



City Council November 4, 2025

Notice is hereby given of a Regular Meeting of Nacogdoches City Council to be held on the above date in the City Council Chambers of City Hall, 202 E. Pilar Street, Nacogdoches, Texas, beginning at 5:30 p.m. for the purpose of considering the following agenda items.

Some City Council Members may attend via videoconference but a quorum of the City Council and the Presiding Officer will be present at the above-stated physical location. The meeting will be streamed live at: <https://www.nactx.us/21>. There will be an opportunity for the public to comment on agenda items in person in Council Chambers.

PLEASE LIMIT PRESENTATIONS TO THREE MINUTES (UNLESS PRIOR APPROVAL IS OBTAINED)

1. CALL TO ORDER.
2. PLEDGE OF ALLEGIANCE.
3. OPEN FORUM. Open Forum is an opportunity for citizens to address the City Council about items listed on the agenda, as well as on matters that are not specifically listed on the agenda. Alternatively, a citizen may address the City Council about an agenda item when the item comes up for consideration during the meeting. In order to address the City Council, please complete the Public Comment Form and submit it to the City Secretary prior to the start of the meeting. In accordance with the Texas Open Meetings Act, the City Council will not discuss, deliberate, or make any decisions on items not listed on the agenda. Comments are limited to 3 minutes per person.
4. ITEMS TO BE REMOVED FROM CONSENT AGENDA.
5. CONSENT AGENDA: Items included under Consent Agenda require little or no deliberation by Council. Approval of Consent Agenda authorizes the City Manager or his designee to proceed with conclusion of each in accordance with staff recommendations as reflected in the minutes of this meeting.
 - A. Consider approval of minutes from the Regular City Council Meeting held on October 21, 2025. (City Secretary)
 - B. Consider approval of an Indefinite Deliverable Indefinite Quantity contract by and between the City of Nacogdoches and Core & Main, Inc. for water and sewer repair parts in the amount of \$75,000.00. (Utility Construction Manager)
 - C. Consider approval of an Indefinite Deliverable Indefinite Quantity contract by and between the City of Nacogdoches and Rural Pipe & Supply for water and sewer repair parts in the amount of \$75,000.00. (Utility Construction Manager)
 - D. Consider approval of an Indefinite Deliverable Indefinite Quantity contract by and

between the City of Nacogdoches and Johnson Lab & Supply for water and sewer repair parts in the amount of \$50,000.00. (Utility Construction Manager)

- E. Consider approval of an Indefinite Deliverable Indefinite Quantity contract by and between the City of Nacogdoches and Underground Utility Supply for water repair parts in the amount of \$20,000.00. (Utility Construction Manager)
 - F. Consider approval of the purchase of 20 BK Technologies portable radios and associated appurtenances for \$79,833. (Fire Chief)
 - G. Consider approval of the purchase of six (6) Scott X3 Pro self-contained breathing apparatus(SCBA) and seven (7) carbon fiber SCBA air tanks, utilizing HGAC Cooperative Purchasing Contract No. EE-1125, in the amount of \$49,347.75. (Fire Chief)
 - H. Consider approval regarding the Customer Service/Utility Billing Division's vehicle replacement purchase. The request includes two replacement vehicles from Tipton Ford under TIPS Contract #230204 (Accounting Manager)
 - I. Consider approval of the purchase of a Kenworth T880 Dump Truck from Performance Truck of Lufkin, utilizing BuyBoard Cooperative Purchasing Contract 723-23, in the amount of \$203,287.19. (Public Works Operations Manager)
 - J. Consider approval of the purchase of a Cat 826 Landfill Compactor from Holt Cat, utilizing Sourcwell Cooperative Purchasing Contract 011723-CAT, in the amount of \$747,000.00. (Public Works Operations Manager)
 - K. Consider approval of the purchase of a Finn LF120 Alternate Cover Machine from ROMCO Equipment Co., utilizing BuyBoard Cooperative Purchasing Contract 685-22, in the amount of \$109,391.00. (Public Works Operations Manager)
 - L. Consider approval of a quote from Neil Technical Services, LLC, a sole source vendor, for installation of a new lift pump valve at the Southwest Pump Station in the amount of \$62,950.00 (Director of Public Works/City Engineer).
 - M. Consider approval of multiple Indefinite Deliverables Indefinite Quantities contracts by and between the City of Nacogdoches and Prime Controls and AIC Automation for Water Utilities Instrumentation Services in a not-to-exceed total budgeted amount of \$80,000 (Director of Public Works/City Engineer).
 - N. Consider approval of a contract by and between the City of Nacogdoches and Two Fifteen Consulting for professional engineering services for a Sewer Line Additions/Replacements project, specifically E. Oak Lane Sewer Improvements, in a total amount of \$48,250.00 (Director of Public Works/City Engineer).
6. REGULAR AGENDA: City Council will receive staff recommendations and public input on the following items, and may deliberate and take formal action on the item.

- A. Consider approval of Resolution 1399-11-25 regarding appointment to the Pineywoods Groundwater Conservation District Board of Directors. (Executive Director of Development and Infrastructure)

7. ADJOURN.



Karen Hadnot
City Secretary



This agenda is posted as required under G. C. Section 551.041. For more information or a copy of the Open Meetings Act, please contact Attorney General of Texas at 1-800-252-8011; City Secretary at (936) 559-2506 or visit City of Nacogdoches web site at www.nactx.us.

CERTIFICATION

This meeting will be conducted pursuant to Chapter 551 of the Texas Government Code. The Council reserves the right to adjourn into Executive Session at any time during the meeting to discuss any of the above posted agenda, as authorized by Texas Local Government Code Sections 551.071 [litigation and certain consultation with attorney], 551.072 [acquisition of interest in real property], 551.073 [prospective gift to city], 551.074 [certain personnel deliberations], 551.076 [deployment/implementation of security personnel or devices], or 551.087 [deliberations regarding economic development negotiations]. The City of Nacogdoches is committed to compliance with the Americans with Disabilities Act. Reasonable modifications and equal access to communications may be provided upon request. Please contact the City Secretary at (936) 559-2506 for information. I certify the notice of meeting was posted in the directory outside of City Hall, 202 E. Pilar Street, Nacogdoches, Texas 75961, on October 29, 2025 by 5:30pm pursuant to Chapter 551 of the Texas Government Code.

Karen Hadnot, City Secretary



City Council Meeting

Date: November 4, 2025

Agenda Item: 5.A.

PRESENTER:

ITEM/SUBJECT: Consider approval of minutes from the Regular City Council Meeting held on October 21, 2025. (City Secretary)

SUMMARY/BACKGROUND:

FINANCIAL:

COUNCIL PRIORITIES: THIS AGENDA ITEM IS CONSISTENT WITH THE FOLLOWING CITY COUNCIL PRIORITIES

CITY CONTACT:

ATTACHMENTS: 1. Regular CC Meeting 10212025



Regular Session
Nacogdoches City Council
October 21, 2025 – 5:30 p.m.
Council Chambers
202 E. Pilar, Nacogdoches, TX

City Council present: Mayor Randy Johnson; Council Members; Blane Williams; Brad Maule
Chad Huckaby. Councilmember not present Kathleen Belanger.

1. Called to order at 5:30 p.m.

2. Pledge of Allegiance.

3. AWARDS AND RECOGNITIONS.

Mayor Johnson presented a proclamation and a plaque to Larissa Philpot-Brown in recognition of her 25 years of service with the City of Nacogdoches. Additionally, City Manager Rick Beverlin awarded Mrs. Brown a gift to honor her dedication to the city.

4. Open Forum:

Mayor Johnson opened the floor for public comments.

Jenny Moore came forward to represent herself and several neighbors from her area. She presented a packet to the Councilmember containing a list of concerns related to the lake. Mrs. Moore provided detailed explanations of these issues.

5. ITEMS TO BE REMOVED FROM THE CONSENT AGENDA:

There being no item removed for the consent agenda.

6. CONSENT AGENDA:

Councilman Chad Huckaby made a motion to approve Consent Agenda Items. Councilman Brad Maule seconded the motion, which was unanimously approved.

7. REGULAR AGENDA:

Mayor Johnson called the next item on the Regular Agenda.

7A. Consideration of Resolution 1398-10-25 regarding nominations for the Central Appraisal District Board of Directors.

Jerry Baker, the City Attorney, presented the request. He stated that the proposed resolution seeks to nominate a representative from the City Council to serve on the Nacogdoches Central Appraisal District Board of Directors. Mr. Baker explained that this process is in accordance with Tax Code 603, specifically under subsection G, which allows each taxing unit that is part of the appraisal district to nominate, by resolution, one candidate for each position to be filled on the board of directors.

Councilman Chad Huckaby made a motion to nominate Councilmember Brad Maule for the Central Appraisal District Board of Directors. Mayor Johnson seconded the motion, and it was unanimously approved.

- 7B. **Public Hearing:** Consider approval of an Ordinance of the City of Nacogdoches, Texas, Amending Chapter 34-“Environment “, Article V-“Noise and Vibration”, and Chapter 118-Zoning”, article VII-“Performance standards”, of the Code of Ordinances of the City of Nacogdoches, Texas; providing a severability clause; providing a continuation clause; providing a repeal clause; and providing an effective date.

Jerry Baker, the City Attorney, presented a request regarding a proposed ordinance to amend the noise ordinance. Mr. Baker explained that in April 2025, a workshop was held to discuss potential issues with the existing noise ordinance. He noted that the main concern is the existence of two separate provisions: one under Chapter 34 and another under Chapter 118. The proposed amendment aims to eliminate the provisions in Chapter 118 or move the actionable items to Chapter 34 for enforcement.

Mr. Baker mentioned that this item needed to go before the Planning and Zoning Commission. During the public hearing on October 13, 2025, no action was taken, as additional time was required for discussion. Therefore, this matter was tabled until the next Planning and Zoning Commission meeting.

He proposed that the Council also table this agenda item until after the Planning and Zoning Commission meeting.

A motion was made by Councilmember Brad Maule to table the regular agenda item 7B. The motion was seconded by Mayor Johnson and was unanimously approved.

- 7C. **Public Hearing:** Discuss and consider action on Annexation Case ANX2025-01 regarding the voluntary annexation of two (2) parcels of land approximately 3.04 acres ± in size, more particularly described by Nacogdoches Central Appraisal District Parcels 1000016787 and 81263; and generally located to the north and south of 200 North East Stallings Drive, Nacogdoches, Texas.

Juan Pollette, the City Planner, presented on behalf of Regents Academy regarding their request for voluntary annexation. He provided a PowerPoint presentation and shared some background information about Regents Academy.

Mr. Pollette explained that the annexation involves two parcels totaling 3.4 acres, situated north and south of the existing Regents Academy campus. He mentioned that the parcel to the north is planned for a school gymnasium. If the annexation is approved,

the property will automatically be zoned as agricultural. Additionally, there will be a subsequent zoning case on the agenda requesting a change to B2 General Business. He also noted that the property is located within the City's Extraterritorial Jurisdiction (ETJ) and that public hearing notices had been published and mailed.

The anticipated impact of this annexation on the City is expected to be neutral to positive. Since Regents Academy is a tax-exempt institution, there will be no immediate increase in ad valorem tax revenue.

Mayor Johnson opened the floor for public comments. With none forthcoming, he closed the floor.

Councilman Chad Huckaby made a motion to approve item 7C of the regular agenda, which was seconded by Councilman Brad Maule and unanimously approved.

- 7D. **Public Hearing:** Discuss and consider action on Zoning Case ZON2025-12 regarding a zone change from A- Agricultural to B-2 General Business district on two (2) parcels of land approximately 3.04 acres ± in size, more particularly described by Nacogdoches Central Appraisal District Parcels 1000016787 and 81263; and generally located to the north and south of 200 North East Stallings Drive, Nacogdoches, Texas.

Juan Pollette, the City Planner, presented a request regarding two parcels that have now been annexed into the city limits following Council approval. The northern parcel is designated for a new gymnasium to serve the school, while the southern parcel is currently undeveloped. Both parcels can be accessed through the existing Regents Academy Campus.

These parcels are adjacent to commercial developments, and changing the zoning of these parcels to B2 – General Business will align them with the existing zoning classification for the Regents Academy Campus. Mr. Pollette pointed out that the future land use plan designates the subject property as rural development, which is described as a sparsely populated area with limited development. Staff believe that B2 – General Business is compatible with the comprehensive plan. Mr. Pollette presented slides of the campus and the subject property, noting that notices were sent out, and staff did not receive any responses.

Mayor Johnson then opened the floor for public comments, but there were none.

Mayor Johnson also remarked that while he understands this is a school, he is curious as to how they are exempt from property taxes. City Manager Rick Beverlin explained that schools and churches are classified as 501(c) organizations.

Councilman Huckaby made a motion to approve Regular Agenda Item 7D, which was seconded by Councilman Williams. The motion was unanimously approved.

- 7E. **Public Hearing:** Discuss and consider action on Zoning Case PD2025-02 regarding

an amendment to the Kenbrook North Townhouse Subdivision zoned Planned Development, for two (2) parcels of land approximately 0.18 acres ± in size, for the construction of one (1) single-family residence. The subject property is more particularly described by Nacogdoches Central Appraisal District Parcels 85345 and 85344; and located at 1723 and 1725 Maroney Drive, Nacogdoches, Texas.

Juan Pollette, a city planner, presented a request regarding a property located in the Kenbrook neighborhood, on the north side of Moroni Drive, west of Nacogdoches High School. This property is part of a planned development that was originally approved for townhomes in 1979. The surrounding zoning and land uses consist of single-family residential areas, and the future land use plan designates this property for single-family development.

Mr. Pollette noted that the proposed home will be a single-story, three-bedroom residence, covering approximately 1,800 square feet. He presented a site plan and explained the building setbacks, emphasizing that the new home will blend in with the existing townhomes.

Mayor Johnson then opened the floor for public comments. As there were none.

Councilman Brad Maule made a motion to approve Regular Agenda Item 7E. Mayor Johnson seconded the motion, which was unanimously approved.

8. **ADJOURNED:** 5:53p.m.

A full recording of the Regular City Council Meeting for October 21, 2025, may be viewed here: [Regular City Council Meeting – 20251021](#)

ATTEST:

Randy Johnson, Mayor
City Council
City of Nacogdoches

Karen Hadnot, City Secretary

PRESENTER: Jason Smith, Utility Construction Manager

ITEM/SUBJECT: Consider approval of an Indefinite Deliverable Indefinite Quantity contract by and between the City of Nacogdoches and Core & Main, Inc. for water and sewer repair parts in the amount of \$75,000.00. (Utility Construction Manager)

SUMMARY/BACKGROUND: The Utility Construction Division utilizes a number of different parts in the construction and repair of water distribution and sanitary sewer collection lines across the City. In order to streamline the time-sensitive process of acquiring necessary parts for repair and maintenance of lines, as well as meet procurement law requirements, blanket purchase orders will be issued based on bids taken for each part. On October 9, 2025, bids were received for the products which make up the largest portion of repair expenditures throughout the year in order to establish primary and secondary suppliers for each item for the current fiscal year.

Bidders were allowed to bid on one or all of the parts and the assignment of primary and secondary vendors are considered individually for each part based on best bid value considering lowest bid price and deliverable reliability. Bids were comprised of individual Unit Prices with no minimum or maximum quantity guaranteed. Due to the volatility of current markets, unit prices will be agreed upon quarterly and can be escalated or deescalated based on the Bureau of Labor Statistics' Producer Price Index.

Four (4) suppliers submitted bids for the different parts listed in the solicitation and the primary and secondary vendors for each part are shown in the bid tab.

Staff recommends the award of an annual IDIQ contract to Core & Main, Inc. in the total amount of \$75,000 for FY25-26.

