CITY COUNCIL AGENDA

Wednesday, August 14, 2024
9:00 am

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

CITY COUNCIL MEETING AGENDA

CITY COUNCIL CHAMBERS - CITY HALL

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

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

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AMERICANS WITH DISABILITIES ACT NOTICE

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

COURTESY RULES

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

INVOCATION

PLEDGE OF ALLEGIANCE

MINUTES

Request that the City Council consider approving the minutes of the regular called meeting of the City Council of the City of Tyler, Texas held on June 26, 2024.

PRESENTATION

P-1 Request that the City Council:
1) Consider receiving a presentation of the Fiscal Year 2024-2025 Proposed Budget;
2) Consider voting to place proposals to adopt an ad valorem tax rate and adopt the final fiscal year 2024-2025 budget as action items for the September 11, 2024 City Council meeting, and;
3) Consider voting to schedule public hearings on the proposed property tax rate and the proposed budget on the agendas for the August 28, 2024 and September 11, 2024 City Council Meetings.

MISCELLANEOUS

M-1 Request that the City Council consider authorizing the City Manager to execute a professional services contract with Freese and Nichols, Inc. to provide a new Comprehensive Master Plan for the City of Tyler.

M-2 Request that the City Council consider authorizing the City Manager to execute a contract with HDR Engineering, Inc., for the design of the 2024 Railroad Crossing Improvements for a total of $600,000.00.

CONSENT

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

C-A-1 Request that the City Council consider authorizing the City Manager to ratify the underground fuel storage tank project total of $443,855.89 to include an additional unforeseen charge of $187,494.88.

C-A-2 Request that the City Council consider ratifying a payment of $159,895.00 to Capps-Capco Construction, Inc., for the replacement of the failed Jeff Davis culvert.

C-A-3 Request that the City Council consider authorizing the City Manager to declare a Ford Explorer and Chevy Tahoe as surplus property and approve the inter-local agreement authorizing the sale to Lindale Independent School District for a total purchase price of $24,000.00.

C-A-4 Request that the City Council consider authorizing the City Manager to execute a contract extension with USIC Locating Services, LLC for locating and marking water, sewer, and stormwater underground facilities in a new contract amount not to exceed $500,000, Buyboard Contract Number 632-20.

C-A-5 Request that the City Council consider authorizing the City Manager to execute a Developer-City Participation Agreement that authorizes Tyler Water Utilities to participate in a project that extends sanitary sewer service to the Huntingtower Addition and remove an existing sewer lift station located at the Hamptons Retirement Facility in an amount not to exceed $188,880.00.

C-A-6 Request that the City Council consider authorizing the City Manager to purchase an additional 1/2-ton pickup from bid 23-084 to replace totaled unit 16300 for Lake Tyler Maintenance Complex for a purchase price of $47,700.00.

C-A-7 Request that the City Council consider authorizing the City Manager to execute Change Order No. 1 for the Capital Improvement Project (CIP) drainage construction contract with Hartbeat Construction for the Repair of Stormwater Inlet Boxes - 2024 project, Bid No. 24-016, increasing the contract amount from $282,866.00 to $320,449.50, funding the $37,563.50 (13.3%) increase with Stormwater Capital Outlay Budget funds.

C-A-8 Request that the City Council consider adopting a Resolution authorizing staff to file an application with the Texas Water Development Board (TWDB) for financial assistance not to exceed $2,000,000.00 related to the Lead Service Line Replacement Program following the Lead Service Line Inventory as mandated by the Texas Commission on Environmental Quality (TCEQ) and authorizing the City Manager or designee to take all actions needed to receive and expend grant funds.

C-A-9 Request that the City Council consider authorizing the City Manager to approve the re-plats of Lots 18 and 19, East Side No. 1, located on Lake Tyler.

C-A-10 Request that the City Council consider authorizing the ratification of the submission of the application and acceptance of the grant from the FAA totaling $1,561,237.00 to fund Grant 55 for the Airfield Lighting Vault Replacement at Tyler Pounds Regional Airport.

C-A-11 Request that the City Council consider authorizing the City Manager to award Tyler Bid No. 24-006 to B-C Company, Inc. for the Airfield Electrical Vault Replacement project at Tyler Pounds Regional Airport in the amount not to exceed $1,459,431.00.

C-A-12 Request that the City Council consider authorizing the City Manager to execute Work Order No. 4 for $9,730.00 with KSA Engineers for engineering services on the Pavement Classification Rating (PCR) Analysis through the 2023 approved Master Service agreement with Tyler Pounds Regional Airport

C-A-13 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-14 Request that the City Council consider authorizing the City Manager to execute an Additional Engineering Services Contract, in an amount not to exceed $152,700 with Langan Engineering for the Consent Decree Group 4 Remedial Measures Implementation ASR 3.

CITY MANAGER'S REPORT

ADJOURNMENT

MINUTES OF THE REGULAR CALLED MEETING OF
THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS
June 26, 2024

A regular called meeting of the City Council of the City of Tyler, Texas, was held Wednesday, June 26, 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:	Stuart Hene
Councilmembers:	Brad Curtis
	Shirley McKellar
	Broderick McGee (absent)
	James Wynne
	Lloyd Nichols
City Manager:	Edward Broussard
Deputy City Manager:	Stephanie Franklin
City Attorney:	Deborah G. Pullum
Deputy City Attorney:	Steve Kean
Senior Asst. City Attorney:	Alesha Buckner
Director of Organizational Development:	Regina Y. Moss
Planning Director:	Kyle Kingma
Chief Financial Officer:	Keidric Trimble
Chief Information Officer:	Benny Yazdanpanahi
City Fire Chief:	David Coble
Project Engineer:	Jacob Yanker
Director of Marketing & Communication:	Julie Goodgame
Police Chief:	Jimmy Toler
City Engineer:	Darin Jennings
Director of Utilities:	Kate Dietz
Director of Parks & Recreation:	Leanne Robinette
Director of Solid Waste, Transit:	Leroy Sparrow
Strategic Planner:	Blake Cathey
Legal Assistant:	Chris Cambra
City Clerk:	Cassandra Brager

INVOCATION

The Invocation was given by Mayor Pro Tem Hene.

MINUTES

Motion by Councilmember Wynne to approve the May 15, 2024 minutes; seconded by Councilmember McKellar; motion carried 6 - 0 & approved as presented.

ELECTIONS

E-1 **Request that the City Council consider canvassing the returns of the Tyler City Council Runoff Election held June 15, 2024, for District No. 2, Runoff Election set for that day and adopting an Ordinance declaring the results**. **(O-2024-64)**

District 2 Runoff Election results for City Councilmember
Petra Hawkins - 511
Stephen Dinger – 456

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

AWARDS

A-1 **Request that the City Council consider recognizing the following employee for his years of service and commitment to the City of Tyler. He represents 30 years of service with the City of Tyler.**

Edgar Sheffield Jr., Assistant Police Chief I, 30 Years of Service

RESOLUTION

R-1 **Request that the City Council consider adopting a Resolution authorizing the filing of an application with the Texas Parks and Wildlife Department (TPWD) for a Local Parks Grant for Stewart Park and authorizing the City Manager to take all actions needed to receive and expend grant funds. (R-2024-30)**

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

ORDINANCE

O-1 **Request that the City Council consider adoption of an Ordinance amending the Fiscal Year 2023-2024 Transit Budget by accepting a Federal Transit Administration (FTA) FY22 5307 Grant totaling $2,479,924. (O-2024-65)**

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

MISCELLANEOUS

M-1 **Request that the City Council consider authorizing the City Manager to execute a professional services contract in the amount of $ 1,804,750.00 with KSA Engineers, Inc. for the Bellwood Lift Station Abandonment and adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt and funded with Consent Decree bond funds. (R-2024-31)**

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

M-2 **Request that the City Council consider authorizing the City Manager to execute a Capitol Improvements Project contract in the amount of $1,392,181.00 with Capps-**

Capco Construction, Inc. for the Shackleford Creek Lift Station Improvements and adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt and funded with Consent Decree bond funds. (R-2024-32)

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

M-3 **Request that the City Council consider authorizing the City Manager to purchase playground equipment for W.E. Winters Park through the Buy Board Purchasing Cooperative from Kraftsman Commercial Playgrounds & Water Parks in the amount of $69,995.89.**

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

CONSENT

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

C-A-1 **Request that the City Council consider approving the final payment and retainage to Morton Enterprise in the amount of $13,787.78 for the 2024 Asphalt Crack Seal Project.**

C-A-2 **Request that the City Council consider authorizing the City Manager to declare designated vehicles as surplus and ready to be auctioned.**

C-A-3 **Request that the City Council consider adoption of a Resolution authorizing the City Manager, or the City Manager's Designee, to execute any necessary documents for the application, receipt, and expenditure of grant funds from the United States Department of Energy's Energy Efficiency and Conservation Block Grant (EECBG) Program in the amount not to exceed $162,770.00. (R-2024-33)**

C-A-4 **Request that the City Council consider authorizing the City Manager to ratify the purchase of a 20ft dump trailer from Kearney Trailers in the amount of $24,789.75 and Super Star Storage for $25,494.72.**

C-A-5 **Request that the City Council consider authorizing the City Manager to execute a contract amendment in the amount of $30,000 with KSA Engineers, Inc., for additional services related to the Southside Wastewater Treatment Plant Aeration Basin and Final Clarifier Improvements project.**

C-A-6 **Request that the City Council consider authorizing the City Manager to approve adding Holt Truck Sourcewell contract # 060920-NVS , Heil of Texas Sourcewell contract #110223-THC, and Mcneilus Company Sourcewell contract #110223-MCN to the Co-op and Sole Source Purchasing agreement whereby the City of Tyler can take full advantage of purchasing any and all items available through the cooperative.**

C-A-7 **Request that the City Council consider authorizing the City Manager to enter into a contract with Terminix Pest Control to provide City wide pest control**

services for all City of Tyler facilities in the amount of $73,800.00 over the next five (5) years and also add addendum 2 to the City-wide pest control contract.

C-A-8 Request that the City Council consider authorizing the City Manager to approve the partial release of water and sanitary sewer easement across Old Jacksonville Highway on Lot 32-C, NCB 1570-Q that has been verified as no longer needed.

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

CITY MANAGERS REPORT

1. First, I want to congratulate our firefighters. Our Tyler Fire Department participated in the Firefighter Challenge, the Southwest Regional Competition on June 6th through the 8th over in Oklahoma City. The Tyler Firefighter Challenge team competed with teams from all over the U.S. and Canada and they were able to beat their previous times and performed exceptionally well in multiple different parts of it. They opened a division relay, the regional team, the overall team. Our team's hoping to be able to go to the U.S. national competition or even the world competition in October. So Senior Captain Patrick Mayo kind of heads that up along with Engineer Terry Hawkins and both of them are excited. We're all excited about cheering them on to see if they can keep going.

2. Also, just some of the debris cleanup and everything. We want to give a special shout-out and thanks to the University of Texas at Tyler. On June 11th, 50 UT Tyler freshmen as part of their swoop week, helped to clean up the Goodman LeGrand Museum grounds. Due to the recent storms, it couldn't have been cleaned any sooner. They picked up thousands of limbs and made piles for our park crews to pick up. And as soon as they were through, the mowers were able to finally work on the ground. So we're very grateful to our UT Tyler friends and students there, especially those freshmen coming in as part of their swoop week to take part in that.

3. And so last couple of things, going back to the storm from at the beginning of June, FEMA was able to announce at the end of last week that the Disaster Recovery Center will be located at the Hub here downtown. And so that is open, I believe seven days a week and is there for anyone who wants to go have visits or kind of... they're open to just come in, walk in to be able to kind of have access to them. So that one we're putting out quite a bit of information on.

4. Two things kind of, one is still related to the storm, the debris cleanup. We continue with that. In fact, citizens can monitor that on our website with maps that we've been able to place for both streets cleanup, which is picking up our public debris, and then also for work orders that have been placed for private cleanup for trees and limbs through Solid Waste. Leroy will talk a bit about that status on the private side of pickup and how we are probably a couple weeks still from kind of finishing that out.

5. The other side is with the fire that occurred out at Rivers Recycling Center, which is the recycling center for kind of the northeast Texas market. How we've had to cease operations for curbside recycling service for the time being, probably for what we anticipate about over a year. But this recycling center itself is still open for those who want to be able to bring their items to the recycling center for recycling such as cardboard or plastic. Leroy, do you mind giving a little bit of an update on both of those items, sir?

Leroy Sparrow, Director of Solid Waste - So as far as Solid Waste with work order numbers, today we have about 400 work orders open today, which is about 300 for storm debris and about 100 bulky tickets. And we usually do about 150 a week, so that kind of lets you know two weeks is kind of what we're looking at, because we're ramping it up. We've completed about 200, about 140 storm tickets and 60 bulky. So usually each week we're hitting about 175 to 200, so it's at least a couple weeks to get those 400 tickets taken care of.

Mayor Warren – Stated, so when you say bulk, are you talking about...

Leroy Sparrow - Mattresses, sofas... ...

Mayor Warren - special, or other, mattresses and stuff?

Leroy Sparrow: That's bulky.

Mayor Warren - Because it has been kind of interesting with the storm, it seems like there have been some bulky items placed on top of the debris, just kind of take care of it all at once.

Leroy Sparrow -Yeah, and when they're together like that the crews just pick them up, that's when it'll go to the Landfill. If they're picking up bulk with the brush, if they're right there close together, they just pick them both up and take them to the Landfill.

Councilmember Wynne - Leroy, a question that's been posed to me in regards to recycling. Do individuals need to keep, or is the City going to come pick up recycling containers, the orange-lidded ones? And when will customers see that charge no longer on their water bill?

Leroy Sparrow: Yes, good question. So we like them to keep the cart. We have had some customers say they don't want it, they wanted us to come and get them. But we're freezing that charge, so starting in July, they won't see that charge on their bills anymore. It'll be zero. And we just ask, you know, if they like the program, they're going to keep it. If they like it, keep their cart.

Mayor Warren - But what can we put in that can that has an orange lid, and will it still get picked up at the normal recycle date to be taken to the Landfill?

Leroy Sparrow -So that's a good question. So as of now, we've still been picking those carts up. So starting in July, we'd like them to stop putting them out. We'd like them to stop using those cans because we're not going charge for them. It'd pretty much just be a can there. But as of right now, people have still been putting them out. And that's kind of what we educated them just because we figured they'd have the materials in them. So they've been putting them out. We've been dumping them. And of course, that material has been going to the landfill with the regular trash.

Councilmember Curtis: So July starting...we're starting July, we're not going to pick it up. Yeah. So the idea is we want them to keep them because we don't want to have to redistribute all these in a year.

Leroy Sparrow -Correct.

Mayor Warren - So how long do you think it will take for Rivers to get back up?

Leroy Sparrow -That's kind of, hopefully, they'll move fast-track. But we're thinking it'll probably take at least a year.

Mayor Warren - Okay.

Mayor Warren - Any other questions? Okay. Thanks Leroy. Good job.

Leroy Sparrow - No problem.

Mayor Warren - Appreciate you.

Leroy Sparrow - And like Ed said, the other one is our recycle center is still fully operational. So people can still come and bring their recycled Items to our downtown recycle center.

Councilmember Wynne-: I noticed Saturday when I was down there was a bigger crowd than usual.

Leroy Sparrow - We've seen the people have been calling and they've been like, "We've got nowhere to take..." And when I say people, I mean, it could be a different, in another city. We were taking it to Rivers, so they're bringing that material to us.

Mayor Warren - Okay. Thank you.

City Manager Edward Broussard - And finally, just to kind of especially the discussion about the debris pickup and everything kind of reminds me, we will be doing quite a bit of campaigns over probably towards the end of this week, and especially into next week, with the Fourth of July occurring. Obviously, it's one, you know, fireworks and a brush that has been sitting out at the curb for a month do not mix. And so we will be pushing that enforcement message out there, very much so, so that people will understand that fireworks are illegal in the City. They should not be fired off, and that you will be ticketed if caught by the Tyler Police Department.

Mayor Warren - Any comments or questions for City Manager? None. So, is Sunday your birthday?

City Manager Ed Broussard: That is correct. My understanding from my mother that that is the day. Yeah.

Councilmember McKellar: I love that. Early Happy Birthday.

Mayor Warren -Anyway, Happy Brthday soon. We're not going... we'll spare you with the Happy Birthday singing but Happy Birthday.

Councilmember Wynne- Shouldn't you check with your mom? I mean, I know you and math are a problem.

City Manager Ed Broussard -Everyone...You should always check to make sure, you know, every decision is made with Mom in mind.

Councilmember McKellar: That's right. And don't forget.

EXECUTIVE SESSION – City Council convened into executive session at 9:28 am

As allowed by the Texas Open Meetings Law, Chapter 551 of the Government Code, the City Council may go into executive session to consider the following:

Tex. Gov't Code Section 551.071, "Litigation", to deliberate pending or contemplated litigation or settlement offer involving:

1) Leondra Leach v. City of Tyler lawsuit, Cause No. 20-2049-A, and
2) Abdias Rosales v. City of Tyler lawsuit, Civil Action No. 6:23-cv-00245

Litigation is, by its nature, an on-going process, and questions may arise as to trial tactics, or settlement offers which need to be explained to the City Council. Upon occasion, the City Council may need information from the City Attorney as to the status of the pending or contemplated litigation subjects listed above.

As allowed by the Texas Gov't Code Section 551.072 "Real Estate," the City Council will discuss the purchase, exchange, sale, lease, or value of real properties, the public discussion of which would have a detrimental effect on the negotiating position of the City.

Any final action to be taken by the City Council will be taken in open session.

City Council reconvened from executive session at 10:31 am with the following

Mayor Pro Tem Hene made the motion to approve settlement agreements for the following lawsuits: Leandra Leach versus City of Tyler, lawsuit case number 20-2049-A and Abdias Rosalez versus City of Tyler lawsuit civil action number 6:23-CV-00245.

Mayor Warren - Do we have to get the amounts of the settlements?

Mayor Pro Tem Hene- The first lawsuit settlement amount is $40,000.00 and for the second lawsuit settlement amount is $15,000.00.

Councilmember Curtis – Second the motion.

Motion by Mayor Pro Tem Hene; second by Councilmember Curtis; motion carried 6-0 and motion carried.

ADJOURNMENT

Motion by Councilmember McKellar to adjourn the meeting at 10:32 am; seconded by Councilmember Wynne; motion carried 6 - 0 & meeting adjourned.

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

A T T E S T:

_____
CASSANDRA BRAGER, CITY CLERK

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. P-1

Date: August 14, 2024

Subject: Request that the City Council: 1) Consider receiving a presentation of the Fiscal Year 2024-2025 Proposed Budget; 2) Consider voting to place proposals to adopt an ad valorem tax rate and adopt the final fiscal year 2024-2025 budget as action items for the September 11, 2024 City Council meeting, and; 3) Consider voting to schedule public hearings on the proposed property tax rate and the proposed budget on the agendas for the August 28, 2024 and September 11, 2024 City Council Meetings.

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

A general overview of the Fiscal Year 2024-2025 Proposed Budget is being presented as part of this agenda item. The Texas statutes require the City Council to vote to place a proposal to adopt the tax rate on the agenda of a future meeting as an action item.

Per statutory and charter requirements, the City Council is required to consider scheduling a public hearing on the proposed property tax rate and the proposed budget. It is recommended that public hearings be scheduled for the August 28, 2024 and September 11, 2024 City Council Meetings. Adoption of the property tax rate and the final Fiscal Year 2024-2025 Budget is scheduled on September 11, 2024 with the new fiscal year beginning October 1, 2024.

RECOMMENDATION:

It is recommended that the City Council:
1) Accept the presentation of the Fiscal Year 2024-2025 Proposed Budget.
2) Vote to place proposals to adopt the property tax rate of $0._____ and adopt the final fiscal year 2024-2025 budget as action items for the September 11, 2024 City Council meeting.
3) Vote to schedule public hearings on the proposed property tax rate and the proposed budget on the agendas for the August 28, 2024 and September 11, 2024 City Council meetings.

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

Edited/Submitted By:

City Manager

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. M-1

Date: August 14, 2024

Subject: Request that the City Council consider authorizing the City Manager to execute a professional services contract with Freese and Nichols, Inc. to provide a new Comprehensive Master Plan for the City of Tyler.

Item Reference:

In 2007, the City of Tyler adopted Tyler 21 (now Tyler 1st) as the master plan for the City's future. This 20 year plan has been implemented to a large degree and has served as the foundation for how the City makes decisions and prioritizes its operations. The plan included a robust public engagement process so that it was representative of the community's goals and aspirations. As the planning horizon of Tyler 21/Tyler 1st comes to a conclusion, it is now an opportunity to look to the future and begin a new master planning process for the next 20 years.

The new Comprehensive Master Plan will help the community shape future growth to preserve the quality of life and promote prosperity and well-being over the next generation. While covering all traditional elements of a comprehensive plan, the project will focus on assuring extensive community participation and dialogue regarding the City's future, creating a strategic framework for decision-making about growth and development, and providing the City with an urban design framework to enhance existing and future development. The planning process will also focus on issues for which there are multiple cross-cutting responsibilities and where understanding of tradeoffs and the potential consequences of choosing different courses of action is most important. This process will be led by a Steering Committee appointed by the Mayor, comprised of individuals who are representative of our community.

The contractor recommended for this effort is Freese and Nichols, Inc., a national planning, architecture and engineering firm based in Fort Worth. In addition to the planning services provided by Freese and Nichols, Inc., additional expertise will be subcontracted to the following firms:

- Halff and Associates (area planning, code analysis)
- ETC Institute (public opinion survey)
- TXP, Inc. (economic analysis and development)
- Additional sub-consultants may be added to the team as needed.

As noted in the attached scope and budget for this effort, the total cost over three fiscal years will be $750,000, paid through the Development Services Fund. The scope also includes the intent to seek reimbursement funding from the Texas Government Land Office for resiliency planning.

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to execute the attached professional services contract with Freese and Nichols, Inc. to provide a new Comprehensive Master Plan for the City of Tyler.

Attachments:
Professional Services Agreement and Scope
FNI Proposal

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

Edited/Submitted By:
City Manager

STATE OF TEXAS §
§
§
§
COUNTY OF SMITH §

STANDARD FORM AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES ON SMALL-MEDIUM PROJECTS

This AGREEMENT is entered into, with an Effective Date of August 14, 2024 by and between the CITY OF TYLER, in Smith County, Texas, hereinafter referred to as "CITY", and Freese and Nichols, Inc. (FNI), hereinafter referred to as "CONSULTANT" for the purpose of acquiring all professional engineering and/or architectural services required for the project known as "Tyler Comprehensive Plan", hereinafter called the "PROJECT".

1. **Consultant's Scope of Services and Additional Services.** The Consultant will perform only the services specifically described in this Agreement and set forth in **Exhibit "A**", the Consultant's Scope of Services**.** If requested by the CITY and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage.

2. **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
   a. Designate in writing a person to act as its representative (hereafter called the "Project Manager"), such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
   b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
   c. Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
   d. Arrange for access to the site and other property as required for the Consultant to provide its services.
   e. Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
   f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
   g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
   h. Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.

3. **Period of Services**.
   a. Unless otherwise stated herein, the Consultant will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services.

   b. Times for performance shall be extended a sufficient amount to compensate for any delays or hindrances caused by unavoidable events or circumstances beyond the Consultant's control. The amount of the extension shall be reasonably determined by the City's Project Manager, provided, however, that the Consultant shall give the Project Manager prompt notice in writing of the cause of such delay.

   c. No claims shall be made by the Consultant for damages resulting from hindrances or delays from any cause, except where the Work is stopped by order of the Project Manager. In which case, both Parties agree that they will mutually designate a neutral third-party cost mediator, who shall be paid for by CITY, to determine

the reasonable additional direct costs due to the Consultant for such work stoppage. If said cost mediator's opinion of payment due is not paid by the CITY or if not accepted by the Consultant shall be deemed a substantial breach of the contract. Alternatively, if said payment is paid and accepted it shall be deemed as an accord and satisfaction of all costs owed, due to the work stoppage.

4. **Method of Payment.** Client shall pay Consultant as follows:
   a. Consultant 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 Client. Payment of each invoice shall include payment of any applicable sales tax and will be made within 30 days of receipt. If the Client fails to make any payment due under this Agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.

   b. The CITY may, on account of subsequently discovered evidence, withhold the full amount or part of any payment to the Consultant to such extent as may be necessary to be protected from loss on account of Consultant's: i) undelivered or substandard work, ii) claims filed or reasonable evidence of probable filing of claims against Consultant, iii) failure to properly pay sub-contractors or for material or labor, iv) damage to the CITY, or v) failure to submit progress updates upon request of the CITY. When the above grounds are removed or the Consultant provides a Surety Bond satisfactory to the CITY, which will protect the CITY in the amount withheld, payment shall be made for amounts withheld because of them.

5. **Use of Documents.** The E/A's Instruments of Service (including but not limited to plans, field surveys, maps, cross sections, drawings, specifications, calculations, electronic files, source code and other data related to the Project) are and shall remain the property of the E/A until final payment has been made to the E/A. Upon final payment to the E/A, said E/A's Instruments of Service shall automatically pass to and become the property of the CITY without restriction as to their subsequent uses. However, all documents and data prepared by the Consultant are related exclusively to the services described in this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and, to the extent permitted by law, the Client shall indemnify, and hold the Consultant harmless from all claims, damages, losses, and expenses, including but not limited to attorneys' fees, resulting from such modification or reuse. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

6. **Public Information Act.** Consultant acknowledges that Client 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 Consultant in full, Client shall work with the Consultant to protect any information deemed to be confidential by seeking an Opinion from the Texas Attorney General as allowed by State law.

7. **Intellectual Property.** Consultant may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Consultant or its affiliates ("Intellectual Property") in the performance of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Consultant maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to

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use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Consultant and its affiliates.

8. **Opinions of Cost.** It is understood by the Parties that the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, methods of determining prices, or competitive bidding or market conditions. Therefore, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on E/A's best judgment as an experienced and qualified professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

9. **Termination.** 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 Consultant shall invoice the CITY for all work completed. The Consultant shall be compensated in accordance with the terms of this Agreement for all services rendered and expenses incurred and approved by the CITY up to the date of termination.

10. **INDEMNITY. EACH PARTY AGREES TO INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY AND THEIR 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 (COLLECTIVELY, THE "HARM") ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT, BUT ONLY PROPORTIONALLY TO THE EXTENT THAT THE HARM WAS CAUSED BY THE NEGLIGENT OR INTENTIONAL TORTIOUS ACTS OR OMISSIONS OF THE INDEMNIFYING PARTY, ITS SUBCONSULTANTS, EMPLOYEES, AGENTS, OR ANYONE FOR WHOSE ACTS THE INDEMNIFYING PARTY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIMS OR DAMAGES OCCURRED ON PROPERTY BELONGING TO THE CITY. THIS INDEMNIFICATION OBLIGATION PROVIDED HEREIN SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT AND SHALL BE ENFORCEABLE DESPITE A DETERMINATION OR FINDING OF CONCURRENT, COMPARATIVE, OR CONTRIBUTORY NEGLIGENCE OF EITHER PARTY.**

11. **Extra Costs.** The Consultant shall not be responsible for extra costs resulting from circumstances that are beyond the Consultant's control or related to the failure of contractors to perform work in accordance with the plans and specifications. Additionally, the Parties acknowledge that until such time as the Consultant issues final, fully approved plans and specifications, all preliminary plans are subject to substantial revision. Therefore, the Consultant shall have no responsibility for any costs arising out of CITY's decision to obtain bids or proceed with construction before the Consultant has issued final, fully approved plans and specifications.

12. **Certifications.** All requests for the Consultant to execute certificates, lender consents, or other third-party reliance letters must be submitted to the Consultant at least 14 days prior to the requested date of execution. The Consultant shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

13. **Dispute Resolution**. All claims arising out of this Agreement, or its breach shall be submitted first to mediation as a condition precedent to litigation. A request for mediation shall be filed in writing to the other Party to this Agreement. Within 60 days of the filing of the request, the parties shall hire a neutral third-party mediator and share the mediator's fee, any filing fees or other associated costs equally. The mediation shall be held in the place where the Project is located unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

14. **Hazardous Substances and Conditions.** The Consultant shall immediately notify the City of Tyler Fire Department and the Project Manager of any hazardous substances or conditions of which the Consultant actually becomes aware or has reasonable belief of its existence. The Consultant may stop affected portions of its services until the hazardous substance or condition is abated. The Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation.

15. **Construction Phase Services, if required**.
    a. If the Consultant is required in the Scope of Services (see Exhibit "A") to prepare construction documents and conduct periodic site visits, the purpose of said site visits are to provide the CITY a greater degree of confidence that the completed work of its contractor(s) will generally conform to the construction documents prepared by the Consultant, and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by contractor(s).

    b. However, the Consultant shall not supervise, direct or have authority or control over any contractor(s)' work, and therefore the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment usage, sequence, schedule, safety programs, and/or safety practices. Nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Parties acknowledge that the Consultant can neither guarantee the performance of contractors, nor assume responsibility for any contractor's failure to perform its work in accordance with the contract documents, nor be responsible for job site safety of the contractor(s).

    c. The Consultant shall not be responsible for any duties assigned to it in the construction contract that are not expressly agreed to either in this Agreement or in subsequent amendments thereto.

16. **Insurance Required**. The Consultant agrees, at its sole expense, to maintain on a primary basis during the life of this Agreement and the performance of work hereunder, insurance coverage, limits, and endorsements required herein. The insurance required by this contract shall be primary insurance, noncontributory, and the City of Tyler, as the Certificate Holder, shall be named as Additional Insured as respects to General Liability and Auto, and shall have a Waiver of Subrogation as respects to General Liability, Auto and Workers' Compensation.
    a. **Commercial General Liability Insurance**: At a limit of liability not less than *[insert amount set by Risk Dept]* dollars ($_____) Each Occurrence, $ *[insert amount set by Risk Dept]* dollars ($_____) General Aggregate per project.
    b. **Statutory Workers Compensation Insurance**
    c. **Professional Errors and Omissions Liability:** Limit of liability not less than *[insert amount set by Risk Dept]* dollars ($_____)Each Claim, [insert amount set by Risk Dept] dollars ($_____)Annual Aggregate 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. Self-Insured-Retention shall not exceed twenty-five thousand dollars ($25,000).

17. **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the CITY and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. No Party to this Agreement may assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of this Agreement, without the written consent of the other Party. The Consultant may augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates and will not exceed the total cost opinion it provided for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, and/or independent subconsultants.

18. **Confidentiality.** The Consultant shall obtain approval by CITY of any and all photographs of the project, and any facts, data, and information obtained by the Consultant in the performance of its services prior to Consultant's use and dissemination of same. However, if any photographs, facts, data or information are specifically identified in writing by the CITY as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

19. **Miscellaneous Provisions.**
    a. 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 Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral.

    b. This Agreement can be supplemented or amended only by a written document executed by both parties. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

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

Consultant: Freese and Nichols, Inc.
Attn: Chance Sparks, FAICP, CNU-A
Principal/Vice President
1251 Sadler Dr., Building 1, Suite 1150
San Marcos, TX 78666
512-617-3156

OWNER: City of Tyler
Attn: Kyle Kingma, AICP
City Planning Director
P.O. Box 2039
Tyler, TX 75710
903-531-1178

20. **Attachments.** Exhibit A, Scope of Services, Tyler Comprehensive Plan, Exhibit B, Consultant's Project Schedule, and Exhibit C, Consultant's Fee Summary, attached hereto, are hereby incorporated herein for all purposes.

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FOR THE CITY OF TYLER, TEXAS:

ATTEST:

By: _____
City Manager Date

Edward Broussard

By: _____
City Clerk

Cassandra Brager

APPROVED:

By: _____
City Attorney's Office Date

_____
Printed Name

RECOMMENDED:

By: _____
Department Leader Date

_____
Printed Name

CITY COUNCIL APPROVAL (if required):

AGENDA ITEM NUMBER: _____

DATE APPROVED: _____

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Exhibit A

Scope of Services

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ARTICLE I

BASIC SERVICES: FNI shall render the following professional services in connection with the development of the Project:

PROJECT UNDERSTANDING

The City of Tyler (City, Client) has engaged Freese and Nichols (FNI) to prepare a Comprehensive Plan consistent with state and national best practices, affiliated with a Texas General Land Office Resilient Communities Program Subrecipient Agreement. This includes recommendations related to housing, land use, and other topics noted in the scope of services below. As required by the Subrecipient Agreement, this plan includes integration of risk and mitigation findings from the applicable hazard mitigation action plan, as well as ordinance amendments to development regulations (referred to as triage amendments in this scope of services) to codify necessary changes to implement the comprehensive plan. This includes updates to the area plans for Downtown, UT-Tyler and Midtown Area Plans. The Midtown Area Plan is expected to be a comprehensive update. The UT-Tyler Area Plan is an update focused primarily on land use and adjacencies to support/leverage the university's transition to higher tiers and increased services. The Downtown Area Plan is an update focused on next steps and potentially consideration of gateway/transition areas into downtown responsive to market pressure and local interest in expansion. This understanding is operationalized in the scope of services provided below under Phase 1.

Engagement and meetings are separately scoped under Phase 2, with the intent of allocating budget/resources and then defining their use via a Public Engagement Plan, rather than seeking to specify all engagement in specific itemized fashion within this scope.

The City has also engaged FNI to prepare a comprehensive evaluation and revision to the Unified Development Code consistent with standards, procedures and best management practices in Texas. FNI understands the focus of this will involve streamlining for user experience, addressing conflicts and inconsistent language resulting from amendments over time, modernizing enforcement and relief options, and implementation of policy direction from the comprehensive plan. Comprehensive reorganization is possible if the need is determined through diagnostic assessment. This understanding is operationalized in the scope of services provided below under Phase 3.

SCOPE OF SERVICES

Tasks prepared as part of this planning effort may occur concurrently or sequentially where appropriate, or in some cases may deviate from the sequence shown in this Scope of Services document. The result will be a professional plan document containing all information described in the tasks below. For the purposes of plan organization/readability, aspects of each task may be shifted into different chapters or appendices as appropriate.

Phase 1: Comprehensive Plan

Task 1.1: Project Management and Quality Control

Perform general project management and control project quality, progress and budget for the scoped period of completion, including FNI's monthly reporting and invoicing requirements, monthly status/coordination meetings with the City, and similar efforts. Internal team coordination meetings for

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project effort will also take place. This can be structured to align with requirements of the General Land Office Resilient Communities Program requirements, if necessary.

Task 1.2: Project Initiation and Logistics

1. Project Initiation
   Facilitate one (1) conference call or virtual meeting with City staff will take place at the beginning of the project to familiarize all parties with the scope, project schedule, project kick-off, data request needs and timing, invoicing, communication and key staff, and other significant considerations advantageous to understand prior to the kick-off. Schedule compression at the beginning of the project may prompt this effort to be integrated into the Kick-off Meeting and Tour, below.
2. Kick-off Meeting and Tour
   Attend one (1) kick-off meeting with the City. The purpose of the meeting will be to build upon discussions of the staff initiation conference call. Immediately following the Kick-off Meeting, participate in one (1) site tour of the city to provide spatial context to conversations about the City's challenges and opportunities. If unable to conduct this as an in-person tour, the City will provide a recommended tour route and key information elements. FNI and the City may also mutually agree to other approaches.
3. Project Website
   Establish an interactive project website, with translation to Spanish alternative, that supports integrated community engagement tools in a seamless platform supportive of desktop and mobile access. This will include various survey tools, interactive pin-drop maps, online ideas walls, and similar tools.

Task 1.3: Draft Introduction and Community Snapshot

FNI may place the following information within the body of the Plan, or place in an appendix and shift the introduction to the Vision chapter to enhance readability. Likewise, for readability and context, information may be placed elsewhere in the document for improved context to recommendations (i.e. housing inventory data may appear in a chapter focused on neighborhoods)

1. Baseline Analysis
   a. Study a historic timeline of the City, including major events impacting physical development of the community.
   b. Analyze historic population and related growth trends and patterns, including housing stock data.
   c. Explain patterns and impacts of demographic information collected. Demographic data will be based upon the most recent U.S. Census American Community Survey data available at the time Notice to Proceed is given by the City, unless otherwise agreed.
2. Context Analysis
   a. Review past and ongoing planning efforts conducted by the City.
   b. Evaluate regional initiatives.
   c. Conduct a physical features assessment, including topography, floodplains, developed/undeveloped land, natural features, sensitive environmental areas, natural assets and hazards, and other physical implications that impact growth and development.
   d. Identify strengths, weaknesses, opportunities, and constraints related to the physical/environmental conditions, policy/regulatory conditions, and ownership and land

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assembly conditions at play in the study area.

Task 1.4: Draft Vision and Guiding Principles

1. Community Vision: Develop a vision statement based on an assessment of City feedback regarding goals and vision, an understanding of existing community constraints, and a summary of public input and feedback.
2. Guiding Principles: Develop guiding principles based on analysis, community input and feedback received at the beginning of the process. Alternatively, this could take the form of key transformative moves for the City that then serve as the plan's organizational framework.
3. Metrics: Develop outcome metrics and measures to support the City in demonstrating measurable progress towards the City's desired future state.
4. Summary of Community Engagement: Summarize feedback from the community in both qualitative and quantitative terms in a way that demonstrates the Plan is driven by the community. This may be separated and placed in an appendix.

Task 1.5: Draft Land Use and Development

1. Existing Land Use Analysis. Assess the land use characteristics of the City, including:
   a. Analysis of types of land use (color-coded by category) and quantified by acres.
   b. Discussion of existing development patterns and land use relationships, both opportunities and constraints.
2. Future Land Use Plan
   Develop a future land use plan that considers existing land use information, neighborhood compatibility, current zoning regulations, economic development strategies, past development patterns, infill and redevelopment opportunities, and community perspectives. The plan will include the following:
   a. Location of future residential, non-residential, mixed use, open space and institutional land uses along with appropriate development types, intensities and compatibility.
   b. Identification of character districts with high-level recommendations related to improving and enhancing the public realm, character, and community identity through urban design.
   c. Identification of an area/corridor plan identification process and recommended area plans.
3. Growth Projections
   a. Estimate the current population of the City based upon reputable 3rd party data sources, such as the U.S. Census Bureau or Texas Demographic Center.
   b. Integrate available data sources from the City to support growth trends, such as building permit data.
   c. Development of 20-year population projection scenarios using reputable 3rd party data sources, City trend data, data from City utility system master plans, and similar sources.
4. Hazards and Resilience
   a. Integrate relevant portions of the Smith County Multi-Jurisdiction Hazard Mitigation Plan.
   b. Identify additional local hazard risks such as flooding, wildfire, drought, severe storms and extreme heat, along with potential human-caused shocks and stresses.
   c. Explain how the plan mitigates the identified local risks.

Task 1.6: Area Plan Updates

This scope includes updates to the area plans for Downtown, UT-Tyler and Midtown Area Plans. The Midtown Area Plan is expected to result in a new plan to include a more robust engagement and

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analysis process. The UT-Tyler Area Plan is expected to be a plan update focused primarily on land use and adjacencies to support/leverage the university's transition to higher tiers and increased services. The Downtown Area Plan is expected to be a plan update focused on feasible next steps and consideration of gateway/transition areas into downtown responsive to market pressure and local interest in expansion.

The area plan updates will generally address the following:

1. Existing Conditions Framework
    a. Area-specific SWOT analysis
    b. A high-level look at existing frameworks in the designated area with identification of general opportunities and recommendations related to land uses, the public realm, and open spaces in the area.
    c. Opportunities for improving connectivity to and through the area for vehicles, bicycles, and pedestrians, with specific focus on enhancing the pedestrian experience. Including consideration of context, such as connectivity with adjacent neighborhoods, areas, and assets.
2. Area Mobility
    a. Pedestrian Circulation Analysis – analyze pedestrian circulation related to parking, bicycling, and mass transit.
    b. Intersection Design – analyze and provide recommendations on intersection design to promote pedestrian, bicycling, and mass transit.
    c. Street Cross Sections – review and provide recommendations for streets within the area, including sidewalks, bicycle lanes, parking, lighting, street furniture, and other elements.
    d. Bicycle Network – develop a bicycle network for the area, including appropriate facility design compatible with cross sections and intersection crossings.
    e. Nighttime Walkability/Safety Evaluation – conduct evaluation and develop recommendations that can help make the area more walkable and welcoming, especially at night.
3. Area Development Opportunities
    a. High level branding and activation recommendations, as needed. Including strategies related to creating active building frontages, placement and locations for gateways, wayfinding, and public art, and physical recommendations related to the ability to host public gatherings and community events. This task does not include the actual designs for wayfinding signage, gateway monuments, art pieces, etc.
    b. High-level identification of opportunities for infill development, redevelopment, and open spaces within the study area, including underutilized lots and buildings, aimed at creating vitality and vibrancy in the area.
    c. Future Land Use direction specific to the area, addressing use, form, compatibility and transitions.
    d. Identification of specific opportunities and strategies to promote and accommodate housing in the area.
4. Action Plan
    a. Prioritized action plan noting near-, mid-, and long-term implementation of the physical public realm and infrastructure elements recommended in the Plan.
    b. Action items matrix with timeframes, potential resource needs, and key players/roles for coordinated actions related to successful implementation of the physical public realm and infrastructure elements recommended in the Plan.

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Task 1.7: Housing & Neighborhoods

1. Description of the existing housing stock composition, including such data as total number of units, number of units in structure, vacancy rate and similar data, and projection of needed units and breakdown in the next 10 years based on growth projections in Task 5.
2. Qualitative analysis of supply and condition of the City's housing stock as well as a high-level evaluation of neighborhood completeness in terms of where residents have easy, convenient access to many of the places and services they use daily including grocery stores, restaurants, schools and parks, without relying heavily on a car.
3. Identification of future housing and diversification needs, including identification of a variety of existing and recommended neighborhood and housing programs to address any emerging issues and long-term community resilience. This includes consideration of infill practices, retrofitting, incremental redevelopment and activation.
4. Health and Wellness: describe current indicators of health, life expectancy, quality of healthcare, and availability of health foods. Identification of community needs to improve the City's overall health profile.

Task 1.8: Infrastructure + Public Facilities and Services

1. Working with existing data from City, review the capacity of existing water treatments plant, elevated storage tanks, and pump stations to identify additional room for growth based on number of connections and TCEQ requirements. Wastewater treatment plants permitted capacity will also be evaluated based on average annual daily flows. Water lines, wastewater lines, and lift stations will not be evaluated.
2. Recommendations related to enhancing sustainability and resilience of utility systems, public facilities and community response times.
3. Recommendations related to stormwater management and resilience, as well as parks and open space policy guidance for future Parks, Recreation and Open Space Master Plans.
4. Analyze state of City facilities, services, activities, and programs and generate recommendations for city facility needs to accommodate the next 20 years of expected growth.

Task 1.9: Transportation and Mobility

1. Compile pertinent current planning and capital programming efforts to ensure that connectivity with other current and long-range regional system enhancements is considered. Data will be collected from the City of Tyler, the Texas Department of Transportation (TXDOT), the Tyler Metropolitan Planning Organization (TMPO), and transit providers.
2. Conduct a general overview of the existing mobility system to identify policy opportunities and investment needs to support the Comprehensive Plan vision and direction of the future land use plan. This should consider qualitative consideration of:
    a. Current local and regional travel patterns
    b. Key planning, growth, and development influences
    c. Identified issues and needs of the transportation network
3. Recommend updates of the Thoroughfare Plan to address community need, regional connectivity, and long-term needs for thoroughfare network development.
4. Review current design standards and recommendations prepared for each functional class of street.
5. Provide a list of short and long-term actions for implementation of the thoroughfare plan and include roadway needs, policy considerations (traffic impact analysis, etc.), and other programmatic items (pavement management program, etc.).

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Task 1.10: Economic Development and Fiscal Resilience

For the comprehensive plan as well as area plans described in Task 6:

1. Conduct a market assessment and develop fiscal performance baseline for the City. Review data and findings from the Tyler Economic Development Corporation.
2. Evaluate economic approaches and challenges in the City and Region, and develop strategies to build economically resilient and diverse communities.
3. Analyze the broad factors influencing new development, redevelopment and visitor activity in the City, focusing on complete neighborhoods and equitable access to economic opportunity while addressing density needs and variables that influence the vibrancy of commercial corridors and nodes.
4. Prepare recommendations and findings that take into consideration the City's position within the Region's competitive economic development environment, seeking to identify those attributes that can distinguish the City and bring about the desired quality of life.
5. Assess fiscal resilience of the Plan's recommendations in terms of anticipated net revenue position and return-on-investment.

Task 1.11: Implementation

The intent is for this to be a "implementation forward" Plan. That means each topical section of the plan noted in tasks 5-10 (with area plans as standalone) will incorporate implementation goals, policies, and actions. FNI reserves the right to place implementation information within the body of the Plan chapters, elsewhere in the document or in an appendix to enhance clarity, context and readability of the overall document. Implementation will include:

1. Goals, policies, and action items for each topical chapter, followed by information needed to backup or add detail to those action items
2. An action plan in a matrix format; including applicable implementation techniques (such as regulatory actions, programs, and intergovernmental partnerships) and prioritization with appropriate time periods

Task 1.12: Triage Amendments to Development Regulations

If necessary to comply with requirements of the General Land Office Resilient Communities Program grant, create triage amendments to the Unified Development Code to implement the Comprehensive Plan. This does not include modifications to any engineering criteria manuals, zoning map amendments or a comprehensive rewrite of the Unified Development Code. Comprehensive revision is addressed in Phase 3.

Task 1.13: Preparation of Final Documents & Adoption

1. Draft Report and Code Amendments
    a. Individual draft elements will be sent throughout the planning process, in alignment with the tasks above. The City will consolidate comments from staff and provide one set of consolidated comments per plan element to FNI.
    b. A full draft of the Comprehensive Plan and Code Amendments (Draft 1) that will be provided to the City and other parties the City wishes to include for internal review and comments. The City will consolidate comments from staff and others on Draft 1, and provide one set of consolidated comments within three (3) weeks of submission. The FNI will facilitate a

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comment review meeting to clarify any comments, if needed.

c. A revised full draft of the Comprehensive Plan and Code Amendments (Draft 2) will be provided that addresses the comments from Draft 1. This draft will serve as the draft for public review and comment and Planning and Zoning Consideration.
d. Changes will not be made to Draft 2 based on the public feedback gathered in 12.1(c) above, public feedback and comments will be provided in their entirety to City Council along with the draft plan for consideration and discussion.

2. Develop online interactive comprehensive plan executive summary, built on ESRI ArcGIS StoryMap architecture.
3. Final Report and Deliverables
   a. Produce an "as adopted" final report and code amendments to incorporate any changes requested during the adoption process by City Council.
   b. The plan document will be prepared in Adobe InDesign and mapping will be done via ESRI's ArcGIS software. Other graphic software may be utilized at the consultant's discretion.
   c. Deliverables will be provided in digital format (PDF), including both text and mapping, such that it will be easily reproducible. Amendments to the development regulations will be developed in Microsoft Word and exported to PDF as needed. Electronic files of the final Comprehensive Plan and code amendments will be provided to the City, along with relevant GIS data. StoryMap, if used, will be provided via ESRI AEC Project Delivery or developing the StoryMap natively under a temporary license access provided by the City.

PHASE 2 ENGAGEMENT AND MEETINGS

Task 2.1: Engagement and Meetings

$120,000 is allocated towards public engagement activities other than the statistically valid survey described in Task 2.2. The City and FNI will mutually agree to a Public Engagement Plan that allocates this effort, allowing for a more collaborative approach, definition of roles between project team members and the City, and agility to adjust based on observed needs. The Public Engagement Plan will include the following at a minimum:

1. Approach to advisory committee meetings (if any), their makeup, number, and distribution between in-person and virtual.
2. Identification of key population cohorts to engage to ensure an inclusive process and complete picture of community needs and desires, including any specialized populations that have historically been excluded or not inclined to participate.
3. Approach to other stakeholder meetings (if any), their makeup, number, and distribution between in-person and virtual.
4. Types of in-person engagement to be deployed, including descriptions of effort, number and roles/responsibilities between FNI and the City and within the FNI project team.
5. Types of virtual engagement to be deployed, including descriptions of effort, number and roles/responsibilities between FNI and the City and within the FNI project team.
6. Approach to the public hearing and adoption of the Comprehensive Plan, triage amendments and Unified Development Code.
7. A travel/trip plan for number of trips and appropriate staffing levels from the FNI project team.
8. An approach for modifying the Public Engagement Plan.

Task 2.2: Statistically Valid Survey

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Through a subconsultant ETC Institute, a statistically valid survey will be conducted in support of the comprehensive plan effort. This effort is summarized as follows:

1. Designing the survey and preparing the sampling plan, on the basis of a target sample of 600+ responses.
2. Administering the 15-20 minute survey
3. Analysis and Final Report, including survey methodology

PHASE 3 UNIFIED DEVELOPMENT CODE

Task 1: Initiation, Form and Outline

1. Prepare and finalize a project work plan/outline based on updating/rewriting the Unified Development Code.
2. With direction from the City, define other critical regulations outside of those listed in the Unified Development Code from the Code of Ordinances with which to align the Unified Development Code for consistency and cross-reference as needed, or potential inclusion.
3. Preparation of the Unified Development Code does not include development of or revisions to Engineering Criterial Manuals, Construction Specifications and Standards Manuals, or Development Manuals, but such manuals will be cross-referenced and enabled as appropriate. Such revision services are available as an additional service.

Task 2: Diagnostic of Current Regulations

Produce a Code Diagnostic and Analysis Report to lay the foundation for revising the existing regulations. The diagnostic report will be used to guide the creation of the Development Regulations update. It is important that consensus is reached on the recommended changes and approach to streamline the ordinance writing process. The diagnostic report will be in memorandum/report format (approximately 30-40 pages in length), which will summarize the issues and recommended changes to the existing regulations, informed by the direction of the Comprehensive Plan.

This will focus effort to streamline the remainder of the process, identifying issues with all Code users and stakeholders, discussing potential resolutions and identifying the selected course of action.

FNI will conduct engagement as defined in the Public Engagement Plan in Phase 2. In addition to the engagement input, the report will consider the following:

1. Evaluation of Comprehensive Plan in Phase 1 for relevant impacts to the regulatory environment not addressed in triage amendments.
2. Best practices evaluation, including the changing legislative and case law environments.
3. Establishment of the recommended organizational structure for the development codes.

City Staff is responsible for providing one set of consolidated comments on the draft report within 14 calendar days of receipt. FNI and City Staff will conduct one virtual meeting to review the City's comments. FNI will provide a revised report for discussion and direction at a joint workshop with the Planning & Zoning

Commission and City Council. Based on the joint workshop direction, FNI will provide a final electronic deliverable of the report.

Task 3: Preparation of UDC

DRAFT

FNI will undertake preparation of the UDC based upon the findings of the Comprehensive Plan and the Diagnostic Evaluation to achieve a set of development codes that is implementable, legal, internally consistent and aligned to the vision.

1. Annotated Outline
   FNI will develop an annotated outline, potentially as part of the diagnostic report, establishing any revised organizational structure and how the current organization of the UDC crosswalks to the new organizational structure.
2. Module Drafting Process
   The process for creating the development regulations will be divided into several distinct parts (modules) to allow for focused and topical discussion between City Staff and FNI. City Staff is responsible for providing one set of consolidated comments for each part, with conflicting comments either resolved or identified for a facilitated commend resolution conversation.
   a. FNI will prepare one working draft for each of module. FNI will provide a brief (approximately one hour) virtual orientation session to introduce each module to City Staff.
   b. One set of consolidated comments from City Staff within 28 calendar days of receipt of the working draft. After written comments have been provided, FNI and City Staff will hold a virtual call (approximately one to two hours, as needed) to review City Staff's comments and direction.
   c. FNI will complete one revision following receipt of review comments, which will be included in the Full Discussion Draft.
3. Full Discussion Draft
   a. Based on City Staff comments and revisions to the module draft reviews, FNI will prepare a Discussion Draft.
   b. FNI will deliver the discussion draft to the City, with City staff providing one review within 28 calendar days of receipt. FNI will edit as necessary, and post on the project website for public review.
   c. FNI will review all comments with City Staff and address as necessary to prepare a Final Draft for adoption consideration.
4. Zoning Map – This scope of services does not include amendments to or development of a new zoning map.
5. Final Draft and Adoption
   a. FNI will prepare a draft set of development regulations for adoption consideration, and advise as necessary on the adoption process and notifications.
   b. The Final Draft will be posted on the project website for public transparency.
   c. FNI will attend in-person and facilitate one joint workshop with the Planning & Zoning Commission and City Council to review the draft development regulations and discuss initial feedback.
   d. FNI will provide a revised draft of the development regulations for adoption consideration.
6. Final Deliverables
   a. Produce an “as adopted” UDC to incorporate any changes requested during the adoption process by City Council.
   b. The UDC will be developed in Microsoft Word and exported to PDF as needed. Electronic files of the final UDC will be provided to the City in both Word and PDF, along with relevant GIS data.

DRAFT

ARTICLE II

ADDITIONAL SERVICES: Additional Services to be performed by FNI, if authorized by Client, which are not included in the above-described basic services, are described as follows and require an amendment or separate task authorization, billed hourly in accordance with the rates outlined in Exhibit C:

A. Making revisions to drawings or other report documents when such revisions are 1) not consistent with approvals or instructions previously given by Client or 2) due to other causes not solely within the control of FNI.
B. Meeting or trips in excess of the number of meetings included in Article I, as established in the approved Public Engagement Plan, for coordination meetings, public meetings or other activities.
C. Preparing engineering criteria manuals, and construction standards and specifications.
D. Preparing data and reports for assistance to Client in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
E. Revisions, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
F. Providing basic or additional services on an accelerated time schedule. This includes cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the Client.
G. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.
H. Providing document revisions in excess of those outlined in Article I.
I. Live language translation for public meetings and engagements.

ARTICLE III

RESPONSIBILITIES OF OWNER: Client shall perform the following in a timely manner so as not to delay the services of FNI:

A. Provide meeting space and coordinate equipment needs, room set up, and logistics for meetings outlined in Article I.
B. Contact meeting invitees for stakeholder and public meeting(s). This includes email, mail, newsletter or other forms of public notification and outreach.
C. Examine and provide prompt feedback on all submittals, draft reports, sketches, drawings, and other documents presented by FNI within a reasonable time so as not to delay the services of FNI. Client comments should be consolidated with clear and concise edits, preferably typed for legibility.
D. Designate in writing a person to act as Client's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define Client's policies and decisions with respect to FNI's services for the Project.
E. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.
F. Bear all costs incident to compliance with the requirements of this Article IV.
G. It is assumed that the City will provide all necessary base mapping data in ESRI's ArcGIS compatible electronic format in order to generate necessary mapping.

DRAFT

Exhibit B

Consultant's Project Schedule

DRAFT

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services within eighteen (18) months of the notice to proceed.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in Client or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement and will be based upon rates outlined in Exhibit C.

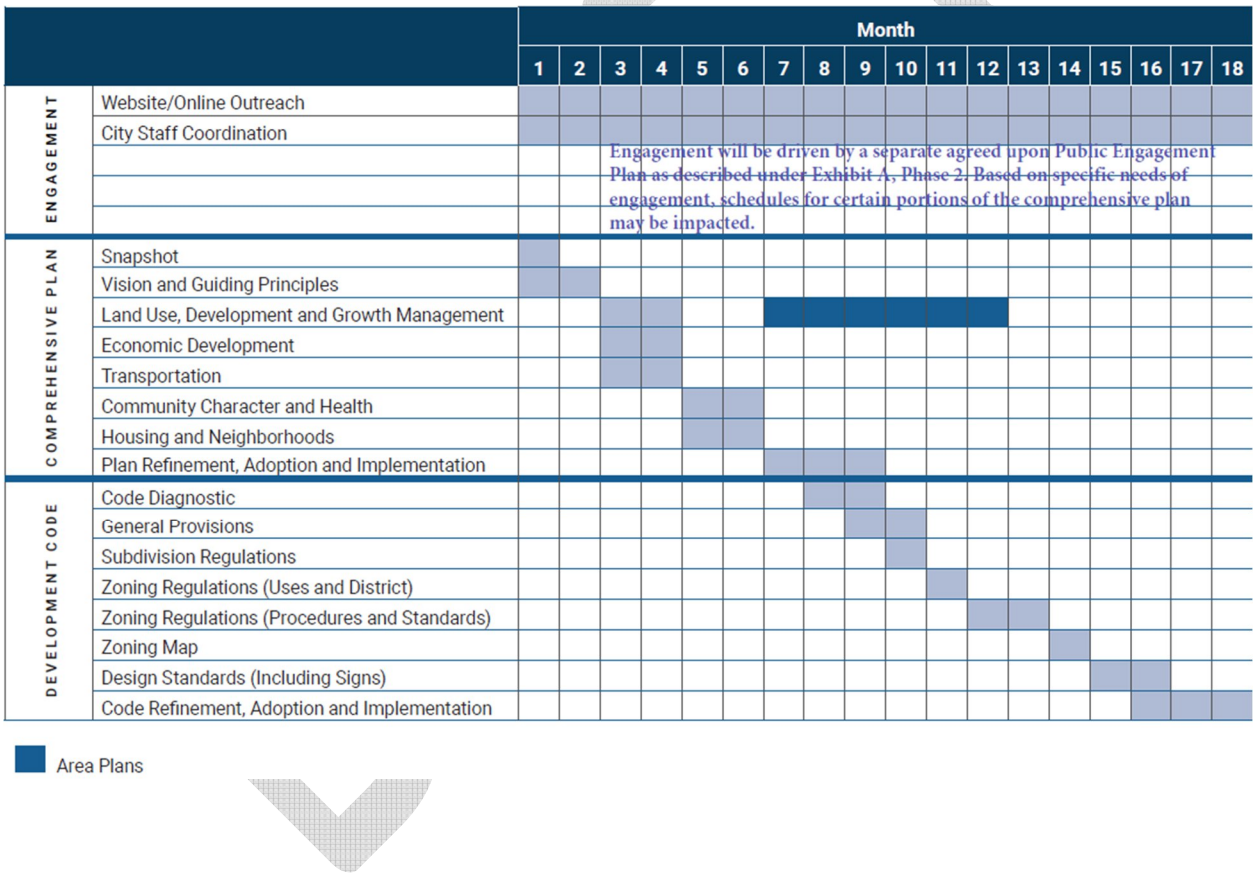


Exhibit C

Consultant's Fee Summary

DRAFT

Compensation to FNI for Basic Services in Attachment SC shall be the lump sum of Seven Hundred Forty Nine Thousand Nine Hundred Eighty One Dollars ($749,981).

If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the following Schedule of Charges.

Position	Hourly Rate
Professional 1	131
Professional 2	160
Professional 3	178
Professional 4	206
Professional 5	241
Professional 6	275
Construction Manager 1	113
Construction Manager 2	140
Construction Manager 3	152
Construction Manager 4	191
Construction Manager 5	230
Construction Manager 6	262
Construction Representative 1	101
Construction Representative 2	113
Construction Representative 3	140
Construction Representative 4	152
CAD Technician/Designer 1	111
CAD Technician/Designer 2	143
CAD Technician/Designer 3	177
Corporate Project Support 1	106
Corporate Project Support 2	128
Corporate Project Support 3	170
Intern / Coop	65
Senior Advisor	175

Rates for In-House Services and Equipment

Mileage

Standard IRS Rates

Technology Charge

$8.50 per hour

Bulk Printing and Reproduction

	B&W	Color
Small Format (per copy)	$0.10	$0.25
Large Format (per sq. ft.)		
Bond	$0.25	$0.75
Glossy / Mylar	$0.75	$1.25
Vinyl / Adhesive	$1.50	$2.00
Mounting (per sq. ft.)	$2.00	
Binding (per binding)	$0.25	

Equipment

Valve Crew Vehicle (hour)	$75
Pressure Data Logger (each)	$500
Water Quality Meter (per day)	$100
Microscope (each)	$150
Ultrasonic Thickness Guage (per day)	$275
Coating Inspection Kit (per day)	$275
Flushing / Cfactor (each)	$500
Backpack Electrofisher (each)	$1,000

	Survey Grade	Standard
Drone (per day)	$200	$100
GPS (per day)	$150	$50

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multipler of 1.10. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These ranges and/or rates will be adjusted annually in February. Last updated 2024.









PROPOSAL

City of Tyler

Comprehensive Plan

June 24, 2024

FREESE AND NICHOLS

214-217-2200 | freese.com
12770 Merit Drive, Suite 900 | Dallas, TX 75251

June 24, 2024

Kyle Kingma, AICP, CFM
Planning Director
City of Tyler
423 West Ferguson Street
Tyler, Texas 75702

RE: Comprehensive Plan

214-217-2200 | freese.com
12770 Merit Drive,Suite 900
Dallas, TX 75251

Dear Mr. Kingma and Selection Committee Members:

After thoroughly reviewing the City of Tyler's (City) request for a Comprehensive Plan, we are confident that the Freese and Nichols, Inc. (FNI) Urban Planning + Design (UP+D) team, coupled with the expertise of TXP, Inc. (TXP) and Halff and Associates (Halff), featuring their local Tyler office, is the perfect partnership for this effort. Building on our history working with, and in the City of Tyler, we are prepared to help your community drive toward an aspirational yet realistic plan and development regulations that will chart a new vision reflective of your culture and geography, designed to address the broad community down to the neighborhood level, in a unique manner that speaks to your residents. The team we have assembled brings national experience, as well as comprehensive and local understanding. We bring innovation and creativity, but always focus on the needs and desires of your community. In this proposal, we have detailed many reasons why the FNI team is the ideal choice, including:

UNPARALLED PRACTICAL EXPERIENCE IN PLANS AND CODES — Our partnership leverages extensive expertise in developing and implementing detailed plans for cities, considering various cultures, growth rates, staff capacities, and financial resources, while ensuring the community's vision is achieved. Our team for Tyler, led by two AICP College of Fellows members Chance Sparks and Wendy Bonneau, offers a portfolio of award-winning designs and results, anchored in city management and planning expertise, to align with your community's needs. We aim to proactively create policies for long-term commitments, improve quality of life through strategic investments, and reconcile developers' and the community's interests by fostering market-responsive, fiscally sustainable new developments, small business innovation and other priorities.

SPECIALISTS IN COMMUNITY ENGAGEMENT AND VISIONING — Community input is vital to the planning process, yet to many consultants it can easily become performative rather than meaningful. We have long recognized that a plan that is reflective of the desires of citizens leads to greater community buy-in, furthering successful implementation. ***Both FNI and Halff are renowned for highly effective public engagement, bringing a broad toolkit of 50+ engagement techniques that can be customized to the City's needs, including hybrid approaches of in-person and virtual engagement.*** We believe in meeting people where they are. This has always been our practice because the public expects access at their convenience and we want to facilitate inclusive participation. Our involvement typically generates strong momentum and engages community partners to ensure successful implementation post-adoption, which, as we understand from our local involvement in Tyler, is essential to the community.

SUSTAINABLE DESIGN LEADERSHIP — This project team represents the most accomplished combination of firms to support stewardship, resiliency and balance. FNI led both the Region 4 Sabine and Region 5 Neches Regional Flood Plans in the Tyler area. ***FNI approaches stewardship of client and regional resources with resiliency and balance.*** We are a charter member of the Institute of Sustainable Infrastructure and designed the world's first Envision®-rated pipeline. Our sustainable work also includes LEED®-certified facilities, low-impact development (LID) and green stormwater infrastructure (GSI) designs, Complete Streets projects, and water reclamation and reuse. FNI, Halff and TXP are accomplished in holistic resilience, with a deep understanding of shocks, stresses and the role development patterns, design practices and integrated planning plays in mitigating both natural and human-caused hazards.

We are excited about continuing to work with the City of Tyler. Please contact either of us directly if you have any questions regarding this proposal.

Sincerely,

Wendy Bonneau, FAICP | Vice President/Principal
817-735-7259 | wendy.bonneau@freese.com

Chance Sparks, FAICP, CNU-A | Project Manager
830-221-6415 | chance.sparks@freese.com

Executive Summary

FIRM OVERVIEW

Founded in 1894, FNI is a privately owned, multidiscipline professional consulting firm, offering municipal experience supported by urban planners, architects, landscape architects, engineers, environmental scientists and construction representatives.

We have 34 established offices across the Southeast and Southwest U.S. **Our accomplished 1,200+ member staff works seamlessly across all disciplines, giving you the benefit of multiservice integration with an approach that is as innovative as it is practical.**

FNI specializes in serving local governments with a range of expertise and innovative solutions that solve critical infrastructure issues. **FNI does not work for developers, and we regularly turn away work that will conflict with the long-standing and positive relationships with our local government clients.** Our focus on serving local governments is instilled in our firm's culture. We are dedicated to serving the City.

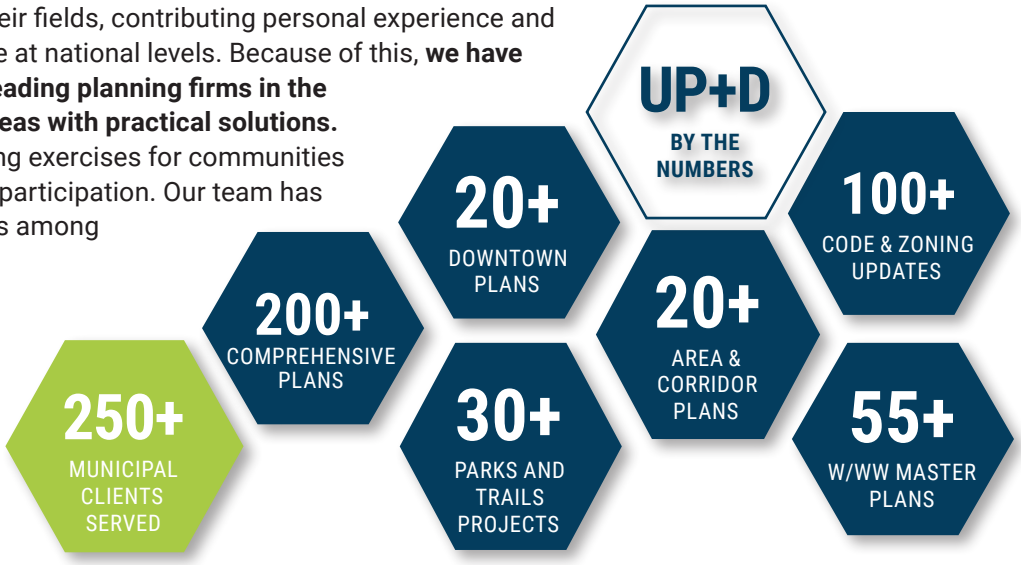
In addition to our expertise as planning and engineering consultants, several FNI project team members bring practical municipal experience, having previously worked in other City planning departments. **The City will benefit from our well-rounded team and each team member's expertise in their areas of specialization.**

FNI Urban Planning + Design Team

The FNI UP+D Group is one of the **largest consulting groups of urban planners in the Southern U.S.** and has provided services to more than 250 clients. We have seen some of our long-term clients grow from populations of less than 5,000 to more than 300,000 – **all strengthened by our sound planning guidance.**

Our team is committed to meeting your needs with responsive, innovative concepts that often exceed expectations. **Regionally, our group has developed not only comprehensive and downtown plans, but also plans for transportation, small areas, water supply and distribution, wastewater, parks and open space, stormwater, hazard mitigation and resiliency.** We have a history of carrying these plans through to implementation with zoning and subdivision regulation rewrites, impact fee feasibility studies and infrastructure/facilities projects.

FNI staff members are leaders in their fields, contributing personal experience and knowledge to the planning discipline at national levels. Because of this, **we have earned a reputation as one of the leading planning firms in the Southern U.S., offering visionary ideas with practical solutions.** We are skilled in conducting visioning exercises for communities to facilitate stakeholder and citizen participation. Our team has proven results in building consensus among stakeholders.



FNI's Award-Winning, Nationally Recognized Team

Our proposed team includes several planners serving in elected APA positions. ***Wendy Bonneau serves on the National APA Board of Directors, bringing knowledge and best practices from across the country to our team.*** FNI's UP+D Team consistently receives awards and recognition from various professional groups and publications for their innovative planning services. While we are dedicated to excellence in every project, we are honored to receive recognition for the following projects from the last five years, and have received awards for more than 15 consecutive years:

2023



COMPREHENSIVE PLANNING AWARD
Envision McAllen, City of McAllen



GOLD ACHIEVEMENT AWARD FOR BEST PRACTICE
Unified Development Code, City of Bee Cave



GOLD ACHIEVEMENT AWARD FOR IMPLEMENTATION
Downtown Master Plan, City of Midlothian

2022



COMPREHENSIVE PLANNING AWARD
2040 Comprehensive Plan, City of Siloam Springs



PUBLIC OUTREACH AWARD, GOLD
Zoning Ordinance, City of Cleburne



COMPREHENSIVE PLAN AWARD
Comprehensive Plan, City of Pflugerville



PLANNING ACHIEVEMENT AWARD – URBAN DESIGN, GOLD
Seabrook Livable Center Study, City of Seabrook

2021



PLANNING ACHIEVEMENT AWARD – BEST PRACTICE, GOLD
Unified Development Code, City of Brownsville



PLANNING ACHIEVEMENT AWARD – PUBLIC OUTREACH, GOLD
Corpus Christi Area Development Plans, City of Corpus Christi

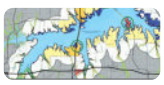


PLANNING ACHIEVEMENT AWARD – TRANSPORTATION PLANNING, SILVER Bergstrom Spur Corridor Study, Capital Area Metropolitan Planning Organization

2020



COMPREHENSIVE PLAN AWARD
Lubbock Comprehensive Plan, City of Lubbock



PLANNING ACHIEVEMENT AWARD – BEST PRACTICE, SILVER
Bois d'Arc Lake Plan and Zoning, Fannin County



PLANNING ACHIEVEMENT AWARD – TRANSPORTATION PLANNING, GOLD
Transportation Master Plan, City of North Richland Hills



NATIONAL PLANNING ACHIEVEMENT AWARD, GOLD
Implementation of Lewisville 2025 Plan, City of Lewisville



PLANNING ACHIEVEMENT AWARD – URBAN DESIGN, SILVER
Colleyville Plaza Design, City of Colleyville

APA, Texas Chapter APA, Arkansas Chapter APA, National

Teaming Partners

Halff and Associates

Halff is an employee-owned corporation founded in 1950 by Albert H. Halff, PhD-Eng., PE. As one of the nation's leading planning and engineering consulting firms, they preserve Dr. Halff's legacy of integrity, dedication to client service and commitment to quality.

Halff has the in-house knowledge to undertake this critically important project. Firmwide, Halff has more than 1,500 employees, including 85 Planning and Landscape Architecture professionals across their offices. They have completed similar comprehensive plans for more than 100 communities.

They are supported by professionals in multiple disciplines, including engineers, hydrologists and environmental specialists who bring experience working on comprehensive plans and can provide behind-the scenes technical experience where needed to make their plans not only visionary, but realistic and achievable.

Select Recent Awards

- City of Baytown Parks and Recreation Department Master Plan 2022 Planning Excellence Award, Texas Recreation and Park Society (TRAPS)
- 2021 Houston-Galveston Area Council Parks and Natural Areas Award, Special Recognition
- Pearland Multi-Modal Master Plan 2021 Transportation Planning Achievement Award (Gold), American Planning Association (APA)-Texas Chapter
- Temple Comprehensive Plan 2021, Central Texas Section of APA Honors
- Walter E. Long Park Vision Plan 2021 Unrealized Projects, Merit Award, Texas Chapter of the American Society of Landscape Architects
- University Avenue Corridor Study, Bryan/College Station, Texas 2020 Honor Award for Designed- Unrealized, American Society of Landscape Architects, Texas Chapter
- Broken Arrow NEXT Comprehensive Plan 2020, Outstanding Plan Award, American Planning Association, Oklahoma Chapter

TXP, Inc. (TXP)

TXP is an economic analysis and public policy consulting firm with more than 33 years of experience. TXP's consultants have decades of experience working with communities focused on economic diversification and resiliency. Past projects have included small area master plans, citywide economic development studies, corridor redevelopment, expanding tourism and recreational attractions, and higher education. The common theme in these studies was the need to link economic opportunity with market demand and the financial resources required for implementation. TXP has worked both as the lead consulting firm on projects, as well as in a subconsultant role. For larger comprehensive plans, TXP typically serves in a support capacity focused on economic development and financing.

Firm Qualifications and Experience



Comprehensive Plan and Unified Development Code

City of McAllen

FNI was engaged to prepare a progressive, innovative comprehensive plan and reform McAllen's development regulations into a unified development code (UDC) concurrently to the plan effort.

Core to this effort was an equity-centered, highly-transparent approach to accessing the planning process, using a combination of in-person and virtual engagement tools that function well in a multilingual environment. Stakeholders were engaged, particularly from underrepresented and historically-excluded groups alongside the development community, leading to major reform efforts centered on a redevelopment focus within the core of the City. Vision and guiding principles were developed that dually-informed the plan and code processes, featuring the complex cosmopolitan culture and international economy.

