14, 2024

Subject: Request that the City Council consider adoption of an Ordinance amending Tyler City Code Chapter 3, Civil Service Classification Plan by amending the Civil Service Classification Plan and number of authorized Civil Service positions for Fiscal Year 2023-2024.

Page: Page 1 of

Item Reference: Texas Local Government Code Section 143.021; Tyler City Code Chapter 3

AMENDMENT OF CIVIL SERVICE CLASSIFICATION PLAN TO ESTABLISH THE NUMBER OF AUTHORIZED POLICE AND FIRE CIVIL SERVICE POSITIONS FOR FISCAL YEAR 2023-2024

The attached Ordinance has been prepared for the City Council to consider formal approval of amendments to the Civil Service Classification Plan and the number of authorized Civil Service positions for the Tyler Fire Department and Tyler Police Department in accordance with Chapter 143 of the Texas Local Government Code included in this year's current budget (Fiscal Year 2023-2024).

The Civil Service Classifications were last updated on January 24, 2024.

This ordinance reflects changes made to the positions in the Tyler Fire Department, which includes the addition of one Fire Senior Captain and the deletion of one Fire Captain for the Fiscal Year of 2023-2024. No changes to the Tyler Police Department positions are being made at this time.

Texas Local Government Code Section 143.021(a) provides that the Civil Service Commission shall provide the classification of all fire fighters and police officers, and that the municipality's governing body shall establish the classifications by ordinance. The governing body by ordinance shall prescribe the number of positions in each classification.

RECOMMENDATION:

Request that the City Council consider adoption of an Ordinance amending Tyler City Code Chapter 3, Civil Service Classification Plan by amending the Civil Service Classification Plan and number of authorized Civil Service positions for Fiscal Year 2023-2024.

ATTACHMENTS:

2024 Fire Civil Svc Classification Ordinance Change

Drafted/Recommended By:
Department Leader

David L. Coble, Fire Chief

Edited/Submitted By:
City Manager

ORDINANCE NO. O-2024-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, AMENDING CHAPTER 3 OF THE CODE OF ORDINANCES OF THE CITY OF TYLER, TEXAS, "PERSONNEL/CIVIL SERVICE/TMRS", ARTICLE III., "CIVIL SERVICE FOR FIREFIGHTERS AND POLICE OFFICERS", DIVISION 2, "CLASSIFICATION PLAN", BY AMENDING THE CIVIL SERVICE CLASSIFICATION PLAN AND NUMBER OF AUTHORIZED CIVIL SERVICE POSITIONS FOR FISCAL YEAR 2023-2024; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS Chapter 143 of the Texas Local Government Code requires the City Council to approve a Fire and Police Civil Service employee classification plan and authorize the number of Civil Service employees for each position on an annual basis; and

WHEREAS the number and classification of authorized Civil Service positions can only be changed by City ordinance.

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

PART 1: That Tyler City Code Chapter 3, "Personnel/Civil Service/TMRS", Article III., "Civil Service for Firefighters and Police Officers", Division 2, "Classification Plan", is hereby amended by amending Section 3-43 to read as follows, with no other changes to the Civil Service Classifications:

Sec. 3-43. Classification plan adopted.
The following is adopted as the classification plan for Tyler Civil Service employees.

Police Department Classifications	FY 2020-2021 # of Positions	FY 2021-2022 # of Positions	FY 2022-2023 # of Positions	FY 2023-2024 # of Positions	(updated) FY 2023-2024 # of Positions
Assistant Police Chief I, II, III, IV	3	3	3	3	3
Police Lieutenant I, II, III, IV	8	8	8	8	8
Police Sergeant I, II, III, IV	27	27	27	27	28
Police Officer - Recruit I/II/III/IV/V/VI/VII/VIII/IX/X/XI /XII/XIII/XIV	161	163	163	163	162

Fire Department Classifications	FY 2021-2022 # of Positions	FY 2022-2023 # of Positions	FY 2022-2023 # of Positions	FY 2023-2024 # of Positions	**FY 2023-2024 # of Positions**
Assistant Fire Chief I/II/III, IV	2	2	**2**	**2**	**2**
Fire Battalion Chief I/II/III/IV	7	7	**7**	**7**	**7**
Fire Senior Captain	14	14	14	16	**17**
Fire Captain - I/II/III/IV	26	26	26	27	**26**
Fire Driver/Engineer - I/II/III/IV	40	40	40	43	**43**
Firefighter - Recruit I/II/III/IV/V/VI/VII/VIII/IX/X/XI	71	73	79	73	**73**
TOTALS	**160** *Two additional Fire Fighters added	**162** *Two Fire Recruits added	**168** *Six Fire Recruits added (SAFER)	**168** *Six Fire Recruits converted to Promoted Positions for Sta. 10	**168** *** One Senior Captain added; one Captain removed**

The number and base salary of positions allocated to each classification shall be as set by the City Council in each new fiscal year budget, and classification ordinance. *

The position of Fire Marshal is a non-civil service position. Nothing herein shall be construed to create the Civil Service position of Fire Marshal. (Ord. O-97-43; 9/4/97) (Ord. No. O-99-21, 3/3/99) (Ord. No. O-99-29, 4/7/99) (Ord. No. O-99-42, 6/16/99) (O-99-68, 9/1/99) (Ord. O-2000-13, 3/15/00) (Ord. O-2000-63, 9/6/00) (Ord. O-2000-80, 10/18/00) (Ord. O-2000-99, 12/20/2000) (Ord. O-2001-10, 3/7/2001) (Ord. O-2001-10, 3/7/2001) (Ord. O-2001-16, 4/25/2001) (Ord. O-2001-42, 9/5/2001) (Ord. O-2001-48, 10/17/01) (Ord. O-2002-5, 2/6/02) (Ord. O-2002-12, 4/3/02) (Ord O-2002-39, 9/11/02))Ord O-2003-2, 1/8/03) (Ord. O-2003-21, 5/28/03) (O-2003-56, 11-12-03) (O-2006-10, 1/11/06) (Ord. O-2007-13, 2/14/07) (Ord. O-2007-140, 11/28/07) (O-2008-9, 1/9/08) (Ord. O-2008-46, 4/9/08) (Ord. O-2008-129, 9/24/08) (Ord. O-2008-153, 12/10/08) (Ord. O-2009-106, 10/14/2009)(Ord. O-2010-101, 10/13/10) (Ord. No. O-2011-90, 10/26/11) (Ord. O-2012-27, 3/28/12) (Ord. No. O-2013-98, 10/23/13) (Ord. No. O-2015-34; 3/25/15) (Ord. No. O-2015-103; 11/11/15) (Ord. No. O-2016-92, 09/28/16) (Ord. No. O-2017-107; 11/8/17) (Ord. No. O-2018-35; 4/11/18) (Ord. No. O-2019-15; 2/13/19) (Ord. No. O-2020-34; 3/25/20) (Ord. No. O-2021-18; 02/24/21 (Ord. No. O-2021-110; 12/08/2021) (Ord. No. O-2022-94; 10/12/22) (Ord. No. O-2023-34; 5/10/23) (Ord. No. O-2023-93; 9/27/23) (Ord. No. O-2024-__; 1/24/24) (Ord. No. O-2024- ; 2/14/24)

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

PART 3: This ordinance shall take effect immediately upon its adoption.

PASSED AND APPROVED this the 14th day of February, A.D., 2024.

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

A T T E S T:

APPROVED:

CASSANDRA BRAGER, CITY CLERK

DEBORAH G. PULLUM,
CITY ATTORNEY

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number: M-1

Date: February 14, 2024

Subject: Request that the City Council consider authorizing the City Manager to execute a construction contract in the amount of $795,208.20, with A.E. Shull & Company, for the Earl Campbell Gravity Sewer Main project and adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt.

Item Reference:

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 wastewater collection system includes the City's lift stations and force mains. The Earl Campbell Gravity Sewer Main project will decommission and demolish the existing Earl Campbell Lift Station and its appurtenances. The lift station will be replaced with a new gravity sewer line that will require constructing approximately 4,000 linear feet of 8-inch diameter gravity sewer main in private utility easements to convey wastewater to an existing gravity sewer line. Conveying the sanitary sewer by gravity instead of using a lift station will significantly reduce city maintenance and operations costs. This project will be bond-funded.

The Earl Campbell Gravity Sewer Main project was publicly advertised, and bids were opened on January 23, 2024. The following bids were received:

Contractor: Total Bid
1. A.E. Shull & Company: $795,208.20
2. Reynolds & Kay, LTD: $928,075.00
3. Capps-Capco Construction, Inc.: $1,085,650.00
4. Moore Construction Services, LLC: $1,152,257.00
5. C&A Construction, LLC: $1,179,399.26
6. JDR Contracting, Inc.: $1,283,803.00
7. J2 Construction Services, LLC: $1,293,152.10
8. John Wright Construction, Inc.: $1,438,697.00

The engineer and staff have reviewed the bids and recommend that the Construction Contract, in the amount of $795,208.20, be awarded to the low bidder, A.E. Shull & Company of Tyler, Texas.

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to execute a construction contract in the amount of $795,208.20, with A.E. Shull & Company, for the Earl Campbell Gravity Sewer Main project and adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt.

ATTACHMENTS:

Bid Tabulation
Award Consideration Letter
Earl Campbell Gravity Sewer Main Resolution

Drafted/Recommended By:
Department Leader

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

Edited/Submitted By:
City Manager

BID TABULATION

City of Tyler
Earl Campbell Gravity Sewer Main
KSA Project No. 102063 (23-055)
Bid Date: January 23, 2023

BID ITEM	DESCRIPTION	UNIT	QTY	01 A.E. Shull & Company 5750 Reed Road Tyler, TX 75707 903.561.5061 UNIT PRICE	01 TOTAL PRICE	02 Reynolds & Kay, LTD PO Box 88 Tyler, TX 75710 903.592.0835 UNIT PRICE	02 TOTAL PRICE
BASE BID							
1.01	Mobilization, Insurance,and Bonds	LS	1	$75,000.00	$75,000.00	$75,000.00	$75,000.00
1.02	Barricades, Signs, and Traffic Handling	LS	1	$10,000.00	$10,000.00	$10,000.00	$10,000.00
1.03	Care of Water During Construction	LS	1	$1,000.00	$1,000.00	$20,000.00	$20,000.00
1.04	Storm Water Pollution Prevention	LS	1	$6,000.00	$6,000.00	$1,200.00	$1,200.00
1.05	Temporary Plugs and Bypass Pumping	LS	1	$5,000.00	$5,000.00	$20,000.00	$20,000.00
1.06	Gravity Sewer Line and Manhole Testing	LS	1	$4,000.00	$4,000.00	$18,000.00	$18,000.00
1.07	Post-Construction CCTV Inspection	LF	3,906	$1.95	$7,616.70	$3.00	$11,718.00
1.08	Demolish Existing Lift Stations and Appurtenances	LS	1	$15,000.00	$15,000.00	$20,000.00	$20,000.00
1.09	Remove Concrete Driveway Apron with Tapered Curb	SY	70	$42.00	$2,940.00	$110.00	$7,700.00
1.10	Cut and Plug Existing Force Main	EA	2	$150.00	$300.00	$700.00	$1,400.00
1.11	Cut and Plug Existing Gravity Sewer Line	EA	7	$300.00	$2,100.00	$1,700.00	$11,900.00
1.12	Remove and Dispose of Existing 6-in Gravity Sewer Line	LF	64	$29.00	$1,856.00	$85.00	$5,440.00
1.13	Fulll Existing 3-in Force Main with Flowable Fill	LF	1,950	$1.00	$1,950.00	$5.00	$9,750.00
1.14	Fill Existing 8-in Gravity Sewer Line with Flowable Fill	LF	105	$13.00	$1,365.00	$70.00	$7,350.00
1.15	6-in SDR 26 PVC Gravity Sewer Line	LF	20	$57.00	$1,140.00	$170.00	$3,400.00
1.16	8-in SDR 26 PVC Gravity Sewer Line	LF	3,926	$63.75	$250,282.50	$60.00	$235,560.00
1.17	10-in SDR 26 PVC Gravity Sewer Line	LF	10	$200.00	$2,000.00	$200.00	$2,000.00
1.18	14-in Steel Encasement with Pipe Supports by Open Cut	LF	385	$195.00	$75,075.00	$275.00	$105,875.00
1.19	Type R Modified Rock Rip-Rap	CY	167	$295.00	$49,265.00	$290.00	$48,430.00
1.20	48-in Diameter Manhole	EA	9	$4,300.00	$38,700.00	$4,700.00	$42,300.00
1.21	Remove and Replace 48-in Diameter Manhole	EA	4	$4,900.00	$19,600.00	$9,500.00	$38,000.00
1.22	Abandon Existing Sanitary Sewer Manhole	EA	4	$1,000.00	$4,000.00	$1,800.00	$7,200.00
1.23	Connect to Existing Sanitary Sewer Line	EA	5	$750.00	$3,750.00	$1,900.00	$9,500.00
1.24	Sawcut and Repair Concrete Pavement	SY	111	$196.00	$21,756.00	$220.00	$24,420.00
1.25	Ssawcut and Repair Concrete Sidewalk	SY	16	$115.00	$1,840.00	$100.00	$1,600.00
1.26	Sawcut and Repair Concrete Curb	LF	30	$63.00	$1,890.00	$80.00	$2,400.00
1.27	Construct Concrete Pavement	SY	5	$196.00	$980.00	$200.00	$1,000.00
1.28	Construct Concrete Sidewalk	SY	16	$115.00	$1,840.00	$170.00	$2,720.00
1.29	Construct Concrete Curb	LF	28	$63.00	$1,764.00	$125.00	$3,500.00
1.30	Hydromulch	AC	4.70	$3,750.00	$17,625.00	$3,600.00	$16,920.00
1.31	Clearing and Grubbing	AC	4.10	$11,000.00	$45,100.00	$12,000.00	$49,200.00
1.32	Foundation Material for Trench	CY	263	$95.00	$24,985.00	$60.00	$15,780.00
1.33	Erosion Control Fabric	SY	440	$1.25	$550.00	$2.50	$1,100.00
1.34	Filter Fabric Fence	LF	910	$10.00	$9,100.00	$2.00	$1,820.00
1.35	Excavation Safety	LS	1	$3,000.00	$3,000.00	$13,000.00	$13,000.00
1.36	Trench Safety	LF	3,946	$3.00	$11,838.00	$2.00	$7,892.00
1.37	Miscellaneous Allowance	AL	1	$75,000.00	$75,000.00	$75,000.00	$75,000.00
TOTAL BID AMOUNT					**$795,208.20**		**$928,075.00**

Compiled by:
KSA
TBPE Firm Registration No. F-1356

Whitney Rivers
Whitney Rivers, P.E.
Project Manager

*Error noted by KSA

BID TABULATION

City of Tyler
Earl Campbell Gravity Sewer Main
KSA Project No. 102063 (23-055)
Bid Date: January 23, 2023

BID ITEM	DESCRIPTION	UNIT	QTY	03 Capps-Capco Construction, Inc. 13044 CR192 Tyler, TX 75703 903.561.6657 UNIT PRICE	03 TOTAL PRICE	04 Moore Construction Services, LLC, dba Morton Construction Company 101 FM 22 East Jacksonville, TX 75766 903.586.4867 UNIT PRICE	04 TOTAL PRICE
BASE BID							
1.01	Mobilization, Insurance,and Bonds	LS	1	$85,000.00	$85,000.00	$75,000.00	$75,000.00
1.02	Barricades, Signs, and Traffic Handling	LS	1	$6,500.00	$6,500.00	$25,000.00	$25,000.00
1.03	Care of Water During Construction	LS	1	$4,500.00	$4,500.00	$15,000.00	$15,000.00
1.04	Storm Water Pollution Prevention	LS	1	$5,575.00	$5,575.00	$2,500.00	$2,500.00
1.05	Temporary Plugs and Bypass Pumping	LS	1	$8,500.00	$8,500.00	$45,000.00	$45,000.00
1.06	Gravity Sewer Line and Manhole Testing	LS	1	$5,200.00	$5,200.00	$16,000.00	$16,000.00
1.07	Post-Construction CCTV Inspection	LF	3,906	$10.00	$39,060.00	$2.00	$7,812.00
1.08	Demolish Existing Lift Stations and Appurtenances	LS	1	$12,575.00	$12,575.00	$38,500.00	$38,500.00
1.09	Remove Concrete Driveway Apron with Tapered Curb	SY	70	$30.00	$2,100.00	$100.00	$7,000.00
1.10	Cut and Plug Existing Force Main	EA	2	$400.00	$800.00	$3,000.00	$6,000.00
1.11	Cut and Plug Existing Gravity Sewer Line	EA	7	$600.00	$4,200.00	$2,500.00	$17,500.00
1.12	Remove and Dispose of Existing 6-in Gravity Sewer Line	LF	64	$25.00	$1,600.00	$30.00	$1,920.00
1.13	Fulll Existing 3-in Force Main with Flowable Fill	LF	1,950	$8.00	$15,600.00	$12.00	$23,400.00
1.14	Fill Existing 8-in Gravity Sewer Line with Flowable Fill	LF	105	$20.00	$2,100.00	$60.00	$6,300.00
1.15	6-in SDR 26 PVC Gravity Sewer Line	LF	20	$55.00	$1,100.00	$60.00	$1,200.00
1.16	8-in SDR 26 PVC Gravity Sewer Line	LF	3,926	$75.00	$294,450.00	$80.00	$314,080.00
1.17	10-in SDR 26 PVC Gravity Sewer Line	LF	10	$125.00	$1,250.00	$70.00	$700.00
1.18	14-in Steel Encasement with Pipe Supports by Open Cut	LF	385	$250.00	$96,250.00	$280.00	$107,800.00
1.19	Type R Modified Rock Rip-Rap	CY	167	$185.00	$30,895.00	$450.00	$75,150.00
1.20	48-in Diameter Manhole	EA	9	$6,450.00	$58,050.00	$6,000.00	$54,000.00
1.21	Remove and Replace 48-in Diameter Manhole	EA	4	$8,500.00	$34,000.00	$13,000.00	$52,000.00
1.22	Abandon Existing Sanitary Sewer Manhole	EA	4	$2,000.00	$8,000.00	$3,500.00	$14,000.00
1.23	Connect to Existing Sanitary Sewer Line	EA	5	$750.00	$3,750.00	$3,000.00	$15,000.00
1.24	Sawcut and Repair Concrete Pavement	SY	111	$195.00	$21,645.00	$170.00	$18,870.00
1.25	Ssawcut and Repair Concrete Sidewalk	SY	16	$125.00	$2,000.00	$200.00	$3,200.00
1.26	Sawcut and Repair Concrete Curb	LF	30	$85.00	$2,550.00	$100.00	$3,000.00
1.27	Construct Concrete Pavement	SY	5	$250.00	$1,250.00	$250.00	$1,250.00
1.28	Construct Concrete Sidewalk	SY	16	$120.00	$1,920.00	$190.00	$3,040.00
1.29	Construct Concrete Curb	LF	28	$80.00	$2,240.00	$110.00	$3,080.00
1.30	Hydromulch	AC	4.70	$3,200.00	$15,040.00	$4,000.00	$18,800.00
1.31	Clearing and Grubbing	AC	4.10	$35,000.00	$143,500.00	$8,500.00	$34,850.00
1.32	Foundation Material for Trench	CY	263	$85.00	$22,355.00	$25.00	$6,575.00
1.33	Erosion Control Fabric	SY	440	$10.00	$4,400.00	$3.50	$1,540.00
1.34	Filter Fabric Fence	LF	910	$5.50	$5,005.00	$3.00	$2,730.00
1.35	Excavation Safety	LS	1	$8,500.00	$8,500.00	$20,000.00	$20,000.00
1.36	Trench Safety	LF	3,946	$15.00	$59,190.00	$10.00	$39,460.00
1.37	Miscellaneous Allowance	AL	1	$75,000.00	$75,000.00	$75,000.00	$75,000.00
TOTAL BID AMOUNT					**$1,085,650.00**		**$1,152,257.00**

*Error noted by KSA

BID TABULATION

City of Tyler
Earl Campbell Gravity Sewer Main
KSA Project No. 102063 (23-055)
Bid Date: January 23, 2023

				05 C&A Construction, LLC 14110 Luthe Rd. Houston, TX 77039 832.661.5862		06 JDR Contracting, Inc. 186 Industrial Lane Van, TX 75790 903.963.3340	
BID ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
BASE BID							
1.01	Mobilization, Insurance,and Bonds	LS	1	$80,907.50	$80,907.50	$60,000.00	$60,000.00
1.02	Barricades, Signs, and Traffic Handling	LS	1	$25,000.00	$25,000.00	$8,500.00	$8,500.00
1.03	Care of Water During Construction	LS	1	$80,000.00	$80,000.00	$100,000.00	$100,000.00
1.04	Storm Water Pollution Prevention	LS	1	$10,000.00	$10,000.00	$5,000.00	$5,000.00
1.05	Temporary Plugs and Bypass Pumping	LS	1	$20,000.00	$20,000.00	$58,000.00	$58,000.00
1.06	Gravity Sewer Line and Manhole Testing	LS	1	$10,127.14	$10,127.14	$15,000.00	$15,000.00
1.07	Post-Construction CCTV Inspection	LF	3,906	$7.50	$29,295.00	$4.00	$15,624.00
1.08	Demolish Existing Lift Stations and Appurtenances	LS	1	$26,878.57	$26,878.57	$40,500.00	$40,500.00
1.09	Remove Concrete Driveway Apron with Tapered Curb	SY	70	$24.11	$1,687.70	$140.00	$9,800.00
1.10	Cut and Plug Existing Force Main	EA	2	$1,830.71	$3,661.42	$1,864.00	$3,728.00
1.11	Cut and Plug Existing Gravity Sewer Line	EA	7	$1,170.46	$8,193.22	$1,723.00	$12,061.00
1.12	Remove and Dispose of Existing 6-in Gravity Sewer Line	LF	64	$26.37	$1,687.68	$50.00	$3,200.00
1.13	Fulll Existing 3-in Force Main with Flowable Fill	LF	1,950	$7.86	$15,327.00	$5.00	$9,750.00
1.14	Fill Existing 8-in Gravity Sewer Line with Flowable Fill	LF	105	$39.88	$4,187.40	$8.00	$840.00
1.15	6-in SDR 26 PVC Gravity Sewer Line	LF	20	$120.11	$2,402.20	$67.00	$1,340.00
1.16	8-in SDR 26 PVC Gravity Sewer Line	LF	3,926	$86.32	$338,892.32	$99.00	$388,674.00
1.17	10-in SDR 26 PVC Gravity Sewer Line	LF	10	$141.54	$1,415.40	$100.00	$1,000.00
1.18	14-in Steel Encasement with Pipe Supports by Open Cut	LF	385	$309.07	$118,991.95	$334.00	$128,590.00
1.19	Type R Modified Rock Rip-Rap	CY	167	$246.04	$41,088.68	$300.00	$50,100.00
1.20	48-in Diameter Manhole	EA	9	$7,232.86	$65,095.74	$6,606.00	$59,454.00
1.21	Remove and Replace 48-in Diameter Manhole	EA	4	$7,561.43	$30,245.72	$8,110.00	$32,440.00
1.22	Abandon Existing Sanitary Sewer Manhole	EA	4	$2,272.50	$9,090.00	$2,500.00	$10,000.00
1.23	Connect to Existing Sanitary Sewer Line	EA	5	$802.29	$4,011.45	$988.00	$4,940.00
1.24	Sawcut and Repair Concrete Pavement	SY	111	$150.00	$16,650.00	$120.00	$13,320.00
1.25	Ssawcut and Repair Concrete Sidewalk	SY	16	$100.00	$1,600.00	$100.00	$1,600.00
1.26	Sawcut and Repair Concrete Curb	LF	30	$50.00	$1,500.00	$30.00	$900.00
1.27	Construct Concrete Pavement	SY	5	$200.00	$1,000.00	$120.00	$600.00
1.28	Construct Concrete Sidewalk	SY	16	$100.00	$1,600.00	$110.00	$1,760.00
1.29	Construct Concrete Curb	LF	28	$50.00	$1,400.00	$30.00	$840.00
1.30	Hydromulch	AC	4.70	$4,142.86	$19,471.44	$12,500.00	$58,750.00
1.31	Clearing and Grubbing	AC	4.10	$18,691.64	$76,635.72	$4,500.00	$18,450.00
1.32	Foundation Material for Trench	CY	263	$30.00	$7,890.00	$100.00	$26,300.00
1.33	Erosion Control Fabric	SY	440	$2.00	$880.00	$30.00	$13,200.00
1.34	Filter Fabric Fence	LF	910	$4.00	$3,640.00	$12.00	$10,920.00
1.35	Excavation Safety	LS	1	$40,000.00	$40,000.00	$16,000.00	$16,000.00
1.36	Trench Safety	LF	3,946	$1.00	$3,946.00	$7.00	$27,622.00
1.37	Miscellaneous Allowance	AL	1	$75,000.00	$75,000.00	$75,000.00	$75,000.00
TOTAL BID AMOUNT					**$1,179,399.26**		**$1,283,803.00**

*Error noted by KSA

BID TABULATION

City of Tyler
Earl Campbell Gravity Sewer Main
KSA Project No. 102063 (23-055)
Bid Date: January 23, 2023

				07 J2 Construction Services, LLC 3603 brent road Longview, TX 75604 515.243.8171		08 John Wright Construction, Inc. 2160 State Hwy. 43 Henderson, TX 75652 903.657.9344	
BID ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
BASE BID							
1.01	Mobilization, Insurance,and Bonds	LS	1	$97,860.00	$97,860.00	$80,000.00	$80,000.00
1.02	Barricades, Signs, and Traffic Handling	LS	1	$22,836.00	$22,836.00	$10,000.00	$10,000.00
1.03	Care of Water During Construction	LS	1	$316,002.00	$316,002.00	$10,000.00	$10,000.00
1.04	Storm Water Pollution Prevention	LS	1	$1,980.00	$1,980.00	$18,000.00	$18,000.00
1.05	Temporary Plugs and Bypass Pumping	LS	1	$14,104.00	$14,104.00	$17,000.00	$17,000.00
1.06	Gravity Sewer Line and Manhole Testing	LS	1	$6,600.00	$6,600.00	$25,000.00	$25,000.00
1.07	Post-Construction CCTV Inspection	LF	3,906	$3.50	$13,671.00	$6.00	$23,436.00
1.08	Demolish Existing Lift Stations and Appurtenances	LS	1	$19,882.00	$19,882.00	$60,000.00	$60,000.00
1.09	Remove Concrete Driveway Apron with Tapered Curb	SY	70	$44.00	$3,080.00	$40.00	$2,800.00
1.10	Cut and Plug Existing Force Main	EA	2	$848.00	$1,696.00	$200.00	$400.00
1.11	Cut and Plug Existing Gravity Sewer Line	EA	7	$533.00	$3,731.00	$1,000.00	$7,000.00
1.12	Remove and Dispose of Existing 6-in Gravity Sewer Line	LF	64	$23.00	$1,472.00	$10.00	$640.00
1.13	Fulll Existing 3-in Force Main with Flowable Fill	LF	1,950	$6.00	$11,700.00	$8.00	$15,600.00
1.14	Fill Existing 8-in Gravity Sewer Line with Flowable Fill	LF	105	$50.00	$5,250.00	$15.00	$1,575.00
1.15	6-in SDR 26 PVC Gravity Sewer Line	LF	20	$83.00	$1,660.00	$50.00	$1,000.00
1.16	8-in SDR 26 PVC Gravity Sewer Line	LF	3,926	$55.50	$217,893.00	$120.00	$471,120.00
1.17	10-in SDR 26 PVC Gravity Sewer Line	LF	10	$164.00	$1,640.00	$150.00	$1,500.00
1.18	14-in Steel Encasement with Pipe Supports by Open Cut	LF	385	$291.00	$112,035.00	$400.00	$154,000.00
1.19	Type R Modified Rock Rip-Rap	CY	167	$234.00	$39,078.00	$400.00	$66,800.00
1.20	48-in Diameter Manhole	EA	9	$4,918.00	$44,262.00	$9,500.00	$85,500.00
1.21	Remove and Replace 48-in Diameter Manhole	EA	4	$8,587.00	$34,348.00	$9,500.00	$38,000.00
1.22	Abandon Existing Sanitary Sewer Manhole	EA	4	$2,568.00	$10,272.00	$600.00	$2,400.00
1.23	Connect to Existing Sanitary Sewer Line	EA	5	$672.00	$3,360.00	$1,000.00	$5,000.00
1.24	Sawcut and Repair Concrete Pavement	SY	111	$342.00	$37,962.00	$350.00	$38,850.00
1.25	Ssawcut and Repair Concrete Sidewalk	SY	16	$197.00	$3,152.00	$100.00	$1,600.00
1.26	Sawcut and Repair Concrete Curb	LF	30	$127.00	$3,810.00	$100.00	$3,000.00
1.27	Construct Concrete Pavement	SY	5	$660.00	$3,300.00	$350.00	$1,750.00
1.28	Construct Concrete Sidewalk	SY	16	$154.00	$2,464.00	$100.00	$1,600.00
1.29	Construct Concrete Curb	LF	28	$110.00	$3,080.00	$100.00	$2,800.00
1.30	Hydromulch	AC	4.70	$3,278.00	$15,406.60	$12,000.00	$56,400.00
1.31	Clearing and Grubbing	AC	4.10	$31,345.00	$128,514.50	$20,000.00	$82,000.00
1.32	Foundation Material for Trench	CY	263	$84.00	$22,092.00	$200.00	$52,600.00
1.33	Erosion Control Fabric	SY	440	$7.00	$3,080.00	$12.00	$5,280.00
1.34	Filter Fabric Fence	LF	910	$4.00	$3,640.00	$10.00	$9,100.00
1.35	Excavation Safety	LS	1	$1,320.00	$1,320.00	$8,000.00	$8,000.00
1.36	Trench Safety	LF	3,946	$1.50	$5,919.00	$1.00	$3,946.00
1.37	Miscellaneous Allowance	AL	1	$7,500.00	$75,000.00	$75,000.00	$75,000.00
TOTAL BID AMOUNT					**$1,293,152.10**		**$1,438,697.00**

*Error noted by KSA

6781 Oak Hill Boulevard
Tyler, TX 75703
903.581.8141

January 29, 2023

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

via email

RE: ***City of Tyler***
Earl Campbell Gravity Sewer Main
Bid No. 23-055
KSA Project No. 102063
Award Consideration & Bid Tabulation

Dear Ms. Ingram:

Sealed bids were received for the above referenced project on Tuesday, January 23, 2024 at 2:00 P.M. at the City of Tyler Purchasing Office and then publicly opened and read aloud in the City Council Chambers. A total of eight (8) bids were received, as shown on the attached bid tabulation.