FINANCIAL:

Item is budgeted:

Account No.: 30.37 620.45

Account Name: *Water Main & Tap Maintenance*

Amount: \$ 60,000

Item is budgeted:

Account No.: 30.37 620.80

Account Name: *Sewer Main & Tap Maintenance*

Amount: \$ 15,000

COUNCIL PRIORITIES: THIS AGENDA ITEM IS CONSISTENT WITH THE FOLLOWING CITY COUNCIL PRIORITIES

Infrastructure

CITY CONTACT: Jason Smith, Utility Construction Manager
smithje@nactx.us
(936) 564-7980

ATTACHMENTS: 1. Bid Tab



Bid Opening Sheet
 FY25-26 Utility Construction
 Water & Sewer Repair Parts
 Thursday October 9th, 2025 @ 2:00 pm

Page 1/2

Part	Vendor			
	Core & Main	Rural Pipe & Supply	Johnson Lab & Supply	Underground Utility Supply
Corp Stop				
	<i>Mueller</i>	<i>AY McDonald</i>	<i>Ford</i>	<i>Ford</i>
3/4-inch	59.33	44.75	70.15	54.77
1-inch	89.85	67.68	92.24	77.66
1-1/2 inch	254.66	195.08	206.72	223.90
2-inch	421.14	322.66	341.91	370.32
Curb Stop				
	<i>Mueller</i>	<i>AY McDonald</i>	<i>Ford</i>	<i>Ford</i>
3/4-inch	73.17	54.58	57.87	66.85
1-inch	167.63	97.38	97.48	153.05
1-1/2 inch	363.51	269.27	285.04	308.73
2-inch	503.68	373.16	395.09	427.90
Main Line Square Nut Gate Valve				
	<i>AFC</i>	<i>AVK</i>	<i>AVK</i>	<i>AFC</i>
4-inch	656.35	688.00	688.82	690.00
6-inch	837.83	880.00	879.41	862.00
8-inch	1308.85	1399.41	1399.41	1370.00
12-inch	2616.58	2761.00	2760.59	2703.00
Tapping MJ x FLG Square Nut Gate Valve				
	<i>AFC</i>	<i>AVK</i>	<i>AVK</i>	<i>AFC</i>
4-inch	627.31	869.00	658.24	660.00
6-inch	837.83	1227.00	879.41	862.00
8-inch	1308.85	1821.76	1373.53	1346.00
12-inch	2616.58	4148.00	2634.71	2580.00
PVC C900 DR18				
	<i>JM Eagle (/20ft)</i>	<i>Pipelife (/20ft)</i>	<i>Pipelife (/20ft)</i>	<i>Pipelife (/20ft)</i>
4-inch	98.60	106.60	99.40	110.40
6-inch	200.00	216.40	194.40	224.40
8-inch	343.80	372.00	334.20	376.60
12-inch	1152.20	786.20	706.60	796.20
Ductile Iron Pipe				
	<i>US Pipe (/20ft)</i>	<i>US Pipe 350 (/20ft)</i>	<i>REFRAINED</i>	<i>US Pipe 350 (/20ft)</i>
4-inch	1152.20	876.00	-	931.00
6-inch	694.80	600.00	-	636.40
8-inch	824.00	800.00	-	837.80
12-inch	1352.40	1220.00	-	1284.00

Part	Vendor			
	Core & Main	Rural Pipe & Supply	Johnson Lab & Supply	Underground Utility Supply
PVC Sewer Pipe SDR 26 Gasket Joint				
	<i>JM Eagle (/14ft)</i>	<i>Pipelife (/14ft)</i>	<i>Pipelife (/14ft)</i>	<i>Pipelife (/14ft)</i>
4-inch	37.66	40.46	36.54	42.00
6-inch	83.44	106.68	81.06	93.66
8-inch	150.78	163.24	146.58	169.26
12-inch	337.40	364.98	327.88	378.56
Fire Hydrants - Mueller A423, Darling B84B, M&H 129S				
	<i>AFC</i>	<i>REFRAINED</i>	<i>AVK</i>	<i>AD</i>
3 ft bury	2631.40	-	2735.18	2843.00
3.5 ft bury	2696.02	-	2801.78	2912.00
4 ft bury	2759.69	-	2868.38	2980.00
5 ft bury	2887.98	-	3001.58	3119.00
Top Bolt Dresser Couplings - Smith Blair 421 or Equal Hymax, Romac and Ford				
	<i>SB</i>	<i>SB</i>	<i>SB</i>	<i>SB</i>
4-inch	223.26	233.11	217.82	247.69
6-inch	295.91	308.00	287.60	327.05
8-inch	333.83	349.00	325.71	370.35
12-inch	516.14	707.00	506.40	575.81
Dresser Couplings - Smith Blair 462 or Equal JCM, Romac				
	<i>SB</i>	<i>SB</i>	<i>SB</i>	<i>SB</i>
4-inch	217.41	268.00	359.32	284.26
6-inch	275.84	339.00	478.34	360.65
8-inch	382.03	471.00	534.16	499.50
12-inch	652.51	707.00	757.80	727.95
Full Circle Repair Clamps - Smith Blair 227 or Equal Romac and Ford				
	<i>SB</i>	<i>SB</i>	<i>SB</i>	<i>SB</i>
4-inch	125.38	220.00	187.21	217.15
6-inch	145.47	245.00	210.98	242.22
8-inch	164.52	272.00	234.41	268.99
12-inch	303.12	561.00	440.87	507.50
Sanitary Sewer Manhole Ring and Cover w/City Logo				
	<i>EJ</i>	<i>EJ</i>	<i>EJ</i>	<i>EJ</i>
24-inch	416.26	448.00	526.95	605.00
32-inch	463.14	449.00	674.25	677.00

Bid Award				
Account	Core & Main	Rural Pipe & Supply	Johnson Lab & Supply	Underground Utility Supply
Water	\$60,000	\$60,000	\$40,000	\$20,000
Sewer	\$15,000	\$15,000	\$10,000	-

City of Nacogdoches – Public Works Department

P.O. Drawer 635030 • Nacogdoches, TX 75963 • (936) 564-7980

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PRESENTER: Jason Smith, Utility Construction Manager

ITEM/SUBJECT: Consider approval of an Indefinite Deliverable Indefinite Quantity contract by and between the City of Nacogdoches and Rural Pipe & Supply for water and sewer repair parts in the amount of \$75,000.00. (Utility Construction Manager)

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Four (4) suppliers submitted bids for the different parts listed in the solicitation and the primary and secondary vendors for each part are shown in the bid tab. Staff recommends the award of an annual IDIQ contract to Rural Pipe & Supply in the total amount of \$75,000 for FY25-26.

FINANCIAL:

Item is budgeted:

Account No.: 30.37 620.45
Account Name: Water Main & Tap Maintenance
Amount: \$60,000

Item is budgeted:

Account No.: 30.37 620.80
Account Name: Sewer Main & Tap Maintenance
Amount: \$15,000

COUNCIL PRIORITIES: THIS AGENDA ITEM IS CONSISTENT WITH THE FOLLOWING CITY COUNCIL PRIORITIES

Infrastructure

CITY CONTACT: Jason Smith - Utility Construction Manager

smithje@nactx.us
(936) 564-7980

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	<i>AFC</i>	<i>REFRAINED</i>	<i>AVK</i>	<i>AD</i>
3 ft bury	2631.40	-	2735.18	2843.00
3.5 ft bury	2696.02	-	2801.78	2912.00
4 ft bury	2759.69	-	2868.38	2980.00
5 ft bury	2887.98	-	3001.58	3119.00
Top Bolt Dresser Couplings - Smith Blair 421 or Equal Hymax, Romac and Ford				
	<i>SB</i>	<i>SB</i>	<i>SB</i>	<i>SB</i>
4-inch	223.26	233.11	217.82	247.69
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Dresser Couplings - Smith Blair 462 or Equal JCM, Romac				
	<i>SB</i>	<i>SB</i>	<i>SB</i>	<i>SB</i>
4-inch	217.41	268.00	359.32	284.26
6-inch	275.84	339.00	478.34	360.65
8-inch	382.03	471.00	534.16	499.50
12-inch	652.51	707.00	757.80	727.95
Full Circle Repair Clamps - Smith Blair 227 or Equal Romac and Ford				
	<i>SB</i>	<i>SB</i>	<i>SB</i>	<i>SB</i>
4-inch	125.38	220.00	187.21	217.15
6-inch	145.47	245.00	210.98	242.22
8-inch	164.52	272.00	234.41	268.99
12-inch	303.12	561.00	440.87	507.50
Sanitary Sewer Manhole Ring and Cover w/City Logo				
	<i>EJ</i>	<i>EJ</i>	<i>EJ</i>	<i>EJ</i>
24-inch	416.26	448.00	526.95	605.00
32-inch	463.14	449.00	674.25	677.00

Bid Award				
Account	Core & Main	Rural Pipe & Supply	Johnson Lab & Supply	Underground Utility Supply
Water	\$60,000	\$60,000	\$40,000	\$20,000
Sewer	\$15,000	\$15,000	\$10,000	-

PRESENTER: Jason Smith, Utility Construction Manager

ITEM/SUBJECT: Consider approval of an Indefinite Deliverable Indefinite Quantity contract by and between the City of Nacogdoches and Johnson Lab & Supply for water and sewer repair parts in the amount of \$50,000.00. (Utility Construction Manager)

SUMMARY/BACKGROUND: The Utility Construction Division utilizes a number of different parts in the construction and repair of water distribution and sanitary sewer collection lines across the City. In order to streamline the time-sensitive process of acquiring necessary parts for repair and maintenance of lines, as well as meet procurement law requirements, blanket purchase orders will be issued based on bids taken for each part. On October 9, 2025, bids were received for the products which make up the largest portion of repair expenditures throughout the year in order to establish primary and secondary suppliers for each item for the current fiscal year.

Bidders were allowed to bid on one or all of the parts and the assignment of primary and secondary vendors are considered individually for each part based on best bid value considering lowest bid price and deliverable reliability. Bids were comprised of individual Unit Prices with no minimum or maximum quantity guaranteed. Due to the volatility of current markets, unit prices will be agreed upon quarterly and can be escalated or deescalated based on the Bureau of Labor Statistics' Producer Price Index.

Four (4) suppliers submitted bids for the different parts listed in the solicitation and the primary and secondary vendors for each part are shown in the bid tab. Staff recommends the award of an annual IDIQ contract to Johnson Lab & Supply in the total amount of \$50,000 for FY25-26.

FINANCIAL:

Item is budgeted:

Account No.: 30.37 620.45
Account Name: Water Main & Tap Maintenance
Amount: \$40,000

Item is budgeted:

Account No.: 30.37 620.80
Account Name: Sewer Main & Tap Maintenance
Amount: \$10,000

COUNCIL PRIORITIES: THIS AGENDA ITEM IS CONSISTENT WITH THE FOLLOWING CITY COUNCIL PRIORITIES

Infrastructure

CITY CONTACT: Jason Smith - Utility Construction Manager

smithje@nactx.us
(936) 564-7980

ATTACHMENTS: 1. Bid Tab



Bid Opening Sheet
 FY25-26 Utility Construction
 Water & Sewer Repair Parts
 Thursday October 9th, 2025 @ 2:00 pm

Page 1/2

Part	Vendor			
	Core & Main	Rural Pipe & Supply	Johnson Lab & Supply	Underground Utility Supply
Corp Stop				
	Mueller	AY McDonald	Ford	Ford
3/4-inch	59.33	44.75	70.15	54.77
1-inch	89.85	67.68	92.24	77.66
1-1/2 inch	254.66	195.08	206.72	223.90
2-inch	421.14	322.66	341.91	370.32
Curb Stop				
	Mueller	AY McDonald	Ford	Ford
3/4-inch	73.17	54.58	57.87	66.85
1-inch	167.63	97.38	97.48	153.05
1-1/2 inch	363.51	269.27	285.04	308.73
2-inch	503.68	373.16	395.09	427.90
Main Line Square Nut Gate Valve				
	AFC	AVK	AVK	AFC
4-inch	656.35	688.00	688.82	690.00
6-inch	837.83	880.00	879.41	862.00
8-inch	1308.85	1399.41	1399.41	1370.00
12-inch	2616.58	2761.00	2760.59	2703.00
Tapping MJ x FLG Square Nut Gate Valve				
	AFC	AVK	AVK	AFC
4-inch	627.31	869.00	658.24	660.00
6-inch	837.83	1227.00	879.41	862.00
8-inch	1308.85	1821.76	1373.53	1346.00
12-inch	2616.58	4148.00	2634.71	2580.00
PVC C900 DR18				
	JM Eagle (/20ft)	Pipelife (/20ft)	Pipelife (/20ft)	Pipelife (/20ft)
4-inch	98.60	106.60	99.40	110.40
6-inch	200.00	216.40	194.40	224.40
8-inch	343.80	372.00	334.20	376.60
12-inch	1152.20	786.20	706.60	796.20
Ductile Iron Pipe				
	US Pipe (/20ft)	US Pipe 350 (/20ft)	REFRAINED	US Pipe 350 (/20ft)
4-inch	1152.20	876.00	-	931.00
6-inch	694.80	600.00	-	636.40
8-inch	824.00	800.00	-	837.80
12-inch	1352.40	1220.00	-	1284.00

Part	Vendor			
	Core & Main	Rural Pipe & Supply	Johnson Lab & Supply	Underground Utility Supply
PVC Sewer Pipe SDR 26 Gasket Joint				
	<i>JM Eagle (/14ft)</i>	<i>Pipelife (/14ft)</i>	<i>Pipelife (/14ft)</i>	<i>Pipelife (/14ft)</i>
4-inch	37.66	40.46	36.54	42.00
6-inch	83.44	106.68	81.06	93.66
8-inch	150.78	163.24	146.58	169.26
12-inch	337.40	364.98	327.88	378.56
Fire Hydrants - Mueller A423, Darling B84B, M&H 129S				
	<i>AFC</i>	<i>REFRAINED</i>	<i>AVK</i>	<i>AD</i>
3 ft bury	2631.40	-	2735.18	2843.00
3.5 ft bury	2696.02	-	2801.78	2912.00
4 ft bury	2759.69	-	2868.38	2980.00
5 ft bury	2887.98	-	3001.58	3119.00
Top Bolt Dresser Couplings - Smith Blair 421 or Equal Hymax, Romac and Ford				
	<i>SB</i>	<i>SB</i>	<i>SB</i>	<i>SB</i>
4-inch	223.26	233.11	217.82	247.69
6-inch	295.91	308.00	287.60	327.05
8-inch	333.83	349.00	325.71	370.35
12-inch	516.14	707.00	506.40	575.81
Dresser Couplings - Smith Blair 462 or Equal JCM, Romac				
	<i>SB</i>	<i>SB</i>	<i>SB</i>	<i>SB</i>
4-inch	217.41	268.00	359.32	284.26
6-inch	275.84	339.00	478.34	360.65
8-inch	382.03	471.00	534.16	499.50
12-inch	652.51	707.00	757.80	727.95
Full Circle Repair Clamps - Smith Blair 227 or Equal Romac and Ford				
	<i>SB</i>	<i>SB</i>	<i>SB</i>	<i>SB</i>
4-inch	125.38	220.00	187.21	217.15
6-inch	145.47	245.00	210.98	242.22
8-inch	164.52	272.00	234.41	268.99
12-inch	303.12	561.00	440.87	507.50
Sanitary Sewer Manhole Ring and Cover w/City Logo				
	<i>EJ</i>	<i>EJ</i>	<i>EJ</i>	<i>EJ</i>
24-inch	416.26	448.00	526.95	605.00
32-inch	463.14	449.00	674.25	677.00

Bid Award				
Account	Core & Main	Rural Pipe & Supply	Johnson Lab & Supply	Underground Utility Supply
Water	\$60,000	\$60,000	\$40,000	\$20,000
Sewer	\$15,000	\$15,000	\$10,000	-

City of Nacogdoches – Public Works Department

P.O. Drawer 635030 • Nacogdoches, TX 75963 • (936) 564-7980

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PRESENTER: Jason Smith, Utility Construction Manager

ITEM/SUBJECT: Consider approval of an Indefinite Deliverable Indefinite Quantity contract by and between the City of Nacogdoches and Underground Utility Supply for water repair parts in the amount of \$20,000.00. (Utility Construction Manager)

SUMMARY/BACKGROUND: The Utility Construction Division utilizes a number of different parts in the construction and repair of water distribution and sanitary sewer collection lines across the City. In order to streamline the time-sensitive process of acquiring necessary parts for repair and maintenance of lines, as well as meet procurement law requirements, blanket purchase orders will be issued based on bids taken for each part. On October 9, 2025, bids were received for the products which make up the largest portion of repair expenditures throughout the year in order to establish primary and secondary suppliers for each item for the current fiscal year.

Bidders were allowed to bid on one or all of the parts and the assignment of primary and secondary vendors are considered individually for each part based on best bid value considering lowest bid price and deliverable reliability. Bids were comprised of individual Unit Prices with no minimum or maximum quantity guaranteed. Due to the volatility of current markets, unit prices will be agreed upon quarterly and can be escalated or deescalated based on the Bureau of Labor Statistics' Producer Price Index.

Four (4) suppliers submitted bids for the different parts listed in the solicitation and the primary and secondary vendors for each part are shown in the bid tab. Staff recommends the award of an annual IDIQ contract to Underground Utility Supply in the total amount of \$20,000 for FY25-26.

