



April 19, 2022

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 either by teleconference or in person in Council Chambers.

Members of the public who wish to submit comments on a listed agenda item by telephone must contact the City Secretary's office by email at vinsonj@nactx.us or by calling 936-559-2506 and providing their name, telephone number and relevant agenda item upon which they wish to speak. All requests to make comments must be received by 12:00 p.m. on April 19, 2022. For all timely requests received, staff will call the submitted phone numbers directly during the meeting when the corresponding item comes up for comment. NOTE: The incoming phone call from City staff will be an unfamiliar number.

**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 speak about items not listed on the agenda. In order to address City Council please complete the Open Forum Form and submit it to the City Secretary prior to the start of the meeting. In accordance with the Texas Open Meetings Act, City Council shall not discuss, deliberate, or make any decisions on items discussed during Open Forum. Comments are limited to 3 minutes per person. Open Forum is limited to the first 5 citizens who submit an Open Forum Form.
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 for April 5, 2022 regular meeting and April 6, 2022 Special Meeting. (City Secretary)
 - B. Consider approval of a Mutual Aid Agreement between the City of Nacogdoches and Stephen F. Austin Police Department for the provision of law enforcement during an emergency. (Police Chief)
 - C. Consider approval of a Mutual Aid Agreement between the City of Nacogdoches and City of Henderson for the provision of law enforcement during an emergency.

(Police Chief)

- D. Consider approval of a Mutual Aid Agreement between the City of Nacogdoches and City of Crockett for the provision of law enforcement during an emergency. (Police Chief)
 - E. Consider approval of a Mutual Aid Agreement between the City of Nacogdoches and San Augustine County for the provision of law enforcement during an emergency. (Police Chief)
 - F. Consider approval of a Mutual Aid Agreement between the City of Nacogdoches and Shelby County for the provision of law enforcement during an emergency. (Police Chief)
 - G. Consider approval of a resolution of support for appropriation request for the US 59/259 North Interchange Project. (Economic Development Director)
 - H. Consider acceptance of Texas Department of Transportation STEP - Click it or Ticket grant. (Police Chief)
 - I. Consider approval of an ordinance amending Ordinance No. 1906-04-22 appropriating various amounts in accordance with budget adopted for the ensuing fiscal year beginning October 1, 2021 and ending September 30, 2022 for the Texas Department of Transportation STEP - Click it or Ticket grant program. (Police Chief)
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. **Public Hearing**: Discuss and consider approval of a Historic Overlay Zoning application for the property located at 403 S. Shawnee St. HO#2022-001 (Community Services Director)
 - B. **Public Hearing**: Consider a Zone Change from PD, Planned Development District to R-1, Single Family for approximately 32 acres, being Lots 1, 2, 3, 4R, 5 and 6R-1 of the Timber Springs Subdivision. This request has been submitted by Lone Star Breeder Farms, Inc. Case File ZON2022-02. (City Planner)
 - C. Receive mid-year Nacogdoches Economic Development Corporation (NEDCO) update. (NEDCO Chair)
 - D. Consider approval of a contract by and between the City of Nacogdoches and Drewery Construction Co., Inc. for the 2022 Street Paving Project #1 in a not-to-exceed amount of \$918,483.00 (Assistant Director of Public Works)

- E. Consider approval of the purchase and installation of playground equipment from GameTime for the Ritchie Street Playground in the amount of \$240,397.26. (Community Services Director)
 - F. Consider the adoption of a budget amendment in the amount of \$60,500.00 for the purchase and installation of playground equipment for Ritchie Street Park (Community Services Director).
 - G. Hold a discussion and give direction regarding the City of Nacogdoches Capital Improvements Projects program. (Finance Director)
7. EXECUTIVE SESSION: Executive Sessions are for City Council to receive information and deliberate on matters specified in Subchapter D of the Texas Open Meetings Act. Council may reconvene in open session to vote on the matter.
- A. Personnel Matters – Pursuant to Texas Government Code Section 551.074, deliberations regarding the appointment or employment of a public officer or employee. The subject of this executive session is to discuss the annual evaluation and extension of the City Attorney's contract.
8. Open for action, if any, on Executive Session item(s).
9. ADJOURN.



Jan Vinson, 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

I certify the notice of meeting was posted in the directory outside of City Hall, 202 E. Pilar Street, Nacogdoches, Texas on April 13, 2022 at 3 p.m. and remained posted until meeting convened.

Jan Vinson, City Secretary



City Council Meeting

Date: April 19, 2022

Agenda Item: 5.A.

PRESENTER: Jan Vinson, City Secretary

ITEM/SUBJECT: Consider approval of minutes for April 5, 2022 regular meeting and April 6, 2022 Special Meeting. (City Secretary)

SUMMARY/BACKGROUND:

FINANCIAL:

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

CITY CONTACT: Jan Vinson, City Secretary
vinsonj@nactx.us
936-559-2506

ATTACHMENTS: 1. 04.05.22 Minutes
2. 04.06.22 Minutes



Regular Session
Nacogdoches City Council
March 15, 2022 – 5:30 p.m.
City Council Room – City Hall
202 East Pilar Street

DRAFT

City Council present in person: Mayor Jimmy Mize, Council Members Kathleen Belanger, Roy Boldon, Amelia Fischer and Jay Anderson.

1. Called to order at 5:31 p.m.
2. Pledge of Allegiance.
3. Matt Moore spoke during open forum regarding the 380 Agreement between the City and Crawford Construction. He discussed other ways the money could have been spent. He also stated that all discussions regarding the subdivision and 380 Agreement could have been done in open session and not executive session. Mr. Moore requested that City Council make a presentation during a City Council meeting explaining how this development will follow the Comprehensive Plan.
4. No items removed from the 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 for March 15, 2022 regular meeting.
 - B. Consider a resolution amending authorized representatives to Texas Local Government Investment Pool (TexPool) to add Assistant Director of Finance.
 - C. Consider an ordinance amending Chapter 34, Article IV "Junked Vehicles" of the City of Nacogdoches, Texas Code of Ordinances to update and streamline the regulation of junked vehicles.
 - D. Consider cancellation of the construction contract of the ongoing 2021 Seal Coat Project.
 - E. Consider rejecting bid for fleet vehicles.

Council Member Jay Anderson moved approval; motion duly seconded by Council Member Roy Boldon and carried by unanimous vote.

6. **REGULAR AGENDA:**

- A. Receive a presentation from the Texas Police Chiefs' Association by Chief Todd Hunter, Kilgore Police Department, regarding the successful completion of the TPCA Accreditation Program by the Nacogdoches Police Department.

Chief Todd Hunter, Kilgore Police Department and past President of the Texas Police Chiefs Association, presented the Nacogdoches Police Department with the Law Enforcement Accreditation Program Certification.

- B. Consider approval of a contract by and between the City of Nacogdoches and Stolz Mechanical Contractors, LLC for the 2021 SWTP Filter 7 Rehabilitation Project in a not-to-exceed amount of \$885,732.00.

Sam Cramer, Project Engineer, stated that on March 17, 2022 staff received four bids with Stolz Mechanical Contractors being the lowest bidder at a total of \$885,732. This project will include underdrain and filter media replacement, replacement of valves and actuators, replacement of effluent turbidimeters and replacement of ultrasonic level transmitters.

Council Member Kathleen Belanger moved approval; motion duly seconded by Council Member Jay Anderson and carried by unanimous vote.

Minutes unofficial until approved by City Council

- C. Consider a resolution regarding the application of Centerpoint Energy Resources Corp., Beaumont/East Texas Division, to increase rates under the Gas Reliability Infrastructure Program; suspending Centerpoint's proposed effective date for forty-five days; and authorizing the City's continued participation in a coalition of cities known as the "Alliance Of Centerpoint Municipalities."

Steven Kirkland, City Attorney, stated the City should exercise due diligence with regard to rate increases of monopoly utilities who operate within its boundaries, including increases requested under the GRIP statute to ensure compliance with the requirements of that law. This includes whether CenterPoint's current rates produce a rate of return in excess of its authorized rate of return.

To exercise diligence, it is necessary to suspend CenterPoint's proposed effective date of May 2, 2022, for forty-five days to June 16, 2022, so that the City can evaluate whether the data and calculations in CenterPoint's rate application are correctly done.

Therefore, ACM's Special Counsel, the law firm of Herrera Law & Associates, PLLC (through Alfred R. Herrera) recommends that the City adopt a resolution suspending CenterPoint's proposed effective date for forty-five days. Mr. Herrera will not charge the City for this work.

City Council discussed possible recourse if the rate calculations are not correct and poor customer service regarding construction clean up.

Council Member Kathleen Belanger moved approval; motion duly seconded by Council Member Amelia Fischer and carried by unanimous vote.

- D. Consider approval of a fee waiver policy to leverage the efforts of nonprofit agencies in improving the lives of the citizens of Nacogdoches in a fiscally responsible manner.

Steven Kirkland, City Attorney, stated that City fees are required by the Texas Constitution to be tied to the costs of issuing the permit, regulating the activity or providing the service. Fees are periodically reviewed and revised to ensure the fee covers, but does not exceed, the costs of the activity associated with the fee. A waiver of the fee transfers those costs to other persons seeking that permit or service. These waivers may be di minimus in impact, but best practices require an accounting to ensure that is the case.

This policy outlines the types of fees at issue, requires an application setting out the nature of the agency, the specific request and the public purpose that will be served by the request. It gives the City Manager directions on the factors to be considered in granting the request and requires a budget be established for tracking the requests.

Council Member Amelia Fischer moved approval; motion duly seconded by Council Member Roy Boldon and carried by unanimous vote.

- E. Receive a report, hold a discussion and give staff direction on an ordinance or policy to provide local preferences in procurement.

Steven Kirkland, City Attorney, stated the law does allow local preferences for acquisition of services and goods. Under certain circumstances, the City may give a preference to local businesses. If a local business submits a bid that is 3% or 5% higher than the lowest non-local bid, the City may award the contract to a local bidder. The percentage varies depending on the type of purchase being awarded.

Mr. Kirkland stated that local preference in procurement can be achieved via ordinance, policy or by practice and reviewed the pros and cons of each.

Brandi Cartwright spoke during public comment stating she is in full support of local preference procurement.

Council Member Fischer stated there should be a minimum for prevailing wages. She also stated she states she believes local preference by procurement in the form of an ordinance.

Council Member Belanger stated she'd like to start with a strict policy and then move to an ordinance.

Council Member Boldon discussed the cost of doing business with the City of Nacogdoches.

Jay Anderson discussed HUB (Historically Underutilized Businesses) bid requirements.

City Council directed the City Attorney to come back to City Council with a draft policy to provide local preference in procurement and in six months to a year transition into an ordinance. The policy can start out strict and can be adjusted or modified before it is written into an ordinance if necessary.

7. Adjourned 7:02 p.m.

ATTEST:

Mayor Jimmy Mize
City Council
City of Nacogdoches

Jan Vinson, City Secretary



Special Session
Nacogdoches City Council
April 6, 2022 – 3:30 p.m.
C.L. Simon Recreation Center
1112 North Street

DRAFT

City Council present: Mayor Jimmy Mize, Council Members Jay Anderson, Amelia Fischer and Kathleen Belanger. **Absent:** Council Member Roy Boldon

1. Called to order at 3:32 p.m.
2. Pledge of Allegiance.
3. No one spoke during Open Forum.

4. **WORK SESSION:**

- A. Receive a report, hold a discussion and give staff direction regarding Capital Improvement Projects and potential funding options.

Pam Curbow, Director of Finance, discussed Capital Improvement Projects (CIP) discussed during November 2021 work sessions, proposed CIP package, funding options and defined priority tiers. She discussing bond issuance of \$20,000,000, interest rates and remaining within current debt rate, and projects that can be cash funded.

City Council discussed park restrooms, grant funding, drainage issues, water/sewer line replacement, funding options, fire stations, utility rate study and fund transfers.

Council Member Belanger suggested the fire station CIP not be funded to save money.

- B. Discuss and give staff direction on proposed 2022-2023 Budget Calendar.

Pam Curbow, Director of Finance, reviewed the budget calendar.

3. Adjourned 5:53 p.m.

ATTEST:

Mayor Jimmy Mize
City Council
City of Nacogdoches

Jan Vinson, City Secretary

Minutes unofficial until approved by City Council

PRESENTER: Jim Sevey, Police Chief

ITEM/SUBJECT: Consider approval of a Mutual Aid Agreement between the City of Nacogdoches and Stephen F. Austin Police Department for the provision of law enforcement during an emergency. (Police Chief)

SUMMARY/BACKGROUND: Mutual Aid agreements allow law enforcement agencies to aid and assist other participating law enforcement agencies during an emergency by assigning some of their resources, equipment, and/or law enforcement personnel to the affected agency as circumstances permit. These agreements recognize the fact that natural or man-made occurrences may result in emergencies that exceed the resources, equipment and/or law enforcement personnel of individual law enforcement agencies. The specific intent of the Agreement is to safeguard the lives, persons, and property of citizens during an emergency .

The City of Nacogdoches has participated in the past and this agreement merely updates the existing agreement.

FINANCIAL:

No financial impact associated with this item.

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

Not Applicable

CITY CONTACT: Jim Sevey, Police Chief
seveyj@nactx.us
936-559-2601

ATTACHMENTS: 1. Municipal Aid Agreement

Mutual Aid Agreement

THE STATE OF TEXAS

COUNTY OF NACOGDOCHES

THIS MUTUAL AID AGREEMENT (the "Agreement") is made and entered into by and between the City of Nacogdoches, a municipal corporation under the laws of the State of Texas, acting by and through its governing body, the Nacogdoches City Commission, and Stephen F. Austin Police Department, under the laws of the State of Texas, acting by and through its governing body, Stephen F. Austin State University. This agreement is made pursuant to chapter 791 of the Texas Government code (the Interlocal Cooperation Act), as amended, chapter 418 of the Texas Government code (the Texas Disaster Act of 1975), as amended, and chapter 362 of the Texas Local Government Code.

Section 1

Purpose of Agreement

This agreement is made in recognition of the fact that natural or man-made occurrences may result in emergencies or incidents that exceed the resources, equipment and/or law enforcement personnel of a law enforcement agency. Each law enforcement agency who signs a copy of the Agreement has and does express its intent to aid and assist the other participating law enforcement agencies during an emergency or incident by assigning some of their resources, equipment, and/or law enforcement personnel to the affected law enforcement agency as circumstances permit and in accordance with the terms of the Agreement. The specific intent of the Agreement is to safeguard the lives, persons, and property of citizens by enabling other law enforcement agencies to provide additional resources, equipment, and/or law enforcement personnel as needed.

Section 2

Definitions

For the purpose of this Agreement, the following terms are defined as follows:

Aiding law enforcement agency: A participating law enforcement agency that provides resources, equipment, and/or law enforcement personnel to a stricken law enforcement agency during an emergency.

Disaster: An occurrence or threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or technological cause, including but not limited to fire, flood, earthquake, wind, storm, hazardous materials spill, or other water contamination requiring emergency action to avert danger or damage, epidemic, air contamination, blight, extended periods of severe and inclement weather, drought, infestation, critical shortages of essential fuels and energy, explosion, riot, hostile military or paramilitary action or acts of domestic terrorism.

Emergency: A natural or man-made situation that threatens or causes loss of life and property and exceeds the physical and organizational capabilities of a unit of local, state, or federal government.

Incident: A law enforcement incident that exceeds the physical or organizational capabilities of a local law enforcement agency. Typical incidents include, but are not limited to: barricaded persons, hostage situations, sniper situations, or high-risk felony arrests.

Law enforcement personnel: An employee of a participating law enforcement agency who is a peace officer (as defined by state law and the Texas Commission on Law Enforcement) and by virtue of his office or public employment, is vested by the state or federal law with the primary duty of maintaining public order and making arrests for violations of state or federal law.

Mutual aid: A definite and prearranged written agreement and plan whereby regular response and assistance is provided in the event of a natural or man-made emergency.

Participating law enforcement agencies: A law enforcement agency that commits itself to this mutual aid agreement by having an authorized representative sign this Agreement.

State: The term *state* refers exclusively to the state of Texas.

Stricken law enforcement agency: A participating law enforcement agency which has a primary jurisdiction over the site of the emergency but due to insufficient resources, equipment, and/or law enforcement personnel is unable to provide an adequate response to an emergency without the assistance of others.

Section 3

Agreement to Effectuate the Mutual Aid Plan

- A. Each undersigned party agrees that in the event of an emergency, it will respond to requests for assistance by a stricken law enforcement agency with such law enforcement personnel, equipment, facilities, or services as is, in the opinion of the aiding law enforcement agency, available. Provided, however, that each party reserves the right to refuse to render assistance or to recall any or all rendered assistance, whenever it believes that such refusal or recall is necessary to ensure adequate protection of its own jurisdiction or safety of its personnel.
- B. It is expected that requests for mutual aid under the Agreement will be initiated only when the needs of the stricken agency exceeds its resources. Aiding agencies will be released and returned to their own jurisdictions as soon as the situation is restored to the point where the stricken agency is able to satisfactorily handle the situation with its own resources or when an aiding agency decides to recall its assistance.
- C. Whenever an emergency is of such magnitude and consequence that it is deemed advisable by the senior officer present of the stricken law enforcement agency to request

assistance from an aiding law enforcement agency, he is hereby authorized to do so under the terms of this mutual aid agreement.

The senior officer present of the aiding law enforcement agency is authorized to and shall forthwith take the following actions:

- Immediately determine what type of assistance is being requested.
 - Immediately determine if the requested resources, equipment, and/or law enforcement personnel can be committed to the stricken law enforcement agency.
 - Immediately dispatch the resources, equipment and/or law enforcement personnel that are available to the stricken law enforcement agency.
- D. At the emergency site, the most senior officer of the stricken law enforcement agency present shall assume full responsibility and command for operations at the scene. Law enforcement personnel from the aiding agencies shall report to and shall work under the direction and supervision of the stricken agency. Provided, however, that at all times, the personnel of the aiding agencies shall remain employees of their own agency and shall adhere to the policies and procedures of their own employer. While working under the direction of the aiding agency, law enforcement personnel shall only be required to respond to lawful orders.
- E. The chief law enforcement officers of the participating agencies will establish an operational plan for giving and receiving aid under this Agreement. Said plan will be reviewed, updated, and tested at regular intervals.

Section 4

No Indemnity or Debt Created by this Agreement

- A. The participating agencies agree that this Agreement shall not give rise to any liability or responsibility for the failure to respond to any request for assistance made pursuant to this Agreement. This Agreement shall not be construed as deemed to be an Agreement for the benefit of any third party or parties, or no third party or parties shall have any right or action whatsoever hereunder for any cause whatsoever.
- B. The participating agencies further agree that each agency will be responsible for defending its own respective entity and personnel in any action, claim, or dispute that arises in connection with or as the result of this Agreement and that each agency will be responsible for bearing their own costs, damages, losses, expenses, and attorney fees arising from or related to such action, claim, or dispute.
- C. The participating agency regularly employing the law enforcement officer shall pay all wages and disability payments, pension payments, damages to equipment and clothing, medical expenses, and travel, food, and lodging expenses. The participating agency whose authorized official requested the services shall reimburse the original participating agency after the payment is made and reimbursement is requested. Any payments made under this Agreement (1) will be based on cost recovery, (2) will fairly compensate for

the services performed and (3) will be made from the current revenues available to the paying party. The parties agree that when outside sources are available, they will seek reimbursement of any expenses incurred under this agreement from other possible funding sources in the manner required by the funding source. The parties agree they will cooperate in seeking reimbursement from any source including any monies set aside by federal and state authorities for law enforcement grants, disaster aid or any other funding source.

- D. By entering into this Agreement, no party waives sovereign immunity defenses or any other limitation of liability. No provision of this agreement is intended to modify or waive any provision of the Texas Tort Claims Act, as amended.

Section 5 Adoption and Termination

This mutual aid agreement shall be in full force and in effect when approved by the governing body of the participating agency and executed by a representative of a participating law enforcement agency who has the legal authority to sign and enter into this Agreement on behalf of his/her law enforcement agency.

Any participating law enforcement agency may withdraw from this Agreement upon giving ninety (90) days written notice addressed to each of the other agencies.

This signatory certifies that this mutual aid agreement has been adopted and approved by ordinance, resolution, memorandum of understanding, or other manner adopted by law.

City of Nacogdoches

Mayor Date

Benny 3/28/22
Chief of Police Date

Attest:

Notary Public, State of Texas

Date

Stephen F. Austin Police Department

Adith K. Russell 3/22/22
VP, Business Affairs Date

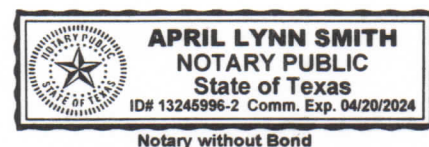
John J. [unclear] 3/22/22
Chief of Police Date

Attest:

April Lynn Smith
Notary Public, State of Texas

3/22/22
Date

[4]



**Nacogdoches Police Department
Mutual Aid
Operations Plan**

Participating Agencies:

Nacogdoches Police Department
Stephen F. Austin University Police Department
Center Police Department
Crockett Police Department
Henderson Police Department
Lufkin Police Department
San Augustine Police Department
Trinity County Sheriff's Office

Nacogdoches ISD Police Department
Nacogdoches County Sheriff's Office
Shelby County Sheriff's Office
Houston County Sheriff's Office
Rusk County Sheriff's Office
Angelina County Sheriff's Office
San Augustine County Sheriff's Office
Cherokee County Sheriff's Office

Purpose:

This plan is required by the 2021 Law Enforcement Mutual Aid Agreement between the above listed agencies. The plan will be updated annually, and as needed, by the Nacogdoches Police Department.

Definition:

Senior Law Enforcement Officer on Duty = officer responsible for the operation of the shift, normally the highest ranking officer.

Duties of Stricken Law Enforcement Agency:

The senior officer on duty may initiate the call for assistance to aiding agencies. He/she should be able to provide information on the type of assets needed, nature of the event, point of contact information and location to report to. The stricken law enforcement agency shall maintain overall command of any incident in their jurisdiction. The initiating officer shall also be responsible for notifying his/her Chief or Sheriff as soon as possible that aid has been requested from another participating agency.

Duties of Aiding Law Enforcement Agency:

Upon receipt of a request for aid from a participating agency, the senior officer on duty shall determine if the requested aid is available and can be committed to the stricken agency. If the requested aid is available, he/she shall be responsible for notifying his/her Chief or Sheriff as soon as possible that aid has been requested and what steps have been taken to provide aid to the stricken agency, if any.

Aiding officers shall understand that they are at all times employees of their home agency, acting in a support role, during an emergency situation that is under the command and control of the stricken agency.

Post Incident Reporting:

As soon as practical, but within ten (10) working days after the completion of an incident requiring assistance from a participating agency, the stricken agency shall provide a copy of the incident/offense report to any participating agency that provided aid.

As soon as practical, but within ten (10) working days after the completion of an incident requiring assistance from a participating agency, the stricken agency shall provide a full listing of equipment and personnel deployed to the stricken agency. When requested, this list shall include hourly rates for employees of the aiding agency, hours of use for equipment deployed and amounts and replacement costs for supplies expended in support of the operation.

Updated: January 21, 2020

Assistant Chief Scott Weems
Nacogdoches Police Department
312 W. Main Street
Nacogdoches, TX 75961



February 17, 2022

Chief Fields,

As you know, most cities and counties have some type of mutual aid agreement in place as part of their emergency management plan. These existing agreements cover disaster type situations, but often do not clearly address discretionary law enforcement services or even emergency aid between law enforcement agencies. The Nacogdoches Police Department is attempting to obtain mutual aid agreements that are law enforcement specific, between the department and other area law enforcement agencies. I think you will find that the attached agreement helps to clarify the duties of the requesting and aiding agencies, especially in urgent, short-term emergencies that are not typically covered by a disaster declaration.

This is a new form of our prior agreements. It has been updated to comply with current state statutes and to enhance our respective opportunities for cost recovery of significant expenditures under these agreements when other funds are available.

This agreement is designed to allow any participating agency to provide, or request, assistance to or from any other participating agency. NPD will keep a master file of the active agreements and will provide all other agencies a current list of agencies that are a party to the agreement.

If you choose to participate, the agreement needs to be signed by the VP of Business Affairs and you as the agency head, for your department. Once signed and notarized please return the original document to me. If there are any questions, feel free to contact me.

Sincerely,

Scott Weems
Assistant Chief of Police
P.O. Box 635030
Nacogdoches, Texas 75963
(936) 559-2619

Nacogdoches Police Department

Protecting The Oldest Town in Texas

Jim Sevey, Chief of Police

312 W. Main Street, Nacogdoches, TX 75961 (936) 559-2607
Home of Stephen F. Austin State University



To: Chief John Fields

From: Scott Weems, Assistant Chief of Police

In re: Revised Memorandum of Understanding

Date: February 17, 2022

Greetings,

The City of Nacogdoches has reviewed the current law regarding the Memorandum of Understanding (MOU) and has elected to revise the recent one previously sent out to include the new language. We apologize for any inconvenience this may cause.

Nacogdoches Police Department

Protecting The Oldest Town in Texas

Jim Sevey, Chief of Police

312 W. Main Street, Nacogdoches, TX 75961 (936) 559-2607

Home of Stephen F. Austin State University

PRESENTER: Jim Sevey, Police Chief

ITEM/SUBJECT: Consider approval of a Mutual Aid Agreement between the City of Nacogdoches and City of Henderson for the provision of law enforcement during an emergency. (Police Chief)

SUMMARY/BACKGROUND: Mutual Aid agreements allow law enforcement agencies to aid and assist other participating law enforcement agencies during an emergency by assigning some of their resources, equipment, and/or law enforcement personnel to the affected agency as circumstances permit. These agreements recognize the fact that natural or man-made occurrences may result in emergencies that exceed the resources, equipment and/or law enforcement personnel of individual law enforcement agencies. The specific intent of the Agreement is to safeguard the lives, persons, and property of citizens during an emergency .

The City of Nacogdoches has participated in the past and this agreement merely updates the existing agreement.

FINANCIAL:

No financial impact associated with this item.

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

Not Applicable

CITY CONTACT: Jim Sevey, Police Chief
seveyj@nactx.us
936-559-2601

ATTACHMENTS: 1. Mutual Aid Agreement

Mutual Aid Agreement

THE STATE OF TEXAS

COUNTY OF NACOGDOCHES

THIS MUTUAL AID AGREEMENT (the "Agreement") is made and entered into by and between the City of Nacogdoches, a municipal corporation under the laws of the State of Texas, acting by and through its governing body, the Nacogdoches City Commission, and the City of Henderson, a municipal corporation under the laws of the State of Texas, acting by and through its governing body, the Henderson City Council. This agreement is made pursuant to chapter 791 of the Texas Government code (the Interlocal Cooperation Act), as amended, chapter 418 of the Texas Government code (the Texas Disaster Act of 1975), as amended, and chapter 362 of the Texas Local Government Code.

Section 1

Purpose of Agreement

This agreement is made in recognition of the fact that natural or man-made occurrences may result in emergencies or incidents that exceed the resources, equipment and/or law enforcement personnel of a law enforcement agency. Each law enforcement agency who signs a copy of the Agreement has and does express its intent to aid and assist the other participating law enforcement agencies during an emergency or incident by assigning some of their resources, equipment, and/or law enforcement personnel to the affected law enforcement agency as circumstances permit and in accordance with the terms of the Agreement. The specific intent of the Agreement is to safeguard the lives, persons, and property of citizens by enabling other law enforcement agencies to provide additional resources, equipment, and/or law enforcement personnel as needed.

Section 2

Definitions

For the purpose of this Agreement, the following terms are defined as follows:

Aiding law enforcement agency: A participating law enforcement agency that provides resources, equipment, and/or law enforcement personnel to a stricken law enforcement agency during an emergency.

Disaster: An occurrence or threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or technological cause, including but not limited to fire, flood, earthquake, wind, storm, hazardous materials spill, or other water contamination requiring emergency action to avert danger or damage, epidemic, air contamination, blight, extended periods of severe and inclement weather, drought, infestation, critical shortages of essential fuels and energy, explosion, riot, hostile military or paramilitary action or acts of domestic terrorism.

Emergency: A natural or man-made situation that threatens or causes loss of life and property and exceeds the physical and organizational capabilities of a unit of local, state, or federal government.

Incident: A law enforcement incident that exceeds the physical or organizational capabilities of a local law enforcement agency. Typical incidents include, but are not limited to: barricaded persons, hostage situations, sniper situations, or high-risk felony arrests.

Law enforcement personnel: An employee of a participating law enforcement agency who is a peace officer (as defined by state law and the Texas Commission on Law Enforcement) and by virtue of his office or public employment, is vested by the state or federal law with the primary duty of maintaining public order and making arrests for violations of state or federal law.

Mutual aid: A definite and prearranged written agreement and plan whereby regular response and assistance is provided in the event of a natural or man-made emergency.

Participating law enforcement agencies: A law enforcement agency that commits itself to this mutual aid agreement by having an authorized representative sign this Agreement.

State: The term *state* refers exclusively to the state of Texas.

Stricken law enforcement agency: A participating law enforcement agency which has a primary jurisdiction over the site of the emergency but due to insufficient resources, equipment, and/or law enforcement personnel is unable to provide an adequate response to an emergency without the assistance of others.

Section 3

Agreement to Effectuate the Mutual Aid Plan

- A. Each undersigned party agrees that in the event of an emergency, it will respond to requests for assistance by a stricken law enforcement agency with such law enforcement personnel, equipment, facilities, or services as is, in the opinion of the aiding law enforcement agency, available. Provided, however, that each party reserves the right to refuse to render assistance or to recall any or all rendered assistance, whenever it believes that such refusal or recall is necessary to ensure adequate protection of its own jurisdiction or safety of its personnel.
- B. It is expected that requests for mutual aid under the Agreement will be initiated only when the needs of the stricken agency exceeds its resources. Aiding agencies will be released and returned to their own jurisdictions as soon as the situation is restored to the point where the stricken agency is able to satisfactorily handle the situation with its own resources or when an aiding agency decides to recall its assistance.
- C. Whenever an emergency is of such magnitude and consequence that it is deemed advisable by the senior officer present of the stricken law enforcement agency to request

assistance from an aiding law enforcement agency, he is hereby authorized to do so under the terms of this mutual aid agreement.

The senior officer present of the aiding law enforcement agency is authorized to and shall forthwith take the following actions:

- Immediately determine what type of assistance is being requested.
 - Immediately determine if the requested resources, equipment, and/or law enforcement personnel can be committed to the stricken law enforcement agency.
 - Immediately dispatch the resources, equipment and/or law enforcement personnel that are available to the stricken law enforcement agency.
- D. At the emergency site, the most senior officer of the stricken law enforcement agency present shall assume full responsibility and command for operations at the scene. Law enforcement personnel from the aiding agencies shall report to and shall work under the direction and supervision of the stricken agency. Provided, however, that at all times, the personnel of the aiding agencies shall remain employees of their own agency and shall adhere to the policies and procedures of their own employer. While working under the direction of the aiding agency, law enforcement personnel shall only be required to respond to lawful orders.
- E. The chief law enforcement officers of the participating agencies will establish an operational plan for giving and receiving aid under this Agreement. Said plan will be reviewed, updated, and tested at regular intervals.

Section 4

No Indemnity or Debt Created by this Agreement

- A. The participating agencies agree that this Agreement shall not give rise to any liability or responsibility for the failure to respond to any request for assistance made pursuant to this Agreement. This Agreement shall not be construed as deemed to be an Agreement for the benefit of any third party or parties, or no third party or parties shall have any right or action whatsoever hereunder for any cause whatsoever.
- B. The participating agencies further agree that each agency will be responsible for defending its own respective entity and personnel in any action, claim, or dispute that arises in connection with or as the result of this Agreement and that each agency will be responsible for bearing their own costs, damages, losses, expenses, and attorney fees arising from or related to such action, claim, or dispute.
- C. The participating agency regularly employing the law enforcement officer shall pay all wages and disability payments, pension payments, damages to equipment and clothing, medical expenses, and travel, food, and lodging expenses. The participating agency whose authorized official requested the services shall reimburse the original participating agency after the payment is made and reimbursement is requested. Any payments made under this Agreement (1) will be based on cost recovery, (2) will fairly compensate for

the services performed and (3) will be made from the current revenues available to the paying party. The parties agree that when outside sources are available, they will seek reimbursement of any expenses incurred under this agreement from other possible funding sources in the manner required by the funding source. The parties agree they will cooperate in seeking reimbursement from any source including any monies set aside by federal and state authorities for law enforcement grants, disaster aid or any other funding source.

- D. By entering into this Agreement, no party waives sovereign immunity defenses or any other limitation of liability. No provision of this agreement is intended to modify or waive any provision of the Texas Tort Claims Act, as amended.

Section 5 Adoption and Termination

This mutual aid agreement shall be in full force and in effect when approved by the governing body of the participating agency and executed by a representative of a participating law enforcement agency who has the legal authority to sign and enter into this Agreement on behalf of his/her law enforcement agency.

Any participating law enforcement agency may withdraw from this Agreement upon giving ninety (90) days written notice addressed to each of the other agencies.

This signatory certifies that this mutual aid agreement has been adopted and approved by ordinance, resolution, memorandum of understanding, or other manner adopted by law.

City of Nacogdoches

Mayor Date

Bunny 3/28/22
Chief of Police Date

Attest:

Notary Public, State of Texas

Date

City of Henderson

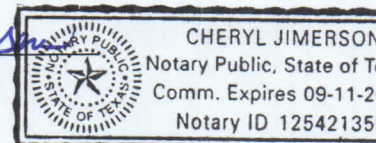
John Allen 3-7-22
Mayor Date

[Signature] 3-7-2022
Chief of Police Date

Attest:

Cheryl Jimerson
Notary Public, State of Texas

March 7, 2022
Date



PRESENTER: Jim Sevey, Police Chief

ITEM/SUBJECT: Consider approval of a Mutual Aid Agreement between the City of Nacogdoches and City of Crockett for the provision of law enforcement during an emergency.
(Police Chief)

SUMMARY/BACKGROUND: Mutual Aid agreements allow law enforcement agencies to aid and assist other participating law enforcement agencies during an emergency by assigning some of their resources, equipment, and/or law enforcement personnel to the affected agency as circumstances permit. These agreements recognize the fact that natural or man-made occurrences may result in emergencies that exceed the resources, equipment and/or law enforcement personnel of individual law enforcement agencies. The specific intent of the Agreement is to safeguard the lives, persons, and property of citizens during an emergency .

The City of Nacogdoches has participated in the past and this agreement merely updates the existing agreement.

FINANCIAL:

No financial impact associated with this item.

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

Not Applicable

CITY CONTACT: Jim Sevey, Police Chief
seveyj@nactx.us
936-559-2601

ATTACHMENTS: 1. Mutual Aid Agreement

Mutual Aid Agreement

THE STATE OF TEXAS

COUNTY OF NACOGDOCHES

THIS MUTUAL AID AGREEMENT (the "Agreement") is made and entered into by and between the City of Nacogdoches, a municipal corporation under the laws of the State of Texas, acting by and through its governing body, the Nacogdoches City Commission, and the City of Crockett, a municipal corporation under the laws of the State of Texas, acting by and through its governing body, the Crockett City Council. This agreement is made pursuant to chapter 791 of the Texas Government code (the Interlocal Cooperation Act), as amended, chapter 418 of the Texas Government code (the Texas Disaster Act of 1975), as amended, and chapter 362 of the Texas Local Government Code.

Section 1

Purpose of Agreement

This agreement is made in recognition of the fact that natural or man-made occurrences may result in emergencies or incidents that exceed the resources, equipment and/or law enforcement personnel of a law enforcement agency. Each law enforcement agency who signs a copy of the Agreement has and does express its intent to aid and assist the other participating law enforcement agencies during an emergency or incident by assigning some of their resources, equipment, and/or law enforcement personnel to the affected law enforcement agency as circumstances permit and in accordance with the terms of the Agreement. The specific intent of the Agreement is to safeguard the lives, persons, and property of citizens by enabling other law enforcement agencies to provide additional resources, equipment, and/or law enforcement personnel as needed.

Section 2

Definitions

For the purpose of this Agreement, the following terms are defined as follows:

Aiding law enforcement agency: A participating law enforcement agency that provides resources, equipment, and/or law enforcement personnel to a stricken law enforcement agency during an emergency.

Disaster: An occurrence or threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or technological cause, including but not limited to fire, flood, earthquake, wind, storm, hazardous materials spill, or other water contamination requiring emergency action to avert danger or damage, epidemic, air contamination, blight, extended periods of severe and inclement weather, drought, infestation, critical shortages of essential fuels and energy, explosion, riot, hostile military or paramilitary action or acts of domestic terrorism.

Emergency: A natural or man-made situation that threatens or causes loss of life and property and exceeds the physical and organizational capabilities of a unit of local, state, or federal government.

Incident: A law enforcement incident that exceeds the physical or organizational capabilities of a local law enforcement agency. Typical incidents include, but are not limited to: barricaded persons, hostage situations, sniper situations, or high-risk felony arrests.

Law enforcement personnel: An employee of a participating law enforcement agency who is a peace officer (as defined by state law and the Texas Commission on Law Enforcement) and by virtue of his office or public employment, is vested by the state or federal law with the primary duty of maintaining public order and making arrests for violations of state or federal law.

Mutual aid: A definite and prearranged written agreement and plan whereby regular response and assistance is provided in the event of a natural or man-made emergency.

Participating law enforcement agencies: A law enforcement agency that commits itself to this mutual aid agreement by having an authorized representative sign this Agreement.

State: The term *state* refers exclusively to the state of Texas.

Stricken law enforcement agency: A participating law enforcement agency which has a primary jurisdiction over the site of the emergency but due to insufficient resources, equipment, and/or law enforcement personnel is unable to provide an adequate response to an emergency without the assistance of others.

Section 3

Agreement to Effectuate the Mutual Aid Plan

- A. Each undersigned party agrees that in the event of an emergency, it will respond to requests for assistance by a stricken law enforcement agency with such law enforcement personnel, equipment, facilities, or services as is, in the opinion of the aiding law enforcement agency, available. Provided, however, that each party reserves the right to refuse to render assistance or to recall any or all rendered assistance, whenever it believes that such refusal or recall is necessary to ensure adequate protection of its own jurisdiction or safety of its personnel.
- B. It is expected that requests for mutual aid under the Agreement will be initiated only when the needs of the stricken agency exceeds its resources. Aiding agencies will be released and returned to their own jurisdictions as soon as the situation is restored to the point where the stricken agency is able to satisfactorily handle the situation with its own resources or when an aiding agency decides to recall its assistance.
- C. Whenever an emergency is of such magnitude and consequence that it is deemed advisable by the senior officer present of the stricken law enforcement agency to request

assistance from an aiding law enforcement agency, he is hereby authorized to do so under the terms of this mutual aid agreement.

The senior officer present of the aiding law enforcement agency is authorized to and shall forthwith take the following actions:

- Immediately determine what type of assistance is being requested.
 - Immediately determine if the requested resources, equipment, and/or law enforcement personnel can be committed to the stricken law enforcement agency.
 - Immediately dispatch the resources, equipment and/or law enforcement personnel that are available to the stricken law enforcement agency.
- D. At the emergency site, the most senior officer of the stricken law enforcement agency present shall assume full responsibility and command for operations at the scene. Law enforcement personnel from the aiding agencies shall report to and shall work under the direction and supervision of the stricken agency. Provided, however, that at all times, the personnel of the aiding agencies shall remain employees of their own agency and shall adhere to the policies and procedures of their own employer. While working under the direction of the aiding agency, law enforcement personnel shall only be required to respond to lawful orders.
- E. The chief law enforcement officers of the participating agencies will establish an operational plan for giving and receiving aid under this Agreement. Said plan will be reviewed, updated, and tested at regular intervals.

Section 4

No Indemnity or Debt Created by this Agreement

- A. The participating agencies agree that this Agreement shall not give rise to any liability or responsibility for the failure to respond to any request for assistance made pursuant to this Agreement. This Agreement shall not be construed as deemed to be an Agreement for the benefit of any third party or parties, or no third party or parties shall have any right or action whatsoever hereunder for any cause whatsoever.
- B. The participating agencies further agree that each agency will be responsible for defending its own respective entity and personnel in any action, claim, or dispute that arises in connection with or as the result of this Agreement and that each agency will be responsible for bearing their own costs, damages, losses, expenses, and attorney fees arising from or related to such action, claim, or dispute.
- C. The participating agency regularly employing the law enforcement officer shall pay all wages and disability payments, pension payments, damages to equipment and clothing, medical expenses, and travel, food, and lodging expenses. The participating agency whose authorized official requested the services shall reimburse the original participating agency after the payment is made and reimbursement is requested. Any payments made under this Agreement (1) will be based on cost recovery, (2) will fairly compensate for

the services performed and (3) will be made from the current revenues available to the paying party. The parties agree that when outside sources are available, they will seek reimbursement of any expenses incurred under this agreement from other possible funding sources in the manner required by the funding source. The parties agree they will cooperate in seeking reimbursement from any source including any monies set aside by federal and state authorities for law enforcement grants, disaster aid or any other funding source.

- D. By entering into this Agreement, no party waives sovereign immunity defenses or any other limitation of liability. No provision of this agreement is intended to modify or waive any provision of the Texas Tort Claims Act, as amended.

Section 5 Adoption and Termination

This mutual aid agreement shall be in full force and in effect when approved by the governing body of the participating agency and executed by a representative of a participating law enforcement agency who has the legal authority to sign and enter into this Agreement on behalf of his/her law enforcement agency.

Any participating law enforcement agency may withdraw from this Agreement upon giving ninety (90) days written notice addressed to each of the other agencies.

This signatory certifies that this mutual aid agreement has been adopted and approved by ordinance, resolution, memorandum of understanding, or other manner adopted by law.

City of Nacogdoches

Mayor Date

J. Sanchez 3/28/22
Chief of Police Date

Attest:

Notary Public, State of Texas

Date

City of Crockett

[Signature] 2/28/22
Mayor Date

[Signature] 2/28/22
Chief of Police Date

Attest:

Mitzi Stefk
Notary Public, State of Texas

2-28-2022
Date

[4]



**Nacogdoches Police Department
Mutual Aid
Operations Plan**

Participating Agencies:

Nacogdoches Police Department
Stephen F. Austin University Police Department
Center Police Department
Crockett Police Department
Henderson Police Department
Lufkin Police Department
San Augustine Police Department
Trinity County Sheriff's Office

Nacogdoches ISD Police Department
Nacogdoches County Sheriff's Office
Shelby County Sheriff's Office
Houston County Sheriff's Office
Rusk County Sheriff's Office
Angelina County Sheriff's Office
San Augustine County Sheriff's Office
Cherokee County Sheriff's Office

Purpose:

This plan is required by the 2021 Law Enforcement Mutual Aid Agreement between the above listed agencies. The plan will be updated annually, and as needed, by the Nacogdoches Police Department.

Definition:

Senior Law Enforcement Officer on Duty = officer responsible for the operation of the shift, normally the highest ranking officer.

Duties of Stricken Law Enforcement Agency:

The senior officer on duty may initiate the call for assistance to aiding agencies. He/she should be able to provide information on the type of assets needed, nature of the event, point of contact information and location to report to. The stricken law enforcement agency shall maintain overall command of any incident in their jurisdiction. The initiating officer shall also be responsible for notifying his/her Chief or Sheriff as soon as possible that aid has been requested from another participating agency.

Duties of Aiding Law Enforcement Agency:

Upon receipt of a request for aid from a participating agency, the senior officer on duty shall determine if the requested aid is available and can be committed to the stricken agency. If the requested aid is available, he/she shall be responsible for notifying his/her Chief or Sheriff as soon as possible that aid has been requested and what steps have been taken to provide aid to the stricken agency, if any.

Aiding officers shall understand that they are at all times employees of their home agency, acting in a support role, during an emergency situation that is under the command and control of the stricken agency.

Post Incident Reporting:

As soon as practical, but within ten (10) working days after the completion of an incident requiring assistance from a participating agency, the stricken agency shall provide a copy of the incident/offense report to any participating agency that provided aid.

As soon as practical, but within ten (10) working days after the completion of an incident requiring assistance from a participating agency, the stricken agency shall provide a full listing of equipment and personnel deployed to the stricken agency. When requested, this list shall include hourly rates for employees of the aiding agency, hours of use for equipment deployed and amounts and replacement costs for supplies expended in support of the operation.

Updated: January 21, 2020

Assistant Chief Scott Weems
Nacogdoches Police Department
312 W. Main Street
Nacogdoches, TX 75961



City Council Meeting

Date: April 19, 2022

Agenda Item: 5.E.

PRESENTER: Jim Sevey, Police Chief

ITEM/SUBJECT: Consider approval of a Mutual Aid Agreement between the City of Nacogdoches and San Augustine County for the provision of law enforcement during an emergency. (Police Chief)

SUMMARY/BACKGROUND: Mutual Aid agreements allow law enforcement agencies to aid and assist other participating law enforcement agencies during an emergency by assigning some of their resources, equipment, and/or law enforcement personnel to the affected agency as circumstances permit. These agreements recognize the fact that natural or man-made occurrences may result in emergencies that exceed the resources, equipment and/or law enforcement personnel of individual law enforcement agencies. The specific intent of the Agreement is to safeguard the lives, persons, and property of citizens during an emergency .

The City of Nacogdoches has participated in the past and this agreement merely updates the existing agreement.

FINANCIAL:

No financial impact associated with this item.

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

Not Applicable

CITY CONTACT: Jim Sevey, Police Chief
seveyj@nactx.us
936-559-2601

ATTACHMENTS: 1. Mutual Aid Agreement

Mutual Aid Agreement

THE STATE OF TEXAS

COUNTY OF NACOGDOCHES

THIS MUTUAL AID AGREEMENT (the "Agreement") is made and entered into by and between the City of Nacogdoches, a municipal corporation under the laws of the State of Texas, acting by and through its governing body, the Nacogdoches City Commission, and San Augustine County under the laws of the State of Texas, acting by and through its governing body, the San Augustine County Commissioners' Court. This agreement is made pursuant to chapter 791 of the Texas Government code (the Interlocal Cooperation Act), as amended, chapter 418 of the Texas Government code (the Texas Disaster Act of 1975), as amended, and chapter 362 of the Texas Local Government Code.

Section 1

Purpose of Agreement

This agreement is made in recognition of the fact that natural or man-made occurrences may result in emergencies or incidents that exceed the resources, equipment and/or law enforcement personnel of a law enforcement agency. Each law enforcement agency who signs a copy of the Agreement has and does express its intent to aid and assist the other participating law enforcement agencies during an emergency or incident by assigning some of their resources, equipment, and/or law enforcement personnel to the affected law enforcement agency as circumstances permit and in accordance with the terms of the Agreement. The specific intent of the Agreement is to safeguard the lives, persons, and property of citizens by enabling other law enforcement agencies to provide additional resources, equipment, and/or law enforcement personnel as needed.

Section 2

Definitions

For the purpose of this Agreement, the following terms are defined as follows:

Aiding law enforcement agency: A participating law enforcement agency that provides resources, equipment, and/or law enforcement personnel to a stricken law enforcement agency during an emergency.

Disaster: An occurrence or threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or technological cause, including but not limited to fire, flood, earthquake, wind, storm, hazardous materials spill, or other water contamination requiring emergency action to avert danger or damage, epidemic, air contamination, blight, extended periods of severe and inclement weather, drought, infestation, critical shortages of essential fuels and energy, explosion, riot, hostile military or paramilitary action or acts of domestic terrorism.

Emergency: A natural or man-made situation that threatens or causes loss of life and property and exceeds the physical and organizational capabilities of a unit of local, state, or federal government.

Incident: A law enforcement incident that exceeds the physical or organizational capabilities of a local law enforcement agency. Typical incidents include, but are not limited to: barricaded persons, hostage situations, sniper situations, or high-risk felony arrests.

Law enforcement personnel: An employee of a participating law enforcement agency who is a peace officer (as defined by state law and the Texas Commission on Law Enforcement) and by virtue of his office or public employment, is vested by the state or federal law with the primary duty of maintaining public order and making arrests for violations of state or federal law.

Mutual aid: A definite and prearranged written agreement and plan whereby regular response and assistance is provided in the event of a natural or man-made emergency.

Participating law enforcement agencies: A law enforcement agency that commits itself to this mutual aid agreement by having an authorized representative sign this Agreement.

State: The term *state* refers exclusively to the state of Texas.

Stricken law enforcement agency: A participating law enforcement agency which has a primary jurisdiction over the site of the emergency but due to insufficient resources, equipment, and/or law enforcement personnel is unable to provide an adequate response to an emergency without the assistance of others.

Section 3

Agreement to Effectuate the Mutual Aid Plan

- A. Each undersigned party agrees that in the event of an emergency, it will respond to requests for assistance by a stricken law enforcement agency with such law enforcement personnel, equipment, facilities, or services as is, in the opinion of the aiding law enforcement agency, available. Provided, however, that each party reserves the right to refuse to render assistance or to recall any or all rendered assistance, whenever it believes that such refusal or recall is necessary to ensure adequate protection of its own jurisdiction or safety of its personnel.
- B. It is expected that requests for mutual aid under the Agreement will be initiated only when the needs of the stricken agency exceeds its resources. Aiding agencies will be released and returned to their own jurisdictions as soon as the situation is restored to the point where the stricken agency is able to satisfactorily handle the situation with its own resources or when an aiding agency decides to recall its assistance.
- C. Whenever an emergency is of such magnitude and consequence that it is deemed advisable by the senior officer present of the stricken law enforcement agency to request

assistance from an aiding law enforcement agency, he is hereby authorized to do so under the terms of this mutual aid agreement.

