



June 7, 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 June 7, 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. RECOGNITIONS:
 - A. Recognition of Holden Kelly and Eagle Scout candidates from Troop 161 for their Eagle Scout projects. (Community Services Director)
4. 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.
5. ITEMS TO BE REMOVED FROM CONSENT AGENDA.
6. CONSENT AGENDA: Items included under Consent Agenda require little or no deliberation by Council. Approval of Consent Agenda authorizes the City Manager or his designee to proceed with conclusion of each in accordance with staff recommendations as reflected in the minutes of this meeting.
 - A. Consider approval of minutes from May 17, 2022 regular meeting. (City Secretary)
 - B. Consider rejecting bids for Sterne-Hoya House Museum and Library roof

replacement. (Community Services Assistant Director)

- C. Consider approval of a change order to the construction contract of the ongoing 2021 SWTP Filter 7 Rehabilitation Project in the amount of \$171,000. (Director of Public Works)
 - D. Consider approval of a contract extension between the City of Nacogdoches and CERES Environmental for disaster debris collection, processing and disposal services. (Purchasing Specialist)
7. 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:** Consider approval of a Zone Change from R-1, Single Family to R-4, Multi-Family for approximately 0.3 acres, being Lot 1, Block 3, of the Banita Subdivision, located at 1905 Pearl Street. This request has been submitted by Mario Wesley. Case File ZON2022-05. (City Planner)
 - B. Consider approval to name the new disc golf course at Lake Nacogdoches West Park "Iron Leaf Disc Golf Course". (John Anderson, Naming Committee Chair)
 - C. Consider approval of a contract between the City of Nacogdoches and Schaumburg & Polk, Inc. for the final completion of engineering plans and specifications for various sanitary sewer projects, in an amount not to exceed \$118,780.00 (Director of Public Works)
 - D. Consider appointment of Mayor Pro Tempore and Vice Mayor Pro Tempore. (Mayor)

8. 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 June 1, 2022 at 5 p.m. and remained posted until meeting convened.

Jan Vinson, City Secretary



City Council Meeting

Date: June 7, 2022

Agenda Item: 6.A.

PRESENTER:

ITEM/SUBJECT: Consider approval of minutes from May 17, 2022 regular 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. Minutes



Regular Session
Nacogdoches City Council
May 17, 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 and Amelia Fischer.

1. Called to order at 5:31 p.m.
2. Pledge of Allegiance.
3. Election:
 - A. Canvass results of the May 7, 2022 City Council Regular Election and consider adopting a resolution declaring the results.

Jan Vinson, City Secretary, read the results of the May 7, 2022 Regular Election from the canvassing report provided by the Nacogdoches County Election Office as follows:

There are 4,134 registered voters in the Southeast Ward. Ben Sullivan received 30 absentee votes, 42 early votes, 54 Election Day votes for a total of 126 votes. Roy Boldon received 56 absentee votes, 85 early votes, 25 Election Day votes for a total of 166 votes. Roy Boldon received a majority of the vote.

There are 3,528 registered voters in the Southwest Ward. Jay Anderson received 7 absentee votes, 33 early votes, 16 Election Day votes for a total of 56 votes. Donald Lacey received 18 absentee votes, 40 early votes, 14 Election Day votes for a total of 72 votes. Chad Huckaby received 15 absentee votes, 146 early votes, 58 Election Day votes for a total of 219 votes. Chad Huckaby received a majority of the vote.

Council Member Kathleen Belanger moved approval of the resolution declaring the results of the May 7, 2022 Regular Election; motion duly seconded by Council Member Amelia Fischer and carried by unanimous vote.

- B. Administer Statement of Officer and Oath of Office to the newly elected Council Members.

Jan Vinson, City Secretary, administered the Statement of Officer and Oath of Office to the newly elected Council Members Roy Boldon, Southeast Ward and Chad Huckaby, Southwest Ward. Council Members Boldon and Huckaby were presented with a Certificate of Election and took their place at the dais.

4. Barbara Nitis with the Unites States Small Business Administration spoke during open forum regarding disaster assistance and disaster loans from the severe storms on March 21, 2022.

Mary Roan, who lives in Northwood Circle, spoke regarding the separation agreement between the City of Nacogdoches and Jim Sevey. Ms. Roan stated that in her time in Nacogdoches she has seen the City does some foolish things. She stated that Jim Sevey was an excellent Chief of Police and what has happened to him is unconscionable.

Brad Maule, who lives on North Mound Street, congratulated the newly elected Council Members but stated that it is a sad day for Chief Sevey and his wife. He stated Chief Sevey is a good man, he was always good for the City and he is good for the City right now.

5. Council Member Chad Huckaby asked that Item 6.A. be removed from the Consent Agenda and that the approval of the minutes for May 3, 2022 be postponed until after Item 8.

6. **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 May 3, 2022 regular meeting.

Minutes unofficial until approved by City Council

- B. Consider approval of a resolution to rejoin the Texas Coalition for Affordable Power (TCAP) for the procurement of future electric services and to authorize the City Manager to execute any associated agreements.
- C. Consider approval of a Mutual Aid Agreement between the City of Nacogdoches and City of San Augustine for the provision of law enforcement during an emergency.
- D. Consider acceptance of donation in the amount of \$12,375 to the Nacogdoches Public Library through the 2022 National Endowment of the Arts Big Read Grant program.

Council Member Chad Huckaby moved approval of Items 6 B, C and D; motion duly seconded by Council Member Roy Boldon and carried by unanimous vote.

7. **REGULAR AGENDA:**

- A. Receive a report, hold a discussion and give staff directions on delinquent tax collections and management of properties struck off at tax foreclosure sales.

Mario Canizares, City Manager, introduced Patrick Woods with Purdue, Brandon, Fielder, Collins and Mott, LLP who contracts with the Nacogdoches Central Appraisal District for collection of delinquent taxes.

Mr. Woods, Attorney, discussed their staff, their experience, their reputation and their collection program. Doug Burnside, Attorney, reviewed the delinquent tax collections for 2019 which was approximately 61%. He also discussed the 2020 and 2021 tax collections, account breakdown, tax deferrals, litigation and partial pay.

City Council discussed steps taken prior to litigation, payment plan availability, taxes for citizens over 65 and deferred taxes.

Council Member Belanger asked that an item be placed on the agenda at the end of June or early July for discussion regarding freezing property taxes for citizens over age 65 and citizens who are disabled.

- B. Receive a report, hold a discussion and give staff direction on implementing a Tax Warrant Program.

City Attorney Steven Kirkland discussed the Tax Warrant Program stating that it will expedite the foreclosure process for properties that qualify as abandoned. The City will be starting this process now which will increase the number of properties going to foreclosure and will allow the properties to be resold.

At a previous City Council meeting, City Council discussed the possibility of using these foreclosed properties as a seed for land banking. Mr. Kirkland stated statutes won't allow for both Tax Warrant Program and land banking. The City will also begin using Texas Communities Group (TCG) which is an enhanced marketing program for properties that get struck off from the taxing entity.

City Council discussed property loss due to heir's property, process for locating property heirs and the roll of non-profit organizations.

- C. **Public Hearing:** Consider approval of a Specific Use Permit for an Accessory Apartment, for Lot 3, City Block 4, located at 504 North Mound Street. This request has been submitted by Michael & Marianne Elliott Keller. Case File SUP2022-02.

City Planner Alaina Helton stated the property is currently zoned single-family and the owners are requesting to build an accessory apartment behind the primary home which will be restricted to immediate family members and staff. This property is located in the Washington Historic Overlay District therefore the property owner must obtain a certificate of appropriateness from the Nacogdoches Historic Landmark Preservation Committee (HLPC). The HLPC did approve the proposal including design and building materials at their meeting on April 4, 2022.

Mayor Mize closed the public hearing.

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

- D. **Public Hearing:** Consider approval of a Zone Change from R-2, Single Family to R-3, Two Family for approximately 1.5 acres, being lots 1-10, of the Berger Hill Addition, generally located at the southeast corner of Nash and Dolph Street. This request has been submitted by Rolando Rodriguez. Case File ZON2022-04.

City Planner Alaina Helton stated this property is currently undeveloped. The property owner is planning to develop the vacant lots with two-family (duplex) residences. One property owner replied to the notification letters stating he was opposed to the request because he wanted the area to remain single-family.

City Council discussed number of owner occupied units versus rental property in the area and the 20% rule.

Mayor Mize closed the public hearing.

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

- E. **Public Hearing:** Consider approval of a Zone Change from PD, Planned Development District to R-4, Multi Family for approximately 3 acres, being Lots 5 and 6, Block 4, of the Creek Bend Subdivision – Unit 2, generally located at the southeast corner of South Steen Drive and Creek Bend Blvd. This request has been submitted by Mario Wesley. Case File ZON2022-03. (City Planner) **(PLEASE NOTE THAT AT THE REGULAR MEETING OF THE PLANNING & ZONING COMMISSION HELD ON MAY 9TH, 2022, THE COMMISSION VOTED UNANIMOUSLY TO POSTPONE THE PUBLIC HEARING TO THE REGULAR MEETING OF THE PLANNING & ZONING COMMISSION ON JUNE 13, 2022.)**

Mayor Mize closed the public hearing.

Council Member Kathleen Belanger moved to postpone Item 7.E. until after the Planning and Zoning Commission meeting; motion duly seconded by Council Member Fischer.

Council Member Chad Huckaby moved to amend the original motion to postpone Item 7.E. to June 21, 2022; motion duly seconded by Council Member Kathleen Belanger and carried by unanimous vote.

Mayor Mize called for a vote on the original motion as amended and it carried by unanimous vote.

City Council convened in Executive Session at 6:53 p.m.

8. **EXECUTIVE SESSION:**

- A. Personnel Matters – Pursuant to Texas Government Code Section 551.074, deliberations regarding the employment of a public officer or employee. The subject of this executive session is to report on negotiations for a separation agreement with the Chief of Police.

City Council reconvened in open session at 8:09 p.m.

Bill Clark who lives on North Pecan Street spoke during public comment stating he assumed Jim Sevey was on administrative leave due to medical issues but stated he heard later that was not true. Mr. Clark spoke very highly of Mr. Sevey and his contributions to the City of Nacogdoches. He said it would be a mistake to lose Mr. Sevey.

9. Council Member Kathleen Belanger moved to authorize the City Manager to negotiate a separation agreement with the Chief of Police for six months salary and an amount to cover COBRA health insurance for him and his spouse for six months; motion duly seconded by Council Member Chad Huckaby and carried by unanimous vote.

6.A. Council Member Amelia Fischer moved approval of the minutes from May 3, 2022 minutes; motion duly seconded by Council Member Roy Boldon and carried by unanimous vote.

10. Adjourned 8:12 p.m.

ATTEST:

Mayor Jimmy Mize
City Council
City of Nacogdoches

Jan Vinson, City Secretary

PRESENTER: Jessica Sowell, Community Services Asst Director

ITEM/SUBJECT: Consider rejecting bids for Sterne-Hoya House Museum and Library roof replacement. (Community Services Assistant Director)

SUMMARY/BACKGROUND: One of the maintenance projects slated for this year for Historic Sites is a complete roof replacement on the Sterne-Hoya House Museum and Library. We originally estimated at \$44,000 for this project based on an estimate from Marsh Waterproofing in March of 2021.

The City advertised bids and received 2 responses for the Sterne-Hoya roof replacement project. The low bid was from Marsh Waterproofing for \$94,000. The high bid was from S. Goodwin Roofing for \$103,760.

Staff contacted Tim Marsh, owner of Marsh Waterproofing, to get some explanation about the price difference. Mr. Marsh told us that there is a roof material shortage and the prices for the materials are marked up about 4 times "normal" prices.

Due to the bids being significantly higher than anticipated, and roofing prices being extremely high, staff is requesting to reject all bids. City staff will work with contractors to better estimate our scope and pricing.

FINANCIAL:

No financial impact associated with this item

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

Infrastructure

CITY CONTACT: Jessica Sowell, Community Services Assistant Director
sowellj@nactx.us
936-559-2940

ATTACHMENTS: 1. Bid Tabulation



City of Nacogdoches, Texas Bid Tabulation Sheet

REQUISITION NUMBER: _____

DEPARTMENT: Historic Sites

Item No.	Qty.	UOM	Description	BIDDER A		BIDDER B		BIDDER C	
				Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension
1	1	ea	Sterne-Hoya Roof Replacement	1	\$103,760.00	1	\$94,000.00	1	
2		ea							
3		ea							
4		ea							
5		ea							
6		ea							
TOTAL:					\$103,760.00	TOTAL:	\$94,000.00	TOTAL:	

BIDDER A:

Company Name: S. Goodwin Roof Service LLC
Contact: Richard Goodwin
Phone: 936-558-9131
Address: 2524 U.S. Hwy 96 N. Center, TX 75935

BIDDER B:

Company Name: Marsh Waterproofing
Contact: Tim Marsh
Phone: 409-769-0459
Address: 240 Main St. Suite #2 Vidor, TX 77662

BIDDER C:

Company Name: _____
Contact: _____
Phone: _____
Address: _____

TABULATED BY: Jessica Sowell

PRESENTER: Steve Bartlett, Public Works Director

ITEM/SUBJECT: Consider approval of a change order to the construction contract of the ongoing 2021 SWTP Filter 7 Rehabilitation Project in the amount of \$171,000. (Director of Public Works)

SUMMARY/BACKGROUND: The 2021 SWTP Filter 7 Rehabilitation Project was awarded to Stolz Mechanical Contractors in April and orders are being processed for materials to begin the work. Replacement of butterfly valves and actuators of varying sizes throughout the Filter gallery were included in the original scope of the project. After the design was completed, several more valves and actuators failed and are in need of replacement. With the rapid rise in material costs, and the fact that a contractor will already be on-site replacing similar components, staff believes that including these valves as a change order to the current project will provide the quickest and most economical opportunity to have these additional valves replaced. Replacing them under a separate bid project would delay the repairs by many months at an elevated cost.