FINANCIAL:

Item is budgeted:

Account No.: 30.37 620.45

Account Name: Water Main & Tap Maintenance

Amount: \$20,000

COUNCIL PRIORITIES: THIS AGENDA ITEM IS CONSISTENT WITH THE FOLLOWING CITY COUNCIL PRIORITIES

Infrastructure

CITY CONTACT: Jason Smith - Utility Construction Manager
smithje@nactx.us
(936) 564-7980

ATTACHMENTS: 1. Bid Tab



Bid Opening Sheet
 FY25-26 Utility Construction
 Water & Sewer Repair Parts
 Thursday October 9th, 2025 @ 2:00 pm

Page 1/2

Part	Vendor			
	Core & Main	Rural Pipe & Supply	Johnson Lab & Supply	Underground Utility Supply
Corp Stop				
	<i>Mueller</i>	<i>AY McDonald</i>	<i>Ford</i>	<i>Ford</i>
3/4-inch	59.33	44.75	70.15	54.77
1-inch	89.85	67.68	92.24	77.66
1-1/2 inch	254.66	195.08	206.72	223.90
2-inch	421.14	322.66	341.91	370.32
Curb Stop				
	<i>Mueller</i>	<i>AY McDonald</i>	<i>Ford</i>	<i>Ford</i>
3/4-inch	73.17	54.58	57.87	66.85
1-inch	167.63	97.38	97.48	153.05
1-1/2 inch	363.51	269.27	285.04	308.73
2-inch	503.68	373.16	395.09	427.90
Main Line Square Nut Gate Valve				
	<i>AFC</i>	<i>AVK</i>	<i>AVK</i>	<i>AFC</i>
4-inch	656.35	688.00	688.82	690.00
6-inch	837.83	880.00	879.41	862.00
8-inch	1308.85	1399.41	1399.41	1370.00
12-inch	2616.58	2761.00	2760.59	2703.00
Tapping MJ x FLG Square Nut Gate Valve				
	<i>AFC</i>	<i>AVK</i>	<i>AVK</i>	<i>AFC</i>
4-inch	627.31	869.00	658.24	660.00
6-inch	837.83	1227.00	879.41	862.00
8-inch	1308.85	1821.76	1373.53	1346.00
12-inch	2616.58	4148.00	2634.71	2580.00
PVC C900 DR18				
	<i>JM Eagle (/20ft)</i>	<i>Pipelife (/20ft)</i>	<i>Pipelife (/20ft)</i>	<i>Pipelife (/20ft)</i>
4-inch	98.60	106.60	99.40	110.40
6-inch	200.00	216.40	194.40	224.40
8-inch	343.80	372.00	334.20	376.60
12-inch	1152.20	786.20	706.60	796.20
Ductile Iron Pipe				
	<i>US Pipe (/20ft)</i>	<i>US Pipe 350 (/20ft)</i>	<i>REFRAINED</i>	<i>US Pipe 350 (/20ft)</i>
4-inch	1152.20	876.00	-	931.00
6-inch	694.80	600.00	-	636.40
8-inch	824.00	800.00	-	837.80
12-inch	1352.40	1220.00	-	1284.00

Part	Vendor			
	Core & Main	Rural Pipe & Supply	Johnson Lab & Supply	Underground Utility Supply
PVC Sewer Pipe SDR 26 Gasket Joint				
	<i>JM Eagle (/14ft)</i>	<i>Pipelife (/14ft)</i>	<i>Pipelife (/14ft)</i>	<i>Pipelife (/14ft)</i>
4-inch	37.66	40.46	36.54	42.00
6-inch	83.44	106.68	81.06	93.66
8-inch	150.78	163.24	146.58	169.26
12-inch	337.40	364.98	327.88	378.56
Fire Hydrants - Mueller A423, Darling B84B, M&H 129S				
	<i>AFC</i>	<i>REFRAINED</i>	<i>AVK</i>	<i>AD</i>
3 ft bury	2631.40	-	2735.18	2843.00
3.5 ft bury	2696.02	-	2801.78	2912.00
4 ft bury	2759.69	-	2868.38	2980.00
5 ft bury	2887.98	-	3001.58	3119.00
Top Bolt Dresser Couplings - Smith Blair 421 or Equal Hymax, Romac and Ford				
	<i>SB</i>	<i>SB</i>	<i>SB</i>	<i>SB</i>
4-inch	223.26	233.11	217.82	247.69
6-inch	295.91	308.00	287.60	327.05
8-inch	333.83	349.00	325.71	370.35
12-inch	516.14	707.00	506.40	575.81
Dresser Couplings - Smith Blair 462 or Equal JCM, Romac				
	<i>SB</i>	<i>SB</i>	<i>SB</i>	<i>SB</i>
4-inch	217.41	268.00	359.32	284.26
6-inch	275.84	339.00	478.34	360.65
8-inch	382.03	471.00	534.16	499.50
12-inch	652.51	707.00	757.80	727.95
Full Circle Repair Clamps - Smith Blair 227 or Equal Romac and Ford				
	<i>SB</i>	<i>SB</i>	<i>SB</i>	<i>SB</i>
4-inch	125.38	220.00	187.21	217.15
6-inch	145.47	245.00	210.98	242.22
8-inch	164.52	272.00	234.41	268.99
12-inch	303.12	561.00	440.87	507.50
Sanitary Sewer Manhole Ring and Cover w/City Logo				
	<i>EJ</i>	<i>EJ</i>	<i>EJ</i>	<i>EJ</i>
24-inch	416.26	448.00	526.95	605.00
32-inch	463.14	449.00	674.25	677.00

Bid Award				
Account	Core & Main	Rural Pipe & Supply	Johnson Lab & Supply	Underground Utility Supply
Water	\$60,000	\$60,000	\$40,000	\$20,000
Sewer	\$15,000	\$15,000	\$10,000	-

City of Nacogdoches – Public Works Department

P.O. Drawer 635030 • Nacogdoches, TX 75963 • (936) 564-7980

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PRESENTER: Michael Brown, Fire Chief

ITEM/SUBJECT: Consider approval of the purchase of 20 BK Technologies portable radios and associated appurtenances for \$79,833. (Fire Chief)

SUMMARY/BACKGROUND: The Nacogdoches Fire Department's portable radio fleet, now more than 12 years old, is nearing the end of its reliable service life. As manufacturers phase out parts and discontinue support for legacy models, repair turnaround times have lengthened to as much as six weeks per unit, and maintenance costs have risen sharply. In many cases, damaged radios are now classified as "beyond economical repair," leaving operational gaps and increasing safety risks in the field.

To address these challenges, the department is implementing a multi-year portable radio replacement program designed to modernize the communications fleet in a fiscally responsible manner. This year's purchase of 20 new BK Technologies portable radios represents the next phase of that plan. By spreading acquisitions across several budget cycles, the department can avoid large one-time expenditures while ensuring a steady transition to current-generation communications equipment that meets today's technical and safety standards.

The new radios will provide a host of critical upgrades, including enhanced audio clarity, advanced encryption abilities to safeguard sensitive transmissions, and full interoperability with regional and state systems. These improvements directly enhance firefighter safety, coordination, and situational awareness during both routine operations and complex multi-agency incidents.

Additionally, this purchase will allow the department to assign a dedicated portable radio to each firefighter, improving accountability, equipment care, and readiness. Individual assignment ensures that each member is familiar with and responsible for their own device, reducing equipment loss and ensuring consistent performance across shifts and responses.

Failure to replace the aging fleet in a structured, incremental manner would expose the department to increasing operational risk, escalating repair costs, and potential interoperability failures with neighboring entities, ultimately compromising the safety and effectiveness of emergency response operations.

FINANCIAL:

This purchase of these items is included in the adopted Fiscal Year 2026 Budget.

COUNCIL PRIORITIES: THIS AGENDA ITEM IS CONSISTENT WITH THE FOLLOWING CITY COUNCIL PRIORITIES

CITY CONTACT: Fire Chief Mike Brown

ATTACHMENTS: 1. 2025-2026 NFD Portable Radio Quotes



PRICE QUOTE

PREPARED BY:

Prepared By Steven Wikoff
Title RSM
Email swikoff@bktechnologies.com

Quote Number 00023954
Quote Name NFR S. Arrequin BKR9000x18
Contract-Name DIRECT SALE 34

Bill To Name Nacogdoches Fire and Rescue (TX)
Bill To 212 East Pilar St
Nacogdoches, TX 75961
United States

PREPARED FOR:

Contact Name Steven Arrequin
Title Battalion Chief (over radios)
Phone 9366455230
Mobile Phone 9365521816
Email arrequins@nactx.us

Created Date 10/9/2025
Expiration Date 10/31/2025
Shipping Payment Customer paid

Ship To Name Nacogdoches Fire and Rescue (TX)
Ship To 212 East Pilar St.
Nacogdoches, TX 75961
US

Ship To Attn Name Steven Arrequin
Ship To Attn Phone 9365521816

Product	Product Description	Quantity	List Price	Sales Price (Unit)	Total Price
BKR9000-T2.5BS	Portable Handheld Radio. Tier 2.5, All-Band Capable Hardware, 5000 Ch, Front and Top Display, Partial Keypad, Black Housing, Channel Stop, Includes Belt Clip, one Base Frequency, Wi-Fi, Bluetooth, GPS, Digital CAI Operation, DES & ADP Encryption, 5-Year Warranty.	18.00	\$3,308.00	\$2,183.28	\$39,299.04
BKR-BFV	Option-No Charge, Base Freq VHF 136-174 MHz, 5000 Ch, 6 W, BKR9000	18.00	\$0.00	\$0.00	\$0.00
BKR-800	Option, Freq 700/800 MHz ,5000 Ch, 3 W, BKR9000, Requires Either Dual-Band or All-Band Antenna	18.00	\$997.00	\$658.02	\$11,844.36
BKR0579	Option, Factory Install, P25 FDMA Trunking, BKR Series Portable Radios	18.00	\$223.00	\$147.18	\$2,649.24
BKR0593	Option, Factory Install, P25 TDMA Trunking (Requires BKR0579 FDMA), BKR Series Portable Radios	18.00	\$501.00	\$330.66	\$5,951.88
BKR0892-180	Antenna, Dual Band, 136-174MHz, 769-860MHz, SMA. BKR 9000 Series Portable Radios ONLY. Open Market.	18.00	\$89.00	\$58.74	\$1,057.32
BKR0102	SURPASS™ Ultra-High Capacity Battery Pack, Li-Ion 4900 mAh, IP68, BKR 9000. Open market.	19.00	\$295.00	\$194.70	\$3,699.30

Terms & Conditions: Lead times are variable. BK may ship a partial shipment unless the Order is specified Ship Complete. Contact your BK Sales rep for details. Cancelled or returned orders may be subject up to a 25% cancellation / restocking fee. Purchase order (PDF) must include: Valid product number, quantity, price, contract name and number, ship to, bill to, date, shipping terms, requested delivery date and any special delivery or packing instructions.



PRICE QUOTE

BKR0303-2	SURPASS™ Charger, Desktop, 2-Bay, BKR Series Portable Radios. Open Market Item.	18.00	\$298.00	\$196.68	\$3,540.24
BKR0206	SURPASS™ Heavy-Duty Remote Speaker/Microphone, High-Temp Rated, 3.5mm Audio Jack, IP68 Submersible, Prog. Toggle Switch, Emergency Button, High-Visibility Yellow Housing, BKR Series Portable Radios.	18.00	\$415.00	\$273.90	\$4,930.20
BKR0710	Cable & Adaptor, Programming, USB, BKR Series Portable Radios	1.00	\$175.00	\$115.50	\$115.50
BKR0412	Carry Case, Leather Cover, Belt Loop Black, BKR 9000 Series Portable Radios	20.00	\$54.00	\$35.64	\$712.80
BKR0413	Strap, Leather, Shoulder, BLK, HD, BKR & KNG Series Portable Radios	20.00	\$61.80	\$40.79	\$815.80
BKR0413T	Strap, Leather, Tether, BLK used w/ BKR0413, BKR & KNG Series Portable Radios	20.00	\$20.60	\$13.60	\$272.00
MISC	miscellaneous	18.00	\$0.00	(\$300.00)	(\$5,400.00)

Total Price 2.0

\$69,487.68

Comments

- o Quantity of trade in's = 18
- o Make: Harris Portables
- o Amount of credit per radio to be issued = \$300
- o BK will provide credit once radio is received, inspected and approved by BK Quality Manager.

Terms & Conditions: Lead times are variable. BK may ship a partial shipment unless the Order is specified Ship Complete. Contact your BK Sales rep for details. Cancelled or returned orders may be subject up to a 25% cancellation / restocking fee. Purchase order (PDF) must include: Valid product number, quantity, price, contract name and number, ship to, bill to, date, shipping terms, requested delivery date and any special delivery or packing instructions.

BK Technologies Inc. (fka RELM Wireless) 7100 Technology Drive, West Melbourne FL 32904 USA 800-821-2900

www.bktechnologies.com



PRICE QUOTE

BKR0303-2	SURPASS™ Charger, Desktop, 2-Bay, BKR Series Portable Radios. Open Market Item.	2.00	\$298.00	\$149.00	\$298.00
BKR0206	SURPASS™ Heavy-Duty Remote Speaker/Microphone, High-Temp Rated, 3.5mm Audio Jack, IP68 Submersible, Prog. Toggle Switch, Emergency Button, High-Visibility Yellow Housing, BKR Series Portable Radios.	2.00	\$415.00	\$207.50	\$415.00

Total Price 2.0

\$5,529.30

Comments Seeding Radio Program Pricing. Limit two radios. Limited time offer.

Terms & Conditions: Lead times are variable. BK may ship a partial shipment unless the Order is specified Ship Complete. Contact your BK Sales rep for details. Cancelled or returned orders may be subject up to a 25% cancellation / restocking fee. Purchase order (PDF) must include: Valid product number, quantity, price, contract name and number, ship to, bill to, date, shipping terms, requested delivery date and any special delivery or packing instructions.

BK Technologies Inc. (fka RELM Wireless) 7100 Technology Drive, West Melbourne FL 32904 USA 800-821-2900

www.bktechnologies.com



PRICE QUOTE

PREPARED BY:

Prepared By Steven Wikoff
Title RSM
Email swikoff@bktechnologies.com

Quote Number 00022589
Quote Name NFR M Brown BKR9000x2
Contract-Name No Contract

Bill To Name Nacogdoches Fire and Rescue (TX)
Bill To 212 East Pilar St
Nacogdoches, TX 75961
United States

PREPARED FOR:

Contact Name Steven Arreguin
Title Battalion Chief (over radios)
Phone (936) 559-2543
Mobile Phone (936) 645-5230
Email arreguins@nactx.us

Created Date 10/3/2025
Expiration Date 10/31/2025
Shipping Payment BK paid

Ship To Name Nacogdoches Fire and Rescue (TX)
Ship To 212 East Pilar St.
Nacogdoches, TX 75961
United States

Ship To Attn Name Steven Arreguin
Ship To Attn Phone (936) 645-5230

Product	Product Description	Quantity	List Price	Sales Price (Unit)	Total Price 2
BKR9000-T2.5BS	Portable Handheld Radio. Tier 2.5, All-Band Capable Hardware, 5000 Ch, Front and Top Display, Partial Keypad, Black Housing, Channel Stop, Includes Belt Clip, one Base Frequency, Wi-Fi, Bluetooth, GPS, Digital CAI Operation, DES & ADP Encryption, 5-Year Warranty.	2.00	\$3,308.00	\$1,819.40	\$3,638.80
BKR-BF8	Option-No Charge, Base Freq 700/800 MHz, 5000 Ch, 3 W, BKR9000	2.00	\$0.00	\$0.00	\$0.00
BKR-VHF	Option, Freq VHF 136-174 MHz, 5000 Ch, 6 W, BKR9000, Requires All-Band Antenna	2.00	\$997.00	\$249.25	\$498.50
BKR0579	Option, Factory Install, P25 FDMA Trunking, BKR Series Portable Radios	2.00	\$223.00	\$0.00	\$0.00
BKR0593	Option, Factory Install, P25 TDMA Trunking (Requires BKR0579 FDMA), BKR Series Portable Radios	2.00	\$501.00	\$0.00	\$0.00
BKR0892-180	Antenna, Dual Band, 136-174MHz, 769-860MHz, SMA. BKR 9000 Series Portable Radios ONLY. Open Market.	2.00	\$89.00	\$44.50	\$89.00
BKR0102	SURPASS™ Ultra-High Capacity Battery Pack, Li-Ion 4900 mAh, IP68, BKR 9000. Open market.	4.00	\$295.00	\$147.50	\$590.00

Terms & Conditions: Lead times are variable. BK may ship a partial shipment unless the Order is specified Ship Complete. Contact your BK Sales rep for details. Cancelled or returned orders may be subject up to a 25% cancellation / restocking fee. Purchase order (PDF) must include: Valid product number, quantity, price, contract name and number, ship to, bill to, date, shipping terms, requested delivery date and any special delivery or packing instructions.



PRICE QUOTE

PREPARED BY:

Prepared By Steven Wikoff
 Title RSM
 Email swikoff@bktechnologies.com

Quote Number 00023958
 Quote Name NFR S. Arrequin BKR9000 VC/Batteries
 Contract-Name TIPS # 241101 30% off

Bill To Name Nacogdoches Fire and Rescue (TX)
 Bill To 212 East Pilar St
 Nacogdoches, TX 75961
 United States

PREPARED FOR:

Contact Name Steven Arrequin
 Title Battalion Chief (over radios)
 Phone 9366455230
 Mobile Phone 9365521816
 Email arrequins@nactx.us

Created Date 10/9/2025
 Expiration Date 10/31/2025
 Shipping Payment Customer paid

Ship To Name Nacogdoches Fire and Rescue (TX)
 Ship To 212 East Pilar St.
 Nacogdoches, TX 75961
 US

Ship To Attn Name Steven Arrequin
 Ship To Attn Phone 9365521816

Product	Product Description	Quantity	List Price	Sales Price (Unit)	Total Price 2
BKR0355	SURPASS™ Charger, Vehicle-mount, BKR Series Portable Radios and batteries. Open Market. >>> NOTE: This Item Has Extended Lead Times <<<	5.00	\$373.00	\$261.10	\$1,305.50
BKR0102	SURPASS™ Ultra-High Capacity Battery Pack, Li-Ion 4900 mAh, IP68, BKR 9000. Open market.	17.00	\$295.00	\$206.50	\$3,510.50

Total Price 2.0

\$4,816.00

Terms & Conditions: Lead times are variable. BK may ship a partial shipment unless the Order is specified Ship Complete. Contact your BK Sales rep for details. Cancelled or returned orders may be subject up to a 25% cancellation / restocking fee. Purchase order (PDF) must include: Valid product number, quantity, price, contract name and number, ship to, bill to, date, shipping terms, requested delivery date and any special delivery or packing instructions.