The senior officer present of the aiding law enforcement agency is authorized to and shall forthwith take the following actions:

- Immediately determine what type of assistance is being requested.
 - Immediately determine if the requested resources, equipment, and/or law enforcement personnel can be committed to the stricken law enforcement agency.
 - Immediately dispatch the resources, equipment and/or law enforcement personnel that are available to the stricken law enforcement agency.
- D. At the emergency site, the most senior officer of the stricken law enforcement agency present shall assume full responsibility and command for operations at the scene. Law enforcement personnel from the aiding agencies shall report to and shall work under the direction and supervision of the stricken agency. Provided, however, that at all times, the personnel of the aiding agencies shall remain employees of their own agency and shall adhere to the policies and procedures of their own employer. While working under the direction of the aiding agency, law enforcement personnel shall only be required to respond to lawful orders.
- E. The chief law enforcement officers of the participating agencies will establish an operational plan for giving and receiving aid under this Agreement. Said plan will be reviewed, updated, and tested at regular intervals.

Section 4

No Indemnity or Debt Created by this Agreement

- A. The participating agencies agree that this Agreement shall not give rise to any liability or responsibility for the failure to respond to any request for assistance made pursuant to this Agreement. This Agreement shall not be construed as deemed to be an Agreement for the benefit of any third party or parties, or no third party or parties shall have any right or action whatsoever hereunder for any cause whatsoever.
- B. The participating agencies further agree that each agency will be responsible for defending its own respective entity and personnel in any action, claim, or dispute that arises in connection with or as the result of this Agreement and that each agency will be responsible for bearing their own costs, damages, losses, expenses, and attorney fees arising from or related to such action, claim, or dispute.
- C. The participating agency regularly employing the law enforcement officer shall pay all wages and disability payments, pension payments, damages to equipment and clothing, medical expenses, and travel, food, and lodging expenses. The participating agency whose authorized official requested the services shall reimburse the original participating agency after the payment is made and reimbursement is requested. Any payments made under this Agreement (1) will be based on cost recovery, (2) will fairly compensate for

the services performed and (3) will be made from the current revenues available to the paying party. The parties agree that when outside sources are available, they will seek reimbursement of any expenses incurred under this agreement from other possible funding sources in the manner required by the funding source. The parties agree they will cooperate in seeking reimbursement from any source including any monies set aside by federal and state authorities for law enforcement grants, disaster aid or any other funding source.

- D. By entering into this Agreement, no party waives sovereign immunity defenses or any other limitation of liability. No provision of this agreement is intended to modify or waive any provision of the Texas Tort Claims Act, as amended.

Section 5

Adoption and Termination

This mutual aid agreement shall be in full force and in effect when approved by the governing body of the participating agency and executed by a representative of a participating law enforcement agency who has the legal authority to sign and enter into this Agreement on behalf of his/her law enforcement agency.

Any participating law enforcement agency may withdraw from this Agreement upon giving ninety (90) days written notice addressed to each of the other agencies.

This signatory certifies that this mutual aid agreement has been adopted and approved by ordinance, resolution, memorandum of understanding, or other manner adopted by law.

City of Nacogdoches

Mayor Date

Sevey 3/28/22
Chief of Police Date

Attest:

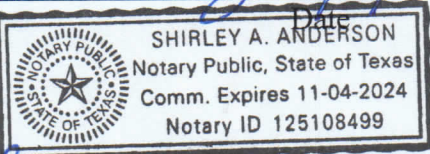
Notary Public, State of Texas

Date

San Augustine County

[Signature] 3/28/2022
County Judge Date

[Signature] 3/2/2022
Sheriff Date

Attest: 

Shirley A. Anderson
Notary Public, State of Texas

03/02/22
Date

PRESENTER: Jim Sevey, Police Chief

ITEM/SUBJECT: Consider approval of a Mutual Aid Agreement between the City of Nacogdoches and Shelby County for the provision of law enforcement during an emergency.
(Police Chief)

SUMMARY/BACKGROUND: Mutual Aid agreements allow law enforcement agencies to aid and assist other participating law enforcement agencies during an emergency by assigning some of their resources, equipment, and/or law enforcement personnel to the affected agency as circumstances permit. These agreements recognize the fact that natural or man-made occurrences may result in emergencies that exceed the resources, equipment and/or law enforcement personnel of individual law enforcement agencies. The specific intent of the Agreement is to safeguard the lives, persons, and property of citizens during an emergency .

The City of Nacogdoches has participated in the past and this agreement merely updates the existing agreement.

FINANCIAL:

No financial impact associated with this item.

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

Not Applicable

CITY CONTACT: Jim Sevey, Police Chief
seveyj@nacts.us
936-559-2601

ATTACHMENTS: 1. Mutual Aid Agreement

Mutual Aid Agreement

THE STATE OF TEXAS

COUNTY OF NACOGDOCHES

THIS MUTUAL AID AGREEMENT (the "Agreement") is made and entered into by and between the City of Nacogdoches, a municipal corporation under the laws of the State of Texas, acting by and through its governing body, the Nacogdoches City Commission, and Shelby County under the laws of the State of Texas, acting by and through its governing body, the Shelby County Commissioners' Court. This agreement is made pursuant to chapter 791 of the Texas Government code (the Interlocal Cooperation Act), as amended, chapter 418 of the Texas Government code (the Texas Disaster Act of 1975), as amended, and chapter 362 of the Texas Local Government Code.

Section 1 Purpose of Agreement

This agreement is made in recognition of the fact that natural or man-made occurrences may result in emergencies or incidents that exceed the resources, equipment and/or law enforcement personnel of a law enforcement agency. Each law enforcement agency who signs a copy of the Agreement has and does express its intent to aid and assist the other participating law enforcement agencies during an emergency or incident by assigning some of their resources, equipment, and/or law enforcement personnel to the affected law enforcement agency as circumstances permit and in accordance with the terms of the Agreement. The specific intent of the Agreement is to safeguard the lives, persons, and property of citizens by enabling other law enforcement agencies to provide additional resources, equipment, and/or law enforcement personnel as needed.

Section 2 Definitions

For the purpose of this Agreement, the following terms are defined as follows:

Aiding law enforcement agency: A participating law enforcement agency that provides resources, equipment, and/or law enforcement personnel to a stricken law enforcement agency during an emergency.

Disaster: An occurrence or threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or technological cause, including but not limited to fire, flood, earthquake, wind, storm, hazardous materials spill, or other water contamination requiring emergency action to avert danger or damage, epidemic, air contamination, blight, extended periods of severe and inclement weather, drought, infestation, critical shortages of essential fuels and energy, explosion, riot, hostile military or paramilitary action or acts of domestic terrorism.

Emergency: A natural or man-made situation that threatens or causes loss of life and property and exceeds the physical and organizational capabilities of a unit of local, state, or federal government.

Incident: A law enforcement incident that exceeds the physical or organizational capabilities of a local law enforcement agency. Typical incidents include, but are not limited to: barricaded persons, hostage situations, sniper situations, or high-risk felony arrests.

Law enforcement personnel: An employee of a participating law enforcement agency who is a peace officer (as defined by state law and the Texas Commission on Law Enforcement) and by virtue of his office or public employment, is vested by the state or federal law with the primary duty of maintaining public order and making arrests for violations of state or federal law.

Mutual aid: A definite and prearranged written agreement and plan whereby regular response and assistance is provided in the event of a natural or man-made emergency.

Participating law enforcement agencies: A law enforcement agency that commits itself to this mutual aid agreement by having an authorized representative sign this Agreement.

State: The term *state* refers exclusively to the state of Texas.

Stricken law enforcement agency: A participating law enforcement agency which has a primary jurisdiction over the site of the emergency but due to insufficient resources, equipment, and/or law enforcement personnel is unable to provide an adequate response to an emergency without the assistance of others.

Section 3

Agreement to Effectuate the Mutual Aid Plan

- A. Each undersigned party agrees that in the event of an emergency, it will respond to requests for assistance by a stricken law enforcement agency with such law enforcement personnel, equipment, facilities, or services as is, in the opinion of the aiding law enforcement agency, available. Provided, however, that each party reserves the right to refuse to render assistance or to recall any or all rendered assistance, whenever it believes that such refusal or recall is necessary to ensure adequate protection of its own jurisdiction or safety of its personnel.
- B. It is expected that requests for mutual aid under the Agreement will be initiated only when the needs of the stricken agency exceeds its resources. Aiding agencies will be released and returned to their own jurisdictions as soon as the situation is restored to the point where the stricken agency is able to satisfactorily handle the situation with its own resources or when an aiding agency decides to recall its assistance.
- C. Whenever an emergency is of such magnitude and consequence that it is deemed advisable by the senior officer present of the stricken law enforcement agency to request

assistance from an aiding law enforcement agency, he is hereby authorized to do so under the terms of this mutual aid agreement.

The senior officer present of the aiding law enforcement agency is authorized to and shall forthwith take the following actions:

- Immediately determine what type of assistance is being requested.
 - Immediately determine if the requested resources, equipment, and/or law enforcement personnel can be committed to the stricken law enforcement agency.
 - Immediately dispatch the resources, equipment and/or law enforcement personnel that are available to the stricken law enforcement agency.
- D. At the emergency site, the most senior officer of the stricken law enforcement agency present shall assume full responsibility and command for operations at the scene. Law enforcement personnel from the aiding agencies shall report to and shall work under the direction and supervision of the stricken agency. Provided, however, that at all times, the personnel of the aiding agencies shall remain employees of their own agency and shall adhere to the policies and procedures of their own employer. While working under the direction of the aiding agency, law enforcement personnel shall only be required to respond to lawful orders.
- E. The chief law enforcement officers of the participating agencies will establish an operational plan for giving and receiving aid under this Agreement. Said plan will be reviewed, updated, and tested at regular intervals.

Section 4

No Indemnity or Debt Created by this Agreement

- A. The participating agencies agree that this Agreement shall not give rise to any liability or responsibility for the failure to respond to any request for assistance made pursuant to this Agreement. This Agreement shall not be construed as deemed to be an Agreement for the benefit of any third party or parties, or no third party or parties shall have any right or action whatsoever hereunder for any cause whatsoever.
- B. The participating agencies further agree that each agency will be responsible for defending its own respective entity and personnel in any action, claim, or dispute that arises in connection with or as the result of this Agreement and that each agency will be responsible for bearing their own costs, damages, losses, expenses, and attorney fees arising from or related to such action, claim, or dispute.
- C. The participating agency regularly employing the law enforcement officer shall pay all wages and disability payments, pension payments, damages to equipment and clothing, medical expenses, and travel, food, and lodging expenses. The participating agency whose authorized official requested the services shall reimburse the original participating agency after the payment is made and reimbursement is requested. Any payments made under this Agreement (1) will be based on cost recovery, (2) will fairly compensate for

the services performed and (3) will be made from the current revenues available to the paying party. The parties agree that when outside sources are available, they will seek reimbursement of any expenses incurred under this agreement from other possible funding sources in the manner required by the funding source. The parties agree they will cooperate in seeking reimbursement from any source including any monies set aside by federal and state authorities for law enforcement grants, disaster aid or any other funding source.

- D. By entering into this Agreement, no party waives sovereign immunity defenses or any other limitation of liability. No provision of this agreement is intended to modify or waive any provision of the Texas Tort Claims Act, as amended.

Section 5 Adoption and Termination

This mutual aid agreement shall be in full force and in effect when approved by the governing body of the participating agency and executed by a representative of a participating law enforcement agency who has the legal authority to sign and enter into this Agreement on behalf of his/her law enforcement agency.

Any participating law enforcement agency may withdraw from this Agreement upon giving ninety (90) days written notice addressed to each of the other agencies.

This signatory certifies that this mutual aid agreement has been adopted and approved by ordinance, resolution, memorandum of understanding, or other manner adopted by law.

City of Nacogdoches

Mayor Date

SServey 3/28/22
Chief of Police Date

Attest:

Notary Public, State of Texas

Date

Shelby County

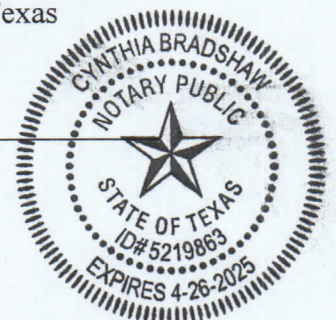
Allison Furlow 3/2/22
County Judge Date

Kevin W. Wurdan 3-2-22
Sheriff Date

Attest:

Cynthia Bradshaw
Notary Public, State of Texas

3-2-2022
Date



PRESENTER: Larissa Philpot, Economic Development Director

ITEM/SUBJECT: Consider approval of a resolution of support for appropriation request for the US 59/259 North Interchange Project. (Economic Development Director)

SUMMARY/BACKGROUND: The Infrastructure Investment and Jobs Act is transformational in the amount of funding available for infrastructure investment. This funding can help accelerate the development of projects such as I-69.

The United States House Appropriations Committee has invited Members of Congress to request appropriations for projects within their districts. Through a visit with Congressman Pete Sessions' office in association with the Alliance for I-69, the Congressman's staff encouraged Alliance members to submit a request for an appropriation to support the I-69 upgrade in the Congressman's new district, which includes Nacogdoches County.

After discussions with TxDOT's Lufkin District staff, a determination was made that an appropriation request could be made to assist TxDOT in acquiring right-of-way for the US 59/259 North Nacogdoches Interchange project. This project, which is included in TxDOT's Unified Transportation Plan, is a high priority project for Lufkin TxDOT. It is anticipated to cost \$155 million. Right-of-way acquisition is scheduled to begin in late 2023 or early 2024.

As this project is located outside the City limits, a resolution of support is also being requested from the Nacogdoches County Commissioners Court.

There is no local match required for right-of-way acquisition, as this project is located on a hurricane evacuation route.

FINANCIAL:

No financial impact associated with this item

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

I-69 Development

CITY CONTACT: Larissa L. Philpot-Brown, Economic Development Director
lphilpot@nedco.org
936-559-1255

ATTACHMENTS: 1. Resolution - Appropriation 59-259 North Interchange - City

**CITY OF NACOGDOCHES, TEXAS
RESOLUTION NO. 1299-04-22**

A RESOLUTION OF THE CITY OF NACOGDOCHES, TEXAS SUPPORTING A REQUEST FOR APPROPRIATIONS TO THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE US 59/259 NORTH NACOGDOCHES INTERCHANGE PROJECT.

WHEREAS, US 59 is part of the congressionally designated I-69 Corridor stretching from the Texas-Mexico border to the Canadian border in Michigan, and the improvements proposed in this project will be constructed to interstate standards in anticipation of it being added to the national Interstate Highway system.

WHEREAS, TxDOT and the I-69 Angelina & Nacogdoches County's Committees performed a robust public outreach process to inform local citizens of alignment options for Interstate 69 and following public input recommended upgrading the existing US 59 alignment as far north as possible.

WHEREAS, in 2014, the City of Nacogdoches City Council adopted a resolution supporting the upgrade of the existing US 59 alignment.

WHEREAS, TxDOT has included the US 59/259 North Nacogdoches Interchange Project is a high priority project for the Lufkin TxDOT District and is included in the current Unified Transportation Plan with construction starting in 2029.

WHEREAS, TxDOT is proposing to upgrade the existing US 59 by adding frontage roads and reconstructing the existing US 59/259 North Nacogdoches Interchange, at a cost of approximately \$155 million.

WHEREAS, the right-of-way acquisition for this project will begin by late 2023 or early 2024.

WHEREAS, there is no local match required for right-of-way acquisition, due to this project's location on a designated hurricane evacuation route.

WHEREAS, the City has concluded and hereby finds that the US 59/259 North Nacogdoches Interchange Project will enhance safety, improve traffic flow and provide a more efficient route for coastal evacuation.

NOW, THEREFORE, be it resolved by the City Council of the City of Nacogdoches, Texas that:

1. The City supports the Texas Department of Transportation's efforts for upgrading the US 59/259 North Nacogdoches interchange as soon as possible.
2. Hereby requests the office of Congressman Pete Sessions support a request for an appropriation for up to \$3 million for right-of-way acquisition for the US 59/259 North Nacogdoches Interchange Project.

PASSED AND APPROVED, this the 19th day of April, 2022, by a vote of _____ (ayes) to _____ (nays) of the City Council of the City of Nacogdoches, Texas.

CITY OF NACOGDOCHES

By: _____
JIMMY MIZE, Mayor

ATTEST:

APPROVED AS TO FORM:

Jan Vinson, City Secretary

Steven Kirkland, City Attorney



City Council Meeting

Date: April 19, 2022

Agenda Item: 5.H.

PRESENTER: Jim Sevey, Police Chief

ITEM/SUBJECT: Consider acceptance of Texas Department of Transportation STEP - Click it or Ticket grant. (Police Chief)

SUMMARY/BACKGROUND: The TXDOT STEP- Click it or Ticket (CIOT) grant is funding for law enforcement agencies to increase police presence on public roadways with the intent of reducing serious injury and fatal vehicle crashes specific to unrestrained occupants.

To fulfill the STEP- CIOT grant, the City of Nacogdoches Police Department will adopt goals to increase effective enforcement and adjudication of traffic safety-related laws to reduce fatal and serious injury crashes.

Also, the City of Nacogdoches Police Department will implement strategies to increase enforcement of traffic safety-related laws, increase public education campaigns, and increase enforcement of traffic laws to achieve the adopted goals.

In conclusion, the grant from TXDOT covers overtime costs for the police department up to \$2,990.00. The City will be responsible for costs up to but not to exceed \$803.00. This is an 80/20% match agreement.

FINANCIAL:

Item is not budgeted (*Budget Amendment to follow*)

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

Not Applicable

CITY CONTACT: Jim Sevey, Chief of Police
seveyj@nactx.us
936-559-2607

ATTACHMENTS:

PRESENTER: Jim Sevey, Police Chief

ITEM/SUBJECT: Consider approval of an ordinance amending Ordinance No. 1906-04-22 appropriating various amounts in accordance with budget adopted for the ensuing fiscal year beginning October 1, 2021 and ending September 30, 2022 for the Texas Department of Transportation STEP - Click it or Ticket grant program. (Police Chief)

SUMMARY/BACKGROUND: The TXDOT STEP- Click it or Ticket (CIOT) grant is funding for law enforcement agencies to increase police presence on public roadways with the intent of reducing serious injury and fatal vehicle crashes specific to unrestrained occupants.

To fulfill the STEP- CIOT grant, the City of Nacogdoches Police Department will adopt goals to increase effective enforcement and adjudication of traffic safety-related laws to reduce fatal and serious injury crashes. Also, the City of Nacogdoches Police Department will implement strategies to increase enforcement of traffic safety-related laws, increase public education campaigns, and increase enforcement of traffic laws to achieve the adopted goals.

In conclusion, the grant from TXDOT covers overtime costs for the police department up to \$2,990.00. The City will be responsible for costs up to but not to exceed \$803.00. This is an 80/20% match agreement.

FINANCIAL:

Item is not budgeted (*Budget Amendment required – see attached*)

Account No.: 01.560.37

Account Name: *STEP WAVE Grant Revenue (CIOT)*

Amount: \$2,990.00

Account No.: 01.15.601.40

Account Name: *STEP WAVE Grant Expenditures (CIOT)*

Amount: \$803.00

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

Not Applicable

CITY CONTACT: Jim Sevey, Police Chief
seveyj@nactx.us
936-559-2601

ATTACHMENTS: 1. Budget Amendment Ordinance

AN ORDINANCE AMENDING ORDINANCE NO. 1906-04-22 APPROPRIATING VARIOUS AMOUNTS IN ACCORDANCE WITH BUDGET ADOPTED FOR THE ENSUING FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022.

WHEREAS, the City Council of the City of Nacogdoches, Texas has approved and adopted the budget for said city for the ensuing fiscal year beginning October 1, 2021 and ending September 30, 2022.

WHEREAS, the City of Nacogdoches applied for TXDOT STEP Click It Or Ticket Grant; and the grant proposal has been approved by the Texas Department of Transportation (TXDOT); and

WHEREAS, acceptance of this grant will reimburse officers wages incurred during STEP wave enforcement periods; and

WHEREAS, The City of Nacogdoches Police Department will adopt goals to increase effective enforcement and adjudication of traffic safety-related laws to reduce fatal and serious injury crashes; and

WHEREAS, The City of Nacogdoches Police Department will implement strategies to increase enforcement of traffic safety-related laws and increase public education campaigns to achieve the adopted goals.

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of Nacogdoches that sums of money as herein set forth in said budget are hereby appropriated and amended for the receipt of funds and payment of operations of the city government of the City of Nacogdoches as follows:

Fund	Dept.	Acct.	Department	Description	Amt.
01		560.37	General Fund STEP Grant Revenue	STEP WAVE Grant Revenue	\$2,990.00
01	15	601.40	Police Dept Overtime	STEP WAVE Grant Expenditures	\$803.00

PASSED AND APPROVED this the ____ day of _____.

Jimmy Mize, Mayor
City of Nacogdoches

ATTEST:

Jan Vinson, City Secretary

Approved as to form: _____
Steven Kirkland, City Attorney

Approved as to content: _____
Pamela Curbow, Director of Finance

PRESENTER: Brian Bray, Community Services Director

ITEM/SUBJECT: Public Hearing: Discuss and consider approval of a Historic Overlay Zoning application for the property located at 403 S. Shawnee St. HO#2022-001 (Community Services Director)

SUMMARY/BACKGROUND: Applicant Cleo Jenkins, representative of the E. J. Campbell Alumni Association, has requested the property located at 403 S. Shawnee St., known as the E. J. Campbell High School, be included in the Historic Overlay Zoning.

The school's location on Shawnee St. places it firmly within what was, until the 1960s, the de facto segregated middle-class residential and business district of Nacogdoches. Prior to the construction of University Drive in the 1980s, the Shawnee Street area on the western slope of Orton Hill, extending along and south from Main Street, was geographically and socially distinct from the downtown business district and the older African American Zion Hill Neighborhood.

Information from the 2014 Texas Historical Commission Marker at the E.J Campbell School:

Until it closed in 1970, the year Nacogdoches schools fully integrated, the E. J. Campbell School at this site served African American students from the town and surrounding area. The school opened in 1903 at a time when the need was evident for new educational facilities to serve growing African American communities of the area. Originally named the Nacogdoches Colored School, it was renamed for longtime principal E.J. Campbell in 1937.

Like many other communities at the time, Nacogdoches and its educational institutions were segregated in accordance with state and federal laws. Officially, these facilities were to be "separate but equal," although they often lagged behind in terms of financial support and education opportunities.

The original school, a simple four-room schoolhouse, became a central educational and social meeting place for African American communities in Nacogdoches County. Students came from miles around to attend the new school, which continued to grow over the subsequent decades. Significantly, beginning with principal Campbell's term, and under his direction, high school students regularly visited Prairie View Normal School (later Prairie View A&M University) to learn of higher education opportunities available to them. At one point, more than two-thirds of the students graduating from the E.J. Campbell School went on to attend college and excel in a number of professional fields. Notably, many of the students became certified as teachers at Prairie View and returned to work in the Nacogdoches school district. (2014)

The Historic Landmark Preservation Committee met on Monday, April 4th to consider this request. The committee recommended including the property in the Historic Overlay zoning based on criteria 1, 2, 3 and 6 of Section 50-130 Criteria for Designation.

1- Possesses significance in history, architecture, archaeology, or culture.

- 2- Is associated with events that have made a significant contribution to the broad patterns of local, regional, state, or national history.
- 3- Is associated with the lives of persons significant in the city's past.
- 6- Represents an established and familiar visual feature of the city.

The Planning and Zoning Commission met on Monday, April 11th to consider this request. The Planning and Zoning Commission voted unanimously to recommend the property be included in the historic overlay.

FINANCIAL:

No financial impact associated with this item

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

Community Engagement/Diverse Environment

CITY CONTACT: Brian Bray, Community Services Director
brayb@nactx.us
936-559-2935

ATTACHMENTS:

- 1. HLPC Staff Report
- 2. Criteria for Designation
- 3. 1946 Sanborn Map
- 4. PowerPoint Presentation

Nacogdoches Historic Landmark Preservation Committee

STAFF REPORT

CASE NUMBER: HO 2022-001

NAME OF APPLICANT: Cleo Jenkins - E.J. Campbell Alumni Association

LOCATION: 403 S. Shawnee St.

REQUESTED ACTION: Historic Overlay zoning designation

STAFF COMMENTS:

Applicant Cleo Jenkins, representative of the E. J. Campbell Alumni Association, has requested the property located at 403 S. Shawnee St., known as the E. J. Campbell High School, be included in the Historic Overlay Zoning. This property is eligible under Criteria 1, 2 and 3.

The school's location on Shawnee St. places it firmly within what was, until the 1960s, the de facto segregated middle-class residential and business district of Nacogdoches. Prior to the construction of University Drive in the 1980s, the Shawnee Street area on the western slope of Orton Hill, extending along and south from Main Street, was geographically and socially distinct from the downtown business district and the older African American Zion Hill Neighborhood.

Research provided by Cleo Jenkins, applicant:

E. J. Campbell School received a Historic Marker through the Texas Historical Commission Marker program in 2014. The marker text is as follows:

Until it closed in 1970, the year Nacogdoches schools fully integrated, the E. J. Campbell School at this site served African American students from the town and surrounding area. The school opened in 1903 at a time when the need was evident for new educational facilities to serve growing African American communities of the area. Originally named the Nacogdoches Colored School, it was renamed for longtime principal E. J. Campbell in 1937.

Like many other communities at the time, Nacogdoches and its educational institutions were segregated in accordance with state and federal laws. Officially, these facilities were to be "separate but equal," although they often lagged behind in terms of financial support and education opportunities.

The original school, a simple four-room schoolhouse, became a central educational and social meeting place for African American communities in Nacogdoches County. Students came from miles around to attend the new school, which continued to grow over the subsequent decades. Significantly, beginning with principal Campbell's term, and under his direction, high school students regularly visited Prairie View Normal School (later Prairie View A&M University) to learn of higher education opportunities available to them. At one point, more than two-thirds of the students graduating from the E. J. Campbell School went on to attend college and excel in a number of professional fields. Notably, many of the students became certified as teachers at Prairie View and returned to work in the Nacogdoches school district. (2014)

1946 Sanborn Map:

The E. J. Campbell School is included in the 1946 Sanborn Fire Map survey as the *Nacogdoches High School and Grade School (colored)*. The building is drawn in 4 sections each with their respective build

Nacogdoches Historic Landmark Preservation Committee

STAFF REPORT

dates. The sections were built in 1094, 1917, 1927 and 1936. The school also included a Home Economics and Agriculture building (separate) built in 1929 and a Auditorium (separate) built in 1940; both of those buildings have been torn down. The map also makes a note of “Houses Beyond (Colored)” on two sides of the school, identifying E.J. Campbell school as a cornerstone of a historically black neighborhood.

STAFF REPORT:

Sec 50-130. Criteria for designation.

- (1) Possesses significance in history, architecture, archaeology, or culture.
- (2) Is associated with events that have made a significant contribution to the broad patterns of local, regional, state, or national history.
- (3) Is associated with the lives of persons significant in the city’s past.
- (4) Embodies the distinctive characteristics of a type or period of architecture, or method of construction.
- (5) Represents the work of a master designer, builder, or craftsman.
- (6) Represents an established and familiar visual feature of the city.

(Ord. No. 1130, art. XI, § 6, 11-3-1998)

City Ordinance requires that at least one of the six criteria be met in order to achieve designation in a historic overlay district. In deciding this case, HLPC must consider if E. J. Campbell School meets any of the above mentioned criteria for designation. If the property meets any one of the criteria, it qualifies for Historic Overlay zoning. If it meets none, it is ineligible.

Nacogdoches Historic Landmark Preservation Committee will make a recommendation to the Planning and Zoning Commission, who will meet on April 11, 2022. Both HLPC and Planning and Zoning will present their recommendations to City Council for final approval on April 19, 2022.

Code of Ordinances, City of Nacogdoches, Texas

Sec 50-130. Criteria for designation.

Upon meeting any one of the following criteria, a historical landmark or district may be designated if it:

- (1) Possesses significance in history, architecture, archaeology, or culture.
- (2) Is associated with events that have made a significant contribution to the broad patterns of local, regional, state, or national history.
- (3) Is associated with the lives of persons significant in the city's past.
- (4) Embodies the distinctive characteristics of a type or period of architecture, or method of construction.
- (5) Represents the work of a master designer, builder, or craftsman.
- (6) Represents an established and familiar visual feature of the city.

(Ord. No. 1130, art. XI, § 6, 11-3-1998)

(COLORED)

HEAT: GAS STOVES

BUILT 1929

HOME ECONOMICS &
AGRICULTURAL BLDG
HEAT: GAS
STOVES.

AUDIT'M.

BUILT 1940

STEEL TRUSSES

12 PILAST'D 12
WALLS.

[illegible]

(51)

 $18:28^{32'}$

28 28'

(84.51)

20 8

CLUB

(BL. 51)

2 HALL
(COLORED)

0 v. 3

2
D&A

(84)
51)

E. J. Campbell School

Historical marker location:

403 Shawnee Street, Nacogdoches, Texas

Until it closed in 1970, the year Nacogdoches schools fully integrated, the E. J. Campbell School at this site served African American students from the town and surrounding area. The school opened in 1903 at a time when the need was evident for new educational facilities to serve growing African American communities of the area. Originally named the Nacogdoches Colored School, it was renamed for longtime principal E. J. Campbell in 1937.

Like many other communities at the time, Nacogdoches and its educational institutions were segregated in accordance with state and federal laws. Officially, these facilities were to be "separate but equal," although they often lagged behind in terms of financial support and education opportunities.

The original school, a simple four-room schoolhouse, became a central educational and social meeting place for African American communities in Nacogdoches County. Students came from miles around to attend the new school, which continued to grow over the subsequent decades. Significantly, beginning with principal Campbell's term, and under his direction, high school students regularly visited Prairie View Normal School (later Prairie View A&M University) to learn of higher education opportunities available to them. At one point, more than two-thirds of the students graduating from the E. J. Campbell School went on to attend college and excel in a number of professional fields. Notably, many of the students became certified as teachers at Prairie View and returned to work in the Nacogdoches school district. (2014)

Marker year: 2014





Sec 50-130. Criteria for designation.

- (1) Possesses significance in history, architecture, archaeology, or culture.
- (2) Is associated with events that have made a significant contribution to the broad patterns of local, regional, state, or national history.
- (3) Is associated with the lives of persons significant in the city's past.
- (4) Embodies the distinctive characteristics of a type or period of architecture, or method of construction.
- (5) Represents the work of a master designer, builder, or craftsman.
- (6) Represents an established and familiar visual feature of the city.

(Ord. No. 1130, art. XI, § 6, 11-3-1998)

Meetings:

April 4, 2022 - Historic Landmark Preservation Committee
-Recommend approval

April 11, 2022 - Planning & Zoning Committee
-Recommend approval

PRESENTER: Alaina Helton, City Planner

ITEM/SUBJECT: Public Hearing: Consider a Zone Change from PD, Planned Development District to R-1, Single Family for approximately 32 acres, being Lots 1, 2, 3, 4R, 5 and 6R-1 of the Timber Springs Subdivision. This request has been submitted by Lone Star Breeder Farms, Inc. Case File ZON2022-02. (City Planner)

SUMMARY/BACKGROUND: The request is for a zone change from PD, Planned Development District to R-1, Single Family for approximately 32 acres, being Lots 1, 2, 3, 4R, 5 and 6R-1, of the Timber Springs Subdivision, generally located on the south side of Maroney Drive, 160 feet west from Kenbrook Drive. The R-1, Single Family district is intended as an area for low density single-family use. Lots in this area must be 8,250 square feet and larger. A portion of the PD to the east (Lot 6R-2 of the Timber Springs Subdivision) is not included in the zone change request. This lot was purchased by one of the adjacent property owners in 2014, which is why it is not included in the application.

This property was zoned from R-1 to PD in the mid-2000s for a large retirement community. The development never came to fruition, therefore the property owner is requesting to change the zoning back to the original R-1 designation to be more consistent with the surrounding neighborhoods, and make the property marketable for future single family development. The applicant has stated that there are no immediate plans to develop the property, and that this request is also in response to recent public comments from nearby residents that the area be maintained as single family.

Adjacent Land Use & Zoning

The subject property is zoned PD, Planned Development and is currently undeveloped. The surrounding zoning and land uses are as follows:

Direction	Comprehensive Plan	Zoning	Land Use
North (Across Maroney Dr)	Single Family Residential	R-1, Single Family	Undeveloped
South	Rural Development	R-1, Single Family	Undeveloped
East	Single Family Residential & Rural Development	R-1, Single Family	Single Family
West	Single Family Residential & Rural Development	B-2, General Business	Undeveloped

The surrounding properties to the north across Maroney Drive are zoned B-2, General Business and R-1, Single Family and are mostly vacant except for the Kenbrook single family neighborhood to the north and east. The property to the west is zoned B-2, General Business and

is undeveloped. The property to the south is zoned R-1, Single Family and is undeveloped. The portion of the original PD (Lot 6R-2) to the east that's not included in the zone change request is also undeveloped. This tract is encumbered by steep terrain and a tributary of Lanana Creek, and was identified as a "reserve" tract on the approved PD Development Plan to be maintained as a natural area.

REVIEW CRITERIA: Per Section 118.139 of the Nacogdoches Zoning Ordinance, the following conditions shall be considered when reviewing an application for zoning change:

Compatibility: The specific use will be compatible with and not injurious to the use and enjoyment of other property in the immediate vicinity, nor significantly diminish or impair property values within the immediate vicinity;

The proposed R-1, Single Family zoning district is consistent with the current zoning of the majority of the properties in the area, as well as the single family neighborhood (Kenbrook Subdivision) located to the east.

Orderly Growth and Development: The establishment of the specific use will not impede the normal and orderly development and improvement of surrounding vacant property;

The property is bounded by the Kenbrook Subdivision to the east, Maroney Drive to the north, and by a Lanana Creek tributary to the south and east. The approval of this zone change would not impede the normal development of the surrounding properties.

Supporting Facilities: Adequate utilities, access roads, drainage and other necessary supporting facilities have been or will be provided;

The subject property takes direct access from Maroney Drive, a collector road which functions as primary access for the property and adjacent subdivisions. The roadway is adequate to accommodate the nature and volume of traffic typically generated by the uses permitted under the R-1, Single Family zoning district.

The property has access to public utilities, with a 6-inch water main and 8-inch sewer main located along Maroney Drive.

Drives and Parking: The design, location and arrangement of all driveways and parking spaces provides for the safe and convenient movement of vehicular and pedestrian traffic without adversely affecting the general public or adjacent developments;

Future development will meet all current driveway and parking requirements.

Nuisances: Adequate nuisance-prevention measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration;

Future development will comply with City regulations regarding the prevention of offensive odor, fumes, dust, noise and vibrations.

Lighting: Any lighting to be provided will be directional so as not to disturb or adversely affect neighboring properties;

If the zone change request is approved, any new outdoor lighting would be subject to the City's current standards, which requires light fixtures to utilize a down lighting design, and prohibits fixtures that directly project light in all directions.

Landscaping: Sufficient landscaping and screening to ensure harmony and compatibility with adjacent property exists or will be provided;

Single Family construction is not subject to commercial district landscaping requirements.

Comprehensive Plan: The proposed use is in accordance with the comprehensive plan.

Future Land Use

Per the 2003 Nacogdoches Comprehensive Plan, the Future Land Use Plan (FLUP) Map designates the subject property as *Single Family Residential* and *Rural Development*. The *Single Family Residential* FLUP category is described as, “Conventional one-family detached dwellings (also includes duplexes).” The *Rural* designation is likely due to the proximity to Lanana Creek and its tributaries, and the significant topography in this area.

Thoroughfare Plan

Maroney Drive is a Major Collector road. Collectors generally carry higher traffic volumes than local/residential streets.

Land Use Policies, Goals & Objectives

This rezoning is a response to current needs for single family residential growth and therefore fits into the goals of the Comprehensive Plan; specifically, the goal to encourage *Growth Inward- Long-term growth in appropriate areas to achieve an efficient, diverse and balanced pattern of land uses both within the City and urbanizing portions of its extraterritorial jurisdiction*. Some of the targeted objectives include:

- Encourage infill development where appropriate (utilities, compatibility, etc.).
- Plan for mixing and/or separation of land use types based on desired, location, density and pattern of development.
- Promote growth where adequate infrastructure exists.

This request also furthers the Land Use Policies of the 2003 Comprehensive Plan, specifically:

- Compatibility with existing uses should be maintained. Well planned, mixed uses which are compatible are to be encouraged.
- Schools, parks and community facilities should be located close to or within residential neighborhoods.

Staff finds that the request is in compliance with the FLUP and the stated Goals and Objectives of the 2003 Comprehensive Plan.

NOTICES:

Staff mailed 11 notices to property owners within the 200 foot notification area. Since the time of this report, Staff has received three (3) inquiries requesting general information about the zone change. Staff did receive one (1) written response in opposition to the request. This zoning application was also subject to the additional noticing practices that were approved by City Council in January, 2021. These include: a zoning sign located on the subject property; notices published on the City’s webpage and social media platforms; and, mailed courtesy notices to property owners within 500 feet of the subject property.

RECOMMENDATIONS:

Staff Recommendation:

Based on the above findings, Staff recommends approval of a change of zoning for the subject property from PD, Planned Development District to R-1, Single Family.

P&Z Recommendation:

The Planning & Zoning Commission considered this item at their regular meeting on April 11, 2022 and voted to approve (4-1) the request.

FINANCIAL:

No financial impact associated with this item

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

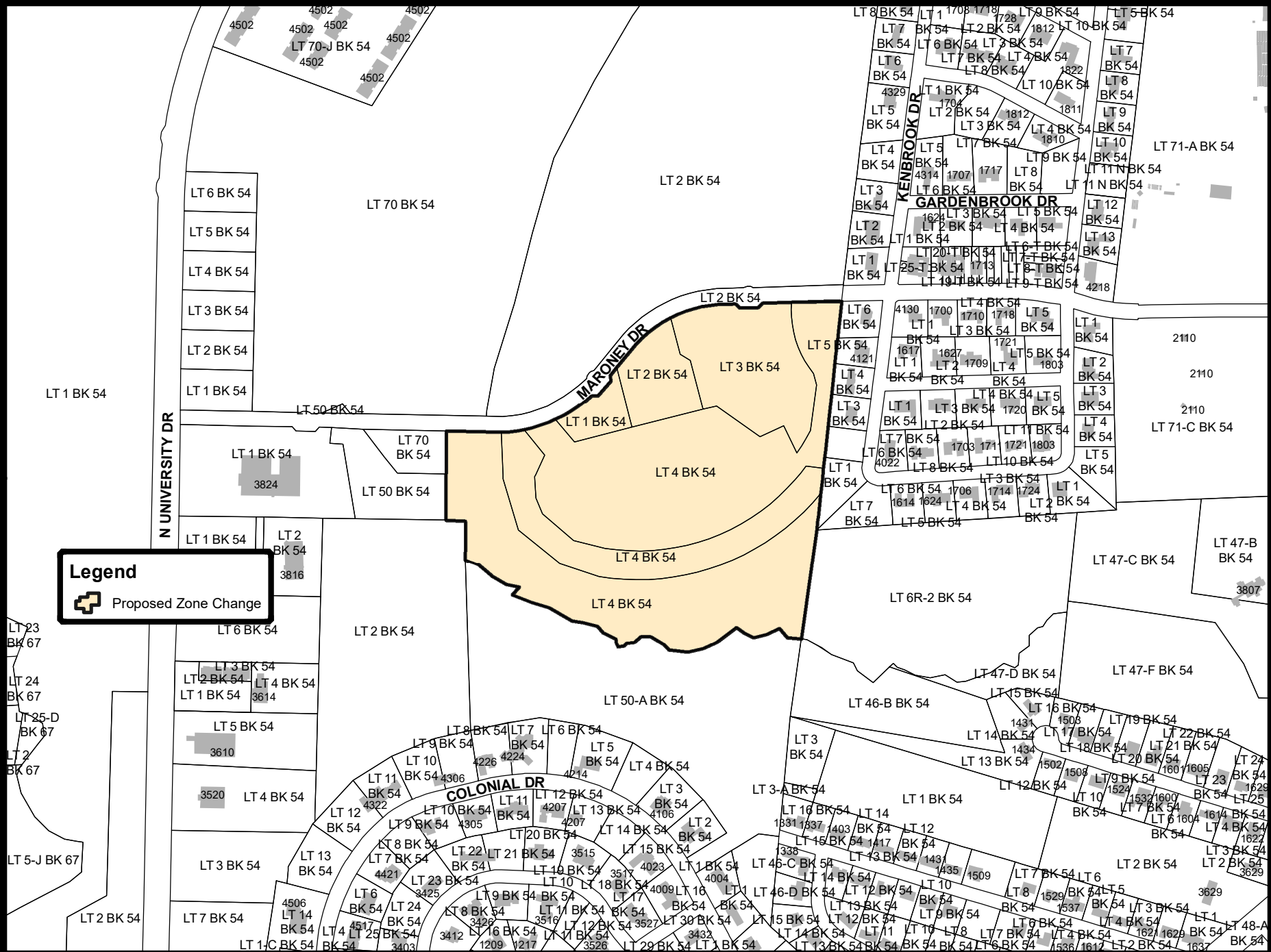
Neighborhood Revitalization and Attainable Housing

CITY CONTACT: Alaina Helton, AICP, City Planner
heltona@nactx.us
936-559-2572

ATTACHMENTS:

1. Location Map
2. Aerial Map
3. Zoning Map
4. Future Land Use Map
5. Notification Map
6. PD Development Plan (2010)
7. Site Photos
8. Response Form
9. Ordinance

ZON 2022-02



Notice: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.



0 125 250 500 Feet

Date Created: March 28, 2022 Software: ArcGIS 10.8.1

ZON 2022-02



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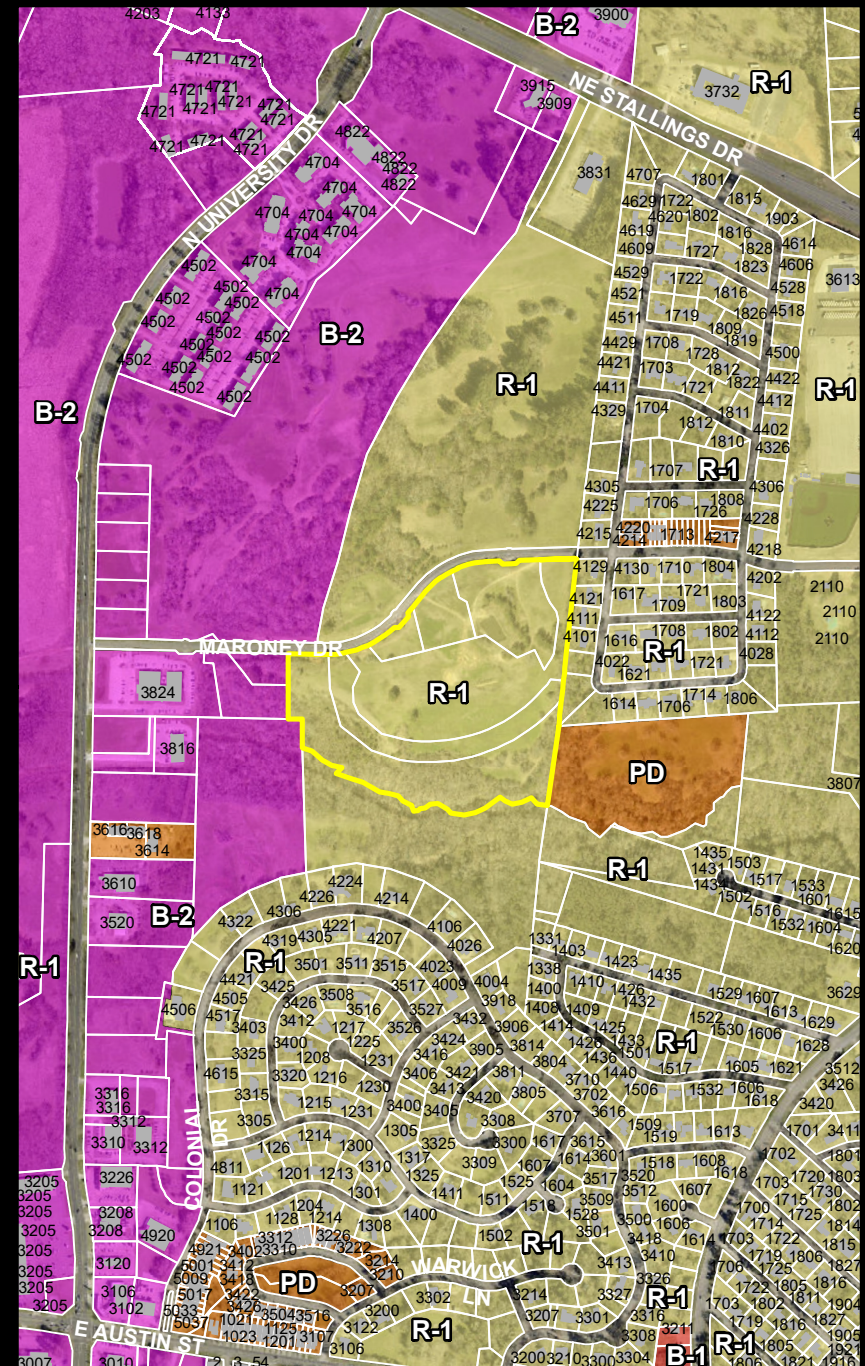
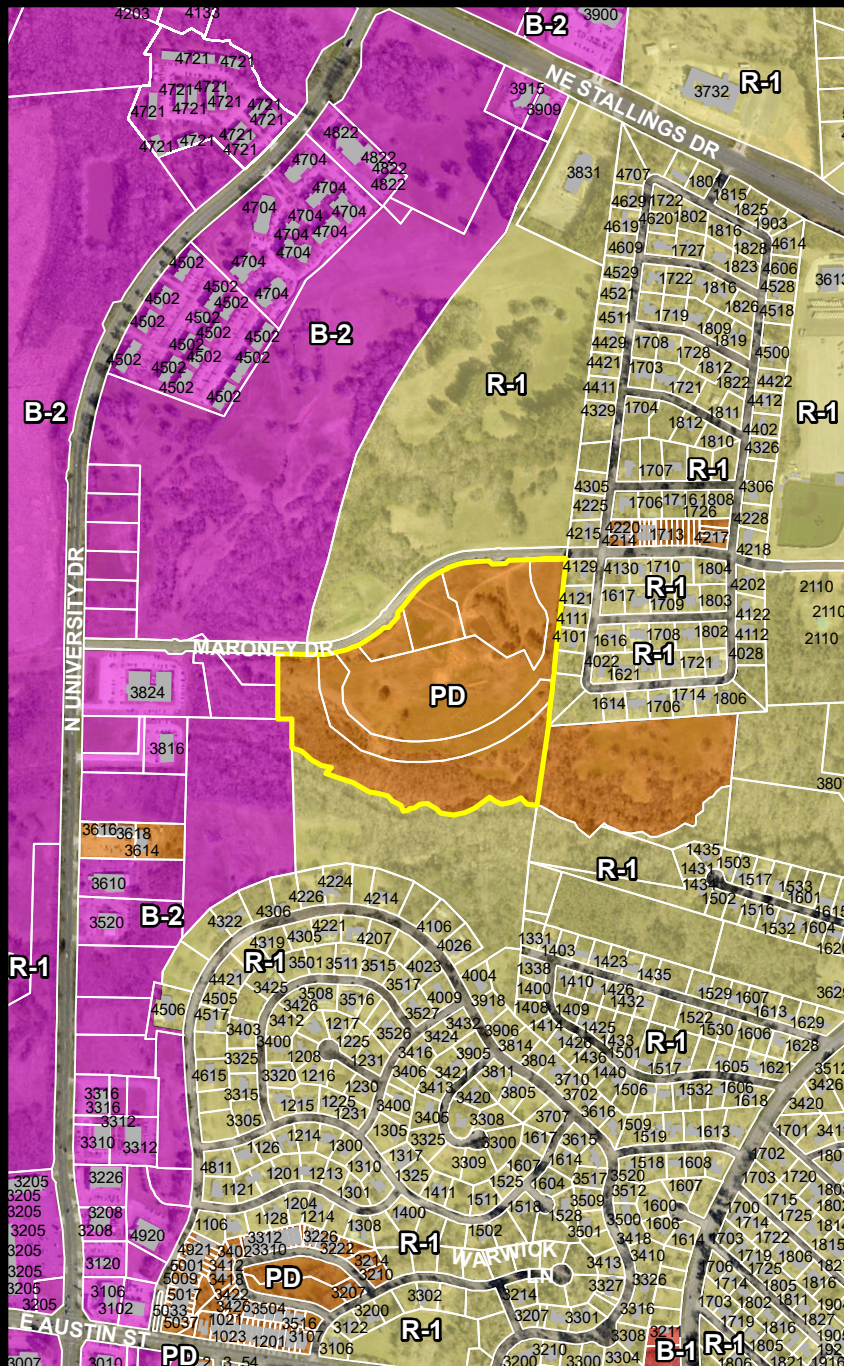
0 125 250 500 Feet

Date Created: April 5, 2022 Software: ArcGIS Pro 2.9.2

Existing Zoning

ZON 2022-02

Proposed Zoning



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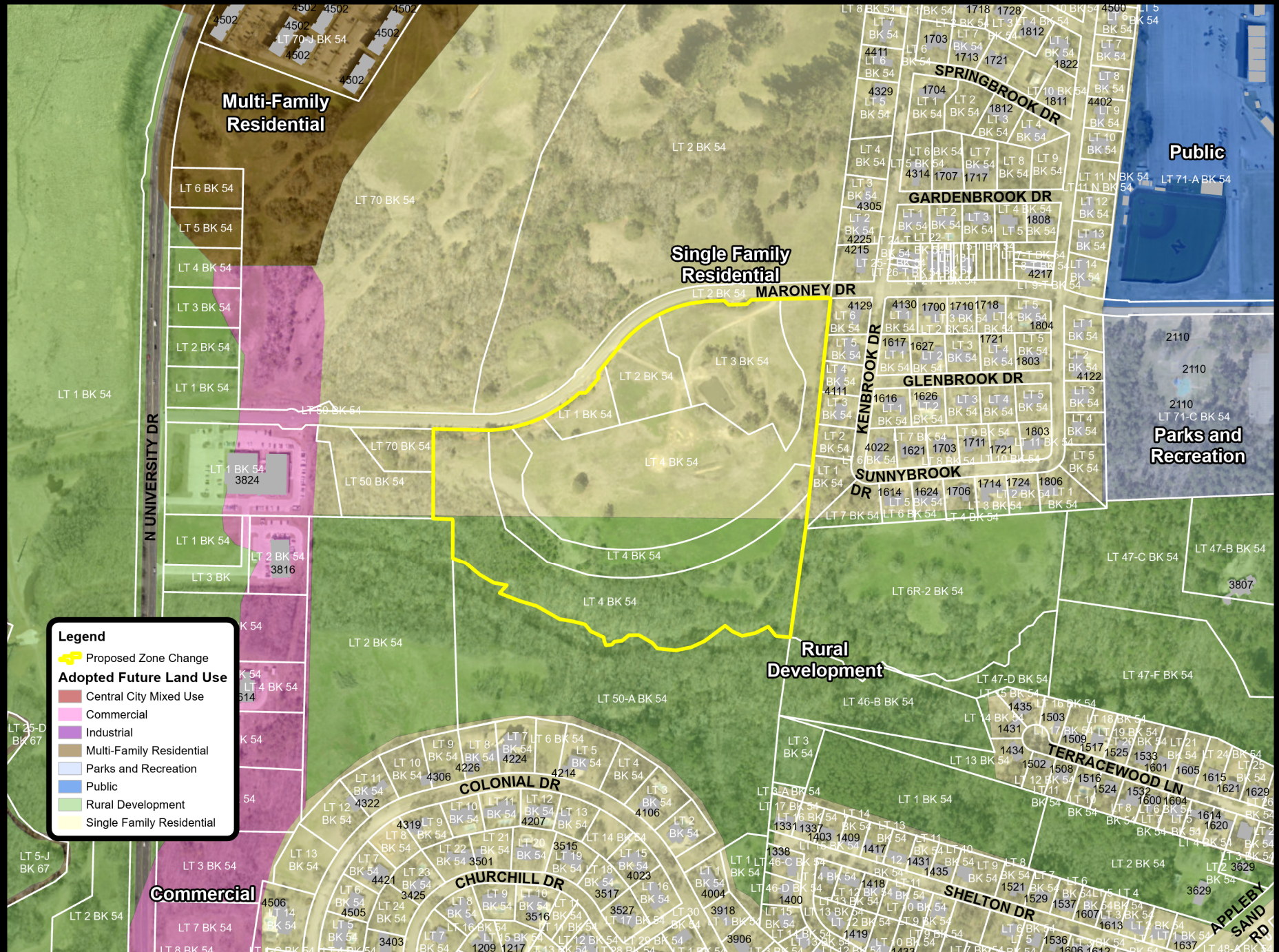


Date Created: March 28, 2022 Software: ArcGIS 10.8.1

0 250 500 1,000 Feet



ZON 2022-02



Notice: This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.