The land use element deployed a scenario-based approach, emphasizing outcome metrics, consequences of different approaches and tradeoffs, and fiscal impact of different development patterns. This resulted in a "complete communities" approach emphasizing activity centers and active corridors, comprehensive housing reform to support redevelopment through incremental and "Missing Middle" approaches, and policy guidance framed around strategies to bridge gaps between resident vision and market/development interest.

Transportation and mobility, while addressing common transportation issues, placed emphasis on the role such facilities play in public health outcomes and accessing opportunity. Seeking to balance what has been an auto-centric approach to right-of-way (ROW) management, the plan and code implement "safe and balanced streets" through policy and regulation and supporting both greenfield and infill scenarios. Housing and neighborhoods were analyzed for their vitality, and completeness in meeting the needs and quality-of-life desires of residents, directly informing an updated zoning map to support redevelopment in a way that allowed existing residents to participate in redevelopment opportunities themselves rather than being displaced. The elements are distilled into an implementation plan, focused on outcome metrics, specific actions and other measurable efforts to chart an effective course for McAllen's future.

Key to this was an innovative "rolling diagnostic" of codes conducted in parallel to the plan elements, informing the concurrent code process so that new regulations could be adopted within six months of plan adoption, fast-tracking the most critical element of implementation. The resulting code features some of the most progressive changes in Texas, ranging from major housing reform to parking reform to streamlined redevelopment. Given the multilingual location, the code is drafted to ease translation and features a variety of graphics to help reduce language barriers.



Unified Development Code

City of Brownsville

FNI prepared a UDC for the City of Brownsville. The code combined zoning regulations, subdivision regulations and a variety of supplemental regulations into a coordinated, modern, progressive set of standards.

The goal was to streamline processes and clarify standards for increased understanding, with a strong emphasis on using graphics to convey regulations due to the cross-border, bilingual nature of the local development industry and local community.

The City Commission had established a strong desire to improve the long-term fiscal health of the City through advocacy of infill development and removal of regulatory barriers to redevelopment. This involved a unique audit and diagnostic review of existing regulations by FNI serving as Interim Director of Planning for the City of Brownsville for more than two months, allowing the unique perspective of having applied existing ordinances in a practical manner.

The resulting innovative hybrid development code includes a form-based code for the downtown, with provisions to support mixed use and housing diversity throughout the City, as well as Complete Streets principles. The code also took into account recent significant changes resulting from the State Legislature through a unique system of streamlined processes and regulatory incentives.

The code was unanimously adopted in December of 2020, with an effective date in March. Developers embraced the code early, with more than 75% of projects choosing to opt-in and a sharp increase in small-scale/missing middle infill development in the core of the city. Throughout the project we shifted from in-person to virtual as COVID impacted the community, but still delivered the code in the rapid 12-month schedule. The team also worked through the international character of the development industry.



Comprehensive and Downtown Plan

City of Seguin

FNI prepared a comprehensive plan and downtown plan as concurrent, coordinated efforts. In recent years, the City has expanded beyond the previously defined boundaries of its existing comprehensive plan, adopted in 2010.

The City also has experienced explosive growth in residential development, especially in the last three years. To account for this growth and direct future growth to meet the City's vision, an update was needed to identify community goals and provide guidance on planning-related decisions to help shape the City's future. Key features of the comprehensive plan include a context-based approach to future land use, consideration of environmental justice issues, a framework for area planning based on equity, housing and economic resiliency, and implementation coupled with outcome metrics for effectiveness and reporting back to the public. The downtown plan features a catalyst-based approach focused on placemaking, incremental development approaches, pedestrian environment and programming, with a detailed implementation structured like a strategic plan.

Both the comprehensive master plan and downtown plan featured a combination of virtual and in-person engagement, including a combination of advisory committee meetings, stakeholder meetings, community events, open houses, virtual open houses, online surveys and interactive map feedback systems. The project included an interactive project website seamlessly integrating all virtual tools that provided enhanced transparency.



FNI managed an extensive community outreach program, including:

- 3 community events
- 18 Steering Committee meetings
- 18 City Council meetings
- 10 Planning and Zonging (P&Z) Commission meetings
- 3 online surveys
- Numerous stakeholder events
- FNI is now actively developing their UDC Update

Comprehensive Plan

City of Georgetown

FNI developed the City of Georgetown's 2030 Comprehensive Plan. FNI worked closely with City staff and a Steering Committee throughout the 22-month plan development process.

The plan includes four major elements focused on the following key issues:

Land Use – Scenario land use planning utilizing the City's fiscal impact model to verify fiscally responsible growth. Scenario development focused on the number and type of dwelling units, amount of commercial square footage and opportunity to support target industry employment centers.

Housing – Affordability, diversity and preservation of housing stock with special consideration for senior, low-income and workforce populations. The housing element was supported by community development strategies.

Subarea Planning – Furthering implementation of the City's Williams Drive Study, including recommendations that focus on land use, connectivity and streetscape design.

Gateways and Image Corridors – A review of the existing corridor classifications and designations along 14 corridor segments, resulting in the development of two new corridor classifications and redesignation of multiple corridors to better reflect the vision for Georgetown's image.

The City organized an On-The-Table event, which enabled more than 1,400 participants to conduct and participate in discussions at their home or office with friends, family, neighbors or other groups of 8 to 12 people, and report the information back to the City via photo, email or drop-off. The citywide engagement day coincided with National Night Out, while community members were encouraged to participate in the exercise on that day, the toolkits were also available throughout the month. FNI also provided the City with a tool to proactively monitor key focus indicators to track progress on achieving each of the plan's goals are working or if further adjustments are needed. The resulting plan is framed around thought-provoking graphics that visually convey the key messages and recommendations of the plan in a way the average citizen is excited to read.



> This was an incredibly challenging project, complicated further by COVID. The timeline was almost double what was originally planned. The whole FNI team was helpful, adaptable, and positive. We appreciate the flexibility and reliability of the group. The FNI team is talented and has substantial subject-matter expertise which aided the project in reaching adoption. The City of Plano very much appreciates your support.
>
> Christina Day
> Director of Planning
> City of Plano

Comprehensive Plan

City of Plano

The City of Plano adopted their award-winning Plano Tomorrow Comprehensive Plan in 2015. The City selected FNI to conduct a five-year update and to facilitate an Ad Hoc Committee input process.

The City council selected members of the committee to provide guidance on amendments for certain components of the comprehensive plan. The committee's recommendations were considered by the City's P&Z Commission and City Council for feedback, recommendations and future action. FNI was tasked with the responsibility of guiding the committee in assessing the issues of the current plan and identifying solutions for the update.

The City Council set out to address these key topics in a plan update. A 16-member Comprehensive Plan Review Committee (CPRC) was created and tasked with developing an updated plan addressing key issues. The City Council, determined to have community buy-in, the City Council set a high requirement of 75% CPRC member support to recommend the updated plan to the P&Z and City Council. FNI supported several initiatives to increase efforts to involve the public and key stakeholders in playing major roles in the decision-making process. This project highlights FNI's ability to design a collaborative and methodical process to build consensus. FNI facilitated the committee's weekly discussions and provided professional knowledge and experience on a diverse range of planning topics to educate the CPRC and help them make well informed decisions.

FNI initiated this project with a public workshop to identify and understand the CPRC's initial concerns and recommendations for proposed plan amendments. FNI then created a comprehensive work plan based on the committee's input to cover each topic of interest within the project timeframe. FNI developed a structured forum to educate, discuss, address questions and consolidate the CPRC's ideas into a solution for plan and policy amendments.

The project resulted in a new, updated comprehensive plan for the City of Plano, formulated by the Ad Hoc Committee with support of the FNI team. The update's main feature was how the plan addressed the key issues. The plan focused on providing the specificity and clarity citizens need to understand the plan's recommendations. A few major highlights included the development of guiding principles, future land use dashboards, a land use and housing inventory tool, and zoning process improvement. The CPRC and P&Z finalized the public review draft and, following an open house and a robust review, the plan was adopted unanimously.

FNI is currently updating their development regulations.

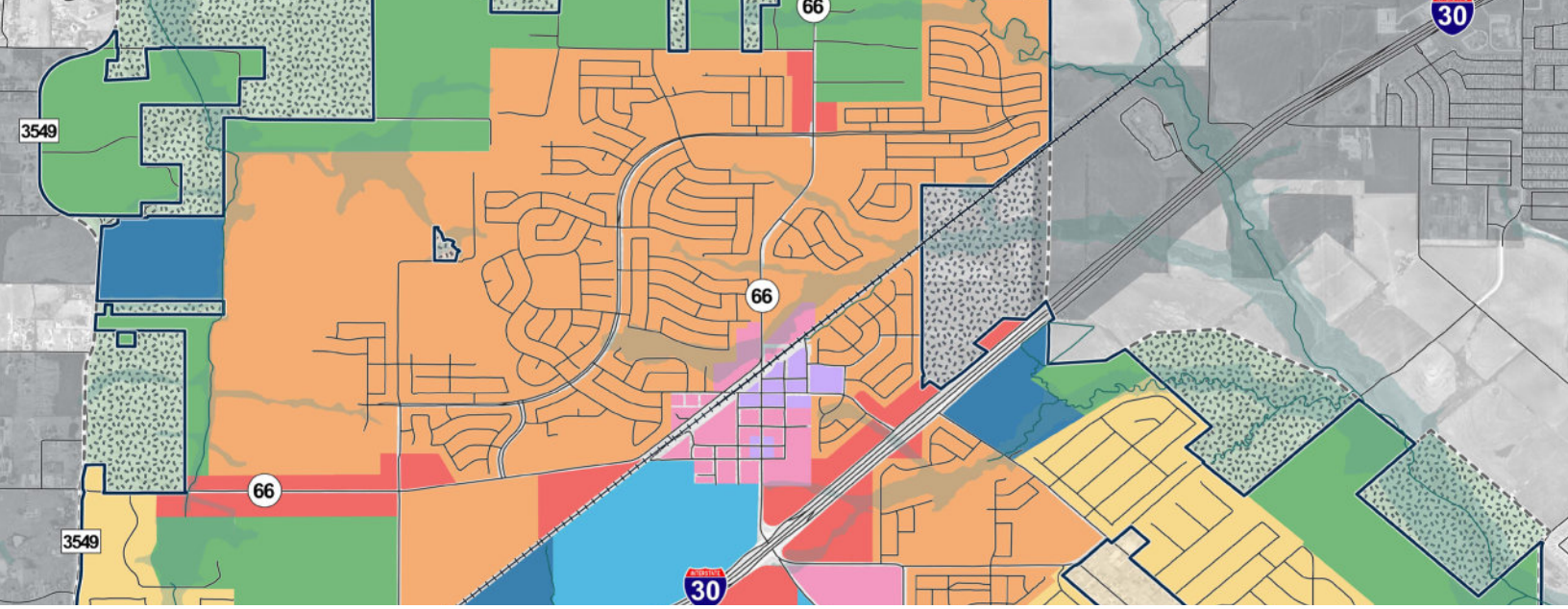


Future Land Use Plan

City of Mansfield

FNI is preparing the Future Land Use Plan component of the City's comprehensive plan. The plan includes a new Future Land Use Map, land use policies and five special area plans (SAPs).

Key issues addressed by the plan include shifting development patterns to a more fiscally responsible approach, incorporating mixed-use development, promoting "Missing Middle" housing options, and providing more direction through the Future Land Use Map and land use categories. The SAPs focus on Downtown, an entertainment district, an innovation district, a historically underserved community on the City's western side, and the ETJ. The public engagement process included Citizen Planning Steering Committee (CPSC) meetings, in-person and virtual open houses, City Council check-ins, meetings with the Mayor's Youth Council, and other engagements. The plan was adopted in December 2023, ahead of the original project schedule.



Forward Fate Comprehensive Plan and Sub-Area Plans

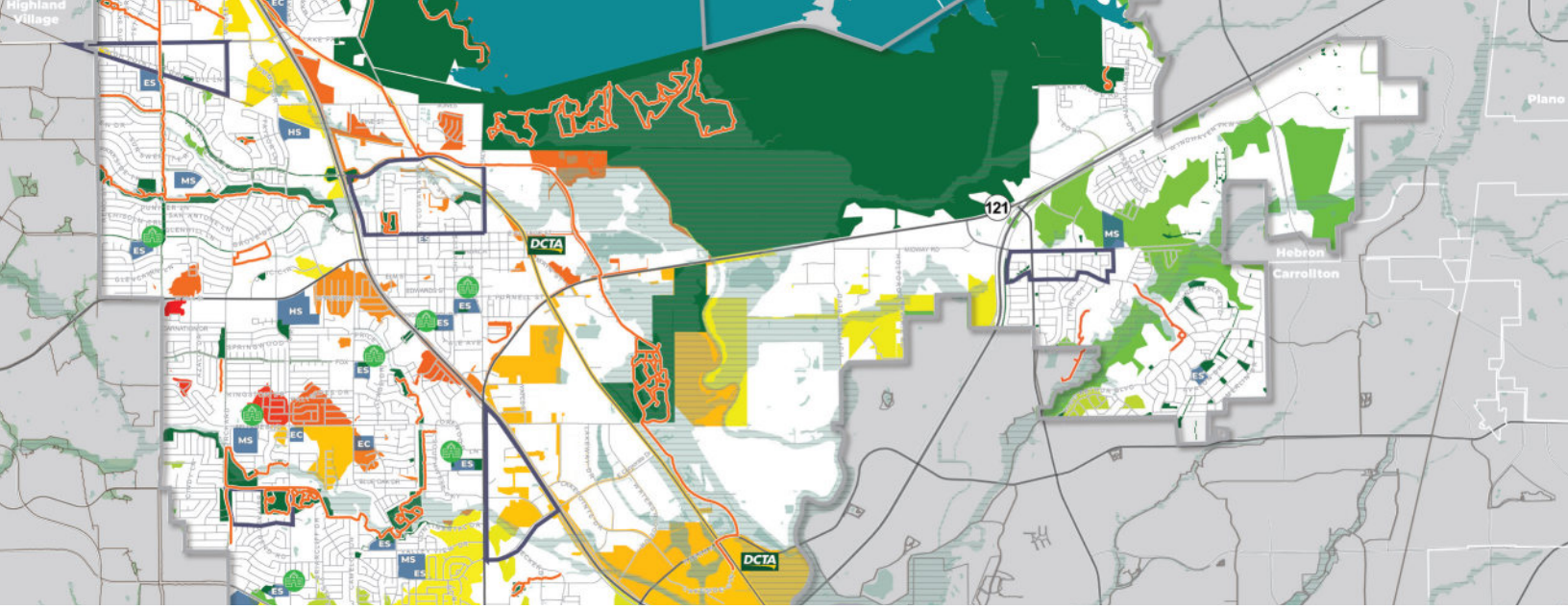
City of Fate

The City of Fate is a growing suburban community within the northeast sector of DFW Metroplex along the fast growing I-30 corridor. As a small community of 600 people in 2000, the city has seen exponential growth over the past 5-10 years with a population nearing 20,000 in 2021.

Halff was contracted to develop a new community blueprint grounded in fiscal resiliency, and incorporated "Strong Town Principles" to allow future growth and development within the community to be sustainable and affordable, minimizing the financial burden on the residents of the community.

Halff, along with their teaming partners began to chart a new path for the City of Fate providing the opportunity for long term sustainability for the community. Working with City staff and leadership, a character based future land use plan was created to complement the communities existing character while maintaining a sense of uniqueness and rural character the community wanted to preserve. A “fiscal checklist” was established based on seven core value statements generated during an extensive engagement process that included input from youth to adults and seniors.

As part of the planning process, the team took a deeper dive and created two sub-area plans focused around the communities downtown and I-30 corridor. These sub-area plans provided a framework of flexibility based on the built environment and future market needs of the city. Additionally, to support and compliment the future land use plan, a series of design standards were created to support the urban, pedestrian, and built environment character the community desired for future development. **The project received 2022 Planning Excellence Community of the Year Award.**



Lewisville Healthy Infrastructure Plan

City of Lewisville

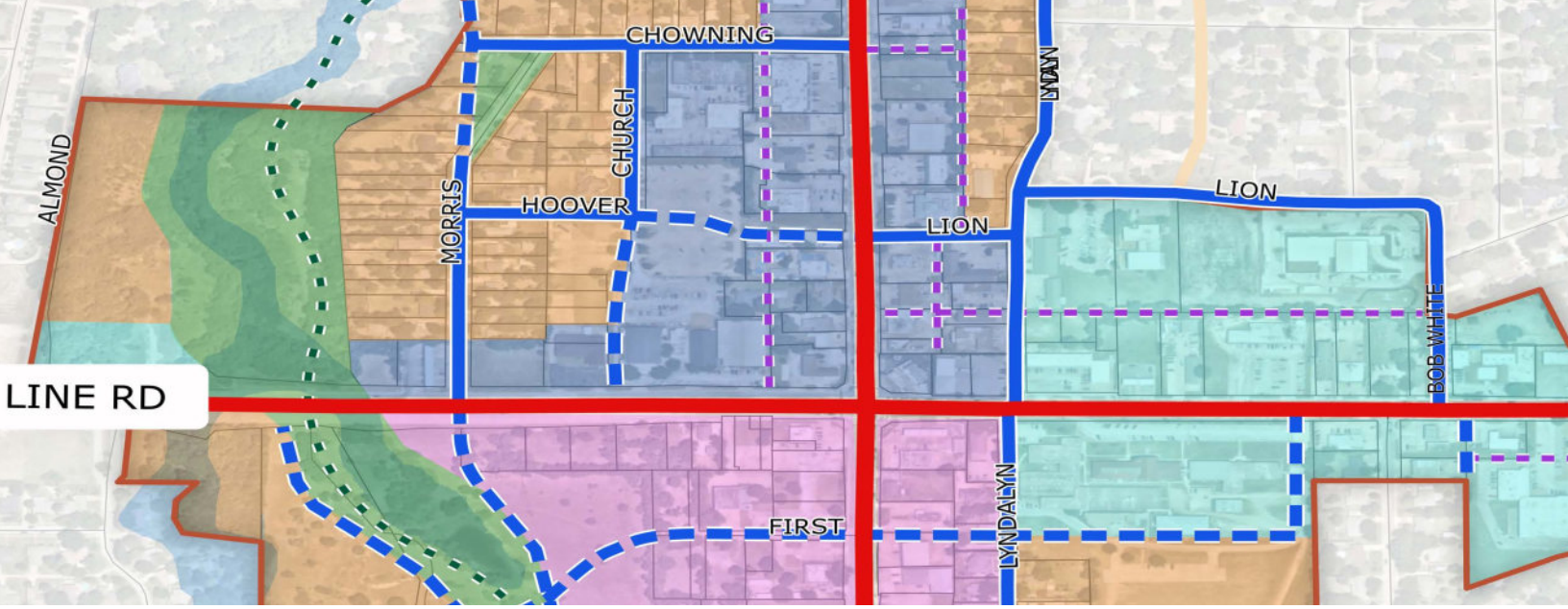
Halff was hired by the Lewisville Parks and Recreation Department to update their parks and recreation system master plan. The resulting plan, called Explore MORE Lewisville, goes well beyond a traditional municipal park plan by leveraging strategies from the 10-Minute Walk to a Park Initiative and a Healthy Infrastructure Framework to provide a holistic approach to municipal park planning.

Combining vision and direction for parks, recreation, trails, open space and the preservation and enhancement of the urban tree canopy, the plan utilizes an in-depth analysis that identifies the areas in the city with the greatest need for parks. This analysis also assesses the level of service of recreational assets based on park access and socioeconomic vulnerability. The plan recognizes the impact that various components of public infrastructure have on physical, mental and environmental health of the community while also emphasizing the equitable distribution of resources for access and improved quality of life for all residents. Using innovative community engagement techniques, a diverse steering committee and a partnership with faculty and students at the University of North Texas, the plan employs a social equity model that integrates spatial, demographic and socio-economic factors to develop implementation priorities and measure the future impact of the healthy infrastructure network.

The project has received several local and state awards, including:

- **2023 NCTCOG Celebrating Leadership in Development Excellence (CLIDE) award**
- **2023 APATX Environmental Planning Gold Award**
- **2024 TRAPS Planning Excellence Award**
- **2024 Bronze Leaf Award from the Cross Timbers Urban Forestry Council**

> "Thank you very much for all your hard work, Lewisville will be a much better and healthier City because of it."
>
> Jose Marines, Administrative Analyst - City of Lewisville



Hampton Road Corridor Study and Character Code

City of DeSoto

Since 2005 the City of DeSoto has envisioned creating a main street for their community. Previous planning efforts identified opportunities for such a district however minimal development or progression occurred to fulfilling that vision for the community.

In 2018, as part of their capital improvement programing, the City identified a portion of Hampton Road that needed to be reconstructed due to aging infrastructure and deteriorating pavement and bridge structures. The one-mile corridor spanning from Pleasant Run to Belt Line Road was envisioned to be their "downtown" for the community and city leadership was determined to moving the vision forward. In 2019, Halff was engaged to begin bringing leaderships vision to reality and designing the destination that everyone desired. Halff developed a Streetscape Master Plan which envisioned a mixed-use walkable environment along the entire corridor.

In 2022 Halff began the development of a Character-Based Code for the corridor that would ultimately provide a predictable built environment to the development community. The reduction of vehicular lanes along Hampton Road from 5 lanes down to 2 lanes required the creation of not only a regulating plan and district standards to guide development, but also a mobility and circulation plan that generated context-based solutions for alternative street types. These alternative roadway types allowed for the creation of livable streets balancing vehicular circulation with land use and walkability. Conceptual small area plans were created to "test fit" the standards to make sure they aligned with the vision along the corridor. Additionally, the standards were calibrated with the private development community through a series of "code hacks" to make sure the standards matched the market. With the limited ROW along Hampton Road private development may be required to provide "public" space as part of their overall development. Streetscape and placemaking standards were created to provide a pallet and toolbox of options for private developers to utilize to ensure a uniform look along the entire corridor when public and private spaces blend together. A series of bootcamps is programed at the completion of the code to ensure City leadership, staff, and the development community understand how to utilize the code and process for development review.

FNI'S SELECT PLANNING EXPERIENCE

CLIENT	PROJECT	AREAS OF FOCUS						
		Comprehensive Plan	Downtown	Parks/Trails	Codes	Transportation	Strategic Area Plan/Corridor	Growth Management
Aledo Eco. Development Corp.	Aledo Strategic Plan	●	●			●	●	
City of Alvarado	Comprehensive Plan	●		●		●	●	●
City of Balch Springs	Comprehensive Plan, Parks/Trails Plan, Zoning Ordinance	●		●	●			
City of Brady	Comprehensive Plan, Lake Zoning	●			●			
City of Big Spring	Comprehensive Plan	●		●				
City of Burleson	Comprehensive Plan, Zoning Code and Map	●			●			
City of Choctaw, OK	Comprehensive Plan	●		●				
City of Corinth	Comprehensive Plan, UDC	●			●			
City of Crandall	Parks/Trails Plan			●				
City of Fate	Comprehensive Plan	●		●				
City of Fredericksburg	Comprehensive Plan Central Area, Subdivision Ordinance	●			●			
City of Live Oak	Comprehensive Plan	●		●				
Town of Little Elm	Comprehensive Plan Update, Impact Fees	●				●		●
City of Longview	Comprehensive Plan; Downtown Plan and I-20 Area Studies; Parks, Recreation and Open Space Plan; UDC	●	●	●	●	●		
City of Lubbock	Comprehensive Plan	●		●				●
City of Midlothian	Comprehensive Plan Update, Corridor Studies, On-Call	●	●				●	
City of Odessa	Comprehensive Plan	●	●			●		
City of Port Arthur	Downtown Plan, Comprehensive Plan	●	●					
City of Prosper	Comprehensive Plan, Subdivision Ordinance	●			●			

SEEING A COMPREHENSIVE PLAN THROUGH TO IMPLEMENTATION

Our team's mission is to provide **"Innovative Approaches… Practical Results… Outstanding Service,"** and our vision is to **"Be the firm of choice for clients and employees."** Together, these statements sum up our philosophy and shape our company cultures, which is intent on cultivating and strengthening long-term, trusted-advisor relationships with our clients.

This focus is evident in the number of times our municipal clients have entrusted our planning team to follow up a comprehensive planning process with development of codes. Here is a partial list of projects in which the firm's comprising our team were hired to prepare the comprehensive plan and then proceeded to develop the code:

Georgetown Comprehensive Plan	Unified Development Code
Pflugerville Comprehensive Plan	Unified Development Code Amendments
McAllen Comprehensive Plan	Unified Development Code
Marble Falls Comprehensive Plan	Unified Development Code (Halff)
Plano Comprehensive Plan	Development Regulations Update
Frisco Comprehensive Plan	Zoning and Subdivision Ordinances
Longview Comprehensive Plan	Unified Development Code
Burleson Comprehensive Plan	Zoning Ordinance
Richland Hills Comprehensive Plan	Zoning Ordinance
Balch Springs Comprehensive Plan	Zoning Ordinance
Corinth Comprehensive Plan	Unified Development Code
Midwest City Comprehensive Plan	Zoning and Subdivision Ordinances
Prosper Comprehensive Plan	Subdivision Ordinances
Fredericksburg Comprehensive Plan	Subdivision Ordinance

Methodology and Approach

Statement of Understanding

Tyler is at a critical junction, experiencing rapid growth that will continue to strain the City's infrastructure and other City systems that challenge the quality of life enjoyed by the residents. This boom – particularly in multi-family units – may create growth anxiety that can pervade every aspect of life in Tyler, including traffic congestion, access to housing, school capacity, infrastructure performance and more.

The City has done an outstanding job of planning for future growth, with the development of the Tyler 21 Comprehensive Plan and subsequent updates, such as Tyler 1st. We understand the need to develop a comprehensive plan based on an inclusive and meaningful engagement program, followed by the regulatory updates necessary to achieve the plan's vision. Undertaking this comprehensive plan and development code update continues that progress toward proactively building the future that Tyler residents envision.

Our team has unparalleled experience developing plans and codes within the East Texas region and throughout the State of Texas. Additionally, our local team experience within Tyler allows our team to "hit the ground running" with an understanding of current issues, opportunities and plans. Our team's experience in Tyler includes preparation of Tyler 21, Tyler 1st, Unified Development Code, Master Street Plan, Metropolitan Transportation Plan and Tyler Junior College Master Plan, to name a few.

Project Management and Quality Control

For all planning and project tasks, FNI's systematic QA process is followed and project objectives are carried out. Quality Assurance (QA) is guided by the Senior Advisor working with the Project Manager for each plan. The Project Manager is responsible for preparing a formal Quality Control (QC) Plan for each project, detailing the documents to be checked or reviewed, developing QC schedules and identifying responsible personnel. QC checks confirm the technical accuracy of project components, which may involve verifying the readability of studies, confirming the accuracy and effectiveness of project components.



FNI and Halff will provide a seamless quality management process involving multiple overlapping focus areas that work together to foster a culture of excellence and elevate our overall quality of service:

- Internal review committees led by senior leadership, which lessen risk-potential for clients and safeguard the values foundational to the partner firms
- FNI's Technical Excellence Program (TEP), which promotes continual staff training and adherence to technical quality and standards
- Thorough contract reviews that define and clarify project expectations, protecting all parties involved
- Systematic QA/QC processes that confirm service quality meets high standards

Our holistic view of delivering quality contributed to FNI earning the esteemed Malcolm Baldrige National Quality Award. We continue to strive for an increasingly exceptional level of quality that extends beyond QA/QC processes at the project level and creates a foundation on which we can build long-term, trusted advisor relationships with our clients.

Key Components in Delivering Quality

Engaged Leadership: Successful quality management requires a fully engaged team, starting at the top. C-Suite leadership and firm owners lead internal review committees, where they are actively engaged in the outlay of services and oversee the appropriate allocation of company resources. Collaboration and attention to detail from the top down increase adherence to performance standards and overall job quality.

Technical Excellence: FNI's TEP promotes continual staff training and adherence to technical quality and standards. Program leadership includes Lead Technical Professionals (LTPs), who oversee the technical advancement of practice areas, and Senior Advisors, who provide input based on years of experience at critical points of a project. Both roles heighten project quality and efficiency by guiding junior staff in meeting quality standards and avoiding potential pitfalls.

Contract Review: A quality product starts with a good contract. Contracts are thoroughly reviewed and edited for clarity. This verifies everyone is on the same page before the work begins, leaving no doubt about client expectations. This advance work mitigates potential issues, protecting both clients and the consultant.

QA/QC Processes: A robust and detailed QA/QC program at the project level verifies quality standards are consistently met for each contract assignment, resulting in quality deliverables for our clients. FNI's assigned Project Manager prepares a formal QC Plan for each project, detailing the documents to be checked or reviewed, creating QC schedules and identifying responsible personnel. QC reviews confirm the technical accuracy of project components.

> "As first a citizen and then as a council member, I was excited about the level of involvement that Freese and Nichols provided for the community as a whole and for the leadership of the community....[FNI] did a great job in responding to our specific interests and needs from the feedback provided by our community that attended the open meetings and then that which was provided by the committee in smaller meetings. I did feel that my feedback was valued and either responded to or included in updating the plan."
>
> Kristen Ishihara, City Council Member - City of Lewisville



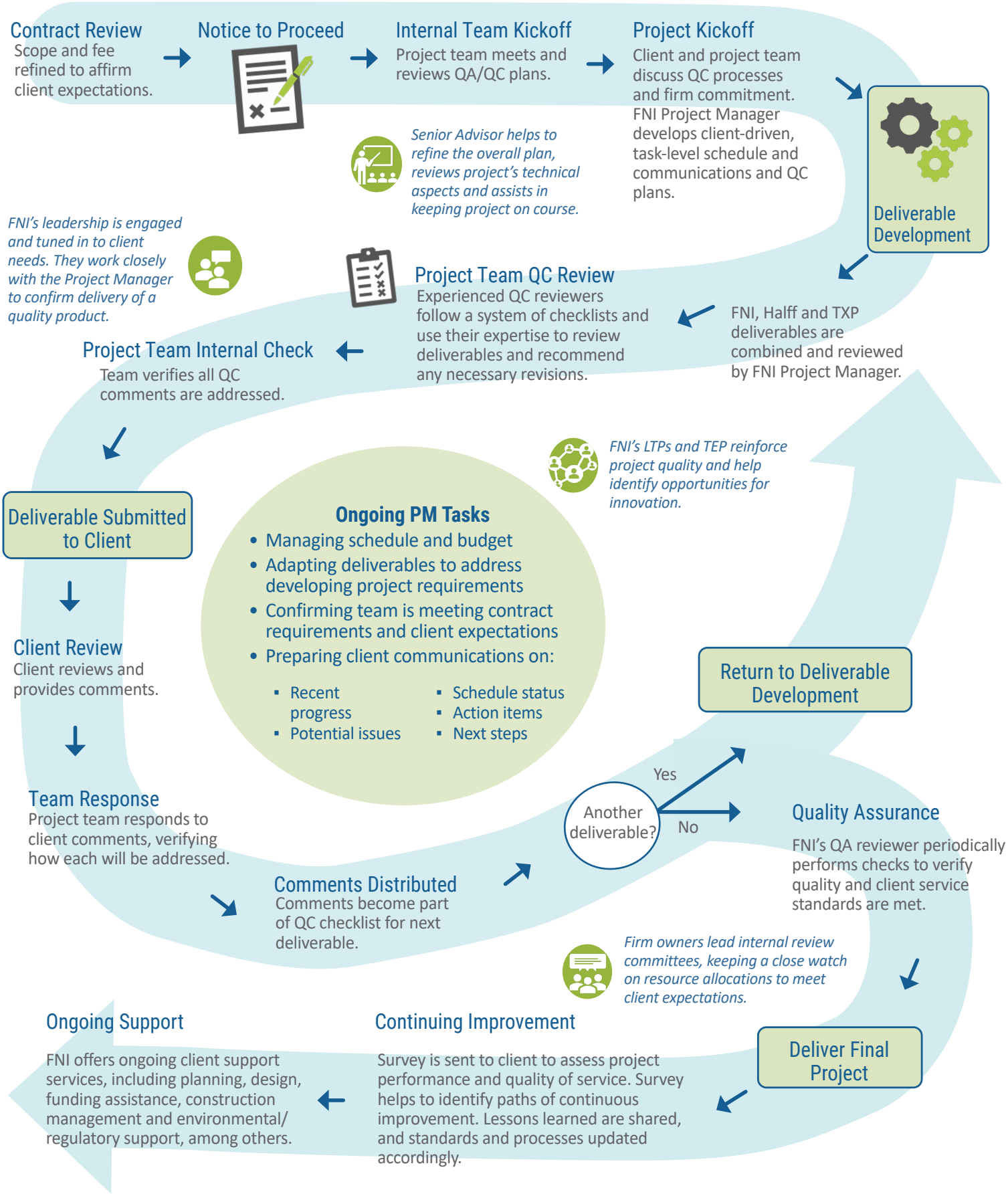
Commitment to Quality

FNI is the first engineering and architecture firm to receive the Malcolm Baldrige National Quality Award.

The Baldrige Award is a prestigious national recognition that promotes excellence in organizational performance, recognizes the achievements of U.S. organizations and publicizes successful performance strategies.

We were one of seven businesses to be recognized in 2010, and one of three recognized in the small business category.

Project and Quality Management Processes



Engagement and Outreach

FNI and Halff utilize a variety of tools and activities to reach all audiences, based on the community's needs and demographics. Our experience shows us that reaching the community early is critical to building trust in the planning process and successful adoption. A project website is developed early and managed throughout the process by our team as a one-stop-shop for the community to stay informed on the project. Focus group meetings or one-on-one interviews can be a great way to dig into a specific topic of interest with a targeted group of stakeholders, such as nonprofits and community organizations, small businesses, neighborhood groups, local religious institutions, etc. The FNI team has also been conducting youth outreach on many of our projects, which often include the team visiting a local high school class and university students and engaging students in exercises to inform the plan, seeing as they are the residents who will be living with the impacts of this plan the longest. Our team will determine what tools and activities are best suited to the Tyler community in a Public Engagement Plan that outlines who, when and how stakeholders will be engaged throughout the process.

Keys to engagement that our team will focus on in order to build support and consensus are:

- **Convenient –** holding events at times and locations that are convenient for participation, tabling at community events where people will already be present and utilizing the project website to host online engagements and virtual alternatives of any in-person engagements, for those who need to engage from the comfort of their homes.
- **Inclusive –** being intentional about the spaces where events are held, the words being used in outreach materials and providing materials in multiple languages can help to signal to the community that we are sincere in wanting feedback from everyone.
- **Interactive –** People don't want to leave their houses just to sit and listen to a presentation anymore, if we are asking people to come out to a meeting, we should be providing them with interesting ways to learn, engage, and provide feedback. If participants have a good time at meetings they will keep coming back and maybe next time bring their friends! We often find great success with small group discussions, as participants are hearing differing opinions directly from their neighbors rather than from the City or consultants.
- **Meaningful –** Outreach must value residents's time. If people give us their time to participate in engagements we need to confirm that our meetings are collecting useful information and that their feedback is being clearly incorporated into the plan and impacting recommendations. Many of our recommendations end up coming directly from community input. This plan is Tyler's, and our role as consultants is often to simply listen to residents and shepherd those ideas into actions.

Project Initiation and Project Management

Our work plan begins with the development of a Public Involvement Plan (PIP), which is critical for obtaining diverse and inclusive engagement. We will work with the City to customize the PIP to lay out the best approaches to engagement, particularly understanding past successes in the City as well as anticipated events (Tyler Farmer's Market, Red Dirt Music Festival, East Texas State Fair, Tyler Rose Festival, and even leveraging volunteer action days like the East Texas Big Event along with holiday activities).

During this effort, we will develop an interactive project and virtual engagement website and project logo/

FNI Engagement SUCCESS

FNI recently led the development of a new comprehensive plan for the City of Siloam Springs, Arkansas. ***Our holistic approach to community engagement made the plan a success.*** Highlights included:

- Informational videos featuring Community Planning and Advisory Committee (CPAC) members
- A monthly newsletter with 400+ unique subscribers
- Participation and promotion at local events and festivals
- Development of a unique brand and logo, which became the City's official flag
- Stakeholder interviews with local business owners, nonprofits and community services, residents, developers and City Staff
- Frequent in-person and virtual CPAC meetings, Open House events, and Virtual Open Houses
- Creation of an ArcGIS StoryMap to summarize the complete plan
- Various newspaper articles and social media features
- Numerous displays and input activities at City Hall and library
- Project website with built-in translation capabilities and latest information
- "Meetings-to-go" kits to enable neighborhood groups to conduct their own focus group meetings



brand to begin generating excitement and establish a framework for transparency and engagement throughout. A formal project kickoff meeting will take place with the appropriate City staff, coupled with a citywide tour highlighting key issues and opportunities likely to shape the Plan and Development Code, providing a geographic relationship. The result of this effort will be a project outline and work plan, including a public involvement plan. This will also develop early understanding of the project in case any modifications to the approach are needed.

This project will include ongoing coordination with a Development Committee, composed of local stakeholders and officials, to help guide the development of the Plan and Code. The consultant team will meet regularly with the Development Committee to collect input and request feedback on prepared materials.

We ask that City Staff serve as the initial reviewer for draft materials, providing input and direction on first drafts before the materials are distributed for supplemental review. We also ask that City Staff remain engaged through the process through regular coordination; however, we recognize that City Staff is busy with day-to-day operations and understand the need to respect the availability of City resources.

Comprehensive Plan Development

Snapshot

Next, our team will prepare a community snapshot to capture a complete picture of Tyler's demographic characteristics. Rather than a reiteration of facts, this analysis will focus on characteristics that have the most profound impacts to the community's built environment and market. The community snapshot will include documentation of Tyler's history, review of relevant existing City plans and documents, discussion of historic growth trends and patterns, and construction of a descriptive demographic profile of the community.

The planning team will explain patterns and impacts of the information collected and how it relates to the Comprehensive Plan and Code. Regional and significant national trends will be considered, such as overall patterns of growth within the East Texas Region, impact of remote-work policies, and in-migration from out-of-state. Physical characteristics, both natural and constructed, will be examined, particularly regarding barriers and constraints that must be considered as Tyler continues to develop and redevelop. The community snapshot will be the foundation on which informed and realistic planning decisions can be made. It also sets the stage and provides data for a robust discussion of the community's vision, guiding principles and goals.

Vision and Guiding Principles

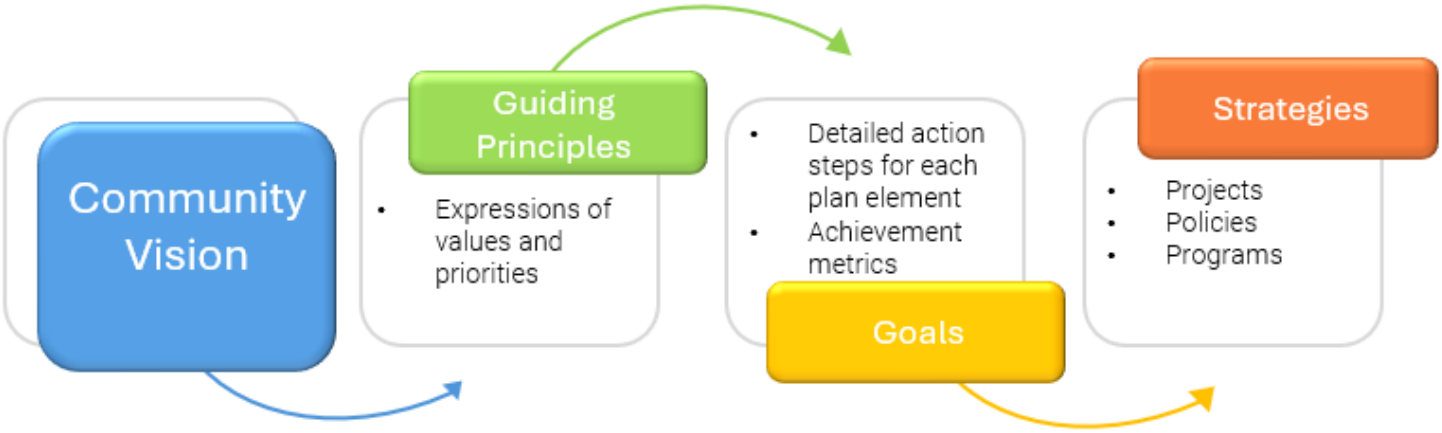
There are many tangible and intangible characteristics and values that the community desires to provide and preserve. Developing a vision involves identifying the values and traits that are important, and determining how to express and reflect these within the physical space. Critical to this will be refinement of the community needs and opportunities list, augmented with a SOAR (strengths, opportunities, actions, results) analysis. This ultimately informs creation of the vision statement and particularly guilding principles and goals and early establishment of performace measures.

Guiding principles are especially important for a city, as they provide a framework to evaluate unanticipated changes, challenges, opportunities and issues. Once established, guiding principles allow the plan to function as a living document. These elements will be confirmed by the Tyler City Council prior to proceeding with detailed plan chapters.



ONE-PAGE REPORTS

FNI has developed a standard project reporting procedure – a one-page report – that can be used for both internal project team communication and regular project updates for clients. Our one-page report is a snapshot view of the project, which enables the Project Manager to keep clients informed, while verifying that the project is on schedule and budget. One-page reports can be submitted weekly, biweekly or monthly, based on client preference and needs.



Land Use, Development and Growth Management

The land use plan is a policy document, which is intended to guide City staff and officials as they make decisions on where, when and how the City should grow. A land use plan that is understandable to citizens, City staff, the P&Z Commission and City Council will verify that a cohesive and unified vision is presented to developers and property owners as future development occurs within the community. We typically recommend an innovative scenario modeling approach to the land use plan to determine best outcomes. Key components of this task include:

EXISTING LAND USE ANALYSIS	PHYSICAL CONSTRAINTS	DEFINING USE/ PLACE TYPES	FUTURE LAND USE MAP	POPULATION, GROWTH MANAGEMENT AND ANNEXATION
• Analysis of remaining land for development • Analysis of the types of existing land uses • Analysis of development patterns/types and connectivity • Discussion of existing use and pattern relationships, both positive and negative	• Documentation of the City's boundaries, special districts and regulatory controls • Analysis of major topographic features, open spaces, prominent physical features, environmental data and drainage basins	• Character guidelines and character areas • Performance metrics • Compatibility/ intensity metrics • Form guidance • Potential modulations based on physical constraints and context circumstances	• Degrees of change analysis map and area plan identification • Easy to read map • Display the use/place types geographically, with character areas • Display of key physical constraints/ contexts likely to alter the character and intensity • Transportation corridors, existing and anticipated, as they relate to development patterns	• Changing legislative and judicial landscape • Data-informed, fiscally prudent service boundaries • Annexation and extraterritorial jurisdiction (ETJ) management • Intergovernmental coordination • Implications of special districts • Capacity and population projections

Area Plans

Based on our knowledge of Tyler, we have included three significant area plans in the anticipated scope of work and our project approach. With this project anticipated to include comprehensive regulatory changes to the UDC, updating these area plans now eases and accelerates code-related implementation that is often so critical to successful plan implementation. Likewise, the market and economic analyses present a unique opportunity to efficiently deliver updates to Tyler's area plans with a greater understanding of each area's positioning within the overall City and regional context.



Downtown Planning Components

UT Tyler Area Plan and Midtown Area Plan

The UT Tyler Area Plan has undergone radical changes in circumstances, with the development of the medical school and overall significant investments in the campus coupled with private and public investment. Likewise, Midtown has undergone radical positive transformations. Both of these prompt an examination of the next steps of implementation and catalysts to continue to build on their success.

Downtown Area Plan

We know Downtown functions as the heart and soul of Tyler, and should be celebrated for the great place it is. But we also recognize Downtown, despite its success, has not even scratched the surface of its potential. Our team represents an exceptional level of downtown revitalization understanding, from the built environment and placemaking to programs placemaking to policy, programming and operations. Our effort will consider issues like the preservation and expansion of Downtown character, revitalization opportunities and steps, open space and urban residential integration, diversification of housing types and infill, redevelopment and facade enhancement, and improvements to the pedestrian zone and furnishing realm. The analysis will assess and recommend improvements to public spaces along with thoughtful ideas for linking them to private development. Through our catalyst-based approaches, we seek to create the desirable environment—the ecosystem—that gives private investors the confidence to invest in downtown Tyler and the public confidence to support organic changes. We are recognized for streetscape designs that achieve high-use complete streets along with engaging public spaces that spur economic development. We do this while also seeking opportunities to create a true pedestrian district—one where people are comfortable and excited to park once and spend a whole day, or perhaps even walk and bike in from surrounding neighborhoods.

Economic Development

Economic development is best defined as the creation and expansion of businesses within the community as measured by changes in employment, wages, industry diversification, and tax base. It also means proactively supporting small business startups to ensure Tyler has a robust ecosystem of businesses of all sizes and industry sectors. Economic development will be an important component of the overall Comprehensive Plan. Our team will focus on developing specific strategies and recommendations that support and enhance existing Tyler Economic Development and Tyler Community Development Corporation initiatives. We understand that this section of the report is not a standalone economic development plan for Tyler, but rather supports the Comprehensive Plan.

We will provide an assessment of Tyler's current economic and demographic environment by examining key indicators such as population, employment by sector, labor force commuting patterns, workforce skills, retail sales gaps, and real estate trends. This will include evaluations of underutilized commercial and retail space to determine their highest and best use. Existing studies and reports will also be reviewed, with key findings and recommendations incorporated into the Comprehensive Plan. Existing local

organizations and partnerships related to economic development will be evaluated to identify the best-suited entities to lead the various aspects of the plan. Peer communities will also be identified to benchmark Tyler trends over the past 5 to 10 years.

Strategies and recommendations are important, but just as critical is identifying how Tyler can pay for the projects. Our team will examine current economic development financing tools used in Tyler, such as Tax Increment Reinvestment Zones (TIRZ), Public Improvement Districts (PIDs), Tax Increment Financing (TIF) and Chapter 380 Agreements as well as best practices from other communities. For the plan to be successful, Tyler will need to prioritize some initiatives based on financial resources. Ultimately, residents must feel confident that these public policy decisions will have a positive return on investment.

Closely related to economic development is fiscal sustainability. While each community defines fiscal sustainability or fiscal health differently, a common theme is the desire to provide residents and businesses with a high quality of life and public services at an affordable tax rate. We recommend a fiscal analysis of development patterns to assess current and future performance based on the updated future land use, future land use map and the anticipated net revenue position of the City, using local budgets and operations data. Our team will examine how different strategies within the Comprehensive Plan (ex. ratio of residential to commercial acreage) impact the long-term tax revenue and fiscal situation for Tyler. For this task, we anticipate collaborating with various City departments including finance, public works, and capital improvement program (CIP) staff. The goal is to create a Comprehensive Plan that is forward-looking, based on sound economic development strategy, and creates enough tax revenue (or "tax intensity") to provide residents and businesses the services needed.

Transportation

Transportation recommendations will seek to identify critical needs and changes resulting from the new vision, land use and other plan elements, working with key City staff like Cameron Williams and Michael Howell. Transportation facilities need to be paired with complementary land uses that can leverage the investment in a way that generates the best return on the community's tax dollars. This chapter will work in tandem with the Future Land Use Map to verify land use and transportation systems are properly calibrated to support desired growth and development. We will evaluate the recent Tyler Metropolitan Transportation Plan, as well as the recent Tyler Master Street Plan for impacts from anticipated comprehensive plan changes, including any anticipated contextual changes, alignments and balancing of user needs.

We will also review the recent street sections from the Master Streets Plan based on any alterations to character areas and context prompted by the land use component, as well as any similar changes prompted to operational/ functional classification.

> "I know it has taken a lot of time and a lot of public meetings, a lot of input from residents, lots of charts, lots of graphic design that looks beautiful by the way. This report, I'm so impressed with the quality of the work that Halff and staff were able to produce for this. Definitely makes me proud to have this product."
>
> Councilor Gabriel Vasquez - City of Las Cruces

Community Character and Health

This chapter (or chapters) is intended to address the existing Community Character and Design and Health and Safety elements of the current Comprehensive Plan. We envision this chapter as a key component in tying the other planning elements together—building the web of relationships between them. The cornerstone of a livable community lies within its neighborhoods and community building. Parks, recreation and open-space elements support healthy communities. Transportation, mobility and economic development create access to opportunity and connectivity in the community, even influencing healthy communities through their role in addressing isolation and loneliness. Land use speaks to the access question from another direction—whether people can easily access goods, services and opportunity in proximity, recognizing variable mobility of citizens. Communication strategies and a pathway for engaging neighborhoods into the future is critical to verifying actions are being taken consistent with the Plan's vision, guiding principles and goals. They also create an effective feedback loop to verify actions are

having desired impacts. Likewise, the changing climate of media and communication has simultaneously made reaching citizens more complex, while also creating an incredible and growing list of tools to connect people to their local government.

Our team will develop policies that address urban design, community gateways, community image and integration of major roadway corridors. We are experts in creating places that work holistically to foster community image and desirability, and examining opportunities to maintain and enhance the overall quality of life. Through both the public engagement used for the plan and further research, we will identify effective communication strategies that build momentum and relationships between the City and the community it serves.

Housing and Neighborhoods

The cornerstone of a livable community lies within its neighborhoods and community buildings. This chapter will evaluate and develop recommendations to protect and enhance existing neighborhoods and encourage quality design of new ones. Housing recommendations will include discussion of the infrastructure necessary to support additional housing units in various forms and densities. Business climate and economics, along with the inherent relationships between economic development, workforce opportunity and complete neighborhoods, will be considered. Housing, neighborhoods, quality of life and the economy are inseparable and best addressed in a cohesive, coordinated fashion as a matter of access to opportunity, equity and inclusion.

OPPORTUNITY ENHANCEMENT: PROS MASTER PLAN

In reviewing Tyler's existing plan framework, we observed that the current Parks and Open Space Master Plan was adopted in 2020, with a 2023 updated implementation schedule. To maximize scoring in pursuit of Texas Parks and Wildlife Department funds, we recommend a TWPD-consistent Parks, Recreation and Open Space Plan be developed concurrent with the Comprehensive Plan. This also allows full integration of new growth assumptions and patterns from the Comprehensive Plan, and naturally aligns with geographic equity considerations likely to emerge from the community character and health component as well as the housing and neighborhoods component.

Our team will examine existing housing conditions, identify infill opportunities, discuss a variety of successful housing strategies and neighborhood stabilization programs, and perform service characterization and leveling to align services to community expectations in a fiscally prudent way. Housing discussions will involve observed gaps in quality, quantity and diversity of housing options, focusing on pragmatic solutions tailored to Tyler's circumstances. A key aspect of this would be to integrate and update the North Tyler Housing Strategies to support next steps in its implementation. We will likewise examine planning trends for relevance to Tyler, such as:

- Affordable housing
- Compact development
- Traditional neighborhood design
- Neighborhood interconnectivity and access to opportunity and the creation and support of healthy communities
- Life-cycle housing and the "missing middle" of diverse housing types
- Integration with mixed-use

Implementation Program

Implementation is the key to making immediate changes on the ground. This step will carefully assess local culture and the City's human and financial capacity to verify that actions are achievable, at times providing multiple paths toward plan realization. An implementation matrix will provide a coordinated action program so that City leaders, staff and other decision-makers can easily identify the necessary steps to achieve the desired vision for the City.

You can only do what you can measure. Our team differentiates ourselves by focusing on both outcome metrics and action metrics. Action metrics provide a way of demonstrating that a city has begun implementation, but those do not tell a complete story. By including outcome metrics, the City can measure what changes should result from the actions and adjust implementation accordingly—this ensures that it is doing the right things.

Our team is particularly excited that this project will simultaneously address the development code, which will assist in fast-tracking implementation. In our experience, delay in implementing regulatory reforms is the primary cause of stalled plan implementation. Tyler's approach helps avoid this delay and should be commended.

The resulting action plan and work program will focus most heavily on the next five years, with additional

actions up to a ten-year horizon. These may take the form of policy actions like ordinances and resolutions, creation of new programs, adoption of new methods of working and key capital projects. Clear paths of implementation responsibility will be included, along with appropriate cost information and timeframes.

Development Code Services

Code Diagnostic Report

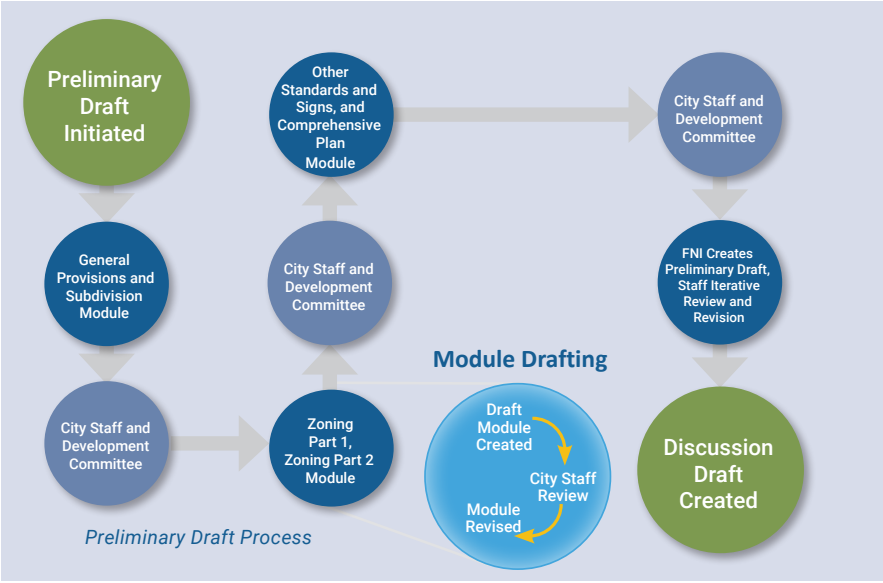
A comprehensive diagnostic analysis is critical to the success of this code-writing effort. This analysis will venture far beyond simply identifying functional problems, seeing the entire analysis through the lenses of Tyler's adopted plans, studies and community desires. It is important to evaluate how the current regulations are used today, such as frequent variance requests and planned unit developments. This analysis will help identify the current patterns, nonconformities and adjacency issues to formulate codes that address these issues in a creative, holistic manner. Our team is uniquely positioned for this with the inclusion of Halff's Mark Priestner and his direct experience administering and applying Tyler's current code.

Public and stakeholder engagement will be an essential component of this effort, as they are the true consumers of the codes. Involving them at this early point and throughout is vital, as the City will want them to walk alongside and buy into the process and proposed changes. This removes fear and promotes community ownership of the codes. We know from experience that transparency benefits planning processes, which will be incorporated in every step of the project.

Our team will produce a code diagnostic report defining and analyzing problems and issues identified in the code, along with priorities where necessary.

Recommendations and direction will be included, assuring a smooth transition to the code drafting process.

A code organizational structure will be developed in concert with the Planning Director. After initial reviews by City staff, the report will be presented to the Development Committee for affirmation, then presented to the P&Z Commission and City Council for feedback.



Drafting the New Code

Our team has extensive experience in preparing development regulations, including development codes with conventional, hybrid and form-based approaches to zoning and development regulations. We understand the implications of Texas Local Government Code Chapter 211, Chapter 212 and a variety of other state laws and associated case law on integrated zoning and subdivision regulations, and we are equipped to prepare a legally defensible and streamlined document that applies best and sound practices. Likewise, our team includes experienced former planning directors and city managers to understand staff capacity to administer the codes. There are multiple paths to the same goal, and this nuanced understanding makes a huge difference. We strive to create codes that incorporate the following:

- Ease of use and application for multiple audiences of varying expertise, emphasizing jargon-free writing styles
- Streamlining of development review processes
- Innovative and creative approaches to land use regulations right-sized to the community, including carefully calibrated and tested form-based and hybrid codes
- Illustrations whenever possible to clearly depict intent of regulations
- Flexibility to encourage high-quality, creative developments
- Access to economic opportunity and equity
- Sensitivity to context and adjacency compatibility

- Integrated relationships between zoning, subdivision, infrastructure design and construction, flood and environmental protection, signage and design
- Innovative subdivision/lot design to create dynamic and desirable neighborhoods
- Low-impact, environmentally conscious and disaster-resilient design
- Clusters of unique development types, levels of activity and styles
- Sense of place and customized design standards, both citywide and in specific areas and corridors

Drafting Stages

We recommend dividing the development code preliminary draft into several parts to allow for focused and topical discussions. This breaks what can be an overwhelming document it into digestible modules prior to establishing a complete draft. Our experience has taught us that dividing the review into manageable parts is also more efficient than attempting to review the entire code at once, and allows for more in-depth discussion and understanding of the material. Each module will undergo an iterative review and revision process with City staff. This results in the creation of a discussion draft.

The discussion draft represents a refined version of the Development Code. This draft will be presented to the Development Committee, with revisions to follow. The discussion draft will then be refined into a final draft intended for public review.

Based on City staff and Development Committee comments, we will prepare any necessary revisions to the development codes. A final draft document, as approved by the City staff and the Development Committee, will be delivered to the City for public review.

Map Preparation

Map preparation should generally be deferred to the end of the process once consensus is reached regarding the types of standards and uses. We anticipate the UDC will include a code equivalency table identifying any straight conversions of zoning districts. Still, we anticipate some recommended changes may fall under City-initiated rezonings. Based on the results, we can apply our experience to recommend an appropriate approach. The project manager for this effort has been involved in multiple Citywide rezoning efforts, as well as sub-area rezonings and individual city-initiated rezonings.

Adoption and Implementation

Adoption

We will facilitate a joint workshop for the P&Z Commission and City Council to receive the final draft and discuss any outstanding issues. Our team will then make any necessary revisions as we prepare for the public hearing and adoption consideration by P&Z Commission and City Council. Based on adoption language, such as effective dates and any changes noted in the adoption, we will make revisions to deliver a final adoption document. Our team will then transition towards implementation support.

Implementation

Our planning team was specifically crafted for this project with a careful eye on implementation and training for a city with limited staff, but with a robust code environment and public expectations. Our team includes team members who have worked for cities in implementing new codes and/or with a background in code implementation as planning staff. We can extend services to include the preparation of an approachable, user-friendly development guide for external users as well as checklists for internal users and external design professionals in order to develop a culture of quality control and quality assurance.

Final Deliverables

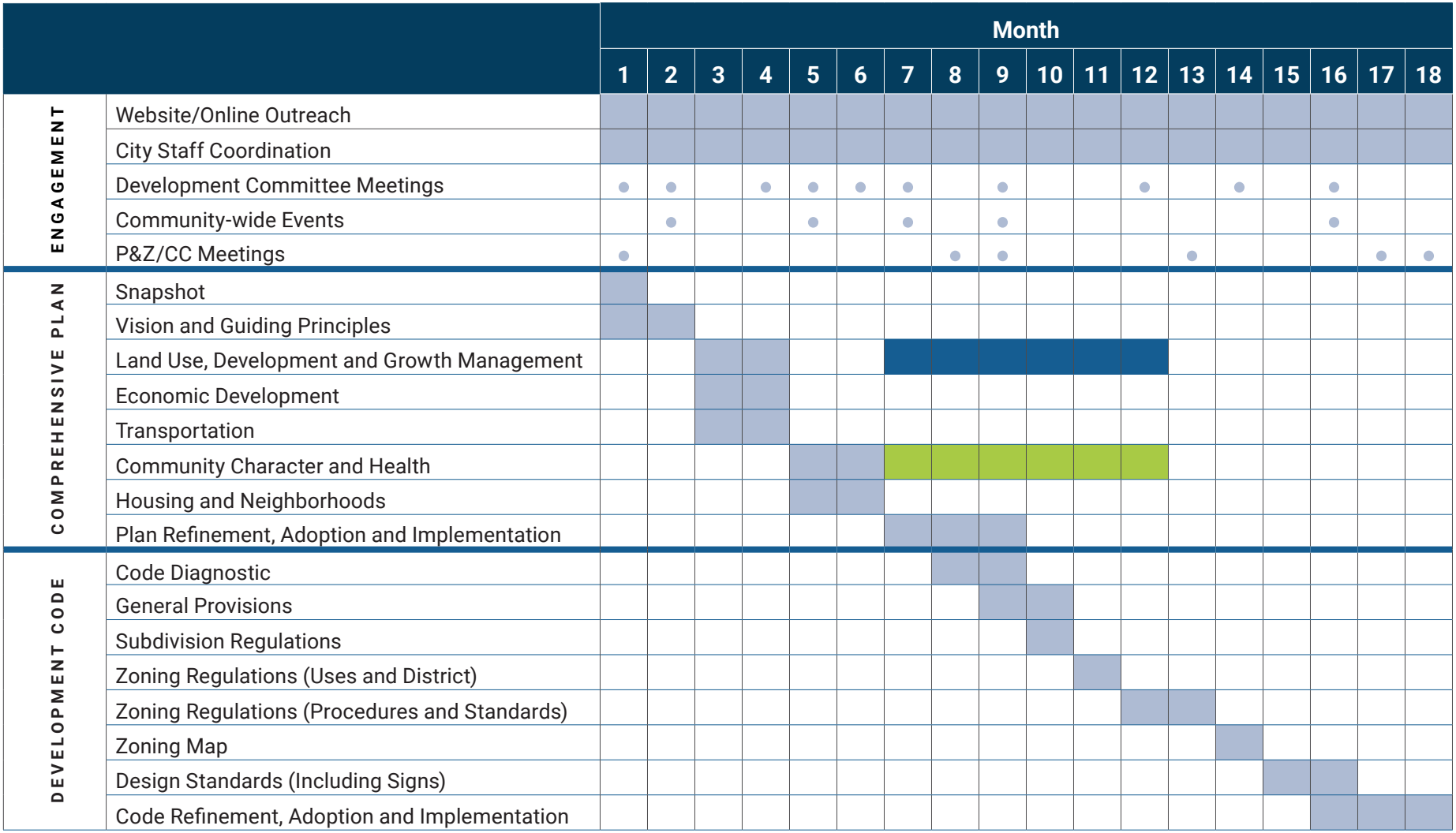
Our team's goal is to create project deliverables that are easy to understand, attractive and generate excitement. Throughout the project, we will seek to create the Comprehensive Plan and Development Code and associated materials in a format that can be managed and edited by City staff using common office software without needing to purchase specialized software or codification systems. We believe the City should use whatever codification tools are most comfortable to staff rather than us marketing a specific option, and will draft our codes to easily import into all common systems.

All GIS-based work, such as results from interactive mapping engagement, zoning maps and other information, will be exported in a format compatible with ESRI ArcGIS and satisfying requirements of the City's GIS personnel. Suggested deliverables will include:

- Original hard copies of the Comprehensive Plan and Development Code
- Digital files in native/original format and PDF format, including files integral to the document, such as images, graphics and renderings, identifying any software needs

Work Plan and Schedule

Based on our experience, we recommend planning for an 18-month timeline as shown below. Please note that FNI is flexible and willing to accommodate an abbreviated or expanded schedul, subject to the City's need.



Team Composition and Key Personnel

Organizational Chart



MAJOR WORK AREAS

Project Planner
Connor Roberts
Rhys Wilson
Christopher Sison
Karen Chavez

Transportation Plan
Brian Crooks, AICP
Edmond Haas, AICP

Area Plannning
Caitlin Admire, AICP, LEED® AP, ENV SP
Christopher Sison
Kendall Howard, AICP (Halff)
Brad Johnson (Halff)

Economic Development
Travis James, MBA (TXP)

Resilience
Caitlin Admire, AICP, LEED® AP, ENV SP
Ryan Slattery, AICP, ENV SP

Codes
Mark Priestner (Halff)
Ryan Slattery, AICP, ENV SP
Caitlin Admire, AICP, LEED® AP, ENV SP
Connor Roberts
Rhys Wilson
Karen Chavez

Campus Planning Alignment
Shad Comeaux, AICP

The entire project team shown above will be active in public engagement, recognizing this is critical to the success of every project component.



Chance Sparks FAICP, CNU-A

Project Manager

Chance Sparks is a firm Principal/Vice President and an award-winning FNI Urban Planner and Project Manager.

He is experienced in planning and implementation, city management, public involvement, process development and management, comprehensive and strategic planning, parks-related planning and tourism, neighborhood planning, downtown and corridor planning, demographic and economic analysis, development regulations, visioning, historic preservation, annexation/growth policy development and analysis. ***His experience in municipal and state-level planning, public engagement, design and implementation, coupled with experience in city management and operations, give him exceptional insight into community needs and capacity as someone who has carried plans beyond adoption and into reality.***

EXPERIENCE

21 years

EDUCATION

MPA, Urban and Environmental Planning, Texas State University

BS, Geography – Urban and Regional Planning, Texas State University

REGISTRATION

Fellow, American Institute of Certified Planners #022822

Congress for the New Urbanism–Accreditation

Select Awards

Karen B. Smith Chapter Award, American Planning Association, while serving as Texas Chapter President-Elect

Community of the Year Award, Texas Chapter APA, City of Buda, while serving as Planning Director

American Planning Association:

- Gold Planning Achievement Award – Best Practice, Unified Development Code, City of Brownsville, 2021

RELEVANT PROJECT EXPERIENCE

Comprehensive Plan | City of Seguin | Project Manager

Comprehensive Plan | City of Hutto | Project Manager

Comprehensive Plan | City of McAllen | Project Manager

Comprehensive Plan | City of Georgetown | Senior Advisor

Comprehensive Plan | City of Gun Barrel City | Economic Analyst

Comprehensive Plan | City of Live Oak | Project Manager

Comprehensive Plan | City of Pflugerville | Project Manager

Comprehensive Plan with Parks | City of Manor | Project Manager

Downtown Master Plan | City of Canyon | Project Manager

Downtown Master Plan | City of Hutto | Project Manager

Downtown Master Plan | City of McAllen | Project Manager

Downtown Master Plan | City of Seguin | Project Manager

Downtown Master Plan | City of Victoria | Project Manager

On-Call Planning Services | City of Brownsville | Project Manager

On-Call Planning Services | City of Buda | Project Manager

Unified Development Code | City of Georgetown | Project Manager

Unified Development Code | City of Brownsville | Project Manager

Unified Development Code | City of McAllen | Project Manager

Unified Development Ordinance | City of Victoria | Project Manager



Wendy Bonneau FAICP

Principal-in-Charge

Wendy Bonneau is an award-winning urban planner, FNI Vice President/Principal and the Firm's Urban Planning + Design Practice Leader.

She offers extensive experience in the fields of planning, architecture and urban design and has experience in municipal and higher education master planning, downtown planning, transit-oriented developments, public participation, conceptual/schematic design, project management, funding and implementation. Her 31+ years of experience in leading charrettes give her an exceptional ability to work with community groups in building consensus. Wendy is an active member of the American Planning Association and serves the APA National Board as Director of Region III. ***She has held numerous leadership positions at the state and local level of APA and is the past Chairwoman of the Northeast Leadership Forum and founder of the Emerging Young Leaders Group. Wendy has led or been actively involved with more than 30 comprehensive plans throughout her career with FNI.***

EXPERIENCE

31 years

EDUCATION

Bachelor of Environmental Design, Texas A&M University

REGISTRATION

Fellow, American Institute of Certified Planners #018886

Select Awards

American Planning Association:

- Gold Award for Best Practice, City of Brownsville Unified Development Code, 2021
- Gold Award for Public Outreach, City of Corpus Christi ADPs, 2021
- National Planning Achievement Gold Award for Implementation, City of Lewisville Vision 2025, 2020
- Comprehensive Planning Award, City of Lubbock Comprehensive Plan, 2020
- Silver Award for Urban Design, Colleyville Plaza, 2020

RELEVANT PROJECT EXPERIENCE

Medical District Area Development Plan | City of Tyler | Urban Planner

Area Development Plans | City of Tyler | Project Manager

Lake Tyler Master Plan | City of Tyler | Urban Planner

Broadway Intersection Improvements | City of Tyler | Urban Planner

University of Texas at Tyler Campus Master Plan | The University of Texas at Tyler | Assistant Project Manager

Comprehensive Plan | City of Rowlett | Principal-in-Charge

Comprehensive Plan Update | City of Grand Prairie | Principal-in-Charge

Comprehensive Plan | City of Watauga | Principal-in-Charge

Comprehensive Plan | City of Duncanville | Principal-in-Charge

Comprehensive Plan | City of Canyon | Principal-in-Charge

Comprehensive Plan | City of Georgetown | Principal-in-Charge

Comprehensive Plan | City of Lubbock | Principal-in-Charge

Comprehensive Plan Amendment | City of Missouri City | Principal-in-Charge

Comprehensive Plan | City of Bryan | Principal-in-Charge

Comprehensive Plan | City of Mesquite | Senior Advisor

Comprehensive Plan | City of Plano | Senior Advisor



Daniel Harrison AICP

Senior Advisor/Quality Control

Daniel Harrison is a Senior Urban Planner and an experienced Project Manager with long-range planning experience, such as visioning, and current planning experience, such as development codes.

His primary responsibilities include comprehensive planning, current planning, public participation and population projections for a range of client types, including cities, counties and school districts. Daniel is also the creator of FNI's model for developing modern zoning and subdivision ordinances. He creates development regulations that are practical, user-friendly, clear and conducive to quality land development. ***Daniel's extensive comprehensive planning experience provides him with a realistic understanding of implementing a community's vision through development ordinances.***

EXPERIENCE

22 years

EDUCATION

Master of City and Regional Planning, Land Use and Physical Planning, University of Texas at Arlington

MPA, Economic Development and Planning, University of Texas at Arlington

BA, Government, University of Texas at Austin

REGISTRATION

American Institute of Certified Planners, #023037

Select Awards

American Planning Association:

- Public Outreach Award, Cleburne Zoning Ordinance, 2022
- Silver Award for Best Practice, Bois d'Arc Lake Plan and Zoning, 2020
- Planning Achievement Award - Public Outreach, Duncanville Comprehensive Plan, 2019

RELEVANT PROJECT EXPERIENCE

Select List of Comprehensive Plans/Updates

- **City of Allen**
- **City of Andrews**
- **City of Bee Cave**
- **City of Balch Springs**
- **City of Big Spring**
- **City of Brady**
- **City of Bryan**
- **City of Burleson**
- **City of Canton**
- **City of Cedar Hill**
- **City of Cedar Park**
- **City of Center**
- **City of Choctaw**
- **City of Colleyville**
- **City of Copperas Cove**
- **City of DeSoto**
- **City of Fredericksburg**
- **City of Friendswood**
- **City of Frisco**
- **City of Glen Rose**
- **City of Gun Barrel**
- **City of Heath**
- **City of Hudson Oaks**
- **City of Irving**
- **Town of Little Elm**
- **City of Melissa**
- **City of Midwest City**
- **City of Mount Vernon**
- **City of Murphy**
- **City of Oak Point**
- **City of Plano**
- **City of Port Lavaca**
- **City of Portland**
- **City of Quinlan**
- **City of Richland Hills**
- **City of Sealy**
- **Town of Sunnyvale**
- **City of Waxahachie**
- **City of Willow Park**

Select List of Development Regulations

- **City of Balch Springs**
- **City of Brady**
- **City of Buda**
- **City of Celina**
- **City of Corinth**
- **City of DeSoto**
- **Town of Fairview**
- **City of Fredericksburg**
- **City of Frisco**
- **City of Garland**
- **City of Glen Rose**
- **City of Gonzales**
- **City of Haslet**
- **Town of Highland Park**
- **City of Midland**
- **City of New Braunfels**
- **City of Port Arthur**
- **Town of Prosper**
- **City of Red Oak**
- **City of Richland Hills**
- **Town of Sunnyvale**

Other Experience

- **Population Facilities Projections, Argyle ISD**
- **Population and Facilities Projections, Cedar Hill ISD**
- **Mobility Plan, Collin County**



David Jones AICP

Assistant Project Manager (Comprehensive Plan)

David Jones is an Urban Planner with a decade of experience as a municipal planner for both small historic communities and large suburban cities, including serving as a Planning Director.

As the ***former Chief City Planner for the City of Grand Prairie and former Community Development Director of the City of Cleburne***, David was responsible for coordination between citizens and elected officials on all types of planning cases, and also gained extensive experience operating in inter-agency settings with other municipal, county, and state agencies.