Dailey and Wells Communications, Inc.

3440 E. Houston St., San Antonio, TX 78219

HGACBuy RA05-21



L3HARRIS

DAILEY-WELLS

Bill To:

Steven Arreguin
City of Nacogdoches, TX
936-559-2543
arreguins@nactx.us

Ship To:

City of Nacogdoches, TX

Quotation

Quote Number: 2025-4616

Terms: Net 30 Days

Quote Date: 10/09/2025

Valid Until: 12/08/2025

Print Date: 10/09/2025

Quote Title: 18 - XL-200P Portable Radios

Sales Person:

Michael Lee Lockwood

michael.lockwood@dwcomm.com

+1 (281) 713-0405

XL-200P Portable

Line	Qty	Part Number	Description	List Price	Unit Price	Ext. Price
1	18	XL-PFM1M-NA	PORTABLE,XL-200P,FKP,BLK,US,NA	\$ 3,950.00	\$ 2,923.00	\$ 52,614.00
2	18	XL-FW2X	OPERATION,LOAD NIFOG PERSONALITY	\$ 0.01	\$ 0.01	\$ 0.18
3	18	XL-PL9E	FEATURE, SINGLE-KEY AES ENCRYPTION	\$ 0.01	\$ 0.01	\$ 0.18
4	18	XL-PL4U	FEATURE, SINGLE-KEY DES ENCRYPTION	\$ 0.01	\$ 0.01	\$ 0.18
5	18	XL-PKGPT	FEATURE PACKAGE,P25 TRUNKING	\$ 1,800.00	\$ 1,332.00	\$ 23,976.00
6	18	XL-PL4F	FEATURE,P25 PHASE 2 TDMA	\$ 275.00	\$ 203.50	\$ 3,663.00
7	18	XL-LLA	FEATURE,LINK LAYER AUTHENTICATION	\$ 140.00	\$ 103.60	\$ 1,864.80
8	18	XL-PKGF1	FEATURE PACKAGE,ALL BANDS,V+U+7/800	\$ 1,795.00	\$ 1,328.30	\$ 23,909.40
9	36	XL-PA4K	BATTERY,LI-ION,HI-CAPACITY,4800MAH	\$ 215.00	\$ 159.10	\$ 5,727.60
10	18	XL-NC5Z	ANTENNA,FLEX,HELICAL,136-870 MHZ	\$ 125.00	\$ 92.50	\$ 1,665.00
11	18	XL-AE3J	SPKR MIC, XL XTRM, XL200P, BLK	\$ 995.00	\$ 736.30	\$ 13,253.40
12	18	XL-CH6F	CHARGER, SINGLE BAY +	\$ 250.00	\$ 185.00	\$ 3,330.00
13	18	XL-HC3L	BELT CLIP,METAL	\$ 35.00	\$ 25.90	\$ 466.20

Shipping is Pre-Paid and Added to Invoice UNLESS OTHERWISE QUOTED

If your purchasing policy requires shipping charges added to the order, please advise your sales representative prior to submitting a purchase order.

Quotation Totals

Currency: US Dollar

Subtotal: \$ 130,469.94

Total: \$ 130,469.94


Sales Person Signature

Billing Address:
 NACOGDOCHES FIRE DEPT, CITY
 OF
 214 E PILLAR
 NACOGDOCHES, TX 75961
 US

Quote Date:10/10/2025
 Expiration Date:12/09/2025
 Quote Created By:
 Mike Shurley
 mikeshurley@callmc.com

End Customer:
 NACOGDOCHES FIRE DEPT, CITY OF
 Steven Arreguin
 arreguins@nactx.us
 (936) 559-2543

Contract: 17724 - HGAC (TX)-RA05-21
 AGREEMENT: STATE OF TEXAS

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 8000 Series	APX8000XE				
1	H91TGD9PW6AN	PORTABLE RADIO APX 8000 ALL BAND MODEL 2.5	20	\$8,226.00	\$6,004.98	\$120,099.60
1a	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	20	\$6.42	\$4.69	\$93.80
1b	HA00690AA	ADD: 7Y ESSENTIAL SERVICE HTP	20	\$386.00	\$386.00	\$7,720.00
1c	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	20	\$607.00	\$443.11	\$8,862.20
1d	Q361AN	ADD: P25 9600 BAUD TRUNKING	20	\$353.00	\$257.69	\$5,153.80
1e	QA02006AC	PORTABLE RADIO ENH: APX8000XE RUGGED RADIO	20	\$942.00	\$687.66	\$13,753.20
1f	QA00580AA	ADD: TDMA OPERATION	20	\$530.00	\$386.90	\$7,738.00
1g	QA01767AB	ADD: P25 LINK LAYER AUTHENTICATION	20	\$118.00	\$86.14	\$1,722.80
1h	QA05509AA	DEL: DELETE UHF BAND	20	-\$800.00	-\$584.00	-\$11,680.00
1i	Q498AU	SOFTWARE LICENSE ENH: ASTRO 25 OTAR W/ MULTIKEY	20	\$871.00	\$635.83	\$12,716.60
1j	QA03399AA	ADD: ENHANCED DATA APX	20	\$177.00	\$129.21	\$2,584.20
1k	H38BS	ADD: SMARTZONE OPERATION	20	\$1,766.00	\$1,289.18	\$25,783.60
1l	QA09113AB	ADD: BASELINE RELEASE SW	20	\$0.00	\$0.00	\$0.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1m	G996AP	ADD: PROGRAMMING OVER P25 (OTAP)	20	\$118.00	\$86.14	\$1,722.80
1n	Q629AH	SOFTWARE LICENSE ENH: AES ENCRYPTION AND ADP	20	\$560.00	\$408.80	\$8,176.00
1o	QA09001AB	ADD: WIFI CAPABILITY	20	\$353.00	\$257.69	\$5,153.80
1p	QA07682AA	ADD: SMARTCONNECT	20	\$0.00	\$0.00	\$0.00
2	PMNN4504A	PORTABLE RADIO BATTERY IMPRES 2 LI-ION UL2054 DIV2 R IP68 3400T	20	\$245.21	\$196.17	\$3,923.40
3	NNTN8860B	CHARGER, DESKTOP SINGLE UNIT IMPRES 2, FAST US/NA	20	\$199.56	\$149.67	\$2,993.40
4	PMMN4152BBLK	XVE500 DIV 1 REMOTE SPEAKER MIC, BLACK WITHOUT KNOB, UL	20	\$756.00	\$604.80	\$12,096.00

Grand Total **\$228,613.20(USD)**

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

PRESENTER: Michael Brown, Fire Chief

ITEM/SUBJECT: Consider approval of the purchase of six (6) Scott X3 Pro self-contained breathing apparatus(SCBA) and seven (7) carbon fiber SCBA air tanks, utilizing HGAC Cooperative Purchasing Contract No. EE-1125, in the amount of \$49,347.75. (Fire Chief)

SUMMARY/BACKGROUND: The Fire Department requests authorization to purchase six (6) Scott X3 Pro self-contained breathing apparatus (SCBA) units and seven (7) carbon fiber SCBA air cylinders in the amount of \$49,347.75, utilizing HGAC Cooperative Purchasing Contract No. EE-1125. This acquisition is part of the department's ongoing, phased replacement program intended to maintain a modern, serviceable inventory of critical life safety equipment while avoiding the budgetary impact associated with large, single-cycle replacements. Incremental replacement ensures that the department remains in compliance with current National Fire Protection Association (NFPA) and Texas Commission on Fire Protection (TCFP) standards, mitigating the risks associated with equipment obsolescence and discontinued component support. Maintaining SCBA equipment at or above current standards is essential to ensuring firefighter safety, operational reliability, and regulatory compliance.

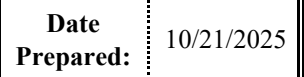
FINANCIAL:

Funding for this purchase is included in the current fiscal year budget. The total expenditure of \$49,347.75 will be made using budgeted funds allocated for fire equipment replacement.

COUNCIL PRIORITIES: THIS AGENDA ITEM IS CONSISTENT WITH THE FOLLOWING CITY COUNCIL PRIORITIES

CITY CONTACT: Fire Chief Mike Brown

ATTACHMENTS: 1. NACOGDOCHES FD 10-21-2025 CONTRACT PRICING WORKSHEET



Delivery Date:		D. Total Purchase Price (A+B+C):	49347.75
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City Council Meeting

Date: November 4, 2025

Agenda Item: 5.H.

PRESENTER: Kevin Sardinha, Accounting Manager

ITEM/SUBJECT: Consider approval regarding the Customer Service/Utility Billing Division's vehicle replacement purchase. The request includes two replacement vehicles from Tipton Ford under TIPS Contract #230204 (Accounting Manager)

SUMMARY/BACKGROUND: Authorize the purchase of two (2) replacement vehicles for the Customer Service/Utility Billing Division from Tipton Ford under The Interlocal Purchasing System (TIPS) Contract #230204 in the total amount of \$77,160.00. The purchase includes replacements for Unit 735 and Unit 737, both previously approved in the FY 2025-2026 budget under capital equipment/fleet. This purchase will replace aging vehicles used daily for field customer service operations to improve reliability and efficiency.

FINANCIAL:

COUNCIL PRIORITIES: THIS AGENDA ITEM IS CONSISTENT WITH THE FOLLOWING CITY COUNCIL PRIORITIES

CITY CONTACT: Kevin Sardinha, Accounting Manager
sardinhak@nactx.us
(936) 559-2533

ATTACHMENTS: 1. Vehicle Quote Replacement Quote - Customer Service 25-26

TIPTON FORD
1115 NORTH STREET, NACOGDOCHES, TX 75961

Purchaser: City of Nacogdoches
Contact: Kenny Ferguson
Phone/Email: 936-558-8754
Product Description: 2026 Ford F150

Tipton Rep: PAUL SMITH
Phone: 936.553.3175
Date: 10/22/2025
Email: paulsmith@tiptonford.com

A.				A. MSRP Price
B.	Published Options [Itemize each below]			
Code	Options	MSRP Price	Code	Options
	F150 4X2 regular cab	\$39,330		
	122.5" wheelbase	\$0		
	oxford white	\$0		
	vinyl 40/20/40 seat	\$0		
	5.0L V8 gas engine	\$0		
	101A equip grp	\$0		
	245/70R 17 BSW all-season tires	\$0		
	3.73 axle ratio	\$0		
	6250# GVWR pkg	\$0		
				Manufacturer Destination/ Delivery Fee
				MSRP
				TOTAL PURCHASE PRICE
C.	UPFITTERS			
	Options	Price	Options	
	Spray in bedliner	\$795.00		
			Total of C. Upfitters	
D.	Registration, Inspection, Paperwork, Postage cost, Courthouse time, & Runner time:			
E.	UPFITTERS:			
	TIPS CONTRACT #230204			
G.	Additional Delivery Charges	0	miles	
H.	MSRP Subtotal:			
I.	Quantity Ordered	1		
K.	TOTAL PURCHASE PRICE FOR City Of Nacogdoches			



City Council Meeting

Date: November 4, 2025

Agenda Item: 5.I.

PRESENTER: Cary Walker, Public Works Manager

ITEM/SUBJECT: Consider approval of the purchase of a Kenworth T880 Dump Truck from Performance Truck of Lufkin, utilizing BuyBoard Cooperative Purchasing Contract 723-23, in the amount of \$203,287.19. (Public Works Operations Manager)

SUMMARY/BACKGROUND: Staff is seeking to purchase a Kenworth T880 Dump Truck from Performance Truck of Lufkin in the amount of \$203,287.19 to be used for Public Works Streets Division operations. Vehicle pricing is determined by BuyBoard Cooperative Purchasing Contract 723-23, which is exempt from the competitive bidding process under Texas Local Government Code Section 252.022(a)(12)(D). This is a budgeted item in the Fiscal Year 2026 budget for capital equipment.

FINANCIAL:

Item is budgeted:

Account No.: 01.86 680.20

Account Name: *General Fund Committed Reserves – Vehicle Capital Expense*

Amount: \$ 220,000

COUNCIL PRIORITIES: THIS AGENDA ITEM IS CONSISTENT WITH THE FOLLOWING CITY COUNCIL PRIORITIES

Infrastructure

CITY CONTACT: Cary Walker – Public Works Operations Manager
walkercl@nactx.us
(936) 559-2582

ATTACHMENTS: 1. Kenworth T880 Dump Truck Quote and Budget



Performance Truck
2501 N. Medford Drive
Lufkin, Texas 75901

New Vehicle Order Agreement



Date: 10/22/2025

Customer Name: Chuck Hagerman

Business Name: City of Nacogdoches

Address: 3812 NW Stallings Dr

City, State, Zip: Nacogdoches, TX 75964

Phone Number: 396-559-2509

Quote ID Number: QUO-1135231-J5L3N8

Total Sales Price: \$203,287.19

Number of Units: 1

Truck Year: 2026

Truck Make: Kenworth

Truck Model: T880

Configuration: Straight Truck

Non-refundable deposit amount ^(a) ** Deposit Waived **

Offer valid for orders received by: 11/5/2025

Estimated delivery from factory ^(b): Mid January 2026

Delivery destination from factory: Houston Fab Truck Rigging

Estimated delivery to customer ^(b): Mid-Late February 2026

Delivery destination to customer: Performance Truck, Lufkin

Payment Terms:

- Full payment for the truck will be due immediately upon delivery to customer.
- Interest charges at 8% APR will begin to accrue on the 5th day after customer is notified that the truck is available for delivery.
- Interest charges will continue to accrue until a finance contract for the transaction is executed or full cash payment is made.
- Unpaid interest charges will be added to the final vehicle invoice.

Important Notes:

- (a) Deposit requirement is waived. See the order commitment comments below.
- (b) Delivery timing is dependent upon factory and body builder schedules.
- (c) New truck orders are not cancellable after the factory accepts them.
- (d) Price includes a \$2,600 tariff surcharge from Kenworth and is subject to additional surcharges beyond the control of Performance Truck.

Order Commitment:

Performance Truck agrees to waive its standard deposit requirement and accept your signature below and on the attached buyer's order and on the attached vehicle summary as your contractual commitment to purchase the vehicle as described therein and in this order agreement document.

The terms of this agreement are hereby incorporated into and made a part of the attached buyer's order and vehicle summary.

Approved and accepted by:

Signature

Printed Name

Date

ver 20251016

PERFORMANCE TRUCK - LUFKIN

2501 N. Medford Drive, Lufkin, 4 75901

Phone: (936) 634-3000

BUYER'S ORDER

Date Prepared: 10-22-2025	Delivery Date: 02-20-2026	Salesman: Damon Dunman	Branch: Lufkin
Purchaser: City of Nacogdoches		Telephone: 396-559-2509	Fax:
Mailing Address: 3812 NW Stallings Dr City: Nacogdoches State: TX Zip: 75964		County: Nacogdoches	
Physical Address: 3812 NW Stallings Dr City: Nacogdoches State: TX Zip: 75964		County: Nacogdoches	
Description: NEW 2026 KENWORTH T880		Email Address: hagermanc@nactx.us	
Mileage: Color: L0006 White NOTE: Sales tax and license fee may apply but are not included in this quote.			
VIN: TO ORDER Comments: See attached vehicle summary, QUO-1135231-J5L3N8			
Purchaser's Agent: Chuck Hagerman		Title: Street Supervisor	License Type: Apportioned Account # 9365592509

LICENSE - TITLE INFORMATION

Months: 12	Tractor:	Truck: X	Trailer:	Body Type: N/A	Color:	Tons:	GCW: 80000
Apportioned: X	IMC #	Combination:	Com'l:	Token Trailer:	Gas:	Diesel: X	

INSURANCE INFORMATION

AGENCY:	SELLING PRICE*	168,709.00	
NAME: PHONE:	HOU FAB 16 YD SQ DUMP BED W/ PINTL	27,841.00	
LIEN INFORMATION		CASH PRICE W/ACCESS.	196,550.00
NAME: LIEN DATE:	TRADE IN ALLOWANCE		-
ADDRESS: PHONE:	NET CASH DIFFERENCE		196,550.00
CITY, STATE, ZIP:	FEDERAL RETAIL EXCISE TAX		-
COMMENTS:	NET PRICE		196,550.00
AMOUNT: NAME:	STATE SALES TAX		-
	LICENSE MO. & FEE		-

ADDITIONAL INFORMATION

This quote is for 1 unit FOB Lufkin, TX	TITLE FEE (INCLUDES \$5 TAG FEE)	10.00
Pricing valid for chassis production date on or before 12/15/2025**	COMMERCIAL INSPECTION FEE	40.00
**Sched build date currently about 4 weeks after order date	DEALER'S INVENTORY TAX	342.19
IF ORDERED 11/5, ESTIMATED Early Dec chassis build; mid Jan ETA Hou Fab;	DOCUMENTARY FEE**	75.00
Mid-late Feb 2026 est delivery of completed unit.	EXTENDED WARRANTY	6,270.00
BUY BOARD 723-23 - INCLUDES \$400 FEE	SUBTOTAL	203,287.19
	BALANCE OWED ON TRADE	-
	SUBTOTAL	203,287.19
	PREPAYMENT	-
	BALANCE DUE UPON DELIVERY	203,287.19

DISCLAIMER OF WARRANTY

Any warranties on the products sold hereby are those made by the manufacturer. The seller, CLEVELAND MACK SALES, INC., PERFORMANCE TRUCK OR PERFORMANCE TRAILER, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and CLEVELAND MACK SALES, INC., PERFORMANCE TRUCK OR PERFORMANCE TRAILER neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

* PRICE IS SUBJECT TO INDUSTRY AND ENVIRONMENTAL COST IMPACTS BEYOND THE CONTROL OF PERFORMANCE TRUCK

** A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW.

Vehicle(s) are subject to prior sale and will not be held more than five working days.

PURCHASER _____

THIS ORDER NOT BINDING UNTIL ACCEPTED BY DEALER.

SALESPERSON _____

ACCEPTED BY _____

2025 / 2026 General Fund Reserves Expenditures

Capital Equipment

Animal Shelter - Kennel Painting	\$ 30,000
Animal Shelter - HVAC	\$ 61,100
Bldg Maint - City Hall Fire Alarm	\$ 30,000
IT - Enterprise Server Upgrade	\$ 27,000
IT - Laptop/PC Replacement Cycle	\$ 87,900
IT - Network Infrastructure Upgrades	\$ 87,300
Fire - Portable Radio Units (10)	\$ 70,000
Fire - Electric Cutter	\$ 13,000
Fire - Electric Ram	\$ 10,000
Fire - Electric Spreader	\$ 14,500
Fire - Self Contained Breathing Apparatus (5)	\$ 50,000
Fleet Maint - HVAC Machine	\$ 18,000
Parks - Lake Nacogdoches West Pavillion Floor	\$ 19,625
Parks - Oak Grove Fence Replacement	\$ 21,350
Parks - Security Cameras at Pioneer Park	\$ 14,500
PD - Reroute Drainage	\$ 8,000
Streets - Dump Truck	\$ 220,000
Streets - Rubber Tire Wheel Loader	\$ 320,000
Streets - Trailer Mounted Personnel Lift (1/3 split)	\$ 20,000
Code Enforcement - Ford Escape	\$ 31,340

Capital Replacement Total	\$ 1,153,615
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PRESENTER: Cary Walker, Public Works Manager

ITEM/SUBJECT: Consider approval of the purchase of a Cat 826 Landfill Compactor from Holt Cat, utilizing Sourcewell Cooperative Purchasing Contract 011723-CAT, in the amount of \$747,000.00. (Public Works Operations Manager)

SUMMARY/BACKGROUND: While a Cat 816 Landfill Compactor was approved in the Fiscal Year 2026 budget for \$750,000.00, the 816 model is no longer manufactured as of October. The most similar alternative is a Cat 826 model priced at \$1,007,000.00. The vendor, Holt Cat, has been assisting staff to offset additional costs by offering buyback trade-in prices for the City's used landfill equipment (a Cat 816 Compactor and D6 Dozer), which were higher than the below-reserve bids the City received at auction. Utilizing the trade-in option would reduce the price for new equipment by \$260,000.00 while also meeting legal requirements for equipment disposal. With trade-in, procurement of the new Cat 826 Compactor would cost \$747,000.00, which falls within the Fiscal Year 2026 budget for capital equipment.

Caterpillar, Inc. is under Sourcewell Cooperative Purchasing Contract 011723-CAT, which is exempt from the competitive bidding process under Texas Local Government Code Section 252.022(a)(12)(D). Holt Cat is the sole source Caterpillar dealer for our area.

FINANCIAL:

Item is budgeted:

Account No.: 31.41 680.25

Account Name: *Sanitation Disposal – Equipment & Machinery*

Amount: \$ 750,000

COUNCIL PRIORITIES: THIS AGENDA ITEM IS CONSISTENT WITH THE FOLLOWING CITY COUNCIL PRIORITIES

Infrastructure

CITY CONTACT: Cary Walker – Public Works Operations Manager
walkercl@nactx.us
(936) 559-2582

ATTACHMENTS: 1. Quote and Budget



DATE: Sep 26, 2025
QUOTE #:370522-02

CITY OF NACOGDOCHES LANDFILL
JOEY FULLER
CARY WALKER
PO BOX 635070
NACOGDOCHES, TEXAS 75963-5070

Lively, Charles
936.675.1200

SOURCEWELL CONTRACT NUMBER: 011723-CAT
SOURCEWELL MEMBER NUMBER: 24383

One (1) New Caterpillar Model: 826 Compactors with all standard equipment in addition to the additional specifications listed below:

SALE PRICE	\$1,007,000.00
EXT WARRANTY	Included
TOTAL PRICE	\$1,007,000.00
TRADE ALLOWANCE	(\$260,000.00)
SUB TOTAL	\$747,000.00
TOTAL PURCHASE PRICE	\$747,000.00

WARRANTY

Standard Warranty: 12 Month/Unlimited Hours Total Machine
Extended Warranty: 60 MO/7500 HR POWERTRAIN + HYDRAULICS + TECH

TRADE DETAILS

Model	Make	Serial Number	Year	Trade Allowance
816	CATERPILLAR INC (AA)	J6N00105	2021	\$200,000.00
D6T	CATERPILLAR INC (AA)	SLJ01109	2013	\$60,000.00

MACHINE SPECIFICATIONS

DESCRIPTION	REF.#
826 11A LANDFILL COMPACTOR	625-8425
ENGINE & NO SOUND SUPPRESSION	639-7628
PRECLEANER, DUAL	377-0851
AXLES, NO-SPIN FRONT & REAR	376-5099
HYDRAULICS	386-2300
LIGHTS, HALOGEN	528-9816
PRODUCT LINK, CELLULAR PLE641	578-9008
WHEELS, 48" PLUS TIPS	398-8543
STAIRWAY, FIXED	382-1989
STRIKER BARS W/CLEANER FINGERS	591-2586
PREMIUM CORP RADIO (12V)	452-1394
GUARD, REAR FAN & GRILL	364-7648
BLADE, 177" 16.1 YD3 STRAIGHT	397-7898
ANTIFREEZE, -50C (-58F)	0P-2406
KIT, WHEEL WIRE GUARD	603-4928

STANDARD EQUIPMENT**POWERTRAIN**

Air to air aftercooler
 Brakes, full hydraulic, enclosed, wet
 multiple disc service brakes
 Electro-hydraulic parking brake
 Electronic Clutch Pressure Control
 (ECPC)
 Engine, Cat C15
 Fuel priming pump (electric)
 Fuel to air cooler
 Ground level engine shutoff
 Heat shield, turbo and exhaust manifold

Hydraulically driven demand fan
 Integrated braking system
 Radiator, Aluminum Modular (AMR)
 Separated cooling system
 Single Clutch Speed Shifting (SCSS)
 Starting aid (ether) automatic
 Throttle lock
 Torque converter w/ Lock Up Clutch (LUC)
 Transmission, planetary, 2F/2R speed
 range control
 Underhood ventilation system

ELECTRICAL

Alarm, back-up
 Alternator, 150-amp
 Batteries, maintenance free, 4-1000CCA
 Electrical system, 24V
 Ground level lockable master disconnect

Light, warning unswitched (LED strobe)
 Lights, access stairway, underhood,
 front & rear
 Starter, electric (heavy duty)
 Starting receptacle for emergency start

switch

OPERATOR ENVIRONMENT

AccuGrade mapping (ready)
Air conditioner with roof mounted condenser
Cab, sound-suppressed pressurized, internal four-post rollover protective structure (ROPS/FOPS), radio ready for entertainment includes antenna, speakers, converter (12-volt 10/15-amp) and power port
Cab glass, laminated and tinted, rubber mounted
Cab pre-cleaner, powered
Camera, rear vision
Coat and hard hat hooks
Finger tip shifting controls
Flip-up armrest
Heater and defroster
Horn, trumpet
Electro-hydraulic controls(seat mounted)
Implement hydraulic lockout
Instrumentation, gauges:
-Engine coolant temperature
-Fuel level
-Hydraulic oil temperature
-Speedometer/Tachometer
-Torque converter temperature
Instrumentation, warning indicators:
-Action alert system, three category

-Brake oil pressure
-Electrical system, low voltage
-Engine failure malfunction alert and action lamp
-Parking brake status
Light, dome (cab)
Lunch box and beverage holders
Mirror, internal (panoramic)
Mirrors, heated, rear view (externally mounted)
Premium plus seat containing forced air heating and cooling, 2-way thigh adjustment, power lumbar and back bolster adjustment, ride stiffness adjustment, dynamic end dampening, and leather finish
Radio, CB (ready)
STIC control system with lockout
Sun visor (front)
Transmission gear (indicator)
Product Link Elite
-VIMS
-Graphical information display
-External data port
-Customizable operator profiles
Wet-arm wipers/washer (front and rear), intermittent wipers (front and rear)

TECHNOLOGY PRODUCTS

RADIOS

Authorization varies by country, please contact your Cat marketing representative with questions or click on the link below:
<https://catdealer.com/en/products/digital-products-technology/>

PRODUCT LINK

Authorization varies by country, please contact your Cat marketing representative with questions or click on the link below:
<https://catdealer.com/plcertification>

GUARDS

Guards, axle (front and rear)
Guard, cab window
Guards, crankcase and powertrain,

hydraulically powered
Guard, driveshaft
Guards, differential (front and rear)

BLADES

Bulldozer arrangement (no blade)

OTHER STANDARD EQUIPMENT

Demand fan/swing out (hyd. reversible)
Doors, service access (locking)
Ecology drains for engine, radiator,
transmission, hydraulic tank
Emergency platform egress
Engine, crankcase, 500 hour interval
with CJ-4 oil
Engine idle management features:
-Auto idle kickdown
-Delayed engine shutdown
-Engine idle shutdown
Exhaust stack, fold down

Fire suppression (ready)
Fuel tank, 782 L (207 gal)
Hitch, drawbar with pin
Hoses, Cat XT(TM)
Hydraulic, engine, and transmission oil
coolers
Oil change system, high speed
Oil sampling valves
Stairway, left and right rear access
Steering, load sensing
Vandalism protection caplocks
Venturi stack



2025 / 2026 Sanitation Fund Capital Equipment

Capital Equipment:

Sanitation Collection	Covered Pavillion	\$	25,000
Sanitation Collection	Service Repair Truck	\$	180,000
Sanitation Collection	Front Load Garbage Truck	\$	450,000
Sanitation Disposal	Finn Daily Cover Machine	\$	130,000
Sanitation Disposal	Steel Wheel Compactor	\$	750,000
Santation Non Departmental	Trailer Mounted Personnel Lift (1/3 split)	\$	20,000

Capital Equipment Total	\$ 1,555,000
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PRESENTER: Cary Walker, Public Works Manager

ITEM/SUBJECT: Consider approval of the purchase of a Finn LF120 Alternate Cover Machine from ROMCO Equipment Co., utilizing BuyBoard Cooperative Purchasing Contract 685-22, in the amount of \$109,391.00. (Public Works Operations Manager)

SUMMARY/BACKGROUND: The Fiscal Year 2026 budget for capital equipment includes a Finn Alternate Daily Cover Machine for use at the Landfill. These machines save valuable airspace by preventing waste from being covered daily with several yards of dirt as required by the Texas Commission on Environmental Quality (TCEQ). The Finn machine uses a paper-type mixture similar to a hydromulch application to spray over the top of waste at the end of the day. City staff have visited the Angelina Landfill to observe the process they use with their Finn machine and were allowed to participate in their operation to get a hands-on feel for it. As a result of their visit, they have seen value in purchasing one for City of Nacogdoches use. This machine would be incorporated into the City Landfill permit through a process with our Landfill consultant, SCS Engineers.

Staff has procured a quote for a Finn LF120 Alternate Cover Machine from ROMCO Equipment Co. in Tyler in the amount of \$109,391.00. They are under BuyBoard Cooperative Purchasing Contract 685-22, which is exempt from the competitive bidding process under Texas Local Government Code Section 252.022(a)(12)(D).

FINANCIAL:

Item is budgeted:

Account No.: 31.41 680.25

Account Name: *Sanitation Disposal – Equipment & Machinery*

Amount: \$ 130,000

COUNCIL PRIORITIES: THIS AGENDA ITEM IS CONSISTENT WITH THE FOLLOWING CITY COUNCIL PRIORITIES

Infrastructure

CITY CONTACT: Cary Walker – Public Works Operations Manager
walkercl@nactx.us
(936) 559-2582

ATTACHMENTS: 1. Finn LF120 Alternate Cover Machine Quote and Budget



1519 West Belt Line / Carrollton TX 75006 / 214 819-4100 / Fax: 214-819-4102
Road

Quote No.
Version: 1
Date: 10/10/2025

City of Nacogdoches
PO Box 635030
Nacogdoches, TX 75963

ROMCO Equipment Co. is pleased to present the following equipment for your consideration:

- 1 New 2025 FINN LF120 SN:OE-4864**
- 1180 Liquid Capacity, 1000 Working Capacity
 - 35.1 hp Yanmar 3TNV88C-DYEM Tier 4F
 - Operator Platform & Discharge Gune Assembly w/ Guard Rails
 - (1) Wide Fan, (1) Narrow Fan, (2) Long Distance
 - Trailer on Heavy Duty Axles & high flotation tires
 - Standard pintle hitch
 - Engine & Fuel Tank Skid Plates, Full Deck Railings, 20" Hitch Extension
 - Foam Filled Tires

SALE PRICE (BuyBoard Contract #685-22)

\$109,391.00

Price does not include any taxes. The above price is valid for 30 days unless specifically extended by ROMCO Equipment Co.

Notice is hereby given that ROMCO Equipment Co. LLC has assigned its rights under this sales contract to ROMCO Exchange Co. LLC to sell the equipment described herein and, if applicable, to purchase trade-in property described herein.

Quoted By:

Chris Wheelock
ROMCO Equipment Co. Sales

EQUIPMENT FOR THE CONSTRUCTION, MINING AND AGGREGATE INDUSTRIES

2025 / 2026 Sanitation Fund Capital Equipment

Capital Equipment:

Sanitation Collection	Covered Pavillion	\$ 25,000
Sanitation Collection	Service Repair Truck	\$ 180,000
Sanitation Collection	Front Load Garbage Truck	\$ 450,000
Sanitation Disposal	Finn Daily Cover Machine	\$ 130,000
Sanitation Disposal	Steel Wheel Compactor	\$ 750,000
Santation Non Departmental	Trailer Mounted Personnel Lift (1/3 split)	\$ 20,000
 Capital Equipment Total		 <u><u>\$ 1,555,000</u></u>

PRESENTER: Case Opperman, Director of Public Works

ITEM/SUBJECT: Consider approval of a quote from Neil Technical Services, LLC, a sole source vendor, for installation of a new lift pump valve at the Southwest Pump Station in the amount of \$62,950.00 (Director of Public Works/City Engineer).

SUMMARY/BACKGROUND: Pratt check valves at the Southwest Pump Station (SWPS) have historically been used to isolate the pumps from the distribution system when in the “off” position. Currently, one of these valves has failed requiring replacement. Due to frequent issues with these valves, including recent replacement needs, staff is currently working to replace each of these with Cla-Val pump control valves when failures occur. Phasing out the Pratt valves would eliminate the need for the hydraulic pump system which currently causes issues for staff several times per year.

Neil Technical Services, LLC (NTS), the sole source vendor for Cla-Val products in Texas, has provided a quote for a new Cla-Val lift pump valve in the amount of \$62,950 for installation of the new Cla-Val and connection to the control system that currently operates the Pratt valve system. Sole source vendors are exempt from the competitive bidding process under Texas Local Government Code Section 252.022(a)(7)(D). Budget is available for this item from the FY25-26 operating budget for the Water Production Division.

FINANCIAL:

Item is budgeted:

Account No.: 30.36 620.60

Account Name: *Water Production – Pump & Lift Station Maintenance*

Amount: \$ 62,950

COUNCIL PRIORITIES: THIS AGENDA ITEM IS CONSISTENT WITH THE FOLLOWING CITY COUNCIL PRIORITIES

Infrastructure

CITY CONTACT: Case Opperman, PE – Director of Public Works/City Engineer
oppermanc@nactx.us
(936) 559-2515

ATTACHMENTS:

1. Quote
2. Sole Source Letter



Pumps, Motors and Controls

281-477-7867

October 6, 2025

To: Shane Samuelson - City of Nacogdoches

From: David Neil, CEO – NTS - TECL #17123 and CEO of Scruggs
Company

Re: Southwest Pump Station

NTS is pleased to provide the following:

Remove existing 12" Ball Valve

Remove existing 12" x 8" Reducer and Spacer

Supply (1) 12" Cla-Val 60-08 Booster Pump Control Valve

Supply (1) 12" x 8" SS reducing spool piece, necessary bolts, nuts, gaskets
and electrical to tie in solenoid valve.

Material & Labor: \$62,950.00

Delivery: 8-12 Weeks

Should you have any questions, please call me at 281-477-7867.

Thank You



January 1, 2025

To Whom It May Concern;

This is to advise that Cla-Val Company, located in Costa Mesa, California, has appointed Neil Technical Services, LLC and the Scruggs Company as an authorized municipal representative for Cla-Val products in Texas.

Genuine Cla-Val Replacement parts are specifically designed, engineered, manufactured and tested to meet the exact specifications and tolerances for optimum performance in Cla-Val products and valves. Replacement parts are fully supported and warranted by Cla-Val.