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

A.E. Shull and Company of Tyler, Texas submitted the low total bid in the amount of $795,208.20.00

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

Sincerely,

KSA

Whitney R. Rivers

Whitney Rivers, P.E.
Project Manager

Enclosure: Bid Tabulation

cc:

RESOLUTION NO. R-2024-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, DECLARING EXPECTATION TO REIMBURSE EXPENDITURES WITH PROCEEDS OF FUTURE DEBT FOR THE ENGINEERING, DESIGN AND CONSTRUCTION OF THE EARL CAMPBELL GRAVITY SEWER MAIN PROJECT; AND ESTABLISHING AN EFFECTIVE DATE.

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

WHEREAS, the City of Tyler, Texas (the "Issuer") reserves the right to issue debt for the engineering, design, and construction of the Earl Campbell Gravity Sewer Main project (the "Project") and further intends to make certain capital expenditures with respect to the Project and currently reserves the right to reimburse the capital expenditures with proceeds of such debt; and

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

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

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

Part 1: That the City of Tyler reasonably expects to reserve the right to reimburse capital expenditures with respect to the Project with proceeds of future potential debt hereafter which may be incurred by the issuer, and that this Resolution shall constitute a declaration of official intent under the Regulation. The maximum principal amount of obligations expected to be issued for the Project is $616,132.00.

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

PASSED AND APPROVED, this the 14th day of February, 2024.

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

ATTEST:

_____
CASSANDRA BRAGER, CITY CLERK

APPROVED:

_____
DEBORAH G. PULLUM,

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number: M-2

Date: February 14, 2024

Subject: Request that the City Council consider authorizing the City Manager to execute an engineering services contract, in the amount of $87,500 with KSA Engineers, Inc. for the South Glenwood Ground Storage Tank Demolition and adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt.

Item Reference:

The South Glenwood Ground Storage Tank (GST) is located on Glenwood between Vine and Houston where the road parts to straddle the tank. Originally constructed in the 1940's, this tank served as storage and a distribution point into the system from Well #2. In a separate project, several wells, including Well #2, are to be decommissioned by the end of the year. This GST has served its purpose in the Tyler distribution system and has been out of service for over 30 years.

This contract with KSA will include a set of plans, bidding, construction administration and inspection for the 2-month project that is expected to cost $275,000.

RECOMMENDATION:

Request that the City Council consider authorizing the City Manager to execute an engineering services contract, in the amount of $87,500 with KSA Engineers, Inc. for the South Glenwood Ground Storage Tank Demolition and adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt.

ATTACHMENTS:

102854 South Glenwood GST Demolition Draft Agreement 1-11-24
Resolution Form Glenwood GST Demo.docx

Drafted/Recommended By:
Department Leader

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

Edited/Submitted By:
City Manager

STATE OF TEXAS §

STANDARD FORM OF AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

COUNTY OF SMITH §

This AGREEMENT is entered into, with an Effective Date of _____ [*insert date of last party's signature*], by and between the **CITY OF TYLER**, in Smith County, Texas (OWNER), acting therein by and through its duly authorized City Manager, and **KSA Engineers, Inc.** (ENGINEER or ARCHITECT), hereinafter referred to as "E/A," for the purpose of acquiring all professional engineering and/or architectural services required for the project known as **"South Glenwood Ground Storage Tank Demolition"** (hereinafter called the Project).

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

SECTION 1—BASIC SERVICES OF ENGINEER OR ARCHITECT

1.1. General.

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

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

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

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

1.2. Study and Report Phase.

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

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

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

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

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

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

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

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

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

1.3. Preliminary Design Phase.

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

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

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

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

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

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

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

1.4. Final Design Phase.

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

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

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

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

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

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

1.5. Bidding or Negotiating Phase.

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

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

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

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

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

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

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

1.6. Construction Phase.

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

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

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

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

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

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

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

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

thereto.

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

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

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

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

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

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

1.7. Operational Phase.

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

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

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

SECTION 2—ADDITIONAL SERVICES OF E/A

2.1. Services Requiring Authorization in Advance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2. Required Additional Services.

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

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

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

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

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

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

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

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

SECTION 3—OWNER'S RESPONSIBILITIES

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

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

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

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

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

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

3.4.2. appropriate professional interpretations of all of the foregoing;

3.4.3. environmental assessment and impact statements;

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

3.4.5. property descriptions;

3.4.6. zoning, deed and other land use restrictions;

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 4—PERIODS OF SERVICE

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

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

SECTION 5—PAYMENTS TO ENGINEER AND/OR ARCHITECT CONSULTANT

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

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

- Base Fee, Not-to-Exceed = $46,300.00
- Hourly/Reimbursable Expenses = $41,200.00
- **Total Contract Price = $87,500.00**

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

5.2. Times of Payment.

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

SECTION 6—CONSTRUCTION COST AND OPINIONS OF COST

6.1. Construction Cost.

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

6.2. Opinions of Cost.

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

SECTION 7—GENERAL CONSIDERATIONS

7.1. Termination.

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

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

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

7.2. Reuse of Documents.

The E/A's Instruments of Service (including but not limited to plans, field surveys, maps, cross sections, drawings, specifications, calculations and other data related to the Project) are and shall remain the

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

7.3. Insurance.

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

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

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

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

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

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

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

- **Worker's Compensation and Employer's Liability**: The E/A agrees to maintain its own Workers' Compensation Insurance pursuant to statutory limits. See TEX. LAB. CODE ANN. Title 5, Subtitle A, Chapter 401; TEX. ADMIN CODE, Title 28, Part 2. (NOTE: Elective

exemptions or coverage through an employee leasing arrangement will NOT satisfy this requirement).

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

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

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

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

7.4. Additional Insured Endorsements.

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

The form of the endorsement(s) shall be:

Option 1:

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

AND, the additional endorsement of

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

Option 2:

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

AND, the additional endorsement of

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

Option 3:

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

AND, the additional endorsement of

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

E/A shall attach actual copies of the endorsements.

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

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

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

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

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

7.6. Waiver of Subrogation.

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

7.7. Subconsultants' Insurance.

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

7.8. Insurance Effective Until Completion.

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

7.9. Right to Revise or Reject Insurance.

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

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

7.10. Certificate of Insurance.

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

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

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

7.11. Insurance - No Limit on Obligation to Pay.

Nothing contained in the insurance requirements shall be construed as limiting the extent of the E/A's

responsibility for payment of damages resulting from his operations.

7.12. Non-compliance; Breach.

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

7.13. Indemnity.

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

7.14. Certificate of Interested Parties.

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

7.15. Controlling Law.

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

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

7.16. Successors and Assigns.

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

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

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

SECTION 8—SPECIAL PROVISIONS, SCHEDULES, AND EXHIBITS

8.1. Special Provisions.

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

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

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

8.2. Exhibits.

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

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

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

8.3. Entire Agreement.

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

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

8.4. Effective Date.

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

8.5. Severability.

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

8.6. Waiver.

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

8.7. Notices.

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

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

OWNER:
City of Tyler
Attn: Kate Dietz, P.E.
P.O. Box 2039
Tyler, TX 75710

8.8. Venue.

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

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

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

FOR THE CITY OF TYLER, TEXAS:

ATTEST:

By: _____
City Manager Date

Edward Broussard
Printed Name

By: _____
City Clerk

Cassandra Brager
Printed Name

APPROVED:

By: _____
City Attorney's Office Date

_____
Printed Name

RECOMMENDED:

By: _____
Department Leader Date

_____
Printed Name

CITY COUNCIL APPROVAL:

AGENDA ITEM NUMBER: _____
DATE APPROVED: _____

FOR THE E/A:

By: _____ 1/11/2024
Director of Client Services Date

Joncie H. Young
Printed Name

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11 day of JANUARY, 20 24.

MARY-ELLEN FLORES
Notary Public, State of Texas
Comm. Expires 05-22-2025
Notary ID 126907533

Mary Ellen Flores
Notary Public In and For The State of Texas

My Commission Expires: 5/22/2025

MARY-ELLEN FLORES
Notary's Printed Name

INDEX OF EXHIBITS

Exhibit A - E/A's Scope of Service

Exhibit B - E/A's Project Schedule

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

Exhibit D - Certificates of Insurance and Endorsements

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

Exhibit F – Procedure for Correcting Construction Defects
(Applicable only to construction contracts affecting City-owned buildings and other public works)

Exhibit A - E/A's Scope of Service

Exhibit A
ENGINEER'S Scope of Service
South Glenwood Ground Storage Tank Demolition
KSA Contract No. 102854

This Agreement constitutes authorization by the City of Tyler (OWNER) for KSA Engineers, Inc. (ENGINEER) to provide engineering services for the **South Glenwood Ground Storage Tank Demolition** (hereinafter called the Project).

PROJECT DESCRIPTION

Project consist of demolishing the City of Tyler's South Glenwood Ground Storage Tank. Project will consisting of temporary removal/relocation of existing overhead electrical lines by Oncor, demolition of the existing steel ground storage tank and tank foundation, site restoration and demolition of site surface improvements, and associated electrical and controls equipment.

The scope of services is based on the design of one (1) construction project with a pre-design opinion of probable construction cost of $275,000.

SCOPE OF SERVICES

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

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

1.2 Study and Report Phase: Not used.

1.3 Preliminary Design Phase: Provide services as stated in Section 1.3 of the Agreement.

1.4 Final Design Phase: Provide services as stated in Section 1.4 of the Agreement.

1.5 Bidding or Negotiating Phase: Provide services as stated in Section 1.5 of the Agreement.

1.6 Construction Phase: Provide services as stated in Section 1.6 of the Agreement.

1.7 Operational Phase: Not used

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

A. Design Survey
B. Property Owner Coordination
C. Part-Time Resident Project Representative
D. Reimbursable Expenses (Printing, Postage, Mileage, etc.)

3 ENGINEER's Exclusions:
A. Study and report preparation
B. Subsurface utility engineering and utility potholing
C. Historical & archeological investigation and report;
D. Wetland investigations, archeological investigations, environmental investigations, categorical exclusions, nationwide permits;

E. Coordination, application, or permitting with any and all local, State, and/or Federal agencies other than TCEQ.
F. Stormwater pollution plans, applications, and/or permits;
G. The relocation of utilities;
H. Traffic control plans
I. Hydraulic studies

4 OWNER's Responsibilities: The OWNER's responsibilities shall be as described in SECTION 3 of the ENGINEERING CONTRACT in addition to the following responsibilities: Consultant authorization and associated payments to consultant for hydraulic capacity evaluations

Exhibit B - E/A's Project Schedule

Exhibit B
Project Schedule
South Glenwood Ground Storage Tank Demolition
KSA Contract No. 102854

PROJECT SCHEDULE

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

1. Complete Preliminary Design: 90 calendar days.
2. Complete Final Design: 60 calendar days following receipt of OWNER's comments on submitted preliminary design documents.
3. Complete Bidding Phase: Within the time designated by the OWNER based upon an approved bid schedule developed following receipt of OWNER's comments on the submitted final design plans.
4. Complete Construction Phase: 60 calendar days following issuance of notice to proceed to Contractor.

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

Exhibit C
Fee Summary
South Glenwood Ground Storage Tank Demolition
KSA Contract No. 102854

FEE SUMMARY

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

1.	Preliminary Design:	$21,800 Lump Sum
2.	Final Design:	$14,500 Lump Sum
3.	Bidding:	$10,000 Lump Sum
4.	Design Survey:	$5,000 hourly and reimbursable
5.	Construction Administration:	$15,000 hourly and reimbursable[2]
6.	Part-Time Resident Project Representative[3]:	$20,200 hourly and reimbursable[2]
7.	Reimbursable Expenses:	$1,000 hourly and reimbursable
	Total Budget:	**$87,500**

Notes:

1. Compensation shall be billed monthly for Engineer's services based on time charged by each category at the hourly rates listed on the attached schedule.
2. Construction Administration and Part-Time Resident Project Representative assumes a construction period of 60 calendar days. ENGINEER's work on these phases beyond the construction period will be billed at hourly rates.
3. Part-Time Resident Project Representative budget is based upon 20 hours per week for the duration of the construction period.

Exhibit D - Certificates of Insurance and Endorsements

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/24/2023

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

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

PRODUCER Risk Strategies 12801 North Central Expy. Suite 1725 Dallas, TX 75243	**CONTACT NAME:** Brian R Hadar		
	PHONE (A/C, No, Ext): (214) 323-4602	**FAX (A/C, No):**	
	E-MAIL ADDRESS: RSCcertrequest@risk-strategies.com		
	INSURER(S) AFFORDING COVERAGE		**NAIC #**
	INSURER A : Evanston Insurance Company		35378
INSURED KSA Engineers, Inc. and BLOC Design Build LLC 140 E. Tyler St. Suite 600 Longview TX 75601	**INSURER B :**		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 75902588 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ $ $ $ $ $ $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ $ $ $ $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **Y / N** ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Professional Liability		✓	MKLV7PL0005802	4/11/2023	4/11/2024	Per Claim/Annual Aggregate	$2,000,000

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

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty (30) day notice of cancellation in favor of certificate holder on all policies.
Deductible $25,000
Retro Date: 1/1/1978

CERTIFICATE HOLDER

City of Tyler
P O Box 2039
Tyler TX 75710

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Brian R. Hadar

Brian Hadar

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/11/2024

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

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

PRODUCER	CONTACT NAME: Tracy Langford	
GANS & SMITH INSURANCE AGENCY INC P.O Box 2869 Longview TX 75606	PHONE (A/C, No, Ext): (903) 757-4601	FAX (A/C, No): (903) 753-0782
	E-MAIL ADDRESS: tlangford@gans-smith.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
KSA ENGINEERS INC 140 E TYLER ST STE 600 LONGVIEW TX 75601	INSURER A : Transportation Ins Co (CNA)	20494C
	INSURER B : Continental Casualty Co (CNA)	20443C
	INSURER C : Continental Insurance Company	35289C
	INSURER D : Texas Mutual Ins Co	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL2352609593 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Drone Liability: $1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:			4015529054	05/29/2023	05/29/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,000,000 $ 100,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			4015529135	05/29/2023	05/29/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP-Basic	$ 1,000,000 $ $ $ $ 2,500
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION $ 10,000			4015529099	05/29/2023	05/29/2024	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
D	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		0002047822	05/29/2023	05/29/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

Project: South Glenwood Ground Storage Tank Demolition in Smith County, Texas.The general liability, automobile, & workers compensation policies includes a blanket automatic additional insured endorsement provision that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status .The general liability, automobiles policies & workers compensation includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. The general liability, automobiles policies & workers compensation contains "Primary and noncontributory" wording. The general liability, automobiles policies & workers compensation have 30 days notice of cancellation. Umbrella is follow form.

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

David McWhorter

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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
City of Tyler	South Glenwood Ground Storage Tank Demolition in Smith County, Texas.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

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

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

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

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

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

© Insurance Services Office, Inc., 2018

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

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

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

© Insurance Services Office, Inc., 2018

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
City of Tyler	South Glenwood Ground Storage Tank Demolition in Smith County, Texas.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

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

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

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

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

© Insurance Services Office, Inc., 2018

CERTIFICATE(S) OF INSURANCE

[Certificate of Liability Insurance Shall Be Inserted Here]

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

Checklist: Certificate(s) of Insurance

*** Provided only as a courtesy ***

[See generally Section 7.3 Insurance for contract insurance requirements]

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

ENDORSEMENTS

[Endorsements Shall Be Inserted Here]

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

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

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

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

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

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

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

Exhibit E - Certificate of Interested Parties (Form 1295)

(If Required)

Check Here if this Section is NOT Used ☐

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

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:
2024-1111012

Date Filed:
01/11/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
KSA Engineers, Inc.
Longview, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
102854
Professional services in connection with the South Glenwood Ground Storage Tank Demolition

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Fortner, Mitchell	Longview, TX United States	X	
Hicks III, Walter F.	Tyler, TX United States	X	
Phipps, Craig	Sugar Land, TX United States	X	
Aylor, Christopher	Tyler, TX United States	X	
Buck, Lanny	Longview, TX United States	X	
Mallonee, Michael	McKinney, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

Executed in Gregg County, State of Texas, on the 11th day of January (month), 20 24 (year).

Mitchell L. Fortner
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.

RESOLUTION NO. R-2024-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, DECLARING EXPECTATION TO REIMBURSE EXPENDITURES WITH PROCEEDS OF FUTURE DEBT FOR THE ENGINEERING, DESIGN AND CONSTRUCTION OF THE SOUTH GLENWOOD GROUND STORAGE TANK DEMOLITION PROJECT; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Tyler, Texas reserves the right to issue debt for the engineering, design, and construction of the **South Glenwood Ground Storage Tank Demolition** project and further intends to make certain capital expenditures with respect to the Project and currently reserves the right to reimburse the capital expenditures with proceeds of such debt; and

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

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

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

Part 1: That the City of Tyler reasonably expects to reserve the right to reimburse capital expenditures with respect to the Project with proceeds of future potential debt hereafter which may be incurred by the Issuer, and that this Resolution shall constitute a declaration of official intent under the Regulation. The maximum principal amount of obligations expected to be issued for the Project is $87,500.

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

PASSED AND APPROVED, this the 14th day of February, 2024.

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

ATTEST:

_____
CASSANDRA BRAGER, CITY CLERK

APPROVED:

_____
DEBORAH G. PULLUM,
CITY ATTORNEY

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number: M-3

Date: February 14, 2024

Subject: Request that the City Council consider authorizing the City Manager to execute an engineering services contract, in the amount of $85,000 with KSA Engineers, Inc. for the Bellwood Lift Station Improvements Design Survey and adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt.

Page: Page 1 of

Item Reference:

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

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

Previously, the City of Tyler enlisted KSA to study several lift stations, with Bellwood at the top of the priority list. As a result of the study, a new option was presented that would eliminate the Bellwood Lift Station and replace the force main with a new gravity line that follows a new alignment in the same general area. This option would save the city maintenance and operations costs over the life of the collection basin and eliminate the responsibility of overseeing a lift station.

In this phase of the Bellwood Lift Station Improvements Project, TWU will obtain design-level survey data. This detailed topographic survey will provide the necessary data to determine whether replacing the lift station and force main is feasible. The data collected will be utilized regardless of the design approach determined from that data.

RECOMMENDATION:

Request that the City Council consider authorizing the City Manager to execute an engineering services contract, in the amount of $85,000 with KSA Engineers, Inc. for the Bellwood Lift Station Improvements Design Survey and adopt a Resolution reserving the right to reimburse expenditures with proceeds of

future debt.

ATTACHMENTS:

01.24.2024 - Standard Agreement (Draft)
2.01.2024 - Resolution Form Bellwood LS Improvements.docx

Drafted/Recommended By:
Department Leader

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

Edited/Submitted By:
City Manager

STATE OF TEXAS §

COUNTY OF SMITH §

STANDARD FORM OF AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

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

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

SECTION 1—BASIC SERVICES OF ENGINEER OR ARCHITECT

1.1. General.

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

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

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

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

1.2. Study and Report Phase.

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

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

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

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

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

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

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

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

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

1.3. Preliminary Design Phase.

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

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

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

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

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

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

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

1.4. Final Design Phase.

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

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

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

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

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

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

1.5. Bidding or Negotiating Phase.

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

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

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

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

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

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

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

1.6. Construction Phase.

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

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

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

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

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

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

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

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

thereto.

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

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

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

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

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

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

1.7. Operational Phase.

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

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

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

SECTION 2—ADDITIONAL SERVICES OF E/A

2.1. Services Requiring Authorization in Advance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2. Required Additional Services.

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

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

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

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

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

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

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

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

SECTION 3—OWNER'S RESPONSIBILITIES

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

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

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

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

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

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

3.4.2. appropriate professional interpretations of all of the foregoing;

3.4.3. environmental assessment and impact statements;

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

3.4.5. property descriptions;

3.4.6. zoning, deed and other land use restrictions;

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 4—PERIODS OF SERVICE

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

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

SECTION 5—PAYMENTS TO ENGINEER AND/OR ARCHITECT CONSULTANT

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

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

- Base Fee, Not-to-Exceed = $0,000.00
- Hourly/Reimbursable Expenses = $85,000.00
- **Total Contract Price = $85,000.00**

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

5.2. Times of Payment.

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

SECTION 6—CONSTRUCTION COST AND OPINIONS OF COST

6.1. Construction Cost.

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

6.2. Opinions of Cost.

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

SECTION 7—GENERAL CONSIDERATIONS

7.1. Termination.

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

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

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

7.2. Reuse of Documents.

The E/A's Instruments of Service (including but not limited to plans, field surveys, maps, cross sections, drawings, specifications, calculations and other data related to the Project) are and shall remain the property of the E/A until payment of the E/A in full.

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

7.3. Insurance.

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

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

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

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

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

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

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

- **Worker's Compensation and Employer's Liability**: The E/A agrees to maintain its own Workers' Compensation Insurance pursuant to statutory limits. See TEX. LAB. CODE ANN. Title 5, Subtitle A, Chapter 401; TEX. ADMIN CODE, Title 28, Part 2. (NOTE: Elective exemptions or coverage through an employee

leasing arrangement will NOT satisfy this requirement).

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

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

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

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

7.4. Additional Insured Endorsements.

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

The form of the endorsement(s) shall be:

Option 1:

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

AND, the additional endorsement of

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

Option 2:

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

AND, the additional endorsement of

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

Option 3:

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

AND, the additional endorsement of

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

E/A shall attach actual copies of the endorsements.

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

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

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

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

amounts stated herein that are acceptable to OWNER, the E/A agrees, when requested by OWNER, to maintain a Commercial Surety Bond in an amount equal to said deductible amount.

7.6. Waiver of Subrogation.

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

7.7. Subconsultants' Insurance.

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

7.8. Insurance Effective Until Completion.

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

7.9. Right to Revise or Reject Insurance.

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

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

7.10. Certificate of Insurance.

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

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

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

7.11. Insurance - No Limit on Obligation to Pay.

Nothing contained in the insurance requirements shall be construed as limiting the extent of the E/A's responsibility for payment of damages resulting from

his operations.

7.12. Non-compliance; Breach.

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

7.13. Indemnity.

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

7.14. Certificate of Interested Parties.

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

7.15. Controlling Law.

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

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

7.16. Successors and Assigns.

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

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

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

SECTION 8—SPECIAL PROVISIONS, SCHEDULES, AND EXHIBITS

8.1. Special Provisions.

Any other provisions of this Agreement or other

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

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

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

8.2. Exhibits.

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

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

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

8.3. Entire Agreement.

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

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

8.4. Effective Date.

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

8.5. Severability.

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

8.6. Waiver.

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

8.7. Notices.

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

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

OWNER:
City of Tyler
Attn: Kate Dietz, P.E.
P.O. Box 2039
Tyler, TX 75710

8.8. Venue.

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

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

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

FOR THE CITY OF TYLER, TEXAS:

ATTEST:

By: _____
City Manager Date

Edward Broussard
Printed Name

By: _____
City Clerk

Cassandra Brager
Printed Name

APPROVED:

By: _____
City Attorney's Office Date

_____
Printed Name

RECOMMENDED:

By: _____
Department Leader Date

_____
Printed Name

CITY COUNCIL APPROVAL:

AGENDA ITEM NUMBER: _____
DATE APPROVED: _____

FOR THE E/A:

By: _____ 1/24/2024
Director of Client Services Date

Joncie H. Young
Printed Name

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared JONCIE H. YOUNG, who is known to me, or who was proved to me through DRIVER'S 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 24th day of JANUARY, 2024.

Shakemia M. Roberts
Notary Public In and For The State of Texas

SHAKEMIA M. ROBERTS
Notary's Printed Name

My Commission Expires: 2.20.27

SHAKEMIA M ROBERTS
Notary ID #125995450
My Commission Expires
February 20, 2027

INDEX OF EXHIBITS

Exhibit A - E/A's Scope of Service

Exhibit B - E/A's Project Schedule

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

Exhibit D - Certificates of Insurance and Endorsements

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

Exhibit F – Procedure for Correcting Construction Defects
(Applicable only to construction contracts affecting City-owned buildings and other public works)

Exhibit A - E/A's Scope of Service

Exhibit A
ENGINEER'S Scope of Service
Bellwood Lift Station Improvements
KSA Contract No. 102804

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

PROJECT DESCRIPTION

Performance of topographic design survey to obtain field data relevant to the determination of desired Bellwood Lift Station Improvements project approach.
Preparation of a preliminary alignment and profile and project cost estimate to determine desired project approach.