The recently awarded contract amount for this project is \$885,732.00. The proposed change order of \$171,000 for the additional twelve (12) valves and actuators will revise the contract with Stolz Mechanical to \$1,056,732.00, which is still below the total budget for this project. The increased contract amount will be below the allowed 25% contract increase threshold. Staff recommends approval of Change Order 1 in the amount of \$171,000.

FINANCIAL:

Item is budgeted:

Account No.: 30.179.36

Account Name: *Utility Fund Construction in Progress - Water Production*

Amount: \$1,500,000

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

Infrastructure

CITY CONTACT: Steve Bartlett, Director of Public Works
bartletts@nactx.us
936-559-2522

ATTACHMENTS: 1. Change Order

KSA 6781 Oak Hill Blvd. Tyler, TX 75703 CHANGE ORDER No. 1		Date May 25, 2022	
		Project No. NC.145	
		Location Nacogdoches, TX	
To (Contractor) Stolz Mechanical Contractors, LLC 15101 FM 1155 E. Washington, TX 77880		Job Description 2021 SWTP Filter 7 Rehabilitation Project	
		Total Contract Price: Original \$885,732.00 Previous CO / WO \$0.00 Current \$885,732.00	
You are hereby requested to comply with the following changes from the contract plans and specifications:			
Item No. (1)	Description of changes – quantities, units, Unit price, change in completion schedule, etc. (2)	Decrease in Contract price (3)	Increase in Contract price (4)
CO 1.1	Item 1.11 - Remove Existing 8-in Butterfly Valve and Actuator: Increase quantity by 5 EA @ \$1,000.00		\$5,000.00
CO 1.2	Item 1.14 - Install 8-in Butterfly Valve and Actuator: Increase quantity by 5 EA @ \$4,500/EA		\$22,500.00
CO 1.3	Add Item 1.16 - Remove Existing 6-in Butterfly Valve and Actuator: 4 EA @ \$1,000.00		\$4,000.00
CO 1.4	Add Item 1.17 - Remove Existing 18-in Butterfly Valve and Actuator: 3 EA @ \$2,500.00		\$7,500.00
CO 1.5	Add Item 1.18 - Install 6-in Butterfly Valve and Actuator: 4 EA @ \$4,500.00		\$18,000.00
CO 1.6	Add Item 1.19 - Install 18-in Butterfly Valve and Actuator: 3 EA @ \$38,000.00		\$114,000.00
	Change in contract price due to this Change Order:		
	Total Decrease	\$0.00	
	Total Increase		\$171,000.00
	Difference between Columns (3) and (4)		\$171,000.00
The sum of \$171,000.00 is hereby (unchanged) (added to) (deducted from) the total contract price, and the total adjusted contract price to date thereby is \$1,056,732.00			
The time provided for completion in the contract is (unchanged) (increased by) (decreased by) 15 additional calendar days added to the contract time for a total adjusted contract time of 195 calendar days for substantial completion. This document shall become an amendment to the contract and all provisions of the contract will apply hereto.			
Recommended by (Engineer)	 _____ KSA		5-25-2022 _____ Date
Accepted by (Contractor)	Quinn Collins Vice President  _____ Stolz Mechanical Contractors, LLC		5/25/22 _____ Date
Approved by (Owner)	_____ City of Nacogdoches		_____ Date



City Council Meeting

Date: June 7, 2022

Agenda Item: 6.D.

PRESENTER: Drew Flores, Purchasing Specialist

ITEM/SUBJECT: Consider approval of a contract extension between the City of Nacogdoches and CERES Environmental for disaster debris collection, processing and disposal services.
(Purchasing Specialist)

SUMMARY/BACKGROUND: CERES Environmental was chosen through a Request for Proposal (RFP) process in September 2019 to provide emergency debris handling services in the event of a catastrophic event such as a hurricane or ice storm. The initial contract allows for annual renewals for a total duration of six (6) years. CERES has requested a 5.4% CPI based cost increase for services for this annual renewal. This contract is only utilized in the event of an emergency and if there is no event then there is no fee.

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: Drew Flores, Purchasing & Contract Specialist
floresd@nactx.us
936-559-2539

ATTACHMENTS:

1. CERES Renewal June 2022
2. CERES - June 2022 Renewal - CPI Justification

**EXTENSION OF AGREEMENT
FOR DISASTER DEBRIS COLLECTION, PROCESSING AND DISPOSAL SERVICES**

This Extension of Agreement for Disaster Debris Collection, Processing, and Disposal Services made and entered into the 17th day of June 2022 by and between the City of Nacogdoches hereinafter referred to as "CITY" and having its principal place of business at 202 E. Pilar Street, Nacogdoches, TX 75963 AND Ceres Environmental Services, Inc., hereinafter referred to as "CONTRACTOR" and having its principal place of business at 9945 Windfern Road, Houston, Texas 77064.

WITNESSETH:

WHEREAS, CITY and CONTRACTOR entered into an Agreement for Disaster Debris Collection, Processing, and Disposal Services dated June 17, 2020, by which CONTRACTOR serves as the primary vendor to provide all labor, material and equipment required for the clean-up, demolition, removal, reduction and disposal of debris so as to provide CITY disaster recovery assistance on an as-needed basis; and

WHEREAS, Section 4 of the Agreement for Disaster Debris Collection, Processing, and Disposal Services has a contract period of one year with the option of five (1) one year extensions. CITY and CONTRACTOR desire to modify the Agreement so as to extend the term for an additional year from June 17, 2022 through to June 17, 2023.

WHEREAS, Page 20, Paragraph 39 of the RFP Document has an escalation clause allowing for a price adjustment on the contract anniversary date based on the United States Department of Labor, Bureau of Labor Statistics' Consumer Price Index for All Urban Consumers or as mutually agreed to by both parties.

WHEREAS, it has been agreed by both parties to increase the Unit Rates in the Fee schedule, Attachment A-1 Part I by 5.4 %, a copy of the new revised fee schedule is attached herewith.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL CONVENANTS CONTAINED HEREIN, IT IS AGREED that the term of the Agreement is hereby modified so as to extend the term thereof until 17th day of June, 2023.

IN WITNESS WHEREOF this extension of Agreement for Disaster Debris Clearance and Removal Services has been signed and sealed, in duplicate, by the respective parties hereto.

Dated this the _____ day of June 2022.

CITY OF NACOGDOCHES

CERES ENVIRONMENTAL SERVICES, INC.

Mario Canizares
City Manager

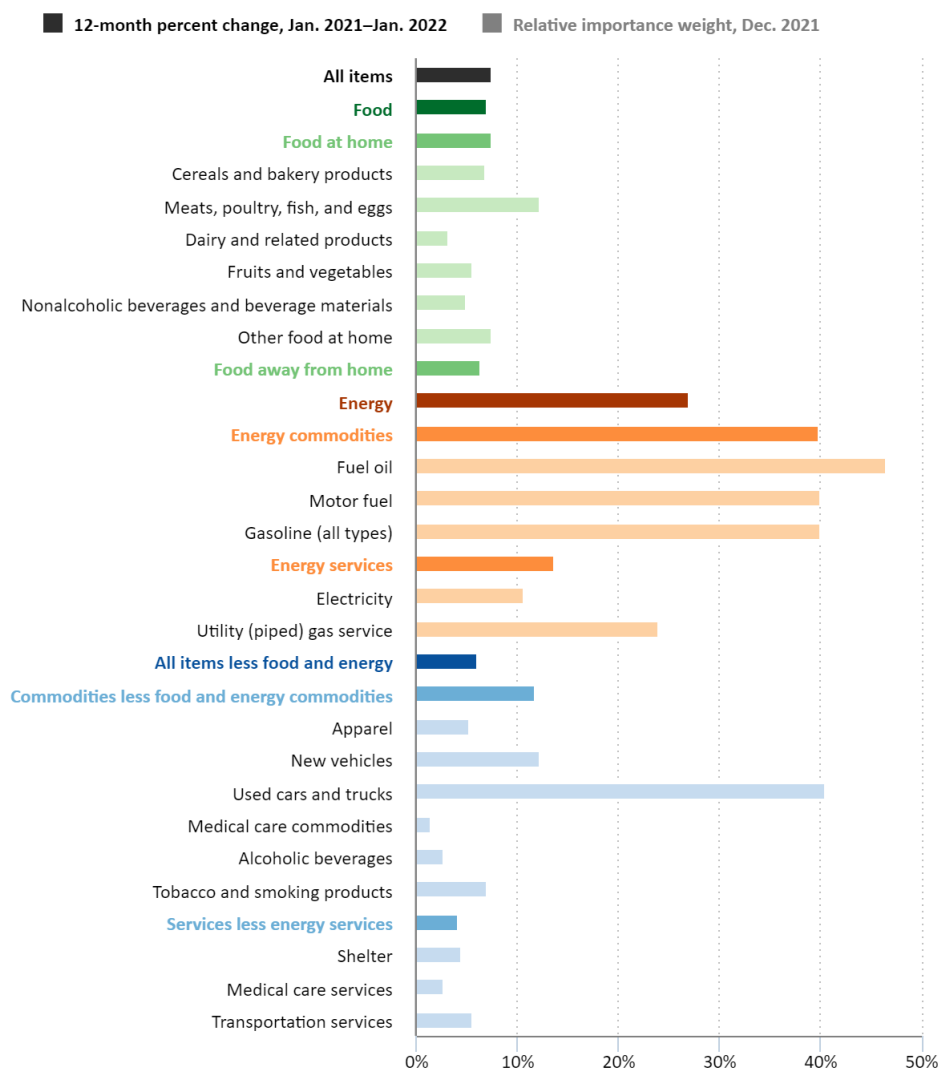
By:
Title:

As justification for the 5.4% price increase, we would like to attach the U.S. Bureau of Labor Statistics chart (published in February 2022) that shows consumer prices are up 7.5%, with transportation services up 5.6%. We feel that 5.4% is a fair increase given the published data.

All data taken from <https://www.bls.gov/opub/ted/2022/consumer-prices-up-7-5-percent-over-year-ended-january-2022.htm>

Expenditure category	12-month percent change, Jan. 2021–Jan. 2022	Relative importance weight, Dec. 2021
All Items	7.5%	100.000%
Fuel Oil	46.5	0.115
Motor Fuel	40.0	3.822
Gasoline (All types)	40.0	3.822
Transportation Services	5.6	5.599

Consumer Price Index for All Urban Consumers, 12-month percent change, by expenditure category, January 2022



Click legend items to change data display. Hover over chart to view data.
Source: U.S. Bureau of Labor Statistics.



ELIGIBLE WORK:

Item	Type of Work/Description of Services	Qty	Unit	Bid Amount	CPI INCREASE 5.4% June 2022
1	Mobilization (upon contract activation) and demobilization.	1	EA	\$ 250.00	\$ 263.50
2	Remove burnable vegetative debris from public property and right-of-ways, load, transport, and dump at TDSRS.	1	CY	\$ 8.62	\$ 9.09
3	Remove non-burnable vegetative debris from public property and right-of-ways, load, transport, and dump at TDSRS.	1	CY	\$ 8.79	\$ 9.26
4	TDSRS management based on per cubic yards delivered to site.	1	CY	\$ 1.14	\$ 1.20
5	Site preparation, tower installation, etc., and site closure for TDSRS.	1	EA	To be negotiated	
6	Segregation (if required) of mixed debris at TDSRS into burnable and non-burnable debris piles.	1	CY	\$ 0.86	\$ 0.91
7	Reduction of burnable debris by chipping or tub grinding.	1	CY	\$ 2.98	\$ 3.14
8	Reduction of burnable debris by open burning or air curtain pit burner.	1	CY	\$ 2.48	\$ 2.61
9	Disposal of non-burnable debris and ash.	1	CY	\$ 6.98	\$ 7.36
<u>OTHER ELIGIBLE WORK:</u>					

Item	Type of Work/Description of Services	Qty	Unit	Bid Amount	
10	Remove burnable vegetative debris from private property, load, transport, and dump at TDSRS.	1	CY	\$ 9.98	\$ 10.52
11	Remove non-burnable vegetative debris from private property, load, transport, and dump at TDSRS.	1	CY	\$ 10.73	\$ 11.31
12	Remove hazardous tree stump 24" up to, but less than, 36" in diameter, load, haul and dump at TDSRS.	1	EA	\$ 113.58	\$ 119.71
13	Remove hazardous tree stump 36" up to, but less than, 48" in diameter, load, haul and dump at TDSRS.	1	EA	\$ 227.15	\$ 239.42
14	Remove hazardous tree stump greater than 48" in diameter, load, haul and dump at TDSRS.	1	EA	\$ 340.73	\$ 359.13
15	Grind hazardous tree stump - less than 24" in diameter - below ground level and backfill hole with wood chips and/or topsoil.	1	EA	\$ 56.79	\$ 59.86
16	Grind hazardous tree stump - 24" up to, but less than, 36" in diameter - below ground level and backfill hole with wood chips and/or topsoil.	1	EA	\$ 85.18	\$ 89.78
17	Grind hazardous tree stump - 36" up to, but less than, 48" in diameter - below ground level and backfill hole with wood chips and/or topsoil.	1	EA	\$ 141.97	\$ 149.64