EXPERIENCE

14 years

EDUCATION

MPA, Public Administration, The University of Texas at Arlington

BS, Urban Planning and Design, University of Missouri-Kansas City

REGISTRATION

American Institute of Certified Planners #028476

Member of Congress for the New Urbanism

TxDOT Precertification 1.1.1, 1.3.1, 1.4.1, 1.8.1

Select Awards

American Planning Association:

- Gold Award for Best Practice, Bee Cave Unified Development Code, 2023
- Public Outreach Award, Gold, Cleburne Zoning Ordinance, 2022
- Gold Award for Best Practice, Brownsville Master PSA Unified Development Code, 2021

RELEVANT PROJECT EXPERIENCE

Comprehensive Plan Update | City of Granbury | Project Manager

Comprehensive Plan and Parks Master Plan | City of Red Oak | Project Manager

On-Call Planning Services | City of San Angelo | Project Manager

Land Development Code | City of Abiline | Project Manager

Highway 360 Corridor Plan | City of Arlington | Project Manager

South 360 Corridor Plan | City of Grand Prairie | Project Manager

Citywide Housing Analysis | City of Grand Prairie | Project Manager

Hampton Road Corridor Plan | City of DeSoto | Project Manager

On-Call Planning and Development Reviews | City of Gatesville | Project Manager

On-Call Planning Services | Town of Trophy Club | Project Manager

Future Land Use Plan | Town of Little Elm | Assistant Project Manager

Unified Development Code | City of Brownsville | Urban Planner

Comprehensive Plan, Annexation Services, Unified Development Ordinance Update, and Impact Fees | City of Portland | Urban Planner

Development Code Update | City of Las Cruces, NM | Urban Planner

Zoning Ordinance Update | City of Cleburne | Urban Planner

Comprehensive Plan Development | City of Commerce | Urban Planner

Unfied Development Code | City of Bee Cave | Urban Planner

Unified Development Code | City of Georgetown | Urban Planner

Zoning and Subdivision Ordinances | Town of Fairview | Project Manager



EXPERIENCE

7 years

EDUCATION

Master of City and Regional Planning, Ohio State University

BS, Entrepreneurship, The University of Oklahoma

Wilson Kerr

Assistant Project Manager (Codes)

Wilson Kerr is an Urban Planner and Economic Developer that joined the FNI Urban Planning + Design Group after more than five years in the public sector and a year as a land use and zoning consultant.

He has both public- and private-sector experience in strategic planning, zoning and entitlements, market and demographic analyses, housing studies and land use planning.

RELEVANT PROJECT EXPERIENCE

2024 Comprehensive Plan | City of Allen | Project Manager

Comprehensive Plan Development | City of Commerce | Project Manager

Zoning Review and Planning Services | City of Dallas - Parks and Recreation | Project Manager

Unified Development Code and Design Criteria Manual Update | City of Hutto | Assistant Project Manager

Development Code Diagnostic Report | City of Coppell | Assistant Project Manager

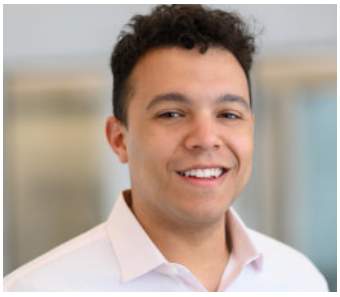
Sign Code Update | City of Cleburne | Urban Planner

Planning and Zoning Review Staff Augmentation | City of Dallas - Planning and Urban Design | Urban Planner

Planning and Development Regulations Update | City of Anna | Urban Planner

Development Regulations | City of Abilene | Urban Planner

Fairview Zoning & Subdivision Ordinances | Town of Fairview | Urban Planner



Rhys Wilson

Project Planner; Codes

Rhys Wilson is an experienced, multifaceted Urban Planner whose services have been utilized in 24 jurisdictions across the nation.

Rhys has extensive expertise in zoning analysis, land use code drafting, researching and urban design. While he brings graphic capabilities and facilitation skills, he mostly prepares land use and zoning regulations for clients focusing on parking, land use classification, use standards, definitions, procedures and development standards.

EXPERIENCE

7 years

EDUCATION

Master of Regional and City Planning, The University of Oklahoma

BA, Political Science and Geography, The University of Oklahoma

RELEVANT PROJECT EXPERIENCE

2024 Comprehensive Plan | City of Allen | Urban Planner

Comprehensive Plan and Unified Development Code| City of McAllen | Urban Planner

Comprehensive Plan Update | Town of Prosper | Assistant Project Manager

Unified Development Code Reform | City of Bella Vista, AR | Urban Planner

Sign Code Update | City of Cleburne | Urban Planner

Unified Development Code Update | City of Edmond, OK | Urban Planner

Fairview Zoning and Subdivision Ordinances | Town of Fairview | Urban Planner

Unified Development Code | City of Georgetown | Urban Planner

Unified Development Code and Design Criteria Manual Update| City of Hutto | Urban Planner

Zoning and Subdivision Regulations Update | Hunt County | Urban Planner

Unified Development Code Update | City of Las Cruces, NM | Urban Planner

Unified Development Code Update | City of Newcastle, OK | Urban Planner

Unified Development Code | City of Shawnee, OK | Urban Planner

Unified Development Ordinance | City of Victoria | Urban Planner

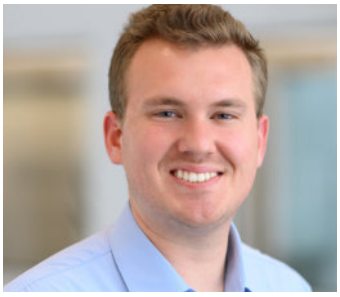
Development Regulations | City of Abiline | Urban Planner

Planning and Development Regulations Update | City of Anna | Urban Planner

Select Awards

American Planning Association:

- Comprehensive Planning Award, Comprehensive Plan and Unified Development Code, City of McAllen, 2023



Connor Roberts

Project Planner; Codes

Connor Roberts is an Urban Planner who has experience working with the general public, commissions and elected officials both as a consultant and municipal employee.

Before joining FNI, Connor served as an Urban Planner with the City of Rowlett, where he implemented zoning ordinances and long-range, comprehensive plans. His experience has instilled an understanding of achievable planning efforts and the importance of public engagement. As a member of the FNI team, Connor's primary roles include project assistance, public outreach, and coordinating various on-call review services provided by the Urban Planning and Design group. His practical approach to planning yields meaningful, implementable plans and ordinances for his clients.

EXPERIENCE

4 years

EDUCATION

BA, Urban Studies and Affairs, The University of Texas at Austin

RELEVANT PROJECT EXPERIENCE

2024 Comprehensive Plan | City of Allen | Urban Planner

Comprehensive Plan Update | City of Midlothian | Urban Planner

Comprehensive Plan Update | Town of Argyle | Assistant Project Manager

Comprehensive Plan | City of Frisco | Urban Planner

Comprehensive Plan Update | City of Granbury | Urban Planner

Comprehensive Plan Update | Town of Prosper | Urban Planner

Comprehensive and Downtown Plan | City of Seguin | Urban Planner

Unified Development Code and Design Criteria Manual Update | City of Hutto | Urban Planner

Unified Development Code | City of Georgetown | Urban Planner

Lake Ralph Hall Comprehensive Plan and Zoning Regulations | Upper Trinity Regional Water District | Urban Planner

Future Land Use Plan | City of Mansfield | Urban Planner

On-Call Engineering and Planning Services | City of Denison | Project Manager



EXPERIENCE

1 year

EDUCATION

BA, Urban Studies and Urban Education, Columbia University

Karen Chavez

Project Planner; Codes

Karen is a motivated and visionary Urban Planner with a strong foundation in urban design, land use planning and community development.

She is equipped with a recent degree in Urban Studies and hands-on experience through internships and collaborative projects. Karen is passionate about creating sustainable, inclusive and vibrant communities by integrating innovative planning strategies and public engagement.

RELEVANT PROJECT EXPERIENCE

Comprehensive Plan Update | Town of Argyle | Urban Planner

Comprehensive Plan Update | City of Longview | Urban Planner

Comprehensive Plan Update | City of Midlothian | Urban Planner

Campus Master Plan | Texas A&M University-Kingsville | Urban Planner

Downtown Plan | City of Brownwood | Urban Planner

Future Land Use Plan | City of Mansfield | Urban Planner

Unified Development Ordinance | City of Bonner Springs, KS | Urban Planner

Subdivision Regulations Update | Tarrant County | Urban Planner

Hazard Mitigation Plan Update | City of Tulsa, OK | Urban Planner

Planning and Development Regulations Update | City of Anna | Urban Planner



Caitlin Admire AICP, LEED® AP, ENV SP

Area Planning; Resilience; Codes

Caitlin Admire has both public- and private-sector experience in landscape architecture, urban design, strategic land planning, zoning and entitlements, higher education campus planning, sustainable design, community resilience and municipal policy.

As both a Designer and Project Manager, her projects span North America and vary in scale, from a few acres to several thousand. She sees urban design as an important piece of the city fabric that, when done right, creates a complex public realm that provides opportunities for people, culture, ideas, commerce and nature to thrive. Caitlin holds multiple certifications related to sustainable design and infrastructure. Her commitment to sustainability was ingrained during her time working for the City of Austin's Office of Sustainability, where she crafted policies and programs related to carbon neutrality, natural systems, green infrastructure, sustainable buildings and landscapes and community resilience.

EXPERIENCE

14 years

EDUCATION

Master of Landscape Architecture, Kansas State University

REGISTRATION

American Institute of Certified Planners #34995

LEED® AP Neighborhood Development #0011279717

Envision Sustainability Professional #42883

RELEVANT PROJECT EXPERIENCE

Rockdale Comprehensive Plan and Parks Plan | City of Rockdale | Project Manager

Comprehensive Plan, Vision and Development Regulations Diagnostic | City of Bulverde | Project Manager

Comprehensive Plan and Parks Plan Update | City of Schertz | Assistant Project Manager

Comprehensive Plan and Downtown Plan | City of Hutto | Assistant Project Manager

Unified Development Code and Design Criteria Manual Update | City of Hutto | Project Manager

Downtown Plan | City of Brownwood | Project Manager

Comprehensive Plan | City of Lockhart | Project Manager

Future Land Use Plan | City of Mansfield | Urban Planner

Campus Master Plan | Texas A&M University-Kingsville | Urban Planner

Comprehensive Plan and Unified Development Code | City of McAllen | Assistant Project Manager

Comprehensive Planning Services | City of Manor | Assistant Project Manager

Select Awards

American Planning Association:

- Comprehensive Planning Award, Comprehensive Plan and Unified Development Code, City of McAllen, 2023



Ryan Slattery ACIP, ENV SP

Resilience; Codes

Ryan Slattery is an experienced Project Manager and Urban Planner with a focus on building equitable resilience for diverse communities.

In addition to comprehensive plans, his experience includes code modernization (construction and infrastructure design), sustainable design, affordable housing, redevelopment, public engagement and strategic planning. Ryan brings experience as community organizer, policy advisor and project manager with positions in both the private and public sectors. Prior to joining FNI, Ryan worked as a resilience planner where he leveraged the disaster recovery process to advance comprehensive resilience strategies. Ryan has worked with federal, state and local agencies with a focus on building future resilience.

EXPERIENCE

11 years

EDUCATION

MArch, Urban and Suburban Design, University of Houston

BA, Government and History, The University of Texas at Austin

REGISTRATION

American Institute of Certified Planners #34501

Envision Sustainability Professional #52836

RELEVANT PROJECT EXPERIENCE

Neighborhood Resilience Plans* | City of Houston | Project Manager

Comprehensive Construction Code Modernization* | City of Houston | Project Manager

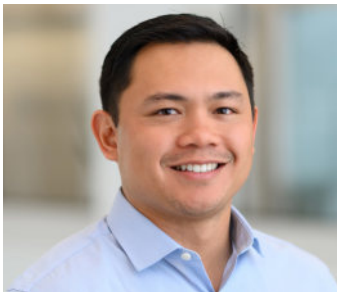
LEED for Cities and Communities Certification (Gold)* | City of Houston | Project Manager

Standardized Infrastructure Resilience Assessments* | Harris County | Program Manager

Flood Resilience Plan Framework* | Harris County | Program Manager

Project Prioritization Framework* | Harris County | Program Manager

*Prior to joining FNI



Christopher Sison

Project Planner; Area Planning

Christopher Sison is a Landscape Designer and Planner with design experience in master-planned communities, parks, streetscapes and commercial landscapes.

He has helped advance projects from their initial concept through construction documentation. Prior to joining FNI, Chris worked for a landscape architecture practice in Southern California where he learned to adapt to new developments and practices in water conservation and landscape design. He is dedicated to providing solutions at all scales and phases of development to promote resilient and equitable communities.

EXPERIENCE

8 years

EDUCATION

Master of Landscape Architecture, University of Southern California

BS, Urban Planning, Arizona State University

RELEVANT PROJECT EXPERIENCE

Tyler Junior College Facilities Master Plan | Tyler Junior College | Urban Planner

Comprehensive Plan | City of Pflugerville | Urban Planner

Comprehensive and Downtown Plan | City of Seguin | Urban Planner

Comprehensive Plan | City of Wylie | Urban Planner

Development Code | City of Las Cruces, NM | Urban Planner

360 Corridor Plan | City of Arlington | Urban Planner

Hampton Corridor Plan | City of Desoto | Urban Planner

Hunt County Subdivsion and Zoning | Hunt County | Urban Planner

Mobberly Complete Street | City of Longview | Urban Planner

Comprehensive Plan | City of Pflugerville | Urban Planner

Comprehensive Plan and Unified Development Code | City of McAllen | Urban Planner

Comprehensive and Downtown Plan | City of Hutto | Urban Planner

Downtown Master Plan | City of Canyon | Urban Planner

Zoning Code and Subdivision Regulations Update | City of Canyon | Urban Planner

Comprehensive Plan Update | Town of Argyle | Urban Planner

2024 Comprehensive Plan | City of Allen | Urban Planner

Select Awards
American Planning Association:

- Comprehensive Planning Award, Comprehensive Plan and Unified Development Code, City of McAllen, 2023



Shad Comeaux AICP

Campus Planning Alignment

Shad Comeaux is an FNI Vice President/Principal and an Urban Planner. Additionally, he leads the urban planning efforts in the Western Gulf Coast Division.

Shad has led a variety of planning projects, including small-area/downtown plans, comprehensive plans and campus master plans. He has applicable experience in zoning, future land use and redevelopment. His passion for client service leads him to provide open communication, timely responsiveness and efficient project delivery. Shad's experience with community and stakeholder involvement allows him to address specific needs and concerns of clients, while also building consensus among citizens. His experience with assisting communities and institutions through visioning, goal-setting and priority recommendations has allowed him to develop and utilize a variety of techniques to gather information during any stage of the planning process.

As a former municipal planner, Shad has unique insight into challenges and opportunities that lead to plans based in reality, with achievable implementation strategies.

EXPERIENCE

24 years

EDUCATION

Master of City and Regional Planning, Planning, The University of Texas at Arlington

Bachelor of Environmental Design, Architecture, Texas A&M University

REGISTRATION

Fellow, American Institute of Certified Planners #018886

Select Awards

American Planning Association:

- Gold Award for Public Outreach, Area Development Plans City of Corpus Christi, 2021
- Planning Achievement Award - Gold, Comprehensive Plan Update, 2019
- Honorable Mention, Comprehensive Plan Update, City of Seabrook, 2017
- Long Range Planning Award, Downtown Plan, City of Port Arthur, 2016

RELEVANT PROJECT EXPERIENCE

Facilities Master Plan | Tyler Junior College | Project Manager

Area Development Plans | City of Tyler | Urban Planner

Comprehensive Plan Update | City of Midlothian | Project Manager

Comprehensive Plan Update | City of Duncanville | Project Manager

Comprehensive Plan | City of Stafford | Project Manager

Comprehensive Plan and Parks Plan Update | City of Schertz | Project Manager

Campus Master Plan | Texas Wesleyan University | Assistant Project Manager

Campus Master Plan | Sul Ross University | Project Manager

Campus Master Plan | Lamar Institute of Technology | Urban Planner

Campus Master Plan | South Texas College District | Urban Planner

Campus Master Plan | Tarleton State University | Urban Planner

Various Planning Projects, Tarrant County College District | Urban Planner

Revitalization Plan for Cavile Place and Surrounding Neighborhood | Fort Worth Housing Authority-City of Fort Worth | Urban Planner

Urban Villages for Southeast Fort Worth | City of Fort Worth | Urban Planner



Brian Crooks AICP

Transportation Plan

Brian Crooks is a Transportation Planner with experience in the public and private sectors throughout the U.S.

His expertise is diverse and includes MPO planning, travel demand modeling, transportation planning GIS, demographic analysis, light rail planning, public involvement, people mover systems, micro-mobility planning, bicycle-pedestrian planning, impact fee development, corridor planning, regional planning, thoroughfare planning, city transportation planning and roadway safety planning.

EXPERIENCE

20 years

EDUCATION

Master of Urban Planning, McGill University

BA, History, Simon Fraser University

Diploma in Forestry, Vancouver Island University

REGISTRATION

American Institute of Certified Planners #32843

RELEVANT PROJECT EXPERIENCE

Thoroughfare Update | City of Terrell | Project Manager

Thoroughfare Plan Update | City of Rockwall | Project Manager

Long-Range Transportation Plan | City of Longview | Transportation Planner

Water, Wastewater and Roadway Master Plan and Impact Fee Update | City of Lancaster | Transportation Planner

Transportation Plan | City of Kilgore | Transportation Planner

County Thoroughfare Plan | Hunt County | Project Manager

Thoroughfare Plan Review and Update | Ellis County | Transportation Planner

Harry Hines Boulevard Transportation Master Plan | North Central Texas Council of Governments-Transportation | Transportation Planner

On-Call Thoroughfare Plan Administration Services | Denton County | Assistant Project Manager

Comprehensive Plan | City of Plano | Transportation Planner

Comprehensive Plan | City of Pflugerville | Transportation Planner

Comprehensive Planning Services | City of Manor | Transportation Planner

Comprehensive Plan Update | City of Granbury | Transportation Planner

Comprehensive Plan | City of Red Oak | Transportation Planner

County Thoroughfare Plan | Johnson County | Assistant Project Manager

Select Awards

American Planning Association:

- Silver Award for Transportation, Bergstrom Spur Rail to Trail Corridor Study, Capital Area Metropolitan Planning Organization, 2021



Edmond Haas AICP

Transportation Plan

Edmund Haas serves as FNI's Transportation Planning Group Manager.

His transportation planning experience includes city and county thoroughfare planning, corridor planning, transportation environmental documentation (DEIS, PEL, MIS and EA), implementation of roadway impact fee systems, traffic impact studies, site access and circulation studies, parking demand studies and demographic/ spatial analyses using GIS applications. His urban planning experience involves the preparation of policy-oriented comprehensive and growth strategy plans. Eddie has successfully prepared and managed planning studies and represented projects on behalf of clients in public meetings. He has strong project management, organizational and communication skills with an emphasis on consensus building. Eddie's community commitment includes more than 12 years of service on the City of Coppell's Planning and Zoning Commission, where he lives.

EXPERIENCE

35 years

EDUCATION

Master of Urban Planning, Urban Planning, Texas A&M University

BS, Construction Science, Texas A&M University

REGISTRATION

American Institute of Certified Planners #012890

Select Awards

American Planning Association:

- Silver Award for Transportation, Bergstrom Spur Rail to Trail Corridor Study, Capital Area Metropolitan Planning Organization, 2021
- Gold Award for Transportation Planning, Transportation Plan, City of North Richland Hills, 2020
- Comprehensive Planning Award, Envision Odessa Comprehensive Plan Update, City of Odessa, 2016

RELEVANT PROJECT EXPERIENCE

Comprehensive Plan | City of Longview | Transportation Planner

Long-Range Transportation Plan | City of Longview | Project Manager

Comprehenisve Plan | City of Lockhart | Transportation Planner

Comprehensive Plan | City of Odessa | Project Manager

Comprehensive Plan | City of Plano | Transportation Planner

Comprehensive Plan | Town of Prosper | Project Manager

Comprehensive Plan | City of Waxahachie | Transporation Planner

General Planning Consulting Services | Capital Area Metropolitan Planning Organization | Assistant Project Manager

Thoroughfare Plan | Cooke County | Project Manager

Thoroughfare Plan Update | Denton County | Project Manager

Thoroughfare Plan Review and Update | Ellis County | Project Manager

Transportation Plan Update | City of Garland | Project Manager

Master Thoroughfare Plan Update | City of Fort Worth | Project Manager

Comprehensive Plan, Annexation Services, Unified Development Ordinance Update, and Impact Fees | City of Portland | Transportation Planner

SH 191 Corridor Study / Management Plan | Permian Basin MPO | Project Manager



Mark Priestner

Codes

Mark brings decades of planning experience in the Tyler area for private and public sector clients. His background provides a unique perspective on how municipal regulations affect private development and how to craft ordinances to promote growth.

Municipal clients include the Cities of Tyler, Kilgore, Chandler, Bullard, Jacksonville, Palestine, White Oak, and Crockett. Municipal services range from zoning and subdivision consulting, and site and area development plans to full comprehensive plans. Private sector planning projects range from due diligence to full development plans, including residential, mixed-use, and commercial projects. Mark has assisted in organizing public meetings and corresponding with stakeholders.

EXPERIENCE

24 years

EDUCATION

Bachelor of Arts, Urban and Regional Planning,
Texas State University

RELEVANT PROJECT EXPERIENCE

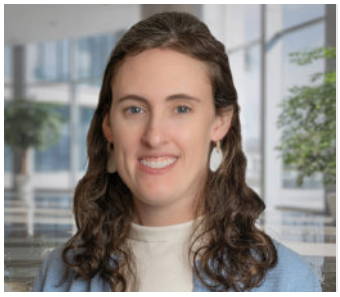
Tyler21 Comprehensive Plan | City of Tyler | Served as a subconsultant to Goody Clancy on Tyler's 18-month Comprehensive Plan. Planning Concepts was tasked with the downtown portion, parks, recreation and open space, and facilitating public input. Tyler 21 was followed by an extensive update to the development code.

Lake Tyler Master Plan | City of Tyler | Project Manager*
The Lake Tyler Master Plan was a comprehensive look at all properties around Lake Tyler and Lake Tyler East owned or controlled by the City of Tyler. The plan looked at residential development, commercial and marina development, and recreational opportunities. The goal of the plan was to develop strategies to protect water quality while promoting use and enjoyment of the two lakes.

Kilgore Comprehensive Plan | City of Kilgore | Project Manager*
Completed a 12-month comprehensive planning process that included future land use, master street plan, parks and open space, housing, downtown, annexation, utilities, and infrastructure. The process included innovative public input opportunities and was completed on time and within budget. At the request of the City Council, a complete rewrite of the development related codes followed the Comprehensive Plan.

Pollard Park Rehabilitation | City of Tyler | Public Involvement Coordinator
Provided a preliminary park master plan, which revitalizes existing park features, adds necessary amenities, and re-imagines certain areas and aspects of the park in an effort to refresh this well-used neighborhood park.

*Prior to joining Halff



Kendall Howard AICP

Area Planning

Kendall manages the planning team in the Richardson office and serves as Project Manager for planning projects including comprehensive plans, park and recreation system master plans, special area plans, trail and bikeway master plans, and grant writing for communities.

Kendall has experience in community, parks, and transportation planning in Texas, Oklahoma, and New Mexico communities, and has worked at Halff since 2016. Prior to joining Halff, Kendall worked at the North Central Texas Council of Governments focusing on development of the long-range transportation plan for the Dallas-Fort Worth region.

EXPERIENCE

13 years

EDUCATION

Master of City & Regional Planning, University of Texas at Arlington

Bachelor of Arts, History & Urban Studies, University of Texas at Austin

REGISTRATION

American Institute of Certified Planners, Texas No. 027486

RELEVANT PROJECT EXPERIENCE

Forward Fate Comprehensive Plan | City of Fate | Project Manager
Responsible for client coordination, internal and external team management, and development/review of materials. As one of the fastest growing cities in the Metroplex, the City of Fate sought a new comprehensive plan that would be grounded in fiscal resiliency and incorporate Strong Town principles as they evaluate future development opportunities.

Northlake Next Comprehensive Plan | Town of Northlake | Project Manager
Responsible for client coordination, internal and external team management, and development/review of materials. Northlake is a rapidly growing community in the northwestern part of the DFW Metroplex and sought an update to their community blueprint. Kendall also led the development of a small area plan for a new Town Center for the community.

Picture Wilmer 2040 Comprehensive Plan | City of Wilmer | Project Manager
Responsible for client coordination, internal and external team management, and development/review of materials. Wilmer is a community in southern Dallas County that has experienced significant industrial growth but lacks the residential and commercial growth the community desires. The Halff team utilized a scenario modeling approach to determine the benefits and trade-offs of growth and redevelopment patterns in the future. Kendall also worked with the community to develop a complementary vision plan and corridor study for downtown Wilmer.

Lewisville Healthy Infrastructure Plan | City of Lewisville | Project Manager
Responsible for client coordination, internal and external team management, and development/review of materials for the innovative parks system plan update for the City of Lewisville. An equity index was created to determine where there are concentrations of potentially underserved residents and was used to inform the prioritization of park, recreation, and open space recommendations.

Select Awards

- Texas APA Planning Excellence Award Environmental Planning, Lewisville Healthy Infrastructure Plan (2023)
- Texas APA Community of the Year, City of Fate (2022)



Brad Johnson

Area Planning

Brad has 17 years of experience in planning and urban design in the private and public sectors, including work on special area plans, citywide plans, site planning, public realm design, zoning, urban design guidelines, development review, design review systems, environmental review and historic preservation.

His versatile skillset uniquely qualifies him to oversee complex, multi-disciplinary planning and design projects. Prior to joining Halff, Brad served as Principal Planner for the City and County of Denver, Colorado, which allows him to understand the challenges you face in balancing the objectives of stakeholders, Council and internal partners. Brad has also worked on and led numerous planning and regulatory efforts for unique subareas within cities. Contexts have included downtowns, corridors, transit station areas, campuses, greenfield areas and more.

EXPERIENCE

17 years

EDUCATION

Graduate Certificate in Urban Design, University of Pennsylvania

Master of Arts-Urban and Regional Planning, University of Iowa

Bachelor of Science-Geography, Texas A&M University

RELEVANT PROJECT EXPERIENCE

City of Azle Comprehensive and Downtown Plan | City of Azle | Project Manager
Responsible for policies, design, and implementation tasks to chart a path for the City of Azle over the next 20 years. This project updates the City's comprehensive plan through a thoughtful community engagement process. The project will result in a new land use plan, throughfare plan, downtown-specific plan element and parks and recreation master plan update.

City of Richland Hills Comprehensive Plan | City of Richland Hills | Strategic Urban Design Advisor
Responsible for the strategic oversight related to urban design on this project to update Richland Hills' comprehensive plan in a manner that shifts focus to redevelopment. With the City largely built out, decision makers and staff wished to amend the comprehensive plan to speak more to redevelopment scenarios. The effort will focus around providing clear guidance for regulatory changes that result in design excellence, sensitivity to context, and economic benefit. The effort includes analysis of two catalyst sites to test and inform policies under consideration in the process. Given the small size of Richland Hills and focus on redevelopment, Halff is taking an context-based, area plan approach to this citywide plan. This includes developing tailored land use, design and mobility recommendations for varying corridors and residential neighborhoods.

Hampton Road Character Code | City of DeSoto | Project Manager
Responsible for creating character-driven zoning districts for properties along and nearby a one-mile stretch of the Hampton Road corridor in DeSoto, Texas. Five new zoning districts prioritize placemaking and pedestrian-oriented streets. The resulting development of this area will establish a new walkable, mixed use corridor that serves as destination for DeSoto residents and others around the region.



Travis James MBA

Economic Development

Travis James brings extensive experience in economic analysis, strategic planning, tax increment financing and public policy development. He leads TXP's efforts in land use planning, economic impact analysis, and tax revenue forecasting.

Travis has conducted over 200 economic and tax revenue impact studies for projects throughout the United States. He also specializes in sub-regional analysis that requires blending economic analysis, land planning, GIS tools, and long-term forecasting. Travis also serves as the economist on retainer for several Texas cities. Travis also spent five years as a project manager at a national economic development consulting firm, where he worked on numerous studies throughout the U.S.

EXPERIENCE

27 years total

EDUCATION

MBA, St. Edward's University

BA, Economics, University of Texas at Austin

BS, Computer Science, Texas State University

Select Awards

- American Planning Association - Pflugerville APA-TX Award, 2022

RELEVANT PROJECT EXPERIENCE

Downtown Master Plan and Tax Increment Reinvestment Zone | City of Victoria | Economic Development
As a subconsultant to FNI, TXP was the firm responsible for economic development issues, a market assessment, and the financial analysis. In collaboration with FNI, TXP identified retail, commercial, residential, and tourism opportunities. After the City adopted the Downtown Masterplan, TXP was reengaged to help implement a downtown tax increment reinvestment zone. The City formally adopted its first TIRZ in December 2021. Other local taxing entities are in the process of joining the TIRZ to help fund the strategies and recommendations in the masterplan.

Underground Conversion of Overhead Utilities on the Broadway Street Corridor | City of San Antonio | Economic Development
Broadway Street is a vital north-south corridor connecting Downtown San Antonio with urban neighborhoods to the north. The Broadway Street Corridor project will reconstruct approximately 3.1 miles of the corridor into a complete street that is pedestrian- bicycle- and transit-friendly. TXP was retained by the City to estimate the fiscal impact of converting utilities from overhead to underground for the Upper Segment Phase I of the Broadway Street Corridor. TXP and its subconsultant examined real estate projects in the surrounding area built over the past 10-15 years, interviewed local developers, reviewed academic literature, and identified potential redevelopment of parcels along the corridor. Based on TXP's analysis, the San Antonio Midtown TIRZ approved paying for these improvements with TIRZ funds in December 2021.

Economic Development, Tourism and the Cultural Arts | Texas Cultural Trust | Economic Development
Since 2008, TXP has been engaged every two years to measure and quantify the economic and tax impact on the cultural arts on Texas. TXP's analysis and findings are included in the Texas Cultural Trust's State of the Arts Report. In addition, TXP has been hired to examine the importance and measure the impact of Texas Commission on the Arts Cultural District funding in diverse cities across Texas including Abilene, El Paso, Houston, Fort Worth and Lubbock.

Budget and Fee Schedule

The Request for Proposal provided limited guidance regarding scope and level of effort. As a result, the estimate below is broad and makes several unspecified assumptions, and also serves to demonstrate the capacity of our strong multi-firm team to deliver an innovative, award-winning combination of planning services to a significant level of project detail and delivery. This proposal is not written in a way to constitute a contractual scope of services and fee, as we recommend detailed scoping following selection to ensure the ultimate contract best meets the needs of the City of Tyler. All three firms forming our partnership share a unified perspective regarding client relationships, focusing on the needs and culture of the client to deliver the best possible client service. We look forward to developing a detailed project scope, approach and budget that takes your community to the next level.

Project Management and Quality Control/Assurance	**$40,000**	**5%**
Internal/External Meetings, Community Engagement, Online Engagement	**$150,000**	**20%**
includes advisory committee meetings, biweekly client meetings, biweekly internal meetings, necessary internal/external kickoff meetings, interactive project website with associated features/virtual engagement, community events in various formats, meeting-in-a-box kits for jurisdictional support		
Preparation of Comprehensive Plan, Including Up To Two Area Plans	**$300,000**	**41%**
includes snapshot assessment, vision/goals/principles establishment, future land use/development and growth management, economic development and fiscal resilience, transportation/mobility policy, community character and health, housing and neighborhoods, and an implementation program.		
Preparation of a Unified Development Code	**$250,000**	**34%**
includes preparation of a code diagnostic report, drafting of code in a modulized approach, draft consolidation and three anticipated full draft revisions		
Added-Value Recommended Items/Betterment	**$0**	**0%**
An estimated fee is not provided, but our local knowledge of the City of Tyler and its planning efforts has prompted our partnership to recommend the following: - Parks, Recreation and Open Space Plan (nearing expiration under TPWD) - Consideration of additional area plans		
Total Estimated Fee	**$740,000**	

References from Similar Projects



CITY OF MCALLEN

Edgar Garcia
Director of Planning
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edgar.garcia@mcallen.net



CITY OF GEORGETOWN

Sofia Nelson
Planning Director
512-931-7611
sofia.nelson@georgetown.org



CITY OF SEGUIN

Pamela Centeno
Director of Planning/Codes
830-386-2505
pcenteno@seguintexas.gov



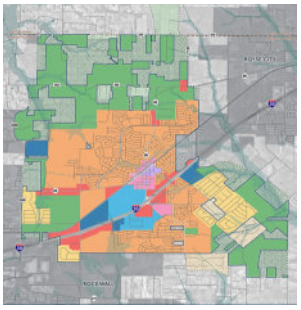
CITY OF MANSFIELD

Matt Jones
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- Strategic Initiatives and
Performance Management
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CITY OF PLANO

Doug McDonald, AICP
EDC Director
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dougm@plano.gov



CITY OF FATE

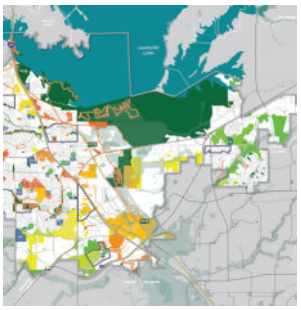
Ryan Wells
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halff



CITY OF LONGVIEW

Ingrid Self
Assistant Director of
Development Services
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iself@longviewtexas.gov



CITY OF LEWISVILLE

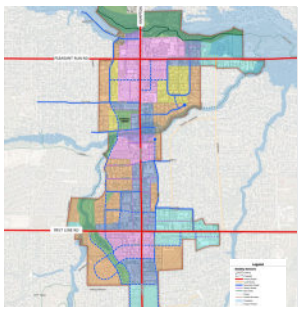
Stacie Anaya
Director Parks and Recreation
972.219.3458
sanaya@cityoflewisville.com

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CITY OF BROWNSVILLE

Helen Ramirez, AICP
City Manager
956-548-6005
helen.ramirez@brownsvilletx.gov



CITY OF DESOTO

Matt Carlson
Chief Executive Officer
972-230-7309
mcarlson@desototexas.gov

halff



Mission

Innovative approaches

Practical results

Outstanding service

Vision

Be the firm of choice for clients and employees

LEADS Values

Learn continuously

Engage as family

Act with integrity

Deliver quality

Serve always

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. M-2

Date: August 14, 2024

Subject: Request that the City Council consider authorizing the City Manager to execute a contract with HDR Engineering, Inc., for the design of the 2024 Railroad Crossing Improvements for a total of $600,000.00.

Item Reference:

The August 1, 2022, Toole Design Group Downtown Square and Broadway Avenue Conceptual Design memo report recommended changing the downtown streets from one-way to two-way. To accomplish this, the railroad crossings on E. Locust St, E. Ferguson St and E Erwin St must be reconfigured. Ferguson has only signage at the railroad crossing, but Locust and Erwin have a gate and truss with lights, respectively. The City must work with the Union Pacific Railroad (UPRR) to accomplish this. It is estimated that it is an 18-24 month process with UPRR to get approved plans. With the desire to have this done before construction of the Smith County Courthouse is complete or soon thereafter, the process must start now. The Rail Section of HDR Engineering, Inc., has extensive experience with UPRR and also did the Tyler Area MPO's Railroad Crossing Inventory completed earlier this year.

The City has received many complaints about the abruptness of the Lake Street railroad crossing frequently used by those entering the Midtown District. Therefore, this project also includes reworking the grades at this crossing to allow for a smoother crossing.

Working with Tyler Water Utilities, the replacement of the water and sanitary sewer lines across the railroad right-of-way at these crossings will also be included with this project.

The change of the Locust, Ferguson, and Erwin Street railroad crossings from one-way to two-way requires considerable coordination with UPRR and several agreements that must be negotiated. HDR's experience with UPRR should make the process go smoother and more efficiently.

Funding Source - Half Cent Sales Tax

RECOMMENDATION:

Request that the City Council consider authorizing the City Manager to execute a contract with HDR Engineering, Inc., for the design of the 2024 Railroad Crossing Improvements for a total of $600,000.00.

Attachments:

Work Order HDR - 2024 RR Crossing Improvements

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

Edited/Submitted By:
City Manager

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

WORK ORDER FOR PROFESSIONAL SERVICES

PROJECT: Title of Project
WORK ORDER NUMBER: E.G. 01

This Work Order constitutes authorization by the City of Tyler, Texas (OWNER) for **HDR Engineering, Inc.** (ENGINEER) to provide engineering services for the above titled project (hereinafter called the PROJECT). The PROJECT includes the following Services:

ENGINEER shall provide engineering services for the OWNER in accordance with the STANDARD FORM OF AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES (hereinafter called the CONTRACT) dated **Month Day, Year**. The scope of services for this part of the work is generally as follows:

1) SECTION 1.2 – During the Preliminary Report Phase the ENGINEER shall: Provide the services described in SECTION 1.2 of the CONTRACT.

2) SECTION 1.3 – During the Preliminary Design Phase the ENGINEER shall: Provide the services described in SECTION 1.3 of the CONTRACT.

3) SECTION 1.4 – During the Final Design Phase the ENGINEER shall: Provide the services described in SECTION 1.4 of the CONTRACT.

4) SECTION 1.5 – During the Bidding and Negotiation Phase the ENGINEER shall: Provide the services described in SECTION 1.5 of the CONTRACT.

5) SECTION 1.6 – During the Construction Phase the Engineer shall: Provide the services described relating to bidding in SECTION 1.6 of the CONTRACT.

6) Project Specific Scope and Fees: PROJECT scope details are attached to this Work Order and fees for said scope are included.

7) PROJECT Schedule: The ENGINEER shall perform services for the PROJECT in accordance with the schedule in Exhibit B.

8) OWNER's Responsibilities: The OWNER's responsibilities shall be as described in SECTION 3 of the AGREEMENT.

9) Method of payment for various project components: OWNER shall pay the ENGINEER for services rendered as provided for in SECTION 5 of the said AGREEMENT unless modified herein and agreed to in writing by both parties to said contract.

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order No. _ to the CONTRACT dated _____ on this the _____ _____ day of _____ , 202_.

OWNER:	ENGINEER:
CITY OF TYLER, TEXAS	_____
BY:_____	BY:_____
ATTEST:_____	ATTEST:_____
DATE:_____	DATE:_____

Half Cent Sales Tax Board Approval Date: Enter approval date

City Council Approval Date: Enter approval date, Agenda Item Number: Item No.

Attachment A

This Scope of Services pertains to an Agreement by and between the CITY of Tyler, ("CITY"), and HDR Engineering, Inc. ("ENGINEER"), dated August 9, 2024, ("the Agreement").

Engineer shall perform services on the project described below as provided herein and in the Agreement. This Agreement shall not be binding until it has been properly signed by both parties. Upon execution, this Scope of Services shall supplement the Agreement as it pertains to the project described below.

PROJECT NAME: Crossing Final Design & Construction Services

PART 1.0 PROJECT DESCRIPTION:

The project consists of developing two construction packages for at-grade railroad crossing improvement projects, coordinating with Union Pacific Railroad (UPRR), and providing bidding and construction support. While this effort is to be developed as separate packages, the CITY intends to submit them to UPRR for review and approval under one Public Projects Inquiry with the understanding that each crossing would likely need a separate Construction and Maintenance Agreement with UPRR. The CITY intends to construct these crossing improvements in 2026.

The two packages are:

1 – Downtown, including Locust Street, Ferguson Street, and Erwin Street: includes converting each roadway from one-way to two-way, replacing the crossing surface, improving the approaches, and adding sidewalks on each side of the crossing. This project will require coordination with the design of the new courthouse for roadway improvements needed west of Fanin Avenue. Each of these crossings will be designed to be converted to a quiet zone at a later date. Additionally, a CITY water line within the railroad right-of-way between Ferguson Street and Locust Street would be abandoned.

2 – Lake Street crossing: includes replacing the crossing surface, improving the approaches to address profile concerns, and adding sidewalks on each side of the crossing (sidewalk will only be added through the limits of the railroad right-of-way (ROW)).

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

1. Project Management and Coordination

1.1 – Coordination / Scheduling:

- Coordinate with CITY to initiate project, provide updates on progress, and discuss deliverables.

1.2 – Progress Reports and Invoices:

- Provide monthly progress status reports summarizing work completed, issues to be resolved, and items to be completed in the upcoming month.

- Prepare and submit monthly invoices with an updated project schedule.
- Hold monthly progress virtual meetings to discuss status of the project.

1.3 – Sub-Consultant Management:

- Manage sub-consultants for survey and Subsurface Utility Engineering (SUE).
- Verify acceptable right-of-entry granted from UPRR as needed.

1.4 – Quality Assurance / Quality Control:

- Establish and execute Quality Management Plan as part of the Project Management Plan

1.5 – Meetings:

- Kick-off meeting (virtual, two hour) attended by four ENGINEER staff
- Monthly status meetings (virtual, one hour each) attended by two ENGINEER staff
- Up to four coordination meetings with the County's designer for the new courthouse (virtual, one hour each) attended by two ENGINEER staff

1.6 – Deliverables:

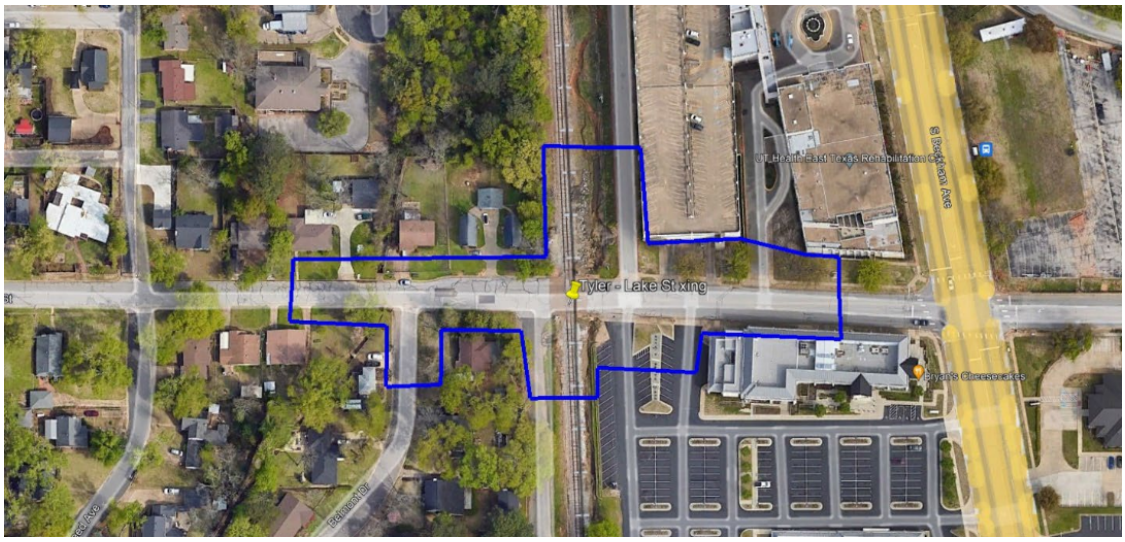
- Project Management Plan
- Project Schedule
- Quality Management Plan
- Monthly invoices and progress reports
- Meeting Minutes

2. Topographic Survey

2.1 – Topographic Survey:

- Through a sub-consultant:
  - Obtain non-intrusive UPRR Right-of-Entry, including application fee, for survey collection.
  - Establish horizontal and vertical control, including tying into control for adjacent courthouse project.
  - Establish right-of-way limits.
  - Collect and process full topographic survey at each crossing for limits noted below and top of rail for 1000' both directions from each crossing. This assumes the railroad profile will not change over the course of the design and/or construction.
  - Limits of full topographic survey collection:
    - Locust, Ferguson, and Erwin – 100' in all four directions at each crossing, including portions of adjacent streets within those limits

- Lake – for the limits shown below



2.2 – Meetings:

None planned.

2.3 - Deliverables:

- Control Sheet signed and sealed by Texas RPLS
- ASCII points in .txt format
- Topographic Survey in Microstation format and AutoCAD format
- Right-of-way lines in Microstation format and AutoCAD format
- DTM, Tin, or surface of existing ground in Microstation format and AutoCAD format

3. PS&E

3.1 - Design:

- Compile data provided by CITY and publicly available information and identify any additional data needs.
- Prepare conceptual / 10% plans per UPRR Public Projects Process based on survey data.
- Conduct 10% Design Review meeting with CITY onsite prior to submitting to UPRR.
- Submit 10% deliverable to UPRR.
- Prepare plans for 30%, 90%, and 100% design phase, using Microstation V8i and InRoads civil software and designed in accordance with CITY design guidelines. Within the 30% design phase, the UPRR 25% submittal will be developed per UPRR Public Projects Process.
    - Develop title sheet for the project plan set.

- Develop index of sheets.
- Develop key map sheet.
- Develop general notes.
- Develop quantity summary sheets.
- Develop driveway detail sheets.
    - One overall detail sheet will be provided for the roadway segment. This will include an identification number for each driveway, existing slope, and proposed slope.
    - Driveway penetrations exhibits (up to seven exhibits) will be prepared by ENGINEER, but property owner agreements will be obtained by the CITY if necessary.
    - Private parking striping configuration impacts resulting from changing from one-way to two-way will be discussed with CITY and CITY will coordinate with property owners as necessary.
- Develop erosion control plan sheets to identify the location of best management practices (BMPs) within the project limits.
- Prepare horizontal alignment data sheets.
- Prepare culvert layout sheets for two culvert location requiring extensions.
- Survey control sheets will be provided by the surveyor.
- Prepare miscellaneous construction details.
- Develop typical sections – The existing sections will indicate the pavement section (assumed based on information provided by the CITY), ROW dimensions, travel lanes, bike lanes, and sidewalks. The proposed sections will depict the proposed pavement section for the roadway, including ROW dimensions and widths of sidewalks, roadway, and lanes.
    - Geotechnical investigation is not included. Proposed pavement section to be provided by CITY or
        - for downtown crossings, will match adjacent courthouse project pavement section while salvaging the existing bricks under the existing asphalt;
        - for Lake Street, proposed pavement section will be based on minimum pavement section based on roadway classification per CITY Standards.
- Develop traffic control plans.
    - Lake Street is assumed to be full closure during construction.
    - Locust, Ferguson and Erwin St. will be phased construction.
- Develop signing and striping plan sheets.

        - Limits of signing and striping for each crossing are assumed to be:
            - Lake Street – within limits of pavement improvement and to update required railroad crossing specific signing and striping as necessary.
            - Locust Street – from N. Spring Ave. to N. Center Ave.
            - Ferguson Street – from N. Spring Ave. to N. Center Ave.
            - Erwin Street – from N. Spring Ave. to N. Center Ave.
    - Develop demolition plan sheets to depict the area and items to be removed by the contractor and UPRR.
    - Develop Plan and Profile sheets to depict the proposed design elements to include: curbs, sidewalks, and grading for the proposed roadway.
        - Limits of pavement improvement for each crossing are assumed to be:
            - Lake Street – approximately 300’ West and 300’ East from Railroad track.
            - Locust Street – approximately 50’ West and 100’ East from Railroad track
            - Ferguson Street – approximately 50’ West and 100’ East from Railroad track
            - Erwin Street – approximately 50’ West and 100’ East from Railroad track
    - Develop intersection layout sheets to provide grading information at the following intersections:
        - Belmont Dr. and E. Lake St.
        - S. Highland Ave. and E. Lake St.
        - S. Oakland Ave. and E. Lake St.
        - S. Fannin Ave. and E. Erwin St.
        - N. Fannin Ave. and E. Ferguson St.
    - Develop roadway cross-sections every 50 feet along the stationing for Lake Street, Locust Street, Ferguson Street, and Erwin Street. The cross section will extend from right-of-way to right-of-way, and will show existing surface, proposed surface, curbs, and walls (where needed). If walls are required, these will be per CITY or TxDOT Standards.
    - UPRR will be responsible for any crossing signal improvements. While track improvements may not be required to improve each crossing for vehicular traffic, UPRR may require track surfacing through each crossing. This will be determined at the diagnostic meeting.
    - Develop specifications and project manual.

3.2 - Cost Estimation:

- Develop Engineers Estimate of Probable Construction Costs (EOPCC) for each construction package based on design and anticipated railroad costs to the CITY and submitted with the 30%, 90%, and 100% milestone deliverables.
    - These construction cost estimates shall be prepared in Excel format.
    - Cost estimates shall be developed using industry standards, statewide and TxDOT district bid tabs, and bid tabs from previous CITY projects, as applicable. Estimates shall be developed in present day dollars.
    - Additional project costs that the CITY will be responsible for associated with the project impacting railroad right-of-way will be included, such as flagging.

3.3 – Meetings:

- During Monthly status meetings, over-the-shoulder design reviews and coordination may be discussed to aid in design progression.
- 10% Design Review Meeting with CITY (onsite, two hours plus travel time) attended by Project Manager
- 25% Design Review Meeting with CITY (virtual, one hour) attended by Project Manager and Roadway Design Lead
- Diagnostic Meeting with UPRR (see Task 6)
- 30% Design Review Meeting with CITY (virtual, one hour) attended by Project Manager and Roadway Design Lead
- 90% Design Review Meeting with CITY (virtual, one hour) attended by Project Manager and Roadway Design Lead
- 100% Design Review Meeting with CITY (virtual, one hour) attended by Project Manager and Roadway Design Lead

3.4 - Deliverables:

Each milestone deliverable will be submitted to the CITY as a draft for review and the CITY will provide comments for incorporation into the final milestone deliverable to be submitted to UPRR. Comments from the CITY are assumed to be minor in nature for quick incorporation to finalize submittal to UPRR for each milestone.

- All deliverables will be submitted in electronic format (PDF).
- 10% per UPRR Public Projects Process (plans)
- 25% per UPRR Public Projects Process (plans)
- 25% Resubmittal per UPRR Public Projects Process (plans)
- 30% (plans, EOPCC)

- 90% (plans, EOPCC, specifications, project manual)
- 100% (plans, EOPCC, specifications, project manual)

4. Water and Wastewater Design

4.1 – Design

4.1.1 Conceptual Design

The purpose of the conceptual design is for the ENGINEER to:

- Study the project area (desktop review only)
- Develop conceptual abandonment layouts for the 12-inch waterline extending from Locust Street to Ferguson Street

Develop the conceptual design of the of the waterline abandonment for inclusion into the 25% milestone deliverable as follows:

Data Collection

- Identify and seek to obtain data for existing conditions that may impact the project including but not limited to utilities, as-builts, and available record drawings.
- SUE collected by ENGINEER and historical geotechnical data provided by the CITY as a part of the project will be used for the design of the waterline abandonment. No additional SUE or geotechnical borings beyond this assumption are planned.

Conceptual Design will include:

- Overall Project waterline layout sheet (plan view only)

Assumptions:

- Geotechnical data shall be provided by the CITY (if any available); no additional geotechnical investigation is included.
- See Task 5 for additional information regarding SUE.
- For the UPRR 10% Submittal, callouts will be incorporated to indicate lines intended to be relocated or abandoned.
- The existing water and wastewater utilities in the project area are assumed to be undisturbed or not in need of being relocated.
- The waterline abandonment will not require detailed shoring design. Shoring design is not included as part of the design.

4.1.2 Preliminary Design (30%)

Develop the preliminary design of the infrastructure as follows:

Preliminary Design will include:

- Overall project water layout sheet
- Water plan sheets (plan view only)
- Incorporate content into PS&E 30% EOPCC

No details will be provided at this deliverable.

4.1.3 Detailed Design (90%)

Upon approval of the preliminary design plans by the CITY and UPRR, prepare detailed design plans as follows:

Development of Detailed Design Drawings and Specifications will include:

- Overall project water layout sheet
- Water plan sheets (plan view only)
- Water standard details
- Miscellaneous details
- Incorporate content into the PS&E Specifications (CITY Front Ends, ENGINEER Technical Specifications)
- Incorporate content into PS&E 90% EOPCC

4.1.4 Final Design (100%)

Upon approval of the detailed design plans by the CITY and UPRR, prepare final design plans as follows:

Development of Final Design Drawings and Specifications will include the following sheets (signed and sealed):

- Overall project water layout sheet
- Water plan sheets (plan view only)
- Water standard details
- Miscellaneous details

- Incorporate content into the PS&E Specifications (CITY Front Ends, ENGINEER Technical Specifications)
- Incorporate content into PS&E 100% EOPCC

4.2 – Meetings:

- No site visits are planned.
- 25% Design Review Meeting with CITY (virtual, one hour) attended by one ENGINEER staff
- 30% Design Review Meeting with CITY (virtual, one hour) attended by one ENGINEER staff
- 90% Design Review Meeting with CITY (virtual, one hour) attended by one ENGINEER staff
- 100% Design Review Meeting with CITY (virtual, one hour) attended by one ENGINEER staff

4.3 - Deliverables:

- All deliverables will be submitted in electronic format (PDF).
- Conceptual Design (25%) – Conceptual Design Plans (Plan View Only)
- Preliminary Design (30%) – Preliminary Design Plans (Plan View Only), EOPCC
- Detailed Design (90%) - Detailed Design Plans, Detailed Design Specifications, EOPCC
- Final Design (100%) - Final Design Plans (Signed and Sealed), Final Design Specifications (Signed and Sealed), EOPCC

5. Utility Conflict Analysis and Coordination

5.1 – Conflict Analysis:

- Collect utility records from available sources to create a utility layout that can be overlaid with PS&E plans in order to perform the utility conflict analysis at each crossing.
- Add utility labels to the PS&E plans as necessary to identify existing utilities.
- Utility inventory will be based on available SUE data, record/as-built information, and above ground facilities that are captured during surveying efforts. Locations and analysis will be updated as needed if/when test holes investigations are collected by the SUE sub-consultant.
- SUE QL-D and QL-C data will be completed using existing utility records collected/available along with incorporation of utility features captured during topographic survey. ENGINEER will request records/as-builts from utility owners located within project areas to create Utility Layout to support Utility Conflict Analysis. SUE QL-C will be conducted outside of UPRR property and not require UPRR right-of-entry permit.
- Effort does not include alternative design/option reviews.

5.2 – Coordination:

- Coordinate with CITY and utility owners, as needed to gather existing utility information, resolve confirmed conflicts identified, and assist with necessary utility permitting. If utility is clear of proposed work, collect utility clearance letters from utility owners confirming utility owner concurrence with design and analysis.

5.3 – Meetings:

- No site visits are planned.
- Host Project Utility Kick-off virtual meeting with utility owners to provide project scope information and timelines, followed by design milestone virtual meetings to keep owners up to date as the designs progress. Assumes three (3) meetings with utility owners.
- During Monthly Project Management Status Meetings utility coordination/relocation updates will be provided.

5.4 – Deliverables:

- Utility Conflict Matrix
- Utility Tracking Report for communication log with utility owners
- Utility Contact List with primary points of contact for each utility owner

6. Railroad Coordination

6.1 – Coordination:

- Submit the Public Projects Inquiry in the UPRR system on behalf of the CITY to initiate discussions with UPRR on the project.
- Provide support to CITY for the CITY to enter into a Reimbursement Agreement with UPRR. CITY is responsible for UPRR payment required.
- Submit milestone deliverables per the UPRR Public Projects Checklist.
- Review and update UPRR Comment Log for each milestone.
- Attend Diagnostic Meeting and provide meeting minutes.
- Provide support to CITY for the CITY to enter into a Construction and Maintenance Agreements with UPRR for each crossing separately. CITY is responsible for any UPRR payments required.
- Attend calls with UPRR as needed and provide meeting minutes.
- Right-of-way information will be provided by UPRR via valuation maps for approximate location of property limits for UPRR.
- Signal design will be provided by UPRR for incorporation and accommodation into overall design.

- Coordinate with UPRR as needed to gather existing utility information, resolve confirmed conflicts identified, and assist with necessary utility permitting. If utility is clear of proposed work, collect utility clearance letters from utility owners confirming utility owner concurrence with design and analysis.
- Coordinate with UPRR on proposed abandonment of existing waterline and assist the CITY and UPRR with updating the existing utility license agreements.
- Assist Contractor with obtaining UPRR Right-of-Entry.

6.2 – Meetings:

- Diagnostic Meeting with CITY and UPRR following 25% submittal (onsite, four hours plus travel time) attended by one ENGINEER staff.
- Up to four coordination meetings with the UPRR (virtual, one hour each) attended by up to two ENGINEER staff.

6.3 – Deliverables:

- UPRR deliverables will include content per the UPRR Public Projects Checklist for each milestone.
    - Concept / 10% Submittal
    - 25% Submittal
    - 25% Re-submittal
    - 30% Submittal
    - 90% Submittal
    - Final / 100% Submittal

    The above assumes that only the 25% deliverable will require a re-submittal to obtain UPRR's approval to advance to the next milestone. All other milestones are assumed to require only one submittal.
- Meeting Minutes

7. Design Support During Bidding and Construction

7.1 – Design Support During Bidding:

- Provide bid support to cover both construction packages which are assumed to be bid separately. The following will be provided for each construction package:
    - Prepare and provide sets of the bid package, including plans, specifications, instructions to bidders, general provisions, proposal, and EOPCC for the CITY to advertise for bid.
    - Prepare addenda to provide clarification and interpretation to bidders.
    - ENGINEER PM will prepare a tabulation analysis of bids, and furnish recommendation on the award of the construction contract.

- Answer up to 4 RFI's each during bidding process.

7.2 – Design Support during Construction:

- Provide construction support to cover both construction packages which are assumed to be constructed separately. The following will be provided for each construction package:
  - Answer up to 8 RFI's each during construction assigned to ENGINEER by CITY Project Manager. Not all RFI's will be directed to ENGINEER. Some will be answered by the CITY Project Manager.
  - Review up to 6 submittals each during construction assigned to ENGINEER by CITY Project Manager. Not all submittals will be directed to ENGINEER. Some will be answered by the CITY Project Manager.
  - Prepare As-Builts.

7.3 – Meetings:

None planned.

7.4 – Deliverables:

- Tabulation analysis of bids

8. Construction Observation

8.1 - Construction Observation:

- Provide onsite construction observation support to assist CITY Construction Manager for railroad related requirements to cover both construction packages which are constructed concurrently to include the following:
  - Attend pre-construction meeting (both construction packages to be constructed concurrently and meeting held within one day).
  - Prepare daily work reports when onsite.
  - Check for compliance with construction documents and railroad requirements for railroad specific items.

- This effort is based on full time support (50 hours per week, assuming 12 weeks duration for construction of the downtown crossings (Ferguson, Locust, and Erwin) and 8 weeks duration for Lake Street crossing. The construction timeline is highly dependent on UPRR forces schedules for completing their work for each crossing.

8.2 – Meetings:

- Pre-construction meeting (onsite) attended by one ENGINEER staff.
- Weekly contractor coordination meetings.

8.3 – Deliverables:

- As-Builts
- Pre-construction meeting notes
- Daily reports when onsite

PART 3.0 CITY'S RESPONSIBILITIES:

1. CITY will review documents and make decisions in a timely manner per the review times noted in Attachment B.
2. CITY will provide information on planned projects, including survey and design files, and property information within the vicinity of each crossing.
3. CITY will provide as-built and other information regarding utilities and other CITY infrastructure that is impacted by the project.
4. CITY will coordinate with Smith County to provide proposed pavement section and geotechnical report / data from adjacent courthouse project.

Exhibit B - E/A's PROJECT Schedule

Attachment B

This Schedule pertains to an Agreement by and between the City of Tyler, ("CITY"), and HDR Engineering, Inc. ("ENGINEER"), dated August 9, 2024, ("the Agreement").

PROJECT NAME: Crossing Final Design & Construction Services

Task Description	Date
City Council Meeting Approval	7/24/24
Notice to Proceed	8/9/24
Project Kick-off Meeting (virtual)	8/15/24
Survey	6 weeks from Kick-off Meeting
10% Submittal to City	4 weeks from receipt of survey
10% Submittal – City Review	1 week
10% Submittal – Design Review Meeting with City (onsite)	At end of City Review
10% Submittal to UPRR	1 week from Design Review Meeting with City
10% Submittal - UP Review	4 to 8 weeks
25% Submittal to City	13 weeks from receipt UPRR Comments
25% Submittal – City Review	1 week
25% Submittal – Design Review Meeting with City (virtual)	At end of City Review
25% Submittal to UPRR	1 week from Design Review Meeting with City
25% Submittal - UP Review	4 to 8 weeks
25% Re-submittal to City	4 weeks from receipt UPRR Comments
25% Re-submittal – City Review	1 week
25% Re-submittal to UPRR	1 week from Design Review Meeting with City
25% Submittal - UP Review	4 to 8 weeks
Diagnostic Meeting (onsite)	Within UPRR Review
30% Submittal to City	6 weeks from receipt UPRR Comments
30% Submittal – City Review	1 week
30% Submittal – Design Review Meeting with City (virtual)	At end of City Review
30% Submittal to UPRR	1 week from Design Review Meeting with City

30% Submittal - UP Review	4 to 8 weeks
90% Submittal to City	5 weeks from receipt UPRR Comments
90% Submittal – City Review	1 week
90% Submittal – Design Review Meeting with City (virtual)	At end of City Review
90% Submittal to UPRR	1 week from Design Review Meeting with City
90% Submittal - UP Review	4 to 8 weeks
100% Submittal to City	4 weeks from receipt UPRR Comments
100% Submittal – City Review	1 week
100% Submittal – Design Review Meeting with City (virtual)	At end of City Review
100% Submittal to UPRR	1 week from Design Review Meeting with City
UP Review / Approval	4 to 8 weeks
Construction and Maintenance Agreement Executed	3 to 6 months from UP Approval
Bidding	30 days
Construction NTP	30 days from Bidding
Construction	5 months

Based on the above timelines, the estimated letting date is between May 2026 and February 2027.

Note: schedule is dependent timeliness of CITY's reviews and on UPRR's responsiveness.

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

2024 Railroad Crossing Final Design & Construction Services Labor Rates

Senior Project Manager	$295.00
Senior Engineer	$280.00
Senior Advisor	$260.00
Project Engineer	$185.00
Design Engineer	$145.00
EIT	$125.00
Planning Lead	$260.00
Senior Planner	$220.00
Senior CADD Technician	$150.00
CADD Technician	$115.00
Senior Environmental Engineer	$190.00
Environmental Scientist	$110.00
Strategic Communications Lead	$235.00
Strategic Communications	$110.00
Graphic Designer	$110.00
ROW Sr. Agent	$175.00
ROW Agent	$110.00
ROW Tech	$100.00
GIS Programmer	$145.00
Admin/Accounting	$110.00

Direct Expenses	Cost
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 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
<u>Additional Insured - Owners, Lessees, or Contractors – Scheduled Person or Organization</u>

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

AND
FORM: CG 20 37 07 04
<u>Additional Insured – Owners, Lessees, or Contractors – Completed Operations</u></td></tr>
<tr><td colspan="3">OR</td></tr>
<tr><td>Option
3</td><td colspan="2">FORM: GA 4113 11 99
<u>Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization – Your Work</u>

AND
FORM: GA 233 02 07
<u>Contractors’ Commercial General Liability Broadened – with coverage for Completed Operations in conformance to specific written contract</u></td></tr>
<tr><td colspan="3">COMMERCIAL UMBRELLA / EXCESS LIABILITY

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

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

Exhibit E- Certificate of Interested Parties (Form 1295)

(If Required)

Check Here if this Section is NOT Used ☐

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

Exhibit F - Procedure for Correcting Construction Defects

Check Here if this Section IS Applicable to This Work Order ☐

PROJECT: Title of Project
WORK ORDER NUMBER: E.G. 01

****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, wastewater 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. C-A-1

Date: August 14, 2024

Subject: Request that the City Council consider authorizing the City Manager to ratify the underground fuel storage tank project total of $443,855.89 to include an additional unforeseen charge of $187,494.88.

Item Reference:

The underground storage tank at the City of Tyler Oakwood Complex was having an annual TCEQ certification test on 4/25/23, in which the initial test results failed. After numerous tests, the storage tank was found to be compromised and unable to be repaired on 7/27/23. VES reached out to a couple of Sourcewell vendors for quotes for repair or replacement. JF Petroleum Group (PSI INC.) and Mansfield Petroleum.

The scope of the project is to file all documents with TCEQ for regulatory purposes, remove the damaged tank, test the ground for any fuel release, install new storage tanks, and connect the new tanks to the Fuelmaster System. the vendor will file all tank certifications with TCEQ and handle any regulatory paperwork along with perform yearly TCEQ tank testing. Both vendors are qualified to perform these services. Quotes are as follows.

JF Petroleum - $443,855.89
Mansfield Petroleum - $456,00.00

In May 2024, some environmental issues with the ground were discovered and additional environmental soil testing was required by engineering. Additional soil and gravel were required to mediate storm water runoff. Current additional charges are $123,604.72 and $63,890.16. Additional funds could be needed if environmental testing and engineering deem necessary.

Funds will be provided by VES Capital Improvement Fund 640-0662-642-25-21.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to ratify the underground fuel storage tank project total of $443,855.89 to include an additional unforeseen charge of $187,494.88.

Attachments:
initial project data

Additional environmental charges needed.

Drafted/Recommended By:
Department Leader Stan Stoffregen Fleet Manager

Edited/Submitted By:
City Manager

TESTANK INC
TESTING • INSPECTION • COMPLIANCE

Testing Certification

Tank Owner:
City of Tyler
PO Box 2039
Tyler, TX 75710
Purpose of Test: Special Request - Tank Test Only

Site Identification: D&H UNITED 352
Site Name: City of Tyler Oakwood Complex
Site Address: 410 W Oakwood St
Tyler, TX 75702
Site Phone: (000) 000-0000 Smith County
State Registration: TX 0006043

We have performed tank tightness testing utilizing the Estabrook Inc. EZY 3 Locator Plus. In conformance to US EPA protocol, this non-volumetric method has been evaluated by Ken Wilcox Associates, Inc. and according to this firms final report dated July, 28, 2000, meets federal performance standards established by 40 CFR Part 280.40.This test method declares a tank to be leaking when an acoustic signal is detected above a baseline noise or when any water intrusion is detected during the test.

Technician: Brian Brooks Certified by Estabrook Inc since June 1, 2004 Re-certified on May 12, 2022

Tank Tightness Tests - Acoustic Method

Tank Number	Product	Tank Volume	Tank Size	Start Time	End Time	Water Level In Tank	Product Test Level	Ullage Portion Tight/Fail	Below Product Tight/Fail	Ext Water Above Tank Bottom	Water Intrusion Pass/Fail	Tank Test Pass/Fail
T1A	REGUNLD	15,883	130x	10:53	11:08	0.00	117.13	FAIL	FAIL	2.00	PASS	FAIL
T1B	CLERDSL	15,883	130x	10:53	11:18	0.00	59.50	FAIL	FAIL	2.00	PASS	FAIL
T1C	DEF FLUI	6,353	130x									NO TEST

ESTABROOK TANK TESTING SET

Set: TS01 **Calibrated:** 10/2022 **ASP:** E2206207 **DPS:** 41441721 **MIC:** M2307027 **NPG:** NG6539201 **WSD:** D1911103 **WSP:** P2207136

Set: TS02 **Calibrated:** 12/2022 **ASP:** E1906011 **DPS:** 63163805 **MIC:** M2003057 **NPG:** NG1809107 **WSD:** D2009273 **WSP:** P1611310

Comments

Conducted helium investigation on T1A REGUNLD and T1B CLERDSL.

Brian L. Brooks
Certified By: Brian Brooks

T3-Z1 **Certificate Number:** 2023-7505
Certification/Test Date: June 1, 2023

PO BOX 1216 • BELTON, TEXAS 76513 • 817-294-0112

TESTANK INC
TESTING • INSPECTION • COMPLIANCE

Customer Testing Information

D&H United 352

City of Tyler Oakwood Complex

410 W Oakwood Street

Tyler, TX 75702

Purpose of test/inspection:

Helium investigation of CLERDSL.
Pull vacuum on REG/DSL, apply helium to REG
side to determine if compartment wall is breached

Comments:

Tested both tanks, air through liquid noise that stopped at around -.88 psi. DW Dry space has 22" water (believe from the cap-grommet-was very loose-from recent rains. Removed water with bailer-pure water only. Got it down to 2". Took samples at both tanks, no gas observed in Diesel tank, and no Dsl observed in gas tank. Breach appears to be higher.

Onsite Notifications:

Believe baffle (partition) has a breach. Suggest camera be used to view inside, or an entrance into the tank (either) to view/correct/seal this issue. * Interstice sensor is not connected to monitor system. * Diesel sump lid is in bad shape. Dsl sump is full of water, Reg sump is 1/3 full. 58" water in monotoring wells.

Labor:

	Hrs
Troubleshooting-three people	2
Removal of water from interstice space with bailer	1
Helium Investigation	1

Parts:

Description	Qty
Helium	1 bottle

Service Partners
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Mansfield Service Partners South
16217 Aldine Westfield RD,
Houston, TX 77032
www.ORPP.com
713-672-4500

September 25th, 2023

ESTIMATE AND SCOPE OF WORK

City of Tyler – Mantiance Department
404 W. Oakwood Street
Tyler, Tx 75702

Re: The provided estimate is for removal and replacement of existing 36,000 Gallon multiple compartment tank. Estimate includes re-use of existing electrical & Tank equipment – Submersible turbine pumps (STP), Tank Probes and Probe wire. All fittings flex connectors and Sump and lid covers will be replaced.

Scope:

- **Contractor/City of Tyler will submit 30-day written notice to TCEQ for removal of UST & Fueling System.**
- Remove & dispose concrete covering existing 36,000 Gallon UST (approximately 20 'X 75')
- Excavate to top of UST & Disconnect electrical, product and vent lines.
- Remove and dispose of remaining products in all compartments
- Clean Existing Tank for proper disposal – Haul excavated UST from site and dispose
- Tank will meet TCEQ and NFPA requirements for Safe Hauling
- Soil samples will be taken in the excavation area following TCEQ rules & completion of Chain of Custody for soil samples delivery to appropriate laboratory. Sampling includes (3) from underneath the tank, (1) from backfill stockpile and (2) from native soil of tank hole walls. A Closure Report will be generated for City of Tyler and the TCEQ. Soils will be disposed based on test results and/or TCEQ directives.
- Furnish & install new 36,000 (15K/15K/6K) gal double-wall fiberglass UST – tank to anchored using dead-man anchoring system.
- Furnish & install backfill excavation with gravel – Quote based on vertical excavated wall - No entry method
- Vacuum Product from all Product lines and vent lines
- Existing electrical conduit and wiring will be re-routed as needed and connected to the following: (3) existing tank probe and the (3) STP.
- Obtain all Pre-burial inspections as required by local authorities
- Perform hydrostatic tank and line test
- Repair concrete with 6" 4,000 PSI concrete with #4 rebar on 12" Center for reinforcement. New concrete to be finished to match existing grade

Notes:

- **Estimate Assumes all three compartments of the existing Underground Storage Tank (UST) will have less than 2 inches of product remaining in each compartment. However, if it is discovered that there is an excessive amount of product left in the compartments when work begins, additional expenses related to pump-out and disposal may be incurred. These additional costs will be discussed with the City of Tyler at the time of discovery.**
- Existing electrical and wiring/conduit/breakers for this estimate will be reused and rerouted, as necessary. If any of its disrepair is discovered, it will be replaced on a time and material basis to be discussed with City Of Tyler on site at the time of discovery
- It is assumed existing tank probe cable will be reused
- Additional excavation and/or concrete will be removed on time and material basis to be discussed with City of Tyler on site if additional excavation is necessary

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713-672-4500

- Estimate assumes the tank hole will not require shoring and or/ pumping/removing of ground water. If shoring of excavation or groundwater pumping/removal are required there will be and additional charge to be discussed with City of Tyler on site at the time of discovery
- Estimate Excludes the haul off contaminated soil and/or Water. If soil samples come back contaminated additional charges will incur to be discussed with City of Tyler at the time of discovery.

General Project Notes:

- Estimate assumes that our contractor will take responsibility for all soil sampling and testing necessary for environmental and regulatory compliance. The associated costs for these services are included as separate line items in the in estimate. However, it is important that if City of Tyler decides to handle the Sampling and testing, the cost will be adjusted accordingly to reflect this decision.
- In the event that additional work is required or requested, all work will cease until such time that Mansfield Service Partners, Contractor, and customer have agreed to additional charges.
- Tax and freight estimated only – Taxes and freight to be invoiced at actual
- Estimate does not include any environmental Services
- Estimate does not include SWPP or SPCC plan.
- Current Lead Time on **UST is 12 Weeks** at time of order. Installation lead time will be provided at the time of bid acceptance.
- Estimate assume existing communication for fuel management and tank gauge system will be re used.
- Estimate assumes that existing equipment is in good working order, and does not require any require or upgrade
- All work to be done in accordance with Federal, State, and Local codes and regulations.
- Inform all state, county, city, and other officials as necessary.
- Ensure that regulatory inspections are done.
- Estimate assumes property is zoned properly for the purpose and use of fuel storage and dispensing.
- Estimate assumes all trenching, digging, drilling and earth removal to be dirt only. In the event that rock, water, or other large debris is encountered, additional costs will be determined and advised to customer.
- Estimate assumes all soils are good and no provision is made for excavation of or replacement of soils.
- Estimate assumes that the geotechnical Survey and Report could result in recommendation for additional inspections, surveys, soil bearing tests, compaction testing and environmental assessments or for anchoring or any additional work not specifically included in our scope description, and which could add additional costs to be advised to customer.
- There is no provision for sheet piling (If necessary for extreme dewatering).
- Provision for water spigots and air to be provided on site plans.
- Supervise the initial fuel delivery.
- Ensure that all equipment is functioning properly, including tank, piping, STP, valves, remote fill, mechanical level gauge, ATG, dispensers, fuel controller, E-stop, etc.
- Provide for warranty support of installation and Mansfield-supplied equipment.
- Bid acceptance subject to credit approval
- 25% Down payment due upon acceptance
- Payment terms will be consistent with existing fuel supply agreement
- Estimate is good for 15 Days
- Project book to be provided at completion.