Authorized representatives for Cla-Val Company products have the expertise, knowledge, training and access to the latest product developments and upgrades, along with genuine OEM parts for the Cla-Val Company brand. They are trained in the latest methods in care and startup of Cla-Val Company equipment.

Regards,

Digitally signed by Tracy Staats
DN: cn=Tracy Staats, o=Cla-Val,
ou, email=tstaats@cla-val.com,
c=US
Date: 2016.01.21 11:03:28 -06'00'

Tracy Staats
Central Regional Sales Manager

PRESENTER: Case Opperman, Director of Public Works

ITEM/SUBJECT: Consider approval of multiple Indefinite Deliverables Indefinite Quantities contracts by and between the City of Nacogdoches and Prime Controls and AIC Automation for Water Utilities Instrumentation Services in a not-to-exceed total budgeted amount of \$80,000 (Director of Public Works/City Engineer).

SUMMARY/BACKGROUND: The City utilizes instrumentation contractors within the Water Utilities Division to perform such instrumentation work as troubleshooting control panels and SCADA control under annual indefinite deliverables indefinite quantities (IDIQ) contracts to avoid any issues with procurement requirements, as well as to ensure quick response times.

On October 9, the City received proposals for an IDIQ contract for Water Utilities Instrumentation Services. Four City staff members reviewed and independently scored each proposal using a standardized grading form. Proposals were scored on several criteria including work history and cost for an example work order scenario. The contractors also provided hourly rate schedules as part of their proposal. These rates will be held for a one-year duration. There is an optional renewal of this contract for up to two (2) additional one (1) year extensions [three (3) years total].

Two (2) contractors submitted proposals for this contract with cumulative scoring out of 400 possible points as follows:

Prime Controls 361
AIC Automation 323

The City has the ability to award multiple contracts of this type when it is deemed necessary. Due to the on-call nature of the services, it is recommended that two (2) Water Utilities Instrumentation Services IDIQ contracts be awarded to Prime Controls and AIC Automation to allow for either company to be contacted in the event of an urgent service need. These contracts are estimated at \$40,000.00 per year each.

FINANCIAL:

Item is budgeted:

Account No.: 30.36 620.35
Account Name: *Water Production – Facility Maintenance*
Amount: \$ 40,000

Item is budgeted:

Account No.: 30.39 620.35
Account Name: *Wastewater Treatment – Facility Maintenance*
Amount: \$ 40,000

COUNCIL PRIORITIES: THIS AGENDA ITEM IS CONSISTENT WITH THE FOLLOWING CITY COUNCIL PRIORITIES

Infrastructure

CITY CONTACT: Case Opperman, PE – Director of Public Works/City Engineer
oppermanc@nactx.us
(936) 559-2515

ATTACHMENTS: 1. Scoring

City of Nacogdoches FY25-26 Water Utilities Instrumentation Services

		AIC Automation	Prime Controls
40	Firm Background Brief Introduction, including years in business Summary of staffing Staffing of Associate Firms or Subconsultants	30	40
60	Project Experience and Qualifications Projects experience similar in nature to this project Experience in the last 36 months; professional designations, certifications, licences References, preferably from governmental agencies	43	53
100	Experience with the City of Nacogdoches Prior experience with the City including familiarity with City's facilities	95	70
200	Cost Proposal Hourly rate proposal Cost for Sample Work Order Scenario	155	198
400	TOTAL POINTS	323	361

PRESENTER: Case Opperman, Director of Public Works

ITEM/SUBJECT: Consider approval of a contract by and between the City of Nacogdoches and Two Fifteen Consulting for professional engineering services for a Sewer Line Additions/Replacements project, specifically E. Oak Lane Sewer Improvements, in a total amount of \$48,250.00 (Director of Public Works/City Engineer).

SUMMARY/BACKGROUND: City staff have identified a failing 6" sewer main on E. Oak Lane which has caused issues for residents and is in need of replacement. The section in need of replacement is approximately 2,000 feet long from along Hwy 7 (Center Road) to approx. 706 E. Oak Lane. Two Fifteen has given the City a proposal for design services related to this project which would include design surveying, preliminary and final design, documents for any easements needed, and bidding and construction phase services for improvements.

Fee breakdown for their services are as follows:

Design Survey	\$ 9,500.00
Preliminary Design	\$ 6,500.00
Final Design	\$ 9,750.00
Bidding and Construction Phase	\$ 14,500.00 (Hourly)
Easement Docs (\$2,000/ea x 4)	\$ 8,000.00 (Total)
Total	\$ 48,250.00

Budget is available for this contract in the current FY25-26 CIP.

FINANCIAL:

Item is budgeted:

Account No.: 30.39 680.97

Account Name: *Wastewater Treatment – CIP*

Amount: \$ 48,250.00

COUNCIL PRIORITIES: THIS AGENDA ITEM IS CONSISTENT WITH THE FOLLOWING CITY COUNCIL PRIORITIES

Infrastructure

CITY CONTACT: Case Opperman – Director of Public Works/City Engineer
(936) 559-2515
oppermanc@nactx.us

ATTACHMENTS: 1. Contract

**CITY OF NACOGDOCHES
ARCHITECTURAL & ENGINEERING
PROFESSIONAL SERVICES CONTRACT**

This Contract is between the **City of Nacogdoches**, a Texas home-rule municipal corporation, (the “City”) and **Two Fifteen Consulting** (the “Consultant”), whereby the Consultant agrees to provide the City with certain professional services as described herein and the City agrees to pay the Consultant for those services.

**ARTICLE I
Scope of Services**

- 1.01 In consideration of the compensation stated in paragraph 2.01 below, the Consultant agrees to provide the City with the professional services as described in **Exhibit A**, the Scope of Services, which is incorporated herein by reference for all purposes, and which services may be more generally described as follows: **E. Oak Lane Sewer Improvements Project** (the “Project”).

**ARTICLE II
Payment**

- 2.01 In consideration of the Consultant’s provision of the professional services in compliance with all terms and conditions of this Contract, the City shall pay the Consultant according to the terms set forth in **Exhibit B**. Except in the event of a duly authorized change order, approved by the City as provided in this Contract, the total cost of all professional services provided under this Contract may not exceed **Forty-Eight Thousand Two Hundred Fifty and 00/100 Dollars (\$ 48,250.00)**.

**ARTICLE III
Time of Performance and Construction Cost**

- 3.01 The Consultant shall complete the professional services within the times set forth in **Exhibit B**. Consultant expressly agrees that such times are as expeditious as is prudent considering the ordinary professional skill and care of a competent engineer or architect.

- 3.02 **Time is of the essence of this Contract.** The Consultant shall be prepared to provide the professional services in the most expedient and efficient manner possible in order to complete the work by the times specified. Promptly after the execution of this Contract, the Consultant shall prepare and submit for the City to approve in writing, a detailed schedule for the performance of the Consultant's services to meet the City's project milestone dates which are included in this Contract. The Consultant's schedule shall include allowances for periods of time required for the City's review and for approval of submissions by authorities having jurisdiction over the Project. The schedule will also specify payment milestones associated with design tasks.
- 3.03 The Consultant's services consist of all of the services required to be performed by Consultant, Consultant's employees and Consultant's sub-consultants under the terms of this Contract. Such services include normal civil, structural, mechanical and electrical engineering services, plumbing, food service, acoustical and landscape services, and any other design services that are normally or customarily furnished and reasonably necessary for the Project. The Consultant shall contract and employ at its expense sub-consultants necessary for the design of the Project, and such sub-consultants shall be licensed as required by the State of Texas and approved in writing by the City.
- 3.04 The Consultant shall designate a principal of the firm reasonably satisfactory to the City who shall, for so long as acceptable to the City, be in charge of Consultant's services to be performed hereunder through to completion, and who shall be available for general consultation throughout the Project. Any replacement of that principal shall be approved in writing (which shall not be unreasonably withheld) by the City, prior to replacement.
- 3.05 Consultant shall be responsible for the coordination of all drawings and design documents relating to Consultant's design and used on the Project, regardless of whether such drawings and documents are prepared by Consultant. Consultant shall be responsible for the completeness and accuracy of all drawings and specifications submitted by or through Consultant and for its compliance with all applicable codes, ordinances, regulations, laws and statutes.
- 3.06 Consultant's evaluations of the City's project budget and the preliminary estimates of construction cost and detailed estimates of construction cost represent the Consultant's best judgment as a design professional familiar with the construction industry.

ARTICLE IV

Conceptual Design

- 4.01 Consultant shall meet with the City for the purpose of determining the nature of the Project. The Consultant shall inquire in writing as to the information it believes the City may have in its possession that is necessary for the Consultant's performance. The City shall provide the information within its possession that it can make available to the Consultant. The City shall designate a representative to act as the contact person on behalf of the City.

- 4.02 The Consultant shall determine the Project needs, including, but not limited to, tests, analyses, reports, site evaluations, surveys, comparisons with other municipal projects, review of budgetary constraints and other preliminary investigations necessary for the Project. Consultant shall verify the observable existing conditions of the Project and verify any existing as-built drawings. Consultant shall confirm that the Project can be designed and constructed within the time limits outlined in this Contract. Consultant shall prepare a detailed design phase schedule which includes all review and approval periods during the project phases from Conceptual Design to Construction, design development and construction document phases. Consultant shall confirm that the Project can be designed and constructed for the dollar amount of the Project budget, if applicable. Consultant shall generally review the City's available budget for the Project and provide an early opinion of the adequacy of funds for the intended scope of work.
- 4.03 The Consultant shall prepare a Conceptual Design that shall include preliminary schematic layouts, alternative ideas, surveys, sketches and exhibits demonstrating the considerations involved in the Project. The Conceptual Design shall contemplate compliance with all applicable laws, statutes, ordinances, codes and regulations. Upon the City's request, the Consultant shall meet with City staff and/or City Council to make a presentation of its report.

ARTICLE V

Preliminary Design

- 5.01 The City shall direct the Consultant to commence work on the Preliminary Design by sending to the Consultant a letter of authorization to begin work on the Preliminary Design pursuant to this Contract. Upon receipt of the letter of authorization to commence Preliminary Design, the Consultant shall meet with the City for the purpose of determining the extent of any revisions to the Conceptual Design.
- 5.02 The Consultant shall prepare the Preliminary Design of the Project, including, but not limited to, the preliminary drawings and specifications and other documents to fix and describe the size and character of the Project as to civil, architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate. The Consultant shall submit to the City a detailed estimate of the construction costs of the Project, based on current area, volume, or other unit costs. This estimate shall also indicate costs for allowances, contingencies, fees, permits, and all other costs involved in constructing the Project and the time required for construction of the Project from commencement to final completion.
- 5.03 Upon completion of the Preliminary Design of the Project, the Consultant shall so notify the City. Upon request the Consultant shall provide a Preliminary Engineering Report and meet with the City staff and/or City Council to make a presentation of its Preliminary Design of the Project. The Consultant shall provide an explanation of the Preliminary Design and cost estimate and shall verify that, to the best of Consultant's belief, the Project requirements and construction can be completed within the Project budget and schedule.

ARTICLE VI

Final Design

- 6.01 The City shall direct the Consultant to commence work on the Final Design of the Project by sending to the Consultant a letter of authorization to begin work on the Final Design phase of the Project. Upon receipt of the Letter of Authorization to proceed with Final Design of the Project, the Consultant shall immediately prepare the Final Design, including, but not limited to, the bid documents, contract, drawings, and specifications, to fix and describe the size and character of the Project as to civil, structural, mechanical, and electrical systems, materials, and such other elements as may be appropriate. The Final Design of the Project shall comply with all applicable laws, statutes, ordinances, codes and regulations.
- 6.02 Notwithstanding the City's approval of the Final Design, the Consultant warrants that the Final Design will be sufficient and adequate to fulfill the purposes of the Project. Additionally, Consultant will provide technical criteria, written descriptions and design data for the City's use in filing applications for permits from other governmental authorities or entities. Consultant shall assist the City in the preparation of permits and consultations with other entities having jurisdiction over the Project.
- 6.03 The Consultant shall prepare and separately seal the special provisions, the technical specifications, and bid proposal form(s) in conformance with the City's current pre-approved, "Standard Form of Construction Agreement" for the construction contract between the City and the construction contractor. The Consultant hereby agrees that no changes, modifications, supplementations, alterations, or deletions will be made to the City's standard form without the prior written approval of the City.
- 6.04 The Consultant shall provide the City with complete construction design plans and contract documents sufficient to be advertised for bids by the City. The contract documents shall include the design and specifications and other changes that are required to fulfill the purpose of the Project. Upon completion of the Final Design of the Project, with the submission of the complete contract documents, and upon request of the City, the Consultant shall meet with City staff and/or the City Council to present the Final Design of the Project. The Consultant shall provide an explanation of the Final Design and cost estimate.

ARTICLE VII

Bid Preparations & Evaluation

- 7.01 The Consultant shall assist the City in advertising for and obtaining bids or negotiating proposals for the construction of the Project. Upon request, the Consultant shall meet with City staff and/or the City Council to present, and make recommendations on, the bids submitted for the construction of the Project.
- 7.02 The Consultant shall review the construction contractors' bids, including subcontractors, suppliers, and other persons required for completion of the Project. The Consultant shall

evaluate each bid and provide these evaluations to the City along with a recommendation on each bid. The Consultant shall also review the qualifications and references of the lowest responsible bidder. A written evaluation of the bids shall be provided to the City by Consultant and shall include any bidding irregularities subject to waiver. If the lowest bid for the construction of the Project exceeds the final cost estimate set forth in the Final Design of the Project, then the Consultant, at its sole cost and expense, shall revise the construction documents so that the total construction costs of the Project will not exceed the final cost estimate contained in the Final Design of the Project.

- 7.03 Where substitutions are requested by a construction contractor, the Consultant shall review the substitution requested and shall recommend approval or disapproval of such substitutions.

ARTICLE VIII

Construction Administration

- 8.01 The Consultant shall be a representative of, and shall advise and consult with, the City (1) during construction, and (2) at the City's direction from time to time during the correction or warranty period described in the construction contract. The Consultant shall have authority to act on behalf of the City only to the extent provided in this Contract unless modified by written instrument.

- 8.02 The Consultant shall make visits to the site, with a frequency appropriate to the scope of the Project, to inspect the progress and quality of the executed work of the construction contractor and its subcontractors and to determine if such work is proceeding in accordance with the contract documents. Consultant shall periodically review the as-built drawings for accuracy and completeness, and shall report its findings to the City.

- ~~8.03 Resident Project Representative (RPR): The Consultant shall provide the services of an RPR to support more frequent and extensive observations of the contractor's work. The presence of the RPR will not diminish the responsibilities of the Consultant's design professionals to provide site visits to monitor the progress of the project. Duties and responsibilities of the RPR include:~~

- ~~a. The RPR will generally deal directly with the contractor and report to the Consultant, who in turn will report to the City. The RPR works under the direction of the Consultant. The RPR may communicate directly with the City, but only with the knowledge of the Consultant.~~
- ~~b. The RPR will not normally direct the work of the contractor but shall observe its compliance with the plans and specifications and report such directly to the Consultant. The RPR can communicate any concerns directly to the contractor, but all observed conditions will always be given to the Consultant as well.~~
- ~~c. If the RPR observes unsafe conditions, or other potentially hazardous conditions that might risk life and safety to anyone, he/she will immediately report such to the~~

~~contractor, Consultant and City. In such circumstances, the RPR will have the authority to stop the work of the contractor until the issue can be resolved.~~

- ~~d. The RPR shall, on behalf of the Consultant, make and keep as-built drawings in the field to record any variances from the original designs shown in plans and specifications.~~
- ~~e. The RPR shall keep and maintain inspection reports for each day he/she is present on the project site. These reports shall be made available to the City at the end of the project. The daily reports shall include times of observations, activities observed, materials used or delivered to the job, problems encountered and solutions or adjustments made in the field.~~
- ~~f. The RPR shall review pay estimates from the contractor, on behalf of the Consultant, to verify the quantity and quality of work requested for payment. At no time will the RPR approve pay estimates, contract addendums, modifications, or change orders involving changes in the contract price.~~
- ~~g. The RPR shall be present to observe and witness all testing of on-site equipment and installed materials under the direction of the Consultant.~~

- 8.04 The Consultant shall keep the City informed of the progress and quality of the work through periodic project meetings and written monthly status reports. The Consultant shall employ the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license in discovering and promptly reporting to the City any defects or deficiencies in such work and shall disapprove or reject any work failing to conform to the contract documents.
- 8.05 The Consultant shall review and approve shop drawings and samples, the results of tests and inspections, and other data that each construction contractor or subcontractor is required to provide. The Consultant's review and approval shall include a determination of whether the work complies with all applicable laws, statutes, ordinances and codes and a determination of whether the work, when completed, will be in compliance with the requirements of the contract documents.
- 8.06 The Consultant shall determine the acceptability of substitute materials and equipment that may be proposed by construction contractors or subcontractors. The Consultant shall also receive and review maintenance and operating instruction manuals, schedules, guarantees, and certificates of inspection, which are to be assembled by the construction contractor in accordance with the contract documents.
- 8.07 The Consultant shall issue all instructions of the City to the construction contractor as well as interpretations and clarifications of the contract documents pertaining to the performance of the work. Consultant shall interpret the contract documents and judge the performance thereunder by the contractor constructing the Project, and Consultant shall,

within a reasonable time, render such interpretations and clarifications as it may deem necessary for the proper execution and progress of the work. Consultant shall receive no additional compensation for providing clarification of the drawings and specifications.

- 8.08 The Consultant shall review the amounts owing to the construction contractor and recommend to the City, in writing, payments to the construction contractor of such amounts. The Consultant's recommendation of payment, being based upon the Consultant's on-site inspections, observations, and its experience and qualifications as a design professional, shall constitute a recommendation by the Consultant to the City that the quality of such work is in accordance with the contract documents and that the work has progressed to the point reflected in Consultant's recommendation for payment.
- 8.09 Upon notification from the construction contractor that the Project is substantially complete, the Consultant shall conduct an inspection of the site to determine if the Project is substantially complete. The Consultant shall prepare a checklist of items that shall be completed prior to final acceptance. Upon notification by the construction contractor that the checklist items designated by the Consultant for completion have been completed, the Consultant shall inspect the Project to verify final completion.
- 8.10 The Consultant shall not be responsible for the work of the construction contractor or any of its subcontractors, except that the Consultant shall be responsible for the construction contractor's schedules or failure to carry out the work in accordance with the contract documents if such failures result from the Consultant's negligent acts or omissions. This provision shall not alter the Consultant's duties to the City arising from the performance of the Consultant's obligations under this Contract.
- 8.11 The Consultant shall conduct at least one on-site inspection during the warranty period and shall report to the City as to the continued acceptability of the work.
- 8.12 The Consultant shall recommend and prepare change orders, work directives and clarification notices on behalf of the City but shall not execute and issue such documents or otherwise alter the financial scope of the Project without an advance, written authorization from the City.
- 8.13 The Consultant shall perform all of its duties under this Article VIII so as to not cause any delay in the progress of construction of the Project.
- 8.14 The Consultant shall assist the construction contractor and City in obtaining a Certificate of Occupancy by accompanying governing officials during inspections of the Project if requested to do so by the City.

ARTICLE IX

Change Orders & Documents & Materials

- 9.01 No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid to Consultant except upon the

prior written order from authorized personnel of the City. The Consultant shall not execute change orders on behalf of the City or otherwise alter the financial scope of the Project, except upon the prior written approval from authorized personnel of the City.

- 9.02 a. When the original contract amount plus all change orders is less than \$50,000, the City Manager or his delegate may approve the written change order provided the change order does not increase the total amount set forth in the contract to more than \$50,000. For such contracts, when a change order results in a total contract amount that exceeds \$50,000, the City Council must approve such change order prior to commencement of the services or work.
- b. When the original contract amount plus all change orders is equal to or greater than \$50,000, the City Manager or his delegate may approve the written change order. For such contracts, when a change order exceeds \$50,000, the City Council must approve such change order prior to commencement of the services or work.
- c. **Any request by the Consultant for an increase in the Scope of Services and an increase in the amount listed in paragraph two of this Contract shall be made and approved by the City prior to the Consultant providing such services or the right to payment for such additional services shall be waived.** If there is a dispute between the Consultant and the City respecting any service provided or to be provided hereunder by the Consultant, including a dispute as to whether such service is additional to the Scope of Services included in this Contract, the Consultant agrees to continue providing on a timely basis all services to be provided by the Consultant hereunder, including any service as to which there is a dispute.
- 9.03 The Consultant shall furnish the City **One (1)** set of digital plans and specifications. It is hereby agreed that additional copies shall be provided to the City at the City's expense. The Consultant shall provide the City **One (1)** sets of reproducible, mylar record drawings that clearly show all the changes made during the construction process, based upon the marked-up prints, drawings, and other data furnished by the construction contractor to the Consultant. The Consultant shall provide copies of documents, computer files if available, surveys, notes, and tracings used or prepared by the Consultant. The foregoing documentation, the Consultant's work product, and other information in the Consultant's possession concerning the Project shall be the property of the City from the time of preparation. The Consultant shall furnish one set of digital files representing the final record drawings.

ARTICLE X

Warranty, Indemnification & Release

- 10.01 Pursuant to Section 271.904(d) of the Texas Local Government Code, the Consultant shall perform the services with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary skill and care of a competent engineer or architect. The Consultant warrants that the information provided

by the Consultant, the design, the preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel, and the performance of all other services under this Contract are performed with the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar circumstances and professional license. Approval of the City shall not constitute, or be deemed, a release of the responsibility and liability of the Consultant, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy and competency of their designs, information, plans, specifications or any other document, nor shall the City's approval be deemed to be the assumption of responsibility by the City for any defect or error in the aforesaid documents prepared by the Consultant, its employees, associates, agents, or subcontractors.

- 10.02 The Consultant shall promptly correct any defective designs or specifications furnished by the Consultant at no cost to the City. The City's approval, acceptance, use of, or payment for, all or any part of the Consultant's services hereunder or of the Project itself shall in no way alter the Consultant's obligations or the City's rights hereunder.
- 10.03 In all activities or services performed hereunder, the Consultant is an independent contractor and not an agent or employee of the City. The Consultant and its employees are not the agents, servants, or employees of the City. As an independent contractor, the Consultant shall be responsible for the professional services and the final work product contemplated under this Contract. Except for materials furnished by the City, the Consultant shall supply all materials, equipment, and labor required for the professional services to be provided under this Contract. The Consultant shall have ultimate control over the execution of the services it is to provide under this Contract. The Consultant shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees or subcontractors, and the City shall have no control of or supervision over the employees of the Consultant or any of the Consultant's subcontractors.
- 10.04 The Consultant must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, agents, subcontractors, licensees, and other persons, as well as its personal property, while in the vicinity of the Project or any of the work being done on or for the Project. It is expressly understood and agreed that the City shall not be liable or responsible for the negligence of the Consultant, its officers, employees, agents, subcontractors, invitees, licensees, and other persons.
- 10.05 INDEMNITY. THE CONSULTANT SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES AND/OR DESIGNEES (SEPARATELY AND COLLECTIVELY REFERRED TO IN THIS PARAGRAPH AS "INDEMNITEE"), FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILFULL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY AND OTHERWISE RELATED TO CONSULTANT'S PERFORMANCE, AND/OR**

FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE CONSULTANT OR ITS AGENTS, EMPLOYEES, SUB-CONTRACTORS, ORDER FULFILLERS, OR CONSULTANTS UNDER CONTRACT TO CONSULTANT, OR ANOTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT.

- 10.06 CONSULTANT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF CONSULTANT PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR THE CITY'S AND /OR CONSULTANT'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE CITY BY CONSULTANT OR OTHERWISE TO WHICH THE CITY HAS ACCESS AS A RESULT OF CONSULTANT'S PERFORMANCE UNDER THE CONTRACT.**
- 10.07 CONSULTANT AND THE CITY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM UNDER 10.05 OR 10.06. CONSULTANT SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE OF ANY LAWSUIT SHALL BE COORDINATED BY THE CONSULTANT WITH THE CITY ATTORNEY WHEN THE CITY IS NAMED DEFENDANT IN ANY LAWSUIT AND CONSULTANT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE CITY ATTORNEY. IF THE CITY DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF CONSULTANT OR IF THE CITY IS REQUIRED BY LAW TO SELECT SEPARATE COUNSEL, THE CITY WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND THE CONSULTANT WILL PAY ALL REASONABLE COSTS OF THE CITY'S COUNSEL.**
- 10.08 Release. The Consultant releases, relinquishes, and discharges the City, its officers, agents, employees, and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death of the Consultant or its employees and any loss of or damage to any property of the Consultant or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the Consultant's work to be performed hereunder. Both the City and the Consultant expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance and in the event of injury, sickness, death, loss, or damage suffered by the Consultant or its employees, but not otherwise, this release shall apply regardless of whether such loss, damage, injury, or death was caused in**

whole or in part by the City, any other party released hereunder, the Consultant, or any third party.

- 10.09 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification, release or other obligations under Paragraphs 10.05, 10.06, 10.07 and 10.08 such legal limitations are made a part of the obligations and shall operate to amend same to the minimum extent necessary to bring the provision(s) into conformity with the requirements of such limitations, and as so modified, the obligations set forth therein shall continue in full force and effect.**

ARTICLE XI Insurance

- 11.01 The Consultant shall procure and maintain at its sole cost and expense for the duration of this Contract insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, volunteers, employees or subcontractors. The policies, limits and endorsements required are as set forth on Exhibit C.**

ARTICLE XII Use of Drawings, Specifications and Other Documents

- 12.01 The drawings, specifications and other documents prepared by the Consultant and Consultant's sub-consultants for this Project shall become the property of the City whether the Project is completed or not. The City shall be furnished and permitted to retain reproducible copies and electronic versions of Consultant's drawings, specifications and other documents.**
- 12.02 The documents prepared by Consultant may be used as a prototype for other facilities by the City. The City may elect to use the Consultant to perform the site adaptation and other architectural or engineering services involved in reuse of the prototype. If so, the Consultant is obligated to perform the work for an additional compensation that will fairly compensate the Consultant and its sub-consultants only for the additional work involved. It is reasonable to expect that the fair additional compensation will be significantly less than the fee provided for under this Contract. If the City elects to employ a different architect or engineer to perform the site adaptation and other architectural or engineering services involved in reuse of the prototype, that architect or engineer will be entitled to use Consultant's sub-consultants on the same basis that Consultant would have been entitled to use them for the work on the reuse of the prototype, and such architect or engineer will be entitled, to the extent allowed by law, to duplicate the design and review and refer to the construction documents, approved shop drawings and calculations, and change order drawings in performing its work. The Consultant will not be responsible for errors and omissions of a subsequent architect or engineer. The Consultant shall commit its sub-consultants to the terms of this subparagraph. The provisions of this section shall survive termination of this Contract.**

- 12.03 In the event of termination of this Contract for any reason, the City shall receive all original documents prepared to the date of termination and shall have the right to use those documents and any reproductions in any way necessary to complete the Project.
- 12.04 Only the details of the drawings relating to this Project may be used by the Consultant on other projects, but they shall not be used as a whole without written authorization by the City. The City-furnished forms, conditions, and other written documents shall not be used on other projects by the Consultant.

ARTICLE XIII

Termination

- 13.01 The City may terminate this Contract at any time upon **thirty (30)** calendar days' written notice. Upon the Consultant's receipt of such notice, the Consultant shall cease work immediately. To the extent of funds appropriated or otherwise legally available for such purposes, the Consultant shall be compensated only for the services satisfactorily performed prior to the termination date.
- 13.02 If, through any cause, the Consultant fails to fulfill its obligations under this Contract, or if the Consultant violates any of the agreements of this Contract, the City has the right to terminate this Contract by giving the Consultant **five (5)** calendar days written notice to the Consultant. The Consultant will be compensated for the services satisfactorily performed prior to the termination date.
- 13.03 No term or provision of this Contract shall be construed to relieve the Consultant of liability to the City for damages sustained by the City because of any breach of contract and/or negligence by the Consultant. The City may withhold payments to the Consultant for the purpose of setoff until the exact amount of damages due the City from the Consultant is determined and paid.

ARTICLE XIV

Miscellaneous Terms

- 14.01 This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Nacogdoches County, Texas.
- 14.02 The City, or if State funds are used to pay any part of this contract, the State Auditor, may conduct an audit or investigation of any entity receiving funds directly under this contract or indirectly through a subcontract under the contract. Acceptance of funds under the contract or through a subcontract under the contract acts as acceptance of the authority of the City or the State Auditor to conduct an audit or investigation. Consultant agrees to cooperate and must provide the City and/or State Auditor with access to any information the City and/or State Auditor considers relevant to the investigation or audit. The Consultant agrees to refund to the City any overpayments disclosed by any such audit.

- 14.03 The Consultant shall retain all such records for a period of four (4) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Consultant are resolved, whichever is longer.
- 14.04 Consultant hereby assigns to the City any and all claims for overcharges associated with this Agreement which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and/or which arise under the antitrust laws of the State of Texas, Business and Commerce Code Ann., Section 15.01, et seq.
- 14.05 Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:
- City of Nacogdoches
Attn: City Manager
202 East Pilar Street
P.O. Box 635030
Nacogdoches, Texas 75961
- Consultant:
Two Fifteen Consulting
Attn: Michael Delaney, PE
412 North Street
Nacogdoches, Texas 75961
- 14.06 No waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.
- 14.07 This Contract represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.
- 14.08 This Contract and all rights and obligations contained herein may not be assigned by the Consultant without the prior written approval of the City.
- 14.09 If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 14.10 The Consultant, its agents, employees, and subcontractors must comply with all applicable federal and state laws, the charter and ordinances of the City of Nacogdoches, and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus,

and agencies. The Consultant must obtain all necessary permits and licenses required in completing the work and providing the services required by this Contract.

14.11 **Contractor Affirmations:** If this contract is funded in whole or in part by money from the State of Texas, State law requires the following certifications, representations and/or warranties. Regardless of funding by the State, by signature hereon affixed, the Contractor hereby certifies that:

- (a) Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract.
- (b) Contractor represents and warrants that it has no actual or potential conflicts of interest in the goods and or services described in the scope of work to this contract.
- (c) **Antitrust.** Pursuant to 15 U.S.C. §1, et seq. and Tex. Bus. & Comm. Code §15.01, et seq. neither the contractor nor the firm, corporation, partnership, or institution represented by the contractor, or anyone acting for such a firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.
- (d) **Debarment.** Contractor certifies that Contractor and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Contractor is in compliance with the State of Texas statutes and rules relating to procurement. Entities ineligible for state procurement are listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration. Entities ineligible for federal procurement are listed at <http://www.sam.gov/content/exclusions>.
- (e) **Terrorism Watch List.** Contractor represents and warrants that it does not do business with Iran, Sudan or a foreign terrorist organization as prohibited by Texas Government Code 2252.152. Contractor certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.
- (f) **Convictions.** Under Sections 2155.006, 2155.0061 and 2261.053 of the Texas Government Code, Contractor certifies that it is not ineligible to receive the specified contract and may be terminated and payment withheld if this certification is inaccurate. These sections prohibit contracts that include proposed financial participation by an individual or business entity who has been convicted in the past five years of (a) violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by §418.004, Gov't Code, occurring after September 24, 2005; and (b) of any offense related to the direct support or promotion of human trafficking.

(g) **COVID Vaccinations.** Contractor certifies that it does not require its customers to provide any documentation certifying the Customer's COVID-19 vaccination or post-transmission recovery on entry to, or to receive service from the Contractor's business.

(h) **Boycotts.** (a) To the extent this Contract is considered a Contract for goods or services subject to § 2270.002 Texas Government Code, Contractor verifies that it: (i) does not boycott Israel; and (ii) will not boycott Israel during the term of this Contract.

(b) To the extent this Contract has a value of \$100,000 or more and Contractor is an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit that employs 10 or more full time employees, Contractor certifies that it: (i) does not and will not boycott energy companies during the term of the contract (*See Texas Government Code 2274.002, et seq.*); and (ii) does not and will not discriminate against a firearm entity or firearm trade association (*See Texas Government Code 2274.002, et seq.*).

14.12 The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract. If there is a conflict between a provision in any documents provided by Consultant made a part of this Contract and any other provision in this Contract, the latter controls.

14.13 This Contract will be effective when signed by the last party whose signing makes the Contract fully executed. The parties may execute this Contract in duplicate originals, each of equal dignity.

14.14 **Notice of Indemnification.** City and Consultant hereby acknowledge and agree that this Contract contains certain indemnification obligations and covenants.

TWO FIFTEEN CONSULTING

412 North Street
Nacogdoches, Texas 75961

By: _____
Printed Name: _____
Title: _____
Date: _____
Firm Registration No.: _____

CITY OF NACOGDOCHES

P. O. Box 635030
Nacogdoches, Texas 75963-5030

By: _____
Printed Name: _____
Title: City Manager
Date: _____

APPROVED AS TO CONTENT:

Director of Public Works

APPROVED AS TO FORM:

City Attorney

Exhibit A

Scope of Services

The project scope includes the replacement of approximately 2,000 linear feet of sanitary sewer line replacement along E. Oak Lane from SH 7 (Center Road) to 706 E. Oak Lane.

BASIC SERVICES

1. Perform a design survey of the project location listed above. Consultant will produce a topographic background data CAD drawing with one (1) foot interval contours along the proposed route, existing utilities (where known), and visible features pertinent to the design of the proposed facilities within the boundary of the project area. Consultant will also identify existing Right-of-Way (ROW) and existing easements where necessary and identifiable.

Perform a Subsurface Utility Engineering study up to Quality Level 'B' of each location. Consultant will work with City staff to identify and locate underground utilities as part of Subsurface Utility Engineering work. The data will be collected and documented in the background CAD files utilized in the design of the improvements. Consultant to provide subsurface utility engineering services to attempt to identify underground utilities up to Utility Quality Level 'B' (QLB) where Geophysical Methods are obtainable within professional judgement in accordance ASCE/UESI/CI 38-22.

At this time, Consultant has not included QLA efforts for exposing utilities. However, if locations are identified through the design process that require a higher level of quality than the proposed 'B', this service can be provided under a separate proposal. City will provide locations at which this effort is requested in order to determine a scope and fee estimate.

2. Prepare preliminary design schematics and plans sufficient for estimating opinions of probable construction costs. Drawings will be overlain on background topographic maps. Consultant will also use this preliminary design effort to identify any additional ROW or easements that will be necessary for installation and maintenance of the proposed improvements. Under this preliminary effort Consultant will evaluate options for the proposed improvements and determine the final limits of full repair versus maintenance improvements.
3. Prepare the necessary civil engineering design plans and details required for bidding and construction of the project listed above, to include:
 - a. Plan Sheets showing proposed structures and improvements, and all dimensions and notes as necessary for construction.
 - b. Plan Details for appurtenances and devices as necessary for construction.
 - c. All specifications necessary for construction.
4. Prepare a Bid Package following the current procurement procedures as required by the City of Nacogdoches for the project. Assist in the bid phase as needed by answering

requests for information, preparing addenda (if any), reviewing and tabulating the bids, and subsequently awarding the construction contract. Consultant will also assist in reviewing any material submittals and attending/administering a pre-construction conference.

5. Construction administration and observation, including the processing of change orders, pay requests and other administrative tasks. Consultant will conduct periodic site visits to determine construction progress and conformance with the design plans on behalf of the City, however full-time inspection (RPR) is not included.

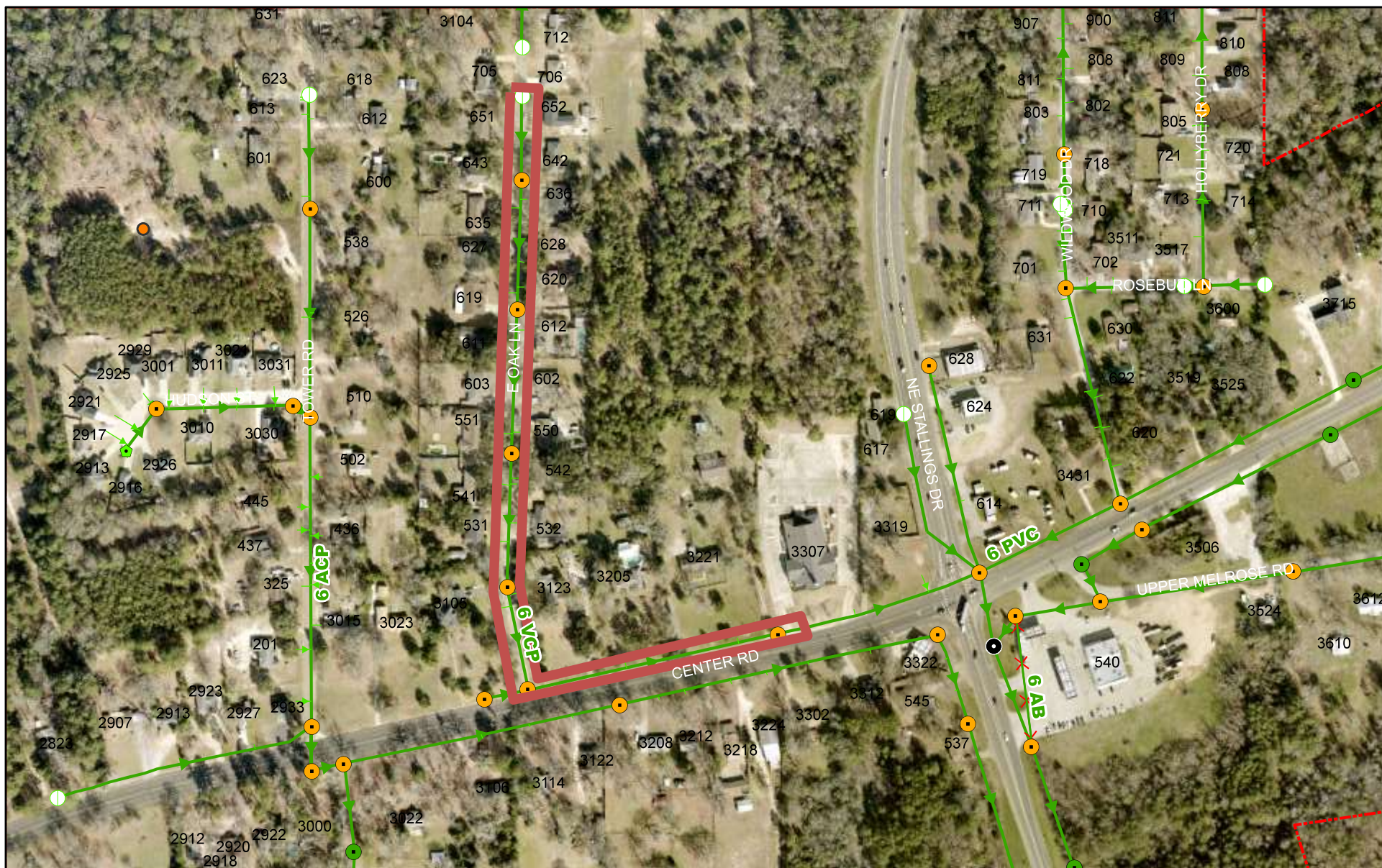
Items excluded from the work scope and fees listed in this **Basic Services** portion of the proposal include:

1. Traffic studies or traffic control warrants.
2. Boundary surveys, easement preparation (shown as Additional Services below), easement acquisition, and rights-of-entry.
3. Construction phase surveying and staking (limited staking coordinates will be provided upon request).
4. Storm Water Pollution Prevention Plan and associated required site inspections and administration.
5. Nationwide NPDES Permitting and associated administrative requirements.
6. Construction phase inspection services (RPR).
7. Geotechnical investigations and recommendations.
8. TDLR TAS review fees for accessibility compliance.
9. Subgrade de-watering system design.

ADDITIONAL SERVICES

1. Conduct necessary survey field work and property research to properly locate any required easements on the ground. Prepare survey plats for permanent and temporary easements and field note descriptions for permanent easements to be included in the Easement Agreement documents prepared by the City (typically referred to as Exhibits A and B). Based upon review of the proposed project scope Consultant estimates that as many as four (4) permanent and temporary easements may be required.

City of Nacogdoches GIS



10/2/2025, 5:52:31 PM

- Buildings  Sewer Mains  City Limits  Blue: Blue
- Man Holes  Plugs  ABANDONED Image  Red: Red
-  Not Found  Clean Outs  Sewer Mains  Red: Red
-  City Located/GPS'd  Sewer Taps  Street Labels  Green: Green

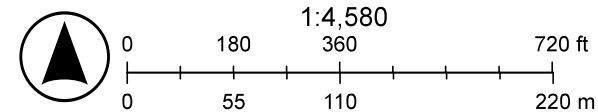


Exhibit B
Payment Terms and Schedule

Compensation for services shall be as outlined below:

Schedule of Payment for each phase:

Topographic Design Survey (60 days)	\$ 9,500
Preliminary Designs and Estimates (45 days)	\$ 6,500
Final Design and Details (45 days)	\$ 9,750
Bid Phase and Construction Admin Services	\$ 14,500 (Hourly)
Easement Docs (\$2,000/ea x 4)	\$ 8,000 (Total)
Total	\$ 48,250 (Not to Exceed)

Unless amended by a duly authorized written change order, the total payment for all invoices on this job, including both salary and non-salary expenses, shall not exceed the amount set forth in paragraph 2.01 of this Contract (\$48,250).

The Consultant must submit **monthly** invoices to the City, accompanied by an explanation of charges, professional fees, services, and expenses. The City will pay such invoices according to its normal payment procedures.



HOURLY RATE AND EXPENSE SCHEDULE
~FY2024-25~

CATEGORY	DESCRIPTION	CHARGE UNITS	CHARGE RATE
ENGINEERS	PRINCIPAL PROFESSIONAL ENGINEER	HOURLY	\$225
	SENIOR PROFESSIONAL ENGINEER	HOURLY	\$175
	DESIGN ENGINEER II/PROJECT MANAGER	HOURLY	\$150
	DESIGN ENGINEER I	HOURLY	\$125
	ENGINEER-IN-TRAINING II	HOURLY	\$110
	ENGINEER-IN-TRAINING I	HOURLY	\$95
SURVEYORS	SENIOR REGISTERED PROFESSIONAL LAND SURVEYOR (RPLS)	HOURLY	\$175
	PROJECT RPLS II/PROJECT MANAGER	HOURLY	\$150
	PROJECT RPLS I	HOURLY	\$125
	SURVEYOR-IN-TRAINING II	HOURLY	\$110
	SURVEYOR-IN-TRAINING I	HOURLY	\$95
	SURVEY CREW (TWO-MAN)	HOURLY	\$140
	SURVEY CREW (THREE-MAN)	HOURLY	\$175
	SURVEY CREW (ONE-MAN)	HOURLY	\$105
DESIGNERS & CAD TECHNICIANS	SENIOR DESIGNER/PROJECT MANAGER	HOURLY	\$125
	CIVIL DESIGNER III	HOURLY	\$95
	CIVIL DESIGNER II	HOURLY	\$85
	CIVIL DESIGNER I	HOURLY	\$75
	SENIOR TECHNICIAN	HOURLY	\$95
	TECHNICIAN IV	HOURLY	\$80
	TECHNICIAN III	HOURLY	\$70
	TECHNICIAN II	HOURLY	\$55
	TECHNICIAN I	HOURLY	\$45
PROFESSIONALS	EXPERT TESTIMONY	HOURLY	\$300
ADMINISTRATIVE	ADMINISTRATIVE PROFESSIONAL	HOURLY	\$55
DIRECT EXPENSES			
PLOTING, COPYING & SCANNING	NORMAL COPIES AND PLOTS ARE INCLUDED IN HOURLY RATES		
	HIGH VOLUME SMALL FORMAT	COST	COST
	HIGH VOLUME LARGE FORMAT	COST	COST
SUPPORT VEHICLES & EQUIPMENT	PASSENGER VEHICLE	MILE	GOVT RATE
	ALL TERRAIN VEHICLE	DAY	\$150
	BOAT (ALUMINUM FLAT BOTTOM)	DAY	\$150
	GPS – RTK AND STATIC (PER RECIEVER)	DAY	\$150
	LASER TERRESTRIAL SCANNER	DAY	\$1,000
	UAV PHOTOGRAMMETRY DATA COLLECTION	FLIGHT	\$500
	UAV LiDAR DATA COLLECTION	FLIGHT	\$1,750
HOTELS, LODGING, AND MEALS	HOTELS AND LODGING	PER DIEM	GOVT RATE
	MEALS	PER DIEM	GOVT RATE

NORMAL COPIES INCLUDE MAPS, EXHIBITS, LETTERS, AND PLAN SHEETS USUALLY ASSOCIATED WITH TYPICAL PROJECTS. GOVT RATE = DOMESTIC MAXIMUM PER DIEM AND MILEAGE RATES FOR KEY OFFICIALS (TEXAS) EXPERT TESTIMONY INCLUDES LEGAL CASEWORK, MEDIATION, EXPERT WITNESS, AND SPECIAL WORK REQUIRED FOR LEGAL ACTIONS.

4/4/2025

Exhibit C

Insurance Requirements

During the term of this Contract all Consultants' insurance policies shall meet the following requirements:

I. Standard Insurance Policies Required:

- A. Commercial General Liability
- B. Business Automobile Liability
- C. Workers' Compensation
- D. Professional Liability

II. For each of these policies, the Consultant's insurance coverage shall be primary insurance with respect to the City, its officials, agents, employees and volunteers. Any self-insurance or insurance policies maintained by the City, its officials, agents, employees or volunteers, shall be considered in excess of the Consultant's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Consultant to the City pursuant to this Contract shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Contract, attached hereto as **Exhibit D**, and approved by the City before any letter of authorization to commence planning will issue or any work on the Project commences.

III. General Requirements Applicable to All Policies

- A. Only insurance carriers licensed and authorized to do business in the State of Texas will be accepted.
- B. Deductibles shall be listed on the Certificate of Insurance.
- C. "Claims made" policies will not be accepted, except for Professional Liability insurance.
- D. Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to the City of Nacogdoches.
- E. The Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent on the most current State of Texas Department of Insurance-approved forms.
- F. The City of Nacogdoches, its officials, employees and volunteers, are to be named as "Additional Insured" to the Commercial General, Umbrella and Business Automobile Liability policies. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.
- G. Waiver of subrogation in a form at least as broad as ISO form 2404 shall be provided in favor of the City on all policies obtained by the Contractor in compliance with the terms of this Agreement.

IV. Commercial (General) Liability requirements:

- A. Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A. M. Best Key Rating Guide.
- B. Minimum Limit of \$1,000,000 per occurrence for bodily injury and property damage with a \$2,000,000 annual aggregate.
- C. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
- D. The coverage shall not exclude premises/operations; independent contracts, products/completed operations, contractual liability (insuring the indemnity provided herein), and where exposures exist, Explosion Collapse and Underground coverage.
- E. The City shall be included as an additional insured and the policy shall be endorsed to waive subrogation and to be primary and non-contributory.

V. Business Automobile Liability requirements:

- A. Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A. M. Best Key Rating Guide.
- B. Minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage.
- C. The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
- D. The coverage shall include owned autos, leased or rented autos, non-owned autos, any autos and hired autos.

VI. The worker's compensation insurance requirements:

- 1. Employer's Liability shall be no less than the required statutory minimum limits for each accident, each disease and cover all employees of Consultant, the Consultant, and all employees of any and all subconsultants or subcontractors of Consultant providing services on the Project.
- 2. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
- 3. Texas must appear in Item 3A of the Workers Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

VII. Professional Liability requirements:

- A. Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A.M. Best Key Rating Guide.
- B. Minimum of \$1,000,000 per claim and \$2,000,000 aggregate, with a maximum deductible of \$100,000.00. Financial statements shall be furnished to the City of

- Nacogdoches when requested.
- C. Policy must include availability of a two-year extended reporting period.
- D. Retroactive date must be shown on certificate.

Exhibit D
Certificates of Insurance



City Council Meeting

Date: November 4, 2025

Agenda Item: 6.A.

PRESENTER: Mike Neu, Executive Director of Development and Infrastructure

ITEM/SUBJECT: Consider approval of Resolution 1399-11-25 regarding appointment to the Pineywoods Groundwater Conservation District Board of Directors. (Executive Director of Development and Infrastructure)

SUMMARY/BACKGROUND: In 2001, the Texas Legislature passed House Bill 2572 authorizing the creation of the Pineywoods Groundwater Conservation District as a governmental agency to regulate groundwater and protect it from overuse. Approved by voters in a general election in Nov. 2001, the District includes all of Angelina and Nacogdoches Counties. District website: www.pgcd.org.

The District is currently governed by a seven-member Board of Directors, each serving overlapping three-year terms, appointed by the county commissioners of Angelina and Nacogdoches Counties and by the city councils of Lufkin and Nacogdoches. The City of Nacogdoches is allowed one appointment to the Board, and the term of the current representative, Jimmy Mize, expires on Dec. 31, 2025.

FINANCIAL:

No financial impact associated with this item.

COUNCIL PRIORITIES: THIS AGENDA ITEM IS CONSISTENT WITH THE FOLLOWING CITY COUNCIL PRIORITIES

CITY CONTACT: Mike Neu
Executive Director of Development and Infrastructure

ATTACHMENTS: 1. Resolution
2. PGCD Board of Directors

RESOLUTION NO. 1399-11-25

A RESOLUTION APPOINTING A REPRESENTATIVE FROM THE CITY OF NACOGDOCHES TO THE PINEYWOODS GROUNDWATER CONSERVATION DISTRICT BOARD OF DIRECTORS.

WHEREAS, Texas Special District Local Laws Code Chapter 8847 allows for the City of Nacogdoches to appoint one director to the Pineywoods Groundwater Conservation District Board of Directors to represent its interests; and

WHEREAS, the Nacogdoches City Council meeting in regular session on November 4, 2025, is in agreement that _____ should be appointed to represent the City of Nacogdoches on the Board; and

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Nacogdoches, Texas, that the City Council does hereby appoint _____ to represent the City of Nacogdoches on the Pineywoods Groundwater Conservation District Board of Directors beginning January 2026.

PASSED AND APPROVED, this the _____ day of November, 2025.

CITY OF NACOGDOCHES

Randy Johnson, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Hadnot, City Secretary

Jerry Baker, City Attorney

Current Directors

Directors	Current Term began	Date expires	Member Since
Jimmy Mize - President	January 2023	12/31/2025	4/10/2008
appointment - City of Nacogdoches <i>representing: City of Nacogdoches</i>			
Kevin Gee - Vice President	January 2023	12/31/2025	1/1/2020
appointment - City of Lufkin <i>representing: City of Lufkin</i>			
Gloria Montes - Secretary	January 2024	12/31/2026	2/16/2006
appointment - Nacogdoches County <i>representing: Rural water utilities</i>			
Tommy Carswell - Treasurer	January 2025	12/31/2027	1/1/2019
appointment - Angelina County <i>representing: Rural water utilities</i>			
Roger Russell	January 2024	12/31/2026	5/11/2022
appointment - Angelina and Nacogdoches Counties <i>representing: Forestry/Agriculture</i>			
Stephen Raley	January 2025	12/31/2027	1/1/2019
appointment - Angelina County <i>representing: Large industry</i>			
Greg Grigsby	January 2024	12/31/2026	2/12/2024
appointment - Nacogdoches County <i>representing: Forestry/Agriculture</i>			