0 125 250 500 Feet

Date Created: April 5, 2022 Software: ArcGIS Pro 2.9.2



200 Foot Notification Map

Legend



200 Foot Buffer



Proposed Zone Change



Single Family- Rental

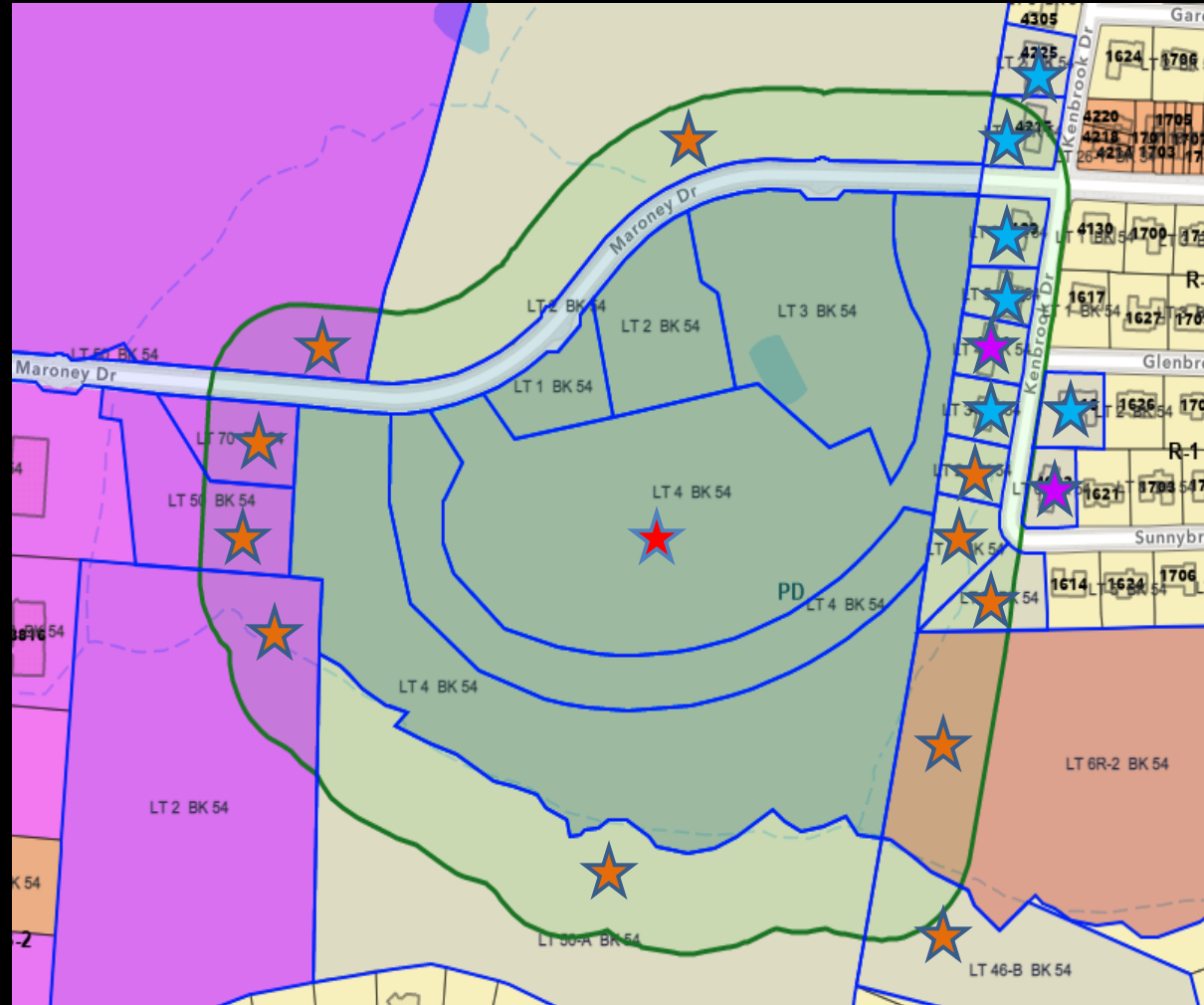


Single Family-
Owner Occupied



Vacant

Maroney Drive



NACOGDOCHES, TEXAS

RESTAURANT
SINGLE STORY - PHASE II

ASSISTED LIVING
20 UNITS
SINGLE STORY - PHASE II

WELLNESS CENTER/ SPA/ REHAB
SINGLE STORY - PHASE II

NURSING CENTER
SINGLE STORY - PHASE II

SENIOR APARTMENTS
4-STORY - PHASE I
144 UNITS

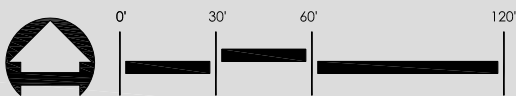
RESTAURANT
SINGLE STORY - PHASE III

HOME SITES
21 EXECUTIVE HOMES/
COTTAGES - PHASE I

CARPORTS



SITE DEVELOPMENT
MASTER PLAN



Site Photos: ZON2022-02



Street view from
Maroney Drive



Site Photos: ZON2022-02



Looking west from
subject property

The Burke Center at SEC of
University & Maroney Dr.



Site Photos: ZON2022-02



Looking east from subject property

Kenbrook Subdivision
to the east





Response Form

Project Number: ZON2022-02
Maroney Drive – Timber Springs Subdivision

You may make your views known by completing this form and returning it to the Planning & Zoning Department. You may also make your views known in person by attending the public hearings. **Please complete and return form to:**

City of Nacogdoches Planning & Zoning Department
Attn: Rhonda Lewis
PO Drawer 635030
Nacogdoches, TX 75963

You may also email a copy to Rhonda Lewis, lewisr@nactx.us

Project Number: ZON2022-02

Please circle one: ☐ In favor of request ☒ Opposed to request

Comments:

Signature: 

Printed Name: A1 GREALE

Street Address: 4121 KENBROOK DR

City, State and Zip Code: NACOGDOCHES TX 75965

Phone Number: 936 569-0359

Email Address: algreale4121@att.net

Physical Address of Property within 200 Feet: 4121 KENBROOK

City of Nacogdoches
202 E. Pilar – PO Drawer 635030 – Nacogdoches, TX 75963
936-559-2574 Fax 936-559-2910 www.nactx.us
Home of Stephen F. Austin State University www.sfasu.edu

ORDINANCE NO. 1908-04-22

AN ORDINANCE OF THE CITY OF NACOGDOCHES, TEXAS, AMENDING THE BOUNDARIES OF A ZONING DISTRICT WITHIN THE CITY OF NACOGDOCHES FROM PD, PLANNED DEVELOPMENT TO R-1, SINGLE FAMILY FOR LOTS 1, 2, 3, 4R, 5 AND 6R-1, CITY BLOCK 54, OF THE TIMBER SPRINGS SUBDIVISION, BEING APPROXIMATELY 32 ACRES, IN NACOGDOCHES, TEXAS; CONTAINING FINDINGS; PROVIDING A REPEAL CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Zoning Ordinance of the City of Nacogdoches allows the City Council to amend the official zoning map; and

WHEREAS, the property described above and depicted in “**Exhibit A**” is currently zoned PD, Planned Development; and

WHEREAS, the property owner has requested the zoning classification of said property to be changed to R-1, Single Family; and

WHEREAS, the City Council of the City has conducted, in the time and manner and after the notice required by law and the Zoning Ordinance of the City, a public hearing on such request for change in zoning classification; and

WHEREAS, the City Council now deems it appropriate to grant such requested change in classification.

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

SECTION I

Findings.

The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct, and same are deemed to be in furtherance of a public purpose.

SECTION II

Approval of Zoning Change

Pursuant to the requirements of Chapter 118 of the Code of Ordinances of the City of Nacogdoches, Texas, a change in Zoning Classification from PD, Planned Development to R-1, Single Family is hereby approved by the City Council.

SECTION III

Repeal

This Ordinance shall in no manner repeal, amend, change, supplement, or revise any provision of any ordinance of the City, save and except the granting change in Zoning Classification as herein provided.

SECTION IV

Effective Date

This Ordinance shall take effect following its passage and publication as may be required by governing law.

SECTION V

Severability

If any word, article, phrase, paragraph, sentence, clause, or provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end, the provisions of this Ordinance are declared to be severable.

SECTION VI

Proper Notice and Open Meetings

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

SECTION VII

Filing

The City Secretary is hereby authorized and instructed to file a signed and sealed copy of this Ordinance in and among the records of the City of Nacogdoches, Texas.

PASSED AND APPROVED, this the ____ day of _____, 2022, by a vote of ____ (ayes) to ____ (nays) of the City Council of the City of Nacogdoches, Texas.

CITY OF NACOGDOCHES

By: _____
JIMMY MIZE, Mayor

ATTEST:

APPROVED AS TO FORM:

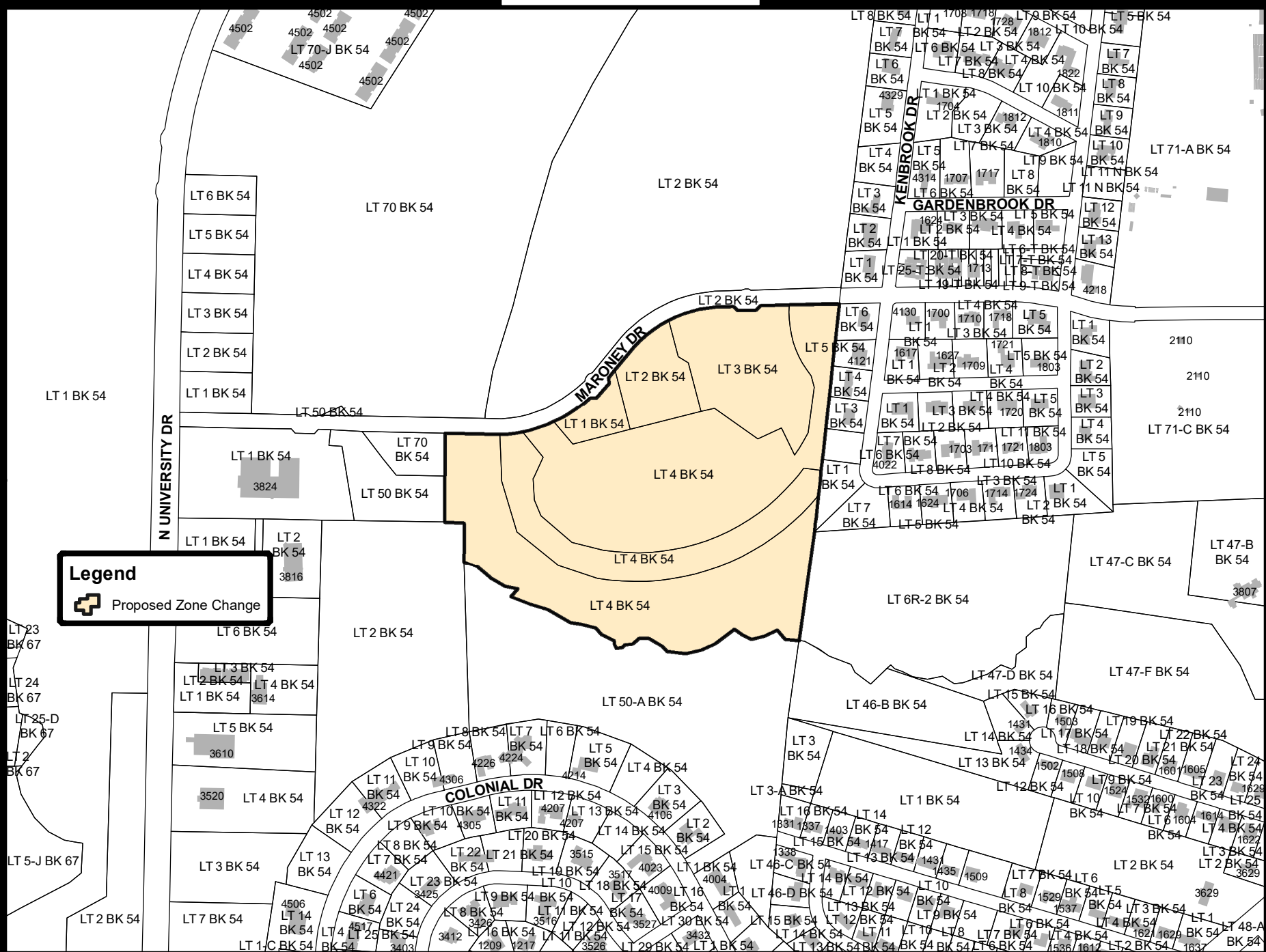
JAN VINSON, City Secretary

STEVEN KIRKLAND, City Attorney

APPROVED AS TO CONTENT:

ALAINA HELTON, City Planner

ZON2022-02: Exhibit A



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0 125 250 500 Feet

Date Created: March 28, 2022 Software: ArcGIS 10.8.1

PRESENTER: Larissa Philpot, Economic Development Director

ITEM/SUBJECT: Receive mid-year Nacogdoches Economic Development Corporation (NEDCO) update. (NEDCO Chair)

SUMMARY/BACKGROUND: The Nacogdoches Economic Development Corporation is a 501c3 non-profit dedicated to improving the economic prosperity of Nacogdoches County through entrepreneurship programming, business retention and expansion support, business attraction, and workforce development.

NEDCO is supported by an annual \$133,000 investment from the City (\$120,000 cash investment and \$13,000 in kind donation of office space). Additional support of more than \$200,000 comes from partner local governments and community members. This unique funding for economic development means the community fills in the gap to fund what the City is unable to fund.

Major tasks and accomplishments from October 2021 through March 2022:

- In collaboration with the Texas Workforce Development Center, NEDCO held 4 job fairs that were attended by more than 40 employers and organizations and were attended by at least 325 job seekers.
- NEDCO staff lead the way in the development of a Technology Action Plan which provided detailed insight into broadband access in our community. Among its many findings, the plan noted:
 - 1 in 5 households do not subscribe to internet service at their home (they may rely on cellular service)
 - 30% of residents with internet service experience speeds less than broadband service
 - 95% reported a desire for more service options
 - The average Nacogdoches County monthly household broadband bill was 25% more than household bills in comparable rural communities.
- NEDCO staff is assisting several new broadband service providers develop in the area.
- When the City received requests for support from LIHTC developers, NEDCO staff served as the liaison between the developers and the City by holding town hall meetings, presentations to Council, and facilitating requests for information.
- In collaboration with the Chamber of Commerce, NEDCO hosted business development seminars on topics such as constitutional carry in the workplace and financial literacy.
- In a new organizational arrangement, NEDCO staff worked more closely with the Airport Manager at the A.L. Mangham, Jr. Regional Airport. Work in the last few months included several intensive sessions with airport hangar owners to negotiate a new ground lease format.
- NEDCO staff negotiated several new 380 agreements and amendments including
 - Splash Kingdom - resulting in a new commitment by Splash Kingdom to make \$2

- million in improvements
- Project Craftsman - the largest new single family subdivision inside the City limits in at least a decade, potentially resulting in \$3 million in revenue for the City over 10 years
- HCH - resulting in the City's accelerated development of infrastructure at the airport to support the new flight school, with a potential economic impact to the community of at least \$19 million over 10 years.
- Through membership in the Alliance for I-69, NEDCO continued advocacy for the funding of I-69 on both the state and Federal levels.
- NEDCO staff initiated a series of meetings between the leaders of the City of Lufkin and the City of Nacogdoches in the hopes of supporting the economic development efforts of both communities.
- There are currently 5 very large projects being supported by NEDCO. These represent a range of industrial and technology jobs.

In the coming months, NEDCO will continue to utilize the Technology Action Plan to encourage broadband development. NEDCO will also continue to develop the recommendations of its economic strategy developed in 2020 to attract new talent and companies to Nacogdoches. NEDCO's strong entrepreneurship program will continue in 2022, both in English and Spanish.

The level of economic activity in recent months is unparalleled in recent history, and can be evidenced in the historic sales tax collection numbers. NEDCO is thankful for the support of all its members, but is especially thankful for the continued support of the City in improving the economy of our region.

FINANCIAL:

No financial impact associated with this item

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

Economic Development

CITY CONTACT: Larissa L. Philpot-Brown, Economic Development Director
lphilpot@nedco.org
936-559-1255

ATTACHMENTS: 1. PowerPoint Presentation

Nacogdoches Economic Development Corporation (NEDCO)

Annual Report to the Nacogdoches City Council

BRINGING GROWTH & PROSPERITY TO NACOGDOCHES



NEDCO Structure

- City investment of \$133,000 a year
 - \$120,000 membership investment
 - \$13,000 in kind donation of office space
- Additional support of \$200,000 from
 - Nacogdoches County, NISD, SFASU
 - Business and industry partners
- 501c3 Non-profit

NEDCO Structure – Lufkin Comparison

	Structure	Funding	FY 2021 Revenue	Own & Control Land
Nacogdoches	501c3	Public-Private Partnership	\$321,000	No
Lufkin	Economic Development Corp	4B Sales Tax = 0.125%	\$2,191,905	Yes

Without funding for land and infrastructure, NEDCO focuses on programmatic assistance:

- Job fairs & workforce development
- Business problem solving
- Supporting City, County, SFA, ISD
- Advocating for I-69

BRINGING GROWTH & PROSPERITY TO NACOGDOCHES

Major Tasks & Accomplishments

- Job Fairs
- Comprehensive and Downtown Master Plans
- Broadband
- Technology Action Plan
- Residential Development
- Business Development Seminars

BRINGING GROWTH & PROSPERITY TO NACOGDOCHES

Major Tasks & Accomplishments

- Airport
- 380 Agreements
- Collaboration with SFASU
- I-69 Advocacy
- Lufkin-Nacogdoches partnership
- Project development

BRINGING GROWTH & PROSPERITY TO NACOGDOCHES

Job Fairs

- Held 4 job fairs September – March
- Attended by more than 40 individual employers & organizations
- Attended by approximately 325 job seekers
- Built new relationships with employers
- Obtained a job fair sponsor for future event
 - Thank you to Etech!



Broadband and Technology Action Plan

- Oversight of Technology Action Plan Development
- Nacogdoches County Findings:
 - 1 in 5 homes do not subscribe to internet service at their home.
 - 30% of residents with internet service at home have speeds lower than broadband
 - 95% reported a desire for more service options
 - Average Nacogdoches monthly broadband bill = \$90
 - Average rural broadband monthly bill in the US = \$72
- Support of new broadband service providers in community



Residential Development

- Served as liaison between 5 LIHTC developers and City
- Drafted residential development infill policy
 - Council did not approve
 - Will redraft with Council direction
- Negotiated Project Craftsman
 - Largest subdivision in many years
 - Creative solution to fund infrastructure
 - \$1.144 million investment by City
 - Could result in \$3 million of additional City revenue over the next ten years.
- Receiving additional requests for residential development assistance



Business Development Seminars

January 2022
Constitutional Carry in the workplace



February 2022
4 weekly Excel classes



February 2022
Financial literacy (held in Spanish)



April 2021
Cyber Security

BRINGING GROWTH & PROSPERITY TO NACOGDOCHES



A.L. Mangham, Jr. Regional Airport

- Revised board bylaws
- Developing a plan of work for Airport Advisory Board
- Negotiated new ground lease form with lessees
- Assisting HCH in construction management
- Seeking state and federal funding for airport infrastructure



380 Agreements

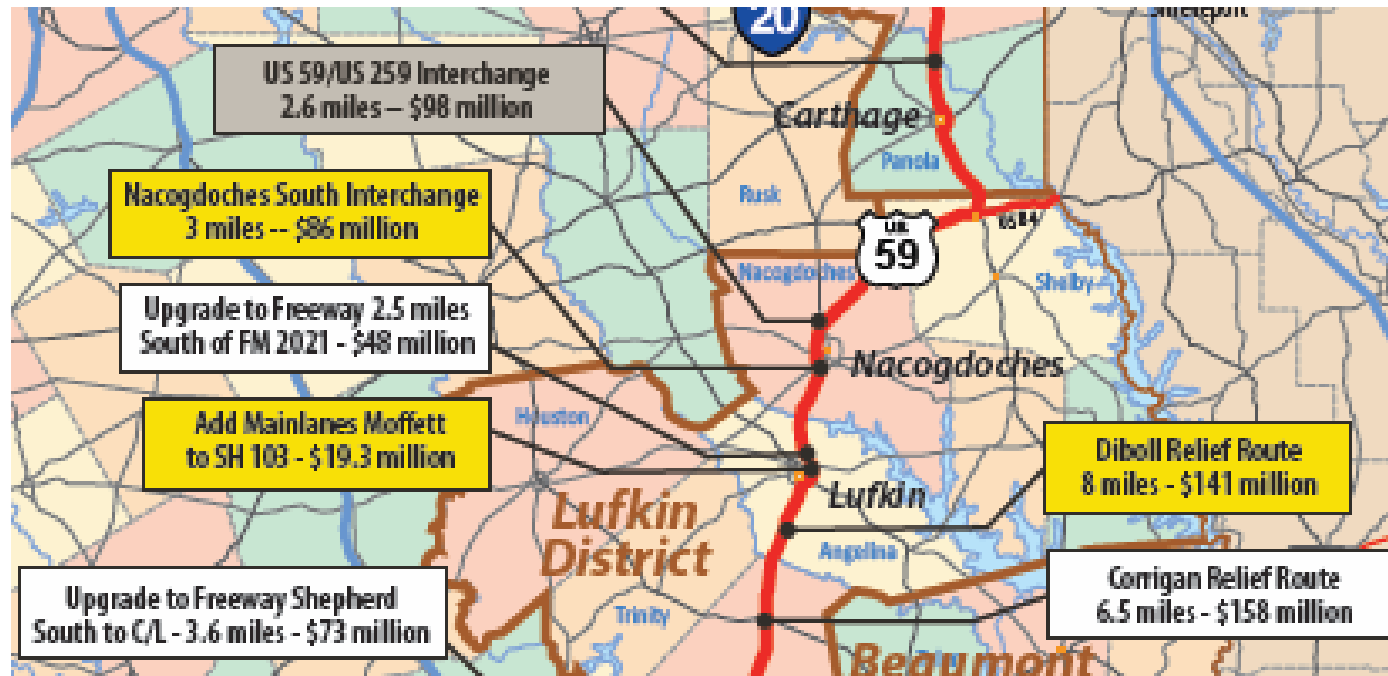
- Negotiated Splash Kingdom amendment
 - Additional commitment of \$2 million in improvements by Splash Kingdom, not in original agreement
- Negotiated Project Craftsman
 - City \$1.44 million investment in infrastructure
 - Potential City revenue totaling \$3 million over 10 years
- Negotiated HCH 380
 - City \$688,000 investment in airport infrastructure
 - Potential economic impact \$19 million over 10 years



Collaboration with SFASU

- Alumni engagement
- Sponsor of Big Dip Party in Fall and Spring
- Engage with numerous classes
- Collaboration with administration and development

I-69 Advocacy



- Congressionally Designated I-69 System in Texas
- Interstate Highway System & Regional Toll Facilities
- UTP: Construction Begins 2022 - 2025
- UTP: 2026 - 2031+
- Construction Underway or Begins Soon

BRINGING GROWTH & PROSPERITY TO NACOGDOCHES



Advocacy

- Alliance for I69 & Transportation Advocates of Texas Board Member
 - Regular visits with TxDOT staff
- Represented Nacogdoches in Austin in Lufkin-Nacogdoches Legislative visit in February
- Participated in virtual visits with 9 US Representatives & staff in April
- Served as a host for Lone Star Legislative Summit in April



Lufkin-Nacogdoches Partnership

- Lead role in encouraging leadership of both communities to work together
- IC2 Institute from UT Austin
- Currently supporting an economic prospect for Angelina County



Project Development

- Currently managing 5 large prospects/expansions
 - Some local expansions
 - Some new prospects
 - Potential
 - \$700 million in potential new capital investment
 - More than 300 new jobs
- Requesting
 - Site location/identification
 - Assistance navigating development
 - Help finding local contacts
 - Infrastructure extensions
 - Workforce training

BRINGING GROWTH & PROSPERITY TO NACOGDOCHES



Indicators

Sales Tax

Goal: At or Above State % Annual Increase, Double by 2025

Year	Texas	Nacogdoches
2015	\$5,238,223,416	\$5,725,054
2016	\$5,292,256,913	\$6,036,340
2017	\$5,478,895,013	\$6,266,954
2018	\$5,923,734,121	\$6,361,898
2019	\$6,202,742,001	\$6,518,746
2020	\$6,225,241,463	\$6,985,376
2021	\$7,137,261,538	\$7,591,774
2022 (YTD)	\$2,557,455,027	\$2,722,021
% Change 2015-2021	+36.25%	+32.61%



Major Tasks Q2 & Q3 2022

- Broadband development
- Workforce development
- Residential infill
- Entrepreneurship
- Project facilitation
- Airport development
- Economic development funding

BRINGING GROWTH & PROSPERITY TO NACOGDOCHES



BRINGING GROWTH & PROSPERITY TO NACOGDOCHES



City Council Meeting

Date: April 19, 2022

Agenda Item: 6.D.

PRESENTER: Case Opperman, Public Works Asst Director

ITEM/SUBJECT: Consider approval of a contract by and between the City of Nacogdoches and Drewery Construction Co., Inc. for the 2022 Street Paving Project #1 in a not-to-exceed amount of \$918,483.00 (Assistant Director of Public Works)

SUMMARY/BACKGROUND: On April 7, 2022, the City received bids for the 2022 Street Paving Project #1. Three (3) contractors submitted bids as follows:

Contractor	Base Bid	Add. Alt. Bid 1	Add. Alt. Bid 2	Total
CCC Blacktopping, LLC	\$ 724,220.45	\$ 79,600.00	\$ 91,386.00	\$ 895,206.45
Drewery Construction Co., Inc.	\$ 689,797.00	\$ 86,530.00	\$ 142,156.00	\$ 918,483.00
L.S. Equipment Co., Inc.	\$ 717,600.75	\$ 59,000.00	\$ 335,082.00	\$ 1,111,682.75

CCC Blacktopping, LLC submitted the lowest total bid amount, however they discovered a mistake in their bid and withdrew it. Drewery Construction Co., Inc. was the next low bid.

Drewery Construction Co., Inc. is a local contractor who recently successfully completed the 2021 MLK Paving Project for the City, as well as many other City projects in the past.

This project will include paving improvements on eight (8) City streets and will be funded by the Street Maintenance Fee budget. W. Cox Street from Burk Street to Weaver Street and Maybell Street will receive patching, as needed, with a 2" asphalt overlay surface. Cardinal Street east of University Drive, Stewart Street, Fourth Street and Swann Drive will have the existing surface and base pulverized and mixed in place, then overlaid with a new asphalt surface. Muckleroy Street and Lewis Street from Ruby Street to Pearl Street will have the existing surface milled up and inlaid with new asphalt.

There were two (2) additive alternate bids for this project. The first includes concrete valley gutter installations and curb and gutter replacement, where needed, on these streets to improve street drainage. The second includes chemical stabilization for Stewart Street, Fourth Street and Swann Drive. These two additive alternate bids are also recommended for award.

It is recommended that the base bid and both additive alternate bids for this project be awarded to Drewery Construction Co., Inc. in the total amount of \$918,483.00.

FINANCIAL:

Item is budgeted:

Account No.: 27.90 680.30

Account Name: *Street Maintenance*

Amount: \$ 1,450,313.00

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

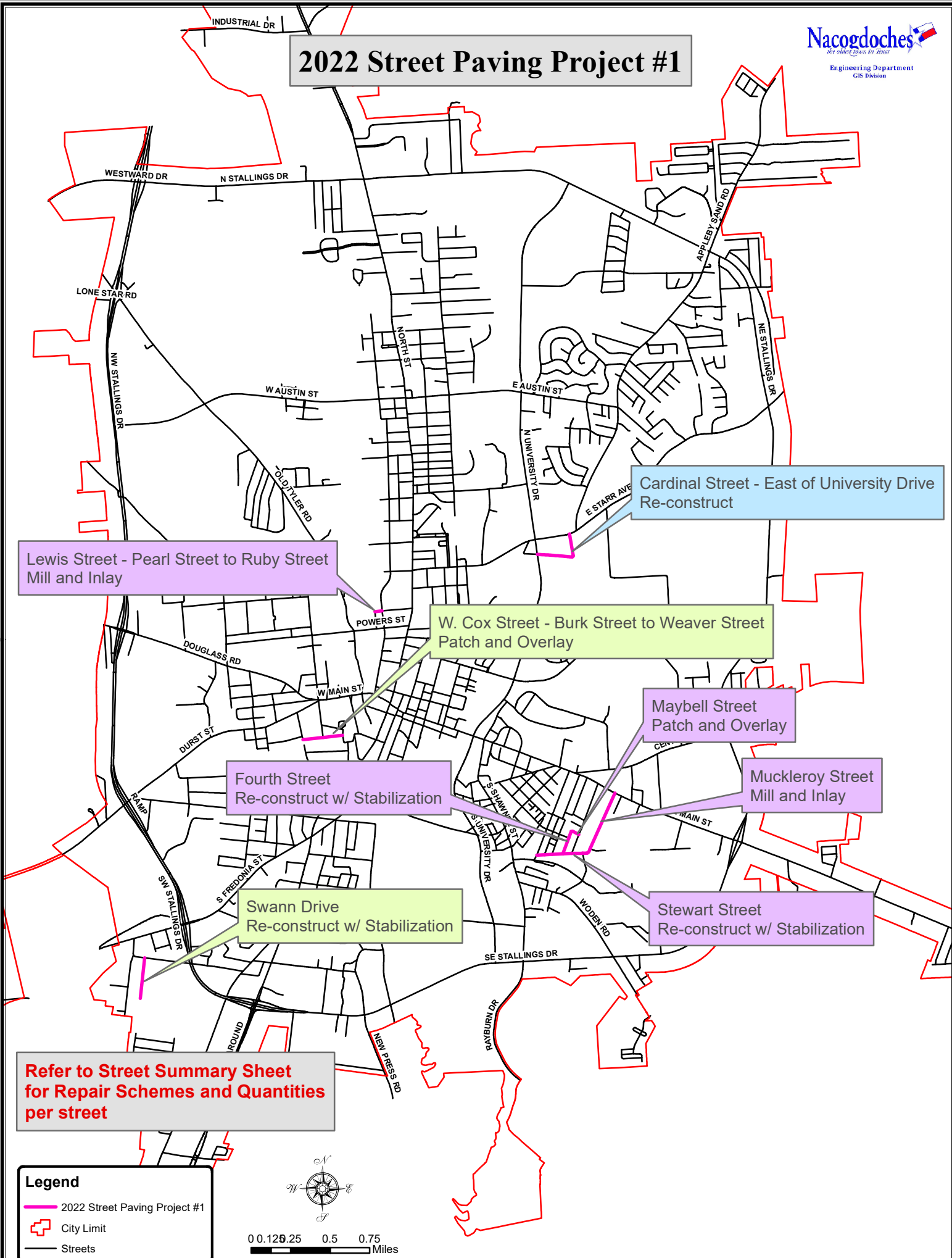
Infrastructure

CITY CONTACT: Case Opperman - Assistant Director of Public Works
oppermanc@nactx.us
936-559-2515

ATTACHMENTS:

1. Project Map
2. Bid Tab
3. Contract Documents
4. PowerPoint Presentation

2022 Street Paving Project #1



Bid Summary

City of Nacogdoches 2022 Street Paving Project #1

Bid: 4/7/22 2:00 PM

				CCC Blacktopping, LLC Onalaska, TX		Drewery Construction Co., Inc. Nacogdoches, TX		L.S. Equipment Co., Inc. Henderson, TX	
Item	Quan	Unit	Description	Unit Price	TOTAL	Unit Price	TOTAL	Unit Price	TOTAL
Base Bid									
1.	3,645	tons	2" overlay, Type D hot mix asphaltic concrete, including tack coat of SS-1 @ 0.10 gal/SY, herbicide treatment, vegetation removal, all materials & labor; complete, in place	\$150.00	\$546,750.00	\$138.00	\$503,010.00	\$149.00	\$543,105.00
2.	15,601	SY	6" pulvmix in-place existing pavement and base, surface prime coat of MC-30 @ 0.15 gal/SY, haul and disposal of excess material to location specified by City, all materials & labor; complete, in place	\$3.60	\$56,163.60	\$8.00	\$124,808.00	\$6.75	\$105,306.75
3.	7,977	SY	Mill existing pavement and base to depth of 2" in accordance with <i>TxDOT Standard Specifications for Construction of Highways, Streets and Bridges</i> , Item 354, latest edition; including haul and disposal to locations as directed by City	\$4.05	\$32,306.85	\$7.00	\$55,839.00	\$7.00	\$55,839.00
4.	5	SY	Asphalt street patching (thin patch-asphalt only), including all sawcuts, re-compaction, preparation, Type D hot mix asphaltic concrete, haul and disposal, all materials & labor; complete, in place	\$250.00	\$1,250.00	\$37.00	\$185.00	\$50.00	\$250.00
5.	23	SY	Asphalt street patching (full depth, 6" asphalt), including all sawcuts, subgrade preparation, full depth Type D hot mix asphaltic concrete, haul and disposal, all materials & labor; complete, in place	\$250.00	\$5,750.00	\$85.00	\$1,955.00	\$100.00	\$2,300.00
6.	8	SY	Concrete Street Patching, in accordance with plans and details, including all sawcuts, preparation, concrete, materials and labor; complete, in place	\$250.00	\$2,000.00	\$250.00	\$2,000.00	\$850.00	\$6,800.00
7.	20	CY	Undercut of unsuitable material, by excavation, and replace with crushed concrete or approved crushed stone, compacted, all materials & labor; complete, in place	\$4,000.00	\$80,000.00	\$100.00	\$2,000.00	\$200.00	\$4,000.00
Base Bid Total				\$724,220.45		\$689,797.00		\$717,600.75	

*Miscalculation on Bid Form

*Miscalculation on Bid Form

*Discrepancy Between Written and Number

				CCC Blacktopping, LLC		Drewery Construction Co., Inc.		L.S. Equipment Co., Inc.	
Item	Quan	Unit	Description	Unit Price	TOTAL	Unit Price	TOTAL	Unit Price	TOTAL
Additive Alternate Bid 1									
8.	9	EA	Concrete Valley Gutter, in accordance with plans and details, including all sawcuts, preparation, concrete, materials and labor; complete, in place	\$8,000.00	\$72,000.00	\$8,200.00	\$73,800.00	\$5,500.00	\$49,500.00
9.	190	LF	Sawcut, remove and replace existing concrete curb and gutter, all widths, including haul and disposal to locations as directed by City, sodding of all disturbed areas, all materials & labor; complete, in place	\$40.00	\$7,600.00	\$67.00	\$12,730.00	\$50.00	\$9,500.00
Alternate Bid 1 Total				\$79,600.00		\$86,530.00		\$59,000.00	

Bid Summary

City of Nacogdoches 2022 Street Paving Project #1

Bid: 4/7/22 2:00 PM

				CCC Blacktopping, LLC Onalaska, TX		Drewery Construction Co., Inc. Nacogdoches, TX		L.S. Equipment Co., Inc. Henderson, TX	
Item	Quan	Unit	Description	Unit Price	TOTAL	Unit Price	TOTAL	Unit Price	TOTAL
Additive Alternate Bid 2									
10.	10,154	SY	Fly Ash Stabilization of pulvermixed pavement and base to depth of 6", 10% Class C Fly Ash placement at application rates specified in plans, including materials, placement and mixing; complete, in place	\$4.50	\$45,693.00	\$8.50	\$86,309.00	\$18.00	\$182,772.00
11.	10,154	SY	Cement Stabilization of pulvermixed pavement and base to depth of 6", 3% Cement placement at application rates specified in plans, including materials, placement and mixing; complete, in place	\$4.50	\$45,693.00	\$5.50	\$55,847.00	\$15.00	\$152,310.00
Alternate Bid 2 Total					\$91,386.00		\$142,156.00		\$335,082.00



**BIDDING
and
CONTRACT DOCUMENTS**

FOR

**CONSTRUCTION SERVICES
FOR
2022 STREET PAVING PROJECT #1**

Bid #: 22-10-106

**DUE DATE
APRIL 7, 2022 @ 2:00 P.M.**

City of Nacogdoches, Texas
City Hall
202 E. Pilar
Nacogdoches, TX 75961
936-559-2516

www.nactx.us



TABLE OF CONTENTS

INSTRUCTION TO BIDDERS

CONTRACTOR'S PROPOSAL

CONTRACTOR DATA SHEET

CERTIFICATION

GENERAL AND SPECIAL CONDITIONS OF AGREEMENT

STANDARD FORM OF AGREEMENT FOR CONSTRUCTION

DRAWINGS

INSTRUCTION TO BIDDERS

INSTRUCTIONS TO BIDDERS

1.0 NOTICE

Sealed bids addressed to the City of Nacogdoches Engineering Office, 202 Pilar St., Suite 239, Nacogdoches, TX 75961, will be received for **Construction Services for 2022 Street Paving Project #1** until **2:00 PM, April 7, 2022** after which time all qualified bids will be publicly opened and read aloud. Bids received after that time will be returned unopened. No fax or email bids will be accepted.

LOCATION AND DESCRIPTION OF PROJECT

Pulvermixing, stabilization and overlay of three (3) streets, pulvermixing and overlay of one (1) street, patching and overlay of two (2) streets, and milling and inlay of two (2) streets including installation of nine (9) concrete valley gutters, approximately 180 linear feet of curb and gutter replacement and 8 square yards of concrete street repair.

COPIES OF BIDDING DOCUMENTS

A complete set of Bidding and Contract Documents will be made available for no charge on a flash drive (or other electronic means) at:

City of Nacogdoches City Hall
Engineering Office
202 Pilar Street, Suite 239
Nacogdoches, TX 75961

The successful bidder will be required to furnish a Payment Bond and Performance Bond in the amount of the contract. Bidders may not withdraw their Bid Proposal within 60 calendar days of the bid opening date.

Sealed bids shall be clearly marked with the words “Sealed Bid, 2022 Street Paving Project #1” and addressed to the City of Nacogdoches. Bids shall be delivered using one of the following methods:

Hand-deliver to:
Engineering Office
202 Pilar Street, Suite 239
Nacogdoches, TX 75961

Mail to:
Attn: Engineering
PO Box 635030
Nacogdoches, Texas 75963

Ship to (FedEx, UPS, DHL, etc.):
Attn: Engineering
202 East Pilar, Suite 239
Nacogdoches, Texas 75961

A Certified Cashier's Check or an acceptable Bid Bond in an amount of not less than five (5) percent of the total amount bid shall accompany each bid proposal.

2.0 DEFINITION OF TERMS

In order to simplify the language throughout this bid, the following definitions and those defined in the Contract Documents shall apply:

BIDDER - A contractor who submits a Bid directly to the City.

BIDDING DOCUMENTS - the Advertisement, Instructions to Bidders, the Proposal, Special Provisions, Technical Specifications and the proposed Contract Documents (including all Addenda issued prior to the receipt of Bids).

CITY – Same as City of Nacogdoches.

CITY COUNCIL – The elected officials of the City of Nacogdoches, Texas given the authority to exercise such powers and jurisdiction of all City business as conferred by the State Constitution and Laws.

CONTRACT – An agreement between the City and a Supplier to furnish supplies and/or services over a designated period of time during which repeated purchases are made of the commodity specified.

CONTRACTOR – The successful Bidder(s) of this bid request.

CITY – The government of the City of Nacogdoches, Texas.

OWNER – City of Nacogdoches.

SUB-CONTRACTOR – Any contractor hired by the Contractor or Supplier to furnish materials and services specified in this bid request.

SUCCESSFUL BIDDER - the lowest, qualified, responsible and responsive Bidder to whom the City (on the basis of the City's evaluation as hereinafter provided) makes an award.

SUPPLIER – Same as Contractor.

3.0 COPIES OF BIDDING DOCUMENTS

A complete set of Bidding Documents are available for no charge on a flash drive (or other electronic means) by contacting the following:

City of Nacogdoches City Hall
Engineering Office
202 Pilar Street, Suite 239
Nacogdoches, TX 75961

Complete sets of Bidding Documents must be used in preparing Bids; the City assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

4.0 COMMUNICATION

The Owner's Representative for all communication regarding the Bidding and Contract Documents, including specifications and drawings is:

Case Opperman, PE – Assistant Director of Public Works
oppermanc@nactx.us
(936) 559-2515

No oral questions and other interpretations or clarification will be considered official or binding.

5.0 PRE-BID CONFERENCE

There will not be a Pre-Bid Conference for this project.

6.0 GENERAL BID PROVISIONS

- a. The Invitation to Bid as advertised will be considered an inclusion of the specifications and conditions.
- b. Bid proposals will be submitted on the forms provided by Owner. All figures must be written in ink or typewritten. However, mistakes may be crossed out, corrections inserted adjacent thereto and initiated in ink by the person signing the proposal. Do not use a whiteout or other cover products on mistakes.
- c. Formal advertised bids indicate date and time by which the bids must be received at the designated location. Bids received after that time will be returned unopened to the bidder.
- d. The bidder will note any exceptions to the conditions of this bid. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.
- e. Bidders may request withdrawal of a posted sealed proposal prior to the scheduled bid opening time, provided the request for withdrawal is submitted to the City of Nacogdoches in writing. Owner reserves the right to reject any and all bids by reason of this request.
- f. If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders. Owner is not bound by any oral representations, clarifications, or changes made in the written specifications by Owner's employees, unless such clarification of change is provided to bidders in written addendum form from the City of Nacogdoches.
- g. Pursuant to Local Government Code 271.9051, if the bid is less than \$100,000 and the City Council determines that a local bidder whose principal place of business is in the City offers the City the best combination of contract price and additional economic development opportunities for the City created by the contract award, including the employment of residents of the municipality and increased tax revenues to the municipality, the city **may** award the bid to the local bidder whose bid is within 5% of the lowest bid. Otherwise, all bids will be awarded to the lowest responsible bidder. The determination of the lowest responsible bidder may involve all or some of the following factors: price, conformity to specifications, financial ability to perform the contract, previous performance, facilities and equipment, availability of repair parts, qualifications and experience, delivery promise, payment terms, compatibility as required, other costs, and other objectives and accountable factors which are reasonable.
- h. Owner may give an environmental preference to products or services that have a lesser or reduced effect on human health and the environment when compared with competing products and services that serve the same purpose. This comparison may consider raw materials acquisition, product, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service;
- i. Bidders may be disqualified and rejection of proposals may be recommended to the Owner for any (but not limited to) of the following causes: 1) Failure to use the proposal form furnished by the Owner; 2) Lack of signature by an authorized representative on the proposal form; 3) Failure to properly complete the proposal; 4) Evidence of collusion among proposers; 5) Omission of a certified Cashier's Check or Bid Bond (if required) proposal guarantee; 6) Unauthorized alteration of bid form; 7) Lack of appropriate qualifications and experience relative to the size and scope of the work proposed; 8) Unsatisfactory performance; 9) Failure to complete projects or 10) Loaded or unbalanced bids. Owner reserved the right to waive any minor informality or irregularity.

- j. Whenever in this invitation, any particular materials, process and/or equipment are indicated or specified by patent, proprietary or brand name, or by name of manufacture, such wording will be deemed to be used for the purpose of facilitating description of the material, process and/or equipment desired and will be deemed to be followed by the words “or equal.” Contractor shall provide exactly such items in his bid as described, unless approved pursuant to Paragraph 12.0 herein.
- k. Samples of items shall be furnished, if requested by the Owner, without charge, and if not destroyed, shall be returned upon request at the bidder’s expense.
- l. It is agreed that the successful bidder will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without previous written consent of Owner and any sureties.
- m. Contractor must provide audited financial statements, if requested, to the City.
- n. Prices in the Bid Proposal shall be presented in the format requested (Unit Price, Lump Sum, etc.)
- o. No freight or delivery charges will be accepted unless shown on bid.
- p. Owner is exempt from State Retail Tax and Federal Excise Tax. The price bid must be net, exclusive of taxes.
- q. All bidders will comply with all Federal, State, and local laws relative to conducting business in the City of Nacogdoches. The laws of the State of Texas will govern as to the interpretation, validity, and effect of this bid, its award and any contract entered into.
- r. Advanced disclosures of any information to any particular bidder which gives that particular bidder any advantage over any other interested bidder in advance of the opening of bids, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body or an employee or representative thereof, will operate to void all proposals of that particular bid solicitation or request.
- s. Minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, or national origin in consideration for an award.

7.0 QUALIFICATIONS OF BIDDERS

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days of City's request, written evidence, such as financial data, previous experience, present commitments and other such data as may be called for below. Each Bid must contain evidence of the Bidder's qualifications to do business in the State of Texas or covenant to obtain such qualification prior to award of the contract.

In determining a bidder's qualifications, the following factors will be considered:

- A. Work previously completed by the bidder and whether the bidder:
 - a. maintains a permanent place of business,
 - b. has adequate plant and equipment to do the work properly and expeditiously,
 - c. has paid or settled all claims for payment promptly,
 - d. has appropriate technical experience,
 - e. has job references for work of similar size and scope to the project, and
 - f. satisfactory performance and completion of public, or comparable, projects.

B. The safety record of the Bidder, of the corporation, partnership, or institution represented by the Bidder, or of any one acting for such firm, corporation, or partnership.

Each Bidder may be required to show that he has properly completed similar type work and that no claims are now pending against such work. No bid will be accepted from any bidder who is engaged in any work that would impair his ability to fully execute, perform or finance this work. The General/Subcontractors Experience Data Sheet following the proposal must be filled out and submitted with the bid for consideration. Failure to include a completed Data Sheet may result in the rejection of the bid.

8.0 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

A. It is the responsibility of each Bidder before submitting a Bid, to:

- a. examine the Contract Documents thoroughly,
- b. visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work,
- c. consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work,
- d. study and carefully correlate Bidder's observations with the Contract Documents, and
- e. notify the Owner's Representative of all conflicts, errors or discrepancies in the Contract Documents.
- f. visit with local utilities, including cable companies, and other entities that may have underground or above-ground infrastructure in the work area for infrastructure location.