Budget Number on Next Page

Mansfield **Service Partners**
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Estimated Cost:

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713-672-4500

Tank		
Double Wall - Double Bulkhead Multiple Compartment Tank 15K/15K/6K	$	128,200.00
Pipe Fittings, Sumps and hardware	$	23,600.00
Tank Valves and Fittings	$	22,500.00
Installation		
Soil Sampling and Testing	$	1,800.00
Tank Line testing (Pre & Post Burial)	$	6,700.00
Electrical	$	23,300.00
Concrete	$	58,300.00
Back Fill Material	$	5,100.00
Removal & Installation Labor	$	93,200.00
Equipment Start up Labor	$	1,400.00
Demo & Removal		
Demo/removal & Haul Off	$	18,500.00
Existing Tank Cleaning - For Disposal	$	5,600.00
Existing Tank Haul Off & Disposal	$	10,200.00
Rentals & Freight		
Tank & Deadman Freight	$	7,400.00
Crane	$	15,600.00
Heavy Equipment Rental	$	34,200.00
Permitting	$	400.00
Subtotal	$	456,000.00
Estimated Tax	$	-
Estimated Total	**$**	**456,000.00**



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713-672-4500

September 25th, 2023

Acceptance of this proposal, either written or verbal, shall constitute an agreement between **City of Tyler** (hereinafter referred to as "Operator"), and Mansfield Service Partners, (hereinafter referred to as "Service Provider"). Service Provider is in the business of, among other things, consulting with entities interested in developing potential motor fuel facilities and managing the construction of such facilities. Service Provider shall include Assisting Operator in determining the scope of work, coordination, and management of the progress of the installation throughout the project, and payment dispersal to the equipment suppliers and any other involved third parties. Service Provider shall only be responsible for faulty workmanship arising directly from negligence while performing the services provided in a forementioned scope, for a period of 1 year. Service provider does not offer any warranty on the equipment provided to the facility. However, Service Provider shall obtain the available warranties on the equipment from the manufacturer and/or local distributor and forward same to Operator. Acceptance of this agreement shall constitute a binding agreement and shall supersede and replace any provisions or terms defined in customer generated purchase orders, or other documents indicating approval of the equipment purchases or project services set forth in this proposal.

Accepted By:

SIGNATURE/DATE: _____

NAME: _____

TITLE: _____

Provided by

Ryan McGhee
Offsite Equipment Manager
Mansfield Service Partners South
Company Phone (713) 672-4500

JF PETROLEUM GROUP

Innovation that works.

JF Petroleum Group
dba McCon Building and Petroleum
1001 Spinks Rd., Ste 220
Flower Mound, TX 75028

SOURCEWELL CONTRACT 092920-JFA
TCEQ LICENSE CRP000821, (PSI JF Petroleum Group, Inc.) CRP001100 (McCon)
PROPOSAL AND AGREEMENT FORM

JF Petroleum Group QUOTE # 8-MW-QWW7848-1
DATE: 9/25/2023

Local JF Petroleum Group Contact Information:
1001 Spinks Rd., Ste 220, Flower Mound, TX 75028

PURCHASER: City of Tyler
CONTACT NAME: Debora Schreck
ADDRESS: 410 W Oakwood Dr
CITY, STATE, ZIP: Tyler, TX 75702
PHONE #
CELL PHONE #:
FAX NUMBER:
EMAIL ADDRESS:
JF ACCOUNT NUMBER
SALES REPRESENTATIVE: Michael Ward

WORK TO BE PERFORMED AT: City of Tyler Service Center
ADDRESS: 410 W Oakwood Dr
CITY, STATE, ZIP Tyler, TX 75702
FACILITY ID #:
OWNER ID

Scope of Project Tank Replacement

JF Petroleum Group (hereinafter "Seller") agrees to furnish the materials and labor to complete the work described below and in conformity with the specifications and drawings dated _____NA_____ prepared by _____NA_____and incorporated herein by reference (collectively, the "Work"), subject to the general terms and conditions described below, in this agreement:

NOTE: This proposal is priced based on Sourcewell Contract 092920-JFA.

1. Provide TCEQ Construction Notification Form and TCEQ Registration for upon completion for owner submission. Obtain permits as required by the city. Any drawings required by the city will be handled as an addition to the project or provided by the city.

2. Layout area to be uncovered. Saw cut, break, remove, haul off concrete from over the tank and small part of the product lines. Blow back all product lines to the tanks. Disconnect lines and electrical from tanks. Provide and install shoring around the excavation area. Triple wash tank interior and dispose of rinse aids. Proposal includes up to 300 gallons of rinse aids and residual fuel. Owner to pump tanks down to absolute minimum level before tank removal begins. Pull tank and set on truck. Haul off for proper disposal. Provide required soil samples and release determination report for submission to TCEQ. If clean samples are received, put all removed materials aside for reuse with new tank. Haul in extra backfill material to make up for the shorter new tank being installed. No geotechnical information was available for the shoring plan.

3. Bed tank hole with pea gravel. Reuse existing deadmen with the new tank. Unload and set new tank in the hole and strap to deadmen with new straps. Provide 30,000 gallon Glasteel II 2 compartment tank. Tank to be split 15K/15K. Ballast tank with water sourced on site. If water must be trucked in, a change order will be submitted for water transport. Backfill tank to near top of tank with removed backfill material stockpiled next to tank hole. Assumes there is no water, unstable soil, or rock in our excavation area. Any unknown issues discovered during excavation will be reported immediately and a change order submitted for approval before proceeding with the excavation. No haul off of removed materials is expected or included in this proposal. If some materials are found to be unusable due to contamination or soil intrusion, clean spoils will be hauled and disposed at $275 per truckload. No remediation activities or disposal of impacted materials is included in the base bid. Any such work required will be handled as a change order to the project. JFPG assumes all excavations it creates will be backfilled with pea gravel to the extent, quantity, or dimensions described herein. Backfill, compaction or a compaction effort with on-site spoil or imported select fill is excluded from this proposal. Further geotechnical testing for the purpose of determining water content, soil type, Atterberg limits etc. is also excluded from this proposal. All reasonable efforts will be made to avoid damage to existing pavement in our work area, however, given the nature of the work, this cannot be assured. Proposal does not include any replacement or repair to existing pavement other than replacement of removed concrete over the tank. JFPG can provide an alternate proposal if needed for other concrete repairs in the work area if desired. If existing backfill is found to be something other than pea gravel or crushed stone, such as sand, it may be necessary to replace all backfill materials. Owner will be notified immediately in that eventuality and a change order submitted for the cost to haul off the unsuitable backfill and haul in replacement backfill.

4. Once tank is in place, reconnect to existing 2" LCX product lines and electrical conduits. Reconnect to existing vent lines for gas and diesel. Abandon DEF vent line in place, cut off vent stack at grade and cap. Install new fiberglass tank sumps on the new tank. Run new product lines and electrical from point of tie in to the new tank trim. Provide and install new submserible pumps, spill containers, overfill prevention, venting, manholes and other valves and fittings for a complete tank top system.

5. Provide and install a new Blue1 6502 Gallon insulated poly above ground DEF tank adjacent to the building next to the tank excavation. Install a transition sump near the tank to tie onto the existing fiberglass DEF product line. Bring electrical from the adjancent building existing panel to power the new DEF pump. City to provide and place barracade protection around DEF tank.

6. Provide and install new Veeder-Root probes, float kits, and caps for diesel, gasoline, and DEF. Provide a wireless communications kit for communication to the DEF probe. Connect to the existing TLS450 PLUS ATG. Reuse existing tank monitor, sump and interstitial sensors.

7. Run all new power and communications wiring from the existing panels to the new fuel tank. Assumes reuse of all existing underground conduits up to the new tie in at the tank hole. If we find collapsed conduits, a change order will be submitted to excavate and replace those collapsed conduits to allow new wiring runs to the new tank.

8. Once all electrical is in place and all product lines are tied in, call for inspections and testing of lines and sumps. With passing inspections and testing, backfill to subgrade. Provide and place new maholes over new tank. Form and pour replacement concrete to replace removed pavement for our scope. Concrete to be 8" thick 4000 PSI with #4 rebar doweled into surrounding concrete.

9. City to bring in a load of fuel and DEF sufficient to purge lines and test the system. Once system is tested and confirmed functional, city to bring in additional fuel to allow for tank tightness testing.

10. JFPG will clear site of any of our work debris and turn the site over to the owner.

A credit application and review will be required for all customers that do not have a established account with JF Petroleum Group . The credit review must be completed prior to the order of any capital equipment as part of this agreement. Failure to complete and submit the documents will delay the order and delivery of equipment or goods. A copy of the credit application is attached to this agreement.

EXCLUSIONS, Items which are not part of this proposal:

a. Owner to provide water or fuel ballast for tanks upon installation. Owner is responsible for security of tanks and product if used. JF Petro Group is not responsible for the security of the ballast material during the project.

b. Only concrete as described above is included in the base bid.

c. Only electrical as described above is included in the base bid. Assumes reuse of all existing relay boxes, panels, troughs, conduit.

d. No silt fencing or erosion control is anticipated or included in this proposal.

e. Rock, water, and unstable soil if encountered will be at an additional charge and require owner approval to proceed. Refer to Section 10 Excavation clause of this contract for details. Subject to revision if geotechnical information is provided by owner prior to estimating project.

f. Assumes reuse of all existing dispensers, fuel management, and tank monitoring equipment with the exception of those items specified in the scope of work to be replaced or provided.

g. ** If needed, Rock Excavation is to be charged at $42.00 per cubic yard
** If needed for unstable soils, Casing is an additional $42.00 per foot per hole plus mobilization not to exceed $22,500.00

SUBJECT TO THE TERMS OF THIS AGREEMENT, PURCHASER AGREES TO PAY SELLER THE SUM OF Fourn Hundred Fourty Three Thousand Eight Hundred Fifty Five and 89/100 Dollars ($443,855.89) (the "Agreement Price") which includes applicable sales tax for the completion of the Work.

This is notification that this agreement is a separated contract in compliance with Texas Comptroller of Public Accounts rules. The total cost for the project is provided, but is not a lump sum contract. Owner will be provided separated invoices for labor, materials, equipment, and applicable sales tax

TOTAL PROJECT COST: $443,855.89

FINANCING PAYMENT SCHEDULE:

Equipment, freight, installation and sales tax	$443,855.89
Estimated Monthly Payment, 60 Months	$9,213.74

Financing available from PATRIOT CAPITAL CORPORATION

***Actual Payments May Vary Based on Borrowers Credit History, Transaction Size and Current Market Conditions.**

*Actual finance rates and payment amount determined on credit approval

Contact Bradley Faccento (bradley.faccento@patcapfinance.com) **404-694-0296 for more information**

STANDARD PAYMENT SCHEDULE:

Deposit due upon signing: **$110,963.97** 25.00%

FACILITY EQUIPMENT:

Facility equipment will be invoiced upon shipment from provider. Invoice due and payable 7 days from invoice date without retainage.

FACILITY EQUIPMENT	$138,756.97
FREIGHT CHARGES	$7,341.46
TOTAL FACILITY EQUIPMENT	$146,098.43
MANUFACTURER MATERIAL SURCHARGE	

PROJECT MATERIALS:

All project materials received by JFP will be stored in place, invoiced monthly and shall be due and payable within 30 days upon receipt of such invoice and subject to payment in full without retainage.

PROJECT MATERIALS:	$46,156.58
INSTALLATION:	$218,117.19
TOTAL INSTALL	$264,273.76

70% due upon installation of tanks. 20% due upon completion of piping. 10% is due upon completion. Change Orders and additional charges billed upon completion and shall be due and payable within 30 days upon receipt of such invoice.

APPLICABLE SALES TAX:	$0.00
TOTAL COST:	$410,372.19

REMOVAL PROJECT: **$33,483.70**

70% due upon removal of tanks. 20% due upon backfill and concrete if applicable. 10% due upon completion. Change Orders and additional charges billed upon completion and shall be due and payable within 20 days upon receipt of such invoice.

Labor	$33,395.20
Materials	$88.50
Removal Applicable Sales Tax:	$0.00

THIS AGREEMENT IS SUBJECT TO THE FOLLOWING GENERAL TERMS AND CONDITIONS:

1. ACCEPTANCE: This offer when accepted by Purchaser will constitute a bona fide contract subject to these terms and conditions and approval by Seller's authorized representative. Delivery of the materials/equipment herewith, installation of specified equipment, Purchaser's acceptance hereof (either in writing, in electronic format or orally in person or over the telephone), reliance on any of Seller's work, and/or the issuance of an invoice, constitutes a binding acceptance by Purchaser of the terms of Seller's proposal outlined above and these General Terms and Conditions, regardless of the terms of any subsequently issued document. This agreement is the entire undertaking of the parties for the subject matter hereof, and there are no promises, agreements, or understandings, oral or written, not specified herein.

2. PARTIES AND SCOPE OF WORK: Seller shall include said company or its particular division, subsidiary or affiliate performing the Work as defined above, Purchaser's acceptance thereof and these General Terms and Conditions. Additional work ordered by Purchaser shall also be subject to these General Terms and Conditions. If Purchaser is ordering the Work on behalf of another, Purchaser represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said Work. Unless otherwise stated in writing, Purchaser assumes sole responsibility for determining whether the quantity and the nature of the work ordered by Purchaser are adequate and sufficient for Purchaser's intended purpose. Purchaser shall communicate these General Terms and Conditions to each and every third party to whom Purchaser transmits any part of Seller's work. Seller shall have no duty or obligation to any third party greater than that set forth herein.

3. PRICES; TERMS OF SALE; CREDIT: a. All prices are quoted in good faith; however, from time to time, manufacturers may change prices without notice prior to shipment, Seller may quote an incorrect price, or applicable taxes may increase, in which case any price or tax increase may be added to Purchaser's price. Prices quoted are based on current prices and are subject to change by the manufacturer. Prices quoted shall be firm for seven (7) days from the date of this offer, unless indicated otherwise. Unless otherwise stated in this agreement, prices are F.O.B. place of manufacture. Unless otherwise stated, the freight rate in existence at the date of acceptance of this agreement shall apply but any change in freight rate in effect on shipment date shall result in a corresponding change in price.

b. Unless otherwise specified above, terms are net 7 days on delivery of equipment and due upon completion for services or installation. For equipment ordered for this project, the Purchaser will be invoiced the date the equipment is delivered (shipped from manufacturer) to Seller's warehouse for purposes of convenience or coordination and shall be considered "delivery" for billing purposes. Payment for all such equipment is due upon delivery without retainage. A deposit may be required at Seller's sole discretion. Invoices are due and payable in Flower Mound, Denton County, Texas to JF Petroleum Group, P.O. Box 676045, Dallas, Texas 75267-6045. Purchaser further agrees to pay interest on all amounts invoiced and not paid as required under this agreement at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under the applicable law), until paid.

c. Purchaser shall be responsible for and shall pay all sales, use, excise, governmental surcharge, and other taxes (including penalties and interest) levied in connection with this sale. If payment is not made promptly when due, Purchaser shall pay all costs and expenses of collection, including but not limited to, courts costs and reasonable attorney's fees. Seller may revoke any credit extended to Purchaser because of its failure to pay when due or for any other reason.

d. In addition to the contractual relationship herein created between the Purchaser and Seller, this agreement is further intended by the parties to be a SECURITY AGREEMENT, and as such does hereby create a purchase money security interest in all those certain items of property, equipment and fixtures herein described, which is the COLLATERAL of this Security Agreement. The collateral is given to secure the payment of the agreement price described above, together with all additions thereto and modifications thereof, and all costs and expenses, including but not limited to, courts costs and reasonable attorney's fees incurred by Seller in the collection of the agreement price, or the enforcement of this Contact and Security Agreement. Purchaser further grants Seller a security interest in and to all proceeds, increases, substitutions, replacements, additions and accession to the Collateral. Purchaser agrees that it will pay the Agreement Price secured hereby in accordance with the terms and provisions hereof, and failure to so pay will be considered DEFAULT hereunder, giving rise to the remedies hereinafter set forth. Additionally, it shall be considered DEFAULT hereunder if at any time Seller believes that the prospect of payment of the obligations secured hereby, or the performance of this Agreement and Security Agreement is impaired.
On the occurrence of any such event of default, and at any time thereafter, Seller may declare all obligations secured hereby to become immediately due and payable and may proceed to enforce payment of the same and exercise any and all the rights and remedies, either at law or equity, to which it may be entitled. Seller may require Purchaser to assemble the Collateral and make it available to Seller at any place designated by Seller which is reasonably convenient to both parties. Unless the collateral is perishable or threatens to decline speedily in value, or is of a type customarily sold on a recognized market, Seller will give Purchaser reasonable notice of the time and place of any public sale of the collateral or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, by certified mail, return receipt requested to Purchaser's address as shown above. Expenses of retaking, holding, preparing for sale, or the like, shall include reasonable attorney's fees and related legal expenses incurred by Seller.
All terms used herein which are defined in the Uniform Commercial Code of Texas (Texas Business and Commercial Code) shall have the same meaning herein as in said Code.

e. **Bill & Hold Arrangement - Bill & Hold** is a service offering JF Petroleum Group will provide to its customers upon request, when events that are outside of the customer's control (i.e. site not ready, weather delays, permit delays etc.) prevent the customer from accepting physical delivery of products on the scheduled date. JF Petroleum Group will provide temporary storage and custody of the products and coordinate delivery with the customer's representative when the site is ready to accept the products. ***Temporary storage of dispensers will be subject to a storage fee of $ 90 per dispenser per month once dispensers remain in storage beyond 90 days from receipt in to warehouse.*** The products will be invoiced to the customer on the previously agreed upon date as stated in the original quote/sales order and title/ownership of the products will transfer to the customer at invoicing. Payment terms will not be altered or extended in connection with a **Bill & Hold** arrangement. Once products are invoiced and placed into **Bill & Hold**, they will be segregated and marked as customer owned material, be readily available for immediate delivery to the customer, and will be the sole property of the customer. JF Petroleum Group will have no entitlement to the products in **Bill & Hold**.

f. Seller shall not be bound by any provision or agreement requiring or providing Seller to waive any rights to any lien, including a mechanic's lien, or any provision conditioning Seller's right to receive payment for its work upon payment to Purchaser by any third party.

4. DELIVERY; SHIPMENT TERMS; FREIGHT DAMAGE CLAIMS:

a. Shipping dates are approximate; delivery assurances are based on manufacturers' material suppliers to maintain schedules. Delivery promises are contingent upon fires, strikes, accidents, lockout, work stoppages, war, riot, availability of materials, acts of God, governmental action or regulation, or for other causes beyond Seller's control. The Seller shall have no liability for any delay, failure to deliver, loss of business, liquidated damages or other loss or damages which might result therefrom. The Seller will endeavor to maintain schedules, but cannot guarantee to do so. Delivery, unless otherwise stated, does not include unloading. Seller shall not be liable for damage in transit of any materials furnished. The Purchaser shall make a secure area (the "Secured Area") available to Seller if requested by Seller. Any necessary relocation of equipment or installation materials from the Secured Area will be at Purchaser's expense.

b. The shipping terms, including the F. O. B. point (such as "shippers dock" or a designated destination), may be indicated on the face of this agreement. The shipping terms should also include whether freight is "collect" or to be "prepaid and added". If these terms are not indicated, they may be chosen by Seller at Seller's sole discretion. Whenever merchandise is delivered to the designated F.O.B. point, by common carrier (by manufacturer or Seller), or is received by Purchaser, whichever is earlier, Seller's responsibility ceases and full risk of loss (including transportation delays and losses) and title passes to Purchaser, and Purchaser shall be liable to Seller for the full price of the merchandise. Delivery to Seller's facility for purposes of convenience, coordination or price protection shall be considered "delivery" for invoice purposes.

c. If any damage is evident upon delivery, Purchaser must make a notation on the freight bill of lading and have the carrier's agent sign upon delivery for claim record. Purchaser must immediately notify Seller and file a claim with the carrier, as Seller assumes no responsibility for goods damaged in shipment. Shortages and hidden damages or defects to goods must be reported to Seller and carrier within 30 days of receipt of shipment. The quoted prices do not include the cost of unloading, which is Purchaser's responsibility.

5. SCHEDULING OF WORK: The services set forth in Seller's proposal above and Purchaser's acceptance will be accomplished in a timely, workmanlike and professional manner by Seller's personnel. If Seller is required to delay commencement of the Work or if, upon embarking upon its Work, Seller is required to stop or interrupt the progress of its Work as a result of changes in the scope of the Work requested by Purchaser, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of Seller, additional charges shall be applicable and payable by Purchaser.

6. ACCESS TO SITE: Purchaser will arrange and provide such access to the Site as is necessary for Seller to perform the Work. Seller shall take reasonable measures and precautions to minimize damage to the Site and any improvements located thereon as the result of its Work or the use of its equipment; however, Seller has not included in its fee the cost of restoration of damage which may occur. If Purchaser desires or requires Purchaser to restore the Site to its former condition, upon written request, Seller will perform such additional work as is necessary to do so and Purchaser agrees to pay to Seller for the cost.

7. PURCHASER'S DUTY TO NOTIFY SELLER: Purchaser represents and warrants that it has advised Seller of any known or suspected hazardous materials, utility lines and pollutants at any site at which Seller is to do work hereunder, and unless Seller has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Purchaser agrees to defend, indemnify and hold Seller harmless from all claims, suits, citations, fines, losses, costs and expenses, including reasonable attorney's fees, as a result of personal injury, death or property damage occurring with respect to Seller's performance of its Work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to Seller by Purchaser.

8. INSURANCE, LIMITED WARRANTY, INDEMNITY AND HOLD HARMLESS:

a. Seller does not extend any warranties to Purchasers of materials and equipment. The products sold by Seller may be warranted by the manufacturer of the product but only to the extent of any warranty offered by the manufacturer. Purchaser shall register equipment warranties with the manufacturer. MANUFACTURERS OR SELLER HAVE NO LIABILITY WHATSOEVER FOR INDIRECT, SPECIAL,INCIDENTAL OR CONSEQUENTIAL DAMAGES, including but not limited to lost profits, down time, loss of material or product, clean up costs associated with loss of product, or damage to other equipment, unless said damage is proven to have been caused by Seller's sole negligence. No warranty is extended where equipment is improperly installed by Purchaser, its employees, agent, representative or contractor. Seller represents that it will convey good title to the items purchased, however, except as modified in the next paragraph, SELLER MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY SELLER.

b. Seller extends to Purchaser a limited warranty for Seller's work performed under this Agreement that such work will be rendered in accordance with good commercial practice for a limited period of ninety (90) days from the date of Seller's completion of such work, unless otherwise required by applicable law or unless amended by an instrument in writing signed by the parties; HOWEVER, IF DURING THIS PERIOD, THERE IS A MALFUNCTION DUE TO SELLER'S IMPROPER OR SUBSTANDARD PERFORMANCE, SELLER'S LIABILITY IS LIMITED TO THE COST OF REPAIR OR REPLACEMENT OF SUCH EQUIPMENT (PROVIDED THAT SELLER IS GIVEN THE OPTION OF PERFORMING SUCH REPAIR OR REPLACEMENT WORK). THIS LIMITED WARRANTY IS NULL AND VOID IN THE EVENT THAT THE PURCHASER OR A THIRD PARTY PERFORMS SUBSEQUENT WORK ON THE EQUIPMENT INSTALLED OR REPAIRED BY SELLER. UNDER NO CIRCUMSTANCES IS SELLER LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, DOWN TIME, LOSS OF MATERIAL OR PRODUCT, CLEAN UP COSTS ASSOCIATED WITH LOSS OF PRODUCT, OR ANY DAMAGE TO EQUIPMENT NOT SERVICED, REPAIRED, OR INSTALLED BY SELLER. IN THE EVENT THAT SELLER SHALL BE LIABLE TO PURCHASER FOR DAMAGES ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, WHETHER ARISING BY NEGLIGENCE, INTENDED CONDUCT (BUT NOT INTENTIONAL MISCONDUCT), PURCHASER MAY RECOVER FROM SELLER DIRECT DAMAGES NOT TO EXCEED THE AGGREGATE AMOUNT OF PURCHASE PRICE PAID BY PURCHASER FOR THE PARTICULAR GOODS OR SERVICES TO WHICH A CLAIM OF LIABILITY IS ASSERTED.

c. To the extent allowed by law Purchaser agrees to hold Seller harmless from and defend and indemnify it against any of Seller's or Purchaser's losses in connection with any property damage, personal injury or death, whether same is related to any claim, penalty, or fine by government agency for pollution, environmental damage, cleanup, or otherwise, or whether any claim is made by any third party against Seller or Purchaser or said damage, personal injury or death is claimed or sustained by Purchaser or Purchaser's employee or made against Purchaser or Seller in connection therewith, including but not limited to damages, costs, expenses, and attorneys fees, except to the extent that said damage, personal injury or death is proven to have been caused by the negligence or fault, the breach or violation of a statute, ordinance, governmental regulation, standard, or rule, or the breach of the contract of the Seller, its agent or employee or any third party under the control or supervision of the Seller, other than the Seller or its agent, employee or subcontractor of any tier. Where a penalty, fine or claim for pollution damage or cleanup is made against Seller in connection with installation of materials or equipment, Purchaser agrees to hold Seller harmless from and defend and indemnify it against same, except to the extent that said fine or claims is proven to have been caused by the negligence or fault, the breach or violation of a statute, ordinance, governmental regulation, standard, or rule, or the breach of the contract of the Seller.

d. Seller shall have NO LIABILITY under this warranty if equipment malfunctions or other problems result, directly or indirectly, from accident (not caused by Seller), subsequent work on equipment by Purchaser or third party, improper operation of equipment, inadequate maintenance, and/or failure to protect properly the equipment from environmental hazards. Seller does not assume any liability and Purchaser agrees to hold Seller harmless from and defend and indemnify Seller for losses or claims for tanks(s) that emerge from their set position and/or are lost after installation due to improper ballasting, ground water, high water tables, or hydrostatic pressure, unless proper anchorage is provided for under terms of this agreement, and Purchaser shall at all times provide adequate ballast.

e. NO EMPLOYEE OR REPRESENTATIVE OF SELLER IS AUTHORIZED TO CHANGE THIS WARRANTY IN ANY WAY.

f. Purchaser will defend and indemnify Seller against any claims for damages for profits arising from infringements of patents, designs, trade secrets, copyrights, trade names, and/or trademarks with respect to goods manufactured, either in whole or part, to Purchaser's specifications, except to the extent that said claims are proven to have been caused by the negligence or fault, the breach or violation of a statute, ordinance, governmental regulation, standard, or rule, or the breach of the contract of the Seller.. Purchaser will defend and indemnify Seller against any claims for damages for profits arising from infringements of patents, designs, trade secrets, copyrights, trade names, and/or trademarks with respect to goods manufactured, by Seller and modified by Purchaser, except to the extent that said claims are proven to have been caused by the negligence or fault, the breach or violation of a statute, ordinance, governmental regulation, standard, or rule, or the breach of the contract of the Seller. Seller assumes no liability for sales engineering or application information extended by its personnel. Purchaser agrees to hold Seller and its representatives harmless from and indemnify them against any and all claims, losses, damages, judgments, and costs, whether direct or indirect, or by reason of any reliance upon said representatives concerning sales, engineering or application information provided by Seller and/or it representatives, except to the extent that said claims, losses, damages, judgments, and costs are proven to have been caused by the negligence or fault, the breach or violation of a statute, ordinance, governmental regulation, standard, or rule, or the breach of the contract of the Seller.

g. Seller shall maintain worker's compensation insurance covering its own employees. Unless otherwise specified, Purchaser shall maintain general liability, completed operations and builder's risk insurance, and shall meet financial responsibility requirements of federal and state storage tank regulations sufficient to protect against claims that may arise under this agreement. Unless otherwise specified, Seller shall not be required to obtain fidelity or surety bonds, and the cost of any such bonds may be added to the price.

h. Seller, in furnishing services hereunder, is acting only as an independent contractor. Seller does not undertake by this agreement or otherwise to perform any obligations of Purchaser, whether regulatory or contractual, or assume any responsibility for Purchaser's business operations.

i. SHOULD SELLER OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, PURCHASER, ALL PARTIES CLAIMING THROUGH PURCHASER AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON SELLER'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF SELLER, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO THE TOTAL AMOUNT OF THE FEE PAID TO SELLER FOR ITS WORK PERFORMED WITH RESPECT TO THE PROJECT.

j. NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST SELLER, ARISING FROM OR RELATED TO SELLER'S WORK, MORE THAN TWO YEARS AFTER THE CESSATION OF SELLER'S WORK HEREUNDER.

9. RELATED WORK:

a. Labor, materials and outside services for electrical, concrete, asphalt, water, sewer and natural gas work are not included in this agreement unless specified. Anchors, foundations, footings and cathodic protection are not included in this agreement unless otherwise specified. If concrete slabs are placed and finished under this agreement, the Seller shall not be responsible for the slab if such slab is not protected from traffic by Purchaser for at least a minimum of seven (7) days.

b. Seller has not included in this bid any removal or disposal of contaminated soils. If contaminated soils exist on the Site, Purchaser will be advised and a supplemental fee agreed upon for the removal and disposal of such contaminated soils will be charged. No soil or water sampling is included in this proposal, unless otherwise stated.

c. Any electrical work expressly provided by Seller is regulated by the Texas Department of Licensing and Regulation, P. O. Box 12157, Austin, TX 78711, 1-800-803-9202, 512-463-6599; website: www.license.state.tx.us/complaints. TECL # 18579 (PSI) TECL # 30139 (JF PETRO).

10. EXCAVATION: Installation is based on normal and stable soil conditions. In the event any underground structures, cables, electrical conduits, piping, storm sewers, debris, rock, environmental contamination, concrete foundations, water, running sand, caving walls, or similar non-visible obstructions are encountered, destroyed or damaged during the performance of the agreement, Seller shall not be held responsible and the Purchaser shall bear and agrees to pay any additional costs associated therewith. Additional cost or expense incurred by Seller resulting from conditions described above shall be borne by the Purchaser and shall include Seller's labor, material, equipment costs and overhead costs plus a reasonable markup as determined by Seller at its sole discretion. Log boring of the excavation site is not required of Seller under this agreement, except when a specific amendment is attached to the body of this agreement. This quotation is based on the walls of the excavation being vertical. If it is necessary for any reason to slope banks of the excavated area where the tanks are to be installed Purchaser agrees to pay an additional charge for excavation and extra backfill material. If any underground hazards listed above are encountered the Purchaser will be notified and will inspect the site and give the Seller written notice of his inspection results and will include the order to proceed. If it becomes necessary for Seller to abandon the site of excavation due to incurable excavation problems, contamination or notice not to proceed by the Purchaser, expenses to date covering the work completed, tear down and removal of materials and equipment, and restocking charge for material ordered will be borne and shall be paid by the Purchaser. All finish grades are to be established and verified by the Purchaser.

11. CANCELLATIONS AND RETURN OF GOODS: Purchaser may cancel an order only upon advance written approval of Seller and provided Purchaser pays freight charges and Seller's reasonable cancellation and restocking charges, which are based in part on manufacturer's charges. No merchandise may be returned without Seller's advance written consent, with shipping instructions furnished, and no merchandise will be accepted for credit without Seller's authorization. At the option of the Seller, the return of material prior to Purchaser receiving Seller's approval will result in the material remaining the property of Purchaser, and it will be stored at Purchaser's sole risk and expense. If such material is not picked up by Purchaser within ten (10) days from the date of the unauthorized return, Seller, may, at its sole option, declare Purchaser's interest and right to the material forfeited and retain all money Purchaser has paid as liquidated damages. This means, Purchaser shall have no further rights in the material and no money will be refunded or credit given. If Seller accepts the material in return for credit, a handling charge based in part on acceptance of the material for return by the manufacturer will be charged, and no credit shall be issued to Purchaser until credit from the manufacturer is received.

12. GOVERNMENTAL COMPLIANCE: Environmental compliance is Purchaser's responsibility. Purchaser's failure to comply strictly with applicable federal, state or local requirements, rules and/ or regulations (including but not limited to those applicable to notice) shall completely void Seller's limited warranty as provided under Paragraph 8(b) of this Agreement. It is Purchaser's responsibility to report any inventory shortage or suspected release to federal, state and all other authorities having jurisdiction and to Seller within 24 hours of occurrence. Purchaser agrees to hold Seller harmless from and indemnify and defend Seller against any claims or liability relating to Purchaser's failure to comply strictly with all federal, state or local environmental requirements, rules and/or regulations, including those applicable to notice. If Purchaser fails to comply strictly with any federal, state or local environmental requirements, rules and/or regulations, including those applicable to notice, Purchaser hereby releases Seller its officers, directors, employees, agents, affiliates, subsidiaries, related entities, successors and assigns (collectively "Releases") from any and all liabilities, claims, obligations, suits, proceedings, causes of action, whether known or unknown, suspected or unsuspected, both at law and in equity, which Purchaser ever had, now has or may hereafter have against any of the Releases arising out of or relating to its failure to comply strictly with all federal, state or local environmental requirements, rules and/or regulations, including those applicable to notice. Unless otherwise specified herein, Purchaser or its agent shall furnish a state fire marshal's permit, if required, and all other permits, licenses, inspections fees or approvals, whether required by federal, state or local regulations. Purchaser shall register all new or replacement regulated storage tanks in accordance with applicable state and local regulations. Purchaser represents that no consent, approval, or authorization, declaration or filing with any third party or governmental agency is required in connection with the performance of the Purchaser's obligations hereunder or to permit Seller to perform its obligations hereunder, other than those approvals that have been previously obtained in writing by Purchaser.

13. MANUFACTURER INFORMATION: Seller may provide manufacturer's product information and installation instructions for informational purposes, but makes no representations regarding such information. Seller may also provide manufacturer's product operating manual when available.

14. HAZARDOUS MATERIALS: Nothing contained within this agreement shall be construed or interpreted as requiring Seller to assume the status of an owner, operator, generator, storey, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollu-tants. Purchaser assumes full responsibility for compliance with the provisions of the Resource Conservation and Recovery Act ("RCRA") and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.

15. HARDWARE/ SOFTWARE COMPATIBILITY: In connection with this agreement, the parties assume that any fueling system hardware and software supplied by Purchaser is inherently compatible and requires only routine startup and programming. If on startup, it is discovered that the hardware/software is not compatible or has innate deficiencies that require additional configuration or upgrading, Seller shall be held harmless from any resulting delays in completion of the work, and shall be entitled to full payment of the Agreement Price. In the event Purchaser discovers that the hardware/software is not compatible or has innate deficiencies that require additional configuration or upgrading, and more than thirty (30) days from the date of Seller's completion of such work have not elapsed, Purchaser shall immediately notify Seller, within seven (7) calendar days from the date of such discovery(ies). Notification must be made by telephone contact, immediately followed by written confirmation within twenty-four (24) hours. If additional configuration is needed and timely notification is given to Seller as provided under this agreement and if Seller conducts the additional configuration or upgrading, Purchaser shall immediately compensate Seller for the labor and material required to make the system functional.

16. ADMINISTRATIVE PROVISIONS:

a. Changes. This agreement may be amended at the request of either party from time to time by written Change Order signed by both parties, setting forth the particular changes to be made and the effect of such changes on the price and on the time of completion, subject to Seller's approval. A charge may be made for changes in drawings and/or specifications after Purchaser and Seller have previously agreed upon same. The total charge will include order reprocessing costs, additional material and labor costs. The total charge for these changes will be agreed to after receipt of written Purchaser authorization or direction for these changes.

b. Record keeping. Purchaser is responsible to keep daily accurate inventory records on products stored in tanks, lines, and dispensing equipment. In the event of a shortage or leakage within seven (7) calendar days from date of installation, Purchaser shall immediately notify Seller. In no event shall Seller be responsible for shortages, clean-up or related costs incurred for said shortages or leakages prior to notification. Notification must be made by telephone contact, immediately followed by written confirmation within twenty-four (24) hours.

c. Contingencies. Seller shall be excused from performance under this agreement and will have no liability for any period it is prevented from performing any of its obligations, in whole or in part, as a result of delays caused by Purchaser or a third party or by and act of God, war, civil disturbance, fire, flood, frost, manufacturers' production schedules, installation schedules and coordination of trades, delays in transportation, acts of government agencies, accidents, court order, labor dispute, third party performance or nonperformance, or other cause beyond Seller's reasonable control, including failures and fluctuations in electrical power, heat , light, or telecommunications, and such nonperformance shall not be a default hereunder, or grounds for termination of this agreement. In no event shall an event of force majeure excuse the Purchaser from making any payment due hereunder.

d. Seller may take photographs (electronic and still) and video recording of all aspects of excavation and installation.

17. ENFORCEABILITY / SEVERABILITY, NON-WAIVER AND NON-ASSIGNABILITY: If any of the provisions hereof shall be deemed unenforceable by reason of law or court ruling, the remaining provisions shall be deemed enforceable. Any waiver of a breach of this agreement shall not be construed as a waiver of any other breach. Purchaser may not assign this agreement or any rights hereunder, in whole or part, without the prior written consent of Seller.

18. MANDATORY MEDIATION AND CHOICE OF LAW AND FORUM. ANY DISPUTE INVOLVING THE ENFORCEMENT OR INTERPRETATION OF THIS AGREEMENT IS SUBJECT TO MANDATORY, NON-BINDING MEDIATION UNDER THE CONSTRUCTION INDUSTRY MEDIATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION, THE COST OF WHICH IS TO BE BORNE BY THE PARTIES EQUALLY, PRIOR TO EITHER PARTY PURSUING ARBITRATION AS REQUIRED UNDER THIS AGREEMENT. THE PLACE OF THE MEDIATION SHALL BE IN DENTON COUNTY, TEXAS. All other provisions hereof and of all resulting orders are to be governed and construed under the laws of the State of Texas, and the courts of said state shall have sole jurisdiction over any dispute concerning this agreement.

19. ARBITRATION. THE PARTIES FURTHER AGREE AS FOLLOWS:(a) UPON WRITTEN NOTICE BY SELLER OR PURCHASER TO THE OTHER, ANY AND ALL CONTROVERSIES BETWEEN THE PARTIES SHALL BE RESOLVED BY ARBITRATION IN ACCORDANCE WITH THE CONSTRUCTION INDUSTRY ARBIRTRATION ASSOCIATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION IN EFFECT AT THE TIME OF FILING, UNLESS THE CONSTRUCTION INDUSTRY ARBITRATION RULES CONFLICT WITH THIS PROVISION, AND IN SUCH EVENT THE TERMS OF THIS PROVISION SHALL CONTROL. ANY ARBITRATION HEREUNDER SHALL BE BEFORE AT LEAST THREE ARBITRATORS ASSOCIATED WITH THE AMERICAN ARBITRATION ASSOCIATION AND SELECTED IN ACCORDANCE WITH THE CONSTRUCTION INDUSTRY ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. THE AWARD OF THE ARBITRATORS, OR A MAJORITY OF THEM, SHALL BE FINAL, AND JUDGEMENT UPON THE AWARD RENDERED MAY BE ENTERED IN ANY COURT, STATE OR FEDERAL, HAVING JURISDICTION. ERRORS OF LAW SHALL BE AN ADDITIONAL GROUND FOR VACATUR OF AN AWARD RENDERED PURSUANT TO THIS PROVISION.

(b) ARBITRABLE DISPUTES INCLUDE ANY AND ALL CONTROVERSIES OR CLAIMS BETWEEN THE PARTIES OF WHATEVER TYPE OR MANNER, INCLUDING WITHOUT LIMITATION, ANY CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, ALL PAST, PRESENT AND/OR FUTURE AGREEMENTS INVOLVING THE PARTIES, ANY TRANSACTIONS BETWEEN OR INVOLVING THE PARTIES, AND/OR ANY ASPECT OF ANY PAST OR PRESENT RELATIONSHIP OF THE PARTIES, SPECIFICALLY INCLUDING ANY ALLEGED TORT COMMITTED BY ANY PARTY.

(c) DEPOSITIONS MAY BE TAKEN AND OTHER DISCOVERY OBTAINED IN ANY ARBITRATION UNDER THIS PROVISION. WITHIN THIRTY (30) DAYS OF THE DATE A RESPONSIVE PLEADING IS FILED IN AN ARBITRATION PROCEEDING HEREUNDER, ALL PARTIES SHALL SERVE ON ALL OTHER PARTIES AN INITIAL DISCLOSURE AS WOULD BE REQUIRED BY RULE 26, FEDERAL RULES OF CIVIL PROCEDURE.

(d) FOR THE PURPOSES OF THIS PROVISION, "THE PARTIES" MEANS SELLER AND PURCHASER, AND ALL PERSONS AND ENTITIES SIGNING THIS AGREEMENT OR ANY OTHER AGREEMENTS EXECUTED HERETOFORE OR CONTEMPORANEOUSLY WITH AND AS PART OF THE SAME TRANSACTION WITH THIS AGREEMENT. "THE PARTIES" SHALL ALSO INCLUDE INDIVIDUAL PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND/OR REPRESENTATIVES OF ANY PARTY TO THOSE DOCUMENTS.

(e) THE PARTIES SHALL HAVE THE RIGHT TO INVOKE SELF-HELP REMEDIES (SUCH AS SET-OFF, SEIZURE AND/OR FORECLOSURE) BEFORE, DURING OR AFTER ANY ARBITRATION AND/OR PERFORMANCE, RECEIVER, INJUNCTION OR RESTRAINING ORDER, AND SEQUESTRATION) BEFORE OR AFTER ANY ARBITRATION. THE PARTIES NEED NOT AWAIT THE OUTCOME OF THE ARBITRATION BEFORE USING SELF-HELP REMEDIES. USE OF SELF-HELP OR ANCILLARY AND/OR PROVISIONAL JUDICIAL REMEDIES SHALL NOT OPERATE AS A WAIVER OF EITHER PARTY'S RIGHT TO COMPEL ARBITRATION.

(f) THE PARTIES AGREE THAT ANY ACTION REGARDING ANY CONTROVERSY BETWEEN THE PARTIES SHALL EITHER BE BROUGHT BY ARBITRATION, AS DESCRIBED HEREIN, OR BY JUDICIAL PROCEEDINGS, BUT SHALL NOT BE PURSUED SIMULTANEOUSLY IN DIFFERENT OR ALTERNATIVE FORUMS. A TIMELY WRITTEN NOTICE OF INTENT TO ARBITRATE PURSUANT TO THIS AGREEMENT STAYS AND/OR ABATES ANY AND ALL ACTION IN A TRIAL COURT, SAVE AND EXCEPT A HEARING ON A MOTION TO COMPEL ARBITRATION AND/OR THE ENTRY OF AN ORDER COMPELLING ARBITRATION AND STAYING AND/OR ABATING THE LITIGATION PENDING THE FILING OF THE FINAL AWARD OF THE ARBITRATORS.

(g) ANY AGGRIEVED PARTY SHALL SERVE A WRITTEN NOTICE OF INTENT TO ARBITRATE TO ANY AND ALL OPPOSING PARTIES WITHIN 360 DAYS AFTER DISPUTE HAS ARISEN. A DISPUTE IS DEFINED TO HAVE ARISEN ONLY UPON RECEIPT OF SERVICE OF JUDICIAL PROCESS OR OF A COMPLAINT IN ARBITRATION. FAILURE TO SERVE A WRITTEN NOTICE OF INTENT TO ARBITRATE WITHIN THE TIME SPECIFIED ABOVE SHALL BE DEEMED A WAIVER OF THE AGGRIEVED PARTY'S RIGHT TO COMPEL ARBITRATION OF SUCH CLAIM. THE ISSUE OF WAIVER PURSUANT TO THIS AGREEMENT IS AN ARBITRABLE DISPUTE.

(h) ACTIVE PARTICIPATION IN PENDING LITIGATION DURING THE 360 DAY NOTICE PERIOD, WHETHER AS PLAINTIFF OR DEFENDANT, IS NOT A WAIVER OF THE RIGHT TO COMPEL ARBITRATION. ALL DISCOVERY OBTAINED IN THE PENDING LITIGATION MAY BE USED IN ANY SUBSEQUENT ARBITRATION PROCEEDING.

(i) THE PARTIES FURTHER AGREE THAT (i) NO ARBITRATION PROCEEDING SHALL BE CERTIFIED AS A CLASS ACTION OR PROCEED AS A CLASS ACTION, AND (ii) NO ARBITRATION PROCEEDING HEREUNDER SHALL BE CONSOLIDATED WITH, OR JOINED IN ANY WAY WITH, ANY OTHER ARBITRATION PROCEEDING.

(j) ANY ARBITRATOR SELECTED SHALL BE KNOWLEDGEABLE IN THE SUBJECT MATTER OF THE DISPUTE. EACH OF THE PARTIES SHALL PAY AN EQUAL SHARE OF THE ARBITRATION COSTS, FEES, EXPENSES, AND OF THE ARBITRATORS' FEES, COSTS, AND EXPENSES.

(k) ALL STATUTES OF LIMITATIONS WHICH WOULD OTHERWISE BE APPLICABLE SHALL APPLY TO ANY ARBITRATION PROCEEDING HEREUNDER AND THE COMMENCEMENT OF ANY ARBITRATION PROCEEDING TOLLS SUCH LIMITATIONS.

(l) IN ANY ARBITRATION PROCEEDING SUBJECT TO THIS PROVISION, THE ARBITRATORS, OR MAJORITY OF THEM, ARE SPECIFICALLY EMPOWERED TO DECIDE (BY DOCUMENTS ONLY, OR WITH A HEARING, AT THE ARBITRATORS' SOLE DISCRETION) PRE-HEARING MOTIONS WHICH ARE SUBSTANTIALLY SIMILAR TO PRE-HEARING MOTIONS TO DISMISS AND MOTIONS FOR SUMMARY ADJUDICATION.

(m) THIS ARBITRATION PROVISION SHALL SURVIVE ANY TERMINATION, AMENDMENT, OR EXPIRATION OF THE AGREEMENT IN WHICH THIS PROVISION IS CONTAINED, UNLESS ALL OF THE PARTIES OTHERWISE EXPRESSLY AGREE IN WRITING.

(n) THE ARBITRATORS, OR A MAJORITY OF THEM, SHALL AWARD ATTORNEY'S FEES AND ARBITRATION COSTS TO THE PREVAILING PARTY PURSUANT TO THE TERMS OF THIS AGREEMENT.

(o) VENUE OF ANY ARBITRATION PROCEEDING HEREUNDER SHALL BE IN HIDALGO COUNTY, TEXAS.

THE PARTIES MAY AGREE IN WRITING TO USE A DIFFERENT ARBITRATION GROUP BESIDES THE AMERICAN ARBITRATION ASSOCIATION.

20. ENTIRE AGREEMENT: This Agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein; however, this agreement is subject to revision and may not be the final project cost. This agreement is further binding between the parties for all labor performed, materials supplied and/or work completed between the parties whether or not such work is included within the scope of the Work as defined herein this Agreement.

Acceptance: The above prices, specifications and conditions included and detailed above have been read are hereby accepted, including the statement concerning this project is not a "lump sum" project. Purchaser is responsible for all sales, use and other governmental taxes and charges, which are not included in the price unless expressly stated. You are authorized to do the work as specified. Payment will be made as outlined above. Seller may revoke this offer before acceptance.

IN WITNESS THEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES. This agreement is subject to revision and may not be the final project cost. Additions or deletions as defined by the owner will reflect the final project cost.

THIS OFFER MAY BE WITHDRAWN OR REVISED BY JF PETROLEUM GROUP IF NOT ACCEPTED WITHIN 7 DAYS OF THE DATE OF JF PETROLEUM GROUP'S SIGNATURE BELOW.

JF Petroleum Group dba McCon Building and Petroleum

By: Mwd

Title: Regional Sales Manager

PRINT NAME Michael Ward

DATE: 9/25/2023

ACCEPTED FOR: City of Tyler VES **(Company Name)**

By: Deb Schreck

Printed Name: Deb Schreck

Title: Fleet Services Supervisor

Date: 8/12/23

Phone Number: 903-531-1323

FAX NUMBER:

Billing Address: 410west oakwood

CITY: Tyler

STATE: tx

ZIP CODE 75702

PROJECT COST BREAKDOWN

	QTY
MATERIALS GENERAL (MISC MATERIALS)	$2,615.38
TANKS:	$118,133.12
TANK FITTINGS	$7,825.84
BACKFILL MATERIALS	$2,832.00
SUB PUMPS:	$10,482.08
TANK MONITOR:	$20,623.85
FUEL PIPING MATERIALS	$5,695.77
STEEL PIPE AND FITTINGS	$2,600.00
SUMPS/ENTRY FITTINGS	$7,907.25
VALVES AND MISC FITTINGS	$1,321.46
MONITOR WELLS	$694.80
MANHOLES	$3,597.38
BARRICADES	$584.62
FREIGHT	$7,341.46
SUBTOTAL MATERIALS	$192,255.01
INSTALLATION LABOR, EQUIPMENT AND SUBCONTRACTORS	
JF Petro INSTALLATION CREW LEADER AND SUPERVISION	$20,533.33
JF Petro INSTALLATION LABOR	$25,666.67
JF Petro SERVICE TECHNICIAN LABOR	$1,642.67
COMPANY EQUIPMENT	$1,400.00
RENTAL EQUIPMENT	$1,268.50
SUBCONTRACTORS	$148,554.92
PERMITS AND PROFESSIONAL SERVICES	$997.10
MOBILIZATION COST FOR PROJECT, INCLUDING PER DIEM	$17,936.00
MISC.	$118.00
LABOR	**$218,117.19**
APPLICABLE SALES TAX	**$0.00**
PROJECT TOTAL	**$410,372.19**

CLOSURE BREAKDOWN

MATERIALS GENERAL	88.50
CREW LEADER LABOR	5,225.00
CREW LABOR	6,050.00
COMPANY EQUIPMENT	350.00
TANK CLEAN/SAMPLING/RDR/CRANE	15,280.20
TAXABLE LABOR AND MATERIALS	
TANK DISPOSAL	2,950.00
CONCRETE DISPOSAL	3,540.00
MATERIAL THIS PROPOSAL:	$88.50
NON-TAXABLE REMOVAL LABOR/SERVICES:	$26,905.20
TAXABLE REMOVAL LABOR/SERVICES:	$6,490.00
APPLICABLE TAXES:	$0.00
TOTAL REMOVAL PROJECT COST	**$33,483.70**
TOTAL PROJECT COST	**$443,855.89**

CITY OF TYLER
PURCHASING DEPARTMENT
ATTN: SHERRY PETTIT
304 NORTH BORDER
TYLER, TEXAS 75702
903-531-1232

PURCHASE ORDER
288960

P.O. NO.: 288960
DATE: 05/31/24
CHANGE #:
DATE CHANGE:

ISSUED TO: INC. PSI
3702 S EXPWY 281
EDINBURG, TX 78542

SHIP TO: City of Tyler
410 W OAKWOOD
TYLER, TX 75702

VENDOR NO.
2875

DELIVER BY	SHIP VIA	F.O.B.	TERMS
05/28/24			NET

CONFIRM BY	CONFIRM TO	REQUISITIONED BY
	GARY DURHAM	DSCHRECK

FREIGHT	CONTRACT NO	ACCOUNT NO	PROJECT	REQ. NO.	REQ DATE
		640-0662-642.25-21		187214	05/28/24

LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	1.0	EA	PEA GRAVEL AND FILL DIRT WORK	108530.4000	108530.40
2	1.0	EA	PUMP WATER FROM WHOLE	1419.0000	1419.00
3	1.0	EA	BACKFILL MATERIAL	8260.0000	8260.00
4	1.0	EA	POUR DEADMAN ANCHORS FOR TANK	5395.3200	5395.32
				SUB-TOTAL	**123604.72**
				TOTAL	**123604.72**

SIGNED BY: Gary Durham
GARY DURHAM, PURCHASING AGENT

Important Instructions and Conditions on Reverse Side

Contractor Application and Certificate for Payment

TO OWNER:	City of Tyler PO Box 2039 TX 75710	Tyler,	PROJECT:	Service Center 410 W. Oakwood Dr. TX 75710	Tyler,
FROM CONTRACTOR:	JF Petro / McCon Building & Petroleum Services, Inc. 1001 Spinks Rd. Ste. 220 Flower Mound, TX 75028		VIA ARCHITECT:		

APPLICATION NO: 233210-TYLER-02
PERIOD TO: 5/30/2024
CONTRACT FOR: UST Replacement
CONTRACT DATE: 8/12/2023
CONTRACT NO:

Distribution to:
OWNER
ARCHITECT
CONTACTOR
FIELD
OTHER

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is hereby made for Payment, as shown below, in connection with the Contract. Contract Continuation Sheet(s), as attached.

1. ORIGINAL CONTRACT AMOUNT		$ 443,855.89
2. Net change by Change Order(s)		$ 123,604.72
3. CONTRACT SUM TO DATE (line 1 + 2)		$ 567,460.61
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 433,153.97
5. RETAINAGE:		
a. 10% of Completed Work: (Column D + E on G703)	$ -	
b. 10% of Stored Materials: (Column F on G703)	$ -	
Total Retainage (line 5a + 5b or Total in Column I of G703)		$ -
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$ 433,153.97
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 235,794.69
8. CURRENT PAYMENT DUE		$ 197,359.28
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$ 134,306.64	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner		$ -
Total approved this Month	$ 123,604.72	
TOTALS	$ 123,604.72	$ -
NET CHANGES by Change Order	$ 123,604.72	

The undersigned Contractor certifies that to the best of the Contractors knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

SUB-CONTRACTOR:
By: [signature] Date: 05-30-2024

State of: Texas
County of: DENTON
Subscribed and sworn to before me this 30th day of May 2024

JUDITH LEE TRASKELL
Notary ID #128247716
My Commission Expires
May 18, 2026

Notary Public: [signature]
My Commission expires 05-18-2026

ARCHITECTS CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED.....

(Attach explanation if the amount certified differs from the amounts applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount

By:_____ Date:_____

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Project Name:

AIA DOCUMENT G703 - Completed

AIA Document G703, APPLICATION AND CERTIFICATE FOR PAYMENT,
containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Columns I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 2332I0-TYLER-02
APPLICATION DATE: 5/30/2024
PERIOD TO: 5/30/2024

A	B	C	D	E	F	G			H	I		
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	% OF SCHED. VALUE TO BILL THIS PERIOD	BALANCE TO FINISH (C-G)	RETAINAGE		
										RETAINAGE AT 10%	RETAINAGE AMOUNT RELEASED	REMAINING RETAINAGE
Original Contract Amount												
1	New Fuel Install - PO 282368	442,213.22	235,794.69	73,754.56		309,549.25	70%		132,663.97			
2	Start Up - PO 282368	1,642.67							1,642.67			
4												
5												
6												
7												
8												
9												
10												
	SUBTOTAL:	443,855.89	235,794.69	73,754.56		309,549.25	70%		134,306.64			
11												
12												
13												
14												
15												
16												
17												
18												
19												
20												
	Total Original Contract	443,855.89	235,794.69	73,754.56		309,549.25	0.70		134,306.64			
Change Orders												
	CO1 Waste Removal & Labor - PO 268960	1,419.00		1,419.00		1,419.00	100%					
	CO2 Add Backfill - PO 268960	8,260.00		8,260.00		8,260.00	100%					
	CO3 Deadman Replacement - PO 268960	5,395.32		5,395.32		5,385.32	100%					
	CO4 Peagravel, Haul off - PO 268960	108,530.40		108,530.40		108,530.40	100%					
	Total Change Orders	123,604.72		123,604.72		123,604.72	1.00					
Grand Total												
	Total Contract	567,460.61	235,794.69	197,359.28		433,153.97	0.76		134,306.64			

JF PETROLEUM GROUP

Innovation that works

JF Petroleum Group
dba McCon Building and Petroleum
1001 Spinks Rd., Ste 220
Flower Mound, TX 75028

TCEQ LICENSE CRP000821, (PSI JF Petroleum Group, Inc.) CRP001100 (McCon)

PROPOSAL AND AGREEMENT FORM

JF Petroleum Group QUOTE # Job 23-3210 CO5
DATE: 7/2/2024

Local JF Petroleum Group Contact Information:
1001 Spinks Rd., Ste 220, Flower Mound, TX 75028

PURCHASER: City of Tyler
CONTACT NAME: Debora Schreck
ADDRESS: 410 W Oakwood Dr
CITY, STATE, ZIP: Tyler, TX 75702
PHONE #
CELL PHONE #:
FAX NUMBER:
EMAIL ADDRESS:
JF ACCOUNT NUMBER
SALES REPRESENTATIVE: Michael Ward

WORK TO BE PERFORMED AT: City of Tyler Service Center
ADDRESS: 410 W Oakwood Dr
CITY, STATE, ZIP Tyler, TX 75702
FACILITY ID #:
OWNER ID
Scope of Project Geotech and Dewatering

JF Petroleum Group (hereinafter "Seller") agrees to furnish the materials and labor to complete the work described below and in conformity with the specifications and drawings dated _____NA_____ prepared by _____NA_____and incorporated herein by reference (collectively, the "Work"), subject to the general terms and conditions described below, in this agreement:

1. This Change order covers the site investigation and engineered solution for the tank foundation. It also includes dewatering of the tank hole which will give us the ability to move forward safely and effectively with setting the tank based on the solution provided in the Geo Report. The dewatering cost is based on using the OWS (oil water separator) to discharge the water coming from the pump.
   Items to address with the approval of this change order:
   Will you be needing a discharge rate of gallons per hour to decide if the OWS will be acceptable or not for this task?
   Can we discharge the water coming from this dewatering system into the OWS?
2. NOTE: If the water cannot be run through the OWS, we will submit a cost for a frac tank to store and sample water for disposal. If any additional concrete removal is required for dewatering process, owner will be notified and cost submitted. Unit pricing with back up will be submitted for water sampling and disposal if that becomes necessary.
3. Once we receive results of the geotech investigation, the plan to stabilize the tank hole floor will be submitted to you for approval before proceeding.

Sourcewell contract margin is used in all pricing in this change order

SUBJECT TO THE TERMS OF THIS AGREEMENT, PURCHASER AGREES TO PAY SELLER THE SUM OF Sixty Three Thousand Eight Hundred Ninety and 16/100 Dollars ($63,890.16) (the "Agreement Price") which includes applicable sales tax for the completion of the Work.

This is notification that this agreement is a separated contract in compliance with Texas Comptroller of Public Accounts rules. The total cost for the project is provided, but is not a lump sum contract. Owner will be provided separated invoices for labor, materials, equipment, and applicable sales tax

TOTAL PROJECT COST: $63,890.16

Acceptance: The above prices, specifications and conditions included and detailed above have been read are hereby accepted, including the statement concerning this project is not a "lump sum" project. Purchaser is responsible for all sales, use and other governmental taxes and charges, which are not included in the price unless expressly stated. You are authorized to do the work as specified. Payment will be made as outlined above. Seller may revoke this offer before acceptance.

IN WITNESS THEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES. This agreement is subject to revision and may not be the final project cost. Additions or deletions as defined by the owner will reflect the final project cost.

TERMS AND CONDITIONS FROM ORIGINAL CONTRACT ARE APPLICABLE TO THIS CHANGE ORDER

JF Petroleum Group dba McCon Building and Petroleum

Mwd

Title: Strategic Account Manager

PRINT NAME Michael Ward

DATE: 7/2/2024

ACCEPTED FOR: City of Tyler (Company Name)

By: Deb Schreck

Printed Name: Deb Schreck

Title: Fleet Services Supervisor

Date: 7/2/2024

Phone Number: 903-531-1323

FAX NUMBER:

Billing Address: 410 west oakwood

CITY: Tyler

STATE: Txc

ZIP CODE 75702

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-2

Date: August 14, 2024

Subject: Request that the City Council consider ratifying a payment of $159,895.00 to Capps-Capco Construction, Inc., for the replacement of the failed Jeff Davis culvert.

Item Reference: **6/18/2024 Half Cent Agenda, Item 24-06-03; 8/13/2024 Half Cent Agenda, Item 24-08-01**

A corrugated metal pipe (CMP) failed at Jeff Davis Drive just west of Paluxy Drive causing the closure of the roadway and creating an emergency repair situation. A CMP typically has a finite life of 20-30 years as they will corrode and weaken over time. The failed CMP was undersized for the flows that it received, causing roadway over-topping.

Capps-Capco was contracted to replace the failed 60" diameter CMP with two (2) 60" RCPs (reinforced concrete pipes), proper headwalls, and erosion control. After the initial estimate and prior to the start of construction, additional storms washed more of the roadway into the downstream pond. Upon mobilization and start of work, it was discovered that there was a problem with the subgrade, requiring additional work in order to provide proper support for the new drainage structure.

Funding Source: Half-Cent Sales Tax Program

RECOMMENDATION:

Request that the City Council consider ratifying a payment of $159,895.00 to Capps-Capco Construction, Inc., for the replacement of the failed Jeff Davis culvert.

Attachments:
IMG_8150
IMG_8142
IMG_8238
IMG_8385
IMG_8400
Jeff Davis Dranage 7-3-24 (4)
107513_CityofTyler_Emergency _ Jeff Davis Culvert Repair 01 App'd

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

Environmental Compliance Engineer

Edited/Submitted By:
City Manager


DIRECTION
280 deg(T)
32.27159°N
095.28246°W
ACCURACY 5 m
DATUM WGS84
2024-06-04
08:16:34-05:00


DIRECTION
328 deg(T)
32.27155°N
095.28255°W
ACCURACY 4 m
DATUM WGS84
2024-06-04
08:14:18-05:00


DIRECTION
188 deg(T)
32.27180°N
095.28295°W
ACCURACY 11 m
DATUM WGS84
2024-06-11
18:26:10-05:00


DIRECTION
210 deg(T)
32.27156°N
095.28260°W
ACCURACY 7 m
DATUM WGS84
2024-06-14
10:52:28-05:00


DIRECTION
163 deg(T)
32.27159°N
095.28262°W
ACCURACY 4 m
DATUM WGS84
2024-06-17
08:14:07-05:00



CAPCO CONSTRUCTION, INC
13044 CR 192· Tyler, TX 75703
(903) 531-9670 ·Fax (903) 531-9675

Date: July 2, 2024

Job No:

Invoice Number: 107513

City of Tyler

Re: City of Tyler_Jeff Davis _
Emergency Culvert Repair

Category	Amount
Date of Service: June 2024	
Time/Labor/Equipment Charges	
60" RCP (112 LF @ $485.00)	$54,320.00 ✓
CH-FW-O(2:1) on Double 60" RCP (2 EA @ $19,150.00)	$38,300.00 ✓
Clearing, Mobilization and Insurance	$6,500.00 ✓
6" Asphalt Repair (120 SY @ $170)	$20,400.00 ✓
Flexbase Backfill (182 @ $125)	$22,750.00 ✓
Rock Rip Rap @ Outfall (30 SY $175.00)	$5,250.00 ✓
Foundation Bedding Rock (99 CY @ $125)	$12,375.00 ✓
No Charge for Pond Cleaning	
TOTAL INVOICE AMOUNT	$159,895.00

Rec'd 07/08/2024
App'd 07/19/2024
For emergency repair of Jeff Davis after a failed culvert caused the roadway to collapse.
Half Cent Funds: $159,895.00
231-_____-_____.___-___

Paul Neuhaus

As always, we appreciate the opportunity to be of service.
Tax ID # 26-0368802


DIRECTION
143 deg(T)
32.27158°N
095.28263°W
ACCURACY 5 m
DATUM WGS84
2024-06-04
08:14:57-05:00


DIRECTION
156 deg(T)
32.27165°N
095.28263°W
ACCURACY 4 m
DATUM WGS84
2024-06-03
09:06:35-05:00





CAPPS-CAPCO CONSTRUCTION, INC.

ESTIMATE

FOR

CITY OF TYLER _ JEFF DAVIS RD

EMERGENCY_CULVERT REPAIR

ITEM NO		QUANTITY	UNIT	UNIT PRICE	EXTENSION
	SINGLE RUN				
1.00	60" RCP	60	LF	$485.00	$29,100.00
2.00	CH-FW-O (2:1 SL) ON 60" RCP	2	EA	$13,950.00	$27,900.00
3.00	CLEARING, MOBILIZATION AND INSURANCE	1	LS	$5,500.00	$5,500.00
4.00	6" ASPHALT REPAIR	54	SY	$170.00	$9,180.00
5.00	FLEXBASE BACKFILL	70	CY	$125.00	$8,750.00
6.00	ROCK RIP RAP @ HEADWALLS	30	SY	$175.00	$5,250.00
					~~$85,680.00~~
	DOUBLE RUN				
1.00	60" RCP	120	LF	$485.00	$58,200.00
2.00	CH-FW-O (2:1 SL) ON DOUOBLE 60" RCP	2	EA	$19,150.00	$38,300.00
3.00	CLEARING, MOBILIZATION AND INSURANCE	1	LS	$6,500.00	$6,500.00
4.00	6" ASPHALT REPAIR	65	SY	$170.00	$11,050.00
5.00	FLEXBASE BACKFILL	95	CY	$125.00	$11,875.00
6.00	ROCK RIP RAP @ HEADWALLS	30	SY	$175.00	$5,250.00
					$131,175.00
	* FOUNDATION BEDDING ROCK IF NEEDED	1	CY	$125.00	
				TOTAL	

Capps-Capco Construction, Inc. Contractor
13044 CR 192 Tyler, TX 75703

INITIAL ESTIMATE FROM CONTRACTOR; COT TYLER ESTIMATE TO HALF CENT BOARD WAS $165,000

Paul Neuhaus

(Signature)

(Signature)

Paul Neuhaus, Stormwater Mgmnt & Env Comp Engineer

By (Printed Name)

By (Printed Name)

06/04/2024

Date

Date

AGENDA

HALF CENT SALES TAX CORPORATION

REGULAR MONTHLY MEETING

Tyler Development Center - Large Conference Room
423 W. Ferguson
Tyler, Texas

Tuesday, June 18, 2024
9:00 a.m.

****

AMERICANS WITH DISABILITIES ACT NOTICE

The City of Tyler wants to ensure that Half Cent Sales Tax Board Meetings are accessible to persons with disabilities. If any individual needs special assistance or accommodations to participate in this meeting, please contact Dana LeBrun at 903-531-1126 in advance so that accommodations can be made.

Si usted necesita ayuda con la interpretación o traducción de cualquier material en este sitio o en una reunión pública de la Ciudad de Tyler por favor llame al (903) 531-1126.

****

I. Call to Order.

II. Consider approval of the Minutes of the Board Meeting held on Tuesday, May 14, 2024.

III. ITEMS FOR CONSIDERATION:

24-06-01 Request that the Half Cent Sales Tax Board consider approving 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.

24-06-02 Request that the Half Cent Sales Tax Board consider approving the final payment and retainage to Morton Enterprise, for the 2024 Asphalt Crack Seal Project.

24-06-03 Request that the Half Cent Sales Tax Board consider ratifying a payment of $131,175.00 to Capps-Capco Construction, Inc., for the replacement of the failed Jeff Davis Drive culvert.

IV. Project Status Updates:

- 2020 Highway Safety Improvement Program (HSIP) - Gentry Parkway Corridor Improvements.
- Intelligent Transportation System Master Plan – Utilizing Technology for Traffic Improvements.

V. Revenue and Expense Report.

VI. Adjourn.

****

CERTIFICATE OF POSTING

This is to certify that on the _____ day of _____, 2024, at _____ M., the above notice was posted on the bulletin boards of City Hall.

_____
City Clerk or Staff Designee

This is to certify that on the _____ day of _____, 2024, at _____ M., the above notice was posted at the Tyler Development Center, 423 W. Ferguson, Tyler, Texas.

_____
Staff Designee

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-3

Date: August 14, 2024

Subject: Request that the City Council consider authorizing the City Manager to declare a Ford Explorer and Chevy Tahoe as surplus property and approve the inter-local agreement authorizing the sale to Lindale Independent School District for a total purchase price of $24,000.00.

Item Reference:

The City of Tyler Vehicle Services Department currently owns a 2018 Ford Explorer unit 18853 with a mileage of 82,390 and a 2020 Chevrolet Tahoe unit 19829 with a mileage of 88,512. Lindale ISD requested the City of Tyler sell them these units so they may update their fleet. Tyler City Code Section 4-9 provides that the City is authorized to initiate or respond to requests for transfer of surplus or salvage property to other governmental agencies. The Vehicle Services Department is of the opinion that execution of this agreement and the conveyance of the vehicles to Lindale ISD will be highly beneficial to both entities in their effort to provide services to the public. Lindale ISD agrees to pay $24,000.00 for these units. By executing the agreement, Lindale ISD will become the owner of unit 18853 and 19829. Lindale ISD shall be responsible for removal and all future use, maintenance, repair, preservation, and liability.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to declare a Ford Explorer and Chevy Tahoe as surplus property and approve the inter-local agreement authorizing the sale to Lindale Independent School District for a total purchase price of $24,000.00.

Attachments:
lindale interlocal agreement

Drafted/Recommended By:
Department Leader Stan Stoffregen Fleet Manager

Edited/Submitted By:
City Manager

COUNTY OF SMITH	§	**INTERLOCAL AGREEMENT BETWEEN**
	§	**CITY OF TYLER AND LINDALE**
	§	**INDEPENDENT SCHOOL DISTRICT**
	§	
	§	
	§	
STATE OF TEXAS	§	**SALE OF SURPLUS FORD EXPLORER AND CHEVROLET TAHOE**

This Interlocal Agreement ("Agreement") is entered into by and between the City of Tyler, Texas ("Tyler") and Lindale Independent School District ("Lindale ISD") pursuant to the authority granted under and in compliance with the provisions of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

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

WHEREAS, the City of Tyler Vehicle Services Department ("VES") currently has one Ford Explorer and one Chevrolet Tahoe vehicles that have been replaced; and

WHEREAS, at the request of VES, the Tyler City Council has declared such Ford Explorer and Chevrolet Tahoe vehicles to be surplus property; and

WHEREAS, Lindale ISD requested to purchase the surplus Ford Explorer and Chevrolet Tahoe vehicles from the City to update their current fleet; and

WHEREAS, after the completion of the sale, Lindale ISD agrees to and would be responsible for removal and all future use, maintenance, and repair of the equipment; and

WHEREAS, the Parties agree that execution of this Agreement and the sale of the Ford Explorer and Chevrolet Tahoe vehicles to Lindale ISD will be highly beneficial to both entities in their efforts to provide services to the public and the public will benefit from this Agreement; and

WHEREAS, Tyler City Code, Chapter 4, Article I, Section 4-9(d) provides that the City of Tyler is authorized to initiate or to respond to requests for transfers of surplus or salvage property to other governmental agencies.

NOW THEREFORE, the Parties hereby agree as follows:

1. Tyler agrees to sell and, Lindale ISD agrees to buy one (1) Ford Explorer and (1) Chevrolet Tahoe vehicles owned by Tyler as more thoroughly identified below (the "Vehicles"):
   Unit No. 18853 – 2018 Ford Explorer
   Unit No. 19829 – 2020 Chevrolet Tahoe

2. Lindale ISD agrees to pay Tyler the total purchase price of Twenty-Four Thousand dollars and no cents ($24,000.00) on or before August 14, 2024.

3. Tyler warrants that it has full legal title to the Vehicles.
4. The Vehicles are sold in an "as is" condition. Tyler hereby disclaims any warranty of merchantability, working order, or condition of the Vehicles except that the Vehicles shall be sold in its present condition.

5. Lindale ISD shall be responsible for the pick-up and removal of the Vehicles from Tyler VES and all future possession, use, maintenance, registration, and repair of the Vehicles following the effective date of this Agreement. The Vehicles shall be picked up on or before August 14, 2024.

6. By signing this Agreement and upon receipt of payment from Lindale ISD to Tyler, Lindale ISD assumes ownership and possession of the Vehicles and shall be responsible for all future use, maintenance, repair, and preservation thereof as well as registration, titling and any associated costs. Furthermore, the Parties hereby agree that effective upon the date of sale, Tyler shall be released from all liability, and Lindale ISD assumes full, total, and sole liability and responsibility for the Vehicles and for any resulting injuries, losses, damages, or claims of any sort resulting from, involving, or in any way related to the Vehicles. The parties hereto agree that the payment to Tyler by Lindale ISD of the amount in Section 2. above, the assumption of the duties by Lindale ISD pursuant to this section, and the benefits to Lindale ISD and its citizens that are associated with the transferred Vehicles, all constitutes good, valuable, and adequate consideration for the parties to enter this Agreement.

7. Upon the effective date of this Agreement and receipt of payment, Tyler relinquishes all rights of ownership, possession, and maintenance of the Vehicles to Lindale ISD. Immediately thereafter the Parties shall effectuate the transfer of title to the Vehicles and Tyler shall properly submit a Vehicle Transfer Notification to the Texas Department of Motor Vehicles.

IN WITNESS WHEREOF, the City of Tyler, Texas, and Lindale ISD have caused this Agreement to be executed and effective as of the 14th day of August, 2024.

APPROVED BY THE TYLER CITY COUNCIL IN A MEETING ON THE 14th DAY OF AUGUST, 2024

APPROVED BY LINDALE INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES
IN A MEETING ON THE _____ DAY OF _____, 2024

City of Tyler

FOR THE CITY OF TYLER, TEXAS

By:_____
EDWARD BROUSSARD
CITY MANAGER

FOR THE CITY OF TYLER, TEXAS
ATTEST:

By: _____
CASSANDRA BRAGER
CITY CLERK

APPROVED:

By: _____
CITY ATTORNEY'S OFFICE

APPROVED:

By: _____
LEROY SPARROW
DIRECTOR OF VES

APPROVED:

By: _____
VES MANAGER

LINDALE INDEPENDENT SCHOOL DISTRICT

_____

JAMIE HOLDER
DEPUTY SUPERINTENDENT
LINDALE ISD

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-4

Date: August 14, 2024

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

Item Reference:

In July 2023, USIC began locating water, sewer, and stormwater infrastructure for the City of Tyler. This action was in response to a significant increase in locate tickets generated by the area's increased fiber optic build-out. The City's current resources could not keep up with the demand for locate tickets. After consideration, it was determined that proper location and protection of existing assets was needed, and the City should move forward with USIC Locating Services.

After one year of USIC locating the City's utilities, we have seen internal resources be reallocated within the department to other critical roles along with benefits to safety and response time in locating facilities.

RECOMMENDATION:

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

Attachments:
06.04.2024 - Renewal Facilities Locating USIC 1
1.09.2024 1st Amendment Facilities locating and Marking Service Contract (Executed)

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

Edited/Submitted By:
City Manager

FIRST RENEWAL OF FACILITIES LOCATING AND MARKING SERVICE CONTRACT BETWEEN CITY OF TYLER, TEXAS, AND USIC LOCATING SERVICES, LLC

THIS FIRST RENEWAL OF FACILITIES LOCATING AND MARKING SERVICE CONTRACT ("First Renewal") is entered into as of _____, 2024 ("First Renewal Effective Date") by and between the City of Tyler, Texas ("City") and USIC Locating Services, LLC ("USIC") (collectively, the "Parties").

WITNESSETH

WHEREAS, the City and USIC are parties to a Contract for the locating and marking water, sanitary sewer and storm water underground facilities (the "Agreement"), dated June 15, 2023, and approved by City Council on June 14, 2023; and

WHEREAS, Section 16.3 of the Agreement provides that the contract terms cannot be altered, changed or amended except by written signed agreement signed by both Parties; and

WHEREAS, pursuant to Section 16.3 of the Agreement, the Agreement was amended by both Parties in a written First Amendment to Facilities Locating and Marking Contract dated December 19, 2023, and approved by City Council on December 13, 2023; and

WHEREAS, Section 15.1 of the Agreement, as amended, provides that the original term of the Agreement, effective as of May 15, 2023, was to be for an initial one year term, and then would automatically renew for up to 4 renewal terms of one year each, if approved in writing by both parties; and

WHEREAS, pursuant to Section 15.1 of the Agreement, as amended, the Parties desire to renew the Agreement for a First Renewal Term of one year, effective May 15, 2024, through May 15, 2025;

NOW, THEREFORE, in consideration of the mutual covenants and promises of the Parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

Recitals. The foregoing recitals are true and correct and are incorporated into the Agreement, as amended, by this reference as though set forth in full.

New Term. The Agreement, as amended, is hereby renewed for a First Renewal Term of one year, effective May 15, 2024 through May 15, 2025.

Conflict. This First Renewal is and shall be construed as part of the Agreement, as amended. In the case of any inconsistency between this First Renewal and the Agreement as amended, the provisions containing such inconsistency shall be reconciled with one another to the maximum extent possible, and then to the extent of any remaining inconsistency, the terms of this First Renewal shall control.

Original Terms and Conditions. Except as amended herein, the original terms and conditions of the Agreement, as amended by the First Amendment to Facilities and Locating and Marking Service Contract, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this First Renewal to be executed by persons duly authorized, on this the ____ day of _____, 2024.

CITY OF TYLER, TEXAS

_____

_ City Manager
EDWARD BROUSSARD

ATTEST:

_____

City Clerk

APPROVED

_____

CITY ATTORNEY'S OFFICE

USIC

Trent Bowers- CCO

THE STATE OF INDIANA §
§
COUNTY OF MARION §

BEFORE ME, the undersigned authority, on this day personally appeared:

Trent Bowers, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed and delivered the foregoing instrument for the purposes and consideration therein expressed on behalf of USIC LOCATING SERVICES, LLC (USIC).

GIVEN UNDER MY HAND AND SEAL OF OFFICE 16th day of this July, 2024.

Kate Bindewald
Notary Public in and for the State of Indiana

KATE BINDEWALD
My Commission Expires 03-05-2031
NOTARY PUBLIC SEAL
Hancock County
Commission Number NP0747257
STATE OF INDIANA

FACILITIES LOCATING AND MARKING SERVICE CONTRACT

THIS CONTRACT ("Contract") is entered into as of June 15, 2023, and is by and between USIC Locating Services, LLC, an Indiana limited liability company, (**USIC**), and City of Tyler, TX (**Customer**), each individually a party, and collectively, the parties. USIC Contract Number with BuyBoard is 632-20.

BACKGROUND

A. Customer owns and operates Facilities (hereinafter defined) in the geographic area described on Exhibit A to this Contract.

B. Customer desires to have USIC provide the necessary labor and equipment to offer certain services relative to locating and marking Customer's Facilities listed in Exhibit A.

CONTRACT

Based on the Background set forth above and in consideration of the mutual covenants, terms and conditions set forth below, USIC and Customer agree as follows:

1. Definitions. In addition to the terms defined above the following capitalized terms when used in this Contract shall have the following meanings:

1.1 **Advanced Locate Service** means conductive, inductive, and map-based measurement locating methods which may include hand digging and/or vacuum excavation to accurately complete a Locate.

1.2 **Annual Contract Value** means the aggregate of the last twelve months' Contract revenue.

1.3 **Atypical Condition (AC)** means any unusual condition, exigency, or occurrence at a given worksite that requires USIC's use of extra resources (including but not limited to Telecommunication Vault or Manhole Entry, Unlocatable Facilities, Work Zone Protection aka "Temporary Traffic Control Services" or "Flaggers", labor, time, and equipment) outside of those routinely expended by USIC to accurately and safely complete a Locate.

1.4 **Contract Year** means the 365 (366 if period includes February during a leap year) days beginning with the date this Contract begins and the anniversary date each year after.

1.5 **Customer's Facilities** means any Facilities owned or operated by Customer.

1.6 **Damage Investigation Fee** means the fee charged to Customer when chargeable pursuant to this Contract, for a damage investigation performed by USIC (to include Site photographs, measurements and/or other applicable forensic data).

1.7 **Damage to Customer's Facilities** means the penetration or destruction of any protective coating, sheath, housing or other protective facility of underground plant, the partial or complete severance of underground plant, or the rendering of any underground plant partially or completely inoperable.

1.8 **Digital Locating** means the process by which a Locate is completed using maps, records, historical Ticket records, Locate technician expertise, and other industry knowledge to positively respond to a Ticket without Visual Examination.

1.9 **Emergency Normal Hours Locate** means a request for a Locate that arises from a condition that threatens life, health, or property as defined by applicable state law and are transmitted during USIC's normal, non-holiday business hours Monday through Friday (7:00 am – 5:00 pm).

1.10 **Emergency After Hours Locate** means a request for a Locate that arises from a condition as defined by applicable state law and One Call Center ticket types and is transmitted on weekends, weekdays, and

holidays, as defined by appliable federal and state statute and/or One Call Center holidays, outside of the USIC's normal business hours (7:00 am – 5:00 pm).

1.11 **Excavator(s)** means any person or entity which engages directly in excavation.

1.12 **Facility(ies)** means any item used in connection with the storage or conveyance of water, sewage, electronic telephonic or telegraphic communications, cablevision, electric energy, petroleum products, gas, gaseous vapors, Hazardous Materials or other substances including, but not limited to, pipes, sewers, conduits, cables, valves, lines, wires, manholes, attachments and those parts of poles or anchors, either above or below ground.

1.13 **Gridding** means the geographic boundary area, maps, facility records, and/or other facility documentation identified by Customer and the One Call Center and provided to the applicable state One Call Center which is used to determine whether a request for Locate will generate a Ticket for Customer after receipt of an Excavator's notification of intent to excavate (i.e., receipt of a Locate Ticket).

1.14 **Hazardous Materials** means any toxic or hazardous substance, hazardous material, dangerous or hazardous waste, dangerous good, radioactive material, petroleum or petroleum-derived products or by-products, or any other chemical, substance, material or emission, that is regulated, listed or controlled pursuant to any national, state, provincial, or local law, statute, ordinance, directive, regulation or other legal requirement of the United States ("U.S.") or the country of the Site.

1.15 **Interruption of Service** means an interruption in the services provided by Customer to its customers arising from a Damage to Customer's Facilities.

1.16 **Locatable Facilities** means Customer's Facilities that can be located with Reasonable Accuracy by using devices designed to respond to the presence of Customer's Facilities, together with records and facility prints, drawings, and maps of sufficient accuracy, but shall specifically not include Unidentifiable Facilities and Unlocatable/Untonable Facilities.

1.17 **Locate(s)** means the process of providing Locate Services in response to an Excavator's notice of intent to excavate, and such Locate Services provided by USIC in accordance with this Contract. As used in this Contract, Locate(s) include(s) "Project Locate", as defined hereinafter, where applicable in accordance with the definition of "Project Locate" hereunder.

1.18 **Locate Service(s)** means the services, of any type of ticket, to be provided by USIC under this Contract consisting of the process of verifying if Customer's Facilities are present at a location where an Excavator intends to or conducts excavation, when applicable, detection of Customer's Facilities through the use of electronic locating equipment; and, when applicable, Marking to identify the existence and location of Customer's Facilities.

1.19 **Locator At Fault Damage** means Damage to Customer's Facilities caused by an Excavator that occurs as a direct result of USIC not performing the Locate with Reasonable Accuracy. Locator At Fault Damage does not include alleged Damage to Customer's Facilities arising from USIC's late or untimely Locates that were performed with Reasonable Accuracy prior to the damage occurring.

1.20 **Locator Not At Fault Damage** means Damage to Customer's Facilities that occurs for any reason other than USIC not performing the Locate with Reasonable Accuracy.

1.21 **Mark(s)(ed)(ing)** means the use of stakes and flags, paint or other clearly identifiable materials at appropriately distanced intervals and at each divergence from a straight line in accordance with the current marking standards of the American Public Works Association.

1.22 **One Call Center or 811** means each state's Ticket issuing system for all excavation notices.

1.23 **Positive Response** is an 811 notification that communicates to facility owners and operators, and Excavators the status of dig/excavation notices issued by 811.

1.24 **Project Locate or Long Scope Ticket(s)** is any Locate that, for any reason, requires USIC technicians to spend more than thirty (30) minutes to execute the Locate Services requested by the subject Ticket. Project Locate or Long Scope Ticket(s) time is tracked using USIC's system thresholds and may include any Ticket type (including but not limited to Tickets designated as routine, normal, and/or emergency). Any portion or increment of work above a time threshold shall be rounded up to the next whole unit.

1.25 **Reasonable Accuracy** means the placement of appropriate Markings within the applicable state's tolerance zone.

1.26 **Repair Costs** means the actual costs incurred by Customer to repair Damage to Customer's Facilities arising from Locator At Fault Damages (so long as Customer's actual costs are reasonable and customary), subject to the exclusions below. "Repair Costs" is equal to only the reasonable and customary value of the actual labor, equipment, and material costs incurred by Customer to repair the Damage to Customer's Facilities as supported by actual invoice and/or receipts for work completed by each repair contractor. This shall include reasonable and customary costs incurred by Customer's in-house labor and third-party contractor(s), where an itemized breakdown for all parties included in the repair is submitted. Repair Costs specifically excludes, except where prohibited by law: administrative charges; third party administrative ("TPA") fees; overhead charges; costs arising from betterment of plant (which shall include, among other things, any upgrade, improvement, reinforcement, enlargement, replacement or extension of Customer's Facilities); invoice markups (whether percentage-based, fixed-amount, or otherwise-calculated; costs arising out of collection actions, whether incurred by the Customer or collection agencies; any other costs or expenses excluded by Section 7 of this Contract or any other provision of this Contract. USIC reserves the right to dispute the reasonableness of any of Customer's actual costs; in the event of such a dispute the parties shall attempt to resolve such dispute in accordance with Section 13.

1.27 **Site** means the premises where Locate Services are performed, and Customer has ownership or exercises control.

1.28 **Telecommunications Vault or Manhole Entry,** as stated 29 CFR 1910.269(x), is defined as an "enclosed space" or as a working space, such as a manhole, vault, tunnel, or shaft, that has limited means of egress or entry, that is designed for periodic employee entry under normal conditions, and that does not contain a hazardous atmosphere, but that may contain a hazardous atmosphere under abnormal conditions. "Manhole vaults" are confined spaces where a person's entire body can enter as opposed to "handhole vaults" where a person can reach in only.

1.29 **Third Party Claims** means any claims for losses, fines, penalties, damages, costs, fees, or expenses made by a person or entity not a party to this Contract arising from or related to Damages to Customer's Facilities, including but not limited to, claims as a result of (a) injury to or death of any person, or (b) damage to or loss or destruction of any property.

1.30 **Ticket(s)** means the document generated at and transmitted by the One Call Center to USIC containing each request for Locate. A Ticket may require more than one Locate.

1.31 **Unidentifiable Facilities** means Customer's Facilities that are not apparent at the Site as based on the records, facility prints, drawings, or maps provided by Customer.

1.32 **Unlocatable/Untonable Facilities,** means Customer's Facilities, including abandoned Facilities, whose general presence is known either from records provided by Customer or from a Visual Examination, but which cannot be Marked with Reasonable Accuracy by employing standard Locate Services, typically consisting of using one conductive hook up point on either side of the Facility being targeted for Locating.

1.33 **USIC Work Product** means all materials, data, works of authorship, concepts, presentation, inventions, discovery, processes, know-how, reduction of information, including without limitation, all intellectual

property rights, including trade secrets, data, copyrights, and trademarks related to USIC's Locate Services, which is conceived or reduced to practice as a result of the performance of the Locate Services.

1.34 **Visual Examination** means an attempt to determine the existence of Customer's Facilities at an excavation site by a reasonable visual inspection of the dig site rather than from Customer's maps and records.

1.35 **Watch and Protect** means to oversee Customer's Facilities during unusual or extensive excavation projects (i.e. road widening projects, sewer projects, etc.) and providing appropriate Locate Services as may be dictated by the nature and scope of the excavations. Service requires preauthorization or prior agreement by the parties regarding criteria to be applied.

1.36 **White-Lining** means the Excavator designates the route and/or area to be excavated using white pre-marking either onsite or electronically (when available through the One Call Center), prior to or during the request for the Locate. The route of the excavation is marked with white paint, flags, stakes, lines, polygons, or a combination of these to outline the dig site prior to or during notification to the One Call Center and before the Locate technician arrives on the job.

1.37 **Work Zone Protection** means the activities necessary by USIC to achieve compliance with federal, state, county, and local laws for the safety of motorists and USIC workers alike. This includes but is not limited to following the rules prescribed by the Manual on Uniform Traffic Control Devices (MUTCD) and contracting services to achieve Temporary Traffic Control commonly referred to as "Flaggers."

2. Responsibilities of USIC

2.1 USIC shall furnish all labor, materials (except maps, prints, and records to be provided by Customer under Section 3), and equipment necessary to perform Locate Services including Locates, Project Locates or Long Scope Ticket(s), Emergency Normal Hours Locate, Watch and Protect, and Emergency After Hours Locate for Customer within the Contract service area detailed in Exhibit A. All Ticket transmittals to USIC shall come directly from each state's One Call Center for the service area detailed in Exhibit A.

2.2 Upon receipt of a request for a Locate, USIC will assess whether a conflict exists between the Customer's Facilities and the proposed excavation Site based on the maps, prints, and records provided by the Customer (commonly called Digital Locating). In its discretion, USIC may perform a Visual Inspection for any Locate request, but USIC is not required to do so if Customer's maps, prints, and records indicate that there is no conflict between Customer's Facilities and the excavation Site.

2.3 If USIC determines that Customer Facilities are present at the excavation Site, USIC will Mark Customer's Facilities at the Site, except for Unlocatable/Untonable Facilities and send Positive Response documentation that may consist of photographs, drawings, or notes. Photographs shall only be required in situations where taking photographs are permitted by law.

2.4 If USIC determines that Customer's Facilities are not present at the excavation Site, USIC will mark the site or note in the Ticket response that Customer's Facilities are not present or in conflict with the proposed excavation site.

2.5 Customer agrees that USIC will have the right to screen Tickets via maps, prints, records, and other technology which eliminates the requirement for a Visual Examination, or an in-person visit to the Site. Customer also agrees that USIC will not be liable for any damages that occur because of incomplete and/or inaccurate maps, prints, or records provided by Customer.

2.6 In the event USIC recognizes that there are Unlocatable/Untonable Facilities at the excavation site, Customer will be responsible for determining what course of action should be followed to assure that the Unlocatable/Untonable Facilities are not damaged by Excavator. USIC will not be liable for any damages associated with an Unlocatable/Untonable Facility. If any Atypical Condition (AC) is found at the excavation site and USIC is aware of the Atypical Condition, USIC shall notify Customer, and USIC shall

employ Advanced Locate Services or other procedures described in Section 1.1 at direction of Customer and with additional pricing when necessary.

2.7 Any maps and records furnished by Customer as required by the Contract shall remain the property of Customer. USIC agrees to return or destroy all copies of such maps and records to Customer upon Customer's written request or at the termination of this Contract. This obligation of confidentiality shall survive the termination of this Contract for a period of five (5) years. All of Customer's maps and records shall be kept confidential by USIC unless 1) such maps and records were previously known to USIC free of any obligation to keep them confidential; 2) such maps and records are given to USIC by a third party not obligated to keep them confidential; 3) such maps and records become public without any act or omission of USIC; or 4) otherwise, as required by law.

2.8 USIC shall perform the Locate Services as an independent contractor and as such, USIC has the right to exercise control and supervision of the work and full control over the employment, direction, compensation and discharge of all persons assisting it in performing the Locate Services. Further, USIC agrees that it will be solely responsible for the payment of its employees and for the payment of all federal, state, county and municipal taxes and contributions pertaining thereto.

2.9 USIC shall comply with the provisions of all applicable permits and licenses relative to the Locate Services to be performed hereunder.

3. Responsibilities of Customer

3.1 Customer shall not suppress or screen any Tickets in the areas where USIC will provide Locate Services as defined in Exhibit A that would otherwise come to USIC from the state One Call Center. All Customer Tickets shall be transmitted directly to USIC from the state One Call Center.

3.2 Customer shall not change existing Gridding such that the volume of Tickets received by USIC is reduced with the applicable state One Call Center on or after the Contract effective date.

3.3 Customer agrees to provide USIC with updates (at least monthly, or more often as needed) to its prints, maps, and any other Facility location records in a standard GIS/ESRI format (.shp, .mdb, or .gdb) with proposed Facility layers, if available, and One Call Center Ticket information (One Call Center format for the applicable state) via e-mail or web services to USIC's Ticket management system, so as to permit USIC to provide the Locate Services. Customer acknowledges that it is Customer's responsibility to keep all applicable maps, records, and prints up-to-date and provide such mapping and records to USIC in a timely manner via a secure customer portal provided by USIC or Secure File Transfer Protocol (SFTP). Customer acknowledges that USIC does rely in part on such records, and USIC bears no liability for Customer's failure to provide accurate maps, records, and/or prints, or any damage which arises from incomplete and/or inaccurate maps, records, and/or prints.

3.4 Customer agrees that it will reasonably cooperate with USIC regarding receipt and resolution of Third-Party Claims, which cooperation shall include but not be limited to reasonable information sharing.

3.5 Customer will pay USIC for the Locate Services in accordance with the charges set forth on Exhibit A, not to exceed the annual amount of $200,000.00. USIC shall bill for all Tickets received from each state's One Call Center, on behalf of Customer. USIC will not be responsible for the accuracy, updates to or the completeness of the definition of the Contract service area that Customer has provided to the state's One Call Center.

3.6 Customer agrees to provide USIC with all state-issued 811 codes ("CDC codes") and a comprehensive Customer point of contact list within twenty-four (24) hours of Contract execution.

3.7 Customer recognizes White-Lining as a best practice for safe excavations. Customer agrees to use its best efforts to promote proper "White-Lining" by Excavators.

3.8 For Locates involving subsurface electric transmission of voltages greater than 33kV: (1) Customer will provide a qualified electric worker to identify the utility locating equipment connection point(s), via Customer's transmission engineering and system expertise; (2) Customer will make the connection(s) safely without requiring entry inside the Minimum Approach Distance for such hazards; and (3) Markings will be provided outside the Minimum Approach Distance which shall be defined in OSHA's standard for Electric Power Generation, Transmission and Distribution. The Locate may require the Customer to make multiple connections to safely reach the full scope of the Ticket. Customer will be notified via the Positive Response in the Ticket system of any Locates with an electric transmission line on the Site and once the Marking is complete.

4. Invoicing and Payment Terms

4.1 USIC will remit monthly invoices to Customer via an email address or uploaded to a required Customer portal specified by Customer. In the states of Maine, Nevada, New Mexico, Ohio, Oregon, South Dakota, and Washington, and/or as otherwise may arise from state or federal taxing authorities from time to time, USIC shall invoice the Customer for the following applicable taxes levied on USIC:

- 4.1.1 Sales Tax
- 4.1.2 Use Tax
- 4.1.3 Services Provider Tax
- 4.1.4 Value Added Tax
- 4.1.5 Gross Receipts Tax
- 4.1.6 Commercial Activities Tax
- 4.1.7 Business Tax
- 4.1.8 Occupation Tax
- 4.1.9 Or similarly constructed state or local taxation

Where tax exempt status exists, Customer will provide USIC with the tax-exempt certificate or like document.

4.2 All amounts payable under this Contract shall be paid on a net thirty (30) days basis, following the date of invoice. In the event Customer disputes any portion of an invoice received from USIC, Customer shall provide written notice to USIC no less than fifteen (15) days before the invoice is due. If USIC cannot correct the invoice prior to the due date, Customer shall pay all undisputed charges in accordance with Section 4.2. If proper and sufficient notice of a dispute is not given to USIC, Customer shall pay the entire invoice and proceed with dispute resolution in Section 13.

4.3 For any payment that is not timely paid pursuant to Section 4.2: (a) an initial 3% late payment fee will be assessed; and (b) interest will accrue at a rate of 1.5% per month. Should USIC have to pursue collection actions or retain counsel to pursue payment, USIC will invoice Customer for all such costs and Customer is responsible for payment.

4.4 If Customer fails to pay any invoice pursuant to the payment terms set out in this section, USIC may give written notice describing such breach ("Notice of Default"). If the breach set forth in the Notice of Default is not curable or if the Customer fails to pay USIC's invoices within ten (10) days following receipt of the Notice of Default, USIC shall have the right and option to immediately terminate this Contract pursuant to Section 5, in addition to all the other rights and remedies available to the non-breaching party under this Contract and at law and in equity.

4.5 If Customer fails to pay any Invoice according to the provisions of this Contract and (a) such failure continues for a period of ten (10) days following Customer's receipt of a Notice of Default from USIC or (b) USIC has reasonable grounds for insecurity regarding the performance by Customer of any obligation under this Contract, then USIC, by delivery of written notice to Customer, may demand Adequate Assurance by Customer. "Adequate Assurance" means, at the option of Customer, (i) advance payment in cash by Customer to USIC for Locate Services or (ii) delivery to USIC by Customer of a letter of credit in an amount equal to not less than the aggregate amounts owed from Customer to USIC hereunder for the prior two-month period. If Customer fails to provide Adequate Assurance to USIC within 72 hours of USIC's request, USIC shall have the right to, at its sole option, (i) renegotiate payment terms under the

Contract; (ii) terminate this Contract upon written notice to Customer, and/or (iii) suspend or reduce all Locate Services under this Contract without prior notice to Customer, in each case, without limiting any other rights or remedies available to USIC under this Contract or otherwise. If USIC exercises the right to terminate this Contract or suspend or reduce any Locate Services, then Customer shall not be entitled to take, or cause to be taken, any action hereunder or otherwise against USIC for such termination, suspension, or reduction.

4.6 In the event Customer claims to be owed money from USIC pursuant to Section 6 of this Contract or for any other reason, such disputes shall be handled independently in accordance with Section 13, and Customer shall have no right to withhold, setoff, or otherwise reduce the amounts due to USIC for Locate Services under Section 4.

5. Term, Termination, Changes and Exclusive Nature of Contract

5.1 This Contract shall be effective as of May 15, 2023 ("Effective Date") and continue for an initial period of one (1) year, with automatic renewal for consecutive periods of one (1) year on each expiration date, up to maximum of four (4) renewal terms, if approved by both parties and unless sooner terminated pursuant to Section 5.3.

5.2 Customer shall use USIC as its exclusive provider of Locate Services within the service area as identified in Exhibit A.

5.3 Either party to this Contract may terminate this Contract for convenience upon sixty (60) days' prior written notice to the other. Upon such termination, Customer shall only be liable for payment for any tickets transmitted to USIC through the effective date of termination. If Customer fails to provide the required sixty (60) day notice under this provision, Customer will pay USIC an amount equal to 60 days average billing as calculated based on the twelve-month period immediately preceding the termination [or such shorter period if the Contract has been in effect for less than twelve (12) months], which the parties agree is a reasonable estimate of the damages to be incurred by USIC as a result of Customer's termination without notice. This provision is not intended to and shall not eliminate or reduce any other remedies to which USIC may be entitled, all of which are reserved.

5.4 Without prejudice to any other right or remedy USIC may have under this Contract, at law and/or in equity, USIC may terminate this Contract effective immediately upon providing written notice of such termination to Customer, in the event of the occurrence of any of the following:

5.4.1 insolvency of Customer;
5.4.2 filing of a voluntary petition in bankruptcy by Customer;
5.4.3 filing of an involuntary petition in bankruptcy against Customer;
5.4.4 appointment of a receiver or trustee for Customer;
5.4.5 execution by Customer of an assignment or any general assignment (other than an assignment undertaken in connection with a financing) for the benefit of creditors;
5.4.6 commencement of any legal proceeding against Customer that, in USIC's opinion, may interfere with USIC's ability to perform in accordance with the Contract;
5.4.7 Customer consolidates with, or merges with or into, or transfers all or substantially all of its assets to, another entity and/or sells, assigns or otherwise transfers the Contract; in each case without USIC's advance written consent; or
5.4.8. Failure by Customer to timely cure any breach for which Customer has received a Notice of Breach under Section 4.

6. Investigations of Damage to Customer's Facilities

6.1 Should Customer become aware of any Damage to Customer's Facilities that occurs after USIC has been asked to perform a Locate for Customer, the Customer shall as promptly as possible, and not later than twelve (12) hours from becoming aware of the damage, notify USIC. This notification must be made by calling USIC at 1-800-778-9140 or sending an email to USICDispatch@usicllc.com and should include the street address of the damage location, damage date and size/type of facility. Both parties to this

Contract reserve the right and shall be entitled to investigate any reports of Damage to Customer's Facilities. Any such phone or email notification by Customer, Excavator, Third-Party Administrator, or any other party shall commence USIC's damage investigation process. Upon USIC's request, Customer will provide list of contacts by division for claims of Damage to Company's Facilities.

6.2 USIC will investigate all incidents of Damage to Customer's Facilities for which it has been notified and provide, a written report of its findings to Customer via the Customer portal. Such report will contain USIC's determination as to whether the Damage to Customer's Facilities constitutes a Locator At Fault Damage or a Locator Not At Fault Damage. Customer shall have thirty (30) days after notification of USIC's completion of the investigation to contest USIC's conclusion. Unless Customer notifies USIC in writing within such time period that it disputes USIC's conclusion as to a fault determination,, USIC's conclusion with regard to that issue shall be deemed final and binding with respect to this Contract and any liability between Customer and USIC. If Customer disputes USIC's conclusion, the parties will make all reasonable efforts to mutually resolve such dispute and if they cannot, such dispute will be resolved in accordance with Section 13.

6.3 All potential Damage to Customer's Facilities shall be investigated, and USIC shall be entitled to collect a Damage Investigation Fee for each such investigation it performs unless: (1) it is determined by USIC's investigation that the damage was Locator At Fault Damage; or (2) the parties ultimately agree that the damage was Locator At Fault Damage. USIC shall be entitled to collect a Damage Investigation Fee from Customer regardless of how USIC receives notice of the Damage to Customer's Facilities.

6.4 Customer agrees that if: (1) Customer fails to timely notify USIC as required by Section 6 of any Damage to Customer's Facilities; or (2) if damage is repaired or site is covered before USIC can conduct a timely investigation with full access to damage site, then USIC shall not be liable to Customer for any Repair Costs or any other liabilities arising from that Damage to Customers' Facilities, and Customer shall indemnify USIC against Third Party Claims as applicable, in accordance with Section 7. In such situation, Customer hereby agrees that it is prohibited from asserting that any such Damage to Customer's Facilities constitutes a Locator At Fault Damage.

6.5 When damages are determined to be Locator At Fault Damage, Customer agrees that USIC will be invoiced for Repair Costs only with supporting documentation provided with the invoice.

6.6 USIC will be responsible for paying Customer's Repair Costs for any Damage to Customer's Facilities only if: (1) USIC received a request to provide Locate Services with respect to a Customer's Facilities at the location of the damage; (2) the Damage to Customer's Facilities constitutes a Locator At Fault Damage; and (3) Customer sends USIC an invoice as required herein.

6.7 Customer agrees to provide any supporting documentation and detail requested by USIC that relates to Damage to Customer's Facilities for which Customer submits an invoice to USIC. If Customer does not provide USIC with all requested documentation and detail within six (6) months of invoicing USIC for such damages, USIC shall have no further obligation to participate in the pre-litigation and/or pre-arbitration portions of the Dispute Resolution of Section 13. This provision does not preclude Customer from seeking remedies in arbitration or in a court of competent jurisdiction, as applicable.

6.8 If Customer fails to present an invoice to USIC for any Damage to Customer's Facilities within twelve (12) months of the date Customer notifies USIC of the damage pursuant to Section 6.1, Customer irrevocably waives and releases any right to seek or demand payment from USIC for such damages, whether in litigation, arbitration, mediation, or any other forum, formal or informal.

6.9 To the extent permitted by law and to the extent of and directly corresponding to the Locate Services and related to the accuracy or timeliness of Locate penalties, USIC shall be entitled to participate in any investigation or appeal by any administrative, regulatory, or other governing authority involving any Damage to Customer's Facilities, and Customer shall make any and all reasonable accommodations to allow USIC to do so. Should any administrative, regulatory, or other governing authority impose a penalty or fine, USIC shall reimburse the Customer to the proportion and extent of its fault for such penalties or fines upon receiving an invoice from the Customer.

7. Limitation of Liability and Indemnification

7.1 **REPAIR COSTS PAYABLE BY USIC SHALL NOT EXCEED $10,000 FOR ANY SINGLE INCIDENT OR OCCURRENCE OF DAMAGE TO CUSTOMER'S FACILITIES, REGARDLESS OF THE ALLEGED CAUSE OF THE DAMAGE, REGARDLESS OF THE NUMBER OF FACILITIES DAMAGED IN THE INCIDENT, AND REGARDLESS OF THE ALLEGED SCOPE OR AMOUNT OF THE DAMAGES. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS PROVISION IS NOT INTENDED TO EXPAND OR OTHERWISE IMPOSE LIABILITY ON USIC BUT, RATHER, IS INTENDED TO BE AN ABSOLUTE LIMIT ON USIC'S LIABILITY TO CUSTOMER FOR ANY INCIDENT INVOLVING DAMAGE TO CUSTOMER'S FACILITIES, REGARDLESS OF CAUSE.**

7.2 **USIC'S TOTAL LIABILITY TO CUSTOMER UNDER THIS CONTRACT SHALL NOT EXCEED ONE TIMES THE ANNUAL CONTRACT VALUE DETERMINED BY THE TRAILING TWELVE-MONTH PERIOD, UNLESS DEATH OR BODILY INJURY CAUSED BY THE NEGLIGENCE OR INTENTIONAL ACTIONS OF USIC WHEN ACTING UNDER THIS CONTRACT RESULTS IN PERSONAL INJURY DAMAGES THAT EXCEED THIS AMOUNT.**

7.3 If Damage to Customer's Facilities is not Locator At Fault Damage or if Customer's Facilities are Unidentifiable Facilities or Unlocatable/Untonable Facilities, USIC's only responsibility will be to provide whatever support to Customer it can reasonably provide to establish whether the Excavator or another third party is liable for such Damage to Customer's Facilities. If USIC provides such support at the request of Customer or any representative of Customer (including but not limited to informal requests for assistance and formal litigation requests including document and testimony subpoenas from Customer's attorneys or third party claims administrators): (1) such support shall be provided by USIC at no additional cost if Customer has already paid a Damage Investigation Fee related to the incident; (2) Customer shall be invoiced for and agrees to pay a Damage Investigation Fee if one has not already been paid relating to the incident.

7.4 Customer agrees not to add USIC as a defendant or otherwise as a party to any litigation Customer is pursuing against an Excavator or any other third party for any Damage to Customer's Facilities that was not, prior to initiation of such proceeding, determined to be a Locator At Fault Damage in accordance with this Contract. If Customer violates this provision and adds USIC in any such proceeding, Customer agrees that this provision gives USIC the right to seek immediate dismissal from such proceeding and indemnification for any fees and expenses associated with seeking such dismissal.

7.5 To the fullest extent allowed under applicable law, USIC shall not be liable for loss of profit or revenues, loss of use of equipment or systems, Interruption of Service, cost of replacement power, cost of capital, downtime costs, increased operating costs, administrative costs including TPA fees, and any special, consequential, incidental, indirect or punitive damages.

7.6 To the extent permitted by law, each Customer and USIC (as an "Indemnifying Party") shall defend and indemnify the other party (as an "Indemnified Party") from and against claims brought by a third party, on account of personal injury or damage to the third party's tangible property, only to the extent caused by the fault of the Indemnifying Party in connection with this Contract. In the event the injury or damage is caused by joint negligence, concurrent negligence, or otherwise by the fault of both Customer and USIC, the loss or expense shall be borne by each party in proportion to its degree of fault. The Indemnifying Party may retain counsel of its choosing, at its own expense. The Indemnified Party may retain separate or additional counsel as well, but the cost of such counsel shall be borne by the Indemnified Party. USIC has no obligation to defend or indemnify Customer for Third Party Claims resulting from Damages that are not caused by USIC's negligence fault nor shall USIC be required to defend or indemnify Customer for damages or Third Party Claims relating to Unidentifiable Facilities, Unlocatable/Untonable Facilities or Third Party Claims that arise from the sole or partial fault, negligence, or willful misconduct of Customer, its agents or employees. Any party seeking defense and/or indemnity under this Section must provide

notice to the other party as promptly as possible upon becoming aware of the incident for which defense and/or indemnity is being sought; failure to provide prompt notice waives the party's right to be an Indemnified Party under this Contract.

8. Price Revisions

8.1 At the beginning of each year subsequent to the Effective Date, the charges for Locate Services set forth on Exhibit A shall be increased annually by 5%.

8.2 Fuel Surcharge

8.2.1 USIC will assess and invoice a monthly fuel surcharge per the schedule below, measured each calendar month. The Average Fuel Price per Gallon will be based on "U.S. Regular All Formulations Retail Gasoline Prices" (Monthly View) at https://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=EMM_EPMR_PTE_NUS_DPG&f=M. The corresponding surcharge amount will be multiplied by the quantity of billed Tickets ("Initial Charges" only, defined hereinafter) in the month. For example, if the average fuel price per gallon for a given month warranted a fuel surcharge, USIC would invoice the respective fuel surcharge against billable Tickets for that same month (1,000 Billable Tickets X $0.30 Fuel Surcharge = $300 total).

Average Fuel Price per Gallon	Fuel Surcharge per Billed Ticket (Initial Charges)
<$3.750	No Surcharge
$3.750 - $4.249	$0.15
$4.250 - $4.749	$0.30
$4.750 - $5.249	$0.45
$5.250 - $5.749	$0.60
$5.750 - $6.249	$0.75
$6.250 - $6.749	$0.90
For each additional $0.50 tier	Add $0.15 from previous tier's surcharge amount

8.2.2 "Initial Charges" include but are not limited to Per Ticket, Emergency Normal Hours, Emergency After Hours, etc. Fuel surcharges will not be applied to incremental billed units that result from extended time spent on a Ticket.

8.2.3 If surcharges are assessed, USIC reserves the right to include the fuel surcharges on Customer's standard invoice or on a separate invoice in a period following the close of the month.

8.2.4 Standard payment terms apply to stand-alone fuel surcharge invoices.

8.3 Labor Escalation

8.3.1 USIC will assess supplemental quarterly price increases related to the cost of labor per the U.S. Bureau of Labor Statistics Employment Cost Index: Total Compensation for Private Industry Workers in Service Occupations. If the most recent quarter over quarter percent change in the cost of labor reaches 1.000%, then USIC will assess a price increase per the table below.

Change from Prior Quarter (%)	Additional Price Increase
<1.000%	No Additional Price Increase
1.000% - 1.249%	0.15%
1.250% - 1.499%	0.30%
1.500% - 1.749%	0.45%
1.750% - 1.999%	0.60%

2.000% - 2.249%	0.75%
2.250% - 2.499%	0.90%
For each additional 0.25% tier	Add 0.15% from previous tier's increase

8.3.2 USIC will use the most recent quarterly data available for each quarterly assessment, which happens every 3 months after the contract effective date.

8.3.3 To calculate the quarterly percent change in labor:

a. Go to https://fred.stlouisfed.org/series/CIU2010000300000I
b. Click Edit Graph
c. Change Units to "Percent Change"
d. Close sidebar
e. Hover over the applicable quarter on the chart or export the data by clicking download
f. For example, the cost of labor in Q3 of 2022 increased by 1.727% over Q2 of 2022, which would result in a supplemental price increase of 0.45%.

8.3.4 On the anniversary of the contract effective date, the supplemental labor price increase (if applicable) will be combined with the standard annual price increase outlined in this contract.

8.4 Notwithstanding Section 8.1, USIC may, following the first Contract Year, adjust the prices for Locate Services set forth on Exhibit A upon reasonable justification and thirty (30) days' written notice to Customer. Unless Customer contests, in writing within the thirty (30) day notice period, the price increase will become effective on the date identified in USIC's notice. If Customer contests the basis for the price increase as provided above, the parties shall either negotiate a mutually agreeable resolution or resolve the dispute as provided in section 13.1.

8.5 Additionally, USIC shall notify Customer if USIC becomes aware of any regulatory, judicial, or 811 process-related changes that affects the amount of time it takes USIC to provide Locate Services in response to Ticket(s), including but not limited to adjustment of the Ticket parameters or make-up. Subsequent to notification, USIC shall make an equitable adjustment to the prices for Locate Services set forth on Exhibit A upon reasonable justification and thirty (30) days' written notice to Customer. Unless Customer contests, in writing within the thirty (30) day notice period, the price increase will become effective on the date identified in USIC's notice. If Customer contests the basis for the price increase as provided above, the parties shall either negotiate a mutually agreeable resolution or resolve the dispute as provided in section 13.1.

8.6 Significant Volume and Ticket Type Changes

8.6.1 The prices offered to Customer by USIC are based upon historical ticket volume data, and Customer acknowledges that USIC needs adequate time to adjust and re-allocate staffing and resources in the event of significant changes in total ticket volume and/or changes in ticket type. Thus, in the event of a Significant Ticket Volume Change and/or a Significant Ticket Type Change, Customer and USIC will renegotiate the pricing set forth in Exhibit A to mutually agreeable prices with an equitable adjustment in favor of USIC to reflect USIC's additional costs and revenue impacts. If USIC and Customer are unable to reach an agreement on renegotiated pricing, USIC will be permitted to decline to accept Excess Tickets and will not be responsible for Marking any declined Excess Tickets.

a. "Significant Ticket Volume Change" is defined as an increase or decrease of ten percent (10%) or more in total ticket volume for the territory being serviced by USIC, as compared to total ticket volume for the same month of the prior year (for example, July 2023 as compared to July 2022).
b. "Significant Ticket Type Change" is defined as an increase of ten percent (10%) or more in the percentage of tickets that require 30 minutes or more of Marking by USIC, as compared to the average percentage of such tickets for the trailing twelve (12) month period.
c. "Excess Tickets" is a percentage of Tickets equal to the percentage change that triggered the Significant Ticket Volume Change or the Significant Ticket Type Change. For example, in the event of a 20% change in total ticket volume as compared to the total ticket for the

same month of the prior year or a 20% change in the percentage of tickets that require 30 minutes or more of Marking as compared to the average percentage of such tickets for the trailing twelve (12) month period, 20% of total ticket volume shall be considered Excess Tickets that may be declined by USIC until pricing is renegotiated.

9. Environmental Health and Safety Matters

9.1 Customer shall maintain safe working conditions at the Site, including, without limitation, implementing appropriate procedures regarding Hazardous Materials, confined space entry, and energization and de-energization of power systems (electrical, mechanical and hydraulic) using safe and effective lock-out/tag-out ("LOTO") procedures including physical LOTO or a mutually agreed upon alternative method.

9.2 Customer shall timely advise USIC, in writing, of all applicable Site-specific health, safety, security, and environmental requirements and procedures, which shall include any instructions to USIC's personnel regarding Customer's safety practices. Without limiting Customer's obligations pursuant to Article 3 USIC may, from time-to-time, review and inspect applicable health, safety, security and environmental documentation, requirements and/or procedures at the Site.

9.3 Customer shall procure upon USIC's request regarding any high speed and/or high-density roadways which will require underground Locate Services to be performed, Work Zone Protection and/or Lane Closures as defined in the Manual on Uniform Traffic Control Devices (MUTCD) published by the Federal Highway Administration. These notifications shall result in specific joint Customer and USIC plans to achieve work zone protection. These situations may result in the Customer or USIC subcontracting such services in a timely manner such that USIC's workforce will be able to accomplish all other Statement of Work requirements for those notification Tickets, with no penalties for late completion. If USIC procures traffic control services, any such traffic services shall be billed as direct costs to the Customer.

9.4 Telecommunications Vault or Manhole Entry shall only be utilized for cable, fiber, and telecommunications Locating Services. USIC personnel are authorized to enter telecommunications manhole vaults only when a second person is onsite, but not inside the manhole vault, in a supporting safety role. No other type of Manhole Entry for any other utility shall be performed by USIC.

9.5 If, in USIC's reasonable opinion, the health, safety, or security of personnel at a Site may be imperiled by security risks, terrorist threats/acts, potential exposure to Hazardous Materials, or unsafe working conditions; USIC may: (1) evacuate some or all of its personnel from Site; (2) suspend performance of all or any part of the Contract; (3) remotely perform or supervise work; and/or (4) take any other action necessary to protect such personnel. Any such occurrence shall be considered an excusable event. Customer shall reasonably assist in any such evacuation.

9.6 Operation of Customer's equipment is the responsibility of Customer. Customer shall not require or permit USIC's personnel to operate Customer's equipment at Site.

9.7 Customer will make its Site medical facilities and resources available to USIC personnel who need medical attention.

9.8 USIC has no responsibility or liability for the pre-existing condition of Customer's equipment or the Site. Prior to USIC starting any work at Site, Customer will provide documentation that identifies the presence and condition of any Hazardous Materials existing in or about Customer's equipment or the Site that USIC may encounter while performing under this Contract. Customer shall disclose to USIC industrial hygiene and environmental monitoring data regarding conditions that may affect USIC's work or personnel at the Site. Customer shall keep USIC informed of changes in any such conditions.

9.9 USIC shall notify Customer if USIC becomes aware of: (i) conditions at the Site differing materially from those disclosed by Customer, (ii) previously unknown physical conditions at Site differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. If any such conditions cause an increase in USIC's cost of, or the time required for,

performance of any part of the work under the Contract, an equitable adjustment in price and schedule shall be made by USIC, with thirty (30) days' written notification to Customer of such adjustment.

9.10 Information Transfer: As referenced in OSHA 1910.269(a)(3) and (a)(4), before work begins, the appropriate Customer's Representative shall provide USIC access to the following information:

9.10.1 Existing characteristics and conditions of the Customer's installations that are related to the safety of the work to be performed;
9.10.2 Information about the design and operation of the Customer's installations that USIC needs;
9.10.3 Arc flash studies;
9.10.4 Ground fault studies;
9.10.5 Hand hole, manhole, and utility vault details; and
9.10.6 Danger poles tagging

9.11 As referenced in OSHA 1910.269(a)(3), USIC shall ensure that each of its employees is instructed in hazardous conditions relevant to the work, and USIC shall advise the Customer of any hazardous conditions found before and during the work.

9.12 If USIC encounters Hazardous Materials in Customer's equipment or at the Site that require special handling or disposal, USIC is not obligated to continue work affected by the hazardous conditions. In such an event, Customer shall eliminate the hazardous conditions in accordance with applicable laws and regulations so that USIC's work under the Contract may safely proceed, and USIC shall be entitled to an equitable adjustment of the price and schedule to compensate for any increase in USIC's cost of, or time required for, performance of any part of the work. Customer shall properly store, transport and dispose of all Hazardous Materials introduced, produced or generated in the course of USIC's work at the Site.

9.13 To the extent permitted by law, Customer shall indemnify USIC for any and all claims, damages, losses, and expenses arising out of or relating to any Hazardous Materials which are or were (i) present in or about Customer's equipment or the Site prior to the commencement of USIC's work, (ii) improperly handled or disposed of by Customer or Customer's employees, agents, contractors or subcontractors, or (iii) brought, generated, produced or released on Site by parties other than USIC.

10. Employment

10.1 USIC is an equal opportunity employer. We are committed to ensuring equal employment opportunities for all applicants and employees, and do not to discriminate on the basis of sex, race, religion, color, national origin, age, disability, pregnancy, childbirth and related medical conditions, genetic information, military service, citizenship, veteran status, or any other basis protected by applicable federal, state or local law.

11. Insurance

11.1 USIC provides the following insurance coverage:

INSURANCE COVERAGE		LIMITS
Workers Compensation		Statutory Limit
Employers' Liability		
	Each Accident	$1,000,000
	Disease, Policy Limit	$1,000,000
	Disease, Each Employee	$1,000,000
Comprehensive General Liability		
	Each Occurrence	$2,000,000
	(bodily injury, advertising injury, personal injury and advertising injury)	
	General Aggregate	$8,000,000
	Products Completed Operations Aggregate	$8,000,000
	Medical Limits	Not Covered
	Damages to Premises Rented to You Limit	$1,000,000
Automobile Liability CSL		$5,000,000
Cyber		$5,000,000

12. USIC Work Product

12.1 Notwithstanding any other clause of this Contract, Customer shall have no rights or interests in USIC Work Product. All right, title and interest in and to USIC Work Product shall be and shall remain the sole property of USIC or its third-party vendors or subcontractors.

13. Dispute Resolution

13.1 The parties agree that any dispute, controversy, or claim arising out of or related to this Contract, including any question regarding its existence or validity, shall be resolved in accordance with this Section 13.

13.2 Prior to initiating litigation of a dispute under this Contract, the party will first informally attempt to resolve the dispute with the other party by seeking a meeting with the appropriate higher management representative(s) of the other party via written notice. Such meeting shall be held within twenty (20) business days after the giving of notice. All negotiations and resolutions pursuant to this Section 13.1 are confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. If the dispute is not resolved within thirty (30) business days after such meeting is requested, or such later date as may be mutually agreed, either party may pursue formal resolution as set forth below.

13.3 If a dispute has not been resolved by negotiation pursuant to Section 13.2 or if the Parties failed to meet for the first time within twenty (20) days of a party requesting a negotiation meeting pursuant to Section 13.2, then either Party may initiate litigation. Either Party shall have the right, in its discretion, to include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in any litigation.

CERTIFICATE OF LIABILITY INSURANCE

7/1/2023

DATE (MM/DD/YYYY) 6/5/2023

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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 1185 Avenue of the Americas, Suite 2010 New York NY 10036 646-572-7300	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Zurich American Insurance Company	16535
INSURED 1431708	USIC LOCATING SERVICES, LLC 9045 N RIVER ROAD, SUITE 200 INDIANAPOLIS IN 46240	INSURER B : American Zurich Insurance Company	40142
		INSURER C : Navigators Insurance Company	42307
		INSURER D : Lloyds Syndicate 2623	
		INSURER E : --- SEE ATTACHMENT ---	
		INSURER F :	

COVERAGES 1 **CERTIFICATE NUMBER:** 19626283 **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	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X SIR $2,000,000 X XCU GEN'L AGGREGATE LIMIT APPLIES PER X POLICY X PRO-JECT LOC OTHER:	Y	N	GLO 9441413-08	1/1/2023	1/1/2024	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 $ Not Applicable $ 4,000,000 $ 8,000,000 $ 8,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	N	BAP 9441414-08	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 5,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ $0	N	N	NY23EXC7407221V	1/1/2023	1/1/2024	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $ XXXXXXX
C A C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	WC 9441411-08 (DED) WC 9441412-08(RETRO MA WI) EXCLUDES TX	1/1/2023 1/1/2023	1/1/2024 1/1/2024	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
D	CYBER LIABILITY	N	N	W32D6B220101	7/1/2022	7/1/2023	LIMIT $5,000,000	
E	EXCESS			See attached	1/1/2023	1/1/2024	SEE ATTACHED	

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

City of Tyler is included as Additional Insured on General and Auto Liability as required by written contract.

CERTIFICATE HOLDER

19626283
City of Tyler
511 W. Locust St.
Tyler, TX 75702

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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14. Non-Solicitation

14.1 Customer agrees that during the term of this Contract and for a period of twelve (12) months thereafter, Customer will not hire or solicit for hire any employee of USIC who has been employed by USIC within the last six (6) months. The only exception to this provision shall be a publicly posted position by Customer, to which a USIC employee responds seeking employment without first having been solicited by Customer.

15. Force Majeure

15.1 Neither party shall be deemed to be in default of this Contract to the extent that any failure, delay, or substantial hindrance to perform its obligations, other than the payment of money, results from any cause beyond its reasonable control and without its fault or negligence, such as:

15.1.1 strikes, lock-outs or other industrial disputes at a national level or by labor not employed by the affected party, its subcontractors or its suppliers and which affect an essential portion of the works;

15.1.2 embargoes, riot, war, hostilities, acts of terrorism, civil war, rebellion, requisition or compulsory acquisition by any governmental or competent authority;

15.1.3 pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;

15.1.4 acts of God, earthquakes, flood, storm, hurricane, fire, sinkholes, unusually severe weather conditions or strikes or other physical natural disaster;

15.1.5 pandemics, epidemics and quarantine or governmental action related to such;

15.1.6 compliance with any law or governmental order, rule, regulation or direction;

15.1.7 theft, burglary or malicious acts of third parties; and

15.1.8 any other events including emergencies and non-emergencies that meet the above-stated standards or force majeure as defined by applicable state law.

15.2 If USIC claims that it is prevented, delayed, or substantially hindered from performing its obligations delayed by such a cause, it shall promptly notify Customer, and Customer shall be entitled to obtain replacement Locate Services from any other person until such cause terminates as evidenced by a notice from USIC that such cause has ended.

16. Contract Choice of Law, Modification, and Assignment

16.1 With respect to any dispute regarding liability for or the scope of Repair Costs associated with a Damage to Customer's Facilities, both parties agree to utilize the laws and venue of the state where the Locate Services are performed.

16.2 With respect to any dispute regarding the interpretation or enforceability of this Agreement or any provision(s) of this Agreement, the parties agree that: (1) Texas law shall apply, regardless of any state's law on choice of law; and (2) such disputes shall be litigated exclusively in state court in Smith County, Texas or, if jurisdiction permits, in the United States District Court for the Eastern District of Texas, and the parties waive any objection to litigating in such venues.

16.3 This Contract may only be modified or amended by a written instrument signed by an authorized representative of USIC and Customer. The term "Contract" shall include any such future amendments or modifications.

16.4 Customer may not assign, delegate, or otherwise transfer its rights or obligations under this Contract, voluntarily or involuntarily, whether by merger, consolidation, dissolution, affiliation, operation of law, or any other manner, without at least sixty (60) days' advance notice and the prior written consent of USIC.

17. Contract Entirety

17.1 This Contract shall constitute the entire contract between the parties with respect to the subject matter of this Contract. Customer and USIC each represent that it has read this Contract, agrees to be bound by

all terms and conditions contained in this Contract, and acknowledge receipt of a signed, true exact copy of this Contract.

18. Severability Clause

18.1 The parties expressly agree that if any provision of this Contract is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Contract shall remain in full force and effect.

19. Acknowledgement of Understanding

19.1 Customer and USIC each hereby certify and represent that they have carefully read and fully understand all of the provisions and effects of this Contract, and that they each have consulted or had the opportunity to consult with an attorney with respect to all aspects of this Contract and the meaning and effect hereof. Customer and USIC each acknowledge that they are entering into this Contract knowingly and voluntarily, and that the other party has not made any representations concerning the terms and effects of this Contract other than those contained herein.

19.2 In any construction of the Contract, the provisions shall be considered joint work product and shall not be construed for, or against, any party, but shall be construed according to their plain meaning without any presumptions against a drafter in the event of any ambiguity. Each party represents and warrants that it has such knowledge, sophistication, and experience in business and financial matters as to be capable of evaluating the merits and risks of, and protecting such party's own interests in connection with, the transactions contemplated by this Contract.

20. Counterparts

20.1 This Contract may be executed in several counterparts, each of which shall be an original and facsimile/pdf as against any party that signed it, and all of which shall constitute one and the same document. Further, a facsimile and/or pdf shall be an original as and against any party that signed it.

21. Contract Notification

21.1 Any notice, consent or other communication given under this Contract shall be in writing (unless otherwise specified in this Contract as permitting oral or verbal communication) and delivered to the below authorized representative of each party, specifying the subject matter and any other persons at USIC or Customer who should be notified of the notice, consent, or other communication. Notice shall be effective on the date when sent via email or, if delivered via certified mail, such notice shall be effective five (5) days after the date of mailing thereof.

21.1.1 USIC authorized representative:
USIC Locating Services, LLC
Attn: Contracts
9045 River Road, Suite 200
Indianapolis, IN 46240
contracts@usicllc.com

21.1.2 Customer authorized representative:
City of Tyler
Attn: Date Dietz, P.E.
P.O. Box 2039
Tyler, Tx 75710

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized officers or representatives.

City of Tyler, TX

By: _____
(Signature)

Eduard Broussard
(Please print)

Title: City Manager

Date 6/15/2023 Approved as to Form

USIC Locating Services, LLC

By: _____
(Signature)

Sean Lepsky
(Please print)

Title: VP of Inside & Regional Sales

Exhibit A

USIC Locating Services, LLC shall provide Services:

In the State of Texas
Member Codes (state One Call CDC or Customer Description Codes): To be provided by Customer upon assignment by 811

Customer's Facilities to be Located: Water Mains, Service lines from water meter to the water main, Sanitary sewer mains, and storm drains.

USIC Locating Services, LLC Pricing:

$ 17.00	**Per Ticket Received from the One Call**
$ 29.00	**Per Normal Business Hour Emergency Call Out Ticket**
$ 49.00	**Per After Hour Emergency Call Out Ticket**
$ 15.00	**Project Price per ¼ Hour for locates exceeding 30 minutes**
$ 15.00	**Watch and Protect per ¼ Hour**
$275.00	**Damage Investigation Fee**

FIRST AMENDMENT TO FACILITIES LOCATING AND MARKING SERVICE CONTRACT

THIS FIRST AMENDMENT TO FACILITIES LOCATING AND MARKING SERVICE CONTRACT ("First Amendment") is entered into as of December 13, 2023 ("First Amendment Effective Date") by and between the City of Tyler, Texas ("City"), and USIC Locating Services, LLC ("USIC") (collectively, the "Parties").

WITNESSETH

WHEREAS, the City and USIC are Parties to a Facilities Locating and Marking Service Contract dated June 15, 2023 (the "Agreement");

WHEREAS, the Agreement provides that contract terms cannot be altered, changed, or amended except by a written signed instrument signed by both Parties; and

WHEREAS, the Parties have determined it is necessary to make an adjustment to the maximum amount payable allowed under the Agreement; and

WHEREAS, the Parties desire to further amend the Agreement as set forth herein; and

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

Recitals. The foregoing recitals are true and correct and are incorporated into the First Amendment by this reference as though set forth in full.

Not-to-Exceed Amount. The Parties hereby agree to amend the first sentence in paragraph 3., subsection 3.5 in the Agreement. The first sentence in subsection 3.5 provides,

Customer will pay USIC for the Locate Services in accordance with the charges set forth on Exhibit A, not to exceed the annual amount of $200,000.00.

The Parties agree to delete and replace the annual amount of $200,000.00 with $500,000.00. Therefore, upon execution of this First Amendment, the first sentence in paragraph 3., subsection 3.5 is hereby amended to read as follows:

Customer will pay USIC for the Locate Services in accordance with the charges set forth on Exhibit A, not to exceed the annual amount of $500,000.00.

Conflict. This First Amendment is and shall be construed as part of the Agreement. In the case of any inconsistency between this First Amendment and the Agreement, the provisions containing such inconsistency shall be reconciled with one another to the maximum extent possible, and then to the extent of any remaining inconsistency, the terms of this First Amendment shall control.

Original Terms and Conditions. Except as amended herein, the original terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF CITY OF TYLER has caused these presents to be executed this the _____ day of _____, 2023.

STATE OF TEXAS §
COUNTY OF SMITH §

This instrument was acknowledged before me on this the 9th day of January, ~~2023~~ 2024 by _____ on behalf of said CITY.

VANESSA CARRENO SOLIS
Notary Public
STATE OF TEXAS
ID# 13388344-9
My Comm. Exp. Jul. 29, 2026

Vanessa Solis
Notary Public in and for the State of Texas

My Commission Expires: 7/29/26

FIRST AMENDMENT TO FACILITIES LOCATING AND MARKING SERVICE CONTRACT

THIS FIRST AMENDMENT TO FACILITIES LOCATING AND MARKING SERVICE CONTRACT ("First Amendment") is entered into as of December 13, 2023 ("First Amendment Effective Date") by and between the City of Tyler, Texas ("City"), and USIC Locating Services, LLC ("USIC") (collectively, the "Parties").

WITNESSETH

WHEREAS, the City and USIC are Parties to a Facilities Locating and Marking Service Contract dated June 15, 2023 (the "Agreement");

WHEREAS, the Agreement provides that contract terms cannot be altered, changed, or amended except by a written signed instrument signed by both Parties; and

WHEREAS, the Parties have determined it is necessary to make an adjustment to the maximum amount payable allowed under the Agreement; and

WHEREAS, the Parties desire to further amend the Agreement as set forth herein; and

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

Recitals. The foregoing recitals are true and correct and are incorporated into the First Amendment by this reference as though set forth in full.

Not-to-Exceed Amount. The Parties hereby agree to amend the first sentence in paragraph 3., subsection 3.5 in the Agreement. The first sentence in subsection 3.5 provides,

Customer will pay USIC for the Locate Services in accordance with the charges set forth on Exhibit A, not to exceed the annual amount of $200,000.00.

The Parties agree to delete and replace the annual amount of $200,000.00 with $500,000.00. Therefore, upon execution of this First Amendment, the first sentence in paragraph 3., subsection 3.5 is hereby amended to read as follows:

Customer will pay USIC for the Locate Services in accordance with the charges set forth on Exhibit A, not to exceed the annual amount of $500,000.00.

Conflict. This First Amendment is and shall be construed as part of the Agreement. In the case of any inconsistency between this First Amendment and the Agreement, the provisions containing such inconsistency shall be reconciled with one another to the maximum extent possible, and then to the extent of any remaining inconsistency, the terms of this First Amendment shall control.

Original Terms and Conditions. Except as amended herein, the original terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this First Amendment and it shall become effective as of the First Amendment Effective Date set forth above.

Signed this 19th day of December, 2023.

FOR USIC:

Brooke Egan

Brooke Egan
Printed Name

STATE OF Indiana §
COUNTY OF Marion §

This instrument was acknowledged before me on this the 19 day of December 2023, by _____, on behalf of said COMPANY.

AMBER L. GILES
Notary Public - Seal
Marion County - State of Indiana
Commission Number NP0651374
My Commission Expires Sep 5, 2031

Notary Public, State of Texas

My Commission Expires: _____

FOR THE CITY OF TYLER, TEXAS

By: Edward Broussard

CITY MANAGER

Edward Broussard
PRINTED NAME

FOR THE CITY OF TYLER, TEXAS
ATTEST:

Cassandra Brager

CITY CLERK

Cassandra Brager
PRINTED NAME

FOR THE CITY OF TYLER, TEXAS
APPROVED:

BY: Kate N. Dietz
DIRECTOR OF UTILITIES

Kate Dietz
PRINTED NAME

FOR THE CITY OF TYLER, TEXAS
REVIEWED

BY: Alesha L. Buckner
CITY ATTORNEY'S OFFICE

Alesha L. Buckner
PRINTED NAME

IN WITNESS WHEREOF CITY OF TYLER has caused these presents to be executed this the _____ day of _____, 2023.

STATE OF TEXAS §
COUNTY OF SMITH §

This instrument was acknowledged before me on this the 9th day of January, ~~2023~~ 2024 by _____ on behalf of said CITY.

VANESSA CARRENO SOLIS
Notary Public
STATE OF TEXAS
ID# 13388344-9
My Comm. Exp. Jul. 29, 2026

Vanessa C. Solis
Notary Public in and for the State of Texas

My Commission Expires: 7/29/26

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-5

Date: August 14, 2024

Subject: Request that the City Council consider authorizing the City Manager to execute a Developer-City Participation Agreement that authorizes Tyler Water Utilities to participate in a project that extends sanitary sewer service to the Huntingtower Addition and remove an existing sewer lift station located at the Hamptons Retirement Facility in an amount not to exceed $188,880.00.

Item Reference: **City of Tyler Code of Ordinances 19-11**

The Huntingtower Addition is currently extending a sewer line through its premises. The design team has consulted with Tyler Water Utilities (TWU) about the possibility of participating in the sewer line extension to enable the removal of the sewer lift station at the Hamptons Retirement Facility. This action would alleviate some of the operating burden on TWU. Additional lowering of the sewer line extension is necessary to remove the lift station from service. Therefore, the City agreed to participate in the project with the developer. The developer submitted a Proportionality Analysis, which was approved by Tyler Water Utilities, showing that the demand generated by the development requires sanitary sewer lines with an 8' diameter. This analysis indicates that the cost of lowering the sanitary sewer through the site and demolishing and removing the lift station and associated piping amounts to 36% of the total project cost. The Developer-City Participation Agreement states that the developer will be reimbursed up to $188,880.00. The developer's total project contract amount is anticipated to not exceed $522,602.50.

RECOMMENDATION:

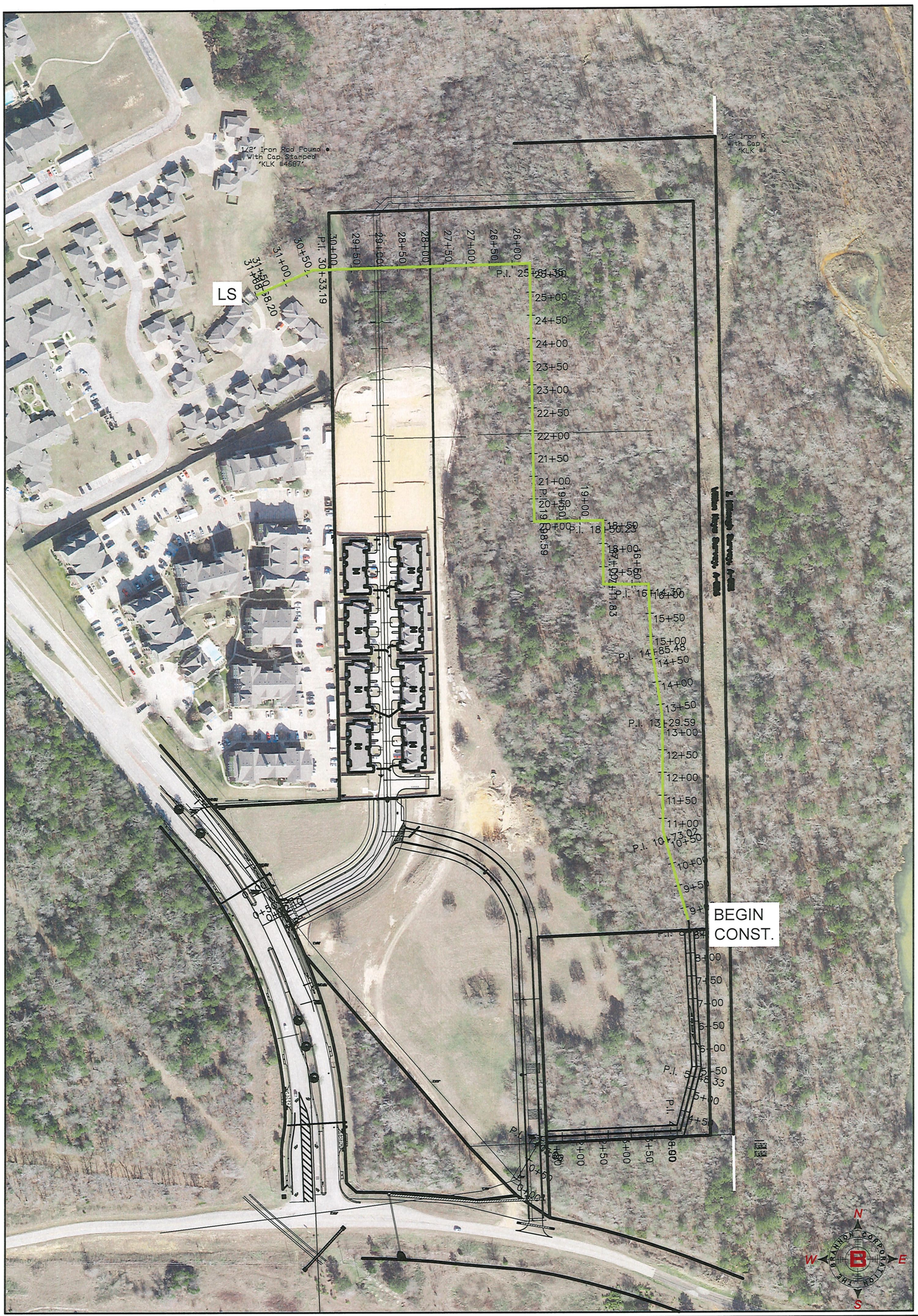
Request that the City Council consider authorizing the City Manager to execute a Developer-City Participation Agreement that authorizes Tyler Water Utilities to participate in a project that extends sanitary sewer service to the Huntingtower Addition and remove an existing sewer lift station located at the Hamptons Retirement Facility in an amount not to exceed $188,880.00.

Attachments:
Huntingtower sewer extension

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

Edited/Submitted By:

City Manager



HUNTINGTOWER SEWER

NIX CONSTRUCTION

APRIL 21, 2023

BRANNON CORP
CIVIL ENGINEERS
THE C.T. BRANNON CORPORATION
1321 SOUTH BROADWAY
TYLER, TX 75701
(903) 597-2122
TX FIRM REGISTRATION #F-242
WEBSITE: www.brannoncorp.com

SCALE: 0 100 200
1" = 200'

DESIGNED BY: RAB
ISSUE DATE: XXX
ISSUED FOR: XXX

PROJECT NO. 00-000

SHEET NO. 1

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CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-6

Date: August 14, 2024

Subject: Request that the City Council consider authorizing the City Manager to purchase an additional 1/2-ton pickup from bid 23-084 to replace totaled unit 16300 for Lake Tyler Maintenance Complex for a purchase price of $47,700.00.

Item Reference:

The fleet replacement program budgets for departments to replace their vehicles on a regular schedule, particularly those with mileage and/or maintenance cost expectations. After meeting with the departments, Vehicle Services conducted sealed bid 23-084 for various types of vehicles with City specified options. Sealed bid 23-084 was sent to 8 different vendors consisting of both local vendors and Buyboard vendors. All bid specs include an option to purchase additional units as needed through the fiscal year. Council approved these purchases on 10/25/23 CA-4. On Friday, 7/19/2024, unit 16300 was wrecked and severe damage to the frame resulted in the unit being unrepairable. VES contacted Tyler Motor Company/Hall Chevrolet / GMC to see if they had any additional units. They have one unit at $47,700.00.

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

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to purchase an additional 1/2-ton pickup from bid 23-084 to replace totaled unit 16300 for Lake Tyler Maintenance Complex for a purchase price of $47,700.00.

Attachments:
hall quote

Drafted/Recommended By:
Department Leader Stan Stoffregen Fleet Manager

Edited/Submitted By:
City Manager

Debora Schreck

From: Sean McSpedden <sean@hallbuickgmc.com>
Sent: Thursday, July 25, 2024 8:52 AM
To: Debora Schreck
Subject: 2024 GMC 1500 Work Truck
Attachments: City Of Tyler 1500 Window Sticker.pdf

Hi Deb!

Please see the attached window sticker for the truck I am quoting.

Your price for this truck is $47,700.00 per your bid for 23-084.

This truck is in stock and available for immediate delivery.

Thank you for the opportunity to serve you and the City Of Tyler!

Best,
Sean

Sean Patrick McSpedden
Fleet & Commercial Account Executive
Business Elite
Hall GMC – Tyler, Tx
Hall Chevrolet GMC – Canton, Tx
903.941.9323 cell
903.266.7828 office
sean@hallbuickgmc.com email
www.hallhasitall.com dealer URL

RO 18920

◀ PULL THIS STRIP TO EXPOSE ADHESIVE

GMC

2024 GMC SIERRA 1500 PRO

EXTERIOR: SUMMIT WHITE
INTERIOR: JET BLACK

ENGINE: 5.3L ECOTEC3 V8 W/ DFM
TRANSMISSION: 10-SPEED AUTO

Visit us at www.gmc.com

STANDARD EQUIPMENT

ITEMS FEATURED BELOW ARE INCLUDED AT NO EXTRA CHARGE IN THE STANDARD VEHICLE PRICE SHOWN

CREW CAB SHORT BOX 4WD

OWNER BENEFITS
- 3 YEAR / 36,000 MILE* BUMPER-TO-BUMPER LIMITED WARRANTY
- 5 YEAR / 60,000 MILE* POWERTRAIN LIMITED WARRANTY, ROADSIDE ASSISTANCE & COURTESY TRANSPORTATION
- FIRST MAINTENANCE VISIT
- WHICHEVER COMES FIRST *SEE GMC.COM OR DEALER FOR TERMS, DETAILS & LIMITS

SAFETY & SECURITY
- GMC PRO SAFETY *AUTOMATIC EMERGENCY BRAKING *FORWARD COLLISION ALERT *FRONT PEDESTRIAN BRAKING *LANE KEEP ASSIST W/LANE DEPARTURE WARNING *FOLLOWING DISTANCE INDICATOR *INTELLIBEAM-AUTO HIGH BEAM
- REAR VISION CAMERA
- TIRE PRESSURE MONITORING WITH TIRE FILL ALERT

PERFORMANCE & MECHANICAL
- AUTOTRAC TRANSFER CASE
- 170 AMP ALTERNATOR
- STABILITRAK W/ TRAILER SWAY CONTROL & HILL START ASSIST
- BRAKE PAD MONITORING

CONNECTIVITY & TECHNOLOGY
- 3 YEARS REMOTE ACCESS PLAN; ONSTAR & WI-FI DATA CAPABLE SEE ONSTAR.COM FOR TERMS
- GMC INFOTAINMENT SYSTEM 7" DIAG. COLOR TOUCHSCREEN FEATURES BLUETOOTH AUDIO STREAMING, WIRELESS APPLE CARPLAY AND ANDROID AUTO CAPABLE
- PUSH BUTTON START
- 6-SPEAKER AUDIO SYSTEM
- REAR SEAT REMINDER

INTERIOR
- AIR CONDITIONING
- REAR HVAC VENTS
- POWER WINDOWS
- POWER DOOR LOCKS
- FRONT 40/20/40 BENCH SEATS W/ COVERED ARMREST STORAGE
- REAR 60/40 FOLDING BENCH SEAT

EXTERIOR
- CHROME BUMPERS
- CORNERSTEP REAR BUMPER
- FRONT RECOVERY HOOKS

MANUFACTURER'S SUGGESTED RETAIL PRICE

STANDARD VEHICLE PRICE	**$46,700.00**

OPTIONS & PRICING

OPTIONS INSTALLED BY THE MANUFACTURER (MAY REPLACE STANDARD EQUIPMENT SHOWN)

ENGINE: 5.3L ECOTEC3 V8 W/ DFM	1,595.00
PRO VALUE PACKAGE	1,465.00
• EZ LIFT POWER LOCK AND RELEASE TAILGATE	
• TINTED GLASS	
• LED CARGO BED LIGHTING	
• REAR WINDOW DEFOGGER	
• CRUISE CONTROL	
• OUTSIDE POWER MIRRORS	
• TRAILERING PACKAGE	
AUTO-LOCKING REAR DIFFERENTIAL	395.00
COMMERCIAL ALL TERRAIN TIRES	395.00
17" 6-SPOKE BRIGHT SILVER PAINTED ALUMINUM WHEELS	350.00
10-WAY POWER DRIVER SEAT ADJUSTER	290.00
TRAILER BRAKE CONTROLLER	275.00
120-VOLT INTERIOR & BED-MOUNTED OUTLETS	225.00
CARPET FLOOR COVERING	100.00
SIRIUSXM AUDIO WITH	100.00
SXM TRIAL SUBSCRIPTION	
GVWR 7,100 LBS. (3,221 KG)	INC.
REAR AXLE 3.23 RATIO	INC.
TOTAL OPTIONS	$5,190.00
TOTAL VEHICLE & OPTIONS	$51,890.00
DESTINATION CHARGE	1,995.00
TOTAL BEFORE SAVINGS	$53,885.00
PRO VALUE PACKAGE DISCOUNT	-500.00
TOTAL VEHICLE PRICE*	**$53,385.00**

EPA DOT Fuel Economy and Environment

Gasoline Vehicle

SIERRA 4WD

Fuel Economy

17 MPG

combined city/hwy

15 city

20 highway

5.9 gallons per 100 miles

Standard pickup trucks range from 12 to 84 MPG. The best vehicle rates 140 MPGe.