18	Grind hazardous tree stump – that is greater than 48” in diameter – below ground level and backfill hole with wood chips and/or topsoil.	1	EA	\$	198.76	\$ 209.49
19	Remove household hazardous waste from public property and right-of-ways, load, transport, and dump at TDSRS.	1	CY	\$	46.98	\$ 49.52
20	Remove household hazardous waste from private property, load, transport, and dump at TDSRS.	1	CY	\$	46.98	\$ 49.52
21	Cut/remove hazardous hanging tree limb “hanger” that is greater than 2” in diameter and dispose of as regular vegetative debris.	1	TREE	\$	73.82	\$ 77.81
22	Cut/remove hazardous tree “leaner” – 6” up to, but less than, 18” in diameter - and dispose of as regular vegetative debris.	1	EA	\$	56.79	\$ 59.86
23	Cut/remove hazardous tree “leaner” – 18” up to, but less than, 36” in diameter – reduce and dispose of as regular vegetative debris.	1	EA	\$	170.37	\$ 179.57
24	Cut/remove hazardous tree “leaner” – 36” up to, but less than, 72” in diameter – reduce and dispose of as regular vegetative debris.	1	EA	\$	340.73	\$ 359.13
25	Cut/remove hazardous tree “leaner” – greater than 72” in diameter – reduce and dispose of as regular vegetative debris.	1	EA	\$	511.10	\$ 538.70

26	Remove construction and demolition debris from public property and right-of-ways, load, transport, and dump at TDSRS or landfill.	1	CY	\$ 9.98	\$ 10.52
27	Remove construction and demolition debris from private property, load, transport, and dump at TDSRS or landfill.	1	CY	\$ 10.73	\$ 11.31
28	Remove white goods from public property and right-of-ways, load, transport, and dump at TDSRS or landfill.	1	CY	\$ 97.50	\$ 102.77
29	Load, transport, and dump animal carcasses at designated landfill.	1	CY	\$ 112.44	\$ 118.51
30	Load, transport, and dump putrescent refuse at designated landfill	1	CY	\$ 22.15	\$ 23.35
31	Load, transport, and dump debris removed from canals, rivers, creeks, streams and ditches.	1	CY	\$ 22.15	\$ 23.35
32	Remove and recycle Freon from white goods.	1	EA	\$ 44.29	\$ 46.68
33	Remove and dispose of electronic waste.	1	CY	\$ 56.22	\$ 59.26
34	Remove and dispose of hazardous or toxic waste	1	CY	To be negotiated	

LABOR CHARGES:

Item	Personnel Rates	Qty	Unit	Bid Amount	
35	Superintendent	1	HR	\$ 67.01	\$ 70.63
36	Foreman	1	HR	\$ 49.97	\$ 52.67
37	Skilled laborer	1	HR	\$ 38.62	\$ 40.71
38	Semi-skilled laborer	1	HR	\$ 32.94	\$ 34.72
39	General laborer	1	HR	\$ 32.94	\$ 34.72

40	Equipment operator (all types of equipment including aerial lifts)	1	HR	\$	51.11	\$	53.87
41	Administrative office assistant	1	HR	\$	38.62	\$	40.71
42	Inspector	1	HR	\$	44.29	\$	46.68
43	Tree climber	1	HR	\$	98.00	\$	103.29
44	Freon recovery technician	1	HR	\$	44.29	\$	46.68
45	Electronic waste disposal technician	1	HR	\$	44.29	\$	46.68
46	Survey person	1	HR	\$	44.29	\$	46.68
47	Mobile mechanic	1	HR	\$	51.11	\$	53.87
48	Truck driver	1	HR	\$	44.29	\$	46.68

MATERIAL CHARGES:

49	Materials shall be charged at actual cost plus a percentage. Insert % markup.	14%
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EQUIPMENT CHARGES:

Item	Equipment Rates	Qty	Unit	Bid Amount	
50	Air Curtain Pit Burner	1	HR	\$ 61.33	\$ 64.64
51	Aerial device, insulated, up to 50' working height	1	HR	\$ 152.19	\$ 160.41
52	Aerial device, insulated, 50' to 75' working height	1	HR	\$ 163.55	\$ 172.38
53	Arrowboard, directional, trailer-mounted	1	DAY	\$ 51.11	\$ 53.87
54	Chipper, Brush, trailer-mounted, 12" chipping capacity, up to 100HP	1	HR	\$ 38.62	\$ 40.71
55	Chipper, Brush, trailer-mounted, 15" chipping capacity, 101 HP to 125 HP	1	HR	\$ 55.65	\$ 58.66
56	Chipper, Brush, trailer-mounted, 18" chipping capacity, over 126 HP	1	HR	\$ 67.01	\$ 70.63

57	Crane, hydraulic, mobile, truck-mounted, up to 25-ton	1	HR	\$	164.69	\$	173.58
58	Crane, hydraulic, mobile, truck-mounted, 26-ton to 50-ton	1	HR	\$	278.26	\$	293.29
59	Crane, hydraulic, mobile, truck-mounted, 51-ton to 100-ton	1	DAY	\$	452.04	\$	476.45
60	Dozer , crawler, up to 105 HP	1	HR	\$	78.37	\$	82.60
61	Dozer , crawler, 106 HP to 160 HP	1	HR	\$	89.73	\$	94.58
62	Dozer , crawler, 161 HP to 250 HP	1	HR	\$	169.23	\$	178.37
63	Excavator, hydraulic, crawler, 1 CY bucket capacity, up to 90 HP	1	HR	\$	106.76	\$	112.53
64	Excavator, hydraulic, crawler, 1.5 CY bucket capacity, 91 HP to 160 HP	1	HR	\$	118.12	\$	124.50
65	Excavator, hydraulic, 2.5 CY bucket capacity, 161 HP to 265 HP	1	HR	\$	135.16	\$	142.46
66	Excavator, hydraulic, rubber-tired, up to 1 CY bucket capacity, up to 95 HP	1	HR	\$	153.33	\$	161.61
67	Grinder, stump, trailer-mounted, up to 35 HP	1	HR	\$	51.11	\$	53.87
68	Grinder, stump, trailer-mounted, 36 HP to 75 HP	1	HR	\$	62.47	\$	65.84
69	Grinder, tub, up to 440 HP	1	HR	\$	391.84	\$	413.00
70	Grinder, tub, 441 HP to 630 HP	1	HR	\$	448.63	\$	472.86
71	Grinder, tub, 631 HP to 760 HP	1	HR	\$	505.42	\$	532.71
72	Grinder, tub, over 761 HP	1	HR	\$	562.21	\$	592.57
73	Loader, rubber-tired, 1 CY bucket capacity, up to 60 HP	1	HR	\$	106.76	\$	112.53
74	Loader, rubber-tired, 2 CY bucket capacity, 61 HP to 105 HP	1	HR	\$	118.12	\$	124.50

75	Loader, rubber-tired, 3 CY bucket capacity, 106 HP to 152 HP	1	HR	\$	146.51	\$	154.42
76	Loader, skid-steer, 1,000 lb. operating capacity, up to 35 HP	1	HR	\$	72.69	\$	76.62
77	Loader, skid-steer, 2,000 lb. operating capacity, 36 HP to 65 HP	1	HR	\$	84.05	\$	88.59
78	Loader, skid-steer, 3,000 lb. operating capacity, 66 HP to 85 HP	1	HR	\$	89.73	\$	94.58
79	Prentice knuckle-boom (self loader), or equal, with debris grapple	1	HR	\$	169.23	\$	178.37
80	Tele handler, or equal, with debris grapple	1	HR	\$	135.16	\$	142.46
81	Tractor-loader-backhoe, 1 CY bucket capacity, up to 70 HP	1	HR	\$	89.73	\$	94.58
82	Tractor-loader-backhoe, 1.5 CY bucket capacity, 71 HP to 95 HP	1	HR	\$	95.40	\$	100.55
83	Tractor-loader-backhoe, 1.75 CY bucket capacity, 96 HP to 115 HP	1	HR	\$	112.44	\$	118.51
84	Traffic control devices (cones, flags, etc.) (lot)	1	DAY	\$	224.88	\$	237.02
85	Truck, dump, single-axle, up to 5 CY bed capacity	1	HR	\$	61.33	\$	64.64
86	Truck, dump, tandem-axle, 14 – 18 CY bed capacity	1	HR	\$	72.69	\$	76.62
87	Truck, dump & trailer combination, 24 – 40 total CY bed capacity	1	HR	\$	89.73	\$	94.58
88	Truck, dump & trailer combination, 41 – 60 total CY bed capacity	1	HR	\$	101.08	\$	106.54
89	Truck, light-duty, Class 1, maximum 6,000 lb. GVWR	1	HR	\$	17.04	\$	17.96

90	Truck, light-duty, Class 2, 6,001 to 10,000 lb. GVWR	1	HR	\$	22.72	\$ 23.95
91	Truck, light-duty, Class 3, 10,001 to 14,000 lb. GVWR	1	HR	\$	28.39	\$ 29.92

PRESENTER: Alaina Helton, City Planner

ITEM/SUBJECT: Public Hearing: Consider approval of a Zone Change from R-1, Single Family to R-4, Multi-Family for approximately 0.3 acres, being Lot 1, Block 3, of the Banita Subdivision, located at 1905 Pearl Street. This request has been submitted by Mario Wesley. Case File ZON2022-05. (City Planner)

SUMMARY/BACKGROUND: The request is for a zone change from R-1, Single Family to R-4, Multi-Family for approximately 0.3 acres located at the northwest corner of Ellington and Pearl Street. The R-4, Multi-Family Dwelling District is intended for higher density residential areas which may contain a mixture of single-family, two-family, and multiple-family dwellings. The applicant has stated that the property owner intends to maintain the current single family residence located on the property, and construct a duplex on the west side of the lot, behind the existing residence.

Adjacent Land Use & Zoning

The subject property is zoned R-1, Single Family and is currently developed as a *Single Family Residence*. The surrounding zoning and land uses are as follows:

Direction	Comprehensive Plan	Zoning	Land Use
North	Single Family Residential	R-1, Single Family	Single Family
South (Across Ellington St.)	Single Family Residential	R-1, Single Family	Single Family
East (Across Pearl St.)	Single Family Residential	R-1, Single Family	Single Family
West	Rural Development	R-4, Multi-Family	Multifamily

This area includes a mix of low and high density residential zoning and development patterns. The subject property and surrounding lots fronting along this portion of Pearl St. (1800 & 1900 Block) are zoned and developed as single family. The adjacent property to the west is zoned R-4, Multi-Family and developed as a multifamily apartment complex (Riverside Park Apartments). This area also includes multifamily zoning and development located in close proximity to the east along Ellington St. (Ellington Court Apts.), and to the north along Pearl St., just south of W. College St (Banita Creek Apts.).

Since the original Banita Subdivision was developed in the 1960's this area has seen substantial growth and increases in residential density, primarily due to its central location and proximity to the SFA university campus. This transition to a more dense development pattern has followed the growth and increases in enrollment at SFA, including large multifamily projects built in the 1970s (Riverside and Northridge Apts.) and 1980s (Banita Creek Apts.), with more recently

multifamily projects in the immediate area constructed in 2013 (Ellington Court Apts.).

STAFF REVIEW: 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 subject property is located on the northeast corner of Pearl Street and Ellington Street, where Ellington St. dead-ends into the adjacent apartment complex to the west. The property is larger than typical lots that are zoned R-1, and other lots located within the subdivision, having a lot area of approximately 13,500 square feet (R1 min. is 8,250 sq. ft.). The lot sizes within the subdivision vary, with smaller lots to the north (11–12,000 sq. ft.), and larger lots located to south along Pearl Street (15–16,000 sq. ft.).

The applicant has stated that the property owner intends to maintain the existing residence and construct a new duplex on the west of the property. If the existing residence is removed and the property redeveloped under the R-4 district, the density maximums allowed by City Code would permit up to two (2) duplex structures (4 dwelling units), or a multifamily structure with up to 9 dwelling units. Based on the existing multifamily development in the area, the additional dwelling units permitted by the R-4 zoning district would not significantly impact the overall density of the neighborhood, but would be an increase in density compared to other properties fronting onto Pearl St. in the immediate vicinity. This request would also provide affordable housing within walking distance to the SFA campus and nearby restaurants and businesses.

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 surrounding properties are all developed. The rezoning would not impede the orderly growth of adjacent properties.

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

The subject property currently takes direct access from Ellington St. The property has access to public utilities, with 12-inch water and 6-inch sewer mains located along Pearl and Ellington St.

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 and duplex construction is not subject to commercial district landscaping requirements. If the owner decides to construct a multifamily structure, commercial district landscaping and residential screening requirements will apply.

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*. This FLUP category is described as, “Conventional one-family detached dwellings (also includes duplexes).”

Thoroughfare Plan

Pearl and Ellington St. are minor roads that serve as direct access for the other residential uses in the area. The roadway is adequate to accommodate the nature and volume of traffic typically generated by the proposed use.

Land Use Policies, Goals & Objectives

This rezoning is a response to current needs for 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 stated Goals and Objectives of the 2003 Comprehensive Plan.

NOTICES:

Of the 12 notices mailed to property owners within the 200 foot notification area, Staff received three (3) written responses in opposition to the zone change, citing concerns for noise, lighting and overcrowding issues due to the additional density permitted in the proposed zoning district. In addition to the 200 foot notification letters referenced above, this zoning application was 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.