B. Information and data reflected in the Contract Documents with respect to underground facilities at or contiguous to the site is based upon information and data from the Owner's files for its underground facilities and information and data furnished by owners of other underground facilities. Owner does not assume responsibility for the accuracy or completeness thereof.

C. Before submitting a Bid each Bidder will be responsible to make or obtain such explorations, at bidders expense and not to be added into cost of bid if accepted (tests and data concerning physical conditions - surface, subsurface and underground facilities - at or contiguous to the site, or otherwise) which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

D. The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment or disposal of spoil are to be provided by the Contractor. Contractor is responsible for obtaining all permits required for any of the before mentioned purposes prior to beginning work in accordance with the Standard Form Of Agreement, Paragraph 35 Permits and Licenses.

E. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this section, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated

in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

9.0 INTERPRETATIONS and ADDENDA

All questions about the meaning or intent of the Contract Documents are to be directed to the Owner. Interpretations or clarification considered necessary by the Owner's Representative in response to such questions will be issued by Addenda and mailed or otherwise delivered to all parties recorded by the Owner's Representative as having received the Bidding Documents. Questions received less than 48 hours prior to opening of Bids will not be answered. Only questions answered by formal written Addenda will be binding. No oral and other interpretations or clarification will be considered official or binding.

Addenda may also be issued to modify the Bidding Documents as deemed advisable by the City.

To properly qualify his bid, each Bidder shall, prior to filing his Bid, check the receipt of all Addenda or letters of clarification issued and acknowledge such receipt on the Proposal Form or on a separate attachment to the bid. Bids without such acknowledgment of all issued Addenda and letters of clarification may cause your bid to be considered non-responsive. Such Addenda and letters of clarification shall become a part of the executed contract and modify the contract documents accordingly.

10.0 BID SECURITY

Bidders must submit with their Bids a Cashier's Check or a Certified Check in the amount of five (5%) percent of the maximum amount of Bid payable without recourse to the City of Nacogdoches, Texas, or a bid bond in the same amount from a surety company holding permit from the State of Texas to act as a surety, as a guarantee that Bidder will enter into a contract and execute bond and guarantee forms within fifteen (15) days after notice of award of contract. Bids without checks, as stated above, or acceptable bid bond may not be considered.

Bid Security shall be in effect from the opening of the Bid and will be retained until a Bidder has executed the Agreement and furnished the required contract security, whereupon the Bid Security will be returned. A Bidder may withdraw its Bid at any time until the Agreement is signed. However, it will forfeit its Bid Security in doing so if no material mistake was made in the Bid.

The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required contract security, whereupon the Bid Security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen (15) days after the Notice of Award, the Owner may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until 5 days after the Agreement is executed whereupon Bid Security furnished by such Bidders will be returned. Bid Security with Bids which are not competitive will be returned within seven days after the Bid opening.

11.0 CONTRACT TIME

The times for Substantial Completion and Final Completion are set forth in the Special Provisions and will be included in the Agreement. It will be necessary for the Successful Bidder

to satisfy the City of the Bidder's ability to achieve Substantial Completion and Final Completion within the times designated in the Special Provisions.

12.0 SUBSTITUTE OR "OR EQUAL" ITEMS

The materials and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered unless a written request for approval has been submitted by the Bidder and has been received by the Owner's Representative at least five (5) working days prior to the date for receipt of Bids or until after the contract for the work has been signed. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the Bidder. The Owner's Representative's decision of approval or disapproval of a proposed substitution shall be final. If the Owner's Representative approves any proposed substitution before the date for receipt of bids, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

13.0 BID FORM

All blanks on the Bid Form must be completed in ink or by typewriter. Unfilled blanks may result in the bid being disqualified.

Any financial amounts written in words will supersede amounts written by numbers in the Bid Form.

Bids by corporations must be executed in the corporate name by the corporate officer authorized to sign for the corporation, accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.

Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and accompanied by evidence of authority to sign. The fiscal address of the partnership must be shown below the signature.

All names must be typed or printed below the signature.

The Bid shall contain an acknowledgment of receipt of all Addenda. The numbers and dates of which must be filled in on the Bid Form or on a separate attachment to the Bid.

The address and telephone number(s) for communication regarding the Bid must be shown.

All of the data on the GENERAL/SUBCONTRACTORS EXPERIENCE AND DATA INFORMATION sheet must be completely filled in.

14.0 SUBMISSION OF BIDS

A Bid shall be submitted at the time and place indicated in the Advertisement. It shall be enclosed in an opaque sealed envelope, marked with the project title, name and address of the Bidder. The Bid shall be accompanied by the Bid Security and other required documents. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

Each Bidder should, prior to filing his Bid check the receipt of all Addenda or letters of clarification issued and acknowledge such receipt on the outside of the envelope containing his Bid proposal.

15.0 MODIFICATION AND WITHDRAWAL OF BIDS

Bids may be modified or withdrawn by an appropriate document duly executed, in the described manner that a Bid must be executed and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

If prior to the award of the contract by the City Council, any Bidder files a duly signed, written notice with Owner's Representative and promptly thereafter demonstrates to the reasonable satisfaction of Owner's Representative that there was a material mistake in the preparation of his Bid, that Bidder may withdraw his Bid and the Bid Security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

16.0 OPENING OF BIDS

Properly prepared Bids will be opened publicly and read aloud. A summary of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids. A tabulation of the Bids which are read will be available upon request as soon as it has been assembled and verified.

Bids received after the specified time of the opening will be returned unopened.

17.0 BIDS TO REMAIN SUBJECT TO ACCEPTANCE

All bids will remain subject to acceptance, for 60 days after the date of the Bid opening, but the Owner may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

18.0 AWARD OF CONTRACT

Owner reserves the right to reject any and all Bids, to waive any and all informalities and irregularities not involving price, time, or changes in the Work and to disregard all non-conforming, non-responsive, unbalanced or conditional Bids. Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

In evaluating Bids, the Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, time of construction, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

Owner may consider the qualifications and experience of subcontractors, suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of subcontractors, suppliers, and other persons and organizations must be submitted as provided. Owner may also consider the operating costs, maintenance requirements, performance data and

guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed subcontractors, suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

If the contract is to be awarded, it will be awarded to the lowest responsible Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project.

If the contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within 60 days after the day of the Bid opening.

Bid prices may be compared after adjusting for differences in the time designated in the Bid for Substantial Completion. The adjusting amount will be determined at the rate set forth in the Standard Form of Agreement for liquidated damages indicated for Substantial Completion for each day after the desired date appearing in the City's Standard Form of Agreement, Paragraph 23.

19.0 CONTRACT SECURITY

Paragraph 28 BOND PROVISIONS of the Standard Form of Agreement set forth Owner's requirements as to performance and payment Bonds. When the Successful Bidder delivers the executed Agreement to the Owner, it must be accompanied by the required performance and payment Bonds.

20.0 SIGNING OF AGREEMENT

The Successful Bidder shall execute the Contract and provide proof of insurance as detailed in the Standard Form of Agreement based on Staff recommendation prior to Council action. Within 15 days of Award, all required Bonds shall be delivered to the Owner. A fully executed contract will be presented to the Successful Bidder.

21.0 PERSONAL INTEREST

Bidders shall comply with all applicable ordinances and with state law pertaining to conflict of interest and required disclosures, including, but not limited to, TEXAS LOCAL GOVERNMENT CODE, Chapter 171.

22.0 DISCLOSURE OF INTERESTED PARTIES

Contracting hereunder may require compliance with §2252.908 Texas Government Code/Disclosure of Interested Parties for contracts that (1) require an action or vote by the City Council before the contract may be signed; or (2) has a value of at least \$1 million. The law provides that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity or state agency.

For purposes of this section, the following definitions apply:

“Interested party” means a person who has a controlling interest in a business entity with whom the City contracts or who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker intermediary, advisor, or attorney for the business entity.

"Controlling interest" means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

"Intermediary," means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

1. Receives compensation from the business entity for the person's participation;
2. Communicates directly with the City on behalf of the business entity regarding the contract; and
3. Is not an employee of the business entity.

The process as implemented by the Texas Ethics Commission (“TEC”) is as follows:

1. The disclosure of interested parties must be performed using the [Texas Ethics Commission’s electronic filing application](#) listing each interested party of which the business entity is aware of Form 1295, obtaining a certification of filing number for this form from the TEC, and printing a copy of it to submit to the City.
2. The copy of Form 1295 submitted to the City must be notarized and contain the unique certification number from the TEC. The form must be filed with the City pursuant to §2252.908 Texas Government Code, “at the time the business entity submits the signed contract” to the City.

The City, in turn, will submit a copy of the disclosure form to the TEC not later than the 30th day after the date the City receives the disclosure of interested parties from the business entity.

CONTRACTOR'S PROPOSAL



ADDENDUM 1

Date: March 29, 2022
To: All Interested Parties
From: Case Opperman, PE – Assistant Director of Public Works
Subject: City of Nacogdoches 2022 Street Paving Project #1

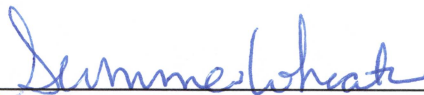
The bidding and contract documents for the above referenced project are hereby amended as follows:

Project quantities have been revised. Revised Bid Form and Street Summary Sheet are attached. Please replace the original Bid Form with the Revised Bid Form in your bid submission.

Bids will be received until 2:00 PM, Thursday, April 7, 2022 at which time bids will be opened at:

City Hall Conference Room 203
202 E. Pilar Street
Nacogdoches, TX 75961

Acknowledge and return this signed addendum with your bid. Failure to do so may cause your bid to be considered non-responsive.



Authorized Representative

Drewery Construction Company, Inc.
Company/Firm

3/30/2022
Date



ADDENDUM 2

Date: April 1, 2022
To: All Interested Parties
From: Case Opperman, PE – Assistant Director of Public Works
Subject: City of Nacogdoches 2022 Street Paving Project #1

The bidding and contract documents for the above referenced project are hereby amended as follows:

- Testing for cement stabilization of subgrade shall be engaged and paid for by Contractor. Initial testing shall be paid for as part of cement stabilization bid item. Any retests due to failed testing shall be borne by the Contractor.

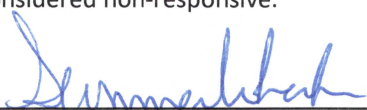
CLARIFICATION ONLY

- Where valley gutters are installed at intersections on streets with no other outlet, valley gutter shall be installed in halves to allow street access for traffic at all times.

Bids will be received until 2:00 PM, Thursday, April 7, 2022 at which time bids will be opened at:

City Hall Conference Room 203
202 E. Pilar Street
Nacogdoches, TX 75961

Acknowledge and return this signed addendum with your bid. Failure to do so may cause your bid to be considered non-responsive.



Authorized Representative

Drewery Construction Company, Inc.
Company/Firm

4/1/2022
Date

City of Nacogdoches 2022 Street Paving Project #1

BID FORM - **REVISED**

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
Base Bid					
1.	3,645	tons	2" overlay, Type D hot mix asphaltic concrete, including tack coat of SS-1 @ 0.10 gal/SY, herbicide treatment, vegetation removal, all materials & labor; complete, in place	\$ 138.00	\$ 503,010.00
			One Hundred Thirty-Eight Dollars		
			No Cents		
			per ton (written in words)		
2.	15,601	SY	6" pulvermix in-place existing pavement and base, surface prime coat of MC-30 @ 0.15 gal/SY, haul and disposal of excess material to location specified by City, all materials & labor; complete, in place	\$ 8.00	\$ 124,808.00
			Eight Dollars		
			No Cents		
			per SY (written in words)		
3.	7,977	SY	Mill existing pavement and base to depth of 2" in accordance with <i>TxDOT Standard Specifications for Construction of Highways, Streets and Bridges</i> , Item 354, latest edition; including haul and disposal to locations as directed by City	\$ 7.00	\$ 55,839.00
			Seven Dollars		
			No Cents		
			per SY (written in words)		
4.	5	SY	Asphalt street patching (thin patch-asphalt only), including all sawcuts, re-compaction, preparation, Type D hot mix asphaltic concrete, haul and disposal, all materials & labor; complete, in place	\$ 37.00	\$ 185.00
			Thirty-Seven Dollars		
			No Cents		
			per SY (written in words)		
5.	23	SY	Asphalt street patching (full depth, 6" asphalt), including all sawcuts, subgrade preparation, full depth Type D hot mix asphaltic concrete, haul and disposal, all materials & labor; complete, in place	\$ 85.00	\$ 1,955.00
			Eighty-Five Dollars		
			No Cents		
			per SY (written in words)		
6.	8	SY	Concrete Street Patching, in accordance with plans and details, including all sawcuts, preparation, concrete, materials and labor; complete, in place	\$ 250.00	\$ 2,000.00
			Two Hundred Fifty Dollars		
			No Cents		
			per SY (written in words)		

City of Nacogdoches 2022 Street Paving Project #1

BID FORM - REVISED

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
7.	20	CY	Undercut of unsuitable material, by excavation, and replace with crushed concrete or approved crushed stone, compacted, all materials & labor; complete, in place	\$ 100.00	\$ 2,000.00
			One Hundred Dollars		
			No Cents		
			per CY (written in words)		
Additive Alternate Bid 1					
8.	9	EA	Concrete Valley Gutter, in accordance with plans and details, including all sawcuts, preparation, concrete, materials and labor; complete, in place	\$ 8,200.00	\$ 73,800.00
			Eight Thousand Two Hundred Dollars		
			No Cents		
			per EA (written in words)		
9.	190	LF	Sawcut, remove and replace existing concrete curb and gutter, all widths, including haul and disposal to locations as directed by City, sodding of all disturbed areas, all materials & labor; complete, in place	\$ 67.00	\$ 12,730.00
			Sixty-Seven Dollars		
			No Cents		
			per LF (written in words)		
Additive Alternate Bid 2					
10.	10,154	SY	Fly Ash Stabilization of pulvermixed pavement and base to depth of 6", 10% Class C Fly Ash placement at application rates specified in plans, including materials, placement and mixing; complete, in place	\$ 8.50	\$ 86,309.00
			Eight Dollars		
			Fifty Cents		
			per SY (written in words)		
11.	10,154	SY	Cement Stabilization of pulvermixed pavement and base to depth of 6", 3% Cement placement at application rates specified in plans, including materials, placement and mixing; complete, in place	\$ 5.50	\$ 55,847.00
			Five Dollars		
			Fifty Cents		
			per SY (written in words)		

City of Nacogdoches 2022 Street Paving Project #1

BID FORM - REVISED

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
------	----------	------	-------------	------------	-------

BID SUMMARY

BASE BID TOTAL (Items 1-7)

689,797.00

Six Hundred Eighty-Nine Thousand Seven Hundred Ninety-Seven Dollars & No Cents

BASE BID TOTAL (written in words)

ALTERNATE BID 1 TOTAL (Items 8-9)

86,530.00

Eighty-Six Thousand Five Hundred Thirty Dollars & No Cents

ALTERNATE BID 1 TOTAL (written in words)

ALTERNATE BID 2 TOTAL (Items 10-11)

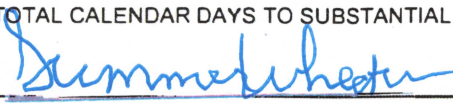
142,156.00

One Hundred Forty-Two Thousand One Hundred Fifty-Six Dollars & No Cents

ALTERNATE BID 2 TOTAL (written in words)

TOTAL CALENDAR DAYS TO SUBSTANTIAL COMPLETION 90

BY:



Summer Wheaton / Vice President

Printed Name

Title

COMPANY: Drewery Construction Company, Inc.

Phone No.

936-560-1534

902 SE Stallings Dr.

Address

Nacogdoches

City

TX

State

75964

Zip



GREAT AMERICAN INSURANCE COMPANY

OHIO

BID BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR:

(Name, legal status and address)

Drewery Construction Company, Inc.
902 SE Stallings Dr
Nacogdoches, TX 75964

SURETY:

(Name, legal status and principal place of business):

Great American Insurance Co.
301 E 4th Street
Cincinnati, OH 45202

OWNER:

(Name, legal status and address)

City of Nacogdoches
202 E Pilar
Nacogdoches, TX 75961

BOND AMOUNT: \$ 5% of GAB

PROJECT: Reconstruction of City Streets

(Name, location or address, and Project number, if any)

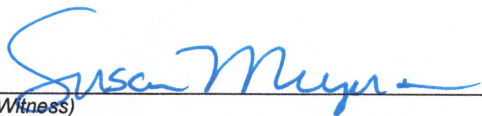
Reconstruction of City Streets

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a Surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

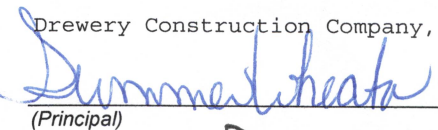
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 6th day of April, 2022.

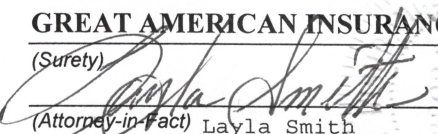

(Witness)


(Witness) Sarah Morgan


(Principal)

VICE PRESIDENT
(Title)

GREAT AMERICAN INSURANCE COMPANY
(Surety)


(Attorney-in-Fact) Layla Smith

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A310 - 2010 Edition

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than FOUR

No. 0 19941

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
BRANDY DUNKIN	ALL OF	ALL
LAYLA SMITH	LUFKIN,	\$100,000,000.00
	TEXAS	

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 11TH day of SEPT. 2015.



My L C. B.
Assistant Secretary

David C. Kitchin
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 11TH day of SEPT. 2015, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 05-18-2020

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 6th day of April

2022



My L C. B.
Assistant Secretary

CONTRACTOR DATA SHEET

**GENERAL/SUB-CONTRACTOR'S EXPERIENCE
AND
DATA INFORMATION**

Name of Company: Drewery Construction Company, Inc.

Company Years in Business: 42

List Municipal Projects
(Similar Projects in Size and Scope Completed in Last Five Years)

Project	Municipality	\$ Amount	Type	Date
Long Cove Entry Rd. & Bridges	Long Cove	\$3,018,202.70	Reconstruction	Nov 2017
City of Henderson Master #20	Henderson	\$527,066.50	Reconstruction	May 2018
City of Center 2017	Center	\$547,934.50	Reconstruction	July 2018
Nacogdoches FM 1878 Bridge	Nacogdoches/TxDOT	\$2,079,356.30	Bridge Replacement	July 2018
City of Nacogdoches Sts 2018	Nacogdoches	\$476,600.00	Paving	Jan 2019
West Frasier - Austin Ave.	Henderson	\$1,458,028.29	Repair & Pave	Mar 2019

Superintendent & Project Manager Information

Include Superintendent proposed for the project, years of experience as superintendent,
project manager proposed for the project, and years experience as project manager

Superintendent	Years Experience	Projects
Charles Ebernez	39	Numerous Hwy, City & Private Projects

Project Manager	Years Experience	Projects
Tommy Jacobs	40	Numerous Hwy, City & Private Projects

References: Name 5 projects of similar work, giving owner's name, representative's name, project engineer's name, and telephone numbers for each

1. Long Cove Entry Road & Bridges		Reconstruction of Roadway/Replacement of 3 Bridges
Long Cove Development, Inc. on behalf of LVMD		Laurie Martin 214-220-4955
Owners Rep Team Phillips, Inc.		Nancy Phillips 972-385-0909

2. West Fraser - Austin Ave.		Reconstruction of City Street incl Curb & Gutter
West Fraser Wood Products, Inc.		Raymond Mitchell
Stokes & Associates		Neal Holland 903-657-6551

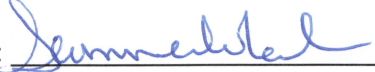
3. TxDOT Nacogdoches EM 1878		Bridge Replacement
TxDOT Nacogdoches Area Office		Matt Brazil 936-564-7782

4. City of Carthage Streets		Reconstruction & Paving
Two Fifteen Consulting		Michael Delaney 936-569-0505

5.		

CERTIFICATION OF BID

The undersigned affirms that they are duly authorized to execute this Contract, that this bid has not been prepared in collusion with any other Bidder, and that the contents of this bid have not been communicated to any other Bidder prior to the official opening of this bid. To the extent this Contract is considered a Contract for goods or services subject to § 2270.002 Texas Government Code, Bidder certifies that it: i) does not boycott Israel; and ii) will not boycott Israel during the term of the Agreement. Additionally, the undersigned affirms that the firm is willing to sign the enclosed Standard Form of Agreement (if applicable).

Signed By:  Title: Vice President

Typed Name: Summer Wheaton Company Name: Drewery Construction Co., Inc.

Phone No: 936-560-1534 Fax No: 936-560-3282

Email: summer.d@dreweryinc.com

Bid Address:	<u>902 SE Stallings Dr.</u>	<u>Nacogdoches</u>	<u>TX</u>	<u>75964</u>
	<u>P.O. Box or Street</u>	<u>City</u>	<u>State</u>	<u>Zip</u>

Remit Address:	<u>902 SE Stallings Dr.</u>	<u>Nacogdoches</u>	<u>TX</u>	<u>75964</u>
	<u>P.O. Box or Street</u>	<u>City</u>	<u>State</u>	<u>Zip</u>

Federal Tax ID No: 75-1704639

DUNS No: 02-603-4835

Date: 4/7/2022

CONDITIONS OF AGREEMENT

CONDITIONS OF AGREEMENT

CONTRACT DOCUMENTS

STANDARD SPECIFICATIONS FOR CONSTRUCTION--CITY OF NACOGDOCHES

FACILITIES: All building construction and related installations shall conform to the City's latest adopted editions of the International Building Code, National Electric Code, and the Uniform Plumbing Code and the Nacogdoches Standards for the Design and Construction of Public Improvements. All other City of Nacogdoches codes and ordinances shall also apply.

CIVIL CONSTRUCTION: These specifications shall be used in conjunction with the City of Nacogdoches' Standard Specifications of Water and Sewer Construction and Street Construction and is hereby incorporated by reference. All City of Nacogdoches codes and ordinances shall apply.

Any discrepancies between the City standards and these specifications shall be clarified per the instructions in Paragraph 9.0, "INTERPRETATIONS AND ADDENDA" in the instructions to Bidders.

GENERAL CONDITIONS OF AGREEMENT

The Standard Form of Agreement between Owner and Contractor shall be governing conditions of this contract.

SPECIAL PROVISIONS OF AGREEMENT

A. **MEASUREMENTS:** All work not specifically set forth as a pay item in the Proposal shall be considered a subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the various unit prices listed in the Proposal.

B. **QUANTITIES:** Where unit quantities are shown on each bid item of the Proposal, they shall be construed to represent approximate quantities of Work to be completed. Final quantities will be determined by measurement on the site of the completed Work. Work performed outside of specified limits will not be included in final measurement. Bidders are hereby notified that no incidental items of the Work will be paid for unless it is listed in the Proposal form as a pay item.

C. **EXPLOSION, COLLAPSE AND UNDERGROUND HAZARDS (XCU):** Contracts where trenching depths exceed twelve (12) feet shall require additional coverage for the following General Liability hazards:

<u>Explosion</u>	Applies to blasting operations
<u>Collapse</u>	Applies to excavation and grading work adjacent to structure
<u>Underground</u>	Applies to excavation, burrowing, trenching, tunneling, etc. For example, severing an electrical line during excavation operations.

An additional premium may be assessed by contractor's insurance provider. Successful contractor is responsible for assessing depth based on plans and specifications contained herein.

D. **TRAFFIC CONTROL.** When work is performed in or immediately adjacent to a public street right-of-way, the Contractor shall submit to the City Engineer a traffic control plan for each public right-of-way he enters prior to the pre-construction meeting. This plan shall be in conformance to the Texas Manual on Uniform Traffic Control Devices. Once reviewed, the plans will be returned to the Contractor with comments.

Approved Traffic Control Plans shall be in the possession of the contractor on site during all work within the designated right of way.

E. **MATERIAL STAGING.** Contractor is responsible for identifying and securing a suitable site for the storage of materials and other construction related items unless such a site is specifically identified in the plans.

F. **PERMITS.** Contractor will be required to get permits pursuant to contract documents; however, the city will waive the fees.

G. **STORM WATER PERMIT.** For construction areas disturbing more than one (1) acre of land, Contractor shall provide a Storm Water Pollution Prevention Plan and all related inspections, rain gages, signage, subsidiary to the contract.

H. **SURVEY.** The Owner will provide a one-time survey staking of key construction points, bench marks, horizontal controls, building corners, or utility appurtenances as deemed necessary by the City Engineer. Additional construction staking, or replacement staking, will be at the contractor's expense.

I. **CONTRACTOR PARKING and BATHROOMS.** Unless noted otherwise in the bid documents and plans, the installation of temporary bathroom facilities on the site will not be allowed. Parking for construction related vehicles, worker vehicles, and other equipment may be limited at the construction site. The Contractor should anticipate the need to provide an off-site parking subsidiary to the bid price in the contract.

J. **FIELD OFFICES.** The Contractor will not be required to maintain a field office at the construction site. In the event that the Contractor wishes to have a temporary project office, approval will be required by the Owner. The cost for the installation of all utilities will be paid by the Contractor.

K. **DRAINAGE AND EROSION CONTROLS.** The contractor will be responsible for designing, installing and maintaining interim drainage and erosion controls for the construction site. Surface drainage channels, culverts, or other features will be maintained by the contractor in such a way to minimize the impacts from storm water to offsite properties.

L. **CONTRACT FORMS, BONDS AND CERTIFICATES.** The Standard Form of Agreement bond forms listed below will be made a part of the executed contract documents and are made a part of these specifications:

CITY OF NACOGDOCHES STANDARD FORM OF AGREEMENT BETWEEN THE
OWNER AND THE CONTRACTOR

PERFORMANCE BOND

PAYMENT BOND

These forms are not to be filled in by the bidder at the time of submitting his proposal.

STANDARD FORM OF AGREEMENT FOR CONSTRUCTION

CITY OF NACOGDOCHES CONSTRUCTION AGREEMENT

This Agreement is entered into by and between the **City of Nacogdoches**, a Texas home-rule municipal corporation (the "City") and **Drewery Construction Co., Inc.**, a limited liability corporation (the "Contractor"), for **Construction Services for 2022 Street Paving Project #1** located in Nacogdoches, Texas (the "Project").

1. DEFINITIONS

1.01. Calendar Day. A "calendar day" is any day of the week or month, no days being excepted.

1.02. City. Whenever the word "City" is used, it shall mean and be understood as referring to the City of Nacogdoches, Texas.

1.03. City's Representative. Whenever the words "City's Representative" or "Representative" are used, it shall mean and be understood as referring to the City Manager or his delegate, who shall act as City's agent. The City's Representative may inspect and issue instructions but shall not directly supervise the Contractor.

1.04. Contract Amount. The term "Contract Amount" shall mean the amount of Contractor's lump sum base bid proposal, together with all alternates, as accepted by the City in accordance with the Contractor's Proposal. In the case of a unit price contract, Contract Amount shall mean the sum of the product of all unit prices times the respective estimated final quantities of work, for all base bid and alternates, as accepted by the City.

1.05. Contract Documents. The term "Contract Documents" shall mean those documents listed in Paragraph 2.01.

1.06. Contractor. Whenever the word "Contractor" is used, it shall mean the person(s), partnership, or corporation who has agreed to perform the work embraced in this Agreement and the other Contract Documents.

1.07. Extra Work. The term "Extra Work" shall mean and include work that is **not** covered or contemplated by the Contract Documents but that may be required by City's Representative and approved by the City in writing **prior** to the work being done by the Contractor.

1.08. Final Completion. The term "Final Completion" shall mean that all the work has been completed, all final punch list items have been inspected and satisfactorily completed, all payments to materialmen and subcontractors have been made, all documentation and warranties have been submitted, and all closeout documents have been executed and approved by the City.

1.09. Interpretation of Phrases. Whenever the words "directed", "permitted", "designated", "required", "considered necessary", "prescribed", or words of like import are used, it is understood that the direction, requirement, permission, order, designation, or prescription of City's Representative is intended. Similarly, the words "approved", "acceptable", "satisfactory", or words of like import shall mean approved by, accepted by, or satisfactory to City's Representative.

1.10. Nonconforming work. The term "nonconforming work" shall mean work or any part thereof that is rejected by City's Representative as not conforming with the Contract Documents.

1.11. Parties. The "parties" are the City and the Contractor.

1.12. Project. The term "Project" shall mean and include all that is required to obtain a final product that is acceptable to the City. The term "work" shall have like meaning.

1.13. Subcontractor. The term "subcontractor" shall mean and include only those hired by and having a direct contact with Contractor for performance of work on the Project. The City shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due.

1.14. Substantially Completed. The term "Substantially Completed" means that in the opinion of the City's Representative the Project, including all systems and improvements, is in a condition to serve its intended purpose but still may require minor miscellaneous work and adjustment. Final payment of the Agreement Price, including retainage, however, shall be withheld until Final Completion and acceptance of the work by the City. Acceptance by the City shall not impair or waive any warranty obligation of Contractor.

1.15. Work. The term "work" as used in this Agreement shall mean and include all that is required herein to obtain a final product that is acceptable to the City. The term "Project" shall have like meaning. This Project includes the following: **Construction Services for 2022 Street Paving Project #1** located in Nacogdoches, Texas.

1.16. Working Day. A "working day" means any day not including Saturdays, Sundays, or legal holidays.

2. **CONTRACT DOCUMENTS**

2.01. The Contract Documents and their priority shall be as follows:

- 2.01.01. This signed Agreement
- 2.01.02. Addendum to this Agreement
- 2.01.03. General Conditions
- 2.01.04. Special Conditions
- 2.01.05. Technical specifications
- 2.01.06. Drawings
- 2.01.07. Instructions to Bidders and any other notices to Bidders or Contractor
- 2.01.08. Performance bond, Payment bonds, Bid bonds and Special bonds
- 2.01.09. Contractor's Proposal

2.02. Where applicable, the Contractor will be furnished three (3) sets of plans, drawings, specifications, and related Contract Documents for its use during construction. Plans and specifications provided for use during construction shall be furnished directly to the Contractor only.

2.03. The Contractor shall distribute copies of the plans and specifications to suppliers and subcontractors as necessary. The Contractor shall keep one (1) copy of the plans and specifications accessible at the work

site with the latest revisions noted thereon. For proper execution of the work contemplated by this Agreement, additional sets of drawings, plans and specifications may be purchased by the Contractor.

2.04. All drawings, specifications, and copies thereof furnished by the City shall not be re-used on other work, and with the exception of one (1) copy of the signed Contract Documents, all documents, including sets of the plans and specifications and “as built” drawings, are to be returned to the City on request at the completion of the work. All Contract Documents, models, mockups, or other representations are the property of the City. In the event of inconsistencies within or between parts of the Contract Documents, the Contractor shall (1) provide the better quality or greater quantity of Work, or (2) comply with the more stringent requirement, either or both in accordance with the City’s interpretation. The terms and conditions of this Clause 2.04, however, shall not relieve the Contractor of any of the obligations set forth in Paragraphs 8.01. and 8.02.

3. AWARD OF CONTRACT

3.01. Upon the award of the contract by the City Council, the parties shall execute this Agreement, and the Contractor shall deliver to City's Representative all documents, bonds, and certificates of insurance required herein.

3.02. **Time is of the essence in this Agreement.** Accordingly, the Contractor shall be prepared to perform the work in the most expedient and efficient possible manner in order to complete the work by the times specified in this Agreement for Substantial Completion and Final Completion. In addition, the Contractor's work on the Project shall be commenced on the date to be specified in the notice to proceed. The notice to proceed may be given by oral notification or set by City's Representative at the post-contract award conference. **The notice to proceed may not be given, nor may any work be commenced, until this Agreement is fully executed and complete, including all required exhibits and other attachments, particularly those required under Paragraphs 27 and 28 (Insurance & Bonds).**

3.03. **Contract Amount.** Except in the event of a duly authorized change order approved by the City as provided in this Contract, and in consideration of the Contractor’s final completion of all work in conformity with this Contract, the City shall pay the Contractor an amount not to exceed **Nine Hundred Eighteen Thousand Four Hundred Eighty-Three and 00/100 Dollars (\$918,483.00).**

4. CITY'S REPRESENTATIVE

4.01. The Contractor shall forward all communications, written or oral, to the City through the City's Representative.

4.02. The City's Representative may periodically review and inspect the work of the Contractor.

4.03. The City's Representative shall appoint, from time to time, such subordinate supervisors or inspectors as City's Representative may deem proper to inspect the work performed under this Agreement and ensure that said work is performed in accordance with the plans and specifications.

4.04. The Contractor shall regard and obey the directions and instructions of City's Representative, any subordinate supervisors or inspectors appointed by the City provided such directions and instructions are consistent with the obligations of this Agreement.

4.05. Should the Contractor object to any orders by any subordinate supervisor or inspector, the Contractor may, within two (2) days from receipt of such order, make written appeal to City's Representative for his decision.

5. INDEPENDENT CONTRACTOR

5.01. In all activities or services performed hereunder, the Contractor is an independent contractor and not an agent or employee of the City. The Contractor, as an independent contractor, shall be responsible for the final product contemplated under this Agreement. Except for materials furnished by the City, the Contractor shall supply all materials, equipment and labor required for the execution of the work on the Project. The Contractor shall have ultimate control over the execution of the work under this Agreement. The Contractor shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees and subcontractors, and the City shall have no control of or supervision over the employees of the Contractor or any of the Contractor's subcontractors except to the limited extent provided for in this Agreement.

5.02. The Contractor shall retain personal control and shall give its personal attention to the faithful prosecution and completion of the work and fulfillment of this Agreement. The subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Contractor from its obligations to the City under this Agreement. The Contractor shall appoint and keep on the Project during the progress of the work a competent Project Manager and any necessary assistants, all satisfactory to City's Representative, to act as the Contractor's representative and to supervise its employees and subcontractors. All directions given to the Project Manager shall be binding as if given to the Contractor. Adequate supervision by competent and reasonable representatives of the Contractor is essential to the proper performance of the work, and lack of such supervision shall be grounds for suspending the operations of the Contractor and is a breach of this Agreement.

5.03. Unless otherwise stipulated, the Contractor shall provide and pay for all labor, materials, tools, equipment, transportation, facilities, and drawings, including engineering, and any other services necessary or reasonably incidental to the performance of the work by the Contractor. It shall be the responsibility of the Contractor to furnish a completed work product that meets the requirements of the City. Any additional work, material, or equipment needed to meet the intent of this specification shall be supplied by the Contractor *without* claim for additional payment, even though not specifically mentioned herein.

5.04. Any injury or damage to the Contractor or the Project caused by an act of God, natural cause, a party or entity not privy to this Agreement, or other force majeure shall be assumed and borne by the Contractor.

6. DISORDERLY EMPLOYEES

The Contractor agrees to employ only orderly and competent employees skillful in the performance of the type of work required, and agrees that whenever City's Representative shall inform the Contractor in writing that any person or persons on the work are, in his opinion, incompetent, unfaithful, or disorderly, such person or person shall be discharged from the work and shall not again be re-employed on the site or the Project without City's Representative's written permission.

7. HOURS OF WORK

The Contractor may work Monday through Friday from 7 a.m. to 6 p.m., exclusive of Saturdays, Sundays, or legal holidays. The Contractor may work overtime, weekends, and holidays only when approved in advance by the City's Representative. The time for Substantial Completion shall not be affected in any way by inclusion of this section or by the City's consent or lack of consent to work outside of the times specified in this Agreement.

8. NATURE OF THE WORK

8.01. It is understood and agreed that the Contractor has, by careful examination, studied and compared the various Drawings and other Contract Documents, satisfied itself as to the nature and location of the work, the conditions of the ground and soil, the nature of any structures, the character, quality, and quantity of the material to be utilized, the character of equipment and facilities needed for and during the prosecution of the work, the time needed to complete the work, Contractor's ability to meet all deadlines and schedules required by this Agreement, the general and local conditions, including but not limited to weather, and all other matters that in any way affect the work under this Agreement. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, any errors, inconsistencies or omissions discovered, or which reasonably should have been discovered by the Contractor shall be reported promptly to the City as a request for information in such form as the City may require. However, the Contractor shall not perform any act or do any work on the Project that places the safety of persons at risk or potentially damages materials or equipment used in the Project, and the Contractor shall do nothing that would render any test or tests erroneous.

8.02. Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the City, but it is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents. The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations, but any nonconformity discovered by or which reasonably should have been discovered or made known to the Contractor shall be reported promptly to the City.

8.03. If the Contractor fails to perform the obligations of Paragraphs 8.01. and 8.02., the Contractor shall pay such costs and damages to the City as would have been avoided if the Contractor had performed such obligations. The Contractor shall not be liable to the City for damages resulting from errors, inconsistencies or omissions in the Contract Documents or for differences between field measurements or conditions and the Contract Documents unless the Contractor recognized or reasonably should have recognized such error, inconsistency, omission or difference and knowingly failed to report it to the City.

9. POST-AGREEMENT AWARD MEETINGS

9.01. Prior to the commencement of the work, the parties shall meet and attend a post-agreement award meeting at the time and place determined by City's Representative. At the post-agreement award meeting, the parties shall meet, discuss, and finalize all schedules, including commencement date, and/or specifications submitted for review. No later than ten (10) days prior to the post-agreement award meeting, the Contractor shall submit to City's Representative the following documents:

- (a) Schedules of work contemplated, including the starting and ending date, as well as an indication of the completion of stages of work hereunder.
- (b) The names and addresses of all proposed subcontractors in writing.
- (c) Schedules of the starting and ending dates of subcontractors and the scope of work contemplated for subcontractors.
- (d) Name, local office, phone number and addresses and, home phone numbers for the Contractor and its Project Superintendent/Manager.
- (e) For construction projects, four (4) copies of all shop and/or setting drawings or schedules for the submission thereof.
- (f) Where applicable, materials procurement schedules and material supplier names, addresses and phone numbers.

9.02. The City's Representative, within five (5) working days after the initial post-agreement award conference or any other meetings, may submit minutes of the meeting to the Contractor. The Contractor shall thereafter have five (5) working days to review the minutes and make its objections, changes, or reductions thereto in writing. The Contractor shall thereafter sign the minutes and promptly return them to City's Representative. Where there is disagreement, City's Representative will make the final determination.

10. PROGRESS OF WORK

10.01. Unless otherwise specifically provided, the Contractor shall prosecute its work at such time and sessions, in such order of precedence, and in such manner as shall be most conducive to the economy of the Project; provided, however, that the order and time of prosecution shall be such that the Project shall be Substantially Completed in accordance with this Agreement, the plans and specifications, and within the time of completion designated in the schedules agreed upon by the parties.

10.02. Further, the parties shall be subject to the following:

- (a) The Contractor shall submit a progress schedule and payment schedule of the work contemplated by this Agreement at the initial post-agreement award meeting and subsequent meetings.
- (b) City's Representative shall be entitled to make objections to the Contractor's schedule submitted herein. The Contractor shall promptly resubmit a revised schedule to City's Representative.
- (c) The Project Superintendent/Manager shall coordinate its activities with City's Representative. If required by the City, the Contractor shall provide a weekly schedule of planned activities, which may be reviewed on a daily basis.
- (d) The Contractor shall submit, at such time as may reasonably be requested by City's Representative, additional schedules that shall list the order in which the Contractor proposes to

carry on the work with dates at which the Contractor will start the several parts of the work and the estimated dates of completion of the several parts.

(e) The Contractor shall attend additional meetings called by City's Representative upon twenty-four (24) hours written notice unless otherwise agreed in writing by the parties.

(f) When the City is having other work done, either by agreement or by its own force, City's Representative may direct the time and manner of work done under this Agreement so that conflicts will be avoided and the various work being done by and for the City shall be coordinated.

(g) In the event that it is determined by the City that the progress of the work is not in accordance with the approved progress and payment schedule, the City may so inform the Contractor and require the Contractor to take such action as is necessary to insure completion of the Project within the time specified.

10.03. The process of approving Contractor's schedules and updates to Contractor's schedules shall not constitute a warranty by the City that any non-Contractor milestones or activities will occur as set out in the Contractor's schedules. Approval of a contractor's schedules does not constitute a commitment by the City to furnish any City-furnished information or material any earlier than the City would otherwise be obligated to furnish that information or material under the Contract Documents. Failure of the Work to proceed in the sequence scheduled by Contractor shall not alone serve as the basis for a Claim for additional compensation or time. In the event there is interference with the Work which is beyond its control, Contractor shall attempt to reschedule the Work in a manner that will hold the additional time and costs beyond its control to a minimum. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedules and shall promptly advise the City of any delays or potential delays. In the event any schedule indicates any delays, the Contractor shall propose an affirmative plan to correct the delay. In no event shall any schedule constitute an adjustment in the Contract Time, any Milestone Date or the Contract Sum unless any such adjustment is agreed to by the City and authorized pursuant to Change Order.

10.04. **Work Stoppage.** If in the judgment of either the City or City's Representative any of the work or materials furnished is not in strict accordance with this Agreement or any portion of the work is being performed so as to create a hazardous condition, they may, in their sole discretion, order the work of the Contractor or any sub contractor wholly or partially stopped until any objectionable person, work, or material is removed from the premises. Such stoppage or suspension shall neither invalidate any of the Contractor's performance obligations under this Agreement, including the time of performance and deadlines therefore, nor will any extra charge be allowed the Contractor by reason of such stoppage or suspension.

11. SITE CONDITIONS AND MANAGEMENT

11.01. Where the Contractor is working around or in existing structures, it shall verify conditions at the site, including but not limited to, door openings and passages. Any items constructed or manufactured off-site or outside of buildings shall be done so that they are not too bulky for existing facilities. The Contractor shall provide special apparatus as required to handle any such items. All special handling equipment charges shall be at the Contractor's expense. Further, Contractor shall include in its price for the Work, all labor, materials, equipment and/or engineering services required to protect the adjacent properties and/or structures from damage due to performance of the Work.

11.02. The Contractor shall be responsible for all power, light, and water required to perform the work.

11.03. Throughout the progress of the work, the Contractor shall keep the working area free from debris of all types, and remove from premises all rubbish, resulting from any work being done by him. At the completion of the work, the Contractor shall leave the premises in a clean and finished condition. Any failure to do so may be remedied and charged back to the Contractor.

11.04. **Layout of Work.** Except as specifically provided herein, the Contractor shall lay out all work in a manner acceptable to City's Representative in accordance with applicable City of Nacogdoches codes and ordinances. City's Representative will review the Contractor's layout of all structures and any other layout work done by the Contractor at the construction meeting, or at the Contractor's request, but this review does not relieve the Contractor of the responsibility of accurately locating all work in accordance with the plans and specifications.

11.05. **Lines and Grades.** All lines and grades shall be furnished by the Contractor. Benchmarks and control stakes have been provided by the City's Representative. All benchmarks and control stakes shall be carefully preserved by the Contractor. In case of destruction or removal of the same by the Contractor, its subcontractors, or employees, such stakes, marks, etc. shall be replaced by the Contractor at the Contractor's expense. If the Contractor fails to do so, the City may do so and charge back the Contractor. Additional construction staking as needed for the work, including lines and grades, shall be the sole responsibility of the Contractor, and the Contractor shall receive no extra time or compensation therefor.

11.06. **Contractor's Structures.** The building or locating of structures for housing men or the erection of tents or other forms of protection will be permitted only at such places as City's Representative shall permit. The Contractor shall not damage the property where such structures are allowed and shall at all times maintain sanitary conditions in and about such structures in a manner satisfactory to the City. The City may charge the Contractor for any damage or injury to the City, its property, or third persons as a result of the location or use of such structures.

11.07. The Contractor and any entity over whom the Contractor has control shall not erect any sign on the Project site without the prior written consent of the City.

11.08. City may have other work related to the Project performed at the Project site during the time the Work is performed. Contractor should schedule its Work to coordinate with the work of other contractors and utilities with the understanding that some of that work may be performed at times other than as set out in the Contract Documents or as otherwise anticipated. City will endeavor to have such other work performed so as not to unduly interfere with Contractor's performance when Contractor notifies City of specific reasonable needs well in advance of those needs and where it is possible to do so. Although Contractor should anticipate some delays and interference to its sequence of Work because of work by other contractors and utilities, and will not be entitled to either an extension of time or additional compensation because of them, in the event of substantial delay caused by another contractor or a utility, after advance notice of its needs by Contractor, Contractor will be entitled to make a claim for an extension of time as provided herein.

11.09. When two or more contractors, including Contractor, are employed on related or adjacent work or obtain materials from the same material source, or when work must be completed by one contractor before another can begin, each shall conduct his operations in such a manner as not to cause any unnecessary delay or hindrance to the other. Each contractor, including Contractor if applicable, shall be responsible to the

other for all damage to work, to persons, or to property caused to the other by his operations, and for loss caused the other due to unreasonable or unjustified delays or failure to finish the work or portions thereof, or furnish materials within the time requested. Should Contractor cause damage to the work or property of any separate contractor at the Project site, or should any claim arising out of Contractor's separate contractor at the Project site, or should any claim arising out of Contractor's performance of the Work at the Project site be made by any separate contractor against Contractor, City or other consultants, or any other person, Contractor shall promptly attempt to settle with such other contractor by agreement, or to otherwise resolve the dispute. **Contractor shall, to the fullest extent permitted by applicable laws, indemnify and hold City harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of architects, attorneys and other professionals and court costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any separate contractor against City to the extent based on a claim arising out of Contractor's negligence.**

12. MATERIALS

12.01. Materials or work described in words that when so applied have well-known technical or trade meaning shall be held to refer to such recognized standards. All work shall be done and all materials furnished in strict conformity with this Agreement, the other Contract Documents, and recognized industry standards. When specific products, systems or items of equipment are referred to in the Contract Documents, any ancillary devices necessary for connecting the products, systems or items of equipment shall also be provided. When standards, codes, manufacturer's instructions and guarantees are required by the Contract Documents, the current edition at the time of Contract execution shall apply, unless another edition is specified in the Contract Documents. References to standards, codes, manufacturer's instructions and guarantees shall apply in full, except (1) they do not supersede more stringent standards set out in the Contract Documents, and (2) any exclusions or waivers that are inconsistent with the Contract Documents do not apply.

12.02. All materials shall be approved by the City prior to purchase by the Contractor. Unless otherwise specified herein, the Contractor shall purchase all materials and equipment outright and shall not subject the materials and equipment utilized in the Project to any conditional sales agreement, bailment, lease, or other agreement reserving unto seller any right, title, or interest therein. Title to all materials, but not risk of loss, shall pass to the City upon delivery to the Project.

12.03. Where the City deems it necessary to supply materials, it may furnish to the Contractor the list of materials set forth in the attached "List of City Furnished Materials". Upon receipt of said materials, the Contractor shall immediately furnish to the City a written receipt. Moreover, the Contractor shall, on behalf of the City, accept delivery of the materials set forth in the attached "List of Materials Ordered by the City". Under such circumstances, the Contractor shall promptly forward to the City for payment the supplier's invoice together with the Contractor's receipt in writing for such materials.

(a) Upon acceptance of the materials furnished or ordered by the City, the Contractor warrants that it shall properly handle, transport, store and safeguard the materials.

(b) Further, the Contractor shall repair, repaint or replace any and all materials or any part thereof damaged or stolen while in its possession. Such materials are considered to be in the Contractor's possession from the moment the Contractor either accepts delivery of the materials or

signs a receipt accepting delivery of said materials until the Project is accepted by the City's Representative.

(c) Before transporting any of the materials furnished or ordered by the City, the Contractor shall establish to the City's satisfaction that it has obtained insurance against losses, theft, damage, equal to or greater than the amounts spent by the City in securing said materials. It shall be incumbent upon the Contractor to verify the cost of materials.

(d) The City shall not be obligated to furnish materials in excess of the quantities, size, kind, and type set forth in the attached List of City Furnished Materials and List of Materials Ordered by the City. If the City furnishes, and the Contractor accepts, materials in excess thereof, the values of such excess materials shall be their actual cost as stated by the City.

(e) Upon delivery, the Contractor shall promptly receive, unload, transport, and handle all materials and equipment on the List of Materials Ordered by the City at its expense and shall be responsible for all shipping costs.

12.04. Materials and supplies shall be new and of good quality. Upon request, the Contractor shall supply proof of quality and manufacturer. No refurbished, reconditioned, or other previously utilized materials or supplies will be used without the prior signed authorization of City's Representative. The Contractor may utilize substitutes of equal quality and function only upon the prior written authorization of the City's Representative. The City's Representative may require documentation as to quality and function, including manufacturer's specifications, to insure that the proposed substitute is equal to the required material or supply. The City's Representative shall have sole discretion over the use of substitute materials and supplies. Contractor shall bear the risk of any delay in performance caused by submitting substitutions.

12.05. Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction material and equipment stored at the Project site from weather, theft, damage and all other perils is solely the responsibility of the Contractor.

13. ENTRY, OBSERVATION, TESTING & POSSESSION

13.01. The City reserves the right to enter the Project site or sites by such employee(s) or agent(s) as it may elect for the purpose of inspecting the work. The City further reserves the right to enter the Project site or sites for the purpose of performing such collateral work as the City may desire.

13.02. The City's Representative shall have the right, at all reasonable times, to observe and test the work. The Contractor shall make necessary arrangements and provide proper facilities and access for such observation and testing at any location where the work or any part thereof is in preparation or progress. The Contractor shall ascertain the scope of any observation that may be contemplated by City's Representative and shall give ample notice as to the time each part of the work will be ready for observation.