SCOPE OF SERVICES

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

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

A. Study and Report Phase: Provide services as stated in Section 1.2 of the Agreement and the following project-specific scope items:
    1. Analyze obtained design survey and wastewater system field data to determine feasibility of improvements.
    2. Prepare a preliminary alignment and profile for review and discussion with City staff to determine desired project approach prior to commencement of detailed design efforts.
    3. Prepare updated project cost estimates for review and discussion with City staff to determine desired project approach prior to commencement of detailed design efforts.
B. Preliminary Design Phase: Not used.
C. Final Design Phase: Not used.
D. Bidding or Negotiating Phase: Not used.
E. Construction Phase: Not used.
F. Operational Phase: Not used.

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

A. Design Survey.

ENGINEER's Exclusions:

A. Design and/or Easement Survey;
B. Hydraulic modeling of receiving gravity sewer lines (downstream collection system of force main discharge locations);
C. CCTV and/or pipe inspections;
D. Deed Research/Property Owner Coordination;
E. Plat/Description Preparation;
F. Geotechnical Investigation;
G. Subsurface utility engineering and utility potholing;
H. Historical, Wetland, and Archeological investigations, environmental investigations, categorical exclusions, nationwide permits;
I. Coordination with any and all developers, engineers, architects, and/or planners associated with planned and/or proposed developments.
J. Coordination, application, and/or permitting with any and all local, State, and/or Federal agencies;

K. Coordination and/or application with any and all funding agencies;
L. Legal services;
M. Hydrological studies;
N. Hydraulic studies:
O. Confined Space Entry.

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

A. Gather and provide Engineer with any and all historical information related to the lift station facilities and wastewater collection system lines.

Exhibit B - E/A's Project Schedule

Exhibit B
ENGINEER'S Project Schedule
Bellwood Lift Station Improvements
KSA Contract No. 102804

PROJECT SCHEDULE

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

A. Complete topographic design survey: 60 calendar days.

B. Complete alignment analysis: 30 calendar days following completion of topographic design survey.

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

Exhibit C
ENGINEER'S Fee Summary
Bellwood Lift Station Improvements
KSA Contract No. 102804

FEE SUMMARY

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

Design Survey	$75,000.00	Hourly and Reimbursable[1]
Alignment Analysis	$5,000.00	Hourly and Reimbursable[1]
Project Cost Estimate Options	$5,000.00	Hourly and Reimbursable[1]
Total Budget	**$85,000.00**	

Notes:

1. Compensation shall be billed monthly for Engineer's services based on time charged by each category at the hourly rates listed on the attached schedule.

Exhibit D - Certificates of Insurance and Endorsements

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

CERTIFICATE(S) OF INSURANCE

[Certificate of Liability Insurance Shall Be Inserted Here]

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

Checklist: Certificate(s) of Insurance

*** Provided only as a courtesy ***

[See generally Section 7.3 Insurance for contract insurance requirements]

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

ENDORSEMENTS

[Endorsements Shall Be Inserted Here]

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

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

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

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

AND
FORM: CG 20 37 07 04
Additional Insured – Owners, Lessees, or Contractors – Completed Operations</td></tr>
<tr><td colspan="3">OR</td></tr>
<tr><td>Option
3</td><td colspan="2">FORM: GA 4113 11 99
Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization – Your Work

AND
FORM: GA 233 02 07
Contractors’ Commercial General Liability Broadened – with coverage for Completed Operations in conformance to specific written contract</td></tr>
<tr><td colspan="3">COMMERCIAL UMBRELLA / EXCESS LIABILITY

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

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/11/2024

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

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

PRODUCER	CONTACT NAME: Tracy Langford	
GANS & SMITH INSURANCE AGENCY INC P.O Box 2869 Longview TX 75606	PHONE (A/C, No, Ext): (903) 757-4601	FAX (A/C, No): (903) 753-0782
	E-MAIL ADDRESS: tlangford@gans-smith.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
KSA ENGINEERS INC 140 E TYLER ST STE 600 LONGVIEW TX 75601	INSURER A : Transportation Ins Co (CNA)	20494C
	INSURER B : Continental Casualty Co (CNA)	20443C
	INSURER C : Continental Insurance Company	35289C
	INSURER D : Texas Mutual Ins Co	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL2352609593 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Drone Liability: $1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			4015529054	05/29/2023	05/29/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,000,000 $ 100,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			4015529135	05/29/2023	05/29/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP-Basic	$ 1,000,000 $ $ $ $ 2,500
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			4015529099	05/29/2023	05/29/2024	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
D	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		0002047822	05/29/2023	05/29/2024	[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

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

Project: Bellwood, Shackleford, and Brooks Lift Station & Force Main Evaluation in Smith County, Texas. The general liability, automobile, & workers compensation policies includes a blanket automatic additional insured endorsement provision that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status .The general liability, automobiles policies & workers compensation includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there s a written contract between he named insured and the certificate holder that requires it.

The general liability, automobiles policies & workers compensation contains "Primary and noncontributory" wording. The general liability, automobiles policies & workers compensation have 30 days notice of cancellation. Umbrella is follow form.

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

David McWhorter

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Additional Named Insureds

Other Named Insureds	
Bloc Design-Build LLC	Other, Insured Multiple Names
KSA Engineers, Inc.	Other, Insured Multiple Names
Legacy Bear Properties LLC	Limited Liability Company, Insured Multiple Names

COPYRIGHT 2007, AMS SERVICES INC

CNA

CNA PARAMOUNT

Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE
Name Of Additional Insured Person(s) Or Organization(s)
City of Tyler

5002000544015529054032 1

Copyright Insurance Services Office, Inc., 2018

CNA

CNA PARAMOUNT

Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

Location(s) Of Covered Operations
Bellwood, Shackleford, and Brooks Lift Station & Force Main Evaluations located in Smith County, Texas

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

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

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

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

However:

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

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

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

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

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

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

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

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Copyright Insurance Services Office, Inc., 2018

CNA

CNA PARAMOUNT

Additional Insured – Owners, Lessees Or Contractors – Completed Operations

This endorsement modifies insurance provided under the following:

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

SCHEDULE
Name Of Additional Insured Person(s) Or Organization(s)
CITY OF TYLER

5002000544015529054O332

Copyright Insurance Services Office, Inc., 2018

CNA

CNA PARAMOUNT

Additional Insured – Owners, Lessees Or Contractors – Completed Operations

Location And Description Of Completed Operations
Bellwood, Shackleford, and Brooks Lift Station & Force Main Evaluations located in Smith County, Texas

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

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

However:

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

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

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

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

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Copyright Insurance Services Office, Inc., 2018

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/24/2023

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

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

PRODUCER Risk Strategies 12801 North Central Expy. Suite 1725 Dallas, TX 75243	**CONTACT NAME:** Brian R Hadar		
	PHONE (A/C, No, Ext): (214) 323-4602	**FAX (A/C, No):**	
	E-MAIL ADDRESS: RSCcertrequest@risk-strategies.com		
	INSURER(S) AFFORDING COVERAGE		**NAIC #**
	INSURER A : Evanston Insurance Company		35378
INSURED KSA Engineers, Inc. and BLOC Design Build LLC 140 E. Tyler St. Suite 600 Longview TX 75601	**INSURER B :**		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 75902588 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ $ $ $ $ $ $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ $ $ $ $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **Y / N** ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Professional Liability		✓	MKLV7PL0005802	4/11/2023	4/11/2024	Per Claim/Annual Aggregate	$2,000,000

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

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty (30) day notice of cancellation in favor of certificate holder on all policies.
Deductible $25,000
Retro Date: 1/1/1978

CERTIFICATE HOLDER

City of Tyler
P O Box 2039
Tyler TX 75710

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Brian R. Hadar

Brian Hadar

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Exhibit E - Certificate of Interested Parties (Form 1295)

(If Required)

Check Here if this Section is NOT Used ☐

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1114796

Date Filed:
01/23/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
KSA Engineers, Inc.
Longview, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
102804
Professional engineering services in connection with the Bellwood Lift Station Improvements project

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Fortner, Mitchell	Longview, TX United States	X	
Hicks III, Walter F.	Tyler, TX United States	X	
Phipps, Craig	Sugar Land, TX United States	X	
Aylor, Christopher	Tyler, TX United States	X	
Buck, Lanny	Longview, TX United States	X	
Mallonee, Michael	McKinney, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

Executed in Gregg County, State of Texas, on the 23rd day of January (month), 20 24 (year).

Mitchell L. Fortner

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.

RESOLUTION NO. R-2024-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, DECLARING EXPECTATION TO REIMBURSE EXPENDITURES WITH PROCEEDS OF FUTURE DEBT FOR THE ENGINEERING, DESIGN AND CONSTRUCTION OF THE BELLWOOD LIFT STATION IMPROVEMENTS PROJECT; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

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

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

Part 1: That the City of Tyler reasonably expects to reserve the right to reimburse capital expenditures with respect to the Project with proceeds of future potential debt hereafter which may be incurred by the Issuer, and that this Resolution shall constitute a declaration of official intent under the Regulation. The maximum principal amount of obligations expected to be issued for the Project is $85,000.

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

PASSED AND APPROVED, this the 14th day of February, 2024.

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

ATTEST:

_____
CASSANDRA BRAGER, CITY CLERK

APPROVED:

_____
DEBORAH G. PULLUM,
CITY ATTORNEY

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number: C-A-1

Date: February 14, 2024

Subject: Request that the City Council consider authorizing the City Manager to execute a contract with Donelson Construction Company, LLC, for the construction of the 2024 Tyler Pressure Pave Project in the amount of $487,726.20.

Page: Page 1 of

Item Reference:

Based on the pavement ratings, an area of streets soon to be overlaid with asphalt was selected for a pilot project utilizing a patented paving method called "PressurePave". This product is currently single sourced and has been used by many cities and counties in Texas and other states. Staff has visited several projects in Midlothian that have been performed over the last seven to eight years. These streets are still in good condition. This paving process is about half the cost of our residential street asphalt overlays and is expected to last up to 15 years compared to a service life of up to 20 years for an overlay.

The Engineering Department has reviewed the pricing proposal and recommends acceptance of the project. Construction is expected to be performed between April and September 2024 based on other projects Donelson has in the Texas area. This contract will consist of seven lane-miles.

FUNDING: Half Cent

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to execute a construction contract with Donelson Construction Company, LLC, for the construction of the 2024 Tyler Pressure Pave Project in the amount of $487,726.20.

ATTACHMENTS:

List of 2024 Pressure Pave Streets
Map 2024 Tyler Pressure Pave Project
Tyler Pressure Pave Proposal

Drafted/Recommended By:
Department Leader

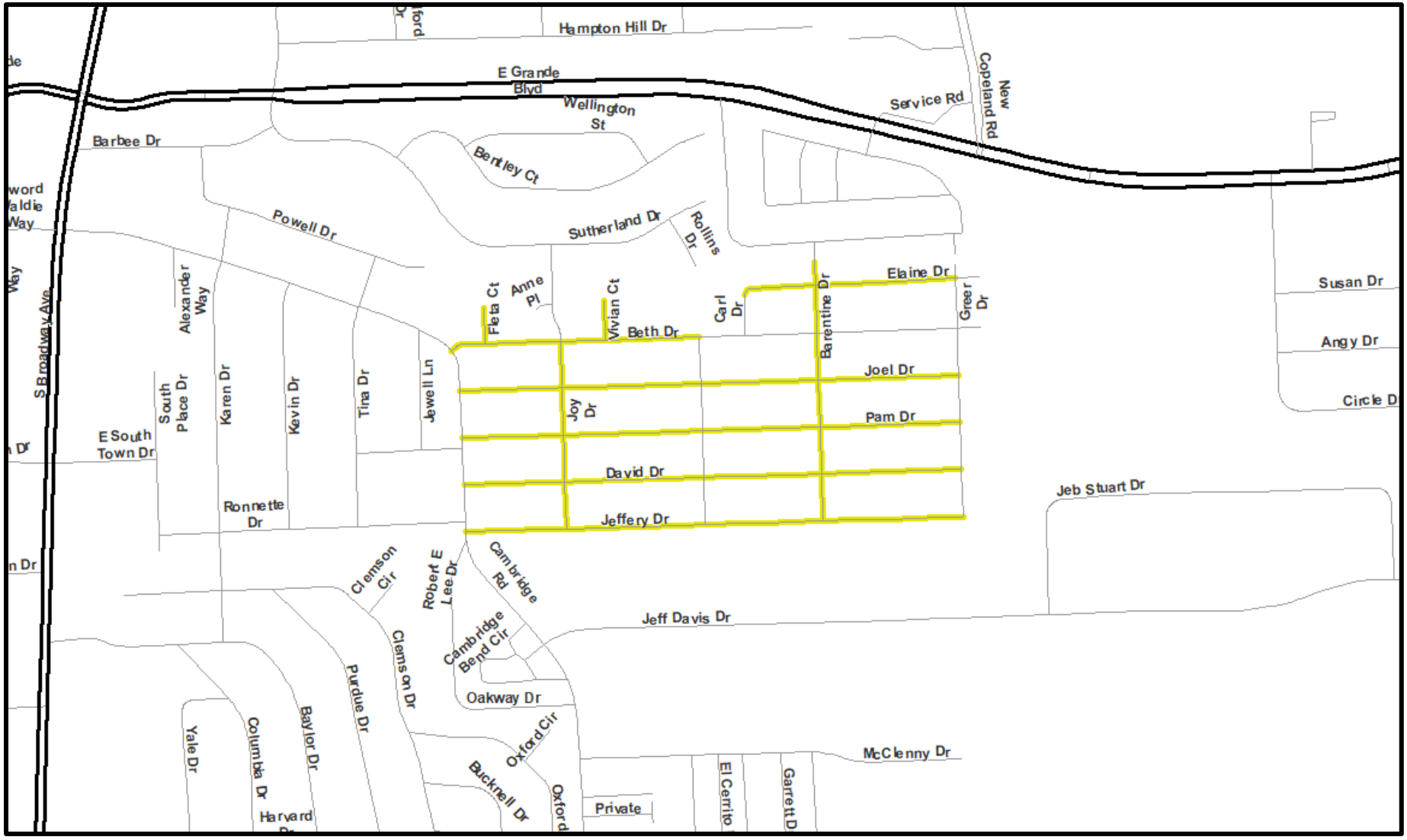
Darin Jennings, P.E., City Engineer

Edited/Submitted By:
City Manager

2024 Pressure Pave Streets

STREET	LIMITS FROM	LIMITS TO	2020 PCI
Beth Dr	Robert E Lee Dr	717 Beth Dr	62
Elaine Dr	Carl Dr	Dead End (Greer Dr)	49
Vivian Ct	Beth Dr	Cul de sac	54
Fleta Ct	Beth Dr	Cul de sac	56
Joy Dr	Beth Dr	Jeffrey Dr	66
Barentine Dr	Jeffrey Dr	David Dr	63
Joel Dr	Robert E Lee Dr	Barentine Dr + 340’	54
Pam Dr	Robert E Lee Dr	Greer Dr	63
David Dr	Robert E Lee Dr	Greer Dr	59
Jeffrey Dr	Robert E Lee Dr	Greer Dr	58

2024 Tyler Pressure Pave Project



DONELSON
Construction
Company,LLC

Ph: (417) 743-2694
Fax: (417) 743-2945
1075 Wise Hill Road, Clever, MO 65631

ESTIMATE

November 29, 2023

Various streets

Chuck Samson
City of Tyler
511 W. Locust St
Tyler, TX 75702

Donelson Construction Co., LLC is pleased to provide the following quote for the installation of our patented PressurePave®-Modified Aggregate Quick Set (MAQS®) Systems. The prices include all labor equipment, materials and traffic control. Marking removal & replacement and structural patching/reconstruction of pavement, shall be done by others.

The unit prices for the separate materials are as follows (per yd2):

MAQS-PressurePave®-	$1.40
MAQS®-2 Scratch	$7.40
MAQS®-2	$7.40

Beth Dr	**From:**	Robert E. Lee Dr	**To:**	717 Beth Dr	**Yd2:**	3,620
MAQS-PressurePave®-		$5,068.00				
MAQS®-2 Scratch		$1,605.80			Scratch yd2:	217
MAQS®-2		$26,788.00				
Total		**$33,461.80**				

Elaine Dr	**From:**	Carl Dr	**To:**	east end	**Yd2:**	4,138
MAQS-PressurePave®-		$5,793.20				
MAQS®-2 Scratch		$732.60			Scratch yd2:	99
MAQS®-2		$30,621.20				
Total		**$37,147.00**				

Vivian Cir	**From:**	Beth Dr	**To:**	north CDS	**Yd2:**	1,236
MAQS-PressurePave®-		$1,730.40				
MAQS®-2 Scratch		$0.00			Scratch yd2:	-
MAQS®-2		$9,146.40				
Total		**$10,876.80**				

Fleta Ct	**From:**	Beth Dr	**To:**	north CDS	**Yd2:**	1,167
MAQS-PressurePave®-		$1,633.80				
MAQS®-2 Scratch		$0.00			Scratch yd2:	-
MAQS®-2		$8,635.80				
Total		**$10,269.60**				

Joy Dr	**From:**	Beth Dr	**To:**	Jeffery Dr	**Yd2:**	2,859
MAQS-PressurePave®-		$4,002.60				
MAQS®-2 Scratch		$1,524.40			Scratch yd2:	206
MAQS®-2		$21,156.60				
Total		**$26,683.60**				

Barentine Dr	**From:**	Jeffery Dr	**To:**	David Dr	**Yd2:**	4,254
MAQS-PressurePave®-		$5,955.60				
MAQS®-2 Scratch		$333.00			Scratch yd2:	45
MAQS®-2		$31,479.60				
Total		**$37,768.20**				

Joel Dr	**From:**	Robert E. Lee Dr	**To:**	east end	**Yd2:**	7,523
MAQS-PressurePave®-		$10,532.20				
MAQS®-2 Scratch		$4,388.20			Scratch yd2:	593
MAQS®-2		$55,670.20				
Total		**$70,590.60**				

Pam Dr	**From:**	Robert E. Lee Dr	**To:**	Greer Dr	**Yd2:**	7,560
MAQS-PressurePave®-		$10,584.00				
MAQS®-2 Scratch		$3,774.00			Scratch yd2:	510
MAQS®-2		$55,944.00				
Total		**$70,302.00**				

David Dr	**From:**	Robert E. Lee Dr	**To:**	Greer Dr	**Yd2:**	8,955
MAQS-PressurePave®-		$12,537.00				
MAQS®-2 Scratch		$5,083.80			Scratch yd2:	687
MAQS®-2		$66,267.00				
Total		**$83,887.80**				

Jeffery Dr	**From:**	Robert E. Lee Dr	**To:**	@Greer Dr	**Yd2:**	8,826
MAQS-PressurePave®-		$12,356.40				
MAQS®-2 Scratch		$4,070.00			Scratch yd2:	550
MAQS®-2		$65,312.40				
Total		**$81,738.80**				

GRAND TOTAL: $462,726.20

Contengency Allowance: $25,000.00

Contract Amount: $487,726.20

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number: C-A-2

Date: February 14, 2024

Subject: Request that the City Council consider authorizing the City Manager to purchase (4) tractor trucks that can haul waste sludge for Waste Collection from Holt Truck Centers Tyler, Texas BuyBoard contract 687-222 for a purchase price for each truck of $173,300 less a trade in allowance for used truck of $74,700 leaving a purchase cost of $98,600.00 per truck. The total purchase is $394,400.00.

Page: Page 1 of

Item Reference:

The fleet replacement program budgets for departments to replace their vehicles on a regular schedule, particularly those with mileage and/or maintenance cost expectations. Waste Collection Sludge Trucks were on a buyback program through ET Mack, however ET Mack is unable to fulfill the buyback as agreed. Waste Collection and VES researched bids with City specified options through the various purchasing coops and recommends awarding Holt Truck Centers Tyler, Texas BuyBoard contract 687-222 for the purchase of (4) tractor trucks that can haul waste sludge for Waste Collection from Holt Truck Centers Tyler Texas BuyBoard contract 687-222 purchase price for each truck is $173,300 less a trade in allowance for each used truck of $74,700 leaving a purchase cost of $98,600.00 per truck. This is a total purchase is $394,400.00. The trucks will have a bumper to bumper 36-month warranty and a guaranteed trade in at the end of 3 years. These units have to be ordered now for FY2025 delivery.

Funds to purchase these units will need to be available in FY2025 VES replacement budget 640-0661-641-2604.

RECOMMENDATION:

It is recommended that City Council consider authorizing the City Manager to purchase (4) tractor trucks that can haul waste sludge for Waste Collection from Holt Truck Centers Tyler, Texas BuyBoard contract 687-222 for a purchase price for each truck of $173,300 less a trade in allowance for used truck of $74,700 leaving a purchase cost of $98,600.00 per truck. The total purchase is $394,400.00.

ATTACHMENTS:

Retail Order City of Tyler 2024 HX Sludge
City of Tyler HX 2025 Sludge Tractor Trade Allowence

Drafted/Recommended By:
Department Leader

Stan Stoffregen Fleet Manager

Edited/Submitted By:
City Manager

Retail Order For New and Used Vehicles

INVOICE 12082023

STOCK NO. TBD

DATE 14-Dec-2023

Holt Truck Centers

Transportation Services
5033 U.S. Hwy. 271 - P.O. Box 210
Tyler, Texas 75710 - (903) 597-9363

NAME City of Tyler PHONE: SS#:

ADDRESS	CITY	STATE	ZIP
410 West Oakwood Street	Tyler	TX	75702

YEAR	MAKE	MODEL	BODY	COLOR	LIC. NO.
2025	INTL	HX520	Day Cab	White	

VIN#	MILEAGE	DELIVERY DATE	SALESMAN
TBD	Exempt	ASAP	Chad

DESCRIPTION OR TRADE-IN

YEAR	2021
MAKE/MODEL	Mack Pinnacle P164T
VIN#	1M1PN4GY9MM007711
BODY	Day Cab
ALLOWANCE	74,700.00

SELLING PRICE	$ 173,000.00
F.E.T. if Applicable	N/A
Emissions Fee	N/A
Sales Tax (6.25%)	N/A
Local Make Ready	$ 250.00
Extended Warranties	N/A
License Fee	N/A
Title Fee	N/A
DOT Inspection	N/A
Doc Fee	$ 50.00
TOTAL	**$ 173,300.00**

The Dealer's Inventory Tax charge is intended to reimburse the dealer or ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the dealer to the county tax assessor-collector, is not a tax imposed on a consumer by the government, and is not required to be charged by the dealer to the consumer.

A documentary fee is not an official fee. A documentary fee is not required by law, but may be charged to buyers for handling documents relating to the sale. A documentary fee may not exceed a reasonable amount agreed to by the parties. This notice is required by law.

Deposit on Order		
Cash on Delivery		
Total Cash	**$ -**	
Trade-In	$ 74,700.00	
Less Payoff		
Net Allowance	**$ 74,700.00**	
Total Down Payment		**$ 74,700.00**
Unpaid Balance of Cash Price		**$ 98,600.00**

INSTRUCTIONS:

BANK:

ADDRESS:

ATTN: This proposal applies to 4 new HX units and 4 - 2021 Mac corresponding VIN#s
1M1PN4GY0MM007712, 1M1PN4GY8MM007716, 1M1PN4GYXMM007717

DISCLAIMER OF WARRANTIES

Any warranties on the products said hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either expressed or implied. Including any implied warranty of merchantability or fitness for a particular purpose, and the Seller neither assumes nor authorizes any other to assume for it any liability in connection with the sale of said products.

THIS ORDER IS NOT BINDING UNTIL ACCEPTED BY DEALER
Holt Truck Centers

PURCHASER'S

SIGNATURE _____ ACCEPTED _____

Tuesday, December 12, 2023

5033 US Hwy 271
Tyler, TX. 75708
903-597-9363 Main

Prepared for the City of Tyler

2021 Mack Pinnacle PI64T Tractors with vin numbers:

1M1PN4GY9MM007711
1M1PN4GY0MM007712
1M1PN4GY8MM007716
1M1PN4GYXMM007717

To go toward the purchase of new International HX day cab tractors,

Holt Truck Centers will offer $74,700.00 per truck as of October 2024 following Mack's 36-month depreciation schedule model. For every month after October 2024, we will depreciate the trade-in value for each truck $1,300.00 per month until the new trucks arrive.

Each truck traded in will be required to meet standard industry trade terms. A copy of said terms is attached.

Marc Grimes
Used Truck Sales Manager
Holt Truck Centers
903-312-4045 Cell
Marc.grimes@holttruckcenters.com

Tuesday, December 12, 2023

5033 US Hwy 271
Tyler, TX. 75708
903-597-9363 Main

New HX 520 Tractor Model Year 2025

Purchase Price: $162,200.00

12 MO. Depreciation @ $2,700.00 Per Month
Value: $129,800.00

24 MO Depreciation @ $1,100.00 Per Month
Value $116,600.00

36 MO Depreciation @ $1,200.00 Per Month
Value $102,200.00

Price includes all up-fit costs for installation of a wet kit and
Pinned 5th wheel.

Extended Warranty Price and Options

24 Month Bumper to Bumper, Extended Towing $3,900.00

36 Month Bumper to Bumper, Extended Towing, Ext Eng & Aftertreatment $10,800.00

Warranty package to be added to purchase price of trucks.

ENGINE / EMISSIONS / ELECTRICAL

Engine must be original engine produced in truck. Engine must operate at a minimum of 80% of the original manufacturer's rated horsepower after allowing for driveline losses as verified by a chassis dynamometer test.

Engine must be mechanically sound and within the manufacturer's specifications with regard to oil pressure, coolant temperature and pressure, and fuel and rail pressures. There must be no compression in the cooling system.

Blow-by will conform to the manufacturer's specifications for all applicable OEM's. Crankcase, manifold and fuel pressure must not exceed manufacturer's specs. All Electronic engines ECM must retain mileage and hour information and be cleared of all passwords prior to turn-in. additionally, original password must be provided prior to turn in.

All engines must be steamed cleaned. No fluid leaks on engine, accessory components, or drive train. Oil leaks are classified as (A) normal build up, (B) wet accumulation (C) drip. Classification (A) is acceptable, (B) & (C) type are not acceptable and need to be repaired or replaced.

All 2007 and newer EPA compliant trucks and engines must have a fully functional Particulate Filter capable of regeneration at normal factory intervals. Particulate filters must be cleaned or replaced within 10 K miles of turn in.

All emissions, including but not limited to, Diesel Particulate Filters, SCR Systems, EGR valves, EGR coolers, must function properly and pass industry test and inspection.

The engine air compressor must not exceed the manufacture's maximum tolerances for oil blow-by (oil blown into the air system).

Batteries, starter, alternator and other ignition system components must be in sound condition. Batteries must be original CCA rating, cases intact with no dead cells and capable of starting the truck unassisted.

Air conditioning compressor must be operational. System must be free from defect, and blow cold air.

DRIVETRAIN

Clutch, transmission and front and rear axles must be roadworthy and free form defects with no visible bends, cracks or fluid leaks. The clutch and clutch brake must be in adjustment or must be replaced if it cannot be adjusted to within acceptable tolerances. The driveline must be free of noise, vibration and excessive free-play in u-joints.

No wheel or pinion seals are to be leaking.

BRAKES

Brake linings on all axles must be at least 50% or min. ½" from wear mark.

Brake drums and / or disc brakes must be D.O.T. acceptable. Brake drums may not exceed manufacturer's stated maximum diameter (.120" over original diameter).

TIRES

Steer: Matched original casings. Minimum 12/32-inch tread depth (measured at the lowest point).
Drive: Identically matched block /lug type tread on all drive tires. Trailer tires are not allowed on any position, front or rear axles. Minimum 12/32-inch tread depth (measured at lowest point). Recaps are acceptable for the drive tires but they must be first-time caps (multi-run casings are not allowed, casings must not be over 7 years old).

Tires must have sound casings free of cuts, bulges or gouges and there must be no irregular tread wear (dishing, cupping, edging, feathered, etc.).

FRAME

Frame rails, cross-members, fifth wheel, cab mounts / supports, spring / air suspension hangers and other structural systems must be free from cracks, improper welds and defects, and excessive rust.

All pins and bushings must be free of play and within D.O.T. published tolerances.

Frames that have been stretched, improperly repaired, welded or otherwise altered are not acceptable.

CAB / SLEEPER / BODY

Paint and / or body damage must not exceed $250.00 total per unit including, but not limited to, the bumper, grill, fuel tanks, fairings, dents, rust damage, etc.

All decals, permits, unit numbers and other customer ID must be removed (including truck bodies) and done so in such a manner as to not damage the paint. Scratches to the paint as a result of the de-ID process will be considered paint damage as defined above.
All standard and optional equipment such as the radio and power accessories must be intact and fully operational. Auxiliary equipment (such as APU's and Smartstarts) must be mechanically sound and function as designed. If they have been removed, all alterations must be repaired to original equipment standards.
Upholstery must have no tears or open seams. Holes (burns, punctures, etc.) through the fabric (padding exposed) must be repaired or replaced.
There must be no scratched, broken, chipped, or cracked glass (windshield, windows or mirrors), and no "bulls-eyes". Glass may be repaired ILO replaced if the repair is not visible to the naked eye.
Dash panel and interior trim pieces must not be missing and must be free from holes, cracks and breaks.
All instruments, gauges and control panels must be in operation condition with no missing knobs or switches and no broken glass.
All attached body equipment with hydraulic components must be in good working order and free of fluid leaks. (cylinder, fittings, etc.)

GENERAL

Glider Kits and reconstructed unit(s) must be identified on the appraisal form and will be valued accordingly.
Any unit that has been wrecked must be declared at the onset of the return process and any wreck damage is subject to reappraisal.
Units must pass Federal D.O.T. inspection and be able to go into service without repair.
All units will be turned in as appraised.
We reserve the right to reject any unit(s) that has/have not been repaired in accordance with acceptable standards of workmanship.
Van and truck bodies that are not the same year model as their chassis must be specifically identified.
Refrigerated units need to be identified by manufacturer, year, model and hours of usage.
Vehicles must have a minimum of thirty (30) gallons of fuel at the time they are surrendered to the designated turn-in location.

DOCUMENTS & RECORDS

Transferor (owner) must certify that to the best of their knowledge, the odometer reading on the vehicles accurately reflect the actual miles for each unit unless otherwise noted and properly documented.
Payment for the vehicles will not be made until clear titles / ownerships, free and clear of all liens and encumbrances are received.
A current Federal Annual Inspection sticker must be on each unit at time of trade.
A current State Inspection sticker (if applicable) must be on the unit at time of sale.

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number: C-A-3

Date: February 14, 2024

Subject: Request that the City Council consider authorizing the City Manager to execute a contract in the amount of $69,100 for professional facilitation services with The Management Connection for the High Achieving Leaders (HAL) Development Program to occur in calendar year 2024.

Page: Page 1 of

Item Reference:

The Management Connection, Inc. (TMC) will provide Professional Facilitation services and facilitative support to The City of Tyler in the High Achieving Leader Development Program through December 2024.

TMC will provide certified professional facilitation on the six principles of High Achieving Leaders, based on Jay Hall's validated "High Achieving Leaders" study. As a facilitator, TMC is considered a sole-source vendor.

Funding: budgeted funds from 101-0110-412-0408

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to execute a contract in the amount of $69,100 for professional facilitation services with The Management Connection for the High Achieving Leaders (HAL) Development Program to occur in calendar year 2024.

ATTACHMENTS:

Work Plan 3257 - High Achieving Leaders Class of 2024
Invoice 3257A - High Achieving Leaders Class of 2024

Drafted/Recommended By:
Department Leader

Edward Broussard, City Manager

Edited/Submitted By:

City Manager

November 3rd, 2023

The Management Connection, Inc.
4444 Carter Creek Parkway, Suite 110
Bryan, TX 77802
tmc@profacilitator.com
www.profacilitator.com

Ed Broussard
City Manager
City of Tyler
212 N. Bonner Ave.
Tyler, TX 75702

Dear Mr. Broussard,

"The Eye of the Hurricane" represents our Professional Facilitation Model and is most notably found represented as our logo icon. The "eye" is the calm and guide within the chaotic storm. When faced with a constant bombardment of challenges and competing interests, any person or organization may feel like they are whirling in chaos. Focused leadership at all levels creates "The Eye of the Hurricane" within an organization. TMC's Professional Facilitation Model guides in developing or strengthening "The Eye of the Hurricane" in your organization.

TMC requires participants to acknowledge their responsibility in ensuring they achieve their expectations. This commitment is broken down into four categories which encompass our Facilitation Principles. (1) Personal Value: Value the person for their willingness to contribute. (2) Personal Contribution: Contribute your best for the benefit of the group. (3) Personal Investment: Take the Best from the group and learn from it. (4) Personal Accountability: Choose to be successful.

We would like to thank you for choosing TMC as your professional facilitation firm. The following documents include the Work Plan and Invoice for Professional Facilitation of the High Achieving Leaders Development Process (#4). We appreciate the opportunity to work with you and the City of Tyler.

Committed to your leadership,



Joe M. Gonzalez
Chief Executive Officer

Work Plan #3257

HIGH ACHIEVING LEADERS PROCESS

Area	Today's Date	Target Date	Date Achieved
High Achieving Leaders Class of 2024	November 3rd, 2023	January 2025	

Goal Statement: A descriptive statement of the DESIRED OUTCOME.
(a S.M.A.R.T. Goal is Specific, Measurable, Actionable, Responsible and Time-bound)

The Management Connection, Inc. (TMC) will provide Professional Facilitation services and facilitative support to The City of Tyler in the High Achieving Leaders process through January 2025.

This is a year-long process. Full Day Conferences will be held at Table Thoughts Café in Bryan, TX and other components will be held virtually via Zoom.

Stakeholder Benefits from Achieving This Goal

- Participants will understand the principles behind scientifically validated behavioral characteristics of "High Achieving Leaders" and become equipped to model these behaviors.
- Participants will gain in-depth self-awareness enabling them to make informed choices and actively engage in focused development.
- Participants will create a Personal Leadership Development Plan.
- Participants will learn how to understand the connection between knowledge of personality traits and increased effectiveness in leadership and teamwork.

Process Overview

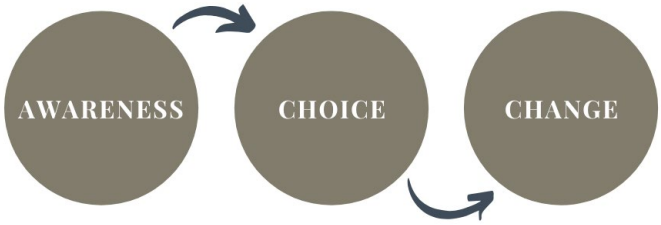
Certified Professional Facilitation of the six principles of High Achieving Leaders, based on Jay Hall's validated "High Achieving Leaders" study.

HIGH ACHIEVING LEADERS

Who is the High Achieving Leader?



Principle 1: Leadership Values	*Discover how High Achieving Leaders "see" and value human potential* ➢ Beliefs about people drive our behavior and thus become self-fulfilling prophecies ➢ Learn how McGregor's classic "Theory X – Theory Y" and Brunswik's "Lens" demonstrate beliefs about human potential ➢ Guided interactions reveal with startling clarity how leaders' values work for or against them ➢ Harwood Case Study
Principle 2: Employee Involvement	*Discover how High Achieving Leaders engage employees' desire for participation* ➢ Do our leadership practices expand employee involvement? ➢ Discover practices that cause employees to want to get involved in meaningful and productive ways, while improving quality and performance
Principle 3: Communication	*Discover how High Achieving Leaders create balanced connections through communication* ➢ Principle reveals how the dynamics of interpersonal communication make the work climate more productive ➢ Analyze your personal communication practices and rediscover their impact ➢ The Luft-Ingram Model (Johari Window) gives you a proven framework for understanding and applying these experiences
Principle 4: Motivation	*Discover how High Achieving Leaders maximize performance by harnessing the motivational process* ➢ Diagnose motivational symptoms in your team ➢ Articulate what you believe about the motivation driving your employees ➢ Reconcile beliefs with reality ➢ Learn to align your leadership practices with the "real motivators"
Principle 5: Empowerment	*Discover how High Achieving Leaders use and share power to energize organizational performance* ➢ Explore how you feel about power and your use of personal power as a leader ➢ Learn how power issues deeply impact your organization – your employees' commitment and their work mission
Principle 6: Leadership Style	*Discover the leadership style of High Achieving Leaders* ➢ Discover your predominant leadership style ➢ Analyze the strengths and weaknesses of various leadership styles and their appropriateness ➢ Discover leadership style aspects within the classic models of human dynamics ➢ Forge a personal framework for making the best leadership style choices ➢ Synthesize what was learned in prior principles into an overall leadership style

One-on-ones	➢ Each participant will have a one-on-one with a Professional Facilitator after Principle 2, Principle 4, and Principle 6. ➢ The months set aside for One-On-Ones are designed to create time and space for the participants to reflect on and apply the concepts from the previous Principles. ➢ During their one-on-one, participants will have an opportunity to ask key questions about the content and application of the Principles, discuss the progress of their goals, and create accountability for their insights and participation throughout the process.
Insight Tools for Awareness: DISC 4D Report and Leadership Report	PURPOSE: Awareness is always the necessary first step on the path to change.  ➢ The DISC 4D Report and Leadership Report will directly support the principles and concepts within the High Achieving Leaders process, as participants gain insight and awareness of their leadership. This awareness enables participants to make informed choices and actively engage in focused development. ADMINISTRATION SERVICES: ➢ Administration of the DISC 4D Report and Leadership Report o Set up electronic links for each participant o Monitor completion o Process reports o Create DISC and Goal Setting Toolkits FACILITATION SERVICES: ➢ Leadership Goal Setting Conference o One-on-one conference with each participant to identify strengths and areas of development within their leadership based on DISC 4D Report and Leadership Report. o Participants establish their goal statement for their personal goal for the process. ➢ Participants are given the Goal Setting Toolkit to utilize and reference throughout the process.
Process Deliverables	➢ DISC 4D Report and Leadership Report ➢ DISC Insight Analysis/Leadership Goal Setting Conference ➢ (6) High Achieving Leaders Assessments (Principles 1-6) ➢ High Achieving Leaders Plan of Action

Action Steps (List the specific actions you will take to achieve this goal)	Target Date	Who	Percentage Completion
1. Participants selected for the Class of 2024 High Achieving Leadership Development Process		City of Tyler	
2. Material Preparation for the High Achieving Leadership 2024 Process		TMC	
3. Assessment Administration a. HAL participants will complete the DISC 4D Report b. TMC will prepare DISC 4D Reports and Toolkits	January 2024	TMC & Participants	
Orientation			
4. Conference: Orientation a. Purpose and Desired Outcome i. What is a High Achieving Leader? ii. Choosing the "Developer" Style of Leadership iii. Review of Schedule and Logistics iv. TMC's Role and Expectations b. DISC Insights Conference	Zoom Meeting February 12th 9:00am – 12:00pm	TMC & Participants	
5. Conference: Tools for a Successful Process a. Team Goal b. Facilitation Principles c. "Insight" Mindset	Table Thoughts Cafe February 26th 10:00am – 3:00pm	TMC & Participants	
Principle 1 – Leadership Values			
6. Self-Assessment a. TMC will distribute assessments to participants and participants will score and review their assessments.	Week 1	Participants	
7. Half Day Conference a. Principles and Concepts	Zoom Meeting March 11th 9:00am – 12:00pm	TMC & Participants	
8. Goal Setting	Week 3	Participants	

9. Full Day Conference a. Application and Accountability	Table Thoughts Cafe March 25th 10:00am – 3:00pm	TMC & Participants	
Case Study & DISC Overview			
10. Half Day Conference a. DISC Overview	Zoom Meeting April 8th 9:00am – 12:00pm	TMC & Participants	
11. Full Day Conference a. Complete case study assessment b. Principles and Concepts	Table Thoughts Cafe April 22nd 10:00am – 3:00pm	TMC & Participants	
One-On-Ones			
12. One-on-Ones a. DISC 4D Report b. Leadership Report c. Personal Goal d. Goal Setting Toolkit	May 2024	TMC & Participants	
Principle 2 – Employee Involvement			
13. Self-Assessment a. TMC will distribute assessments to participants and participants will score and review their assessments.	Week 1	Participants	
14. Half Day Conference a. Principles and Concepts	Zoom Meeting June 10th 9:00am – 12:00pm	TMC & Participants	
15. Goal Setting	Week 3	Participants	
16. Full Day Conference a. Application and Accountability	Table Thoughts Cafe June 24th 10:00am – 3:00pm	TMC & Participants	
Principle 3 – Communication			
17. Self-Assessment a. TMC will distribute assessments to participants and participants will score and review their assessments.	Week 1	Participants	
18. Half Day Conference a. Principles and Concepts	Zoom Meeting July 8th 9:00am – 12:00pm	TMC & Participants	
19. Goal Setting	Week 3	Participants	

20. Full Day Conference a. Application and Accountability	Table Thoughts Cafe July 22nd 10:00am – 3:00pm	TMC & Participants	
One-On-Ones			
21. One-on-Ones a. Goal Accountability	August 2024	TMC & Participants	
Mid Process Review			
22. Full Day Conference a. Collective Demonstration of Understanding Principles 1 – 3	Table Thoughts Cafe September 9th 10:00am – 3:00pm	TMC & Participants	
Principle 4 – Motivation			
23. Self-Assessment a. TMC will distribute assessments to participants and participants will score and review their assessments.	Week 1	Participants	
24. Half Day Conference a. Principles and Concepts	Zoom Meeting September 23rd 9:00am – 12:00pm	TMC & Participants	
25. Goal Setting	Week 3	Participants	
26. Full Day Conference a. Application and Accountability	Table Thoughts Cafe October 14th 10:00am – 3:00pm	TMC & Participants	
Principle 5 – Empowerment			
27. Self-Assessment a. TMC will distribute assessments to participants and participants will score and review their assessments.	Week 1	Participants	
28. Half Day Conference a. Principles and Concepts	Zoom Meeting October 28th 9:00am – 12:00pm	TMC & Participants	
29. Goal Setting	Week 3	Participants	
30. Full Day Conference a. Application and Accountability	Table Thoughts Cafe November 11th 10:00am – 3:00pm	TMC & Participants	

Principle 6 – Leadership Style			
31. Self-Assessment a. TMC will distribute assessments to participants and participants will score and review their assessments.	Week 1	Participants	
32. Half Day Conference a. Principles and Concepts	Zoom Meeting November 25th 9:00am – 12:00pm	TMC & Participants	
33. Goal Setting	Week 3	Participants	
34. Full Day Conference a. Application and Accountability	Table Thoughts Cafe December 9th 10:00am – 3:00pm	TMC & Participants	
One-On-Ones			
35. One-On-Ones	January 2025	TMC & Participants	
Final Presentation			
36. Final Presentation	January 2025	TMC, Participants, City Manager, & Tyler Leadership Team	

The Management Connection, Inc.
PROFESSIONAL FACILITATION

Invoice #3257A

January 3, 2024

Ed Broussard
City Manager
City of Tyler
212 N. Bonner Ave.
Tyler, TX 75702

RE: **High Achieving Leaders Process – Class of 2024**

Thank you for choosing The Management Connection, Inc. (TMC) as your professional facilitation firm. This is an Invoice for professional facilitation of the High Achieving Leaders Process. We appreciate the opportunity to work with you and the City of Tyler.

INVESTMENT

Professional Facilitation $57,600.00
Materials.....$11,500.00

- 4D DISC Reports
- Leadership Reports
- Models for Management Assessment Sets (Modules 1-6)
- High Achieving Leaders Action Plans

Total.....$69,100.00

PAYMENT I (DUE AND PAYABLE UPON RECEIPT).....$15,100.00

Please make check payable to:

The Management Connection, Inc.
4444 Carter Creek Parkway, Suite 110
Bryan, Texas 77802
EIN: 06-1685067

We appreciate our relationship with you and the City of Tyler and look forward to each opportunity to serve as your professional facilitators.

Committed to your leadership,



Joe M. Gonzalez,
Chief Executive Officer

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number: C-A-4

Date: February 14, 2024

Subject: Request that the City Council consider authorizing the City Manager to purchase two (2) pull-behind blower units from the lowest bidder, Turf and Soil Management for a total cost of $20,503.86.

Page: Page 1 of

Item Reference:

The fleet replacement program budgets for departments to replace their vehicles on a regular schedule, particularly those with mileage and/or maintenance cost expectations. After meeting with the Parks Department staff, it was determined they needed to replace unit 18531 due to engine seized. It was also determined that Faulkner Park also needs a unit to blow the trails off. After discussing specifications, Vehicle Services reached out to Turf and Soil Management, Professional Turf, and Tyler Power Equipment. The results are below.

Turf and Soil Management - $10,251.93 each total cost $20,503.86
Professional Turf - $10,995.90 each
Tyler power and equipment $10,927.00 each

Funds are available in VES Fund 640-0661-641-2604

RECOMMENDATION:
It is recommended that the City Council consider authorizing the City Manager to purchase two (2) pull-behind blower units from the lowest bidder, Turf and Soil Management, one for the Rose Garden and one for Faulkner Park. The cost per unit is $10,251.93 for a total cost of $20,503.86.

ATTACHMENTS:
Blower bids

Drafted/Recommended By:
Department Leader

Stan Stoffregen Fleet manager

Edited/Submitted By:
City Manager

Equipment Quotation

Invoice to:

City of Tyler
Deb Schreck
315 N. Broadway
Tyler, TX 75702
903-531-1321

Ship to:

City of Tyler
Deb Schreck
315 N. Broadway
Tyler, TX 75702
dschreck@tylertexas.com

Date: 12/19/2023

Turf and Soil Management, LLC
4531 South I-35W
Alvarado, Texas 76009
(817)854-1210
www.turfandsoil.net

Robert Nichols
Director of Field Services
T&S Management, LLC
214-728-8755
robert@turfandsoil.net

18531

Quote pricing is valid for 30 days.

Qty	Manufacturer	Model	Description	PCA Price	Total
1	**BUFFALO TURBINE**	**BT-CKB6**	Cyclone KB6 Debris Blower with Heavy Duty Air Cleaner, Maintenance Meter, ECH749-3135 Kohler Engine and Wireless Remote w/throttle and Auto Nozzle Postion System EPA Certified	$9,651.93	$9,651.93
1			Destination, Dealer Prep, and Product Onboarding Fees		$600.00

Sub Total	**$10,251.93**
Sales Tax 8.25%	**EXEMPT**
Total	**$10,251.93**

F.O.B. Destination

Pricing: PCA CONTRACT# OD-395-23

Taxes: Price Includes Applicable Sales/Use Taxes

Delivery: 10 Days ARO

Warranty: Manufacturers' Stated

Terms: Net 30 Days

Customer Acceptance

Name

Title

Date

Professional Turf Products, L.P.
1010 North Industrial Blvd.
Euless, Texas 76039
Carl Johnson
(903) 376-4513
johnsonc@proturf.com

Ship To	City Of Tyler - Parks Dept.	Date:	12/14/2023
Bill To	BUYBOARD (CONTRACT # 706-23) - Credit Cards Not Accepte	Tax Rate	
Contact	Deb Schrick	Destination	Included
Address	P.O. Box 2039, Tyler, TX 75710	Trade-In	
		Finance	
Phone	903-531-1323	Account Type	Contract
Email	dschreck@tylertexas.com	QMS: ID	147836
Comments:	Quote for New Toro Pro Force Debris Blower with destination inluded. Tax Exempt.		

Proposal

Qty	Model #	Description	Selling Price
1	44552	Pro Force Debris Blower **Pro Force Debris Blower**	**10,995.90**

SubTotal	**$**	**10,995.90**
Destination		**Included**
Tax (Exempt)	**$**	**-**
TOTAL	**$**	**10,995.90**

Comments:

For all New Equipment, Demo units may be available for up to 20% savings.
For all New Equipment, Refurbished units may be available for up to 40% savings.
Due to unexpected issues with much of our supply chain, we are experiencing longer lead times than we have seen in the past. We are doing everything we can to get products to you as quickly as possible.

Terms & Conditions:
1. Prices & Finance Rates are subject to change at any time. Monthly Payments are Estimates based on Prices & Rates when quoted.
2. Due to the volatility of inflation, rising transportation costs, and supply shortages, some orders may incur additional cost increases that are beyond the control of PTP and the vendors we represent. These pricing adjustments may be made from the time the order is entered through equipment delivery. Any adjustments will be communicated to customers with orders in the system with a new sale price as they occur.
3. Order cancellations are subject to fees up to 10% of the original order value.
4. Equipment delivery time is estimated once credit is approved & documents are executed & is contingent on Manufacturer availability.
5. Payments by Credit Card are subject to convenience fee.
6. Used and Demo equipment is in high demand and availability is subject to change.
A. Upon firm customer commitment to purchase & credit is approved, said equipment availability will be determined.
B. In the event equipment is unavailable at time of order, PTP will employ every resource to secure an acceptable substitute.
C. PTP strongly advises the customer to issue a firm PO as quickly as possible after acceptance of quotation.
7. "Trade In Allowances" will be treated as a credit for future parts purchases on PTP account unless other arrangements have been made.

Returns Policy:
1. All returns & Canceled PO's are subject to restocking, refurbishing, usage, and shipping fees.
2. All returns must be able to be sold as new.
3. Items missing parts are non returnable.

Payment:
1. Terms are net 10 unless prior arrangements have been made.
2. Quoted prices are subject to credit approval.
A. PTP will work with third party financial institutions to secure leases when requested to do so.

Confidential Property of Professional Turf Products

Tyler Power Equipment
1820 N NW LOOP 323
TYLER, TX 75702
P 903-630-7062 F 903-630-7064

SOLD TO:
CITY OF -TYLER 410 W OAKWOOD TYLER, TX 75702

SHIP TO:
CITY OF -TYLER 410 W OAKWOOD TYLER, TX 75702

Terminal: 11

Tax Exempt # 17560006979

No returns without a receipt.
No returns on special order or electrical parts.
There is a 20% restocking fee on all returns.

Shipped VIA: WALK IN

Time: 08:35

ACCOUNT	DATE	INVOICE	SALESMAN	STORE	P/O NUMBER	SPECIAL INFORMATION
2179	12/13/23	92400	002/002	1		

ORD	SHIP	B/O	LINE	PART NUMBER	DESCRIPTION	LIST	NET	AMOUNT
1	1		SCQ	WS23-37BVEFI	WIND STORM		10927.00	10927.00

QUOTE ONLY

SUB TOTAL	10927.00
MISC	0.00
LABOR	0.00
Tax: 8.250	0.00
DOWN PAYMENT	
INVOICE TOTAL	10927.00

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number: C-A-5

Date: February 14, 2024

Subject: Request that the City Council consider authorizing the City Manager to purchase fifteen (15) Chevrolet Tahoe Police Pursuit Vehicles (PPV) for the Police Department from Tyler Motor Company / Hall Chevrolet for $55,000.00 per unit for a total purchase of $825,000.00.

Page: Page 1 of

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. Vehicle Services placed a bid for 15 Chevrolet Tahoe PPV bid packet 24-007. Bid 24-007 was opened on 1/25/2024 and only one vendor responded. The City of Tyler was awarded an allotment of fifteen (15) Chevrolet Tahoe PPV units from the GM National Sales team through Tyler Motor Company at a cost of $55,000.00 per unit. The total purchase cost for these units will be $825.000.00.

Funds for this purchase are in the replacement fund 640-0661-641-2604.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to purchase fifteen (15) Chevrolet Tahoe Police Pursuit Vehicles (PPV) for the Police Department from Tyler Motor Company / Hall Chevrolet for $55,000.00 per unit for a total purchase of $825,000.00.

ATTACHMENTS:

bid 24-007 bid packet

Drafted/Recommended By:
Department Leader

Stan Stoffregen Fleet Manager

Edited/Submitted By:
City Manager

Purchasing Department
Bid "As Read Results"

Council 2/14/24

City of Tyler Bid No. / Description: 24-007 Purchase (15) New CYM Tahoe Police Patrol Unit w/ No Upfit. Vehicle Only. Bidder must have guaranteed allotment with guaranteed delivery. VES/ D. Schreck

$5,000 ea
$495,000

Date Opened: January 25, 2024

	Vendor	Vendor	Vendor	Vendor	Vendor
	Tyler Motor Company Hall Chevrolet GMC				
Unit Cost					
Total	$25,000.00				
Bid Bond					
Addenda					
Base Bid					
Alternate 1					
Alternate 2					
Alternate 3					
Base Bid + Alternates					

Purchasing Personnel in attendance:

Sherry Pettit, Purchasing Manager

Signature: Sherry Pettit

Gary Durham or Gina Elzea, Purchasing Agent

Signature:

Form #	Work Instruction # Form #	Originating Date	Revision Date	Revision #
PURF003	PURWI001	6/1/2012		

REQUEST FOR QUOTATION

THIS IS NOT AN ORDER

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

Telephone: (903) 531-1232

01/12/24
DATE MAILED

Quote No: 24-007
(Number must appear on ALL correspondence)

Closing Time: 2:00 PM

Closing Date: 1/25/24

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

INSTRUCTIONS:
1. Keep duplicate copy of proposal for your files.
2. Federal Excise Taxes are exempted, also Federal Transportation Tax, State Tax, and City Sales Tax.
3. Return this form at once if unable to quote.
4. Specify Trade name or brand in space.

Please quote as per instructions indicated below for the articles described. Quotes must be submitted on City of Tyler forms to be considered. All items or services called for must be in strict accordance with all of the requirements and specifications attached hereto or furnished upon request.

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 2:00pm on 1/25/24 and opened by City Staff in the City Council Chambers @ 212 North Bonner, City Hall, 2nd Floor @ 2:00pm on 1/25/24.

Purchase (15) new current year model Tahoe Police Patrol units. No upfit. See full specifications for details.

QUOTE IDENTIFICATION:
Quote number, closing time, date, and item requested must appear on outside of envelope in lower left-hand corner.
DATA SHEETS:
All bidders must complete each specification data sheet in spaces provided on each item that is bid as well as all information requested on the price data sheet. Said price, data and specifications sheet is hereby made a part of this quotation.

DELIVERY:
Delivery must be stated in your quote on the data sheet as the number of calendar days from date of order.

The City of Tyler reserves the right to reject any and/or all bids and to waive any and/or all formalities and to award purchase total amount, partial amount or individual item basis.

In submitting the above, the vendor agrees that acceptance by the City of Tyler within a reasonable period constitutes a binding agreement.

In submitting the above request and attached bid to the City of Tyler, I hereby certify that we have not participated in nor been a party to any collusion, price fixing or any other agreements with any company, firm, or person concerning the pricing of the enclosed quotation.

Due upon delivery.
INVOICING TERMS

Tyler Motor Company / dba Hall
COMPANY NAME

1/16/2024
DATE

Sean McSpedden
AUTHORIZED REPRESENTATIVE (print)

SIGNATURE

TERMS AND CONDITIONS

Quotations are requested for furnishing the items described herein in accordance with the terms set forth. **ALL QUOTATIONS MUST BE F.O.B. DESTINATION** and include the cost of boxing and cartage to the delivery point as stated on this form.

In the case of default, the City of Tyler, Texas reserves the right to hold the original bidder or contractor liable for any and all resultant increased costs.

Samples, if requested by the City of Tyler, must be furnished at the bidder's expense, and if not destroyed in testing or retained as a standard, will be returned on the same terms, if requested by the bidder.

Quotes may be withdrawn on written or telegraphic request received from bidders prior to the time set for opening. Negligence on the part of the responder in preparing the proposal confers no right for the withdrawal of the proposal after the hour fixed for the opening.

Any oral statement by any representative of the City, modifying or changing any conditions of this contract, is an expression of opinion only and confers no right upon the seller.

All discounts, if applicable, shall be shown in discount amount space provided on data sheets - **EXCEPT IN TERMS FOR PROMPT PAYMENT.**

For proper identification, proposal number, closing time, date, and item requested must appear on outside of envelope in lower left hand corner.

If delay in delivery as specified on the purchase order is foreseen, supplier shall give written notice to Purchasing Office immediately. The City has the right to extend the delivery date if reasons appear valid. Supplier must keep the City advised at all times of the status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the City of Tyler to purchase material elsewhere and charge full increase in cost and handling to the defaulting supplier and could also be reason for cancellation of the Purchase Order (at no expense to the City if the City of Tyler deems it necessary).

Any quote submitted on a public works project shall comply with the additional requirements and conditions attached hereto as well as the terms and conditions stated herein.

Certificate of Interested Parties:
In accordance with Texas Government Code Sec. 2252.908, for certain contracts entered into on or after January 1, 2016, the successful bidder must submit a ***Certificate of Interested Parties*** (Form 1295) at the time the signed contract is submitted to the **CITY** The law applies (with a few exceptions) only to a City contract between a business entity and a governmental entity or state agency that either (1) requires an action or vote by the City Council before the contract may be signed or (2) has a value of at least $1 million.

The ***Certificate of Interested Parties*** (Form 1295) must be filed electronically with the Texas Ethics Commission using the online filing application located at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

If you need additional information about the Certificate of Interested Parties Form 1295 Procedure, contact Purchasing at (903) 531-1232.

PRICE, DATA, AND SPECIFICATION SHEET

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

Telephone: (903) 531-1232

DATE:1/12/23

BID # / PROPOSAL # 24-007

CLOSING TIME: 2:00 pm
CLOSING DATE: 1/25/24

PROPOSERS MUST COMPLETE THIS SECTION

ITEM NO.	QUANTITY	DESCRIPTION	BRAND	UNIT PRICE	TOTAL NET PRICE
1	15	Fifteen (15) new current year model tahoe police patrol units. No Upfit. Vehicle only. These must be guaranteed allotment with guaranteed delivery See specifications below	CHEVROLET TAHOE POLICE PURSUIT VEHICLE	$55,000	$825,000.00
		GUARANTEED ALLOCATION !			
		9 to be delivered in April, 2024			
		6 to be delivered JUNE, (or after) 2024			

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

CITY OF TYLER SPECIFICATIONS FOR LINE ITEM 1

Possible up to fifteen (15) new current year model Tahoe police patrol units (vehicle only) no upfit

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

Police Patrol Vehicle	Chevy Tahoe	
	V8 gas engine	INC
	Inoperable rear doors	INC
Automatic transmission	Four - wheel drive	INC
	transmission oil cooler if available	INC
Steering	power steering	INC
Brakes	four-wheel disk with anti – lock with city brake package	INC
Air Conditioning	factory ac and heat mandatory rear air if available	INC
Charging system	factory installed battery and alternator	INC
Body exterior	exterior color white	INC
	Front recovery hooks	INC
	Spare tire and wheel	INC
	dual power mirrors	INC
	Front and rear license plate bracket	INC
	AM/FM radio blue tooth	INC
	power door locks and windows and power seats	INC
	legally tinted windows	INC
	Rear backup camera blue tooth	INC
	Auxillary red white interior dome light	INC
	Delete 20% center	INC
	Pre drilled holes for taillight led lights	INC
Warranty	Factory plus 5-year extended warranty or 150,000 miles	INC
4 Extra keys	4 key fobs total all keyed alike	INC
Total Vehicle	EACH $55,000.00	

Purchasing Department
Bid Opening List

Bid Openings

Date: January 25, 2024

Bid Number / Description

1. 24-007 Purchase (15) New CYM Tahoe Police Patrol Unit w/ No Upfit. Vehicle Only. Bidder must have guaranteed allotment with guaranteed delivery. VES / D. Schreck

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number: C-A-6

Date: February 14, 2024

Subject: Request that the City Council consider adopting a Resolution calling an election for May 4, 2024, to fill the offices of the Mayor-at-Large and the Tyler City Council Members for Single Member District Numbers 2, 4 and 6 on the Tyler City Council, and calling for a joint election with Smith County.

Page: Page 1 of

Item Reference: City Charter and Texas Election Code

In order to comply with the City Charter and Texas Election Code, it is essential that the City Council consider adopting a Resolution calling an election for the first Saturday in May, being May 4, 2024, to elect the Mayor at Large and Tyler City Council Members for Single Member Districts Numbers 2, 4 and 6. The terms of the following Council Members will expire in May 2024:

Mayor at Large – Donald P Warren
Number 2, West District – Broderick McGee
Number 4, North East – James Wynne
Number 6, South District – Brad Curtis

It is proposed that this election be held jointly with Smith County. The City of Tyler cost estimate for the May 4, 2024 election is as follows:

EV/ED Locations-Workers/Location Rental/Supplies	$ 4,969.08
Central Count and Ballot Board-Workers	
Publications of Notice of Election & L&A	$ 90.00
ES&S Invoices	$ 2,496.88
Absentee Ballots	$ 1,152.48
Equipment Delivery	$ 518.75
Rental of Election Equipment	$2,779.44
Subtotal	$12,006.63
Admin Fee	$ 1,200.66
Total	$13,207.29

NOTE: This is only an estimate and in no way reflects the actual cost of conducting the election.

RECOMMENDATION:

Request that the City Council consider adopting a Resolution calling an election for May 4, 2024, to fill the offices of the Mayor,-at- Large and the Tyler City Council Members for Single Member District Numbers 2, 4 and 6 on the Tyler City Council, and calling for a joint election with Smith County.

ATTACHMENTS:

ORDER OF ELECTION FOR CITY OF TYLER MAY 4, 2024

Drafted/Recommended By:
Department Leader

Cassandra Brager, City Clerk

Edited/Submitted By:
City Manager

RESOLUTION NO. R-2024-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, ORDERING AN ELECTION TO BE HELD IN THE CITY OF TYLER ON THE 4TH DAY OF MAY, 2024, FOR THE PURPOSE OF ELECTING A MAYOR, AT LARGE AND TYLER CITY COUNCIL MEMBERS FOR SINGLE MEMBER DISTRICT NUMBERS 2, 4 AND 6 ON THE TYLER CITY COUNCIL; MAKING PROVISIONS FOR THE CONDUCT OF A JOINT ELECTION AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO SUCH ELECTION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, it is now necessary to hold an election to fill expiring terms of the Mayor and Tyler City Council Members for Single Member Districts 2, 4 and 6, and such election is required by law to be held the first Saturday in May;

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

PART 1: That an election be, and the same is hereby ordered to be held within the jurisdiction of the City of Tyler, Texas on the 4th day of May, 2024, pursuant to the laws of the State of Texas and the Charter of the City of Tyler, Texas. Such election shall be held for the purpose of electing a Mayor, at Large and three Tyler City Council Members to fill the Places Number 2, West District; Number 4, Northeast District; and Number 6, South District, for full two year terms on the Tyler City Council.

PART 2: It is agreed that the City of Tyler, and Smith County will hold a joint election where common polling places are possible and that in accordance with Chapter 271 of the Texas Election Code, the election herein ordered shall be held as a joint election with Smith County and a single ballot shall be utilized for the candidates to be voted on at such joint election. The joint election, including early voting, shall be conducted by the County Election Administrator, as set out in a contract with said official, and in accordance with Section 31.091 through 31.100, Contract for Election Services.

PART 3: That said election shall be held and conducted in the manner and within the hours prescribed for general elections by the laws of the State of Texas insofar as they may be applicable, and all persons qualified to vote in said City under the laws of this State regulating general elections shall be allowed to vote.

PART 4: That all election instructions and ballots shall be printed in both English and Spanish as required by Texas Election Code Sections 272.002 through 272.011.

PART 5: Polling places shall be open between the hours of 7:00 o'clock a.m. and 7:00 o'clock p.m. for the election on May 4, 2024.

PART 6: The candidate receiving a majority of the votes cast for his/her respective office shall be declared elected. If any candidate shall not receive a majority of the votes cast for that position, a run-off election shall be ordered for such office. Candidates for all offices shown above shall be voted for and elected separately.

The Mayor shall be elected at Large. City Council Members for Districts #2 #4 and #6 shall be filled by a person residing in each district respectively who receives the majority of the votes cast by voters in that district. Only voters living in each district shall vote for that District's Council Member.

PART 7: Candidates elected to the City offices stated hereinabove in Part 1 shall hold office as may be provided by the Charter of the City of Tyler, Texas, for a period of two (2) years following their election or until their successor has been duly elected and qualified.

PART 8: All requests by candidates to have their names placed upon the respective ballots shall be in writing, shall designate the office for which the candidate has filed, shall be signed by the candidate and comply with state law concerning filing time deadlines. In addition to said application, all candidates shall make such other filings as may be required by law.

PART 9: The voting places shall be as follows but subject to change and the final list of locations will be listed on the Smith County website:

Early Voting Locations (Votación Adelantado Sitio)

Chapel Hill ISD Administration Building: 11134 CR 2249, Tyler, TX 75707
First Christian Church: Christian Life Center: 4202 S Broadway Ave, Tyler, TX 75701
Heritage Building: 1900 Bellwood Road, Tyler, TX 75701
Main Location The HUB: 304 E. Ferguson Street, Tyler, TX 75702
Lindale's Kinzie Community Center: 912 Mt. Sylvan St., Lindale, TX 75771
Noonday Community Center: 16662 CR 196, Tyler, TX 75703
Whitehouse Methodist Church: 405 W. Main Street, Whitehouse, TX 75791

Dates and Hours (FECHA Y HORAS)
Monday - Friday, April 22 - 26 from 8:00 a.m. – 5:00 p.m.
Monday - Tuesday, April 29 - 30 from 8:00 a.m. - 5:00 p.m.

ELECTION DAY VOTE CENTERS
(Centros de Votación de dia de las Elecciones)
May 4, 2024
(4 de mayo de 2024)
7:00 a.m. - 7:00 p.m.

Arp First Baptist Church: 304 W. Front St., Arp, TX 75750
Bell Elementary School: 1409 E. Hankerson St., Tyler, TX 75701
Bullard Southern Baptist Church: 716 N. Houston St., Bullard, TX 75757
Cameron J Jarvis Library: 102 S. Georgia St., Troup, TX 75789
Chapel Hill Fire Department: 13801 CR 220, Tyler, TX 75707
Clarkston Elementary School: 2915 Williamsburg Dr., Tyler, TX 75701
First Christian Church: Christian Life Center: 4202 S Broadway Ave, Tyler, TX 75701
Glass Recreation Center: 501 W. 32nd St., Tyler, TX 75702
Heritage Building: 1900 Bellwood Rd., Tyler, TX 75701
Hideaway Members Svcs Building: 101 Hide-A-Way Ln, Hideaway, TX 75771
Main Location The HUB, 304 E. Ferguson St., Tyler, TX 75702
Lanes Chapel Methodist Church: Family Center: 8720 Old Jacksonville Hwy, Tyler, TX 75703
Lindale's Kinzie Community Center: 912 Mt. Sylvan St., Lindale, TX 75771
Noonday Community Center: 16662 CR 196, Tyler, TX 75703
Three Lakes Middle School: 2445 Three Lakes Pkwy., Tyler, TX 75703
Winona Community Center: 520 Dallas St., Winona, TX 75792
Victor Kay Gymnasium: 605 Wildcat Dr., Winona, TX 75792
Whitehouse Methodist Church: 405 W. Main St., Whitehouse, TX 75791

Each Presiding Judge shall appoint at least two (2) clerks to serve in his/her precinct and shall appoint as many additional clerks to so serve, not to exceed seven (7), as deemed necessary for the proper conduct of the election, one of whom shall be the Alternate Presiding Judge in that precinct, which said Presiding Judges and clerks shall be the managers of said election.

If any Presiding Judge is unable to serve at the election, the Alternate Presiding Judge of that precinct shall serve as the Presiding Judge for the election.

PART 10: Early voting by personal appearance shall be located at 304 East Ferguson Street, Tyler, Texas. The Elections Administrator is appointed as the early voting clerk for the joint election. The time of early voting shall be as prescribed by law, being April 22, 2024, through April 26, 2024, from 8:00 a.m. to 5:00 p.m. and April 29 and April 30, 2024, from 8:00 a.m. to 5:00 p.m.

PART 11: Applications for early voting ballots by mail should be addressed to Michelle Allcon, Elections Administrator, 302 E. Ferguson St, Tyler, Texas 75702, in accordance with the provisions of the Texas Election Laws. Questions can be addressed by the Smith County Elections Administration at 903-590-4777, scelections@smith-county.com, or https://www.smith-county.com/government/departments/electionsor 903-590-4777. Applications for Ballots by Mail (ABBMs) and Federal Post Card Applications (FPCAs) must be received no later than the close of business on: 02/23/2024.

For purposes of processing ballots cast in early voting, the following persons are appointed to the early Voting Ballot Board for this joint election:

Maurine Smith – Presiding Judge
Arvilla Banks - Alternate Judge

PART 12: The Central Counting Station for the tabulation and counting of ballots for this joint election shall be located at the Smith County Courthouse, Tyler, Texas and the persons hereby appointed to serve as Manager, Tabulation Supervisor, and the Presiding Judge at the Central Counting Station are as follows:

Michelle Allcon - Manager
Patricia Johnson - Tabulation Supervisor
Maurine Smith - Presiding Judge
Arvilla Banks - Alternate Judge

The Manager and Presiding Judge of the Central Counting Station may appoint clerks to serve at such Station, as provided by Section 127.006 of the Texas Election Code.

PART 13: A copy of this Resolution shall be sufficient notice of said election and the City Councilmembers of the City of Tyler are hereby ordered and directed to give notice of the time and place of said election by causing a true copy of this Resolution to be published in some newspaper of general circulation in this City not less than ten (10) days nor more than thirty (30) days before the election.

PART 14: That this Resolution shall take effect immediately from and after its passage, as indicated below.

PASSED AND APPROVED this 14th day of February, A. D. 2024.

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

ATTEST:

_____
CASSANDRA BRAGER, CITY CLERK

APPROVED:

_____
DEBORAH G. PULLUM, CITY ATTORNEY

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number: C-A-7

Date: February 14, 2024

Subject: Request that the City Council consider authorizing the City Manager to execute an Interlocal Elections Contract with Smith County to perform certain joint elections services for the City Council Election to be held May 4, 2024.

Page: Page 1 of

Item Reference: Texas Government Code Chapter 791; Texas Election Code Chapters 4, 31, 65, 67, and 271

State law authorizes political entities to conduct joint elections and to contract with another entity to handle the election. The City of Tyler and Smith County have agreed to conduct a joint election. The Elections Administrator of Smith County will perform certain election services for the conduction of the joint election to be held May 4, 2024.

A copy of the proposed Interlocal Elections Contract is attached. Funds for joint election costs are budgeted in Account # 101-0140-415-0469.

RECOMMENDATION:

Request that the City Council consider authorizing the City Manager to execute an Interlocal Elections Contract with Smith County to perform certain joint elections services for the City Council Election to be held May 4, 2024.

ATTACHMENTS:

2024-05 City of Tyler and Smith County Election Contract

Drafted/Recommended By:
Department Leader

Cassandra Brager, City Clerk

Edited/Submitted By:
City Manager

INTERLOCAL AGREEMENT BETWEEN SMITH COUNTY AND CITY OF TYLER FOR CONDUCTING ELECTIONS

STATE OF TEXAS **§**

COUNTY OF SMITH **§**

This Agreement is entered into this _____ day of _____, 2024, by and between Smith County, Texas, a political subdivision of the State of Texas, with the authorization of its governing body (hereinafter referred to as **COUNTY**) and City of Tyler with the authorization of their respective governing body (hereinafter referred to as **VOTING UNIT**). The **VOTING UNIT** enter into this Interlocal Agreement with **COUNTY** by authority of the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

WITNESSETH

WHEREAS, VOTING UNIT is authorized to conduct a joint election under Texas Election Code Chapter 271, if such action is authorized by each entity participating in the joint election; and

WHEREAS, COUNTY has the experience and resources to conduct elections throughout all of, or portions of, Smith County; and

WHEREAS, COUNTY may hire additional elections administration personnel as necessary to carry out this agreement; and

WHEREAS, VOTING UNIT and **COUNTY** have determined that it is in the public interest of their inhabitants that the following agreement be made and entered into for the purpose of having **COUNTY** furnish certain special election services and equipment needed by **VOTING UNIT** in connection with **VOTING UNIT'S** election;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements contained herein, as well as other good and valuable consideration stated herein below, **COUNTY** and **VOTING UNIT** agree as follows:

PURPOSE

It is the purpose of this Interlocal Agreement to set forth the purpose, terms, rights and duties of the contracting parties whereby **COUNTY** is to provide certain governmental functions and services limited to the undertaking of a city council election and any special election herein described for **VOTING UNIT.**

TERMS, RIGHTS AND DUTIES

I. COUNTY'S DUTIES

COUNTY shall perform the following duties in connection with conducting **VOTING UNIT'S** election:

1. Elections Administrator shall serve as Early Voting Clerk for elections;

2. Review with **VOTING UNIT** the election process prior to election including but not limited to making a reasonable effort to ensure that it has all of the latest, most current and updated boundary information from **VOTING UNIT**;

3. Elections Administrator shall appoint deputy early voting clerks;

4. Elections Administrator shall review with and recommend arrangements for polling places to **VOTING UNIT**; such recommendation of polling places selections should be approved by **VOTING UNIT** and Elections Administrator shall notify in writing to **VOTING UNIT** of final selection of polling places. Elections Administrator shall notify, review and obtain approval of any change of polling places with **VOTING UNIT**. **VOTING UNIT** specifically agrees to use a common polling location in the territory of the joint election and share election officials for the conduct of the joint election under Texas Election Code, Chapter 271.

   In the event that the approved polling places become unavailable for use the Elections Administrator shall notify the **VOTING UNIT** of the cancelation of such polling place(s) within forty-eight (48) hours of receiving notice of unavailability. The Elections Administrator shall notify **VOTING UNIT** of the location of alternate polling places(s) selected to replace cancelled sites no later than seven (7) days prior to the election, or as promptly as possible if cancellation occurs within seven (7) days of the election.

5. **COUNTY** will limit the selection of polling places in **VOTING UNIT'S** single member districts to two, unless specifically requested in writing by **VOTING UNIT**. **VOTING UNIT** acknowledges that, if a polling place becomes unavailable, this could mean that there is not a replacement for a polling place in the same district.

6. **COUNTY** will provide County owned Election Systems & Software: ExpressVotes, DS200's, and DS450 as required by law. In the event alternative voting equipment is being considered, each **VOTING UNIT** will be notified and given an opportunity to participate in decision;

7. Elections Administrator shall ensure that prior to the election the Company/Vendor that has been hired to program, test, or perform maintenance on the voting equipment provides documentation to the Elections Administrator certifying that a criminal background check has been performed on all employees, including temporary employees, that may program, test, perform maintenance, transport equipment, or perform technical support on the voting

system equipment for **County**, and that there are no findings that would prevent any Vendor employee from performing his/her assigned duties.

8. Furnish **VOTING UNIT** with sample ballots for their elections;

9. Print ballots in accordance with the election laws and wording furnished by **VOTING UNIT** pursuant to Section II (1) under the Terms, Rights and Duties set forth in this agreement;

10. Order and maintain all supplies, materials and ballots in such quantities necessary to conduct such elections;

11. Appoint Early Voting Ballot Board and notify same;

12. Appoint Election Judges and Alternate Judges and notify same;

13. Provide for electronic voting process including preparation of, programming, testing of tabulation equipment and publication of notice of such tests and notification to **VOTING UNIT** of time and place of such tests;

14. Establish Central Counting Station;

15. Deliver supplies and voting equipment to and from polling places;

16. Conduct Early Voting by personal appearance for **VOTING UNIT**;

17. Conduct Early Voting by mail for **VOTING UNIT**;

18. Assume Election Day responsibilities, including late voting for illness, disability, etc., as required by law, and be available to voters and election officials;

19. Conduct Election Day voting for **VOTING UNIT**;

20. Count ballots, process election returns, prepare unofficial tabulation of votes, and furnish to **VOTING UNIT** on Election Night to the fullest extent possible;

21. Process election returns and prepare tabulation of unofficial returns and provide to **VOTING UNIT** no later than 8:30 a.m. on the eighth (8^{th}) day following the election for official canvassing by **VOTING UNIT;**

22. **COUNTY** shall deliver a report of the precinct results as contained in the election register to the Secretary of State pursuant to Texas Election Code, Section 67.017(a) and (b);

23. Provide for retention and storage of election records as provided by law;

24. Pay any claims for election expenses pursuant to Texas Election Code, Section 31.098(a) (See also Section III. **CONSIDERATION,** set forth in the Terms, Rights and Duties of this agreement for **VOTING UNIT'S** responsibility for costs);

25. **COUNTY** shall pay claims of third parties attributable to the election which **COUNTY** conducts on behalf of **VOTING UNIT** if said claims become due prior to the **COUNTY'S** submission of an itemized bill of costs to **VOTING UNIT**;

26. Said claims shall be paid by the County Treasurer, pursuant to Texas Election Code Section 31.100(a) and **VOTING UNIT** shall pay **COUNTY** pursuant to Section III., **CONSIDERATION**, set forth in the Terms, Rights and Duties of this agreement;

27. **COUNTY** shall pay salaries and wages of persons employed temporarily to perform duties under this agreement by the County Treasurer pursuant to Texas Election Code, Section 31.100(a) and (b)**;**

28. If **COUNTY** is responsible for inaccurate information that results in reprinting of ballots or mailing corrected ballots to voters, **COUNTY** shall cover the cost.

29. **COUNTY** shall perform any and all other items necessary or required by law to conduct the election;

30. Prepare and submit recommendations for any voting changes related to assigned duties under this Interlocal Agreement to **VOTING UNIT** for approval by **VOTING UNIT**; and

31. Translate wording of English language ballot for **VOTING UNIT'S** election into Spanish by any licensed interpreter or translator. Prepare and submit recommendations of Spanish language ballot to **VOTING UNIT** for approval. Upon approval of **VOTING UNIT**, give final approval of **VOTING UNIT'S** Spanish ballot in writing.

II. VOTING UNIT'S DUTIES

VOTING UNIT shall be required to perform the following duties in connection with the terms and conditions of this agreement:

1. Furnish wording of ballot for **VOTING UNIT'S** election in English, and give final approval of **VOTING UNIT'S** ballot in writing; the necessary wording must be provided within a reasonable amount of time sufficient for preparation. A notice of all ballot election information (e.g. single member districts, special elections, etc.), with the exception of candidates' names and ballot order, will be provided to the Elections Administrator by the 88th day before the election. Names of candidates and ballot order shall be provided to the Elections Administrator no later than the 52nd day before the election. If a **VOTING UNIT** submits and approves inaccurate information that results in reprinting of ballots or mailing corrected ballots to voters, the **VOTING UNIT** shall cover the cost.

2. Not later than forty-five (45) days prior to early voting the **COUNTY** and **each VOTING UNIT** shall meet to confirm the proper precinct or district boundary lines, ballot language, candidate names are on the ballot, and any other necessary details related to conducting the election.

3. **VOTING UNIT** agrees to use reasonable efforts to submit election notices to **COUNTY's** Elections Administrator prior to publication and the Election's Administrator shall review the election notices, proof and respond with regard to any necessary corrections as soon as possible with a goal of responding within 24 hours of notice-submission. If the Election Administrator's response is not received by the **VOTING UNIT** within 48 hours of submission to the Election Administrator, the **VOTING UNIT** may proceed with publication of the notice. It is understood and agreed that **VOTING UNIT** is not in violation of this Agreement if applicable time deadlines under Texas or federal law for such publication prohibit the **VOTING UNIT** from complying with this provision.

4. Give notice of election as required by all applicable laws, including Texas Election Code, Chapter 4;

5. Receive and process official tabulation in accordance with the Texas Election Code, including, but not limited to, canvassing the vote in accordance with Texas Election Code, Section 65.001 et seq.;

6. Perform those duties and functions which by law **VOTING UNIT** remains required to perform; and

7. Make payment as required under Article III.

III. CONSIDERATION

As consideration for performing the duties herein described in relation to **VOTING UNIT'S** election to be held 5/4/2024, **COUNTY** shall charge its actual costs including rental of voting equipment plus an administrative fee of ten percent (10%) of the total amount of the actual costs of holding **VOTING UNIT'S** election by contract pursuant to Texas Election Code Section 31.100(d). **COUNTY** shall provide an Exhibit "A" to this Agreement, which shall contain an accurate as possible estimate of expenses for the services and functions to be performed under this agreement, to each **VOTING UNIT'S** governing body for approval. **COUNTY** and **VOTING UNIT** agree that Exhibit "A" to this Agreement, reflecting the estimated expenses of the election, attached hereto and incorporated herein for all purposes, sets forth the estimated expenses to be paid to **COUNTY**, such expenses that "fairly compensates" **COUNTY** for the services and functions performed under this agreement as required pursuant to Texas Election Code, Section 31.100 (c).

In this regard, the parties expressly agree to the following terms with respect to the compensation **VOTING UNIT** shall pay **COUNTY** for the services and equipment provided hereunder:

1. **VOTING UNIT** shall be responsible for paying the actual costs of early voting, the actual costs of the elections, rental fee and the ten percent (10%) administrative fee described above. The actual cost will be determined as follows:
    a. Location Charges: The cost will be split between all entities participating in the joint election by the number of voters that voted in that **VOTING UNIT'S** election at each location. Example: If "**VOTING UNIT** 1" voters make up 75% of the voters that voted at "Location A" and "**VOTING UNIT** 2" voters made up the other 25%, then "**VOTING UNIT** 1" pays 75% of the cost of that location while "**VOTING UNIT** 2" pays 25%. This cost includes the poll workers, the supplies, and the rental fee (if any). If "**VOTING UNIT** 1" shares a ballot with "**VOTING UNIT** 3" then the 75% will be divided between those entities.
    b. Estimated Services: Services performed in the conduct of the election-such as printing notices, delivery of equipment, mileage during early voting or Election Day for election related duties, ballot set up and ballot board costs-will all be divided evenly between all **VOTING UNITS** that enter into a contract with **COUNTY**.
    c. Absentee Ballots: The ballot set up fee will be split evenly be all entities participating in the election. The actual ballot cost is calculated by the exact number of ballots per entity. Each entity only pays for the ballots that are sent out for their ballot style(s). If two or more **VOTING UNITS** share a ballot, that ballot is split evenly between them. For example, if **COUNTY** has any races or propositions on the ballot with **VOTING UNIT**, **COUNTY** will cover half the cost and **VOTING UNIT** will cover half the cost.
    d. Equipment Rental: A rental fee of $2,779.44, or .3% of the purchase price of the voting equipment, will be charged per **VOTING UNIT** participating in the joint election. The rental fee is for 6 early voting locations and 18 Election Day locations and includes 189 ExpressVotes, 33 DS200s, 47 ExpressPolls/Express Printers, 1 DS450, and 1 Electionware (reporting software). This is the minimum amount of equipment needed for this number of polling locations. If the polling location or the need for equipment increases, the rental fee will not exceed $4,000.00 and **COUNTY** will notify **VOTING UNIT** of change. If the number of polling locations decreases, the rental fee will decrease to reflect that change.
    e. ES&S Invoices: The Election Systems & Software invoices account for the layout of the ballot, the programming of the ballot, the audio ballot, and site support during the election to assist with any hardware or software needs. If a **VOTING UNIT** provides incorrect information, such as the incorrect spelling of a candidate's name, to **COUNTY** and that information is corrected after ballots are printed, programming has begun, etc. the entity in question will be required to pay for any and all corrections to the ballot. The other entities involved in the election will not be required to pay for any of the corrections. If **COUNTY** is responsible for inaccurate information that results in reprinting of ballots or mailing corrected ballots to voters, **COUNTY** shall cover the cost. While all invoices will be sent to **COUNTY**, each **VOTING UNIT'S** cost will be independent and will directly reflect the costs associated to **VOTING UNIT**.

2. **COUNTY** shall submit an itemized bill of actual costs for the services and equipment provided hereunder, plus an administrative fee of ten percent (10%) of the total amount of the actual costs of the elections. **VOTING UNIT** shall pay the total amount billed within thirty (30) days of receipt of said itemized bill. Should the amount billed by **COUNTY** to

VOTING UNIT be less than the estimate, **VOTING UNIT** will pay only the amount of actual cost, plus the administrative fee of ten percent (10%)-which will be based on the actual cost, not the estimate provided in Exhibit "A." Should the actual cost for the services and equipment provided hereunder exceed the estimated expenses as set forth in Exhibit "A," **VOTING UNIT** hereby expressly agrees to pay **COUNTY** for all such actual costs, plus an administrative fee of ten percent (10%) of the total amount of the actual costs of the elections so that **COUNTY** is fairly compensated as agreed; and

3. **VOTING UNIT** expressly represent that they are able to pay for said election from current revenues as is required pursuant to Texas Government Code Section 791.011 (d)(3).

IV. TERM

This agreement shall be effective as of the date of its execution by all parties and shall remain in effect for **VOTING UNIT'S 5/4/2024** election until such time as all consideration owed to **COUNTY** for services and equipment provided hereunder is paid.

V. INDEMNIFICATION

Each individual **VOTING UNIT** agrees, to the extent permitted by law, to indemnify and hold harmless **COUNTY** for any claims, lawsuits, or damages alleging personal injuries at a voting location during early voting or on Election Day to the extent that the alleged injuries arise out of that individual **VOTING UNIT'S** own negligence.

VI. FORCE MAJEURE

In the event that the performance by **COUNTY** of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any person or persons not a part or in privity hereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

VII. VENUE AND CHOICE OF LAW

The obligations and undertakings of each of the parties to this agreement shall be performable in Smith County, Texas, and this agreement shall be governed by and construed in accordance with the laws of the State of Texas.

VIII. MODIFICATION

This agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed. Any prior agreements, promises, negotiations or representations not expressly contained in this agreement are of no force and effect. Any oral representations or modifications concerning this agreement shall be of no force or effect, excepting

a subsequent modification in writing signed by the party to be charged and expressly authorized by the governing body of such party. No official, representative, employee or agent of **COUNTY** has any authority to modify or amend this contract except pursuant to specific authority to do so granted by the Commissioners Court of **COUNTY**.

In the event that **COUNTY** subsequently contracts with other voting entities that are not parties to this agreement to perform election services in connection with their 5/4/2024 elections, and if the **COUNTY** requests the **VOTING UNIT** to participate in a joint election with said other voting entities, the **VOTING UNIT** agree to participate in such joint election provided however that **COUNTY'S** and **VOTING UNIT'S** participation in such joint election does not in any way prevent, hinder, or relieve either Party from complying with all of the terms and conditions of this agreement and provided that a subsequent modification in writing is signed by all parties of this agreement. It is understood and agreed that any such subsequent modification will not expand, add to, modify, or change the **VOTING UNIT'S** duties or rights under this Agreement.

IX. NON-ASSIGNMENT OF RIGHTS

No assignment of this agreement or of any right accruing hereunder shall be made in whole or in part by **VOTING UNIT** without the prior written consent of **COUNTY** by and through an order of its Commissioners Court.

X. SUCCESSORS AND ASSIGNS

This agreement shall be binding upon and inure to the benefit of the successors in office and assigns of the respective parties hereto.

XI. NOTICES

Any notice to be given hereunder by any party to the others shall be in writing and may be effected by personal delivery in writing or certified mail, return receipt requested, when mailed to the proper party, at the following addresses:

SMITH COUNTY
c/o Neal Franklin, County Judge
200 E. Ferguson St. 1st floor
Tyler, TX 75702

CITY OF TYLER
Cassandra Brager, City Clerk
PO Box 2039
Tyler, TX 75710

Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this Section.

XII. CANCELLATIONS

In the event that any of **VOTING UNIT'S** elections are canceled, the remaining **VOTING UNITS** shall pay all costs plus an administrative fee of ten percent (10%) of the total amount of the actual costs of the election incurred for their respective election and the canceling **VOTING UNIT** shall pay all costs incurred up to the date of cancellation that is prorated to that unit's election costs. Such costs shall be determined by the Elections Administrator.

IN WITNESS WHEREOF, Smith County and City of Tyler have caused this agreement to be effective as of the ____ day of _____, 2024.

APPROVED IN SMITH COUNTY'S COMMISSIONERS' COURT MEETING on the _____ day of _____, 2024, and executed by **NEAL FRANKLIN**, County Judge, as the authorized representative of **SMITH COUNTY.**

SMITH COUNTY

_____
NEAL FRANKLIN,
COUNTY JUDGE

RECOMMENDED

_____
MICHELLE ALLCON,
ELECTION ADMINISTRATOR

ATTEST:

BY:_____
KAREN PHILLIPS, COUNTY CLERK

APPROVED:

BY: _____
THOMAS WILSON, ASSISTANT D. A.

APPROVED BY CITY OF TYLER CITY COUNCIL IN A MEETING on the _____day of _____, 2024 and executed by **EDWARD BROUSSARD**, CITY MAYOR, as the authorized representative of **CITY OF TYLER**.

CITY OF TYLER

BY:_____
EDWARD BROUSSARD, CITY MANAGER

ATTEST:
BY:_____
CASSANDRA BRAGER, CITY CLERK

APPROVED:

BY: _____
DEBORAH PULLUM, CITY ATTORNEY

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number: C-A-8

Date: February 14, 2024

Subject: Request that the City Council consider authorizing the City Manager ratify the purchase of 10 Ford Explorers with the PPV package and upfit from Dana Safety of Fort Worth, Texas for a total purchase price of $737,260.00 through Buyboard Contract 698-23.

Page: Page 1 of

Item Reference:

The fleet replacement program budgets for departments to replace their vehicles on a regular schedule, particularly those with mileage and/or maintenance cost expectations. After meeting with the Police Department, Vehicle Services contacted Buyboard contract holder Dana Safety for a quote and the availability to purchase 10 Ford Explorers with City specified specifications. The total purchase cost including upfit is $73,726.00 per unit. Total purchase cost of $737,260.00 for 10 units through Buyboard contract 698-23.

Funds will be available in FY2024 replacement fund 640-0661-641-2604 after October 1, 2023.

RECOMMENDATION:

Request that the City Council consider authorizing the City Manager ratify the purchase of 10 Ford Explorers with the PPV package and upfit from Dana Safety of Fort Worth, Texas for a total purchase price of $737,260.00 through Buyboard Contract 698-23.

ATTACHMENTS:

496653 Tyler TX 9-22 dana price update

Drafted/Recommended By:
Department Leader

Stan Stoffregen Fleet Manager

Edited/Submitted By:
City Manager

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	496653-E
Customer No.	MISC

Bill To	**Ship To**
Tyler TX	(For Pickup - FTWO) FORT WORTH 800 Railhead Road Suite 344 Fort Worth, TX 76106
Contact:	**Contact:**
Telephone:	**Telephone:**
E-mail:	**E-mail:**

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
08/07/23	GROUND SHIPMENT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Patrick Hope	Patrick Hope - Fort Worth		

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
10	10	Y	MISC 2023 Ford Police Explorer V6 Gas Warehouse: HOUS Includes Rear Air, Inoperable rear doors, predrilled holes for taillight LEDs, and Key Fobs	50,712.0000	507,120.00
1	1	N	INFO Buyboard 698-23 Warehouse: HOUS All items below this line are on our buyboard contract	0.0000	0.00
10	10	Y	C-HDM-204 HAV TELESCOPING SIDE MOUNTED POLE ASSY Warehouse: HOUS C-HDM-204 MOUNTS TO SIDE OF CONSOLE BOX **********	124.0000	1,240.00
10	10	Y	C-MD-112 HAV 11' SLIDE, TILT, & SWIVEL LOCKING SWING ARM Warehouse: FTWO REPLACES DISCONTINUED # C-MD-102 **********	226.0000	2,260.00
10	10	Y	C-VS-0618-INUT HAV 24" CONSOLE - 2020 PIUT Warehouse: HOUS	340.0000	3,400.00

Print Date	09/22/23
Print Time	11:06:10 AM
Page No.	1

Printed By: Patrick Hope

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	496653-E
Customer No.	MISC

Bill To	**Ship To**
Tyler TX	(For Pickup - FTWO) FORT WORTH 800 Railhead Road Suite 344 Fort Worth, TX 76106
Contact:	**Contact:**
Telephone:	**Telephone:**
E-mail:	**E-mail:**

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
08/07/23	GROUND SHIPMENT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Patrick Hope	Patrick Hope - Fort Worth		

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
10	10	Y	C-ARM-103 HAV FLIP-UP ARMREST, ATTACHES TO CONSOLE Warehouse: HOUS	102.0000	1,020.00
10	10	Y	CUP2-1001 HAV Self-Adjusting Double Cup Holder Warehouse: HOUS	42.0000	420.00
20	20	Y	C-MCB HAV CONSOLE MICROPHONE CLIP BRACKET Warehouse: FTWO	11.0000	220.00
20	20	Y	MMSU-1 MAGNETIC MIC SINGLE UNIT CONVERSION KIT Warehouse: FTWO	31.0000	620.00
10	10	Y	UT-1001 Hav Universal Rugged Cradle for approximately 11"-14" Warehouse: HOUS	270.0000	2,700.00
20	20	Y	SA315P WEC, COMPACT BLACK 100W/122DB, SPEAKER Warehouse: HOUS MOUNTING BRACKET SOLD SEPERATELY - **********	233.0000	4,660.00
10	10	Y	SAK66D WEC SA315P BKT FORD 2020 PIUT DRIVER SIDE Warehouse: HOUS	29.0000	290.00

Print Date	09/22/23
Print Time	11:06:10 AM
Page No.	2

Printed By: Patrick Hope

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	496653-E
Customer No.	MISC

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Tyler TX	(For Pickup - FTWO) FORT WORTH 800 Railhead Road Suite 344 Fort Worth, TX 76106
Contact:	**Contact:**
Telephone:	**Telephone:**
E-mail:	**E-mail:**

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
08/07/23	GROUND SHIPMENT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Patrick Hope	Patrick Hope - Fort Worth		

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
10	10	Y	SAK66P WEC SA315P BKT FORD 2020 PIUT PASS SIDE Warehouse: HOUS	29.0000	290.00
10	10	Y	EB2SP3J WEC LEGACY WCX 54" D/E/D/E Warehouse: HOUS 54" DUO LEGACY FULLY POPULATED W/CLEAR LENSES (DRIVER SIDE RED/WHITE FRONT; RED/AMBER REAR; PASSENGER SIDE BLUE WHITE FRONT; BLUE/AMBER REAR); C399 CORE SIREN; CEM16 EXPANSION MODULE; CV2V SYNC; C399K*; SA315U SPEAKER; SAK*; STPKT*	3,495.0000	34,950.00
10	10	Y	C399 WEC CenCom Core by WECANX Warehouse: HOUS	0.0000	0.00
10	10	Y	MISC C399K Warehouse: HOUS	0.0000	0.00
10	10	Y	CEM16 WEC WC Expansion Module WeCan X Warehouse: HOUS	0.0000	0.00
10	10	Y	CV2V WEC Vehicle To Vehicle Sync Module Warehouse: HOUS	0.0000	0.00

Print Date	09/22/23
Print Time	11:06:10 AM
Page No.	3

Printed By: Patrick Hope

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

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Customer No.	MISC

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Tyler TX	(For Pickup - FTWO) FORT WORTH 800 Railhead Road Suite 344 Fort Worth, TX 76106
Contact:	**Contact:**
Telephone:	**Telephone:**
E-mail:	**E-mail:**

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
08/07/23	GROUND SHIPMENT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Patrick Hope	Patrick Hope - Fort Worth		

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
10	10	Y	CCTL6 WEC WeCanX KNOB/SLIDE CONTROL HEAD Warehouse: HOUS	0.0000	0.00
10	10	Y	3SRCCDCR WEC 3" RND SUPER-LED COMPARTMENT SPLIT R/C Warehouse: HOUS RED & WHITE LEDS HAVE SEPERATE CONTROLS **********	58.0000	580.00
10	10	Y	PRPSP4714UINT20A PG PARTITION Warehouse: HOUS Poly Center Slider Window with Expanded Metal Insert Includes Recessed Panel and Lower Extension Panels	956.0000	9,560.00
10	10	Y	MISC Progard S4705UINT20OSB-R Warehouse: HOUS	1,609.0000	16,090.00
1	1	N	INFO Poly Cargo Barrier Warehouse: HOUS	0.0000	0.00
1	1	N	INFO Confirm if they want retractable or not Warehouse: HOUS	0.0000	0.00

Print Date	09/22/23
Print Time	11:06:10 AM
Page No.	4

Printed By: Patrick Hope

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	496653-E
Customer No.	MISC

Bill To	**Ship To**
Tyler TX	(For Pickup - FTWO) FORT WORTH 800 Railhead Road Suite 344 Fort Worth, TX 76106
Contact:	**Contact:**
Telephone:	**Telephone:**
E-mail:	**E-mail:**

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
08/07/23	GROUND SHIPMENT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Patrick Hope	Patrick Hope - Fort Worth		

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
10	10	Y	WBP47NPUINT20 PG poly window bars for the 2020 Utility Warehouse: HOUS poly window bars for the 2020 Utility but it only comes with the OEM door panels	254.0000	2,540.00
10	10	Y	DP47UINT20 pg Pair, Black ABS, Rear Door Panels Warehouse: HOUS	251.0000	2,510.00
20	20	Y	IONPEDB WEC ION PEDESTAL MOUNT BRACKET - BLACK Warehouse: HOUS	50.0000	1,000.00
20	20	Y	IONBKT8 WEC ION REAR SPOILER MTG BKT (PR) Warehouse: HOUS	22.0000	440.00
20	20	Y	TLI2J WEC ION T-SERIES LINEAR DUO R/B Warehouse: HOUS rear hatch lid	112.0000	2,240.00
10	10	Y	BK2019ITU20 SMC PB450L4 PUSH BUMPER - 2020+ PIUT Warehouse: HOUS	899.0000	8,990.00

Print Date	09/22/23
Print Time	11:06:10 AM
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Printed By: Patrick Hope

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	496653-E
Customer No.	MISC

Bill To	**Ship To**
Tyler TX	(For Pickup - FTWO) FORT WORTH 800 Railhead Road Suite 344 Fort Worth, TX 76106
Contact:	**Contact:**
Telephone:	**Telephone:**
E-mail:	**E-mail:**

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
08/07/23	GROUND SHIPMENT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Patrick Hope	Patrick Hope - Fort Worth		

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
20	20	Y	WEC-TLI3JC WEC ION T-SERIES LINEAR TRIO R/B/W Warehouse: HOUS 2) front facing on PB	137.0000	2,740.00
1	1	N	INFO 4) front facing on push bumper Warehouse: HOUS	0.0000	0.00
10	10	Y	OEWT50-RBA WEC ION O.E. WC TRIO INTERCEPTOR Warehouse: HOUS	1,170.0000	11,700.00
60	60	Y	MISC OE13RBA Warehouse: HOUS	0.0000	0.00
1	1	N	INFO do 8 if possible Warehouse: HOUS	0.0000	0.00
20	20	Y	I3JC WEC ION TRIO RED/BLUE/WHITE - WHITE O/R - BLK HSNG Warehouse: HOUS rear side glass	137.0000	2,740.00
10	10	Y	MISC Aluminum Equipment Cover on back of cage Warehouse: HOUS	45.0000	450.00

Print Date	09/22/23
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Printed By: Patrick Hope

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	496653-E
Customer No.	MISC

Bill To	**Ship To**
Tyler TX	(For Pickup - FTWO) FORT WORTH 800 Railhead Road Suite 344 Fort Worth, TX 76106
Contact:	**Contact:**
Telephone:	**Telephone:**
E-mail:	**E-mail:**

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
08/07/23	GROUND SHIPMENT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Patrick Hope	Patrick Hope - Fort Worth		

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
10	10	Y	SC-934-5-A SC UNIV. WEAPON OVERHEAD SETUP W/#2 KEY Warehouse: HOUS	389.0000	3,890.00
500	500	N	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: HOUS Customer Supplied Camera and Radio	80.0000	40,000.00
10	10	Y	INSTALL KIT Wiring harness and etc. Warehouse: HOUS LOOM, WIRE, HARDWARE, CONNECTORS, ETC **********	295.0000	2,950.00
10	10	Y	806-0022-00 Stalker DSR-2 Antenna Radar System Warehouse: HOUS	3,420.0000	34,200.00
10	10	Y	TREMCO FORD PIU 2022 TREMCO INTEGRATED ANTI-THEFT SYSTEM SEE BELOW Warehouse: HOUS TREMCO FORD PIU 2022 PLEASE NOTE THE FOLLOWING VEHICLE INFORMATION: YEAR - 2022 MAKE - Ford MODEL - PIU **********	154.0000	1,540.00

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	496653-E
Customer No.	MISC

Bill To	**Ship To**
Tyler TX	(For Pickup - FTWO) FORT WORTH 800 Railhead Road Suite 344 Fort Worth, TX 76106
Contact:	**Contact:**
Telephone:	**Telephone:**
E-mail:	**E-mail:**

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
08/07/23	GROUND SHIPMENT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Patrick Hope	Patrick Hope - Fort Worth		

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
10	10	Y	ARGES1 WEC ARGES 5 DEG REMOTE SPOTLIGHT Warehouse: HOUS	447.0000	4,470.00
10	10	Y	ARGCH1 WEC ARGES BAIL MT CONTROL HEAD Warehouse: HOUS	199.0000	1,990.00
20	20	Y	MISC Arges Mount Warehouse: HOUS	65.0000	1,300.00
10	10	Y	MISC Adapter gasket for RBDM brick antenna Warehouse: HOUS	20.0000	200.00
10	10	Y	MISC RBDM-55WW-17-SSSRR-B Warehouse: HOUS RF MAX 4G/5G 5-1 Antenna for cellular router w/ 17' cable	298.0000	2,980.00
10	10	N	INFO Activate Headlight Flasher Warehouse: HOUS	0.0000	0.00
10	10	Y	ETFBSSN-P SOI 100% SOLID STATE TAILLIGHT FLASHER (12-WIRE) Warehouse: HOUS	55.0000	550.00

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	496653-E
Customer No.	MISC

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E-mail:	**E-mail:**

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
08/07/23	GROUND SHIPMENT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Patrick Hope	Patrick Hope - Fort Worth		

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
20	20	Y	WEC-VTX9J WEC VERTEX SUPER LED DUO BLUE RED Warehouse: HOUS	84.0000	1,680.00
10	10	Y	MISC Custom Graphics Warehouse: HOUS	1,000.0000	10,000.00
10	10	Y	TINT Vehicle Window Tint Per Customers Specs Warehouse: HOUS	325.0000	3,250.00
50	50	N	INSTALL DSS INSTALLATION OF Customer Supplied Warehouse: HOUS Radio, Axon Camera, Cradlepoint and Accessories	80.0000	4,000.00
10	10	Y	INSTALL KIT AXON Refresh Kit for installation of existing Fleet 3s Warehouse: HOUS AXON Refresh Kit for installation of existing Fleet 3 components	225.0000	2,250.00
10	10	Y	5025B BlueSea 6 Circuit ST Fuse Block w/ Cover & Ground Bus Warehouse: HOUS	18.0000	180.00
10	10	Y	5026B BlueSea 12 Circuit Fuse Block w/ Ground Bus and Cover Warehouse: HOUS	23.0000	230.00

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	496653-E
Customer No.	MISC

Bill To	**Ship To**
Tyler TX	(For Pickup - FTWO) FORT WORTH 800 Railhead Road Suite 344 Fort Worth, TX 76106
Contact:	**Contact:**
Telephone:	**Telephone:**
E-mail:	**E-mail:**

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
08/07/23	GROUND SHIPMENT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Patrick Hope	Patrick Hope - Fort Worth		

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
			Approved By: _____ ☐ **Approve All Items & Quantities** **Quote Good for 30 Days**		

Print Date	09/22/23
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Printed By: Patrick Hope

Subtotal	736,430.00
Freight	830.00
Order Total	737,260.00

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number: C-A-9

Date: February 14, 2024

Subject: Request that the City Council consider authorizing the City Manager to approve a reconciliation change order and release of final payment and retainage with L&L Asphalt Corporation for the construction of the Vehicle Services Parking Lot Reconstruction Project Phase II in the amount of $38,975.00.

Item Reference: M-6 April 12, 2023

On April 12, 2023, the City Manager authorized the award of Vehicle Services Parking Lot Reconstruction Project Phase II to L&L Asphalt Corporation in the amount of $395,775.50. The construction of this project has been successfully completed at a total cost of $389,745.70 which is $6,029.80 under the original contract amount.

This request is for the approval and release of retainage in the amount of $38,975.00.

FUNDING: Vehicle Services

RECOMMENDATION:

It is recommended that the City Council approve the final payment and release retainage in the amount of $38,975.00 to L&L Asphalt Corporation for the Vehicle Services Parking Lot Reconstruction Project Phase II.

ATTACHMENTS:

Pay App 3 (retainage)

Drafted/Recommended By:
Department Leader

Darin Jennings, P.E., City Engineer

Edited/Submitted By:

City Manager

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702 PAGE 1 OF 2 PAGES

TO OWNER:
The City of Tyler, Texas
304 N. Border
Tyler, TX 75702

PROJECT:
City of Tyler
Vehicle Services Parking Lot Phase II

FROM CONTRACTOR:
L & L Asphalt Corporation
3457 Shiloh Road
Tyler, TX 75707

VIA ENGINEER:
Benchmark Design Group
2026 Republic Dr
Tyler, TX 75701

CONTRACT FOR: Demolition & Construction of Parking Lot, 404 W Oakwood St

APPLICATION NO 3-Retainage

PERIOD TO: 10/31/2023

PROJECT NOS: 23-019

CONTRACT DATE 5/2/2023

Distribution to:
- [ ] OWNER
- [ ] ARCHITECT
- [ ] CONTRACTOR
- [X] ENGINEER
- [ ]

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. **ORIGINAL CONTRACT SUM**		$ 395,775.50
2. **Net change by Change Orders**		$ 9,345.00
3. **CONTRACT SUM TO DATE (Line 1 ± 2)**		$ 405,120.50
4. **TOTAL COMPLETED & STORED TO DATE (Column G on G703)**		$ 389,745.70
5. **RETAINAGE:**		
a. 10 % of Completed Work (Column D + E on G703)	$ 38,975.00	
b. ____ % of Stored Material (Column F on G703)	$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 38,975.00
6. **TOTAL EARNED LESS RETAINAGE** (Line 4 Less Line 5 Total)		$ 350,770.70
7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)**		$ 350,770.70
8. **CURRENT PAYMENT DUE**		$ **38,975.00**
9. **BALANCE TO FINISH, INCLUDING RETAINAGE** (Line 3 less Line 6)		$ 15,374.80

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$9,345.00	$0.00
Total approved this Month	$0.00	$0.00
TOTALS	$9,345.00	$0.00
NET CHANGES by Change Order	$9,345.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: L & L Asphalt Corporation

By: _____ Date: 10/17/2023

J. David Lockridge, President

State of: TEXAS County of: **SMITH**

Subscribed and sworn to before me this 17th day of October **2023**

Notary Public: Allison Price

My Commission expires: May 10, 2027

ALLISON PRICE NOTARY PUBLIC STATE OF TEXAS ID 129530091 EXP. 05-10-2027

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work 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 CERTIFIED.

AMOUNT CERTIFIED ..... $ $38,975.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)

ENGINEER: Benchmark Design Group, LLC

By: _____ Date: 1-25-24

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G702 · APPLICATION AND CERTIFICATION FOR PAYMENT · 1992 EDITION · AIA® · © 1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 3 - Retainage
APPLICATION DATE: 10/17/2023
PERIOD TO: 10/31/2023
PROJECT NO: 23-019

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE (C - G)	RETAINAGE
1	**Remove & dispose asphalt pavement**	$ 8,527.50	$ 8,527.50	$ -		$ 8,527.50	100.00%		$ 853.00
2	**Remove & dispose concrete pavement**	$ 23,660.00	$ 22,480.00	$ -		$ 22,480.00	95%	$ 1,180.00	$ 2,248.00
3	**Clear & grub trees**	$ 2,500.00	$ 2,500.00	$ -		$ 2,500.00	100%		$ 250.00
4	**Construct concrete pavement**	$304,920.00	$ 294,140.00	$ -		$ 294,140.00	96%	$ 10,780.00	$ 29,414.00
5	**Subgrade preparation**	$ 18,018.00	$ 16,853.20	$ -		$ 16,853.20	94%	$ 1,164.80	$ 1,685.00
6	**Furnish & install HMAC pavement**	$ 2,250.00	$ -	$ -		$ -	0%	$ 2,250.00	$ -
7	**Furnish & install erosion control**	$ 8,250.00	$ 8,250.00	$ -		$ 8,250.00	100%		$ 825.00
8	**Remove & replace fence as necessary**	$ 4,050.00	$ 4,050.00	$ -		$ 4,050.00	100%		$ 405.00
9	**Striping**	$ 450.00	$ 450.00	$ -		$ 450.00	100%		$ 45.00
10	**Save, sandblast, & repaint existing bollards**	$ 3,500.00	$ 3,500.00	$ -		$ 3,500.00	100%		$ 350.00
11	**Save, sandblast, & repaint existing handrail**	$ 750.00	$ 750.00	$ -		$ 750.00	100%		$ 75.00
12	**Save, sandblast, & repaint existing pipe fence**	$ 2,400.00	$ 2,400.00	$ -		$ 2,400.00	100%		$ 240.00
13	**Earthwork**	$ 9,000.00	$ 9,000.00	$ -		$ 9,000.00	100%		$ 900.00
14	**Furnish & install select fill**	$ 750.00	$ 750.00	$ -		$ 750.00	100%		$ 75.00
15	**Mobilization**	$ 6,750.00	$ 6,750.00	$ -		$ 6,750.00	100%		$ 675.00
C.O. 1	**Sawcut of existing concrete pavement**	$ 1,500.00	$ 1,500.00	$ -		$ 1,500.00	100%		$ 150.00
C.O. 2	**Replace existing ramp**	$ 6,445.00	$ 6,445.00	$ -		$ 6,445.00	100%		$ 645.00
C.O. 3	**Additional 'Item 2' concrete removal**	$ 1,400.00	$ 1,400.00	$ -		$ 1,400.00	100%		$ 140.00
	GRAND TOTALS	$405,120.50	$ 389,745.70	$ -	$ -	$ 389,745.70		$ 15,374.80	$ 38,975.00

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

L&L
ASPHALT CORPORATION

ASPHALT PAVING EXCAVATION WORK (903) 561-2887 FAX (903) 561-6117 or (903) 561-5509
3457 SHILOH ROAD TYLER, TEXAS 75707 E-mail: llasph@suddenlinkmail.com www.landlasphalt.com

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

PROJECT: Benchmark Design Group, LLC
City of Tyler
Vehicle Services Parking Lot Phase II

On receipt by the signer of this document of a check from City of Tyler, Texas, in the sum of Thirty-Eight Thousand Nine Hundred Seventy-Five Dollars and 00/100 Dollars----($38,975.00), payable to L & L Asphalt Corporation 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 mechanics lien right, any stop payment notice, 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, located at 404 W Oakwood St, Tyler, Smith County, Texas, to the following extent:

Asphalt Paving, Sitework, Erosion Control and Concrete Work

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property. 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: October 18, 2023

L & L Asphalt Corporation
3457 Shiloh Road
Tyler, Texas 75707

J. David Lockridge, President

The foregoing instrument was acknowledged before me on this 18th day of October 2023, by J. David Lockridge, President of L & L Asphalt Corporation, who acknowledged that he was authorized to execute this document and who executed it for the reasons set forth herein. This document was also subscribed to and sworn to before me by the signatory as being true and correct.

Allison Price, Notary Public for the State of TEXAS
My Commission Expires: May 10, 2027

ALLISON PRICE NOTARY PUBLIC STATE OF TEXAS ID 129530097 EXP. 05-10-2027

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number: C-A-10

Date: February 14, 2024

Subject: Request that the City Council consider authorizing the City Manager to execute the Reconciliation Change Order with Hartbeat Construction for the Repair of Inlet Boxes - 2023 project, decreasing the approved contract amount by $5,601.00, from $218,366.00 to $212,765.00.

Page: Page 1 of

Item Reference: CC Agenda 4/12/2023, Item C-A-2; CC Agenda 12/13/2023, Item C-A-14

This original $183,821.78 package was a maintenance package for six (6) inlet boxes at five (5) locations. The original planned projects included:

1. 3008 Bellmead Lane;
2. 806 West Houston Street;
3. 704 South Glenwood Boulevard (two (2) inlet boxes);
4. 318 South Bonner Avenue; and
5. 1110 North Bois D'Arc Avenue.

Contingency in the original package allowed for additional work at:

1. 3008 Bellmead Lane to repair a sinkhole and repair curb and gutter at a different inlet box;
2. 806 West Houston Street additional curb and gutter work;
3. 318 South Bonner Avenue to repair portions of the failing box; and
4. 5105 Cloverdale Drive to repair an undermined outfall.

The $34,544.22 change order, increased the approved contract amount to $218,366.00, and expanded the scope of services to include work at:

1. The corner of Rice Road and Old Bullard Road to replace a failed inlet box top;
2. 800 West Elm Street to replace failed inlet box tops and curb and gutter; and
3. 318 Amberwood Circle to replace a failed inlet box bottom.

This project was funded by the Stormwater Maintenance Budget, Capital Outlay account.

RECOMMENDATION:

Request that the City Council consider authorizing the City Manager to execute the Reconciliation Change Order with Hartbeat Construction for the Repair of Inlet Boxes - 2023 project, decreasing the approved

contract amount by $5,601.00, from $218,366.00 to $212,765.00.

ATTACHMENTS:

RCO - Inlet Boxes Repairs - 2023-23-025 Final Signed
806 W Houston After
704 S Glenwood After
318 S Bonner After
1110 N Bois D'Arc After
Cloverdale After
Old Bullard & Rice After
800 W Elm After
318 Amberwood Cir After

Drafted/Recommended By:
Department Leader

Paul Neuhaus, P.E., M.S. - Stormwater Management and Environmental Compliance Engineer

Edited/Submitted By:
City Manager

RECONCILIATION CONTRACT CHANGE ORDER
CHANGE ORDER NO. #01

PROJECT NAME: Inlet Boxes - 2023 DATE: 1/16/2024

CONTRACTOR: Harbeat Construction BID NUMBER: 23-025
ADDRESS:

PHONE NO.:

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
1.01	Performance, Payment, and Maintenance Bonds	1.00	LS	$ 5,000.00	$ 5,000.00	1.00	$ 5,000.00	0.00	$ -
1.02	Insurance, including liability naming Owner as additional insured	1.00	LS	$ 2,000.00	$ 2,000.00	1.30	$ 2,599.00	0.30	$ 599.00
1.09	Trench Safety	1.00	LS	$ 3,000.00	$ 3,000.00	0.00	$ -	(1.00)	$ (3,000.00)
2.1	318 S Bonner Ave: 4'-6" Inlet Box with 4'-6" RH Extension; 30" Manhole, Installed	1.00	LS	$ 12,000.00	$ 12,000.00	1.00	$ 12,000.00	0.00	$ -
3.1	3008 Bellmead Ln: Double 6' Inlet Box; 24" Manhole, Installed	1.00	LS	$ 18,000.00	$ 18,000.00	1.00	$ 18,000.00	0.00	$ -
4.1	1110 N Bois D'Arc Ave: Double 72" Inlet Box; 24" Manhole, Installed	1.00	LS	$ 18,000.00	$ 18,000.00	1.00	$ 18,000.00	0.00	$ -
5.1	806 W Houston St (SW Corner of Houston and Vine): Double 6' Inlet Box Lid - 5000 psi Concrete; 24" Manhole, Installed; 4" Embed Plate	1.00	LS	$ 12,000.00	$ 12,000.00	1.00	$ 12,000.00	0.00	$ -
5.11	304 Stainless Steel Embedment Plate, 3/8" - 11' x 4"	1.00	LS	$ 1,500.00	$ 1,500.00	1.00	$ 1,500.00	0.00	$ -
6.1	704 S Glenwood Blvd (SE Corner of Glenwood and Grove): 5' Inlet Box with 5' LH Extension; 24" Manhole, Installed	1.00	LS	$ 12,500.00	$ 12,500.00	1.00	$ 12,500.00	0.00	$ -
6.11	704 S Glenwood Blvd (NE Corner of Glenwood and Grove): 5' Inlet Box with 5' RH Extension; 24" Manhole, Installed	1.00	LS	$ 12,500.00	$ 12,500.00	1.00	$ 12,500.00	0.00	$ -
6.12	French Drain Adjacent to New SE Box; 1' W x 4' D; daylight into inlet box with Sch 40 PVC; Drain pipe, rock, and fabric are subsidiary, Installed	10.00	LF	$ 50.00	$ 500.00	10.00	$ 500.00	0.00	$ -
6.13	French Drain Adjacent to Uphill Side of Sidewalk; 2' W x 4' D; daylight into inlet box with Sch 40 PVC separately and below 6.12; Drain pipe, rock, and fabric are subsidiary, Installed	35.00	LF	$ 70.00	$ 2,450.00	35.00	$ 2,450.00	0.00	$ -
6.14	Reestablish Concrete Drain from sidewalk to back of SE Box	10.00	LF	$ 36.00	$ 360.00	10.00	$ 360.00	0.00	$ -
90.05	Mobilization (5 Locations)	5.00	EA	$ 3,000.00	$ 15,000.00	6.00	$ 18,000.00	1.00	$ 3,000.00
90.06	Traffic Control (5 Locations)	5.00	EA	$ 3,300.00	$ 16,500.00	5.85	$ 19,300.00	0.85	$ 2,800.00
90.2	Demo and Remove Inlet Boxes (6 Boxes)	6.00	EA	$ 1,583.33	$ 9,500.00	6.88	$ 10,900.00	0.88	$ 1,400.00
90.21	Demo and Remove Concrete Sidewalk	22.22	SY	$ 36.00	$ 800.00	48.00	$ 1,728.00	25.78	$ 928.00
90.22	Demo and Remove 8" Curb and 24" Gutter	143.00	LF	$ 10.00	$ 1,430.00	56.00	$ 560.00	(87.00)	$ (870.00)
90.23	Remove Existing Brick Paving; will reuse	11.11	SY	$ 50.00	$ 555.56	0.00	$ -	(11.11)	$ (555.56)
90.24	Demo and Remove Asphalt Paving	30.89	SY	$ 27.00	$ 834.00	32.00	$ 864.00	1.11	$ 30.00
90.25	Remove Tree	1.00	LS	$ 600.00	$ 600.00	1.00	$ 600.00	0.00	$ -
90.4	Crushed Stone Bedding	3.00	CY	$ 200.00	$ 600.00	3.00	$ 600.00	0.00	$ -
90.41	Select Fill - Optional based on site conditions and Engineer's recommendation	32.00	CY	$ 55.00	$ 1,760.00	2.00	$ 110.00	(30.00)	$ (1,650.00)
90.42	Excavation of Site Soils for Select Fill Placement - Optional based on site conditions and Engineer's recommendation	30.00	CY	$ 50.00	$ 1,500.00	7.00	$ 350.00	(23.00)	$ (1,150.00)
90.51	Concrete Sidewalk, 6' (4' sidewalk plus paving to back of curb)	23.33	SY	$ 72.00	$ 1,680.00	50.00	$ 3,600.00	26.67	$ 1,920.00
90.52	Concrete 8" Curb and 24" Gutter Repair	143.00	LF	$ 30.00	$ 4,290.00	50.00	$ 1,500.00	(93.00)	$ (2,790.00)
90.53	Replace Brick Paving	11.11	SY	$ 90.00	$ 1,000.00	1.00	$ 90.00	(10.11)	$ (910.00)
90.54	Replace Asphalt Paving	30.89	SY	$ 70.00	$ 2,162.22	32.00	$ 2,240.00	1.11	$ 77.78
90.55	Concrete Curb Ramp, ADA Compliant	2.00	EA	$ 2,900.00	$ 5,800.00	2.00	$ 5,800.00	0.00	$ -
90.56	Yard/Easement Repair	40.00	SY	$ 50.00	$ 2,000.00	22.00	$ 1,100.00	(18.00)	$ (900.00)
99.99	Contingency, Paid As Needed Upon Engineer's Approval	1.00	LS	$ 18,000.00	$ 18,000.00	2.67	$ 48,014.00	1.67	$ 30,014.00
99.99a1	*Grout Existing Inlet Box on Bellmead; opposite that replaced*			$ 2,200.00		1.00	$ 2,200.00		
99.99a2	*Footing and Steel Shoring Panels for Cloverdale Outfall*			$ 5,500.00		1.00	$ 5,500.00		
99.99a3	*Install 10 tons of Rock Riprap on Cloverdale Outfall*			$ 2,570.00		1.00	$ 2,570.00		
99.99b1	*Grout Existing Rock Box Culvert on East Side of Bonner Below Box*			$ 1,900.00		1.00	$ 1,900.00		
99.99b2	*Replace bottom with reinforced concrete in Rock Box Culvert - Bonner*			$ 6,750.00		1.00	$ 6,750.00		
99.99b3	*New box wall and additional gutter on Houston*			$ 4,497.00		1.00	$ 4,497.00		
99.99c1	*Replace inlet box top with 8" lid and embed plate on Old Bullard*			$ 6,037.00		1.00	$ 6,037.00		
99.99c2	*Replace inlet box bottom and gutter at inlet box on Old Bullard*			$ 3,687.00		1.00	$ 3,687.00		
99.99c3	*Credit for 30" cast lid at S Bonner Ave*			$ (599.00)		1.00	$ (599.00)		
99.99c4	*421 Amberwoood 6' Inlet Box, Floor Only*			$ 3,950.00		1.00	$ 3,950.00		
99.99c5	*205 W Elm, south side: 4' Inlet Box; 24" Manhole, Installed*			$ 7,745.00		1.00	$ 7,745.00		
99.99c6	*205 W Elm, nth side 4' Inlet Box; 24" Manhole, Installed, Lid only*			$ 3,777.00		1.00	$ 3,777.00		
					$ 183,821.78		**$ 212,765.00**		**$ 28,943.22**

	Original contract price:	183,821.78	
Change in contract price from previous change orders:		0	
Change in contract price due to this change order:		28,943.22	
	Adjusted contract price to date:	**212,765.00**	**15.75%**
	Original contract end date / days:	8/4/2023	
Change in contract days from previous change orders:		60	
Change in contract days due to this change order:		90	
	Adjusted contract days to date:	1/1/2024	

RECOMMENDED FOR APPROVAL: Darin Jennings, P.E.
City Engineer
Date

ACCEPTED: Hartbeat Construction
Contractor
William Hart 1.17.24
Date

REVIEWED:
City Attorney's Office
Date

APPROVED: Edward Broussard
City Manager
Date

AGENDA ITEM NUMBER: C-A-

DATE APPROVED BY COUNCIL: 12/13/2023


VINE
HOUSTON
STREET













CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number: C-A-11

Date: February 14, 2024

Subject: Request that the City Council consider authorizing the City Manager to execute the Reconciliation Change Order with Precision Civil, LLC for the 321 Amberwood Circle Outfall Repair project, for the original contract amount of $9,852.00.

Page: Page 1 of

Item Reference:

A problem with the City's outfall adjacent to the residential property at 321 Amberwood Circle was reported by the homeowner of the subject property. At the time of investigation, the homeowner also expressed concerns about erosion of their private property.

Working with the homeowner, the City engaged a contractor to restore the failing outfall, protect it from further erosion, and make the contractor available while mobilized for City work to assist the homeowner in their needs. Three (3) contractors were solicited for proposals, but only one (1) was engaged due to schedule and workload. Precision Civil, LLC, worked with the City and the homeowner to complete the work on time and on budget.

This work was paid for out of the Stormwater Maintenance Budget, Capital Outlay account.

RECOMMENDATION:

Request that the City Council consider authorizing the City Manager to execute the Reconciliation Change Order with Precision Civil, LLC, for the 321 Amberwood Circle Outfall Repair project, for the original contract amount of $9,852.00.

ATTACHMENTS:

SW 2023-13 321 Amberwood Cir Outfall Closeout Signed
EOPC & Bid Tabs - 321 Amberwood Cir Outfall Repair
Precision Civil Proposal Including Private Work
Disconnected Headwall
Reset Headwall
Headwall and Creek Protected
Property Owner Work

Drafted/Recommended By:
Department Leader

Paul Neuhaus, P.E., M.S. - Stormwater Management and Environmental Compliance Engineer

Edited/Submitted By:
City Manager

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, Jesse Wilson *[Name of Affiant]*, do solemnly swear or affirm that I am the legal representative of Precision Civil, LLC *[Contractor's Company / Corporation Name]*, the City of Troup, 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/Quote Number SW - 2023-13
Project Name 321 Amberwood Cir Outfall Repair

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
	$		
	$		
	$		

Jesse Wilson
Signature of Contractor

Sworn to and subscribed before me by *Affiant* on the 1st day of December, 20 23.

REGINA LEIGH WILSON
Notary ID #134031527
My Commission Expires
October 24, 2026

Regina Wilson
Notary Public In and For The State of Texas

Regina Wilson
Notary's Printed Name

My Commission Expires: 10/24/2026

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/Quote Number SW - 2023-13
Project Name 321 Amberwood Cir Outfall Repair

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 *[Person with Whom Signer Contracted]* on the property of City of Tyler *[Owner]* located at 321 Amberwood Cir *[Location]* to the following extent: Outfall Repair *[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 12/1/2023
Precision Civil, LLC (Company name)

By _____ (Signature)
President (Title)

RECONCILIATION CONTRACT CHANGE ORDER
CHANGE ORDER NO. #01

PROJECT NAME: 321 Amberwood Cir

DATE: 11/28/2023

CONTRACTOR: Precision Civil, LLC

BID NUMBER: N/A

ADDRESS: 16601 FM 346 E, Whitehouse, TX 75791

PHONE NO.: (903) 316-3348

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	$ 2,500.00	$ 2,500.00	1.00	$ 2,500.00	0.00	$ -
2	Insurance and Payment Bond	1.00	LS	$ 552.00	$ 552.00	1.00	$ 552.00	0.00	$ -
3	Reset 18" Headwall	1.00	LS	$ 1,800.00	$ 1,800.00	1.00	$ 1,800.00	0.00	$ -
4	Place 18" Rock RipRap	1.00	LS	$ 3,500.00	$ 3,500.00	1.00	$ 3,500.00	0.00	$ -
5	Contingency	1.00	LS	$ 1,500.00	$ 1,500.00	1.00	$ 1,500.00	0.00	$ -
-					$ -	0.00	$ -	0.00	$ -
					$ 9,852.00		**$ 9,852.00**		**$ -**

Original contract price:	9,852.00	
Change in contract price from previous change orders:	0	
Change in contract price due to this change order:	0.00	
Adjusted contract price to date:	**9,852.00**	**0.00%**
Original contract end date / days:	11/30/2023	
Change in contract days from previous change orders:	0	
Change in contract days due to this change order:	0	
Adjusted contract days to date:	11/30/2023	

RECOMMENDED FOR APPROVAL: Paul Neuhaus, M.S., P.E.
Stormwater Mgmt & Env Compl Engineer

Paul Neuhaus 11/28/2023
Date

ACCEPTED: Precision Civil, LLC
Contractor

Jesse Wilson 12/4/2023
Date

REVIEWED:
City Attorney's Office

Date

APPROVED: Edward Broussard
City Manager

Date

AGENDA ITEM NUMBER: C-A-

DATE APPROVED BY COUNCIL: 12/13/2023

Item No.	Work Items	Qty	Units (from pull-down list)		Unit Price		SOV
1.00	Mobilization	1.0	LS	$	2,500.00	$	2,500.00
2.00	Performance, Payment, and Maintenance Bonds	1.0	LS	$	552.00	$	552.00
2.00a	Insurance, including liability naming Owner as additional insured	1.0	LS	$	-	$	-
3.00	Reset Precast 24" Headwall and Outfall	1.0	SF	$	1,800.00	$	1,800.00
4.00	Riprap; Size 12"	1.0	LS	$	3,500.00	$	3,500.00
			LS	$	-	$	-
			LS	$	-	$	-
	Subtotal					**$**	**8,352.00**
	Contingency	1.00	LS	$	1,500.00	$	1,500.00
	Total					**$**	**9,852.00**

Item No.	Work Items	Qty	Units (from pull-down list)		Unit Price		SOV
1.00	Mobilization	1.0	LS	$	-	$	-
2.00	Performance, Payment, and Maintenance Bonds	1.0	LS	$	-	$	-
2.00a	Insurance, including liability naming Owner as additional insured	1.0	LS	$	-	$	-
3.00	Reset Precast 24" Headwall and Outfall	1.0	SF	$	-	$	-
4.00	Riprap; Size 12"	1.0	LS	$	-	$	-
	Utility Adjustments		LS	$	-	$	-
	Easement Acquisition		LS	$	-	$	-
	Subtotal					**$**	**-**
	Contingency	1.00	LS	$	1,500.00	$	1,500.00
	Total					**$**	**1,500.00**

TOO BUSY; REFUSED TO BID

Item No.	Work Items	Qty	Units (from pull-down list)		Unit Price		SOV
1.00	Mobilization	1.0	LS	$	-	$	-
2.00	Performance, Payment, and Maintenance Bonds	1.0	LS	$	-	$	-
2.00a	Insurance, including liability naming Owner as additional insured	1.0	LS	$	-	$	-
3.00	Reset Precast 24" Headwall and Outfall	1.0	SF	$	-	$	-
4.00	Riprap; Size 12"	1.0	LS	$	-	$	-
	Utility Adjustments		LS	$	-	$	-
	Easement Acquisition		LS	$	-	$	-
	Subtotal					**$**	**-**
	Contingency	1.00	LS	$	1,500.00	$	1,500.00
	Total					**$**	**1,500.00**

TOO BUSY; REFUSED TO BID

Precision Civil

16601 Fm 346 E.
Troup, TX. 75789
903-316-3348

Proposal

Amberwood Creek Channel
Creek Channel Repairs

Tyler ,Texas
8/1/2023

Qty.	Scope	Description	Total
1 LS	Mobilization	Provide mobilization of equipment, material and provide staking for this specific scope of the project.	$2,500.00
1 LS	COT Headwall	To furnish labor , material and equipment necessary to reset headwall in place.	$1,800.00
1 LS	COT RipRap	To furnish labor, material and equipment necessary to place 1 load of RipRap along creek channel.	$3,500.00
1 LS	Schlensker RipRap	To furnish labor, material and equipment necessary to place 1 load of RipRap along creek channel.	$3,500.00
1 LS	Schlensker Channel Grading	To furnish labor, material and equipment necessary reshape and grade creek channel.	$2,500.00
1 LS	Insurance and Bonds	Provide insurance and bonds to the City if Tyler at a rate of 4%	$552.00
		Total	**$14,352.00**

Jesse Wilson
Precision Civil









CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number: C-A-12

Date: February 14, 2024

Subject: Request that the City Council consider authorizing the City Manager to purchase a Kubota RTV520D utility vehicle for Southside Waste Treatment Plant from Lowe Tractor in Tyler Buyboard contract 706-23 for $12,145.49.

Page: Page 1 of

Item Reference:

The fleet replacement program budgets for departments to replace their vehicles on a regular schedule, particularly those with mileage and/or maintenance cost expectations. After meeting with the Waste Treatment Department staff, it was determined they needed to replace unit 15503 with a more heavy-duty unit. After discussing specifications, Vehicle Services reached out to Lowe Tractor and Professional Turf both Buyboard vendors for this unit. Lowe Tractor has the best overall price for our needs.

Lowe Tractor - Buyboard Contract #706-23 RTV520D - $12,145.49
Professional Turf - Buyboard Contract #706-23 workman diesel $25,111.25 or workman gas $34,898.33

Funds are available in Vehicle Services account 640-0661-641-2604

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to purchase a Kubota RTV520D utility vehicle for Southside Waste Treatment Plant from Lowe Tractor in Tyler Buyboard contract 706-23 for $12,145.49.

ATTACHMENTS:

UTV bids

Drafted/Recommended By:
Department Leader

Stan Stoffregen Fleet Manager

Edited/Submitted By:
City Manager

BuyBoard Cooperative Purchasing

Contract Numbers:
GM - #706-23
CE - #685-22

RTV520D-HS WEB QUOTE #2739843
Date: 1/23/2024 8:50:05 AM

– Customer Information –
Schreck, Deb
City Of Tyler
dschreck@tylertexas.com
9035311321

Quote Provided By
LOWE TRACTOR & EQUIPMENT, INC.
Lazaro Rodriguez
3250 NNE Loop 323
Tyler, TX 75708
email: junior@lowetractor.com
phone: 9035935337

ATV

– Standard Features –

– Custom Options –

Kubota

V Series

RTV520D-HS (Orange Deluxe)

*** EQUIPMENT IN STANDARD MACHINE ***

GASOLINE ENGINE
Model Kubota GZ520-E3F-UV
2 cyl, 4 cycle OHC
Water cooled
Electronic fuel injection (EFI)
27.8 cu. in.
+17.4 Net Eng HP

TRANSMISSION
Variable Hydro Transmission
Forward Speeds:
Low 0 - 10 mph
High 0 - 25 mph
Reverse 0 - 10 mph
Rear differential lock

FLUID CAPACITY
Fuel Tank 5.0 gal
Cooling 1.3 qts
Engine 1.43 qts
Transmission 2.38 gal
Brake Fluid 0.21

SAFETY EQUIPMENT
OSHA 1928.52 ROPS and seat belt
Rear Wheel Hand Parking Brake
Spark Arrestor Muffler
Sound Level - operator's Ear 81.9 dBA
@ max. rpms

DIMENSIONS
Width 54.7 in
Height 74.0 in
Length 105.1 in
Wheelbase 70.8 in
Tow Capacity 1168 lbs
Ground Clearance F/R 8.1 in/6.7 in

CARGO BOX
Width 40.6 in
Length 33.7 in
Depth 11.4 in
Load Capacity 441 lbs
Vol. Capacity 9.0 cu ft

OPERATING FEATURES
Rack and Pinion Steering
VHT Plus Transmission
Front Independent Suspension
Rear Semi-independent Suspension
Brakes - Front/Rear Dry Disc
Rear Brake Lights / Front Headlights
2" Hitch Receiver - Front & Rear

TIRES AND WHEELS
Heavy Duty Tire F 24 x 9 - 12, 6 ply
R 24 x 11 - 12, 6 ply

RTV520D-HS Base Price:	$12,699.00
(1) PLASTIC CANOPY (MIN ORD QTY=3) K7311-99390-PLASTIC CANOPY (MIN ORD QTY=3)	$282.61
Configured Price:	$12,981.61
BUY BOARD Discount:	($2,855.95)
SUBTOTAL:	$10,125.66
1Yr RTV520D-HS Extended Warranty (1500 hrs.)	$350.00
Dealer Assembly:	$36.67
Freight Cost:	$712.50
PDI:	$400.00
Assembly/Custom Installs	$450.00
Title Fee	$55.00
TX HVY EQ	$15.66
Total Unit Price:	$12,145.49
Quantity Ordered:	1
Final Sales Price:	$12,145.49

Purchase Order Must Reflect the Final Sales Price

To order equipment – purchase orders must be made out and returned to:

Kubota Tractor Corporation
Attn: National Accounts
1000 Kubota Drive
Grapevine, TX 76051
or email NA.Support@kubota.com
or call 817-756-1171 or fax 844-582-1581

DRAFT

*All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

© 2018 Kubota Tractor Corporation. All rights reserved.

Professional Turf Products, L.P.
1010 North Industrial Blvd.
Euless, Texas 76039
Carl Johnson
(903) 376-4513
johnsonc@proturf.com

Ship To	City Of Tyler - Parks Dept.	Date:	1/23/2024
Bill To	BUYBOARD (CONTRACT # 706-23) - Credit Cards Not Accepte	Tax Rate	
Contact	Deb Schrick	Destination	Included
Address	P.O. Box 2039, Tyler, TX 75710	Trade-In	
		Finance	
Phone	903-531-1353	Account Type	Contract
Email	dschreck@tylertexas.com	QMS: ID	150210
Comments:	Quote for Toro Workman UTX Diesel with Canopy and front and back windshields. Buyboard pricing, destination included. Tax Exempt.		

Proposal

Qty	Model #	Description		Selling Price
1	08102	Workman UTX Diesel		
1	08110	Canopy, Polyethylene		
1	08113	Windshield, Hard Coat Polycarbonate		
1	08116	Rear Window, Polycarbonate		
1	08134	Electric Bed Lift		
		Workman UTX Diesel	$	25,111.28

SubTotal	$	25,111.28
Destination		Included
Tax (Exempt)	$	-
TOTAL	$	25,111.28

Comments:

For all New Equipment, Demo units may be available for up to 20% savings.
For all New Equipment, Refurbished units may be available for up to 40% savings.
Due to unexpected issues with much of our supply chain, we are experiencing longer lead times than we have seen in the past. We are doing everything we can to get products to you as quickly as possible.

Terms & Conditions:
1. Prices & Finance Rates are subject to change at any time. Monthly Payments are Estimates based on Prices & Rates when quoted.
2. Due to the volatility of inflation, rising transportation costs, and supply shortages, some orders may incur additional cost increases that are beyond the control of PTP and the vendors we represent. These pricing adjustments may be made from the time the order is entered through equipment delivery. Any adjustments will be communicated to customers with orders in the system with a new sale price as they occur.
3. Order cancellations are subject to fees up to 10% of the original order value.
4. Equipment delivery time is estimated once credit is approved & documents are executed & is contingent on Manufacturer availability.
5. Payments by Credit Card are subject to convenience fee.
6. Used and Demo equipment is in high demand and availability is subject to change.
A. Upon firm customer commitment to purchase & credit is approved, said equipment availability will be determined.
B. In the event equipment is unavailable at time of order, PTP will employ every resource to secure an acceptable substitute.
C. PTP strongly advises the customer to issue a firm PO as quickly as possible after acceptance of quotation.
7. "Trade In Allowances" will be treated as a credit for future parts purchases on PTP account unless other arrangements have been made.

Returns Policy:
1. All returns & Canceled PO's are subject to restocking, refurbishing, usage, and shipping fees.
2. All returns must be able to be sold as new.
3. Items missing parts are non returnable.

Confidential Property of Professional Turf Products

Professional Turf Products, L.P.
1010 North Industrial Blvd.
Euless, Texas 76039
Carl Johnson
(903) 376-4513
johnsonc@proturf.com

Ship To	City Of Tyler - Parks Dept.	Date:	1/23/2024
Bill To	BUYBOARD (CONTRACT # 706-23) - Credit Cards Not Accepte	Tax Rate	
Contact	Deb Schrick	Destination	Included
Address	P.O. Box 2039, Tyler, TX 75710	Trade-In	
		Finance	
Phone	903-531-1323	Account Type	Contract
Email	dschreck@tylertexas.com	QMS: ID	150197
Comments:	Quote for New Toro HDX Workman Model # 07384. 2WD Gas Unit. Buyboard Pricing. Destination Included. Tax Exempt.		

Proposal

Qty	Model #	Description		Selling Price
1	07384	Workman HDX - 2WD (Kubota Gas)		
2	131-6690	Seat Cover Small Grey		
1	30248	MVP Kit 400 Hour		
		Workman HDX - 2WD (Kubota Gas)	**$**	**34,898.33**

SubTotal	**$**	**34,898.33**
Destination		**Included**
Tax (Exempt)	**$**	**-**
TOTAL	**$**	**34,898.33**

Comments:

For all New Equipment, Demo units may be available for up to 20% savings.
For all New Equipment, Refurbished units may be available for up to 40% savings.
Due to unexpected issues with much of our supply chain, we are experiencing longer lead times than we have seen in the past. We are doing everything we can to get products to you as quickly as possible.

Terms & Conditions:
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Returns Policy:
1. All returns & Canceled PO's are subject to restocking, refurbishing, usage, and shipping fees.
2. All returns must be able to be sold as new.
3. Items missing parts are non returnable.

Confidential Property of Professional Turf Products

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number: C-A-13

Date: February 14, 2024

Subject: Request that the City Council consider authorizing the City Manager to purchase (2) two 52" mowers from Tyler Power Equipment for Code Enforcement and Waste Treatment for a total purchase cost of $19,998.00.

Page: Page 1 of

Item Reference:

The fleet replacement program budgets for departments to replace their vehicles on a regular schedule, particularly those with mileage and/or maintenance cost expectations. After meeting with the Waste Treatment and Code Enforcement Department, it was decided that unit 530 and unit 8504 need replaced due to maintenance issues. These mowers need to be 52" mowers due to gate width restrictions. Vehicle Services contacted Lowe Tractor and Professional Turf the 2 Buyboard vendors with this contract. Both vendors do not have anything smaller than 60" mowers. We contacted Tyler Power Equipment, and they had several in stock ready for delivery. The purchase price for the 52" mowers is $9,999.00 each for a total purchase cost of $19,998.00.

Funds are available in the Vehicle Replacement fund 640-0661-641-2604.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to purchase (2) two 52" mowers from Tyler Power Equipment for Code Enforcement and Waste Treatment for a total purchase cost of $19,998.00.

ATTACHMENTS:

52" mower quote

Drafted/Recommended By:
Department Leader

Stan Stoffregen Fleet Manager

Edited/Submitted By:
City Manager

Tyler Power Equipment
1820 N NW LOOP 323
TYLER, TX 75702
P 903-630-7062 F 903-630-7064

SOLD TO:
CITY OF -TYLER 410 W OAKWOOD TYLER, TX 75702

SHIP TO:
CITY OF -TYLER 410 W OAKWOOD TYLER, TX 75702

Terminal: 12

Tax Exempt # 17560006979

Council 2/14/24

No returns without a receipt.
No returns on special order or electrical parts.
There is a 20% restocking fee on all returns.

Shipped VIA: WALK IN

Time: 14:45

ACCOUNT	DATE	INVOICE	SALESMAN	STORE	P/O NUMBER	SPECIAL INFORMATION
2179	1/23/24	93340	002/002	1		

ORD	SHIP	B/O	LINE	PART NUMBER	DESCRIPTION	LIST	NET	AMOUNT
2	2		SCQ	STCII52V-24FT QUOTE	TIGER CAT II 52 24FT		9999.00	19998.00

#10 Jump 52"

#8504 Conc

#530 Waste treatment

QUOTE ONLY

SUB TOTAL	19998.00
MISC	0.00
LABOR	0.00
Tax: 8.250	0.00
DOWN PAYMENT	
INVOICE TOTAL	19998.00

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number: C-A-14

Date: February 14, 2024

Subject: Request that the City Council consider authorizing the City Manager to purchase (2) two 6" brush mowers from Lowe tractor through Buyboard contract 706-23, for Code Enforcement and Street Department for a total purchase cost of $9,515.00.

Page: Page 1 of

Item Reference:

The fleet replacement program budgets for departments to replace their vehicles on a regular schedule, particularly those with mileage and/or maintenance cost expectations. After meeting with Street and Code Enforcement, it was decided that unit 8532 and unit 11513 needed to be replaced. Lowe Tractor is the local Buyboard vendor (contract # 706-23) with inventory in stock ready for delivery.

Purchase cost will be $4,757.50 each for a total purchase of $9,515.00.

Funds are available in the Vehicle Replacement fund 640-0661-641-2604.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to purchase (2) two 6" brush mowers from Lowe tractor through Buyboard contract 706-23, for Code Enforcement and Street Department for a total purchase cost of $9,515.00.

ATTACHMENTS:

Lowe Tractor brush mower quote

Drafted/Recommended By:
Department Leader

Stan Stoffregen Fleet Manager

Edited/Submitted By:
City Manager

CONTRACT PRICING WORKSHEET

Submission #	5738
Date Prep:	1/25/2024

This Worksheet is prepared by LAND PRIDE and given to BuyBoard Member.
NOTE **PO must be made out: Dealer Name (MDD for Land Pride, Division of Great Plains Mfg.)*****
Troy Olson - National Accounts Manager / 785-822-5651 / troy.olson@landpride.com

Buying Agency	City of Tyler	Dealer #: 112761 Dealer Name:	Lowe Tractor & Equip
Contact Person	Debra Schreck	Dealer Contact:	Lazaro Rodriguez
Phone:	903-531-1323	Phone:	903-253-3453
Fax:		Email:	junior@lowetractor.com
Email:	dschreck@tylertexas.com	Ship to Location:	Tyler

Product Code:	RCR2672	Description:	Land Pride Med Duty Cutter ON LOT: YES/SN: NOT PROVIDED (LP2032)

A. Product Item Base Unit Price Per Contractor's Buy Board Contract: # 706-23 — $ 5,121.00

B. Published Options - Itemize below - Attach additional sheet if necessary - Include Option Code in description if applicable
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
01 - Front Single Chain Guard	$366.00		
41 - Rear Single Chain Guard	$423.00		
		Subtotal from additional sheet(s):	
		Subtotal B:	$789.00

C. Unpublished Options - Itemize below - Attach additional sheet if necessary
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal from additional sheet(s):	
		Subtotal C:	$ -

D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)

Quantity Ordered :	2	X Subtotal of A+B+C :	$ 5,910.00	= Subtotal D:	$ 11,820.00

E. Other Charges, Trade Ins, Allowances, Discounts, Etc.

Description	Cost	Description	Cost
Freight: (GP)	$0.00		
Set Up:	$400.00		
Delivery:	$250.00	Subtotal E:	$ 650.00
		Discount Percentage :	25.00%
PRICE SUBJECT TO CHANGE		Discount Total :	$ 2,955.00
Estimated Delivery Date :	In Dealer Inventory	**F. Total Purchase Price** (D+E):	$ 9,515.00

8532 Street # 11513 Code
T25 3k

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number: C-A-15

Date: February 14, 2024

Subject: Request that the City Council consider authorizing the City Manager to execute Work Order No. 5 Amendment #3 to KSA Engineers, Inc. This is necessary to add compensation for construction administration for construction, and materials testing will be reduced to reflect the actual cost incurred in the Airport Fencing and Security Improvements project for a total increase in cost of $11,114.00.

Page: Page 1 of

Item Reference:

Revisions of the Tyler Pounds Regional Airport Security Plan became necessary due to obsolete gate components and upgraded services to the Airport. Increased security measures recommended by the Transportation Security Administration (TSA) as part of the new Airport Security Plan include upgrading surveillance and security gates. The Federal Aviation Administration (FAA) has also reviewed and approved the project to upgrade the existing security gates and fencing around the Airport, including the installation of communications between the gates and a central location.

The Work Order Amendment #3 is for the additional compensation for construction administration for the project. Compensation for construction materials testing will be reduced to reflect the actual cost incurred. This adjustment is necessary due to the extended length of time for the construction of the project. FAA will reimburse 100 percent of the cost of the described project (FAA Airport Improvement Project No. 3-48-0215-45-2020), requiring no local match funding.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to execute Work Order No. 5 Amendment #3 to KSA Engineers, Inc. This is necessary to add compensation for construction administration for construction, and materials testing will be reduced to reflect the actual cost incurred in the Airport Fencing and Security Improvements project for a total increase cost of $11,114.00.

ATTACHMENTS:

TYL392 AM 3 for signature

Drafted/Recommended By:
Department Leader

Steve Thompson

Edited/Submitted By:
City Manager

Amendment No. 3 to Work Order No. 5
For Professional Services Relating to
Fencing and Security Improvements
Tyler Pounds Regional Airport

This Amendment No. 3 to Work Order No. 5 between the City of Tyler, Texas (Owner) and KSA Engineers, Inc. (Engineer) signed by the City on February 26, 2018, shall modify the original Work Order No. 5. Work Order No. 5 provided for services to be performed by the Engineer in accordance with an Agreement for Engineering Services between Owner and Engineer dated February 26, 2018.

In case of conflict between the original agreement dated February 26, 2018, Work Order No. 5 dated June 8, 2020, Amendment No. 1 to Work Order No. 5 dated October 8, 2020, and Amendment No. 2 to Work Order No. 5 dated February 14, 2022, this Amendment No. 3 to Work Order No. 5 shall take precedence.

PROJECT DESCRIPTION

Work Order No. 5 included bidding phase services for the Fencing and Security Improvements project. Amendment No. 1 included construction services for the Fencing and Security Improvements project. Amendment No. 2 included design, bidding and construction phase services for modifications to the hold short position signage and markings associated with the Runway 22/Taxiway Foxtrot intersection and additional compensation for construction phase services for the Fencing and Security Improvements project due to additional time added to the contract via change orders.

SCOPE OF SERVICES

This Amendment No. 3 is necessary to add compensation for construction administration for the project. Compensation for construction materials testing will be reduced to reflect the actual cost incurred. This adjustment is necessary due to the extended length of time for the construction of the project.

COMPENSATION

Increase Work Order No. 5 and Amendments No. 1 & 2 from $177,120 to $188,234 (+$11,114). See Exhibit A for breakdown and hourly rates.

Agreed by:

OWNER:	ENGINEER:
CITY OF TYLER, TEXAS	KSA ENGINEERS, INC.
BY:_____	BY:_____
	CRAIG H. PHIPPS, P.E. AVIATION PRACTICE DIRECTOR
ATTEST:_____	ATTEST: Sheila Rogers
DATE:_____	DATE: January 15, 2024

Tyler Pounds Regional Airport **Exhibit A**
Amendment No. 3 to Work Order No. 5
Fencing and Security Improvements
Summary of Engineering Related Fees

Item No.	Description	Invoicing Method	Work Order No. 5 Total Amount	Amendment No. 1 Total Amount	Amendment No. 2 Total Amount	Amendment No. 3 Total Amount
Basic Services						
1	Preliminary Engineering Report	Lump Sum	Not Included	Not Included	Not Included	Not Included
2	Preliminary Design	Lump Sum	Not Included	Not Included	Not Included	Not Included
3	Final Design	Lump Sum	Not Included	Not Included	$6,250.00	Not Included
4	Bidding	Lump Sum	$ 15,500.00	Not Included	$2,700.00	Not Included
5	Construction	Lump Sum	Not Included	$ 35,200.00	$ 9,720.00	$ 13,450.00
6	Post-Construction	Lump Sum	Not Included	$ 5,700.00	$ 1,000.00	Not Included
		Subtotal:	$15,500.00	$40,900.00	$19,670.00	$13,450.00
Additional Services						
7	PER Phase Surveying	Hourly	Not Included	Not Included	Not Included	Not Included
8	GIS Survey	Direct Cost + 5%	Not Included	Not Included	Not Included	Not Included
9	Design Phase Surveying	Hourly	Not Included	Not Included	Not Included	Not Included
10	Plat & Description Preparation	Hourly	Not Included	Not Included	Not Included	Not Included
11	Geotechnical Engineering	Direct Cost + 5%	Not Included	Not Included	Not Included	Not Included
12	Preparation of FAA Forms	Hourly	Not Included	Not Included	Not Included	Not Included
13	Coordination with Sub-Consultant - Design Phase	Lump Sum	$ 850.00	Not Included	Not Included	Not Included
14	Coordination with Sub-Consultant - Const. Phase	Lump Sum	Not Included	$2,100.00	Not Included	Not Included
15	Property Acquisition	Direct Cost + 5%	Not Included	Not Included	Not Included	Not Included
16	Printing of Plans and Specifications - PER Phase	Direct Cost + 5%	Not Included	Not Included	Not Included	Not Included
17	Printing of Plans and Specifications - Design Phase	Direct Cost + 5%	Not Included	Not Included	Not Included	Not Included
18	Printing of Plans and Specifications - Const. Phase	Direct Cost + 5%	Not Included	$ 3,000.00	Not Included	Not Included
19	Construction Surveying	Hourly + Reimbursable	Not Included	$ 6,000.00	Not Included	Not Included
20	Construction Materials Testing	Direct Cost + 5%	Not Included	$ 6,300.00	Not Included	($2,336.00)
21	Resident Project Representative	Hourly + Reimbursable	Not Included	$ 74,000.00	$ 8,800.00	Not Included
		Subtotal:	$850.00	$91,400.00	$8,800.00	($2,336.00)
		Total Estimated Engineering Related Fees	$16,350.00	$132,300.00	$28,470.00	$11,114.00

Notes:
Hourly rates shown on Page 2 of 2 on Exhibit A

2024 SCHEDULE OF HOURLY FEES - Aviation

Principal	$300.00/hour
Senior Aviation Planner	$225.00/hour
Aviation Planner	$185.00/hour
Electrical Engineer	$195.00/hour
Electrical Design Engineer	$160.00/hour
Senior Project Manager	$240.00/hour
Project Manager	$195.00/hour
Senior Project Engineer	$185.00/hour
Project Engineer	$160.00/hour
Senior Design Engineer	$155.00/hour
Design Engineer	$130.00/hour
Senior Project Architect	$240.00/hour
Project Architect	$145.00/hour
Design Architect	$105.00/hour
Senior Engineering Technician	$210.00/hour
Engineering Technician	$115.00/hour
Senior Design Technician	$135.00/hour
Design Technician	$ 95.00/hour
Project Assistant	$125.00/hour
Senior CAD Technician	$100.00/hour
CAD Technician	$ 90.00/hour
Senior Project Representative	$120.00/hour
Project Representative	$105.00/hour
Graphic Designer	$ 80.00/hour
Grant Administrator	$135.00/hour
Administrative Assistant	$ 95.00/hour
Secretary	$ 60.00/hour
Three-Man Survey Crew	$210.00/hour
Two-Man Survey Crew	$180.00/hour
Senior Registered Surveyor	$180.00/hour
Registered Surveyor	$155.00/hour
Senior Survey Technician	$120.00/hour
Survey Technician	$100.00/hour
Mileage	$ 0.66/mile
ATV (4-Wheeler)	$100.00/day
GPS	$100.00/day
Reimbursable Expenses (Travel, Lodging, Copies, Printing)	Actual Cost
Outside Consultants	Cost + 15%

NOTE: The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually to reflect equitable changes in the compensation payable to Engineer.

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number: C-A-16

Date: February 14, 2024

Subject: Request that the City Council consider authorizing the City Manager to execute an amendment of an Airport Auto Rental Lease between the City of Tyler and The Hertz Corporation at Tyler Pounds Regional Airport.

Page: Page 1 of

Item Reference:

On October 09, 2019, quotations were solicited for four (4) available rental car concession leases at Tyler Pounds Regional Airport. Three (3) quotations were received and publicly opened by the City of Tyler Purchasing Department on December 10, 2019. Quotations were received from the following: Hertz Corporation, dba Hertz, EAN Holdings, LLC, dba National Car Rental and EAN Holdings, LLC, dba Enterprise Rent-A-Car. The Airport Auto Rental Lease term was for three (3) years from February 1, 2020, through January 31, 2023. In December of 2022, the lease was renewed for one-year term from February 1, 2023, through January 31, 2024.

The Hertz Corporation has requested an amendment of this lease to grant a three-year renewal option from February 1, 2024, to January 31, 2027. The office, counter and queuing space rental will be $600.00 per month. All other rental fees will remain the same.

All fees were set in accordance with Chapter 12-31 of the Tyler Code of Ordinances.

RECOMMENDATION:

It is recommended that the City Council consider recommending the City Council to consider authorizing the City Manager to execute an amendment of an Airport Auto Rental Lease between the City of Tyler and The Hertz Corporation at Tyler Pounds Regional Airport.

ATTACHMENTS:

HERTZ Renewal 2024

Drafted/Recommended By:
Department Leader

Steve Thompson

Edited/Submitted By:
City Manager

STATE OF TEXAS	§	**RENEWAL OF AIRPORT AUTO RENTAL LEASE**
COUNTY OF SMITH	§	**THE HERTZ CORPORATION**

WHEREAS, on February 1, 2020, the City of Tyler ("City") previously entered into an Airport Auto Rental Lease with THE HERTZ CORPORATION ("Lessee") for a term of February 1, 2020 through January 31, 2023; and

WHEREAS, on December 12, 2022, the City of Tyler ("City") extended the Airport Auto Rental Lease for a one (1) year period from February 1, 2023 through January 31, 2024, with the option to renew for an additional one (1) year period with rental fees negotiated; and

WHEREAS, Lessee desires to extend the Airport Auto Rental Lease for a three (3) year period from February 1, 2024 to January 31, 2027.

WHEREAS, it is considered to be in the public interest to approve a renewal of the Airport Auto Rental Lease;

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

PART 1: That the term of the February 1, 2020 Airport Auto Rental Lease between the City of Tyler ("City") and THE HERTZ CORPORATION ("Lessee"), is hereby extended for a period of about three (3) years from February 1, 2024 through January 31, 2027.

PART 2: That Article IV., "Rentals" Section A., "Payment Schedule" of the February 1, 2020 Airport Auto rental Lease between the City of Tyler ("City") and THE HERTZ CORPORATION ("Lessee"), is hereby amended by amending the third sentence of the First Paragraph to read as follows, with no other changes to Section A.:

Lessee shall also pay six hundred dollars ($600.00) per month for office, counter and queuing space.

PART 3: That all other provisions of the February 1, 2020, Airport Auto Rental Lease between City and Lessee shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this document to be signed this _____ day of _____, A.D., 2024.

CITY OF TYLER, TEXAS

BY: _____

EDWARD BROUSSARD
CITY MANAGER
City Council approved: _____
Item # _____

ATTEST:

_____
CASSANDRA BRAGER, CITY CLERK

LESSEE

BY: _____

The Hertz Corporation

ATTEST:

_____
The Hertz Corporation

RECOMMENDED: _____
AIRPORT MANAGER

(Airport Advisory Board considered on _____ and _____approval.)

APPROVED:_____
CITY ATTORNEY

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number: C-A-17

Date: February 14, 2024

Subject: Request that the City Council consider authorizing the City Manager to execute an amendment of an Airport Auto Rental Lease between the City of Tyler and EAN Holdings, LLC dba Enterprise Rent-A-Car at Tyler Pounds Regional Airport.

Page: Page 1 of

Item Reference:

On October 09, 2019, quotations were solicited for four (4) available rental car concession leases at Tyler Pounds Regional Airport. Three (3) quotations were received and publicly opened by the City of Tyler Purchasing Department on December 10, 2019. Quotations were received from the following: Hertz Corporation, dba Hertz, EAN Holdings, LLC, dba National Car Rental and EAN Holdings, LLC, dba Enterprise Rent-A-Car. The Airport Auto Rental Lease was for three (3) years from February 1, 2020, through January 31, 2023. In December of 2022, the lease was renewed for one year from February 1, 2023, through January 31, 2024.

EAN Holdings, LLC dba Enterprise Rent-A-Car has requested an amendment of this lease to grant a three-year renewal option from February 1, 2024, to January 31, 2027. The office, counter, and queuing space rental will be $600.00 per month. All other rental fees will remain the same.

All fees were set in accordance with Chapter 12-31 of the Tyler Code of Ordinances.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to execute an amendment of an Airport Auto Rental Lease between the City of Tyler and EAN Holdings, LLC dba Enterprise Rent-A-Car at Tyler Pounds Regional Airport

ATTACHMENTS:

EAN dba Enterprise Renewal 2024.

Drafted/Recommended By:
Department Leader

Steve Thompson

Edited/Submitted By:
City Manager

STATE OF TEXAS	§	**RENEWAL OF AIRPORT AUTO RENTAL LEASE**
COUNTY OF SMITH	§	**EAN HOLDINGS, LLC Dba ENTERPRISE RENT-A-CAR**

WHEREAS, on February 1, 2020, the City of Tyler ("City") previously entered into an Airport Auto Rental Lease with EAN HOLDINGS, LLC dba ENTERPRISE RENT-A-CAR ("Lessee") for a term of February 1, 2020 through January 31, 2023; and

WHEREAS, on December 12, 2022, the City of Tyler ("City") extended the Airport Auto Rental Lease for a one (1) year period from February 1, 2023 through January 31, 2024, with the option to renew for an additional one (1) year period with rental fees negotiated; and

WHEREAS, Lessee desires to extend the Airport Auto Rental Lease for a three (3) year period from February 1, 2024 to January 31, 2027.

WHEREAS, it is considered to be in the public interest to approve a renewal of the Airport Auto Rental Lease;

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

PART 1: That the term of the February 1, 2020 Airport Auto Rental Lease between the City of Tyler ("City") and EAN HOLDINGS, LLC dba Enterprise Rent-A-Car ("Lessee"), is hereby extended for a period of about three years from February 1, 2024 through January 31, 2027.

PART 2: That Article IV., "Rentals" Section A., "Payment Schedule" of the February 1, 2020 Airport Auto rental Lease between the City of Tyler ("City") and EAN HOLDINGS, LLC dba ENTERPRISE RENT-A-CAR ("Lessee"), is hereby amended by amending the third sentence of the First Paragraph to read as follows, with no other changes to Section A.:

Lessee shall also pay six hundred dollars ($600.00) per month for office, counter and queuing space.

PART 3: That all other provisions of the February 1, 2020, Airport Auto Rental Lease between City and Lessee shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this document to be signed this _____ day of _____, A.D., 202_.

CITY OF TYLER, TEXAS LESSEE

BY: _____ BY: _____

EDWARD BROUSSARD
CITY MANAGER
City Council approved: _____
Item # _____

ATTEST: ATTEST:

_____ _____

CASSANDRA BRAGER, CITY CLERK

RECOMMENDED: _____
AIRPORT MANAGER

(Airport Advisory Board considered on _____ and _____approval.)

APPROVED:_____
CITY ATTORNEY

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number: C-A-18

Date: February 14, 2024

Subject: Request that the City Council consider authorizing the City Manager to execute an amendment of an Airport Auto Rental Lease between the City of Tyler and EAN Holdings, LLC dba National Car Rental at Tyler Pounds Regional Airport.

Page: Page 1 of

Item Reference:

On October 09, 2019, quotations were solicited for four (4) available rental car concession leases at Tyler Pounds Regional Airport. Three (3) quotations were received and publicly opened by the City of Tyler Purchasing Department on December 10, 2019. Quotations were received from the following: Hertz Corporation, dba Hertz, EAN Holdings, LLC, dba National Car Rental and EAN Holdings, LLC, dba Enterprise Rent-A-Car. The Airport Auto Rental Lease term was for three (3) years from February 1, 2020 and terminates January 31, 2023. In December of 2022, the lease was renewed for one-year term from February 1, 2023 through January 31, 2024.

EAN Holdings, LLC dba National Car Rental has requested an amendment of this lease to grant a three-year renewal option for February 1, 2024 through January 31, 2027. The office, counter and queuing space rental will be $600.00 per month. All other rental fees will remain the same.

All fees were set in accordance with Chapter 12-31 of the Tyler Code of Ordinances.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to execute an amendment of an Airport Auto Rental between the City of Tyler and EAN Holdings, LLC dba National car Rental at Tyler Pounds Regional Airport.

ATTACHMENTS:

EAN dba National Renewal 2024

Drafted/Recommended By:
Department Leader

Steve Thompson

Edited/Submitted By:
City Manager

STATE OF TEXAS	§	**RENEWAL OF AIRPORT AUTO RENTAL LEASE**
COUNTY OF SMITH	§	**EAN HOLDINGS, LLC Dba NATIONAL CAR RENTAL**

WHEREAS, on February 1, 2020, the City of Tyler ("City") previously entered into an Airport Auto Rental Lease with EAN HOLDINGS, LLC dba NATIONAL CAR RENTAL ("Lessee") for a term of February 1, 2020 through January 31, 2023; and

WHEREAS, on December 12, 2022, the City of Tyler ("City") extended the Airport Auto Rental Lease for a one (1) year period from February 1, 2023 through January 31, 2024, with the option to renew for an additional one (1) year period with rental fees negotiated; and

WHEREAS, Lessee desires to extend the Airport Auto Rental Lease for a three (3) year period from February 1, 2024 through January 31, 2027.

WHEREAS, it is considered to be in the public interest to approve a renewal of the Airport Auto Rental Lease;

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

PART 1: That the term of the February 1, 2020 Airport Auto Rental Lease between the City of Tyler ("City") and EAN HOLDINGS, LLC dba NATIONAL CAR RENTAL ("Lessee"), is hereby extended for a period of about three years from February 1, 2024 through January 31, 2027.

PART 2: That Article IV., "Rentals" Section A., "Payment Schedule" of the February 1, 2020 Airport Auto rental Lease between the City of Tyler ("City") and EAN HOLDINGS, LLC dba NATIONAL CAR RENTAL ("Lessee"), is hereby amended by amending the third sentence of the First Paragraph to read as follows, with no other changes to Section A.:

Lessee shall also pay six hundred dollars ($600.00) per month for office, counter and queuing space.

PART 3: That all other provisions of the February 1, 2020, Airport Auto Rental Lease between City and Lessee shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this document to be signed this _____ day of _____, A.D., 202_.

CITY OF TYLER, TEXAS

BY: _____

EDWARD BROUSSARD
CITY MANAGER
City Council approved: _____
Item # _____

ATTEST:

_____
CASSANDRA BRAGER, CITY CLERK

LESSEE

BY: _____

ATTEST:

_____

RECOMMENDED: _____
AIRPORT MANAGER

(Airport Advisory Board considered on _____ and _____approval.)

APPROVED:_____

CITY ATTORNEY