You **spend $6,250** more in fuel costs over 5 years compared to the average new vehicle.

G G J

Annual fuel cost $3,200

Fuel Economy & Greenhouse Gas Rating (tailpipe only): 3 (1 – 10, Best)

Smog Rating (tailpipe only): 7 (1 – 10, Best)

This vehicle emits 511 grams CO_2 per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also create emissions; learn more at fueleconomy.gov.

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 28 MPG and costs $9,750 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at $3.60 per gallon. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fueleconomy.gov
Calculate personalized estimates and compare vehicles

Smartphone QR Code™

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score ★★★★★
Based on the combined ratings of frontal, side and rollover.
Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash — Driver ★★★★★ / Passenger ★★★★
Based on the risk of injury in a frontal impact.
Should ONLY be compared to other vehicles of similar size and weight.

Side Crash — Front seat ★★★★★ / Rear seat ★★★★★
Based on the risk of injury in a side impact.

Rollover ★★★★
Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★) with 5 being the highest.
Source: National Highway Traffic Safety Administration (NHTSA)
www.safercar.gov or 1-888-327-4236

Equipped with the safety and security of OnStar®
Visit onstar.com for details.
onstar.com/privacy

PARTS CONTENT INFORMATION

FOR VEHICLES IN THIS CARLINE:
U.S./CANADIAN PARTS CONTENT: 37%
MAJOR SOURCES OF FOREIGN PARTS CONTENT: MEXICO 36%

NOTE: PARTS CONTENT DOES NOT INCLUDE FINAL ASSEMBLY, DISTRIBUTION, OR OTHER NON-PARTS COSTS.

FOR THIS VEHICLE:
FINAL ASSEMBLY POINT:
SILAO, GJ MEXICO
COUNTRY OF ORIGIN:
ENGINE: UNITED STATES
TRANSMISSION: UNITED STATES

This label has been applied pursuant to Federal law – Do not remove prior to delivery to the ultimate purchaser. *Includes Manufacturer's Recommended Pre-Delivery Service. Does not include dealer installed options and accessories not listed above, local taxes or license fees.

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GMLBL_PROD_0043 – 10/23/2023

ORDER NO DMGT66 SALES CODE E
SALES MODEL CODE TK10543
DEALER NO 51044
FINAL ASSEMBLY:
SILAO, GJ MEXICO
VIN 3GTUUAED3RG395727 REISSUE

DEALER TO WHOM DELIVERED
HALL BUICK GMC
PO BOX 4905
TYLER, TX 75712-4905

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-7

Date: August 14, 2024

Subject: Request that the City Council consider authorizing the City Manager to execute Change Order No. 1 for the Capital Improvement Project (CIP) drainage construction contract with Hartbeat Construction for the Repair of Stormwater Inlet Boxes - 2024 project, Bid No. 24-016, increasing the contract amount from $282,866.00 to $320,449.50, funding the $37,563.50 (13.3%) increase with Stormwater Capital Outlay Budget funds.

Item Reference:

During the storms of May and June 2024, the wall from a drainage channel collapsed. This wall is part of the drainage channel that carries stormwater in West Mud Creek Tributary C-2 from South Broadway Avenue to Fair Lane, east of Old Bullard Road.

There is a floodway easement on the channel, but it is not dedicated to the City of Tyler, so the failure is the responsibility of the property owner at 225 Belmead Lane. However, at the property owner's request and per Section 10-570 of the Unified Development Code, the City proposed to split the cost of the wall repair only with the property owner. The intent is not for the City to obtain a permanent easement on this approximate 65' of one (1) side of the channel.

Hartbeat has the Repair of Stormwater Inlet Boxes - 2024 and is the contractor that built the bag wall south of Fair Lane.

Funding is from the Stormwater Capital Outlay Budget.

RECOMMENDATION:

Request that the City Council consider authorizing the City Manager to execute Change Order No. 1 for the Capital Improvement Project (CIP) drainage construction contract with Hartbeat Construction for the Repair of Stormwater Inlet Boxes - 2024 project, Bid No. 24-016, increasing the contract amount from $282,866.00 to $320,449.50, funding the $37,563.50 (13.3%) increase with Stormwater Capital Outlay Budget funds.

Attachments:
Revised Proposal for the City
TCA Easement - 225 Belmead Ln Signed

UDC Sec. 10-570
Original All-Inclusive Proposal
225 Belmead Ln
After Failure 02
After Failure 01
Before Failure
CO #01 - Inlet Boxes - 2024 24-016

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

Edited/Submitted By:
City Manager

HARTBEAT CONSTRUCTION

15160 HWY. 155 SOUTH * TYLER TX 75703 * OFFICE 903.581.5622 * FAX 903.581.6123
EMAIL: hartbeatconst@gmail.com * WEB SITE: www.hartbeatconstruction.com

July 18, 2024

City of Tyler
Paul Neuhaus, M.S., P.E.
Stormwater Management and Environmental Compliance Engineer
Office: (903) 531-1085 l Mobile: (903) 312-4260
pneuhaus@tylertexas.com l www.CityofTyler.org

Re; New 65' long x 9' tall Concrete Bag Wall on East side of Creek Channel located at Fair Lane and Belmead Lane.

We propose to Remove approximately 65 feet of failing concrete stacked wall and sloped concrete rip-rap at east side of creek channel, form, pour and finish one 65' long x 24" wide x 12" thick concrete footing reinforced with 4 - #4 rebar continuous with the elevation of the top of footing 12" below the channel floor. There shall be #4 rebar x 3 feet long placed one foot on centers in the center of the footing to pin the concrete bags to the footing. There shall be 28 rows of concrete bags stacked on the footing totaling 9' tall x 65 feet in length. Each bag shall stair step back 1" to 2" inches each bag and have a 6" long x ½" rebar at each end of bag pinning the bags together. The bag wall shall be lined with non-woven silt cloth and backfilled with select fill dirt.

Total Estimate is $ 63,927.00, 50% is funded by Mr. Allare,

Wall repair estimate for City of Tyler: $ 31,963.50
Additional floor repair estimate for City of Tyler: $ 5,600.00
Total Estimate for City of Tyler: $ 37,563.50

Note: Please review our website at www.hartbeatconstruction.com to view some of our past projects.

All material is guaranteed to be as specified and the above work to be performed in accordance with specifications submitted for the work and completed in a workmanlike manner. Any alteration or deviation from above specifications that involve extra costs will become an extra charge over and above estimate. Payment shall be due as job progresses. All agreements are contingent upon strikes, accidents or delays beyond our control.

If you have any questions please call anytime. The aforementioned prices will be held firm for a period of thirty (30) days.

Respectfully Submitted,

Thank you,

William Hart
Owner/President

Accepted _____

Date_____

TEMPORARY CONSTRUCTION-ACCESS EASEMENT AND RELEASE OF CLAIMS

THE STATE OF TEXAS §
§ **KNOW ALL BY THESE PRESENTS:**
COUNTY OF SMITH §

This Temporary Construction and Access Easement, and this **Release of Claims** is made and entered into between the **City of Tyler,** whose address is P.O. Bo 2039, Tyler, Texas, 75710, a municipal corporation, (hereinafter called the "City") and: Michael G Allare whose address is : 225 Belmead Ln, Tyler, Texas 75701-5443 of the benefited property located at 225 Belmead Ln, Smith County, Tyler, Texas (hereinafter called "Grantor" and/or "Owner").

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

WHEREAS, unforeseen damage occurred to property located at 225 Belmead Ln, Tyler, Texas 75701-5443 that resulted from the development of: drainage channel wall failure. On the stated property, there remains the likelihood of additional drainage channel wall and personal property loss, as well as an electrical utility pole collapse, and is an immediate health and safety hazard to the public. Prompt corrective action is required to remedy the situation as it exists, in order to preserve or protect the public health or safety of citizens and to prevent additional property damage; and

WHEREAS, the property owner desires for the remedial action/s to occur and is willing to allow access to the property for this purpose; and

WHEREAS, it is considered to be in the public interest to conduct the required removal, repair, construction, and/or other remedial actions to alleviate the hazard to public health and safety caused by the existing condition; and

WHEREAS, the City deems it necessary to contract with Hartbeat Construction or other contractors as the City deems reasonably necessary in its sole discretion (collectively the "CONTRACTORS"), and any subcontractors working for the CONTRACTORS (collectively the "SUBCONTRACTORS') for the immediate removal, repair, construction, and/or other remedial actions on behalf of the City.

THEREFORE, the Parties hereby agree to the following:

A. GRANT OF TEMPORARY CONSTRUCTION AND ACCESS EASEMENT

In consideration of the mutual agreements of the Parties hereto, the receipt and sufficiency of which consideration is hereby acknowledged, the Grantor/Owner has this day GRANTED and CONVEYED, and by these presents, does hereby GRANT and CONVEY unto the City, City's CONTRACTORS, SUBCONTRACTORS and their respective successors and assigns, a temporary construction and access easement ("Temporary Construction and Access Easement"), upon, across, through, over, or under that tract or parcel of land described in ATTACHMENT "A" (hereinafter the "Temporary Construction Easement Property"), which is attached hereto and incorporated herein.

Said Temporary Construction and Access Easement is for the purpose of preserving, protecting and/or remediating the immediate health and safety hazard to the public, including but not limited to cleaning, removing, erecting, constructing, installing, replacing, repairing, operating, using, inspecting, reconstructing, and modifying the Temporary Construction Easement Property, including any and all public

facilities (including water, storm water, drainage, and sanitary sewer), and including the right to trim, cut and/or remove trees, shrubbery and other vegetation within, but not limited to, said easement area, including by use of herbicides or other similar chemicals approved by the U. S. Environmental Protection Agency, to the extent, as may be necessary to prevent or to remove the hazard.

It is specifically understood and agreed that in authorizing the said remediation actions described herein, the City of Tyler, City's officers, employees, agents, representatives, employees, successors, and assigns (hereinafter "City Representatives"), in no way admit any liability or responsibility whatsoever for the currently existing conditions that are in need for remediation. The City of Tyler and its City Representatives hereby deny any such responsibility or liability.

TO HAVE AND TO HOLD this same Temporary Construction Easement Property to the City of Tyler, City's successors, and assigns, together with the rights and privileges at any and all times to enter said premises, or any part thereof, which is reasonably necessary or incident to the accomplishment of the purposes of this Easement Agreement. This Agreement shall be in effect from the time of signature of all parties until completion of the City's activities hereunder.

B. CITY'S RIGHTS, BENEFITS & OBLIGATIONS:

The City agrees to pay *100% of* the cost of (1) removing or repairing any impediments, installing, replacing, and/or constructing any improvements of any nature upon, across, over or under the Temporary Construction Easement Property incident to and/or necessary for accomplishing the remediation of the immediate health and safety hazard; and (2) where reasonably possible, making the surface of the Grantor's/Owner's premises a smooth, graded ground condition.

All matters concerning the design, removal, installation, replacement, repair, or construction activities to remediate the current public hazard condition upon, across, over or under the and Temporary Construction Easement Property are at City's sole discretion.

City will be solely responsible for selecting, engaging, and paying the CONTRACTORS to complete any of the above said improvements, including but not limited to the ground level remediation. City may remove or cause to be removed any impediments to restoring/repairing the public hazard, or construct or cause to be constructed any improvement/s it deems necessary to remediate the public hazard, upon, over, under, across, or through the Temporary Construction Easement Property in accordance with the applicable ordinances, rules, regulations and requirements of the City of Tyler and all federal and state laws. City shall use its best, good faith and diligent efforts to perform or cause to be performed the work in a good, workmanlike manner.

City staff shall at all times exercise reasonable precautions to protect and preserve public safety and health while accomplishing remedial activities in or upon the Temporary Construction Easement Property.

C. GRANTOR'S/OWNER'S RIGHTS, BENEFITS & OBLIGATIONS:

Grantor/Owner hereby reserves the right to use the Temporary Construction Easement Property in any manner that will not prevent or interfere with the exercise by the City of the rights granted hereunder, and provided that such use does not present a safety risk or any other hazard.

Grantor/Owner consents to the removal or repair of any and all impediments, and/or to the placement of any and all improvements of any nature upon, across, over or under the Temporary Construction Easement Property that has been deemed by the City to be reasonably necessary for accomplishing the remediation of the public hazard.

Any and all improvements placed upon, across, over or under the Temporary Construction Easement Property by the City shall become the sole property of the Grantor/Owner immediately upon the completion of such improvement. Grantor/Owner shall solely be responsible for any and all future maintenance and repair of said improvements.

D. GENERAL CONDITIONS, INDEMNITY, AND RELEASE OF CLAIMS

Nothing in this agreement creates a partnership or joint venture between the parties.
TO THE EXTENT PERMITTED BY LAW, EACH PARTY AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY, THEIR RESPECTIVE CONTRACTORS, SUBCONTRACTORS, AND THEIR OFFICERS, AGENTS, ATTORNEYS, EMPLOYEES AND REPRESENTATIVES, FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, JUT)GMENTS, CAUSES OF ACTION, SUITS, INJURIES TO OR DEATH OF PERSONS, DAMAGE TO OR LOSS OF PROPERTY, AND EXPENSES, INCLUDING COURT COSTS AND OTHER REASONABLE COSTS, ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT, BUT ONLY PROPORTIONALLY TO THE EXTENT THAT THE HARM WAS DIRECTLY CAUSED BY THE NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF INDEMNIFYING PARTY, INDEMNIFYING PARTY'S CONTRACTORS, SUBCONTRACTORS, AND INDEMNIFYING PARTY'S OFFICERS, AGENTS, ATTORNEYS, EMPLOYEES AND REPRESENTATIVES, INCLUDING ALL CAUSES OF ACTION BASED ON COMMON, CONSTITUTIONAL, OR STATUTORY LAW.

FURTHER, THE CITY, CITY'S CONTRACTORS, AND SUBCONTRACTORS ASSUME NO RESPONSIBILITY OR LIABILITY FOR HARM, INJURY, OR ANY DAMAGING EVENTS WHICH ARE DIRECTLY OR INDIRECTLY ATTRIBUTABLE TO TEMPORARY CONSTRUCTION EASEMENT PREMISES DEFECTS, WHICH MAY NOW EXIST OR WHICH MAY HEREAFTER ARISE BY NO FAULT OF THE AFOREMENTIONED ENTITIES, ANY AND ALL SUCH DEFECTS BEING EXPRESSLY WAIVED BY OWNER, OR DUE TO ACTS OF GOD OR GOVERNMENT, STRIKES, CIVIL DISTURBANCES, OR ANY OTHER ACTS OF FORCE MAJEURE, OR OTHER EVENTS NOT OTHERWISE WITHIN THE CITY'S CONTROL.

E. All rights, title and privileges herein granted, including all benefits and burdens, shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective heirs, executors, administrators, successors, assigns and legal representatives.

F. Nothing in this Agreement shall be deemed to limit the City's rights with regard to seeking subrogation for any amounts paid by the City hereunder. City retains all rights and remedies to which it may be entitled, at law or in equity.

G. If any provision herein is held by a court of competent jurisdiction to be void or unconstitutional, such holding shall not affect the remaining provisions of this agreement and the remaining provisions shall remain in full force and effect.

H. This Agreement shall be construed in accordance with the laws of the State o1 Texas. Any action brought to enforce or interpret this Agreement shall be brought in a court of competent jurisdiction in Smith County, Texas, for actions under State law, and in the Eastern District of Texas, Tyler Division, for actions in Federal Court.

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I. This Agreement may not be modified, altered, or amended except by written instrument duly executed by both parties. Any attempted modification, alteration or amendment not duly executed by both parties shall be null and void, and of no effect.

J. This Agreement contains the entire agreement of the parties regarding the subject matter herein and supersedes all other agreements or understandings, oral or written. This agreement shall be binding upon the parties hereto, their respective successors, and heirs and permitted assigns.

K. By signing this Agreement, Grantor/Owner is certifying that Grantor/Owner has read the foregoing Easement and Release of Claims in its entirety and does now by the signature(s) below certify that Owner/Grantor fully understands all of its terms and conditions. Owner/Grantor does now execute this Agreement voluntarily and with full knowledge of its significance.

The parties have EXECUTED this Temporary Construction &Access Easement

GRANTOR/OWNER(S)

By: _____

Michael G Allare

APPROVED AS TO FORM

By: _____

Attorney for Owner

APPROVED AS TO FORM

By: _____

Steven M. Kean, Deputy City Attorney

CITY OF TYLER, TEXAS

_____

Edward Broussard, City Manager

THE STATE OF TEXAS §
COUNTY OF SMITH. §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 19th, day of July, 2024.

Aubrey Inman
My Commission Expires
6/2/2028
Notary ID126539502

_____
Notary Public in and for The State of Texas

My Commission Expires: 6-2-2028

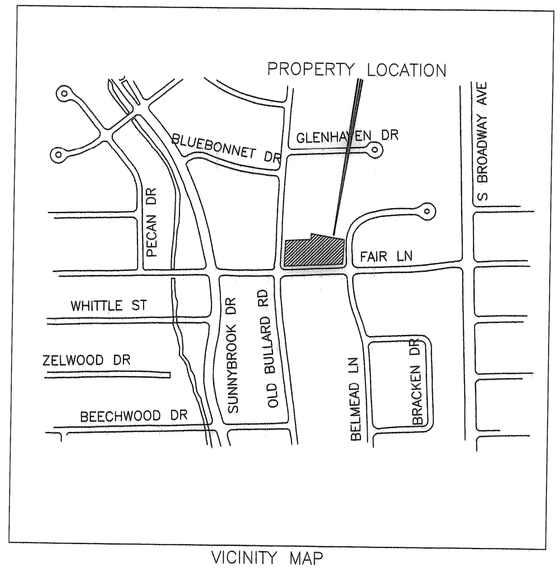
Aubrey Inman
Notary Public Printed Name

2011 00056361

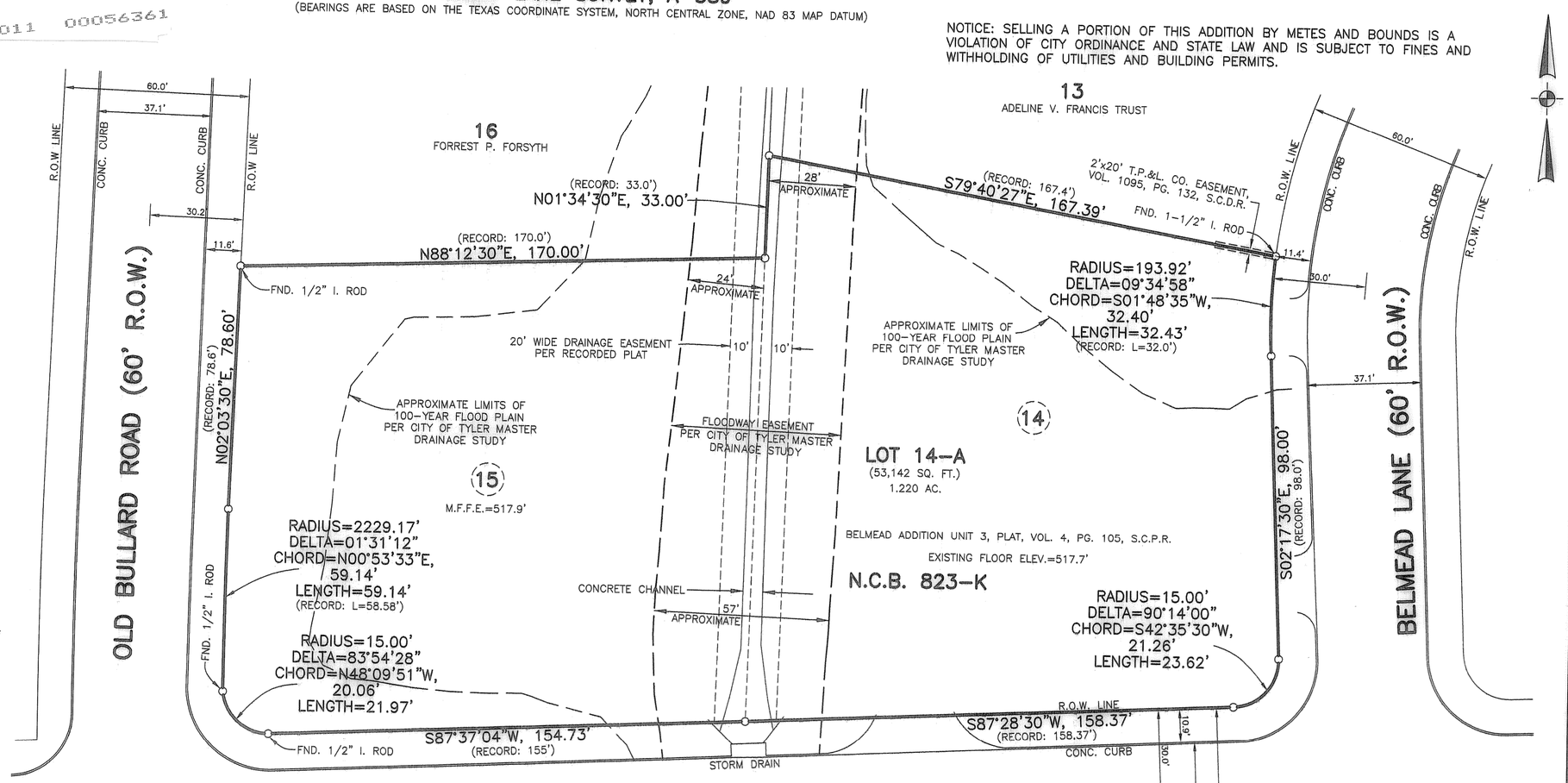
GREEN LANE SURVEY, A-589

(BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, NORTH CENTRAL ZONE, NAD 83 MAP DATUM)

NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.



VICINITY MAP



FLOODWAY EASEMENT

THE STATE OF TEXAS)(

COUNTY OF SMITH)(KNOW ALL MEN BY THESE PRESENTS

THAT, WHEREAS WE MICHAEL G. ALLARE AND ERIN ALLARE, DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE TRACT OF LAND SHOWN HEREON, AND WE ARE FAMILIAR WITH THE TERRAIN, ELEVATION, HIGH WATER LEVEL AND ALL PHYSICAL CONDITIONS, IN, ON AND ADJACENT TO SAID PROPERTY; AND

WHEREAS, SAID PROPERTY IS SUBJECT TO FLOODING, HIGH WATER AND INUNDATION DUE TO THE TERRAIN, ELEVATION AND THE FACT THAT A CREEK OR CREEKS TRAVERSE OR RUN ADJACENT TO SAID PROPERTY; AND

WHEREAS, THE PROPERTY SUBJECT TO FLOODING, HIGH WATER AND INUNDATION IS MARKED ON THE PLAT WITH THE "FLOODWAY EASEMENT" LINE AS SHOWN AND OUTLINED ON THE PLAT.

WHEREFORE, PREMISES CONSIDERED:

WE HEREBY AGREE THAT NO OBSTRUCTION TO THE NATURAL FLOW OF WATER, INCLUDING STORM WATERS AND OVERFLOW WATER FROM ANY CREEK OR CREEKS, SHALL BE PERMITTED BY FILLING OR BY CONSTRUCTION OF ANY TYPE OF DAM, BUILDING, BRIDGE, WALKWAY OR ANY OTHER STRUCTURE WITH THE FLOODWAY EASEMENT UNLESS DESIGNED IN ACCORDANCE WITH THE STORM DRAINAGE CRITERIA OF THE CITY OF TYLER. IN THE EVENT ANY PROPERTY OWNER OBSTRUCTS THE NATURAL FLOW OF THE WATER IN ANY MANNER THE CITY OF TYLER MAY SUMMARILY REMOVE ANY OF SAID OBSTRUCTIONS UPON NOTIFICATION BY MAIL TO THE OWNER.

WE DO HEREBY DECLARE AND DEDICATE THIS "FLOODWAY EASEMENT" TO BE A "COVENANT RUNNING WITH THE LAND" AND THAT THIS SHALL CONSTITUTE NOTICE TO ALL PARTIES CONCERNED INCLUDING OUR HEIRS, SUCCESSORS OR ASSIGNS AND ALL PURCHASERS OF PROPERTY WITHIN SAID SUBDIVISION.

MINIMUM FINISH FLOOR ELEVATION IS AS SHOWN ON INDIVIDUAL LOTS.

BY: Michael G. Allare
MICHAEL G. ALLARE, OWNER

SUBSCRIBED AND SWORN BEFORE ME, A NOTARY PUBLIC, IN AND FOR SMITH COUNTY, TEXAS, THIS THE 8 DAY OF Dec, 2011.

Billy R. Nelms

BILLY R. NELMS
Notary Public, State of Texas
My Commission Expires
August 16, 2012

WITNESS, MY HAND, THIS THE 8 DAY OF Dec, 2011.

BY: Erin Allare
ERIN ALLARE , OWNER

SUBSCRIBED AND SWORN BEFORE ME, A NOTARY PUBLIC, IN AND FOR SMITH COUNTY, TEXAS, THIS THE 8 DAY OF Dec, 2011.

Billy R. Nelms

BILLY R. NELMS
Notary Public, State of Texas
My Commission Expires
August 16, 2012

0' 30' 60' 90'

LOCATION OF LIMITS OF 100-YEAR FLOODPLAIN AND FLOODWAY ARE APPROXIMATE BY SCALE FROM CITY OF TYLER MASTER DRAINAGE STUDY FLOOD PROFILES.

OWNER'S STATEMENT:

THAT WE, MICHAEL G. ALLARE AND ERIN ALLARE, ARE THE OWNERS OF THE TRACT SHOWN HEREON AND DO ACCEPT THIS AS ITS PLAN FOR THE SUBDIVIDING INTO LOTS AND BLOCKS AND DO DEDICATE TO THE PUBLIC FOREVER THE STREETS, ALLEYS AND EASEMENTS AS SHOWN. IT IS THE PROPERTY OWNER'S RESPONSIBILITY TO VERIFY EASEMENTS PRIOR TO CONSTRUCTING ANY IMPROVEMENTS.

WITNESS, MY HAND, THIS THE 8th DAY OF December, 2011.

BY: Michael G. Allare
MICHAEL G. ALLARE, OWNER

SUBSCRIBED AND SWORN BEFORE ME, A NOTARY PUBLIC, IN AND FOR SMITH COUNTY, TEXAS, THIS THE 8 DAY OF Dec, 2011.

Billy R. Nelms

BILLY R. NELMS
Notary Public, State of Texas
My Commission Expires
August 16, 2012

WITNESS, MY HAND, THIS THE 8 DAY OF Dec, 2011.

BY: Erin Allare
ERIN ALLARE , OWNER

SUBSCRIBED AND SWORN BEFORE ME, A NOTARY PUBLIC, IN AND FOR SMITH COUNTY, TEXAS, THIS THE 8 DAY OF Dec, 2011.

Billy R. Nelms

BILLY R. NELMS
Notary Public, State of Texas
My Commission Expires
August 16, 2012

SURVEYOR'S STATEMENT:

I, ROBERT MATUSH, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 3683, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION DURING THE MONTH OF APRIL, 2011. GIVEN UNDER MY HAND AND SEAL THIS DATE, 16 NOVEMBER 2011.

Robert Matush
ROBERT MATUSH
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS

STATE OF TEXAS
REGISTERED
ROBERT MATUSH
3683
PROFESSIONAL
LAND SURVEYOR

STATE OF TEXAS

APPROVED BY: BARBARA HOLLY, DIRECTOR OF PLANNING.

ON THIS 15 DAY OF December, 2011.

Barbara Holly
BARBARA HOLLY

ATTEST: _____

PLAT RECORDED IN CABINET 'E', SLIDE 217I

DATE RECORDED: 12-27-11

Filed For Record in:
Smith County, Texas
On: Dec 27,2011
at 04:15P
Receipt #: 599806
Recordings: 21.00
Doc/Num : 00056361
Doc/Type: Plat
Deputy - Kathy Massie

I hereby certify that this instrument was filed and duly recorded in the Official Records of Smith County, Texas

Karen Phillips
County Clerk

BELMEAD ADDITION UNIT 3
FIRST AMENDMENT
AN AMENDING REPLAT OF
BELMEAD ADDITION UNIT 3
LOTS 14 & 15, N.C.B. 823-K
GREEN LANE SURVEY, A-589
CITY OF TYLER
SMITH COUNTY, TEXAS

OWNER: MICHAEL G. ALLARE & ERIN ALLARE
ADDRESS: 225 BELMEAD LANE, TYLER, TX. 75701

BOB MATUSH SURVEYING, INC.
REGISTERED PROFESSIONAL LAND SURVEYORS
2624 KENSINGTON DRIVE, SUITE 107 TYLER, TEXAS 75703
TEL. (903) 561-7287 FAX (903) 561-2013

JOB NO. 11-144 DATE: 16 NOVEMBER 2011 SCALE: 1"=30'

(Ord. No. 0-2015-67; 6/24/15)

Sec. 10-570. City's Participation in Flood Control

a. The city's participation in controlling flooding and erosion within creeks and drainage courses is hereby established as follows:

1. Creek clearing and cleaning: If the city deems a project practical, economical and in the best interest, the city shall provide the equipment and labor for clearing, dredging and hauling materials such as brush, trees and other rubbish and debris from the creek bottom. This will be done at no expense to the property owners.

2. Drainage improvement project initiations:

The city, upon petition of a majority of the involved property owners and approval of the project, may survey, design, and provide for construction of improvements to the drainage course in accordance with established city criteria.

(b) A work order for construction of improvements may be issued after completion of arrangements for the financing of this project.

(c) Upon agreement by 100 percent of the involved property owners, completion of the following shall be considered adequate: Execution of mechanic's lien contracts by all participants to secure payment of the property owners' share or payment in advance of the property owners' entire share.

(d) Upon agreement of less than 100 percent of the property owners, the city council may, if it deems the project in the public interest, proceed to convene a public hearing and establish assessments in accordance with state law against the property improved by the project.

b. Cost Distribution

1. Contract jobs. A portion of the costs of said improvements will be assessed to abutting property owners on the following basis:

When the creek is on common lot line:

(1) Property owners shall be responsible for payment of a maximum one-third of the cost of improvements abutting the property.

(2) The city shall be responsible for the cost of the balance of the contract.

(b) When the creek lies across single property:

(1) If the city determines that said improvements would allow subdivision of the property into two or more lots, each capable of separate development, the property owners shall be responsible for payment of a maximum of two-thirds of the cost of improvements.

(2) If the city determines that the improvements serve only to join inaccessible portions to the remainder of the lot, the property owner shall be responsible for a maximum of one-half of the cost of improvements.

2. Project in which work is done by city crews. The following are examples of methods of allocating participation in drainage improvements which are constructed in whole or in part by City crews. The following list illustrates common means of sharing participation which result in cost distributions very near that expressed in the policy for contract jobs in subsection B.1.b(1) above. It is not intended to preclude other types of participation where special conditions warrant. The city council will determine on a case-by-case basis whether such allocations of cost or effort are appropriate:

The city provides equipment and labor, while the property owner pays for the concrete necessary to cover the bottom of an improved creek channel.

(b) The property owner pays for and constructs the sidewalls of the channel, while the city provides labor, equipment and pays for materials to be placed in the bottom of the channel.

(c) The city provides equipment and labor for the installation of pipe. The cost of the pipe is charged back to the adjacent property owners.

3. If the property owner wishes to participate in a project in which costs are allocated in accordance with subsection B.1.b(2) above, the following apply:

The property owner shall make written request to the city engineer for a study prior to securing materials.

(b) Upon approval of the project, the property owner will be notified as to scheduling of work.

(c) Material furnished must be approved by the city engineer, delivered to the job site, and the city notified of such delivery before the date agreed upon for beginning work. In the event of any delay in the receipt of materials, the city must be notified so that the project may be rescheduled. Failure to supply materials properly or notify the city may result in the project being bypassed or deleted altogether.

4. Unless other financial arrangements are approved by the city council, the property owners' pro rata cost for improvements may be payable to the city in five successive annual payments, the first being due upon notice by the city of acceptance of the work.

5. A time differential charge of eight percent annual interest on the unpaid balance shall be added to any installment contract pursuant to this ordinance.

c. Easements

No work of any nature shall be performed until written drainage easements, approved by the Legal Department, are granted to the City. When easements are provided at no cost, that contribution may offset the assessments described above.

d. Materials and Workmanship

All work shall be in accordance with city plans and specifications.

e. Limitations

1. It is the intent of this policy to provide relief from flooding, erosion and health hazards beyond the scope of normal homeowner maintenance to developed residential properties.

2. Nothing in this policy shall be construed as authorizing city participation in the development of private property for resale or the improvement of commercial property.

3. The City reserves the right to refuse to participate in any project deemed to be impractical, uneconomical, or otherwise not in the city's best interest.

4. The city reserves the right to establish priorities for rescheduling work to be done. (Ord. No. 0-98-91, 11/18/98)

Sec. 10-571 Severability

If any section, clause, sentence, or phrase of this Division is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Division. (Ord. No. 0-2015-67; 6/24/15)

Sec. 10-572 Penalties for Non Compliance

No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this court order and other applicable regulations. Violation of the provisions of this court order by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a misdemeanor. Any person who violates this court order or fails to comply with any of its requirements shall upon conviction thereof be fined not more than $500 for each violation, and in addition shall pay all costs and expenses involved in the case. Nothing herein contained shall prevent the City of Tyler from taking such other lawful action as is necessary to prevent or remedy any violation. (Ord. No. 0-2015-67; 6/24/15)

Sec. 10-573 - 579. Reserved.

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HARTBEAT CONSTRUCTION

15160 HWY. 155 SOUTH * TYLER TX 75703 * OFFICE 903.581.5622 * FAX 903.581.6123
EMAIL: hartbeatconst@gmail.com * WEB SITE: www.hartbeatconstruction.com

April 16, 2024

Brannon Corp./ Bob Breedlove
1321 South Broadway
P.O. Box 7487
Tyler, Texas 75711
Breedlove@brannoncorp.com
903-597-2122

Re; New 65' long x 9'4" tall Concrete Bag Wall on East side of Creek Channel located at Fair Lane and Belmead Lane.

We propose to Remove approximately 65 feet of failing concrete stacked wall and sloped concrete rip-rap at east side of creek channel, form, pour and finish one 65' long x 24" wide x 12" thick concrete footing reinforced with 4 - #4 rebar continuous with the elevation of the top of footing 12" below the channel floor. There shall be #4 rebar x 3 feet long placed one foot on centers in the center of the footing to pin the concrete bags to the footing. There shall be 28 rows of concrete bags stacked on the footing totaling 9' 4" tall x 65 feet in length. Each bag shall stair step back 1" to 2" inches each bag and have a 6" long x ½" rebar at each end of bag pinning the bags together. The bag wall shall be lined with non-woven silt cloth and backfilled with select fill dirt. Total Estimate $ 63,927.00

Alt. #1 Remove approximately a 50 feet x 5' tall section of brick wall, 20' x 45' section of concrete driveway and install a new concrete driveway the same size with a 2' deep footing on the creek side. Add $ 19,327.00

Alt #2 Furnish and install new matching Brick Wall and re-hang the gate. Add $ 8,752.00

Note: Please review our website at www.hartbeatconstruction.com to view some of our past projects.

All material is guaranteed to be as specified and the above work to be performed in accordance with specifications submitted for the work and completed in a workmanlike manner. Any alteration or deviation from above specifications that involve extra costs will become an extra charge over and above estimate. Payment shall be due as job progresses. All agreements are contingent upon strikes, accidents or delays beyond our control.

If you have any questions please call anytime. The aforementioned prices will be held firm for a period of thirty (30) days.

Respectfully Submitted,

Thank you,

William Hart
Owner/President

Accepted _____

Date_____




DIRECTION
78 deg(T)
32.31632°N
095.30348°W
ACCURACY 5 m
DATUM WGS84
2024-06-26
13:02:24-05:00


DIRECTION
58 deg(T)
32.31634°N
095.30356°W
ACCURACY 4 m
DATUM WGS84
2024-07-23
15:32:19-05:00


DIRECTION
13 deg(T)
32.31629°N
095.30350°W
ACCURACY 4 m
DATUM WGS84
2024-02-26
10:56:17-06:00

CONTRACT CHANGE ORDER
CHANGE ORDER NO. #01

PROJECT NAME: Repair of Stormwater Inlet Boxes - 2024 DATE: 7/25/2024

CONTRACTOR: Hartbeat Construction BID NUMBER: 24-016
ADDRESS: 15160 Hwy 155 South
Tyler, TX 75703
PHONE NO.: (903) 581-5622

Item No.	Work Items	Qty	Units (from pull-down list)	Unit Price	SOV	Qty Complete to Date	Amount Complete to Date	Difference in Bid Qty	Difference in Bid Amount
1.01	Performance, Payment, and Maintenance Bonds (paid in 1/4's)	1.00	LS	$ 5,200.00	$ 5,200.00	0.00	$ -	0.00	$ -
1.02	Insurance, including liability naming Owner as additional insured (paid in 1/4's)	1.00	LS	$ 8,000.00	$ 8,000.00	0.00	$ -	0.00	$ -
2.01	Mobilization	7.00	EA	$ 1,200.00	$ 8,400.00	0.00	$ -	0.00	$ -
2.03	Provide Construction Staking	13.00	EA	$ 300.00	$ 3,900.00	0.00	$ -	0.00	$ -
2.04	Prepare Right of Way, including, but not limited to: inlet box removal, concrete structure removal, debris removal, tree and vegetation removal, and minor site grading for erosion control	13.00	EA	$ 2,200.00	$ 28,600.00	0.00	$ -	0.00	$ -
2.2	Traffic Control	13.00	EA	$ 1,600.00	$ 20,800.00	0.00	$ -	0.00	$ -
2.21	Trench Safety per OSHA requirements	1.00	LS	$ 3,000.00	$ 3,000.00	0.00	$ -	0.00	$ -
3.01	S Donnybrook Ave & Mobile Dr: cast in place (no pre-cast); #5 reinforcing steel and embed plate in top; all other standard City of Tyler details and specifications; double 5' inlet in curve radius; complete and in place	1.00	LS	$ 14,000.00	$ 14,000.00	0.00	$ -	0.00	$ -
3.02	201 W Oakwood St: cast in place to sidewalk (no pre-cast) top with #5 reinforcing steel and embed plate; all other standard City of Tyler details and specifications for 5' inlet with 4' extensions on each side; add 24" manhole; complete and in place (new box is from back of curb to sidewalk)	1.00	LS	$ 8,700.00	$ 8,700.00	0.00	$ -	0.00	$ -
3.03	1125 E Erwin St: cast in place (no pre-cast) top and inlet throat; #5 reinforcing steel and embed plate in top; all other standard City of Tyler details and specifications for 5' inlet with a 5' extension; complete and in place	1.00	LS	$ 7,000.00	$ 7,000.00	0.00	$ -	0.00	$ -
3.04	1201 E Erwin St: cast in place to sidewalk (no pre-cast); #5 reinforcing steel and embed plate in top; all other standard City of Tyler details and specifications for 5' inlet; complete and in place; reset grate inlet in inlet throat	1.00	LS	$ 7,000.00	$ 7,000.00	0.00	$ -	0.00	$ -
3.05	113 Saleh Ave Open Channel: brace lid and replace failed brick wall with concrete wall; clean and prepare remaining brick, masonry, and concrete surfaces, seal any cracks and trowel or spray 1/2" mortar over surfaces	1.00	LS	$ 7,000.00	$ 7,000.00	0.00	$ -	0.00	$ -
3.06	1208 Neches Dr (South Box): cast in place or precast; complete and in place	1.00	LS	$ 9,000.00	$ 9,000.00	0.00	$ -	0.00	$ -
3.07	1208 Neches Dr (North Box): cast in place or precast; complete and in place	1.00	LS	$ 9,000.00	$ 9,000.00	0.00	$ -	0.00	$ -
3.08	2023 Baker Dr (East Inlet Structure): inlet structure with headwall and wingwalls per TxDOT CH-FW-0/15; complete and in place	1.00	LS	$ 14,000.00	$ 14,000.00	0.00	$ -	0.00	$ -
3.09	2023 Baker Dr (West Inlet Structure): inlet structure with headwall and wingwalls per TxDOT CH-FW-0/15; complete and in place	1.00	LS	$ 14,000.00	$ 14,000.00	0.00	$ -	0.00	$ -
3.1	Bradshaw Dr & Cope St (East Inlet Structure): inlet structure with headwall and wingwalls per TxDOT CH-FW-0/15; complete and in place	1.00	LS	$ 14,000.00	$ 14,000.00	0.00	$ -	0.00	$ -
3.11	Bradshaw Dr & Cope St (West Inlet Structure): inlet structure with headwall and wingwalls per TxDOT CH-FW-0/15; complete and in place	1.00	LS	$ 14,000.00	$ 14,000.00	0.00	$ -	0.00	$ -

3.12	2019 Lee St (East Inlet Structure): inlet structure; complete and in place; clean and prepare headwalls and wingwalls, seal any cracks and trowel or spray 1/2" mortar over surfaces	1.00	LS	$ 13,000.00	$	13,000.00	0.00	$	-	0.00	$	-
3.13	2019 Lee St (West Inlet Structure): inlet structure; complete and in place; clean and prepare headwalls and wingwalls, seal any cracks and trowel or spray 1/2" mortar over surfaces	1.00	LS	$ 13,000.00	$	13,000.00	0.00	$	-	0.00	$	-
3.3	Demo and Remove 8" Curb and 24" Gutter	175.00	LF	$ 10.00	$	1,750.00	0.00	$	-	0.00	$	-
3.31	Demo and Remove Asphalt Paving	70.00	SY	$ 36.00	$	2,520.00	0.00	$	-	0.00	$	-
3.32	Remove Existing Brick Paving; will reuse	1.00	SY	$ 48.00	$	48.00	0.00	$	-	0.00	$	-
3.33	Demo and Remove Asphalt over Brick Paving	9.00	SY	$ 48.00	$	432.00	0.00	$	-	0.00	$	-
3.35	Demo and Remove Concrete Sidewalk	21.00	SY	$ 36.00	$	756.00	0.00	$	-	0.00	$	-
3.4	Remove Tree	1.00	LS	$ 400.00	$	400.00	0.00	$	-	0.00	$	-
4.3	Concrete 8" Curb and 24" Gutter Repair	175.00	LF	$ 30.00	$	5,250.00	0.00	$	-	0.00	$	-
4.31	Replace Asphalt Paving	79.00	SY	$ 54.00	$	4,266.00	0.00	$	-	0.00	$	-
4.32	Replace Brick Paving	1.00	SY	$ 36.00	$	36.00	0.00	$	-	0.00	$	-
4.35	Concrete Sidewalk, 4'	8.00	SY	$ 81.00	$	648.00	0.00	$	-	0.00	$	-
4.5	Concrete Curb Ramp, ADA Compliant	3.00	EA	$ 1,800.00	$	5,400.00	0.00	$	-	0.00	$	-
5.01	Crushed Stone Bedding	4.00	CY	$ 140.00	$	560.00	0.00	$	-	0.00	$	-
5.02	Select Fill - Optional based on site conditions and Engineer's recommendation	4.00	CY	$ 56.00	$	224.00	0.00	$	-	0.00	$	-
5.03	Riprap Stone, Dry (8 in) (1.4 ton/CY)	18.00	CY	$ 176.00	$	3,168.00	0.00	$	-	0.00	$	-
5.11	Filter Fabric	36.00	SY	$ 8.00	$	288.00	0.00	$	-	0.00	$	-
4.01	Yard/Easement Repair	15.00	SY	$ 36.00	$	540.00	0.00	$	-	0.00	$	-
100	Contingency, Paid As Needed Upon Engineer's Approval	1.00	EA	$ 35,000.00	$	19,605.00	0.00	$	-	0.00	$	-
	S Boldt Ave and BFC Crossing	1.00	EA	$ 6,168.00	$	6,168.00	0.00	$	-	0.00	$	-
	Cimmarron Trl Headwall	1.00	EA	$ 9,227.00	$	9,227.00	0.00	$	-	0.00	$	-
					$	-	0.00	$	-	0.00	$	-
					$	-	0.00	$	-	0.00	$	-
	225 Belmead Ave - Allare Wall Repair		EA	$ 37,563.00	$	-	0.00	$	-	1.00	$	37,563.50
					$	**282,886.00**		**$**	**-**		**$**	**37,563.50**

Original contract price:	282,886.00	
Change in contract price from previous change orders:	0	
Change in contract price due to this change order:	37,563.50	
Adjusted contract price to date:	**320,449.50**	**13.28%**
Original contract end date / days:	7/31/2023	
Change in contract days from previous change orders:	0	
Change in contract days due to this change order:	0	
Adjusted contract days to date:	7/31/2023	

RECOMMENDED FOR APPROVAL: Darin Jennings, P.E.
City Engineer

Date

ACCEPTED: Hartbeat Construction
Contractor

Date

REVIEWED:
City Attorney's Office

Date

APPROVED: Edward Broussard
City Manager

Date

AGENDA ITEM NUMBER: C-A-

DATE APPROVED BY COUNCIL: 8/14/2024

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-8

Date: August 14, 2024

Subject: Request that the City Council consider adopting a Resolution authorizing staff to file an application with the Texas Water Development Board (TWDB) for financial assistance not to exceed $2,000,000.00 related to the Lead Service Line Replacement Program following the Lead Service Line Inventory as mandated by the Texas Commission on Environmental Quality (TCEQ) and authorizing the City Manager or designee to take all actions needed to receive and expend grant funds.

Item Reference:

City of Tyler Staff has been working diligently to develop a system-wide water service line inventory that determines the pipe material for the City and private portion of the water service line. This inventory is required by the Environmental Protection Agency (EPA) and the Texas Commission on Environmental Quality (TCEQ) and is considered the first step in the plan to remove all lead pipes from the drinking water system. After the inventory, the City will develop a replacement plan to remove and replace all lead lines.

The TWDB is offering financial assistance on this matter with a program of 51% principal forgiveness and 49% loan/bond. Principal forgiveness is functionally similar to a grant; the portion of the loan is forgiven upon closing. Loans are offered at below-market interest rates. The City submitted a Project Information Form for this in the spring of 2023 and has now been selected to submit the formal application for the funding assistance.

RECOMMENDATION:

It is recommended that the City Council consider adopting a Resolution authorizing staff to file an application with the Texas Water Development Board (TWDB) for financial assistance not to exceed $2,000,000.00 related to the Lead Service Line Replacement Program following the Lead Service Line Inventory as mandated by the Texas Commission on Environmental Quality (TCEQ) and authorizing the City Manager or designee to take all actions needed to receive and expend grant funds.

Attachments:
2023 Water Board Resolution

Drafted/Recommended By:

Department Leader	Jacob Yanker, Utilities Project Engineer/ Kate Dietz, PE, Director of Utilities
Edited/Submitted By: **City Manager**	

RESOLUTION NO. R-2024-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, REQUESTING FINANCIAL ASSISTANCE FROM THE TEXAS WATER DEVELOPMENT BOARD IN THE AMOUNT OF $2,000,000 FOR THE LEAD SERVICE LINE REPLACEMENT PROGRAM; AUTHORIZING APPLICATION AND RELATED ACTIONS; AND ESTABLISHING AN EFFECTIVE DATE.

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

WHEREAS, the mission of the Texas Water Development Board includes providing leadership, technical services, and financial assistance to support planning, design, and construction for water reuse in Texas; and

WHEREAS, the Texas Water Development Board provides low-interest loans for public wastewater treatment facilities and collection systems and assists communities in meeting the requirements of the federal Clean Water Act; and

WHEREAS, the Texas Water Development Board is offering financial assistance for the removal and replacement of lead lines through its Lead Service Line Replacement Program, with principal forgiveness being functionally similar to a grant with the municipality's portion of the loan forgiven upon closing; and

WHEREAS, the City of Tyler has conducted a Lead Service Line Inventory as mandated by the Texas Commission on Environmental Quality (TCEQ) to identify the pipe material for the City's water service line; and

WHEREAS, the Lead Service Line Replacement Program will assist the City of Tyler in removing and replacing all lead lines in the water service system; and

WHEREAS, the City of Tyler has been selected by the Texas Water Development Board to submit a formal application for funding assistance; and

WHEREAS, the City Tyler, Texas deems it necessary to apply to the Texas Water Development Board for financial assistance in an amount not to exceed $2,000,000 for the Lead Service Line Replacement Program; and

WHEREAS, in accordance with the rules and regulations for making such application to the Texas Water Development Board, the City Council is required to adopt a resolution to accompany such application; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Resolution was considered was open to the public, and public notice of the time, place, and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

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

PART 1: That an application is hereby approved and authorized to be filed with the Texas Water Development Board seeking financial assistance in an amount not to exceed $2,000,000 to help with the costs of the Lead Service Line Replacement Program.

PART 2: That the City Manager or designee is hereby authorized to execute and submit to the Texas Water Development Board an application and other documentation as may be required for such financial assistance, and the City Manager or designee, together with the City's Bond Counsel, Financial Advisors, and Consulting Engineers named in such application and project and such may represent the City of Tyler before any hearing held by the Texas Water Development Board on such application.

PART 3: That the City Manager or designee is further specifically authorized to make the required assurances to the Texas Water Development Board in accordance with the rules, regulations, and policies of the Texas Water Development Board.

PART 4: That a certified copy of this Resolution shall be attached to the application for financial assistance herein authorized to be prepared and submitted to the Texas Water Development Board.

PART 5: That it is hereby officially found and determined that the meeting at which this Resolution was considered was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

PART 6: That the City Manager or designee is hereby authorized and directed to execute any documents and take all actions necessary in order to accept and use the grant to fulfill the public purposes described above.

PART 7: That the City Manager or designee is hereby authorized and directed to provide such additional information as may be required by the Texas Water Development Board.

PART 8: That this Resolution shall take effect immediately upon its adoption by the City Council.

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

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

ATTEST:

CASSANDRA BRAGER
CITY CLERK

APPROVED:

DEBORAH G. PULLUM
CITY ATTORNEY

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-9

Date: August 14, 2024

Subject: Request that the City Council consider authorizing the City Manager to approve the re-plats of Lots 18 and 19, East Side No. 1, located on Lake Tyler.

Item Reference:

City Ordinance Section 19-207 requires that the City Council approve all subdivision and re-plats of City-owned property on Lake Tyler.

The lessees of Lot 18 and Lo 19, East Side No. 1, wish to adjust the lot line between the two lots to conform with existing water and sewer lines that were laid across the property line. A copy of the re-plat has been attached for Council review. This re-plat is located in Zone 4 of the extraterritorial jurisdiction of the City of Tyler. The re-plat fee has been paid. Tyler Water Utilities staff has reviewed the re-plat and recommends City Council approval.

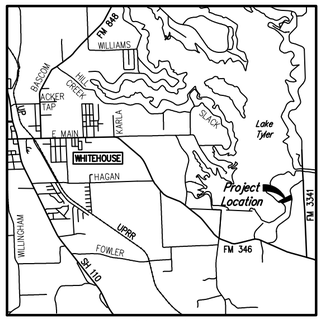
RECOMMENDATION:

Request that the City Council consider authorizing the City Manager to approve the re-plats of Lots 18 and 19, East Side No. 1, located on Lake Tyler.

Attachments:
241896 RE-SUB PLAT

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

Edited/Submitted By:
City Manager



Vicinity Map
Not to Scale

Note: Selling a portion of this addition by metes and bounds is a violation of city ordinance and state law and is subject to fines and withholding of utilities and building permits.

Note: Bearings are based on the Texas State Plane Coordinate System, North Central Zone, NAD 83.

CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD DISTANCE	ARC LENGTH
C1	859.38'	05°22'06"	S 18°55'54" E	80.49'	80.52'
C2	859.38'	13°19'33"	S 09°35'04" E	199.42'	199.87'

LINE	BEARING	DISTANCE
L1	N 28°11'38" W	25.00'
L2	S 28°11'38" E	25.00'

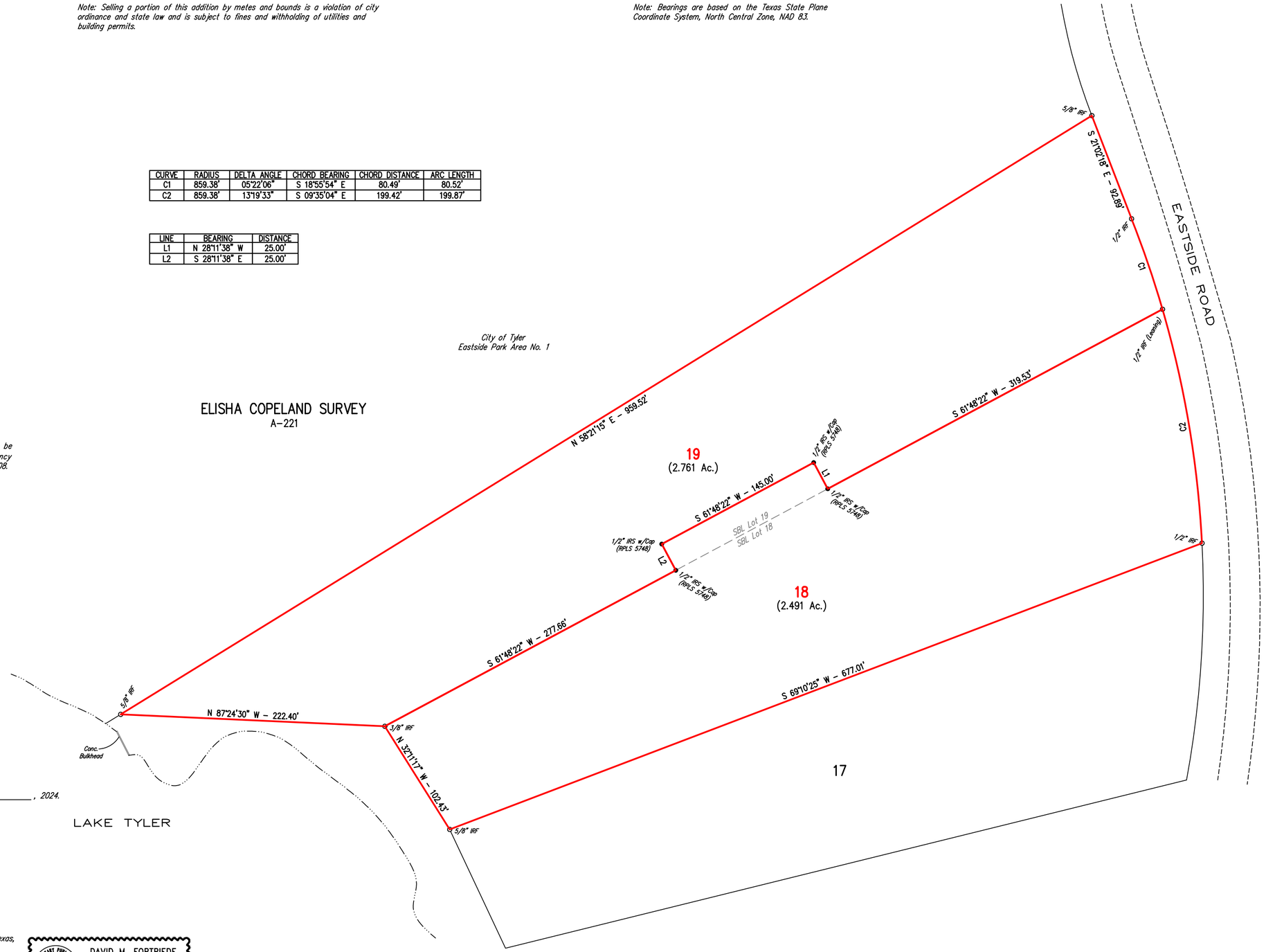
Note: All Set Corners are marked with a 1/2" Iron Rod with an orange plastic cap stamped "RPLS 5748", except as shown.

Note: The subject property appears to lie within "Zone X" (areas determined to be outside the 0.2% annual chance floodplain) according to Federal Emergency Management Agency Flood Map No. 48423C0510C, Effective Date: September 26, 2008.

Note: The subject property has been determined to be in Zone 2 of the City of Tyler ETJ per Interlocal Agreement accepted under Texas Local Government Code Section 242.001. Approval by the City of Tyler is all that is required for this plat. Approval of this plat showing dedicated public roads, rights-of-ways and easements (including drainage easements) does not guarantee or imply county acceptance of such public improvements for county maintenance. Only the Smith County Commissioners Court by formal vote can accept county roads, rights-of-ways and easements for county maintenance.

City of Tyler
Eastside Park Area No. 1

ELISHA COPELAND SURVEY
A-221



APPROVED BY TYLER CITY COUNCIL ON THIS THE _____ DAY OF _____, 2024.

_____
BY: EDWARD BROUSSARD, CITY MANAGER

ATTEST: _____

SUBSCRIBED AND SWORN BEFORE ME, a Notary Public in and for the State of Texas, this the _____ day of _____, 2024.

_____
Notary Public, State of Texas

DAVID M. FORTRIEDE
Notary Public
STATE OF TEXAS
My Comm. Exp. 2/21/2027

I, Waylon R. Adams, Registered Professional Land Surveyor No. 5748, do hereby certify that this Plat does accurately represent an actual on the ground survey made under my direction and supervision on January 1, 2024.

GIVEN UNDER MY HAND AND SEAL, this the _____ day of _____, 2024.

_____
Waylon R. Adams
Registered Professional Land Surveyor
State of Texas No. 5748

STATE OF TEXAS
REGISTERED
WAYLON R. ADAMS
5748
PROFESSIONAL
LAND SURVEYOR

SUBSCRIBED AND SWORN BEFORE ME, a Notary Public in and for the State of Texas, this the _____ day of _____, 2024.

_____
Notary Public, State of Texas

DAVID M. FORTRIEDE
Notary Public
STATE OF TEXAS
My Comm. Exp. 2/21/2027

OWNER'S STATEMENT

I, Alexandra Lacy, Independent Executor for the Estate of Merlin Norris, am OWNER of the tract(s) of land shown hereon and do hereby accept this plat as the plan for the subdividing of said tract(s), and do hereby dedicate to the public forever the streets, alleys and easements as shown.

_____

Recorded in Cabinet _____, Slide _____ of the Plat Records of Smith County, Texas, this the _____ day of _____, 2024.

RESUBDIVISION PLAT
LOTS 18 & 19 OF
EAST SIDE SUBDIVISION No. 1
CABINET A, SLIDE 89-D
ELISHA COPELAND SURVEY, ABSTRACT No. 221
SMITH COUNTY, TEXAS

0 60 120 180

DRAWN BY:	W.R.A.
JOB No.:	241896
DATE:	5/30/2024
FB/PG:	135/58

REVISIONS

EAST TO WEST SURVEYING, INC.
215 WINCHESTER DRIVE, SUITE 100
TYLER, TEXAS 75701
PH: (903) 405-3464, FAX: (903) 405-3474
TBPELS FIRM REGISTRATION No. 10194274

East to West SURVEYING, Inc.

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-10

Date: August 14, 2024

Subject: Request that the City Council consider authorizing the ratification of the submission of the application and acceptance of the grant from the FAA totaling $1,561,237.00 to fund Grant 55 for the Airfield Lighting Vault Replacement at Tyler Pounds Regional Airport.

Item Reference:

The Bipartisan Infrastructure Law was enacted in November 2021. This law provided funding to Tyler Pounds Regional Airport. This funding can be invested in runways, taxiways, safety, sustainability, and terminal projects.

The airfield lighting vault, existing generator, and constant current regulators have reached the end of their useful life. The building is over 50 years old and does not adequately protect the lighting regulators. This project will replace the existing structure and include new equipment and a new generator. These changes will provide immediate airfield safety benefits.

The FAA will reimburse 90 percent of the cost of the described project, requiring 10 percent local match funding.

Grant Budget:
FAA Funding (90%) 1,561,237.00
Half Cent Sales Tax (10%) 173,471.00
TOTAL PROGRAM FUNDING $1,734,708.00

On July 15, 2024, the Airport Advisory Board unanimously recommended the approval of this action.

The Half Cent Sales Tax Board will consider the funding of the 10% match on August 12, 2024.

RECOMMENDATION:

Request that the City Council consider authorizing the ratification of the submission of the application and acceptance of the grant from the FAA totaling $1,561,237.00 to fund Grant 55 for the Airfield Lighting Vault Replacement at Tyler Pounds Regional Airport.

Attachments:
Grant 55 Application signed ST
BIL 2024 Announcement 8.pdf

Drafted/Recommended By:
Department Leader Annette Smith

Edited/Submitted By:
City Manager

OMB Number: 4040-0004
Expiration Date: 11/30/2025

Application for Federal Assistance SF-424

*1. Type of Submission:
- ☐ Preapplication
- ☒ Application
- ☐ Changed/Corrected Application

*2. Type of Application
- ☒ New
- ☐ Continuation
- ☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify)

*3. Date Received:

4. Applicant Identifier: KTYR

5a. Federal Entity Identifier:

*5b. Federal Award Identifier:

State Use Only:

6. Date Received by **State**:

7. **State** Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: City of Tyler, Texas

*b. Employer/Taxpayer Identification Number (EIN/TIN): 75-60000697

*c. UEI: WN75RAJDXT23

d. Address:

*Street 1: 700 Skyway Blvd.
Street 2:
*City: Tyler
County/Parish: Smith
*State: TX
*Province:
*Country: USA
*Zip / Postal Code 75704-6645

e. Organizational Unit:

Department Name: Airport

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr. *First Name: Stephen
Middle Name: M.
*Last Name: Thompson
Suffix:

Title: Airport Director

Organizational Affiliation:

*Telephone Number: 903.531.9825 Fax Number: (903) 531-9843

*Email: smthompson@tylertexas.com

Application for Federal Assistance SF-424

***9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

***10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

***12. Funding Opportunity Number:**

*Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

***15. Descriptive Title of Applicant's Project:**

Airfield Lighting Vault Replacement and Airfield Sign Modifications

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

*a. Applicant: TX-001 *b. Program/Project: TX-001

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 08/01/2024 *b. End Date: 05/31/2025

18. Estimated Funding ($):

*a. Federal	$ 1,561,237
*b. Applicant	$ 173,471
*c. State	$ 0
*d. Local	$ 0
*e. Other	$ 0
*f. Program Income	$ 0
*g. TOTAL	$ 1,734,708

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _____.

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

***20. Is the Applicant Delinquent On Any Federal Debt?**

☐ Yes ☒ No

If "Yes", explain:

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. *First Name: Stephen

Middle Name:

*Last Name: Thompson

Suffix:

*Title: Airport Director

*Telephone Number: 903.531.9825 Fax Number:

* Email: smthompson@tylertexas.com

*Signature of Authorized Representative: Steph Thompson *Date Signed: 6/18/24

U.S. Department of Transportation
Federal Aviation Administration

OMB CONTROL NUMBER: 2120-0569
EXPIRATION DATE: 12/31/2026

Application for Federal Assistance (Development and Equipment Projects)

PART II -- PROJECT APPROVAL INFORMATION

Part II - SECTION A

The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

Item 1.
Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)? ☒ Yes ☐ No

Item 2.
Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later? ☒ Yes ☐ No ☐ N/A

Item 3.
Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events. ☐ Yes ☒ No ☐ N/A

Item 4.
Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s). ☐ Yes ☒ No ☐ N/A

Item 5.
Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes. ☐ Yes ☒ No ☐ N/A

☐ The project is included in an *approved* PFC application.
If included in an approved PFC application,
does the application *only* address AIP matching share? ☐ Yes ☐ No

☐ The project is included in another Federal Assistance program. Its CFDA number is below.

Item 6.
Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals? ☐ Yes ☒ No ☐ N/A

If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:

☐ De Minimis rate of 10% as permitted by 2 CFR § 200.414.

☐ Negotiated Rate equal to % as approved by (the Cognizant Agency) on (Date) (2 CFR part 200, appendix VII).

Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.

OMB CONTROL NUMBER: 2120-0569
OMB EXPIRATION DATE: 12/31/2026

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The City of Tyler has taken steps to acquire Fee Simple title or easement in the runway protections zones. The remaining land around the Airport is agricultural.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

Yes

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

Yes

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Yes

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

Yes

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

Yes

OMB CONTROL NUMBER: 2120-0569
OMB EXPIRATION DATE: 12/31/2026

PART II – SECTION C (Continued)

9. **Exclusive Rights** – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None

10. **Land** – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

Property map is submitted herewith. All project items will be constructed on property currently owned by the Sponsor.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

---

[1] State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

OMB CONTROL NUMBER: 2120-0569
OMB EXPIRATION DATE: 12/31/2026

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL

1. Assistance Listing Number:
2. Functional or Other Breakout:

SECTION B – CALCULATION OF FEDERAL GRANT

Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense IFE-$3,500/Advertising-$2,420.53/Title VI-$12,650.00)			$ 18,571
2. Preliminary expense Geotechnical Investigation-$4,069/ Design Survey-$6,040			10,109
3. ~~Land, structures, right-of-way~~ Obst. Evaluation/Airspace Analysis			1,740
4. Architectural engineering basic fees See breakdown below			178,645
5. Other Architectural engineering fees Construction Materials Testing			13,431
6. Project inspection fees			59,800
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			1,445,623
12. Equipment			
13. Miscellaneous CATEX			6,790
14. **Subtotal** (Lines 1 through 13)			$ 1,734,708
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			1,734,708
17. **Less**: Ineligible Exclusions (Section C, line 23 g.)			
18. **Subtotal** (Lines 16 through 17)			$ 1,734,708
19. Federal Share requested of Line 18			1,561,237
20. Grantee share			173,471
21. Other shares			
22. **TOTAL PROJECT** (Lines 19, 20 & 21)			$ 1,734,708

Preliminary Design	$71,580
Final Design	39,625
Bidding	9,000
Construction Administration	49,720
Closeout	8,720
TOTAL	$178,645

OMB CONTROL NUMBER: 2120-0569
OMB EXPIRATION DATE: 12/31/2026

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	**Amount Ineligible for Participation**
a.	
b.	
c.	
d.	
e.	
f.	
g. **Total**	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	**Amount**
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	173,471
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain)	
h. **TOTAL** - Grantee share	$ 173,471
25. Other Shares	**Amount**
a. State	
b. Other	
c. **TOTAL** - Other Shares	
26. TOTAL NON-FEDERAL FINANCING	$ 173,471

SECTION E – REMARKS (Attach sheets if additional space is required)

OMB CONTROL NUMBER: 2120-0569
OMB EXPIRATION DATE: 12/31/2026

PART IV – PROGRAM NARRATIVE

(Suggested Format)

PROJECT: Airfield Lighting Vault Replacement

AIRPORT: Tyler Pounds Regional Airport

1. Objective:

The existing airfield lighting vault building does not provide adequate protection for the lighting regulators. The existing generator and constant current regulators have reached the end of their useful lives. The objective of this project is to replace the vault building, regulators, and generators with new equipment. The project also includes modifications to airfield guidance signs to comply with FAA standards. These changes will provide immediate airfield safety benefits.

2. Benefits Anticipated:

Reliable airfield lighting system, including runway and taxiway edge and centerline lights and guidance signs.

The airfield sign modifications will reduce pilot confusion, thereby increasing airfield safety.

3. Approach: (See approved Scope of Work in Final Application)

The improvements described above have been designed by KSA Engineers. Bids will be opened on June 25, 2024. Construction is expected start in August of 2024 and last 300 calendar days.

KSA developed a Construction Safety and Phasing plan for airfield signage work that includes runway and taxiway closures with barricade layouts and safety instructions per FAA Advisory Circular 150/5370-2G Operational Safety on Airports During Construction.

The electrical vault is located outside the AOA and does not require runway, taxiway, or apron closures for replacement.

Construction will be monitored by KSA's resident project representative. Weekly construction meetings including the Airport Manager, Airport Operations Manager, Contractor, Engineer, and RPR will be held to advise all parties of progress and potential issues.

4. Geographic Location:

The proposed project is located at the Tyler Pounds Regional Airport in Tyler, Texas.

5. If Applicable, Provide Additional Information:

6. Sponsor's Representative: (include address & telephone number)

Stephen M. Thompson, Airport Director
Tyler Pounds Regional Airport
700 Skyway Blvd., Suite 201, Tyler, TX 75704

smthompson@tylertexas.com
903.531.9825

U.S. Department of Transportation
Federal Aviation Administration

OMB CONTROL NUMBER: 2120-0569
EXPIRATION DATE: 12/31/2026

Drug-Free Workplace
Airport Improvement Program Sponsor Certification

Sponsor: City of Tyler, Texas

Airport: Tyler Pounds Regional

Project Number: 3-48-0215-055-2024

Description of Work: Airfield Lighting Vault Replacement

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been ~~or will be~~ published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

   ☒ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been ~~or will be~~ established prior to commencement of project to inform employees about:

   a. The dangers of drug abuse in the workplace;

   b. The sponsor's policy of maintaining a drug-free workplace;

   c. Any available drug counseling, rehabilitation, and employee assistance programs; and

   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

   ☒ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been ~~or will be~~ given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

   ☒ Yes ☐ No ☐ N/A

4. Employees have been ~~or will be~~ notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

   a. Abide by the terms of the statement; and

   b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

   ☒ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

   ☒ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

   a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and

   b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

   ☒ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

   ☒ Yes ☐ No ☐ N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1
Name of Location: Tyler Pounds Regional Airport
Address: 700 Skyway Blvd., Tyler, TX 75704

Location 2 (if applicable)
Name of Location:
Address:

Location 3 (if applicable)
Name of Location:
Address:

Attach documentation clarifying any above item marked with a "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 12 day of June , 2024 .

Name of Sponsor: City of Tyler, Texas

Name of Sponsor's Authorized Official: Stephen Thompson

Title of Sponsor's Authorized Official: Airport Director

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

U.S. Department of Transportation
Federal Aviation Administration

OMB CONTROL NUMBER: 2120-0569
EXPIRATION DATE: 12/31/2026

Equipment and Construction Contracts
Airport Improvement Sponsor Certification

Sponsor:

Airport:

Project Number:

Description of Work: Airfield Lighting Vault Replacement

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a "covered contract" under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor's officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

   ☒ Yes ☐ No ☐ N/A

2. For all contracts, qualified and competent personnel ~~are or~~ will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).

   ☒ Yes ☐ No ☐ N/A

3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.

   ☒ Yes ☐ No ☐ N/A

4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:

   a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));

   b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and

   c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).

   ☒ Yes ☐ No ☐ N/A

5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:

   a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;

   b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;

   c. Publicly opened at a time and place prescribed in the invitation for bids; and

   d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.

   ☒ Yes ☐ No ☐ N/A

6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:

   a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;

   b. Plan for publicizing and soliciting an adequate number of qualified sources; and

   c. Listing of evaluation factors along with relative importance of the factors.

   ☐ Yes ☐ No ☒ N/A

7. For construction and equipment installation projects, the bid solicitation includes ~~or will include~~ the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).

   ☒ Yes ☐ No ☐ N/A

8. Concurrence ~~was or~~ will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):
    a. Only one qualified person/firm submits a responsive bid;
    b. Award is to be made to other than the lowest responsible bidder; and
    c. Life cycle costing is a factor in selecting the lowest responsive bidder.

    ☒ Yes ☐ No ☐ N/A

9. All construction and equipment installation contracts contain or will contain provisions for:
    a. Access to Records (§ 200.336)
    b. Buy American Preferences (Title 49 U.S.C. § 50101)
    c. Civil Rights - General Provisions and Title VI Assurances(41 CFR part 60)
    d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
    e. Occupational Safety and Health Act requirements (20 CFR part 1920)
    f. Seismic Safety – building construction (49 CFR part 41)
    g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
    h. U.S. Trade Restriction (49 CFR part 30)
    i. Veterans Preference (49 USC § 47112(c))

    ☒ Yes ☐ No ☐ N/A

10. All construction and equipment installation contracts exceeding $2,000 contain or will contain the provisions established by:
    a. Davis-Bacon and Related Acts (29 CFR part 5)
    b. Copeland "Anti-Kickback" Act (29 CFR parts 3 and 5)

    ☒ Yes ☐ No ☐ N/A

11. All construction and equipment installation contracts exceeding $3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).

    ☒ Yes ☐ No ☐ N/A

12. All contracts exceeding $10,000 contain or will contain the following provisions as applicable:
    a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
    b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
    c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
    d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).

    ☒ Yes ☐ No ☐ N/A

13. All contracts and subcontracts exceeding $25,000: Measures ~~are in place or~~ will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

    ☒ Yes ☐ No ☐ N/A

14. Contracts exceeding the simplified acquisition threshold (currently $250,000) ~~include or~~ will include provisions, as applicable, that address the following:

    a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);

    b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);

    c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);

    d. Conditions specifying administrative, contractual and legal remedies for instances where contractor of vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and

    e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

    ☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 18 day of June , 2024 .

Name of Sponsor: City of Tyler, Texas

Name of Sponsor's Authorized Official: Stephen Thompson

Title of Sponsor's Authorized Official: Airport Director

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

U.S. Department of Transportation
Federal Aviation Administration

OMB CONTROL NUMBER: 2120-0569
EXPIRATION DATE: 12/31/2026

Project Plans and Specifications
Airport Improvement Program Sponsor Certification

Sponsor: City of Tyler, Texas

Airport:

Project Number:

Description of Work:

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were ~~or will be~~ prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).

   ☒ Yes ☐ No ☐ N/A

2. Specifications incorporate ~~or will incorporate~~ a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).

   ☒ Yes ☐ No ☐ N/A

3. The development that is included ~~or will be included~~ in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).

   ☒ Yes ☐ No ☐ N/A

4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).

   ☐ Yes ☐ No ☒ N/A

5. The specification does not use ~~or will not use~~ "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).

   ☒ Yes ☐ No ☐ N/A

6. The specification does not impose ~~or will not impose~~ geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).

   ☒ Yes ☐ No ☐ N/A

7. The use of prequalified lists of individuals, firms or products include ~~or will include~~ sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).

   ☒ Yes ☐ No ☐ N/A

8. Solicitations with bid alternates include ~~or will include~~ explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).

   ☒ Yes ☐ No ☐ N/A

9. Concurrence ~~was or~~ will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).

   ☒ Yes ☐ No ☐ N/A

10. The plans and specifications incorporate ~~or will incorporate~~ applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).

    ☒ Yes ☐ No ☐ N/A

11. The design of all buildings comply ~~or will comply~~ with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)

    ☒ Yes ☐ No ☐ N/A

12. The project specification include ~~or will include~~ process control and acceptance tests required for the project by as per the applicable standard:

    a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.

       ☒ Yes ☐ No ☐ N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

☐ Yes ☐ No ☒ N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

☐ Yes ☐ No ☒ N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has ~~or will prepare~~ a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

☒ Yes ☐ No ☐ N/A

14. The project ~~was or~~ will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 18 day of June , 2024 .

Name of Sponsor: City of Tyler, Texas

Name of Sponsor's Authorized Official: Stephen Thompson

Title of Sponsor's Authorized Official: Airport Director

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

U.S. Department of Transportation
Federal Aviation Administration

OMB CONTROL NUMBER: 2120-0569
EXPIRATION DATE: 12/31/2026

Selection of Consultants
Airport Improvement Program Sponsor Certification

Sponsor:

Airport:

Project Number:

Description of Work:

Application
49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements
Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "**will**" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).

   ☒ Yes ☐ No ☐ N/A

2. Sponsor procurement actions ensure ~~or will ensure~~ full and open competition that does not unduly limit competition (2 CFR § 200.319).

   ☒ Yes ☐ No ☐ N/A

3. Sponsor has excluded ~~or will exclude~~ any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).

   ☒ Yes ☐ No ☐ N/A

4. The advertisement describes ~~or will describe~~ specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).

   ☒ Yes ☐ No ☐ N/A

5. Sponsor has publicized ~~or will publicize~~ a RFQ that:

   a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and

   b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).

   ☒ Yes ☐ No ☐ N/A

6. Sponsor has based ~~or will base~~ selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).

   ☒ Yes ☐ No ☐ N/A

7. Sponsor has verified ~~or will verify~~ that agreements exceeding $25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).

   ☒ Yes ☐ No ☐ N/A

8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:

   a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and

   b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).

   ☐ Yes ☐ No ☒ N/A

9. Sponsor has negotiated ~~or will negotiate~~ a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).

   ☒ Yes ☐ No ☐ N/A

10. The Sponsor's contract identifies ~~or will identify~~ costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).

    ☒ Yes ☐ No ☐ N/A

11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).

    ☐ Yes ☐ No ☒ N/A

12. Sponsor has incorporated ~~or will incorporate~~ mandatory contact provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)

    ☒ Yes ☐ No ☐ N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:
    a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
    b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
    c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

    ☐ Yes ☐ No ☒ N/A

14. Sponsor is not using ~~or will not use~~ the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

    ☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 18 day of June, 2024.

Name of Sponsor: City of Tyler, Texas

Name of Sponsor's Authorized Official: Stephen Thompson

Title of Sponsor's Authorized Official: Airport Director

Signature of Sponsor's Authorized Official: Steph Thompson

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

U.S. Department of Transportation
Federal Aviation Administration

OMB CONTROL NUMBER: 2120-0569
EXPIRATION DATE: 12/31/2026

Certification and Disclosure Regarding Potential Conflicts of Interest
Airport Improvement Program Sponsor Certification

Sponsor:

Airport:

Project Number:

Description of Work:

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

a) The employee, officer or agent,

b) Any member of his immediate family,

c) His or her partner, or

d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

   ☒ Yes ☐ No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

   ☒ Yes ☐ No

3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

   ☒ Yes ☐ No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this 18 day of June , 2024

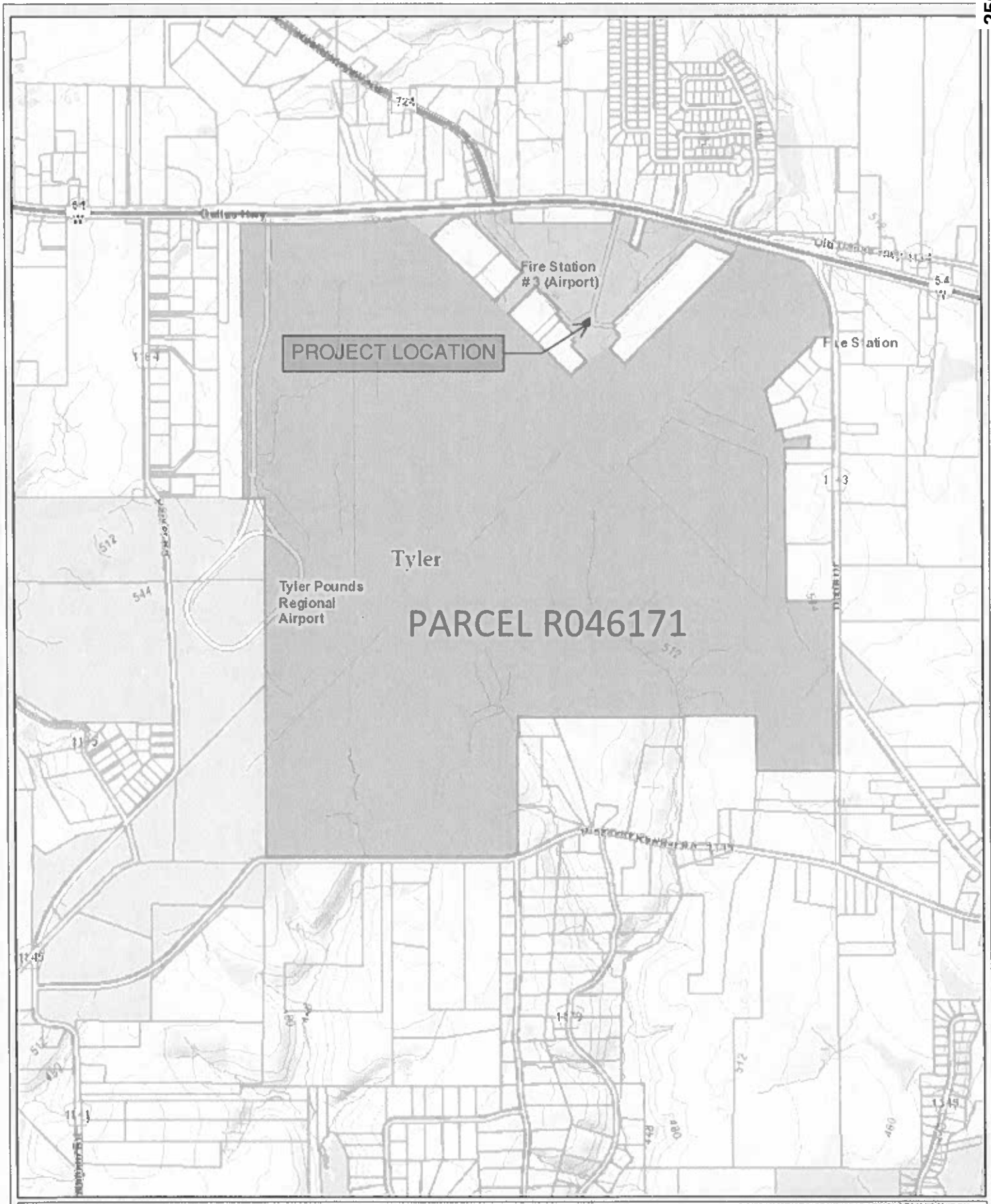
Name of Sponsor: City of Tyler, Texas

Name of Sponsor's Authorized Official: Stephen Thompson

Title of Sponsor's Authorized Official: Airport Director

Signature of Sponsor's Authorized Official: Stephen Thompson

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



6/14/2024, 3:53:38 PM

Tax Parcels

Smith CAD Web Map

THIS MAP WAS PREPARED BY THE SMITH COUNTY APPRAISAL DISTRICT FOR IT'S USE ONLY AND MAY BE REVISED WITHOUT NOTIFICATION OF ANY KIND. NO WARRANTY OR REPRESENTATION IS MADE BY THE SMITH COUNTY APPRAISAL DISTRICT AS TO THE ABSOLUTE CORRECTNESS OR SUFFICIENCY OF ANY REPRESENTATION CONTAINED IN THIS MAP AND THE SMITH COUNTY APPRAISAL DISTRICT ASSUMES NO RESPONSIBILITY IN CONNECTION THEREWITH. THIS PRODUCT IS FOR INFORMATIONAL PURPOSES AND MAY NOT HAVE BEEN PREPARED FOR OR IS SUITABLE FOR LEGAL, ENGINEERING, OR SURVEYING PURPOSES. IT DOES NOT REPRESENT AN ON THE GROUND SURVEY AND REPRESENTS ONLY THE APPROXIMATE RELATIVE LOCATION OF PROPERTY BOUNDARIES.

0 0.125 0.25 0.5

ArcGIS

Property Detail

Account Number: **100000068700020000**
Tax Year: **2024** Change Year: **2024**

Tax History | Print This Page

Ownership Information

YEAR	2024
PIN NUMBER	R046171
ACCOUNT NUMBER	1-00000-0687-00-020000
OWNER	TYLER CITY OF
IN CARE OF	ATTN: CITY CLERK
ADDRESS	PO BOX 2039
CITY	TYLER
STATE	TX
ZIP	75710-2039

Preliminary Values

IMPROVEMENT VALUE	(+)	$23,004,244
LAND VALUE	(+)	$2,302,388
MARKET VALUE	(=)	**$25,306,632**

Jurisdictions

COUNTY	SMITH COUNTY
CITY	CITY OF TYLER
ISD	TYLER ISD
COLLEGE	TYLER JR. COLLEGE

Estimated Tax Information*

COUNTY	$0.00
CITY	$0.00
ISD	$0.00
COLLEGE	$0.00
TOTAL TAX	**$0.00**

* For Actual Tax Levy contact Gary Barber Tax Assessor/Collector at (903) 590-2920.
Tax amounts shown are only Estimates prepared by Smith County Appraisal District.

Legal Information

LOCATION	150 AIRPORT DR
MAP NUMBER	11658
MAP GRID	F-17.2B
ABSTRACT	ABST A0687 R MERCHANT
SUBDIVISION	
SECTION	
BLOCK/LOT/TRACT	TRACT 20
ACRES	311.958

Deed Information

RECORDING DATE	1/1/1900
INSTRUMENT	
VOLUME NUMBER	
PAGE NUMBER	

Exemptions

HOMESTEAD APPLICATION
DOWNLOAD HOMESTEAD APPLICATION (PDF)

TOTAL EXEMPTION ☑

* For privacy reasons not all exemptions are shown online.

Dwelling Information

#	DESCRIPTION	YEAR	CONDITION	SQFT	CONSTRUCTION	BATHS	FIREPLACE	MH LABEL	MH SERIAL NUM	HVAC
1	(PRI)	0			METAL	0				

Fiscal Year 2024 Bipartisan Infrastructure Law Airport Infrastructure Grants (AIG) Round Eight

State	City	Airport	LOCID	Project Description	Sum of Total Funded
AK	Anchorage	Ted Stevens Anchorage International	ANC	Construct Airport Drainage/Erosion Control	$1,404,160
AK	Kodiak	Kodiak	ADQ	Expand Apron, Improve Airport Drainage/Erosion Control, Reconstruct Apron	$3,730,728
AK	Wasilla	Wasilla	IYS	Reconstruct Perimeter Fencing	$117,469
AL	Courtland	Courtland	9A4	Rehabilitate Taxiway	$217,662
AL	Cullman	Cullman Regional/Folsom Field	CMD	Construct Taxiway	$151,292
AL	Eufaula	Weedon Field	EUF	Construct Taxiway	$385,000
AL	Fort Payne	Isbell Field	4A9	Reseal/Resurface Runway Pavement	$294,000
AL	Lanett	Lanett Regional	7A3	Construct Taxilane	$336,000
AL	Prattville	Prattville/Grouby Field	1A9	Reconstruct Taxiway	$203,540
AL	Roanoke	Roanoke Municipal Enloe	7A5	Reconstruct Runway	$336,000
AL	Scottsboro	Scottsboro Municipal-Word Field	4A6	Update Airport Master Plan	$159,107
AL	Sylacauga	Merkel Field Sylacauga Municipal	SCD	Rehabilitate Taxiway	$448,000
AL	Troy	Troy Municipal at N Kenneth Campbell Field	TOI	Rehabilitate Taxiway	$880,258
AL	Union Springs	Franklin Field	07A	Construct/Expand Hangar	$336,000
AR	Batesville	Batesville Regional	BVX	Reconstruct Runway Visual Guidance System	$480,457
AR	Bentonville	Bentonville Municipal/Louise M Thaden Field	VBT	Extend/Expand Runway	$585,000
AR	Brinkley	Frank Federer Memorial	M36	Extend/Expand Taxilane	$169,517
AR	Conway	Conway Regional	CXW	Extend/Expand Runway	$180,000
AR	Crossett	Z M Jack Stell Field	CRT	Construct Taxiway	$223,506
AR	El Dorado	South Arkansas Regional at Goodwin Field	ELD	Update Airport Master Plan	$250,230
AR	Fayetteville/Springdale/Rogers	Northwest Arkansas Ntl	XNA	Expand Terminal	$4,442,851
AR	Lake Village	Lake Village Municipal	M32	Update Airport Master Plan	$178,099
AR	Little Rock	Bill and Hillary Clinton Ntl/Adams Field	LIT	Reconstruct Terminal	$7,736,847
AR	Magnolia	Ralph C Weiser Field	AGO	Reconstruct Taxiway Lighting	$279,408
AR	Malvern	Malvern Municipal	M78	Reconstruct Runway Lighting	$272,430
AR	Manila	Manila Municipal	MXA	Reconstruct Taxiway Lighting, Rehabilitate Runway Lighting	$299,444
AR	McGehee	McGehee Municipal	7M1	Reseal Apron Pavement, Reseal/Resurface Runway Pavement	$228,903
AR	Morrilton	Morrilton Municipal	BDQ	Construct Airport Lighting Vault, Install Taxiway Lighting, Reconstruct Runway Lighting, Reconstruct Taxiway Lighting	$318,277
AR	Mount Ida	Bearce	7M3	Rehabilitate Runway, Reseal Taxiway Pavement	$336,000
AR	Osceola	Osceola Municipal	7M4	Construct Terminal Access Road	$68,400
AR	Russellville	Russellville Regional	RUE	Reconstruct Apron	$660,033
AR	Springdale	Springdale Municipal	ASG	Reseal/Resurface Runway Pavement	$339,214
AZ	Page	Page Municipal	PGA	Install Runway Signage/Markings, Install Runway Visual Guidance System, Shift Runway	$395,587
AZ	Phoenix	Phoenix Deer Valley	DVT	Shift Taxiway	$990,900
AZ	Tucson	Ryan Field	RYN	Improve Federal Contract Tower	$705,075

State	City	Airport	LOCID	Project Description	Sum of Total Funded
CA	Mammoth Lakes	Mammoth Yosemite	MMH	Reconstruct Parking Lot	$1,762,875
CA	Monterey	Monterey Regional	MRY	Construct Terminal	$2,583,765
CA	San Jose	Norman Y Mineta San Jose International	SJC	Construct Taxiway	$17,823,809
CA	San Jose	Norman Y Mineta San Jose International	SJC	Construct Terminal	$330,114
CA	Santa Barbara	Santa Barbara Municipal	SBA	Rehabilitate Taxiway	$8,292,117
CO	Greeley	Greeley-Weld County	GXY	Rehabilitate Apron	$881,000
CO	Pueblo	Pueblo Memorial	PUB	Construct/Expand Hangar, Rehabilitate Taxilane	$239,529
CO	Walsenburg	Spanish Peaks Airfield	4V1	Install Runway Visual Guidance System, Install Wind Cone/Segmented Circle, Reconstruct Runway Lighting, Reseal/Resurface Runway Pavement	$448,000
CO	Wray	Wray Municipal	2V5	Construct Taxiway	$349,000
FL	Clewiston	Airglades	2IS	Reconstruct Airport Rotating Beacon	$33,619
FL	DeLand	DeLand Municipal-Sidney H Taylor Field	DED	Conduct/Update Miscellaneous Study	$142,351
FL	Fort Lauderdale	Fort Lauderdale/Hollywood International	FLL	Expand Terminal	$77,675,450
FL	Fort Myers	Southwest Florida International	RSW	Construct Taxiway, Expand Apron, Expand Terminal, Expand/Extend Terminal Access Road	$24,997,872
FL	Key West	Key West International	EYW	Expand Terminal	$4,134,751
FL	La Belle	La Belle Municipal	X14	Rehabilitate Access Road	$73,762
FL	Leesburg	Leesburg International	LEE	Airport Wildlife Hazard Assessment/Site Visit/Management Plan	$31,446
FL	Miami	Miami Exec	TMB	Construct Taxilane	$490,577
FL	Miami	Miami International	MIA	Construct/Expand Fuel Farm	$1,602,437
FL	Miami	Miami International	MIA	Reconstruct Terminal	$2,493,035
FL	Miami	Miami International	MIA	Reconstruct Terminal	$7,821,090
FL	Miami	Miami International	MIA	Reconstruct Terminal	$4,556,522
FL	Miami	Miami-Opa Locka Exec	OPF	Shift Taxiway	$354,423
FL	Orlando	Kissimmee Gateway	ISM	Reconstruct Federal Contract Tower	$413,697
FL	Ormond Beach	Ormond Beach Municipal	OMN	Reconstruct Apron, Reconstruct Taxilane	$150,000
FL	Quincy	Quincy Municipal	2J9	Rehabilitate Taxilane	$102,300
FL	Quincy	Quincy Municipal	2J9	Install Taxiway Lighting	$56,700
FL	Sebring	Sebring Regional	SEF	Construct Taxiway	$256,500
FL	Titusville	Space Coast Regional	TIX	Reconstruct Airfield Signage/Markings	$154,765
GA	Albany	Southwest Georgia Regional	ABY	Reconstruct Taxiway, Rehabilitate Apron, Rehabilitate Taxiway	$270,000
GA	Atlanta	Georgia State Block Grant Program	*GAB	Construct/Expand Hangar, Construct/Extend Safety Area, Reconstruct Runway Lighting, Reconstruct Taxiway Lighting	$626,430
GA	Atlanta	Hartsfield - Jackson Atlanta International	ATL	Reconstruct Terminal	$9,637,043
ID	Buhl	Buhl Municipal	U03	Rehabilitate Runway	$419,443
ID	Gooding	Gooding Municipal	GNG	Construct Taxilane, Reconstruct Taxilane	$140,625
ID	Paris	Bear Lake County	1U7	Construct Taxilane, Extend/Expand Taxiway	$336,000
ID	Priest River	Priest River Municipal	1S6	Construct Taxilane, Expand Apron	$336,000
ID	St Maries	Jack A Buell	S72	Construct Taxilane, Construct/Expand Hangar	$385,000
ID	Twin Falls	Joslin Field/Magic Valley Regional	TWF	Rehabilitate Apron	$891,194

State	City	Airport	LOCID	Project Description	Sum of Total Funded
IL	Springfield	Illinois State Block Grant Program	*ILB	Install Perimeter Fencing	$181,691
IL	Springfield	Illinois State Block Grant Program	*ILB	Acquire Runway Temporary Closure Lighting	$56,682
IL	Springfield	Illinois State Block Grant Program	*ILB	Reconstruct Snow Removal Equipment	$310,323
IN	Connersville	Mettel Field	CEV	Construct/Expand Hangar	$254,000
IN	Monticello	White County	MCX	Shift Taxiway	$399,000
IN	South Bend	South Bend International	SBN	Acquire Aircraft Rescue and Fire Fighting Safety Equipment, Reconstruct Airport Lighting Vault Equipment	$1,022,243
IN	Winchester	Randolph County	I22	Construct/Expand Hangar	$221,109
KY	Bowling Green	Bowling Green-Warren County Regional	BWG	Rehabilitate Apron	$344,613
KY	Covington	Cincinnati/Northern Kentucky International	CVG	Reconstruct Passenger Boarding Bridges	$13,643,861
KY	Glasgow	Glasgow Municipal	GLW	Construct/Expand Hangar	$448,000
KY	Mount Sterling	Mount Sterling/Montgomery County	IOB	Construct/Expand Hangar	$808,430
KY	Princeton	Princeton-Caldwell County	2M0	Construct/Expand Hangar	$336,000
KY	Somerset	Lake Cumberland Regional	SME	Reconstruct Apron	$448,000
KY	Sparta	Gallatin County	8GK	Construct/Expand Hangar	$113,000
LA	Galliano	South Lafourche Leonard Miller Jr	GAO	Construct/Expand Terminal Parking Lot	$881,000
LA	Gonzales	Louisiana Regional	REG	Expand Apron	$700,866
LA	Hammond	Hammond Northshore Regional	HDC	Rehabilitate Apron, Rehabilitate Taxiway	$890,775
LA	Lake Charles	Lake Charles Regional	LCH	Reconstruct Access Road	$640,000
LA	New Roads	False River Regional	HZR	Reseal Apron Pavement, Reseal Taxiway Pavement, Reseal/Resurface Runway Pavement	$354,877
LA	Ruston	Ruston Regional	RSN	Construct Taxilane	$300,000
MA	Boston	General Edward Lawrence Logan International	BOS	Rehabilitate Taxiway	$3,382,569
MA	Plymouth	Plymouth Municipal	PYM	Conduct Airport Related Environmental Assessment/Plan/Study	$75,000
ME	Machias	Machias Valley	MVM	Construct Taxilane	$336,000
ME	Waterville	Waterville Regional	WVL	Reseal/Resurface Runway Pavement	$204,898
MI	Escanaba	Delta County	ESC	Install Runway Visual Guidance System, Install Wildlife Perimeter Fencing	$99,750
MI	Flint	Bishop International	FNT	Construct Service Road, Construct Taxilane, Improve Terminal, Reconstruct Terminal	$1,996,553
MI	Lansing	Capital Region International	LAN	Rehabilitate Taxilane	$915,637
MI	Lansing	Michigan State Block Grant Program	*MIB	Construct Taxilane	$1,249,518
MI	Lansing	Michigan State Block Grant Program	*MIB	Extend/Expand Runway	$448,000
MI	Lansing	Michigan State Block Grant Program	*MIB	Update Airport Master Plan	$299,507
MI	Lansing	Michigan State Block Grant Program	*MIB	Rehabilitate Runway Lighting	$129,410
MN	Aitkin	Aitkin Municipal/Steve Kurtz Field	AIT	Reconstruct Runway Visual Guidance System	$372,883
MN	Hawley	Hawley Municipal	04Y	Acquire Land for Development, Construct/Expand Hangar	$247,161
MN	Hibbing	Range Regional	HIB	Construct/Expand Hangar, Rehabilitate Apron, Rehabilitate Taxilane	$726,308
MN	Minneapolis	Minneapolis-St Paul International/Wold-Chamberlain	MSP	Improve Service Road, Reconstruct Apron, Reconstruct Taxiway	$8,520,034
MN	Park Rapids	Park Rapids Municipal/Konshok Field	PKD	Reconstruct Snow Removal Equipment	$399,000

State	City	Airport	LOCID	Project Description	Sum of Total Funded
MN	Walker	Walker Municipal	Y49	Reconstruct Snow Removal Equipment	$448,000
MO	Jefferson City	Missouri State Block Grant Program	*MOB	Construct/Expand Fuel Farm, Construct/Expand Hangar, Rehabilitate Runway, Rehabilitate Runway Lighting, Rehabilitate Taxiway	$2,588,124
MS	Aberdeen/Amory	Monroe County	M40	Install Perimeter Fencing	$51,875
MS	Batesville	Panola County	PMU	Reconstruct Runway Lighting	$290,505
MS	Bay St. Louis	Stennis International	HSA	Acquire Land for Development	$426,959
MS	Clarksdale	Fletcher Field	CKM	Rehabilitate Runway	$357,600
MS	Cleveland	Cleveland Municipal	RNV	Construct/Expand Hangar	$294,000
MS	Columbus	Columbus-Lowndes County	UBS	Construct/Expand Hangar	$448,000
MS	Columbus/W Point/Starkville	Golden Triangle Regional	GTR	Construct Airport Drainage/Erosion Control, Install Wildlife Perimeter Fencing, Reseal Apron Pavement, Reseal Taxiway Pavement, Reseal/Resurface Runway Pavement	$1,621,119
MS	Greenville	Greenville Mid-Delta	GLH	Update Airport Master Plan	$479,039
MS	Grenada	Grenada Municipal	GNF	Construct/Expand Fuel Farm	$395,370
MS	Jackson	Jackson-Medgar Wiley Evers International	JAN	Construct/Extend Safety Area	$179,730
MS	Louisville	Louisville/Winston County	LMS	Expand Apron	$145,000
MS	Macon	Macon Municipal	20M	Construct/Expand Hangar	$40,245
MS	Magee	Magee Municipal	17M	Install Perimeter Fencing	$80,100
MS	McComb	McComb/Pike County/John E Lewis Field	MCB	Rehabilitate Runway Markings	$104,400
MS	New Albany	New Albany/Union County	M72	Install Perimeter Fencing	$330,000
MS	Newton	James H Easom Field	M23	Construct/Expand Hangar	$107,042
MS	Philadelphia	Philadelphia Municipal	MPE	Update Airport Master Plan	$41,790
MT	Broadus	Broadus	00F	Construct/Expand Hangar	$336,000
MT	Butte	Bert Mooney	BTM	Acquire Snow Removal Equipment	$499,043
MT	Butte	Bert Mooney	BTM	Install Passenger Boarding Bridges	$778,217
MT	Choteau	Choteau	CII	Reconstruct Airfield Signage/Markings, Reseal Apron Pavement, Reseal Taxiway Pavement	$272,090
MT	Forsyth	Tillitt Field	1S3	Install Weather Reporting Equipment	$235,647
MT	Glendive	Dawson Community	GDV	Update Airport Master Plan	$300,000
MT	Kalispell	Glacier Park International	GPI	Expand Terminal	$6,047,158
MT	Missoula	Missoula Montana	MSO	Construct Terminal	$3,429,372
MT	Thompson Falls	Thompson Falls	THM	Construct Terminal, Install Perimeter Fencing	$468,927
MT	Wolf Point	L M Clayton	OLF	Acquire Snow Removal Equipment	$352,171
NC	Asheville	Asheville Regional	AVL	Expand Terminal	$8,856,174
NC	Concord	Concord-Padgett Regional	JQF	Construct/Expand Fuel Farm	$883,978
NC	New Bern	Coastal Carolina Regional	EWN	Construct Apron, Construct Taxiway, Expand Terminal, Install Perimeter Fencing	$3,828,097
NC	Raleigh	North Carolina State Block Grant Program	*NCB	Expand Apron, Install Weather Reporting Equipment, Obstruction Marking\Lighting\Removal	$1,591,656
NC	Raleigh	North Carolina State Block Grant Program	*NCB	Acquire Aircraft Rescue and Fire Fighting Safety Equipment	$23,708
ND	Ashley	Ashley Municipal	ASY	Construct Taxilane, Expand Apron	$258,553

State	City	Airport	LOCID	Project Description	Sum of Total Funded
ND	Fargo	Hector International	FAR	Expand Terminal	$11,274,198
ND	Kenmare	Kenmare Municipal	7K5	Construct Taxiway	$448,000
ND	Linton	Linton Municipal	7L2	Reconstruct Access Road	$447,576
ND	Mandan	Mandan Regional/Lawler Field	Y19	Construct Airport Drainage/Erosion Control	$272,732
ND	Mohall	Mohall Municipal	HBC	Construct Airport Drainage/Erosion Control	$147,780
ND	Pembina	Pembina Municipal	PMB	Install Wind Cone/Segmented Circle, Reconstruct Airport Rotating Beacon, Reconstruct Runway Lighting, Reconstruct Runway Visual Guidance System, Reconstruct Taxiway Lighting	$131,400
ND	Walhalla	Walhalla Municipal	96D	Construct/Expand Hangar	$320,711
NE	Scottsbluff	Scottsbluff/Western Nebraska Regional/Wm B Heilig Field	BFF	Construct Taxiway	$663,300
NJ	Morristown	Morristown Municipal	MMU	Rehabilitate Runway	$856,225
NM	Artesia	Artesia Municipal	ATS	Rehabilitate Taxiway	$881,000
NM	Clovis	Clovis Regional	CVN	Construct Terminal	$1,595,883
NM	Hobbs	Lea County Regional	HOB	Expand Terminal	$60,406
NM	Hobbs	Lea County Regional	HOB	Reconstruct Airport Drainage/Erosion Control	$162,303
NM	Reserve	Reserve	T16	Reconstruct Perimeter Fencing	$38,383
NV	Beatty	Beatty	BTY	Rehabilitate Runway Lighting	$336,000
NV	Lovelock	Derby Field	LOL	Construct Taxiway	$336,000
NV	Tonopah	Tonopah	TPH	Install Taxiway Lighting, Reconstruct Apron	$258,318
NY	Binghamton	Greater Binghamton/Edwin A Link Field	BGM	Reconstruct Terminal	$225,000
NY	Buffalo	Buffalo Niagara International	BUF	Rehabilitate Runway	$19,761,201
NY	Ithaca	Ithaca Tompkins International	ITH	Update Airport Master Plan, Update Pavement Plan Management Plan	$893,385
NY	Ithaca	Ithaca Tompkins International	ITH	Reconstruct Apron, Rehabilitate Apron	$2,898,203
NY	Jamestown	Chautauqua County/Jamestown	JHW	Reconstruct Terminal	$126,684
NY	New York	John F Kennedy International	JFK	Rehabilitate Terminal Access Road	$3,359,856
NY	New York	Laguardia	LGA	Rehabilitate Runway	$3,887,781
NY	Niagara Falls	Niagara Falls International	IAG	Reconstruct Taxiway Lighting	$2,732,659
OH	Athens/Albany	Ohio University	UNI	Construct Taxilane, Construct/Expand Hangar	$133,740
OH	Bowling Green	Wood County	1G0	Extend/Expand Runway	$198,152
OH	Cadiz	Harrison County	8G6	Obstruction Marking\Lighting\Removal	$110,250
OH	Circleville	Pickaway County Memorial	CYO	Construct/Expand Hangar	$437,400
OH	Columbus	John Glenn Columbus International	CMH	Construct Apron, Construct Taxiway, Extend/Expand Taxiway	$29,451,778
OH	Columbus	Ohio State University	OSU	Acquire Snow Removal Equipment	$196,073
OH	Fostoria	Fostoria Metro	FZI	Reconstruct Terminal	$152,075
OH	Toledo	Eugene F Kranz Toledo Express	TOL	Acquire Snow Removal Equipment	$1,782,322
OH	Urbana	Grimes Field	I74	Reconstruct Hangar	$74,250
OK	Altus	Altus/Quartz Mountain Regional	AXS	Construct/Expand Fuel Farm	$448,000
OK	Antlers	Antlers Municipal	80F	Construct/Expand Fuel Farm	$110,000
OK	Carnegie	Carnegie Municipal	86F	Construct/Expand Hangar	$336,000
OK	Cherokee	Cherokee Municipal	4O5	Reconstruct Apron	$299,966

State	City	Airport	LOCID	Project Description	Sum of Total Funded
OK	Durant	Durant Regional/Eaker Field	DUA	Rehabilitate Runway Markings, Rehabilitate Taxiway Markings	$217,225
OK	El Reno	El Reno Regional	RQO	Construct/Expand Hangar	$448,000
OK	Elk City	Elk City Regional Business	ELK	Reconstruct Terminal	$448,000
OK	Goldsby	David Jay Perry	1K4	Construct/Expand Hangar	$448,000
OK	Miami	Miami Regional	MIO	Construct Terminal	$448,000
OK	Sayre	Sayre Municipal	3O4	Reconstruct Apron	$287,773
OK	Stillwater	Stillwater Regional	SWO	Construct Terminal	$1,300,538
OK	Weatherford	Weatherford Stafford	OJA	Construct/Expand Hangar	$304,000
OR	Bandon	Bandon State	S05	Reseal Taxiway Pavement, Reseal/Resurface Runway Pavement	$84,810
OR	Cottage Grove	Cottage Grove State	61S	Reseal Taxiway Pavement, Reseal/Resurface Runway Pavement	$81,502
OR	Hood River	Ken Jernstedt Airfield	4S2	Construct/Expand Hangar	$100,000
OR	Independence	Independence State	7S5	Reseal Apron Pavement, Reseal Taxiway Pavement	$82,312
OR	Klamath Falls	Crater Lake/Klamath Regional	LMT	Reconstruct Taxiway	$682,863
OR	McDermitt	McDermitt State	26U	Reseal Taxiway Pavement, Reseal/Resurface Runway Pavement	$86,329
OR	Newport	Newport Municipal	ONP	Construct/Expand Hangar	$584,000
OR	Salem	McNary Field	SLE	Install Perimeter Security Fencing, Reconstruct Apron	$616,000
PA	Dubois	Dubois Regional	DUJ	Install Airport Rotating Beacon, Install Runway Visual Guidance System	$159,000
PA	Harrisburg	Pennsylvania State Block Grant Program	*PAB	Reseal/Resurface Runway Pavement	$90,730
PA	Harrisburg	Pennsylvania State Block Grant Program	*PAB	Reseal/Resurface Runway Pavement	$105,016
PA	Johnstown	John Murtha Johnstown/Cambria County	JST	Reconstruct Parking Lot	$629,548
SC	Andrews	Robert F Swinnie	PHH	Rehabilitate Runway Lighting	$81,450
SC	Bennettsville	Marlboro County Jetport - H E Avent Field	BBP	Rehabilitate Runway	$49,935
SC	Chester	Chester Catawba Regional	DCM	Rehabilitate Runway Lighting, Rehabilitate Taxiway Lighting	$448,000
SC	Hilton Head Island	Hilton Head	HXD	Strengthen Taxiway	$2,993,834
SC	Laurens	Laurens County	LUX	Construct Terminal	$144,000
SC	Moncks Corner	Berkeley County	MKS	Obstruction Marking\Lighting\Removal	$448,000
SC	Spartanburg	Spartanburg Downtown Memorial/Simpson Field	SPA	Reconstruct Apron	$199,602
SD	Faith	Faith Municipal	D07	Conduct Aeronautical Survey for RNAV Approach	$139,300
SD	McLaughlin	Mc Laughlin Municipal	5P2	Construct/Expand Hangar	$238,500
SD	Mobridge	Mobridge Municipal	MBG	Update Airport Master Plan	$324,193
SD	Tea	Marv Skie-Lincoln County	Y14	Reconstruct Apron	$448,000
SD	Wagner	Wagner Municipal	AGZ	Install Weather Reporting Equipment	$252,000
SD	Watertown	Watertown Regional	ATY	Construct Taxilane, Construct Taxiway	$1,095,603
SD	Webster	The Sigurd Anderson	1D7	Construct/Expand Fuel Farm	$294,006
SD	Winner	Winner Regional	ICR	Construct/Expand Hangar, Reseal Apron Pavement, Reseal Taxiway Pavement, Reseal/Resurface Runway Pavement	$238,500
TX	Austin	Texas State Block Grant Program	*TXB	Reconstruct Apron, Reconstruct Taxiway, Rehabilitate Runway	$1,188,700
TX	Austin	Texas State Block Grant Program	*TXB	Update Airport Master Plan	$154,318
TX	Austin	Texas State Block Grant Program	*TXB	Install Perimeter Fencing	$385,000
TX	Austin	Texas State Block Grant Program	*TXB	Construct Service Road, Install Weather Reporting Equipment	$853,000

State	City	Airport	LOCID	Project Description	Sum of Total Funded
TX	Austin	Texas State Block Grant Program	*TXB	Construct Terminal	$358,000
TX	Dallas	Dallas Love Field	DAL	Construct/Extend Safety Area	$4,273,853
TX	El Paso	El Paso International	ELP	Rehabilitate Apron	$10,616,196
TX	Fort Worth	Perot Field/Fort Worth Alliance	AFW	Extend Taxiway	$1,317,439
TX	Harlingen	Valley International	HRL	Extend Runway	$3,828,739
TX	Midland	Midland International Air And Space Port	MAF	Reconstruct Apron	$3,747,375
TX	Tyler	Tyler Pounds Regional	TYR	Reconstruct Airport Lighting Vault Equipment	$1,561,237
TX	Waco	Waco Regional	ACT	Improve Service Road, Reconstruct Apron	$3,118,527
UT	Duchesne	Duchesne Municipal	U69	Extend/Expand Taxilane, Rehabilitate Apron	$150,000
UT	Heber	Heber Valley	HCR	Shift Runway	$1,000,000
VA	Galax Hillsville	Twin County	HLX	Construct/Expand Hangar	$46,800
VA	Norfolk	Norfolk International	ORF	Rehabilitate Runway	$6,000,000
VA	Norfolk	Norfolk International	ORF	Expand Terminal	$7,000,000
VA	Warrenton	Warrenton/Fauquier	HWY	Update Airport Master Plan	$400,000
WA	Arlington	Arlington Municipal	AWO	Update Airport Master Plan	$250,000
WA	Kelso	Southwest Washington Regional	KLS	Reconstruct Apron, Reconstruct Taxiway	$261,340
WV	Buckhannon	Upshur County Regional	W22	Install Airport Rotating Beacon	$138,221
WV	Fairmont	Fairmont Municipal-Frankman Field	4G7	Rehabilitate Taxilane	$265,771
WV	Lewisburg	Greenbrier Valley	LWB	Rehabilitate Runway	$1,008,338
WV	Logan	Logan County	6L4	Construct/Expand Snow Removal Equipment Building	$122,532
WV	Parkersburg	Mid-Ohio Valley Regional	PKB	Reconstruct Terminal	$60,084
WV	Petersburg	Grant County	W99	Reseal Taxiway Pavement	$187,207
WV	Sutton	Braxton County	48I	Install Weather Reporting Equipment	$222,785
WY	Riverton	Central Wyoming Regional	RIW	Rehabilitate Apron	$1,033,836
WY	Thermopolis	Hot Springs County	HSG	Construct/Expand Hangar	$103,572
Total					**$427,875,451**

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-11

Date: August 14, 2024

Subject: Request that the City Council consider authorizing the City Manager to award Tyler Bid No. 24-006 to B-C Company, Inc. for the Airfield Electrical Vault Replacement project at Tyler Pounds Regional Airport in the amount not to exceed $1,459,431.00.

Item Reference:

In November 2021, the Bipartisan Infrastructure Law was enacted. This law provided funding to Tyler Pounds Regional Airport. This funding can be invested in runways, taxiways, safety, and sustainability projects as well as terminal projects.

The airfield lighting vault, existing generator, and constant current regulators have reached the end of their useful life. The building is over 50 years old and does not provide adequate protection for the lighting regulators. This project will replace the existing structure and include new equipment and a new generator. These changes will provide immediate airfield safety benefits.

The Federal Aviation Administration (FAA) awarded a grant to Tyler Pounds Regional Airport July 2024.

The City of Tyler advertised for bidders on May 15 and 22, 2024. The request for bids was received on June 25, 2024. The low bid was $1,459,431.00 from B-C Company, Inc. Three (3) bids were opened at the Bid Opening and are summarized below.

Vendor: Total Amount Bid
B-C Company, Inc. $ 1,459,431.00
EAS Contracting, LP $ 1,638,339.37
Vellutini Corporation $1,869,203..00

KSA Engineers, Inc., and Airport Staff have reviewed the bids. It is recommended that the project be awarded to B-C Company, Inc., for the base bid and additive alternate 1 in the amount of $1,459,431.00. Engineering fees to be allocated for KSA are reflected in the total project cost below. FAA will reimburse 90% of the cost of the described project, requiring 10% local match funding.
Funding Sources:
FAA Funding from Grant 55 (90%) 1,561,237.00
Half Cent Sales Tax (10%) 173,471.00
Total Funding 1,734,708.00

The Half Cent Sales Tax Board will consider the funding of the 10% match on August 12, 2024.

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to award Tyler Bid No. 24-006 to B-C Company, Inc. in an amount not to exceed $1,459,431.00 for the Airfield Electrical Vault Replacement project at Tyler Pounds Regional Airport.

Attachments:
TYR Vault Bid Recommendation 240709
24-006 TYR Vault Contract Docs for Signature 240722
1295 signedab080624 BC

Drafted/Recommended By:
Department Leader Annette Smith

Edited/Submitted By:
City Manager

A·DYNAMIC·PERSPECTIVE

8866 Synergy Drive
McKinney, TX 75070
972.542.2995

July 9, 2024

Mr. Steve Thompson ***via email***
Airport Manager
Tyler Pounds Regional Airport
700 Skyway Blvd
Tyler, Texas 75704

RE: ***Airfield Electrical Vault Replacement***
City of Tyler Bid No. 24-006
KSA Project No. 102169

Dear Mr. Thompson:

Sealed bids for the Airfield Electrical Vault Replacement project at Tyler Pounds Regional Airport were received by the City, publicly opened, and read aloud for the above-referenced project on Tuesday, June 25, 2024 at 2:00 PM. Three bids were received, as shown on the attached bid tabulation sheet. All bidders submitted the required documentation and are considered responsive.

The low bid for the Base Bid and Base Bid plus Bid Alternate 1 was submitted by B-C Company, Inc. of Fort Worth, Texas.

The bid proposals submitted by B-C Company and EAS Contracting each had a minor typographical error in calculating the Base Bid subtotal. Corrected values are shown here and on the attached tabulation. These errors did not affect the bid outcome.

	B-C Company, Inc.	EAS Contracting, LP	Vellutini Corporation
Base Bid:	$ 1,359,706.00	$ 1,545,969.68	$ 1,814,463.00
Bid Alternate 1:	$ 99,725.00	$ 92,369.69	$ 54,740.00
Base Bid + Alt 1:	$ 1,459,431.00	$ 1,638,339.37	$ 1,869,203.00

KSA recommends that the Base Bid and Additive Alternate 1 be be awarded to B-C Company for $1,459,431.00.

Sincerely,

KSA

James McKenzie, P.E.
Sr. Project Manager

Enclosures: Bid tabulation

TYLER POUNDS REGIONAL AIRPORT
BID TABULATION - AIRFIELD ELECTRICAL VAULT REPLACEMENT

BID NO.	DESCRIPTION	UNIT	QTY	B-C Company Inc. 9609 Boat Club Rd Fort Worth, TX 76179 817.236.6000 UNIT PRICE	B-C Company Inc. TOTAL PRICE	EAS Contracting, LP 6013 CR 437 Princeton, TX 75407 972.354.8621 UNIT PRICE	EAS Contracting, LP TOTAL PRICE	Vellutini Corporation 17304 Preston Rd Suite 1200 Dallas, TX 75252 916.226.2100 UNIT PRICE	Vellutini Corporation TOTAL PRICE
BASE BID SCHEDULE #1: Electrical Vault Replacement									
1.01	Contractor Quality Control Program (CQCP)	LS	1	$ 6,300.00	$ 6,300.00	$ 2,500.00	$ 2,500.00	$ 117,000.00	$ 117,000.00
1.02	Silt Fence	LF	107	$ 13.00	$ 1,391.00	$ 5.00	$ 535.00	$ 12.00	$ 1,284.00
1.03	Storm Water Pollution Prevention Plan (SWPPP)	LS	1	$ 7,500.00	$ 7,500.00	$ 1,950.00	$ 1,950.00	$ 9,800.00	$ 9,800.00
1.04	Mobilization	LS	1	$ 100,000.00	$ 100,000.00	$ 277,557.40	$ 277,557.40	$ 106,000.00	$ 106,000.00
1.05	Concrete Pavement Removal	SY	5	$ 130.00	$ 650.00	$ 170.00	$ 850.00	$ 430.00	$ 2,150.00
1.06	Embankment in Place	CY	10	$ 100.00	$ 1,000.00	$ 156.88	$ 1,568.80	$ 374.00	$ 3,740.00
1.07	Topsoiling	CY	12	$ 150.00	$ 1,800.00	$ 153.88	$ 1,846.56	$ 246.00	$ 2,952.00
1.08	Sodding for Erosion Control	SY	100	$ 25.00	$ 2,500.00	$ 35.47	$ 3,547.00	$ 29.00	$ 2,900.00
1.09	3" Uncompacted Flexible Base (Grade 1-2)	SY	30	$ 35.00	$ 1,050.00	$ 126.88	$ 3,806.40	$ 192.00	$ 5,760.00
1.10	4' Wide Concrete Sidewalk	SY	7	$ 130.00	$ 910.00	$ 89.00	$ 623.00	$ 181.00	$ 1,267.00
1.11	6' Wooden Fence w/Gates	LF	60	$ 110.00	$ 6,600.00	$ 95.94	$ 5,756.40	$ 150.00	$ 9,000.00
1.12	Barricades for Pavement Closures	LS	1	$ 5,000.00	$ 5,000.00	$ 65,084.33	$ 65,084.33	$ 12,900.00	$ 12,900.00
1.13	Preparation of Safety Plan Compliance Document	LS	1	$ 5,000.00	$ 5,000.00	$ 2,000.00	$ 2,000.00	$ 30,900.00	$ 30,900.00
1.14	No. 8 AWG, 5 kV, L-824, Type C Cable, Installed in Trench, Duct Bank, or	LF	6,000	$ 4.00	$ 24,000.00	$ 1.84	$ 11,040.00	$ 2.00	$ 12,000.00
1.15	No. 6 AWG, Solid, Bare Copper Counterpoise Wire, Installed Above the Duct	LF	300	$ 5.00	$ 1,500.00	$ 4.24	$ 1,272.00	$ 2.00	$ 600.00
1.16	No. 16 AWG, 600 V, Shielded Twisted Pair, Installed in Conduit	LF	30	$ 5.00	$ 150.00	$ 6.22	$ 186.60	$ 5.00	$ 150.00
1.17	No. 14 AWG, 600 V, Single Conductor, THWN-2 Cable, Installed in Conduit	LF	180	$ 2.00	$ 360.00	$ 1.79	$ 322.20	$ 5.50	$ 990.00
1.18	No. 10 AWG, 600 V, Single Conductor, THWN-2 Cable, Installed in Conduit	LF	180	$ 2.50	$ 450.00	$ 3.18	$ 572.40	$ 3.50	$ 630.00
1.19	No. 4 AWG, 600 V, Single Conductor, THWN-2 Cable, Installed in Conduit	LF	650	$ 4.00	$ 2,600.00	$ 3.14	$ 2,041.00	$ 5.00	$ 3,250.00
1.20	No. 1/0 AWG, 600 V, Single Conductor, THWN-2 Cable, Installed in Conduit	LF	30	$ 5.00	$ 150.00	$ 15.72	$ 471.60	$ 9.00	$ 270.00
1.21	No. 2/0 AWG, 600 V, Single Conductor, THWN-2 Cable, Installed in Conduit	LF	600	$ 6.00	$ 3,600.00	$ 7.76	$ 4,656.00	$ 10.00	$ 6,000.00
1.22	250 kcmil, 600 V, Single Conductor, THWN-2 Cable, Installed in Conduit	LF	240	$ 8.00	$ 1,920.00	$ 26.92	$ 6,460.80	$ 11.00	$ 2,640.00
1.23	350 kcmil, 600 V, Single Conductor, THWN-2 Cable, Installed in Conduit	LF	1,800	$ 8.00	$ 14,400.00	$ 16.23	$ 29,214.00	$ 18.50	$ 33,300.00
1.24	Construction of Prefabricated Concrete Building and Foundations in Place	LS	1	$ 375,000.00	$ 375,000.00	$ 454,015.52	$ 454,015.52	$ 585,000.00	$ 585,000.00
1.25	Decommisioning, Removal, and Demolition of Existing Airport Vault,	LS	1	$ 35,000.00	$ 35,000.00	$ 18,937.60	$ 18,937.60	$ 54,000.00	$ 54,000.00
1.26	L-829 Constant Current Regulator with integrated distrubted control and	EA	6	$ 26,000.00	$ 156,000.00	$ 21,698.74	$ 130,192.44	$ 34,000.00	$ 204,000.00
1.27	Constant Current Regulator Cutout Switches	EA	7	$ 3,500.00	$ 24,500.00	$ 1,347.86	$ 9,435.02	$ 1,650.00	$ 11,550.00
1.28	L-854 Pilot Radio Controller	EA	1	$ 5,500.00	$ 5,500.00	$ 3,177.98	$ 3,177.98	$ 5,400.00	$ 5,400.00
1.29	400 A Circuit Breaker Disconnect Switch, 480 VAC, NEMA 1, Service-Entrance	EA	1	$ 6,500.00	$ 6,500.00	$ 3,079.85	$ 3,079.85	$ 6,400.00	$ 6,400.00
1.30	400 A Panelboard, 480 VAC, 3-Phase, 4-Wire, NEMA 1, 42 Circuit, Copper	EA	1	$ 16,000.00	$ 16,000.00	$ 7,392.42	$ 7,392.42	$ 8,500.00	$ 8,500.00
1.31	37.5 kVA 480-240/120 VAC 1-Phase Dry Type Transformer, NEMA 1	EA	1	$ 6,500.00	$ 6,500.00	$ 4,915.45	$ 4,915.45	$ 8,000.00	$ 8,000.00
1.32	200 A Panelboard, 240/120 VAC, 1-Phase, 3-Wire, NEMA 1, 42 Circuit, Copper Buses, 10 kAIC, with Integral SPD	EA	1	$ 7,500.00	$ 7,500.00	$ 3,205.09	$ 3,205.09	$ 8,500.00	$ 8,500.00
1.33	Relocate Taxiway A 4 kW Regulator to Proposed Electrical Vault	LS	1	$ 3,000.00	$ 3,000.00	$ 2,908.07	$ 2,908.07	$ 1,830.00	$ 1,830.00
1.34	Photocell pointed at the northern sky	EA	1	$ 950.00	$ 950.00	$ 759.61	$ 759.61	$ 700.00	$ 700.00
1.35	30 A Lighting Contactor, NEMA 1	EA	1	$ 5,000.00	$ 5,000.00	$ 2,228.21	$ 2,228.21	$ 2,900.00	$ 2,900.00
1.36	Service Entrance Surge Protection Device	EA	1	$ 7,500.00	$ 7,500.00	$ 3,434.72	$ 3,434.72	$ 3,650.00	$ 3,650.00
1.37	Short circuit / coordination / device evaluation / arc flash analysis	LS	1	$ 10,000.00	$ 10,000.00	$ 7,500.00	$ 7,500.00	$ 11,100.00	$ 11,100.00
1.38	Directional Bored Duct Bank for airfield cables, (5) 2" Conduit	LF	275	$ 95.00	$ 26,125.00	$ 97.09	$ 26,699.75	$ 111.00	$ 30,525.00
1.39	Non-Encased Electrical Conduit for airfield cables, (5) 2" Conduit	LF	35	$ 60.00	$ 2,100.00	$ 134.37	$ 4,702.95	$ 77.00	$ 2,695.00
1.40	Directional Bored Duct Bank for ATCT cables, (2) 3" Conduit + (1) 2.5" Conduit	LF	540	$ 115.00	$ 62,100.00	$ 95.63	$ 51,640.20	$ 112.00	$ 60,480.00

TYLER POUNDS REGIONAL AIRPORT
BID TABULATION - AIRFIELD ELECTRICAL VAULT REPLACEMENT

BID NO.	DESCRIPTION	UNIT	QTY	B-C Company Inc. 9609 Boat Club Rd Fort Worth, TX 76179 817.236.6000 UNIT PRICE	B-C Company Inc. TOTAL PRICE	EAS Contracting, LP 6013 CR 437 Princeton, TX 75407 972.354.8621 UNIT PRICE	EAS Contracting, LP TOTAL PRICE	Vellutini Corporation 17304 Preston Rd Suite 1200 Dallas, TX 75252 916.226.2100 UNIT PRICE	Vellutini Corporation TOTAL PRICE
1.41	Non-Encased Electrical Conduit for ATCT cables, (2) 3" Conduit + (1) 2.5"	LF	55	$ 40.00	$ 2,200.00	$ 59.24	$ 3,258.20	$ 122.00	$ 6,710.00
1.42	Non-Encased Electrical Conduit for generator cables, (2) 2.5" Conduit + (1) 0.75" Conduit + (1) 1" Conduit	LF	15	$ 60.00	$ 900.00	$ 56.07	$ 841.05	$ 148.00	$ 2,220.00
1.43	Non-Encased Electrical Conduit for utility service cables, (2) 4" Conduit	LF	50	$ 60.00	$ 3,000.00	$ 100.03	$ 5,001.50	$ 90.00	$ 4,500.00
1.44	24"W x 36"L x 18"D Polymer Concrete Handhole	EA	3	$ 4,500.00	$ 13,500.00	$ 3,470.46	$ 10,411.38	$ 6,000.00	$ 18,000.00
1.45	11"W x 18"L x 24"D Polymer Concrete Handhole	EA	2	$ 3,500.00	$ 7,000.00	$ 2,161.69	$ 4,323.38	$ 3,660.00	$ 7,320.00
1.46	300 kW diesel generator with an upsized 350kW alternator and 400 A Automatic Transfer Switch, fully functional and installed in place	LS	1	$ 170,000.00	$ 170,000.00	$ 202,759.05	$ 202,759.05	$ 165,000.00	$ 165,000.00
1.47	ALCMS in Place	LS	1	$ 225,000.00	$ 225,000.00	$ 161,288.75	$ 161,288.75	$ 240,000.00	$ 240,000.00
	Subtotal Base Bid Schedule #1:			**$**	**1,359,706.00**	**$**	**1,545,969.68**		**$ 1,814,463.00**
	ADDITIVE ALTERNATE BID SCHEDULE #1: Guidance Sign Modifications								
A-1.01	No. 8 AWG, 5 kV, L-824, Type C Cable, Installed in Trench, Duct Bank, or	LF	3,000	$ 6.00	$ 18,000.00	$1.69	$ 5,070.00	$2.00	$ 6,000.00
A-1.02	Remove Existing No. 8 AWG, L-824C Cable	LF	500	$ 2.00	$ 1,000.00	$4.35	$ 2,175.00	$1.00	$ 500.00
A-1.03	Non-Encased Electrical Conduit for airfield cables, (1) 2" Conduit	LF	1,700	$ 35.00	$ 59,500.00	$37.80	$ 64,260.00	$12.00	$ 20,400.00
A-1.04	Replace Existing Sign Panels	EA	3	$ 450.00	$ 1,350.00	$671.14	$ 2,013.42	$1,180.00	$ 3,540.00
A-1.05	Install New One Module Sign and L-830	EA	3	$ 5,800.00	$ 17,400.00	$5,000.14	$ 15,000.42	$6,000.00	$ 18,000.00
A-1.06	Install Relocated Existing One Module Sign with New L-830	EA	1	$ 1,900.00	$ 1,900.00	$3,507.63	$ 3,507.63	$5,000.00	$ 5,000.00
A-1.07	Remove Existing Signs, Transformers, and Foundations	EA	1	$ 575.00	$ 575.00	$343.22	$ 343.22	$1,300.00	$ 1,300.00
	Subtotal Additive Alternate Bid Schedule #1:				**$ 99,725.00**		**$ 92,369.69**		**$ 54,740.00**

SUMMARY OF BIDS

Base Bid Schedule #1: Electrical Vault Replacement	$ 1,359,706.00	$ 1,545,969.68	$ 1,814,463.00
Additive Alternate Bid Schedule #1: Guidance Sign Modifications	$ 99,725.00	$ 92,369.69	$ 54,740.00
TOTAL BID SCHEDULES AND SELECTED ADDITIVE ALTERNATES:	**$ 1,459,431.00**	**$ 1,638,339.37**	**$ 1,869,203.00**

J.A. McKenzie

James McKenzie, P.E.
KSA Project Manager

STANDARD FORM OF AGREEMENT

STATE OF TEXAS §
COUNTY OF Smith §

FAA AIP No. _____
City Bid No. 24-006
Project Name: Tyler Pounds Regional Airport – Airfield Vault Replacement Project

THIS AGREEMENT, made and entered into this _____ day of _____, 2024 by and between the City of Tyler, Texas, OF THE County of Smith and State of Texas, hereinafter termed "**CITY**", acting through the City Manager, and _____. of the City of _____, County of _____ and State of _____, hereinafter termed "**CONTRACTOR**".

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

WITNESSETH:

1 DESCRIPTION OF WORK

CONTRACTOR will perform all the work required by the contract documents and said work shall be done under the supervision of the representative of the **CITY**. The work will consist of the completion of construction of certain improvements and all extra work in connection therewith, in accordance with the prices and conditions stated in the contract documents and at **CONTRACTOR'S** cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said construction.

2 CONTRACT DOCUMENTS

The contract documents constitute the entire AGREEMENT between the **CITY** and **CONTRACTOR**, and all are as fully a part of the AGREEMENT as if attached to or repeated in this ***Standard Form of Agreement***.

The contract documents are as follows:

- ***Notice to Bidders,***
- All addenda issued prior to execution of this ***Standard Form of Agreement***,
- ***Instructions to Bidders***,
- **CITY *Policy Statement on Equal Opportunity Employment***,
- ***Proposal***,
- Bid Bond and Special Bonds (if any),
- ***Standard Form of Agreement,***
- ***Statutory Performance and Maintenance Bond*** and ***Payment Bond*** (if applicable)***,***
- ***Payment Bond,***
- Certificate(s) of Insurance,
- Endorsements,
- ***Contractor's Affidavit of Bills Paid***,
- ***Mandatory Federal Contract Provisions,***
- ***General Conditions***,
- ***Special Conditions,***
- ***Technical and/or Special Specifications,***
- Plans and other drawings and printed or written explanatory matter thereof, and
- All field orders and change orders issued after execution of this ***Standard Form of Agreement***.

In case of conflict between any of the contract documents, priority of interpretation shall be in the following order:

1. Signed ***Standard Form of Agreement***,
2. ***Performance and Maintenance Bond and Payment Bond*** (if applicable) and/or ***Payment Bond***,
3. Special Bonds (if any),
4. Proposal,
5. ***Special Conditions***,
6. ***Special Specifications,***
7. ***Technical Specifications***,
8. Plans, and
9. ***General Conditions***.

3 TIME OF COMMENCEMENT AND COMPLETION

CONTRACTOR hereby agrees to commence work within ten (10) calendar days of the date specified in the ***Notice to Proceed***, to diligently pursue the work without extended interruption and to **complete in full** the same within Three Hundred, (300) calendar days after the date specified in the written ***Notice to Proceed,*** subject to such extensions of time as are provided by the ***General Conditions***.

4 CONTRACT PRICE

CITY agrees to pay to the **CONTRACTOR** the contract amount of _____ such payments to be subject to the ***General Conditions*** of the contract.

5 BONDS

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

A ***Performance and Maintenance Bond and Payment Bond*** shall be required for contract amounts in excess of one hundred thousand dollars ($100,000).

Payment Bond shall be required for all projects regardless of value.

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

See the ***General Conditions*** for a description and explanation of the bonds required for this AGREEMENT.

6 INSURANCE

CONTRACTOR agrees, at its sole expense, to maintain on a primary basis during the life of this Contract and the performance of Work hereunder, insurance coverages, limits, and endorsements. Insurance required by this AGREEMENT for the **CITY** as additional insured shall be primary insurance and not contributing with any other insurance available to **CITY**.

CONTRACTOR agrees to provide evidence of the required coverages at execution of contract. In the event the **CONTRACTOR** performs any site work, other than testing, then all the insurance required by AGREEMENT will need to be evidenced prior to commencement of said site work.

See the ***General Conditions*** for the contractual types and amounts of insurance and endorsements required for this AGREEMENT.

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

See “Endorsements” for a chart providing a summary and overview of the endorsement requirements.

In case of conflict between “Certificate(s) of Insurance” and/or “Endorsements” and/or the insurance requirements described in the ***General Conditions***, priority of interpretation shall be given first to the ***General Conditions***.

7 CITY AND OTHERS INDEMNIFIED

CONTRACTOR AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE **CITY**, ITS PROJECT DESIGNER, THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND OTHER CONSULTANTS FROM AND AGAINST ALL LIABILITY FOR ANY AND ALL CLAIMS, LIENS, DEMANDS, AND DAMAGES OF EVERY KIND FOR INJURIES TO PERSONS INCLUDING DEATH, PROPERTY DAMAGE INCLUDING LOSS OF USE, AND EXPENSES INCLUDING ATTORNEY’S FEES ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE AGREEMENT AND CAUSED IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, BY THE NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF **CONTRACTOR**, ANY SUBCONTRACTOR, OR ANYONE FOR WHOSE ACTS THE **CONTRACTOR** OR SUBCONTRACTOR MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIMS OR DAMAGES OCCURRED ON PROPERTY BELONGING TO THE **CITY**. THE **CONTRACTOR’S** INDEMNIFICATION OBLIGATION PROVIDED HEREIN SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, **CONTRACTOR’S** DUTY TO INDEMNIFY AND DEFEND **CITY** UNDER THIS PARAGRAPH WILL APPLY AND WILL EXTEND TO COVER LOSSES REGARDLESS OF WHETHER SUCH LOSSES ARE CAUSED BY EITHER **CONTRACTOR’S** OR **CITY’S** CONCURRENT, COMPARATIVE, OR CONTRIBUTORY NEGLIGENCE.

CONTRACTOR agrees to comply with the Worker’s Compensation Act of the State of Texas and to pay or cause to be paid all compensation, medical or hospital bills which may become due and payable thereunder, and to indemnify, hold harmless and defend **CITY** from and against any and all liability by reason of injury of employees of **CONTRACTOR**. **CONTRACTOR** shall furnish **CITY** with a Certificate from its Insurance Carrier evidencing **CONTRACTOR’S** compliance therewith (*see* “Insurance Required”).

CONTRACTOR AGREES TO COMPLY WITH ABOVE REQUIREMENTS IN CONNECTION WITH SERVICES AND/OR WORK COVERED UNDER THIS PROJECT.

8 VENUE

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

9 AFFIDAVIT OF BILLS PAID AND FINAL PAYMENT TO CONTRACTOR

Pursuant to TEX PROP. CODE ANN. § 53.085(a) and this ***Standard Form of Agreement*** **CONTRACTOR** shall furnish a ***Contractor’s Affidavit of Bills Paid*** to **CITY** that the work for the construction of said project has been satisfactorily completed; and that all bills for materials, supplies, apparatus, fixtures, machinery, labor, subcontractors, laborers and materialmen used in connection with the construction of this project have been fully paid.

Upon receipt of the notification of completion, the Project Designer shall proceed to make final measurements and prepare a final statement of the value of all work performed and materials furnished under the terms of the AGREEMENT and shall certify same to **CITY**, who shall pay to the **CONTRACTOR**, the balance due the **CONTRACTOR** under the terms of this ***Standard Form of Agreement***, provided he has fully performed his contractual obligations under the terms of the AGREEMENT; and said payment shall become due in any event upon said performance by the **CONTRACTOR**. Neither the ***Certificate of Acceptance*** nor the final payment, nor any provision in the contract documents, shall relieve the **CONTRACTOR** of the obligation for fulfillment of any warranty which may be required.

10 RESERVED

11 NOTICES

Any notices provided under this ***Standard Form of Agreement*** shall occur in writing. For purposes of such notice, the addresses of the parties, until changed by written notice, shall be:

CITY'S CONTACT:		**CONTRACTOR'S CONTACT**	
Name	**Steve Thompson**	Name	
Address	**700 Skyway Blvd**	Address	
	Suite 201		
	Tyler, TX 75704		
Phone	**903.531.9825**	Phone	
FAX	**903.531.9843**	FAX	
E-mail	**smthompson@tylertexas.com**	E-mail	

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

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

FOR THE CITY OF TYLER, TEXAS:

ATTEST:

By:	**By:**
City Manager	City Clerk
Edward Broussard	**Cassandra Brager**
Printed Name	Printed Name

APPROVED:

RECOMMENDED

By:	**By:**
City Attorney's Office	Department Leader
Steven M. Kean	**Steve Thompson**
Printed Name	Printed Name

FAA AIP No. _____

City Bid No. 24-006

Project Name: Tyler Pounds Regional Airport – Airfield Vault Replacement Project

AGENDA ITEM NUMBER: _____

DATE CITY COUNCIL APPROVED: _____

FOR THE CONTRACTOR:

By: _____

_____
Title

_____
Printed Name

STATE OF TEXAS §

COUNTY OF SMITH §

CONTRACTOR'S ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, 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 _____, A.D., 2024.

_____
Notary Public in and For The State of Texas

My Commission Expires: _____

_____
Notary's Printed Name

CONSTRUCTION PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address)

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

City of Tyler, Texas
212 North Bonner
Tyler, Texas 75702

CONSTRUCTION CONTRACT

Date: _____

Amount: $_____

Description (Name and Location): Airfield Vault Replacement Project
FAA AIP No. _____Tyler Bid No. 24-006
Tyler Pounds Regional Airport, Tyler, Texas

BOND

Date: _____
(Not earlier than Construction Contract Date)

Amount: $_____

Modifications to this Bond Form: _____
_____
_____

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature:_____
Name and Title:

SURETY

Company: (Corp. Seal)

Signature:_____
Name and Title:

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature:_____
Name and Title:

SURETY

Company: (Corp. Seal)

Signature:_____
Name and Title:

EJCDC No. 1910-28A (1984 Edition)

Prepared through the joint efforts of The Surety Association of America, Engineers' Joint Contract Documents Committee, The Associated General Contractors of America and the American Institute of Architects.

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
   a. The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and
   b. The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
   3.3 The Owner has agreed to pay the Balance of the contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
   a. Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
   b. Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
   c. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a Contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
   d. Waive its right to perform and complete, arrange for completion or obtain a new contractor and with reasonable promptness under the circumstances:
      1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
      2. Deny liability in whole or in part and notify the Owner citing reasons therefor.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default of this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4 and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
   6.1. The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract:
   6.2. Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
   6.3. Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
   12.1. Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
   12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
   12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
   12.4. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY - Name, Address and Telephone)	
AGENT or BROKER:	OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

CONSTRUCTION PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address)

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

City of Tyler, Texas
212 North Bonner
Tyler, Texas 75702

CONSTRUCTION CONTRACT

Date: _____

Amount: $_____

Description (Name and Location): Airfield Vault Replacement Project
FAA AIP No. _____Tyler Bid No. 24-006
Tyler Pounds Regional Airport, Tyler, Texas

BOND

Date: _____
(Not earlier than Construction Contract Date)

Amount: $_____

Modifications to this Bond Form: _____
_____
_____

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature:_____
Name and Title:

SURETY

Company: (Corp. Seal)

Signature:_____
Name and Title:

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature:_____
Name and Title:

SURETY

Company: (Corp. Seal)

Signature:_____
Name and Title:

EJCDC No. 1910-28B (1984 Edition)

Prepared through the joint efforts of The Surety Association of America, Engineers' Joint Contract Documents Committee, The Associated General Contractors of America, American Institute of Architects, American Subcontractors Association, and the American Specialty Contractors.

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to the Owner, this obligation shall be null and void if the Contractor:
   a. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
   b. Defends, indemnifies and holds harmless the Owner from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
   4.1. Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and set a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
   4.2. Claimants who do not have a direct contract with the Contractor:
      1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
      2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
      3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
   a. Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
   b. Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2 (iii), or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory bond and not as a common law bond.
14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. DEFINITIONS
   15.1. Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
   15.2. Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
   15.3. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY - Name, Address and Telephone)	
AGENT or BROKER:	OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

MAINTENANCE BOND

STATE OF TEXAS §
COUNTY OF SMITH §

KNOW ALL MEN BY THESE PRESENTS: That _____. as Principal, hereinafter called Contractor, and _____, as Sureties, are held and firmly bound unto the City of Tyler, Texas, as Obligee, hereinafter called Owner, in the amount of Six Million, Nine Hundred Thirty Thousand, Two Hundred Ninety Two Dollars and Thirty Four Cents ($6,930,292.34), for the payment whereof Contractor and Sureties bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has completed the construction of Airfield Vault Replacement Project, Tyler Bid No. 24-006 for the City of Tyler, Texas in accordance with the drawings and specifications submitted to the City of Tyler and;

WHEREAS, the contractor hereby covenants and agrees that he will maintain and keep in repair such improvements from any defects resulting from improper installation thereof or material defects, for a period of one (1) year, commencing on the date of issuance of the Certificate of Completion for construction of said project.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Contractor shall promptly and faithfully perform as hereinabove provided, then this obligation shall be null and void, otherwise, it shall remain in full force and effect.

WHENEVER the Contractor shall be and declared by the Owner to be in default under aforesaid agreement to maintain and keep in repair, the Sureties shall promptly remedy the default or be responsible to the Owners for having performed Contractor's obligation thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 2024.

_____	_____
By _____	By _____
Title _____	Title _____
Address _____	Address _____
_____	_____
_____	_____

The name and address of the Resident Agent of Surety is:

_____

_____

City of Tyler, Texas
STANDARD CONTRACT
TERMS AND
INSURANCE REQUIREMENTS

ATTACHMENT "_____"

1.1 Standard Contract Insurance Chart

INSURANCE COVERAGE REQUIRED	
TYPE	**AMOUNT**
1) COMMERCIAL GENERAL LIABILITY * Policy shall include (but not limited to) the following: a) Products - Completed Operations b) Independent Contractors c) Broad Form Property Damage d) Contractual Liability or Cross Liability And where exposure exists, coverage required for: e) X-C-U Coverage X = Explosion Hazard C = Collapse Hazard U = Underground Damage	Not Less than: **$1,000,000** (one million) Each Occurrence **$1,000,000** (one million) General Aggregate **Per Project** Any Self-Insured-Retention or Deductible shall not exceed $25,000.
2) BUSINESS AUTOMOBILE LIABILITY Policy shall include (but not limited to) bodily injury and property damage liability for the following: a) Any Auto; OR b) All Owned Autos, and c) Hired Autos, and d) Non-Owned Autos.	Not Less than: **$1,000,000** (one million) Each Occurrence
3) WORKERS' COMPENSATION (Where required by state law)	**Statutory Limits for Workers' Compensation** TEX. LAB. CODE ANN. Title 5, Subtitle A, Chapter 401 TEX. ADMIN. CODE, Title 28, Part 2

1.2 Checklist for Standard Contract Certificates of Insurance

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

1.3 Bond Requirement Checklist

Mark the applicable bonds required for the Agreement.

☐ **BID BOND**

The amount must be at least 5% of the Bid Proposal (Total Bid).

If a competitive sealed bid is required a Bid Bond is required and shall be attached in the amount of five percent (5%) of total maximum bid from a reliable surety company, registered by the State Board of Insurance to conduct business in the State of Texas, and acceptable according to the most recent list of the companies holding Certificates of Authority from the Secretary of the Treasury of the United States, shown on the Treasury List.

OR

☐ **CASHIER'S CHECK OR CERTIFIED CHECK**

In the amount of at least 5% of the Bid Proposal (Total Bid).

Check drawn upon a national or state bank in the amount of five percent (5%) of the total maximum bid payable ***without recourse*** to the City of Tyler, Texas.

- Bids NOT required, IF City's expenditure = $50,000 or less.
- **NOTE**: There are some exceptions for certain projects such as projects involving State or federal grant or loan funds, etc. (*See* City Purchasing Policy, Chapter 3, d.1.(a)(1))].
  See also Tyler City Code Chapter 2, Article 1, Section 2-6 Contracts and Purchasing; Tex. Local Gov't Code Ann. § 252.021

☐ **PERFORMANCE BOND**

The **performance bond** guarantees the **CITY** that the **CONTRACTOR** will fully and faithfully execute the Work and performance of the AGREEMENT according to its terms including price and time and is solely for the protection of the **CITY** in the amount of the contract and conditioned on the faithful performance of the work in accordance with the plans, specifications, and contract documents.

- Performance Bond required when the contract amount is in excess of one hundred thousand dollars ($100,000).
- Pursuant to TEX. GOV'T CODE ANN. § 2253.021.

☐ **MAINTENANCE BOND**

The **maintenance bond** guarantees the **CITY** that the **CONTRACTOR** will guarantee the Work against faulty workmanship and/or materials for a specified period of time following completion of the AGREEMENT.

- Maintenance Bond required to accompany the Performance Bond for a maintenance period of one (1) year after the date of final acceptance of the Work.
- Required pursuant to **CITY** policy.

☐ **PAYMENT BOND**

The **payment bond** guarantees the **CITY** that the **CONTRACTOR** shall pay all bills for materials and labor for work provided for in said AGREEMENT and is solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime contractor or a subcontractor to supply public work, labor or material and in the amount of the contract.

- Payment Bond required pursuant to TEX. GOV'T CODE ANN. § 2253.021 for contracts in excess of $25,000 a payment bond is required; however, pursuant to **CITY** Policy a payment bond shall be required for ALL projects regardless of value.

1.4 Standard Contract Insurance Terms to be referenced in Agreement

Contractor Shall Maintain Insurance

CONTRACTOR 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 unless otherwise noted herein. Insurance required by this contract for the **CITY** as additional insured shall be primary and not contributing with any other insurance available to **CITY**. The City of Tyler, as the Certificate Holder, shall be named as Additional Insured as respects to General Liability and Auto and shall have a Waiver of Subrogation as respects to General Liability, Auto and Workers' Compensation all as required by written contract subject to policy terms, conditions and exclusions. Coverage is primary, non-contributory as respects to General Liability and Auto as required by written contract."

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

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

Insurance Requirements shall not limit Contractor's Liabilities and Obligations

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

Commercial General Liability

CONTRACTOR agrees to maintain Commercial General Liability at a limit of liability not less than one million **($1,000,000) Each Occurrence**, one million **($1,000,000) General Aggregate** per project. **CONTRACTOR** agrees its coverage will not contain any restrictive endorsements excluding or limiting Product - Completed Operations, Independent Contractors, Contractual Liability or Cross Liability. The **CONTRACTOR** agrees any Self-Insured-Retention or deductible shall not exceed twenty-five thousand ($25,000).

Business Automobile Liability

CONTRACTOR agrees to maintain Business Automobile Liability at a limit of liability not less than one million **($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 **CONTRACTOR** does not own automobiles, **CONTRACTOR** 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.

Worker's Compensation Insurance

The **CONTRACTOR** 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).

No Representation of Coverage Adequacy

The coverage, limits or endorsements required herein protect the primary interests of the **CITY**, and the **CONTRACTOR** agrees in no way should these coverage, limits or endorsements required be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the **CONTRACTOR** against any loss exposures, whether as a result of the Project or otherwise.

Deductibles, Coinsurance Penalties & Self-Insured Retention

CONTRACTOR agrees to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, self-insured retention, or coverage exclusion or limitation. For deductible amounts that exceed the amounts stated herein that are acceptable to **CITY**, the **CONTRACTOR** agrees, when requested by **CITY**, to maintain a Commercial Surety Bond in an amount equal to said deductible amount.

Waiver of Subrogation

CONTRACTOR agrees by entering into this written AGREEMENT to a Waiver of Subrogation in favor of the **CITY**, **CONTRACTOR**, sub-contractor, architects, or engineers for each required policy providing coverage during the life of this AGREEMENT. **CONTRACTOR** 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 **CITY**. 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 **CONTRACTOR** enter into such an agreement on a pre-loss basis.

Right to Revise or Reject

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

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

Certificate of Insurance

CONTRACTOR agrees to provide **CITY** with Certificate(s) of Insurance that clearly evidence the **CONTRACTOR'S** insurance contains the minimum coverages, limits, and endorsements set forth herein.

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

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

1.5 Indemnity

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

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

FURTHER, CITY ASSUMES NO RESPONSIBILITY OR LIABILITY FOR HARM, INJURY, OR ANY DAMAGING EVENTS WHICH ARE DIRECTLY OR INDIRECTLY ATTRIBUTABLE TO PREMISES DEFECTS IN IMPROVEMENTS CONSTRUCTED BY CONTRACTOR WHICH MAY NOW EXIST OR WHICH MAY HEREAFTER ARISE UPON THE PREMISES, ANY AND ALL SUCH DEFECTS BEING EXPRESSLY WAIVED BY CONTRACTOR. CONTRACTOR UNDERSTANDS AND AGREES THAT THIS INDEMNITY PROVISION SHALL APPLY TO ANY AND ALL CLAIMS, SUITS, DEMANDS, AND/OR ACTIONS BASED UPON OR ARISING FROM ANY SUCH PREMISE DEFECTS OR CONDITIONS, INCLUDING BUT NOT LIMITED TO ANY SUCH CLAIM ASSERTED BY OR ON BEHALF OF CONTRACTOR OR ANY OF ITS MEMBERS, AGENTS, EMPLOYEES, CUSTOMERS, OR VISITORS.

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

CONTRACTOR agrees to comply with the Worker's Compensation Act of the State of Texas and to pay or cause to be paid all compensation, medical or hospital bills which may become due and payable thereunder, and to indemnify, hold harmless and defend CITY from and against any and all liability by reason of injury of employees of CONTRACTOR. CONTRACTOR shall furnish CITY with a Certificate from its Insurance Carrier evidencing CONTRACTOR'S compliance therewith.

CONTRACTOR AGREES TO COMPLY WITH ABOVE REQUIREMENTS IN CONNECTION WITH SERVICES AND/OR WORK COVERED UNDER THIS PROJECT.

1.6 Venue Clause

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

<table>
<tr><th colspan="3">* ENDORSEMENT(S) REQUIRED</th></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],
City of Tyler Bid Number
[insert bid number],
Dated [insert month and year of contract].</td></tr>
<tr><td colspan="3">Contractor shall choose one of the three Endorsement Option stated below. All Endorsements shall be in the form required. All pages of the Endorsement(s) shall be attached.</td></tr>
<tr><td colspan="3">COMMERCIAL GENERAL LIABILITY

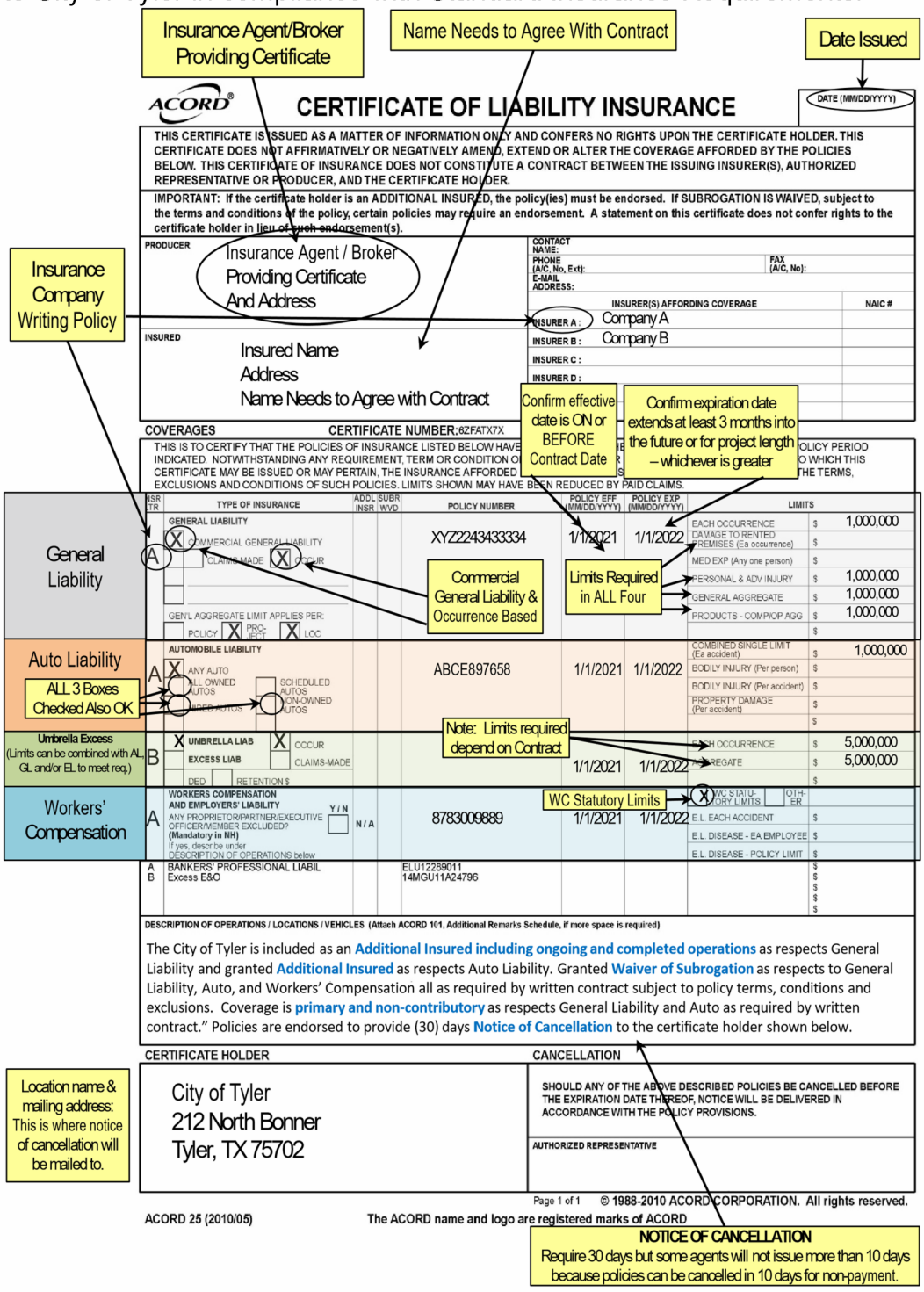
CONTRACTOR agrees to endorse the CITY as an "Additional Insured" on the Commercial General Liability with: [Select Option 1 or Option 2 below] [See Section 16.8.3 and 16.8.9]</td></tr>
<tr><td>Option 1</td><td colspan="2">FORM: CG 20 10 10 01
Additional Insured - Owners, Lessees, or Contractors – Scheduled 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

CONTRACTOR agrees to endorse the CITY as an "Additional Insured" under the Commercial Umbrella / Excess Liability as also provided herein. [See Section 16.8.8 and 16.8.9]</td></tr>
<tr><td colspan="3">INLAND MARINE BUILDER'S RISK INSURANCE

♦ If applicable CONTRACTOR agrees to endorse the CITY as an "Additional Insured" under the Inland Marine Builders Risk Insurance as also provided herein. [See Section 16.8.6 and 16.8.9]</td></tr>
</table>

EXAMPLE

The following outlines a sample Certificate of Insurance which should be provided to City of Tyler in compliance with Standard Insurance Requirements.



CERTIFICATE OF INSURANCE

TO: Date_____

Project No._____

_____
Owner

Type of_____

_____
Address

Project_____

THIS IS TO CERTIFY THAT _____
(Name and address of insured)

is, at the date of this certificate, insured by this Company with respect to the business operations hereinafter described, for the types of Insurance and in accordance with the provisions of the standard policies used by this Company, and further hereinafter described. Exceptions to standard policy noted on reverse side hereof.

	Policy No.	Effective	Expires	Limits of Liability
Workmen's Compensation				
Public Liability				1 Person $ 1 Accident
Contingent Liability				1 Person $ 1 Accident
Property Damage				
Builder's Risk				
Automobile				
Other				

The foregoing Policies (do) (do not) cover all sub-contractors.

Locations Covered: _____

Descriptions of Operations Covered: _____

The above policies either in the body thereof or by appropriate endorsement provide that they may not be changed or cancelled by the insurer in less than five days after the insured has received written notice of such change or cancellation.

Where applicable local laws or regulations require more than five days actual notice of change or cancellation to the assured, the above policies contains such special requirements, either in the body thereof or by appropriate endorsement thereto attached.

_____
(Name of Insurer)

By_____

Title_____

CITY INDEMNIFIED

City shall not be liable or responsible for and Contractor shall save and hold harmless City from and against any and all claims and damages of every kind, for injury to or death of any person or persons for damages to or loss of property, arising out of or attributed directly or indirectly, to the operations of Contractor hereunder. Contractor shall likewise indemnify City for any or all injury or damages to property belonging to City, arising out of or in connection with or resulting from any and all acts or omissions of Contractor hereunder.

Contractor agrees to comply with the Workmen's Compensation Act of the State of Texas to pay or cause to be paid all compensation, medical or hospital bills, which may become due and payable thereunder, and to protect and indemnify City from and against any and all liability by reason of injury of employees of Contractor. Contractor shall furnish City with a Certificate from its Insurance Carrier evidencing Contractor's compliance therewith.

CONTRACTOR AGREES TO COMPLY WITH ABOVE REQUIREMENTS IN CONNECTION WITH SERVICES AND/OR WORK COVERED UNDER THIS PROJECT.

PROJECT: Tyler Pounds Regional Airport – Airfield Vault Replacement Project

_____
Contractor (Printed)

By: _____
Signature

By: _____
Name (Printed)

_____
Title (Printed)

WITNESS MY SIGNATURE, This the _____ day of _____ , 20 ___ .

STATE OF TEXAS §
COUNTY OF _____§

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____, CONTRACTOR, known to me to be the person and office whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said _____ and that executed the same as the act of such _____ _____for the purposes and consideration therein expressed, and in the capacity herein stated.

GIVEN UNDER, my hand and seal of office this the _____ day of _____, A.D., 20___.

_____
Notary Public in and for

_____
County State

SEPARATION OF MATERIALS FORM

The successful Bidder shall prepare an itemized list of materials (including his prices to Owner) which are to be incorporated into the project and/or furnished to the Owner uninstalled. Consumable materials including motor fuel, are excluded from this list.

This is a list of materials which, for sales tax purposes, are considered sold by the Contractor to the owner who is a sales tax exempt entity. Such materials are thus exempt from any sales taxes, either on the Contractor's purchase of the materials for resale or on his resale to the Owner.

The level of detail in this breakdown is at the discretion of the Contractor, with the understanding that the Contractor is responsible for furnishing required documentation to the State Comptroller. Major material purchases should be included to ensure their tax exempt status.

Material quantities in this breakdown should be limited to the amounts reasonably necessary for completion of the project. Excess materials which are used on another project may become subject to sales tax if not properly documented.

The Contractor's material prices to the Owner must be no less than his purchase price and may include transportation and handling costs plus a reasonable profit.

The total material price in the required breakdown must equal the total material price listed below. The breakdown must be mathematically correct before it will be approved by the Engineer and incorporated into the contract documents as sales tax exempt.

The material price breakdown shall be submitted with this form before execution of the contract documents. Otherwise, the Contractor may risk losing his sales tax exemption for this project.

1. TOTAL CONTRACT AMOUNT (As Awarded) $ _____

2. SALES TAX EXEMPT MATERIALS (All materials which are (a) furnished by Contractor and incorporated into completed project or (b) furnished uninstalled by Contractor to Owner) $ _____

3. OTHER COSTS (Including installation and consumable materials) $ _____

NOTES:
1. Line 1 = contract price as awarded.
2. Line 2 + Line 3 must equal Line 1.
3. Line 2 must be not less than Contractor's anticipated invoice price for all sales tax exempt materials.

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:
2024-1197093

Date Filed:
08/06/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
B-C Company Inc.
Fort Worth, 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.
Tyler Bid 24-006
Airfield Lighting Vault Replacement

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Ann Bartholomew, and my date of birth is 2nd March 1962.

My address is PO Box 136729 (street), Fort Worth (city), TX (state), 76136 (zip code), USA (country).

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

Executed in Tarrant County, State of Texas, on the 6th day of August (month), 2024 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-12

Date: August 14, 2024

Subject: Request that the City Council consider authorizing the City Manager to execute Work Order No. 4 for $9,730.00 with KSA Engineers for engineering services on the Pavement Classification Rating (PCR) Analysis through the 2023 approved Master Service agreement with Tyler Pounds Regional Airport

Item Reference:

A master services agreement (MSA) for professional services with KSA was prepared to address general provisions from planning through construction management of various construction projects planned with the Federal Aviation Administration (FAA) and Tyler Pounds Regional Airport.
Each phase of work commences upon authorization by the City Council of a 'Work Order.' Each Work Order defines the Scope of Services, Schedule of Work, and Fees.

KSA proposes to utilize the following records from the Airport including:

* 2020 Tyler Pounds Regional Airport - Pavement Management Program (PMP)

Funding for the project will come from the City of Tyler. KSA Engineers, Inc. (KSA) will be the prime consultant.

All work will be performed in conformance with applicable FAA AC's or ASTMs, some of which are listed below:
- FAA 150/5320-6F, Airport Pavement Design and Evaluation
- FAA 150/5335-5D, Standardized Method of Reporting Airport Pavement Strength - PCR
The base fee for providing all services identified under 1.1 Scope of Services is $9,730. The FAA requires all public use paved runways at all 14 CFR Part 139 certificated airports be assigned gross weight and PCR data by September 30, 2024.

Phase Amount Estimated Schedule
Task 1 - Project Kickoff and Records Review $2,070 14 calendar days
Task 2 - Pavement Inventories Setup & Data Analysis $2,070 14 calendar days
Task 3 - PCR Analysis Letter Preparation $5,590 14 calendar days
Total $9,730 42 calendar days

The above fees are based on the scope of work assumed in this proposal. Additional KSA services not

included with this proposal can be provided in accordance with KSA's current hourly reimbursable fee schedule transmitted with this proposal. No additional work will be performed without prior written approval of TYR and the City of Tyler.

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to execute Work Order No. 4 for $9,730.00 with KSA Engineers for engineering services on the Pavement Classification Rating (PCR) Analysis through the 2023 approved Master Service agreement with Tyler Pounds Regional Airport.

Attachments:
103363 TYL Work Order #4 for signature

Drafted/Recommended By:
Department Leader Annette Smith

Edited/Submitted By:
City Manager

WORK ORDER FOR PROFESSIONAL SERVICES
CONTRACT NO. 103363
WORK ORDER NO. ONE (4)

CITY OF TYLER
TYLER POUNDS REGIONAL AIRPORT
PAVEMENT CLASSIFICATION RATING (PCR) ANALYSIS

This Work Order constitutes authorization by the City of Tyler, Texas (OWNER) for KSA Engineers, Inc. (ENGINEER) to provide engineering services for the above titled project (hereinafter called the PROJECT). The PROJECT includes the following Special Services:

ENGINEER shall provide engineering services for the OWNER in accordance with the ENGINEERING CONTRACT dated **April 3, 2023**. The scope of services for this part of the work is generally as follows:

1) SECTION 2.B – Delete the PER Phase. A Preliminary Engineering Report is not required.

2) SECTION 2.C – Delete the Design Phase. A Design Phase is not required.

3) SECTION 2.D – Delete the Construction Phase. A Construction Phase is not required.

4) Project Specific Scope – See attached Exhibit A.

5) Additional Services of ENGINEER: None required.

6) OWNER's Responsibilities: The OWNER's responsibilities shall be as described in SECTION 4 of the ENGINEERING CONTRACT.

7) Engineering Fees: The fees for the various services to be provided by the ENGINEER are as follows (subject to the conditions of the Agreement and as shown in Exhibit A).

8) Method of payment for various project components:

OWNER shall pay the ENGINEER for services rendered as provided for in SECTION 5 of the said ENGINEERING CONTRACT unless modified herein and agreed to by both parties to said contract.

COMPENSATION:

Task 1	Project Kickoff and Records Review	$ 2,070.00
Task 2	Pavement Inventories Setup & Data Analysis	$ 2,070.00
Task 3	PCR Analysis Letter Preparation	$ 5,590.00
TOTAL		$ 9,730.00

9) Schedule: The ENGINEER shall perform services for the project in accordance with the following schedule:

Project Kickoff and Records Review	14 calendar days
Pavement Inventories Setup & Data Analysis	14 calendar days
PCR Analysis Letter Preparation	14 calendar days
	42 calendar days following NTP

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order No. 4 to the ENGINEERING CONTRACT dated April 3, 2023 on this the _____ __day of _____, 2024.

OWNER:

CITY OF TYLER, TEXAS
TYLER POUNDS REGIONAL AIRPORT

BY:_____

ATTEST:_____

DATE:_____

ENGINEER:

KSA ENGINEERS, INC

BY:_____
CRAIG H. PHIPPS, P.E.

ATTEST: Sheila Rogers

DATE: 08/01/2024

City Council Approval Date:_____

Exhibit A
Tyler Pounds Regional Airport
Tyler, Texas
Pavement Classification Rating (PCR) Analysis

Scope of Work Outline

Pavement Classification Rating (PCR) Analysis

Tyler Pounds Regional Airport (TYR, Airport) intends to update their current Pavement Classification Number (PCN) to a Pavement Classification Rating (PCR). Pursuant to the new FAA AC 150/5335-5D Standardized Method of Reporting Airport Pavement Strength – PCR, published on April 29, 2022, the FAA requires that all airports assign gross weight and PCR data to airport pavements as part of projects funded with federal grant monies that include pavement management, rehabilitation, or reconstruction. It is recommended that a PCR Analysis is completed to meet this requirement and help the Airport ensure it complies with its Grant Assurances. KSA proposes to utilize the following records from the Airport including:

- 2020 Tyler Pounds Regional Airport - Pavement Management Program (PMP)

Funding for the project will come from the City of Tyler. KSA Engineers, Inc. (KSA) will be the prime consultant.

The scope of services, compensation, schedule, and required information is discussed as follows.

1.1 Scope of Services

KSA understands that the scope of services to be provided is as follows below.

Task 1 – Project Kickoff and Records Review

- Project management, coordination, and conduct project kick-off meeting with Airport staff and other stakeholders. This is proposed to be completed via phone or Teams.
    - During the kickoff meeting, it is proposed that a KSA will layout the plan of action, provide discussions on the previous PMP, discuss the current airfield operations, and PCR analysis output data.
        - The anticipated pavements for inspection and analysis are as follows:
            - Runway 4-22
            - Runway 13-31
            - Runway 17-35

- Collect, review, compile, and summarize available data of the existing Airport pavement infrastructure, including:
    - 2020 Tyler Pounds Regional Airport - Pavement Management Program (PMP)
- Review previously finalized TYR Master Plan, PMP, and Design Projects for the Airport's Current Fleet Mix.
    - Revisions to Fleet Mix will be made if Airport operations have changed from those shown in the Master Plan.

Task 2 – Pavement Inventories Setup & Data Analysis

The Engineer proposes to utilize FAARFIELD 2.0 for the PCR determination.

- The Runway Systems will be sectioned based upon the previous 2020 PMP pavement section determinations.
- Creation of a FAARFIELD 2.0 Database for Pavement Classification Rating (PCR) Analysis
- PCR Calculations
    - Utilize the 2020 PMP Pavement Section Data and FAARFIELD 2.0 to determine the PCR of the Runway Pavement sections per FAA AC 150/5335-5D

Task 3 – PCR Analysis Letter Preparation

- A detailed Pavement Classification Rating (PCR) Letter will be prepared that will include the following:
    - Airfield pavement record review and summary
    - PCR Analysis Determinations
- A Draft Letter Review meeting with the Airport.
    - Proposed to be via phone or Teams.
- A Final Letter Presentation and Overview with the Airport and its staff.
    - Proposed to be via phone or Teams.

1.2 Design and Analysis Requirements

All work will be performed in conformance with applicable FAA AC's or ASTMs, some of which are listed below:

- FAA 150/5320-6F, Airport Pavement Design and Evaluation
- FAA 150/5335-5D, Standardized Method of Reporting Airport Pavement Strength – PCR

Assumptions:

- This scope of services does not include architectural services, construction administration services, resident project representative (RPR), or construction materials acceptance testing services.

1.3 Compensation & Design Schedule

The base fee for providing all services identified under 1.1 Scope of Services is **$9,730.** The lump sum fee associated with each phase is as shown below.

Phase	Amount	Estimated Schedule
Task 1 – Project Kickoff and Records Review	$2,070	14 calendar days
Task 2 – Pavement Inventories Setup & Data Analysis	$2,070	14 calendar days
Task 3 – PCR Analysis Letter Preparation	$5,590	14 calendar days
Total	**$9,730**	42 calendar days

KSA understands that the Pavement Classification Rating (PCR) must be reported to the FAA by September 30, 2024, per FAA AC 150/5335-5D.

The above fees are based on the scope of work assumed in this proposal. Additional KSA services not included with this proposal can be provided in accordance with KSA's current hourly reimbursable fee schedule transmitted with this proposal. No additional work will be performed without prior written approval of TYR and the City of Tyler.

Attachment A – KSA Manhour Projection

Man-Hour Calculation

ATTACHMENT A: MANHOUR PROJECTION

CLIENT: Tyler Pounds Regional Airport (TYR)
PROJECT: Pavement Classification Rating (PCR) Analysis
KSA NO.: 103363

PROJECTED MAN-HOURS

Item No.	Task Description	Senior Project Manager	Senior Project Engineer	Project Assistant	Subtotals	Phase Totals
1.00	**Project Kickoff and Records Review**					**$ 2,070.00**
1.01	Project Kickoff and Records Review Meeting (1 Estimated via Phone)	2	2		$ 850.00	
1.02	Review Existing Airfield PMP Report and Record Drawings		2		$ 370.00	
1.03	Review Traffic Data and Preparation of Airfield Fleet Mix		2		$ 370.00	
1.04	Client Coordination, Project Management, and Records Inquiry	2			$ 480.00	
2.00	**Pavement Inventories Setup & Data Analysis**					**$ 2,070.00**
2.01	FAARFIELD 2.0 Database Setup		2		$ 370.00	
2.02	PCR Calculations	2	4		$ 1,220.00	
2.03	Client Coordination, Project Updates, and PCR Discussions	2			$ 480.00	
3.00	**PCR Analysis Letter Preparation**					**$ 5,590.00**
3.01	Draft Letter Preparation (Includes 1 Review Meeting via Phone)	2	8		$ 1,960.00	
3.02	Draft Letter QC Review	2			$ 480.00	
3.03	Final Letter Preparation and Airport Comment Addition		4		$ 740.00	
3.04	Final Letter QC Review	2			$ 480.00	
3.05	Final Report Presentation to Client (Via Teams)	2	2	2	$ 1,080.00	
3.06	Client Assistance with FAA ADIP & 5010 Data Update	2	2		$ 850.00	
	Total Projected Man-hours:	18	28	2		
	Hourly Rate:	$ 240	$ 185	$ 115		
	Total Estimated Cost:	$ 4,320.00	$ 5,180.00	$ 230.00	$9,730	**$ 9,730.00**

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-13

Date: August 14, 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.

Item Reference: **Council Item M-6 12-14-22; LegalDesk #8215**

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 two (2) railroad crossings.

This current agreement provides authorization for the City to place the proposed sanitary sewer line associated with Capacity Group 2 Line A 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:
0797484 City of Tyler - Tyler Ind Ld MP 18.89

Drafted/Recommended By:
Department Leader Tiffany Currie, P.E./Kate Dietz, P.E.

Edited/Submitted By:
City Manager

July 17, 2024
Project: 0797484

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 18.89 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. 0797484 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: 18.89, Tyler Industrial Lead
Location: Tyler, Smith County, Texas

THIS AGREEMENT ("Agreement") is made and entered into as of July 17, 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 July 15, 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. 0797484)
1400 Douglas Street, MS 1690
Omaha, Nebraska 68179

If to Licensee: CITY OF TYLER
511 W Locust St.
Tyler, Texas 75702

Article 12. SPECIAL PROVISION – CONSTRUCTION OBSERVATION.

Licensor requires Licensee to provide monitoring of tracks and construction observation through Licensor approved observer named below during all construction and installation work. Licensee is to directly coordinate services with the named inspector:

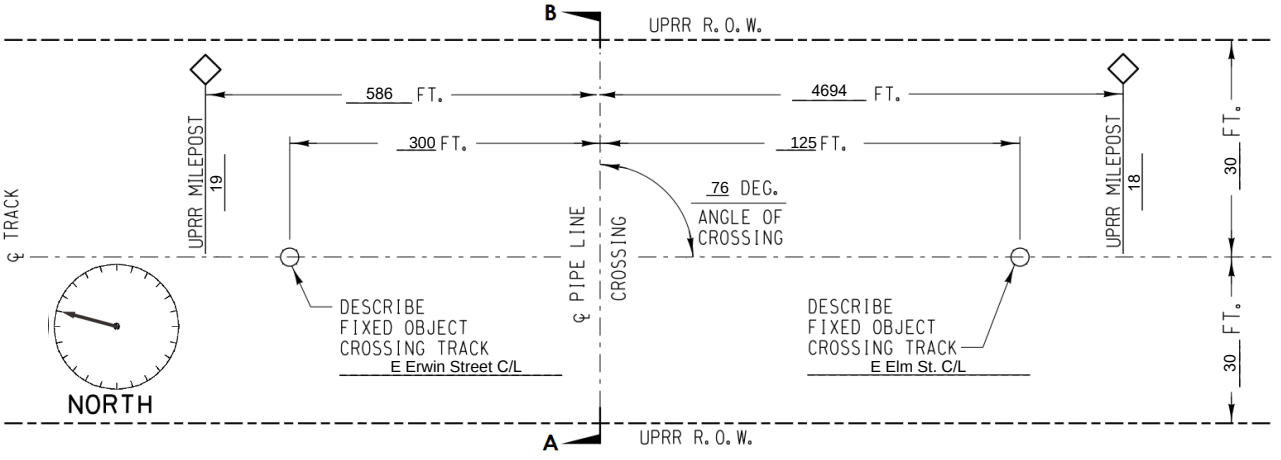
Railpros Field Services
Email: RP.Utility@railpros.com
Phone (682)223-5271

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

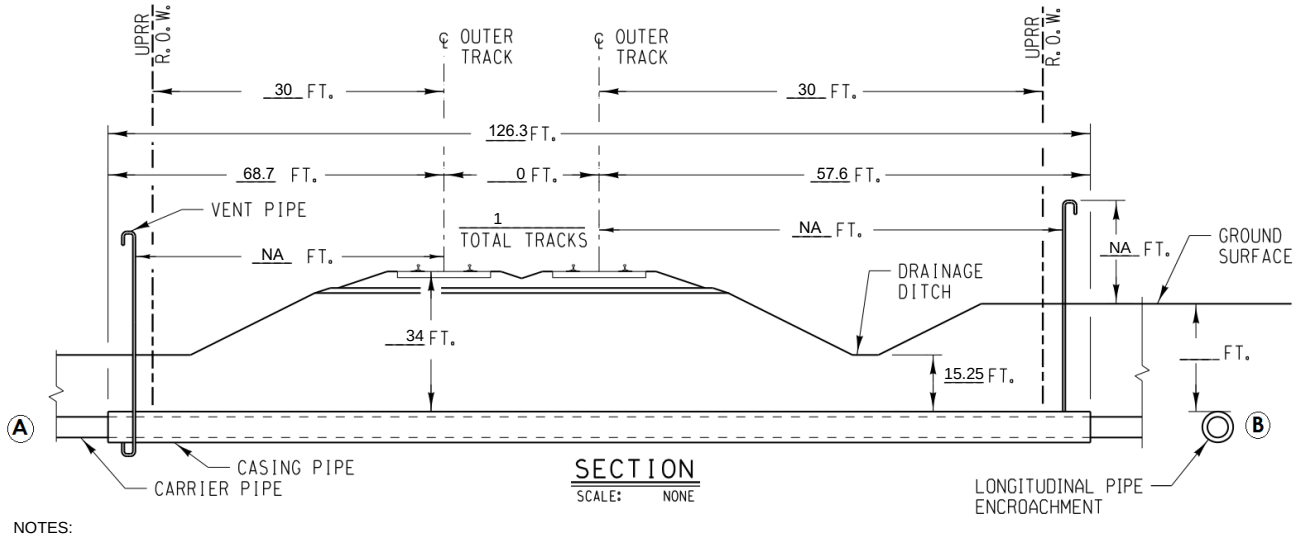
UNION PACIFIC RAILROAD COMPANY	**CITY OF TYLER**
By: _____	By: _____
Craig O Benson *Sr Mgr Real Estate - Contracts*	Name Printed: _____ Title: _____

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: 130 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
70 AND 60.

BUILDING AMERICA®

EXHIBIT "A"

SUBDIVISION: Tyler Ind. Ld.	
TRACK TYPE: MAINLINE	
M.P.: 18.89	LAT.: 32.35
E.S.M.: 984+17 ±	LONG.: -95.29805556
NEAREST CITY: TYLER	COUNTY: SMITH — STATE: TX
APPLICANT: CITY OF TYLER	
FILE NO.: 0797484	DATE: 7/152024

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-14

Date: August 14, 2024

Subject: Request that the City Council consider authorizing the City Manager to execute an Additional Engineering Services Contract, in an amount not to exceed $152,700 with Langan Engineering for the Consent Decree Group 4 Remedial Measures Implementation ASR 3.

Item Reference: **legaldesk 8218; 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) 3 scope with Langan Engineers provides for known sanitary sewer issues on gravity mains and manholes/tees across Tyler. The sewer lines and manholes/tees are experiencing various issues that do not allow CCTV crews the full access needed for inspection. Langan will provide construction work orders, construction administration, and resident

project representative (RPR) field observations for the problem line work.

Scope of service is attached for review.

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to execute an Additional Engineering Services Contract, in an amount not to exceed $152,700 with Langan Engineering for the Consent Decree Group 4 Remedial Measures Implementation ASR 3.

Attachments:
Group 4 Remedial Measures Implementation - Langan Adams Executed Contract
ASR No.3 - problem line RPR and CA

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

STATE OF TEXAS §

COUNTY OF SMITH §

STANDARD FORM OF AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This AGREEMENT is entered into, with an Effective Date of September 2, 2021 [*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 **Langan | Adams** (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 **"Group 4 Remedial Measures Implementation"** (hereinafter called the Project).

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

SECTION 1—BASIC SERVICES OF ENGINEER OR ARCHITECT

1.1. General.

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

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

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

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

1.2. Study and Report Phase.

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

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

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

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

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

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

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

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

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

1.3. Preliminary Design Phase.

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

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

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

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

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

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

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

1.4. Final Design Phase.

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

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

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

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

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

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

1.5. Bidding or Negotiating Phase.

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

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

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

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

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

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

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

1.6. Construction Phase.

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

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

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

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

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

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

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

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

thereto.

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

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

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

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

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

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

1.7. Operational Phase.

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

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

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

SECTION 2—ADDITIONAL SERVICES OF E/A

2.1. Services Requiring Authorization in Advance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2. Required Additional Services.

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

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

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

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

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

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

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

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

SECTION 3—OWNER'S RESPONSIBILITIES

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

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

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

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

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

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

3.4.2. appropriate professional interpretations of all of the foregoing;

3.4.3. environmental assessment and impact statements;

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

3.4.5. property descriptions;

3.4.6. zoning, deed and other land use restrictions;

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 4—PERIODS OF SERVICE

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

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

SECTION 5—PAYMENTS TO ENGINEER AND/OR ARCHITECT CONSULTANT

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

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

- **Total Not-to-Exceed Contract Price** = **$1,850,000**

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

5.2. Times of Payment.

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

SECTION 6—CONSTRUCTION COST AND OPINIONS OF COST

6.1. Construction Cost.

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

6.2. Opinions of Cost.

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

SECTION 7—GENERAL CONSIDERATIONS

7.1. Termination.

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

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

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

7.2. Reuse of Documents.

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

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

7.3. Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

7.4. Additional Insured Endorsements.

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

The form of the endorsement(s) shall be:

Option 1:

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

AND, the additional endorsement of

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

Option 2:

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

AND, the additional endorsement of

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

Option 3:

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

AND, the additional endorsement of

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

E/A shall attach actual copies of the endorsements.

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

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

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

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

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

7.6. Waiver of Subrogation.

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

7.7. Subconsultants' Insurance.

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

7.8. Insurance Effective Until Completion.

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

7.9. Right to Revise or Reject Insurance.

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

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

7.10. Certificate of Insurance.

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

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

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

7.11. Insurance - No Limit on Obligation to Pay.

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

responsibility for payment of damages resulting from his operations.

7.12. Non-compliance; Breach.

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

7.13. Indemnity.

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

7.14. Certificate of Interested Parties.

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

7.15. Controlling Law.

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

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

7.16. Successors and Assigns.

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

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

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

SECTION 8—SPECIAL PROVISIONS, SCHEDULES, AND EXHIBITS

8.1. Special Provisions.

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

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

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

8.2. Exhibits.

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

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

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

8.3. Entire Agreement.

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

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

8.4. Effective Date.

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

8.5. Severability.

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

8.6. Waiver.

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

8.7. Notices.

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

E/A:
Langan | Adam
Attn: Carter Delleney
1101 E SE Loop 323, Suite 101
Tyler, TX 75701

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

8.8. Venue.

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

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

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

FOR THE CITY OF TYLER, TEXAS:

ATTEST:

By: Edward Broussard 9/2/21
City Manager Date

By: Cassandra Brager
City Clerk

Edward Broussard
Printed Name

Cassandra Brager
Printed Name

CITY OF TYLER SEAL TEXAS

APPROVED:

By: Steven M. Kean 9/2/21
City Attorney's Office Date

Steven M. Kean
Printed Name

RECOMMENDED:

By: Kate Dietz 8/31/21
Department Leader Date

Kate Dietz
Printed Name KD

CITY COUNCIL APPROVAL:

AGENDA ITEM NUMBER: M-7
DATE APPROVED: 8/11/2021

FOR THE E/A:

By: G. Robert Adams 8.23.21
Date

G. Robert Adams, PE - Principal / VP
Printed Name

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 24th day of AUGUST, 2021.

Nathan A Stark
Notary Public In and For The State of Texas

My Commission Expires: 2/6/22

NATHAN A STARK
Notary's Printed Name

NATHAN A. STARK
Notary Public, State of Texas
Comm. Expires 02-06-2022
Notary ID 131438434



INDEX OF EXHIBITS

Exhibit A - E/A's Scope of Service

Exhibit B - E/A's Project Schedule

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

Exhibit D - Certificates of Insurance and Endorsements

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

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

Exhibit A - E/A's Scope of Service

EXHIBIT A – CONSULTANT'S SCOPE OF BASIC SERVICES

PROJECT DESCRIPTION

This project includes the programming, design, bidding, and construction phase services for the Group 4 Remediation Measures as identified by Pipeline Analysis. This is a not to exceed contract with task order authorizations. Programming, design, bidding, and engineering construction phase services are expected to be authorized by individual task orders to be paid lump sum. Construction observation services will be billed hourly based on the schedule of fees. The scope, schedule, and budget of each task order will be detailed in the task order, but an overview of anticipated tasks are listed below. According to the Group 4 Annual Condition Remedial Measures Plan dated July 1, 2021 from Pipeline Analysis, there are 477 identified defect locations (35,821 linear feet) related to mainlines and 1,364 identified defect locations related to manholes or cleanouts. ENGINEER understands that all construction activities outlined in the plan and related to Group 4 shall be completed by the end of 2023.

SCOPE OF SERVICES

Task 1 Due Diligence (Programming) Phase: ENGINEER shall provide services to the OWNER at the start of the project to determine the best methods to execute the construction tasks, consisting of:

- Data Review - Available data will be gathered from the OWNER, Pipeline Analysis, and other Stakeholders to be reviewed for incorporation in the program delivery methods/documents.
- Standard Designs, Details, and Specifications - Existing City standards and specifications will be compiled and reviewed. Standard methods and specifications will be developed as necessary for new construction methods or products.
- Site Evaluation - Locations identified for rehabilitation in Group 4 will be virtually located using Geographic Information System (GIS) or visited and evaluated for constructability and any site-specific issues that will affect design or construction. ENGINEER will also evaluate ingress/egress issues and surface constraints.
- Construction Packaging - Group 4 remediation locations will be evaluated and grouped according to construction method, location, and/or size in order to realize an economy of scale for mainline and manhole defects.
- Program Oversight and Administration - provide general oversight/administration of Group 4 remedial measures in order to maintain continuity from programming through the end of construction.
- The results of this task will be reviewed and agreed upon with the OWNER. The programming phase will be complete before any necessary subconsultants are given notice to proceed on design tasks.

Task 2 Design Phase:

1. **Preliminary Design Phase**
   - Topographic and Boundary Survey - Most construction packages will be prepared based on available GIS data. Where necessary, ENGINEER shall coordinate on behalf of OWNER to procure the services of a qualified Registered Professional Land Surveyor for topographic and boundary surveys of the specific sites per OWNER requirements.
   - Other Specialized Design Support - If necessary, specialized services such as Subsurface Utility Engineering (SUE) or geotechnical engineering will be included in the task order scope of services.
   - Meetings and Submittals - This task includes one (1) meeting at the completion of the fifty percent (50%) design milestone. If it becomes necessary to attend additional meetings to complete certain tasks due to changes in scope by the OWNER, additional meetings will be considered Additional Services. Should this occur ENGINEER will notify the OWNER of such an event and identify additional scope and fees prior to commencing with any Additional Services.
   - Opinion of Probable Cost - ENGINEER shall prepare an Opinion of Probable Construction Cost (OPCC), based upon the proposed design plans at the 50% and final design completion milestones for review and use by the OWNER. The proposed OPCC's will include contingencies (15% at 50% design, and 10% at final design) to cover unforeseen fluctuations in construction cost. OPCC's are based on ENGINEER's judgment as a professional generally familiar with the construction industry. However, because ENGINEER has no control

over the costs of labor, materials, equipment, or services furnished by others, or over CONTRACTORS' methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from OPCC's prepared by ENGINEER.

- Utility Coordination - ENGINEER shall coordinate with the appropriate franchise utilities, property owners, business owners, TxDOT and OWNER in order that the work might progress in an orderly and expeditious fashion as required. Permitting is excluded from this task. However, certain issues might arise where negotiations are required and necessary steps may be needed beyond the scope of engineering design, either of a political, legal, monetary or other nature. In such instances, ENGINEER shall not be liable for such negotiations past the initial contact and briefing concerning the engineering aspects and conditions of the situation.
- Construction Documents - The following plans are typically required for such improvements. Some drawings may be combined, depending on the complexity of the particular drawings. Some of these documents will not be prepared for the preliminary submittal. All drawings may not be required for this project, depending on the specific construction package.
    - Cover Sheet
    - Program specific general notes
    - Demolition Plan
    - Site Plan and Project Control Map
    - Paving Plan
    - Sanitary Sewer Plan and Profiles
    - Water (Plan View Only)
    - Access Plan
    - Traffic Control Plan
    - Erosion Control Plan
    - Program Standard Details
    - Landscape and Irrigation are specifically excluded

2. Final Design Phase:

ENGINEER shall prepare bid packages using standard OWNER forms and documents, pursuant to comments from OWNER, for bidding and shall provide necessary quantities for the contract documents, prepare bid proposals, and submit to the OWNER for final review. This task includes one (1) meeting at the final design milestone.

3. Bidding or Negotiating Phase:

Some work packages will be publicly bid on CivCast and advertised in the Tyler Morning Telegraph. Plans will be made available online and can be made available locally for a fee to the bidder. ENGINEER shall assist the OWNER in evaluating bids and provide a final bid tabulation sheet and recommendation of award at the completion of the bidding process. ENGINEER attendance at a pre-bid meeting and bid-opening is included.

Task 3 Construction Phase Services:

1. Construction Administration

A. Project Management

i. Kickoff Meeting - Support OWNER in preparing an agenda for one (1) preconstruction meeting prior to the start of construction. Attend preconstruction meeting and participate in discussion related to design, scope, permitting, and other construction related topics in support of OWNER.
(EXCLUSIONS & CLARIFICATIONS: Meeting dates, times, and locations to be determined by others but mutually agreeable to ENGINEER and OWNER, Meeting facilities, handouts, and/or other materials necessary to facilitate discussion to be provided by others.)

ii. Status Calls - As necessary throughout PROJECT, schedule, prepare for, and conduct status meetings via Teams with OWNER to provide adequate updates with regard to status, schedule, deliverables, and other related items.

iii. Internal Coordination - As necessary throughout PROJECT, schedule, prepare for, and conduct internal project team meetings with team members to review project status, scope, and deliverables in accordance with the contract and project work plan.

iv. Invoicing - Prepare and submit to OWNER invoices for all services rendered on a monthly basis in accordance with payment and invoicing terms of the contract.

B. General Administration
   i. Consult with and advise OWNER as OWNER's representative per the Standard General Conditions.
   ii. Extent and limitations of the duties, responsibilities, and authority of ENGINEER and OWNER as assigned in said Standard General Conditions shall not be modified except as ENGINEER may otherwise agree in writing. All of OWNER's instructions to CONTRACTOR will be issued through ENGINEER who shall have authority to act on behalf of OWNER in dealings with CONTRACTOR to the extent provided in this Agreement and said Standard General Conditions except as otherwise provided in writing by OWNER.

C. Visits to Site
   i. Schedule, coordinate, and complete visits to the PROJECT during construction. Conduct visits on a monthly basis.
   ii. Site visits provided are to observe the progress and quality of the various aspects of CONTRACTOR's work as an experienced and qualified design professional.

D. Clarifications & Interpretations
   i. Prepare and issue clarifications and interpretations of/to the Contract Documents as appropriate to support the orderly completion of the PROJECT.
   ii. Clarifications and interpretations shall be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER may issue field orders authorizing minor variations from the requirements of the Contract Documents.

E. Change Orders & Work Directives
   i. Recommend change orders and/or work change directives to OWNER as appropriate and prepare change orders and/or work change directives for issuance to CONTRACTOR as required.

F. Shop Drawings
   i. Review and respond to (with approval or other appropriate action) shop drawings, samples, and/or other data that CONTRACTOR is required to submit for conformance with information given in the Contract Documents and compatibility with the design concept of the completed PROJECT as a functioning whole as indicated in the Contract Documents.
   ii. Review and response/approval or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incidental thereto.

G. Substitutes
   i. Evaluate, determine, and advise OWNER on the acceptability of substitutes or "or-equal" materials and equipment proposed by CONTRACTOR.
   ii. Final responsibility for all materials and equipment shall remain with CONTRACTOR.

H. Inspections & Tests
   i. Coordinate with CONTRACTOR and OWNER to schedule inspections and/or tests of specialized equipment, materials, or other PROJECT components. Attend inspections and/or tests as representative of the OWNER.
   ii. Receive and review all certificates of inspections, tests and approvals required by laws, rules, regulations, ordinances, codes, orders and/or the Contract Documents. Review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents.
   iii. ENGINEER shall be entitled to rely on the results of such tests.

I. Disagreements between ENGINEER & CONTRACTOR
   i. Evaluate and render initial decisions on all claims of OWNER and CONTRACTOR relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.
   ii. In rendering such decisions, ENGINEER shall be fair and not show partiality to OWNER or CONTRACTOR and shall not be liable in connection with any decision rendered in good faith in such capacity.

J. Applications for Payment
   i. Determine amounts owing to CONTRACTOR and recommend in writing said payments to CONTRACTOR in such amounts based on periodic on-site observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying data and schedules.
   ii. Such recommendations for payment will constitute ENGINEER's representation to OWNER. based on such observations and review that, to the best of ENGINEER's knowledge, information, and belief, the work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the work.
   iii. In the case of unit price work, ENGINEER's recommendations for payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by Contract Documents).
   iv. By recommending any payment ENGINEER shall not thereby be deemed to have represented that on-site observations made by ENGINEER to check the quality or quantity of CONTRACTOR's work as it is performed and furnished have been exhaustive, extended to every aspect of the work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER's review of CONTRACTOR's work for the purposes of recommending payments nor ENGINEER's recommendation of any payment (including final payment) will impose on ENGINEER responsibility to supervise, direct, or control such work or for the means, methods, techniques, sequences or procedures of construction or safety precautions or programs incident thereto, or CONTRACTOR's compliance with laws, rules, regulations, ordinances, codes, or orders applicable to CONTRACTOR's furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to OWNER free and clear of any liens, claims, security interests or encumbrances, or that there may not be other matters at issue between OWNER and CONTRACTOR that might affect the amount that should be paid.

K. CONTRACTOR's Completion Documents
   i. Receive and review schedules, guarantees, bonds, certificates, or other evidence of insurance required by the Contract Documents; certificates of inspection, tests, and approvals; and marked- up asset change form documents.
   ii. Documents referenced above are to be assembled by CONTRACTOR in accordance with the Contract Documents to obtain final payment and the extent of ENGINEER review(s) will be in accordance with the terms of this Agreement.
   iii. Upon review, transmit documents received to OWNER.
   iv. Compile asset change forms completed by the CONTRACTOR, as-built/record drawings and transmit to OWNER, showing all final, as-built conditions based on markups, redlines, and comment provided by CONTRACTOR through PROJECT.

L. Substantial Completion
   i. Following notice from CONTRACTOR that CONTRACTOR considers the entire PROJECT ready for its intended use, conduct a single inspection (accompanied by CONTRACTOR and OWNER) to determine if PROJECT is substantially complete.
   ii. If, after considering any objections of OWNER, ENGINEER considers PROJECT substantially complete, deliver a separate certificate of Substantial Completion to OWNER and CONTRACTOR.
   iii. Identify in writing and transmit to OWNER and CONTRACTOR any work considered to be incomplete.

M. Final Notice of Acceptability of the Work
   i. Conduct a final inspection of PROJECT for each contract to determine if completed work of CONTRACTOR is acceptable.
   ii. If, after considering any objections of the OWNER, ENGINEER considers PROJECT completed, recommend, in writing, final payment to CONTRACTOR.

iii. Accompanying the recommendation for final payment, provide a notice that the work is acceptable to the best of ENGINEER's knowledge, information, and belief and based on the extent of services performed and furnished by ENGINEER under this Agreement.

N. Limitation of Responsibilities

i. ENGINEER shall not be responsible for acts or omissions of any CONTRACTOR or of any subcontractor, supplier, or of any other person or organization performing or furnishing any of the work for the PROJECT.

ii. ENGINEER shall not be responsible for CONTRACTOR's failure to perform or finish the work in accordance with Contract Documents.

2. Resident Project Representative

The purpose of Resident Project Representative (RPR) at the PROJECT will be to.

- Enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase;
- By the exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of CONTRACTOR will conform in general to the contract documents, design drawings, and/or specifications; and,
- By the exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the integrity of the design concept of the completed PROJECT as a functioning whole as indicated in the Contract Documents has been implemented and preserved by CONTRACTOR.

Visits and observations by RPR are not intended to be exhaustive or to extend to every aspect of the work in progress or to involve detailed inspections of PROJECT beyond responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents, but rather are to be limited to periodic observation, spot checking, selective sampling, and/or similar methods of general observation of the work based on RPR's exercise of qualified judgment.

ENGINEER shall not, during such PROJECT site visits or as a result of such observations of CONTRACTOR's work in progress, supervise, direct or have control over CONTRACTOR's work. Nor shall ENGINEER have authority over or responsibility for:

- The means, methods, techniques, sequences, or procedures of construction selected by CONTRACTOR;
- Safety precautions and programs incident to the work of CONTRACTOR; or
- Any failure of CONTRACTOR to comply with laws, rules, regulation›, ordinances, codes, or orders applicable to CONTRACTOR's furnishing and performing the work.

Accordingly, the RPR neither guarantees the performance of any CONTRACTOR nor assumes responsibility for any CONTRACTOR's failure to furnish and perform its work in accordance with the Contract Documents. Responsibilities of the RPR contained in this paragraph are expressly subject to express or general limitations in this Agreement.

Services provided by RPR include the following:

A. Observation of Work

i. Provide the services of a full-time RPR at the site to assist ENGINEER and to provide more continuous observations of such work for the duration of the construction task.

ii. Furnishing of such services will not extend ENGINEER's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.

iii. Based on information obtained during visits and observations, ENGINEER shall determine in general if such work is proceeding in accordance with the Contract Documents and shall keep OWNER informed of PROJECT progress.

iv. Defective Work: During visits and on the basis of observations, ENGINEER and/or RPR shall have authority to disapprove of or reject CONTRACTOR's work while it is in progress if ENGINEER believes that such work will not produce a completed PROJECT, that conforms generally to the Contract Documents, or that it will prejudice the integrity of the design concept of the completed PROJECT as a functioning whole as indicated in the Contract Documents.

B. Schedules

i. Review the CONTRACTOR progress schedule, schedule of shop drawings and submittals, and any other schedules prepared by CONTRACTOR and provide written comments to OWNER as appropriate throughout PROJECT.

C. Conferences and Meetings
   i. Attend preconstruction meeting, monthly progress meetings, and PROJECT element review meetings for specialized installations with CONTRACTOR.
   ii. Prepare minutes of formal meetings to, at minimum, all meeting attendees and OWNER. (EXCLUSIONS & CLARIFICATIONS: Meeting dates, times, and locations to be determined by others but mutually agreeable to ENGINEER, RPR, and OWNER. Meeting facilities, handouts, and. or other materials necessary to facilitate discussion to be provided by others.)

D. Liaison
   i. Serve as ENGINEER's liaison with CONTRACTOR (working principally through CONTRACTOR's superintendent) and assist in providing information regarding the intent of the Contract Documents.
   ii. Assist ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-site operations.
   iii. Assist in obtaining from OWNER additional details or information when required for proper execution of PROJECT.

E. Interpretation of Contract Documents
   i. Report to ENGINEER/OWNER when clarifications and interpretations of Contract Documents are needed.
   ii. Transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER/OWNER.

F. Shop Drawings and Submittals
   i. Maintain shop drawing and submittal record log, available for review by OWNER at any time.
   ii. Advise ENGINEER and CONTRACTOR of commencement of any portion of PROJECT requiring a shop drawing or submittal for which RPR believes the submittal has not been approved by ENGINEER. Failure on the part of the RPR to provide notification to CONTRACTOR shall in no way relieve CONTRACTOR of his/her responsibilities to identify, prepare, and submit shop drawings and/or submittals in a timely manner for the proper execution of PROJECT nor shall failure on the part of the RPR to provide notification serve as justification for any time extension.

G. Modifications
   i. Consider and evaluate CONTRACTOR's suggestions for modifications to the Contract Documents and report such suggestions, together with RPR's recommendations, to ENGINEER/OWNER.
   ii. Transmit to CONTRACTOR, in writing, decisions as issued by ENGINEER/OWNER.

H. Review of Work
   i. Conduct on-site observations of CONTRACTOR's work in progress to assist ENGINEER in determining if work is, in general, proceeding in accordance with Contract Documents.
   ii. Report to ENGINEER whenever RPR believes that any part of CONTRACTOR's work in progress will not produce a complete project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed PROJECT as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made
   iii. Advise ENGINEER of that part of work in progress that RPR believes should be corrected, rejected, uncovered for observation, or requires special testing, inspection or approval.

I. Inspections, Test, and System Start-ups
   i. Consult with ENGINEER in advance of scheduled major inspections, tests of important phases of PROJECT.
   ii. Observe, record, and report to ENGINEER appropriate details relative to test procedures.
   iii. Accompany visiting inspectors representing public or other agencies having jurisdiction over the PROJECT and record results of these inspections. Provide a copy of all such reports to ENGINEER and OWNER.

J. Records
   i. Maintain orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including addenda, change orders, field orders, additional drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of Contract Documents, progress reports, shop drawings and submittals received from the delivered to CONTRACTOR, and other specific PROJECT related documents.

ii. Prepare a daily observation report or keep a diary or log book recording CONTRACTOR's on site, weather conditions, data relative to questions of change orders, field orders, or changed conditions, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures. Provide copies of all such reports to ENGINEER.
iii. Maintain records for use in preparing project documentation.
iv. Upon completion of PROJECT, furnish original set of all RPR specific PROJECT documentation to ENGINEER.

K. Reports
i. Furnish to ENGINEER periodic reports, as required, of progress of PROJECT and of CONTRACTOR's compliance with the progress schedule of shop drawings and submittals.
ii. Draft and recommend to ENGINEER proposed change orders and field orders. Obtain backup material from CONTRACTOR as required.
iii. Furnish to ENGINEER and OWNER copies of all inspection and/or test reports.
iv. Immediately notify ENGINEER of the occurrence of any PROJECT accident, emergencies, Acts of God endangering the PROJECT, damage to property by fire or other cases, or the discovery of any constituent of concern.

L. Payment Request
i. Review applications for payment as submitted by CONTRACTOR for compliance with established procedures for their submission.
ii. After review, forward applications for payment with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the work completed and materials delivered at the PROJECT site but not incorporated in the work.

M. Certificates, Operation and Maintenance Manuals
i. During the course of the PROJECT, verify that materials and equipment certificates, and other data required by the specifications to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with Contract Documents.
ii. Have all such documents delivered to ENGINEER for review and forwarding to OWNER prior to payment for that part of the PROJECT.

N. Completion
i. Participate in a final inspection in the company of ENGINEER, OWNER, and CONTRACTOR.
ii. Prepare a final list of items to be completed and deficiencies to be remedied following such inspection.
iii. Observe whether all items on the final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance and issuance of the notice of acceptability of the work.
iv. Record Drawings. Upon completion of construction of the improvements for each PROJECT, ENGINEER shall prepare record drawings for submittal to the OWNER, based upon the CONTRACTOR plan markups, indicating any field changes noted by the CONTRACTOR that may have occurred during the construction process.

ADDITIONAL SERVICES (NOT A PART OF THIS CONTRACT)

We have made significant efforts to determine the anticipated project scope and to provide an appropriate scope of services. However, it is possible that unforeseen work (Additional Services) could be necessary. Unforeseen conditions are usually not well defined until the project is underway. Therefore, ENGINEER will not perform or invoice for any Additional Services without prior notification and discussion with the OWNER. The following list of Additional Services is not included in the limited scope above, but can be provided if necessary by ENGINEER upon request or necessity:

- Sanitary Sewer Mainline Reroutes
- Property Acquisition, Negotiation, Relocation, Easements, or other right-of-way services
- Topographic or Boundary Survey
- Storm Drainage Detention Evaluation, calculation, or design
- Environmental Site Assessments beyond Phase 1, such as archaeological, cultural, endangered species or other specialty surveys
- Noise Study
- Value Engineering or changes to plans to reduce construction costs

- TxDOT permitting
- Construction Staking, Field Surveying, Tree Survey/Identification
- Stream hydraulics and related FEMA flood studies or floodplain delineation
- Wetland determination, wetlands delineation, evaluation, permitting and mitigation
- Cut and fill analysis or tabulations or other earthwork computer modeling

As mentioned above, fee estimates for individual task orders will include all necessary services to complete that task order. The exclusions above are not anticipated to be necessary for the task orders, but can be provided where necessary. All additional fees required by the PROJECT will be billed at a cost pursuant to the rates listed in the attached Schedule of Fees or based on a supplemental agreement after the scope of services is more defined. The OWNER will be notified prior to conducting any analyses or initiating any activities that would significantly affect the scope of work.

Exhibit B - E/A's Project Schedule

Exhibit B - PROJECT SCHEDULE

ENGINEER shall complete its services with the following time specific time period upon OWNER's notice to proceed. ENGINEER will work concurrently on both manhole and mainline defects. According to the Group 4 Annual Condition Remedial Measures Plan dated July 1, 2021 from Pipeline Analysis, there are 477 identified defect locations (35,821 linear feet) related to mainlines and 1,364 identified defect locations related to manholes or cleanouts. ENGINEER understands that all construction activities outlined in the plan and related to Group 4 shall be completed by the end of 2023.

Remedial Measures - Manhole Defects:

1. Complete Task 1 Due Diligence (Programming) Phase: 2 months (September '21 – October '21)
2. Complete Task 2 Design Phase: 6 months (November'21 – April '22)
3. Complete Task 3 Construction Phase Services: 407 working days (19 months) following issuance of notice to proceed to Contractor. (June '22 – December '23)

Remedial Measures - Mainline Defects:

1. Complete Task 1 Due Diligence (Programming) Phase: 2 months (September '21 – October '21)
2. Complete Task 2 Design Phase: 4.5 months (November '21 – Mid-March '22)
3. Complete Task 3 Construction Phase Services: 417 working days (19.5 months) following issuance of notice to proceed to Contractor (Mid-May '22 – December '23)

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

Exhibit C – POSSIBLE FEE BREAKDOWN AND SUMMARY

Remedial Measures - Manhole Defects:		
Task 1 Due Diligence (Programming) Phase	$83,400	Lump Sum
Task 2 Design Phase	$312,750	Lump Sum
Task 3 Construction Phase Services	$82,210	Lump Sum
Part-Time Resident Project Representative	$211,640	Hourly and Reimbursable[1,3]
Reimbursable Expenses	$5,000	Reimbursable
Total	$695,000	

Remedial Measures - Mainline Defects:		
Task 1 Due Diligence (Programming) Phase	$138,600	Lump Sum
Task 2 Design Phase	$519,750	Lump Sum
Task 3 Construction Phase Services	$274,810	Lump Sum
Part-Time Resident Project Representative	$216,840	Hourly and Reimbursable[2,3]
Reimbursable Expenses	$5,000	Reimbursable
Total	$1,155,000	

Total Not to Exceed Fee Budget: $1,850,000

Notes:

1. Construction Phase Part-Time Resident Project Representative (4 hours per day on average) assumes a construction period of 19 consecutive months. ENGINEER's work on these tasks beyond the construction period will be billed at current hourly rates.
2. Construction Phase Part-Time Resident Project Representative (4 hours per day on average) assumes a construction period of 19.5 consecutive months. ENGINEER's work on these tasks beyond the construction period will be billed at current hourly rates.
3. Compensation to be billed monthly for ENGINEER's services based on time charged by each task at the current hourly rates.

LANGAN | Adams

SCHEDULE OF FEES

BILLING CATEGORY	HOURLY BILLING RATE
Technician I	85
Technician II	95
Technician III	105
Staff Personnel - Level I	120
Staff Personnel - Level II	125
Staff Personnel - Level III	130
Senior Staff Personnel - Level I	135
Senior Staff Personnel - Level II	140
Senior Staff Personnel - Level III	145
Project Personnel - Level I	150
Project Personnel - Level II	175
Project Personnel - Level III	185
Senior Project Personnel - Level I	195
Senior Project Personnel - Level II	210
Associate/Senior Project Personnel - Level III	225
Senior Associate	250
Principal	275
Senior Principal	325

- Managing Principals are billed at $375/Hour
- Senior Consultants are billed at $400/Hour

8951 Cypress Waters Blvd, Suite 150
Dallas, Texas 75019
817.328.3200

13785 Research Blvd., Suite 125
Austin, Texas 78759
512.218.4263

1101 E. SE Loop 323, Suite 101
Tyler, Texas 75701
903.324.8400

Exhibit D - Certificates of Insurance and Endorsements

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

CERTIFICATE OF LIABILITY INSURANCE

4/1/2022 | DATE (MM/DD/YYYY) 8/20/2021 | 345

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	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1493779 LANGAN ENGINEERING & ENVIRONMENTAL SERVICES, INC 300 KIMBALL DRIVE, 4TH FLOOR PARSIPPANY NJ 07054 CARTER DELLENEY	INSURER A : National Fire Insurance Co of Hartford — NAIC # 20478 INSURER B : The Continental Insurance Company — 35289 INSURER C : Valley Forge Insurance Company — 20508 INSURER D : American Casualty Company of Reading, PA — 20427 INSURER E : Evanston Insurance Company — 35378 INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 17782535 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	Y	Y	7014708217	4/1/2021	4/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 500,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	N	Y	6016359856	4/1/2021	4/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	[X] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	Y	Y	6045964169	4/1/2021	4/1/2022	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $ XXXXXXX
C D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	6016359842 (AOS) 6016359873 (CA) 6057485432 (NY)	4/1/2021 4/1/2021 4/1/2021	4/1/2022 4/1/2022 4/1/2022	[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
E	PROF LIAB INCL POLL LIAB	N	N	MKLV7PL0004634	4/1/2021	4/1/2022	PER CLAIM $1M, AGG $2M	

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

CERTIFICATE HOLDER

17782535
CITY OF TYLER
P.O. BOX 2039
TYLER TX 75710

CANCELLATION See Attachments

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

AUTHORIZED REPRESENTATIVE

Joseph M Agnello

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RE: LANGAN PROJECT #532017801; CITY OF TYLER, IN SMITH COUNTY, TEXAS, IS AN ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY, POLLUTION LIABILITY AND EXCESS LIABILITY, THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY, IF REQUIRED BY WRITTEN CONTRACT . WAIVER OF SUBROGATION APPLIES TO GENERAL LIABILITY, AUTO LIABILITY, EXCESS/UMBRELLA LIABILITY, AND WORKERS COMPENSATION/EMPLOYER'S LIABILITY, WHERE ALLOWED BY STATE LAW AND IF REQUIRED BY WRITTEN CONTRACT. XCU COVERAGE IS INCLUDED UNDER THE GENERAL LIABILITY COVERAGE SUBJECT TO THE POLICY TERMS, CONDTIONS AND EXCLUSIONS.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

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

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

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

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

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

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

A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 1001 edition of CG2037; or

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

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

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

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

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

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

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

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

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

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

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

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

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

Primary and Noncontributory Insurance

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

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured. But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

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

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

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

1. give the Insurer written notice of any **claim,** or any **occurrence** or offense which may result in a **claim;**
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim;** and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part.** However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to insurance on which the additional insured is a named insured.

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

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

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

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

B. was executed prior to:

   1. the **bodily injury** or **property damage;** or
   2. the offense that caused the **personal and advertising injury;**

   for which the additional insured seeks coverage.

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

All other terms and conditions of the Policy remain unchanged.

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Name Insured:	Endorsement Number:
Langan Engineering, Environmental, Surveying, Landscape Architecture and Geology, D.P.C.	1

Policy Number:	This Endorsement, effective at 12:01 a.m. :
MKLV7PL0004634	04/01/2021

Issued By (Name of Insurance Company):

EVANSTON INSURANCE COMPANY

CPL ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

In consideration of the payment of premium and the Deductible by you and in reliance upon the statements in the Application made a part hereof, we agree with you, subject to all the terms, exclusions and conditions of the policy and the terms and conditions of this endorsement, that with respect to

COVERAGE B: CONTRACTOR'S POLLUTION LIABILITY, the following changes shall apply:

I. Pursuant to DEFINITIONS (Section VIII) definition of "insured" is amended to include as an "insured" any person or organization who you are required to add as an additional insured on this policy under a written contract or written agreement executed and effective prior to the performance of your "covered operations" which is the subject of such written contract or written agreement.

II. The insurance provided to the additional insured person or organization applies only to "claims" arising out of a "pollution event" but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by:

A. Your acts or omissions; or

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

and resulting directly from your "covered operations" or "completed operations" of the "covered operations", which is the subject of the written contract or written agreement, performed for the additional insured person or organization.

III. However, regardless of the provisions above

A. We will not extend any insurance coverage to any additional insured person or organization:

1. That is not provided to you in this policy; or

2. That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement; and

B. We will not provide Limits of Insurance to any additional insured person or organization that exceeds the lower of:

1. The Limits of Insurance provided to you in this policy; or

2. The Limits of Insurance you are required to provide in the written contract or written agreement.

IV. The insurance provided to the additional insured person or organization does not apply to "bodily injury" or "property damage" arising out of the rendering or failure to render any professional architectural, engineering or surveying services including:

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

B. Supervisory, inspection, architectural or engineering activities.

V. The additional insured must see to it that:

A. We are notified as soon as practicable of a "pollution event" that may result in a claim;
B. We receive written notice of a "claim" as soon as practicable; and

C. A request for defense and indemnity of the "claim" or suit will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured, if the written contract or written agreement requires that this coverage be primary and non-contributory.

VI. For the coverage provided by this endorsement:

A. OTHER INSURANCE, CONDITIONS (Section XV.), is deleted and replaced with the following:

1. This insurance is primary insurance as respects our coverage to the additional insured person or organization, where the written contract or written agreement requires that this insurance be primary and non-contributory with respect to any other policy upon which the additional insured is a Named Insured. In that event, we will not seek contribution from any other such insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.

B. OTHER INSURANCE, CONDITIONS (Section XV.)

2. This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "pollution event" or "claim". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

VII. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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

This endorsement modifies insurance provided under the following:

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

SCHEDULE
Name Of Person Or Organization:
Any person or organization whom the Named Insured has agreed in writing in a contract or agreement to waive such rights of recovery, but only if such contract or agreement:
1.is in effect or becomes effective during the term of this Coverage Part; and 2. was executed prior to the bodily injury, property damage or personal and advertising injury giving rise to the claim.

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

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

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

All other terms and conditions of the Policy remain unchanged.

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

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t Part One - Workers' Compensation Insurance G. Recovery From Others and Part Two - Employers' Liability Insurance H. Recovery From Others are amended by adding the following:

Workers Compensation and Employers Liability Insurance
Policy Endorsement

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

It is agreed that **Part One - Workers' Compensation Insurance G. Recovery From Others** and **Part Two - Employers' Liability Insurance H. Recovery From Others are** amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE - Refer to the Schedule of Operations

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is 2%.

All other terms and conditions of the policy remain unchanged.

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

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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]

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

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.

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]

Option 1	**FORM: CG 20 10 10 01** Additional Insured - Owners, Lessees, or Contractors – Scheduled Person or Organization **AND** **FORM: CG 20 37 07 04** Additional Insured – Owners, Lessees, or Contractors – Completed Operations
OR	
Option 2	**FORM: CG 20 10 07 04** Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization **AND** **FORM: CG 20 37 07 04** Additional Insured – Owners, Lessees, or Contractors – Completed Operations
OR	
Option 3	**FORM: GA 4113 11 99** Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization – Your Work **AND** **FORM: GA 233 02 07** Contractors' Commercial General Liability Broadened – with coverage for Completed Operations in conformance to specific written contract

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]

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]

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:
2021-792989

Date Filed:
08/19/2021

Date Acknowledged:

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

Langan Engineering
Tyler, TX United States

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

City of Tyler

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

532017800 - Group 4
This project includes the programming, design, bidding, and construction phase services for the Group 4 Remediation Measures.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Carter Delleney, and my date of birth is 8-27-1975.

My address is 1101 E SE Loop 323, Suite 101 (street), Tyler (city), TX (state), 75701 (zip code), USA (country).

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

Executed in Smith County, State of Texas, on the 19 day of August (month), 2021 (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.

LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES, INC.

ADDITIONAL SERVICES REQUEST (ASR)

DATE: 23 July 2024
PROJECT NO. 532017802
ASR NO: 03
ASR TITLE: Problem line RPR and CA tasks

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 issues on gravity mains and manholes/tees across Tyler. The sewer lines and manholes/tees are experiencing various issues that do not allow CCTV crews the full access needed. ENGINEER will provide construction work orders, construction administration (CA), and resident project representative (RPR) field observations for the OWNER. This ASR is also for problem line services previously completed under the Group 4 contract. This ASR specifically excludes geotechnical investigation, sewer main/manhole reroutes, and stormwater drainage design.

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 002.0 – Construction Phase Services
Per the duties outlined in Task 3 Construction Phase Services; 1. Construction Administration of the CONTRACT.

LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES, INC.

ADDITIONAL SERVICES REQUEST (ASR)

DATE: 23 July 2024
PROJECT NO. 532017802
ASR NO: 03
ASR TITLE: Problem line RPR and CA tasks

Task 002.1 RPR Services
Per the duties outlined in Task 3 Construction Phase Services; 2. Resident Project Representative of the CONTRACT.

This Task will be billed to the OWNER based on hourly reimbursable rates with a not-to-exceed maximum budget.

Task 001.0 – Completion.
This Task includes the following:

- ENGINEER to participate in a final inspection in the company of OWNER and CONTRACTOR. Recommend items for correction, as necessary.
- Prepare a final list of items to be completed and deficiencies to be remedied following such inspection.
- Observe whether all items on the final list have been completed or corrected and make recommendations to OWNER concerning acceptance and issuance of the notice of acceptability of the work.

  As-built 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 002.0	Construction Phase Services	$48,500.00
Task 002.1	RPR Services (HOURLY)	$99,200.00
Task 001.0	Completion	$5,000.00
	Basic Services Fee for Tasks 002.0, 001.0:	$53,500.00
	Hourly Services Fee for Task 002.1:	$99,200.00
	ASR # 3 Total Fee:	**$152,700.00**
	Adjusted CONTRACT Amount (currently $1,876,000.00)	**$2,028,700.00**

LANGAN is authorized to proceed with this scope of services.

_____ _____

For Owner: for Langan: G. Robert Adams, PE

cc: Langan team