13.03. The City's Representative may require Contractor to remove, dismantle, or uncover completed work. If the work is not in accordance with the plans, specifications, or other Contract Documents, the Contractor shall pay the costs of repair and restoration of the work required to be removed, dismantled, or uncovered. Unless Contractor is obligated to provide advance notice of inspection, prior to covering up the

work, and fails to do so, if the work is in accordance with the plans, specifications, and other Contract Documents, the City shall pay the costs of repair and restoration of the work.

13.04. City shall have the right to take possession of and use any completed or partially completed portions of the Project prior to the time for completing the entire Project or such portions which may not have expired. The parties agree and understand that possession and use shall not constitute an acceptance of any work not completed in accordance with this Agreement. Further, insurance changes required to keep Contractor's insurance in effect shall be the responsibility of Contractor.

14. REJECTED WORK

14.01. All work deemed not in conformity with this Agreement as determined by the City in its sole discretion, may be rejected by the City. City's Representative may reject any work found to be defective or not in accordance with the Contract Documents, regardless of the stage of the work's completion or the time or place of discovery of such defects or inconsistencies and regardless of whether City's Representative has previously accepted the work through oversight or otherwise. Neither observations nor inspections, tests, or approvals made by City's Representative, or other persons authorized under this Agreement to make such observations, inspections, tests, or approvals, shall relieve the Contractor from the obligation to perform the work in accordance with the requirements of this Agreement and the other Contract Documents.

14.02. If the work or any part thereof is rejected by the City, it shall be deemed by City's Representative as not in conformity with this Agreement. Any remedial action required, as set forth herein, shall be at the Contractor's expense, as follows:

(a) The Contractor may be required, at the City's option, after notice from City's Representative, to remedy such work so that it shall be in full compliance with this Agreement. All rejected work or materials shall be immediately replaced in order to conform with this Agreement.

(b) If the City deems it inexpedient to correct work damaged or not done in accordance with this Agreement, an equitable deduction from the agreed sum may be made by the City at the City's sole discretion.

15. SUBCONTRACTING & SUBCONTRACTORS

15.01. The Contractor agrees that it will retain personal control and will give its personal attention to the fulfillment of this Agreement. The Contractor further agrees that subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Contractor from its full obligation to the City as provided by this Agreement.

15.02. Subcontractors must be approved by City's Representative prior to hiring or beginning any work on the Project. If City's Representative judges any subcontractor to be failing to perform the work in strict accordance with the drawings and specifications, the Contractor, after due notice, shall discharge the same, but this shall in no way release the Contractor from its obligations and responsibility under this Agreement. Every subcontractor shall be bound by the terms and provisions of this Agreement and the Contract Documents as far as applicable to their work. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.

16. PAYMENT

16.01. The City stipulates that it is an exempt organization as defined by the Limited Sales, Excise and Use Tax Act and, as such, is exempt from the payment of the sales tax on materials and supplies used in the performance of this Contract. The Contractor shall issue exemption certificates to its suppliers and Subcontractors in lieu of said sales tax for all such materials and supplies, and said exemption certificates must comply with the State Comptroller's Ruling No. 95-0.07 and shall be subject to the provision of the State Comptroller's Ruling No. 95-0.09, effective October 1, 1969.

16.02. **Progress Payment Applications.** The Contractor shall submit applications for payment as provided for herein. Applications for payment will be processed by the City's Representative. Before the first Application for Payment, the Contractor shall submit to the City a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the City may require. This schedule, unless objected to by the City, shall be used as a basis for reviewing the Contractor's Applications for Payment. On or before the 15th day of each month, the Contractor shall submit to City's Representative, for approval or modification, a statement showing as completely as practicable the total value of the actual work performed by the Contractor and accepted by the City up to and including the last day of the *preceding* month. The statement shall also include the value of all materials not previously submitted for payment which have been delivered to the site but have not yet been incorporated into the work.

16.03. **Progress Payments.** On or before the **30th** calendar day following the City's receipt of a progress payment application made in conformity with Paragraph 16.02, the City shall pay to the Contractor the approved amount of the progress payment based on the Contractor's applications for payment, and the recommendation and approval of City's Representative. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage of work completed by the Contractor and approved by the City, but in each case less the aggregate of payments previously made, less retainage, and less amounts as City's Representative shall determine and the City may withhold in accordance with this Agreement. Upon Final Completion, including the delivery of all close out documents, such as "as built" drawings, warranties, guarantees, required additional materials, releases, operation and maintenance manuals, and acceptance of the work in accordance with this Agreement, the City shall pay the remainder of the balance due under this Agreement, less any sums withheld under other terms of this Agreement and less the retainage, which shall be retained for a period of thirty (30) calendar days from the date of Final Completion. Acceptance of retainage by Contractor shall constitute a Waiver and Release of all claims by Contractor.

16.04. **Retainage.** From each approved statement, the City shall retain until final payment, ten percent (10%), where the full contract amount is less than \$400,000.00, and five percent (5%), where the full contract amount is \$400,000.00 or more. The City may also retain from each approved statement any other sums authorized under the terms of this Agreement.

16.05. If the actual amount of work to be done and the materials to be furnished differ from estimates and where the basis for payment is the unit price method, then payment shall be for the actual amount of accepted work done and materials furnished on the Project.

16.06. Reduction in the scope or quantity of work on unit price items shall merely reduce the number of units. In the event that materials have been delivered prior to notice of such reduction, the City will have

the option either to pay freight & transportation costs and any re-stocking charges actually incurred by the Contractor or to purchase the materials. The Contractor shall never be entitled to anticipated or lost profits on the deleted or reduced portion of a job, whether bid on a unit price or lump sum basis.

16.07. The Contractor shall have the sole obligation to pay any and all charges or fees and give all notices necessary to and incidental to the lawful prosecution of the work hereunder. The Contractor shall not and shall have no authority whatsoever to obligate the City to make any payments to another party nor make any promises or representation of any nature on behalf of the City, without the specific written approval of the City.

16.08. The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the City may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

16.09. Unless otherwise provided in the Contract Documents:

- (a) allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- (b) Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Amount but not in the allowances;
- (c) whenever costs are more than or less than allowances, the Contract Amount shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Paragraph 16.9(a) and (2) changes in the Contractor's costs under Paragraph 16.9(b).

16.10. **Suspension of Payments.** The City, at any time, may suspend monthly progress payments on the work if it determines that the projected liquidated damages may exceed retainage. The City, at any time, may suspend monthly progress payments if it believes that the Contractor will not complete the work due to actual default or that the Contractor has represented or done some act that indicates that it will not complete the work in accordance with this Agreement or within the time period submitted in its bid. Provided, however, City is in no way obligated to Contractor's surety to withhold payment pursuant to the provisions of this Paragraph.

16.11. **Withhold Funds.** Regardless of any bond, the City may, on account of subsequently discovered evidence and in addition to the retainage withheld under Paragraph 16.04, withhold funds or nullify all or part of any acceptance or certificate to such extent as may be necessary to protect itself from loss on account of any of the following, or as otherwise provided in this Agreement:

- (a) Defective work.
- (b) Claims made or reasonable evidence indicating probable filing of claims by unpaid vendors or other third parties.
- (c) Failure of the Contractor to make prompt payments to subcontractors for labor or material or materialmen.
- (d) Claims made or reasonable evidence indicating claims will be made for damage to another by the Contractor.
- (e) Claims made or reasonable evidence indicating claims will be made for damage to third parties, including adjacent property owners.

- (f) Claims made or reasonable evidence indicating claims will be made for unremedied damage to property owned by the City.
- (g) City's determination of an amount of liquidated damages.
- (h) Charges made for repairs to the Contractor's defective work or repairs made by the City to correct damage to other property.
- (i) Other amounts authorized under this Agreement or under any other agreement made between City and Contractor.

Provided, however, City is in no way obligated to Contractor's surety to withhold payment pursuant to the provisions of this Paragraph.

16.12. The Parties agree that the City or the state auditor, if state funds are used to fund this contract, may conduct an audit or investigation of any entity receiving funds from the City directly or indirectly through a subcontract under the contract. The acceptance of funds under the contract or subcontract acts as acceptance of the authority of the City or the state auditor to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the City or the state auditor with access to any information the City or the auditor considers relevant to the investigation.

17. EXTRA WORK CHARGES

17.01. No changes shall be made, nor will bills for changes, alterations, modifications, deviations, and extra orders be recognized or paid for except upon the written order from authorized personnel of the City.

17.02. For "Extra Work", as defined in Paragraph 1.07 and authorized through written change orders, and pursuant to Section 252.048(d) of the Texas Local Government Code, the original contract price may not be increased by more than ***twenty-five percent (25%)***. Written change orders that do not exceed ***twenty-five percent (25%)*** of the original contract amount may be made or approved by the City Manager or his delegate if the change order is less than ***Fifty Thousand Dollars (\$50,000.00)***. Changes in excess of ***Fifty Thousand Dollars (\$50,000.00)*** must be approved by the City Council prior to commencement of the services or work. **Any requests by the Contractor for a change to the Contract Amount shall be made prior to the beginning of the work covered by the proposed change or the right to payment for Extra Work shall be waived.** No course of conduct or dealings between the parties, nor implied acceptance of alterations or additions to the Work or changes to the Contract schedule shall be the basis for any claim for an increase in compensation or change in time. Any cost incurred by Contractor in connection with any Extra Work shall be included in Contractor's requested change order and Contractor's failure to include any such cost shall act to Waive and Release any claim for such non included cost.

17.03. The Contractor shall complete all work as specified or indicated in the Contract Documents. The Contractor shall complete all Extra Work in connection therewith. All work and materials shall be in strict conformity with the specifications. The Substantial Completion of the work shall not excuse the Contractor from performing all the work undertaken, whether of a minor or major nature, and thereby completing the Project in accordance with the Contract Documents. In the event that the Contractor fails to perform the work as required for Substantial Completion or Final Completion, the City may contract with a third party to complete the work and the Contractor shall assume and pay the costs of the performance of the work as contracted.

(a) It is agreed that the Contractor shall perform all Extra Work under the direction of City's Representative when presented with a written work order signed by City.

(b) **No claim for Extra Work of any kind will be allowed unless ordered in writing by the City.** In case any orders or instructions appear to the Contractor to involve Extra Work for which it should receive compensation or an adjustment in the construction time, it shall make written request to City's Representative for a written order from City authorizing such Extra Work.

(c) Should a difference of opinion arise as to what does or does not constitute Extra Work, or as to the payment therefor, and the City insists upon its performance, then the Contractor shall proceed with the work after making written requests for written orders in a change order and shall keep adequate and accurate account of the actual field costs therefor, as provided under Method C.

(d) It is also agreed that the compensation to be paid to the Contractor for performing Extra Work shall be determined by one or more of the following methods:

Method A - By agreed unit prices, or

Method B - By agreed lump sum, or

Method C - If neither Method A nor Method B is agreed upon before the Extra Work is commenced, then the Contractor shall be paid the actual field cost of the work.

(e) **Method A - Unit Prices.** The Contractor agrees to perform Extra Work for the unit prices in the Contractor's Proposal. The Contractor also agrees and warrants that when it is necessary to construct units not shown in the Contract Documents, it shall construct such units for a price arrived at as follows:

(1) The cost of materials shall be determined by the invoices;

(2) The cost of labor shall be the reasonable cost thereof, as determined by the City, but in no event shall it exceed an amount determined by calculating the ratio of the total labor costs to the total costs to the total material costs in the section of the Proposal involved, and multiplying the cost of materials for the unit in question by this ratio. Provided, however, that the ratio shall be calculated for only those units that are similar to the new unit for which a price is to be determined.

(f) **Method B - Lump Sum.** The lump sum shall be reasonably close to the amount for similar work previously done or combinations of similar units. Invoices for materials used shall be provided in support of the agreed lump sum.

(g) **Method C - Actual Field Costs.** The actual field cost is hereby defined to include the cost of all applicable workmen and laborers, as well as materials, supplies, teams, trucks, rentals on machinery and equipment, for the time actually employed or used for such Extra Work, plus actual transportation charges necessarily incurred, together with other costs reasonably incurred directly on account of such Extra Work, including social security, old age benefits, maintenance bonds, public liability, property damage, worker's compensation, and all other insurance as may be required by law or ordinances or required and agreed to by the City or City's Representative. City's Representative may direct the form in which accounts of the actual field costs shall be kept and records of these

accounts shall be made available to City's Representative. Unless otherwise agreed upon, the prices for the use of machinery and equipment shall be determined by using one hundred percent (100%), unless otherwise specified, of the latest schedule of equipment and ownership expenses adopted by the Associated General Contractors of America. Where practical, the terms and prices for the use of machinery and equipment shall be incorporated in the written Extra Work order. Actual field costs shall not exceed the prevailing market price therefor within reasonable tolerances as determined by City's Representative. The amount due to Contractor for costs other than actual field costs shall be calculated in accordance with the following standards:

- (1) No indirect or consequential damages will be allowed.
- (2) All costs must be directly and specifically shown to be caused by a proven wrong. No recovery shall be based on a comparison by planned expenditures to total actual expenditures or on estimated losses of labor efficiency, or on a comparison of planned manloading to actual manloading, or any other analysis that is used to show damages indirectly.
- (3) Damages are limited to extra costs specifically shown to have been directly caused by a proven wrong.
- (4) The maximum daily limit on any recovery for delay shall be the amount established by the Contractor for job overhead costs, defined in the pay applications, divided by the total number of days specified for completion called for in the original Contract. Absent an overhead amount in the Schedule of Values, the amount estimated by Contractor for job overhead cost shall be used.

18. TIME OF COMPLETION

18.01. The date of beginning, the time for Substantial Completion and Final Completion of work as specified in this Agreement are of the essence in this Agreement.

18.02. The work embraced by this Agreement shall be commenced on the date specified in the notice to proceed. Said notice to proceed will be given in written form or set by the City's Representative at the post-award conference.

18.03. The work shall be Substantially Completed within the time bid, which shall run from the date when the notice to proceed is given by City's Representative. The Contractor has bid **90 calendar days** for the time within which it shall reach Substantial Completion of the Project.

18.04. The work shall reach Final Completion and be ready for final payment within **thirty (30) calendar days** from the date of Substantial Completion.

19. SUBSTANTIAL COMPLETION

19.01. The Contractor shall notify City's Representative when, in the Contractor's opinion, the contract is Substantially Completed. Within ten (10) calendar days after the Contractor has given City's Representative written notice that the work has been Substantially Completed, City's Representative shall inspect the work for the preparation of a final punch list.

(a) If City's Representative and the City find that the work is not Substantially Completed, then they shall so notify the Contractor who shall then complete the work. City's Representative shall not be required to provide a list of unfinished work.

(b) If the City Representative and City find that the work is Substantially Completed, the City shall issue to the Contractor its certificate of Substantial Completion.

19.02. The Substantial Completion of the work shall not excuse the Contractor from performing all of the work undertaken, whether of a minor or major nature, and thereby completing the Project in accordance with the Contract Documents.

20. FINAL COMPLETION

20.01. Contractor shall notify the City's Representative when it believes that the work has reached Final Completion as defined in Paragraph 1.08. If the City's Representative and the City accept and deems such work Finally Complete, then Contractor shall be so notified and certificates of completion and acceptance, as provided herein, shall be issued. A complete itemized statement of this Agreement account, certified by the City's Representative as correct, shall then be prepared and delivered to Contractor. Contractor or City, as the case may be, shall pay the balance due as reflected by said statement within thirty (30) calendar days.

20.02. The Contractor shall procure all required certificates of acceptance or completions issued by state, municipal, or other authorities and submit the same to the City. The City may withhold any payments due under this Agreement until the necessary certificates are procured and delivered.

20.03. Neither the final payment nor any acceptance nor certificate nor any provision of this Agreement shall relieve the Contractor of any responsibility for faulty workmanship or materials. At the option of the City, the Contractor shall remedy any defects and pay for any damage to other work which may appear after final acceptance of the work.

21. DELAYS

21.01. The Contractor, in undertaking to complete the work within the times herein fixed, has taken into consideration and made allowance for all hindrances and delays incident to such work, whether growing out of delays in securing material or workmen or delays arising from inclement weather or otherwise.

21.02. The City may, in its sole discretion, delay the work during inclement weather in order to preserve the Project, insure safety of work forces, and the preservation of materials and equipment. In such event and upon a written request from the Contractor, the City may grant an extension of time pursuant to Paragraph 22 to offset for such stoppage of the work.

21.03. In the event of delays resulting from changes ordered in the work by the City or other delays caused by the City or for the City's convenience, the Contractor may apply to the City for recovery of incidental expenses resulting from increased storage costs or other costs necessary to protect the value of the work. In no event shall any consequential or other damages be allowed or any other charges or claims be made by the Contractor for hindrances or delays resulting from any other cause.

22. EXTENSIONS OF TIME

The Contractor has submitted its proposal in full recognition of the time required for the completion of this Project, taking into consideration all factors including, but not limited to the average climatic range and industrial conditions. The Contractor has considered the liquidated damage provision of this Agreement and understands and agrees that it shall not be entitled to, nor will it request, an extension of time for either Substantial Completion or Final Completion, except when the work has been delayed by one or more of the following:

- (1) an act or neglect of the City, the City's Representative, employees of the City, or other contractors employed by the City;
- (2) by changes ordered in the work, or reductions thereto approved in writing;
- (3) by "rain days" (days with rainfall in excess of one-tenth of an inch) during the term of this Agreement that exceed the average number of rain days for such term for this locality, both as determined by the Texas A&M University weather service; or
- (4) by other causes that the City and the Contractor agree may reasonably justify delay and that were beyond the Contractor's reasonable control and ability to estimate, predict, or avoid, such as delays caused by unforeseen labor disputes, fire, natural disasters, acts of war, and other rare and unpredictable events. This term does **not** include normal delays incident to the delivery of materials, tools, or labor that reasonably could have been predicted and/or accounted for in the Contractor's proposal or decision to bid.

If one or more of the foregoing conditions is present, the Contractor may apply in writing for an extension of time, within thirty (30) days of the occurrence of the event causing the delay, submitting therewith all written justification as may be required by the City's Representative. Within ten (10) calendar days after receipt of a written request for an extension of time, which is supported by all requested documentation, the City shall, in writing and in its sole discretion, grant or deny the request. Under no circumstances shall any extension of time by the City be valid and binding unless it is in writing and in conformity with the other terms of this Agreement.

23. LIQUIDATED DAMAGES

23.01. The time for the Substantial and Final Completion of the work described herein are reasonable times for the completion of each, taking into consideration all conditions, including but not limited to the average climatic conditions and usual industrial conditions prevailing in this locality. The amount of liquidated damages for the Contractor's failure to meet the deadlines for Substantial and/or Final Completion are fixed and agreed on by the Contractor because of the impracticability and extreme difficulty in fixing and ascertaining the actual damages that the City would in such an event sustain. The amounts to be charged are agreed to be damages the City would sustain and shall be retained by the City from current periodic estimates for payment or from final payment.

23.02. As a result of the difficulty in estimation, calculation and ascertainment of City's damages due to a failure of Contractor to achieve timely completion of the Work, if the Contractor should neglect, fail, or refuse to either Substantially Complete or Finally Complete the work within the time herein specified, or any proper extension thereof granted by the City's Representative pursuant to the terms of Paragraph 22 of this Agreement, then the Contractor does hereby agree as part of the consideration for the awarding of this Agreement that the City may permanently withhold from the Contractor's total compensation the sum of

Five Hundred and no/100 DOLLARS (\$500.00) for each and every calendar day that the Contractor shall be in default after the time stipulated for Substantial Completion and/or Final Completion, not as a penalty, but as liquidated damages for the breach of this Agreement. It being specifically understood that the assessment of liquidated damages may be made for any failure to meet either or both of the deadlines specified for Substantial Completion and/or Final Completion.

24. CHARGES FOR INJURY OR REPAIR

24.01. The Contractor shall be liable for any damages incurred or repairs made necessary by reason of its work and/or caused by it. Repairs of any kind required by the City will be made and charged to the Contractor by the City.

24.02. The Contractor shall take the necessary precautions to protect any areas adjacent to its work.

24.03. The work specified consists of all work, materials, and labor required by the City to repair any damage to the property of the City, including but not limited to structures, roadways, curbs, parking areas, and sidewalks.

25. WARRANTY

25.01. Upon issuance of a certificate of Final Completion, the Contractor warrants for a period of one (1) year as follows:

The Contractor warrants that all labor and materials provided to the City under this Agreement shall be new unless otherwise approved in advance by City's Representative and that all work will be of good quality, free from faults and defects, and in conformance with this Agreement, the other Contract Documents, and recognized industry standards.

25.02. All work not conforming to these requirements, including but not limited to unapproved substitutions, may be considered defective.

25.03. This warranty is in addition to any rights or warranties expressed or implied by law and in addition to any consumer protection claims arising from misrepresentations by the Contractor.

25.04. Where more than a one (1) year warranty is specified for individual products, work, or materials, the longer warranty shall govern.

25.05. This warranty obligation shall be covered by any performance or payment bonds tendered in compliance with this Agreement.

25.06. **Defective Work Discovered During Warranty Period.** If any of the work is found or determined to be either defective, including obvious defects, or otherwise not in accordance with this Agreement within one (1) year after the date of the issuance of a certificate of Final Completion of the Work or a designated portion of the Work, whichever is longer, or within one (1) year after acceptance by the City of designated equipment, or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by this Agreement, the Contractor shall promptly correct the defective work at no cost to the City.

25.07. After receipt of written notice from the City to begin corrective work, the Contractor shall promptly begin the corrective work. The obligation to correct any defective work shall survive the termination of this Agreement. The guarantee to correct the defective work shall not constitute the exclusive remedy of City, nor shall other remedies be limited to the terms of either the warranty or the guarantee.

25.08. If within ten (10) calendar days after the City has notified the Contractor of a defect, failure, or abnormality in the work, the Contractor has not started to make the necessary corrections or adjustments, the City is hereby authorized to make the corrections or adjustments, or to order the work to be done by a third party. The cost of the work shall be paid by the Contractor or its surety.

25.09. The cost of all materials, parts, labor, transportation, supervision, special instruments, and supplies required for the replacement or repair of parts and for correction of defects shall be paid by the Contractor or by the surety.

25.10. The guarantee shall be extended to cover all repairs and replacements furnished, and the term of the guarantee for each repair or replacement shall be one (1) year after the installation or completion. The one (1) year warranty shall cover all work, equipment, and materials that are part of this Project, whether or not a warranty is specified in the individual section of the Contract Documents that prescribe that particular aspect of the work.

26. PAYMENT OF EMPLOYEES, SUBCONTRACTORS & SUPPLIERS

26.01. **Wage Rates.** Pursuant to Section 2258.023(a) of the Texas Government Code, wage rates paid by the Contractor and any subcontractor on this Project shall be not less than the general prevailing rate of per diem wages for work of a similar character in this locality as specified in the schedule of general prevailing rates of per diem wages attached hereto as Exhibit A.

26.02. **Statutory Penalty.** Pursuant to Section 2258.023(b) of the Texas Government Code, if the Contractor or any subcontractor violates the requirements of Paragraph 26.01, the Contractor or subcontractor as the case may be shall pay the City **Sixty Dollars (\$60.00)** for each worker employed for each calendar day or part of the day that the worker is paid less than the stipulated wage rates.

26.03. The Contractor and each subcontractor shall pay all of their employees engaged in work on the Project in full (less mandatory legal deductions) in cash or by check readily cashable, without discount, no less than once each week.

26.04. No later than the seventh (7th) calendar day following the payment of wages, the Contractor must file with City's Representative a certified, sworn, legible copy of such payroll. This shall contain the name of each employee, their classification, the number of hours worked on each day, rate of pay, and net pay. The affidavit shall state that the copy is a true and correct copy of such payroll and that no rebates or deductions (except as shown) have been made or will be made in the future from the wages therein shown.

26.05. **Payment of Subcontractors.** The Contractor shall be solely and exclusively responsible for compensating any of the Contractor's employees, subcontractors, materialmen and/or suppliers of any type or nature whatsoever and for insuring that no claims or liens of any type arising out of or incidental to the performance of any services performed pursuant to this Agreement are filed against any property owned by the City. In the event a statutory lien notice is sent to the City, the Contractor shall, where no payment bond covers the work, upon written notice from the City, immediately obtain a bond at its expense and hold

the City harmless from any losses that may result from the filing or enforcement of any said lien notice. In the event that the Contractor defaults in the provision of the bond, the City may withhold such funds as are necessary to assure the payment of such claim until litigation determines to whom payment shall be made.

26.06. **Affidavit of Bills Paid.** Prior to Final Acceptance of the Project, the Contractor shall provide a notarized affidavit stating that all bills for labor, materials, and incidentals incurred have been paid in full, that any claims from manufacturers, materialmen, and subcontractors have been released, and that there are no claims pending of which the Contractor has been notified.

27. INSURANCE

27.01. The Contractor shall procure and maintain at its sole cost and expense for the duration of this Agreement 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 Contractor, its agents, representatives, volunteers, employees or subcontractors. The policies, coverages, limits and endorsements required are as set forth in Exhibit B.

28. BOND PROVISIONS

28.01. Pursuant to Section 2253.021 of the Texas Government Code, for all public works contracts with governmental entities, a payment bond is required if the Contract Amount exceeds \$50,000, and a performance bond is required if the Contract Amount exceeds \$100,000. Below those amounts, the City *may* require payment and/or performance bonds. In the event a performance or payment bond or both is required either by law or in the City's discretion, such bonds shall be executed in accordance with all requirements of Article 7.19-1 of the Texas Insurance Code, all other applicable law, and the following:

- (a) The Contractor shall execute performance and payment bonds for the full Contract Amount.
- (b) The bond surety shall be authorized under the laws of the State of Texas to provide a performance and payment bond and shall have attached proof of authorization of the surety to act in the performance and payment of bonds.
- (c) The Contractor shall provide original, sealed, and complete counterparts of the executed bonds in the forms required by the Contract Documents, which are attached as Exhibit C, together with valid original powers of attorney, **at the time of execution of this Agreement and prior** to the commencement of work. Copies of the executed bonds shall be attached hereto as **Exhibit C**.
- (d) The performance and payment bonds shall remain in effect for a period of one (1) year after Final Completion of the work and shall be extended for any warranty work to cover the warranty period.
- (e) If at any time during the execution of this Agreement in the required period thereafter, the bond or bonds become invalid or ineffective for any reason, the Contractor shall promptly supply within ten (10) days such other bond or bonds, which bond or bonds shall assure performance or payment as required.

28.02. The Contractor may make such changes and alterations as the City may require in the work or any part thereof without affecting the validity of this Agreement and any accompanying bond. If such changes or alterations diminish the quantity of the work to be done, they shall not constitute the basis for any claim

for damages or anticipated profits. If the City makes changes or alterations that render useless any work already done or material already used in said work, then the City shall compensate the Contractor for any material or labor so used, and for any actual loss occasioned by such change due to actual expenses incurred in preparation for the work as originally planned, in accordance with the provisions of Article 17.

29. SURETY

29.01. If the Contractor has abandoned the Project or the City has terminated the contract for cause and the Contractor's Surety, after notice demanding completion is sent, fails to commence the completion of the work in compliance with this Agreement, then the City at its option may provide for completion of the work in either of the following manners:

29.01.01. The City may employ such force of men and use of instruments, machinery, equipment, tools, materials, and supplies as said the City may deem necessary to complete the work and charge the expense of such labor, machinery, equipment, tools, materials, and supplies to said the Contractor, and the expense so charged shall be deducted and paid by the City out of such monies as may be due or that may thereafter at any time become due to the Contractor and Surety.

29.01.02. The City may, after notice published as required by law, accept sealed bids and let this Agreement for the completion of the work under substantially the same terms and conditions that are provided in this Agreement. In case of any increase in cost to the City under the new agreement as compared to what would have been the cost under this Agreement, such increase together with all of the City's damages due to Contractor's abandonment and/or default, including liquidated damages, as provided pursuant to Paragraph 38, entitled "TERMINATION FOR CAUSE" shall be charged to the Contractor and the surety shall be and remain bound therefor. However, should the cost to complete such new agreement prove to be less than that which would have been the cost to complete the work under this Agreement, the Contractor shall be credited therewith after all deductions are made in accordance with this Agreement.

29.02. Should the cost to complete the work exceed the Contract Amount and the Contractor fails to pay the amount due to the City within the time designated and there remains any machinery, equipment, tools, materials, or supplies on the site of the work, notice thereof, together with an itemized list of such equipment and materials, shall be mailed to the Contractor at its respective address designated in this Agreement; provided, however, that actual written notice given in any manner shall satisfy this condition. After mailing, or otherwise giving such notice, such property shall be held at the risk of the Contractor subject only to the duty of City's Representative to exercise ordinary care to protect such property. After fifteen (15) calendar days from the date of said notice, City's Representative may sell such machinery, equipment, tools, materials, or supplies and apply the net sum derived from such sale to the credit of the Contractor. Such sale may be made at either public or private sale, with or without notice, as City's Representative may elect. City's Representative shall release any machinery, equipment, tools, materials, or supplies which remain on the job site and belong to persons other than the Contractor to their proper owners.

29.03. In the event the account shows that the cost to complete the work is less than that which would have been the cost to City had the work been completed by the Contractor under the terms of this Agreement, or when the Contractor shall pay the balance shown to be due by them to the City, then all machinery, equipment, tools, materials, or supplies left on the site of the work shall be turned over to the Contractor.

30. COMPLIANCE WITH LAW

30.01. The Contractor's work and materials shall comply with all state and federal laws, municipal ordinances, regulations, codes, and directions of inspectors appointed by proper authorities having jurisdiction.

30.02. The Contractor shall perform and require all subcontractors to perform the work in accordance with applicable laws, codes, ordinances, and regulations of the State of Texas and the United States and in compliance with OSHA and other laws as they apply to its employees. In the event any of the conditions of the specifications violate the code for any industry, then such code conditions shall prevail.

30.03. The Contractor shall follow all applicable state and federal laws, municipal ordinances, and guidelines concerning soil erosion and sediment control throughout the Project and warranty term.

30.04 The Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or services of an undocumented worker. The Contractor, not the City, must verify eligibility for employment as required by IRCA;

30.05 In accordance with Section 2155.4441 of the Texas Government Code, Contractor agrees that during the performance of this contract it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state;

31. SAFETY PRECAUTIONS

31.01. All safety measures, policies and precautions at the site are a part of the construction techniques and processes for which the Contractor shall be solely responsible. The Contractor is solely responsible for handling and use of hazardous materials or waste, and informing employees of any such hazardous materials or waste. The Contractor shall provide copies of all hazardous materials and waste data sheets to the Nacogdoches Fire Department marked "Attn.: Assistant Chief".

31.02. The Contractor has the sole obligation to protect or warn any individual of potential hazards created by the performance of the work set forth herein. The Contractor shall, at its own expense, take such precautionary measures for the protection of persons, property, and the work as may be necessary.

31.03. The Contractor shall be held responsible for all damages to property, personal injuries and/or death due to failure of safety devices of any type or nature that may be required to protect or warn any individual of potential hazards created by the performance of the work set forth herein; and when any property damage is incurred, the damaged portion shall immediately be replaced or compensated for by the Contractor at its own cost and expense.

31.04. Contractor agrees that it shall not transport to, use, generate, dispose of, or install at the Project site any Hazardous Substance (as defined in Paragraph 31.07, except in accordance with applicable Environmental Laws. Further, in performing the Work, Contractor shall not cause any release of Hazardous Substances into, or contamination of, the environment, including the soil, the atmosphere, any water course or ground water, except in accordance with applicable Environmental Laws (as hereafter defined at Paragraph 31.07). **In the event Contractor engages in any of the activities prohibited in this Paragraph 31.04 to the fullest extent permitted by law, Contractor hereby indemnifies and holds**

City and all of its respective officials, agents and employees harmless from and against any and all claims, damages, losses, causes of action, suits and liabilities of every kind, including, but not limited to, expenses of litigation, court costs, punitive damages and attorneys' fees, arising out of, incidental to or resulting from the activities prohibited in this Paragraph 31.04.

31.05. In the event Contractor encounters on the Project site any Hazardous Substance, or what Contractor may reasonably believe to be a Hazardous Substance, and which is being introduced to the Work, or exists on the Project site, in a manner violative of any applicable Environmental Laws, Contractor shall immediately stop work in the area affected and report the condition to City in writing. The Work in the affected area shall not thereafter be resumed except by written authorization of City if in fact a Hazardous Substance has been encountered and has not been rendered harmless. In the event Contractor fails to stop the Work upon encountering a Hazardous Substance at the Project site, **to the fullest extent permitted by law, Contractor hereby indemnifies and holds City and all of its officials, agents and employees harmless from and against any and all claims, damages, losses, causes of action, suits and liabilities of every kind, including, but not limited to, expenses of litigation, court costs, punitive damages and attorneys' fees, arising out of, incidental to or resulting from Contractor's failure to stop the Work.**

31.06. City and Contractor may enter into a separate agreement and/or Change Order for Contractor to remediate and/or render harmless the Hazardous Substance, but Contractor shall not be required to remediate and/or render harmless the Hazardous Substance absent such agreement. Contractor shall not be required to resume work in any area affected by the Hazardous Substance until such time as the Hazardous Substance has been remediated and/or rendered harmless.

31.07. For purposes of this Agreement, the term "Hazardous Substance" shall mean and include any element, constituent, chemical, substance, compound, or mixture, which are defined as a hazardous substance by any local, state or federal law, rule, ordinance, by-law, or regulation pertaining to environmental regulation, contamination, clean-up or disclosure, including, without limitation, The Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), The Resource Conservation and Recovery Act ("RCRA"), The Toxic Substances Control Act ("TSCA"), The Clean Water Act ("CWA"), The Clean Air Act ("CAA"), and the Marine Protection Research and Sanctuaries Act ("MPRSA"), The Occupational Safety and Health Act ("OSHA"), The Superfund Amendments and Reauthorization Act of 1986 ("SARA"), or other state superlien or environmental clean-up or disclosure statutes including all state and local counterparts of such laws (all such laws, rules and regulations being referred to collectively as "Environmental Laws"). It is the Contractor's responsibility to comply with this Paragraph 31.07 based on the law in effect at the time its services are rendered and to comply with any amendments to those laws for all services rendered after the effective date of any such amendments.

32. TRENCH SAFETY

The Contractor must comply with Texas law regarding trench excavation exceeding five feet in depth and in accordance with the following items:

32.01 The Contractor must comply with the requirements of Tex. Health & Safety Code Ann. §756.022-023 (Vernon 1992), as amended, and the requirements of 29 C.F.R., Sections 1926.650 through 1926.653 inclusive, "Excavation, Trenching and Shoring," of the Occupational Safety and Health Administration Standards, as amended.

32.02 The Contractor must include a separate pay item for trench safety complying with trench safety requirements, stating a unit price per linear foot of trench safety systems, as measured along the centerline of trench including manholes and other line structures.

32.03 Before beginning work on this project, the Contractor must submit to the City a complete trench safety program that complies with state and federal regulations. It is the sole duty, responsibility and prerogative of the Contractor, not the City, to determine the specific applicability of the designed trench safety systems to each field condition encountered on the project.

32.04 The Contractor must provide the City the name of the “competent person” required by OSHA standards to perform the trench safety inspections. The Contractor must make daily inspections to ensure that the systems comply with all applicable laws and regulations, and must maintain a permanent record of daily inspections available for examination by the City or other government authority.

32.05 If evidence of possible cave-ins or slides is apparent, the Contractor must cease all work in the trench and surrounding area until the necessary precautions have been taken by the Contractor to safeguard personnel entering the trench.

33. INDEMNITY

33.01. CONTRACTOR SHALL PROTECT, DEFEND, HOLD HARMLESS AND INDEMNIFY THE CITY AND/OR ITS OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND OR/OR DESIGNEES FROM ANY AND ALL CLAIMS, DEMANDS, EXPENSES, LIABILITY, SUITS OR CAUSES OF ACTION, AND ALL RELATED COSTS, ATTORNEY FEES, AN EXPENSES FOR INJURY TO ANY PERSON, INCLUDING DEATH, AND FOR DAMAGE TO ANY PROPERTY, TANGIBLE OR INTANGIBLE, OR FOR ANY BREACH OF CONTRACT ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THE WORK DONE BY ANY PERSON UNDER THIS CONTRACT. IT IS THE INTENT OF THE PARTIES THAT THIS PROVISION SHALL EXTEND TO, AND INCLUDE, ANY AND ALL CLAIMS, CAUSES OF ACTION OR LIABILITY CAUSED BY THE CONCURRENT, JOINT AND/OR CONTRIBUTORY NEGLIGENCE OF THE CITY, AN ALLEGED BREACH OF AN EXPRESS OR IMPLIED WARRANTY BY THE CITY OR WHICH ARISES OUT OF ANY THEORY OF STRICT OR PRODUCTS LIABILITY.

33.02 The defense of any claim shall be coordinated by Contractor with the City Attorney of the City of Nacogdoches, Texas when the City is named Defendant in any lawsuit and Contractor may not agree to any settlement without first obtaining the concurrence from the City Attorney. The Parties agree to furnish timely written notice to each other of any such claim.

33.03. The indemnifications contained in paragraphs 33.01 shall include but not be limited to the following specific instances:

- (a) In the event the City is damaged due to the act, omission, mistake, fault or default of the Contractor, then the Contractor shall indemnify and hold harmless and defend the City for such damage.

- (b) The Contractor shall indemnify and hold harmless and defend the City from any claims for payment for goods or services brought by any material suppliers, mechanics, laborers, or other subcontractors.
- (c) The Contractor shall indemnify and hold harmless and defend the City from any and all injuries to or claims of adjacent property owners caused by the Contractor, its agents, employees, and representatives.
- (d) The Contractor shall be responsible for any damage to the floor, walls, etc., caused by the Contractor's personnel or equipment during installation.
- (e) The Contractor shall also be responsible for the removal of all related debris.
- (f) The Contractor shall also be responsible for subcontractors hired by it.
- (g) The Contractor shall indemnify, hold harmless, and defend the City from any liability caused by the Contractor's failure to comply with applicable federal, state, or local regulations, that touch upon or concern the maintenance of a safe and protected working environment and the safe use and operation of machinery and equipment in that working environment, no matter where fault or responsibility lies.

33.04. The indemnification obligations of the Contractor under this section shall not extend to include the liability of any professional engineer, the architect, their consultants, and agents or employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the professional engineer, the architect, their consultants, and agents and employees of any of them, provided such giving or failure to give is the primary cause of the injury or damage.

33.05. It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation under Paragraph 33.01, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligation shall continue in full force and effect.

34. RELEASE

The Contractor assumes full responsibility for the work to be performed hereunder, and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (whether employees of either party or other third parties) and any loss of or damage to any property (whether property of either of the parties hereto, their employees, or of third parties) that is caused by or alleged to be caused by, arising out of, or in connection with the Contractor's work to be performed hereunder. 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, death, property damage, or loss suffered by the Contractor, any subcontractor, or any person or organization directly or indirectly employed by any of them to

perform or furnish work on the Project, this release shall apply regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City.

35. PERMITS AND LICENSES

The Contractor shall secure and pay for all necessary permits and licenses, governmental fees, and inspections necessary for the proper execution and completion of the work. During this Agreement term and/or period during which the Contractor is working, it shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work.

36. ROYALTIES AND LICENSING FEES

The Contractor shall pay all royalties and licensing fees. The Contractor shall hold the City harmless and indemnify the City from the payment of any royalties, damages, losses or expenses including attorney's fees for suits, claims or otherwise, growing out of infringement or alleged infringement of patents, materials and methods used in the Project. It shall defend all suits or claims for infringement of any patent rights. Further, if the Contractor has reason to believe that the design, service, process, or product specified is an infringement of a patent, it shall promptly give such information to City's Representative.

37. BREACH OF CONTRACT & DAMAGES

37.01. The City shall have the right to declare the Contractor in breach of this Agreement for cause when the City determines that this Agreement is not being performed according to its understanding of the intent and meaning of this Agreement. Such breach shall not in any way invalidate, abrogate, or terminate the Contractor's obligations under this Agreement.

37.02. Without prejudice to any other legal or equitable right or remedy that the City would otherwise possess hereunder or as a matter of law, the City upon giving the Contractor five (5) calendar days prior written notice shall be entitled to damages for breach of contract, upon but not limited to the following occurrences:

- (a) If the Contractor shall fail to remedy any default after written notice thereof from City's Representative, as City's Representative shall direct; or
- (b) If the Contractor shall fail for any reason other than the failure by City's Representative to make payments called upon when due; or
- (c) If the Contractor commits a substantial default under any of the terms, provisions, conditions, or covenants contained in this Agreement.

38. TERMINATION FOR CAUSE

Without prejudice to any other legal or equitable right or remedy that the City would otherwise possess hereunder or as a matter of law, the City upon giving the Contractor five (5) calendar days prior written notice shall be entitled to terminate this Agreement in its entirety at any time for any of the following:

38.01. If the Contractor becomes insolvent, commits any act of bankruptcy, makes a general assignment for the benefit of creditors, or becomes the subject of any proceeding commenced under any statute or law for the relief of debtors and, after notice, fails to provide adequate assurance that it can remedy all of its defaults; or

38.02. If a receiver, trustee, or liquidator of any of the property or income of the Contractor shall be appointed; or

38.03. If the Contractor shall fail to prosecute the work or any part thereof with diligence necessary to insure its progress and completion as prescribed by the time schedules; or

38.04. If the Contractor shall fail to remedy any default within ten (10) calendar days after written notice thereof from City's Representative, as City's Representative shall direct; or

38.05. If the Contractor shall fail for any reason other than the failure by City's Representative to make payments called upon when due; or

38.06. If the Contractor abandons the Work.

38.07. If the Contractor commits a substantial default under any of the terms, provisions, conditions, or covenants contained in this Agreement.

39. TERMINATION FOR CONVENIENCE

39.01. The performance of the work may be terminated at any time in whole or, from time to time, in part, by the City for its convenience. Any such termination shall be effected by delivery to the Contractor of a written notice (notice of termination) specifying the extent to which performance of the work is terminated, and the date upon which termination becomes effective.

39.02 In the event of termination for convenience, the Contractor shall only be paid the reasonable value of the Work performed prior to the effective date of the termination notice and shall be further subject to any claim the City may have against the Contractor under other provisions of this Agreement or as a matter of law. In the event of termination for convenience, Contractor Waives and Releases any claim for lost profit, other than profit on Work performed prior to the effective date of such termination.

40. RIGHT TO COMPLETE

If this Agreement is terminated for cause, the City shall have the right but shall not be obligated to complete the work itself or by others; and to this end, the City shall be entitled to take possession of and use such equipment, without rental obligation therefor, and materials as may be on the job site, and to exercise all rights, options, and privileges of the Contractor under its subcontracts, purchase orders, or otherwise; and the Contractor shall promptly assign such rights, options, and privileges to City. If the City elects to complete the work itself or by others, pursuant to the foregoing, then the Contractor and/or Contractor's surety will reimburse City for all costs incurred by the City (including, without limitation, applicable, general, administrative expenses, field overhead, the cost of necessary equipment, materials, field labor, additional fees paid to architects, engineers, attorneys or others to assist the City in connection with the termination and liquidated damages) in completing and/or correcting work by the Contractor that fails to meet any requirement of this Agreement or the other Contract Documents.

41. CLOSE OUT

41.01. After receipt of a notice of termination, whether for cause or convenience, unless otherwise directed by City's Representative, the Contractor shall, in good faith and to the best of its ability, do all things necessary in the light of such notice to assure the efficient and proper closeout of the terminated work (including the protection of City's property). Among other things, the Contractor shall, except as otherwise directed or approved by City's Representative, do the following:

- (a) Stop the work on the date and to the extent specified in the notice of termination;
- (b) Place no further orders or subcontracts for services, equipment, or materials, except as may be necessary for completion of such portion of the work as is not terminated;
- (c) Terminate all orders and subcontracts to the extent that they relate to the performance of the work terminated by the notice of termination;
- (d) Assign to City's Representative, in the manner and to the extent directed by it, all of the right, title, and interest of the Contractor under the orders or subcontracts so terminated; in which case, City's Representative shall have the right to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- (e) With the approval of City's Representative, settle all outstanding liabilities and all claims arising out of such termination, orders, and subcontracts;
- (f) Deliver to City's Representative, when directed by City's Representative, all documents and all property, which if the work had been completed, Contractor would have been required to account for or deliver to City's Representative, and transfer title to such property to City's Representative to the extent not already transferred.

42. TERMINATION CONVERSION

Upon determination of Court of competent jurisdiction that termination of the Contractor pursuant to Paragraph 38 was wrongful and/or otherwise improper, such termination will be deemed converted to a termination for convenience pursuant to Paragraph 39 and Contractor's remedy for such termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in Paragraph 39.

43. HIRING

During the term of this Agreement and for a period of one (1) year thereafter, the Contractor agrees not to solicit for hire any employee or employees of the City that were associated with work specified under this Agreement. In the event that this provision is breached by the Contractor, the Contractor agrees to pay the City damages in the amount equal to twelve (12) months of the employee's total compensation plus any legal expenses associated with enforcement of this provision.

44. **ASSIGNMENT**

This Agreement and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of the City.

45. **EFFECTIVE DATE**

The effective date of this contract shall be the date of award of the contract.

46. **OTHER TERMS**

46.01. **Invalidity.** If any provision of this Agreement shall be held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.

46.02. **Written Notice.** Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to any officer of the corporation for whom it is intended or if it is delivered or sent certified mail to the last business address as listed herein. Each party will have the right to change its business address by at least thirty (30) calendar days written notice to the other parties in writing of such change.

46.03. **Entire Agreement.** It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent or employee of the City, either before or after the execution of this Agreement, shall affect or modify any of the terms or obligations hereunder.

46.04. **Amendment.** No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.

46.05. **Mediation.** After receipt of a Notice of Claim, the City may elect to refer the matter to the Architect, City's Representative or another party for review. Contractor will attend meetings called to review and discuss the Claims and mitigation of the problem, and shall furnish any reasonable factual backup for the Claim requested. The City may also elect to defer consideration of the Claim until the Work is completed, in which case the same review options shall be available to the City at the completion of the Work. At any stage, the City, at its sole discretion, is entitled to refer a Claim to mediation under the Construction Industry Mediation Rules of the American Arbitration Association, and, if this referral is made, Contractor will take part in the mediation process. The filing, mediation or rejection of a Claim does not entitle Contractor to stop performance of the Work. The Contractor shall proceed diligently with performance of the Contract during the pendency of any claim, excepting termination or under City's direction to stop the Work. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. The parties shall share the Mediator's fee and any filing fees equally and the Mediation shall be held in Nacogdoches, Texas.

46.06. **Arbitration.** In the event of a dispute and upon the mutual written consent of both parties, the parties may agree to arbitration without waiving any of their other rights hereunder.

46.07. **Choice of Law and Place of Performance.** This Agreement has been made under and shall be governed by the laws of the State of Texas. Performance and all matters related thereto shall be in Nacogdoches County, Texas, United States of America.

46.08. **Authority to do business.** The Contractor represents that it has a certificate of authority, authorizing it to do business in the State of Texas, a registered agent and registered office during the duration of this contract.

46.09. **Authority to Contract.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective corporations.

46.10. 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) **Child Support.** Pursuant to §231.006(d), Texas Family Code, regarding child support, the Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive the specified payment and acknowledges that the contract may be terminated, and payment may be withheld if this certification is inaccurate. Furthermore, any Contractor subject to §231.006, Gov't Code, must include names and Social Security numbers of each person with at least 25% ownership of the business entity submitting the bid. This information must be provided prior to award. Enter the Name & Social Security Numbers for each person below:

Name:	Social Security Number:
Name:	Social Security Number:
Name:	Social Security Number:

- (e) **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>.
- (f) **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.
- (g) **Critical Infrastructure.** If Contractor will be granted direct or indirect access to a communication infrastructure system, cyber security system, electric grid, hazardous waste treatment system, or water treatment facility, Contractor certifies that neither it or its parent company, is (1) majority owned by citizens or governmental entities of China, North Korea, Russia or any other country designated by the Governor under Government Code 2274.0103, or (2) headquartered in any of those countries.
- (h) **Convictions.** Under Sections 2155.006, 23155.0061 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.
- (i) **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.
- (j) **Boycotts.** (1) 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. (2) 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.*).

46.11. **Waiver.** Failure of any party, at any time, to enforce a provision of this Agreement shall in no way constitute a waiver of that provision nor in any way affect the validity of this Agreement, any part hereof, or the right of the City thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to

have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

46.12. **Headings, Gender, Number.** The article headings are used in this Agreement for convenience and reference purposes only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement and shall have no meaning or effect upon its interpretation. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

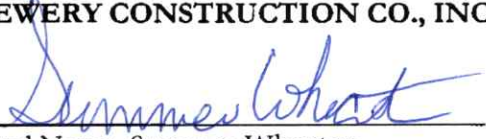
46.13. **Agreement Read.** The parties acknowledge that they have had opportunity to consult with counsel of their choice, have read, understand and intend to be bound by the terms and conditions of this Agreement.

46.14. **Multiple Originals.** It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

46.15. **Notice of Indemnification.** City and Contractor hereby acknowledge and agree that this Agreement contains certain indemnification obligations and covenants.

DREWERY CONSTRUCTION CO., INC.

CITY OF NACOGDOCHES

By: 
Printed Name: Summer Wheaton
Title: Vice President
Date: April 12, 2022

By: _____
City Manager
Date: _____

APPROVED AS TO FORM:

City Attorney
Date: _____

Exhibit A
DAVIS BACON WAGE RATES

General Decision Number: TX20220028 02/25/2022

Superseded General Decision Number: TX20210028

State: Texas

Construction Type: Highway

Counties: Anderson, Angelina, Bosque, Camp, Cass, Cherokee, Erath, Falls, Fannin, Franklin, Freestone, Grimes, Hamilton, Henderson, Hill, Hood, Hopkins, Houston, Jack, Jasper, Lamar, Leon, Limestone, Madison, Marion, Milam, Morris, Nacogdoches, Navarro, Newton, Palo Pinto, Panola, Polk, Rains, Red River, Sabine, San Augustine, Shelby, Somervell, Titus, Trinity, Tyler, Van Zandt, Walker, Washington and Wood Counties in Texas.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: 	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022. 	
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: 	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed 	

	on this wage determination,
	if it is higher) for all
	hours spent performing on
	that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

* SUTX2011-009 08/08/2011

	Rates	Fringes
CONCRETE FINISHER (Paving and Structures).....	\$ 13.38	**
ELECTRICIAN.....	\$ 20.92	
FORM BUILDER/FORM SETTER		
Paving & Curb.....	\$ 11.33	**
Structures.....	\$ 13.07	**
LABORER		
Asphalt Raker.....	\$ 11.34	**
Flagger.....	\$ 9.03	**
Laborer, Common.....	\$ 10.30	**
Laborer, Utility.....	\$ 11.53	**
Pipelayer.....	\$ 13.24	**
Work Zone Barricade Servicer.....	\$ 11.22	**
POWER EQUIPMENT OPERATOR:		
Agricultural Tractor.....	\$ 12.35	**
Asphalt Distributor.....	\$ 14.36	**
Asphalt Paving Machine.....	\$ 12.92	**
Broom or Sweeper.....	\$ 10.30	**
Concrete Pavement Finishing Machine.....	\$ 19.31	
Concrete Paving, Curing, Float, Texturing Machine....	\$ 16.34	
Crane, Hydraulic 80 Tons or Less.....	\$ 20.21	
Crane, Lattice boom 80 Tons or less.....	\$ 14.67	**

Crane, Lattice boom over	
80 Tons.....	\$ 17.49
Crawler Tractor.....	\$ 13.38 **
Excavator 50,000 pounds or	
less.....	\$ 13.88 **
Excavator, Over 50,000	
pounds.....	\$ 16.22
Foundation Drill, Truck	
Mounted.....	\$ 20.76
Front End Loader 3 cu yd	
or Less.....	\$ 12.89 **
Front End Loader, over 3	
cu yd.....	\$ 12.32 **
Loader/Backhoe.....	\$ 12.87 **
Mechanic.....	\$ 18.58
Milling Machine.....	\$ 12.86 **
Motor Grader, Fine Grade....	\$ 17.07
Motor Grader, Rough.....	\$ 15.12
Pavement Marking Machine....	\$ 13.17 **
Reclaimer/Pulverizer.....	\$ 10.46 **
Roller, Asphalt.....	\$ 11.68 **
Roller, other.....	\$ 10.30 **
Scraper.....	\$ 12.43 **
Spreader Box.....	\$ 13.68 **

Servicer.....\$ 13.83 **

Steel Worker (Reinforcing).....\$ 15.83

TRUCK DRIVER

Lowboy-Float.....	\$ 14.30 **
Off Road Hauler.....	\$ 12.23 **
Single Axle.....	\$ 10.30 **
Single or Tandem Axle Dump..	\$ 12.28 **
Tandem Axle Tractor with	
Semi Trailer.....	\$ 12.50 **

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher
minimum wage under Executive Order 14026 (\$15.00) or 13658
(\$11.25). Please see the Note at the top of the wage
determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours
they work, up to 56 hours of paid sick leave each year.
Employees must be permitted to use paid sick leave for their
own illness, injury or other health-related needs, including

preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates

the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

Exhibit B
INSURANCE REQUIREMENTS

During the term of this Agreement Contractor's insurance policies shall meet the following requirements:

I. Standard Insurance Policies Required:

- A. Commercial General Liability
- B. Business Automobile Liability
- C. Umbrella / Excess Liability – required for contract amounts exceeding \$1,000,000
- D. Workers' Compensation
- E. Builder's Risk – provides coverage for contractor's labor and materials for a project during construction that involves a structure such as a building or garage. builder's risk policy shall be written on "all risks" form.

II. General Requirements Applicable to All Policies:

- A. Only Insurance Carriers licensed and admitted to do business in the State of Texas will be accepted.
- B. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
- C. "Claims Made" policies are not accepted.
- D. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of Nacogdoches.
- E. Upon request, certified copies of all insurance policies shall be furnished to the City of Nacogdoches.
- 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.

III. Commercial General Liability

- A. General Liability insurance shall be written by a carrier with a "A:VIII" or better rating in accordance with the current Best Key Rating Guide.
- B. Limit of \$500,000.00 per occurrence for bodily injury and property damage with an annual

aggregate limit of \$1,000,000.00 which limits shall be endorsed to be per Project.

- C. Coverage shall be at least as broad as ISO form GC 00 01.
- D. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
- E. The coverage shall include but not be limited to the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, Personal & Advertising Liability; and Explosion, Collapse, and Underground coverage.

IV. Business Automobile Liability

- A. Business Automobile Liability insurance shall be written by a carrier with a “A:VIII” or better rating in accordance with the current Best Key Rating Guide.
- B. Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
- C. Coverage shall be at least as broad as Insurance Service’s Office Number CA 00 01.
- D. The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 of the declarations page.
- E. The coverage shall include owned autos, leased or rented autos, non-owned autos, any autos and hired autos.
- F. Pollution Liability coverage shall be provided by endorsement MCS-90, with a limit of \$1,000,000.00.

V. Excess Liability

Umbrella form excess liability coverage following the form of the underlying coverage with a minimum limit of \$5,000,000.00 or the total value of the contract, whichever is greater, per occurrence/aggregate when combined with the lowest primary liability coverage, is required for contracts exceeding \$1,000,000 in total value.

- VI. Those policies set forth in Paragraphs III, IV, and V shall contain an endorsement naming the City as Additional Insured and further providing that the Contractor’s policies are primary to any self-insurance or insurance policies procured by the City. The additional insured endorsement shall be in a form at least as broad as ISO form GC 2026. 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. Contractor shall be responsible for all deductibles which may exist on any policies obtained in compliance with the terms of this Agreement. All coverage for subcontractors shall be subject to the requirements stated herein. All Certificates of Insurance and endorsements shall be

furnished to the City's Representative at the time of execution of this Agreement, attached hereto as Exhibit D, and approved by the City before work commences.

VII. Workers Compensation Insurance

- A. Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, all employees of the Contractor, all employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers compensation insurance policy: either directly through their employer's policy (the Contractor's or subcontractor's policy) or through an executed coverage agreement on an approved Texas Department of Insurance Division of Workers Compensation (DWC) form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, contractors and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.
- B. Workers compensation insurance shall include the following terms:
1. Employer's Liability minimum limits of \$1,000,000.00 for each accident/each disease/each employee are required.
 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.
- C. Pursuant to the explicit terms of Title 28, Section 110.110(c) (7) of the Texas Administrative Code, the bid specifications, this Agreement, and all subcontracts on this Project must include the following terms and conditions in the following language, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

"A. Definitions:

Certificate of coverage ("certificate") – An original certificate of insurance, a certificate of authority to self-insure issued by the Division of Workers Compensation, or a coverage agreement (DWC-81, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractors" in § 406.096 [of the Texas Labor Code]) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.*
- C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.*
- D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.*
- E. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:*
 - (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and*
 - (2) no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.*
- F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.*
- G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.*
- H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Division of Workers Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.*

- I. *The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:*
- (1) *provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;*
 - (2) *provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;*
 - (3) *provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;*
 - (4) *obtain from each other person with whom it contracts, and provide to the Contractor:*
 - (a) *A certificate of coverage, prior to the other person beginning work on the project; and*
 - (b) *A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;*
 - (5) *retain all required certificates of coverage on file for the duration of the project and for one year thereafter;*
 - (6) *notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and*
 - (7) *Contractually require each person with whom it contracts to perform as required by paragraphs (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.*
- J. *By signing this contract, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project; that the coverage will be based on proper reporting of classification codes and payroll amounts; and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.*
- K. *The Contractor's failure to comply with any of these provisions is a breach of contract by the*

Contractor that entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the governmental entity.”

- VIII. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain the following provisions and warranties:
- A. The company is licensed and admitted to do business in the State of Texas.
 - B. The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas State Board of Insurance or ISO.
 - C. All endorsements and insurance coverages according to requirements and instructions contained herein.
 - D. The form of the notice of cancellation, termination, or change in coverage provisions to the City of Nacogdoches.
 - E. Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

Exhibit C
PERFORMANCE AND PAYMENT BONDS

PERFORMANCE BOND

Project No. _____

THE STATE OF TEXAS

§
§

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF NACOGDOCHES

§

THAT WE, _____, as Principal, hereinafter called "Contractor" and the other subscriber hereto _____, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of Nacogdoches, a municipal corporation, in the sum of **Nine Hundred Eighteen Thousand Four Hundred Eighty-Three and 00/100 Dollars (\$918,483.00)** for the payment of which sum, well and truly to be made to the City of Nacogdoches and its successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed a Contract in writing with the City of Nacogdoches for **Construction Services for 2022 Street Paving Project #1** all of such work to be done as set out in full in said Contract Documents therein referred to and adopted by the City Council, all of which are made a part of this instrument as fully and completely as if set out in full herein.

NOW THEREFORE, if the said Contractor shall faithfully and strictly perform Contract in all its terms, provisions, and stipulations in accordance with its true meaning and effect, and in accordance with the Contract Documents referred to therein and shall comply strictly with each and every provision of the Contract, including all warranties and indemnities therein and with this bond, then this obligation shall become null and void and shall have no further force and effect; otherwise the same is to remain in full force and effect.

It is further understood and agreed that the Surety does hereby relieve the City of Nacogdoches or its representatives from the exercise of any diligence whatever in securing compliance on the part of the Contractor with the terms of the Contract, including the making of payments thereunder and, having fully considered its Principal's competence to perform the Contract in the underwriting of this Performance Bond, the Surety hereby waives any notice to it of any default, or delay by the Contractor in the performance of his Contract and agrees that it, the Surety, shall be bound to take notice of and shall be held to have knowledge of all acts or omissions of the Contractor in all matters pertaining to the Contract. The Surety understands and agrees that the provision in the Contract that the City of Nacogdoches shall retain certain amounts due the Contractor until the expiration of thirty days from the acceptance of the Work is intended for the City's benefit, and the City of Nacogdoches shall have the right to pay or withhold such retained amounts or any other amount owing under the Contract without changing or affecting the liability of the Surety hereon in any degree.

It is further expressly agreed by Surety that the City of Nacogdoches or its representatives are at liberty at any time, without notice to the Surety, to make any change in the Contract Documents and in the Work to be done thereunder, as provided in the Contract, and in the terms and conditions thereof, or to make any change in, addition to, or deduction from the work to be done thereunder; and that such changes, if made, shall not in any way vitiate the obligation in this bond and undertaking or release the Surety therefrom.

It is further expressly agreed and understood that the Contractor and Surety will fully indemnify and hold harmless the City of Nacogdoches from any liability, loss, cost, expense, or damage arising out of or in connection with the work done by the Contractor under the Contract. In the event that the City of Nacogdoches shall bring

any suit or other proceeding at law on the Contract or this bond or both, the Contractor and Surety agree to pay to the City the actual amounts of attorneys' fees incurred by the city in connection with such suit.

This bond and all obligations created hereunder shall be performable in NACOGDOCHES County, Texas. This bond is given in compliance with the provisions of Chapter 2253 of the Texas Government Code, as amended, which is incorporated herein by this reference. However, all of the express provisions hereof shall be applicable whether or not within the scope of said statute.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United State Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other party at the address prescribed in the Contract Documents, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party.

IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

ATTEST and SEAL: (if a corporation) (SEAL)
WITNESS: (if not a corporation)

(Name of Contractor)

By: _____
Name:
Title:

By: _____
Name:
Title:
Date:

ATTEST/WITNESS (SEAL)

(Full Name of Surety)

By: _____
Name:
Title:
Date:

(Address of Surety for Notice)

By: _____
Name:
Title:
Date:

REVIEWED:

THE FOREGOING BOND IS ACCEPTED
ON BEHALF OF
THE CITY OF NACOGDOCHES, TEXAS:

City Attorney's Office

City Manager

NOTE: Date of bonds must be equal to or after the date of execution by City.

TEXAS STATUTORY PAYMENT BOND

Project No. _____

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF NACOGDOCHES

§

§

THAT WE, _____, as Principal, hereinafter called "Principal" and the other subscriber hereto _____, a corporation organized and existing under the laws of the State of _____, licensed to business in the State of Texas and admitted to write bonds, as Surety, herein after called "Surety", do hereby acknowledge ourselves to be held and firmly bound to the City of Nacogdoches, a municipal corporation, in the sum of **Nine Hundred Eighteen Thousand Four Hundred Eighty-Three and 00/100 Dollars (\$918,483.00)** for payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, Principal has entered into a certain contract with the City of Nacogdoches, dated the _____ day of _____, 20____, for **Construction Services for 2022 Street Paving Project #1** which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW THEREFORE, the condition of this obligation is such that if Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then, this obligation shall be null and void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Code to the same extent as if it were copied at length herein.

IN WITNESS THEREOF, the said Principal and Surety have signed and sealed this instrument on the respective dates written below their signatures.

ATTEST and SEAL: (if a corporation) (SEAL)
WITNESS: (if not a corporation)

(Name of Contractor)

By: _____
Name:
Title:

By: _____
Name:
Title:
Date:

ATTEST/WITNESS (SEAL)

(Full Name of Surety)

By: _____
Name:
Title:
Date:

(Address of Surety for Notice)

By: _____
Name:
Title:
Date:

REVIEWED:

THE FOREGOING BOND IS ACCEPTED
ON BEHALF OF
THE CITY OF NACOGDOCHES, TEXAS:

City Attorney's Office

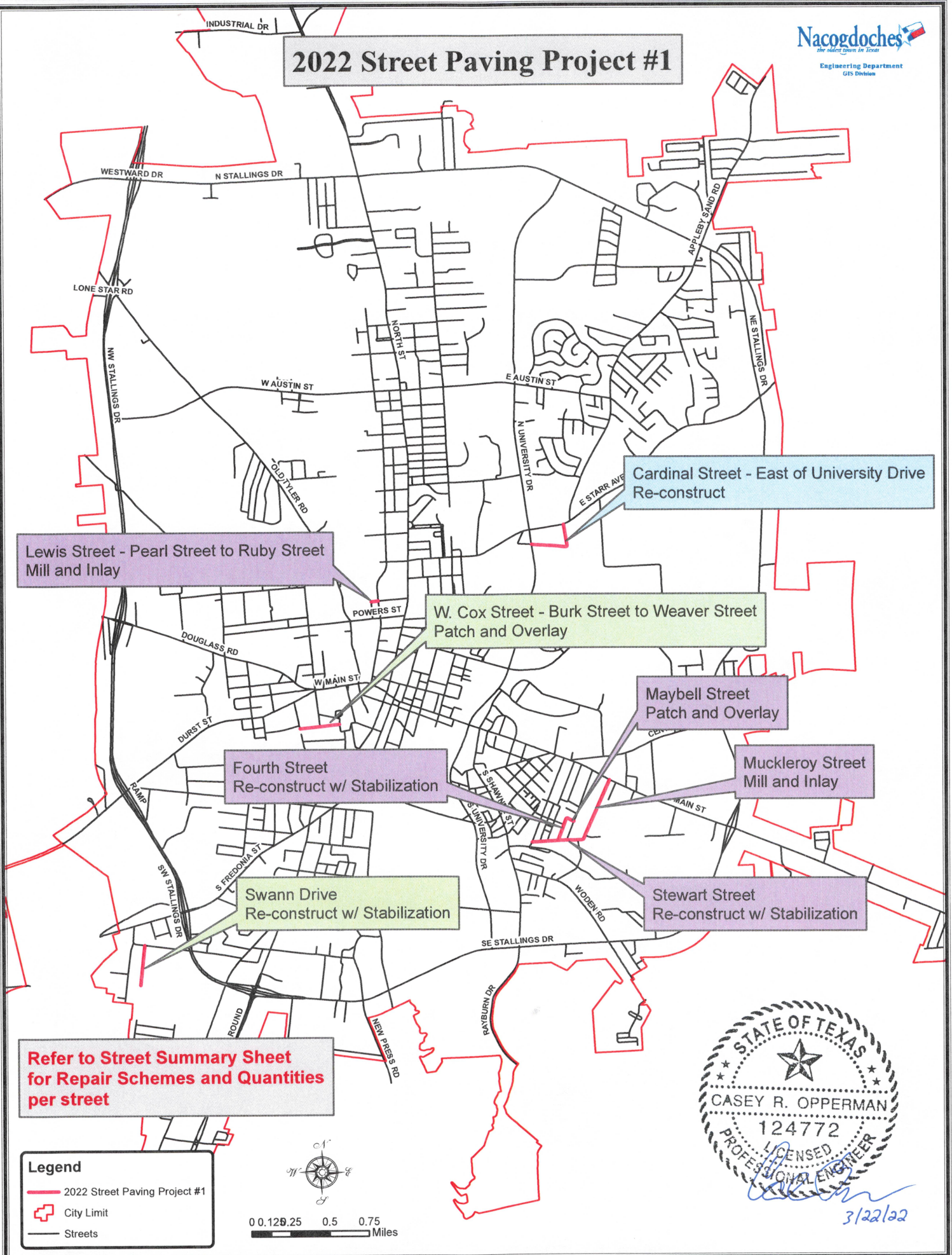
City Manager

NOTE: Date of bonds must be equal to or after the date of execution by City.

Exhibit D
CERTIFICATES OF INSURANCE AND ENDORSEMENTS

Exhibit E
PLANS, SPECIFICATIONS AND DRAWINGS

2022 Street Paving Project #1



City of Nacogdoches 2022 Street Paving Project #1

Street Summary List

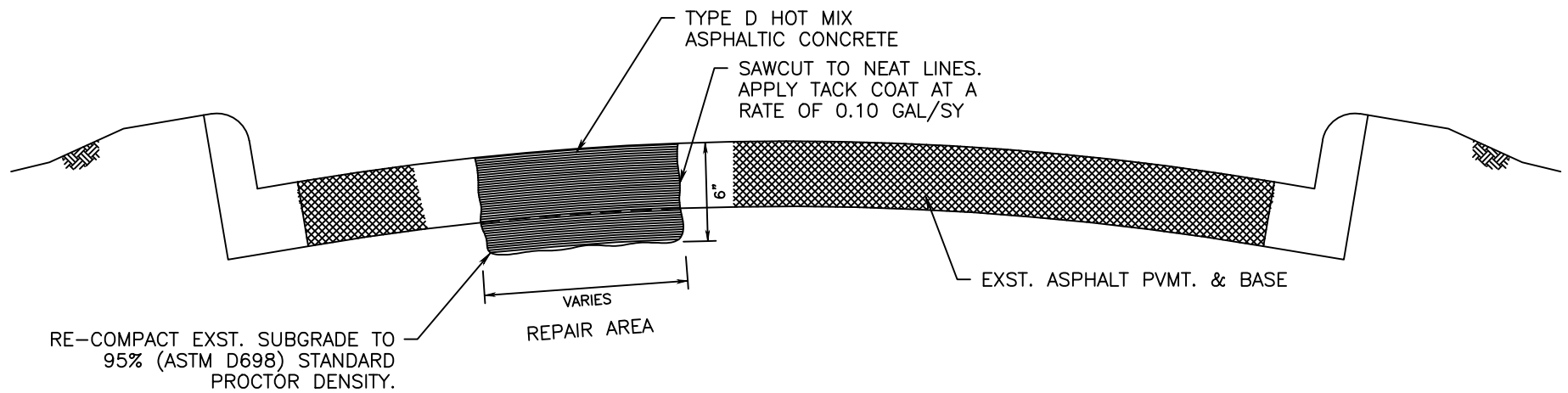
Street	Width (ft)	Length (ft)	Area (SY)	Proposed Work
Cardinal Street	23	705	1802	Re-construct (Mix & Overlay); 30 LF Curb Replacement
Cardinal Street	28	1172	3646	Re-construct (Mix & Overlay); 30 LF Curb Replacement
W. Cox Street	23	1331	3401	Overlay - Burk Street to Weaver Street ; Concrete Patching
Fourth Street	23	806	2060	Re-construct (Mix & Overlay) w/ Stabilization; 10 LF Curb Replacement
Lewis Street	24	258	688	Asphalt Mill & Inlay - Pearl Street to Ruby Street ; 10 LF Curb Replacement
Maybell Street	23	247	631	Patch & Overlay
Muckleroy Street	28	2343	7289	Asphalt Mill & Inlay; 50 LF Curb Replacement
Stewart Street	23	1526	3900	Re-construct (Mix & Overlay) w/ Stabilization
Swann Drive	28	1348	4194	Re-construct (Mix & Overlay) w/ Stabilization; 60 LF Curb Replacement

Stabilization Schedule					
		Option A		Option B	
Street	Stabilized Area (SY)	Stabilization Type	Application Rate	Stabilization Type	Application Rate
Fourth Street	2060	10% Fly Ash	52 lb/SY/6" depth	3% Cement	15.5 lb/SY/6" depth
Stewart Street	3900	10% Fly Ash	52 lb/SY/6" depth	3% Cement	15.5 lb/SY/6" depth
Swann Drive	4194	10% Fly Ash	52 lb/SY/6" depth	3% Cement	15.5 lb/SY/6" depth

Fly Ash stabilization to be placed in accordance with TxDOT Item 265.

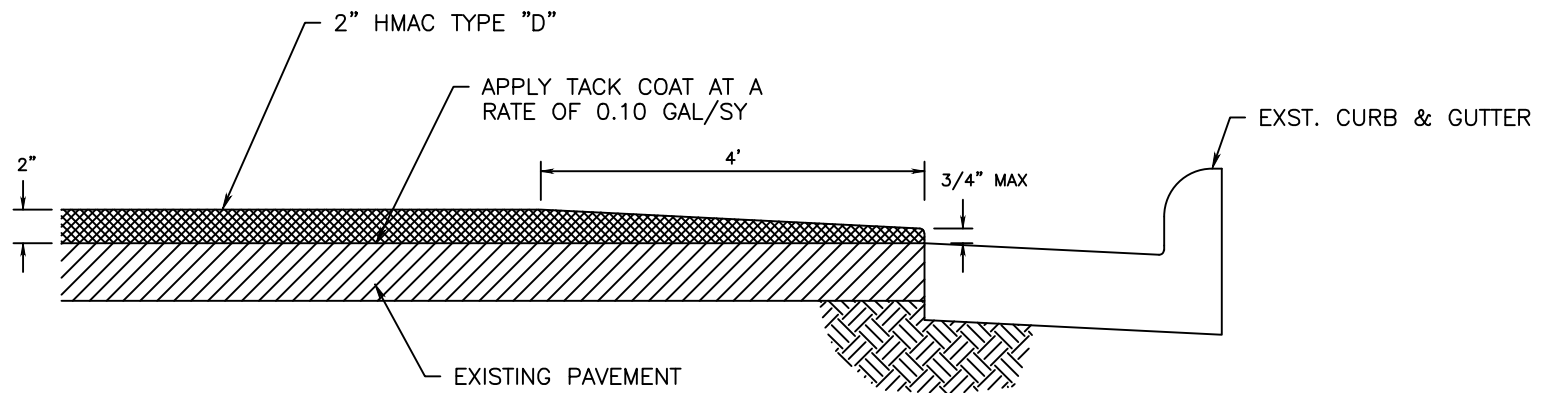
Stabilization for each street will be determined when subgrade is exposed during pulvermixing. Quantities for Option not utilized on each street will be removed by Change Order.

Concrete Valley Gutter Locations	
Street	Intersection
Cardinal Street	W. Starr Avenue
Stewart Street	First Street
Second Street	Stewart Street
Fourth Street	Stewart Street
Sweetgum Street	Stewart Street
Leroy Street	Stewart Street
Muckleroy Street	E. Main Street
Orton Street	Fourth Street
Swann Drive	Mockingbird Lane



ASPHALT PATCH TYPICAL PAVEMENT SECTION

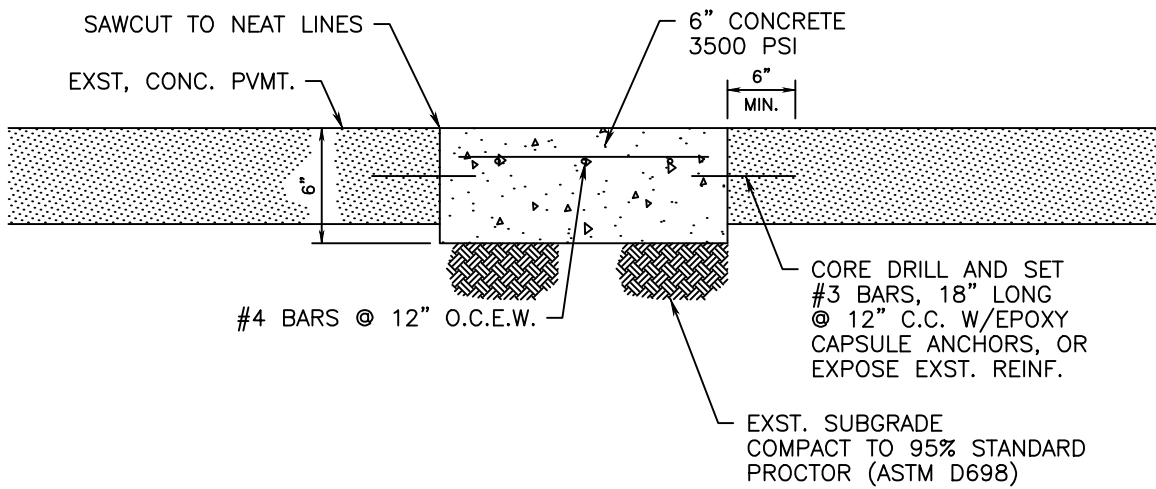
NOT TO
ANY SPECIFIC
SCALE



HMAC OVERLAY DETAIL (STREETS 28' OR GREATER ASPHALT WIDTH)

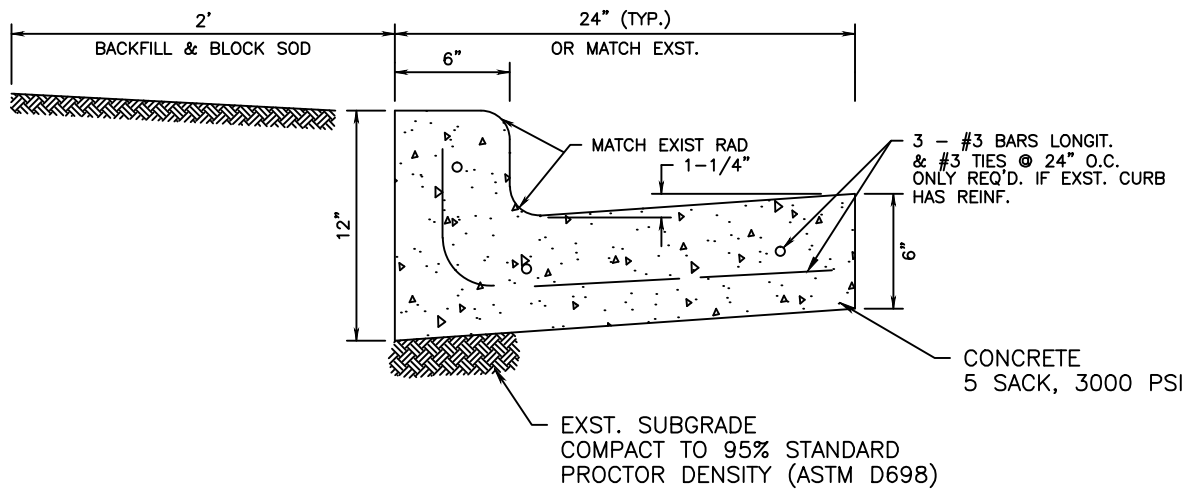
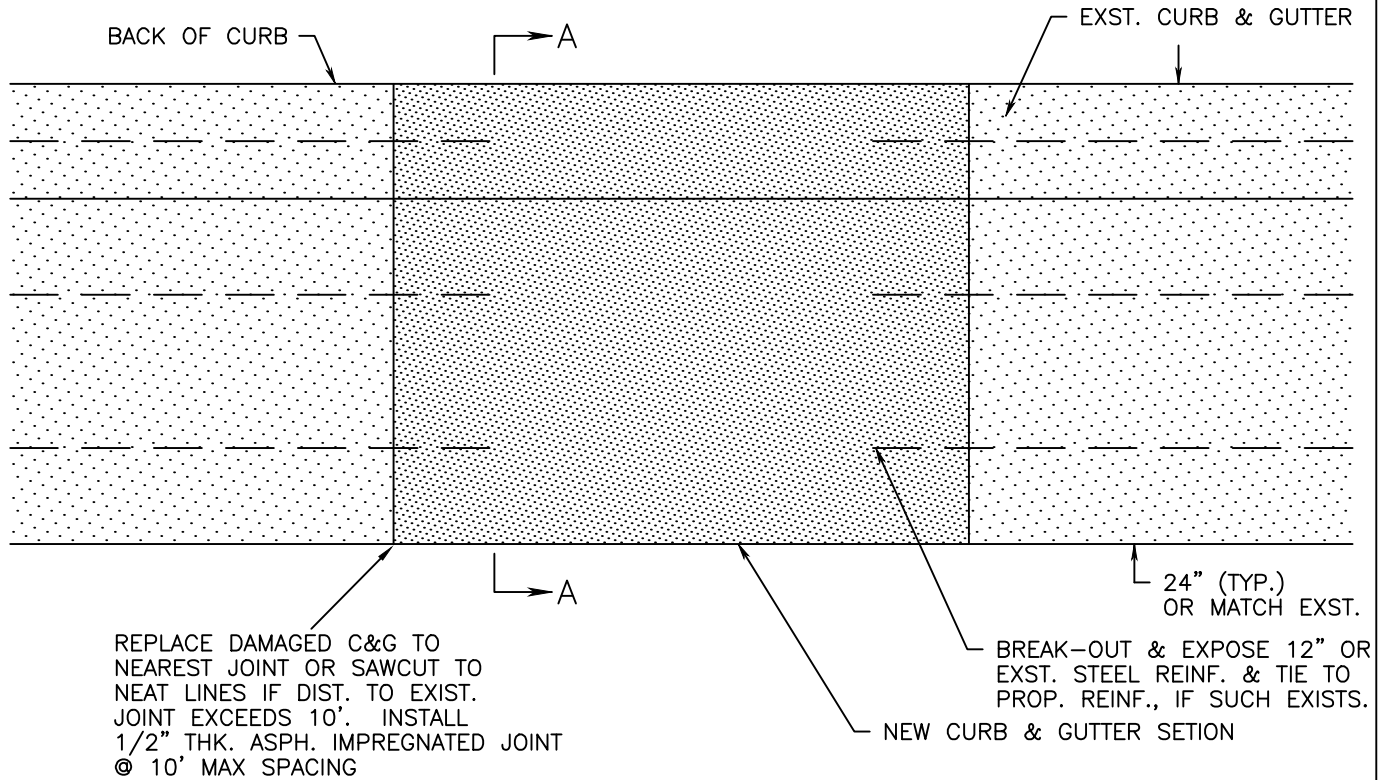
NOT TO
ANY SPECIFIC
SCALE

PROVIDE STEEL PLATES IN AREAS REQUIRING
IMMEDIATE TRAFFIC (3 DAYS MINIMUM)



6" DEPTH CONCRETE PATCHING DETAIL

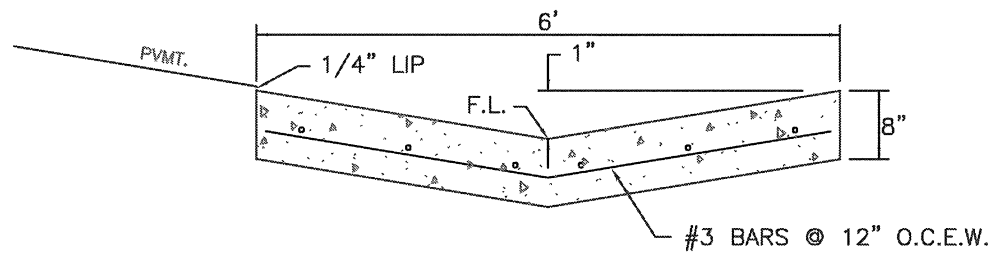
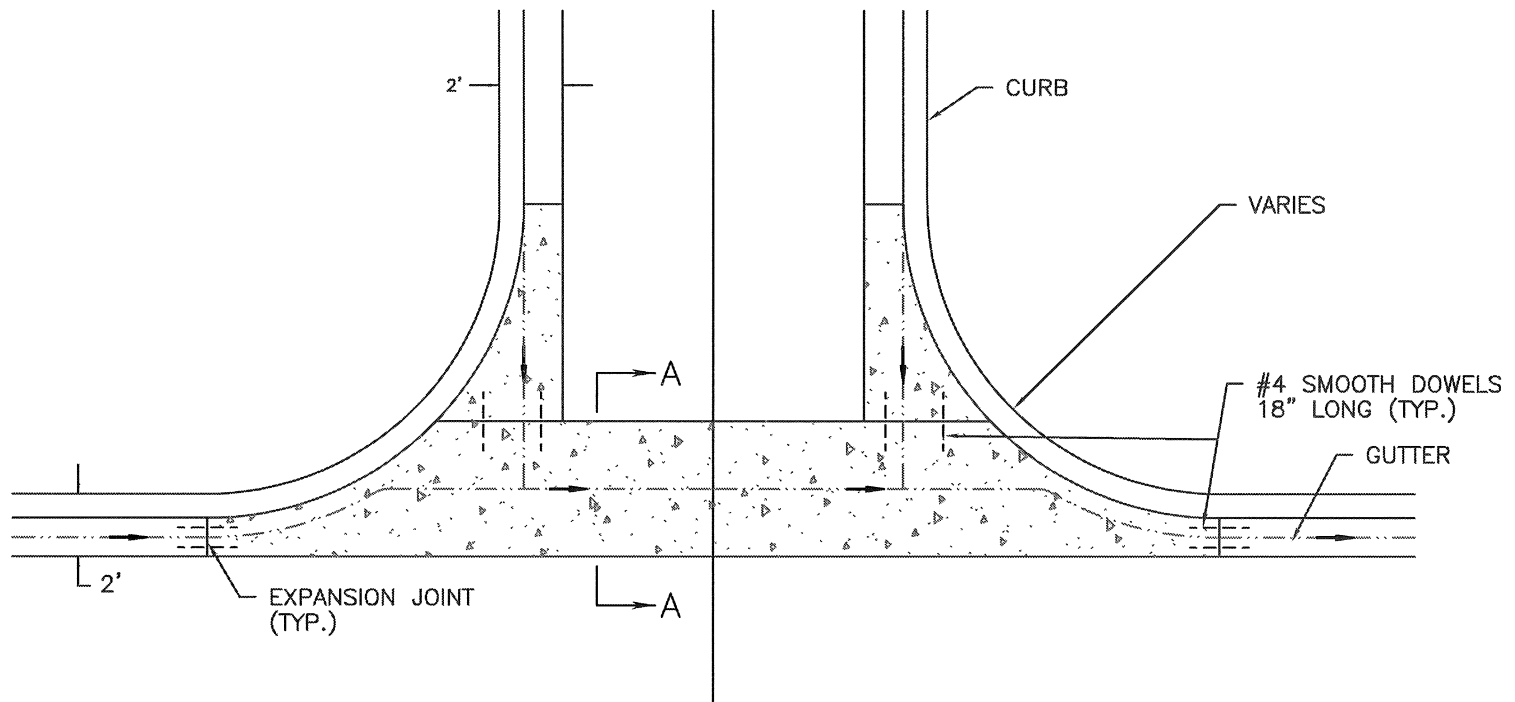
NOT TO
ANY SPECIFIC
SCALE



SECTION A-A

CURB & GUTTER REPLACEMENT DETAIL

NOT TO
ANY SPECIFIC
SCALE



SECTION A-A

VALLEY GUTTER DETAIL

NOT TO SCALE

City of Nacogdoches
Engineering Department

SURVEYED	DESIGN	DRAWN	APPROVED	JOB	DATE



VALLEY GUTTER DETAIL

DRAWING NAME:

VALLEY GUTTER DETAIL

SHEET NAME:

CITY OF NACOGDOCHES
TABLE OF CONTENTS
TECHNICAL SPECIFICATIONS

DIVISION 1 - GENERAL REQUIREMENTS

Restoration and Clean Up

DIVISION 2 - SITEWORK

Curb and Gutter

Concrete Pavement

Pavement Patching and Repair

Reworking Base Material (Pulvermix In-Place)

Fly Ash Treated Subgrade

Portland Cement Treated Subgrade

Flexible Base - Crushed Limestone

Prime Coat

Hot Mix Asphaltic Concrete Pavement

PART ONE - GENERAL

- 1.1 The Contractor shall furnish all labor, equipment, materials and incidentals to restore any disturbed or damaged surfaces and/or items to a condition equal to or better than that which existed before work began. The Contractor shall leave the construction site clean.

PART TWO - PRODUCTS

- 2.1 The Contractor may use equipment and materials as necessary to properly complete the restoration and cleanup phase of the project.

PART THREE - EXECUTION

3.1 General

A. As soon as the pipe is laid and backfilled or structures built, clean the construction site and any adjoining areas used by the Contractor in construction and make any restorations necessary to leave the site in a condition equal to or better than prior to construction.

B. As a matter of record, the Contractor shall photograph improved or planted areas before and after working across them.

3.2 Restoration

A. The Contractor shall restore and/or replace any paving, curbing, sidewalks, culverts, gutters, shrubbery, plants, fences, sod or other disturbed surfaces or structures. The size, thickness, strength, texture or condition of restored items shall equal to that which existed before the work began.

B. All terraces, levees and water courses shall be restored to their former condition so that they shall function as originally intended.

C. Private roads used by the Contractor shall be restored to former condition.

3.3 Cleanup

A. The cleaning up shall be done by a special labor crew organized by the Contractor at the time he starts backfill operations and such work shall be diligently prosecuted until the entire construction site has been covered.

B. Any rock, including loose rock having a dimension three (3) inches or more, encountered by the grading, trenching or boring operations, not backfilled according to the specifications, shall be removed from the construction site and disposed of at locations and in a manner that is satisfactory to the Owner.

C. Unless directed otherwise by the Owner, all materials used for providing temporary roadways for construction equipment shall be removed and disposed of.

CITY OF NACOGDOCHES
RESTORATION AND CLEANUP

- D. All debris, pavement and excess earth from excavations shall be removed and disposed of by the Contractor.
- E. Seeding or sodding will be necessary in areas of excavation as required by the Owner. The seeding or sodding is to be performed according to specifications dealing with this work.
- F. To prevent erosion of soil disturbed by construction, the Contractor shall construct terraces or shall place over the construction site and trench backfill suitable control devices composed of sacks filled with earth or sand, silt fences, silt dams or hay bales.
- G. The Contractor should not attempt to perform cleanup operations during adverse weather or wet ground conditions.
- H. At no time during the progress of the work shall the completed cleanup operation be a greater distance behind the completed pipe trench than is deemed advisable by the Engineer.
- I. Before the final acceptance of the project, the entire project site shall be cleared of all surplus and waste materials from the work and otherwise restored as required above.

PART ONE - GENERAL

- 1.1 Description of Work - This item shall govern for curb and gutter, with or without reinforcing steel, composed of Portland Cement Concrete constructed on approved subgrade, foundation material or finished surface in accordance with approved lines and grades in conformance with details shown on the plans. Determination of lines and grades shall be the responsibility of the CONTRACTOR, subject to approval of the OWNER.

PART TWO - PRODUCTS

- 2.1 Concrete - Concrete used shall be Class "A" Concrete. Reinforcing steel, if required, shall conform to the requirements set forth on the plans. Expansion joint filler shall be premolded material meeting the requirements of Specification Item, CONCRETE PAVEMENT (CLASS "A" CONCRETE).
- 2.2 Curing and Admixtures - Membrane curing materials shall meet the requirements of TxDOT ITEM 526, MEMBRANE CURING, latest edition. Admixtures shall meet the requirements of TxDOT ITEM 437, CONCRETE ADMIXTURES, latest edition.

PART THREE - EXECUTION

- 3.1 Subgrade Preparation - The subgrade or foundation shall be shaped to line, grade and cross-section, and if considered necessary by the Engineer, hand tamped and sprinkled. If dry, the subgrade or foundation material shall be sprinkled lightly immediately before concrete is deposited thereon.
- 3.2 Forming - Outside forms shall be of wood or metal, of a section satisfactory to the Engineer, straight, free of warp and of a depth equal to the depth required. They shall be securely staked to line and grade and forms for curbs shall be of approved material, shall be of such design so as to provide the curb required, and shall be rigidly attached to outside forms.
- 3.3 Reinforcing - The reinforcing steel, if required, shall be placed in position as required by the plans. Care shall be exercised to keep all steel in its proper place.
- 3.4 Placement - For extruded concrete construction, the concrete shall be placed by an extrusion machine approved by the Engineer. When placement is directly on subgrade or foundation materials, the foundation shall be hand tamped and sprinkled if considered necessary by the Engineer.

The line shall be maintained from a guideline set by the Contractor from survey marks established by the Engineer. The outline shall strictly conform to the details shown on the plans. The forming tube of the extrusion machine shall be readily adjustable vertically during the forward motion of the machine to provide required variable heights necessary to conform to the established grade line. To provide a continual check on the grade, a pointer or gauge shall be attached to the machine in such a manner that a comparison can be made between the extruded work and the guideline. Other methods may be used if approved in writing by the Engineer.

CITY OF NACOGDOCHES

CURB AND GUTTER

The approved mix shall be fed into the machine in such a manner and at such consistency that the finished work will present a well compacted mass with a surface free from voids and honeycomb and true to established shape, line and grade.

Any additional surface finishing specified and/or required shall be performed immediately after extrusion. Joints shall be constructed at such locations as directed by the Engineer and to the details shown on the plans.

- 3.5 Finishing - After the concrete has been struck off and after it has become sufficiently set, the exposed surfaces shall be thoroughly worked with a wooden float. The exposed surfaces shall be rounded by the use of an edging tool to the radius indicated on plans. All exposed surfaces shall be brushed to a smooth and uniform surface.
- 3.6 Joints - Curb and gutters shall be placed in sections of 50 feet maximum length unless otherwise shown on the plans. Joints shall be constructed at such locations and of the type as directed and specified on the plans. Expansion joints shall be placed at all tie-ins to existing curb and gutters

PART FOUR - MEASUREMENT AND PAYMENT

- 4.1 Measurement - Accepted work and materials as prescribed by this item for concrete curb and gutter will be measured by the linear foot, complete in place.
- 4.2 Payment - The work performed and materials furnished as prescribed by this item shall be paid for at the unit price bid for "CONCRETE CURB AND GUTTER" of the type indicated on the plans. The price for each item shall be full compensation for removals, excavation, cleaning and compacting the base or subgrade, furnishing and applying of water, mortar, adhesives or other material, including reinforcing steel and dowel bars, if required, for furnishing, loading and unloading, storing, hauling and handling all ingredients, including all freight and royalty involved, for mixing, placing, finishing, cleaning and sealing joints and curing all concrete, for furnishing all materials for sealing joints and placing joints and joint filler material in proper position, and for all manipulations, labor, equipment, appliances, tools, traffic provisions and incidentals necessary to complete the work.

CITY OF NACOGDOCHES

CONCRETE PAVEMENT

PART ONE - GENERAL

- 1.1 General - This item shall consist of Portland Cement Concrete Pavement, with or without reinforcement, with or without monolithic curbs, constructed as herein specified and as shown on the plans on the prepared subgrade or other base course in conformity with the thickness and typical cross sections shown on the plans and to the lines and grades established by the Engineer.

PART TWO - PRODUCTS

- 2.1 Concrete - Concrete shall conform to the requirements for CLASS "A" CONCRETE as follows:

Min. Sacks Cement per Cubic Yard	Min. Comp. Strength 28 Day PSI	Max. Water Cement Ratio	Slump Range Inches	Coarse Aggregate Number	Fine Aggregate Number
5.0	3,000	7.0	1-3	1,2,3 or 4	1

The use of ready mixed concrete will be permitted for all concrete provided that the plant, truck mixers, agitators and mixing equipment conform to the requirements of the Texas Department of Transportation.

- 2.2 Joints - Boards for expansion joint filler and for contraction and longitudinal joints shall be of Redwood or Cypress timber. They shall be sound heartwood and shall be free from sapwood, knots, clustered birdseye, checks and splits. Boards that crack or shatter during installing and finishing operations will not be acceptable.

Asphalt impregnated joint board or preformed fiber material shall be of required size and uniform thickness. When used in transverse joints, it shall conform approximately to the shape of the finished pavement as shown on plans.

Ready mixed cold applied joint and crack sealer shall consist of a homogeneous blend of asphalt, rubber, inert filler and a suitable solvent or solvents. The material shall be a resilient, adhesive compound capable of effectively sealing properly cleaned joints in concrete pavement against the infiltration of moisture throughout repeated cycles of contraction and expansion and which will not be picked up by vehicle tires, particularly at summer temperatures. Joint sealants and fillers shall meet all requirements of TxDOT Standard Specification Item 433 "Joint Sealants and Fillers".

CITY OF NACOGDOCHES CONCRETE PAVEMENT

The Material when tested in accordance with Text Method Tex 525-C shall meet the following requirements:

Penetration:

At 77° F: (As received) 150 grams, 5 seconds, not less than 2.75 cm. (After evaporation of solvent) 200 grams, 60 seconds, not more than 2.20 cm.

At 32° F: (After evaporation of solvent) 200 grams, 60 seconds, not less than 2.20 cm.

Flow:

Not more than 0.5 cm.

Bond:

There shall be no cracking of the material or failure in bond between the material and the mortar test blocks during or at the end of five cycles.

- 2.3 Dowels - Approved load transmission devices for expansion and contraction joints shall consist of smooth, steel dowel bars of the size and type indicated on plans and shall be open hearth, basic oxygen or electric furnace steel conforming to the properties specified for grade 60 in ASTM Designation: A 615. The free end of dowel bars shall be smooth and free of shearing burrs.

When required by plans, one end of each dowel bar shall be encased in a approved cap having an inside diameter of 1/6 inch greater than the diameter of the dowel bar. The cap shall be of such strength, durability and design as to provide free movement of the dowel bar and shall be approved by the ENGINEER prior to use. One end of the cap shall be filled with a soft felt plug or shall be void in order to permit free movement of the dowel bar for a distance equivalent to 150 percent of the width of the joint used. The dowel caps and dowel bars shall be held securely in place by bar ties as shown on plans, or an approved equivalent thereof. Mechanical methods of implanting dowel bars in the plastic concrete may be used if approved by the ENGINEER.

Smooth dowel bars shall be coated with heavy grease on one end. Unless otherwise shown on the plans, steel reinforcing bars as required including the tie bars shall be open hearth, basic oxygen or electric furnace new billet steel of Grade 60 or Grade 40 for concrete reinforcement. Bars that require bending shall be Grade 40 conforming to requirements of ASTM Designation: A 615.

- 2.4 Curing - The membrane curing compound shall comply with the requirements of TxDOT Standard Specification Item 526 "Membrane Curing".

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2.5 Equipment

2.5.1 General - All equipment necessary for the construction of this item shall be on the project and shall be approved by the ENGINEER as to condition before the CONTRACTOR will be permitted to begin construction operations on which the equipment is to be used. When approved by the ENGINEER in writing, a commercial or independently operated batching plant for measuring materials outside the limits of the project may be used.

2.5.2 Mixer - The mixer furnished may be either a paving mixer (operated at the site of the construction or centrally located), a stationary mixer (central mixer) or paving mixer (truck mounted) that will produce adequately mixed concrete meeting the specified requirements.

The size of the paving mixer shall not be less than that of a 27-E paver, as established by the Mixer Manufacturer's Bureau of the Associated General Contractors. Each truck mounted paving mixer shall be approved by the ENGINEER prior to use on the project.

Each mixer shall be equipped with a water measuring device so constructed that it will measure the water within one (1) percent of the total amount required for each batch. Unless the water is to be weighed, the water measuring equipment shall include an auxiliary tank with a capacity greater than that of the measuring tank, and from which the measuring tank will be filled by gravity flow. The measuring tank shall be open to the atmosphere and shall be so placed and constructed that the water for a batch can be discharged into a calibrated tank or weighing device for checking the accuracy of water measurement without seriously delaying the paving operations. The CONTRACTOR shall have a calibrated tank or weighing device available at all times at a location satisfactory to the ENGINEER.

2.5.3 Hauling Equipment - Batch hauling equipment for the transportation of measured materials from the batching plant to the mixer shall be equipped with tight covers and shall be used when directed by the ENGINEER to prevent excessive evaporation of moisture or any loss of material.

If a central mixer is used, concrete may be transported to the point of delivery in truck agitators or non-agitating trucks. If, in the opinion of the ENGINEER, any appreciable segregation or accumulation of excess water and/or mortar occurs on the surface of the concrete, this may be cause for rejection and this method of transporting the concrete to the point of delivery shall be suspended as directed by the Engineer.