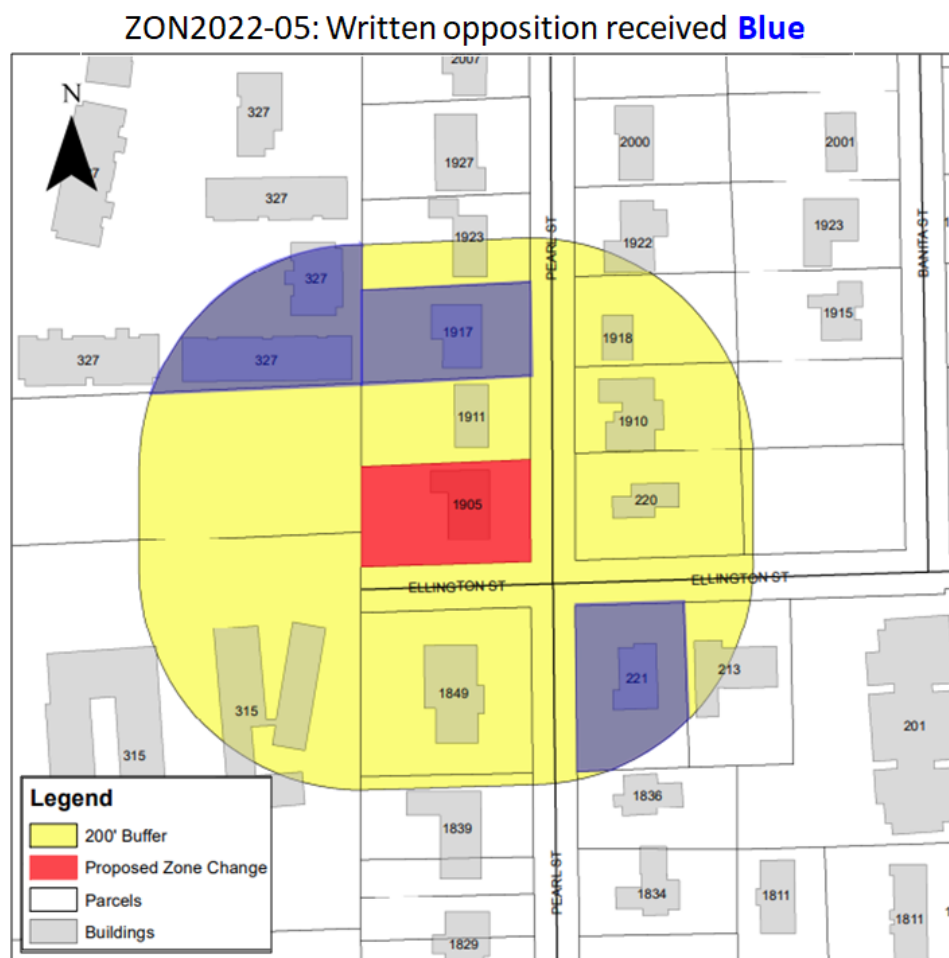
Neighborhood Input: The applicant held a neighborhood meeting for the property owners within 500 feet of the subject property on April 27, 2022 to discuss the rezoning request. The applicant,

property owner, City staff and two (2) property owners/residents attended the meeting, one of which was in support of the request, and the other expressed concerns that the multifamily zoning could prompt additional R-4 zoning requests from other property owners located along Pearl Street. The property owner in support of the request resides at 1911 Pearl Street, and the property owner with concerns resides at 221 Ellington Street.

20% Rule

Section 118-141. - Protest of proposed change in zoning, of the Zoning Ordinance describes the process for adjacent property owners to submit protest against a zone change request. This section states that if a proposed zone change is protested by 20% of the adjacent property owners, the proposed zone change must receive the affirmative vote of at least three-fourths of all members of the governing body in order to be approved. The protest must be written, and signed by the owners of at least 20% of the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area. This is the area between the boundaries of the property being rezoned, and the edge of the 200-foot buffer.

As of the time of this staff report, the opposition letters received from the neighboring property owners represent approximately 19.5% of the area of the land located within the 200 notification area. Therefore, the proposed zone change must receive the affirmative vote of a simple majority of a quorum of the City Council in order to be approved. The image below shows the land area included in the 200-foot buffer area calculation in yellow, and the property owners who have submitted written opposition in blue:



REDOMMENDATION:Staff Recommendation

Based on the above findings, Staff recommends approval of a change of zoning for the subject property from R-1, Single Family to R-4, Multi-Family.

Planning & Zoning Commission Recommendation

The Planning & Zoning Commission considered this item at their regular meeting on May 23, 2022 and voted to approve (3-2) the request.

FINANCIAL:

No financial impact associated with this item

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

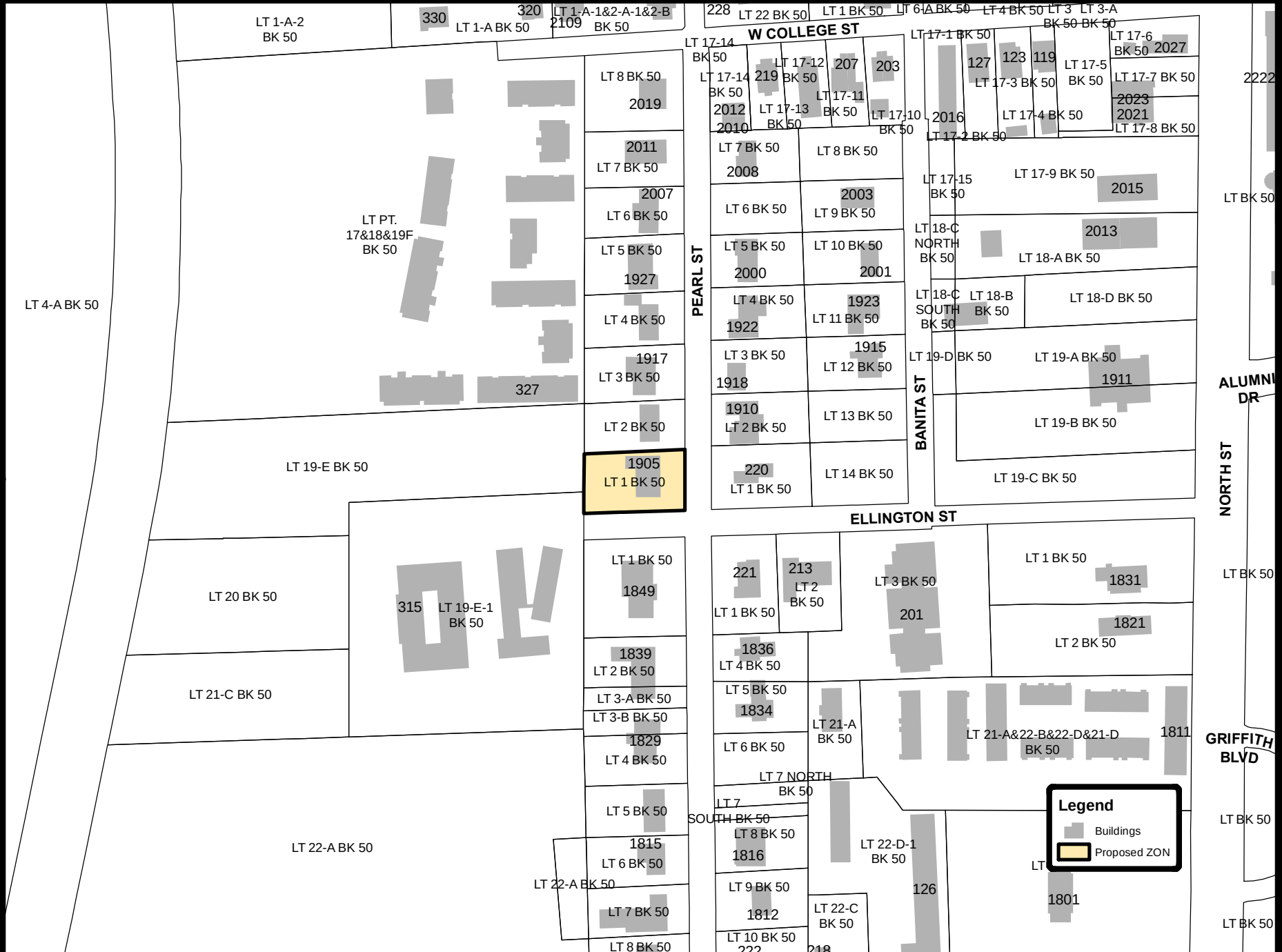
Neighborhood Revitalization and Attainable Housing

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. 200-Foot Notification Map
6. 200-Foot Written Opposition Map
7. Response Letters
8. Site Photos
9. Ordinance

ZON 2022-05



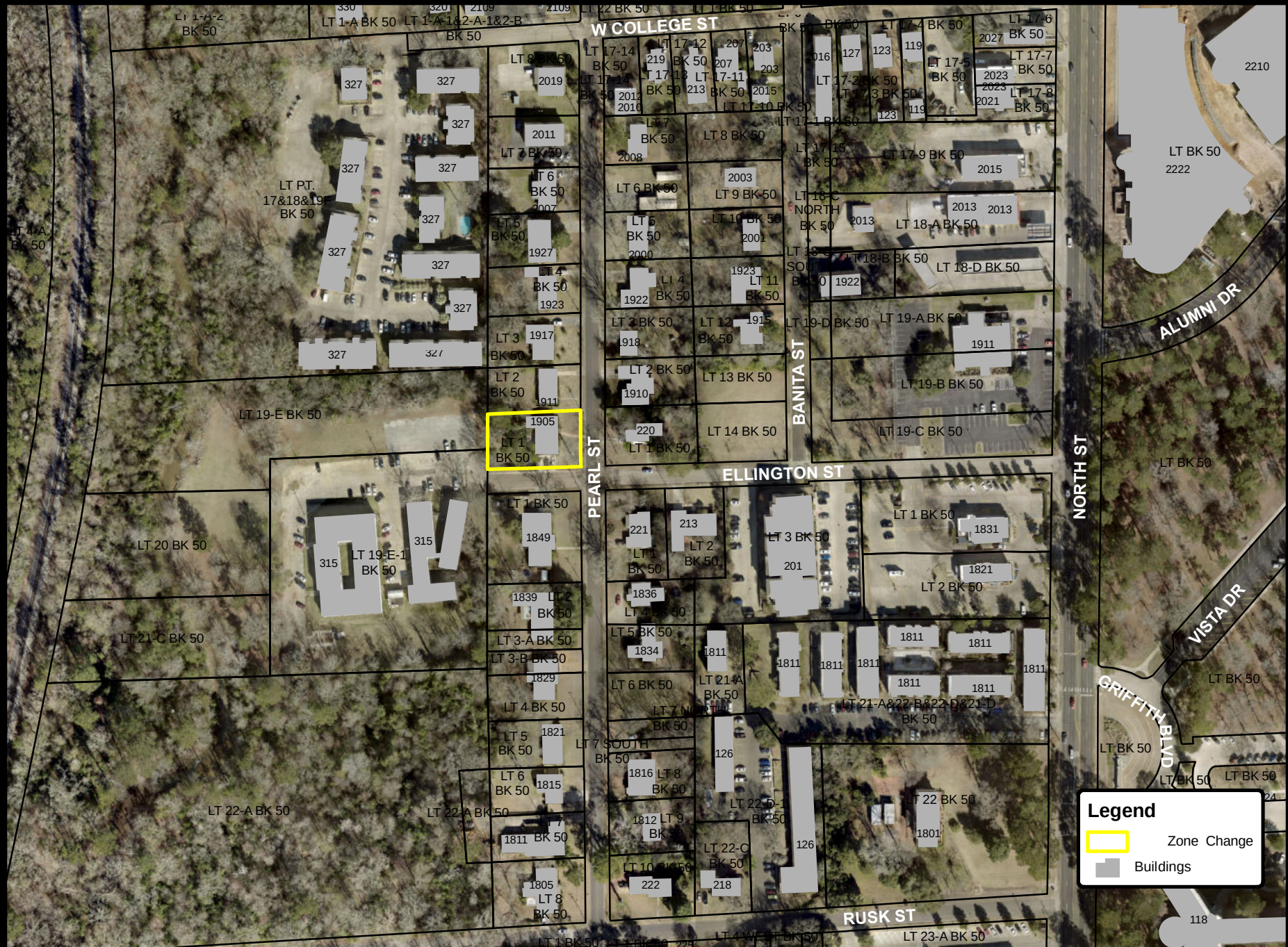
Notice: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

8

0 50 100 200 Feet

Date Created: February 28, 2022 Software: ArcGIS 10.8.1

ZON 2022-05



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.

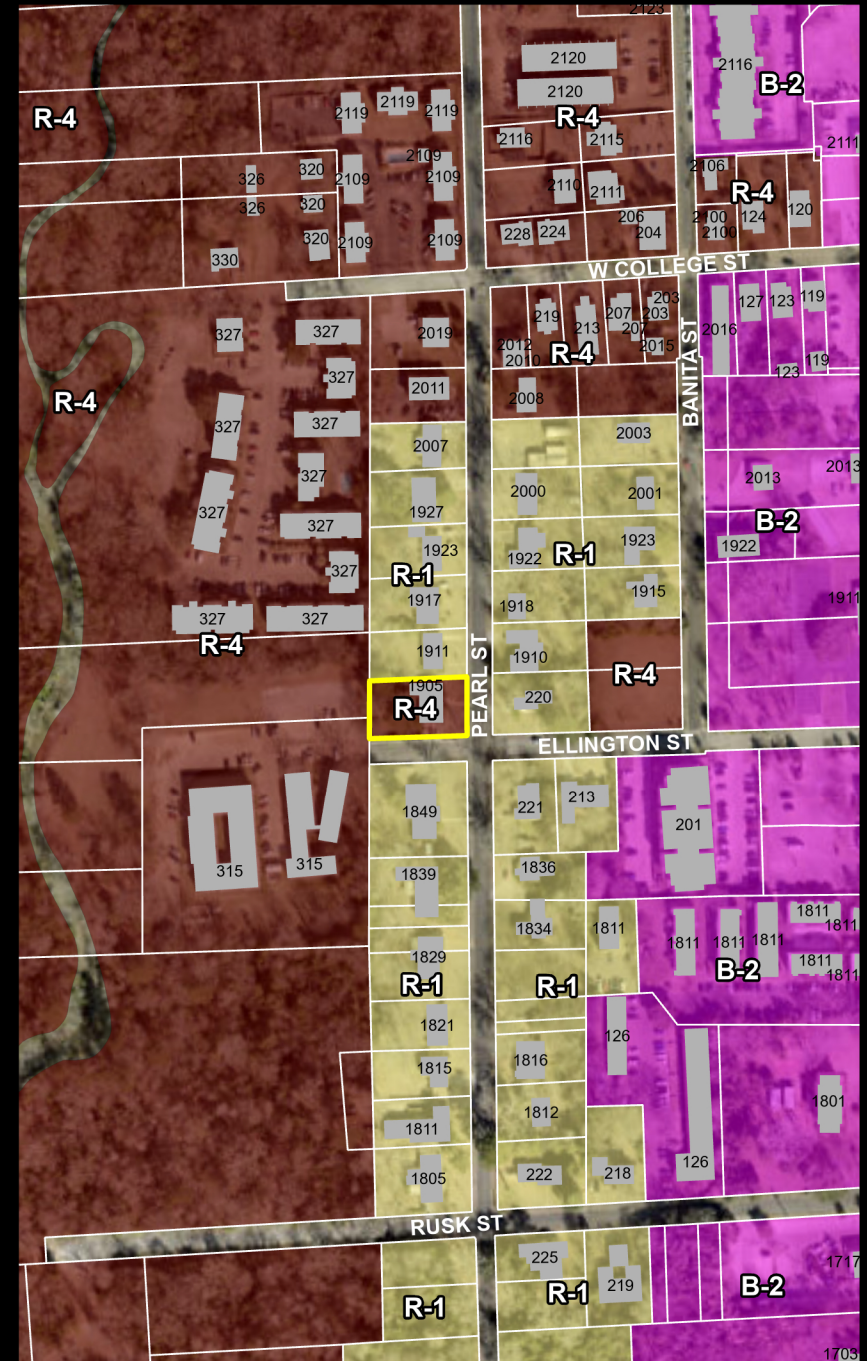
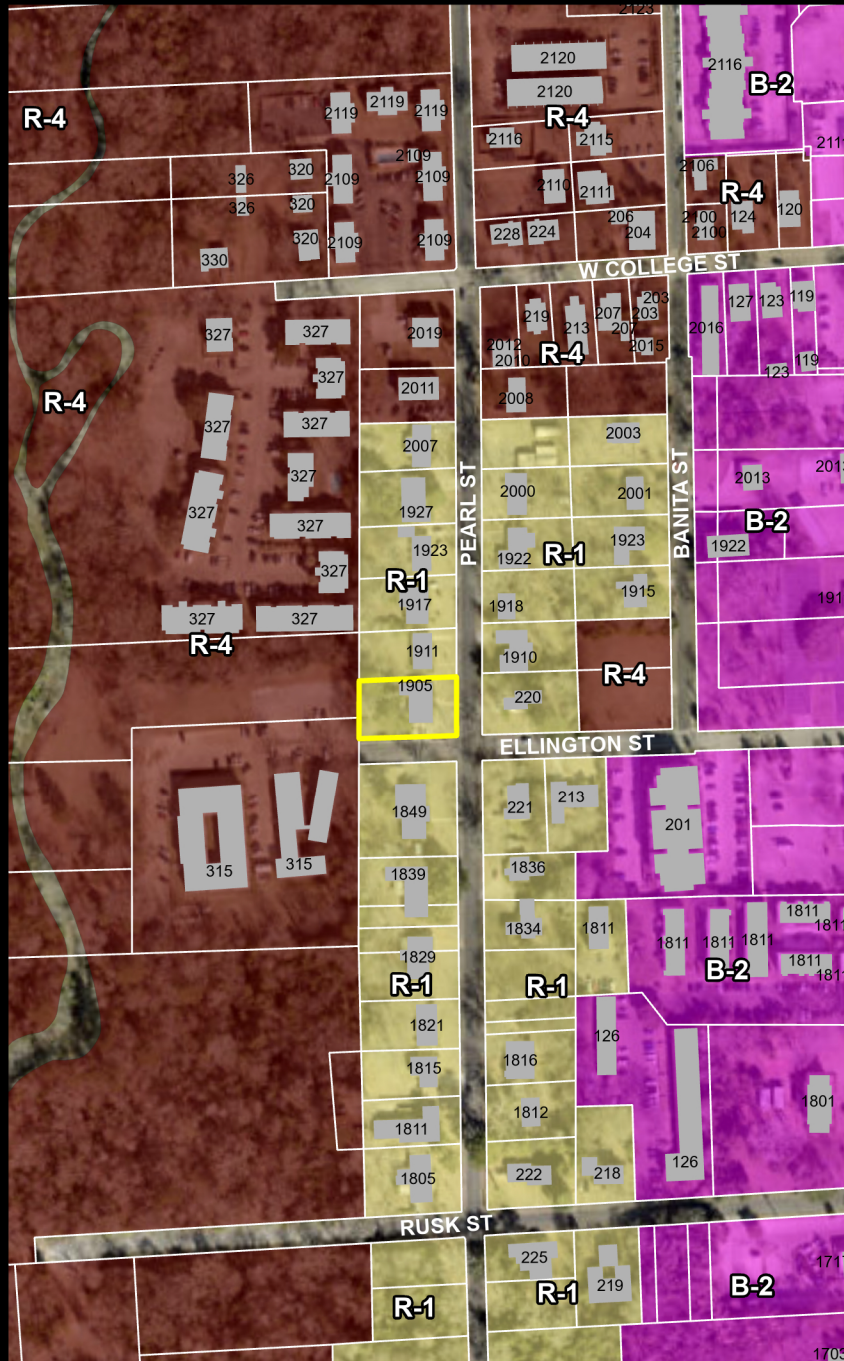
8

Date Created: December 14, 2021 Software: ArcGIS 10.8.1

Existing Zoning

ZON 2022-05

Proposed Zoning



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.

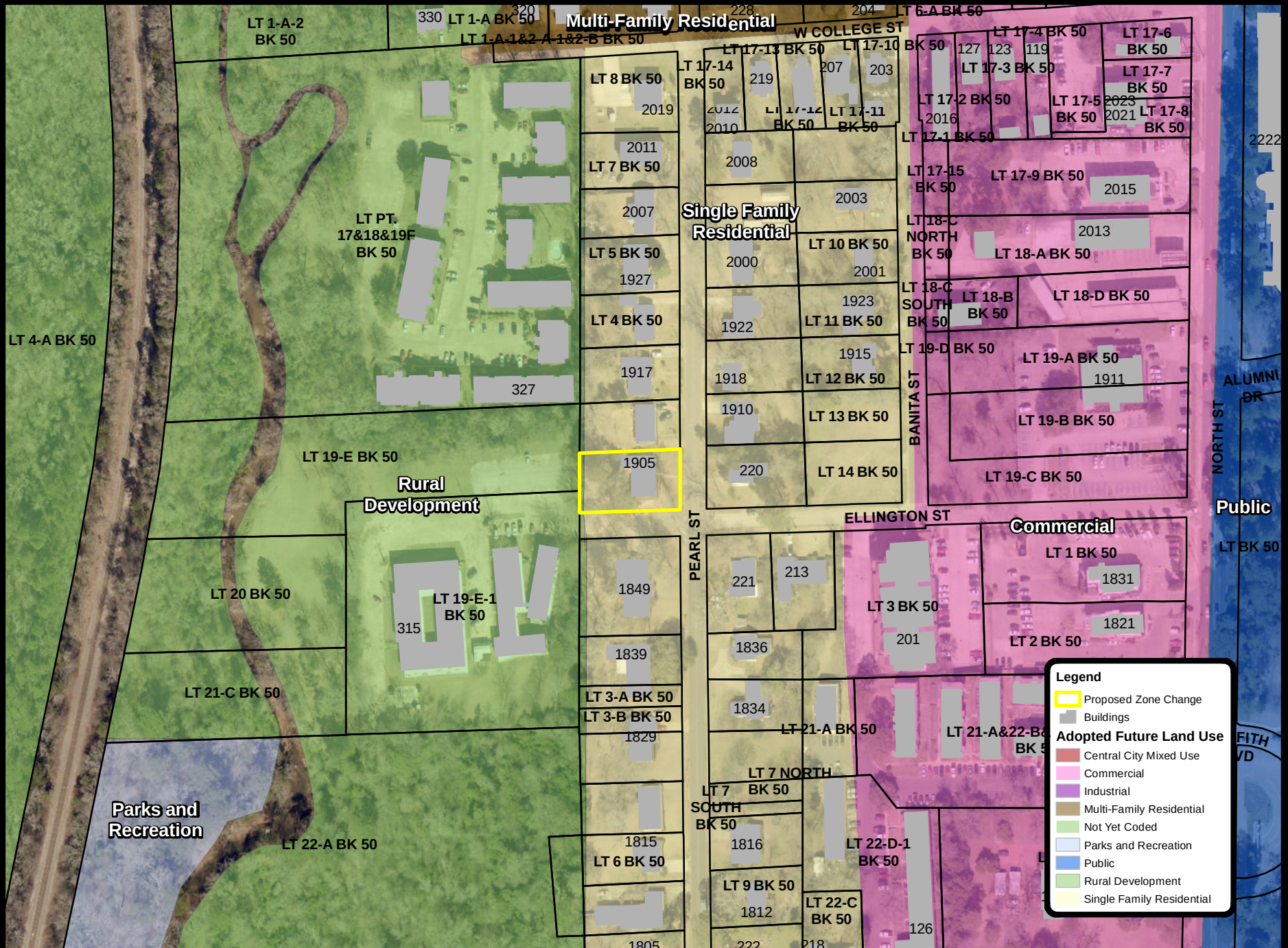


Date Created: May 24, 2022 Software: ArcGIS Pro 2.9.3

0 75 150 300 Feet



ZON 2022-05



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.

8

0 50 100 200 Feet

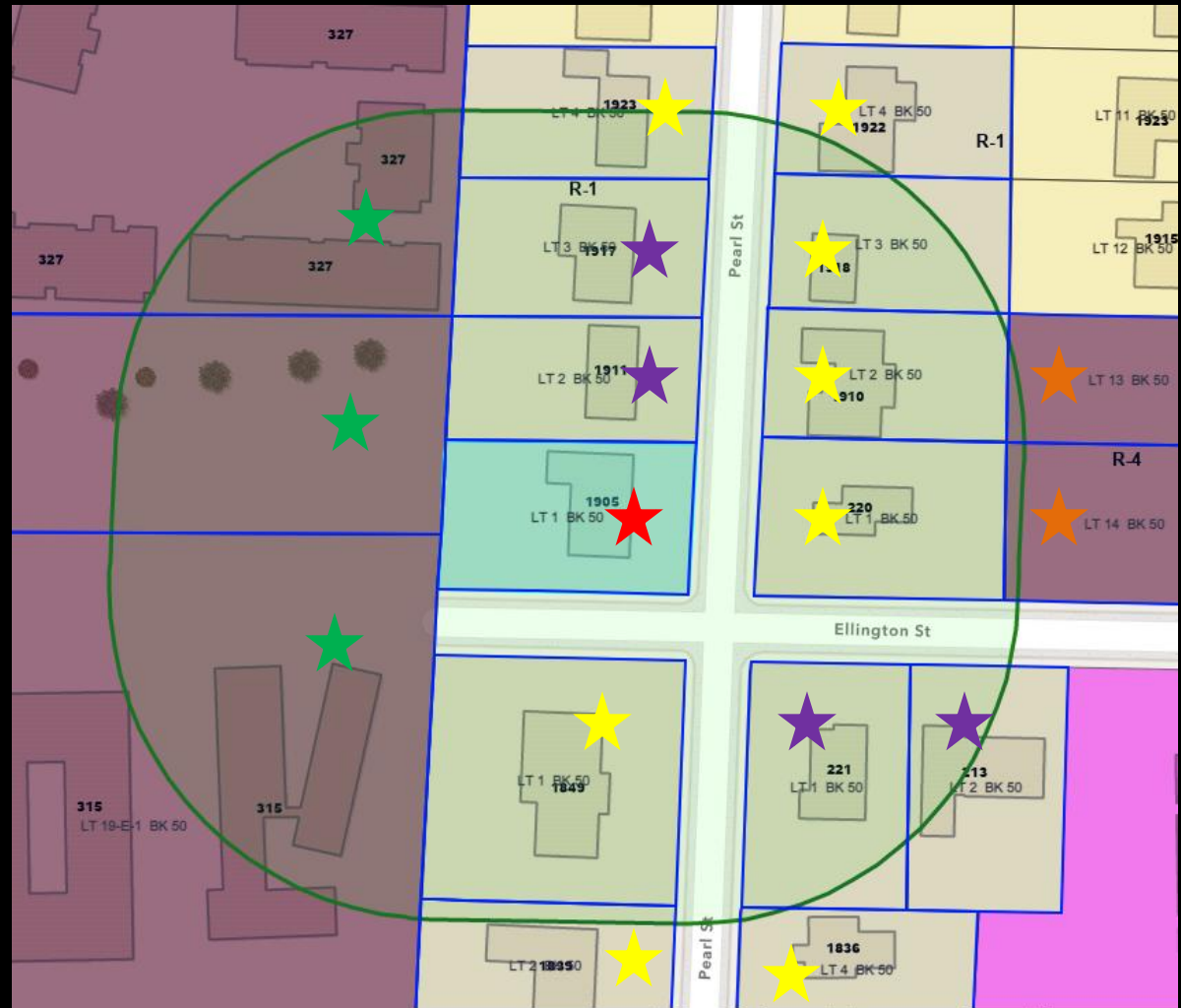
Date Created: February 28, 2022 Software: ArcGIS 10.8.

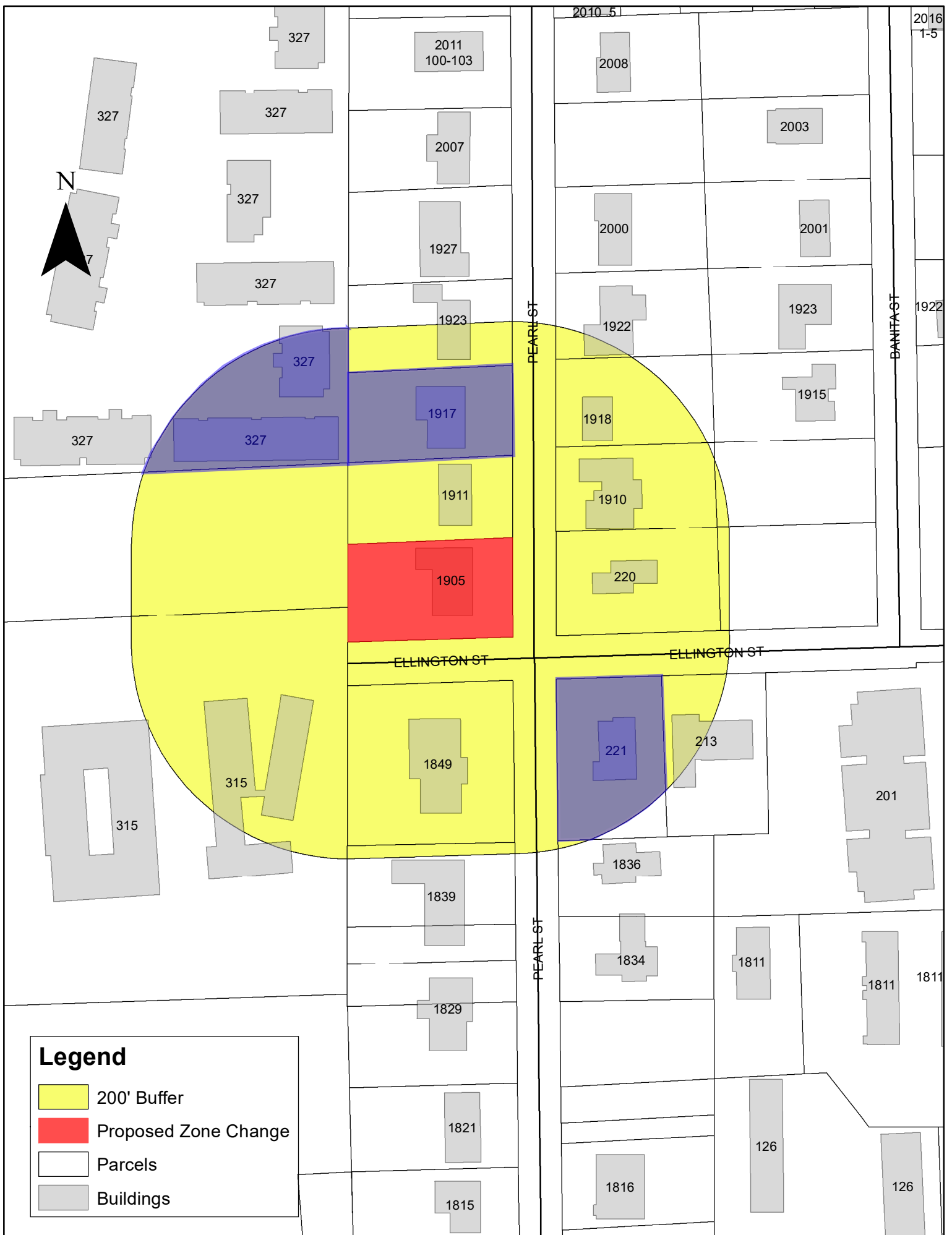
200 Foot Notification Map

ZON2022-05: 1905 Pearl St.

Legend

-  200 Foot Buffer
-  Proposed Variance
-  Single Family- Rental
-  Single Family- Owner Occupied
-  Undeveloped/Vacant
-  Multi-Family Rental







Response Form

Project Number: ZON2022-05

1905 Pearl Street

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: ZON2022-05

Please circle one:

☐ In favor of request

☒ Opposed to request

Comments:

The lot is too small to be subdivided.

Signature:

Bryan Davis

Printed Name:

Bryan Davis

Street Address:

104 North Street

City, State and Zip Code:

Nacogdoches, Texas 75961

Phone Number:

936-564-6418

Email Address:

LSRealty@SWBell.net

Physical Address of Property within 200 Feet:

327 W. College

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



Response Form

Project Number: ZON2022-05
1905 Pearl Street

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: ZON2022-05

Please circle one:

☐ In favor of request

☒ Opposed to request

Comments:

I am opposed to zone change from R-1 to R-4 because of potential noise, lighting, and overcrowding issues. This would not bode well for property values

Signature:

Bonnie Tubbe

Printed Name:

Bonnie Tubbe

Street Address:

1917 PEARL ST.

City, State and Zip Code:

NACOGDOCHES, TEXAS 75965

Phone Number:

936-564-0196

Email Address:

writerd@hotmail.com

Physical Address of Property within 200 Feet:

1917 PEARL ST.

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

GOOD EVENING;

MY NAME IS GARY WOODS. I LIVE AT 221 ELLINGTON STREET WHICH IS DIAGONALLY ACROSS THE STREET FROM 1905 PEARL STREET. WE MOVED INTO THE HOUSE ON ELLINGTON STREET IN 1958 WHEN I WAS FIVE YEARS OLD. I ALSO OWN 1839 PEARL STREET WHICH IS THE RESIDENCE OF MY SON. IT IS TWO HOUSES SOUTH OF 1905 PEARL STREET. WHEN WE FIRST MOVED INTO THE HOUSE ON ELLINGTON, PEARL STREET WAS DIRT AND ENDED AT STARR STREET. THE HOUSE AT 1905 PEARL WAS BUILT AROUND 1965 AND I RECALL WATCHING THE HOUSE BEING BUILT, I WAS 12 YEARS OLD. AT THIS TIME, THERE WERE ONLY 3 HOUSES ON THE WEST SIDE OF PEARL BETWEEN ELLINGTON AND RUSK STREET. THERE WERE ONLY TWO HOUSES ON THE EAST SIDE OF PEARL BETWEEN ELLINGTON AND RUSK. ON THE WEST SIDE OF PEARL STREET BETWEEN ELLINGTON AND COLLEGE STREET THERE WERE FOUR HOUSES INCLUDING 1905 PEARL. I HAVE SEEN A LOT OF CHANGES IN THE NEIGHBORHOOD OVER MY LIFETIME AND I CAN NAME ALMOST EVERYONE WHO USED TO LIVE IN THE NEIGHBORHOOD...TWO OF US ARE STILL THERE. THOSE BEING: MYSELF AND JOHN SHARP. WE ARE VERY FAMILIAR WITH THE AREA AROUND US AND IF YOU DRIVE NORTH ON PEARL FROM COLLEGE STREET WHERE THE ZONING IS NOT R1 YOU WILL SEE A NOTICEABLE DIFFERENCE IN THE NEIGHBORHOODS FROM THE UPKEEP OF THE HOUSES TO THE NUMBER OF CARS PARKED IN THE YARDS. THE SAME IS TRUE IF YOU DRIVE SOUTH ON PEARL STREET FROM RUSK TO STARR. IF YOU DRIVE ANYWHERE ON BANITA STREET YOU WILL SEE A STARK DIFFERENCE IN THE UPKEEP OF THE STRUCTURES AND YARDS, INCLUDING NUMBER OF VEHICLES PARKED THE ENTIRE LENGTH OF BANITA STREET. MY POINT IS NOT TO BE NEGATIVE ABOUT RENTAL PROPERTIES, BUT RATHER TO SEEK TO KEEP THE INTEGRITY OF PEARL STREET FROM RUSK TO COLLEGE INTACT. THE PRIMARY EFFECT BETWEEN WHAT YOU WILL SEE IS THAT THE CAUSE OF THE DIFFERENCE IS THE ZONING...THE DIFFERENCE BETWEEN R1 ZONING AND R2 OR HIGHER. PLEASE RESPECT AND HELP MAINTAIN THIS INTEGRITY BY DENYING THE ZONE CHANGE REQUEST. TO DATE, WE HAVE NOT SEEN ANY DRAWINGS OR DIAGRAMS OF WHAT IS PROPOSED TO BE BUILT. WE HAVE HEARD DUPLEXES MENTIONED AS WELL AS THE POSSIBILITY OF A 2 STORY STRUCTURE. ANOTHER PERSON MENTIONED THAT THE OWNER WANTS TO BUILD A STRUCTURE FOR A FAMILY MEMBER AND ANOTHER PERSON MENTIONED THE OWNER WANTS TO BUILD A STRUCTURE FOR SECONDARY INCOME. TO DATE, WE DO NOT KNOW WHAT THE REAL PLAN ENTAILS. THUS BEGS THE QUESTION, WHY GO ALL THE WAY TO R4. WHY NOT JUST GO TO R2 TO ACCOMMODATE THE CURRENT NEED. THE CITY PLANNER SAID AT THE INFORMAL HEARING AT THE REC CENTER THAT BECAUSE THE LOT BACKS UP TO AN R4 PROPERTY THEY RECOMMENDED CHANGING THE LOT TO R4 SO THE CITY WOULD BENEFIT IN INCREASED PROPERTY TAX REVENUE. THE BEST WAY FOR THE CITY TO BENEFIT FROM CONTINUED TAX REVENUE WOULD BE TO MAINTAIN THE R1 ZONING SO THE PROPERTY VALUES OF THE AREA WOULD CONTINUE TO APPRECIATE DUE THE MAINTAINANCE AND UPKEEP OF THE EXISTING PROPERTIES AS SINGLE FAMILY DWELLINGS AS OPPOSED THE DISTRESSED VALUES THAT YOU ARE SEEING ON PEARL STREET SOUTH OF RUSK AND THE PROPERTIES NORTH OF COLLEGE AS WELL AS THE ENTIRE LENGTH OF BANITA STREET.

ON A SIDE NOTE....MY BIGGEST FEAR IS ONCE THIS ENTIRE LOT BECOMES R4, IT WILL HAVE THE TENDENCY TO MOVE Laterally along Pearl Street using the city's point of view that the change is appropriate because the subject lot is already adjacent to an R4 property. Due to the fact that this is not the owner's primary residence and she could decide to move back home, this would allow the owner to leave the residence facing Pearl, move out and then rent the brick house to four of five college kids....instead of just the structure she builds behind her house....then the rest of Pearl Street may become subject to change that would truly be detrimental. If you choose to allow the change from R1 to R4, I respectfully request that in some form or fashion, you restrict the existing structure facing Pearl Street from being included in the zone change in order to protect those remaining homes facing Pearl.

THANK YOU;

GARY WOODS

ZON2022-05: 1905 Pearl Street



View of subject
property from
Ellington St.

View of subject
property from Pearl St.



View looking north
along Pearl St.



View looking south
along Pearl St.





Single family character
along Pearl St.





Looking west at
terminus of
Ellington St.

Looking east down
Ellington St.



ORDINANCE NO. 1913-06-22

AN ORDINANCE OF THE CITY OF NACOGDOCHES, TEXAS, AMENDING THE BOUNDARIES OF A ZONING DISTRICT WITHIN THE CITY OF NACOGDOCHES FROM R-1, SINGLE FAMILY TO R-4, MULTI-FAMILY FOR LOTS 1, BLOCK 3 OF THE BANITA SUBDIVISION, BEING APPROXIMATELY 0.3 ACRES, LOCATED AT 1905 PEARL STREET 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 R-1, Single Family; and

WHEREAS, the property owner has requested the zoning classification of said property to be changed to R-4, Multi-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 R-1, Single Family to R-4, Multi-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:

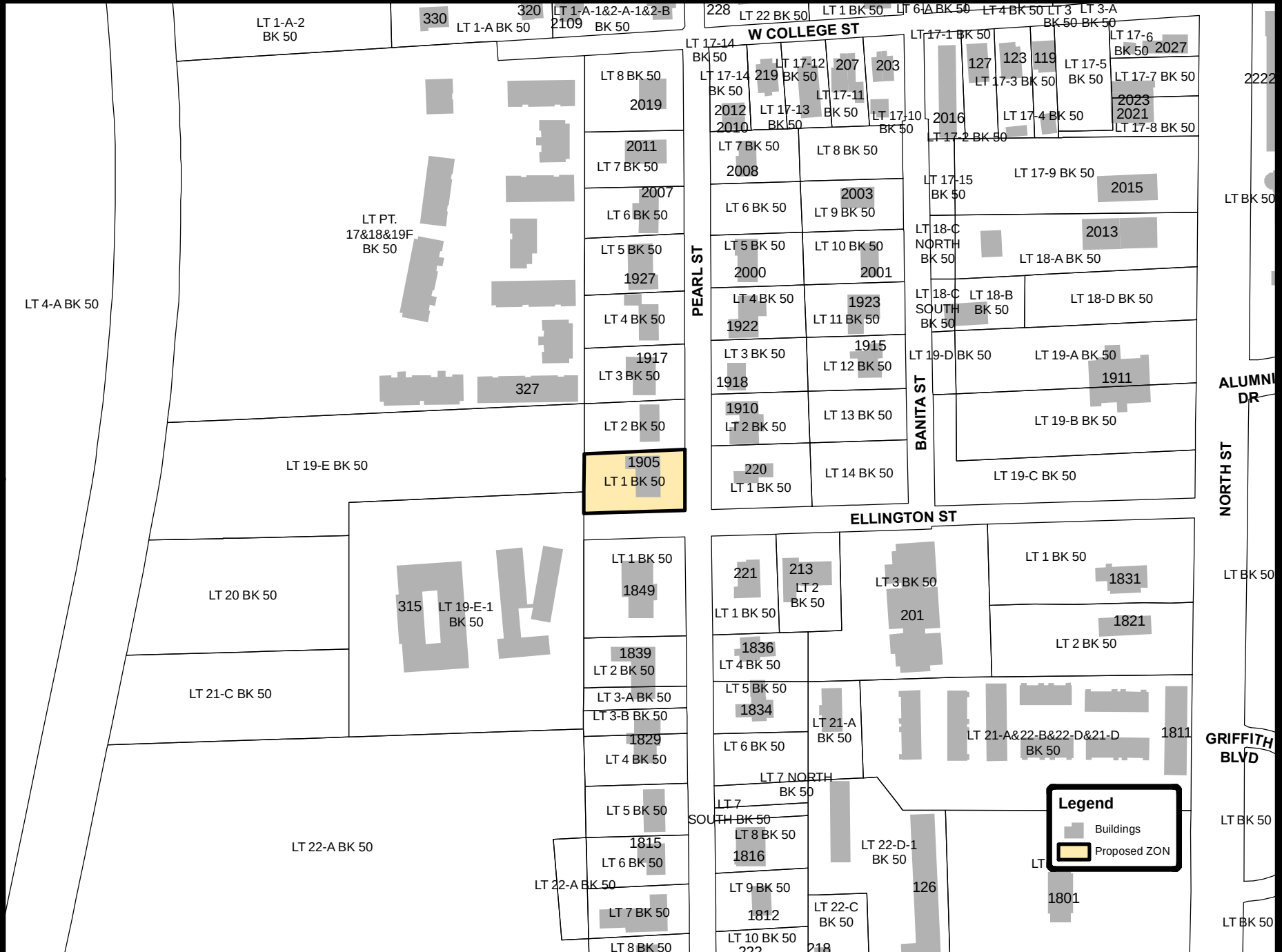
JAN VINSON, City Secretary

STEVEN KIRKLAND, City Attorney

APPROVED AS TO CONTENT:

ALAINA HELTON, City Planner

ZON 2022-05: Exhibit A



PRESENTER: John Anderson, Naming Committee Chair

ITEM/SUBJECT: Consider approval to name the new disc golf course at Lake Nacogdoches West Park "Iron Leaf Disc Golf Course". (John Anderson, Naming Committee Chair)

SUMMARY/BACKGROUND: The new course at Lake Nacogdoches is a special property that is heavily wooded and travels down a significant hillside all the way to the lake's edge. The Nacogdoches Crushers have had a practice basket on the top of the hill for many years and have dreamed of clearing throwing lanes into the dense woods for many years!

Through the significant help of the City, financial help from the Bright Foundation, and work days by the Nacogdoches Crushers a new disc golf course was born.

This course is heavily wooded, which requires an accurate technical throw while being long enough to force the player to stretch his/her game. This addition to the City's collection of courses will allow the hosting of even larger tournaments and will draw many more disc golfers to our community.

The Nacogdoches Crushers plan is to host at least four tournaments a year, each of which could host up to 350-400 players as they grow. This does not account for the everyday play and traveling events that use our courses regularly.

Historically, our courses have been named for the City park it resides in. However, Lake Nacogdoches West already has a highly rated course and we need to name both courses so players will know where they are playing. The process has been to collect name ideas from the disc golf community and filter them through the Crusher's board. Then these ideas were passed along to the City Parks and Recreation Advisory Committee where a lively discussion was held to recommend the name to the City.

The goal was to find a name that represented the course while being memorable for the disc golf community. Disc golfers are a unique bunch and a unique name only helps build the reputation of a course when considering where to play.

Iron Leaf Disc Golf Course is such a name. This is a heavily wooded course where players will be interacting with trees throughout their round. Not all shots go down the middle! When a shot gets deflected by a branch, sending the disc in a less than desirable direction, you just might hear the thrower say, "I must have hit an iron leaf"! There are many quirky statements that happen during the round of disc golf. This name reflects the wooded nature of the course and the difficulties that you will find should you choose to play!

This course is an excellent addition to our parks and will be a draw to the disc golf community for years to come.

The Naming Committee met on May 12, 2022 and unanimously recommended "Iron Leaf Disc Golf Course" as the name of the new disc golf course at Lake Nacogdoches West Park.

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: Mario Canizares, City Manager

canizaresm@nactx.us

936-559-2501

Jan Vinson, City Secretary

vinsonj@nactx.us

936-559-2506

ATTACHMENTS:

PRESENTER: Steve Bartlett, Public Works Director

ITEM/SUBJECT: Consider approval of a contract between the City of Nacogdoches and Schaumburg & Polk, Inc. for the final completion of engineering plans and specifications for various sanitary sewer projects, in an amount not to exceed \$118,780.00 (Director of Public Works)

SUMMARY/BACKGROUND: Approximately 17 years ago, the City engaged Schaumburg & Polk, Inc. (SPI) to complete the design of several sanitary sewer replacement projects that were to be funded under a Texas Water Development Board State Revolving Fund loan. A number of the designed sewer line replacement projects were not included in our 2004 bond program due to an overall lack of funding.

This contract re-engages SPI to complete the design of eight (8) sewer line replacement projects that are already approximately 85% complete, at an estimated cost of \$5,500,000. Two of the projects have recently had structures built along the proposed pipe pathway and will require more extensive surveying and re-design.

The first bid package should be ready by the end of the summer with a second package shortly thereafter. The cost for engineering fees to complete these plans will be funded from the Utility Fund, but construction phase administration and inspection costs will be funded using ARPA monies. The proposed fees equal approximately 15% of the estimated total engineering fee for a \$5.5 million project.

FINANCIAL:

Item is budgeted:

Account No.: 30.179.02

Account Name: *Utility Fund CIP - Wastewater*

Amount:\$118,780

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

Infrastructure

CITY CONTACT: Steve Bartlett, PE, Director of Public Works
bartletts@nactx.us
936-559-2522

ATTACHMENTS:

1. SPI Contract ARPA Sewer Lines
2. PowerPoint Presentation

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

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

**ARTICLE I
Scope of Services**

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

**ARTICLE II
Payment**

- 2.01 In consideration of the Consultant’s provision of the professional services in compliance with all terms and conditions of this Contract, the City shall pay the Consultant according to the terms set forth in **Exhibit B**. Except in the event of a duly authorized change order, approved by the City as provided in this Contract, the total cost of all professional services provided under this Contract may not exceed the total amount as shown in Exhibit B.

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

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

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

ARTICLE IV

Conceptual Design

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

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

ARTICLE V

Preliminary Design

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

ARTICLE VI

Final Design

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

ARTICLE VII

Bid Preparations & Evaluation

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

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

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

ARTICLE VIII

Construction Administration

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

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

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

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

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

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

~~8.04 The Consultant shall keep the City informed of the progress and quality of the work through periodic project meetings and written monthly status reports. The Consultant shall employ the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license in discovering and promptly reporting to the City any defects or deficiencies in such work and shall disapprove or reject any work failing to conform to the contract documents.~~

~~8.05 The Consultant shall review and approve shop drawings and samples, the results of tests and inspections, and other data that each construction contractor or subcontractor is required to provide. The Consultant's review and approval shall include a determination of whether the work complies with all applicable laws, statutes, ordinances and codes and a determination of whether the work, when completed, will be in compliance with the requirements of the contract documents.~~

~~8.06 The Consultant shall determine the acceptability of substitute materials and equipment that may be proposed by construction contractors or subcontractors. The Consultant shall also receive and review maintenance and operating instruction manuals, schedules, guarantees, and certificates of inspection, which are to be assembled by the construction contractor in accordance with the contract documents.~~

~~8.07 The Consultant shall issue all instructions of the City to the construction contractor as well as interpretations and clarifications of the contract documents pertaining to the performance of the work. Consultant shall interpret the contract documents and judge the performance thereunder by the contractor constructing the Project, and Consultant shall,~~

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

~~8.08 The Consultant shall review the amounts owing to the construction contractor and recommend to the City, in writing, payments to the construction contractor of such amounts. The Consultant's recommendation of payment, being based upon the Consultant's on-site inspections, observations, and its experience and qualifications as a design professional, shall constitute a recommendation by the Consultant to the City that the quality of such work is in accordance with the contract documents and that the work has progressed to the point reflected in Consultant's recommendation for payment.~~

~~8.09 Upon notification from the construction contractor that the Project is substantially complete, the Consultant shall conduct an inspection of the site to determine if the Project is substantially complete. The Consultant shall prepare a checklist of items that shall be completed prior to final acceptance. Upon notification by the construction contractor that the checklist items designated by the Consultant for completion have been completed, the Consultant shall inspect the Project to verify final completion.~~

~~8.10 The Consultant shall not be responsible for the work of the construction contractor or any of its subcontractors, except that the Consultant shall be responsible for the construction contractor's schedules or failure to carry out the work in accordance with the contract documents if such failures result from the Consultant's negligent acts or omissions. This provision shall not alter the Consultant's duties to the City arising from the performance of the Consultant's obligations under this Contract.~~

~~8.11 The Consultant shall conduct at least one on-site inspection during the warranty period and shall report to the City as to the continued acceptability of the work.~~

~~8.12 The Consultant shall recommend and prepare change orders, work directives and clarification notices on behalf of the City but shall not execute and issue such documents or otherwise alter the financial scope of the Project without an advance, written authorization from the City.~~

~~8.13 The Consultant shall perform all of its duties under this Article VIII so as to not cause any delay in the progress of construction of the Project.~~

~~8.14 The Consultant shall assist the construction contractor and City in obtaining a Certificate of Occupancy by accompanying governing officials during inspections of the Project if requested to do so by the City.~~

ARTICLE IX

Change Orders & Documents & Materials

9.01 No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid to Consultant except upon the prior written order from authorized personnel of the City. The Consultant shall not

execute change orders on behalf of the City or otherwise alter the financial scope of the Project, except upon the prior written approval from authorized personnel of the City.

9.02 a. When the original contract amount plus all change orders is less than \$50,000, the City Manager or his delegate may approve the written change order provided the change order does not increase the total amount set forth in the contract to more than \$50,000. For such contracts, when a change order results in a total contract amount that exceeds \$50,000, the City Council must approve such change order prior to commencement of the services or work.

b. When the original contract amount plus all change orders is equal to or greater than \$50,000, the City Manager or his delegate may approve the written change order provided the change order does not exceed \$50,000, and provided the sum of all change orders does not exceed 25% of the original contract amount. For such contracts, when a change order exceeds \$50,000 or when the sum of all change orders exceeds 25% of the original contract, the City Council must approve such change order prior to commencement of the services or work.

c. **Any request by the Consultant for an increase in the Scope of Services and an increase in the amount listed in paragraph two of this Contract shall be made and approved by the City prior to the Consultant providing such services or the right to payment for such additional services shall be waived.** If there is a dispute between the Consultant and the City respecting any service provided or to be provided hereunder by the Consultant, including a dispute as to whether such service is additional to the Scope of Services included in this Contract, the Consultant agrees to continue providing on a timely basis all services to be provided by the Consultant hereunder, including any service as to which there is a dispute.

9.03 The Consultant shall furnish the City **two (2)** sets of plans and specifications. It is hereby agreed that additional copies shall be provided to the City at the City's expense. The Consultant shall provide the City **two (2)** sets of reproducible, mylar record drawings that clearly show all the changes made during the construction process, based upon the marked-up prints, drawings, and other data furnished by the construction contractor to the Consultant. The Consultant shall provide copies of documents, computer files if available, surveys, notes, and tracings used or prepared by the Consultant. The foregoing documentation, the Consultant's work product, and other information in the Consultant's possession concerning the Project shall be the property of the City from the time of preparation. The Consultant shall furnish one set of digital files representing the final record drawings.

ARTICLE X

Warranty, Indemnification & Release

10.01 Pursuant to Section 271.904(d) of the Texas Local Government Code, the Consultant shall perform the services with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and

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

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

FEES, AND EXPENSES CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILFULL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY AND OTHERWISE RELATED TO CONSULTANT'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE CONSULTANT OR ITS AGENTS, EMPLOYEES, SUB-CONTRACTORS, ORDER FULFILLERS, OR CONSULTANTS UNDER CONTRACT TO CONSULTANT, OR ANOTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT.

10.06 CONSULTANT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF CONSULTANT PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR THE CITY'S AND /OR CONSULTANT'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE CITY BY CONSULTANT OR OTHERWISE TO WHICH THE CITY HAS ACCESS AS A RESULT OF CONSULTANT'S PERFORMANCE UNDER THE CONTRACT.

10.07 CONSULTANT AND THE CITY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM UNDER 10.05 OR 10.06. CONSULTANT SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE OF ANY LAWSUIT SHALL BE COORDINATED BY THE CONSULTANT WITH THE CITY ATTORNEY WHEN THE CITY IS NAMED DEFENDANT IN ANY LAWSUIT AND CONSULTANT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE CITY ATTORNEY. IF THE CITY DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF CONSULTANT OR IF THE CITY IS REQUIRED BY LAW TO SELECT SEPARATE COUNSEL, THE CITY WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND THE CONSULTANT WILL PAY ALL REASONABLE COSTS OF THE CITY'S COUNSEL.

10.08 Release. The Consultant releases, relinquishes, and discharges the City, its officers, agents, employees, and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death of the Consultant or its employees and any loss of or damage to any property of the Consultant or its employees that is caused by or alleged to be

caused by, arises out of, or is in connection with the Consultant's work to be performed hereunder. Both the City and the Consultant expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance and in the event of injury, sickness, death, loss, or damage suffered by the Consultant or its employees, but not otherwise, this release shall apply regardless of whether such loss, damage, injury, or death was caused in whole or in part by the City, any other party released hereunder, the Consultant, or any third party.

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

ARTICLE XI

Insurance

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

ARTICLE XII

Use of Drawings, Specifications and Other Documents

- 12.01** The drawings, specifications and other documents prepared by the Consultant and Consultant's sub-consultants for this Project shall become the property of the City whether the Project is completed or not. The City shall be furnished and permitted to retain reproducible copies and electronic versions of Consultant's drawings, specifications and other documents.
- 12.02** The documents prepared by Consultant may be used as a prototype for other facilities by the City. The City may elect to use the Consultant to perform the site adaptation and other architectural or engineering services involved in reuse of the prototype. If so, the Consultant is obligated to perform the work for an additional compensation that will fairly compensate the Consultant and its sub-consultants only for the additional work involved. It is reasonable to expect that the fair additional compensation will be significantly less than the fee provided for under this Contract. If the City elects to employ a different architect or engineer to perform the site adaptation and other architectural or engineering services involved in reuse of the prototype, that architect or engineer will be entitled to use Consultant's sub-consultants on the same basis that Consultant would have been entitled to use them for the work on the reuse of the

prototype, and such architect or engineer will be entitled, to the extent allowed by law, to duplicate the design and review and refer to the construction documents, approved shop drawings and calculations, and change order drawings in performing its work. The Consultant will not be responsible for errors and omissions of a subsequent architect or engineer. The Consultant shall commit its sub-consultants to the terms of this subparagraph. The provisions of this section shall survive termination of this Contract.

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

ARTICLE XIII

Termination

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

ARTICLE XIV

Miscellaneous Terms

- 14.01 This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Nacogdoches County, Texas.
- 14.02 The City, or if State funds are used to pay any part of this contract, the State Auditor, may conduct an audit or investigation of any entity receiving funds directly under this contract

or indirectly through a subcontract under the contract. Acceptance of funds under the contract or through a subcontract under the contract acts as acceptance of the authority of the City or the State Auditor to conduct an audit or investigation. Consultant agrees to cooperate and must provide the City and/or State Auditor with access to any information the City and/or State Auditor considers relevant to the investigation or audit. The Consultant agrees to refund to the City any overpayments disclosed by any such audit.

- 14.03 The Consultant shall retain all such records for a period of four (4) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Consultant are resolved, whichever is longer.
- 14.04 Consultant hereby assigns to the City any and all claims for overcharges associated with this Agreement which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and/or which arise under the antitrust laws of the State of Texas, Business and Commerce Code Ann., Section 15.01, et seq.
- 14.05 Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

City of Nacogdoches
Attn: City Manager
202 East Pilar Street
P.O. Box 635030
Nacogdoches, Texas 75961

Consultant:
Schaumburg & Polk, Inc.
Attn: Jeremy Buechter, P.E.
320 S. Broadway, Suite 200
Tyler, Texas 75702

- 14.06 No waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.
- 14.07 This Contract represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.
- 14.08 This Contract and all rights and obligations contained herein may not be assigned by the Consultant without the prior written approval of the City.
- 14.09 If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or

unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

14.10 The Consultant, its agents, employees, and subcontractors must comply with all applicable federal and state laws, the charter and ordinances of the City of Nacogdoches, and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies. The Consultant must obtain all necessary permits and licenses required in completing the work and providing the services required by this Contract.

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

- (a) Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract.
- (b) Contractor represents and warrants that it has no actual or potential conflicts of interest in the goods and or services described in the scope of work to this contract.
- (c) **Antitrust.** Pursuant to 15 U.S.C. §1, et seq. and Tex. Bus. & Comm. Code §15.01, et seq. neither the contractor nor the firm, corporation, partnership, or institution represented by the contractor, or anyone acting for such a firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.
- (d) **Debarment.** Contractor certifies that Contractor and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Contractor is in compliance with the State of Texas statutes and rules relating to procurement. Entities ineligible for state procurement are listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration. Entities ineligible for federal procurement are listed at <http://www.sam.gov/content/exclusions>.
- (e) **Terrorism Watch List.** Contractor represents and warrants that it does not do business with Iran, Sudan or a foreign terrorist organization as prohibited by Texas Government Code 2252.152. Contractor certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

- (f) **Convictions.** Under Sections 2155.006, 2155.0061 and 2261.053 of the Texas Government Code, Contractor certifies that it is not ineligible to receive the specified contract and may be terminated and payment withheld if this certification is inaccurate. These sections prohibit contracts that include proposed financial participation by an individual or business entity who has been convicted in the past five years of (a) violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by §418.004, Gov't Code, occurring after September 24, 2005; and (b) of any offense related to the direct support or promotion of human trafficking.
- (g) **COVID Vaccinations.** Contractor certifies that it does not require its customers to provide any documentation certifying the Customer's COVID-19 vaccination or post-transmission recovery on entry to, or to receive service from the Contractor's business.
- (h) **Boycotts.** (a) To the extent this Contract is considered a Contract for goods or services subject to § 2270.002 Texas Government Code, Contractor verifies that it: (i) does not boycott Israel; and (ii) will not boycott Israel during the term of this Contract.

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

- 14.12 The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract. If there is a conflict between a provision in any documents provided by Consultant made a part of this Contract and any other provision in this Contract, the latter controls.
- 14.13 This Contract will be effective when signed by the last party whose signing makes the Contract fully executed. The parties may execute this Contract in duplicate originals, each of equal dignity.
- 14.14 **Notice of Indemnification.** City and Consultant hereby acknowledge and agree that this Contract contains certain indemnification obligations and covenants.

SCHAUMBURG & POLK, INC.

320 s. Broadway, Suite 200

Tyler, Texas 75702

By: _____

Printed Name: _____

Title: _____

Date: _____

Firm Registration No.: _____

CITY OF NACOGDOCHES

P. O. Box 635030

Nacogdoches, Texas 75963-5030

By: _____

Mario Canizares

Title: City Manager

Date: _____

APPROVED AS TO CONTENT:

Steve Bartlett, PE

Director of Public Works

APPROVED AS TO FORM:

Steven Kirkland

City Attorney

Exhibit A

Scope of Services

**City of Nacogdoches
ARPA Collection System Improvements
Specific Scope of Work
Updated 5/25/2022**

This project generally includes updating previously designed gravity sewer lines from 2004. The designs will be combined into two total bid packages with new technical specifications. Engineering services do include advertising and bidding both projects but does not include construction phase services. See break down of bid packages below.

Bid Package #1

Project #6 Cross Country from Hampton Inn Suites to an Existing 12" Sewer line.
Project #10 Viking King Trailers from Seale St. to Townsend Ave.
Project #19 Chestnut St. from N. University to Terminus
Project #20 Cross Country from N. University to Terminus
Project #27 – Kent St. from E. Main St. to Terminus

Bid Package #2 – More loosely defined currently and may change
Project #28 Cross Country from 8" Terminus to 8" Terminus
Project #33 North of Warwick Lane from Huntington Circle to Terminus
Project #45 Cross Country from South St. to Old Lufkin Rd.
Project #47, #48, #16, or #31 may be added to this package but will require additional engineering fees since these projects have not been started.

BASIC SERVICES

1. Update Existing Designs

- a. Meet with the City to determine specific requirements of project.
- b. Review currently designed gravity sewer improvements included on the City's existing Capital Improvements Plan. With the City's input, make recommendations for which projects to include in two new bid packages.
- c. With the City's input, make recommendations for which projects should be included as additive alternate bids to keep the project within budget.
- d. Consider ARPA, TCEQ, EPA, and other regulatory requirements that may impact the design and construction of the proposed improvements.
- e. Revise all Engineer's Opinions of Probable Construction Costs and submit to the City for review.
- f. Most of the previously designed projects are from 2004 and will require some significant updates to the drawings. Each component of the project will be field verified for accuracy and adjusted accordingly. Any additional survey required will be paid for out of a \$20,000 survey/easement budget.

- g. Prepare two draft sets of plans and submit to the City for review.
- h. Prepare new technical specifications and submit to the City for review.
- i. Revise plans, contract, and technical specifications in accordance with City's review and comments.
- j. Prepare a final signed and sealed set of plans for construction.
- k. Prepare a final signed and sealed contract book with technical specifications for construction.
- l. Revise the Engineer's Opinion of Probable Construction Cost.
- m. Review final plans, specifications, contract, and EOPCC with City and revise as necessary to address any comments or questions prior to advertising for bids.
- n. If necessary, submit final plans and technical specifications to TCEQ, TxDOT, or other regulatory agencies for review and respond to questions or comments.

2. Bidding Phase (2 Bid Packages)

- a. Provide contract documents and assist City with advertising and bidding the project. This Scope of Work is based off of bidding up to 2 separate bid packages for 2 total construction contracts.
- b. Fax advertisements directly to contractors to help advertise project.
- c. Advertise in on-line planrooms and local newspapers. Advertising fees will be paid for by the City.
- d. Print and distribute Plans and Specs to responsive contractors.
- e. Conduct bid opening, evaluate and tabulate bids, and recommend award. (2 projects)
- f. Pre-bid meetings are not anticipated so are excluded from this Scope of Work.

3. Construction Phase

- a. Construction phase services are not included in this Scope of Work.

PROJECT DELIVERABLES

- 1. 95% Design Phase Plans, Specifications, Budgets
- 2. Final Signed and Sealed Plans and Specifications.
- 3. Final Budgets – updated whenever required for Client budgeting purposes.
- 4. Recommendation of Award Letter to the Council

RESPONSIBILITIES OF OWNER

- 1. The Owner is responsible for any and all fees required for any permits and project advertising.

2. Any additional survey or easement updates will be directly paid for out of the \$20,000 budget allowance for survey.
3. This proposal excludes major relocates of existing alignments due to terrain or real estate changes since 2004.
4. This proposal excludes construction phase services.

END OF 3-PAGE SPECIFIC SCOPE OF WORK

Exhibit B

Payment Terms and Schedule

**City of Nacogdoches
ARPA Collection System Improvements
Proposed Payment Schedule
Updated 5/25/2022**

See milestone deliverable/fee schedule below based on a total engineering fee of \$118,780.00

Project Milestone	% of Contract Fee	Fee Billed
Execute Engineering Contract	10%	\$11,878.00
Contract 1 - 95% Submission	20%	\$23,756.00
Contract 1 - 100% S&S Submission	15%	\$17,817.00
Contract 1 - Complete Advertising & Bidding	10%	\$11,878.00
Contract 2 - 95% Submission	20%	\$23,756.00
Contract 2 - 100% S&S Submission	15%	\$17,817.00
Contract 2 - Complete Advertising & Bidding	10%	\$11,878.00
Project Total:	100%	\$118,780.00

Exhibit C

Insurance Requirements

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

I. Standard Insurance Policies Required:

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

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

III. General Requirements Applicable to All Policies

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

IV. Commercial (General) Liability requirements:

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

V. Business Automobile Liability requirements:

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

VI. The worker's compensation insurance requirements:

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

VII. Professional Liability requirements:

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

Nacogdoches when requested.

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

Exhibit D

Certificates of Insurance

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/15/2021

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

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

PRODUCER J. S. Edwards & Sherlock Insurance Agency, LLP P. O. Box 22237 Beaumont, TX 77720	CONTACT NAME: Pam Patten, ACSR PHONE (A/C, No, Ext): 409 832-7736 FAX (A/C, No): 409-833-1721 E-MAIL ADDRESS: pam@edwardsandsherlock.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Schaumburg and Polk, Inc. 8865 College Street Beaumont, TX 77707	INSURER A : American Casualty Company of Reading,PA 20427	
	INSURER B : Continental Insurance Co 20818	
	INSURER C : Service Lloyds Insurance Co 43389	
	INSURER D :	
	INSURER E :	
INSURER F :		NAIC #

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			4034942640	04/13/2021	04/13/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒			4034942833	04/13/2021	04/13/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$10,000			4034942685	04/13/2021	04/13/2022	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	SLICWC0290001	04/13/2021	04/13/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

The General Liability and Auto Liability policies include blanket automatic additional insured endorsements that provide additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. The General Liability policy includes a primary & non-contributory endorsement that requires a written contract between the named insured and the certificate holder. Waiver of Subrogation automatic status endorsements are provided in (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

City of Nacogdoches
 Attn: City Manager
 P. O. Box 635030
 Nacogdoches, TX 75961

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

AUTHORIZED REPRESENTATIVE



ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/24/2021

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

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

PRODUCER USI Southwest 9811 Katy Freeway, Suite 500 Houston, TX 77024 713 490-4600	CONTACT NAME: Callie Renaud	
	PHONE (A/C, No, Ext): 713 490-4600	FAX (A/C, No): 713-490-4700
INSURED Schaumburg & Polk Inc. 8865 College Street Beaumont, TX 77707-2898	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : XL Specialty Insurance Company	
	NAIC # 37885	
	INSURER B :	
	INSURER C :	
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	☐ HIRED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N ☐ N / A						E.L. EACH ACCIDENT \$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			DPR9979887	06/10/2021	06/10/2022	\$2,000,000 per claim \$2,000,000 annl aggr.

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

CERTIFICATE HOLDER

CANCELLATION

Schaumburg & Polk, Inc., Consulting Engineers 8865 College Street Beaumont, TX 77707	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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ENGINEERING CONTRACT - SCHAUMBURG & POLK ARPA SEWER PROJECTS



\$118,780 Lump Sum Fee

- Complete Engineering Drawings, Specifications and Bid Packages for 8 sewer line projects - \$5.5 million
- 6 projects are 85% complete and 2 are 50% complete
- Older projects from prior DWSRF loan program 17 yr ago
- Construction funded using ARPA monies

ENGINEERING CONTRACT - SCHAUMBURG & POLK ARPA SEWER PROJECTS

- Line 6 - cross country Hampton Inn to exist 12" sewer
- Line 10 - Viking Trailers to Townsend Ave
- Line 19 - Chestnut Street
- Line 20 - Cross Country from N. University Dr.
- Line 27 - Kent Street
- Line 28 - Cross country between 8" lines
- Line 33 - Warwick Lane
- Line 45 - Cross country South Street Old Lufkin Road





City Council Meeting

Date: June 7, 2022

Agenda Item: 7.D.

PRESENTER: Mayor Jimmy Mize

ITEM/SUBJECT: Consider appointment of Mayor Pro Tempore and Vice Mayor Pro Tempore.
(Mayor)

SUMMARY/BACKGROUND: The City of Nacogdoches Charter states, "On an annual basis, the City Council shall choose a Chairman Pro Tempore and a Vice Chairman Pro Tempore to serve in the absence of the Chairman."

Currently, Mayor Pro Tempore is Council Member Roy Boldon and Vice Mayor Pro Tempore is Council Member Amelia Fischer.

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: Mario Canizares, City Manager
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936-559-2501

ATTACHMENTS: