CITY COUNCIL AGENDA

Wednesday, June 12, 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, June 12, 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, please fill out the information on the IPAD located outside the Council Chambers. Speakers will be heard as the individual item(s) in which they have registered an interest come before the Council. Your remarks will be limited in duration depending on the number of people wanting to speak on a particular item. Comments to the City Council should only be made from the podium. This will ensure that the comments are picked up by the microphones and are made a part of the official record. Delay or interruption of the proceedings will not be tolerated.

INVOCATION

PLEDGE OF ALLEGIANCE

MINUTES

Request that the City Council consider approving the minutes of the regular meeting of the City Council of the City of Tyler, Texas held on May 8, 2024.

PRESENTATION

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

ORDINANCE

O-1 Request that the City Council consider adoption of an Ordinance amending Tyler City Code Chapter 19, Section 19-33, Responsibility for Leakage.

MISCELLANEOUS

M-1 Request that the City Council consider authorizing the City Manager to execute an engineering agreement in the amount of $420,285.00 with C.T. Brannon Corporation for the design and construction phase services for the Highway 271 & FM 14 - 12-inch Water Line Extension Project which will be funded with ARPA and Capital Funds.

M-2 Request that the City Council consider authorizing the City Manager to execute a professional services contract in the amount of $980,659.00 with HDR Inc. for the Lake Tyler Raw Water Pipelines Condition Assessment and adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt.

M-3 Request that the City Council consider authorizing the City Manager to execute a contract with C&A Construction, LLC in the amount of $7,022,462.14 for the Consent Decree Group 6 Traditional Package, Bid 24-019.

M-4 Request that the City Council consider authorizing the City Manager to execute a contract with Lopez Utility Construction, LLC in the amount of $1,731,333.00 for the Consent Decree Group 6 Specialty Package, Bid 24-020.

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 adopting a Resolution authorizing the application for and acceptance of Federal Transit Administration (FTA) Grant Funds under the Section 5307 Fiscal Year 2022 in the amount of $2,479,924 to assist with the Transit Department's operating cost. This Resolution also accepts any grant amendments and funds to increase the grant funding levels and reduce the local match requirements.

C-A-2 Request that the City Council consider authorizing the City Manager to approve Amendment #4 to Via Mobility, LLC, RFP 21-008, to add additional Microtransit Zone creation in the amount of $5,000 for each request in the future, and to exercise the contracts additional one (1) year extension of the existing contract.

C-A-3 Request that the City Council consider authorizing the City Manager to execute an Agreement for Access across City-owned property located near 18030 County Road 2332 to Steven T. Chaney.

C-A-4 Request that the City Council consider authorizing the City Manager to purchase additional Pro License Bundles (with Application Programming Interface) through AXON Enterprise, Inc. to facilitate secure digital evidence transfers to the Smith County District Attorney's Office, at a total cost of $99,367.50 over the next four (4) years.

C-A-5 Request that the City Council consider authorizing the City Manager to sign a Pipeline Crossing Agreement with the Union Pacific Railroad (UPRR) Company for constructing a sanitary sewer pipeline within Union Pacific Railroad right-of-way and payment of the License Fee in the amount of $7,000.

C-A-6 Request that the City Council consider authorizing the City Manager to ratify approval of two Additional Services Request (ASR) Engineering Contracts, in amounts not to exceed $14,200 and $11,800 with Langan Engineering for the Consent Decree Group 4 Remedial Measures Implementation ASRs 1 & 2.

C-A-7 Request that the City Council consider authorizing the City Manager to approve a Reconciliation Change order in the amount of $213,358.05, approving final payment, and releasing retainage in the amount of $43,585.75 to Reynolds and Kay, LTD, for the 2023 Asphalt Enhancement Project.

CITY MANAGER'S REPORT

ADJOURNMENT

MINUTES OF THE REGULAR CALLED MEETING OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS May 8, 2024

A regular called meeting of the City Council of the City of Tyler, Texas, was held Wednesday, May 8, 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
Asst. City Manager:	Heather Nick
City Attorney:	Deborah G. Pullum
Deputy City Attorney:	Steve Kean
Director of Organizational Development:	Regina Y. Moss
Planning Director:	Kyle Kingma
Chief Financial Officer:	Keidric Trimble
City Fire Chief:	David Coble
Police Chief:	Jimmy Toler
City Engineer:	Darin Jennings
Director of Utilities:	Kate Dietz
Strategic Planner:	Blake Cathey
City Clerk:	Cassandra Brager

INVOCATION

The Invocation was given by Councilmember Hene.

MINUTES

Motion by Councilmember Wynne to approve the April 10, 2024 minutes; seconded by Mayor Pro Tem Curtis; motion carried 7 - 0 & approved as presented.

MISCELLANEOUS

M-1 Request that the City Council consider accepting the annual review of City of Tyler abatements regarding Hiland Dairy, Homeland Title, Hood Packaging, and Trane.

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

M-2 Request that the City Council consider authorizing the City Manager to execute a change order to the 2023 Asphalt Enhancement Project for the reconstruction of Mirabeau Street in the amount of $225,078.02.

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

M-3 **Request that the City Council consider authorizing the City Manager to execute a contract with Reynolds and Kay, LTD for the construction of the 2024 Asphalt Enhancement Project in the amount of $3,203,701.90.**

Motion by Councilmember McGee; 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 add Addendum 2 to Downtown Janitorial Contract with Office Pride Janitorial. This addendum would add the Street Department Administration Offices at a total cost of $30,340 over the next four (4) years of the remaining contract term from a total of $512,481.00 to a total of $542,821.00.**

C-A-2 **Request that the City Council consider authorizing the City Manager to purchase a 3/4 ton truck with a utility bed from Tyler Ford for $69,842.50.**

C-A-3 **Request that the Tyler City Council consider authorizing the City Manager to execute Work Order No. 1 with MHS Planning and Design, LLC, in an amount not to exceed $121,335.00 to provide engineering services for the 2024 Pedestrian Access Improvements Project.**

C-A-4 **Request that the City Council consider authorizing the City Manager to purchase one slope mower from Kinloch Equipment through Buyboard contract #706-23 for a total cost of $59,000.00.**

C-A-5 **Request that the City Council consider authorizing the City Manager to approve a reconciliation change order that will reduce the contract amount by $23,128.09 and the release of final retainage payment in the amount of $39,204.55 to Reynolds & Kay, LTD for Sanitary Sewer Repair, Bid 23-008.**

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

CITY MANAGER'S REPORT

1. The splash pads at Bergfeld Park, P.T. Cole Park, Faulkner Park, and Woldert Park are officially opened for the season on April 27th. Prior to the season opening, the splash pad at Faulkner Park received its resurfacing treatment with a heavy grip material to increase slip resistance. And so, we have been able to have all splash pads tested between three to four weeks ago and found in running order. And in fact, you've probably, as you've driven by some of those parks, you've seen kids and adults out there playing in those splash pads and so kind of enjoying it as we start to see the heat.
2. Keep Tyler Beautiful hosted the 2024 Great Cleanup on Saturday, April 13th at Southside Park. The event is truly becoming a citywide event with nearly 20 locations throughout the city that were selected. 523 volunteers showed up bright and early that morning and collected 2,900 pounds of litter from Tyler area parks, streets, and

waterways. So we thank our citizens and community groups for jumping in there and being part of this great annual event.

3. Neighborhood Services hosted the Fair Housing Community Resource Fair on Saturday, April 27th over at the Majesty Event Center. They had over 35 social service, health and wellness, transportation, finance, safety, security, legal, and financial organizational entities that were represented throughout the event for citizens to come, to learn more, and to be able to, as far as, enhance their lives through the different services that are offered there.

4. Lindsey Park- One of the things you all approved in the budget process that kind of got a little attention is always something in there that just is not a big ticket item or huge, but it is something that's like, huh. And this year was the autonomous mowers. And so, Lindsay Park is the first location where we've been able to implement the new autonomous mowers and put them into place. And so, other locations may implement similar mowers in the near future. These mowers operate without the use of a rider, connect using a smart device, and have smart features for safety. And so, they're tested, they're put in place and seem to be working well. If you try to stand in front of it, it'll stop.

5. Finally, with all of the sometimes dysfunction we see in Washington, D.C., I do want to say thank you to our Congressman as far as the work that his office is doing on helping us with a project. We're working with Congressman Moran's office on a formal Community Project Funding for the recently approved Department of Transportation budget. And so, this request is for the new air traffic control facility, for which we already have a study underway that the Council approved using federal funds regarding the location and requirements. And so, we had a tight turnaround on it. Congressman Moran's staff was very helpful in making sure to get the material from us. And our different community groups, such as Smith County, the Chamber, and Tyler Economic Development Council, were helping us, helped us in being able to get letters of support for that quick turnaround period as well. And so, we're very grateful for the assistance that we received from his office for the project and getting that submitted to the Appropriations Committee. We also want to thank our Airport Director, Stephen Thompson, for navigating the questions and information needed to complete this kind of turnaround very quickly on getting the request in. And so, we'll see where it goes from here. But we are very glad to be part of that process.

ADJOURNMENT

Motion by Councilmember McKellar to adjourn the meeting at 9:21 am; seconded by Councilmember McGee; 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: P-1

Date: June 12, 2024

Subject: Request that the City Council consider accepting the Gold Star Affiliate Award from Keep Texas Beautiful.

Page: Page 1 of

Item Reference:

For more than 29 years, Keep Tyler Beautiful (KTyB) has actively contributed to the well-being of our community. Each year, we engage citizens, educate them, and encourage active participation in enhancing Tyler's sustainability. KTyB proudly receives national support from Keep America Beautiful as a President's Circle level affiliate and maintains a state-level affiliation with Keep Texas Beautiful. Today we are here to ask Council to accept the 18th consecutive Gold Star Affiliate Award. This prestigious award recognizes our commitment to beautification, litter reduction, positive partnerships, youth education, and event participation.

To achieve Gold Star Affiliate status with Keep Texas Beautiful, organizations must fulfill the following requirements:

Reporting Obligations:

- Pay annual dues.
- Submit an annual report that includes additional supplemental questions.
- Conduct a Community Appearance Index Litter Survey.

Community Engagement:

- Host at least one community event per year.

Support and Recognition:

- Obtain a letter of support from an elected official.

Professional Development:

- Complete at least one of the following:
  - Participate in the Affiliate Mentorship Program as a Mentor.
  - Attend 12 hours of Continuing Teacher Education (CTE) training.
  - Maintain Good Standing with Keep America Beautiful.

Keep Tyler Beautiful coordinates 11 year-round programs along with hosting 10 annual events, 2 biannual events. A list of our current events, programs & projects are listed below.

Events

- Arbor Day – partnership with Urban Forestry & Trees Committee
- Seedling Giveaway - partnership with Urban Forestry & Trees Committee
- Recycled Art Contest

- Great Tyler Cleanup
- Earth Day Festival – new in 2023
- Paint Recycles Day – odd years only
- Hillside Art Wall Repaint – even years only
- Bee Day in the Garden & National Pollinator Week
- Project Daffodil Bulb Sale
- Park Service Day
- Tyler Recycles Day
- Christmas Tree Recycling

Programs & Projects

- Adopt a Spot Litter Abatement Program
- Beauty & the Box
- Beauty & Business Awards
- Beauty & Bloom Residential Awards – new in 2023
- Honeybee Observation Hive
- Recycling Tours & Education
- Murals & Other Beautification Projects
- Tyler Against Graffiti
- Community Outreach & Education Presentations
- Various Individual & Group Volunteer Projects
- Youth Advisory Committee

RECOMMENDATION:

It is recommend that the City Council consider accepting the Gold Star Affiliate Award from Keep Texas Beautiful.

ATTACHMENTS:

Drafted/Recommended By:
Department Leader

Erin Garner/Leanne Robinette

Edited/Submitted By:
City Manager

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number: O-1

Date: June 12, 2024

Subject: Request that the City Council consider adoption of an Ordinance amending Tyler City Code Chapter 19, Section 19-33, Responsibility for Leakage.

Page: Page 1 of

Item Reference: Tyler City Code, Chapter 19, Article III Water & Sewer Service, Division A: Water Service, Section 19-33 Responsibility for Leakage

Amending Tyler City Code, Chapter 19, Section 19-33 will define and explain to consumers of our water system the leakage responsibilities by the end user due to a visible leak from faulty equipment, unauthorized use of water, faulty plumbing inside the discharge side of the meter, or abnormally high consumption on the consumer's water bill. It goes on to explain the billing processes by Tyler Water Utilities and the expectation of the consumer to repair any known leaks on the property to the satisfaction of Tyler Water Utilities. Additionally, this amendment explains how a consumer may apply for a leakage credit if water usage is attributed to an unknown or concealed leak and the prerequisites that must be met to apply. In closing, this amendment will ultimately give the Director or Business Office Manager flexibility in determining eligibility, processing timeframe, and authority to issue credits and/or refunds to consumers with bona fide leaks unknown to the consumer at the time of the application.

RECOMMENDATION:

Request that the City Council consider the adoption of an Ordinance amending Tyler City Code Chapter 19, Utilities, Article III., Water & Sewer Service, Division A, Section 19-33, Responsibility for Leakage.

ATTACHMENTS:

19-33 Leakage Credit Ordinance FINAL

Drafted/Recommended By:
Department Leader

Keidric Trimble

Edited/Submitted By:
City Manager

ORDINANCE NO. O-2024-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, AMENDING CHAPTER 19, "UTILITIES" ARTICLE III. "WATER AND SEWER SERVICES", DIVISION A., "WATER SERVICE", BY AMENDING AND ADOPTING PROVISIONS RELATED TO WATER SERVICE LEAKAGE AND PROVIDING FOR A LEAKAGE CREDIT UNDER CERTAIN CIRCUMSTANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY; AND ESTABLISHING AN EFFECTIVE DATE.

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

WHEREAS, municipalities may, under their police powers, enact reasonable regulations to promote the health, safety and welfare of citizens; and

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

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

WHEREAS, Texas Local Government Code Section 51.072(b) provides that the grant of powers to a municipality under the Texas Local Government Code does not prevent, by implication or otherwise, the municipality from exercising the authority incident to self-government; and

WHEREAS, Section 1 of the Tyler City Charter states that the City of Tyler may make any and all rules and regulations by ordinances and resolutions; and

WHEREAS, Section 1 of the Tyler City Charter states that the City of Tyler may make and enforce local police, sanitary, and other regulations and may pass such ordinances as may be expedient for maintaining and promoting the peace, good government, and welfare of the City, and for the performance of the functions thereof; and

WHEREAS, Section 1 of the Tyler City Charter provides that the City of Tyler may acquire, conduct, own, lease, operate, and regulate public utilities; and

WHEREAS, Section 1 of the Tyler City Charter states that the City of Tyler may create, provide for, construct, regulate, and maintain all things of the nature of public works and improvements; and

WHEREAS, Section 2 of the Tyler City Charter states that the enumeration of particular powers by the Charter shall not be held or deemed to be exclusive, but in addition to the powers enumerated in the Charter, the City shall have and may exercise all other powers which, under the constitution and laws of Texas, it would be competent for the Charter specifically to enumerate; and

WHEREAS, Section 6 of the Tyler City Charter states that pursuant to the provisions of and subject only to the limitations imposed by the State law and the Charter, all of the powers of the City shall be vested in an elective Council, which shall, among other duties, enact legislation; and

WHEREAS, Texas Local Government Code Section 51.001(1) provides that the governing body of a municipality may adopt, publish, amend, or repeal an ordinance, rule, or police regulation that is for the good government, peace, or order of the municipality; and

WHEREAS, Texas Local Government Code Section 51.001(2) provides that the governing body of a municipality may adopt, publish, amend, or repeal an ordinance, rule, or police regulation that is necessary or proper for carrying out a power granted by law to the municipality or to an office or department of the municipality; and

WHEREAS, the City Council is committed to ensuring a safe and dependable supply of water for the citizens of Tyler; and

WHEREAS, the City Council is committed to operating and maintaining a quality wastewater collection and treatment system for the protection of natural water quality; and

WHEREAS, the City of Tyler has established Tyler Water Utilities as the City department responsible for operating and maintaining the water resources of the City of Tyler; and

WHEREAS, Chapter 19 of the City of Tyler Code of Ordinances governs the operation and maintenance of Tyler Water Utilities; and

WHEREAS, Chapter 19, Section 19-33 establishes the rules and regulations for assigning responsibility for leakages in the water system and establishes certain credits that may be issued at the discretion of the Director of Utilities or the Water Business Office Manager; and

WHEREAS, the Director of Utilities and the Water Business Office Manager desire to amend such written policy and procedures to consistently evaluate and treat requests for credits to water bills from Tyler Water Utilities customers who have lost significant amounts of water due to a hidden or concealed leak in the customer's water line that was repaired within a reasonable time after discovery.

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

PART 1: That Tyler City Code Chapter 19, "Utilities", Article III., "Water & Sewer Service", Division A., "Water Service", is hereby amended by amending Section 19-33 to read as follows:

Sec. 19-33. Responsibility for leakage.

a. Consumer responsibility for leakage. Tyler Water Utilities is not responsible for locating or repairing leaks on the customer's side of the meter. All property owners, their agents, and tenants shall be held responsible as consumers for loss of water due to visible leakage in

pipes, faulty or defective equipment such as toilets, faucets, sprinkler systems, and outdoor spigots, any unauthorized water use (i.e. theft, mischief, vandalism), or plumbing inside the discharge side of the meter on said property. In this instance, lost water will be billed according to the rates provided herein. If lost water is not paid for by the due date, Tyler Water Utilities reserves the right to suspend water service according to Sec. 19-63. Service will not be reconnected until all past due balances and any applicable fees are paid in full, and all leaks have been repaired to the satisfaction of the Director. If customers notice an abnormal water usage amount or a large billing discrepancy, the customer has a responsibility to inform Tyler Water Utilities.

b. Process for seeking a leakage credit. Customers are responsible for keeping plumbing on their property in good working order and are encouraged to be aware of their average consumption of water and water use history. All property owners, their agents, and tenants may request an adjustment to a water bill, i.e., leakage credit, showing excessive use due to a loss of water attributable to a concealed or hidden leak. A concealed or hidden leak is defined as a leak that occurs generally underground, inside a wall, or hidden from view and is difficult to detect or locate, requiring disturbance of the wall to view or repair and would be unnoticed, unheard, or unseen by the customer. Leakage credits are offered as a courtesy to help residents recoup some unexpected repair and water service costs. Leakage credits are not guaranteed. A customer must complete and file the designated leakage credit form with Tyler Water Utilities within twelve (12) months of the date of repair. To apply for a leakage credit, the customer must file the Request For Leakage Credit form with Tyler Water Utilities. A customer may apply for no more than one Leakage Adjustment Credit in any twelve-month period for any one account. A leakage credit is available only for customers with at least three billing cycles of usage history on their account at the subject address at the time of the water loss. Customers are encouraged to file the leakage credit form promptly.

c. Determination of leakage credit. Upon receipt of a properly completed leakage credit form, the Director or Business Office Manager shall review the form. To determine the amount of leakage credit, the Director or Business Office Manager shall verify the applicant's average water usage (based on historical usage and other relevant factors) prior to the billing cycle(s) in which the water loss occurred and consider all supporting documentation submitted with the leakage credit form. If the Director or Business Office Manager determines that water loss has occurred due to a concealed or hidden leak, without the knowledge of the customer, the Director or Business Office Manager may make an adjustment to no more than three (3) monthly water bills affected by the leak. After the account has been read for the next billing cycle, if the consumption use has returned to the normal average consumption use, any approved leakage credit will be applied to the account. Any approved leakage credit will not be applied while the consumption usage amount remains above the customer's normal average consumption amount. If the amount of consumption used remains above the customer's normal average consumption amount, the Director or Business Office Manager will review the leakage credit request within the next billing cycle. If the customer has already paid the bill for which a leakage credit is authorized, any excess amount actually paid by the customer shall be applied as a credit to the applicant's account. An actual payment refund will only be provided when the customer has closed the water account before the leakage credit process has been completed. Before the customer can request a refund check

for any remaining credit balances, the final bill would have to be issued by Tyler Water Utilities._ (Ord. No. O-96-54, 6-26-96) (Ord. No. 0-99-80, 10/20/99) (Ord. 0-2004-93, 11/24/04) (Ord. No. 2009-7, 2/11/09) (Ord. No O-2024-**XX**, 6/12/2024).

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

PART 3: That any person, firm, or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine as provided in Section 1-4 of the Tyler Code. Each day such violation shall continue, or be permitted to continue, shall be deemed a separate offense. Since this ordinance has a penalty for violation, it shall not become effective until after its publication in the newspaper as provided by Section 85 of the Charter of the City of Tyler, Texas, which date is expected to be June 14, 2024.

PASSED AND APPROVED this the 12th day of June, 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: June 12, 2024

Subject: Request that the City Council consider authorizing the City Manager to execute an engineering agreement in the amount of $420,285.00 with C.T. Brannon Corporation for the design and construction phase services for the Highway 271 & FM 14 - 12-inch Water Line Extension Project which will be funded with ARPA and Capital Funds.

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Item Reference:

This project involves extending 12-inch-diameter water lines to connect existing dead-end mains on Highway 271 to FM 14 and North Broadway. The pre-engineering estimates indicate that approximately 10,100 linear feet of water line will be required for the Highway 271 portion and 3,300 linear feet for the North Broadway portion. The construction cost is currently estimated at $2,500,880.00. Easement acquisitions for 26 private tracts are included in this scope of work. Engineering is expected to be completed by March 2025, and construction is projected to last 12 months.

The existing water line on Highway 271 ends south of Gentry, and the project will commence from there, extending north past Gentry before turning west to connect to the 16-inch water line on FM 14.

North Broadway currently has multiple undersized mains that are not looped. This project aims to replace the aging smaller lines with a new 12-inch water line and connect the dead end together.

The completion of this project will lead to increased water pressure and improved water quality in Tyler's north and northeast areas.

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to execute an engineering agreement in the amount of $420,285.00 with C.T. Brannon Corporation for the design and construction phase services for the Highway 271 & FM 14 - 12-inch Water Line Extension Project, which will be funded with ARPA and Capital Funds.

ATTACHMENTS:

05.17.2024 - Standard Agreement HWY 271 &FM 14 Water Line Extension (Brannon Corp)
Hwy 271-FM 14 Water Line Exhibit

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 **The C.T. Brannon Corporation** (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 **"HWY 271 & FM 14 WaterLine Extension"** (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 = $420,285
- Hourly/Reimbursable Expenses = _____
- **Total Contract Price** = $420,285

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:
Brannon Corp
Attn: Bob Breedlove PE
1321 South Broadway
Tyler,TX 75701

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

8.8. Venue.

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

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

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

FOR THE CITY OF TYLER, TEXAS:

ATTEST:

By: _____
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: _____

Enter title of signer Date

_____

Printed Name

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

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

_____

Notary Public In and For The State of Texas

My Commission Expires: _____ _____

Notary's Printed Name

INDEX OF EXHIBITS

Exhibit A - E/A's 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

THE C.T. BRANNON CORPORATION
AQUATIC CONSULTANTS | CIVIL ENGINEERS | AIRPORT CONSULTANTS

Attachment A
Hwy 271 & FM 14 Water Line Extension
N. Broadway (MLK to 26th St) Water Line Extension

Scope of Services

Basic Services per Section 2

The CT Brannon Corporation shall endeavor to design the project to meet applicable City of Tyler and TCEQ regulations utilizing City of Tyler Design Guidelines & TCEQ Chapter 290 Rules.

Design Phase

1. Meet with City staff to confirm scope of the project and review schedule.
2. Prepare preliminary alignment for the water line extension.
3. Prepare preliminary vertical alignment options using existing topographic mapping (2007 City mapping).
4. Working closely with our Landman, Dixon Services, we will identify utility easements needed for the route (approx. 26 tracts).
5. Coordinate topographic and boundary surveying along the route (K.L.Kilgore & Assoc.)
6. Prepare Right of Way strip map to identify needed right of way and easements.
7. Coordinate geotechnical testing as needed.
8. Coordinate wetlands delineation and Cultural Resources investigations (Rowden Env.).
9. Meet with Oncor Electric regarding possible conflicts with existing poles or guy wires.
10. Prepare preliminary construction plans at 60%, 90% in AutoCAD Civil 3D.
11. Prepare Preliminary Engineer's Opinion of Cost for the project.
12. Provide pdf copies of preliminary construction plans for submittal to City for review and address review comments.
13. Prepare final design construction plans at 100% for use in bidding and construction.
14. Plan and profile sheets will be drafted at 1"=20' scale with 1"=5' vertical scale on 22"x34" paper.
15. Meet with City staff as necessary to discuss the construction plans.
16. Prepare quantity take-off and bid proposal for project.
17. Coordinate with TxDOT for permits needed to cross Loop 323.
18. Coordinate with Halff & Assoc. to review impacts of water line extension regarding the Water Master Plan project.

Payment for the Preliminary Design Phase will be a lump sum payment not to exceed: **Eighty Eight Thousand Five Hundred Dollars ($88,500)**

Bidding Phase

1. Prepare bid documents using City of Tyler Standard Contract for Capital Improvements.
2. Coordinate with purchasing department for advertising of the project.
3. Issue digital pdf plans and bid documents on CivCast.
4. Coordinate pre-bid meeting, prepare bid addenda as necessary.
5. Attend the bid opening, tabulate bids, and make recommendation for award.

Payment for the **Bidding Phase** for project will be a lump sum payment not to exceed: **Five Thousand Dollars ($5,000.00).**

Contract Administration Phase

1. Coordinate, attend and administer the pre-construction conference.
2. Issue Notice to Proceed on City's behalf.
3. Review submittals & answer RFI questions regarding construction plans & specifications.
4. Review submittals & answer questions from RPR.
5. Attend meetings on site with Contractor and/or Utility Companies as needed.
6. Periodic site visits to check progress of construction.
7. Coordinate construction staking.
8. Review monthly pay requests and make recommendation to City for payment.
9. Prepare punchlist and make coordinate final walk through on project.
10. Prepare final reconciliation change order and recommend final acceptance.

Payment for the **Contract Administration Phase** for project will be a lump sum payment not to exceed: **Sixteen Thousand Five Hundred Dollars ($16,500.00).**

Additional Services per Section 3

The following subconsultants will be used for this project to perform the indicated tasks. Payment for these services shall be as shown in Section 5.3 of the contract. **An additional 10% will be added to all subconsultants bills.**

Boundary Surveying: K.L. Kilgore and Associates, Inc
Tyler, TX

1. Prepare topographic survey of selected route – Lump Sum $70,000
2. Prepare Boundary Surveys, field notes for easements and prepare right of way strip map – Hourly at approx. $2,500 per tract (approx. 29 tracts = $72,500).

Right of Way/Easement Acquisition: Dixon Services
Tyler, TX

1. Research and identify current ownership along the proposed route
2. Prepare project and survey notifications to property owners
3. Secure necessary survey permission from property owners
4. Identify existing mortgages and deeds of trust
5. Prepare easement documents
6. Negotiate easement acquisition
7. Prepare project status reports as needed
8. Prepare subordination or ratifications from lien holders
9. Prepare and file original documents of record in Smith County, Texas
10. Prepare final reports and transmit files in digital formation to the Engineer and City

Survey Notification	$ 7,800
Title Verification	$14,300
Easement Acquisition and Lien Subordination	$45,250
Total	$67,350

Environmental and Cultural Resources: Rowden Consulting, LLC
Bullard, TX

1.	Wetland / Waters of the U.S. Delineation	$3,500 lump sum
2.	Antiquities Permit and Cultural Resource Survey	$3,500 lump sum
	Total	$7,000 lump sum

Geotechnical Engineering: ETTL
Tyler, TX

1. Gather geotechnical bores at locations determined during the design process – budget $5,000

Resident Project Representative (RPR)
We will provide RPR services per Section 3 of the contract at an hourly rate based on the attached rate sheet. At this time, estimate these services to total 450 hours of time plus reimbursable expenses which totals **Fifty One Thousand Seven Hundred Fifty Dollars ($51,750)**. This amount will not be exceeded without approval by Owner.

Construction Materials Testing
If requested by the City, our subconsultant, ETTL, will provide construction materials testing for the project at a fee to be determined.

Contingency
A contingency fee has been included for unforeseen items that may come up during the project. No work will be done on this item unless written approval is given by the City prior to beginning the work.

Summary (Including 10% override on subconsultants)

Design Phase	$ 88,500	(lump sum not to exceed)
Bidding Phase	$ 5,000	(lump sum not to exceed)
Contract Administration Phase	$ 16,500	(lump sum not to exceed)
Topographic Surveying (Kilgore)	$ 77,000	(lump sum not to exceed)
Boundary Surveying & Easement field notes (Kilgore)	$ 79,750	(hourly, $2,500/tract)
Landman Services (Dixon)	$ 74,085	(hourly not to exceed)
Waters of US & Cultural Resources Survey (Rowden)	$ 7,700	(lump sum not to exceed)
Nationwide Permitting (CWA 404 permit) (Rowden)	$ 5,000	(hourly not to exceed)
Geotechnical Engineering (ETTL)	$ 5,000	(hourly not to exceed)
Resident Project Representative (Brannon Corp)	$ 51,750	(hourly not to exceed)
Contingency	$ 10,000	(hourly not to exceed)
Total Contract Amount	**$ 420,285**	

THE C.T. BRANNON CORPORATION
AQUATIC CONSULTANTS | CIVIL ENGINEERS | AIRPORT CONSULTANTS

Attachment I
Current Hourly Charges for Professional Services

PERSONNEL

Charges include all salaries, salary expense, overhead and profit.

Principal	$	210.00
Dual A Operator	$	150.00
Project Manager	$	155.00
Licensed Engineer	$	145.00
Graduate Engineer III	$	110.00
Graduate Engineer II	$	95.00
Graduate Engineer I	$	90.00
Intern	$	45.00
Civil Technician	$	120.00
Resident Project Representative	$	115.00
Construction Services Manager	$	115.00
Construction Services Technician	$	85.00
Office Technician	$	80.00
Clerical	$	65.00

EXPENSES

Reproduction		
B/W 8.5x11 per each	$	0.15
Colored prints 8.5x11 per each	$	1.00
Colored prints 11x17 per each	$	1.50
"C", "D" or "E" size Bond per each	$	5.00
"C", "D" or "E" size Vellum per each	$	15.00
"C", "D" or "E" size Mylar Film per each	$	15.00
Travel per mile	$	0.67 + 10%
Lodging and meals (Out of town trips)		Cost + 10%
Scanning		
"C", "D" or "E" sized Scanning of original per sheet (does not include plot)	$	2.00

Special contracted services such as reproduction, aerial photography, GPS (Global Positioning Satellite) surveys, contract surveying, geotechnical investigations, project models and artists renderings, and contract project representation is billed at the amount invoiced to us plus ten percent (10%).

January 24, 2024

Larry R. Dixon
President
Mailing address:
P.O. Box 6602
Tyler, Tx 75711
903-579-9300 (office)

Physical address:
12559 CR 192
Tyler, Tx 75703
903-579-9399 (fax)

March 1, 2024

Via email: breadlove@brannoncorp.com

Bob Breedlove
The Brannon Corporation
1321 South Broadway
Tyler, Texas 75701

Re: City of Tyler – Hwy 271 – FM 14 water line project

Dear Mr. Boudreaux:

Pursuant to your request this letter is a written proposal for our company, Dixon Services, Inc. (DSI) to perform Sewer Line and Utility Easement Acquisition Services which include survey notification and permission, title verification and easement acquisition for the captioned City of Tyler – Hwy 271 – FM 14 water line project. DSI will provide the needed landmen, land technicians and support staff needed to complete the easement acquisitions needed for the said project.

STATEMENT OF QUALIFICATIONS

a. Dixon Services, Inc. (DSI) has no interest in the subject property and no one working for DSI is related to or in business with anyone having an interest, or an apparent interest, in the property to be acquired;
b. DSI has been in the Real Property Acquisition Services business over 38 years and we have worked for more than 100 different entities including cities, counties, utility companies and oil and gas companies in 5 states and 50 counties or parishes.
c. DSI landman that will work on this project are all members of the American Association of Professional Landmen (AAPL) and are subject to a strict code of ethics provided by that assocication. All landmen are also licensed by the Texas Real Estate Commission to purchase easements and right-of-ways in the State of Texas.
d. DSI has experience working on these types of projects, in fact DSI has worked on over 50 similar projects for the City of Tyler since 2004.
e. DSI is very familiar with the 2011 changes in Texas law regarding easement and right-of-way acquisitions as we have attended the City of Tyler / Flowers & Davis Law Firm Seminar and Legal Update of the "Eminent Domain Significant Law Changes" on January 17, 2012. We also hosted this same seminar to inform all of the DSI landman in December 2011. DSI has also hosted another seminar with Celia

Flowers of the Flowers & Davis Law Firm titled "The Before and After, An Update of Eminent Domain Changes".

SCOPE OF WORK

The following is our proposal for easement acquisition services needed for this project.

- Research and Identify current ownership along the proposed route
- Identify existing mortgages and deeds of trust
- Prepare easement documents
- Negotiate easement acquisition
- Prepare project status reports as needed
- Prepare subordination or ratifications of easement documents for mortgages and deeds of trust
- Secure subordination or ratifications from lien holders
- Prepare and file original documents of record in Smith County, Texas
- Prepare final reports and transmit files in digital format to the Brannon Corporation and/or the City of Tyler

Hwy 271 – FM 14 Water Line Project

The proposed drainage improvement project route will cross approximately 26 privately owned tracts of land which appear to be owned by at least 20 separate individuals or corporate entities.

Survey Notification and Permission

After the current ownership of the property that will be affected by the proposed water line route, we will prepare and send out project notification and survey permission letters to the current owners. We will then follow up with each landowner to secure the necessary survey permission and then inform you when the project it ready to be surveyed. We will also notify you of any special request and/or special considerations that need to be made during the survey process.

We will utilize landmen to complete this portion of the project. We propose to complete the project notification and survey permission portion of the project it will take approximately 12 work days. ***We estimate that our costs associated with this portion of the project will not exceed $7,800.00.***

Title Verification

We need to run the surface title on each affected tract to insure that the City of Tyler will be getting an easement from the proper legal entities. We will utilize the Smith

County Appraisal District (SCAD) records and the Official Public Records of Smith County, Texas to verify the current ownership of the affected tracts of land.

It is also very important that we identify any and all current liens on the property as these liens will need to be subordinated to the rights of the City of Tyler easement or the easement needs to be ratified by the lien holder to prevent the possible loss of your rights due to foreclosure of those liens which precede your easement.

We will utilize landmen to complete this portion of the project. We propose to complete the title verification and certification portion of the project within 20 work days. ***We estimate that our costs associated with this portion of the project will not exceed $14,300.00.***

Easement Acquisition and Lien Subordination

We will begin preparing the Right-of-Way documents as soon as we complete the title verification for each tract of land that will be crossed with the subject project. We will then begin the process of negotiating the execution of the actual right-of-way documents. The form of easement will be the same form used earlier on this projects. Any and all material changes to the easement form will be discussed with your office prior to making any such changes to the documents. Also, the form of checks or drafts used for the payment of consideration for the easement will be approved by the City of Tyler. As we have done on previous City of Tyler projects, the easement and payment documents will be computer generated by our office for consistency and efficiency.

The amount of monetary consideration, if any, for the purchase of the easements and the payment of damages for the needed right-of-way will be set by the City of Tyler. We will conduct our negotiations based upon the monetary consideration parameters established by the City of Tyler. On past projects the initial consideration offered for permanent easement is usually 50% of the Smith County Appraisal District (SCAD) per acre value plus for temporary workspace the initial consideration offered is usually based on 25% of the SCAD per acre value for the subject property. We will make a diligent effort to obtain an easement from each respective owner within a reasonable time frame. If there is no progress in securing the easement after three contacts, it may be necessary to use the right of eminent domain to obtain the easement. Should the City of Tyler choose to use its right of eminent domain to secure any of the easements, we will be available to testify during the condemnation process. We can also provide the real estate appraisers and attorneys needed to complete this process.

Upon securing the appropriate easement we will notify any lien holder and attempt to secure subordination of their rights to the City of Tyler easement or ratifications of the easement on a form approved by your office and/or the City Attorney.

We will use landmen and a land technician during the right-of-way acquisition and lien subordination portion of the project. The preparation of easements and lien

subordinations will partially overlap with the title verification and certification portion of the project.

We propose to complete the right-of-way acquisition and lien subordination portion of the project within 8-10 weeks of the completion of the title verification and certification process.

We estimate approximately 65 landman days and 10 land tech days for this portion of the project at a cost not to exceed $45,250.00.

Administration and Reports

We propose to use spreadsheets and database information to generate progress reports and a final report for your records at the end of the project. We will supply you with weekly (or on an as needed basis) progress reports in hard copy and/or digital format. Data will be compiled on a tract by tract basis to easily match your ownership maps and right-of-way alignment sheets. The costs and personnel associated with the compilation of this information are already included in the time estimated for each segment of the project.

Please note that under our billing and fee structure which are stated below we have provided for the use of a land technician. The land technician will be performing many of the backup roles to the landman such as data entry, document preparation, file preparation, etc. The land technician has a land background and is familiar with these functions. It will be a savings to the City of Tyler for us to use a land technician in order to keep the costs lower and to have the landmen performing the negotiations and land research needed for the project.

We estimate this project taking 2 months of landwork time. The timing of our work will be affected by the title research and negotiations. These figures are estimates and are subject to change based on bad title, condemnation proceedings, etc. As you are well aware, there are many variables which could affect the time needed to complete any portion of this project. We will make every effort to complete each phase of this project in a timely and efficient manner. ***Our costs will be based on the actual work time spent on the project which should fall within or below the total estimated figures discussed herein as a not to exceed cost of $67,350.00.***

Billing and Fee Structure

The following is our proposed rate structure for the project:

Description	Rate
Landman	$600/day or $85/hour
Land Technician	$300/day
Mileage (IRS rate)	$0.67/mile
Office copies	$0.15/copy

Meals (out of town only)	$15.00/meal
*All other expenses	at cost

* All other expenses includes, but are not limited to, long distance telephone charges, travel expenses, mail charges, costs of copies from the courthouse, abstract fees, files, etc. We will bill you on the 1st and 15th of each month for the preceding one-half month's work and would like to be paid within 15 days of receiving an invoice.

I appreciate the opportunity to submit this proposal and look forward to discussing any portions of this proposal in more detail, if needed. I look forward to working with you on this project and it is indeed an honor to work for the City of Tyler. We will take our responsibilities very seriously and will work diligently to perform our work in an expeditious and professional manner.

Sincerely,

Larry R. Dixon, CPL/ESA
President

Accepted and approved by:

Brannon Corporation

_____
Bob Breedlove

Rowden Consulting, LLC
Environmental Services

Work Order – Environmental Services

In accordance with the Professional Master Services Agreement dated December 27, 2021, upon acceptance by The C.T. Brannon Corporation, this Work Order shall be attached to and considered a part of the Professional Master Services Agreement between Rowden Consulting, LLC and The C.T. Brannon Corporation for Professional Services, and all terms and conditions as outlined in said Professional Master Services Agreement shall be applicable. Rowden Consulting, LLC and The C.T. Brannon Corporation agree as follows:

Project: Delineation of Waters and Cultural Resources Survey

Location: Approximately 1.65 miles of proposed water line, Hwy 271 to FM 14, Tyler, TX

WO No.: W24.015

TASK #		**FIXED FEES**
1.	Delineation of Waters of the U.S.	$ 3,500
2.	Cultural Resources Survey	$ 3,500
Estimated TOTAL		$ 7,000

Terms and Conditions: Execution of this Work Order by Rowden Consulting, LLC and Client shall make it subject to the terms and conditions of the Professional Master Services Agreement, which Agreement is incorporated by this reference. Rowden Consulting, LLC is authorized to begin performance upon its receipt of a copy of this Work Order signed by Client.

ENVIRONMENTAL PROFESSIONAL:	***Rowden Consulting, LLC***	CLIENT:	***The C.T. Brannon Corporation***
By:	***Jeremy Rowden, PG***	By:	
Title:	***President***	Title:	
Date Signed:	***2/21/2024***	Date Signed:	

TASK DESCRIPTIONS

1. **Waters of the U.S. Delineation.** This Basic Service Item includes the delineation of waters of the U.S. Any waters of the U.S. identified within the limits of disturbance associated with the proposed water line will be delineated in accordance with the procedures outlined in the U.S. Army Corps of Engineers (USACE) 1987 Wetland Delineation Manual, including an implementation of the reporting requirements required by the November 2010 Atlantic and Gulf Coastal Plain regional supplement. Potential waters of the U.S. will initially be evaluated by means of aerial photography, soil survey, NWI maps, topographic maps and other data sources. An on-the-ground delineation of waters will be conducted to determine the actual limits of waters of the U.S. Jurisdictional waters of the U.S. will be physically measured and mapped in the field. Electronic mapping data and field notes will be collected and maintained for planning and permitting purposes. A report documenting the delineation will be provided. This task can be completed within approximately 2-3 weeks.

2. **Cultural Resource Survey.** A cultural resource survey will be required to ensure compliance with the National Historic Preservation Act of 1966 as well as the Texas Antiquities Code. An Antiquities Permit will be obtained from the Texas Historical Commission before the survey can commence. Rowden will coordinate with Tejas Archaeology to perform the cultural resources survey. Tejas Archaeology will be a subconsultant to Rowden Consulting, LLC, and all management and coordination with Tejas Archaeology will be through Rowden Consulting, LLC. All fees for the cultural resource survey are included within the scope of Task 3. The archaeologist will perform in-depth archival research and a pedestrian survey with shovel testing. The archaeologist will perform a detailed analysis if artifacts are recovered and prepare a draft technical report. If buried features or structures are located that require National Register of Historic Places testing, in-depth National Registry testing and/or mitigation, additional research fees may apply. If artifacts are recovered, there may be additional costs required for their preparation and curation. If the cultural resources survey encounters any findings that require additional survey, testing, curation, mitigation, etc., then an additional work order will be provided to the Client for review prior to initiating any additional phases of work. Field work and report writing will take approximately three weeks. However, the Texas Historical Commission may take a month to approve the initial permit and another month to review and approve the final report.

Exhibit B - E/A's Project Schedule

CITY OF TYLER

Design / Construction Schedule for HWY 271 / FM 14 WATER LINE EXTENSION

The C.T. Brannon Corporation

(June 2024 - June 2026)

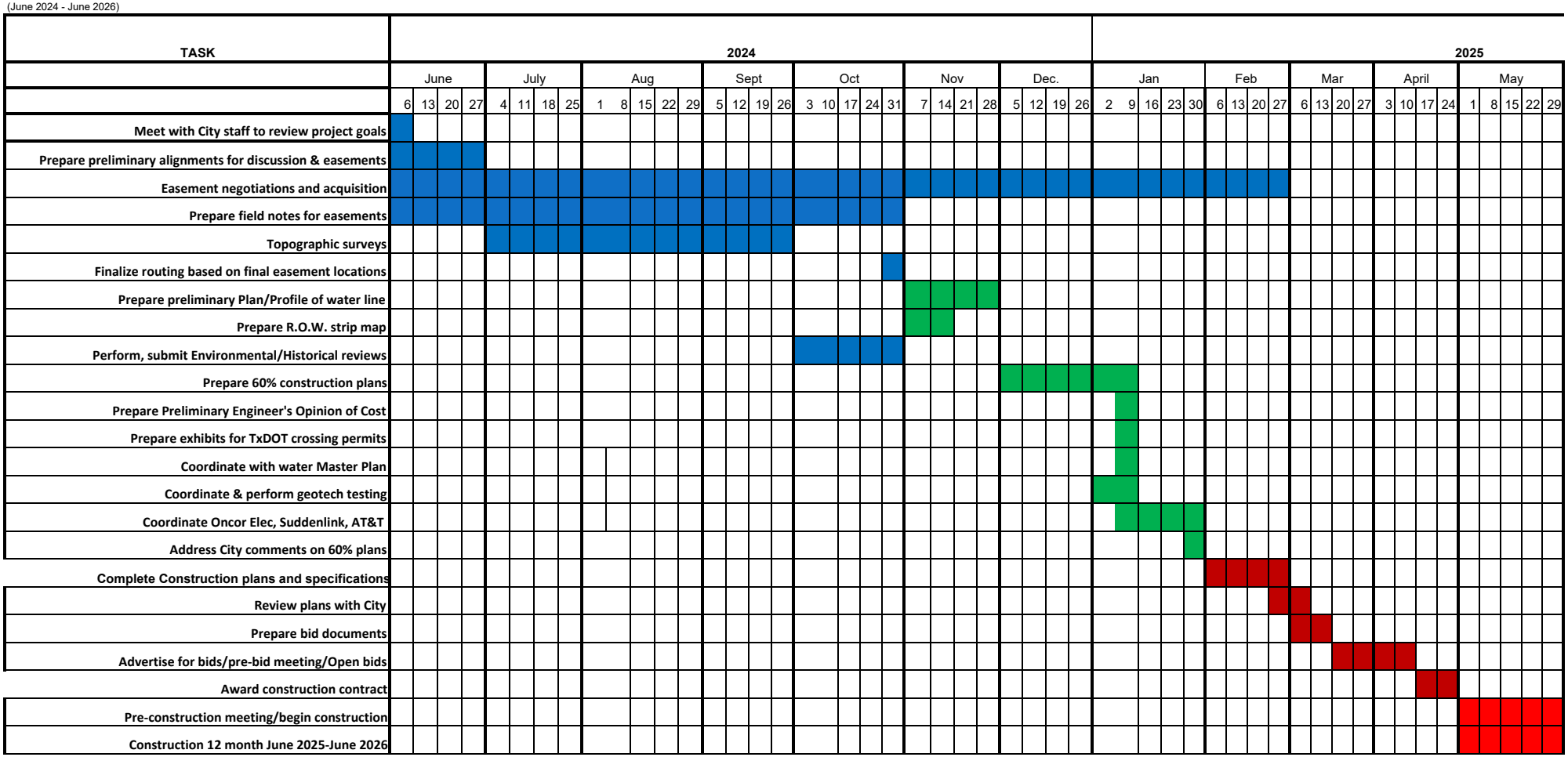


Exhibit C - E/A's Fee Summary and Schedule of Hourly Fees

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>

CTBRANN01C LPRINGLE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/10/2024

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

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

PRODUCER License # 1057464 INSURICA 4802 Kinsey Drive Tyler, TX 75703	CONTACT NAME: Lynda Pringle PHONE (A/C, No, Ext): (903) 939-6417 FAX (A/C, No): (903) 509-8818 E-MAIL ADDRESS: Lynda.Pringle@INSURICA.com
INSURED The C. T. Brannon Corporation P O Box 7487 Tyler, TX 75701	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Continental Casualty Company — 20443 INSURER B : Valley Forge Insurance Company — 20508 INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	X	X	B6020878016	1/1/2024	1/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	X	X	B6020878016	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	X	X	B6019950071	1/1/2024	1/1/2025	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	WC 620878050	1/1/2024	1/1/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

The City of Tyler is included as an Additional Insured including ongoing and completed operations as respects General Liability and granted Additional Insured as respects Auto Liability. Granted Waiver of Subrogation as respects to General Liability, Auto, and Workers' Compensation all as required by written contract subject to policy terms, conditions and exclusions. Coverage is primary and non contributory as respects General Liability and Auto as required by written contract. Policies are endorsed to provide (30) days Notice of Cancellation to the certificate holder shown below.

CERTIFICATE HOLDER

City of Tyler
Hwy 271/FM14 Water Line
P.O. Box 2039
Tyler, TX 75710

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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BLANKET ADDITIONAL INSURED AND LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

TABLE OF CONTENTS

I.	**Blanket Additional Insured Provisions**
A.	**Additional Insured – Blanket Vendors**
B.	**Miscellaneous Additional Insureds**
C.	**Additional Provisions Pertinent to Additional Insured Coverage**
1.a.	**Primary – Noncontributory provision**
1.b.	**Definition of "written contract"**
2.	**Additional Insured – Extended Coverage**
II.	**Liability Extension Coverages**
A.	**Bodily Injury – Expanded Definition**
B.	**Broad Knowledge of Occurrence**
C.	**Estates, Legal Representatives and Spouses**
D.	**Fellow Employee First Aid**
E.	**Legal Liability – Damage to Premises**
F.	**Personal and Advertising Injury – Discrimination or Humiliation**
G.	**Personal and Advertising Injury – Broadened Eviction**
H.	**Waiver of Subrogation – Blanket**

I. BLANKET ADDITIONAL INSURED PROVISIONS

A. ADDITIONAL INSURED – BLANKET VENDORS

Who Is An Insured is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed under a "**written contract**" to provide insurance, but only with respect to "**bodily injury**" or "**property damage**" arising out of "**your products**" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:

a. "**Bodily injury**" or "**property damage**" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

b. Any express warranty unauthorized by you;

c. Any physical or chemical change in the product made intentionally by the vendor;

d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

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h. "**Bodily injury**" or "**property damage**" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in Subparagraphs **d.** or **f.**; or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

3. This provision **2.** does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.

4. This provision **2.** does not apply if "**bodily injury**" or "**property damage**" included within the "**products-completed operations hazard**" is excluded either by the provisions of the Policy or by endorsement.

B. MISCELLANEOUS ADDITIONAL INSUREDS

1. **Who Is An Insured** is amended to include as an insured any person or organization (called additional insured) described in paragraphs **3.a.** through **3.j.** below whom you are required to add as an additional insured on this policy under a "**written contract**."

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

a. A higher limit of insurance than required by such "**written contract**;"

b. Coverage broader than required by such "**written contract**" and in no event greater than that described by the applicable paragraph a. through k. below; or

c. Coverage for "**bodily injury**" or "**property damage**" included within the "**products-completed operations hazard**." But this paragraph **c.** does not apply to the extent coverage for such liability is provided by paragraph **3.j.** below.

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

3. Only the following persons or organizations can qualify as additional insureds under this endorsement:

a. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

(1) such person or organization's financial control of you; or

(2) Premises such person or organization owns, maintains or controls while you lease or occupy these premises;

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

b. Co-owner of Insured Premises

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

c. Grantor of Franchise

Any person or organization that has granted a franchise to you, but only with respect to such person or organization's liability for "**bodily injury**," "**property damage**," or "**personal and advertising injury**" as grantor of a franchise to you.

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d. Lessor of Equipment

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

e. Lessor of Land

Any person or organization from whom you lease land, but only with respect to liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of the ownership, maintenance or use of that specific part of the land leased to you, provided that the "**occurrence**" giving rise to such "bodily injury" or "**property damage**" or the offense giving rise to such "**personal and advertising injury**," takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

f. Lessor of Premises

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

g. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee, or receiver's liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of the ownership, maintenance, or use of a premises by you.
This insurance does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

h. State or Political Subdivisions

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

(1) The following hazards in connection with premises you own, rent, or control and to which this insurance applies:

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

(b) The construction, erection, or removal of elevators; or

(c) The ownership, maintenance or use of any elevators covered by this insurance; or

(2) The permitted or authorized operations performed by you or on your behalf. But the coverage granted by this paragraph does not apply to:

(a) "**Bodily injury**", "**property damage**" or "**personal and advertising injury**" arising out of operations performed for the state or government agency or subdivision or political subdivision; or

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

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

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i. Trade Show Event Lessor

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

a. Your acts or omissions; or

b. Acts or omissions of those acting on your behalf;

in the performance of your ongoing operations at the trade show premises during the trade show event.

j. Other Person or Organization

Any person or organization who is not an additional insured under paragraphs **a.** through **i.** above. Such additional insured is an insured solely for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" for which such additional insured is liable because of your acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

(1) For "**bodily injury**," "**property damage**," or "**personal and advertising injury**" arising out of the rendering or failure to render any professional services;

(2) For "**bodily injury**" or "**property damage**" included in the "**products-completed operations hazard**." But this provision **(2)** does not apply to such "**bodily injury**" or "**property damage**" if:

(a) It is entirely due to your negligence and specifically results from your work for the additional insured which is the subject to the "**written contract**"; and

(b) The "**written contract**" requires you to make the person or organization an additional insured for such "**bodily injury**" or "**property damage**"; or

(3) Who is afforded additional insured coverage under another endorsement attached to this policy.

C. ADDITIONAL PROVISIONS PERTINENT TO ADDITIONAL INSURED COVERAGE

1. With respect only to additional insured coverage provided under paragraphs **A.** and **B.** above:

a. The **BUSINESSOWNERS COMMON POLICY CONDITIONS** are amended to add the following to the Condition entitled **Other Insurance**:

This insurance is excess of all other insurance available to an additional insured whether primary, excess, contingent or on any other basis. However, if a "**written contract**" requires that this insurance be either primary or primary and noncontributing, then this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

b. Under **Liability and Medical Expense Definitions**, the following definition is added:

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

(1) Is currently in effect or becomes effective during the term of this policy; and

(2) Was executed prior to:

(a) The "**bodily injury**" or "**property damage**;" or

(b) The offense that caused the "**personal and advertising injury**";

for which the additional insured seeks coverage.

2. With respect to any additional insured added by this endorsement or by any other endorsement attached to this Coverage Part, the section entitled **Who Is An Insured** is amended to make the following natural persons insureds.

If the additional insured is:

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

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

c. A limited liability company, then its members and managers are insureds;

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

e. Any type of entity, then its employees are insureds;

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations. Furthermore, employees of additional insureds are not insureds with respect to liability arising out of:

(1) "**Bodily injury**" or "**personal and advertising injury**" to any fellow employee or to any natural person listed in paragraphs **a.** through **d.** above;

(2) "**Property damage**" to property owned, occupied or used by their employer or by any fellow employee; or

(3) Providing or failing to provide professional health care services.

II. LIABILITY EXTENSION COVERAGES

It is understood and agreed that this endorsement amends the **Businessowners Liability Coverage Form**. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement to such provision do not apply.

A. Bodily injury – Expanded Definition

Under **Liability and Medical Expenses Definitions**, the definition of "**Bodily injury**" is deleted and replaced by the following:

"**Bodily injury**" means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the physical injury, sickness or disease.

B. Broad Knowledge of Occurrence

Under Businessowners Liability Conditions, the Condition entitled Duties In The Event of Occurrence, Offense, Claim or Suit is amended to add the following:

Paragraphs **a.** and **b.** above apply to you or to any additional insured only when such "**occurrence**," offense, claim or "**suit**" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or an additional insured is a partnership;

(3) Any manager, if you or an additional insured is a limited liability company;

(4) Any "**executive officer**" or insurance manager, if you or an additional insured is a corporation;

(5) Any trustee, if you or an additional insured is a trust; or

(6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph applies separately to you and any additional insured.

C. Estates, Legal Representatives and Spouses

The estates, heirs, legal representatives and spouses of any natural person insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives and spouses only for claims arising solely out of their capacity as such and, in the case of a spouse, where such claim seeks damages from marital common property, jointly held property, or property transferred from such natural person insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative or spouse outside the scope of such person's capacity as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.

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D. Fellow Employee First Aid Coverage

In the section entitled **Who Is An Insured**, paragraph **2.a.1.** is amended to add the following:

The limitations described in subparagraphs **2.a.1.(a)**, **(b)** and **(c)** do not apply to your "**employees**" for "**bodily injury**" that results from providing cardiopulmonary resuscitation or other first aid services to a co-"**employee**" or "**volunteer worker**" that becomes necessary while your "**employee**" is performing duties in the conduct of your business. Your "**employees**" are hereby insureds for such services. But the insured status conferred by this provision does not apply to "**employees**" whose duties in your business are to provide professional health care services or health examinations.

E. Legal Liability – Damage To Premises

1. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, Exclusion **k. Damage To Property**, is replaced by the following:

k. Damage To Property

"**Property damage**" to:

1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

2. Premises you sell, give away or abandon, if the "**property damage**" arises out of any part of those premises;

3. Property loaned to you;

4. Personal property in the care, custody or control of the insured;

5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "**property damage**" arises out of those operations; or

6. That particular part of any property that must be restored, repaired or replaced because "**your work**" was incorrectly performed on it.

Paragraph **2** of this exclusion does not apply if the premises are "**your work**" and were never occupied, rented or held for rental by you.

Paragraphs **1**, **3**, and **4**, of this exclusion do not apply to "**property damage**" (other than damage by fire or explosion) to premises:

(1) rented to you:

(2) temporarily occupied by you with the permission of the owner, or

(3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.

Paragraphs **3**, **4**, **5**, and **6** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **6** of this exclusion does not apply to "**property damage**" included in the "**products-completed operations hazard**."

2. Under **B. Exclusions**, **1. Applicable to Business Liability Coverage**, the following paragraph is added, and replaces the similar paragraph, if any, beneath paragraph **(14)** of the exclusion entitled **Personal and Advertising Injury**:

Exclusions **c, d, e, f, g, h, i, k, l, m, n, and o,** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section D. Liability And Medical Expenses Limits Of Insurance.**

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3. The first Paragraph under item **5. Damage To Premises Rented To You Limit** of the section entitled **Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

   The most we will pay under Business Liability for damages because of "**property damage**" to any one premises, while rented to you or temporarily occupied by you with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You Limit. The Damage to Premises Rented to You Limit is the greater of:

   a. $1,000,000; or

   b. The Damage to Premises Rented to You Limit shown in the Declarations.

F. Personal and Advertising Injury – Discrimination or Humiliation

1. Under **Liability and Medical Expenses Definitions**, the definition of "**personal and advertising injury**" is amended to add the following:

   h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

   (1) Not done intentionally by or at the direction of:

   (a) The insured; or

   (b) Any "**executive officer**," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

   (2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the exclusion entitled **Personal and Advertising Injury** is amended to add the following additional exclusions:

   (15) Discrimination Relating to Room, Dwelling or Premises

   Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

   (16) Employment Related Discrimination

   Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any insured.

   (17) Fines or Penalties

   Fines or penalties levied or imposed by a governmental entity because of discrimination.

3. This provision **(Personal and Advertising Injury – Discrimination or Humiliation)** does not apply if **Personal and Advertising Injury** Liability is excluded either by the provisions of the Policy or by endorsement.

G. Personal and Advertising Injury - Broadened Eviction

Under **Liability and Medical Expenses Definitions**, the definition of "**Personal and advertising injury**" is amended to delete Paragraph c. and replace it with the following:

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of its owner, landlord or lessor.

H. Waiver of Subrogation – Blanket

We waive any right of recovery we may have against:

a. Any person or organization with whom you have a written contract that requires such a waiver.

All other terms and conditions of the Policy remain unchanged.

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IMPORTANT: THIS ENDORSEMENT CONTAINS DUTIES THAT APPLY TO THE ADDITIONAL INSURED IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT. SEE PARAGRAPH C., OF THIS ENDORSEMENT FOR THESE DUTIES.

BLANKET ADDITIONAL INSURED ENDORSEMENT WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE AND BLANKET WAIVER OF SUBROGATION

Architects, Engineers and Surveyors

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

A. **Who Is An Insured** is amended to include as an insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:

1. Crrently in effect or becoming effective during the term of this policy; and

2. Executed prior to the:

a. "**Bodily injury**" or "**property damage**"; or

b. Offense that caused the "**personal and advertising injury**";

for which the additional insured seeks coverage

B. The insurance provided to the additional insured is limited as follows:

1. The person or organization is an additional insured only with respect to liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" caused in whole or in part by:

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations specified in the written contract or written agreement; or

c. "**Your work**" that is specified in the written contract or written agreement, but only for "**bodily injury**" or "**property damage**" included in the "**products-completed operations hazard**," and only if:

(1) The written contract or written agreement requires you to provide the additional insured such coverage; and

(2) This Coverage Part provides such coverage.

2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.

3. The insurance provided to the additional insured does not apply to "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:

a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications by any architect, engineer or surveyor performing services on a project of which you serve as construction manager; or

b. Inspection, supervision, quality control, engineering or architectural services done by you on a project of which you serve as construction manager.

4. The insurance provided to the additional insured does not apply to "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of construction or demolition work while you are acting as a construction or demolition contractor.

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C. Under **Businessowners Liability Conditions**, the condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended to add the following:

An additional insured under this endorsement will as soon as practicable:

1. Give written notice of an occurrence or an offense to us which may result in a claim or "**suit**" under this insurance;

2. Tender the defense and indemnity of any claim or "**suit**" to us for a loss we cover under this Coverage Part;

3. Except as provided for in paragraph **D.2.** below:

a. Tender the defense and indemnity of any claim or "**suit**" to any other insurer which also has insurance for a loss we cover under this Coverage Part; and

b. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "**suit**" from the additional insured.

D. With respect only to the insurance provided by this endorsement, the condition entitled **Other Insurance** of the **BUSINESSOWNERS COMMON POLICY CONDITIONS** is amended to delete paragraphs **2.** and **3.** and replace them with the following:

2. This insurance is excess over any other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, But if required by the written contract or written agreement, this insurance will be primary and noncontributory relative to insurance on which the additional insured is a Named Insured.

3. When this insurance is excess, we will have no duty under **Business Liability** insurance to defend the additional insured against any "**suit**" if any other insurer has a duty to defend the additional insured against that "**suit**" If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

E. Additional Insured – Extended Coverage

When an additional insured is added by this or any other endorsement attached to this Coverage Part, the section entitled **Who Is An Insured** is amended to make the following natural persons insureds:

If the additional insured is:

1. An individual, then his or her spouse is an insured;

2. A partnership or joint venture, then its partners, members and their spouses are insureds;

3. A limited liability company, then its members and managers are insureds;

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

5. Any type of entity, then its employees are insureds;

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations. Furthermore, employees of additional insureds are not insureds with respect to liability arising out of:

(1) "**Bodily injury**" or "**personal and advertising injury**" to any fellow employee or to any natural person listed in paragraphs **1.** through **4.** above;

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(2) "**Property damage**" to property owned, occupied or used by their employer or by any fellow employee; or

(3) Providing or failing to provide professional health care services.

F. The condition entitled **Transfer of Rights of Recovery Against Others to Us** of the **BUSINESSOWNERS COMMON POLICY CONDITIONS** is amended to deleted paragraph **2.** and replace it with the following:

2. We waive any right of recovery we may have against any person or organization with whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "**your work**" done under a contract with that person or organization and included within the "**products-completed operations hazard**."

All other terms and conditions of the Policy remain unchanged.

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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.

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

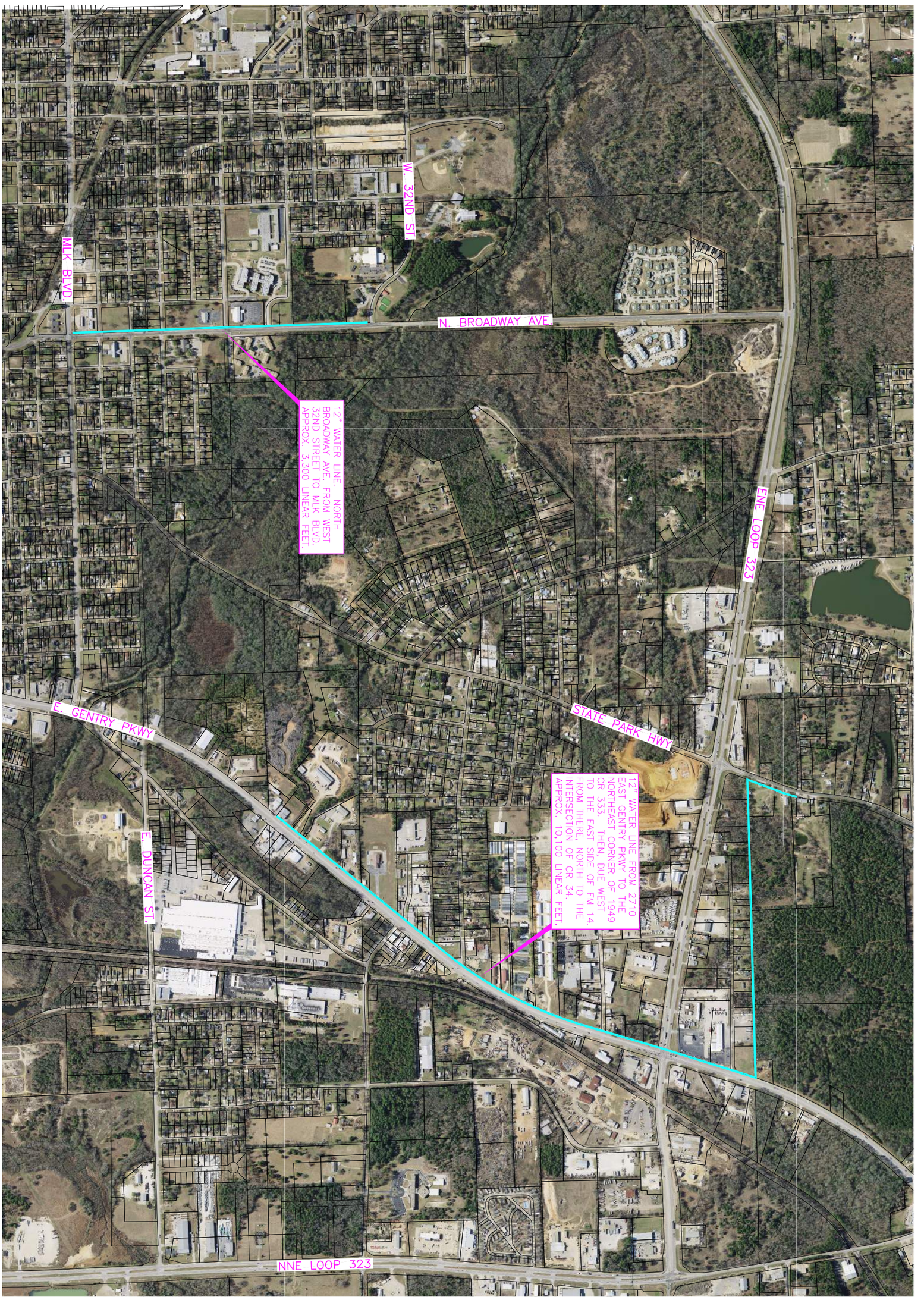
ii. OWNER previously complied with the process required by Subsection II.A. regarding a construction defect or related condition identified in the report and:

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.



EXHIBIT

PROJECT NO. 24140
SHEET NO.

DESIGNED BY: RAB
ISSUE DATE:
ISSUED FOR:

SCALE: 0 1000 2000
1" = 1000'

HWY 271 & FM 14 - 12" WATER LINE EXTENSIONS

CITY OF TYLER

24140
WATER LINE EXTENSION

EXHIBIT

BRANNON ENGINEERING & CONSULTING
AQUATICS | CIVIL | AVIATION
THE C.T. BRANNON CORPORATION
1321 SOUTH BROADWAY
TYLER, TX 75701
(903) 597-2122

THE C.T. BRANNON CORPORATION
TX FIRM REGISTRATION #F-242

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CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number: M-2

Date: June 12, 2024

Subject: Request that the City Council consider authorizing the City Manager to execute a professional services contract in the amount of $980,659.00 with HDR Inc. for the Lake Tyler Raw Water Pipelines Condition Assessment and adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt.

Item Reference:

Golden Road Water Treatment Plant is responsible for roughly half of the drinking water provided to the City of Tyler throughout the year and has raw water supplied to the plant from Lake Tyler. The raw water is transferred to the plant via two parallel pipelines that are both approximately eight miles long that were constructed in the 1940's and 1960's. These raw water lines are considered critical infrastructure to running the plant and providing safe and quality drinking water to the City of Tyler and her residents.

Over the decades, multiple repairs have been made to the lines when unforeseen failures have occurred. As these critical pipelines continue to age, Tyler Water Utilities aims to take a more proactive approach to maintaining the assets.

In the proposed condition assessment, a detailed analysis of the existing pipelines will be conducted over the course of approximately 10 months. The desktop assessment and condition assessment planning will consist of gathering all pertinent information from record drawings to field staff knowledge in order to create a thorough history record on the assets. it will also include a site visit to locate critical blow-off and air release valves and assess site conditions. High-frequency pressure data will be collected throughout the length of the pipelines, as well as a soil corrosivity analysis to determine if there are locations along the pipeline that are exposed to more corrosive soils that would put the condition of the pipe at greater risk. Additionally, internal and external condition assessment will be performed along the pipe. Acoustic inspection equipment will be utilized for the internal inspection and test pits may be excavated to evaluate the exterior of the pipe at locations determined to be of interest. All of these inspections and observations will be used to generate a final Engineering analysis and recommendations report for the raw water pipelines.

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to execute a professional services contract in the amount of $980,659.00 with HDR Inc. for the Lake Tyler Raw Water Pipelines Condition Assessment and adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt.

ATTACHMENTS:

05.28.2024 - HDR TWU - PSA - Lake Tyler Raw Water Condition Assessment Agreement - May 2024

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 HDR Engineering, Inc. (ENGINEER or ARCHITECT), hereinafter referred to as "E/A," for the purpose of acquiring all professional engineering and/or architectural services required for the project known as **"**Lake Tyler Raw Water Pipelines Condition Assessment**"** (hereinafter called the Project).

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

SECTION 1—BASIC SERVICES OF ENGINEER OR ARCHITECT

1.1. General.

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

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

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

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

1.2. Study and Report Phase.

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

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

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

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

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

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

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

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

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

1.3. Preliminary Design Phase.

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

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

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

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

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

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

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

1.4. Final Design Phase.

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

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

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

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

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

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

1.5. Bidding or Negotiating Phase.

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

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

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

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

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

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

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

1.6. Construction Phase.

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

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

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

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

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

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

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

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

thereto.

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

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

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

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

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

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

1.7. Operational Phase.

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

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

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

SECTION 2—ADDITIONAL SERVICES OF E/A

2.1. Services Requiring Authorization in Advance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2. Required Additional Services.

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

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

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

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

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

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

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

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

SECTION 3—OWNER'S RESPONSIBILITIES

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

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

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

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

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

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

3.4.2. appropriate professional interpretations of all of the foregoing;

3.4.3. environmental assessment and impact statements;

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

3.4.5. property descriptions;

3.4.6. zoning, deed and other land use restrictions;

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 4—PERIODS OF SERVICE

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

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

SECTION 5—PAYMENTS TO ENGINEER AND/OR ARCHITECT CONSULTANT

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

For design, construction plan preparation, construction document preparation (including bid proposal, specifications, construction contract), and all other services to be rendered by E/A hereunder, as the same are set out in the attached sample Work Order, “Exhibit “A”, and as further set out in the 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 = $547,606
- Hourly/Reimbursable Expenses = $433,053
- **Total Contract Price = $980,659**

5.2. Times of Payment.

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

SECTION 6—CONSTRUCTION COST AND OPINIONS OF COST

6.1. Construction Cost.

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

6.2. Opinions of Cost.

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

SECTION 7—GENERAL CONSIDERATIONS

7.1. Termination.

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

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

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

7.2. Reuse of Documents.

The E/A’s Instruments of Service (including but not limited to plans, field surveys, maps, cross sections, drawings, specifications, calculations and other data related to the Project) are and shall remain the property of the E/A until payment of the E/A in full. Upon payment of the E/A in full, said E/A’s Instruments of Service shall pass to and become the property of the OWNER without restriction as to their subsequent uses. E/A acknowledges that OWNER is

a governmental entity and that all Instruments of Service in respect of the Project, upon completion of the Project, shall thereafter be subject to the Texas Public Information Act (Texas Government Code Chapter 552) and any other applicable laws requiring public disclosure of the information contained in said documents. In the event that a valid Public Information Request is received prior to completion of the Project and payment of the E/A in full, OWNER shall work with the E/A to protect any information deemed to be confidential by seeking an Opinion from the Texas Attorney General as allowed by State law. Any reuse of Instruments of Service by OWNER or others on projects not contemplated under this Agreement shall be at the reuser's sole risk, without legal liability to E/A.

7.3. Insurance.

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

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

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

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

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

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

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

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

leasing arrangement will NOT satisfy this requirement).

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

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

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

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

7.4. Additional Insured Endorsements.

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

The form of the endorsement(s) shall be:

Option 1:

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

AND, the additional endorsement of

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

Option 2:

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

AND, the additional endorsement of

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

Option 3:

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

AND, the additional endorsement of

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

E/A shall attach actual copies of the endorsements.

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

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

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

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

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

7.6. Waiver of Subrogation.

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

7.7. Subconsultants' Insurance.

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

7.8. Insurance Effective Until Completion.

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

7.9. Right to Revise or Reject Insurance.

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

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

7.10. Certificate of Insurance.

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

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

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

7.11. Insurance - No Limit on Obligation to Pay.

Nothing contained in the insurance requirements shall be construed as limiting the extent of the E/A's responsibility for payment of damages resulting from

his operations.

7.12. Non-compliance; Breach.

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

7.13. Indemnity.

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

7.14. Certificate of Interested Parties.

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

7.15. Controlling Law.

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

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

7.16. Successors and Assigns.

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

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

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

SECTION 8—SPECIAL PROVISIONS, SCHEDULES, AND EXHIBITS

8.1. Special Provisions.

Any other provisions of this Agreement or other

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

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

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

8.2. Exhibits.

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

- *Exhibit A - E/A's Work Order,*
- *Exhibit B - Certificate of Insurance and Endorsements,*
- *Exhibit C - Certificate of Interested Parties (Form 1295) (if required),*
- *Exhibit D - Procedure for Correcting Construction Defects (Applicable only to construction contracts affecting City-owned buildings and other public works)*

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

8.3. Entire Agreement.

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

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

8.4. Effective Date.

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

8.5. Severability.

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

8.6. Waiver.

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

8.7. Notices.

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

E/A:
HDR Engineering, Inc.
Attn: Katie Livas, P.E.
17111 Preston Road, Suite 300
Dallas, Texas 75248

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

8.8. Venue.

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

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

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

FOR THE CITY OF TYLER, TEXAS:

ATTEST:

By: _____
City Manager Date

Edward Broussard
Printed Name

By: _____
City Clerk

Cassandra Brager
Printed Name

APPROVED:

By: _____
City Attorney's Office Date

_____
Printed Name

RECOMMENDED:

By: _____
Department Leader Date

_____
Printed Name

CITY COUNCIL APPROVAL:

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

FOR THE E/A:

By: _____

Vice President Date

Luke Bathurst, P.E.

Printed Name

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

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

_____

Notary Public In and For The State of Texas

My Commission Expires: _____ Notary's Printed Name

INDEX OF EXHIBITS

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

Exhibit B – E/A's Project Schedule

Exhibit C – E/A's Fee Schedule and Hourly Fees

Exhibit D - Certificates of Insurance and Endorsements

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

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

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

CITY OF TYLER
TYLER WATER UTILITIES DEPARTMENT
RAW WATER PIPELINE CONDITION ASSESSMENT SCOPE

SCOPE OF WORK

OVERVIEW:

Tyler Water Utilities (TWU) is the water provider for the City of Tyler and its residents. In addition, TWU is a wholesale provider to the City of Whitehouse, Walnut Grove Water Supply Corporation, and Community Water Company. TWU owns and operates two water treatment plants, Golden Road Water Treatment Plant (WTP) and Lake Palestine Water Treatment Plant which have capacities of 28 mgd and 30 mgd, respectively. The source of water for the Golden Road WTP is Lake Tyler which is part of the Angelina River watershed. Water from Lake Tyler is conveyed to the Golden Road WTP by two parallel pipelines. The first pipeline constructed in the 1940s is eight miles long and consists of diameter sizes 27 and 30-inch. The second pipeline constructed in 1964 is also eight miles long and consists of diameter sizes 36 and 42-inch. Both pipelines transition from pressure to gravity via standpipes located roughly six miles downstream of the intake pump station.

To assess the condition of the Lake Tyler Raw Water Pipelines, TWU has requested HDR Engineering, Inc. (ENGINEER) conduct a pipeline condition assessment study. The study will include a desktop assessment and planning, data collection and survey, and engineering analysis to identify recommendations for extending the service life of the existing raw water pipelines and/or replacement of identified areas that have been deemed to no longer have a useful service life.

PROJECT REQUIREMENTS:

The Scope of Work for this project provides engineering services as described in the following sections:

- Task 100 – Project Administration General Requirements
- Task 200 – Desktop Assessment and Condition Assessment Planning
- Task 300 – Data Collection and Survey
- Task 400 – Internal and External Pipe Assessment
- Task 500 – Engineering Analysis and Recommendations Report

The following tasks delineate the scope of basic services.

I. Task 100 – Project Administration and General Requirements

Task 101 – Project Management and Administration

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

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

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

Workshop No. 1 (Project Kick-off Meeting) will be held with TWU to confirm key elements of the PMP/QMP, project scope objectives, and the baseline schedule.

Throughout project execution, ENGINEER will conduct monitoring and control activities to track project progress and develop monthly invoices with project activity reports for submittal to TWU. Activity reports will document activities completed during the previous period, planned activities for the following month, key decisions made, needed decisions, and decision-related / critical path action items. For this task, up to nine (9) months is assumed for project management and administration.

Deliverables:

- **Workshop No. 1 – Project Kick-off Meeting**
- Meeting agenda and summary for Project Kick-off Meeting
- Monthly Invoices with Activity Report (including updated project schedule)

II. Task 200 – Desktop Assessment and Condition Assessment Planning

Task 201 – Data Review and Site Visit

Data Review. With assistance from TWU, gather desktop information about the pipeline including, but not necessarily limited to: record drawings (plan and profile drawings), specifications, GIS location data, lay sheets, shop drawings, manufacturing details, details of access structures, air valves, blowoffs, main line valves, soil type and corrosivity information for the pipeline backfill, past and potential future pipeline operational parameters, maximum working and transient pressures that the pipeline has experienced or may be expected to experience, and reports and documentation of any previous condition assessments, failures, or leakage investigations. This review of collected data will allow the ENGINEER to further evaluate existing assets and refine the approach taken in this scope of work.

Site Visit. Prior to the scheduled site visit, the ENGINEER will develop a map to identify points of interest along the alignment that will be considered for access and tracking during condition assessment activities. TWU will prepare each point of interest by providing access (clearing brush, mowing, opening manways and vaults, etc.) and cleaning the interior of each vault (removing dirt and debris, pumping out standing water, etc.) to make sure that appurtenances (valves, ARVs, blind flanges, etc.) are visible from the ground surface.

Determination of Pipe Material. ENGINEER will work with pipe manufacturers to search for as-built records to determine pipe material. Manufacturers likely have drawings for the 36”/42” pipe, but not the 27”/30” pipe. Field measurements will be performed on exposed 27”/30” pipe to verify as-built drawing pipe details.

ENGINEER will meet with TWU operations staff to drive and walk the pipeline alignment to perform a visual appurtenance assessment to identify areas of concern including moist/wet/grassy/eroded areas or other obvious areas of concern as well as crossing pipelines that may have other sources of stray

current. The ENGINEER will perform a visual inspection of accessible standpipes, air release, blowoff, or gate valve vaults to observe features to confirm:

- Existing valve and tool monitoring or access locations,
- Potential additional access locations, and
- Traffic diversion/control requirements.

Assumptions:

- *No confined space entry is anticipated.*
- *Estimated site visit effort of 2 days.*

Task 202 – Desktop Assessment and Condition Assessment Planning TM

Technical Memorandum. Prepare a technical memorandum (TM) to document the desktop assessment of the data collected as a part of Task 201 – Data Review and Site Visit and define the Condition Assessment Plan to be implemented in Task 300. The assessment will consider pipe age, manufacturer, break history, review of publicly available aerial imagery, and other anecdotal observations from TWU staff both past and present. As a result of the desktop assessment, the ENGINEER will develop a Condition Assessment plan to define the approach to condition assessment data collection and survey.

The plan will also include an evaluation of the various tools that may be utilized to perform an internal condition assessment of the pipeline, including tool features, access requirements, pros/cons comparison, and ballpark costs.

Submit the draft TM to TWU staff for review.

Conduct Workshop No. 2 with TWU staff to discuss comments on the draft TM and facilitate assessment planning discussions with TWU operations on logistics for anticipated shutdowns, access locations, and coordinating with a contractor for field work. The ENGINEER will address review comments and summarize findings and discussions in the final TM. Content shall include information on field operation coordination, approved access locations, and permitting requirements.

Assumptions:

- A 4-hour workshop is assumed to review the draft desktop assessment and discuss condition assessment planning.
- ENGINEER's Project Manager and key members (up to three) will attend.
- ENGINEER will prepare the workshop meeting summary.
- ENGINEER will not proceed with Data Collection and Survey activities without obtaining written approval by TWU of the Desktop Assessment and Condition Assessment Planning TM.

Deliverables:

- **Workshop No. 2 – Desktop Assessment and Condition Assessment Planning Workshop**
- **Draft and Final Desktop Assessment and Condition Assessment Planning TM**
- Meeting Agenda and Summary for Desktop Assessment and Condition Assessment Planning Workshop

III. Task 300 – Data Collection and Survey

The following tasks will be refined based on the findings of the desktop condition assessment and will be implemented as defined in the Condition Assessment Plan developed as part of Task 200. This work will be completed by ENGINEER as needed and if authorized by TWU.

High Frequency Pressure Data. Data loggers monitor changes in pressure that impact the structural integrity of the pipe. The data logger device requires a minimum 1/4-inch threaded outlet to collect high-quality data on the water system operation including sudden changes in pipe pressure for a minimum of 90-days. The ENGINEER will coordinate with TWU to identify up to four optimal locations to insert data logger devices. TWU will lead efforts to provide access to a suitable location for the date logger devices. The ENGINEER will review pump operations data to determine whether the pumps appear to be operating on their curves. The results of this review can provide an indication of the existence or absence of large air pockets in the pipeline.

Soil Corrosivity Analysis. Conduct the following ground-level soil resistivity surveys along pipe alignments to identify and locate corrosive soils:

- Electromagnetic (EMAG) Conductivity and Test Station Potential Readings. Perform an EMAG survey of the soils near the pipe to measure average conductivity at various soil depths which will provide an indication of the soil corrosivity. Also, perform Test Station "On" Potential Readings at available test stations or accessible pipeline features to detect voltage shifts associated with corrosion. Estimated two days of effort.
- Wenner 4-Pin Survey. Measure soil resistivity at selected areas of the pipe alignment not accessible via EMAG using the Wenner Four Pin Electrode Method. The Wenner Four-Pin Method (per ASTM G57) provides the average soil electrical resistivity at a depth equal to the spacing between the pins. The test allows for precise measurement of soil resistivity at pipe depth. The rate of corrosion is inversely proportional to soil resistivity. The Wenner Four-Pin test method requires the use of four metal probes or electrodes, driven into the ground along a straight line, equidistant from each other. Pin spacing corresponds to depth of test. Soil resistivity is a simple function derived from the voltage drop between the center pair of pins, with current flowing between the two outside pins. The resistivity testing will be conducted at approximately every 1,320 feet (quarter mile) and one at each end of project limits. Estimated two days of effort.
- Soil Sampling and Analysis. Using the ground-level survey data, the ENGINEER will collect a maximum of eight (8) soil samples for as received and saturated electrical resistivity. The soil samples will be forwarded to a laboratory for the following chemical analyses: soil box for soil resistivity (ASTM G187), soil corrosivity, pH: CTM 643, soluble salts (ASTM D4327), moisture content, and if possible, groundwater samples will be collected and lab-tested for same criteria. Samples will be taken at a horizontal distance approximately three to ten feet away from the existing pipes (outside of the pipe zone) and at depths approximately even with the bottom of the existing pipes.
- Closed Interval Survey (CIS). If suitable, the survey helps identify locations on the pipe that are experiencing active corrosion. Estimated three days of effort. Suitability includes contact with soil directly over the pipeline in non-urban area that excludes asphalt or concrete pavement and traffic.

Excavation locations (likely to consist of soil borings) will be recommended based on the soil corrosivity. The samples will be taken by a local, mutually agreed upon, geotechnical subconsultant firm in the presence of ENGINEER staff and TWU staff and will be shipped to a soil laboratory mutually agreeable to TWU and ENGINEER for testing. It is assumed that TWU staff will be available to secure access to

sampling locations along the existing pipeline easement, clear utilities, and be present during the sampling.

Stray Current Investigation. The ENGINEER will investigate crossing utilities with impressed current cathodic protection systems and evaluate the impact, if any, on the pipelines. Estimated two days of effort.

Hydraulic Modeling. The ENGINEER will develop a hydraulic model for the pipeline and compare it to the pressure monitoring data. C-factors in the model will be adjusted to match actual flow conditions. If an abnormally high C-Factor is needed, this implies the pipe has debris, air pockets, or partially obstructed flow.

Technical Memorandum. The ENGINEER will summarize findings from the high frequency pressure data logger, appurtenance assessment, ground-level surveys, soil sampling and analysis, and stray current investigation activities in a TM for submittal to TWU. The TM will provide a recommendation and plan for proceeding with Task 400 – Internal and External Condition Assessment Tasks. ENGINEER will conduct a workshop with TWU to discuss findings from data collection and survey activities.

Assumptions:

- TWU will mow and/or clear the pipe alignment before the field work begins.
- TWU will provide access to the alignment and lead any coordination with property owners, business owners or tenants.
- Hydraulic modeling is required to evaluate flow and pressure conditions given pipeline and valve configurations needed to support the internal condition assessment inspection.
- ENGINEER will not proceed with Task 400 - Internal and External Condition Assessment activities without written approval by the CITY of the Data Collection and Survey TM.

Deliverables:

- **Workshop No. 3 – Data Collection and Survey Workshop**
- **Draft and Final Data Collection and Survey TM**
- Meeting Agenda and Summary for Recommendations Workshop

IV. Task 400 – Internal and External Condition Assessment

The following tasks will be refined based on the findings of the desktop conditions assessment and completed by the ENGINEER needed and if authorized by TWU.

Task 401 – Internal Condition Assessment

Internal Inspection. The insertion locations will be performed by a subcontractor hired by HDR and will require TWU to shut down and depressurize each pipeline and temporarily remove an existing air release valve assembly or blind flange and replace it with an isolation assembly. The internal tool will be inserted into the pipe, and the flange will be reattached. Full dewatering is not required; however, some water removal may be required to allow the removal of the flange.

The extraction location requires TWU to shut down and depressurize the pipeline to temporarily remove an existing air release valve assembly or blind flange and replace it with an isolation assembly for extraction of equipment. The capture net will be inserted during the morning of or up to a week prior to the internal inspection and allows for a controlled extraction of the tool and removal by hand. The insertion of the capture net may be coordinated simultaneously with the shutdown for insertion of the

equipment. A separate shutdown and depressurization (approximately two hours) will be required for extraction of the inspection equipment and removal of the capture net.

It is anticipated that the internal tool will require approximately 8-10 hours (traveling at 90% of flow rate) to traverse each pipeline, and this inspection will begin and end at locations to be determined during Task 202 - Condition Assessment Planning. At a minimum the tool will detect leaks and pockets of trapped air. It may also measure pressure and other variables as determined by assessment in earlier tasks. Estimated two days of effort.

Technical Memorandum. The ENGINEER will oversee specialty subconsultant in the development and QC of the internal assessment report. The ENGINEER will analyze the findings and provide recommendations for any needed repairs. ENGINEER will conduct a workshop with TWU to discuss findings from the internal assessment activities.

Assumptions:

- TWU will provide access, depressurization, and dewatering as needed to insert and extract inspection equipment.
- A 2-hour workshop is assumed to review the draft internal condition assessment TM.
- ENGINEER's Project Manager and key members (up to three) will attend.
- ENGINEER will prepare the workshop meeting summary.

Deliverables:

- **Workshop No. 4 – Internal and External Condition Assessment Workshop**
- **Draft and Final Internal Condition Assessment TM**
- Meeting Agenda and Summary for Recommendations Workshop

Task 402 – External Pipe Assessment

Test Pits. The ENGINEER will observe the pipe exterior at up to four (4) locations after excavation by either TWU staff or a contractor hired by TWU. Assessment will include photos, non-destructive testing, and collection of soil and water samples if necessary. Estimated two days of effort.

Technical Memorandum. The ENGINEER will analyze the findings and provide recommendations for needed repairs. ENGINEER will present findings from the external assessment activities as a part of Workshop No. 4 conducted as a part of Task 401.

Assumptions:

- TWU will provide access and excavation at the identified locations for assessment.

Deliverables:

- **Draft and Final External Pipe Assessment TM**

V. Task 500 – Engineering Analysis and Recommendations Report

Draft Recommendations Report. The ENGINEER will prepare a draft recommendations report that includes:

- Findings including the number and locations of concern.

- An Asset Risk Score Table to address each area of concern using a heat map (red – severe, yellow – moderate, green – low) based on the consequence and likelihood of failure.
- Recommendations for repair or rehabilitation.
- An appendix with all prior TMs.

Conduct Workshop No. 5 with TWU staff to discuss proposed recommendations and next steps. The ENGINEER will prepare a Final Recommendations Report that incorporates workshop discussions and TWU feedback on next steps.

Assumptions:

- A 3-hour workshop is assumed to review the draft engineering analysis and recommendations.
- ENGINEER's Project Manager and key members (up to three) will attend.
- ENGINEER will prepare the workshop meeting summary.

Deliverables:

- **Workshop No. 5 - Recommendations Workshop**
- **Draft and Final Engineering Analysis and Recommendations Report**
- Meeting Agenda and Summary for Recommendations Workshop

PROJECT SCHEDULE:

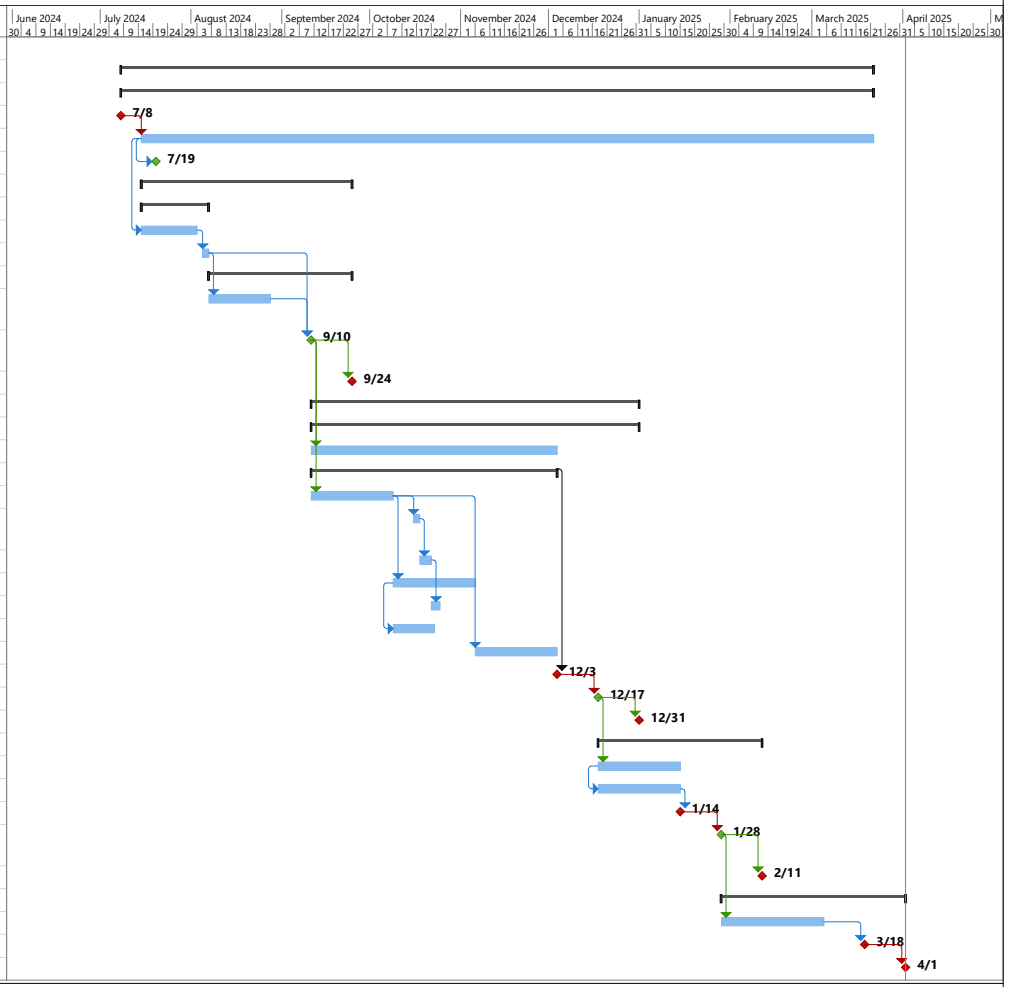
Refer to attached schedule. The schedule and assumed level of effort associated with the tasks delineated in the scope identified herein are contingent upon achieving the milestone events shown.

Exhibit B - E/A's Project Schedule

Exhibit B - E/A's Project Schedule

CITY OF TYLER
TYLER WATER UTILITIES DEPARTMENT
LAKE TYLER RAW WATER PIPELINES CONDITION ASSESSMENT

ID	Task Name
1	
2	**Task 100 - Project Initiation**
3	**101 Project Management and Administration**
4	Notice to Proceed
5	Project Management and Administration
6	**Workshop No. 1 - Kickoff Meeting**
7	**Task 200 - Desktop Assessment and Condition Assessment Planning**
8	**201 Data Review and Site Visit**
9	Data Review
10	Site Visit
11	**202 Desktop Assessment and Condition Assessment Planning TM**
12	Technical Memo #1 - Desktop Assessment and Condition Assessment Planning TM
13	**Workshop No. 2 – Desktop Assessment and Condition Assessment Planning Workshop**
14	Final TM #1
15	**Task 300 Data Collection and Survey**
16	**301 Data Collection and Survey**
17	High Frequency Pressure Data Planning and Collection
18	**Soil Corrosivity Analysis**
19	Analysis scheduling and planning
20	Electromagnetic (EMAG) Conductivity and Test Station Potential Readings
21	Wenner 4-Pin Survey
22	Soil Sampling and Analysis
23	Closed Interval Survey (CIS)
24	Stray Current Investigation
25	Hydraulic Modeling
26	**Draft - Data Collection and Survey TM**
27	**Workshop No. 3 – Data Collection and Survey Workshop**
28	**Final - Data Collection and Survey TM**
29	**Task 400 – Internal and External Condition Assessment**
30	Task 401 – Internal Condition Assessment
31	Task 402 – External Pipe Assessment
32	**Draft External Pipe Assessment TM**
33	**Workshop No. 4 - Internal and External Condition Assessment Workshop**
34	**Final External Pipe Assessment TM**
35	**Task 500 – Engineering Analysis and Recommendations Report**
36	**Draft Engineering Analysis and Recommendations Report**
37	**Workshop No. 5 - Recommendations Workshop**
38	**Final Engineering Analysis and Recommendations Report**



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

Exhibit C - Rate Schedule and Hourly Fees
Tyler Water Utilities
Lake Tyler Raw Water Pipelines Condition Assessment

5/23/2024

Task Description		HDR														Subs	GRAND TOTAL
		Labor												Expenses	HDR Total		
		Principal	Project Manager	Corrosion Assessment Lead	Corrosion Assessment Engineer	Condition Assessment Lead	Condition Assessment Engineer	Pressure Monitoring	GIS	QC	Admin Support/ Billing	Total Hours	Labor Cost				
		Hoffman	*Livas*	*Giddings*	*Smith*	*Snead*	*Borromeo/ Hayes*	*Williams*	*Roberts*	*Higgins*	*Rayshell*						
Task 100	**Project Administration and General Requirements**																
101	Project Management and Administration	6	80			12	24				32	154	$ 41,253	$ 908	$ 42,161	$ -	$ 42,161
	Kickoff Meeting	2	8	2		8	14			2		36	$ 10,520	$ 477	$ 10,997	$ -	$ 10,997
	Task 1 Subtotal	**8**	**88**	**2**	**-**	**20**	**38**	**-**	**-**	**2**	**32**	**190**	**$ 51,773**	**$ 1,385**	**$ 53,158**	**$ -**	**$ 53,158**
Task 200	**Desktop Assessment and Condition Assessment Planning**																
201	Data Review, Site Visit, Determination of Pipe Matl			18		24	36		12	12	4	106	$ 29,616	$ 3,341	$ 32,957	$ -	$ 32,957
202	Desktop Assessment and Condition Assessment Planning TM		6	12	18	24	56	8	20	8	12	164	$ 40,491	$ 891	$ 41,382	$ -	$ 41,382
	Desktop Assessment and Condition Assessment Planning Workshop	2	8	4		8	16			4	4	46	$ 13,198	$ 700	$ 13,898	$ -	$ 13,898
	Task 2 Subtotal	**2**	**14**	**34**	**18**	**56**	**108**	**8**	**32**	**24**	**20**	**316**	**$ 83,305**	**$ 4,932**	**$ 88,237**	**$ -**	**$ 88,237**
Task 300	**Data Collection and Survey**																
301	High Frequency Pressure Data (4 loggers, 90 days)		8			8	72	36				124	$ 32,410	$ 3,618	$ 36,028	$ -	$ 36,028
302	Soil Corrosivity Analysis (Wenner 4-Pin, EMAG, CIS)		8	40	40	12	40					140	$ 33,587	$ 6,113	$ 39,700	$ -	$ 39,700
303	Soil Sampling & Analysis (8 samples & testing) (Geotech-Raba)		4	16	16	8	24			5		73	$ 18,978	$ 418	$ 19,396	$ 16,500	$ 35,896
304	Stray Current Investigation		4	16	16		12					48	$ 11,124	$ 1,893	$ 13,017	$ -	$ 13,017
305	Hydraulic Modeling		8			16	8	40	24	4		100	$ 28,576	$ 629	$ 29,205	$ -	$ 29,205
306	Data Collection TM		16	16	24	32	56	12	16	8	16	196	$ 49,971	$ 1,099	$ 51,070	$ -	$ 51,070
	Data Collection and Survey Workshop	2	8	8		8	12			2	4	44	$ 12,484	$ 681	$ 13,165	$ -	$ 13,165
	Task 3 Subtotal	**2**	**56**	**96**	**96**	**84**	**224**	**88**	**40**	**19**	**20**	**725**	**187,130**	**14,451**	**$ 201,581**	**$ 16,500**	**$ 218,081**
Task 400	**Internal and External Condition Assessment**																
401	Internal Condition Assessment (Acoustic Tool) (Pure Technologies)		12			24	64		12	24	4	140	$ 40,028	$ 3,630	$ 43,658	$ 385,000	$ 428,658
401	Internal Assessment TM		12			40	48			4	8	112	$ 31,344	$ 690	$ 32,034	$ -	$ 32,034
	Internal Condition Assessment Workshop	2	8			8	16			8	4	46	$ 14,055	$ 718	$ 14,773	$ -	$ 14,773
402	External Pipe Assessment (4 Test Pits)		4	32	20	4	40			4	4	108	$ 26,367	$ 3,002	$ 29,369	$ -	$ 29,369
402	External Assessment TM	2	40	20	20	24	36		8	4	8	162	$ 42,706	$ 940	$ 43,646	$ -	$ 43,646
	Task 4 Subtotal	**4**	**76**	**52**	**40**	**100**	**204**	**-**	**20**	**44**	**28**	**568**	**154,500**	**$ 8,980**	**$ 163,480**	**$ 385,000**	**$ 548,480**
Task 500	**Engineering Analysis and Recommendations**																
501	Engineering Analysis and Recommendations Report	4	24	12	24	40	72	16	16	8	8	224	$ 58,928	$ 1,296	$ 60,224	$ -	$ 60,224
	Recommendations Workshop	3	8			8	6			8	2	35	$ 11,970	$ 509	$ 12,479	$ -	$ 12,479
	Task 5 Subtotal	**7**	**32**	**12**	**24**	**48**	**78**	**16**	**16**	**16**	**10**	**259**	**$ 70,898**	**$ 1,805**	**$ 72,703**	**$ -**	**$ 72,703**
	TOTAL	**23**	**266**	**196**	**178**	**308**	**652**	**112**	**108**	**105**	**110**	**2,058**	**$ 547,606**	**$ 31,553**	**$ 579,159**	**$ 401,500**	**$ 980,659**

Exhibit C - E/A's Rate Schedule

Lake Tyler – Raw Water Pipelines Condition Assessment
Labor Rates

Project Principal	$380.00 - $400.00
Project Manager	$300.00 - $325.00
Condition Assessment EIT	$180.00 - $250.00
Condition Assessment Engineer	$250.00 - $375.00
Corrosion Engineer	$120.00 - $200.00
Corrosion Engineer Sr.	$200.00 - $300.00
Hydraulic Modeler/ CCTV Reviewer	$250.00 - $350.00
GIS Analyst	$140.00 - $200.00
Technical Advisor/ QC Reviewer	$450.00 - $495.00
Accountant	$65.00 - $120.00
Administrative Support	$175.00 - $200.00
Direct Expenses	Cost + 10%
Mileage	Current Rate

Exhibit D - Certificates of Insurance and Endorsements

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

CERTIFICATE(S) OF INSURANCE

[Certificate of Liability Insurance Shall Be Inserted Here]

INSURANCE COVERAGE REQUIRED * Endorsement Required	
TYPE	**AMOUNT**
1) COMMERCIAL GENERAL LIABILITY * Policy shall include (but not limited to) the following: a) Products - Completed Operations b) Independent Contractors c) Broad Form Property Damage d) X-C-U Coverage X = Explosion Hazard C = Collapse Hazard U = Underground Damage e) Contractual Liability or Cross Liability	Not Less than: **$1,000,000** (1 million) Each Occurrence **$2,000,000** (2 million) General Aggregate **Per Project** Any Self-Insured-Retention or Deductible shall not exceed $25,000.
2) BUSINESS AUTOMOBILE LIABILITY Policy shall include (but not limited to) bodily injury and property damage liability for the following: a) Any Auto; OR b) All Owned Autos, and c) Hired Autos, and d) Non-Owned Autos.	Not Less than: **$1,000,000** (1 million) Each Occurrence
3) PROFESSIONAL ERRORS & OMISSIONS LIABILITY Policy shall include (but not limited to) the following: a) A 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

6/1/2025

DATE (MM/DD/YYYY) 5/21/2024

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

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

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Lloyds of London	
INSURED 1429676 HDR ENGINEERING, INC. 1917 SOUTH 67TH STREET OMAHA, NE 68106	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 20596490 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ XXXXXXX
							MED EXP (Any one person)	$ XXXXXXX
							PERSONAL & ADV INJURY	$ XXXXXXX
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ XXXXXXX
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ XXXXXXX
	☐ OTHER:							$
	AUTOMOBILE LIABILITY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	$ XXXXXXX
	☐ ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	☐ UMBRELLA LIAB ☐ OCCUR			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$ XXXXXXX
	☐ DED ☐ RETENTION $							$ XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			NOT APPLICABLE			☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐	N/A					E.L. EACH ACCIDENT	$ XXXXXXX
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$ XXXXXXX
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$ XXXXXXX
A	ARCH & ENG PROFESSIONAL LIABILITY	N	Y	P1001412400	6/1/2024	6/1/2025	PER CLAIM: $1,000,000 AGGREGATE: $2,000,000	

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

LLOYD'S OF LONDON AM BEST: A XV RE: City of Tyler - Lake Tyler Raw Water Pipelines Condition Assessment

CERTIFICATE HOLDER

20596490
CITY OF TYLER
ATTN: KATE DIETZ, P.E.
P.O. BOX 2039
TYLER TX 75710

CANCELLATION See Attachment

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

AUTHORIZED REPRESENTATIVE

Joseph M Agnello

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This endorsement, effective: 06/01/2024 - 06/01/2025

Forms a part of policy no.: P1001412400

Issued to: HDR Engineering, Inc.

By: Lloyd's of London

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS ENDORSEMENT

Except respect cancellation non-payment premium (10 day notice cancellation), the **Insurer** shall give 30 day notice cancellation the Certificate Holder(s) set forth herein, provided that:

The **First Named Insured** is required by contract give notice cancellation the Certificate Holder, and

Prior the **Insurer** sending notice cancellation the **First Named Insured** the **First Named Insured** shall provide the **Insurer** in writing, either directly or through the **First Named Insured** broker record, the name each person or organization requiring notice cancellation and the corresponding address such person orther employee responsible receipt of notice of cancellation on behalf of such organization.

Notice cancellation be sent in accordance the terms and conditions the policy, except that the **Insurer** may provide written notice individually or collectively the Certificate Holders by email at the current email address given by the **First Named Insured** Proof sending the notice of cancellation by email shall be sufficient proof of notice.

Any failure provide notice cancellation the Certificate Holder due inaccurate or incomplete information provided by the **First Named Insured** shall remain the sole responsibility the **First Named Insured**

The following definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown in Item 1. of Declarations.
2. **Insurer** means the insurance company shown in the header on the Declarations.

All other terms and conditions of the policy remain the same

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/21/2024

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

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

PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@wtwco.com
INSURED HDR Engineering, Inc. 1917 South 67th Street Omaha, NE 68106	INSURER A : Liberty Mutual Fire Insurance Company — NAIC # 23035 INSURER B : Ohio Casualty Insurance Company — 24074 INSURER C : Liberty Insurance Corporation — 42404 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** W33591815 **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] Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	Y	Y	TB2-641-444950-033	06/01/2023	06/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	AS2-641-444950-043	06/01/2023	06/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0	Y	Y	EUO(24)57919363	06/01/2023	06/01/2024	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: No (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WA7-64D-444950-013	06/01/2023	06/01/2024	[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)

Certificate Holder is named as Additional Insured on General Liability, Automobile Liability and Umbrella/Excess Liability on a Primary, Non-contributory basis where required by written contract. Waiver of Subrogation applies on General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation where required by written contract and as permitted by law. Umbrella/Excess policy is follow form over General Liability, Auto Liability and Employers Liability.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Midwest, Inc.	NAMED INSURED HDR Engineering, Inc. 1917 South 67th Street Omaha, NE 68106
POLICY NUMBER See Page 1	
CARRIER See Page 1 / NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

RE: City of Tyler - Lake Tyler Raw Water Pipelines Condition Assessment

Additional Insured and Waiver of Subrogation: Owner

Coverage for XCU and Independent Contractors is provided under General Liability policy.

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SR ID: 25900555 BATCH: 3470753 CERT: W33591815

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Location(s): **All locations owned by or rented to the Named Insured**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which can be attributed only to operations at a single designated "location" shown in the Schedule above:

1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.

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B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Designated Location General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.

D. For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

E. The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

© Insurance Services Office, Inc., 2008

Policy Number: TB2-641-444950-033

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s): **All construction projects not located at premises owned, leased or rented by a Named Insured**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

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B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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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

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.

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization with whom you have agreed through written contract, agreement or permit to provide additional insured coverage	All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense

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

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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

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.

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization to whom or to which you are required to provide additional insured status in a written contract, agreement or permit except where such contact or agreement is prohibited.	Any location where you have agreed, through written, contract, agreement, or permit, to provide additional insured coverage for completed operations

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

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Policy Number TB2-641-444950-033
Issued by Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

The following is added to Section IV – Conditions 4. Other Insurance and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed prior to a loss, that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

(3) This insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
As required by written contract or agreement.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

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

SCHEDULE

Name Of Person(s) Or Organization(s):
As required by written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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Policy Number: AS2-641-444950-043
Issued by: Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
TRUCKERS COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

Schedule

Name of Person(s) or Organizations(s):
Any person or organization where the Named Insured has agreed by written contract to include such person or organization

Regarding Designated Contract or Project:
Any

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the **Other Insurance Condition:**

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
Any person or organization for whom you perform work under a written contract of the contract requires you to obtain this agreement from us but only if the contract is executed prior to the injury or damage occurring.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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

Schedule

Where required by contract or written agreement prior to loss.

Issued by:Liberty Insurance Corporation

For attachment to Policy No WA7-64D-444950-013 Effective Date 06/01/2023 Premium
$

Issued to:HDR Engineering, Inc.

© 1983 National Council on Compensation Insurance, Inc.

Policy Number TB2-641-444950-033
Issued by Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR MATERIAL REDUCTION IN COVERAGE TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	**Email Address or mailing address:**	**Number Days Notice:**
As required by written contract or written agreement	As required by written contract or written agreement	30

A. If we cancel this policy for any reason other than nonpayment of premium, or make a material reduction in coverage, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.

B. This advance notification of a pending cancellation or material reduction of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

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Policy Number AS2-641-444950-043
Issued by Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR MATERIAL REDUCTION IN COVERAGE TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	**Email Address or mailing address:**	**Number Days Notice:**
As required by written contract or written agreement		30

A. If we cancel this policy for any reason other than nonpayment of premium, or make a material reduction in coverage, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.

B. This advance notification of a pending cancellation or material reduction of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

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NOTICE OF CANCELLATION TO THIRD PARTIES

A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.

B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

Schedule

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
As required by written contract or agreement		**30**

All other terms and conditions of this policy remain unchanged.

Issued by Liberty Insurance Corporation

For attachment to Policy No. WA7-64D-444950-013 Effective Date 06/01/2023 **Premium $**

Issued to HDR Engineering, Inc. **Endorsement No.**

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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.

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:
2024-1166222

Date Filed:
05/24/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
HDR Engineering Inc.
Dallas, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
N/A
Professional Engineering Services for Lake Tyler Raw Water Pipelines – Condition Assessment

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
HDR Inc.	Omaha, NE United States	X	
Keen, Eric	Omaha, NE United States	X	
Meysenburg, Galen	Omaha, NE United States	X	
LeCureux, David	Omaha, NE United States	X	
McLaughlin, Thomas	White Plains, NY United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Karan Khosla, and my date of birth is 07-22-1980.

My address is 17111 Preston Road, Suite 300 (street), Dallas (city), TX (state), 75248 (zip code), USA (country).

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

Executed in Dallas County, State of Texas, on the 24th day of May (month), 2024 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Exhibit F - Procedure for Correcting Construction Defects

Check Here if this Section IS Applicable to This Contract ☐

****ONLY APPLICABLE FOR CONSTRUCTION ACTIVITIES AFFECTING CITY-OWNED BUILDINGS AND OTHER PUBLIC WORKS PROJECTS AS DEFINED IN TEX. GOV. CODE ANN., SEC. 2269.001 (6)****

EXHIBIT F is not applicable to "civil works" projects as defined in Tex. Gov. Code Ann., Sec. 2269.351

I. DEFINITIONS

A. **"Public Works"** projects, as defined in Tex. Gov. Code Ann., Sec. 2269.001 (6), are those related to constructing, altering, or repairing a public building or carrying out any public work.

B. **"Civil works"** projects, as defined in Tex. Gov. Code Ann., Sec. 2269.351 are those related to roads, streets, bridges, utilities, water supply projects, water plants, waste water plants, water distribution and wastewater conveyance facilities, desalination projects, wharves, docks, airport runways and taxiways, storm drainage, flood control projects and transit projects.

II. NOTIFICATION OF DEFECT

A. **ENGINEER/ARCHITECT SHALL NOTIFY OWNER IN WRITING OF ANY CONSTRUCTION DEFECT** of which the ENGINEER/ARCHITECT is aware, and which shall include any deficiency in the construction of an improvement to real property, including a deficiency in or arising out of the design, specifications, surveying, planning or supervision of the construction that is a result of:

i. The use of defective materials, products, or components in the construction;
ii. A violation of a building code applicable by law to the construction;
iii. A failure of the design of an improvement to real property to meet the professional standards of care applicable at the time of governmental approval of the design or as otherwise applicable if no governmental approval of the design was required or obtained; and/or
iv. A failure to perform the construction in accordance with the accepted trade standards for good and workmanlike construction.

B. The E/A's writing shall identify the specific construction defect, describe the present physical condition of the affected structure; and describe any modification, maintenance, or repairs to the affected structure made by the governmental entity or others since the affected structure was initially occupied or used.

III. PROCEDURE TO CORRECT CONSTRUCTION DEFECTS

A. Before bringing an action asserting a claim for a construction defect under this Agreement, the OWNER must provide a written report to each party with whom the OWNER has a contract for the design, construction or construction oversight of an affected structure by certified mail, return receipt requested.

i. The report shall clearly identify the specific construction defect(s) on which the claim is based, which shall include any deficiency in the construction of an improvement to real property, including a deficiency in or arising out of the design, specifications, surveying, planning, or supervision of the construction that is a result of:
   a. The use of defective materials, products, or components in the construction;
   b. A violation of a building code applicable by law to the construction;

c. A failure of the design of an improvement to real property to meet the professional standards of care applicable at the time of governmental approval of the design or as otherwise applicable if no governmental approval of the design was required or obtained; and/or

d. A failure to perform the construction in accordance with the accepted trade standards for good and workmanlike construction.

iii. The report shall clearly:

a. Identify the specific construction defect on which the claim is based;

b. Describe the present physical condition of the affected structure; and

c. Describe any modification, maintenance, or repairs to the affected structure made by the governmental entity or others since the affected structure was initially occupied or used.

B. OWNER shall allow each party with whom the OWNER has a contract for the design or construction of an affected structure and who is subject to the claim, and any known subcontractor or supplier who is subject to the claim a reasonable opportunity to inspect any construction defect or related condition identified in the report for a period of 30 days after receiving the report.

C. OWNER shall allow at least 120 days after the inspection to:

i. Correct any construction defect or related condition identified in the report; or

ii. Enter into a separate agreement with the governmental entity to correct any construction defect or related condition identified in the report.

D. OWNER is not required to allow a party to make a correction or repair under Subsection II.A. if:

i. the party:

a. Is a contractor and cannot provide payment and performance bonds to cover the corrective work;

b. Cannot provide liability insurance or workers' compensation insurance;

c. Has been previously terminated for cause by OWNER; or

d. Has been convicted of a felony; or

ii. OWNER previously complied with the process required by Subsection II.A. regarding a construction defect or related condition identified in the report and:

a. The defect or condition was not corrected as required by Subsection II.C.i. or by an agreement under Subsection II.C.ii.; or

b. The attempt to correct the construction defect or related condition identified in the report resulted in a new construction defect or related condition.

E. Recovery of Report Costs. If the report described in Subsection II.A. identifies a construction defect that is corrected or for which the OWNER recovers damages, the party responsible for that construction defect shall pay the reasonable amounts incurred by OWNER to obtain the report with respect to identification of that construction defect.

F. These provisions do not prohibit or limit the OWNER from making emergency repairs to the property as necessary to protect the health, safety, and welfare of the public or a building occupant.

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number: M-3

Date: June 12, 2024

Subject: Request that the City Council consider authorizing the City Manager to execute a contract with C&A Construction, LLC in the amount of $7,022,462.14 for the Consent Decree Group 6 Traditional Package, Bid 24-019.

Page: Page 1 of

Item Reference: Bid 24-019, Consent Decree, Civil Action No. 6:17-cv-29 effective April 10, 2017

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

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

This project includes addressing sewer gravity main asset locations using internal point repairs, internal section liner, open cut point repairs, new manholes or access chambers, some tasks on cleanouts/ends of mains, section and line replacements, and reconnecting existing services. Some assets will require gaining access to manholes/cleanouts and cleaning the mainline, cut taps/roots, so a full investigation by others can take place. This includes all incidental items associated with these tasks such as bypass pumping, traffic control, pavement/sidewalk repair, and restoration work.

Bids were opened and read aloud on Tuesday, May 28, 2024. and a total of four (4) bids were received. The low bidder, C&A Construction, LLC, is the recommended contractor.

Attached for review is the Letter of Recommendation and Bid Tabulation.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to execute a contract with C&A Construction, LLC in the amount of $7,022,462.14 for the Consent Decree Group 6 Traditional Package, Bid 24-019.

ATTACHMENTS:

Group 6 SS Traditional Package - 24-019 Bid Tab

Drafted/Recommended By:
Department Leader

Tiffany Currie, P.E. Project Engineer / Kate Dietz, P.E. Director of Utilities

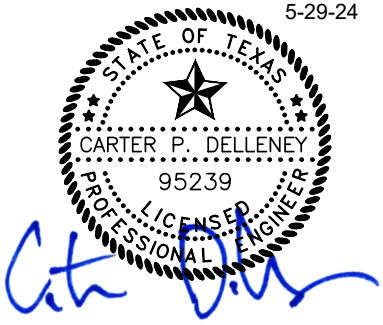
Edited/Submitted By:
City Manager

Group 6 SS Traditional Package - 24-019 Bid Tab

				C&A Construction, LLC		King Solution Services, LLC		A.E. Shull and Company		Lopez Utilities Contractor, LLC	
BID ITEM	**DESCRIPTION**	**UNITS**	**QUANTITY**	**UNIT PRICE**	**TOTAL PRICE**	**UNIT PRICE**	**TOTAL PRICE**	**UNIT PRICE**	**TOTAL PRICE**	**UNIT PRICE**	**TOTAL PRICE**
1	MOBILIZATION	LS	1	$ 500,000.00	$ 500,000.00	$ 400,000.00	$ 400,000.00	$ 535,000.00	$ 535,000.00	$ 350,000.00	$ 350,000.00
2	TRAFFIC CONTROL	LS	1	$ 100,000.00	$ 100,000.00	$ 125,000.00	$ 125,000.00	$ 70,000.00	$ 70,000.00	$ 80,000.00	$ 80,000.00
3	CLEARING AND GRUBBING	AC	1	$ 20,000.00	$ 20,000.00	$ 95,000.00	$ 95,000.00	$ 48,500.00	$ 48,500.00	$ 4,500.00	$ 4,500.00
4	ASPHALT CEMENT REPAIR	SY	10055	$ 94.72	$ 952,409.60	$ 72.00	$ 723,960.00	$ 104.66	$ 1,052,356.30	$ 150.00	$ 1,508,250.00
5	CONCRETE CEMENT REPAIR	SY	10055	$ 105.00	$ 1,055,775.00	$ 135.00	$ 1,357,425.00	$ 25.42	$ 255,598.10	$ 170.00	$ 1,709,350.00
6	BRICK STREET REPAIR	SY	100	$ 120.00	$ 12,000.00	$ 165.00	$ 16,500.00	$ 225.00	$ 22,500.00	$ 250.00	$ 25,000.00
7	UNPAVED GROUND REPAIR	SY	1250	$ 1.00	$ 1,250.00	$ 15.00	$ 18,750.00	$ 7.75	$ 9,687.50	$ 80.00	$ 100,000.00
8	ACCESS, CUT ROOTS, CLEAN AND INSPECTION	EA	14	$ 2,540.20	$ 35,562.80	$ 560.00	$ 7,840.00	$ 7,500.00	$ 105,000.00	$ 1,600.00	$ 22,400.00
9	CUT TAP	EA	6	$ 3,571.43	$ 21,428.58	$ 500.00	$ 3,000.00	$ 2,500.00	$ 15,000.00	$ 825.00	$ 4,950.00
10	VERIFY IF MAIN IS ACTIVE	EA	1	$ 2,142.86	$ 2,142.86	$ 800.00	$ 800.00	$ 750.00	$ 750.00	$ 2,000.00	$ 2,000.00
11	OPEN CUT - REPLACE SECTION - 6 INCH	LF	4869	$ 126.27	$ 614,808.63	$ 84.00	$ 408,996.00	$ 180.00	$ 876,420.00	$ 150.00	$ 730,350.00
12	OPEN CUT - REPLACE SECTION - 8 INCH	LF	1105	$ 151.07	$ 166,932.35	$ 94.00	$ 103,870.00	$ 180.00	$ 198,900.00	$ 165.00	$ 182,325.00
13	OPEN CUT - REPLACE SECTION - 10 INCH	LF	549	$ 165.75	$ 90,996.75	$ 140.00	$ 76,860.00	$ 192.00	$ 105,408.00	$ 180.00	$ 98,820.00
14	OPEN CUT - REPLACE SECTION - 12 INCH	LF	104	$ 204.79	$ 21,298.16	$ 150.00	$ 15,600.00	$ 215.00	$ 22,360.00	$ 210.00	$ 21,840.00
15	OPEN CUT - REPLACE LINE (MH TO MH) - 8 INCH	LF	260	$ 96.00	$ 24,960.00	$ 135.00	$ 35,100.00	$ 190.00	$ 49,400.00	$ 110.00	$ 28,600.00
16	OPEN CUT - REPLACE LINE (MH TO MH) - 10 INCH	LF	231	$ 112.50	$ 25,987.50	$ 148.00	$ 34,188.00	$ 700.00	$ 161,700.00	$ 120.00	$ 27,720.00
17	POINT REPAIR - OPEN CUT - 4 INCH (≥5 to <10 feet deep)	EA	1	$ 1,987.86	$ 1,987.86	$ 3,500.00	$ 3,500.00	$ 3,000.00	$ 3,000.00	$ 4,200.00	$ 4,200.00
18	POINT REPAIR - OPEN CUT - 6 INCH (<5 feet deep)	EA	117	$ 1,833.14	$ 214,477.38	$ 2,800.00	$ 327,600.00	$ 3,000.00	$ 351,000.00	$ 2,200.00	$ 257,400.00
19	POINT REPAIR - OPEN CUT - 6 INCH (≥5 to <10 feet deep)	EA	341	$ 1,843.11	$ 628,500.51	$ 3,100.00	$ 1,057,100.00	$ 3,000.00	$ 1,023,000.00	$ 2,300.00	$ 784,300.00
20	POINT REPAIR - OPEN CUT - 6 INCH (≥10 to <15 feet deep)	EA	27	$ 3,465.93	$ 93,580.11	$ 4,000.00	$ 108,000.00	$ 9,800.00	$ 264,600.00	$ 2,500.00	$ 67,500.00
21	POINT REPAIR - OPEN CUT - 6 INCH (≥15 feet deep)	EA	3	$ 7,165.71	$ 21,497.13	$ 10,500.00	$ 31,500.00	$ 11,000.00	$ 33,000.00	$ 3,800.00	$ 11,400.00
22	POINT REPAIR - OPEN CUT - 8 INCH (<5 feet deep)	EA	5	$ 1,997.86	$ 9,989.30	$ 4,500.00	$ 22,500.00	$ 3,200.00	$ 16,000.00	$ 2,600.00	$ 13,000.00
23	POINT REPAIR - OPEN CUT - 8 INCH (≥5 to <10 feet deep)	EA	23	$ 2,066.83	$ 47,537.09	$ 4,800.00	$ 110,400.00	$ 3,500.00	$ 80,500.00	$ 2,800.00	$ 64,400.00
24	POINT REPAIR - OPEN CUT - 8 INCH (≥10 to <15 feet deep)	EA	9	$ 3,616.19	$ 32,545.71	$ 5,200.00	$ 46,800.00	$ 10,000.00	$ 90,000.00	$ 3,200.00	$ 28,800.00
25	POINT REPAIR - OPEN CUT - 8 INCH (≥15 feet deep)	EA	2	$ 7,312.14	$ 14,624.28	$ 12,500.00	$ 25,000.00	$ 12,500.00	$ 25,000.00	$ 3,600.00	$ 7,200.00
26	POINT REPAIR - OPEN CUT - 10 INCH (≥5 to <10 feet deep)	EA	8	$ 2,182.50	$ 17,460.00	$ 5,500.00	$ 44,000.00	$ 4,500.00	$ 36,000.00	$ 3,100.00	$ 24,800.00
27	POINT REPAIR - OPEN CUT - 10 INCH (≥15 feet deep)	EA	2	$ 8,422.86	$ 16,845.72	$ 15,000.00	$ 30,000.00	$ 12,000.00	$ 24,000.00	$ 3,900.00	$ 7,800.00
28	POINT REPAIR - OPEN CUT - 12 INCH (≥5 to <10 feet deep)	EA	4	$ 2,377.14	$ 9,508.56	$ 6,000.00	$ 24,000.00	$ 4,000.00	$ 16,000.00	$ 3,900.00	$ 15,600.00
29	POINT REPAIR - OPEN CUT - 12 INCH (≥10 to <15 feet deep)	EA	1	$ 7,694.29	$ 7,694.29	$ 12,500.00	$ 12,500.00	$ 12,500.00	$ 12,500.00	$ 4,200.00	$ 4,200.00
30	POINT REPAIR - OPEN CUT - 12 INCH (≥15 feet deep)	EA	2	$ 8,558.57	$ 17,117.14	$ 16,500.00	$ 33,000.00	$ 15,000.00	$ 30,000.00	$ 6,500.00	$ 13,000.00
31	POINT REPAIR - OPEN CUT - 15 INCH (≥10 to <15 feet deep)	EA	1	$ 7,608.57	$ 7,608.57	$ 8,500.00	$ 8,500.00	$ 20,000.00	$ 20,000.00	$ 7,500.00	$ 7,500.00
32	POINT REPAIR - INTERNAL - 6 INCH	EA	14	$ 3,214.29	$ 45,000.06	$ 5,200.00	$ 72,800.00	$ 4,900.00	$ 68,600.00	$ 3,500.00	$ 49,000.00
33	POINT REPAIR - INTERNAL - 8 INCH	EA	1	$ 4,678.57	$ 4,678.57	$ 5,800.00	$ 5,800.00	$ 6,000.00	$ 6,000.00	$ 4,000.00	$ 4,000.00
34	POINT REPAIR - INTERNAL - 12 INCH	EA	1	$ 10,000.00	$ 10,000.00	$ 6,800.00	$ 6,800.00	$ 6,500.00	$ 6,500.00	$ 4,500.00	$ 4,500.00
35	SERVICE RECONNECTIONS	EA	314	$ 613.42	$ 192,613.88	$ 1,100.00	$ 345,400.00	$ 1,000.00	$ 314,000.00	$ 650.00	$ 204,100.00
36	INSTALL SECTION LINER - INTERNAL - 10 INCH	LF	29	$ 1,229.56	$ 35,657.24	$ 250.00	$ 7,250.00	$ 975.00	$ 28,275.00	$ 650.00	$ 18,850.00
37	INSTALL SECTION LINER - INTERNAL - 15 INCH	LF	70	$ 357.14	$ 24,999.80	$ 290.00	$ 20,300.00	$ 1,250.00	$ 87,500.00	$ 800.00	$ 56,000.00
38	INSTALL ACCESS CHAMBER (<5 FEET DEEP)	EA	6	$ 7,590.00	$ 45,540.00	$ 4,800.00	$ 28,800.00	$ 5,000.00	$ 30,000.00	$ 4,200.00	$ 25,200.00
39	INSTALL MANHOLE (≤6 FEET DEEP) - PAVED	EA	5	$ 7,532.86	$ 37,664.30	$ 8,500.00	$ 42,500.00	$ 5,000.00	$ 25,000.00	$ 7,500.00	$ 37,500.00
40	INSTALL MANHOLE (≤6 FEET DEEP) - UNPAVED	EA	1	$ 7,568.57	$ 7,568.57	$ 8,000.00	$ 8,000.00	$ 5,000.00	$ 5,000.00	$ 6,500.00	$ 6,500.00
41	INSTALL MANHOLE (>6 FEET DEEP) - ADDITIONAL VERTICAL DEPTH	VF	6	$ 428.57	$ 2,571.42	$ 350.00	$ 2,100.00	$ 300.00	$ 1,800.00	$ 400.00	$ 2,400.00
42	INSPECTION/POST-CLOSED CIRCUIT TELEVISION VIDEO (CCTV)	LF	176526	$ 4.17	$ 736,113.42	$ 5.00	$ 882,630.00	$ 5.00	$ 882,630.00	$ 4.25	$ 750,235.50
43	TEMPORARY PLUGS AND BYPASS PUMPING	LS	1	$ 100,000.00	$ 100,000.00	$ 35,000.00	$ 35,000.00	$ 100,000.00	$ 100,000.00	$ 65,000.00	$ 65,000.00
44	TRENCH EXCAVATION PROTECTION (≥5' DEPTH)	LF	11529	$ 1.00	$ 11,529.00	$ 5.00	$ 57,645.00	$ 2.75	$ 31,704.75	$ 5.00	$ 57,645.00
45	CONTINGENCY	LS	1	$ 982,000.00	$ 982,000.00	$ 982,000.00	$ 982,000.00	$ 982,000.00	$ 982,000.00	$ 982,000.00	$ 982,000.00
		TOTAL AMOUNT			**$ 7,022,462.14**		**$ 7,804,314.00**		**$ 8,122,189.65**		**$ 8,470,135.50**

I certify that the unit prices entered into this spreadsheet match the written unit prices or are an exact duplicate of the unit prices submitted and certified by the applicable contractor.

5-29-24



CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number: M-4

Date: June 12, 2024

Subject: Request that the City Council consider authorizing the City Manager to execute a contract with Lopez Utility Construction, LLC in the amount of $1,731,333.00 for the Consent Decree Group 6 Specialty Package, Bid 24-020.

Page: Page 1 of

Item Reference: Bid 24-020, Consent Decree, Civil Action No. 6:17-cv-29 effective April 10, 2017

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

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

This project includes addressing sewer gravity main asset locations using pipe bursting, chemical injection, all tasks on coating manholes/chimneys, bench/invert reconstruction, non-coating tasks on manholes, some tasks on cleanouts/ends of mains, and reconnecting existing services. This includes all incidental items associated with these tasks such as bypass pumping, traffic control, pavement/sidewalk repair, and restoration work.

Bids were opened and read aloud on Tuesday, May 28, 2024. and a total of two (2) bids were received. The low bidder, Lopez Utility Construction, LLC, is the recommended contractor.

Attached for review is the Letter of Recommendation and Bid Tabulation.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to execute a contract with Lopez Utility Construction, LLC in the amount of $1,731,333.00 for the Consent Decree Group 6 Specialty Package, Bid 24-020.

ATTACHMENTS:

Group 6 SS Specialty Package - 24-020 Bid Tab

Drafted/Recommended By:
Department Leader

Tiffany Currie, P.E. Project Engineer / Kate Dietz, P.E. Director of Utilities

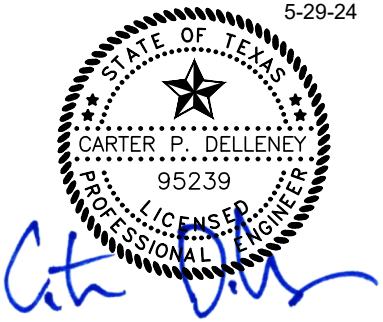
Edited/Submitted By:
City Manager

Group 6 SS Specialty Package - 24-020 Bid Tab

				Lopez Utilities Contractor, LLC		King Solution Services, LLC	
BID ITEM	**DESCRIPTION**	**UNITS**	**QUANTITY**	**UNIT PRICE**	**TOTAL PRICE**	**UNIT PRICE**	**TOTAL PRICE**
1	MOBILIZATION	LS	1	$ 80,000.00	$ 80,000.00	$ 115,000.00	$ 115,000.00
2	TRAFFIC CONTROL	LS	1	$ 20,000.00	$ 20,000.00	$ 18,500.00	$ 18,500.00
3	CLEARING AND GRUBBING	AC	1	$ 4,500.00	$ 4,500.00	$ 8,500.00	$ 8,500.00
4	ASPHALT CEMENT STREET REPAIR	SY	453	$ 130.00	$ 58,890.00	$ 96.00	$ 43,488.00
5	CONCRETE CEMENT STREET REPAIR	SY	159	$ 150.00	$ 23,850.00	$ 125.00	$ 19,875.00
6	BRICK STREET REPAIR	SY	50	$ 200.00	$ 10,000.00	$ 150.00	$ 7,500.00
7	UNPAVED GROUND REPAIR	SY	210	$ 80.00	$ 16,800.00	$ 45.00	$ 9,450.00
8	PIPE BURST TO 8 INCH	LF	20206	$ 37.00	$ 747,622.00	$ 45.00	$ 909,270.00
9	PIPE BURST TO 10 INCH	LF	231	$ 60.00	$ 13,860.00	$ 70.00	$ 16,170.00
10	SERVICE RECONNECTION	EA	167	$ 600.00	$ 100,200.00	$ 1,140.00	$ 190,380.00
11	REMOVE STEPS AND REPAIR AS NEEDED (PER MANHOLE)	EA	3	$ 850.00	$ 2,550.00	$ 985.00	$ 2,955.00
12	CHEMICAL INJECTION GROUTING (STOP INFLOW/INFILTRATION)	GAL	500	$ 25.00	$ 12,500.00	$ 25.00	$ 12,500.00
13	RECONSTRUCT MANHOLE BENCH & INVERT	EA	7	$ 1,500.00	$ 10,500.00	$ 650.00	$ 4,550.00
14	REPAIR AND SEAL/COAT CHIMNEY (AVERAGE CHIMNEY HEIGHT 18")	EA	1	$ 1,200.00	$ 1,200.00	$ 1,650.00	$ 1,650.00
15	CLEAN MANHOLE, REMOVE ANY ROOTS, REPAIR WALL AND BENCH AS NEEDED AND COAT (GEOPOLYMER), WALL CONDITION 2	SF	2909	$ 65.00	$ 189,085.00	$ 38.00	$ 110,542.00
16	LOCATE AND RAISE MANHOLE TO GRADE - UNPAVED	EA	2	$ 650.00	$ 1,300.00	$ 1,100.00	$ 2,200.00
17	LOCATE AND RAISE MANHOLE TO GRADE - PAVED	EA	1	$ 1,200.00	$ 1,200.00	$ 1,680.00	$ 1,680.00
18	INSTALL HDPE INFLOW PROTECTOR INSERT	EA	7	$ 220.00	$ 1,540.00	$ 250.00	$ 1,750.00
19	REALIGN AND SEAL MANHOLE RING & COVER - UNPAVED	EA	9	$ 1,500.00	$ 13,500.00	$ 850.00	$ 7,650.00
20	REPLACE MANHOLE RING & COVER	EA	4	$ 1,500.00	$ 6,000.00	$ 1,400.00	$ 5,600.00
21	REPLACE CLEANOUT CASTING AND COVER - PAVED	EA	2	$ 2,000.00	$ 4,000.00	$ 980.00	$ 1,960.00
22	INSTALL/REPLACE MISSING/DEFECTIVE CLEANOUT CAP OR T-CONE STOPPER	EA	2	$ 500.00	$ 1,000.00	$ 450.00	$ 900.00
23	SEAL MANHOLE PIPE CONNECTION	EA	2	$ 450.00	$ 900.00	$ 560.00	$ 1,120.00
24	INSPECTION/POST-CLOSED CIRCUIT TELEVISION VIDEO (CCTV)	LF	21459	$ 4.00	$ 85,836.00	$ 5.00	$ 107,295.00
25	TEMPORARY PLUGS AND BYPASS PUMPING	LS	1	$ 20,000.00	$ 20,000.00	$ 5,500.00	$ 5,500.00
26	TRENCH EXCAVATION PROTECTION (≥5' DEPTH)	LF	100	$ 15.00	$ 1,500.00	$ 5.00	$ 500.00
27	CONTINGENCY	LS	1	$ 303,000.00	$ 303,000.00	$ 303,000.00	$ 303,000.00
		TOTAL AMOUNT			**$ 1,731,333.00**		**$ 1,909,485.00**

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

5-29-24



CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number: C-A-1

Date: June 12, 2024

Subject: Request that the City Council consider adopting a Resolution authorizing the application for and acceptance of Federal Transit Administration (FTA) Grant Funds under the Section 5307 Fiscal Year 2022 in the amount of $2,479,924 to assist with the Transit Department's operating cost. This Resolution also accepts any grant amendments and funds to increase the grant funding levels and reduce the local match requirements.

Page: Page 1 of

Item Reference:

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

The terms for the FTA 5307 grant number (TX-2022-000-00 FY22 Section 5307) are for partial reimbursement of the operating and planning cost for both fixed route and Americans with Disabilities Act (ADA) paratransit services.

Anticipated grant funding is as follows:

Expenses Eligible for 80% Reimbursement (Preventive Maintenance) - $483,940
Operating Expenses Eligible for 50% Reimbursement - $1,350,000
ADA Expense Eligible for 80% Reimbursement - $495,984
Planning and Research Expenses Eligible for 80% Reimbursement - $150,000
Note: FTA only allows 20% of the total grant to be applied toward ADA expenses.

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

RECOMMENDATION:

It is recommended that the City Council consider adopting a Resolution authorizing the application for and acceptance of Federal Transit Administration (FTA) Grant Funds under the Section 5307 Fiscal Year

2022 in the amount of $2,479,924 to assist with the Transit Department's operating cost. This resolution also accepts any grant amendments and funds to increase the grant funding levels and reduce the local match requirements.

ATTACHMENTS:
05.23.24_RESOLUTION FY22 5307 Grant_LEGALEDITS_05.23.24_ab

Drafted/Recommended By:
Department Leader

Russ Jackson/Transit Manager

Edited/Submitted By:
City Manager

RESOLUTION NO. R-2024-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, AUTHORIZING THE APPLICATION FOR FEDERAL TRANSIT ADMINISTRATION GRANT FUNDS FOR PUBLIC TRANSPORTATION SERVICE FOR TYLER TRANSIT; AUTHORIZING ACCEPTANCE OF FEDERAL TRANSIT ADMINISTRATION GRANT TX-2022-000-00 MAIN GRANT TOTALING $2,479,924 ALONG WITH ANY GRANT AMENDMENTS TO INCREASE THE GRANT FUNDING LEVELS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 1, 2022, the City of Tyler was notified by the Federal Transit Administration (FTA) to make an application requesting $2,479,924 for public transportation assistance for Tyler Transit; and

WHEREAS, the Federal Transit Administration has stated that a Grant offer totaling $2,479,924 should be made; and

WHEREAS, the City Council must authorize submission of the application for FTA funds, as well as acceptance of FTA Grant TX-2022-000-00 Main Grant and any grant amendments to increase the grant funding levels along with; and

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

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

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

PART 1: That the Application for Federal Assistance for Project No. TX-2022-000-00 Main Grant requesting $2,479,924 for public transportation assistance for Tyler Transit and including all understandings and assurances contained therein, is hereby authorized and approved.

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

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

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

PART 5: That the City Manager is hereby authorized and directed to accept the grant for Project No. TX-2022-000-00 Main Grant and any grant amendments to increase the funding levels.

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

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

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

PASSED AND APPROVED on this the 12th day of June, 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-2

Date: June 12, 2024

Subject: Request that the City Council consider authorizing the City Manager to approve Amendment #4 to Via Mobility, LLC, RFP 21-008, to add additional Microtransit Zone creation in the amount of $5,000 for each request in the future, and to exercise the contracts additional one (1) year extension of the existing contract.

Page: Page 1 of

Item Reference: C-A-2 March 24, 2021 RFP 21-008

Tyler Transit issued RFP 21-008 for Transportation Scheduling Software on January 26, 2021. On March 24, 2021, Council approved Via Mobility, LLC as the best overall response to that RFP. The total cost for the first three years was approved in the amount of $127,700. The additional $9,600 for the remaining months of the contract will bring the total for the service agreement to $137,300. The current agreement will run until June 2024.

Adding more Microtransit Zones in the future will allow for more flexibility for more improvements to Transit operations. This will allow for better efficiencies with operations as a whole, with our Fixed Route customers, with our Paratransit customers, and with Via.

Funding will be from the 5307, 5310, or 5339 Grant with TDC's to help with Local Match.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to approve Amendment #4 to Via Mobility, LLC, RFP 21-008, to add additional Microtransit Zone creation in the amount of $5,000 for each request in the future, and to exercise the contracts additional one (1) year extension of the existing contract.

ATTACHMENTS:

VIA Signed Service Agreement
05.23.24_Tyler Transit Amendment #4 (Renewal)_edits_ab

Drafted/Recommended By:
Department Leader

Russ Jackson/Transit Manager

Edited/Submitted By:
City Manager

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Tyler Transit DEPLOYMENT SERVICE ORDER

By this service order (the "**Order**"), Via Mobility LLC, a Delaware company with its principal office located at 160 Varick Street, Floor 4, New York, New York 10013 ("**Via**"), and the customer identified below ("**Customer**") agree to collaborate towards the operation by Customer of an on-demand transit deployment (the "**Deployment**") in Tyler, Texas.

Customer Name: City of Tyler Customer Entity Type / State of Incorporation:	Customer Notice Address: 210 E Oakwood Tyler, TX 75702 Customer Email: jtorres@tylertexas.com

Term: The duration of the Deployment shall last until the last day of the calendar month during which a period of 36 months following launch expires, subject to extension by mutual agreement of the parties on terms to be agreed (including any increase in monthly fees for additional months).

Services: Customer will receive access to the standard Via Solution and automatic software updates, comprised of:

(a) Fully localized proprietary routing and matching algorithms that analyze all trip requests, assign riders dynamically to the best-suited vehicle, and group passengers headed in the same direction into efficient shared rides powered by Via's patented technology;

(b) Downloadable iOS and Android rider apps that allow customers to book rides, track vehicles in real time, pay for trips, and troubleshoot any issues;

(c) Downloadable driver app that provides efficient turn-by-turn directions; the app allows drivers to start and end driving time, schedule breaks, and contact live support; and

(d) Access to the Via Operations Console (VOC), which allows administrators to perform a variety of functions, including checking trip details, adjusting account information, and providing customer support

(e) Data reporting as set forth in Appendix 1, to include data shared via Tableau, email, and raw data formats.

Support Services – Installation. Via provides installation support for up to four weeks after the Deployment begins serving Riders ("Launch"), consisting of:

(a) Localization for the agreed-upon zone, including optimizing the algorithm, configuring back-end, and defining acceptable pick-up and drop off points;

(b) Testing and quality assurance;

(c) Help Customer to build a launch plan and rider acquisition strategy; and

(d) Instruction for drivers, dispatchers, and managers on Via's best practices; remote launch support

Support Services – Ongoing. The following services are included in the fees up to the number of hours per month identified below:

(a) Operational support and system adjustments: Includes algorithm adjustments and changes to virtual bus stops / pickup points at request of Customer: *up to 10 hours per month*

(b) Expert consulting: *up to 5 hours per month*

- **Marketing and growth:** help setting up complex promotions, review and assistance for third party tools that can integrate into Via's tech
- **Operations:** Including supply optimization analysis, payment & fraud investigation, and business case/unit economics analysis
- **Service expansion:** Including feasibility analysis for service expansions or additional projects

(c) Tech Support: Dedicated customer success Via point of contact will use commercially reasonable efforts to respond within one business day for non-critical issues (upon receipt of a detailed description of the issue as requested by Via) and to ensure that assistance is provided within a reasonable time frame. Via will also provide Customer with an appropriate channel for alerting Via to system outages or other critical issues, with respect to which Via will provide emergency assistance.

Via will notify Customer if Customer is within 1 hour of exceeding capped hourly limit on Operational Support and System Adjustments and/or Consulting Services. If requested, hours beyond those set forth above will be charged on an hourly rate, ranging from $165-$225.

Additional Services (detailed in Appendix 2)

☒Web-Based Booking Portal ☐White List Point Consulting ☐Flexible Booking ☐Corporate Account Management dashboards ☒Fixed Route Referral ☐Multi-modal Integration ☐Cross-Agency Integration ☐ Third-party trip planner integration ☐Payment Provider Integration ☐Customer Support ☒Integrated Mobility Services ☐ Consulting

Customer Responsibilities.

(a) **General.** Customer will operate and manage the Deployment as set forth in the Terms, Customer shall cooperate with Via as necessary for the purpose of setting up the Deployment and its specifications, including by providing prompt feedback to Via's inquiries and providing local insights, in order to meet mutually agreed upon deadlines.

(b) **Launch.** Within one week of signing this Order, the Parties will mutually agree on the exact geographic zone and a targeted launch date ("Launch"). In the event that the Launch date is moved at Customer's request or delayed due to Customer's inaction, Customer will be charged 1-10 vehicles: $400 / month, 11-20 vehicles: $350 / month, 21+ vehicles: $300 / month per month to accommodate hosting and other direct IT costs.

(c) **Zone:** Customer and Via will agree [at least one month prior to launch] on the Deployment service zone. Any changes or expansions to the zone may result in additional fees.

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(d) **Support Requests.** At the start of the project, Via will direct Customer towards the relevant CRM tools to log requests. In order to trigger a Product Maintenance request, requests for product maintenance must contain detailed information about the nature of the request. Requests for additional features may be subject to additional fees.

(e) **Payment Processing.** The fees set forth above do not include any owed to the third party payment processor. Via will facilitate an introduction to its recommended payment processor and Customer is responsible for entering an agreement with such payment processor in order to be able to process credit card payments.

Fees.

Customer shall pay Via the following Fees:

Fee Category	Amount	Invoicing Terms
Installation Fee	$12,500	
• First installment	50% ($6250)	Payable upon signing of this Order
• Second installment	50% ($6250)	Payable upon launch of the Deployment
Monthly Fees	$115,200 (minimum for 36 months)	
• Per-Vehicle Fees	$400 per vehicle per calendar month, with a minimum of $3200 per month (i.e., 8-vehicle minimum)	Invoiced monthly by Via

For the avoidance of doubt, (i) each passenger completing a ride booked through the Via Solution will be counted toward the per-ride fees above, (ii) the number of vehicles per month for purposes of the above fees shall be the maximum number of distinct vehicles input by Customer that use the Via Solution on any given day over the course of the applicable calendar month and (iii) in the event the duration of the Deployment does not exactly match calendar months, monthly fees will be pro-rated for the first and/or last calendar months of the Deployment, as applicable, so that Customer will only be charged for the portion of such months during which the Via Solution was available to be used for the Deployment.

Customer shall reimburse all travel expenses of Via personnel for purposes of the Deployment. Installation-related services described above will initially be performed remotely, and if Via deems it necessary, in person by Via personnel for a limited period around launch. Thereafter, services will continue to be performed remotely as applicable, provided that Via personnel can be sent to Customer's location for additional trips upon reasonable request.

Branding. The Deployment will be branded as Tyler Transit powered by Via. The "powered by Via" banner must be used only in the exact format provided by Via, and will be prominent on all assets promoting the Deployment, including (but not limited to) printed collateral, digital materials, websites, and any vehicle wraps. The "powered by Via" banner will have equal prominence on all marketing materials to any additional partner logos or trademarks. Via may provide pre-approved brand assets and guidelines that must be complied with in all marketing communications distributed by the Customer.

This order shall be governed by the terms and conditions set forth at https://ridewithvia.com/platform-terms-of-service/ (the "Terms"). Terms used herein and not otherwise defined shall have the meaning set forth in the Terms. By signing below, the parties agree to the Terms.

VIA MOBILITY, LLC

Erin Abrams
E89EBB5082754FA...
Authorized Signature

Erin Abrams
Name

Manager
Title

4/5/2021
Date

CUSTOMER Tyler Transit

Authorized Signature

Lecoy Sparrow
Name

Director
Title

3/31/21
Date

Reviewed by: A. Buckner, Legal Department

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Appendix 1 to Service Order

Data Sharing

Authorized Users - Contract

The below exhibit sets forth the members of the Customer's "Core Team" who are designated authorized users of the Via Solution and Deployment data. Any usage beyond the members of the Core Team would be in violation of the confidentiality provisions in the Terms. Alternatively, user credentials can be issued by Via after execution, provided that the names, email and any other necessary information are provided

Exhibit 1.

Core Team PLEASE SEE ATTACHED	
Title	Name
[Customer to fill out]	[Customer to fill out]

Authorized Operators

Customer may not provide access to the Via Solution to any third party except with Via's prior written consent. In the event that Customer wishes to engage a third-party operator ("Operator") to operate the Deployment, Customer shall provide to Via a copy of an Operator Acknowledgement Form in the form required by Via, duly executed by such Operator, as a prerequisite for Via's allowing the Operator access to the Via Solution. For the avoidance of doubt, no Operator will be allowed access to the Via Solution without having signed the aforementioned Operator Acknowledgement Form.

Data Sharing Plan - Appendix

As part of the Deployment, Via will make below data available to members of the Customer's Core Team, for the purpose of research and program evaluation. The data to be shared will be uploaded to a Tableau server and protected by Via's VPN or accessible in the VOC, in addition to being sent over email. If applicable of the individuals listed as members of the Core Team will be provided their own VPN credentials and team credentials for access to Tableau. Access to the Tableau server will be available through the VPN only and might require appropriate software to connect. Underlying data may not be shared through any other method other than email, VOC or Tableau unless otherwise agreed between the parties. The data is considered trade secret by Via, and is subject to the confidentiality and other protective provisions set forth in the Terms.

To protect Via's intellectual property and the privacy of riders, Via will provide the following data tables and dashboards in the form of aggregated Tableau reports that will be provided for Customer's access. These reports will be refreshed daily. The reports are aggregated, deidentified and do not include any personal information of Riders.

STANDARD REPORTING SET	
Data Point	**Level of Detail**
rider ID	per request
ride ID	per request
request date + time	per request and truncated to minute
request origin lat/long	per request and truncated to 3rd decimal
request destination lat/long	per request and truncated to 3rd decimal
pickup date + time	per request and truncated to minute
dropoff date + time	per request and truncated to minute
wheelchair accessible vehicle (WAV)	per request
number of riders per request	per request
ride distance (miles)	per request
ride duration (minutes)	per request
ride rating	per request
fare paid	per request

Title:	Name:	Administrator/User	Email
General Manager	James Torres	Administrator/User	jtorres@tylertexas.com
Title:			
Scheduler/Dispatcher	Melissa Medina	Administrator	mmedina@tylertexas.com
Title:			
Transit Develeopment Specialist	Jake Hooter	Administrator	jhooter@tylertexas.com
Title:			
Director	Leroy Sparrow	Administrator	lsparrow@tylertexas.com
Title:			
AM Supervisor	Pat Thompson	User	pthompson@tylertexas.com
Title:			
PM Supervisor	Tammy Grant	User	tgrant@tylertexas.com
Title:			
Senior Driver	Mike Evans	User	mevans@tylertexas.com
Title:			
Senior Driver	Jonahthan York	User	jyork@tylertexas.com
Title:			
Senior Driver	Stacy Akin	User	sakin@tylertexas.com

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ride status (completed, no-showed, cancelled, not accepted, seat unavailable, out of zone, or out of hours)	per request
completed rides	hourly, daily, weekly, monthly and avg. per hour (absolute # and % of all requests)
no-showed rides	hourly, daily, weekly, monthly and avg. per hour (absolute # and % of all requests)
cancelled rides	hourly, daily, weekly, monthly and avg. per hour (absolute # and % of all requests)
non-accepted rides	hourly, daily, weekly, monthly and avg. per hour (absolute # and % of all requests)
non-accepted rides with ETA<5min	daily, weekly, monthly and avg. per hour (absolute # and % of all requests)
non-accepted rides with ETA between 5 and 10min	daily, weekly, monthly and avg. per hour (absolute # and % of all requests)
non-accepted rides with ETA>10min	daily, weekly, monthly and avg. per hour (absolute # and % of all requests)
seat unavailable requests	hourly, daily, weekly, monthly and avg. per hour (absolute # and % of all requests)
out of zone requests	hourly, daily, weekly, monthly and avg. per hour (absolute # and % of all requests)
out of hours requests	hourly, daily, weekly, monthly and avg. per hour (absolute # and % of all requests)
sessionized requests	daily, weekly, monthly and avg. per hour
utilization	hourly, daily, weekly and monthly
ETA (waiting time) (minutes)	per request, daily, weekly, monthly and avg. per hour
ETA error (lateness) (minutes)	daily, weekly and monthly
avg. walking distance to pickup (meters)	daily, weekly and monthly
supply hours	daily, weekly, monthly and avg. per hour
unique riders	daily, weekly and monthly
new unique riders (for the period selected)	daily, weekly and monthly
rider signups	daily, weekly, monthly and aggregated by date range selected
riders with no requests made	daily, weekly, monthly and aggregated by date range selected (absolute # and % of all rider signups)
riders with no ride taken	daily, weekly, monthly and aggregated by date range selected (absolute # and % of all rider signups)
riders with 1 and 2 rides taken	daily, weekly, monthly and aggregated by date range selected (absolute # and % of all rider signups)
riders with 3 to 5 rides taken	daily, weekly, monthly and aggregated by date range selected (absolute # and % of all rider signups)
riders with 6 to 10 rides taken	daily, weekly, monthly and aggregated by date range selected (absolute # and % of all rider signups)
riders with 10+ rides taken	daily, weekly, monthly and aggregated by date range selected (absolute # and % of all rider signups)
riders with at least one ride taken	daily, weekly, monthly and aggregated by date range selected (absolute # and % of all rider signups)

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Appendix 2: Optional Add-On Features

The below includes a non-exhaustive list of possible added features, which, if selected may be described in more detail in an SOW hereunder.

Feature	Description
Web-Based Booking Portal	Portal accessible through the web that allows dispatchers to book rides on behalf of riders without a smart phone (or without the application).
White List Point Consulting	In the standard offerings, users can configure 'white list points', or acceptable pick-up locations. Via can perform this configuration, including ongoing updates, on behalf of Customer for an additional fee.
Flexible Booking	Allow riders to pre-book rides rather than only on-demand. The system can also accommodate pre-booking and on-demand in a single service (e.g., offering different booking options in different zones or during different time periods).
Corporate Account Management Dashboards	Access to powerful "Via for Business" functionality that allows companies to book rides or subsidize certain types of rides for, e.g., employees / students / residents / customers.
Fixed Route Referral*	System configurations that direct riders to used fixed route transportation (e.g. buses) where such transportation offers the most efficient mode for a requested ride, which helps preserves on-demand system capacity.
Multimodal Integrations*	Options for expanded integration with fixed route transportation. Can include: (1) displaying timetables, route maps, and real-time location of fixed-route within the app; (2) allowing riders to plan and book multi-leg journeys, with an on-demand proposal generated to match arrival time of fixed-route leg; (3) allow riders to confirm seat and pay for the complete journey within app; and / or (4) allow riders to reserve seats in fixed-route services on standalone basis (e.g. for social distancing / capacity management).
Cross Agency Integration*	Multimodal integrations that incorporate services from neighboring jurisdictions and regional / national carriers to deliver regional multimodal trip planning and booking experience.
Third Party Trip Planner Integration	Integration via API with third party trip planners
Payment Provider Integration	Integration with third party payment providers of Customer's request (e.g. accepting fare payment used for public transit)
Integrated Mobility Services (IMS)	Integrate multiple demand response modes under a single platform (e.g., microtransit, paratransit, NEMT)
Customer Support	Provide live agent support for issues riders may be having using the service, ranging from technical support to full-scale customer service support
Consulting	On-demand and multimodal service planning, network optimization, equity analysis, and other mobility consulting and planning services.

* Data feeds must be provided in acceptable formats, including GTFS offline or GTFS RT, SIRI SM for realtime data. Via can provide assistance formatting the data appropriately if needed

Amendment #4
to the
Tyler Transit Deployment Service Order

Via Mobility, LLC ("**Via**") and Tyler Transit ("**Customer**" and, together with Via, the "**Parties**") have entered into that certain agreement titled Tyler Transit Deployment Service Order, dated April 5, 2021, and Amendment #1, dated November 14, 2023, and Amendment #2, dated December 18, 2023, and Amendment #3, dated April 13, 2024 (together the "**Agreement**"). Upon execution of this Amendment #4 ("**Amendment #4")**, the Parties agree to the following:

1. **Renewal.** The Parties hereby agree to extend the Term of the Agreement by a further period of 12 months, starting on the Effective Date and ending on June 15, 2025 (inclusive); and such additional term shall be the "Additional Term" for the purposes of the Agreement.

2. **Amendment.** The table in the Fees section of the Agreement is hereby deleted in its entirety and replaced with the following:

Fee Category	Amount	Invoicing Terms
Per Vehicle Fees	Microtransit Monthly Fee per Vehicle – Vehicle 1: $460 Paratransit Monthly Fee per Vehicle – Vehicles 2-11: $460 Monthly Fee per Vehicle – Vehicles 12+: $400 ***Monthly minimum of $5,060 (i.e., 11-vehicle minimum)***	Invoiced monthly by Via
In-Person Training	$7,500 (one-time fee)	See below
Total for 12 months	$68,220 (minimum excluding additional vehicles or Fees for any Additional Services or the Swiftly Solution)	

Customer agrees to pay a minimum monthly vehicle fee of $5,060 (based on a minimum of 11 vehicles). Customer shall not be invoiced for in-person training until Customer and Via agree upon the terms and the date of the training.

During the contract term, if Customer elects to add a new microtransit zone, Customer will notify Via in writing (email sufficient), and Customer and Via will collaborate to establish a mutually agreed scope for the new zone. Customer agrees to pay a one-time zone addition fee of $5,000 for each launched new zone, and Via will submit an invoice to Customer when the new zone is live and in service; provided that, if multiple new zones launch simultaneously, Customer would only be invoiced a single $5,000 zone addition fee for the launch.

3. **Conflicts, Use of Terms, Governing Law.** Capitalized terms used but not defined herein have the meanings outlined in the Agreement. Except as expressly provided herein, the terms and conditions of the Agreement remain unchanged. This Amendment #4 will be governed by the same law as the Agreement and is effective as of June 15, 2024 ("Effective Date").

[*Signature page follows*]

VIA MOBILITY, LLC	**TYLER TRANSIT**
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

[*Signature page to Amendment #4 to the Tyler Transit Deployment Service Order*]

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number: C-A-3

Date: June 12, 2024

Subject: Request that the City Council consider authorizing the City Manager to execute an Agreement for Access across City-owned property located near 18030 County Road 2332 to Steven T. Chaney.

Page: Page 1 of

Item Reference: City of Tyler Code of Ordinances Chapter 19-147.

Steven T. Chaney has purchased the property at 18030 County Road 2332. Mr. Chaney is requesting a 30-ft wide access easement on the northeast side of the property.

The staff at Tyler Water Utilities has reviewed the request for an access agreement and recommends approval. The fee of $250.00 has been paid in accordance with the City of Tyler Code of Ordinances. A copy of the Agreement for Access is attached for review.

RECOMMENDATION:

Request that the City Council consider authorizing the City Manager to execute an Agreement for Access across City-owned property located near 18030 County Road 2332 to Steven T. Chaney.

ATTACHMENTS:

2024-06-XX ACCESS AGREEMENT - CHANEY

Drafted/Recommended By:
Department Leader

Kate Dietz, P.E. / Director of Utilities

Edited/Submitted By:
City Manager

NON-TRANSFERABLE
AGREEMENT FOR ACCESS

THIS CONTRACT AND AGREEMENT entered into the date last herein written by and between the City of Tyler, Texas, hereinafter called CITY, and STEVEN T. CHANEY, hereinafter called PERMITTEE:

WITNESSETH

PERMITTEE is hereby granted, subject to the conditions hereinafter set out and agreed upon by PERMITTEE, a right in ingress and egress over and across a part of the following described land owned by CITY for access to property owned by PERMITTEE from the public road or Lake Tyler Road hereinafter named or described:

See Attached Field Notes

1. The rights may not be transferred or assigned, in whole or in part, without the CITY'S prior written consent. Any exercise of such right by any person, firm or corporation other than PERMITTEE without the written consent of CITY shall be grounds for the termination of all rights hereunder. It is expressly provided, however, that CITY'S failure to terminate this agreement is not and shall not be construed as a waiver of its right to do so, nor as CITY'S acquiescence in such additional or extended use.

2. The rights granted hereunder may be terminated by CITY upon thirty (30) days written notice to PERMITTEE when, in the sole and exclusive judgment of the Governing Body of CITY, such termination would be in the best interest of CITY. PERMITTEE expressly agrees that CITY shall not be liable for any damage or injury resulting from any termination limitation of this instrument or the rights hereunder. The notice required hereunder shall be conclusively deemed given to PERMITTEE when mailed to the address of PERMITTEE as shown in this instrument.

3. The location of all roads and means of access constructed hereunder shall be constructed, maintained and repaired in accordance with the above legal description and as shown on the attached plat by PERMITTEE and at PERMITTEE'S sole expense. CITY shall not be liable or responsible for any such cost.

4. CITY shall never be liable for any damage or injury resulting or allegedly resulting from the construction, operation, maintenance, repair or use of any road or accessway hereunder. PERMITTEE agrees to indemnify and hold harmless CITY from any and all claims for injury and/or damage resulting, directly or indirectly, from CITY'S execution of this instrument or the rights and privileges granted hereby.

5. PERMITTEE shall not, without prior written consent of CITY, remove or alter any improvements placed upon property owned by CITY.

6. By execution of this instrument, PERMITTEE expressly accepts and agrees to all its terms and agrees to be bound thereby.

EXECUTED this _____ day of _____, A. D., 20_____.

PERMITTEE:

_____
STEVEN T. CHANEY

CITY OF TYLER, TEXAS:

_____
EDWARD BROUSSARD,
CITY MANAGER

ATTEST:

_____
CASSANDRA BRAGER
CITY CLERK

STATE OF TEXAS §
§
COUNTY OF SMITH §

This instrument was acknowledged before me on the _____ day of _____, 20_____, by **STEVEN T. CHANEY**.

_____
Notary Public, in and for the State of Texas

EXHIBIT A

Legal Description
Variable Width Access & Sign Easement
Jacob Herrin Survey A-423
Smith County, Texas

ALL THAT CERTAIN lot, tract, or parcel of land situated within the Jacob Herrin Survey, Abstract 423, Smith County, Texas and being over, through and across the residue of a called 43.378 acre tract described in a deed to the City of Tyler recorded in Volume 598, Page 271 in the Deed Records of Cherokee County, Texas and being more completely described as follows:

BEGINNING at a 1/2" iron rod set for corner in the east line of a called 10.453 acre tract described in a deed to Sal Enterprises, LLC, recorded in Document Number 202301018443 in said Deed Records, from which a 5/8 inch iron rod found for the southeast corner of said 10.453 acre tract and the southwest corner of said 43.378 acre tract, bears South 01 deg. 58 min. 24 sec. East, a distance of 400.21 feet;

THENCE North 01 deg. 58 min. 24 sec. West along said east line, a distance of 30.00 feet to a 1/2 inch iron rod set for corner;

THENCE across said residue of 43.378 acre tract as follows:

North 87 deg. 31 min. 04 sec. East, a distance of 149.69 feet to a 1/2 inch iron rod set for corner,

North 38 deg. 22 min. 27 sec. East, a distance of 12.88 feet to a 1/2 inch iron rod set for corner, and

North 79 deg. 13 min. 53 sec. East, a distance of 12.14 feet to a Mag nail set for corner in the center of Dickson Road (County Road 2332),

THENCE South 10 deg. 46 min. 07 sec. East along said center of road, a distance of 50.00 feet to a Mag nail set for corner;

THENCE across said residue of 43.378 acre tract as follows:

South 79 deg. 13 min. 53 sec. West, a distance of 12.14 feet to a 1/2 inch iron rod set for corner,

North 51 deg. 37 min. 30 sec. West, a distance of 14.89 feet to a 1/2 inch iron rod set for corner,

South 87 deg. 31 min. 04 sec. West, a distance of 23.98 feet to a point for corner,

South 10 deg. 39 min. 49 sec. East, a distance of 13.03 feet to a point for corner,

South 79 deg. 20 min. 11 sec. West, a distance of 8.00 feet to a point for corner,

North 10 deg. 39 min. 49 sec. West, a distance of 14.18 feet to a point for corner, and

South 87 deg. 31 min. 04 sec. West, a distance of 122.27 feet to the **PLACE OF BEGINNING** containing 0.130 of an acre (5,667 square feet) of land.

See Exhibit with same date

5/10/24

Monty Nixon
Registered Professional Land Surveyor No. 5542

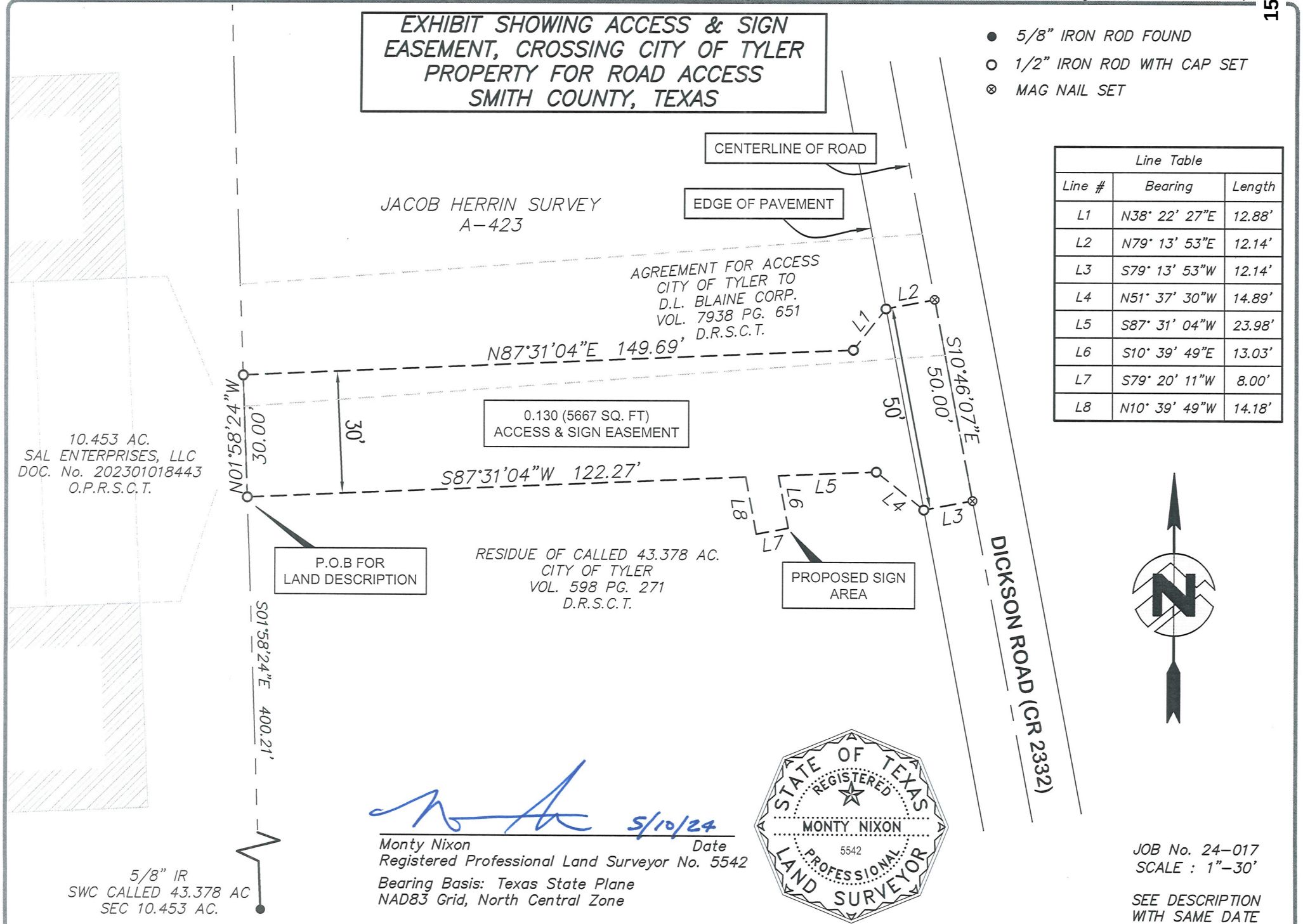


EXHIBIT B

© Copyright 2009, Summit Surveyin

EXHIBIT SHOWING ACCESS & SIGN EASEMENT, CROSSING CITY OF TYLER PROPERTY FOR ROAD ACCESS SMITH COUNTY, TEXAS

- ● 5/8" IRON ROD FOUND
- ○ 1/2" IRON ROD WITH CAP SET
- ⊗ MAG NAIL SET



Line Table		
Line #	Bearing	Length
L1	N38° 22' 27"E	12.88'
L2	N79° 13' 53"E	12.14'
L3	S79° 13' 53"W	12.14'
L4	N51° 37' 30"W	14.89'
L5	S87° 31' 04"W	23.98'
L6	S10° 39' 49"E	13.03'
L7	S79° 20' 11"W	8.00'
L8	N10° 39' 49"W	14.18'

5/10/24

Monty Nixon Date
Registered Professional Land Surveyor No. 5542

Bearing Basis: Texas State Plane
NAD83 Grid, North Central Zone

STATE OF TEXAS
REGISTERED
MONTY NIXON
5542
PROFESSIONAL
LAND SURVEYOR

JOB No. 24-017
SCALE : 1"=30'

SEE DESCRIPTION
WITH SAME DATE

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number: C-A-4

Date: June 12, 2024

Subject: Request that the City Council consider authorizing the City Manager to purchase additional Pro License Bundles (with Application Programming Interface) through AXON Enterprise, Inc. to facilitate secure digital evidence transfers to the Smith County District Attorney's Office, at a total cost of $99,367.50 over the next four (4) years.

Page: Page 1 of

Item Reference: item O-1 from September 14, 2022 agenda; item M-3 from September 28, 2022 agenda

On September 28th, 2022, the City Council authorized the City Manager to enter into a Statement of Work (SOW) agreement with AXON Enterprise, Inc. for the purchase of in-car videos systems, body-worn cameras, and other related equipment and services for public safety personnel. This five-year contract for Fiscal Years 2023 to 2027 is of an amount not to exceed $2,604,499.50. Following receipt of all equipment, the police department has paid several installment payments as part of the SOW for FY23 and FY24.

However, upon the replacement of old in-car video systems in mid-2023, the police department recognized the critical need for a secure software interface to share digital media with the Smith County District Attorney's office more efficiently. The DA's office currently requires all law enforcement agencies presenting criminal cases for prosecution to do so by using software called TechShare. All paperwork and digital media must be manually uploaded to the TechShare program for it to be logged, tracked, and eventually shared with defense attorneys as part of the legal "discovery" process. Manual uploads of digital media files are a slow, time-consuming process for detectives and civilian employees in the police department. TechShare has an Application Programming Interface (API) which provides seamless transfer of AXON digital media files, thereby eliminating the manual upload process. Tyler PD and Smith County DA's office have been successfully testing this efficient API feature for many months. Since Smith County is a TechShare client, the API is free for them to use. However, AXON charges API users for access to the video files and requires the purchase of annual Pro License bundles (see attached quote).

Recognizing the need to maintain the API without obligating Smith County to pay for it, the police department secured funding to cover the annual charge through a FY24 supplemental request. Future payments for annual Pro License bundles are expected to be made from the police department's IT software account (#06-28). The installment payments to be made each remaining year are noted by the total amounts below:

- June 2024 = $ 23,400.06
- June 2025 = $ 24,336.06
- June 2026 = $ 25,309.50
- June 2027 = $ 26,321.88

Per the AXON quote for Smith County DA's office, the total amount over the four (4) years is $99,367.50.

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to purchase additional Pro License Bundles (with Application Programming Interface) through AXON Enterprise, Inc. to facilitate secure digital evidence transfers to the Smith County District Attorney's Office, at a total cost of $99,367.50 over the next four (4) years.

ATTACHMENTS:

2024.05.23 API Contract for Smith County -- Billed to Tyler PD

Drafted/Recommended By:
Department Leader

Jimmy E. Toler / Chief of Police

Edited/Submitted By:
City Manager

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-577233-45435.576JC

Issued: 05/23/2024

Quote Expiration:

Estimated Contract Start Date: 06/01/2024

Account Number: 526751

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Smith County (TX) District Attorney's Office 100 N Broadway Ave Ste 400 Tyler, TX 75702-7201 USA	Tyler Police Dept. - TX 711 West Ferguson Tyler TX 75702-1144 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Madison O'Leary Phone: +1 3523183707 Email: moleary@axon.com Fax:	Melissa Wilgus Phone: 9035901717 Email: mwilgus@smith-county.com Fax:

Quote Summary

Program Length	48 Months
TOTAL COST	$99,367.50
ESTIMATED TOTAL W/ TAX	$99,367.50

Discount Summary

Average Savings Per Year	$658.13
TOTAL SAVINGS	$2,632.50

Payment Summary

Date	Subtotal	Tax	Total
Jun 2024	$23,400.06	$0.00	$23,400.06
Jun 2025	$24,336.06	$0.00	$24,336.06
Jun 2026	$25,309.50	$0.00	$25,309.50
Jun 2027	$26,321.88	$0.00	$26,321.88
Total	**$99,367.50**	**$0.00**	**$99,367.50**

Quote Unbundled Price:	**$102,000.00**
Quote List Price:	**$102,000.00**
Quote Subtotal:	**$99,367.50**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Software									
ProLicense	Pro License Bundle	50	48		$42.50	$41.40	$99,367.50	$0.00	$99,367.50
Total							**$99,367.50**	**$0.00**	**$99,367.50**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	150	06/01/2024	05/31/2028
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	50	06/01/2024	05/31/2028

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	100 N Broadway Ave Ste 400	Tyler	TX	75702-7201	USA

Payment Details

Jun 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	ProLicense	Pro License Bundle	50	$23,400.06	$0.00	$23,400.06
Total				**$23,400.06**	**$0.00**	**$23,400.06**

Jun 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	ProLicense	Pro License Bundle	50	$24,336.06	$0.00	$24,336.06
Total				**$24,336.06**	**$0.00**	**$24,336.06**

Jun 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	ProLicense	Pro License Bundle	50	$25,309.50	$0.00	$25,309.50
Total				**$25,309.50**	**$0.00**	**$25,309.50**

Jun 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	ProLicense	Pro License Bundle	50	$26,321.88	$0.00	$26,321.88
Total				**$26,321.88**	**$0.00**	**$26,321.88**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

5/23/2024



CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number: C-A-5

Date: June 12, 2024

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

Page: Page 1 of

Item Reference: Council Item M-6 12-14-22; LegalDesk #7608

In December of 2022, the City Council authorized the City Manager to sign an Engineering Services Agreement with KSA Engineers for the Consent Decree Capacity Work Group 2 Implementation including preliminary and final design and construction phase services for Capacity Work Group 2. This design includes the coordination of a railroad crossing.

This current agreement provides authorization for the City to place the proposed sanitary sewer line improvements within the UPRR right-of-way. The license fee associated with this agreement is $7,000.

RECOMMENDATION:

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

ATTACHMENTS:

0796531 City of Tyler - Tyler Ind Ld MP 18.18

Drafted/Recommended By:
Department Leader

Tiffany Currie, P.E./Kate Dietz, P.E.

Edited/Submitted By:
City Manager

May 10, 2024
Project: 0796531

CITY OF TYLER

Re: Proposed Underground 24 Inch Plastic Pipeline Encased In A 36 Inch Steel Casing For Transporting And Conveying Sanitary Sewer Pipeline Crossing of Railroad Property at Mile Post 18.18 on the Tyler Industrial Lead at or near Tyler, Smith County, Texas.

Attached is an original of the agreement covering your use of the Railroad Company's right of way. **Review and return the partially executed agreement via email.**

Payment, **with Project No. 0796531 referenced,** in the amount of **Seven Thousand Dollars ($7,000.00)** is due and payable to Union Pacific Railroad Company upon your execution of the agreement. If you require formal billing, you may consider this letter as a formal bill. In compliance with the Internal Revenue Service's new policy regarding their Form 1099, I certify that 946001323 is this Corporation's correct Federal Taxpayer Identification Number.

Send Electronic Payments to:
Name: Bank of America, Dallas, TX
Union Pacific Account = 3752021457
- ACH Routing Number = 1110-0001-2
- Wire Routing Number = 026009593

Mail Checks to:
Union Pacific Railroad Company
12567 Collection Center Drive
Chicago, IL 60693
- **CHECKS ONLY – NO AGREEMENTS**

UP does not currently offer a credit card option for these payments.

Railroad Protective Liability Insurance (RPLI) may be obtained from any insurance company which offers such coverage. Union Pacific has also worked with a national broker, Marsh USA, to make available RPLI to you or your contractor. You can find additional information, premium quotes, and application forms at (uprr.marsh.com).

If we have not received the executed document within six months from the date of this letter, this proposed offer of an agreement is withdrawn and becomes null and void.

After final approval and processing, the fully-executed agreement will be returned to you via email with instructions for coordinating your work. In no event should you begin work until you have received your counterpart of the fully-executed agreement.

If you have any questions, please contact me at cobenson@up.com.

Sincerely,

Craig O Benson
Sr Mgr Real Estate - Contracts

PIPELINE CROSSING AGREEMENT

Mile Post: 18.18, Tyler Industrial Lead
Location: Tyler, Smith County, Texas

THIS AGREEMENT ("Agreement") is made and entered into as of May 10, 2024, ("Effective Date") by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, ("Licensor") and **CITY OF TYLER**, a Texas Municipal Corporation to be addressed at 511 W Locust St, Tyler, Texas 75702 ("Licensee").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. LICENSOR GRANTS RIGHT.

A. In consideration of the license fee to be paid by Licensee set forth below and in further consideration of the covenants and agreements to be performed by Licensee, Licensor hereby grants to Licensee the right to construct and thereafter, during the term hereof, maintain and operate an underground 24 inch plastic pipeline encased in a 36 inch steel casing for transporting and conveying sanitary sewer only, including any appurtenances required for the operation of said pipeline (collectively, "Licensee's Facilities") across Licensor's real property, trackage, or other facilities located in Tyler, Smith County, State of Texas ("Railroad Property"). The specific specifications and limited purpose for Licensee's Facilities on, along, across and under Railroad Property are described in and shown on the Print and Specifications dated April 12, 2024, attached hereto as **Exhibit A** and made a part hereof.

B. Licensee represents and warrants that Licensee's Facilities will (i) only be used for an underground 24 inch plastic pipeline encased in a 36 inch steel casing for transporting and conveying sanitary sewer, and (ii) not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

C. Licensee acknowledges that if it or its contractor provides Licensor with digital imagery depicting Licensee's Facilities ("Digital Imagery"), Licensee authorizes Licensor to use the Digital Imagery in preparing **Exhibit A**. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Licensor to use the Digital Imagery in said manner.

Article 2. LICENSE FEE.

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of Seven Thousand Dollars **($7,000.00)**.

Article 3. TERM.

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as provided in the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

Article 4. LICENSEE'S COMPLIANCE WITH GENERAL TERMS.

Licensee represents and warrants that all work on Licensee's Facilities performed by Licensee or its contractors will strictly comply with all terms and conditions set forth herein, including the General Terms and Conditions, attached hereto as Exhibit B and made a part hereof.

Article 5. INSURANCE.

A. During the term of this Agreement, Licensee shall fully comply or cause its contractor(s) to fully comply with the insurance requirements described in **Exhibit C**, attached hereto and made a part hereof. Upon request only, Licensee shall send copies of all insurance documentation (e.g., certificates, endorsements, etc.) to Licensor at the address listed in the "NOTICES" Section of this Agreement.

B. If Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this Agreement, those statutes shall apply.

Article 6. DEFINITION OF LICENSEE.

For purposes of this Agreement, all references in this Agreement to Licensee will include Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority (collectively, a "Contractor"). If a Contractor is hired by Licensee to perform any work on Licensee's Facilities (including initial construction and subsequent relocation, maintenance, and/or repair work), then Licensee shall provide a copy of this Agreement to its Contractor(s) and require its Contractor(s) to comply with all terms and conditions of this Agreement, including the indemnification requirements set forth in the "INDEMNITY" Section of **Exhibit B**. Licensee shall require any Contractor to release, defend, and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend, and indemnify Licensor herein.

Article 7. ATTORNEYS' FEES, EXPENSES, AND COSTS.

If litigation or other court action or similar adjudicatory proceeding is undertaken by Licensee or Licensor to enforce its rights under this Agreement, all fees, costs, and expenses, including, without limitation, reasonable attorneys' fees and court costs, of the prevailing Party in such action, suit, or proceeding shall be reimbursed or paid by the Party against whose interest the judgment or decision is rendered. The provisions of this Article shall survive the termination of this Agreement.

Article 8. WAIVER OF BREACH.

The waiver by Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by Licensee shall in no way impair the right of Licensor to avail itself of any remedy for any subsequent breach thereof.

Article 9. ASSIGNMENT.

A. Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of Licensor, which must be requested in writing by Licensee. Any assignment or attempted transfer of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without Licensor's written consent, will be absolutely void and may result in Licensor's termination of this Agreement pursuant to the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B.**

B. Upon Licensor's written consent to any assignment, this Agreement will be binding upon and inure to the benefit of the parties thereto, successors, heirs, and assigns, executors, and administrators.

Article 10. SEVERABILITY.

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

Article 11. NOTICES.

Except Licensee's commencement of work notice(s) required under **Exhibit B**, all other notices required by this Agreement must be in writing, and (i) personally served upon the business address listed below ("Notice Address"), (ii) sent overnight via express delivery by a nationally recognized overnight delivery service such as Federal Express Corporation or United Parcel Service to the Notice Address, or (iii) by certified mail, return receipt requested to the Notice Address. Overnight express delivery notices will be deemed to be given upon receipt. Certified mail notices will be deemed to be given three (3) days after deposit with the United States Postal Service.

If to Licensor: Union Pacific Railroad Company
Attn: Analyst – Real Estate Utilities (Project No. 0796531)
1400 Douglas Street, MS 1690
Omaha, Nebraska 68179

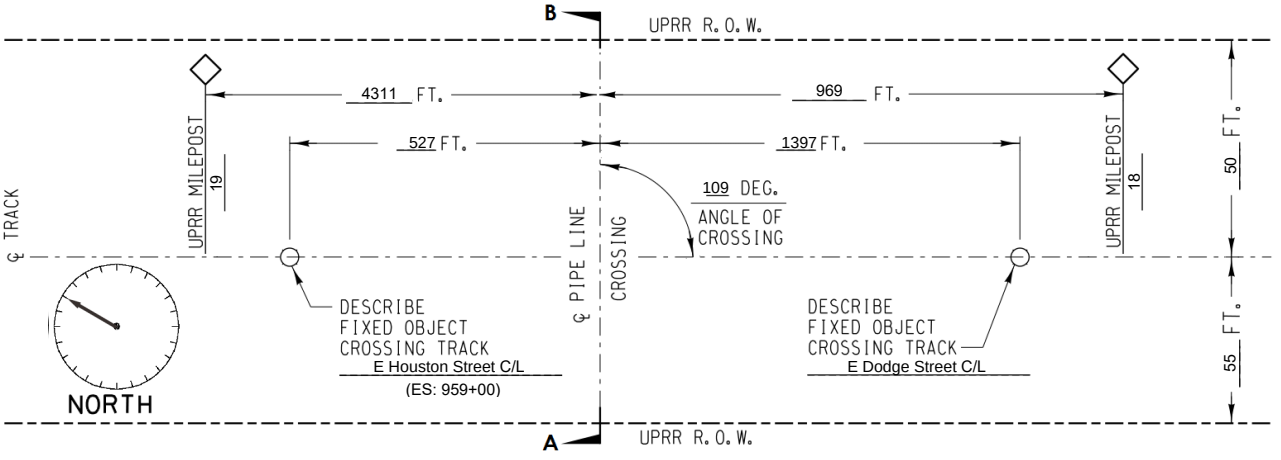
If to Licensee: CITY OF TYLER
511 W Locust St
Tyler, Texas 75702

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

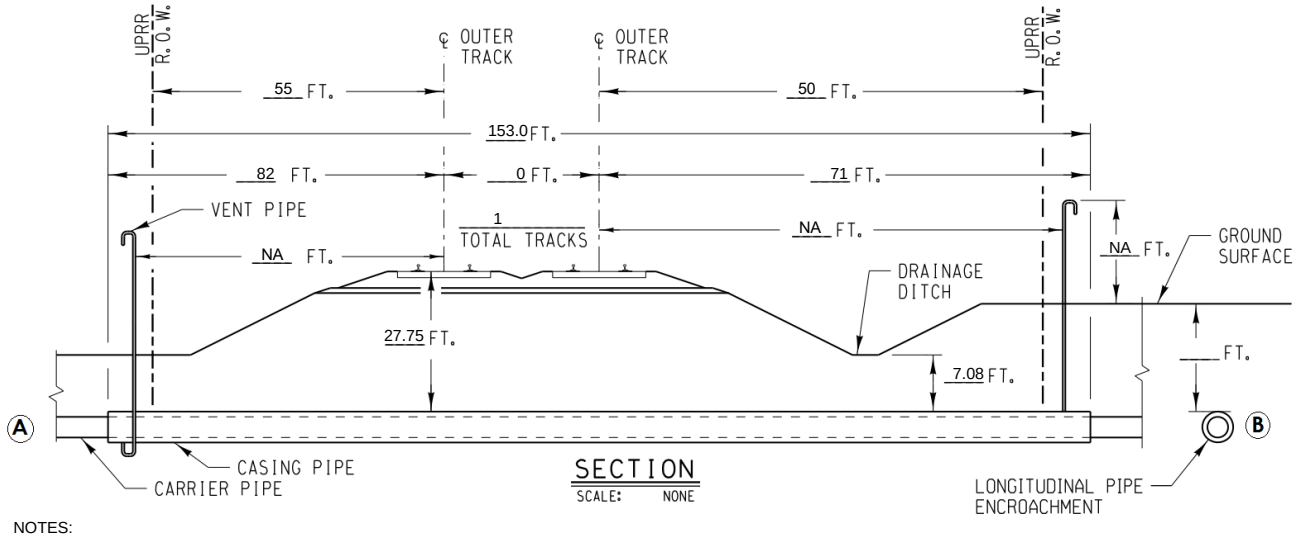
UNION PACIFIC RAILROAD COMPANY	**CITY OF TYLER**
By: _____	By: _____
Craig O Benson *Sr Mgr Real Estate - Contracts*	Name Printed: _____ Title: _____

NON-FLAMMABLE LIQUID PIPELINE

☑ CROSSING
☐ ENCROACHMENT
☐ BOTH



PLAN
SCALE: NONE



SECTION
SCALE: NONE

NOTES:
1) ALL DIMENSIONS MEASURED PERPENDICULAR TO THE CENTERLINE OF TRACK
2) REFER TO AREMA VOLUME 1. CHAPTER 1. PART 5. SECTION 5.1

A) METHOD OF INSTALLATION BORED AND JACKED
B) DIST. FROM CENTERLINE OF TRACK TO PIPE ENCROACHMENT _____.
C) SIGNS PROVIDED? AT MINIMUM SIGNS WILL BE PROVIDED AS STATED ABOVE
D) CARRIER MATERIAL PLASTIC. IF RCP, CLASS V? NA.
COMMODITY TO BE CONVEYED SANITARY SEWER.
OPERATIONAL PRESSURE 0 PSI. MAOP 0 PSI.
WALL THICKNESS (INCH)/ SCHEDULE 80. DIAMETER 24 IN.
CATHODIC/COATING PROTECTION NO
E) CASING MATERIAL STEEL PIPE. IF RCP, CLASS V? NA.
TOTAL LENGTH CASING PIPE: 160 FT.
WALL THICKNESS 0.5625 IN. DIAMETER 36 IN.
CATHODIC/COATING PROTECTION YES
CASING PIPE IS SEALED AT THE ENDS.
F) DISTANCE FROM CENTERLINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES
82 AND 71.

BUILDING AMERICA®

EXHIBIT "A"

SUBDIVISION: Tyler Ind. Ld.	
TRACK TYPE: MAINLINE	
M.P.: 18.18	LAT.: 32.34222222
E.S.M.: 953+73	LONG.: -95.29361111
NEAREST CITY: TYLER / COUNTY: SMITH / STATE: TX	
APPLICANT: CITY OF TYLER	
FILE NO.: 0796531	DATE: 04/12/2024

EXHIBIT B

GENERAL TERMS AND CONDITIONS

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

A. The foregoing grant is subject and subordinate to the prior and continuing right and obligation of Licensor to use and maintain its entire property including the right and power of Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Licensor without liability to Licensee or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad Property) and the right of Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment. It shall be Licensee's sole obligation to obtain such additional permission, license and grants necessary on account of any such existing rights.

Section 2. ENGINEERING REQUIREMENTS; PERMITS.

A. Licensee's Facilities will be designed, constructed, operated, maintained, repaired, renewed, modified, reconstructed, removed, or abandoned in place on Railroad Property by Licensee or its contractor to Licensor's satisfaction and in strict conformity with: (i) Licensor's current engineering standards and specifications, including those for shoring and cribbing to protect Licensor's railroad operations and facilities ("UP Specifications"), except for variances approved in advance in writing by Licensor's Assistant Vice President Engineering – Design or its authorized representative ("UP Engineering Representative"); (ii) such other additional safety standards as Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"); and (iii) all applicable laws, rules, and regulations, including any applicable Federal Railroad Administration and Federal Energy Regulatory Commission regulations and enactments (collectively, "Laws"). If there is any conflict between UP Specifications, UP Additional Requirements, and Laws, the most restrictive will apply.

B. Licensee shall keep the soil over Licensee's Facilities thoroughly compacted, and maintain the grade over and around Licensee's Facilities even with the surface of the adjacent ground.

C. If needed, Licensee shall secure, at Licensee's sole cost and expense, any and all necessary permits required to perform any work on Licensee's Facilities.

Section 3. NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES.

A. Licensee and its contractors are strictly prohibited from commencing any work associated with Licensee's Facilities without Licensor's written approval that the work will be in strict compliance with the "ENGINEERING REQUIREMENTS; PERMITS" Section of this Exhibit B. Upon Licensor's approval, Licensee shall contact both of Licensor's field representatives ("Licensor's Field Representatives") at least ten (10) days before commencement of any work on Licensee's Facilities.

B. Licensee shall not commence any work until: (1) Licensor has determined whether flagging or other special protective or safety measures ("Safety Measures") are required for performance of the work pursuant to the "FLAGGING" Section of this **Exhibit B** and provided Licensee written

authorization to commence work; and (2) Licensee has complied with the "PROTECTION OF FIBER OPTIC CABLE SYSTEMS" Section of this **Exhibit B**.

C. If, at any time, an emergency arises involving Licensee's Facilities, Licensee or its contractor shall immediately contact Licensor's Response Management Communications Center at (888) 877-7267.

Section 4. FLAGGING.

A. Following Licensee's notice to Licensor's Field Representatives required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensor shall inform Licensee if Safety Measures are required for performance of the work by Licensee or its contractor on Railroad Property. If Safety Measures are required, no work of any kind may be performed by Licensee or its contractor(s) until arrangements for the Safety Measures have been made and scheduled. If no Safety Measures are required, Licensor will give Licensee written authorization to commence work.

B. If any Safety Measures are performed or provided by Licensor, including but not limited to flagging, Licensor shall bill Licensee for such expenses incurred by Licensor, unless Licensor and a federal, state, or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state, or local governmental entity. Additional information regarding the submission of such expenses by Licensor and payment thereof by Licensee can be found in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**. If Licensor performs any Safety Measures, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

C. For flagging, the rate of pay per hour for each flagger will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage, and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

D. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagger is furnished, unless the flagger can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagger is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flaggers following the flaggers' assignment to work on the project for which Licensor is required to pay the flaggers and which could not reasonably be avoided by Licensor by assignment of such flaggers to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of five (5) days notice prior to the cessation of the need for a flagger. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the days the flagger was scheduled, even though flagging is no longer required for that period. An additional ten (10) days notice must then be given to Licensor if flagging services are needed again after such five day cessation notice has been given to Licensor.

Section 5. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any work on Railroad Property performed by Licensee or its contractor, and takes precedence over any work on Licensee's Facilities to be performed Licensee or its contractors. Licensee shall be responsible for initiating, maintaining and supervising all safety operations and programs in connection with any work on Licensee's Facilities. Licensee and its contractor shall, at a minimum comply, with Licensor's then current safety standards located at the below web address ("Licensor's Safety Standards") to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's Safety Standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of Licensor's Safety Standards to each of its employees before they enter Railroad Property.

Union Pacific Current Safety Requirements

B. Licensee shall keep the job site on Railroad Property free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the work.

C. Licensee represents and warrants that all parts of Licensee's Facilities within and outside of the limits of Railroad Property will not interfere whatsoever with the constant, continuous, and uninterrupted use of the tracks, property, and facilities of Licensor, and nothing shall be done or suffered to be done by Licensee at any time that would in any manner impair the safety thereof.

D. Licensor's operations and work performed by Licensor's personnel may cause delays in Licensee's or its contractor's work on Licensee's Facilities. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee must coordinate any work on Railroad Property by Licensee or any third party with Licensor's Field Representatives in strict compliance with the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**.

E. Licensor shall have the right, if it so elects, to provide any support it deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, repair, renewal, modification, relocation, reconstruction, or removal of Licensee's Facilities. In the event Licensor provides such support, Licensor shall invoice Licensee, and Licensee shall pay Licensor as set forth in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**.

F. Licensee may use unmanned aircraft systems ("UAS") to inspect Licensee's Facilities only upon the prior authorization from and under the direction of Licensor's Field Representatives. Licensee represents and warrants that its use of UAS on Railroad Property will comply with Licensor's then-current Unmanned Aerial Systems Policy and all applicable laws, rules and regulations, including any applicable Federal Aviation Administration regulations and enactments pertaining to UAS.

Section 6. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

Fiber optic cable systems may be buried on Railroad Property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. In addition to the notifications required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensee shall visit up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad Property to be used by Licensee. If it is, Licensee shall telephone the telecommunications company(ies) involved, and arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will not commence any work on Railroad Property until all such protection or relocation has been completed.

Section 7. LICENSEE'S PAYMENT OF EXPENSES.

A. Licensee shall bear the entire cost and expense of the design, construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities.

B. Licensee shall fully pay for all materials joined, affixed to and labor performed on Railroad Property in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of Licensee. Licensee shall promptly pay or discharge all taxes, charges, and assessments levied upon, in respect to, or on account of Licensee's Facilities, to prevent the same from becoming a charge or lien upon any property of Licensor, and so that the taxes, charges, and assessments levied upon or in respect to such property shall not be increased because of the location, construction, or maintenance of Licensee's Facilities or any improvement, appliance, or fixture connected therewith placed upon such property, or on account of Licensee's interest therein. Where such tax, charge, or assessment may not be separately made or assessed to Licensee but shall be included in the assessment of the property of Licensor, then Licensee shall pay to Licensor an equitable proportion of such taxes determined by the value of Licensee's property upon property of Licensor as compared with the entire value of such property.

C. As set forth in the "FLAGGING" Section of this **Exhibit B**, Licensor shall have the right, if it so elects, to provide any Safety Measures Licensor deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, including, but not limited to supervision, inspection, and flagging services. In the event Licensor provides such Safety Measures, Licensor shall submit an itemized invoice to Licensee's notice recipient listed in the "NOTICES" Article of this Agreement. Licensee shall pay to Licensor the total amount listed on such invoice within thirty (30) days of Licensee's receipt of such invoice.

Section 8. MODIFICATIONS TO LICENSEE'S FACILITIES.

A. This grant is subject to Licensor's safe and efficient operation of its railroad, and continued use and improvement of Railroad Property (collectively, "Railroad's Use"). Accordingly, Licensee shall, at its sole cost and expense, modify, reconstruct, repair, renew, revise, relocate, or remove (individually, "Modification", or collectively, "Modifications") all or any portion of Licensee's Facilities as Licensor may designate or identify, in its sole discretion, in the furtherance of Railroad's Use.

B. Upon any Modification of all or any portion of Licensee's Facilities to another location on Railroad Property, Licensor and Licensee shall execute a Supplemental Agreement to this Pipeline Agreement to document the Modification(s) to Licensee's Facilities on Railroad Property. If the Modifications result in Licensee's Facilities moving off of Railroad Property, this Agreement will terminate upon Licensee's completion of such Modification(s) and all requirements contained within the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of this **Exhibit B**. Any such Modification(s) off of Railroad Property will not release Licensee from any liability or other obligation of Licensee arising prior to and upon completion of any such Modifications to the Licensee's Facilities.

Section 9. RESTORATION OF RAILROAD PROPERTY.

In the event Licensee, in any manner moves or disturbs any property of Licensor in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, then, Licensee shall, as soon as possible and at Licensee's sole cost

and expense, restore Licensor's property to the same condition as the same were before such property was moved or disturbed.

Section 10. INDEMNITY.

A. Definitions. As used in this Section:

1. "Licensor" includes Licensor, its affiliates, its and their officers, directors, agents and employees, and other railroad companies using Railroad Property at or near the location of Licensee's installation and their officers, directors, agents, and employees.

2. "Licensee" includes Licensee and its agents, contractors, subcontractors, sub-subcontractors, employees, officers, and directors, or any other person or entity acting on its behalf or under its control.

3. "Loss" includes claims, suits, taxes, loss, damages (including punitive damages, statutory damages, and exemplary damages), costs, charges, assessments, judgments, settlements, liens, demands, actions, causes of action, fines, penalties, interest, and expenses of any nature, including court costs, reasonable attorneys' fees and expenses, investigation costs, and appeal expenses.

B. Licensee shall release, defend, indemnify, and hold harmless Licensor from and against any and all Loss, even if groundless, fraudulent, or false, that directly or indirectly arises out of or is related to Licensee's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, removal, presence, use, or operation of Licensee's Facilities, including, but not limited to, any actual or alleged:

1. Bodily harm or personal injury (including any emotional injury or disease) to, or the death of, any person(s), including, but not limited to, Licensee, Licensor, any telecommunications company, or the agents, contractors, subcontractors, sub-subcontractors, or employees of the foregoing;

2. Damage to or the disturbance, loss, movement, or destruction of Railroad Property, including loss of use and diminution in value, including, but not limited to, any telecommunications system(s) or fiber optic cable(s) on or near Railroad Property, any property of Licensee or Licensor, or any property in the care, custody, or control of Licensee or Licensor;

3. Removal of person(s) from Railroad Property;

4. Any delays or interference with track or Railroad's Use caused by Licensee's activity(ies) on Railroad Property, including without limitation the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities or any part thereof, any activities, labor, materials, equipment, or machinery in conjunction therewith;

5. Right(s) or interest(s) granted pursuant to this Agreement;

6. Contents escaping from Licensee's Facilities, including without limitation any actual or alleged pollution, contamination, breach, or environmental Loss;

7. Licensee's breach of this Agreement or failure to comply with its provisions, including, but not limited to, any violation or breach by Licensee of any representations and warranties Licensee has made in this Agreement; and

8. Violation by Licensee of any law, statute, ordinance, governmental administrative order, rule, or regulation, including without limitation all applicable Federal Railroad Administration regulations.

C. THE FOREGOING OBLIGATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF LICENSOR TO LOSSES CAUSED BY, ARISING FROM, RELATING TO, OR RESULTING FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OF LICENSOR, AND SUCH NEGLIGENCE OF LICENSOR SHALL NOT LIMIT, DIMINISH, OR PRECLUDE LICENSEE'S OBLIGATIONS TO LICENSOR IN ANY RESPECT. NOTWITHSTANDING THE FOREGOING, SUCH OBLIGATION TO INDEMNIFY LICENSOR SHALL NOT APPLY TO THE EXTENT THE LOSS IS CAUSED BY THE SOLE, ACTIVE AND DIRECT NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF LICENSOR AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION.

Section 11. TERMINATION; REMOVAL OF LICENSEE'S FACILITIES.

A. If Licensee does not use the right herein granted on Licensee's Facilities for one (1) year, or if Licensee continues in default in the performance of any provision of this Agreement for a period of thirty (30) days after written notice from Licensor to Licensee specifying such default, Licensor may, at its sole discretion, terminate this Agreement by written notice to Licensee at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

B. In addition to the provisions of Paragraph "A" above, this Agreement may be terminated by written notice given by either party, without cause, upon thirty (30) days written notice to the non-terminating party at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

C. Prior to the effective date of any termination described in this Section, Licensee shall submit an application to Licensor's online Utility Contracts System at this link for Licensee's removal, or if applicable, abandonment in place of Licensee's Facilities located on Railroad Property ("Removal/Abandonment Work"). Upon the UP Engineering Representative's approval of Licensee's application for the Removal/Abandonment Work, Licensor and Licensee shall execute a separate consent document that will govern Licensee's performance of the Removal/Abandonment Work from those portions of Railroad Property not occupied by roadbed and/or trackage ("Consent Document"). Licensee shall then restore the impacted Railroad Property to the same or reasonably similar condition as it was prior to Licensee's installation of Licensee's Facilities. For purposes of this Section, Licensee's (i) performance of the Removal/Abandonment Work, and (ii) restoration work will hereinafter be collectively referred to as the "Restoration Work".

D. Following Licensee's completion of the Restoration Work, Licensee shall provide a written certification letter to Licensor at the address listed in the "NOTICES" Article of this Agreement which certifies that the Restoration Work has been completed in accordance with the Consent Document. Licensee shall report to governmental authorities, as required by law, and notify Licensor immediately if any environmental contamination is discovered during Licensee's performance of the Restoration Work. Upon discovery, the Licensee shall initiate any and all removal, remedial and restoration actions that are necessary to restore the property to its original, uncontaminated condition. Licensee shall provide written certification to Licensor at the address listed in the "NOTICES" Article of this Agreement that environmental contamination has been remediated and the property has been

restored in accordance with Licensor's requirements. Upon Licensor's receipt of Licensee's restoration completion certifications, this Agreement will terminate.

E. In the event that Licensee fails to complete any of the Restoration Work, Licensor may, but is not obligated, to perform the Restoration Work. Any such work actually performed by Licensor will be at the cost and expense of Licensee. In the event that Licensor performs any of the Restoration Work, Licensee shall release Licensor from any and all Loss (defined in the "INDEMNITY" Section of this **Exhibit B**) arising out of or related to Licensor's performance of the Restoration Work.

F. Termination of this Agreement for any reason will not affect any of rights or obligations of the parties which may have accrued, or liabilities or Loss (defined in the "INDEMNITY" Section of this **Exhibit B)**, accrued or otherwise, which may have arisen prior to such termination.

EXHIBIT C

INSURANCE REQUIREMENTS

In accordance with Article 5 of this Agreement, Licensee shall (1) procure and maintain at its sole cost and expense, or (2) require its Contractor(s) to procure and maintain, at their sole cost and expense, the following insurance coverage:

A. **Commercial General Liability Insurance**. Commercial general liability (CGL) with a limit of not less than $2,000,000 each occurrence and an aggregate limit of not less than $4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. **Business Automobile Coverage Insurance**. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less $2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

C. **Workers' Compensation and Employers' Liability Insurance**. Coverage must include but not be limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.

- Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 disease policy limit $500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers' compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. **Environmental Liability Insurance**. Environmental Legal Liability Insurance (ELL) applicable to bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed, cleanup costs, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims, or compliance with statute, all in connection with any loss arising from the insured's performance under this Agreement. Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, this insurance must apply as if each named insured were the only named insured; and separately to the additional insured against which claim is made or suit is brought. Coverage shall be maintained in an amount of at least $2,000,000 per loss, with an annual aggregate of at least $4,000,000.

Licensee warrants that any retroactive date applicable to ELL insurance coverage under the policy is the same as or precedes the Effective Date of this Agreement, and that continuous coverage

will be maintained for a period of five (5) years beginning from the time the work under this Agreement is completed or if coverage is cancelled for any reason the policies extended discovery period, if any, will be exercised for the maximum time allowed.

E. **Railroad Protective Liability Insurance**. Licensee must maintain for the duration of work "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Licensor only as named insured, with a limit of not less than $2,000,000 per occurrence and an aggregate of $6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement. Notwithstanding the foregoing, Licensee does not need Railroad Protective Liability Insurance after its initial construction work is complete and all excess materials have been removed from Licensor's property; PROVIDED, however, that Licensee shall procure such coverage for any subsequent maintenance, repair, renewal, modification, reconstruction, or removal work on Licensee's Facilities.

F. **Umbrella or Excess Insurance**. If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

G. All policy(ies) required above (except business automobile, workers' compensation and employers' liability) must include Licensor as "Additional Insured" using ISO Additional Insured Endorsement CG 20 26 (or substitute form(s) providing equivalent coverage). The coverage provided to Licensor as additional insured shall not be limited by Licensee's liability under the indemnity provisions of this Agreement. BOTH LICENSOR AND LICENSEE EXPECT THAT LICENSOR WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORM CG 20 26.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Agreement, or (b) all punitive damages are prohibited by all states in which this Agreement will be performed.

I. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Licensor and its agents, officers, directors and employees for damages covered by the workers' compensation and employers' liability or commercial umbrella or excess liability obtained by Licensee required in this Agreement, where permitted by law. This waiver must be stated on the certificate of insurance.

J. All insurance policies must be written by a reputable insurance company acceptable to Licensor or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

K. The fact that insurance is obtained by Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Licensor from Licensee or any third party will not be limited by the amount of the required insurance coverage.

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number: C-A-6

Date: June 12, 2024

Subject: Request that the City Council consider authorizing the City Manager to ratify approval of two Additional Services Request (ASR) Engineering Contracts, in amounts not to exceed $14,200 and $11,800 with Langan Engineering for the Consent Decree Group 4 Remedial Measures Implementation ASRs 1 & 2.

Page: Page 1 of

Item Reference: legaldesk 7717; Council Meeting 8-11-21 Item M-7;

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

As a part of this Consent Decree, condition assessments are being performed on the sanitary sewer collection system. The assessments began in 2017, are spread out over an eight (8) year period and are being performed by Pipeline Analysis. The first assessment (Group 1) was of manholes on lines 10-inch and larger throughout the system, and gravity lines in Basins 8 and 15; remedial construction is almost complete.

The second assessment (Group 2) was for the manholes on lines smaller than 10-inch in Basins 8 and 15, and the gravity lines in Basin 13. The resulting recommended remedial activities been designed and construction is complete.

The third assessment (Group 3) included gravity mains in basins 4, 10, 11, and 12 as well as all large-diameter (12-inch diameter and larger) mains across all basins. Group 3 included assessment of 3,318 manholes in basins 2, 4, 7, 8, 10, 11, 12, 13, 14, 16, 17, 18, 19.

The fourth assessment (Group 4) included recommended remediation for 35,821 linear feet of gravity main and 1,364 manholes across the City of Tyler.

The scope of services with Langan provides engineering services for construction design and inspection services for these Group 4 activities. The original contract was awarded at City Council in August of 2021.

This Additional Services Request (ASR) 1 scope with Langan Engineers provides for design services for

rerouting approximately 600 linear feet (LF) sanitary sewer line located in the vicinity of W. Dobbs Street and S. Kennedy Ave that was experiencing various failures and infiltration.

ASR 2 scope with Langan Engineers provides for design services for repairing approximately 200 LF of a sanitary sewer creek crossing that was experiencing various failures and in poor condition.

Scope of services are attached for review.

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to execute two Additional Engineering Services Contracts, in an amounts not to exceed $14,200 and $11,800 with Langan Engineering for the Consent Decree Group 4 Remedial Measures Implementation ASRs 1 & 2.

ATTACHMENTS:

ASR No. 2
ASR No.1 - CA-RPR for Dobbs

Drafted/Recommended By:
Department Leader

Tiffany Currie, P.E., Tyler Water Utilities Engineer, Kate Dietz, P.E. Director of Utilities

Edited/Submitted By:
City Manager

LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES, INC.

ADDITIONAL SERVICES REQUEST (ASR)

DATE: 20 April 2023
PROJECT NO. 532017802
ASR NO: 02
ASR TITLE: GM 13710 Replacement

CONTRACT: City of Tyler – Group 4 Remedial Measures Implementation – M7 on 8-11-2021
ORDER BY: Tiffany Currie
OWNER: City of Tyler
ENGINEER: Langan

SCOPE OF SERVICES:

This ASR is for known sanitary sewer line issues on gravity main SS.GM.T0013710 between manhole SS.MH.T0013692 and manhole SS.MH.T0003473. This segment totals approximately 215 feet. The sewer line is experiencing various failures including an aerial crossing in poor condition. According to Cityworks this is an 8" VCP and ductile iron sewer line flowing from MH 13692 to MH 3473. ENGINEER will design a new sewer main, including a suitable aerial crossing for approximately 50 feet, from existing manhole to existing manhole to protect the sewer assets. The existing concrete riprap in the channel will be sawcut, removed, and replaced where needed. ENGINEER will produce construction plans only for a current Group 4 contractor. ENGINEER will provide construction administration and resident project representative field observations. This ASR specifically excludes geotechnical investigation and stormwater drainage design.

This ASR also includes construction administration and resident project representative (RPR) on this project. The purpose of the RPR will be to:

- Enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken during the Construction Phase;
- To provide for the OWNER more confidence that the completed work of CONTRACTOR will conform in general to the Contract Documents; and,
- To provide for the OWNER more confidence that the integrity of the design concept of the completed PROJECT as a functioning whole as indicated in the Contract Documents has been implemented and preserved by CONTRACTOR.

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

The RPR shall not, during such PROJECT site 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 the RPR have authority over or responsibility for:

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

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

DATE: 20 April 2023
PROJECT NO. 532017802
ASR NO: 02
ASR TITLE: GM 13710 Replacement

Task 1 – Topographic Survey (Subconsultant). ENGINEER shall subcontract with and coordinate on behalf of OWNER to procure the services of a qualified Registered Professional Land Surveyor to produce topographic survey for the PROJECT per City requirements. The topographic survey shall include contours at one-foot intervals with spot elevations as needed to supplement contours, visible improvements, marked and visible utilities within the limits of the topo area, and elevations on gravity utilities at available access points (i.e. inlet boxes, manholes, etc.).

Task 2 – Sewer Line and Aerial Crossing Design. This Task includes all design, specifications, and construction plan preparation for the removal and replacement of approximately 215 linear feet of gravity sanitary sewer main with one (1) steel-encased aerial crossing that is approximately 50 linear feet of the total. The plan set shall include a plan and profile design sheet and aerial crossing detail. ENGINEER shall coordinate with the appropriate franchise utilities and the City regarding possible relocations in order that the sewer line work might progress in an orderly and expeditious fashion as required. However, certain issues might arise where negotiations are required and necessary steps may be needed beyond the scope of engineering design, either of a political, legal, monetary, or other nature. In such instances, ENGINEER shall not be liable for such negotiations past the initial contact and briefing concerning the engineering aspects and conditions of the particular situation.

Task 3 – Construction Phase Assistance and Observation. This Task includes construction-phase oversight by the ENGINEER and additional project management activities on behalf of the OWNER. Management and oversight activities shall include review of materials testing reports (if required), CONTRACTOR's materials submittals and Requests for Information (RFI's) throughout the duration of the construction (estimated at fifteen (15) working days maximum). This Task includes attendance at project construction coordination meeting(s), as required, and meetings with the OWNER, as needed, to discuss pay apps submitted by the CONTRACTOR. This Task will also include review of CONTRACTOR's monthly pay requests on behalf of the OWNER and, based on comparison to contract amounts and unit prices, as well as information derived from our site observations, ENGINEER will recommend to the OWNER the amount CONTRACTOR is to be paid. Such recommendations of payment will constitute ENGINEER's representation to OWNER, based on such review, that to the best of ENGINEER's knowledge, information and belief, CONTRACTOR's work has progressed to the point indicated and the conditions precedent to CONTRACTOR's entitlement to such payment appear to have been fulfilled; by recommending payment, ENGINEER shall not warrant that observations made by ENGINEER have been exhaustive, extended to every aspect of CONTRACTOR's work, or that they involved detailed inspections or measurements of the Work.

Construction observation activities by ENGINEER shall include, generally, three (3) site visits per week (nine (9) total site visits estimated) during the project duration to observe the progress of construction, provide oversight to CONTRACTOR questions in the field, and provide the OWNER with a level of confidence that the completed work of the CONTRACTOR will generally conform to the construction documents prepared by ENGINEER. Additional observations beyond the site visits estimated will be considered Additional Services and shall be performed and invoiced in accordance with ENGINEER's Hourly Rate Schedule. Any work performed in excess of 8 hours in a day, on a Holiday or before 7:00 am and after 7:00 pm will be considered premium services and invoiced at 1.5 times the Standard Hourly Rate. When necessary, ENGINEER will notify the OWNER of issues made known to ENGINEER during the progress of construction. ENGINEER shall, as the OWNER's representative, issue clarifications and interpretations, when necessary, authorize minor variations in the CONTRACTOR's work, and reject defective work. It is understood the OWNER may provide additional routine inspections of construction by City inspection personnel. ENGINEER shall not have authority to supervise, direct or control CONTRACTOR – such responsibility lies with the OWNER; however, ENGINEER shall be given authority by OWNER to stop work if any portion thereof appears to the ENGINEER to be in conflict with the plans and specifications. ENGINEER shall assume no responsibility for any CONTRACTOR's possible

DATE: 20 April 2023
PROJECT NO. 532017802
ASR NO: 02
ASR TITLE: GM 13710 Replacement

lack of performance, or for the CONTRACTOR's means, methods, techniques, equipment selection, equipment operation, sequencing, schedule, safety programs, or safety practices, etc.

Issuing change orders which require design, analysis or plan modifications during construction, due to unknown or changed site conditions, and/or changes authorized by the OWNER, are specifically excluded from the scope herein; these will be performed as Additional Services and shall be invoiced in accordance with ENGINEER's Hourly Rate Schedule. ENGINEER shall also be entitled to additional fees if the duration of construction exceeds the workings days noted above and additional site observations are thus required.

This Task will be billed to the OWNER based on hourly reimbursable rates with a not-to-exceed maximum budget.

Task 4 – Completion. This Task includes the following:

- ENGINEER to participate in a final inspection in the company of OWNER and CONTRACTOR. Recommend items for correction, as necessary.
- Prepare a final list of items to be completed and deficiencies to be remedied following such inspection.
- Observe whether all items on the final list have been completed or corrected and make recommendations to OWNER concerning acceptance and issuance of the notice of acceptability of the work.
- Upon completion of construction of the project, ENGINEER shall prepare record (as-built) drawings for submittal to the OWNER, based upon the CONTRACTOR plan markups, indicating any and all field changes, as noted by the CONTRACTOR, that may have occurred during the construction process.

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

FEES:
SCHEDULE OF FEES (LUMP SUM UNLESS OTHERWISE NOTED)

Task 1	Boundary and Topographic Survey (Subconsultant)	$1,800.00
Task 2	Sewer Line and Aerial Crossing Design	$3,500.00
Task 3	Construction Phase Assistance and Observation (HOURLY)	$6,000.00
Task 4	Completion	$500.00
	Basic Services Fee for Tasks 1,2,4:	$5,800.00
	Hourly Services Fee for Task 3:	$6,000.00
	ASR Total Fee for Tasks 1-4:	**$11,800.00**

LANGAN is authorized to proceed with this scope of services.

Katherine M Dietz
_____
For Owner: Kate Dietz

_____
for Langan: G. Robert Adams, PE

cc: Langan team

LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES, INC.

ADDITIONAL SERVICES REQUEST (ASR)

DATE: 3 April 2023
PROJECT NO. 532017802
ASR NO: 01
ASR TITLE: Sewer GM and service work in the Dobbs/Kennedy/Augusta area

CONTRACT: City of Tyler – Group 4 Remedial Measures Implementation – M-7 on 8-11-2021
ORDER BY: Tiffany Currie
OWNER: City of Tyler
ENGINEER: Langan

SCOPE OF SERVICES:

This ASR is for known sanitary sewer line issues on gravity main SS.GM.T0007078 between manhole SS.MH.T0003298 and manhole SS.MH.T0003266. This segment totals approximately 586 feet. The sewer line is experiencing various failures and infiltration. According to Cityworks this is a 6" sewer line flowing from 3298 to 3266. ENGINEER has determine a best suited reroute necessary to maintain the sewer flow and better protect the sewer assets. ENGINEER has produced construction documents for use by the contractor. ENGINEER will provide construction administration and resident project representative field observations. This ASR specifically excludes geotechnical investigation and stormwater drainage design.

This ASR includes construction administration and resident project representative (RPR) on this project. The purpose of the RPR will be to:

- Enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken during the Construction Phase;
- To provide for the OWNER more confidence that the completed work of CONTRACTOR will conform in general to the Contract Documents; and,
- To provide for the OWNER more confidence that the integrity of the design concept of the completed PROJECT as a functioning whole as indicated in the Contract Documents has been implemented and preserved by CONTRACTOR.

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

The RPR shall not, during such PROJECT site 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 the RPR have authority over or responsibility for:

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

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

Task 1 – Boundary and Topographic Survey (Subconsultant). ENGINEER shall subcontract with and coordinate on behalf of OWNER to procure the services of a qualified Registered Professional Land Surveyor to have a sanitary sewer service located and shot in at 826 S. Kennedy Ave. The OWNER will be responsible for right of entry notifications to the applicable property owners.

DATE: 3 April 2023
PROJECT NO. 532017802
ASR NO: 01
ASR TITLE: Sewer GM and service work in the Dobbs/Kennedy/Augusta area

Task 2 – Construction Phase Assistance and Observation. This Task includes construction-phase oversight by the ENGINEER and additional project management activities on behalf of the OWNER. Management and oversight activities shall include review of materials testing reports (if required), CONTRACTOR's materials submittals and Requests for Information (RFI's) throughout the duration of the construction (estimated at twenty (20) working days maximum). This Task includes attendance at project construction coordination meeting(s), as required, and meetings with the OWNER, as needed, to discuss pay apps submitted by the CONTRACTOR. This Task will also include review of CONTRACTOR's monthly pay requests on behalf of the OWNER and, based on comparison to contract amounts and unit prices, as well as information derived from our site observations, ENGINEER will recommend to the OWNER the amount CONTRACTOR is to be paid. Such recommendations of payment will constitute ENGINEER's representation to OWNER, based on such review, that to the best of ENGINEER's knowledge, information and belief, CONTRACTOR's work has progressed to the point indicated and the conditions precedent to CONTRACTOR's entitlement to such payment appear to have been fulfilled; by recommending payment, ENGINEER shall not warrant that observations made by ENGINEER have been exhaustive, extended to every aspect of CONTRACTOR's work, or that they involved detailed inspections or measurements of the Work.

Construction observation activities by ENGINEER shall include, generally, four (4) site visits per week (sixteen (16) total site visits estimated) during the project duration to observe the progress of construction, provide oversight to CONTRACTOR questions in the field, and provide the OWNER with a level of confidence that the completed work of the CONTRACTOR will generally conform to the construction documents prepared by ENGINEER. Additional observations beyond the site visits estimated will be considered Additional Services and shall be performed and invoiced in accordance with ENGINEER's Hourly Rate Schedule. Any work performed in excess of 8 hours in a day, on a Holiday or before 7:00 am and after 7:00 pm will be considered premium services and invoiced at 1.5 times the Standard Hourly Rate. When necessary, ENGINEER will notify the OWNER of issues made known to ENGINEER during the progress of construction. ENGINEER shall, as the OWNER's representative, issue clarifications and interpretations, when necessary, authorize minor variations in the CONTRACTOR's work, and reject defective work. It is understood the OWNER may provide additional routine inspections of construction by City inspection personnel. ENGINEER shall not have authority to supervise, direct or control CONTRACTOR – such responsibility lies with the OWNER; however, ENGINEER shall be given authority by OWNER to stop work if any portion thereof appears to the ENGINEER to be in conflict with the plans and specifications. ENGINEER shall assume no responsibility for any CONTRACTOR's possible lack of performance, or for the CONTRACTOR's means, methods, techniques, equipment selection, equipment operation, sequencing, schedule, safety programs, or safety practices, etc.

Issuing change orders which require design, analysis or plan modifications during construction, due to unknown or changed site conditions, and/or changes authorized by the OWNER, are specifically excluded from the scope herein; these will be performed as Additional Services and shall be invoiced in accordance with ENGINEER's Hourly Rate Schedule. ENGINEER shall also be entitled to additional fees if the duration of construction exceeds the workings days noted above and additional site observations are thus required.

This Task will be billed to the OWNER based on hourly reimbursable rates with a not-to-exceed maximum budget.

Task 3 – Completion. This Task includes the following:

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

LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES, INC.

ADDITIONAL SERVICES REQUEST (ASR)

DATE: 3 April 2023
PROJECT NO. 532017802
ASR NO: 01
ASR TITLE: Sewer GM and service work in the Dobbs/Kennedy/Augusta area

- Upon completion of construction of the project, ENGINEER shall prepare record (as-built) drawings for submittal to the OWNER, based upon the CONTRACTOR plan markups, indicating any and all field changes, as noted by the CONTRACTOR, that may have occurred during the construction process.

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

FEES:

SCHEDULE OF FEES (LUMP SUM UNLESS OTHERWISE NOTED)

Task 1	Boundary and Topographic Survey (Subconsultant)	$700.00
Task 2	Construction Phase Assistance and Observation (HOURLY)	$12,000.00
Task 3	Completion	$1,500.00
	Basic Services Fee for Tasks 1, 3:	$2,200.00
	Hourly Services Fee for Task 2:	$12,000.00
	ASR Total Fee for Tasks 1-3:	**$14,200.00**

LANGAN is authorized to proceed with this scope of services.

Katherine M Dietz
_____ _____

For Owner: Kate Dietz for Langan: G. Robert Adams, PE

cc: Langan team

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number: C-A-7

Date: June 12, 2024

Subject: Request that the City Council consider authorizing the City Manager to approve a Reconciliation Change order in the amount of $213,358.05, approving final payment, and releasing retainage in the amount of $43,585.75 to Reynolds and Kay, LTD, for the 2023 Asphalt Enhancement Project.

Page: Page 1 of

Item Reference: M-1 on February 22, 2023, M-2 on August 23, 2023 and M-2 on May 8, 2024

On February 22, 2023, the City Council authorized the award of the 2023 Asphalt Enhancement Project to Reynolds and Kay, LTD in the amount of $4,993,060.99. On August 23, 2023, the City Council approved Change Order No. 1 in the amount of $196,899.43 for a total contract amount of $5,189,960.42. On May 8, 2024, the City Council approved Change Order No. 2 (Mirabeau Improvements) in the amount of $225,078.02 for a total contract amount of $5,415,038.44. The construction has been successfully completed and the total cost of the project is $5,628,396.49 which is $213,358.05 over the original contract amount. This project included 28 lane miles of streets paved.

This request is for approval of a reconciliation change order in the amount of $213,358.05, and approval of final payment and release of the retainage in the amount of $43,585.75.

FUNDING:
Asphalt Enhancement (Half Cent) - $4,360,930.63
High Friction Surface Treatment (Half Cent) - $518,374.69
Mirabeau Reconstruct (Half Cent) - $384,697.39
Tyler Water Utility (Lake Tyler) - $309,524.28
Traffic Department Striping (Traffic) - $54,869.50
TOTAL - $5,628,396.49

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to approve a Reconciliation Change order in the amount of $213,358.05, final payment, and release of retainage in the amount of $43,585.75 to Reynolds and Kay, LTD, for the 2023 Asphalt Enhancement Project.

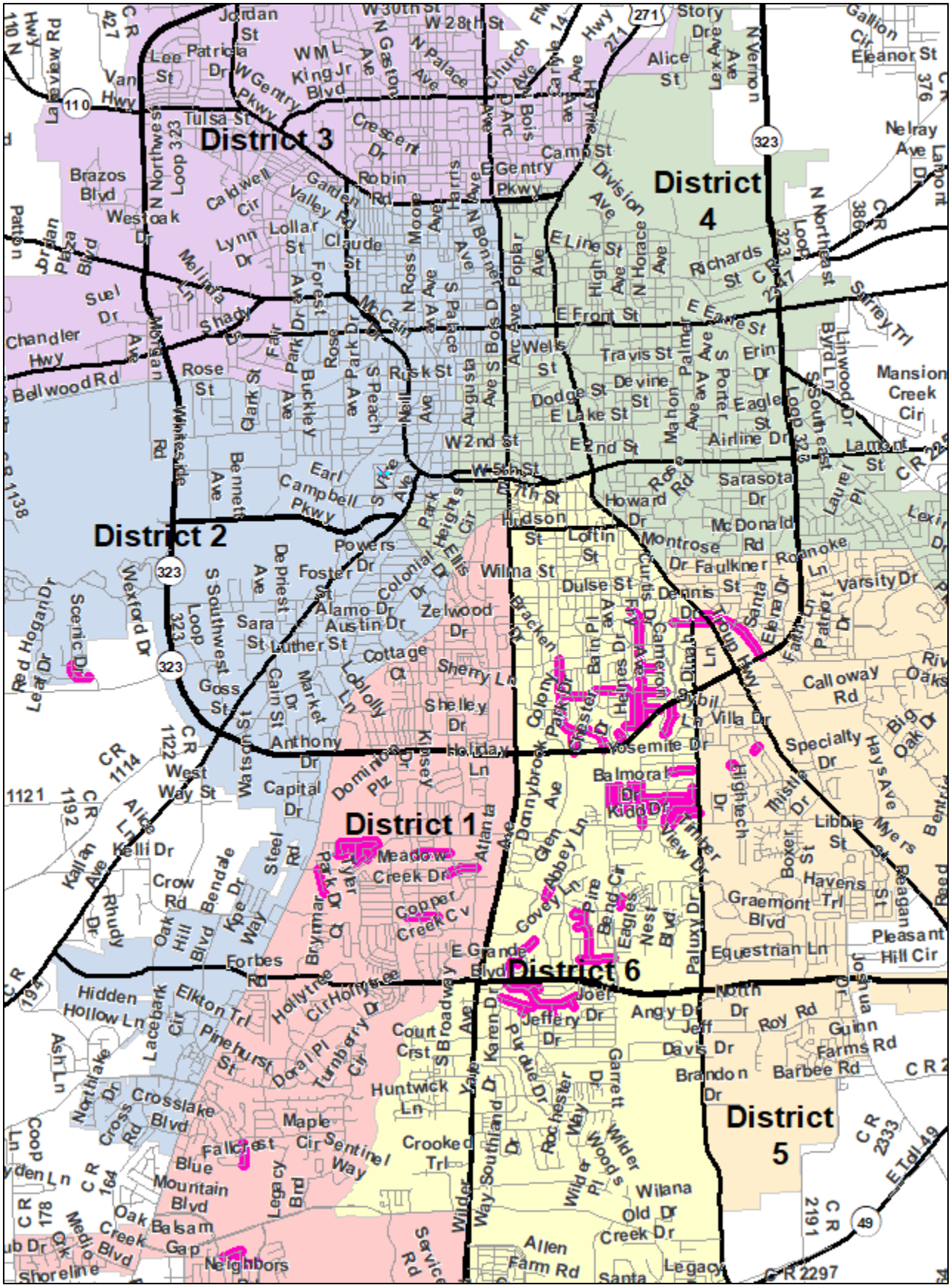
ATTACHMENTS:

2024 Street Map
2023 Completed Overlay Street List
Final Asphalt Enhancement Invoice
Summary of Expenses

Drafted/Recommended By:
Department Leader

Darin Jennings, P.E., City Engineer

Edited/Submitted By:
City Manager


District 1
District 2
District 3
District 4
District 5
District 6
Meadow Creek Dr
Copper Creek Cv
Yosemite Dr
Balmoral Dr
Kidd Dr
Timber View Dr
Graemont Blvd
Equestrian Ln
Pleasant Hill Cir
Havens St
Libbie St
Specialty Dr
Hays Ave
Big Oak Dr
Calloway Rd
Villa Dr
Thistle Dr
Highlech Dr
Boxer St
Myers St
Reagan St
Varsity Dr
Patriot Dr
Roanoke Ln
Lexington Dr
Laurel Pl
Lamont St
Mansion Creek Cir
Linwood Dr
Southeast Pkwy
Surrey Trl
Nelray Ave
Lamont Dr
Eleanor St
Gallion Ct
Story Dr
Alice St
Lexington Ave
N Vernon Ave
Richards St
Airline Dr
Eagle St
Erin Dr
S Porter Ave
Mahon Palmer Ave
Travis St
Devine St
Dodge St
E Lake St
E 2nd St
W 2nd St
W 5th St
E 7th St
Sarasota Dr
McDonald Rd
Montrose Dr
Faulkner Dr
Dennis St
Dulse St
Loftin St
Hudson St
Howard Dr
Ross Rd
Wilma St
Ellis St
Park Heights Cir
Colonial Dr
Powers Dr
Foster St
Alamo Dr
Austin Dr
Zelwood Dr
Sara St
Luther St
Cottage Ct
Sherry Ln
Shelley Dr
Holiday Ln
Anthony Dr
Capital Dr
West Way St
Goss St
Market St
Cain St
Watson St
Lobolly Ln
Dominion Plz
Kinsey Dr
Scenic Dr
Red Hogan Dr
Leaf Dr
Wexford Dr
DePriest Ave
S Southwest Loop 323
Earl Campbell Pkwy
Bennett Ave
Whiteside Rd
Rose St
Bellwood Rd
Chandler Hwy
Suel Dr
Patton Plaza Blvd
Jordan Plaza Blvd
Brazos Blvd
Westoak Dr
Caldwell Cir
Lynn Dr
Melinda Ln
Shady Dr
Lollar St
Claude St
Garden Valley Rd
Robin Rd
Crescent Dr
Camp St
E Gentry Pkwy
W Gentry Pkwy
W King Jr Blvd
N Northwest Loop 323
Tulsa St
Lee St
Patricia Dr
Jordan St
Van Hwy
Lakeview Rd
W 30th St
W 28th St
N Gaston Ave
N Palace Ave
Church Ave
Bois D Arc Ave
Harris Ave
N Bonner Ave
N Moore Ave
N Ross Ave
S Palace Ave
S Bois D Arc Ave
Division Ave
Poplar Ave
E Line St
High Ave
N Horace Ave
E Front St
Risk St
Neill Ave
S Peach Ave
Rose Park Dr
Fair Park Dr
Buckley Ave
Clark St
Forest Ave
McCain Ave
Augusta Ave
Park Ave
Silvie Ave
Meadow Creek Dr
Tryar Park Dr
Steel Rd
Bendale Dr
Kpe Dr
Oak Hill Blvd
Rhudy Dr
Kallan Ave
Kelli Dr
Alice Ln
CR 1114
CR 1122
CR 1121
CR 1192
Forbes Rd
Hidden Hollow Ln
Elkton Trl
Lacebark Cir
Pinehurst St
Doral Pl
Turnberry Dr
Hollytree Cir
Brymar Ct
Ash Ln
Northlake Dr
Cross Rd
Crosslake Blvd
Maple Cir
Sentinel Way
Fallcrest Blue Mountain Blvd
Legacy Blvd
Oak Creek Blvd
Balsam Gap Neighbors
Shoreline
Medlo Blvd
Oak
CR 178
CR 164
Coop Ln
Broadway Ave
Jeffery Dr
Karen Dr
Court Crst
Huntwick Ln
Crooked Trl
Southland Dr
Yale Dr
Rochester Dr
Garrett Dr
Wilder Way
Wilder Woods Pl
Wilana Old Dr
Creek Dr
Allen Farm Rd
Service Rd
Legacy
CR 2297
CR 2191
CR 2333
Eldridge Rd
Angy Dr
Jeff Davis Dr
Brandon Dr
Barbee Rd
Roy Rd
North Dr
Guinn Farms Rd
Joshua
Paluxy Dr
Eagles Nest Blvd
Pine Bend Cir
Covey Ln
Glen Abbey Ln
Donnybrook Ave
Atlanta Ave
Colony Park Dr
Chester Dr
Heuss Dr
Bain Pl
Fay Ave
Cameron Dr
Dinah Ln
Sybil Ln
Bracken St
Curtis Dr
Loop 323
Hwy 271
Hwy 110
Hwy 110 N
CR 427
CR 1138
CR 386
CR 247
CR 2247
CR 376
CR 2
CR 194
CR 1194
49
323
271
110

2023 Completed Overlay Streets

STREET	LIMITS FROM	LIMITS TO	WEIGHTED PCI	GROUP
Cameron Ave	Pollard Dr	Shepherd Ln or Rodessa	33	Jan
Shepherd Ln	New Copeland	Pollard	22	Jan
Rodessa Dr	Pollard Dr	Birdwell Dr	63	Jan
Easy St	Loop 323	Jan Ave	22	Jan
Jan Ave	Loop 323	Cameron Ave	47	Jan
Wes? ield	Jan Ave	Birdwell Dr	12	Jan
Fry Ave	Loop 323	N Copeland	63	Jan
Old Troup	Troup	Loop 323	47	Jan
New Copeland	S Loop 323	Amherst	62	Jan
Beall Cir	Pinedale Pl	Cul D Sac	27	Jan
Devonshire Dr	Chad	DE (Kidd)	51	Chad
Downing	Devonshire Dr	DE	37	Chad
Balmoral Dr	Chad Dr	Cambridge Dr	22	Chad
Newcastle Dr	DE (Concrete)(Balmoral)	Hubbard Dr	29	Chad
Cambridge Dr	Balmoral Dr	Hubbard Dr	25	Chad
Lancashire Dr	New Castle	Stra? ord	13	Chad
Stra? ord Dr	Hubbard Dr	Balmoral	20	Chad
Picadilly Pl	Shiloh Rd	Kensington	56	Chad
Runnymeade Dr	Kidd Dr	Picadilly Pl	57	Chad
Wendover Pl	Shiloh Rd	Paluxy Dr	55	Chad
Chad	Shiloh Rd	Hubbard Dr	62	Chad
Pine Bend Circle	Elderwood	DE	75	Chad
Tartan Ct	Edinburg Dr	DE	30	Chad
Aberdeen Dr (U)	Aberdeen Dr	Aberdeen Dr	13	Chad
Birdwell	Loop 323	Easy St	46	Chad
Rickety Ln	Birdwell Dr	DE	49	Chad
Everglades	Kidd Dr	DE	50	Chad
Foxcro? Rd	Rieck Rd	Delores St	55	Chad
Fox Cove	Foxcro?	DE	53	Chad
Tallyho Cir	Foxcro?	DE	56	Chad
Delores St	Redcoat	New Copeland	66	Chad
Westchester Dr	Rieck Rd	187 feet North	49	Chad
Tyler Park Dr	Rice Rd	DE	45	Kingswood
Becky Dr	Cloverdale	Briar Cove Dr	65	Kingswood
Kingswood Dr	Spring Creek Dr	Fall Meadow Dr	28	Kingswood
Top Hill Dr	Spring Creek	Old Bullard	32	Kingswood
Foxglove Cir	Rice Rd	Rice Rd	75	Kingswood
Foxglove Ln	Foxglove Cir	Larkspur Ln	40	Kingswood
Foxglove Ln	Foxglove Cir	Whippoorwill Dr	16	Kingswood
Larkspur Ln	Foxglove Ln	Ivy Trail	52	Kingswood
Whippoorwill Dr	Foxglove Ln	DE (Larkspur Ln)	57	Kingswood
Woodbridge Dr	Whippoorwill Dr	DE (Ivy Trail)	49	Kingswood
Woodbridge Pl	Woodbridge Dr	DE (Cul D Sac)	27	Kingswood
Ivy Trail	Woodbridge Dr	Larkspur Ln	54	Kingswood
Dennis Dr	Troup Hwy	Dinah Ln	41	Dennis
Scenic Dr	Spur 364 (County Line)	Pine Terrace Dr	70	Scenic
Ashford Cir	Sutherland	DE		Sutherland

Sutherland	Grande (N side)	DE		Sutherland
Rollins Dr	Sutherland	DE	58	Sutherland
Sutherland	Grande (S Side)	DE	60	Sutherland
Bently Ct	Sutherland Dr	Wellington (West end)	35	Sutherland
Joy	Sutherland	Beth		Sutherland
Powell Dr	Karen Dr	DE (Tina)	55	Sutherland
Tina	Powell Dr	RE Lee	46	Sutherland
Flat Rock	Balsam Gap	Elk River +~60'	42	Flat
Balsam Gap	DE (Flat Rock)	Manassas	42	Flat
Standing Rock	Elk River	150 ? South	42	Flat
Elk River Rd	Flat Rock Ln	Cherry Hill Rd	48	Flat
Princedale	Thornwood	150' South	45	Flat
Cul d Sac	Princedale	Princedale	75	Flat

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INVOICE NUMBER C-111

REYNOLDS & KAY LTD.
P.O. BOX 88
TYLER, TX 75710

TO: CHUCK SAMSON P.E.
CITY OF TYLER
P.O. BOX 2039
TYLER, TX. 75710

ESTIMATE #: 12 & FINAL
PROJECT #: 4303
DATE: 5/15/2024

2023 ASPHALT ENHANCEMENT

CONTRACT AMOUNT: $4,993,060.99

ITEM #	DESCRIPTION	UNIT	(A) ORIGINAL PROJECT ESTIMATE	(B) CONTRACT UNIT PRICE	(C) CONTRACT BID AMOUNT	(D) PREVIOUSLY COMPLETED WORK	(E) WORK COMPLETED THIS PERIOD	(F) WORK COMPLETED TO DATE	(G) (B) X (F) COST WORK COMPLETED
162	BLOCK SODDING	SY	50.00	$12.00	$600.00	10.00	0.00	10.00	$120.00
132	SELECT FILL	CY	400.00	$5.00	$2,000.00	58.00	0.00	58.00	$290.00
752	TREE ROOT BALL REMOVAL	EA	2.00	$1,000.00	$2,000.00	2.00	0.00	2.00	$2,000.00
316-A	AC-20-5TR	GAL	15,345.00	$4.95	$75,957.75	33,177.00	0.00	33,177.00	$164,226.15
316-B4	TYPE PD, GRADE 4 AGGREGATE	SY	38,362.00	$1.68	$64,448.16	93,761.00	0.00	93,761.00	$157,518.48
340-A	HMAC 1.5" (TYPE "D")	TON	15,531.00	$135.35	$2,102,120.85	16,259.90	0.00	16,259.90	$2,200,777.47
351-A	FLEX PVMT REPAIR 6"	TON	2,100.00	$153.00	$321,300.00	2,888.64	0.00	2,888.64	$441,961.92
354-A	PLANING 0"-2" DEPTH	SY	79,221.00	$2.16	$171,117.36	82,496.00	0.00	82,496.00	$178,191.36
479-A	ADJUST SANITARY SEWER MANHOLES	EA	150.00	$400.00	$60,000.00	117.00	0.00	117.00	$46,800.00
479-B	ADJUST WATER VALVES BOXES	EA	125.00	$300.00	$37,500.00	133.00	0.00	133.00	$39,900.00
479-C	ADJUST SANITARY SEWER CLEANOUTS	EA	10.00	$300.00	$3,000.00	17.00	0.00	17.00	$5,100.00
502	BARRICADES	LS	1.00	$185,000.00	$185,000.00	1.00	0.00	1.00	$185,000.00
529	REM & REPL CURB & GUTTER	LF	4,326.00	$49.00	$211,974.00	4,601.00	0.00	4,601.00	$225,449.00
530-A	REM & REPL CONC DRIVEWAY	SY	652.00	$115.00	$74,980.00	1,106.23	0.00	1,106.23	$127,216.45
530-B	CONCRETE VALLEY GUTTERS	SY	1,551.00	$139.00	$215,589.00	1,415.36	0.00	1,415.36	$196,735.04
662BY-4	WK ZN PV MRK REM (TAPE)(Y)(4")	LF	1,644.00	$1.15	$1,890.60	720.00	0.00	720.00	$828.00
662BW-4	WK ZN PV MRK REM (TAPE)(W)(4")	LF	424.00	$1.15	$487.60	0.00	0.00	0.00	$0.00
666SY-4	REFL PV MRK TY I (Y)(4")(SLD)	LF	13,150.00	$1.00	$13,150.00	0.00	0.00	0.00	$0.00
666SW-12	REFL PV MRK TY I (W)(12")(SLD)	LF	230.00	$4.00	$920.00	137.00	0.00	137.00	$548.00
666SW-8	REFL PV MRK TY I (W)(8")(SLD)	LF	265.00	$2.00	$530.00	100.00	0.00	100.00	$200.00
666SW-4	REFL PV MRK TY I (W)(4")(SLD)	LF	3,392.00	$1.00	$3,392.00	0.00	0.00	0.00	$0.00
666SW-24	REFL PV MRK TY I (W)(24")(STP & XWALK)	LF	601.00	$6.50	$3,906.50	277.00	0.00	277.00	$1,800.50
666A-L	REFL PV MRK TY I (LT TN ARROW)	EA	2.00	$165.00	$330.00	0.00	0.00	0.00	$0.00
666A-R	REFL PV MRK TY I (RT TN ARROW)	EA	1.00	$165.00	$165.00	1.00	0.00	1.00	$165.00
666A-SL	REFL PV MRK TY I (ST LT TN ARROW)	EA	4.00	$250.00	$1,000.00	1.00	0.00	1.00	$250.00
666A-SR	REFL PV MRK TY I (ST RT TN ARROW)	EA	2.00	$250.00	$500.00	0.00	0.00	0.00	$0.00
666-B	REFL PV MRK TY I (W)(BIKE SYMBOL)	EA	8.00	$250.00	$2,000.00	0.00	0.00	0.00	$0.00
672-II	RAISED PV MRK TY II (BLUE)	EA	60.00	$10.00	$600.00	0.00	0.00	0.00	$0.00
800	CONTINGENCY	LS	1.00	$200,000.00	$200,000.00	0.00	0.00	0.00	$0.00
SPL	ASPHALT ESCALATION	TON	0.00	$6.00	$0.00	2,412.88	0.00	2,412.88	$14,477.28

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REYNOLDS & KAY LTD.
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TYLER, TX 75710

TO: CHUCK SAMSON P.E.
CITY OF TYLER
P.O. BOX 2039
TYLER, TX. 75710

ESTIMATE #: 12 & FINAL
PROJECT #: 4303
DATE: 5/15/2024

2023 ASPHALT ENHANCEMENT

CONTRACT AMOUNT: $4,993,060.99

ITEM #	DESCRIPTION	UNIT	(A) ORIGINAL PROJECT ESTIMATE	(B) CONTRACT UNIT PRICE	(C) CONTRACT BID AMOUNT	(D) PREVIOUSLY COMPLETED WORK	(E) WORK COMPLETED THIS PERIOD	(F) WORK COMPLETED TO DATE	(G) (B) X (F) COST WORK COMPLETED
	ADD ALTERNATE 1 - Paluxy Group								
340-A	HMAC 1.75"-2" (TYPE "C")	TON	1,943.00	$135.35	$262,985.05	669.47	0.00	669.47	$90,612.76
351-A	FLEX PVMT REPAIR 6"	TON	221.00	$158.00	$34,918.00	270.12	0.00	270.12	$42,678.96
354-A	PLANING 0"-2"	SY	4,426.00	$2.70	$11,950.20	1,710.00	0.00	1,710.00	$4,617.00
529	REM & REPL CURB & GUTTER	LF	260.00	$49.00	$12,740.00	0.00	0.00	0.00	$0.00
479-A	ADJUST SANITARY SEWER MANHOLES	EA	3.00	$400.00	$1,200.00	1.00	0.00	1.00	$400.00
479-B	ADJUST WATER VALVES BOXES	EA	4.00	$300.00	$1,200.00	0.00	0.00	0.00	$0.00
502	BARRICADES	LS	1.00	$9,000.00	$9,000.00	1.00	0.00	1.00	$9,000.00
662BY-4	WK ZN PV MRK REM (TAPE)(Y)(4")	LF	470.00	$1.15	$540.50	0.00	0.00	0.00	$0.00
662BW-4	WK ZN PV MRK REM (TAPE)(W)(4")	LF	409.00	$1.15	$470.35	0.00	0.00	0.00	$0.00
666SY-4	REFL PV MRK TY I (Y)(4")(SLD)	LF	3,761.00	$1.00	$3,761.00	2,526.00	0.00	2,526.00	$2,526.00
666BY-4	REFL PV MRK TY I (Y)(4")(BRK)	LF	820.00	$1.00	$820.00	300.00	0.00	300.00	$300.00
666SW-4	REFL PV MRK TY I (W)(4")(SLD)	LF	3,275.00	$1.00	$3,275.00	0.00	0.00	0.00	$0.00
666SW-8	REFL PV MRK TY I (W)(8")(SLD)	LF	150.00	$2.00	$300.00	216.00	0.00	216.00	$432.00
666SW-24	REFL PV MRK TY I (W)(24")(STOP BAR)	LF	125.00	$6.50	$812.50	0.00	0.00	0.00	$0.00
666A-L	REFL PV MRK TY I (LT TN ARROW)	EA	9.00	$165.00	$1,485.00	0.00	0.00	0.00	$0.00
666A-SR	REFL PV MRK TY I (ST RT TN ARROW)	EA	2.00	$250.00	$500.00	0.00	0.00	0.00	$0.00
666A-SL	REFL PV MRK TY I (ST LT TN ARROW)	EA	2.00	$250.00	$500.00	0.00	0.00	0.00	$0.00
666-B	REFL PV MRK TY I (W)(BIKE SYMBOL)	EA	6.00	$325.00	$1,950.00	0.00	0.00	0.00	$0.00
672-II	RAISED PV MRK TY II (BLUE)	EA	7.00	$10.00	$70.00	0.00	0.00	0.00	$0.00
	ADD ALTERNATE 2 - Flat Group								
316-A	AC-20-5TR	GAL	1,275.00	$5.25	$6,693.75	1,275.00	0.00	1,275.00	$6,693.75
316-B4	TYPE PD, GRADE 4 AGGREGATE	SY	3,187.00	$2.30	$7,330.10	3,187.00	0.00	3,187.00	$7,330.10
340-A	HMAC 1.5" (TYPE "D")	TON	359.00	$137.00	$49,183.00	452.33	0.00	452.33	$61,969.21
351-A	FLEX PVMT REPAIR 6"	TON	177.00	$160.00	$28,320.00	88.65	0.00	88.65	$14,184.00
354-A	PLANING 0"-2" DEPTH	SY	1,693.00	$6.00	$10,158.00	3,235.00	0.00	3,235.00	$19,410.00
529	REM & REPL CURB & GUTTER	LF	65.00	$50.00	$3,250.00	160.00	0.00	160.00	$8,000.00
479-A	ADJUST SANITARY SEWER MANHOLES	EA	2.00	$400.00	$800.00	2.00	0.00	2.00	$800.00
479-B	ADJUST WATER VALVES BOXES	EA	3.00	$300.00	$900.00	3.00	0.00	3.00	$900.00
530-B	CONCRETE VALLEY GUTTERS	SY	0.00	$139.00	$0.00	66.72	0.00	66.72	$9,274.08
	ADD ALTERNATE 3 - Scenic Group								
316-A	AC-20-5TR	GAL	0.00	$5.25	$0.00	1,040.00	0.00	1,040.00	$5,460.00
316-B4	TYPE PD, GRADE 4 AGGREGATE	SY	0.00	$2.30	$0.00	2,900.00	0.00	2,900.00	$6,670.00
340-A	HMAC 1.5" (TYPE "D")	TON	335.00	$138.00	$46,230.00	268.34	0.00	268.34	$37,030.92
351-A	FLEX PVMT REPAIR 6"	TON	147.00	$160.00	$23,520.00	194.12	0.00	194.12	$31,059.20
354-A	PLANING 0" - 2" DEPTH	SY	1,365.00	$6.50	$8,872.50	1,365.00	0.00	1,365.00	$8,872.50
529	REM & REPL CURB & GUTTER	LF	10.00	$50.00	$500.00	0.00	0.00	0.00	$0.00
479-A	ADJUST SANITARY SEWER MANHOLES	EA	3.00	$400.00	$1,200.00	2.00	0.00	2.00	$800.00
672-II	RAISED PV MRK TY II (BLUE)	EA	2.00	$12.00	$24.00	0.00	0.00	0.00	$0.00

TOTAL COMPLETED & STORED TO DATE	$4,358,575.13
LESS 0% RETAINAGE	$0.00
TOTAL EARNED LESS RETAINGE	$4,358,575.13
LESS PREVIOUS PAID APPLICATIONS	$4,314,989.38
LESS PREVIOUS UNPAID APPLICATIONS	$0.00
CURRENT PAYMENT DUE	$43,585.75

Contract Summary 2023 Asphalt Enhancement			
Item	**Funding Source**	**Original Contract Amt**	**Final Contract Amt**
Asphalt Enhancement	Half Cent	$ 4,185,282.92	$ 4,360,930.63
High Friction Surface Treatment	Half Cent	$ 510,779.25	$ 518,374.69
Mirabeau CO No. 1 and 2	Half Cent	$ 421,977.45	$ 384,697.39
Traffic Dept Striping	Traffic	$ 38,497.50	$ 54,869.50
Lake Tyler	TWU	$ 258,501.32	$ 309,524.28
	TOTAL	**$ 5,415,038.44**	**$ 5,628,396.49**
	Project Reconciliation CO		**$ 213,358.05**
	TOTAL Half Cent	$ 5,118,039.62	$ 5,264,002.71
	Half Cent Reconciliation CO		**$ 145,963.09**