2.5.4 Subgrade or Subbase Planer and Templates - Unless a stabilized subbase is provided, an approved subbase planer shall be provided, mounted on visible rollers riding on the forms and having adjustable cutting blades which shall trim the subgrade to the exact section shown on the plans. The planer frame shall be

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heavy enough to remain on the forms at all times and shall be of such strength and rigidity that, under a test made by changing the support from the wheels to the center, it shall not develop a deflection of more than 1/8-inch. Tractive power equipment used to pull the planer shall not be such as to produce ruts or indentations in the subgrade.

When the slipform method of paving is to be used, the subgrade planer will be operated on a prepared track grade or controlled by an electronic sensor system operated from a "string line" that establishes the horizontal alignment and the elevation of the subbase.

A template for checking the contour of the subbase shall be provided and operated by the CONTRACTOR. The template shall rest upon the side forms and shall be of such strength and rigidity that, under a test made by changing the support to the center, it shall not show a deflection of more than 1/8-inch. It shall be provided with accurately adjustable rods projecting downward to the subgrade at one (1) foot intervals, and these rods shall be adjusted to the required cross section of the bottom of the slab when the template is resting upon the side forms. Where stabilized subbase is provided, use of a scratch template will be required.

- 2.5.5 Forms - Side forms shall be metal of approved cross-section. The preferred depth of the form shall be equal to the required edge thickness of the pavement. Forms with depth greater or less than the required edge thickness of the pavement will be permitted provided the difference between the form depth and the edge thickness is not greater than one (1) inch and further provided that forms of a depth less than the pavement edge are brought to the required edge thickness by securely attaching metal strips of approved section to the bottom of the form. Longitudinal hardwood strips not greater than one (1) inch in thickness may be used in lieu of metal strips.

The length of form sections shall not be less than ten (10) feet and each section shall provide for staking in position with not less than three pins. Flexible or curved forms of wood or metal of proper radius shall be used for curves of 200-foot radius or less. Forms shall be of ample strength and shall be provided with adequate devices for secure setting so that when in place they will withstand, without visible springing or settlement, the impact and vibrating of the spreading and finishing machinery. In no case shall the base be less than eight (8) inches or more in height. The forms shall be free from warps, bends, or kinks, and shall be sufficiently true to provide a reasonably straight edge on the concrete and the top of each form section, and when tested with a straight edge shall conform to the requirements specified for the surface of the completed pavement. Sufficient forms shall be provided for satisfactory prosecution of the work.

Outside curb forms shall be of wood or metal of section satisfactory to the ENGINEER, straight, free of warp, and shall be a depth at least equal to the depth of the curb. They shall be mounted on the paving forms and securely

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attached thereto and maintained in true position during the placing of the concrete.

- 2.5.6 Concrete Spreader - Use of a concrete spreader shall be required and it shall be a self-propelled machine having sufficient power and traction to spread and strike off concrete without slippage on the forms. It shall be equipped with a power driven device for spreading the concrete uniformly between the forms. The spreading device may be a reciprocating blade, a screw conveyor or a belt conveyor. The spreader shall be capable of striking off the surface of the concrete between the forms in the longitudinal direction of the slab at any required elevation.
- 2.5.7 Slipform Paver - This paver shall be equipped with a longitudinal transangular finishing adjustable to crown and grade. The float shall extend across the pavement practically to the side forms and/or edge of slab. A "String line" shall be used to provide grade control for the paver, unless otherwise shown on the plans.
- 2.5.8 Mechanical Vibratory Equipment - All concrete place for pavement shall be consolidated by approved mechanical vibrators operated ahead of the transverse finishing machine and designed to vibrate the concrete internally and/or from the surface. Vibratory members shall extend across the pavement, practically to, but shall not come in contact with, the side forms. Mechanically operated vibrators shall be mounted in such manner as to not interfere with the transverse or longitudinal joints.

The pavement vibrators shall not be used to level or spread the concrete but shall be used only for purposes of consolidation. The vibrators shall not be operated for more than fifteen (15) seconds while the machine upon which they are installed is standing still.

Approved hand manipulated mechanical vibrators shall be furnished in the number required for provision of proper consolidation of the concrete along forms, at joints and in areas not covered by mechanically controlled vibrators. These vibrators shall be sufficiently rigid to insure control of the operating position of the vibrating head.

- 2.5.9 Finishing Equipment - The transverse finishing machine shall be provided with two (2) screeds accurately adjusted to the crown of the pavement, shall be power driven and mounted in a substantial frame equipped to ride on the forms, and shall be so designed and operated as to strike off and consolidate the concrete.

Where hand finishing is permitted under this specification, the CONTRACTOR shall provide a strike template and tamping template both of four (4) by ten (10) inch lumber or equivalent metal section and at least two (2) feet longer than the width of the pavement. Both templates shall conform to the crown section of the pavement, and the tamp, if of wood, shall have a steel face not less than 3/8-inch

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in thickness. The CONTRACTOR shall also provide a longitudinal float of approved design and not less than fourteen (14) feet in length.

The CONTRACTOR shall furnish, operate and maintain at least two (2) standard ten (10) foot steel straightedges.

The CONTRACTOR shall furnish a sufficient number of bridges equipped to ride on the forms and span the pavement for finishing operations and for the installation and finishing of joints. All necessary finishing and edging tools shall be furnished as may be required to complete the pavement in accordance with the plans.

PART THREE - EXECUTION

- 3.1. Preparation of Subgrade - Where stabilized subbase is not provided the subgrade shall be excavated as required, all unstable or otherwise objectionable material removed, and all holes, ruts and depressions filled with approved material. Rolling and sprinkling shall be performed when and to the extent directed, and the road bed shall be completed to or above the plane of the typical sections shown on the plans and the lines and grades approved by the ENGINEER. Material excavated in the preparation of the subgrade shall be utilized in the construction of adjacent shoulders and slopes, and any additional material required for the completion of the sections shall be secured from sources indicated on the plans or designated by the ENGINEER. Drainage of the roadbed shall be maintained at all times.

The subgrade shall be maintained in a smooth, compacted condition in conformity with the required section and established grade until the pavement is placed and shall be kept thoroughly wetted down sufficiently in advance of placing any pavement to insure its being in a firm and moist condition for at least two (2) inches below the prepared surface. Sufficient subgrade shall always be prepared in advance to insure satisfactory prosecution of the work. No equipment or hauling shall be permitted on the prepared subgrade, except by special permission of the ENGINEER, which will be granted only in exceptional cases and only where suitable protection in the form of two (2) ply timber mats or other approved materials is provided.

- 3.2 Placing and Removing Forms - The subgrade under the forms shall be firm and cut true to grade so that each form section when placed with be firmly in contact for its whole length and base width, and exactly at the established grade. Any subgrade under the forms below established grade shall be corrected, using suitable material, placed, sprinkled and rolled as directed. Forms shall be staked with at least three (3) pins of each ten (10) foot section. A pin shall be placed at each side of every joint. Form sections shall be tightly joined and keyed to prevent relative displacement. Forms shall be cleaned and oiled each time they are used. Conformity of the grade and alignment of forms shall be checked immediately prior to placing concrete and all necessary corrections made by the

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CONTRACTOR. Where any form has been disturbed or any subgrade becomes unstable, the form shall be reset and rechecked. In exceptional cases, the ENGINEER may require suitable stakes driven to the grade of the bottom of the forms to afford additional support. Sufficient stability of forms to support the equipment operated thereon and to withstand its vibration without springing or settlement shall be required. If forms settle and/or deflect over 1/8 inch under finishing operations, paving operations shall be stopped and the forms shall be reset to line and grade.

Forms shall remain in place for not less than eight (8) hours after the concrete has been placed. They shall be carefully removed in such a manner that little or no damage will be done to the edge of the pavement. Any damage resulting from this operation shall be immediately repaired. After the forms have been removed, the ends of all joints shall be cleaned, and any honeycombed areas pointed up with approved mortar. Immediately after pointing is complete, the form trench, if used, shall be filled with earth from the shoulders in such a manner as to shed water from rainfall or curing away from the edge of the pavement. Upon completion of the required curing, the subgrade or shoulders adjacent to the pavement shall be placed in condition to maintain drainage.

3.3 Concrete Mixing and Placing

- 3.3.1 Mixing - The concrete shall be mixed in a mixer conforming to requirements. Ready Mix concrete may be used for mixing concrete for pavement. The aggregates, mineral filler if required, cement and water shall be measured separately, introduced into the mixer and mixed for a period of not less than fifty (50) seconds nor more than ninety (90) seconds, measured from the time the last aggregate enters the drum to the time discharge of the concrete begins. The required water shall be introduced into the mixing drum during the first fifteen (15) seconds of mixing. The entire contents of the drum shall be discharged before any materials of the succeeding batch are introduced.

If a central mixer is used, the concrete shall be discharged into the specified hauling equipment and delivered to the road site. If truck agitators are used, the concrete shall be continuously agitated at not less than one (1) nor more than six (6) rpm as directed by the ENGINEER.

- 3.3.2 Placing - Unless otherwise shown on the plans the concrete may be placed by using forms or by use of a slipform paver. Any concrete not placed as herein prescribed within thirty (30) minutes after mixing shall be rejected and disposed of as directed except as provided otherwise herein. Except by specific written authorization of the ENGINEER, concrete shall not be placed when the temperature is below 50°F and falling but may be placed when the temperature is above 45°F and rising, the temperature being taken in the shade and away from artificial heat.

Concrete shall be placed only on approved subgrade or subbase and unless otherwise indicated on the plans, the full width of the pavement shall be

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constructed monolithically. The concrete shall be deposited on subgrade or subbase in such manner as to require as little rehandling as possible. Where hand spreading is necessary, concrete shall be distributed to the required depth by use of shovels. The use of rakes will not be permitted. Workers will not be permitted to walk in the concrete with any earth or foreign material on their boots or shoes. The placing of concrete shall be rapid and continuous.

Concrete shall be distributed to such depth that, when consolidated and finished, the slab thickness required by the plans will be obtained at all points and the surface shall not, at any point, be below the established grade. Special care shall be exercised in placing and spreading concrete against forms and at all joints to prevent the forming of honeycombs and voids.

Concrete for the monolithic curbs shall be the same as for the pavement and, if carried back from the paving mixer, shall be placed within twenty (20) minutes after being mixed. It may be placed while the pavement concrete is still plastic. When sawed joints are used, curbs shall be doweled as shown on the plans and poured after sawing. Curbs doweled on and placed separately may be placed with an extrusion machine.

3.3.3 Reinforcing Steel and Joint Assemblies - All reinforcing steel, including steel wire fabric reinforcement, tie bars, dowel bars and load transmission devices used in accordance with plan provisions shall be accurately placed and secured in position in accordance with details shown on plans. Reinforcing bars shall be securely wired together at alternate intersections, following a pattern approved by the ENGINEER, and at all splices, and shall be securely wired to each dowel intersected. When wire fabric is used, it replaces only the longitudinal and transverse bars and shall be securely wired together at all splices and to each dowel intersected. The bars shall be installed in the required position by the method and device shown on plans or by approved method permitted. If this method of placement provides inadequate, the work shall be completed using conventional methods.

3.3.4 Construction Joints - Intentional stoppage of the placing of the concrete shall be at either an expansion joint or at a weakened plane joint, if load transmission devices are specified.

3.4 Joints

3.4.1 General - All transverse and longitudinal joints when required in the pavement shall be of the type or alternate type shown on the plans and shall be constructed at required location, on required alignment, in required relationship to tie bars and joint assemblies, and in accordance with details shown on the plans. Such stakes, braces, brackets or other devices shall be used as necessary to keep the entire joint assembly in true vertical and horizontal position.

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Careful workmanship shall be exercised in the construction of all joints to insure that the concrete sections are completely separated by an open joint or by the joint materials and to insure that the joints will be true to the outline indicated.

3.4.2 Expansion Joints - Transverse expansion joints shall be formed perpendicular to the centerline and surface of the pavement and shall be constructed in accordance with the sequence of operations shown on plans. After the transverse finishing machine and before the longitudinal finishing machine has passed over the joint, the CONTRACTOR shall test the joint filler for correctness of position and make any required adjustment in position of the filler and shall install the joint seal space form in accordance with the plans. After removal of the joint seal form as required by the plans, the joint seal space above the joint filler shall be thoroughly sandblasted or machine routed to remove all projecting concrete, laitance, dirt or foreign matter. The concrete faces of the joint seal space shall be left true to line and section throughout the entire length of the joint. The joint faces shall be clean and dry at the time joint sealing filler is placed. The pavement adjacent to the joint shall be left free of joint sealing material. The joint seal space shall be exactly above and not narrower than the joint filler with no concrete overhangings.

3.4.3 Weakened Plane Joints - Weakened plane joints shall consist of transverse contraction joints and longitudinal joints and shall be formed or sawed as specified on the plans. When the joints are sawed, the saw shall be power driven, shall be manufactured especially for the purpose of sawing concrete, and shall be capable of performing the work. Saw blades shall be designed to make a clean smooth cut having a width and depth of cut as detailed on the plans. Tracks adequately anchored, chalk, string line or other approved methods shall be used to provide true alignment condition and the CONTRACTOR shall keep a standby power saw on the project at all times when concrete operations are under way.

If membrane curing is used, the portion of the seal which has been disturbed by sawing operations shall be restored by the CONTRACTOR by spraying the areas with additional curing seal.

3.4.4 Contraction Joints - Transverse contraction joints shall be formed or sawed joints perpendicular to the centerline and surface of the pavement and shall be constructed by the method, and in the sequence of operations, as shown on the plans. Where sawed joints are used, contraction joints shall be sawed as soon as sawing can be accomplished without damage to the pavement and before forty-eight (48) hours after the concrete has been placed, the exact time to be approved by the ENGINEER. All joints shall be completed before placing concrete in succeeding lanes and before permitting traffic to use the pavement.

3.4.5 Longitudinal Joints - Longitudinal joints shall be of the type or alternate types shown on the plans and shall be constructed of specified materials in accordance with provision of the plans. Longitudinal joints shall be constructed accurately

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to required lines, shall be perpendicular to the pavement surface at the joint, and the pavement surface over and adjacent to the joint shall be finished as specified.

Longitudinal joints shall be sawed as soon as sawing can be accomplished without damage to the pavement. Sawing shall not cause damage to the pavement and the groove shall be cut with a minimum of spalling. No traffic (including construction traffic) shall be permitted on the pavement until the longitudinal joint is cut.

- 3.4.6 Joint Sealer Material - After the joints in the hardened concrete have been thoroughly cleaned to the satisfaction of the ENGINEER, the material shall be installed into each joint by means of a powered, concrete joint sealing machine capable of continuously feeding the compound under pressure into the joint in such a way as to fill it solidly. The extruding nozzle tip of the sealing machine shall be of such design as to fill the joint opening uniformly from the bottom to the top in a neat and workmanlike manner. The joints shall be completely filled.
- 3.4.7 Joint Filler Boards - Boards shall be anchored as indicated by the plans.
- 3.4.8 Curbs - The curb shall be constructed in lengths equal to the adjoining pavement slab lengths and expansion joints shall be provided in the curb opposite each transverse expansion joint in the pavement. Expansion joint material shall be of the same thickness, type and quality as specified for the pavement and shall be of the section as shown for the curb. All expansion joints shall be carried through the curb.

When sawed joints are provided for the pavement, the curb shall be sawed as all transverse joints are being sawed to provide bond for the curb, deformed dowel bars shall be placed as indicated on the plans while the pavement concrete is still plastic. The concrete for the monolithic curb shall be placed within forty-five (45) minutes after placement of the pavement slab.

Weakened Plane joints can be formed in monolithic curbs at a spacing to coincide with the joints in the concrete pavement. When the concrete is sufficiently set, the joint on the face of curb shall be grooved with an approved type of grooving tool.

A finish coat of mortar shall be applied on the exposed surfaces of the monolithic curbs. The mortar shall be composed on one (1) part of Portland cement and two (2) parts of fine aggregate. A mortar coat will not be required for extruded curbs.

The curb face, lower radius and tip of curb shall be plastered with sand cement mortar. The mortar shall be applied with a template or "mule" made to conform to the curb dimensions shown on the plans. All exposed surfaces of the curb shall be finished with a steel trowel and brushed to smooth and uniform surface.

3.5 Spreading and Finishing

- 3.5.1 Machine Finishing - All concrete pavement shall be finished mechanically with approved power-driven machines, except as herein provided. Hand finishing will be permitted on the transition from a crowned section to a superelevation section without crown on curves, and on straight line superelevation sections less than 300 feet in length. Hand finishing will also be permitted on that portion of a widened pavement outside the normal pavement width, on sections where the pavement width is not uniform, or required monolithic widths are greater than that of available finishing machines.

Machine finishing of pavement shall include the use of power driven spreaders, power driven vibrators, power driven transverse strike-off, and screed, or such alternate equipment as may be substituted and approved.

All concrete pavement shall be consolidated by a mechanical vibrator. As soon as the concrete has been spread between the forms, the approved mechanical vibrator shall be operated to consolidate the concrete and remove all voids. Hand manipulated vibrators shall be used for areas not covered by the mechanical vibratory unit.

The transverse finishing machine shall first be operated to compact and finish the pavement to the required section and grade, without surface voids. The machine shall be operated over each area as many times and at such intervals as directed. At least two (2) trips will be required and the last trip over a given area shall be a continuous run of not less than forty (40) feet. After completion of finishing with the transverse finishing machine a transverse drag float may be used.

The consistency of the concrete as placed should allow the completion of all finishing operations without the addition of water to the surface. When field conditions are such that additional moisture is needed for the final concrete surface finishing operation, the required water shall be applied to the surface by fog spray only and shall be held to a minimum.

After finishing is complete and the concrete still workable, the surface shall be tested for trueness with an approved ten (10) foot steel straightedge. The straightedge shall be operated from the side of the pavement, placed parallel to the pavement centerline and passed across the slab to reveal any high spots or depressions. The straightedge shall be advanced along the pavement in successive stages of not more than one-half its length. Practically perfect contact of the straightedge with the surface will be required, and the pavement shall be leveled to this condition, in order to insure conformity with the surface test required below, after the pavement has fully hardened. Any correction of the surface required shall be accomplished by adding concrete if required and by operating the longitudinal float over the area. The surface test with the straightedge shall then be repeated.

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For one-lane pavement and uniform widening, the equipment for machine finishing of concrete pavement shall be as directed by the ENGINEER but shall not exceed the requirements of these specifications.

After completion of the straightedge operation, as soon as construction operations permit, texture shall be applied with 1/8 inch wide metal tines with clear spacing between the tines being not less than 1/4 inch nor more than 1/2 inch. If approved by the ENGINEER, other equipment and methods may be used, provided that a surface texture meeting the specified requirements is obtained. The texture shall be applied transversely. It is the intent that the average texture depth resulting from the number of tests directed by the ENGINEER be not less than 0.060 inch with a minimum texture depth of 0.050 inch for any one (1) test when tested in accordance with Test Method Tex 436-A. Should the texture depth fall below that intended, the finishing procedures shall be revised to produce the desired texture.

- 3.5.2 Hand Finishing - Hand finishing shall be restricted to only those conditions provided for above and upon specific authorization by the ENGINEER. When hand finishing is permitted, the concrete shall be struck off with an approved strike-off screed to such elevation that when consolidated and finished the surface of the pavement shall conform to the required section and grade. The strike template shall be moved forward with a combined transverse and longitudinal motion in the direction the work is progressing, maintaining the template in contact with the forms, and maintaining a slight excess of material in front of the cutting edge. The concrete shall then be tamped with an approved tamping template to compact the concrete thoroughly and eliminate surface voids and the surface screeded to required section.

After completion of a strike-off, consolidation and transverse screeding, a hand operated longitudinal float shall be operated to test and level the surface to the required grade.

Workers shall operate the float from approved bridges riding on the forms and spanning the pavement. The longitudinal float shall be held in contact with the surface and parallel to the centerline and operated with short longitudinal strokes while being passed from one side of the pavement to the other. If contact with the pavement is not made at all points, additional concrete shall be placed, if required, and screeded, and the float shall be used to produce a satisfactory surface. Care shall be exercised to keep the ends of the float from digging into the surface of the pavement. After a section has been smoothed so that the float maintains contact with the surface at all points in being passed from one side to the other, the bridges may be moved forward half (1/2) the length of the float and the operations repeated. Other operations and surface tests shall be as required for machine finishing.

- 3.5.3 Surface Test - After the concrete has been placed twelve (12) hours or more, the ENGINEER will test the surface of the pavement with a ten (10) foot straightedge placed parallel to the centerline. Unless specified otherwise, the

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surface shall not vary from the straightedge by more than 1/16-inch per foot from the nearest point of contact, and in no case shall the maximum ordinate from a ten (10) foot straightedge to the pavement greater than 1/8 inch. Any high spots causing a departure from the straightedge in excess of that specified shall be ground down by the CONTRACTOR to meet the surface test requirements. Where the texture of the pavement is removed by extensive grinding, the texture shall be restored by grooving the concrete to meet the surface finishing specifications.

3.6 Curing

3.6.1 General - All concrete pavement shall be cured by protecting it against loss of moisture for a period of not less than seventy-two (72) hours from the beginning of curing operations. Immediately after finishing operations have been completed, the entire surface of the newly laid concrete shall be covered and cured in accordance with the requirements specified.

3.6.2 Membrane Curing - Immediately after the finishing of the pavement has been completed and after the free surface moisture has disappeared, the pavement shall be sprayed uniformly with a curing compound. Should the film of compound be damaged from any cause before the expiration of seventy-two (72) hours after original application, the damaged portions shall be repaired immediately with additional compound. Unless otherwise specified on the plans, membrane curing shall be used when the concrete (except that concrete to be used as a base) is placed with a slipform paver.

3.7 Protection of Pavement and Opening to Traffic.

3.7.1 Protection of Pavement - The CONTRACTOR shall erect and maintain the barricades required by plans and such other standard and approved devices as will exclude public traffic and traffic of his employees and agents from the newly placed pavement for the periods of time hereinafter prescribed. Portions of the roadway or crossings of the roadbed required to be maintained open for use by traffic shall not be obstructed by the above-required barricades. Crossings of the pavement required by the plans, or by construction sequence, during the time prior to opening to traffic as herein specified, shall be provided with an adequate and substantial bridge, approved by the ENGINEER.

3.7.2 Opening Pavement to Traffic - The pavement shall be closed to all traffic, including vehicles of the CONTRACTOR, until the concrete is at least seven (7) days old.

At the end of the seven (7) day period and as long thereafter as ordered by the ENGINEER, and is so desired by the CONTRACTOR, the pavement may be opened for use by vehicles of the CONTRACTOR provided the gross weight (vehicle plus load) of such vehicles does not exceed 14,000 pounds. Such opening, however, shall in no manner relieve the CONTRACTOR from his responsibility of his warranty of the work. On those sections of the pavement

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thus opened to traffic, all joints shall first be sealed, the pavement cleaned and earth placed against the pavement edges before permitting vehicles thereon.

After the concrete in any section of pavement is fourteen (14) days old, or as long thereafter as ordered by the ENGINEER, such section or pavement may be opened to all traffic as required by plans or when so directed by the ENGINEER. On those sections of the pavement thus opened to traffic, all joints shall first be sealed, the pavement cleaned, earth placed against the pavement edges and all other work performed as required for the safety of traffic.

3.8 Penalty for Deficient Pavement Thickness

- 3.8.1 The unit bid price will be reduced ten percent (10%) per each 1/4-inch in thickness.

PART FOUR - MEASUREMENT AND PAYMENT

- 4.1. Measurement - Concrete pavement will be measured by the square yard of surface area of completed and accepted work. The surface area will be construed to also include that portion of the pavement slab extending beneath the curb.

When "monolithic curb" is required, its measurement will be by the linear foot complete in place.

- 4.2 Payment - The completed and accepted work performed and materials furnished, as prescribed by this item will be paid for at the unit price bid for "Concrete Pavement (Class "A" Concrete)" and for "Monolithic Curb" or the adjusted unit price for pavement of deficient thickness as provided under "Penalty for Deficient Thickness" which price shall be full compensation for sawcutting, jackhammering, removals, excavation, utilizing and/or disposing of all excavated materials, cleaning and compacting the base or subgrade, for shaping and fine grading, furnishing and applying of water, mortar, adhesives or other material, including reinforcing and dowel bars, if required, for furnishing, loading and unloading, storing, hauling and handling all ingredients and materials, including all freight and royalties involved, for mixing, placing, finishing, cleaning and sealing joints and curing all concrete, for furnishing all materials for sealing joints and placing joints and joint filler material in proper position, and for all manipulations, labor, equipment, appliances, tools and traffic provisions, and incidentals necessary to complete the work.

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PAVEMENT PATCHING AND REPAIR

PART ONE - GENERAL

- 1.1 Description Of Work - This item shall consist of the saw-cut and removal of designated pavement areas and the subsequent replacement of roadway materials with full depth patches. This item describes the materials and procedures for both concrete and asphalt/flex base repair systems.

Pavement patch repairs shall contain materials in conformity with the construction plans and with the Item for "Hot Mix Asphaltic Concrete Pavement" or the Item for "Concrete Pavement" as it applies.

PART TWO - PRODUCTS

- 2.1 Asphalt Pavements: Patch areas shall be full-depth repairs in areas designated in the construction plans and/or as identified on the ground by painted lines as instructed by the OWNER or ENGINEER. Asphalt street patches shall include a re-compacted sub-grade with a six (6) inch thick flexible base material (Type A, Grade 1) as described in the Item for "Flexible Base". The base course shall be placed and compacted to 95% Modified Proctor Density and then prepared for the surface course by the application of a prime coat, cut-back asphalt MC-30. Hot mix asphaltic pavement surfacing shall consist of Type D mix as described in the Item "Hot Mix Asphaltic Pavement".

Six (6) inch full depth Type D HMAC compacted in three (3) inch lifts may be used instead of the flexible base and surface course described above.

- 2.2 Concrete Pavements: Patch areas for concrete pavements shall be full depth repairs as designated in the construction plans and/or as identified on the ground by painted lines as instructed by the OWNER or ENGINEER. Concrete street patches shall consist of a re-compacted sub-grade with six (6) inches of Portland cement concrete as described in the Item "Concrete Pavement". Additional reinforcing steel and dowels shall be placed as designated in the construction plans and details.

PART THREE - EXECUTION

- 3.1 Asphalt Pavement Repairs: The existing asphalt pavement and base shall be saw-cut to neat lines as indicated in the construction plans and/or as painted in the field. Material shall then be excavated within the patch zone to a depth of eight (8) inches, regardless of the existing street pavement depth. The sub-grade soils shall then be compacted by mechanical means to achieve a density of 95% of the Standard Proctor Density. Care shall be given to avoid chipping the saw-cut edges or disturbing the surrounding pavement. Apply tack coat of emulsified asphalt SS-1 to all vertical faces before placing base material.

The patch area shall then be back-filled with a Type A, Grade 1 flexible base material, as shown on the plans and as described in the Item "Flexible Base", to a compacted depth of six (6) inches. Compaction shall be accomplished by mechanical means until a density not less than 95% of the Modified Proctor Density is achieved. The base material shall be treated with a cut-back asphalt prime coat (MC-30) at an application rate of 0.15 gallons per square yard, immediately prior to the placement of the surface course. Materials and placement of the prime coat and tack coat shall conform to the Item "Hot Mix Asphaltic Concrete Pavement".

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PAVEMENT PATCHING AND REPAIR

The final course in the asphalt roadway patch shall consist of a compacted two (2) inch lift of Type D asphaltic concrete, hot laid, conforming to the specifications outlined in the Item "Hot Mix Asphaltic Concrete Pavement". The edges shall be neat and tapered to meet existing pavement grades. Six (6) inch full depth Type D HMA compacted in three (3) inch lifts may be used instead of the flexible base and surface course described above.

- 3.2 Concrete Pavements: The existing concrete pavement shall be saw-cut to neat lines as indicated in the construction plans and/or as painted in the field. Material shall then be excavated within the patch zone to a depth of six (6) inches, or to the bottom of the existing concrete, whichever is greater. The sub-grade soils shall then be compacted by mechanical means to achieve a density of 95% of the Standard Proctor Density. Care shall be given to avoid chipping the saw-cut edges or disturbing the surrounding pavement.

The patch area shall then have steel reinforcing dowels, as indicated in the construction plans and details, placed in the adjoining edges of the existing pavement by core drilling and binding the dowels with epoxy capsule anchors. Steel reinforcing shall be placed in each patch greater than four (4) square feet in area, and tied to the sidewall dowels. The reinforcing steel mats shall be supported on steel or plastic chairs, at least three (3) inches in height, and secured to the sidewall dowels prior to placing concrete in the patch.

The concrete street patch shall be filled with a Class A Portland cement concrete mix in accordance with the specifications of the Item "Concrete Pavement" for a depth of not less than six (6) inches or to the top of the adjoining pavement, whichever is greater. Final finishes shall attempt to match existing street finishes and be performed in accordance with the referenced specification.

Traffic shall be diverted off the concrete patch for a period of not less than seven (7) days or until laboratory tests indicate that the compressive strength of the concrete has reached its 28 day design strength, whichever is longer.

- 3.3 All Pavements: Both asphalt and concrete patch repairs shall be performed in a manner acceptable to the ENGINEER and OWNER avoiding hazardous traffic situations and creating a minimum delay to adjoining property owners. All necessary traffic signs, barricades, steel cover plates and related traffic control measures shall be employed by the contractor, at his expense, to make the street trafficable and safe. In no case shall any patch excavation be left open overnight.

PART FOUR - MEASUREMENT AND PAYMENT

- 4.1 Both concrete and asphalt patches will be measured by calculating the internal area of a polygon figure as measured along the saw-cut edges at the surface. The measurement will be calculated to the nearest one tenth (1/10) of a square yard for each patch. Patches shall be designated by size as small patches, less than 22 square yards, or large patches, greater than 22 square yards.
- 4.2 The work performed and materials furnished as prescribed by this item will be paid for at the unit prices bid for small patches or large patches under either "Concrete Patching" or "Asphalt Patching", as is appropriate. Such prices shall be full compensation

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PAVEMENT PATCHING AND REPAIR

furnishing all materials, for the saw-cutting, excavation, material disposal, compaction, preparing, hauling and placing all materials, for all freight, manipulation, labor, tools, equipment, traffic control and incidentals necessary to complete the work.

CITY OF NACOGDOCHES
REWORKING BASE MATERIAL
(PULVERMIX IN-PLACE)

PART ONE - GENERAL

- 1.1 Description of Work - This item shall govern for reworking existing base, sub-base, and asphaltic concrete pavement materials in accordance with the requirements as herein specified and as shown on the plans. This item shall also govern for incorporation of new base material and/or stabilization of base material into existing mixed pavements, when shown on the plans.

PART TWO - PRODUCTS

- 2.1 Existing base, subbase, and asphaltic concrete pavement may vary in thickness and material type. The unit price bid for the re-work item shall include all thicknesses of pavement and base material. The total depth to be reworked shall be as shown on the plans and bid documents or as directed by the Engineer.
- 2.2 New additional base material, when required, shall be iron ore material with a minimum of 35% metals retained on the number 40 sieve. Other base materials may be approved by the Engineer.
- 2.3 Lime used for stabilization of the reworked base materials shall be Type C, grade DS, "pebble" quicklime of a gradation suitable for either dry application or for use in Type B lime slurry, meeting the requirements of Item 264 of the TxDOT Specifications, latest edition.
- 2.4 Cement used for stabilization of the reworked base materials shall be Portland cement Type I, IP, or II conforming to the requirements of Item 524 of the TxDOT Specifications, latest edition.

PART THREE - EXECUTION

- 3.1 General - The work shall be performed to the width and depth shown on the plans, typical sections and details, and as specified below. The Contractor shall use a self-propelled cutting and pulverizing machine of the type designed specifically for reclaiming existing pavement which is capable of processing in-place pavement and base material to a homogeneous mixture having a maximum particle size of two (2) inches. The machine shall be capable of producing such a mixture for the depths shown on the plans and details without removing and re-working separate lifts. The machine provided shall be required to insure that the material is cut uniformly to the proper depth and that the cutters will plane the secondary grade to a smooth surface over the entire width of the cut. The machine shall provide a visible indication of the depth of cut at all times.
- 3.2 Pulverization - The existing base and pavement materials shall be pulverized so that 100 percent will pass a two (2) inch sieve.

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REWORKING BASE MATERIAL
(PULVERMIX IN-PLACE)

- 3.3 Base Improvement - New base material, when shown on the plans or in the bid documents, shall be delivered, placed and spread in the required quantities. The material shall be blended into the in-situ pulverized material to provide a uniform base.

When stabilization is indicated on the plans or in the bid documents, cement or lime shall be added (as required in the plans) and uniformly mixed into the base materials. The application rate in pounds per square yard of the required stabilizing agent shall be as shown on the plans or in the bid documents or may be varied by the Engineer if conditions warrant. The methods of stabilization shall conform to the requirements of either Item 262 or Item 275 of the TxDOT Specifications, latest edition, depending on which type of stabilizing agent is required.

After thoroughly mixing any new base material and/or stabilization material with the reworked existing materials, the entire base shall then be re-shaped and compacted to conform to the typical sections as shown on the plans. If pebble lime is added as the stabilizing agent, a final mixing pass shall be made approximately two days after initial mixing of the lime to facilitate better mixing of the activated lime. Final grading shall proceed only after this final mixing pass.

- 3.4 Excess Materials - Excess materials that are removed to achieve the final grade are the property of the Contractor and disposal costs of this material are subsidiary to the unit price bid for the re-work item. If possible, the Owner may provide a designated disposal site for excess material. Any materials deposited at the Owner's disposal site become the property of the Owner.
- 3.5 Prime Coat - All compacted surfaces shall have an asphaltic prime coat (of a type and at a rate shown in the plans) applied immediately after achieving final compaction. Prime coat application is considered subsidiary to the re-working and placement of the pavement and aggregate mixture.
- 3.6 Work Operations - The Contractor shall have no more than 50% of the proposed streets re-mixed without final surfacing at any one time. Every effort shall be made to minimize the length of time that a re-worked pavement mixture is open to traffic and the environment.
- 3.7 Compaction Methods - Unless otherwise shown on the plans or directed by the Engineer, each course shall be sprinkled as required and compacted to the extent necessary to provide not less than 95 percent of the Modified Proctor Density (ASTM D-1557) or to the density shown on the plans with a moisture content within two percent of optimum.

When the material fails to meet the density requirements, or should the material lose the required stability, density, or finish before the next course is placed, or the project is accepted, it shall be re-compacted and refinished at the Contractor's expense. If the compacted material is exposed to standing water or rain, the Contractor shall verify that

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(PULVERMIX IN-PLACE)

the moisture content is no more than six (6) percent above optimum prior to proceeding with paving operations.

3.8 Tolerances

3.8.1 Density Tolerances - The Engineer or Owner may accept the work providing that not more than one (1) out of the last five (5) density tests performed is below the specified density requirement and the failing test is not more than three (3.0) pounds per cubic foot below the specified density.

3.8.2 Grade Tolerances - In areas on which the pavement is to be placed, any deviation in excess of 1/4 inch in cross section or 1/4 inch in a length of 16 feet measured longitudinally, shall be corrected by loosening, adding or removing material, reshaping and then re-compacting the mixture by sprinkling with water and rolling to the required density.

CITY OF NACOGDOCHES
FLY ASH TREATED SUBGRADE

PART ONE - GENERAL

1.1 Description

- 1.1.1 This item shall govern for treating the existing subgrade by pulverizing, adding fly ash, mixing, shaping, compacting and finishing the material as specified in this item.

PART TWO - PRODUCTS

2.1 Materials

- 2.1.1 Fly Ash used for this contract shall be high calcium **Class C** meeting the requirements of ASTM C593. Material is to be stored in completely enclosed weather-proof containers until immediately before distribution on the road. If bags are used, store in weather-proof buildings and adequately protect against ground dampness.

If furnished in trucks, each truck shall have weight of fly ash verified on public scales conforming to requirements of TxDOT Item 420 "Weighing and Measuring Equipment". If furnished in bags, each bag must bear manufacturer's certified weight. If weight of bag varies more than 5% from certified weight, bag may be rejected. Average weight of bags in any shipment shall not be less than manufacturer's certified weight. This shall be shown by weighing 50 randomly selected bags in the shipment.

PART THREE - EXECUTION

3.1 Construction Methods

- 3.1.1 In areas where fly ash-treated subgrade is directed, the subgrade shall be scarified to the depth and width required for subgrade stabilization. The material shall be pulverized until substantially free of lumps over 1-inch diameter. Pulverizing machine to be of such design that a visible indication is given at all times that the machine is cutting to the specified depth.

All necessary precautions shall be taken to ensure that stabilization material is contained within the street area. Any material that gets outside of the street area, onto lawns, driveways, vehicles, etc. shall be immediately removed. No application of fly ash shall occur when wind conditions are such that blowing fly ash becomes objectionable to traffic or adjacent property owners. A motor grader shall not be used to spread fly ash.

Fly ash is only to be spread on the area on which the first mixing operation, compaction and finishing can be completed during daylight hours of the same working day. The design thickness shall be stabilized by the addition of fly ash

CITY OF NACOGDOCHES FLY ASH TREATED SUBGRADE

at the application rate shown on the plans or as directed by the Engineer. Raw material to be thoroughly mixed by approved road mixers or other approved equipment and the mixing continued until a homogeneous, friable mixture is obtained, free from all lumps or clods. 100% of material shall pass the 1- $\frac{3}{4}$ " sieve and a minimum 60% shall pass the No. 4 sieve when tested at the field moisture condition or dry. During interval of time between application and mixing, fly ash that has been exposed to the open air for a period of 6 hours or more or to excessive loss due to washing or blowing shall not be accepted for payment.

For slurry placement, fly ash is to be mixed with water in vehicles with approved distributors and applied as a thin water suspension or slurry. Distribution of fly ash to be attained by successive passes over a measured section of roadway until the proper moisture and fly ash content has been secured. The distributor vehicle shall be equipped with an agitator to keep fly ash and water in a uniform mixture.

For dry placement, the soil and fly ash should be thoroughly and uniformly mixed at the proper moisture content, adding water as necessary in a rapid and uniform application. Control moisture content to prevent formation of fly ash balls. The moisture content shall be adjusted to optimum or slightly above and the mixture shall be compacted to a minimum of ninety-five (95) percent of ASTM D 698 (standard proctor) density. Compaction shall occur with 1- $\frac{1}{2}$ hours of initial water application to prevent setting of the treated moisture in a non-compacted state. Aerate or sprinkle material as necessary to provide optimum moisture. Compaction shall be accomplished with sufficient blading to eliminate all irregularities and to the extent necessary to remain firm and stable under construction equipment.

Following compaction, the subgrade shall be trimmed and shaped to the required line and grade as indicated on plans or as directed by engineer. Final rolling of the completed surface shall be accomplished with a pneumatic tire roller. If plus No. 4 aggregate is present in the mixture, one complete coverage of the section with the flat wheel roller to be made immediately after the trimming operation. Surface compaction and finishing to produce, in not more than 2 hours, a smooth, closely-knit surface free of cracks, ridges or loose material conforming to the crown, grade and line shown on the plans.

Once compaction and finishing of treated subgrade is complete, no vehicles or equipment other than sprinkling equipment shall be permitted upon the treated subgrade for a period of 24-hours. Heavy construction equipment shall not be allowed on the subgrade for 48-hours. Damage to treated subgrade from construction equipment during this period shall be repaired at the Contractor's expense. During curing period, treated subgrade shall be lightly sprinkled with water at frequent intervals to prevent drying. Care shall be taken after curing period to prevent damage to subgrade by excessive traffic or weight.

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Fly ash materials, mixing, processing, compacting, construction and curing of the fly ash-stabilized subgrade shall be performed in accordance with the provisions of TxDOT Specifications Item No. 265, latest edition.

3.2 Testing

- 3.2.1 The Contractor, at his expense, shall engage an independent testing laboratory to conduct in-place density tests. In-place density tests shall be conducted at a rate of one test for each 1,000 square yards of reworked area or a minimum of three (3) tests per street, whichever is greater. Thickness determination of reworked base material shall be made at random locations. All retests due to densities not meeting specification requirements will be the financial responsibility of the Contractor. Prior to testing for in-place density the entire treated area shall be proof rolled in accordance with TxDOT Item 216, latest edition, with the exception of measurement and payment. This item shall be considered subsidiary to the Fly Ash-Treated Subgrade. In-place density tests will be taken at locations as directed by the engineer.

PART FOUR - MEASUREMENT AND PAYMENT

- 4.1 Measurement - Fly ash-treated subgrade will be measured by the square yard in place of the depth specified to the lines and grades shown on the plans. Contractor shall provide to engineer a copy of all fly ash material delivery tickets.
- 4.2 Payment - The work performed and materials furnished in accordance with this item and measured as provided under MEASUREMENT will be paid for at the unit price bid for "fly ash-treated subgrade" of the depth specified. This price shall be full compensation for shaping existing material, loosening, mixing, pulverizing, spreading, drying, applying fly ash, water content for slurry (if applicable), compacting and curing, including curing materials, maintaining, processing, hauling, reworking if required, preparing secondary subgrade, and for all mixing water, tools, equipment, dams or berms, labor and incidentals necessary to complete the work.

Fly ash will not be paid for directly but will be considered subsidiary to the unit price bid for "fly ash-treated subgrade" of depth specified.

CITY OF NACOGDOCHES
PORTLAND CEMENT TREATED SUBGRADE

PART ONE - GENERAL

1.1 Description

- 1.1.1 This item shall govern for treating the existing subgrade by pulverizing, adding Portland cement, mixing, shaping and compacting the material as specified in this item.

PART TWO - PRODUCTS

2.1 Materials

- 2.1.1 Portland cement used for subgrade stabilization shall be Type I, IP or II (as shown on the plans) conforming to the requirements of Item 524 of the TxDOT Specifications, latest edition.
- 2.1.2 Water for use in cement stabilization shall be reasonably clean and free of oil, acid, alkali, organic matter or other deleterious substances. Water which is suitable for drinking or ordinary household use may be accepted for use without being tested. If water is of questionable quality, it shall be tested in accordance with the current standard Method of Test of Quality of Water to be used in concrete, AASHTO Designation T26.
- 2.1.3 The soil shall consist of approved soil, free from vegetation or other objectionable matter. It may be either the material encountered in the existing section, material imported from approved sources as designated by the owner, or a combination of existing and approved imported soils.

PART THREE - EXECUTION

3.1 Construction Methods

- 3.1.1 General. The primary requirement of this specification is to secure a complete course of treated material containing a uniform Portland cement mixture, free from loose or segregated areas, of uniform density and moisture content, well bound and compacted for its full depth with a smooth surface suitable for placing additional subbase, base or surface courses. It shall be the responsibility of the CONTRACTOR to regulate the sequence of his work to process a sufficient quantity of material so as to provide full depth as shown on plans, to use the proper amount of Portland cement, maintain the work and to rework the courses as necessary to meet the foregoing requirements. Cement materials, mixing, processing, compacting, construction and curing of the cement-stabilized subgrade shall be performed in accordance with the provisions of TxDOT Specifications Item No. 275, latest edition.

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PORTLAND CEMENT TREATED SUBGRADE

Cement stabilized base shall not be mixed or placed when the air temperature is below 40°F (5°C) and falling, but may be mixed or placed with the air temperature is above 35° F (2°C) and rising, the temperature being taken in the shade and away from artificial heat and with the further provisions that cement-stabilized base shall be mixed or placed only when weather conditions, in the opinion of the OWNER, are suitable. Before other construction operations are begun, the roadbed shall be graded and shaped as required to construct the Portland cement treatment for material in place in conformance with the lines, grades, thickness and typical cross sections shown on the plans. Unsuitable soil or material shall be removed and replaced with acceptable soil. The subgrade shall be firm and able to support, without displacement, the construction equipment and the compaction hereinafter specified. Soft or yielding subgrade shall be corrected and made stable before construction proceeds. The soil shall be so pulverized that at the completion of moist-mixing, 100 percent passes a 1 inch (25 mm) sieve and a minimum of 80 percent passes a No. 4 sieve, exclusive of gravel or stone retained on these sieves.

All necessary precautions shall be taken to ensure that stabilization material is contained within the street area. Any material that gets outside of the street area, onto lawns, driveways, vehicles, etc. shall be immediately removed.

- 3.1.2 Application of Cement. Portland cement shall be spread uniformly on the soil at the rate specified on the plans or as determined by preliminary laboratory tests. If a bulk cement spreader is used, it shall be positioned by string lines or other approved method during spreading to insure a uniform distribution of cement. Cement shall be applied only to such an area that all the operations can be continuous and completed in daylight within 6 hours of such application. The percentage of moisture in the soil at the time of cement application shall not exceed the quantity that shall permit uniform and intimate mixture of soil and cement during dry-mixing operation and it shall not exceed the specified optimum moisture content for the soil-cement mixture. No equipment, except that used in the spreading and mixing, shall be allowed to pass over the freshly spread cement until it is mixed with the soil.
- 3.1.3 Mixing and Processing. The following methods of mixing and processing may be used at the option of the CONTRACTOR.
- 3.1.3.1 Multiple Pass Traveling Mixer. After the cement has been applied, it shall be dry-mixed with the soil. Mixing shall continue until the cement has been sufficiently blended with the soil to prevent the formation of cement balls when water is applied. Any mixture of soil and cement that has not been compacted and finished shall not remain undisturbed for more that 30 minutes. Immediately after the dry-mixing of soil and cement is complete, water as necessary shall be uniformly applied and incorporated into the mixture. The pressurized equipment and the supply provided shall be adequate to insure continuous application of the required amount of water to sections being processed within 3 hours of the application of the cement. Care shall be exercised to insure proper moisture distribution at all times. After the last

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PORTLAND CEMENT TREATED SUBGRADE

increment of water has been added, mixing shall continue until a thorough and uniform mix has been obtained.

- 3.1.3.2 Single-Pass Traveling Mixing Plant. After the cement has been applied, it shall be sufficiently dry-mixed with the soil to prevent the formation of cement balls when water is applied. Unpulverized soil lumps in the soil cement mixture immediately behind the mixture that are dry shall not be allowed. Should this condition prevail, the CONTRACTOR shall "pre-wet" the raw soil as necessary to correct this condition. The mixer shall be provided with means for visibly and accurately gauging the water application. The water shall be applied uniformly through a pressure spray bar.

After cement is spread, mixing operations shall proceed as follows:

The mixer shall, in one continuous operation, mix the air-dry soil and cement full depth; add the required moisture uniformly; thoroughly moist-mix the soil, cement and water; spread the completed soil cement mixture evenly over the machine-processed width of the subgrade; and leave it in a loose condition ready for immediate compaction. The soil and cement mixture shall not remain undisturbed after mixing and before compacting for more than 30 minutes.

- 3.1.3.3 Central Mixing Plant. The soil, cement and water shall be dry-mixed in a pugmill either of the batch or continuous-flow type. The plant shall be equipped with feeding and metering devices which shall add the soil, cement and water into the mixer in the specified quantities. Soil and cement shall be mixed sufficiently to prevent cement balls from forming when water is added. Mixing shall continue until a uniform and intimate mixture of soil, cement and water is obtained. The mixture shall be hauled to the construction site in suitable vehicles equipped with protective covers. The mixture shall be placed on the moistened subgrade in a uniform layer by an approved spreader or spreaders. Not more than 30 minutes shall elapse between the placement of soil-cement in adjacent lanes at any location except at longitudinal construction joints. Not more than 30 minutes shall elapse between the start of spreading the soil and cement mixture and start of compaction. Not more than 60 minutes shall elapse between the start of moist-mixing and the start of compaction of the soil-cement. The layer of soil-cement shall be uniform in thickness and surface contour and in such quantity that the completed base or subgrade shall conform to the required grade and cross section. Dumping of the mixture in piles or windrows upon the subgrade shall not be permitted.

- 3.1.4 Compaction and Finishing. The material shall be compacted to at least 95 percent of the maximum density determined by ASTM D 698. Moisture content shall be within minus 2 to plus 4 optimum. At the start of compaction, the percentage of moisture in the mixture and in unpulverized soil lumps, based on oven-dry weights, shall not be below or more than 2 percentage points above the specified optimum moisture content and shall be less than the quantity which shall cause the soil-cement mixture to become unstable during compaction and finishing. When the uncompacted soil-cement mixture is wetted by rain so that the average moisture content exceeds the tolerance given at the time of final compaction, the entire section shall be reconstructed in accordance with these

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specifications at the sole expense of the CONTRACTOR. The specified optimum moisture content and density shall be determined in the field on the representative samples of soil-cement mixture obtained from the area being processed.

Prior to the beginning of compaction, the mixture shall be in a loose condition for its full depth. The loose mixture shall then be uniformly compacted to the specified density within 2 hours. After the soil and cement mixture except the top mulch is compacted, water shall be uniformly applied as needed and thoroughly mixed in with a spike tooth harrow or equal. The surface shall then be reshaped to the required lines, grades and cross section and then lightly scarified to loosen any imprint left by the compacting or shaping equipment.

The resulting surface shall be thoroughly rolled with a pneumatic tire roller and "clipped", "skinned" and "tight-bladed" by a power grader to a depth of approximately 1/4 in. (6 mm) moving all loosened soil and cement from the section. The surface shall then be thoroughly compacted with the pneumatic roller adding small increments of moisture as needed during rolling. When directed by the OWNER, surface finishing methods may be varied from this procedure provided a dense, uniform surface, free of loose material, is maintained at its specified optimum during all finishing operations. Surface compaction and finishing shall proceed in such a manner as to produce, in not more than 2 hours, a smooth, closely knit surface free of cracks, ridges or loose material conforming to the drawn grade and line shown on the plans.

3.2 Testing

- 3.2.1 The OWNER will be financially responsible for initial cement treated subgrade density tests. All retests due to densities not meeting specification requirements will be the financial responsibility of the CONTRACTOR. In-place density tests will be taken at locations as directed by the ENGINEER.

3.3 Protection and Cover

- 3.3.1 After the roadway has been finished as specified herein, it shall be immediately protected against rapid drying by applying 15/100 (0.15) gallons per square yard MC-30 cut-back asphalt. Immediately prior to application of MC-30, the section shall be wetted by the use of pressure water distributors so that all voids in the soil-cement surface are filled with water, but without free water standing on the surface. The MC-30 cure shall be applied while this moisture condition exists so that undue asphalt penetration of the soil-cement surface shall be prevented; and at the same time aided in complete coverage by the MC-30. Should it be necessary for construction equipment or other traffic vehicles to pass over the section before the MC-30 has dried sufficiently to prevent pickup, it shall be the responsibility of the CONTRACTOR to dust or sand the surface before such use. The CONTRACTOR shall also maintain this curing cover during the 7-day protection so that all of the soil-cement base course shall be covered effectively with MC-30 during this period. The MC-30 curing coat shall remain in place for the additional asphalt-wearing surface.

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PORTLAND CEMENT TREATED SUBGRADE

3.4 Opening to Traffic

- 3.4.1 The CONTRACTOR shall not be permitted to drive heavy equipment over completed portions. Pneumatic-tired equipment required for hauling cement and water may be permitted to drive over after the surface has hardened sufficiently to prevent the equipment from marring the surface, provided that protection and cover are not impaired. The soil-cement course may be opened to local traffic as soon as the MC-30 has been applied and dusted or sanded as necessary to prevent it from being picked up by traffic. Completed portions may be opened to all traffic after 7 days.

3.5 Maintenance

- 3.5.1 The CONTRACTOR shall be required within the limits of this contract to maintain the soil-cement treatment in good condition from the time he first starts work until all work has been completed. Maintenance shall include immediate repairs of any defect that may occur after the cement is applied. Such maintenance work shall be done by the CONTRACTOR at his own expense and repeated as often as necessary to keep the area continuously intact. Repairs are to be made in such a manner as to insure restoration of a uniform surface for the full depth of treatment. Any low area shall be remedied by replacing the material for the full depth of treatment rather than adding a thin layer of stabilized material to the completed work.

PART FOUR - MEASUREMENT AND PAYMENT

- 4.1 Measurement - Portland cement treated subgrade will be measured by the square yard in place of the depth specified to the lines and grades shown on the plans. Cement will not be measured separately but shall be considered subsidiary to this item. CONTRACTOR shall provide to ENGINEER a copy of all cement material delivery tickets.
- 4.2 Payment - The work performed and materials furnished in accordance with this item and measured as provided under MEASUREMENT will be paid for at the unit price bid for "Portland Cement Treated Subgrade" of the depth specified. This price shall be full compensation for: shaping existing material, loosening, mixing, pulverizing, spreading, drying, applying cement, compaction, curing (including curing materials), shaping and maintaining, processing, hauling, reworking if required, preparing secondary subgrade, all mixing water, tools, equipment, dams or berms, labor and incidentals necessary to complete the work, in place.

Portland cement will not be paid for directly but will be considered subsidiary to the unit price bid for "Portland Cement" of depth specified.

CITY OF NACOGDOCHES
FLEXIBLE BASE – CRUSHED LIMESTONE

PART ONE - GENERAL

1.1 DESCRIPTION OF WORK

This item specifies the furnishing and installing of a compacted base course of crusher-run, broken aggregate. The base shall be constructed in conformity with typical sections and to lines, grades and thickness as shown on the plans.

PART TWO - PRODUCTS

2.1 The flexible base material shall meet all of the requirements of Item 247 Flexible Base of the Texas Department of Transportation Standard Specifications For Construction Of Highways, Streets and Bridges, latest edition, and shall be Type A, Grade 2.

2.2 The material shall only be from a source approved by the Owner.

PART THREE - EXECUTION

3.1 Subgrade: Shape subgrade to lines and grades shown on the plans. Subgrade shall be compacted to 95 percent Standard Proctor Density, ASTM D-698. Repair all soft areas before base material is placed on the subgrade.

3.2 Density: After being properly placed and shaped in accordance with the plans, flexible base shall be compacted to 95 percent Modified Proctor Density, ASTM D-1557. Maintain moisture content between optimum and 2 percent above optimum moisture.

3.3 Protection: The Contractor shall be responsible for the protection of the subgrade and flexible base during the construction.

3.4 Testing: The Contractor shall, at his expense, utilize the services of a certified geotechnical testing laboratory to provide test results from the material source to assure conformance with these specifications prior to delivery of the material to the construction site.

PART ONE - GENERAL

- 1.1 Description Of Work - This item shall govern for the furnishing of material and application of a prime coat on the completed and accepted base course.

PART TWO - PRODUCTS

- 2.1 Material to be used shall be PCE in accordance with the supplemental amendment to TxDOT Specification Item 300 of the TxDOT Standard Specification for Construction of Highways, Streets and Bridges, latest edition.

PART THREE - EXECUTION

- 3.1 Application and Construction - Shall be in accordance with TxDOT Specification Item 310 of the latest edition. The prime coat shall be applied at an application rate shown on the plans or as otherwise directed by Owner.

Proper precautions shall be utilized in order to prevent runoff into surrounding water ways.

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HOT MIX ASPHALTIC CONCRETE PAVEMENT

PART ONE - GENERAL

- 1.1 Description of Work - This item shall govern for the furnishing of materials, equipment, transporting and placement of Hot Mix Asphaltic Concrete (HMAC) Pavement in accordance with specifications contained herein.

PART TWO - PRODUCTS

- 2.1 Materials shall be Type D (unless shown otherwise in the plans) Hot Mix Asphaltic Concrete in accordance with *TxDOT Standard Specifications for Construction of Highways, Streets and Bridges*, Item 340, latest edition. A HMAC design shall be submitted to Owner for approval at least twenty-four (24) hours in advance of scheduled paving operations.

PART THREE - EXECUTION

- 3.1 Hot Mix Asphaltic Pavement - Shall be placed in accordance with TxDOT Specification Item 340, latest edition, and the following:
- a) The Contractor will be required to establish a rolling pattern that will achieve a minimum of 95% of the laboratory molded density for new paving and maximum in-place density for overlays. The Contractor shall be responsible for providing testing equipment that will verify compliance with density requirements. The Contractor shall be responsible for testing rolling pattern as outlined in TEX-207-F, Part IV to achieve maximum compaction. When changes in asphalt mixture or placement conditions occur, a new rolling pattern shall be established. At the Engineer's request, the Contractor shall provide a periodic verification that the rolling pattern is adequate to achieve the required density when varying site conditions are noted.
 - b) Thickness for compacted HMAC shall be as shown on plans.
 - c) The HMAC shall be placed and spread on the approved surface with a self-propelled spreading and finishing machine.
 - d) Contractor shall form crown in road surface to provide 2% side slope.
 - e) The final compacted thickness for the asphalt surface on existing pavement overlays is considered to be a nominal desired thickness. In no case shall any portion of the overlay be less than one (1) inch in thickness at specified edges or "humps" and thicknesses of one (1) inch over the nominal depth shall be avoided. All attempts shall be made to maintain the nominal thickness shown in the plans. The contractor shall use a ski or leveling arm on the spreading machine, when necessary, to assist in maintaining desired asphalt thicknesses.
- 3.2 The Owner will contract with an independent testing laboratory to perform the following tests:
- a) Hveem stability, laboratory molded density, asphalt cement content, and aggregate gradation from samples that will be taken randomly from haul trucks as HMAC is off-loaded to the lay down machine.

CITY OF NACOGDOCHES
HOT MIX ASPHALTIC CONCRETE PAVEMENT

- b) Core samples of completed surface to verify compliance with density and thickness requirements.
- c) Surface and ride quality shall meet TxDOT Specification Item 585, Surface Test Type A, latest edition.
- d) Haul trucks shall obtain a ticket at the HMAC plant clearly stating the “Type of Mix” and the “Total Weight” of the mix loaded on the truck. The tickets shall be given to the Owner’s Representative before the HMAC is off-loaded to the lay down machine.

2022 Street Paving Project #1

- Patch & Overlay – W. Cox Street, Maybell Street
 - Pulvermix & Overlay – Cardinal Street, Stewart Street, Fourth Street, Swann Drive
 - Mill & Inlay – Muckleroy Street, Lewis Street
 - CCC Blacktopping was low total bid, but withdrew
-
- Add. Alt. 1 – Curb Repair and Valley Gutters
 - Add. Alt. 2 – Stabilization of Stewart Street, Fourth Street, Swann Drive



Base Bid Amount:

Drewery Construction **\$ 689,797.00**

L.S. Equipment \$ 717,600.75

CCC Blacktopping \$ 724,220.45

Add. Alt. Bid 1: \$ 86,530.00

Add. Alt. Bid 2: \$ 142,156.00

Total Award: \$ 918,483.00

PRESENTER: Brian Bray, Community Services Director

ITEM/SUBJECT: Consider approval of the purchase and installation of playground equipment from GameTime for the Ritchie Street Playground in the amount of \$240,397.26. (Community Services Director)

SUMMARY/BACKGROUND: The Parks Department is requesting approval for the purchase and installation of new playground equipment for Ritchie Street Park. This is an all-abilities playground and will be built by GameTime, a company that has built three other playgrounds in Nacogdoches and is one of our BuyBoard vendors. An all-abilities playground provides a place that goes beyond minimum accessibility standards to create play experiences that meet a variety of needs and interests, so children and adults of all abilities can interact and play together.

When staff scoped this unit in December of 2020 the cost was \$180,000. The new price for the playground is \$240,000. There are two reasons for this price increase. First, due to nationwide inflation and scarcity of materials, the price of all playground equipment has gone up significantly. If we were to build the playground that was originally scoped there would be an increase of \$46,000 due to inflation alone.

Second, after meeting with members of the Mayors Council for People with Disabilities and the Parks and Recreation Advisory Board, GameTime was asked to make several alterations to make it a complete inclusive design and added several elements that were not included in the original design. Those elements amounted to \$80,000 in additional costs, bringing the quote to \$270,000. GameTime and the Community Services Director worked to reduce the cost by \$30,000 through value engineering while maintaining the all-inclusive elements. Those changes include: removing one integrated shade from the structure, replacing the Rocks cape climber with the less expensive climber, removing one bay of swings, removing the demolition from GameTimes' scope of work and altering the locations of surfacing and curbs to be more efficient.

The Parks Department is requesting approval for the purchase and installation of playground equipment from GameTime for the Ritchie Street Playground in the amount of \$240,397.26.

This item is contingent on the Budget Amendment presented in 6.G.

FINANCIAL:

Item is budgeted:

Account No.: 01.86.680.40

Account Name: General Fund Reserves Park Improvements

Amount: \$180,000.00

The remaining \$60,500.00 needed for this item will be in the form of a budget amendment to follow.

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

Infrastructure

CITY CONTACT: Brian Bray, Community Services Director
brayb@nactx.us
936-559-2940

ATTACHMENTS:

1. Photo
2. Specifications
3. Quote
4. PowerPoint Presentation



The site shown in rendering is an interpretation and may not reflect exact site conditions.

Intellectual property of GameTime, a PlayCore Company.



www.gametime.com

City of Nacogdoches
Ritchie Street Park (Rev 3)
View A

Conceptual Rendering Only - Actual Color May Vary

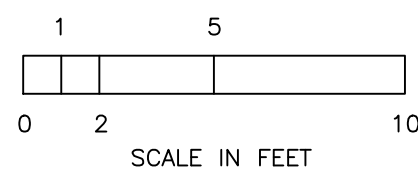
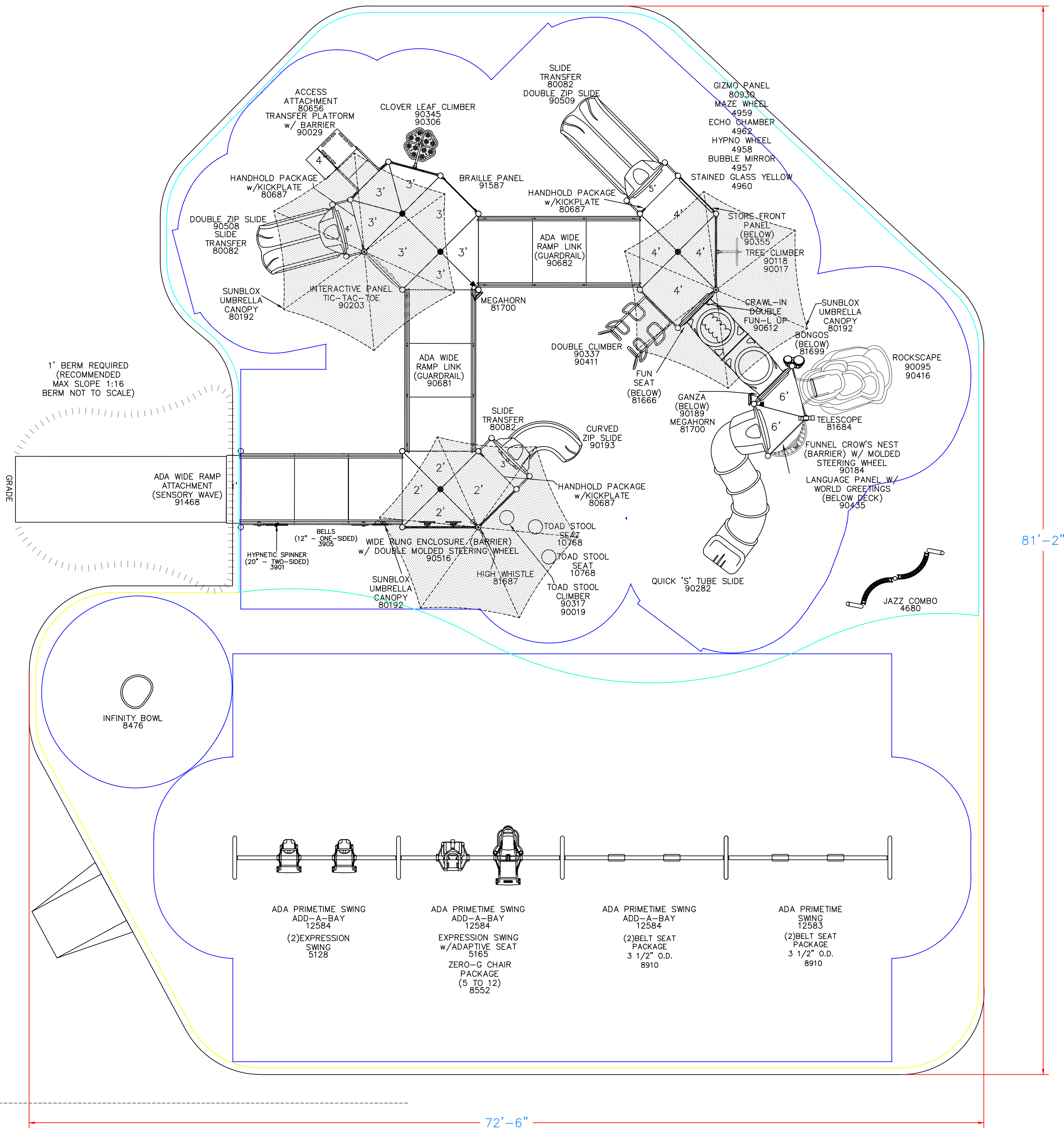


www.totalrecreation.net

EXISTING BASKETBALL COURT

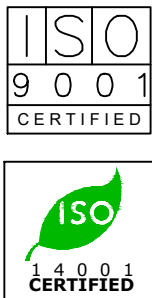
EXISTING CHAIN LINK FENCE

EXISTING PARKING LOT



SURFACING		SURFACING		CURBING	
TYPE	*EWF	TYPE	**PIP	TYPE	CNCR
SQ FT	2,209	SQ FT	2,418	LN FT	275
DEPTH	12"	DEPTH	3"	HT	12"

*TO BE PROVIDED AND INSTALLED BY CUSTOMER
**REQUIRES 58 LF OF TURNDOWN EDGE



150 PlayCore Drive SE
Fort Payne, AL 35967
www.gametime.com

City of Nacogdoches
Ritchie Street Park (Revision 3)
Nacogdoches, TX
Representative
Total Recreation Products, Inc.

This Unit includes play events and routes or travel specifically designed for special needs users. It is the opinion of the manufacturer that these play events and routes of travel conform to the accessibility requirements of the ADA (Americans with Disabilities Act)

Total Elevated Play Components
Total Elevated Play Components Accessible By Ramp
Total Elevated Components Accessible By Transfer
Total Accessible Ground Level Components Shown
Total Different Types Of Ground Level Components

- Required -
- Required -
- Required -
- Required -

This play equipment is recommended for children ages

Minimum Area Required:
72'6" x 81'-2"
Scale:
This drawing can be scaled only when in an 24" x 36" format

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Drawn By:
TCV
Date:
01/05/2022
Drawing Name:
TV-11054-20-1A5



c/o Total Recreation Products, Inc.
 17802 Grant Road Cypress, Texas 77429
 Phone: 281-351-2402
 Toll Free: 800-392-9909
 Fax: 281-351-2493

04/06/2022
 Quote #
 100964-01-07

TV-11054-20 Rev 4 Ritchie Street Park

City of Nacogdoches
 Attn: Brian Bray
 1112 North St
 Nacogdoches, TX 75961
 Phone: 936-559-2960
 Fax: 936-554-1927
 brayb@nactx.us

Ship to Zip 77301

Quantity	Part #	Description	Unit Price	Amount
1	RDU	GameTime - TV-11054-20-2A4R1 Modified PowerScape Julian Ridge PS19018	\$129,395.00	\$129,395.00
1	8476	GameTime - Infinity Bowl	\$2,403.00	\$2,403.00
1	4680	GameTime - Jazz Combo	\$6,473.00	\$6,473.00
1	RDU	GameTime - Three Bay PrimeTime Swings with (2) Belt Seats, (1) Universal Expression Swing, (1) 5-12 Zero G Chair and (2) Enclosed Tot Seat Expression Swings	\$9,454.00	\$9,454.00
1	161290	GameTime - Geo-Textile 2250 Sqft Roll	\$975.00	\$975.00
1	178749	GameTime - Owner's Kit	\$66.00	\$66.00
1	PIP33780	GT-Impax - 2,264 SF of Poured In Place Rubber Surfacing, 50% Standard Color / 50% Black EPDM, 3" Depth for 6' Critical Fall Height- <i>Price includes 44 LF of turndown edge, freight to Nacogdoches, TX, installation of rubber surfacing only and discount of \$9,065.23.</i> <i>Pricing assumes regular wages, no design work and good access.</i>	\$42,139.94	\$42,139.94
1	INSTALL	GameTime - Installation of Above Equipment, 261 LF of Concrete Curbs, 2,198 SF of Compacted Stone Sub-Base, (1) ADA Ramp and (1) Concrete Berm/Ramp from Grade to 1' Deck- <i>Assumes no other site work, demolition or concrete work included. Acquisition of any and all permits is the sole responsibility of the customer. Standard installation does not include any extra or additional machinery, drillers, etc., for rock excavation. If rock conditions are encountered, additional charges will apply.</i>	\$61,432.82	\$61,432.82
- <i>Customer is responsible for providing and installing the engineered wood fiber for this project. Approximately 85 CY will be required for the area.</i> <i>Customer is also responsible for the removal and haul off of the existing equipment and surfacing.</i> <i>Excavation work for wood surfacing area assumes that the spoils from the excavation can be spread on site. If haul off of the spoils is required, additional charges will be incurred.</i>				
Contract: Buy Board Contract #592-19			Sub Total	\$252,338.76
			Discount	(\$43,045.23)
			Material Surcharge	\$20,728.41
			Estimated Freight	\$10,375.32
			Total	\$240,397.26

Comments

Freight Calculated to Installer Address

DUE TO FLUCTUATING FUEL COSTS, FREIGHT SHOWN IS ESTIMATED FREIGHT. ACTUAL FREIGHT WILL BE DETERMINED AT THE TIME OF YOUR ORDER. PLEASE FEEL FREE TO CONTACT US TO VERIFY CURRENT FREIGHT CHARGES PRIOR TO PLACING YOUR ORDER.

Ritchie Street Playground

All-Abilities Playground

An all-abilities playground provides a place that goes beyond minimum accessibility standards to create play experiences that meet a variety of needs and interests, so children and adults of all abilities can interact and play together.

Installation of this playground will make Ritchie Street Park the the 2nd National Demonstration Site in East Texas.

Initial Design - December 2020

Price: \$180,000

Price of the design if built today- \$226,000 (+\$46,000)

Feedback from committees:

After meeting with the Parks Advisory Board and the Mayor's Council for People with Disabilities we included additional equipment to become a complete inclusive design.

New Design - March 2022

Price: \$270,000

Value Engineering done by Community Services and GameTime:

- Remove one integrated shade from the structure
- Replace the Rocks cape climber with the least expensive climber.
- Remove one bay of swings
- Remove the demo from GameTime's scope of work. City will perform the demolition.
- Altering the locations of surfacing and curbs to be more efficient

Final Price - \$240,397.26

Current Ritchie Street Playground





Proposed Playground

Page 263 of 293

The site shown in rendering is an interpretation and may not reflect exact site conditions.

PRESENTER: Brian Bray, Community Services Director

ITEM/SUBJECT: Consider the adoption of a budget amendment in the amount of \$60,500.00 for the purchase and installation of playground equipment for Ritchie Street Park (Community Services Director).

SUMMARY/BACKGROUND: The Recreation Department is requesting a budget amendment for the purchase of new playground equipment for Ritchie Street Park. This playground is an all-abilities park and will be built by GameTime, a company that has built several other playgrounds in Nacogdoches and is one of our BuyBoard vendors. An all-abilities playground provides a place that goes beyond minimum accessibility standards to create play experiences that meet a variety of needs and interests, so children and adults of all abilities can interact and play together.

The original price of the playground designed in December of 2020 was \$180,000. Due to nationwide inflation and scarcity of materials, the price of all playground equipment has gone up significantly. If we were to build the playground that was originally scoped there would be an increase of \$46,000 due to inflation alone.

After meeting with the Mayor's Committee on People with Disabilities and the Parks and Recreation Advisory Board, GameTime was asked to make several alterations to make it a complete inclusive design and added several elements that were not included in the original design. Those elements amounted to \$80,000 in additional costs, bringing the quote to \$270,000. GameTime and the Community Services Director worked to reduce the cost by \$30,000 through value engineering, decreasing the overall price to \$240,397.26.

The Recreation Department is requesting a budget amendment in the amount of \$60,500 to build an all-abilities playground at Ritchie Street Park.

FINANCIAL:

Item is not budgeted (Budget Amendment required – see attached)

Account No.: 01.86.680.40

Account Name: General Fund Reserves Park Improvement

Amount: \$60,500

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

Infrastructure

CITY CONTACT: Brian Bray, Community Services Director
brayb@nactx.us
936-559-2935

- ATTACHMENTS:**
1. Quote
 2. Budget Amendment Ordinance



c/o Total Recreation Products, Inc.
 17802 Grant Road Cypress, Texas 77429
 Phone: 281-351-2402
 Toll Free: 800-392-9909
 Fax: 281-351-2493

04/06/2022
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TV-11054-20 Rev 4 Ritchie Street Park

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Comments

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AN ORDINANCE AMENDING ORDINANCE NO. 1881-09-21 APPROPRIATING VARIOUS AMOUNTS IN ACCORDANCE WITH BUDGET ADOPTED FOR THE ENSUING FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022.

WHEREAS, the City Council of the City of Nacogdoches, Texas has approved and adopted the budget for said city for the ensuing fiscal year beginning October 1, 2021 and ending September 30, 2022; and

WHEREAS the community has requested improvements to the playground at the Ritchie Street park located at 800 Ritchie Street; and

WHEREAS, the budgeted amount for the original design of the playground equipment was \$180,000 and since that time the estimate for that design has increased due to nationwide inflation and scarcity of materials ; and

WHEREAS, the Mayor's Council for Peoples with Disabilities and the Parks Advisory Board requested several changes and additions of equipment to the playground to truly make it an all abilities playground which increased the overall price; and

WHEREAS, the final price for the new playground design is \$240,397.26; and

WHEREAS, with the adoption of this ordinance, the Community Services Department is authorized to expend a total of \$240,500,

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of Nacogdoches that sums of money as herein set forth in said budget are hereby appropriated and amended for the payment of capital outlays of the city government of the City of Nacogdoches as follows:

Fund	Dept.	Acct.	Department	Description	Amt.
01	86	680.40	General Fund Reserves Park Improvement	Ritchie Street Playground equipment and install	\$60,500

PASSED AND APPROVED this the 19th day of April 2022.

Jimmy Mize, Mayor
City of Nacogdoches

ATTEST:

Jan Vinson, City Secretary

Approved as to form: _____
Steve Kirkland, City Attorney

Approved as to content: _____
Pamela Curbow, Director of Finance



City Council Meeting

Date: April 19, 2022

Agenda Item: 6.G.

PRESENTER: Pam Curbow, Finance Director

ITEM/SUBJECT: Hold a discussion and give direction regarding the City of Nacogdoches Capital Improvements Projects program. (Finance Director)

SUMMARY/BACKGROUND: In November 2021, City Council held four separate workshops to discuss the City's Capital Improvement Plan (CIP). At the conclusion of the November meetings, staff indicated that we would go back and refine the lists and project costs and bring back projects that can be realistically achieved given the City's cash on hand, tax rate, and utility rates.

On April 6th, a workshop was held to more narrowly focus with the City Council on the project packages that begin to address infrastructure needs. There was no formal action taken by the Council on April 6. The City Council did provide direction to staff to begin working through the details of addressing infrastructure needs for the Airport, Parks, Streets, Sanitation, Fire Department, Utilities, and Public Works.

The Council agenda item for April 19th is to provide an opportunity for City Council to ask any follow-up questions of City staff from the April 6th workshop. The attachments and backup material are the same as provided for the April 6th workshop.

FINANCIAL:

No financial impact associated with this item

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

Infrastructure
Downtown Entertainment and Destination District
Economic Development
Community Engagement/Diverse Environment
Neighborhood Revitalization and Attainable Housing

CITY CONTACT: Pam Curbow, Finance Director
curbowp@nactx.us
936-559-2526

ATTACHMENTS:

1. Letter
2. Master Spreadsheet
3. PowerPoint Presentation



March 28, 2022

Dear Mayor & City Council:

In November 2021, City Council held four separate workshops to discuss the City's Capital Improvement Plan (CIP). The meetings presented projects that staff at the time was aware of. We also recognized that the overall price tag to complete the reported projects was unaffordable but we believed it was important for the Council and community to know the projects needed in the short, mid, and long terms.

At the conclusion of the November meetings, staff indicated that we would go back and refine the lists and project costs and bring back projects that can be realistically achieved given our cash on hand, tax rate, and utility rates. While our economy continues to remain strong, we are continually challenged with cost escalations as a result of supply chain issues, labor shortages, and fuel prices. The April 6 workshop is designed to be more narrowed focused with City Council in discussing project decision packages that begins to address infrastructure needs.

There will be no formal action taken by City Council on April 6. However, staff is requesting consensus and direction on the project packages, the funding sources, the utilization of funds from the American Rescue Plan Act of 2021 (ARPA), and the solicitation and completion of a cost of service and rate study for utilities and solid waste. As the summer budget discussions begin, we will be needing formal action so that the appropriate tax rate is set for fiscal year 2022/2023 budget. Beyond the April 6 workshop, staff stands ready to hold additional work sessions and discussion as needed.

Respectfully,

Mario Canizares
City Manager

*City of Nacogdoches
PO Box 635030
Nacogdoches, Texas 75963
936-559-2501*

Capital Projects Summary

PROJECT	Priority Tier	Remaining Project Cost	Future FY 22 - 23	Future FY 23 - 24	Future FY 24 - 25	Future FY 25 - 26	Future FY 26-27	Cash Funded	Grant Funded	2022 CO Bond Funded	Future Unknown Funding
GENERAL FUND											
Community Facility:											
New Central Station	1	\$ 8,080,000	\$ 1,360,000	\$ 4,000,000	\$ 2,720,000					\$ 8,080,000	
Relocate SW Fire Station	2	\$ 4,360,000	\$ 400,000	\$ 300,000	\$ 3,000,000	\$ 660,000		\$ 400,000			\$ 3,960,000
Relocate NW Fire Station	2	\$ 4,050,000	\$ 250,000	\$ 300,000	\$ 3,000,000	\$ 500,000		\$ 250,000			\$ 3,800,000
Renovate Fire Station 4	2	\$ 2,754,000		\$ 220,000	\$ 1,110,000	\$ 1,424,000					\$ 2,754,000
Fire Training Facility	3	\$ 870,000				\$ 10,000	\$ 860,000				\$ 870,000
Community Facility Total		\$ 20,114,000	\$ 2,010,000	\$ 4,820,000	\$ 9,830,000	\$ 2,594,000	\$ 860,000	\$ 650,000	\$ -	\$ 8,080,000	\$ 11,384,000
Parks:											
Restrooms - Banita North Park	1	\$ 220,000	\$ 220,000							\$ 220,000	
Restrooms - Mill Pond Park	1	\$ 220,000	\$ 220,000							\$ 220,000	
Restrooms - McCrimmon and Ritchie Parks	1	\$ 440,000	\$ 440,000							\$ 440,000	
Restrooms - Lake Nacogdoches West	1	\$ 440,000	\$ 440,000							\$ 440,000	
Playground - McCrimmon Park	1	\$ 240,000	\$ 240,000							\$ 240,000	
Playground - Mill Pond Park	1	\$ 240,000	\$ 240,000							\$ 240,000	
Lake Nac West Park accessible walk to swim area	1	\$ 165,000	\$ 165,000					\$ 165,000			
Playground - Lake Nacogdoches West	2	\$ 230,000			\$ 230,000						\$ 230,000
Plarground -Maroney	2	\$ 400,000				\$ 400,000					\$ 400,000
Pioneer Park Pedestrian Bridge	2	\$ 120,000		\$ 120,000							\$ 120,000
Maroney Tennis Courts	2	\$ 550,000			\$ 550,000						\$ 550,000
Baseball Parking Expansion	2	\$ 165,000			\$ 165,000						\$ 165,000
Skate Park	3	\$ 400,000			\$ 50,000	\$ 350,000					\$ 400,000
Parks Total		\$ 3,830,000	\$ 1,965,000	\$ 120,000	\$ 995,000	\$ 750,000	\$ -	\$ 165,000	\$ -	\$ 1,800,000	\$ 1,865,000
Downtown:											
Electrical Service Main Street & Festival Park	1	\$ 350,000	\$ 350,000					\$ 350,000			
Sidewalk Repl. & Accessible Ramps (Main St.)	2	\$ 375,000		\$ 75,000	\$ 300,000						\$ 375,000
Central Garbage Sites	2	\$ 60,000		\$ 30,000		\$ 30,000					\$ 60,000
Downtown Total		\$ 785,000	\$ 350,000	\$ 105,000	\$ 300,000	\$ 30,000	\$ -	\$ 350,000	\$ -	\$ -	\$ 435,000
Facilities:											
Animal Services Center	2	\$ 8,625,000				\$ 375,000	\$ 8,250,000				\$ 8,625,000
Sunset Office & Equipment Building	2	\$ 425,000		\$ 30,000	\$ 395,000						\$ 425,000
City Hall Renovations: Phase I	3	\$ 1,170,000		\$ 70,000	\$ 550,000	\$ 550,000					\$ 1,170,000
City Hall Renovations: Phase II	3	\$ 4,800,000		\$ 400,000		\$ 2,750,000	\$ 1,650,000				\$ 4,800,000
New Service Center	3	\$ 6,400,000				\$ 900,000	\$ 5,500,000				\$ 6,400,000
City Warehouse & Stores Facility	3	\$ 800,000			\$ 50,000	\$ 750,000					\$ 800,000
Facilities Total		\$ 22,220,000	\$ -	\$ 500,000	\$ 995,000	\$ 5,325,000	\$ 15,400,000	\$ -	\$ -	\$ -	\$ 22,220,000
Streets:											
Annual Street Rehab (incl sidewalks) *Mandatory by ordinance	1	\$ 1,250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 1,250,000			
City-wide Street Rebuild to Maint. Level	2	\$ 11,200,000	\$ 5,000,000		\$ 6,200,000					\$ 5,000,000	\$ 6,200,000
Sidewalk Repairs and Additions	3	\$ 1,000,000			\$ 500,000		\$ 500,000				\$ 1,000,000
Streets Total		\$ 13,450,000	\$ 5,250,000	\$ 250,000	\$ 6,950,000	\$ 250,000	\$ 750,000	\$ 1,250,000	\$ -	\$ 5,000,000	\$ 7,200,000
Drainage:											
Annual Storm Sewer System Repairs	1	\$ 5,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000			\$ 1,000,000	\$ 4,000,000
Critical Storm System Reconstruction	1	\$ 4,000,000	\$ 4,000,000							\$ 4,000,000	
Drainage Total		\$ 9,000,000	\$ 5,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ -	\$ -	\$ 5,000,000	\$ 4,000,000
GENERAL FUND TOTAL:		\$ 69,399,000	\$ 14,575,000	\$ 6,795,000	\$ 20,070,000	\$ 9,949,000	\$ 18,010,000	\$ 2,415,000	\$ -	\$ 19,880,000	\$ 47,104,000

PROJECT	Priority Tier	Remaining Project Cost	Future FY 22 - 23	Future FY 23 - 24	Future FY 24 - 25	Future FY 25 - 26	Future FY 26-27	Cash Funded	Grant Funded	2022 CO Bond Funded	Future Unknown Funding
AIRPORT CONSTRUCTION FUND											
Airport Facilities:											
Runway and Taxiway Pavement	1	\$ 1,500,000	\$ 1,500,000					\$ 150,000	\$ 1,350,000		
Airport Development Phases (1, 2 & 3)	2	\$ 14,575,000		\$ 1,565,000	\$ 7,160,000	\$ 4,050,000	\$ 1,800,000				\$ 14,575,000
Airport Facility Total		\$ 16,075,000	\$ 1,500,000	\$ 1,565,000	\$ 7,160,000	\$ 4,050,000	\$ 1,800,000	\$ 150,000	\$ 1,350,000	\$ -	\$ 14,575,000
AIRPORT CONSTRUCTION FUND TOTAL:		\$ 16,075,000	\$ 1,500,000	\$ 1,565,000	\$ 7,160,000	\$ 4,050,000	\$ 1,800,000	\$ 150,000	\$ 1,350,000	\$ -	\$ 14,575,000

PROJECT	Priority Tier	Remaining Project Cost	Future FY 22 - 23	Future FY 23 - 24	Future FY 24 - 25	Future FY 25 - 26	Future FY 26-27	Cash Funded	Grant Funded	2022 CO Bond Funded	Future Unknown Funding
HOTEL TAX FUND											
Community Facility:											
Zion Hill Church Exhibits	1	\$ 200,000	\$ 200,000					\$ 200,000			
Zion Hill Church Parking	1	\$ 35,000	\$ 35,000					\$ 35,000			
Community Facility Total		\$ 235,000	\$ 235,000	\$ -	\$ -	\$ -	\$ -	\$ 235,000	\$ -	\$ -	\$ -
HOTEL TAX FUND TOTAL:		\$ 235,000	\$ 235,000	\$ -	\$ -	\$ -	\$ -	\$ 235,000	\$ -	\$ -	\$ -

PROJECT	Priority Tier	Remaining Project Cost	Future FY 22 - 23	Future FY 23 - 24	Future FY 24 - 25	Future FY 25 - 26	Future FY 26-27	Cash Funded	Grant Funded	2022 CO Bond Funded	Future Unknown Funding
CAPITAL PROJECTS FUND											
Annual Street Maintenance	1	\$ 3,700,000	\$ 740,000	\$ 740,000	\$ 740,000	\$ 740,000	\$ 740,000	\$ 3,700,000			
Street Maintenance Fund Projects Total		\$ 3,700,000	\$ 740,000	\$ 740,000	\$ 740,000	\$ 740,000	\$ 740,000	\$ 3,700,000	\$ -	\$ -	\$ -
CAPITAL PROJECTS FUND TOTAL:		\$ 3,700,000	\$ 740,000	\$ 740,000	\$ 740,000	\$ 740,000	\$ 740,000	\$ 3,700,000	\$ -	\$ -	\$ -

PROJECT	Priority Tier	Remaining Project Cost	Future FY 22 - 23	Future FY 23 - 24	Future FY 24 - 25	Future FY 25 - 26	Future FY 26-27	Cash Funded	Grant Funded	2022/2023 Rev Bond Funded	Future Unknown Funding
UTILITY FUND											
Waterworks:											
Water Line Additions/Replacements	1	\$ 8,750,000	\$ 2,750,000	\$ 750,000	\$ 1,750,000	\$ 1,750,000	\$ 1,750,000	\$ 6,750,000	\$ 2,000,000		
Water Line Developer Reimbursements	1	\$ 1,250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 1,250,000			
Major Water Line Repairs	1	\$ 5,000,000	\$ 300,000	\$ 2,500,000	\$ 2,200,000					\$ 5,000,000	
Water Well Rehab (one annually)	1	\$ 1,200,000	\$ 225,000	\$ 225,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 1,200,000			
SWPS Transmission Line Replacement	1	\$ 4,550,000		\$ 450,000	\$ 2,100,000	\$ 2,000,000				\$ 4,550,000	
AMI System Replacement	1	\$ 4,772,000		\$ 4,772,000				\$ 4,772,000			
N Middle Plane Elevated Storage Tank	2	\$ 1,600,000		\$ 250,000	\$ 1,350,000						\$ 1,600,000
SSPS - SWPS Interconnect	2	\$ 2,000,000		\$ 250,000	\$ 1,000,000	\$ 750,000					\$ 2,000,000
Annual Filter Rehab	2	\$ 875,000			\$ 50,000	\$ 825,000					\$ 875,000
Central Heights Distribution System	2	\$ 3,100,000		\$ 700,000	\$ 1,200,000	\$ 1,200,000					\$ 3,100,000
Central Heights Elevated Storage Tank	3	\$ 1,300,000				\$ 150,000	\$ 1,150,000				\$ 1,300,000
Waterworks Total		\$ 34,397,000	\$ 3,525,000	\$ 10,147,000	\$ 10,150,000	\$ 7,175,000	\$ 3,400,000	\$ 13,972,000	\$ 2,000,000	\$ 9,550,000	\$ 8,875,000
Wastewater:											
Banita Creek Sewer Line Replacement	1	\$ 12,925,000		\$ 3,425,000	\$ 6,400,000	\$ 3,100,000					\$ 12,925,000
Lanana Creek Sewer Line Replacement	1	\$ 13,650,000		\$ 3,250,000	\$ 5,200,000	\$ 5,200,000					\$ 13,650,000
Sewer Line Additions/Replacements	1	\$ 9,000,000	\$ 6,500,000	\$ 500,000	\$ 500,000	\$ 750,000	\$ 750,000	\$ 3,000,000	\$ 6,000,000		
Sewer Line Developer Reimbursements	1	\$ 1,250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 1,250,000			
Belt Press Building	1	\$ 1,350,000	\$ 1,350,000					\$ 1,350,000			
Clarifier Rebuild	2	\$ 1,150,000	\$ 75,000	\$ 500,000	\$ 75,000	\$ 500,000					\$ 1,150,000
TDS & Phosphate Plant Upgrades	3	\$ 2,100,000		\$ 300,000	\$ 900,000	\$ 900,000					\$ 2,100,000
Sludge Thickener System	3	\$ 775,000	\$ 775,000								\$ 775,000
Diffused Air Conversion for Digester	3	\$ 870,000			\$ 120,000	\$ 750,000					\$ 870,000
Wastewater Total		\$ 43,070,000	\$ 8,950,000	\$ 8,225,000	\$ 13,445,000	\$ 11,450,000	\$ 1,000,000	\$ 5,600,000	\$ 6,000,000	\$ -	\$ 31,470,000
UTILITY FUND TOTAL:		\$ 77,467,000	\$ 12,475,000	\$ 18,372,000	\$ 23,595,000	\$ 18,625,000	\$ 4,400,000	\$ 19,572,000	\$ 8,000,000	\$ 9,550,000	\$ 40,345,000
SANITATION FUND											
Solid Waste Collection & Disposal											
Construct New Landfill Cell Improvements	1	\$ 3,000,000			\$ 3,000,000			\$ 3,000,000			
Landfill Major Permit Amendment & Expansion	1	\$ 500,000	\$ 500,000					\$ 500,000			
Solid Waste Collection & Disposal Total		\$ 3,500,000	\$ 500,000	\$ -	\$ 3,000,000	\$ -	\$ -	\$ 3,500,000	\$ -	\$ -	\$ -
SANITATION FUND TOTAL:		\$ 3,500,000	\$ 500,000	\$ -	\$ 3,000,000	\$ -	\$ -	\$ 3,500,000	\$ -	\$ -	\$ -
GRAND TOTAL:		\$ 170,376,000	\$ 30,025,000	\$ 27,472,000	\$ 54,565,000	\$ 33,364,000	\$ 24,950,000	\$ 29,572,000	\$ 9,350,000	\$ 29,430,000	\$ 102,024,000
	tier 1	\$ 93,277,000									
	tier 2	\$ 56,614,000									
	tier 3	\$ 20,485,000									
		\$ 170,376,000									

NOTE: Items/Amounts in RED are unfunded items
& not included in the proposed packages.

Capital Improvement Program Funding Proposal FYE 2023-2027

April 6, 2022



Background

- Follow- up from Nov 2021 workshops
- Proposed Project Packages for:
 - Airport Construction Fund – All Tier 1 Items
 - Hotel Fund – All Tier 1 Items
 - Capital Projects Fund – All Tier 1 Items
 - Sanitation Fund – All Tier 1 Items
 - General Fund – Combination of Tier 1 and Tier 2 Items
 - Utility – All Tier 1 Items except Lanana/Banita Sewer

Background

- Packages as presented :
 - Do not propose tax increase; replaces “like for like” debt rate
 - Do not propose utility rate increase
- Workshop intended to obtain consensus & direction on:
 - Project packages
 - Funding recommendations
 - Use of ARPA funds
 - Completion of utility rate study

Priority Tiers Defined

- Tier 1 Immediate Need
 - » Within 1-2 years
 - » Failure may occur
 - » Possible regulatory or safety issue
- Tier 2 Expected Need
 - » Within 5 years
 - » Not a current safety issue
- Tier 3 Not a Necessity
 - » an efficiency
 - » an economical solution
 - » an enhancement to quality of life

Funding Sources

- Cash Reserves
- User Fees
- Debt
 - Property Tax Supported
 - Revenue Supported
- Grants
 - State
 - Federal
 - Private
- Federal Stimulus
 - ARPA
 - Infrastructure Bill

Airport Construction Fund

- Total Cost - \$16,075,000
 - Tier 1 – Runway/Taxiway \$ 1,500,000
 - Tier 2 – unfunded (Development) \$14,575,000
 - Tier 3 - unfunded \$ 0
- Funding Sources
 - TXDOT Aviation Grant – Fully Funded
 - City Match (\$150,000) would be from General Fund
 - Grants/Debt

Hotel Tax Fund

- Total Cost - \$235,000

– Tier 1 – Zion Hill Parking/Exhibits	\$235,000
– Tier 2 - unfunded	\$ 0
– Tier 3 - unfunded	\$ 0

- Funding Sources

- Hotel Tax Revenues
- Donations

Capital Projects Fund

- Total Cost - \$2,750,000*
 - Tier 1 – Street Maint. Program \$2,750,000
 - Tier 2 - unfunded \$ 0
 - Tier 3 - unfunded \$ 0
- Funding Sources
 - Fully Funded with Street Maint. User Fees

*\$750,000 annually for all fiscal years

Sanitation Fund

- Total Cost - \$3,500,000
 - Tier 1 – New Cell & Permit Amend. \$3,500,000
 - Tier 2 – unfunded \$ 0
 - Tier 3 - unfunded \$ 0
- Funding Sources
 - Fully Funded with Cash Reserves

General Fund

- Total Cost - \$69,399,000
 - Tier 1 - \$16,645,000
 - Tier 2 - \$ 5,650,000
 - Tier 1 – unfunded \$ 4,000,000
 - Tier 2 - unfunded \$27,664,000
 - Tier 3 - unfunded \$15,440,000
- Funding Sources
 - Cash Reserves
 - Debt -Current CO to replace expiring debt
 - Debt – Future Bond Program
 - User Fees
 - Grants

General Fund

- Proposed 2022 CO Bond Issue - \$19,880,000
 - Replaces expiring debt, no property tax debt rate increase (current rate \$0.08229/\$100)
- Central Fire Station \$ 8,080,000
- Parks Restrooms \$ 1,320,000
- Parks Playgrounds \$ 480,000
- Critical Storm System Recon. \$ 4,000,000
- Annual Storm Sewer Repairs \$ 1,000,000
- City-Wide Street Rebuild \$ 5,000,000

General Fund

- Proposed Cash Funded - \$2,159,000*

– SW & NW Fire Station Land Acquisition	\$	650,000
– Downtown Electrical Service	\$	350,000
– Lake Nac West Park Access. Walkway	\$	165,000
– Annual Street Rehab (mandatory per ordinance)	\$	250,000
– SW, NW & Station 4 Renovations	\$	594,000
– Airport Grant Match	\$	150,000

*FY 2022-23 only

Direction Needed – General Fund

- Cash Reserve Utilization
- 2022 CO Bond Issuance
 - Replaces expiring debt – No rate increase
 - August/Sept 2022
- Research options to fund future drainage costs
- Additional projects to fund if:
 - \$0.01 in property tax rate increase provides approx. \$2.5mil in debt capacity at 20 years and \$2.8mil in debt capacity at 25 years

Utility Fund

- Total Cost - \$77,467,000
 - Tier 1 - \$37,122,000*
 - Tier 1 – unfunded \$26,575,000
 - Tier 2 - unfunded \$ 8,725,000
 - Tier 3 - unfunded \$ 5,045,000
- Funding Sources
 - Cash Reserves
 - Grants - ARPA
 - Debt - Proposed 2023 Revenue bond
 - User Fees – Rate study needed
 - Debt – Future Bond Program
 - Grants/Federal Stimulus

*Total over five fiscal years

Utility Fund

- Proposed ARPA Funded - \$8,000,000
 - Sewer Line Additions & Replacements \$6,000,000
 - Major Water Line Repairs \$2,000,000

PROPOSED ARPA PROJECTS TRANCHE #1 - SANITARY SEWER

SEGMENT	LOCATION	DESCRIPTION	COST	DESIGN STATUS
6	CROSS COUNTRY	REPLACE 8"	\$369,400	85%
19	CHESTNUT STREET	UPSIZE 6" TO 8"	\$429,200	85%
20	CROSS COUNTRY	UPSIZE 6" TO 8"	\$176,700	85%
27	KENT STREET	UPSIZE 6" TO 8"	\$400,000	85%
10	VIKING TRAILERS	UPSIZE 8" TO 10"	\$690,000	85%
2019	RITCHIE STREET	REPLACE 6"	\$85,900	90%
2019	CROSS COUNTRY	REPLACE 8"	\$174,900	90%
2019	LOONEYVILLE RD	REPLACE 6"	\$188,400	90%
2019	COLEMAN STREET	UPSIZE 6" TO 8"	\$147,800	90%
2019	SH 21	UPSIZE 6" TO 8"	\$278,700	90%
2019	STALLINGS DRIVE	REPLACE 8"	\$82,100	90%
2019	PRESS ROAD	REPLACE 15" AND 24"	\$506,000	90%
		CONTINGENCIES/ADMIN	\$432,000	
		GRANT ADMIN	\$120,850	

TOTAL \$4,081,950

PROPOSED ARPA PROJECTS

Tranche #1



Utility Fund

- Proposed 2023 Revenue Bond Issue - \$9,550,000
 - Funded under current rate structure
 - Major Water Line Repairs \$5,000,000
 - SWPS Transmission Line Replacement \$4,550,000

Utility Fund

- Proposed Cash Funded - \$8,097,000*

WATER

— Water Line Additions/Replacements	\$ 750,000
— Water Line Developer Reimb	\$ 250,000
— Water Well Rehab (one annually)	\$ 225,000
— AMI System Replacements	\$ 4,772,000

SEWER

— Sewer Line Additions/Replacements	\$ 500,000
— Sewer Line Developer Reimb	\$ 250,000
— Belt Press Building	\$ 1,350,000

* FY 2022-2023 only

Direction Needed – Utility Fund

- Cash Reserve Utilization
- ARPA Funding Proposal
- 2023 Revenue Bond Issuance
 - Existing rate structure
 - Late 2022/Early 2023
- Utility Rate Study



City Council Meeting

Date: April 19, 2022

Agenda Item: 7.A.

PRESENTER: Steven Kirkland, City Attorney

ITEM/SUBJECT: Personnel Matters – Pursuant to Texas Government Code Section 551.074, deliberations regarding the appointment or employment of a public officer or employee. The subject of this executive session is to discuss the annual evaluation and extension of the City Attorney's contract.

SUMMARY/BACKGROUND: Paragraph 15 of the Agreement For Professional Services and Employment as City Attorney requires an annual review.

FINANCIAL:

No financial impact associated with this item

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

Not Applicable

CITY CONTACT: Steven Kirkland, City Attorney
kirklands@nactx.us
936-559-2503

ATTACHMENTS: