



July 12, 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, with a Work Session beginning at 4:00 p.m. and Regular Session 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 July 12, 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. WORK SESSION. Items included under Work Session are intended to provide opportunities for City Council to study and discuss various issues, and gather and analyze information. Council will not take formal action on matters presented at a work session, but may direct staff to place items relating to the matter on future agendas for formal consideration.
 - A. Presentation of department budgets for fiscal year 2022-2023. (City Manager/Finance 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 for June 21, 2022 regular meeting and June 28, 2022 special meeting. (City Secretary)
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. Consider approval of a contract by and between the City of Nacogdoches and Synagro of Texas-CDR, Inc. for the 2022 SWTP Sludge Removal and Lagoon Repair Project in a not-to-exceed amount of \$217,913.75 (Project Engineer).
 - B. Consider approval of a mid-year budget amendment ordinance amending Ordinance No. 1881-09-21 appropriating various amounts in accordance with the budget adopted for the fiscal year beginning October 1, 2021 and ending September 30, 2022. (Finance Director)
 - C. Consider Board appointments for Building Standards Commission, Convention and Visitors Bureau Board, Historic Landmark Preservation Committee, Mayor's Committee on People with Disabilities, Nacogdoches Housing Authority, Planning and Zoning Commission and Zoning Board of Adjustments. (Mayor)
8. WORK SESSION (Continued if Necessary):
 - A. Continuation of presentation of department budgets for fiscal year 2022-2023, if necessary. (City Manager/Finance Director)
9. EXECUTIVE SESSION: Executive Sessions are for City Council to receive information and deliberate on matters specified in Subchapter D of the Texas Open Meetings Act. Council may reconvene in open session to vote on the matter.
 - A. Deliberation regarding Economic Development negotiations under Government Code Section 551.087 as follows:
 1. Discuss or deliberate regarding commercial or financial information the City has received from business projects the City body seeks to have locate in the City of Nacogdoches and with which the City is conducting economic development negotiations; and
 2. Deliberate offer of financial or other incentive to business prospects described by Subdivision 1 above.
 - B. Personnel Matters – Pursuant to Texas Government Code Section 551.074, deliberations regarding the duties of a public officer or employee. The subject of this Executive Session is to discuss and give feedback to the City Manager regarding his annual evaluation.
10. 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 July 6, 2022 at 5 p.m. and remained posted until meeting convened.

Jan Vinson, City Secretary

PRESENTER: Pam Curbow, Finance Director, Mario Canizares, City Manager

ITEM/SUBJECT: Presentation of department budgets for fiscal year 2022-2023. (City Manager/Finance Director)

SUMMARY/BACKGROUND: The work sessions scheduled for City Council in June and July are intended to present to the City Council the requests that the operating departments have made for their respective work areas. The base budget request the department is presenting is to provide the same level of service from the previous year. The Council will also see that there are supplemental budget requests that would enhance operations by requesting funds to replace a major expenditure item, expanding capacity and/or adding new services.

These supplemental requests have not been approved or denied at this point. The City Manager, Finance Director and the respective Department Director will work towards determining if the request can be fiscally afforded and meets a Council priority. If the previous two items hold true, then the requests could be included in the recommended budget that is filed at the end of July. As a result, the budget discussions with City Council in August would include these requests to determine whether or not the City Council agrees with the expanded service and determine if it should be funded in the final budget to be approved by the City Council in mid-September. The new fiscal year begins on October 1, 2022.

For the upcoming budget, the following recurring themes will be shared by the Departments to the City Council:

- Recruiting employees to address vacancies.
- Maintaining competitive pay and cost of living adjustments to address record high inflation.
- Addressing high claims from the City's self-insurance fund.
- Addressing the astronomical increases in energy costs such as fuel and electricity charges.
- The increased costs are a result of supply chain issues that have caused high inflation and the lack of availability of commodities and services.
- The prioritizing of planning, designing, and fulfillment of the City's Capital Improvement Plan.

Unless directed by the City Council, there will be few if any new programs being requested in the recommended budget. The filed budget will include the resources to maintain ongoing operations.

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
canizaresm@nactx.us
936-559-2501

Pam Curbow, Finance Director
curbowp@nactx.us
936-559-2526

ATTACHMENTS:

1. Human Resources Budget Presentation
2. Neighborhood Services Budget Presentation
3. Utility Billing Budget Presentation
4. City Secretary Budget Presentation
5. Community Services Budget Presentation
6. Airport FBO Budget Presentation
7. Information Technology Budget Presentation
8. PowerPoint Presentation-All Depts - Financial Only



Human Resources

Budget Presentation 2022-2023



Accomplishments and Future Goals



Accomplishments

- Creation and Implementation of a Performance Management System
- Increased Recruitment Efforts
- Fully Staffed HR Team
- Policy Development
- Initiated Supervisor Training
- Initiated Applicant Tracking System
- Updated Job Descriptions

Future Goals for Human Resources

- Implement new HR Technology Systems
- Create and Implement a City-Wide Succession Plan
- Provide Training and Employee Development
- Add additional Employee Events
- Continue to Improve Communications

Operational and Service Level Issues



- Recruitment and Retention of Employees
- Succession Planning – today 90 employees can retire
- The Human Resources Department's emphasis over the last several months:
 - Complete the implementation of Applicantpro and Hire Forms
 - Training employees for compliance and professional development
 - Benefits and wellness costs and administration
 - Risk Management – Ways to mitigate Risk

Service Level Changes

Portion of Payroll move
back to Finance

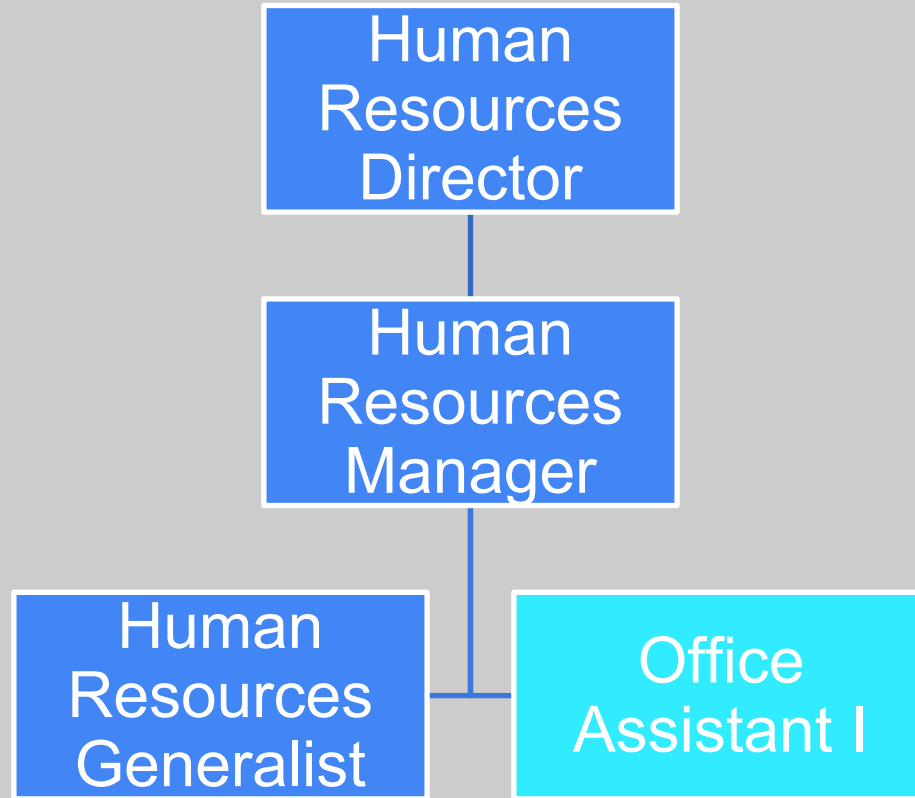
The Department is fully
staffed for 1st time many
months

Review and implement
changes in HR
processes

Researching ways to
enhance employee
engagement

- Holding more in-person gatherings
- Building positive relationships with employees and departments
- Launching compliance training for employees and supervisors
- Reviewing and update City policies and procedures

Current Organizational Chart



Full Time Employee Summary

Human Resources	Total FY 21-22 FTE's	Vacant	Proposed Total FY 22-23 FTE's
Human Resources Director	1	0	1
Human Resources Manager	1	0	1
Human Resources Generalist	1	0	1
Payroll/Benefits Coordinator	0	0	0
Office Assistant I	1	0	1
Total	4	0	4

- Work Study Intern through SFA - when available

Human Resources Proposed Budget

Expenses	FY 2020-21 Actual	FY 2021-22 Budget	FY 2022-23 Proposed
Personnel Services	\$246,074	\$346,802	\$362,762
Supplies & Materials	\$7,067	\$5,120	\$32,501
Contractual Services	\$23,273	\$23,983	\$54,871
Total	\$276,414	\$375,905	\$450,134

FY 2022-2023 Supplemental Packages, Baseline Adjustments

Supplemental Packages	Requested
HR Office Renovations	\$45,000
Total	\$45,000

Questions?





Planning & Zoning

Budget Presentation 2022-2023



Accomplishments and Future Goals

2020-2021 Accomplishments

- City reorganization – Combined P&Z, Code & Animal Services
- 37 Planning Apps in FY20-21 (ZON, ZBA, Plats).
- 20 Planning Apps this FY (Through April)
- New Office Assistant (FT)
- P&Z Educational Series
- Neighborhood meeting policies
- Comprehensive & Downtown Plan – Contract approved

Future Goals for Planning & Zoning

- Build neighborhood & community contacts
- Complete Development Review Process Assessment
- P&Z Commission training
- Comprehensive Plan & Downtown Master Plan – Process underway

Operational and Service Level Issues

- Annual increases in zoning & permit applications has increased staff workload, creating challenges in maintaining current service levels.
- No online application process for Planning applications.
- Expansion of public notices and implementation of neighborhood meetings has increased staff workload.
- Comprehensive Plan process and additional community meetings increased staff time spent out of office. Need for succession planning.

Service Level Changes

January 2021 –
Increase public notices

October 2021 –
Organization changes/
added depts.

January 2022 –
Comp Plan Update contract
approved

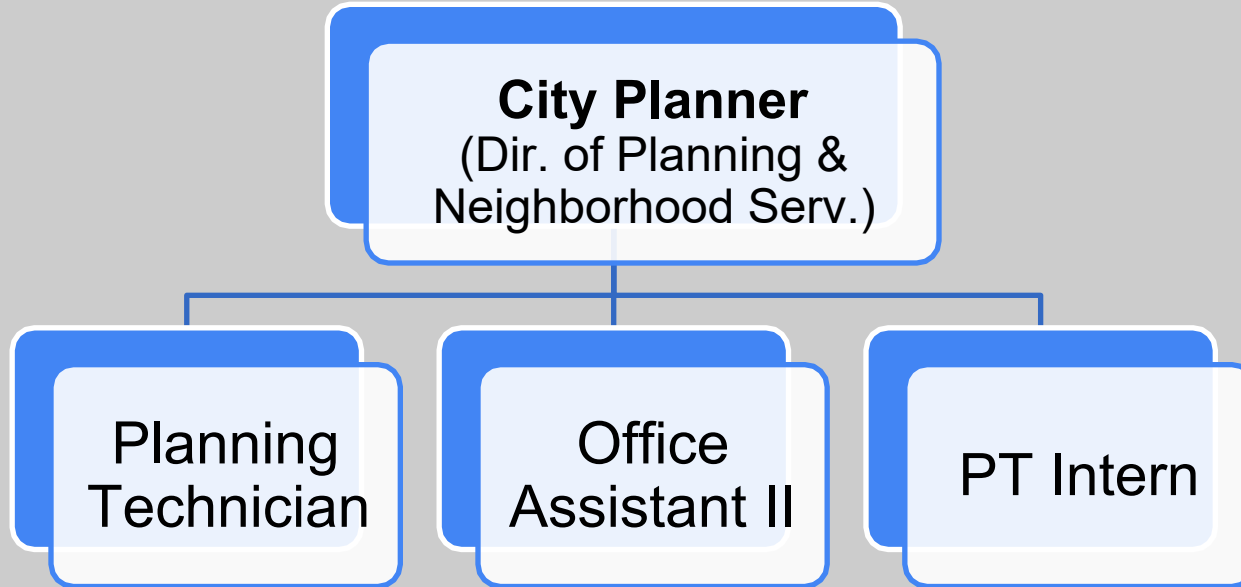
March 2022 –
Add neighborhood mtgs

- **Expanded public notices for zoning process: 500' postcards, signs, & online messaging.**
- **City Planner role expanded to include supervision of Code, Health, & Animal Services.**
- **Comp Plan Update underway, requires additional steering committee and project management.**
- **Hired Office Assistant for Planning & Engineering Services.**
- **P&Z policy changes to include: pre-application neighborhood meetings for zoning, and 2 monthly Commission meetings.**
- **Planning applications and case management will be streamlined with new inspections and permitting software**

Current Organizational Chart



P&Z Organizational Chart



Full Time Employee Summary

Planning & Zoning	Total FY 21-22 FTE's	Vacant	Total FY 22-23 FTE's
Management	1	0	1
Operational	2	0	2
Total	3	0	3

Planning & Zoning Proposed Budget - Expenses

EXPENSE	FY 2020-21	FY 2021-22	FY 2022-23
	ACTUAL	BUDGET	PROPOSED
Personnel	\$180,774	\$231,920	\$243,069
Materials & Supplies	\$2,126	\$700	\$2,400
Contractual Services	\$6,727	\$11,807	\$18,784
TOTAL	\$189,637	\$244,427	\$264,253

Questions?



Code Enforcement

Budget Presentation 2022-2023



Accomplishments and Future Goals

2021-2022 Accomplishments

- City reorganization – Combines P&Z, Code & Animal Services
- 3 New Code Officers: 1 FT, 2 PT
- Code Windshield Survey

Future Goals for Code

- Community & neighborhood education
- New case management software
- Tool Lending Program
- Community Clean-Up Day
- Abandoned Property Program

Operational and Service Level Issues

- **New Code Officers & cross training w/ ACOs has increased number of new code cases and overall compliance rates.**
- **Outdated case management software has impacted staff efficiency and productivity. Code case management and Health inspections software will be replaced with new inspections and permitting software.**

Service Level Changes

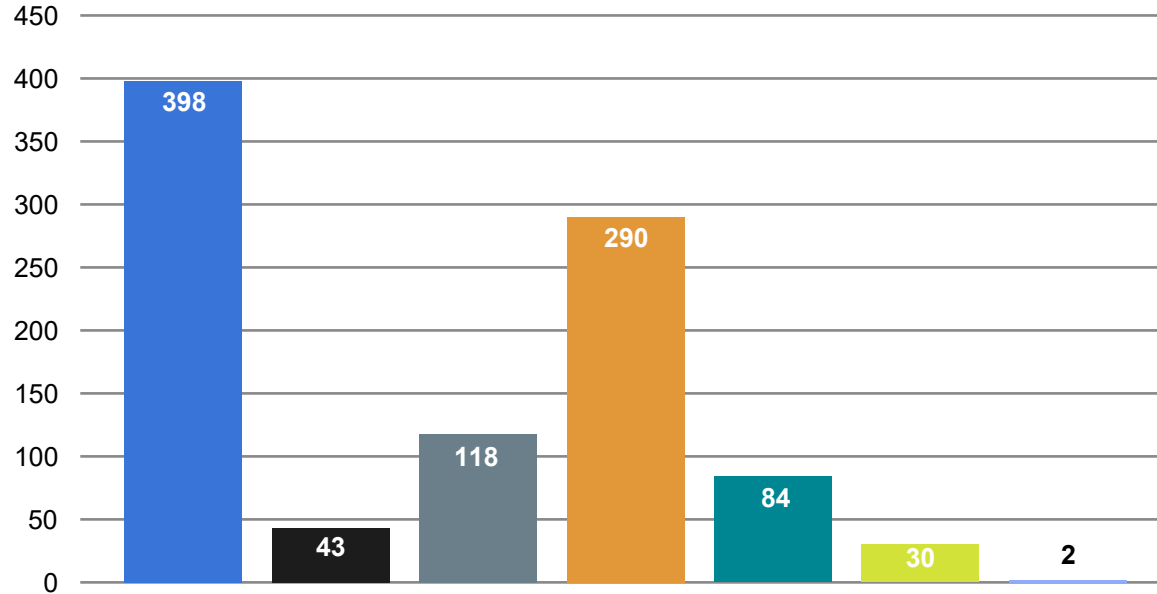
Organization changes/
added depts.

New staff (1 FT & 2 PT)

Proactive and aggressive
enforcement

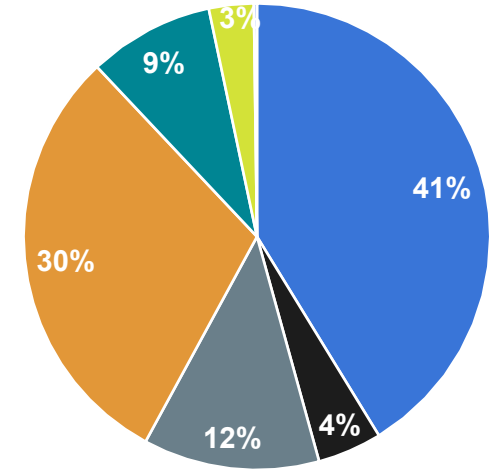
- **311 app, new Code staff & cross training w/ ACOs and has increased overall code enforcement capability.**
- **+100% increase in new cases & +60 % case closure rate.**
- **Code windshield survey, identified areas with overlapping Code issues.**
- **Developed new “courtesy” Code compliance letters.**

Code Windshield Survey - Fall 2021



■ Aban/Junk Vehicle (Driveway)
■ Sub-Standard (Unsafe) Building
■ Tall Weeds

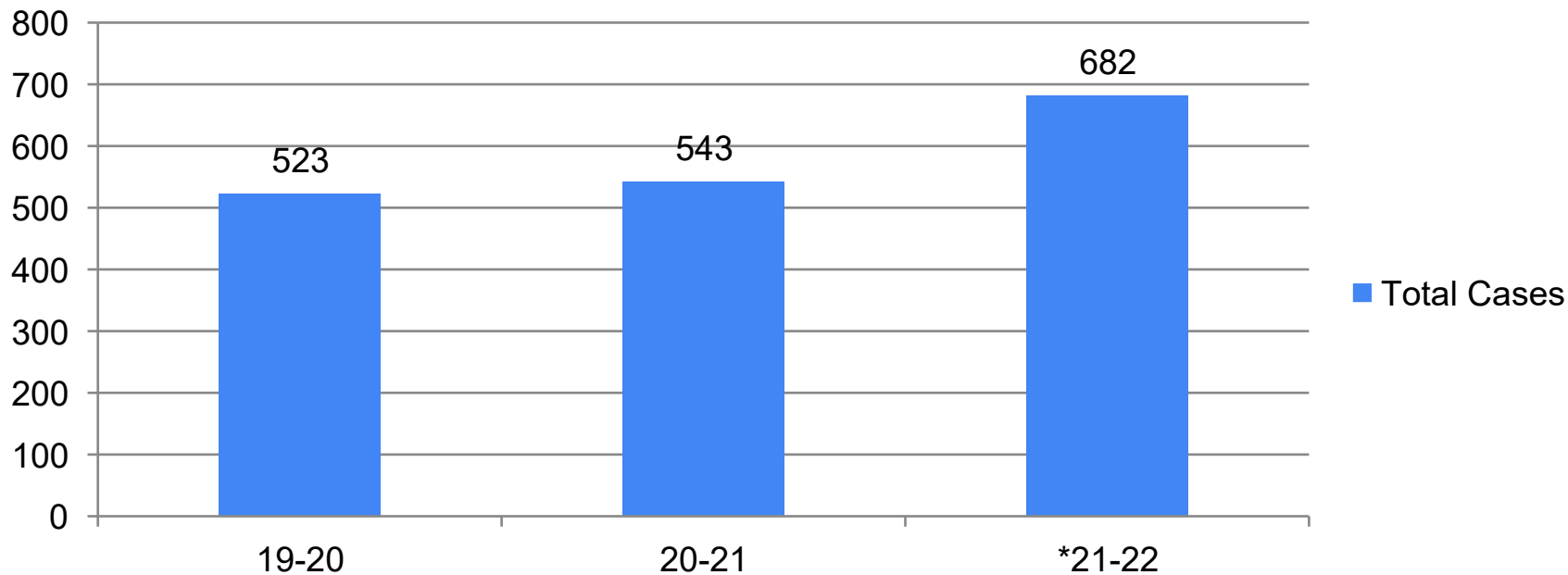
■ Aban/Junk Vehicle (Street)
■ Litter/Rubbish
■ Gen. Nuisance



Operational Data



Code & Health Cases

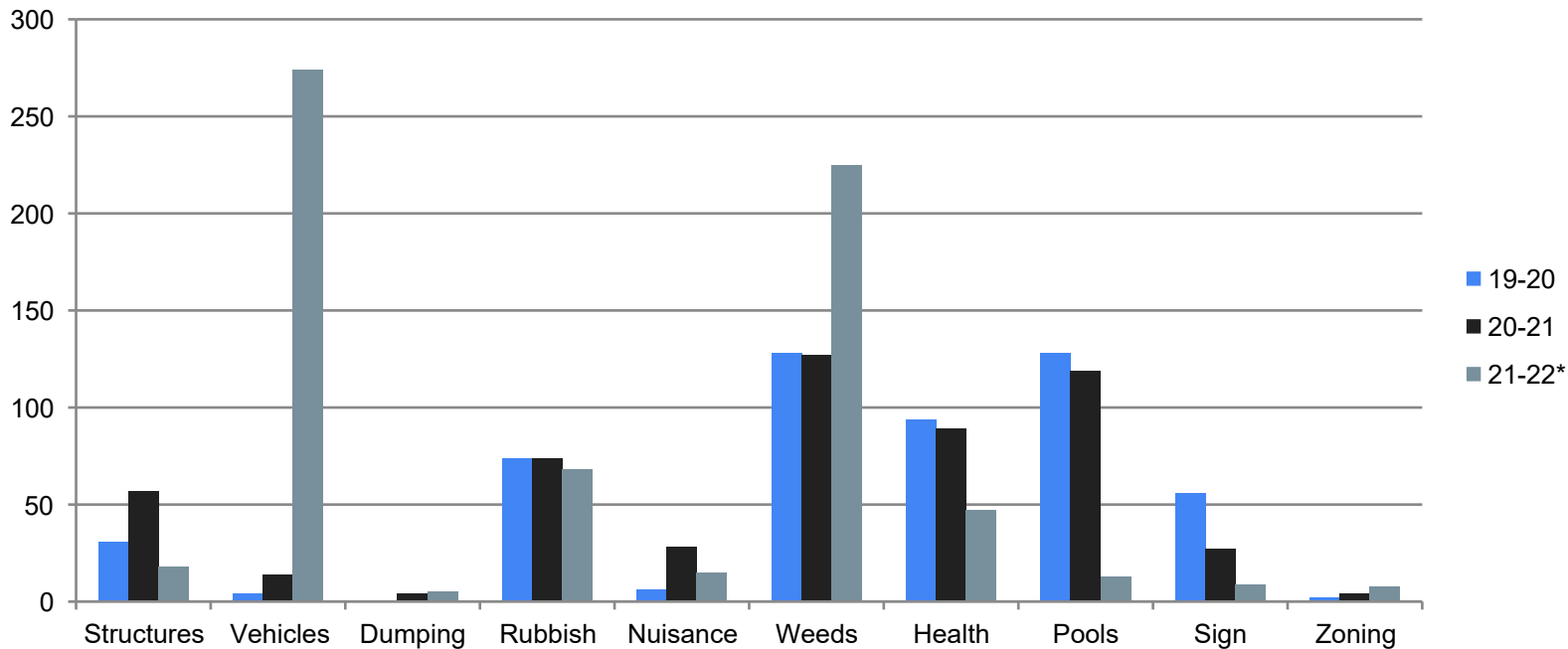


*As of May, 2022

Operational Data



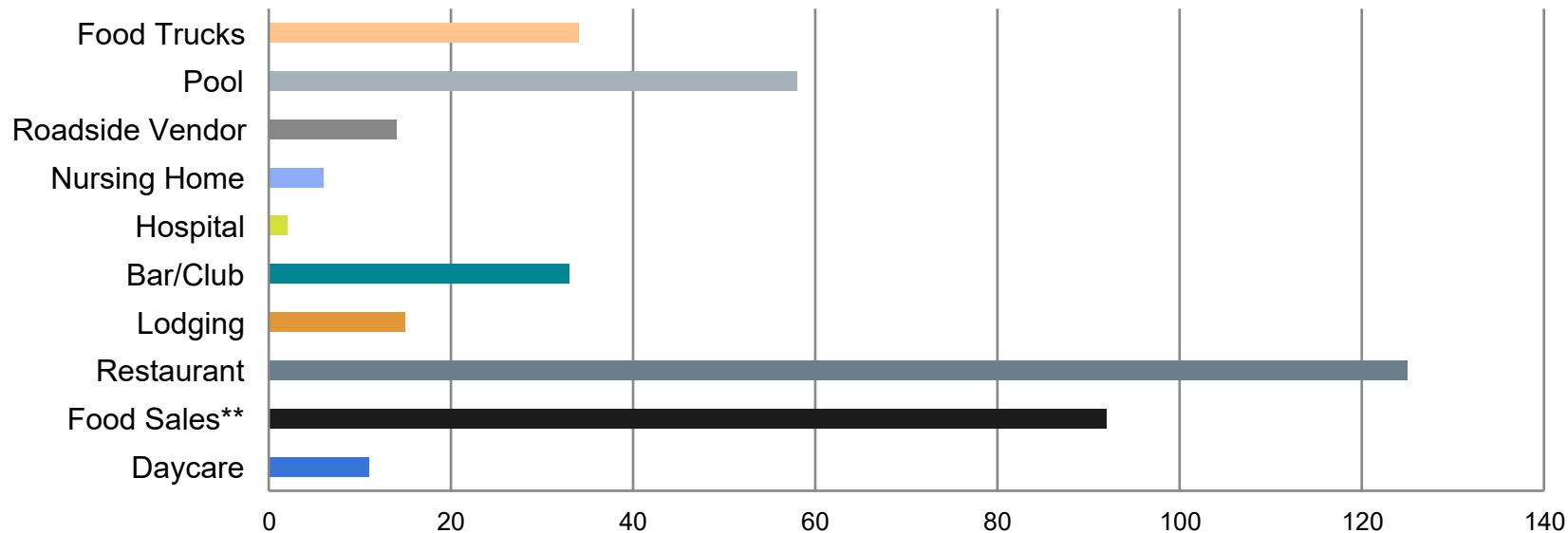
Cases By Type



Operational Data



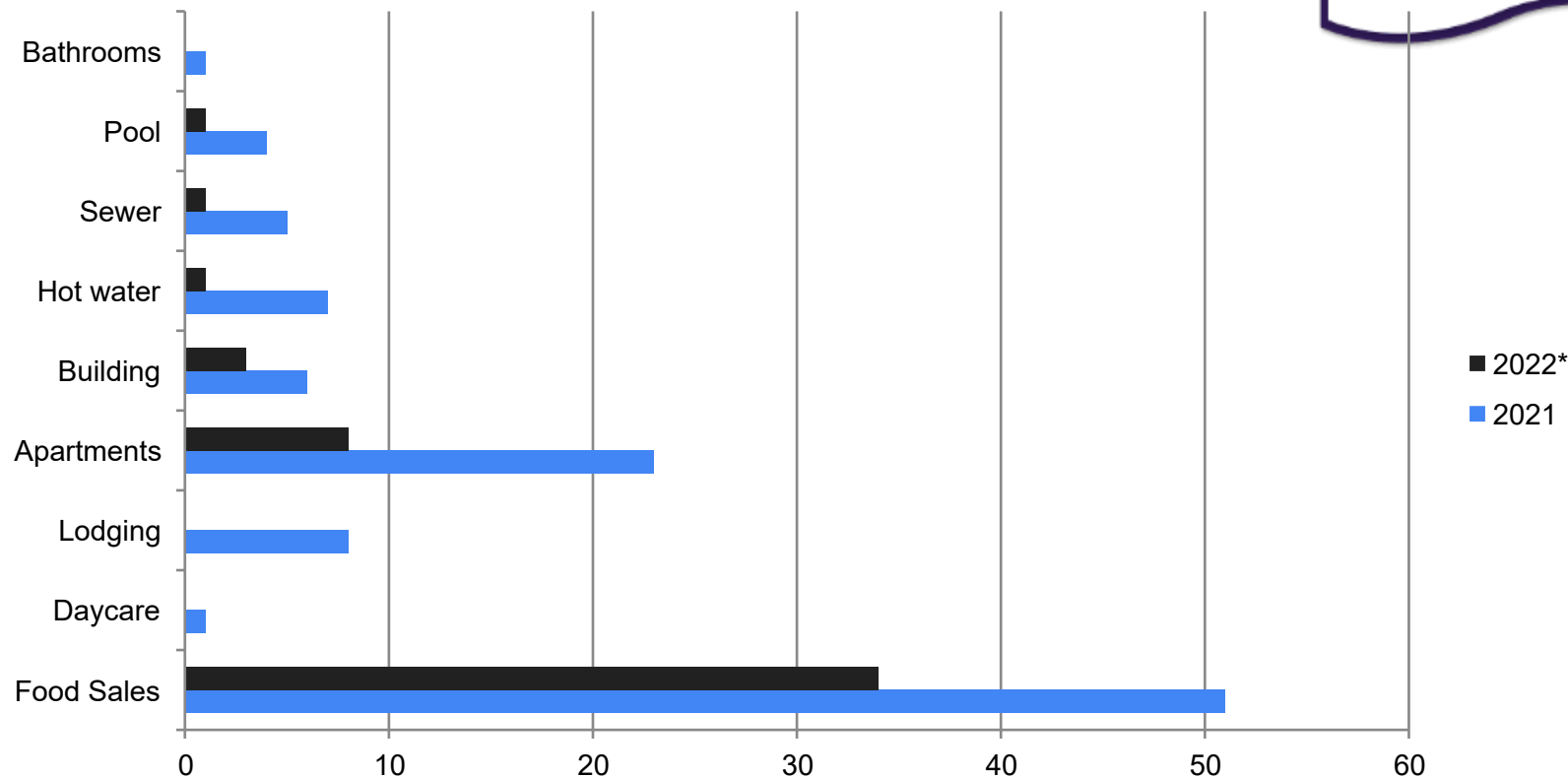
2022 Permitted Facilities - 390 Total



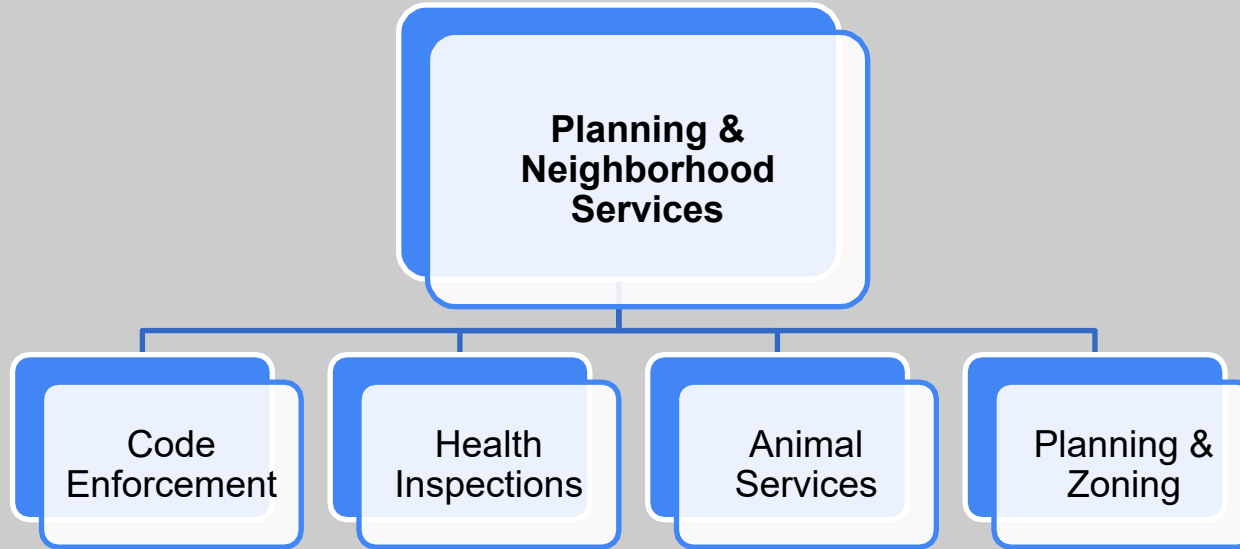
** Includes retail and department service (deli, bakery, etc.)

Operational Data

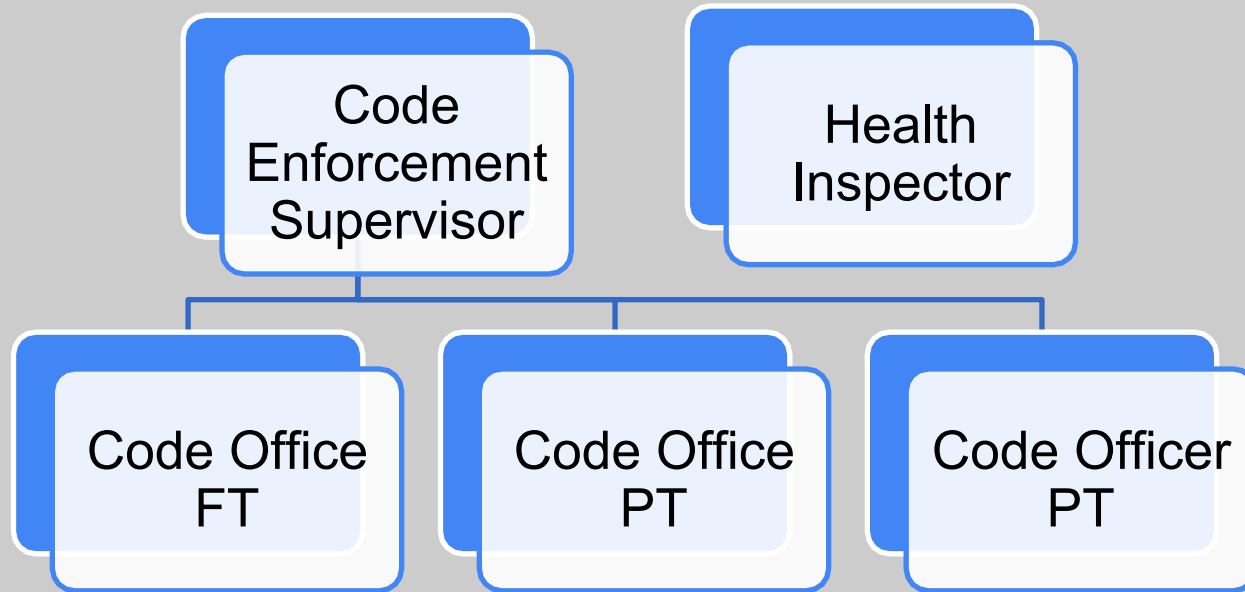
Health Cases



Current Organizational Chart



Code Organizational Chart



Employee Summary

Code & Health	Total FY 21-22	Vacant	Total FY 22-23
	FTE's		FTE's
Management	1	0	1
Operational	3	0	3
Total	4	0	4

Code Proposed Budget - Expenses

EXPENSE	FY 21-22 ACTUAL	FY 21-22 BUDGET	FY 22-23 PROPOSED
PERSONNELS	\$0	\$182,345	\$185,313
MATERIALS & SUPPLIES	\$0	\$3,550	\$8,100
MAINTENANCE OF STRUCTURES & EQUIPMENT	\$0	\$1,000	\$1,000
CONTRACTUAL SERVICES	\$0	\$68,032	\$71,200
TOTAL	\$0	\$254,927	\$265,613

Questions?



Nacogdoches Animal Services

Budget Presentation 2022-2023



Accomplishments and Future Goals



2021-2022 Accomplishments

- Reduced euthanasia rate by 27% from 2019 to 2021
- Current euthanasia rate is 32%
- Received recognition award from the Humane Society
- Resurfaced outdoor & puppy kennels.
- Adoption & foster applications 100% online.
- Expanded social media outreach.
- New generator scheduled for delivery.



Future Goals for Animal Services

- Adopt a Responsible Pet Ownership ordinance.
- 10% or less euthanasia rate by continuing cooperative efforts w/ individuals & animal welfare organizations.
- Increase public education efforts w/in & outside City depts.
- Continue improving facility to promote animal health.

Operational and Service Level Issues

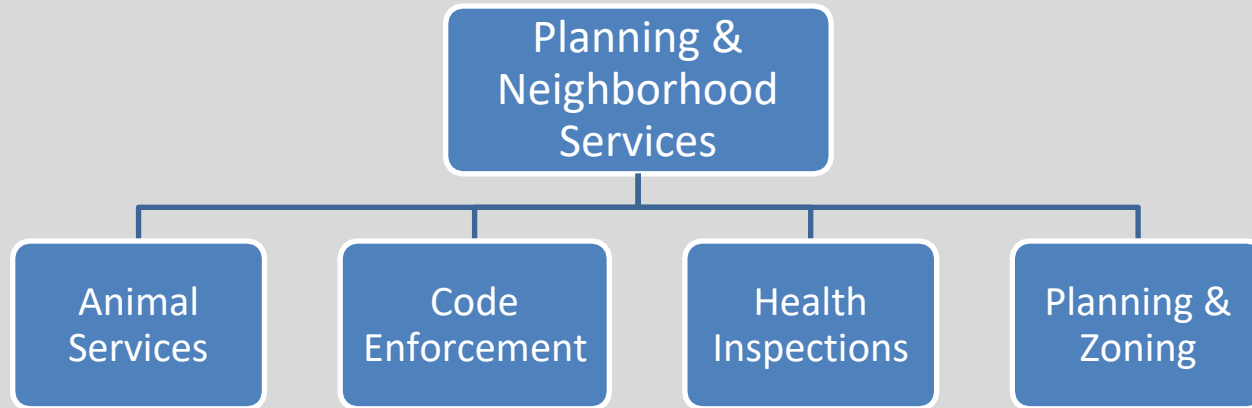


- A new Animal Control truck is needed. Current vehicle has been out of commission since Nov. 2021.
- Outdoor & puppy kennel floors recently resurfaced.
- Establish & maintain written Standard Operating Procedures.
- Staff has been working on smaller in-house projects to further improve the shelter.
- Staff continues to increase live animal exits by coordinating with foster families, rescues, & local animal welfare organizations . Together we maintain a healthy animal population & network animals nationwide.

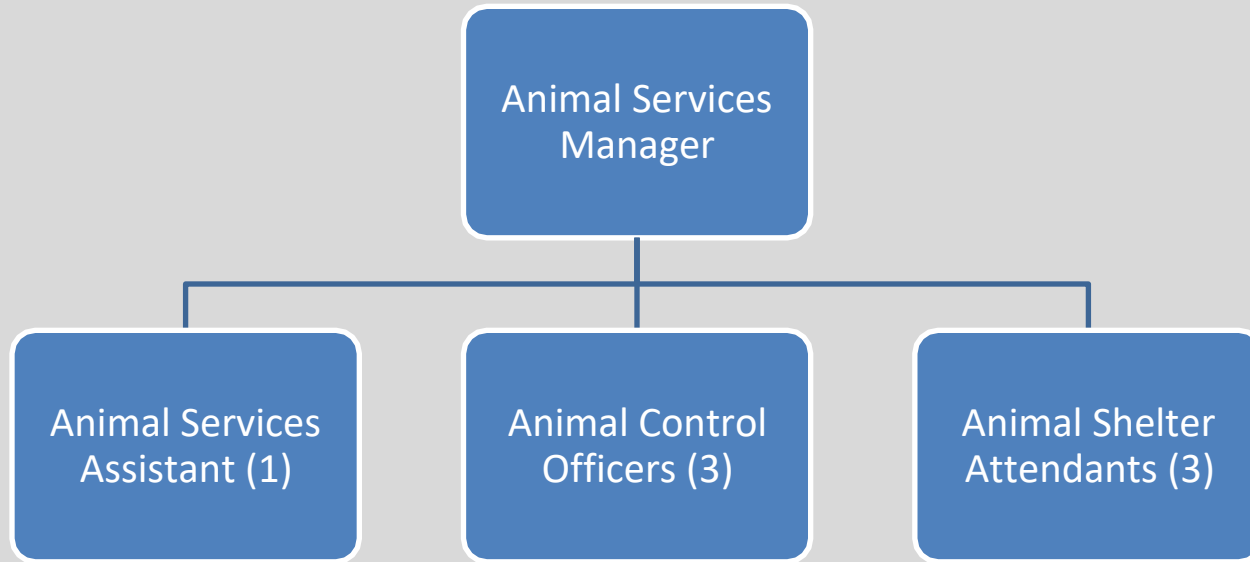
Service Level Changes

- **All adoption and foster applications now 100% online.**
- **10/1/21 – City reorganization to combine P&Z, Code and Animal Services.**
- **Cross training w/ Code Officers has increased overall code enforcement capability by helping ACO's indentify and report code violations in the field.**

Current Dept. Organizational Chart



Current Division Organizational Chart



Full Time Employee Summary

Animal Services Department	Total FY 21-22 FTE's	Vacant	Total FY 22-23 FTE's
Management	1	0	1
Operational	7	1	8*
Total	8	1	9

Proposed Position: Adoption & Rescue Coordinator

Animal Services Proposed Budget

Revenue	FY 20-21 ACTUAL	FY21-22 BUDGET	FY 22-23 PROPOSED
Donations	\$6,631	\$7,500	\$7,500
Animal Service Fees	\$33,368	\$35,000	\$35,000
Microchip Fees	\$12,919	\$12,500	\$12,500
Total	\$52,918	\$55,000	\$55,000

Animal Services Proposed Budget

Expenses	FY 20-21 ACTUAL	FY21-22 BUDGET	FY 22-23 PROPOSED
Personnel	\$386,437	\$412,456	\$413,521
Materials & Supplies	\$65,277	\$64,315	\$67,995
Maintenance of Structures and Equipment	\$13,234	\$16,011	\$11,480
Contractual Services	\$41,238	\$59,127	\$69,737
Total	\$506,186	\$551,909	\$562,733

FY 2022-2023 Supplemental Packages, Baseline Adjustments

Supplemental Packages	Requested
Adoption & Rescue Coordinator (Pay grade 14)	\$45,400
Total	\$45,400



Questions?



Utility Billing/Customer Service

Budget Presentation 2021-2022



Accomplishments and Future Goals

SENSUSANALYTICS

300%

INCREASE IN WATER
SUPPLIED BY PUBLIC WATER
AGENCIES IN THE LAST 50
YEARS

OF U.S. COMMUNITY WATER
SYSTEMS PROVIDE WATER
TO 82% OF THE US
POPULATION

8%

286

MILLION AMERICANS RELY
ON WATER RECEIVED FROM
A PUBLIC WATER SYSTEM



2021-2022 Accomplishments

- Smart Meters installed in special situations that monitor water pressure and have electronic shut off capabilities thru the AMI System
- Getting word out about the available customer water consumption portal provided by AMI System
- Approximately 1100 meters have been replaced or repaired by staff in just over eight months (800 last year budget year)

Future Goals for Utility Billing

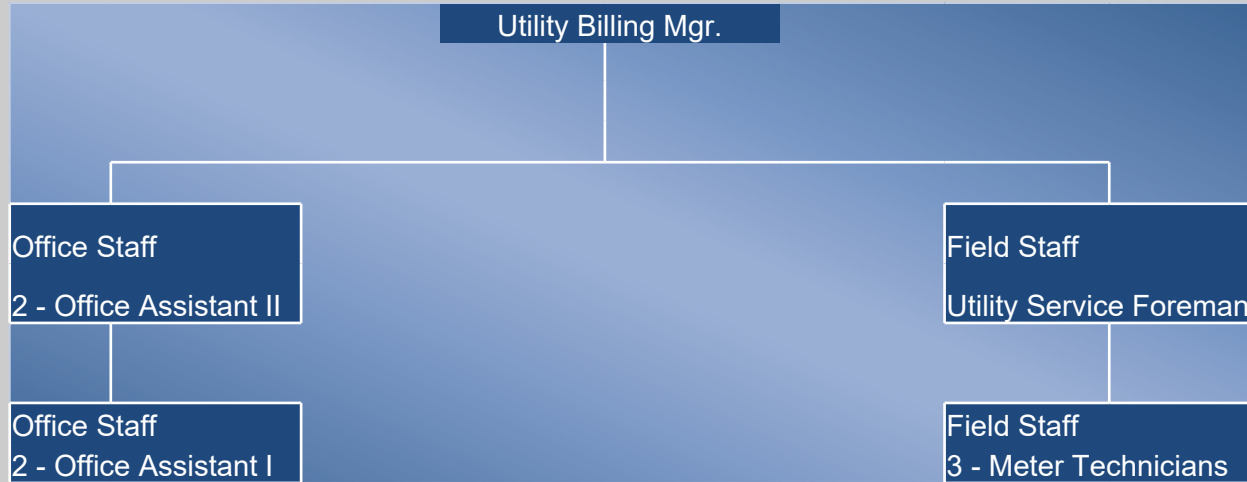
- Offer Customers ability to apply for services online.
- Look in to more payment options for Customers in effort to reduce lobby traffic and credit card fees
- Eliminate paper work orders.
- Implementing the replacement of the aging meters and transmitters in the AMI System.

Operational and Service Level Issues

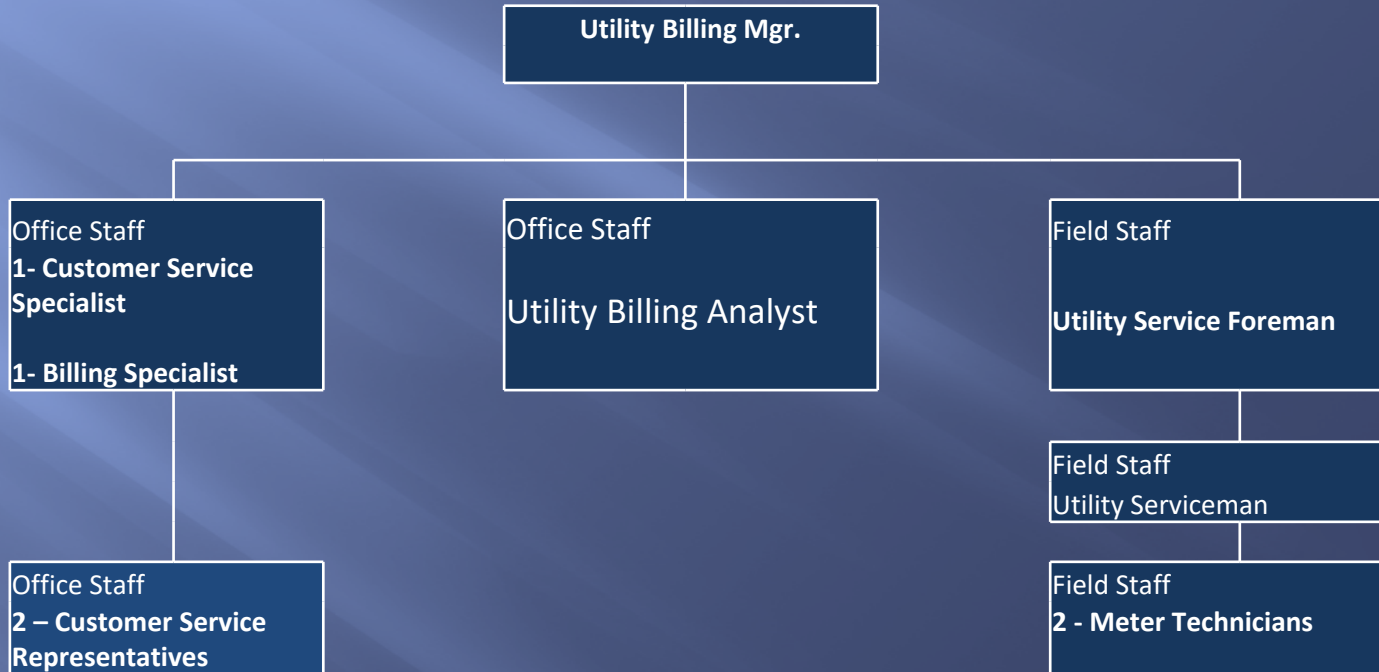


- Biggest issue facing Utility Billing Department are the aging meters and transmitters in the ground that will need to be replaced in the near future to keep the (AMI) meter reading system functioning.
- Availability of meters and associated components due to supply chain break downs
- Utilizing all of the information provided by the AMI system

Current Organizational Chart



Proposed Organizational Chart



Full Time Employee Summary

Utility Billing/ Customer Service	Total FY 21- 22 FTE's	Vacant	Total FY 22- 23 FTE's
Management	1	0	1
Operational	8	0	9*
Total	9	0	10

2021 - 2022 FY Total of 9 FTEs

2022 - 2023 FY *Proposed Total of 10 FTEs

Utility Billing Proposed Budget

Expenses	FY 2020-21 Actual	FY 2021-22 Budget	FY 2022-23 Proposed
Personnel	\$539,199	\$561,735	\$562,760
Supplies & Materials	\$77,920	\$101,750	\$114,950
Maintenance of Structures and Equipment	\$263,281	\$305,976	\$354,826
Contractual Services	\$258,197	\$268,196	\$278,140
Total	\$1,138,597	\$1,237,657	\$1,310,676

FY 2022–2023 Supplemental Packages, Baseline Adjustments

Supplemental Packages	Requested
New Utility Billing Analyst Position	\$48,200
Replacement Vehicle (#734)	\$50,000
Total	\$98,200

Questions?

WATER BILLING

OPEN

OPEN



City Secretary

Budget Presentation 2022-2023



City Secretary Accomplishments/Future Goals



2021-2022 Accomplishments

- Implemented JustFOIA open records request software & managed amendments to the system
- Trained new staff on CivicClerk (Agenda Management Software)
- Prepare for Election
- Elections, Records Management, FMLA and ADA Training
- Boards/Commissions Handbook updated
- Assisted with HR Director Interview process
- Worked with and trained a Part-time Intern to assist with several projects

Future Goals

- Training on the City's records management system (Laserfiche)
- Hire an Office Assistant I for City Secretary's office. This position would be trained to take on City Secretary's duties in her absence
- Education/Training (Elections and Public Information Requests)
- Update current policies (open records request, records management, board appointments, etc)
- Update ordinances pertaining to City Secretary's Office

City Secretary Operational and Service Level Issues



Staff has been working to streamline the open records request system in the City Secretary's Office. December 2021 the City launched a new open records request software (JustFOIA) . This software launch has been difficult as the system had to be modified several times to fit our needs and staff had to be trained twice. The system is now up and running.

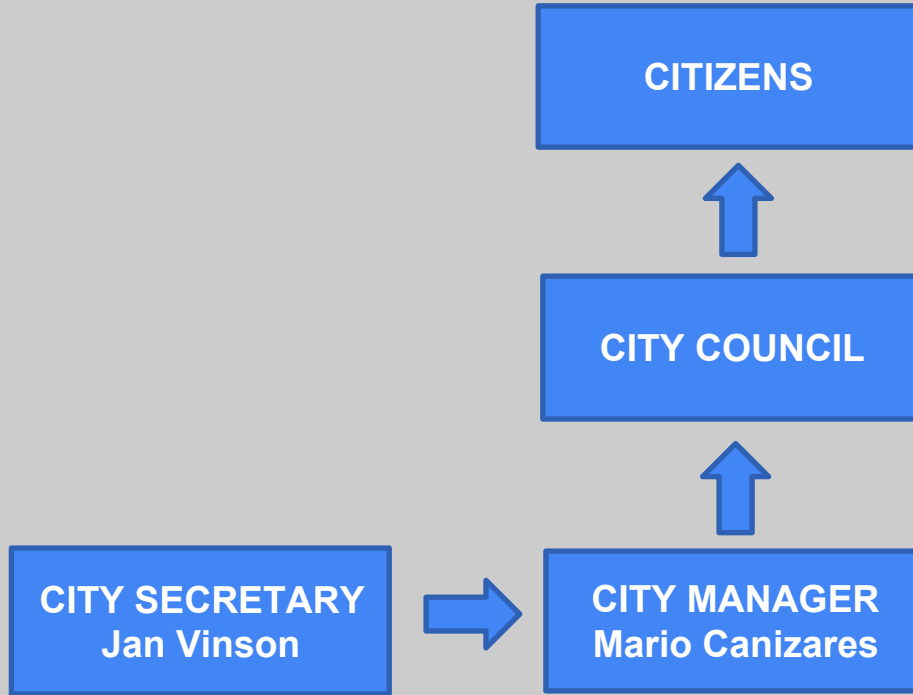
I am hopeful that City Council will approve the addition of an Office Assistant I to the City Secretary's office this budget year to assist will clerical duties which would allow me to focus more time on tasks such as records management, open records requests, city board appointments, elections, policies, etc.

FUTURE:

My goal is to fully utilize the records management system we currently have but inorder to do that more training is necessary and expensive. We store over 300,000 documents in our electronic filing system many of those have passed their retention period.

Better understanding of the JustFOIA system (open records requests).

Current Organizational Chart



Full Time Employee Summary

Division	Total FY21-22 FTE's	Vacant	Total FY22-23 FTE's
City Secretary	1	0	1
Office Assistant III	0	1	1*
* New request			

City Secretary Proposed Budget

BUDGET CATAGORIES	FY20/21 Actual	FY21/22 Budget	FY22/23 Proposed
Personnel Service	\$98,150	\$99,412	\$100,143
Supplies & Materials	\$319	\$600	\$600
Maintenance of Equipment	\$0	\$7,600	\$16,150
Contractual Services	\$18,588	\$29,578	\$20,010
TOTAL	\$117,057	\$137,190	\$136,903

City Secretary FY 2022-2023 Supplemental Packages, Baseline Adjustments

Supplemental Packages	Requested
Office Assistant III	\$53,175
Total	\$53,175

Questions?





Community Services Department

Budget Presentation 2022-2023



Parks & Cemetery - Accomplishments and Future Goals



2021-2022 Accomplishments

- Design and installation of new playground at Ritchie Street Park making Ritchie Street Playground the 2nd National Demonstration Site in Texas
- Planted 3 new Pollinator Gardens as part of the Mayors Monarch Pledge
- Worked with volunteer groups to restore Buffalo Soldier marker and grave fence at Zion Hill Cemetery

Future Goals

- Prioritize athletic fields and facilities
- Continue to add public art
- Continue upgrading park pavilions
- Continue marker cleaning and restoration in partnership with SFA and volunteer groups
- Create a more efficient mosquito treatment program
- Upgrade cemetery database
- Complete painting of Pickleball court at Banita Creek Park

Recreation - Accomplishments and Future Goals



2021-2022 Accomplishments

- Expanded disc golf offerings with the addition of the Iron Leaf Course at Lake Nacogdoches West
- Awarded 18 Historic Restoration Grants in 2022 cycle, supporting \$326,000 in historic preservation projects
- Created a successful Pickleball program and hosted our first Pickleball tournament
- Hosted and participated in community events including COVID shot clinics, National Night Out block party, SFA Health & Wellness Fair and NEDCO job fairs
- Increase revenue and programs to pre-COVID levels

Future Goals

- Develop bicycle/pedestrian routes to provide safe connections between homes, businesses, parks and recreational facilities
- Explore resident vs. non-resident fee structure
- Increase youth sports participation
- Expand adult and youth program offerings

Historic Sites and Main Street Accomplishments and Future Goals



2021-2022 Accomplishments

- Zion Hill was deemed structurally sound in February 2022 by the structural engineer
- Onboarded 3 new Historic Sites staff members
- Worked with Friends of Historic Nacogdoches, Inc. to bring back the Living History of Oak Grove Cemetery Tour (April 2022)
- Hosted 10 community events and welcomed 2,443 visitors to date
- Signed contract with DTJ Designs to begin the Downtown Master Plan project
- Hosted most successful Main Street Wine Swirl event to date - over \$30,000 in profit

Future Goals

- Complete Zion Hill restoration project
- Increase records/photo archives for Zion Hill Baptist Church by hosting community collection days
- Increase number of community events and engagement
- Fully integrate collections projects with new collection software
- Complete Downtown Master Plan project in conjunction with the Comprehensive Master Plan update
- Increase coordination with NEDCO and other organizations to facilitate Downtown growth and development
- Reimplement the Downtown Beautification Grant program for Downtown businesses and properties

Library Accomplishments & Future Goals



2021-2022 Accomplishments

- Grant awards in excess of \$30,000
- Incorporated virtual programs and curbside delivery into regular library service delivery
- 221 in person and virtual programs during FY 20-21 with an overall attendance of 3,376
- 144 programs offered in the last 6 months
- Return of Dia de los Muertos Festival
- Resumed online and in-person citizenship and ESL conversation classes (FY 20-21)
- Increase use of electronic materials and digital collections

Future Goals

- Continue services that support remote learning and work, such as hotspot & technology loans and offering options for virtual program attendance
- Participate in broadband and technology discussions locally and regionally
- Adjust library programs and offerings to meet the ever changing needs of the community
- Increase the number of customers using the digital collection
- Bridge the digital divide or lack of internet access in the community

Parks & Cemetery Operational and Service Level Issues



What are issues facing the Department?

- Several park restrooms were permanently closed due to extensive damage
- Severe damage to the Splashadoches Splash Pad
- Increased duties, including additional maintained areas and additional community events, without an increase in staffing

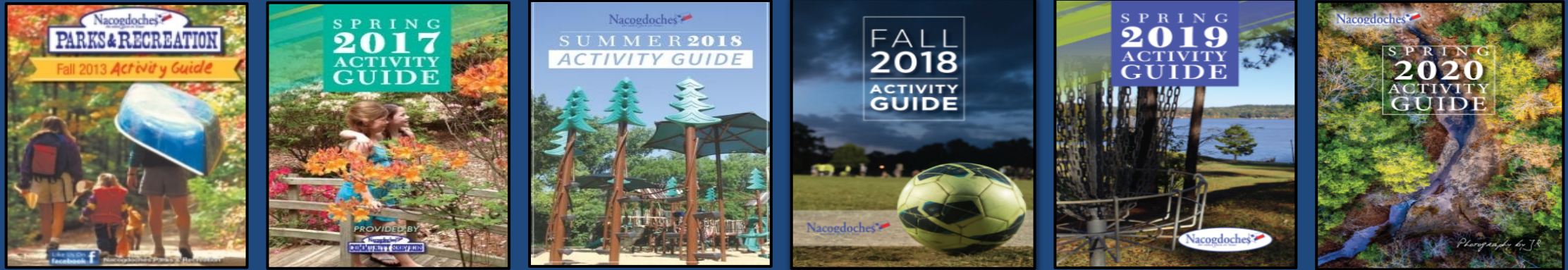
What has been the department's emphasis over the last several months?

- Addressing repeated storm damage at park facilities
- Installing new Disc Golf course at Lake Nacogdoches West Park

What innovations/efficiencies have been developed?

- Hired a part time staff person to establish cemetery office hours to better assist the public

Recreation Operational and Service Level Issues



What are issues facing the Recreation Department?

- Providing programs during non-peak hours
- Lack of available program space during peak hours

What has been the department's emphasis over the last several months?

- Providing new, non-athletic programs
- Planning community events outside of the Recreation facility

What innovations/efficiencies have been developed?

- Easy access to online registration system with Civic Rec plugin on city website
- Event calendars and sports schedules are now available online

Library Operational and Service Level Issues



What are issues facing the Department?

- Delays in shipping of books and materials due to nationwide shortages
- Cost of popular items, such as eAudio books continues to rise
- Large portion of walk-in customers for computer use lack digital literacy skills requiring more one-on-one staff time

What has been the department's emphasis over the last several months?

- Returning programming to pre-COVID levels
- Updating library policies
- Promoting literacy - Financial, Technology, Print

What innovations/efficiencies have been developed?

- Library hours now better reflect the needs of customers
- Some programs now offered as virtual and in-person

Historic Sites & Main Street Operational & Service Level Issues



Issues facing the Historic Sites & Main Street Departments:

- Struggle to maintain open hours due to staffing. This issue will increase when the Zion Hill Church restoration is complete and the building is opened.
- Increase in material and labor costs leads to an increase in the cost of maintenance for our 4 historic properties.
- Research and community involvement for the design and development of Zion Hill exhibits.

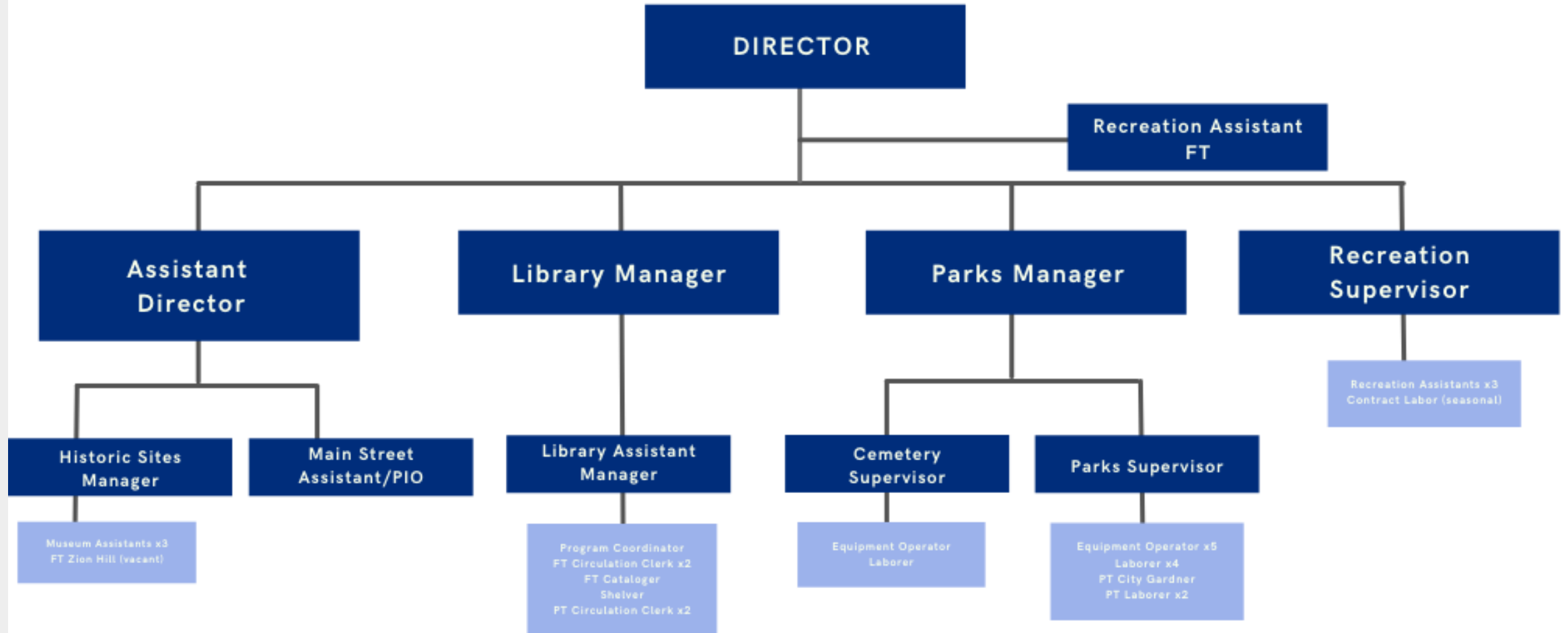
What has been the department's emphasis over the last several months?

- Onboarding a new Historic Sites Manager.
- Working with DTJ and the Downtown Master Plan Steering Committee on the Master Plan update project.

What innovations/efficiencies have been developed?

- Started transition to a cloud based museum cataloging software
- Utilize online forms and databases to assist with Historic Sites and Main Street projects

Current Organizational Chart

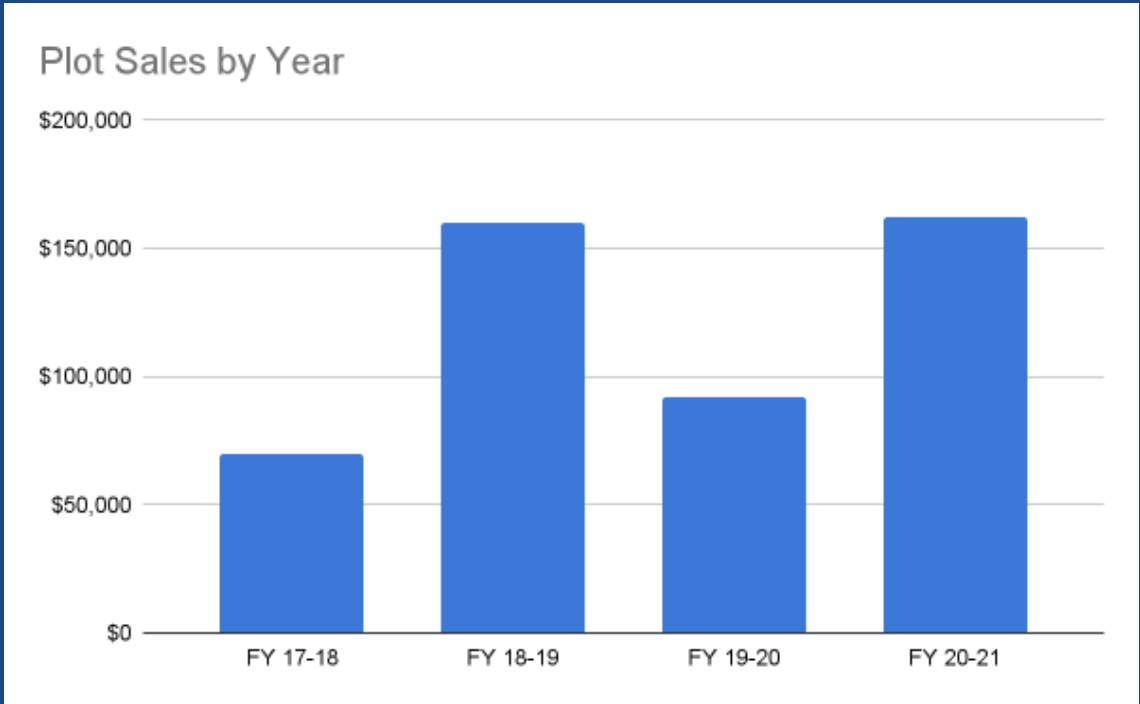


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Department	Total FY 21-22 FTE's	Vacant	Total FY 22-23 FTE's
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Total	35.5	2.5	36

Parks and Cemetery Department Proposed Revenue

FY 2018-19 Actual	\$160,600
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FY 2021-22 Estimate	YTD \$58,900
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Average annual plot sales from last 3
FY was \$138,590

Oak Grove sales in FY18 –19
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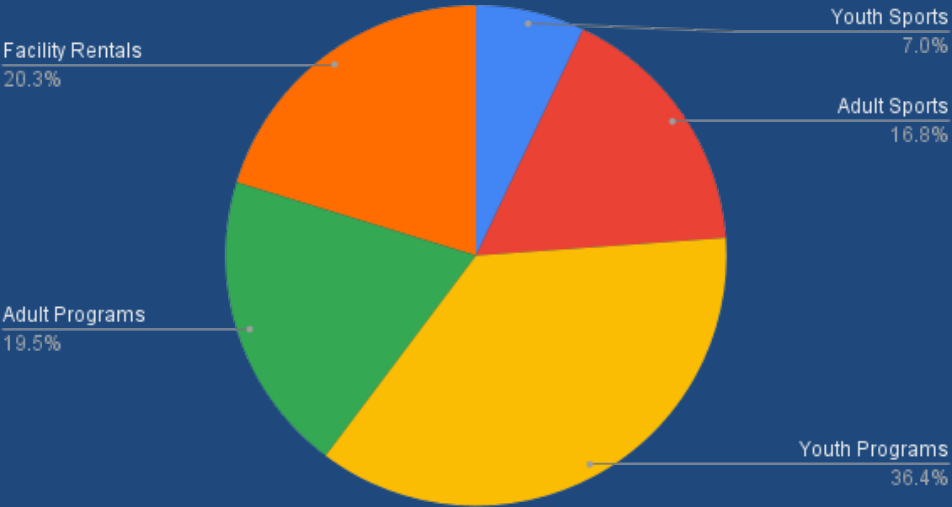
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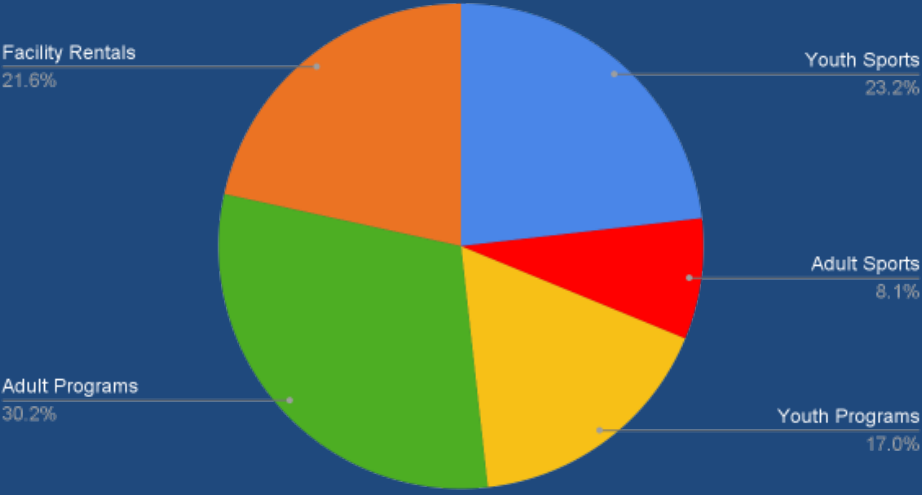
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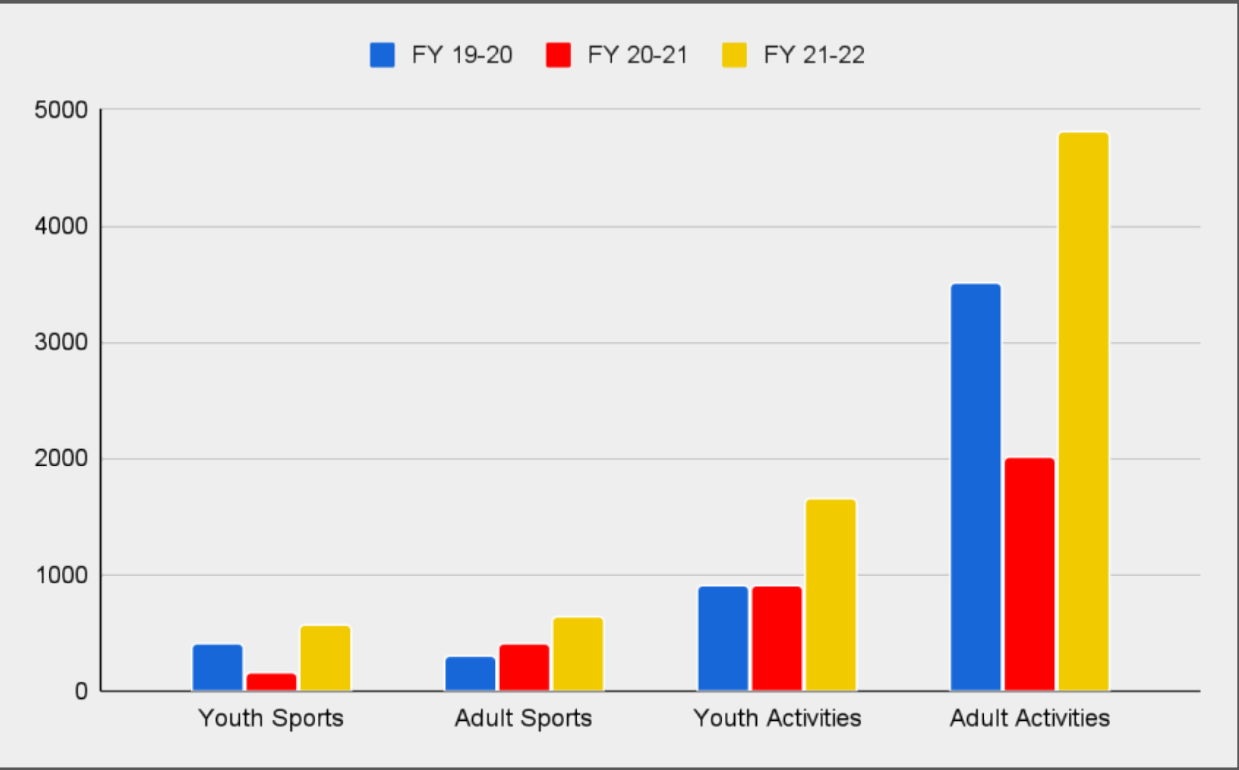


FY 21-22

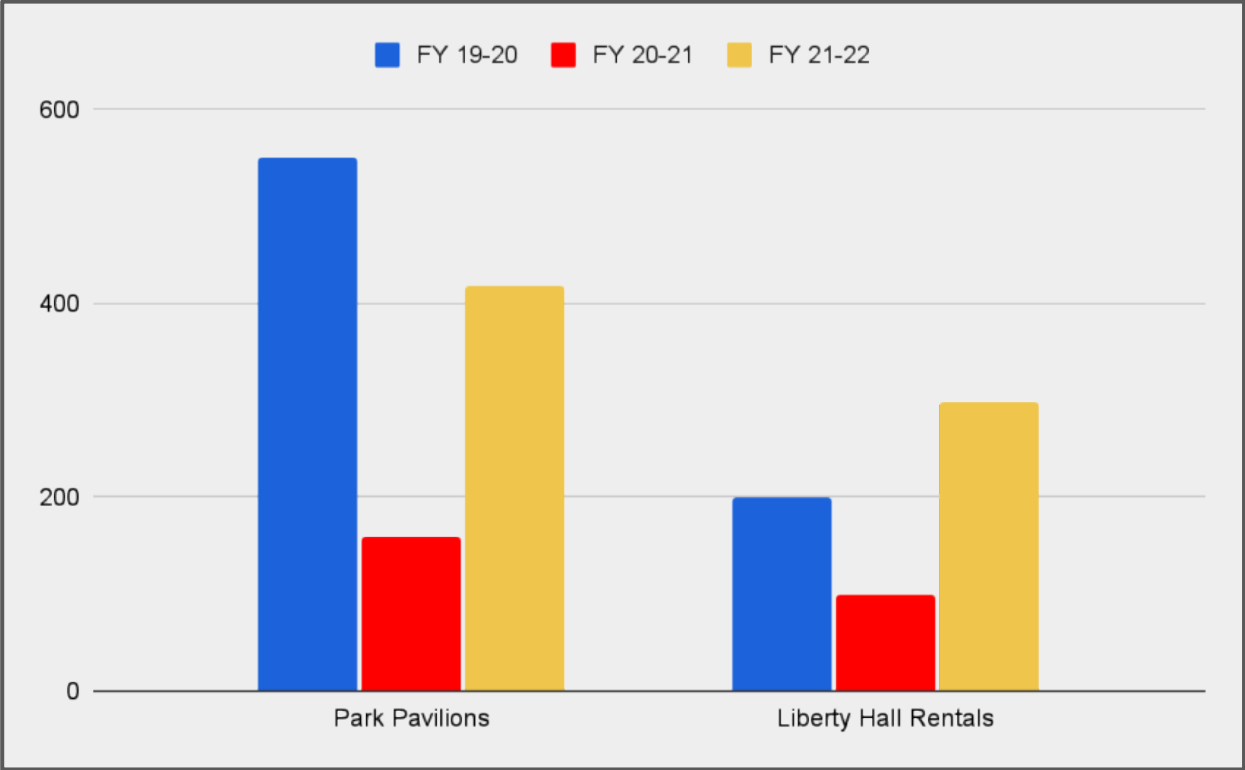


Activity participation and Facility Rentals

Participation numbers



Facility rentals



*FY 21-22 numbers as of 4/25/22

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*Combined Main Street , Historic Sites & Communications Budgets

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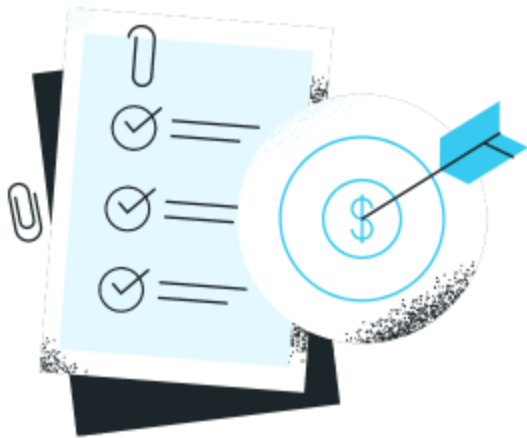
Questions?



A.L. MANGHAM, JR. REGIONAL AIRPORT

PRESENTED BY JOE CEFALU, AIRPORT MANAGER

FUTURE GOALS



AIRPORT CONSTRUCTION & MAINTENANCE

- To successfully champion the acceptance of the new Terminal Plan by TxDOT/FAA and begin construction within five years.
- Resurface the runway within five years.

COLLABORATE WITH THE COMMUNITY

- Continue to pursue projects with the Airport Advisory Board, and build rapport with pilots and the local community.
- Assist in the success of the new SFA Flight School and the construction of facilities to accommodate the same.

ACCOMPLISHMENTS



Replaced numerous inoperable lights with LED bulbs for energy conservation.

Installed Stormwater Testing Sites to facilitate more timely sampling.

Purchased AvGAS Sump Saver that saves over \$7000/year in waste fuel.

Garnered acceptance from Airport Advisory Board of New Airport Terminal Construction Plan.

Facilitated, advised and promoted the new SFA Flight School program.

Opened the Airport to several community organizations for non-aviation activities.

AIRPORT FUEL OPERATIONS 2021-2022

- 14% INCREASE SALE OF AVGAS FUEL COST
- 23% INCREASE SALE OF JETA FUEL COST
- 44% INCREASE IN FUEL SALES
- OVER 500% INCREASE IN AIRCRAFT TRAFFIC
- CURRENTLY AT 97% OF FUEL BUDGET
- ESTIMATE AN ADDITIONAL \$160K IN FUEL SALES
- NET AN ADDITIONAL \$45,600 REVENUE

City of Nacogdoches FBO Fuel Sales FY 2020-2021 and FY 2021-2022										
	FY 2020-2021	FY 2021-2022		FY 2020-2021			FY 2021-2022			
	Gross FBO Fuel Sales	Gross FBO Fuel Sales	Previous Year Comparison	AVGAS Gallons Sold	JET A Gallons Sold	Total Gal Sold	AVGAS Gallons Sold	JET A Gallons Sold	Total Gal Sold	Previous Year Comparison
OCT	\$ 37,838.99	\$ 63,631.64	\$ 25,792.65	2,915.58	3,604.00	6,519.58	3,741.68	7,217.49	10,959.17	4,439.59
NOV	\$ 38,996.98	\$ 56,571.32	\$ 17,574.34	2,849.65	4,840.49	7,690.14	4,051.69	4,917.32	8,969.01	1,278.87
DEC	\$ 31,147.37	\$ 75,798.17	\$ 44,650.80	2,502.01	3,286.00	5,788.01	2,505.23	6,700.05	9,205.28	3,417.27
JAN	\$ 26,467.57	\$ 35,081.21	\$ 8,613.64	1,798.77	4,387.97	6,186.74	3,840.34	5,441.22	9,281.56	3,094.82
FEB	\$ 20,556.48	\$ 34,400.16	\$ 13,843.68	1,062.19	5,169.24	6,231.43	3,237.53	4,750.17	7,987.70	1,756.27
MAR	\$ 33,767.22	\$ 85,349.80	\$ 51,582.58	2,961.67	3,665.91	6,627.58	3,577.58	8,530.46	12,108.04	5,480.46
APR	\$ 36,135.49	\$ 70,238.12	\$ 34,102.63	2,623.91	4,716.63	7,340.54	3,160.64	6,013.62	9,174.26	1,833.72
MAY	\$ 43,651.67	\$ 64,031.42	\$ 20,379.75	2,714.91	7,530.00	10,244.91	3,084.67	7,404.06	10,488.73	243.82
JUN	\$ 71,197.45	\$ -	\$ (71,197.45)	3,032.69	6,585.11	9,617.80	-	-	-	(9,617.80)
JUL	\$ 46,515.37	\$ -	\$ (46,515.37)	4,359.15	5,999.90	10,359.05	-	-	-	(10,359.05)
AUG	\$ 44,252.73	\$ -	\$ (44,252.73)	2,578.89	6,101.08	8,679.97	-	-	-	(8,679.97)
SEP	\$ 63,822.39	\$ -	\$ (63,822.39)	2,983.60	10,192.54	13,176.14	-	-	-	(13,176.14)
TOTALS:	\$ 494,349.71	\$ 485,101.84	\$ (9,247.87)	32,383.02	66,078.87	98,461.89	27,199.36	50,974.39	78,173.75	(20,288.14)

Full Time Employee Summary

Airport FBO	Total FY 21-22 FTE's	Vacant	Proposed Total FY 22-23 FTE's
Airport Manager	1	0	1
Airport Lineman	1	0	0
Part-time Airport Lineman	1	0	3
Total	3	0	2.5

Airport FBO Proposed Budget

Expenses	FY 2020-21 Actual	FY 2021-22 Budget	FY 2022-23 Proposed
Personnel Services	\$161,746	\$166,075	\$150,320
Supplies & Materials	\$235,969	\$264,500	\$293,600
Maintenance	\$4,308	\$6,500	\$6,700
Contractual Services	\$38,162	\$56,865	\$56,226
Total	\$440,185	\$493,940	\$506,846

AIRPORT CIP

- AIRPORT RUNWAY PROJECT SCHEDULED, APPROXIMATELY 1.5 MILLION DOLLAR COST
- 90/10 FEDERAL FUNDING
- \$150,000 COST TO CITY

Thank You!

ANY QUESTIONS?

Please contact Joe Cefalu, Airport Manager
(936) 560-9567 | cefaluj@ci.nacogdoches.tx.us



Information Technology

Budget Presentation 2022-2023



Accomplishments and Future Goals



2021-2022 Accomplishments

- Joint Emergency Notification system with the County.
- Replaced copier fleet with much better Xerox devices at a cheaper rate.
- Partnership with SFA to combine their UPD with existing City/County Police software.

Future Goals for IT

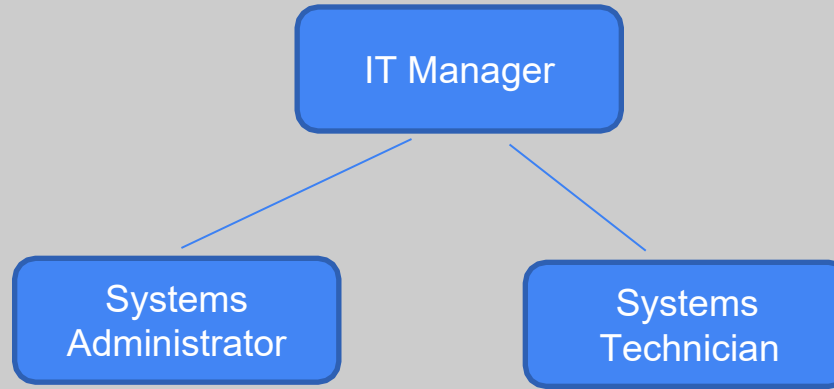
- Migrate City from Google document and email solutions to Microsoft Office equivalent.
- Help various departments with software solution changes (Cemetery, Inspections, Code Enforcement, Fire, City Secretary)
- Greater focus on security and State/Federal obligations.
- Continue to make IT more efficient and effective.

Operational and Service Level Issues



- Technology has grown but the size of staff has not kept up with the pace.
- Global technology shortages and shipping issues have created huge hurdles for completing projects in a timely manner. Copier fleet took 5 months before equipment arrived, phone system still in shipping limbo.

Current Organizational Chart



Full Time Employee Summary

Information Technology	Total FY 20-21 FTE's	Vacant	Total FY 21-22 FTE's
Management	1	0	1
Operational	2	0	2
Total	3	0	3

IT Proposed Budget

Expenses	FY 2020-21 Actual	FY 2021-22 Budget	FY 2022-23 Proposed
Personnel	\$269,313	\$284,981	\$285,780
Supplies/Materials	\$12,097	\$16,250	\$1,600
Office Equipment and IT Maintenance	\$154,112	\$187,015	\$223,565
Contractual Services	\$8,386	\$8,573	\$7,100
Total	\$443,908	\$496,819	\$518,045

FY 2022-2023 Supplemental Packages, Baseline Adjustments

Supplemental Packages (listed in priority order)	Requested
IT - MS Office 365	\$94,000
IT - Cloud Backups	\$5,000
IT - New Systems Tech II position	\$70,600
Court - Incode Cloud Migration	\$30,000
Rec/Library - PA System	\$75,000
Police - SFA Fiber connection	\$60,000
Total	\$334,600

Questions?



2022 – 2023 Budget Workshop

July 12, 2022

Priorities & Challenges

- Recruiting employees to address vacancies.
- Maintaining competitive pay and cost of living adjustments to address record high inflation.
- Addressing high claims from the City's self-insurance fund.
- Addressing the astronomical increases in energy costs such as fuel and electricity charges.
- The increased costs that are a result of supply chain issues that have been caused by high inflation and the lack of availability of commodities and services.
- The prioritizing of planning, designing, and fulfillment of the City's Capital Improvement Plan.

Items Included in Figures Presented

- Increase in City paid Employee Health Insurance Premiums
 - From \$660/mth to \$725/mth
 - Estimated \$250,000 increase across all funds
- Increase in Fuel costs
 - Estimated \$550,000 increase across all funds
- Increase in Electricity costs
 - Estimated \$1,000,000 increase across all funds
 - Estimates being reviewed currently
- Departments operational increases requested

Items NOT Included in Figures Presented

- Payroll items
 - COLA/Merit Raises/Market Adjustments
 - Frozen positions (3 PD Officers)
 - Recruitment/Retention payments
- Addition of New Programs/Personnel

Budget Timeline

- Health Insurance Rates Received
 - July 19
- Resolution of Intent to Issue to CO's
 - July 19
- Property Tax Assessed Values Received
 - July 25
- Budget Workshops
 - July 19 (Senior tax ceiling)
 - August 2 (draft budget presented)
 - August 9
 - August 16



Human Resources

Budget Presentation 2022-2023



Full Time Employee Summary

Human Resources	Total FY 21-22 FTE's	Vacant	Proposed Total FY 22-23 FTE's
Human Resources Director	1	0	1
Human Resources Manager	1	0	1
Human Resources Generalist	1	0	1
Payroll/Benefits Coordinator	0	0	0
Office Assistant I	1	0	1
Total	4	0	4

- Work Study Intern through SFA - when available

Human Resources Proposed Budget

Expenses	FY 2020-21 Actual	FY 2021-22 Budget	FY 2022-23 Proposed
Personnel Services	\$246,074	\$346,802	\$362,762
Supplies & Materials	\$7,067	\$5,120	\$32,501
Contractual Services	\$23,273	\$23,983	\$54,871
Total	\$276,414	\$375,905	\$450,134

FY 2022-2023 Supplemental Packages, Baseline Adjustments

Supplemental Packages	Requested
HR Office Renovations	\$45,000
Total	\$45,000

Questions?





Information Technology

Budget Presentation 2022-2023



Full Time Employee Summary

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Total	\$334,600

Questions?





Planning & Zoning

Budget Presentation 2022-2023



Full Time Employee Summary

Planning & Zoning	Total FY 21-22 FTE's	Vacant	Total FY 22-23 FTE's
Management	1	0	1
Operational	2	0	2
Total	3	0	3

Planning & Zoning Proposed Budget - Expenses

EXPENSE	FY 2020-21	FY 2021-22	FY 2022-23
	ACTUAL	BUDGET	PROPOSED
Personnel	\$180,774	\$231,920	\$243,069
Materials & Supplies	\$2,126	\$700	\$2,400
Contractual Services	\$6,727	\$11,807	\$18,784
TOTAL	\$189,637	\$244,427	\$264,253

Questions?



Code Enforcement

Budget Presentation 2022-2023



Employee Summary

Code & Health	Total FY 21-22	Vacant	Total FY 22-23
	FTE's		FTE's
Management	1	0	1
Operational	3	0	3
Total	4	0	4

Code Proposed Budget - Expenses

EXPENSE	FY 21-22	FY 21-22	FY 22-23
	ACTUAL	BUDGET	PROPOSED
PERSONNELS	\$0	\$182,345	\$185,313
MATERIALS & SUPPLIES	\$0	\$3,550	\$8,100
MAINTENANCE OF STRUCTURES & EQUIPMENT	\$0	\$1,000	\$1,000
CONTRACTUAL SERVICES	\$0	\$68,032	\$71,200
TOTAL	\$0	\$254,927	\$265,613

Questions?



Nacogdoches Animal Services

Budget Presentation 2022-2023



Full Time Employee Summary

Animal Services Department	Total FY 21-22 FTE's	Vacant	Total FY 22-23 FTE's
Management	1	0	1
Operational	7	1	8*
Total	8	1	9

Proposed Position: Adoption & Rescue Coordinator

Animal Services Proposed Revenue Budget

Revenue	FY 20-21 ACTUAL	FY21-22 BUDGET	FY 22-23 PROPOSED
Donations	\$6,631	\$7,500	\$7,500
Animal Service Fees	\$33,368	\$35,000	\$35,000
Microchip Fees	\$12,919	\$12,500	\$12,500
Total	\$52,918	\$55,000	\$55,000

Animal Services Proposed Expense Budget

Expenses	FY 20-21 ACTUAL	FY21-22 BUDGET	FY 22-23 PROPOSED
Personnel	\$386,437	\$412,456	\$413,521
Materials & Supplies	\$65,277	\$64,315	\$67,995
Maintenance of Structures and Equipment	\$13,234	\$16,011	\$11,480
Contractual Services	\$41,238	\$59,127	\$69,737
Total	\$506,186	\$551,909	\$562,733

FY 2022-2023 Supplemental Packages, Baseline Adjustments

Supplemental Packages	Requested
Adoption & Rescue Coordinator (Pay grade 14)	\$45,400
Total	\$45,400



Questions?



Community Services Department

Budget Presentation 2022-2023



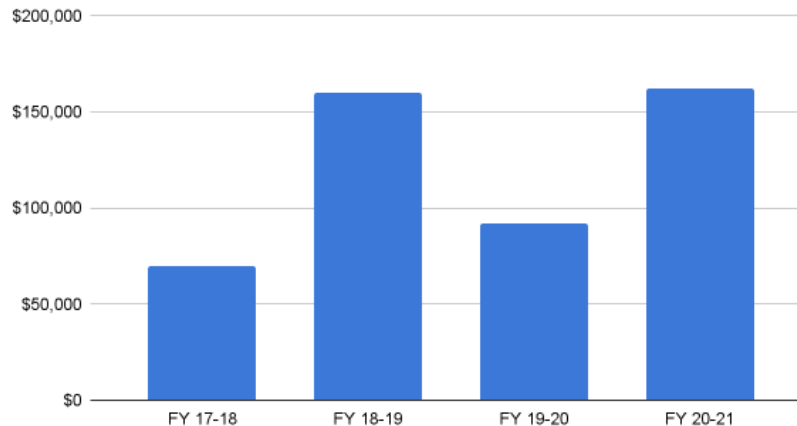
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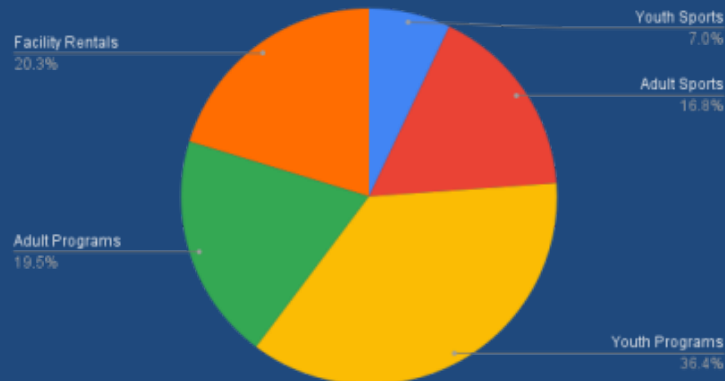
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Questions?



Utility Billing/Customer Service

Budget Presentation 2021-2022



Full Time Employee Summary

Utility Billing/ Customer Service	Total FY 21- 22 FTE's	Vacant	Total FY 22- 23 FTE's
Management	1	0	1
Operational	8	0	9*
Total	9	0	10

2021 - 2022 FY Total of 9 FTEs

2022 - 2023 FY *Proposed Total of 10 FTEs

Utility Billing Proposed Budget

Expenses	FY 2020-21 Actual	FY 2021-22 Budget	FY 2022-23 Proposed
Personnel	\$539,199	\$561,735	\$562,760
Supplies & Materials	\$77,920	\$101,750	\$114,950
Maintenance of Structures and Equipment	\$263,281	\$305,976	\$354,826
Contractual Services	\$258,197	\$268,196	\$278,140
Total	\$1,138,597	\$1,237,657	\$1,310,676

FY 2022–2023 Supplemental Packages, Baseline Adjustments

Supplemental Packages	Requested
New Utility Billing Analyst Position	\$48,200
Replacement Vehicle (#734)	\$50,000
Total	\$98,200

Questions?

WATER BILLING

OPEN

OPEN



A.L. MANGHAM, JR. REGIONAL AIRPORT

PRESENTED BY JOE CEFALU, AIRPORT MANAGER

Full Time Employee Summary

Airport FBO	Total FY 21-22 FTE's	Vacant	Proposed Total FY 22-23 FTE's
Airport Manager	1	0	1
Airport Lineman	1	0	0
Part-time Airport Lineman	1	0	3
Total	3	0	2.5

Airport FBO Proposed Budget

Expenses	FY 2020-21 Actual	FY 2021-22 Budget	FY 2022-23 Proposed
Personnel Services	\$161,746	\$166,075	\$150,320
Supplies & Materials	\$235,969	\$264,500	\$293,600
Maintenance	\$4,308	\$6,500	\$6,700
Contractual Services	\$38,162	\$56,865	\$56,226
Total	\$440,185	\$493,940	\$506,846

AIRPORT CIP

- AIRPORT RUNWAY PROJECT SCHEDULED, APPROXIMATELY 1.5 MILLION DOLLAR COST
- 90/10 FEDERAL FUNDING
- \$150,000 COST TO CITY

Thank You!

ANY QUESTIONS?

Please contact Joe Cefalu, Airport Manager
(936) 560-9567 | cefaluj@ci.nacogdoches.tx.us



City Secretary

Budget Presentation 2022-2023



Full Time Employee Summary

Division	Total FY21-22 FTE's	Vacant	Total FY22-23 FTE's
City Secretary	1	0	1
Office Assistant III	0	1	1*
* New request			

City Secretary Proposed Budget

BUDGET CATAGORIES	FY20/21 Actual	FY21/22 Budget	FY22/23 Proposed
Personnel Service	\$98,150	\$99,412	\$100,143
Supplies & Materials	\$319	\$600	\$600
Maintenance of Equipment	\$0	\$7,600	\$16,150
Contractual Services	\$18,588	\$29,578	\$20,010
TOTAL	\$117,057	\$137,190	\$136,903

City Secretary FY 2022-2023 Supplemental Packages, Baseline Adjustments

Supplemental Packages	Requested
Office Assistant III	\$53,175
Total	\$53,175

Questions?





City Council Meeting

Date: July 12, 2022

Agenda Item: 6.A.

PRESENTER: Jan Vinson, City Secretary

ITEM/SUBJECT: Consider approval of minutes for June 21, 2022 regular meeting and June 28, 2022 special meeting. (City Secretary)

SUMMARY/BACKGROUND:

FINANCIAL:

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

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

ATTACHMENTS: 1. Minutes for 06.21.22
2. Minutes for 06.28.22



Regular Session
Nacogdoches City Council
June 21, 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 and Chad Huckaby. **Absent:** Council Member Roy Boldon.

1. Called to order at 4:31 p.m.

2. Pledge of Allegiance.

3. **WORK SESSION:**

- A. Hold a discussion and give staff direction regarding the consideration of a property tax ceiling and property tax exemptions for homeowners age 65 and older and for disabled persons.

Jason Malott, Interim Chief Appraiser for the Nacogdoches Central Appraisal District explained the tax ceiling. He stated that qualifying citizens would include homesteads for citizens who are 65 years old and older, and homesteads for those who are disabled. Mr. Malott stated that the first year of implementation will not monetarily affect the City. He also discussed increasing the exemption amount from \$20,000 to \$40,000 for the same group of citizens.

City Council discussed property valuation, setting a financial burden cap, number of homesteads in the city limits, shifting the tax burden and tax payment options.

Mr. Malott stated there are approximately 4,600 homesteads in the City limits and half of those would meet the qualifying group. Those who don't qualify will take on the tax burden and the tax ceiling will go away when the property sells.

Mr. Malott also discussed the Freeport Exemption offered by the City. This exemption applies to goods and merchandise that is shipped out of state within 175 days.

Mary Roan (700 Northwood Circle) stated that she lives on a fixed income and how it is perceived is not the City's business. She believes the tax break should only hinge on the age group and ability group.

Pat Warner spoke in support of tax freeze, stating that she does not want to be taxed out of her home.

Sharolyn Stratton inquired about the estimated taxes next year without the tax freeze or the increased exemptions.

Dave Cooper spoke in favor of the tax freeze stating if the County can make it work then surely the City can make it work.

Ben Sultenfuss (Chalon Street) stated the tax freeze could attract more people to move to Nacogdoches.

City Council asked Mr. Malott to return to a future City Council meeting with estimates and impact data prior to City Council making a determination on whether or not they want to freeze taxes for a qualified group.

City Council recessed at 5:13 p.m. and resumed the meeting at 5:30 p.m.

4. Mary Roan spoke during open forum stating that the agenda posting was confusing and when City Council starts before 5:00 p.m. many working citizens cannot attend.

5. Council Member Huckaby removed items 6.B and 6.C for discussion.

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.

Minutes unofficial until approved by City Council

- A. Consider approval of minutes for June 7, 2022 regular meeting.
- B. Consider acceptance of a Texas Department of Transportation (TxDOT) Selective Traffic Enforcement Program (STEP) – Operation Slow Down grant.
- C. Consider approval of a resolution to appoint Council Member Chad Huckaby to the Comprehensive Plan Committee and reassign Council Member Roy Boldon to the Downtown Master Plan Committee.

Council Member Kathleen Belanger moved approval of item 6.A; motion duly seconded by Council Member Chad Huckaby and carried by unanimous vote.

6.B. NPD Special Operations Lieutenant Nick Stewart explained the STEP grant which will focus on speed violations which will hopefully reduce serious injury and fatality crashes.

Council Member Chad Huckaby moved approval of item 6.A; motion duly seconded by Council Member Amelia Fischer and carried by unanimous vote.

6.C. City Manager Mario Canizares explained the reason for the appointment of Council Member Huckaby to the Comprehensive Plan Committee and reappointment of Council Member Boldon to the Downtown Master Plan Committee.

Council Member Chad Huckaby moved approval of item 6.A; motion duly seconded by Council Member Kathleen Belanger and carried by unanimous vote.

7. **REGULAR AGENDA:**

- A. **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. **(THE APPLICANT FORMALLY WITHDREW THIS ZONE CHANGE REQUEST ON JUNE 14, 2022)**

Alaina Helton, City Planner, stated that the request was for a zone change from PD, Planned Development District to R-4 Multi-Family but the application was formally withdrawn. Mr. Wesley is planning to submit an amendment to the Planned Development application based on input from the neighborhood.

The Planning and Zoning Commission met on June 13, 2022 and recommended denial of the request by a unanimous vote.

Ms. Helton explained the process of amending a PD, Planned Development District as requested by a citizen. Ms. Helton also discussed the options City Council has in regards to this item.

Council Member Chad Huckaby moved denial with prejudice; motion duly seconded by Council Member Kathleen Belanger and carried by the following vote:

Ayes – Mayor Mize, Council Member Belanger and Council Member Huckaby
Nays – Council Member Fischer

- B. **Public Hearing:** Consider a request to amend and/or revoke the Specific Use Permit, pursuant to Section 118-174 of the Code of Ordinances, for a 'Garden Shop & Plant Sales – Display or Greenhouse', in a B-1 Local Business zoning district, for Lot 1, Block 1 of The Plant Shed Subdivision, located at 3123 Appleby Sand Road. This request has been initiated by the Nacogdoches City Planner. **(PLEASE NOTE THAT DUE TO SCHEDULING CONFLICTS THE PROPERTY OWNER HAS REQUESTED TO POSTPONE THIS ITEM TO THE REGULAR MEETING OF THE CITY COUNCIL ON JULY 19TH, 2022)**

Mayor Mize recused himself on this item by filing an Affidavit of Conflict of Interest with the City Secretary.

Vice Mayor Pro Tem Amelia Fischer read the item and lead the discussion.

City Planner Alaina Helton stated the applicant requested to postpone and the neighbors who are immediately impacted were in agreement.

Council Member Kathleen Belanger moved to postpone this item to the July 19, 2022 City Council meeting; motion duly seconded by Council Member Chad Huckaby and carried by unanimous vote.

- C. Consider approval of a contract by and between the City of Nacogdoches and Halff Associates, Inc. for professional engineering services on the 2022 Water and Wastewater SCADA System Master Plan in a not-to-exceed amount of \$95,000.00.

Steve Bartlett, Director of Public Works explained that SCADA is the instrumentation and controls for the City's water and wastewater facilities. If approved, Halff and Associates will evaluate all of the City's SCADA system and will assist with the creation of a Master Plan for said system.

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

- D. Consider appointing members to the Deep East Texas Council of Governments (DETCOG) Board of Directors.

The City of Nacogdoches has four seats on the DETCOG Board of Directors. Previous members were Mayor Mize, and Council Members Boldon, Belanger and Anderson.

Council Member Kathleen Belanger moved to appoint Mayor Mize, Council Members Belanger, Huckaby and Boldon to the DETCOG Board of Directors; motion duly seconded by Council Member Chad Huckaby and carried by unanimous vote.

- E. Hold a discussion and give staff direction regarding the manner in which planning, zoning, and land use action items are presented to the Planning & Zoning Commission and City Council.

City Manager Mario Canizares discussed the City's Comprehensive Land Use Plan, Future Land Use Map and Code of Ordinances.

City Manager Canizares recommended that staff encourage applicants to utilize Specific Use Permits (SUP) or Planned Development (PD) instead of straight zoning of R3 and R4, staff will provide only factual statements in the analysis of the zoning case with no staff recommendation when presenting to City Council or the Planning and Zoning Commission. City staff will work with the Planning and Zoning Commission to recommend changes to the outdated sections of the zoning code.

Pat Castella, who lives on Logansport Street, agreed that the zoning code needs to be amended. She also believes staff is not using the Comprehensive Plan as it is written. She stated neighborhoods should be protected and notices to the 200 foot abutters should contain information regarding their ability to object and change the vote.

Philip Blackburn, who lives on Logansport Street, believes the Comprehensive Plan is being used like a buffet where people select what they wanted from it. Mr. Blackburn referred to several sections of the Comprehensive Plan stating that each section of the Plan dovetails together. He also informed City Council that the majority of Martinsville Street wants to downzone and the neighborhood is working on a petition to do so.

Matt Moore, who lives on Church Street, stated that he believes the problem is how City staff deals with recommendations for zoning. Mr. Moore discussed segregated land use types referencing structures on Mound Street from Main Street to Houston Street. He said the Comprehensive and Downtown Master Plan consultants should be teaching us, holding workshops and having guest speakers

Sherolyn Stratton asked for clarification regarding staffs goal in changing the language of the zoning code.

Council Member Kathleen Belanger is concerns that Specific Use Permits and Planned Developments will be spot zoning or no zoning. She said both the City Planner and City Manager are highly paid professionals and should be able to make recommendations that fit with the Comprehensive Plan and the Land Use Plan. She believes City Council should have immediate access to DTJ Designs sub-consultants to discuss zoning issues, concerns and neighborhood preservation.

Council Member Fischer said she want to hear staff recommendations regarding zone change requests. She stated that the Planned Development process allows community input and restrictions but she does not want to use Planned Development as a blanket rule instead of R3 or R4 zoning. She also discussed lot sizes, non-conforming lots and changes to the zoning code.

Council Member Huckaby asked about the role of each party in the planning and zoning process, clarification on changing zoning in blocks and the role of the Planning and Zoning Commission and City Council. Council Member Huckaby stated that staff should be careful when reviewing zoning changes making sure that they fit with the intended use of the neighborhood.

Mario Canizares, City Manager, discussed the roles of each party in the planning and zoning process and block zoning changes.

City Planner Alaina Helton stated that the Planning and Zoning Commission discussed recent decisions of City Council regarding zone change applications. Ms. Helton said the Planning and Zoning Commission wants to be more in line with City Council and it might be beneficial to have a workshop to discuss the role of each group.

Council Member Belanger said City Council must be involved from the ground up. She said that City Council is left out of everything until City Council Meetings and is expected to make a decision. She also said that it is not helpful that staff is having discussions and are the same people that are recommending things that have been problematic.

City Manager Canizares recapped by stating that staff will encourage Specific Use Permits and Planned Development as a stopgap for R4 when needed, using the Future Land Use Map. Staff will make every effort to ensure rezoning conforms to the neighborhood and what the community desires. He also stated it is challenging to interpret a 20 year old Comprehensive Plan and he asked City Council to be tough on the issues and not on the staff.

- F. Hold a discussion and give staff direction regarding the City's Strategic Studies (Comprehensive Plan Update and Downtown Master Plan), which includes a project and expenditures update and the roles and responsibilities of the committees and its members.

City Manager Mario Canizares reviewed tasks and fees, timeline of work, amount billed to date, branding development process, committee responsibilities and committee governance.

Council Member Belanger discussed timeline, cost for logo and time spent creating the logo. She stated that the Comprehensive Plan Committee was expecting more discussion regarding the logo which didn't take place.

City Planner Alaina Helton and Assistant Community Services Director Jessica Sowell discussed different activities each committee had participated in to date.

Matt Moore, who lives on Church Street, suggested the City spend money to bring professionals to Nacogdoches to do presentations for the community on what planning and zoning is and how it works. He also said DTJ Designs should be in Nacogdoches talking to the community and education people. Mr. Moore stated he'd also like to see a list of dates for deliverables.

Council Member Huckaby agreed that the deliverables are not there. He requested status reports from the committees. Council Member Huckaby also discussed meeting timelines and asked for clarification on who is leading the Comprehensive Plan process.

Betty Shinn, Downtown Master Plan Committee Member, spoke on actions being taken by the committee and information being gathered.

Miles McCall, Downtown Master Plan Committee Member, spoke on data being gathered, survey data and the temporary logo. Mr. McCall said that we have to trust the process and the consultants.

Council Member Huckaby stated the steering committee meetings happen during working hours narrowing the attendance to a certain group. He stated that it should be easy for all members of the community to be engaged, leading questions should not be asked on the surveys for the Comprehensive Plan Committee and the questions should be pretested before they are used to collect data. Council Member Huckaby believes that PhD faculty who do survey research should be involved in crafting the surveys such as professors from Stephen F. Austin State University.

Council Member Fischer stated that she agrees with Mr. McCall and Ms. Shinn and she would like to have deliverable reports from DTJ Designs. She also likes the idea of having guest speakers on planning and zoning to educate the committees, community and City Council which would be in the form of a public meeting.

Council Member Belanger stated that she would like the deliverables to be much clearer and include the input from staff, committee members and DTJ Designs. She also recommended surveying the committee members to see how they believe the committees progressing. Council Member Belanger stated she wants a discussion regarding the comprehensive plan and what we are trying to achieve, what are our major questions, what is our focus and what data should be gathered.

Mayor Mize discussed committee engagement and attendance.

- G. Receive a report, hold a discussion, and give staff direction regarding the City's brush collection service.

Steve Bartlett, Director of Public Works, gave an overview of brush collection operations in the City. The City operates two brush trucks and one bagged leaf pickup which does not include extra pickups

when storms occur. Mr. Bartlett also discussed staffing issues which also cause lag in brush pickup and supply chain issues when repairing vehicles.

Pat Warner spoke about a better schedule of pickup so that the grass does not die when the brush is left out so long.

City Council discussed better scheduling options, brush trucks route, hiring an outside contractor and purchasing routing software.

Council Member Huckaby said it would be helpful if citizens could easily determine which brush truck collection zone they are in and the last time their zone was cleared. He also asked that staff update the information that is disseminated to the public and not repetitively give the same information.

Council Member Belanger stated there are discrepancies between when staff said the brush was picked up and when the citizen said brush was picked up. She stated predictability is important regarding brush pick up.

Mr. Bartlett stated staff would work through City Council's concerns, try to come up with a better system and communicate better with the public.

H. Hold a discussion and give staff direction regarding communication between City staff, City Council and the community.

Council Member Huckaby stated that this discuss will be about the City's operating procedures as it relates to communication. He asked City Manager Canizares if we, as a City, really want to communicate with the residents. Mr. Canizares responded, yes.

Council Member Huckaby also discussed the City's Council Relations Policy, rhetoric and relationships, trust, more civil debates, being engaged, more open communication, 311 App and the City's mass communications system.

City Manager Canizares reviewed the history of the Communications Taskforce, previous and current projects.

City Council discussed modeling good communication skills, tackling the hard questions, listening, citizen attendance at City Council meetings and making sure citizens are heard.

Council Member Huckaby stated that he met with the City Manager on May 10, 2022. At this meeting the City Manager reviewed the May 17, 2022 City Council agenda except for the Executive Session item because Mr. Huckaby had not been sworn in.

Steven Kirkland, City Attorney, confirmed that based on the Open meetings Act the Executive Session item could not be discussed with Council Member Huckaby prior to being sworn in.

Council Member Huckaby discussed when City Council first knew about the Executive Session personnel matter and whether or not documents had been given to City Council regarding the personnel matter. He also discussed documents related to an open records request regarding the same personnel matter.

City Manager Canizares stated that any documents given to City Council during Executive Session were retrieved at the end of the discussion. An open records request was filed by a citizen for records pertaining to this personnel matter and the requested records were released to City Council as soon as staff was legally able to release them.

Council Member Belanger stated the information given to City Council during Executive Session regarding the personnel matter was different than what was published in the paper. She said that City Council needs more information up front. Council Member Belanger also discussed the Communications Taskforce stating they are reacting to specific requests and not doing what they were created to do.

8. Adjourned 9:32 p.m.

ATTEST:

Mayor Jimmy Mize
City Council
City of Nacogdoches

Jan Vinson, City Secretary



Special Session
Nacogdoches City Council
June 28, 2022 – 3:30 p.m.
C.L. Simon Recreation Center
1112 North Street

DRAFT

City Council present in person: Mayor Jimmy Mize, Council Members Kathleen Belanger, Roy Boldon and Chad Huckaby.

1. Called to order at 3:30 p.m.
2. Pledge of Allegiance.
3. No one spoke during Open Forum.

4. WORK SESSION:

A. Presentation of department budgets for fiscal year 2022-2023.

Pam Curbow, Finance Director, stated the presentations will show an increase in City paid employee health insurance premiums, increased fuel costs, increased electricity costs and operational increases. She reminded City Council that these presentations do not include payroll items, new programs or new personnel requests. Ms. Curbow also reviewed the budget timeline.

Council Member Belanger asked about City fees increasing in the upcoming fiscal year. Pam Curbow, Finance Director, stated that staff is not asking to raise fees; staff is asking to fund a rate study.

Heather Watts, Municipal Court Judge, reviewed number of staff, revenues, operational data and proposed expenses. Judge Watts stated the budget will remain relatively the same as last year.

Scott Weems, Interim Police Chief, discussed vacant positions, difficulty hiring new officers, incentive pay, additional expenses and supplemental packages which include new vehicles, an ATV and one new position (Evidence Supervisor).

Mayor Mize asked Chief Weems to provide City Council with more detailed information on the anticipated cost to offer incentive pay to recruit certified officers.

City Council also discussed recruiting efforts, assignment pay for officers, losing officers to other cities because of better pay, merit evaluations and merit pay, department survey and changing the culture at the Police Department.

Council Member Belanger requested a report covering the past four years listing number of officers on staff, number of officers that resigned/retired and number of new officers hired in six month intervals. She asked for comparison numbers with the City of Lufkin's Police Department. She also stated she would like to see a plan with measurable goals, objectives, tasks and dollar amount to retain police officers.

Mayor Mize asked that City Council receive a copy of the salary comparison the Police Department completed.

Fire Chief Keith Kiplinger reviewed the Fire Department proposed budget and stated that the Fire Department is fully staffed at this time. He discussed the supplemental package which included almost \$600,000 in fire station maintenance that has been deferred for several years.

City Council discussed fire fighter salaries, maintenance issues, work hours, average tenure of fire fighters and equipment.

Fire Chief Kiplinger also discussed the Facility Services proposed budget stating the department needed to replace some equipment, replace a regular size truck with a new utility truck and add one part-time custodian.

Steve Bartlett, Public Works Director, discussed Engineering Department budget which will remain relatively the same as last fiscal year except for increases in software and office supply costs. Mr.

Minutes unofficial until approved by City Council

Bartlett also reviewed the Inspection Services proposed budget and the vacant Building Official position.

Mr. Bartlett discussed the Public Works Department proposed budget which includes vehicle maintenance, public works administration and street department. He discussed vacancies, and budget increases due to fuel cost, supply cost and employee health insurance cost. Mr. Bartlett also discussed the street maintenance fee and proposed personnel changes include a stipend for CDL Drivers and fleet maintenance tool allowance.

Council Member Belanger stated that the City needs to address the drainage issues in the area of Kenbrook Drive because people are losing their homes. She said nothing has been done to address the drainage issues and those issues have to be part of this proposed budget. She also stated that there needs to be a plan of action with dollars attached to it.

City Manager Canizares explained that the drainage issue in the area of Kenbrook Drive is part of the Capital Improvement Projects which will be presented to Council for approval on July 19, 2022. Steve Bartlett, Public Works Director, explained the drainage issue in Colonial Hills is a private property issue that the City is helping to manage.

Council Member Fischer asked about competitive pay to retain quality employees in the Public Works Department. Finance Director Pam Curbow explained that payroll items, new programs or new personnel requests will be presented at a later date.

Public Works Director Steve Bartlett continued his budget presentation with Utility Construction and Water Utilities. He discussed increased cost for employee health insurance, supplies, electricity and fuel. Utility Construction supplemental costs include equipment, vehicle replacement and storage building. Water Utilities supplemental costs include portable chlorinator trailer and pretreatment software.

Council Member Belanger discussed backflow preventer valves stating that the City needed a solid plan and transparent policies that are enforced regularly. She also discussed assigning staff to monitor, track and enforce these policies.

Public Works Director Steve Bartlett also reviewed the Sanitation Budget discussing vacancies, increased fuel costs, additional dumpster costs and capital expense budget requests.

5. Adjourned 6:21 p.m.

ATTEST:

Mayor Jimmy Mize
City Council
City of Nacogdoches

Jan Vinson, City Secretary



City Council Meeting

Date: July 12, 2022

Agenda Item: 7.A.

PRESENTER: Sam Cramer, Project Engineer

ITEM/SUBJECT: Consider approval of a contract by and between the City of Nacogdoches and Synagro of Texas-CDR, Inc. for the 2022 SWTP Sludge Removal and Lagoon Repair Project in a not-to-exceed amount of \$217,913.75 (Project Engineer).

SUMMARY/BACKGROUND: On June 30, 2022, the City received bids for the 2022 SWTP Sludge Removal and Lagoon Repair Project. Two (2) contractors submitted bids as follows:

- Synagro of Texas-CDR, Inc. \$ 217,913.75
- Denali Water Solutions, LLC \$ 436,200.00

On the bid form submitted by Synagro, the bid total was incorrectly shown as \$217,913.50. This miscalculation was corrected on the bid tabulation and does not impact the results of the low bid or staff's recommendation for award.

The Surface Water Treatment Plant (SWTP) has two earthen lagoons, which allow sediment to settle out of water. Sediment builds up over time and needs to be removed to allow for continual use of the lagoons. The lagoons are also subject to erosion through weathering and normal usage, which needs to be repaired to maximize the service life. This project will remove sediment from and perform repairs on each lagoon. Sediment removed from SWTP lagoons will be land-applied at the A.L. Mangham Jr. Regional Airport, consistent with the City's Texas Commission on Environmental Quality permit to do so.

The Water Utilities staff has past experience with Synagro and found them capable of performing this type of work. Staff recommends the low bid be awarded to Synagro of Texas-CDR, Inc. in the total amount of \$217,913.75.

FINANCIAL:

Item is budgeted:

Account No.: 30.36 630.70

Account Name: *Water Utilities Special Services*

Amount: \$424,705.58

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

Infrastructure

CITY CONTACT: Sam Cramer, Project Engineer
cramers@nactx.us
936-559-2518

- ATTACHMENTS:**
1. Sludge Removal Bid Tab
 2. Sludge Removal Contract
 3. PowerPoint Presentation

				Synagro of Texas-CDR, Inc.		Denali Water Sollutions LLC	
Item	Quan	Unit	Description	Unit Price	TOTAL	Unit Price	TOTAL
1.	1	LS	Mobilization and Site Preparation	\$21,300.00	\$21,300.00	\$51,000.00	\$51,000.00
2.	1,425	CY	Sludge Removal and Land Application from West Lagoon	\$52.75	\$75,168.75	\$59.36	\$84,588.00
3.	1,700	CY	Sludge Removal and Land Application from East Lagoon	\$52.75	\$89,675.00	\$59.36	\$100,912.00
4.	1	LS	Clearing and Grubbing	\$7,850.00	\$7,850.00	\$5,000.00	\$5,000.00
5.	1	LS	Regrade interior side slopes and bottoms of each lagoon	\$15,700.00	\$15,700.00	\$184,700.00	\$184,700.00
6.	1	LS	Site Restoration and Cleanup	\$8,220.00	\$8,220.00	\$10,000.00	\$10,000.00
TOTALS				\$217,913.75		\$436,200.00	

*Miscalculation on Bid Form



**BIDDING
and
CONTRACT DOCUMENTS
FOR
CONSTRUCTION SERVICES
FOR
2022 SWTP Sludge Removal and Lagoon Repair
Bid #: 22-10-112**

**DUE DATE
6/30/2022 @ 2:00 P.M.**

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

www.nactx.us

TABLE OF CONTENTS

INSTRUCTION TO BIDDERS

CONTRACTOR'S PROPOSAL

CONTRACTOR DATA SHEET

CERTIFICATION

GENERAL AND SPECIAL CONDITIONS OF AGREEMENT

STANDARD FORM OF AGREEMENT FOR CONSTRUCTION

DRAWINGS

INSTRUCTION TO BIDDERS

INSTRUCTIONS TO BIDDERS

1.0 NOTICE

Sealed bids addressed to the City of Nacogdoches Engineering Office, 202 Pilar St., Suite 239, Nacogdoches, TX 75961, will be received for **Construction Services for 2022 SWTP Sludge Removal and Lagoon Repair** until **2:00 p.m., 6/30/2022** after which time all qualified bids will be publicly opened and read aloud at City Hall Conference Room 203. Bids received after that time will be returned unopened. No fax or email bids will be accepted.

LOCATION AND DESCRIPTION OF PROJECT

Project will be located at the City of Nacogdoches Surface Water Treatment Plant, 11618 FM 225, Nacogdoches, TX 75964. Included in the project will be removal of residual sediment from two (2) lagoons by means of huelle pump and vacuum truck, transportation and land application of removed sediment, removal of vegetation from lagoon side slopes, repair and stabilization of lagoon side slopes and leveling bottoms of each lagoon.

COPIES OF BIDDING DOCUMENTS

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

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

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

Sealed bids shall be clearly marked with the words “Sealed Bid, 2022 SWTP Sludge Removal and Lagoon Repair” and addressed to the City of Nacogdoches. Bids shall be delivered using one of the following methods:

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

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

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

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

2.0 DEFINITION OF TERMS

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

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

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

CITY – Same as City of Nacogdoches.

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

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

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

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

OWNER – City of Nacogdoches.

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

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

SUPPLIER – Same as Contractor.

3.0 COPIES OF BIDDING DOCUMENTS

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

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

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

4.0 COMMUNICATION

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

Sam Cramer, EIT
Project Engineer
cramers@nactx.us
(936) 559-2518

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

5.0 PRE-BID CONFERENCE

No pre-bid conference will be held for this project. Bidders are encouraged to submit any requests for information to the Owner's Representative, as listed above. Owner's Representative will transmit to all prospective bidders of record such Addenda as he considers necessary in response to questions arising prior to bid opening.

6.0 GENERAL BID PROVISIONS

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

to the size and scope of the work proposed; 8) Unsatisfactory performance; 9) Failure to complete projects or 10) Loaded or unbalanced bids. Owner reserved the right to waive any minor informality or irregularity.

j. Whenever in this invitation, any particular materials, process and/or equipment are indicated or specified by patent, proprietary or brand name, or by name of manufacture, such wording will be deemed to be used for the purpose of facilitating description of the material, process and/or equipment desired and will be deemed to be followed by the words "or equal." Contractor shall provide exactly such items in his bid as described, unless approved pursuant to Paragraph 12.0 herein.

k. Samples of items shall be furnished, if requested by the Owner, without charge, and if not destroyed, shall be returned upon request at the bidder's expense.

l. It is agreed that the successful bidder will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without previous written consent of Owner and any sureties.

m. Contractor must provide audited financial statements, if requested, to the City.

n. Prices in the Bid Proposal shall be presented in the format requested (Unit Price, Lump Sum, etc.)

o. No freight or delivery charges will be accepted unless shown on bid.

p. Owner is exempt from State Retail Tax and Federal Excise Tax. The price bid must be net, exclusive of taxes.

q. All bidders will comply with all Federal, State, and local laws relative to conducting business in the City of Nacogdoches. The laws of the State of Texas will govern as to the interpretation, validity, and effect of this bid, its award and any contract entered into.

r. Advanced disclosures of any information to any particular bidder which gives that particular bidder any advantage over any other interested bidder in advance of the opening of bids, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body or an employee or representative thereof, will operate to void all proposals of that particular bid solicitation or request.

s. Minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, or national origin in consideration for an award.

7.0 QUALIFICATIONS OF BIDDERS

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

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

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

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

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

8.0 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

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

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

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

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

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

E. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this section, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and

such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

9.0 INTERPRETATIONS and ADDENDA

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

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

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

10.0 BID SECURITY

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

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

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

11.0 CONTRACT TIME

The times for Substantial Completion and Final Completion are set forth in the Special Provisions and will be included in the Agreement. It will be necessary for the Successful Bidder to satisfy the City of the Bidder's ability to achieve Substantial Completion and Final Completion within the times designated in the Special Provisions.

12.0 SUBSTITUTE OR "OR EQUAL" ITEMS

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

13.0 BID FORM

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

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

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

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

All names must be typed or printed below the signature.

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

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

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

14.0 SUBMISSION OF BIDS

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

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

15.0 MODIFICATION AND WITHDRAWAL OF BIDS

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

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

16.0 OPENING OF BIDS

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

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

17.0 BIDS TO REMAIN SUBJECT TO ACCEPTANCE

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

18.0 AWARD OF CONTRACT

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

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

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

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

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

Pursuant to Local Government Code 271.9051, if the bid is less than \$100,000 and the City Council determines that a local bidder whose principal place of business is in the City offers the City the best combination of contract price and additional economic development opportunities for the City created by the contract award, including the employment of residents of the municipality and increased tax revenues to the municipality, the city **may** award the bid to the local bidder whose bid is within 5% of the lowest bid.

Otherwise, all bids will be awarded to the lowest responsible bidder. The determination of the lowest responsible bidder may involve all or some of the following factors: price, conformity to specifications, financial ability to perform the contract, previous performance, facilities and equipment, availability of repair parts, qualifications and experience, delivery promise, payment terms, compatibility as required, other costs, and other objectives and accountable factors which are reasonable.

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

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

19.0 CONTRACT SECURITY

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

20.0 SIGNING OF AGREEMENT

The Successful Bidder shall execute the Contract and provide proof of insurance as detailed in the Standard Form of Agreement based on Staff recommendation prior to Council action. Within

15 days of Award, all required Bonds shall be delivered to the Owner. A fully executed contract will be presented to the Successful Bidder.

21.0 PERSONAL INTEREST

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

22.0 DISCLOSURE OF INTERESTED PARTIES

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

For purposes of this section, the following definitions apply:

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

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

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

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

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

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

Texas Government Code, “at the time the business entity submits the signed contract” to the City.

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



ADDENDUM 1

Date: June 28, 2022
To: All Interested Parties
From: Sam Cramer, EIT – Project Engineer
Subject: City of Nacogdoches SWTP Sludge Removal and Lagoon Repair Project

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

Please reference the following documents for clarification in preparation of bids:

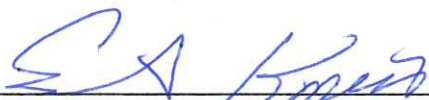
- Pertinent Civcast Q/A questions and City responses
- TCEQ Land Application Registration
- Laboratory Report: City of Nacogdoches SWTP Sludge

Bids will be received until 2:00 PM, Thursday, June 30th, 2022 at which time bids will be opened at:

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

Hand delivered bids will be received no earlier than 15 minutes prior to the scheduled bid opening.

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



Authorized Representative

Synagro of Texas-CDR, Inc.

Company/Firm

June 29, 2022

Date

Questions and Answers

Q	6/27/2022 4:50 PM	Today	Can the City provide bidders with a copy of the recent sludge testing data?
A	6/28/2022 4:10 PM	Today	Please see uploaded document "Sludge Testing Data"
Q	6/23/2022 1:23 PM	4 days ago	Please provide a copy of the current TCEQ permit for land application of the residuals.
A	6/27/2022 11:13 AM	4 days ago	See TCEQ Water Treatment Plant Registration, uploaded 6/27/22.
Q	6/23/2022 1:23 PM	4 days ago	Does the City have recent analytical testing for the sludge?
A	6/27/2022 4:28 PM	4 days ago	Yes, the City has recent testing data for the sludge.
Q	6/23/2022 1:23 PM	4 days ago	Has land application been performed at ALM Jr. Regional Airport previously? If so, have there been issues with ground conditions/drainage once application started?
A	6/27/2022 4:27 PM	4 days ago	Land application has previously been performed at the A.L. Mangham Jr. Regional Airport. However, since the last land application, our permitted disposal area has changed from the West side of the airport to the East side. In the previous area, there were minimal drainage/ground condition concerns, provided the contractor applies strategically. The new area has not been land applied previously, but we have little expectation that there will be issues with ground conditions.
Q	6/23/2022 1:22 PM	4 days ago	Will the lagoons be decanted prior to project start? If not, can the water be returned or must it also be land applied?
A	6/27/2022 1:06 PM	4 days ago	Solids will need to be mixed with water to remove via vacuum truck. Slurry will be land applied.
Q	6/23/2022 1:21 PM	4 days ago	Are there site access limitations at ALM Jr. Regional Airport in terms of hours of operation, plane landing/take off, etc.?
A	6/27/2022 11:40 AM	4 days ago	Access will be between 8am and 5pm M-F, normally. Times outside that window can be discussed but are not guaranteed. Site access will be coordinated with the Airport Manager for any special events occurring during the land application time frame.
Q	6/23/2022 1:21 PM	4 days ago	Are the cubic yards on the Bid Form accurate estimates of in place sludge volumes?
A	6/27/2022 11:38 AM	4 days ago	Bid Form quantities are our best quantity estimates from the existing surface topography compared to the as-built drawings from the 2002 SWTP Expansion project.
Q	6/23/2022 1:20	4 days ago	Can the City confirm the depths of the two lagoons?

	PM		
A	6/27/2022 11:09 AM	4 days ago	Each lagoon is approximately 7 feet deep.
Q	6/23/2022 1:20 PM	4 days ago	Does the material need to be incorporated?
A	6/27/2022 11:09 AM	4 days ago	Material can be either incorporated or surface applied. Runoff of residuals beyond disposal site must be prevented.
Q	6/23/2022 1:19 PM	4 days ago	Does the sludge need to be treated prior to land application to meet permit requirements?
A	6/27/2022 11:00 AM	4 days ago	Land application shall be in accordance with Texas Administrative Code (TAC) Title 30, Part 1, Ch. 312, as well as Title 40 of Code of Federal Regulations (40 CFR) Part 257. TAC: https://texreg.sos.state.tx.us/public/readtac\$ext.ViewTAC?tac_view=4&ti=30&pt=1&ch=312 CFR: https://www.ecfr.gov/current/title-40/chapter-I/subchapter-I/part-257?toc=1
Q	6/23/2022 1:19 PM	4 days ago	Have applicable permits already been granted for land application at the ALM Jr. Regional Airport?
A	6/27/2022 10:30 AM	4 days ago	TCEQ Land application permit is valid thru March 1, 2026. Permit will be uploaded to project docs.



State Registration No. 730329

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
P.O. Box 13087
Austin, Texas 78711-3087

This amendment supercedes and
replaces Registration No. 730329 issued
on January 6, 2016.

WATER TREATMENT PLANT REGISTRATION

I. Registration No: 730329

II. Registration Issued to:

Site Operator and Landowner
City of Nacogdoches
P.O. Box 635030
Nacogdoches, Texas 75964

III. General Description and Location of Site:

Water Treatment Plant (WTP) residuals will be beneficially land applied on 39.2 acres located within an approximate 649 acres at an overall rate not to exceed 40 dry tons per acre per year*. This site is located at 556 Terry Crawford Drive, in Nacogdoches County, Texas 75964 (see Attachment A).

* See section VI. Special Provisions, Item A

IV. Authorization: Land Application of WTP Residuals (SIC Code 4941)

This registration and the authorization contained herein shall expire at midnight five years from the date of issuance.

DATE ISSUED:

March 1, 2021



For the Commission

V. Standard Provisions

A. Limitations:

Land application of WTP residuals must be in accordance with Title 30 of the Texas Administrative Code (30 TAC) Chapter 312 and Title 40 of the Code of Federal Regulations (40 CFR) Part 257. Attachment B identifies the area for application of WTP residuals.

B. Operation Requirements

The operation and maintenance of this site must be in accordance with 30 TAC 312 Subchapter F and 40 CFR Part 257, as related to solid waste disposal. All applicable local and county ordinances must also be followed.

C. Recordkeeping Requirements

1. The following information in either section V.C.1.a or in section V.C.1.b, whichever is applicable, must be developed and the information must be retained indefinitely:
 - a. when any food chain crops are produced:
 - i. the concentration of cadmium in WTP residuals applied to the land;
 - ii. the amount of WTP residuals applied to the land;
 - iii. the number of acres where WTP residuals is applied;
 - iv. the cumulative amount of cadmium applied to each site where food chain crops are grown;
 - v. the background soil pH at the time of application of WTP residuals; and
 - vi. the soil cation exchange capacity (CEC) in meq/100 grams of soil.
 - b. when animal feed is the only food chain crop produced:
 - i. the background soil pH at the time of application of WTP residuals or the crops are planted whichever occurs later;
 - ii. a facility operating plan must be developed which demonstrates how the animal feed will be distributed to preclude ingestion by humans and which describes the measures to be taken to safeguard against possible health hazards from cadmium entering the food chain which may result from alternative land uses; and
 - iii. a statement certifying that future property owners will be notified by a stipulation in the land record or property deed, which states that the property has received WTP residuals at high cadmium application rates and that food chain crops should not be grown due to a possible health hazard.

D. Reporting Requirements

An annual report must be submitted by September 30th of each year to document the use of the site for a period covering September 1st of the previous year through August 31st of the current year including the “Annual Residuals Summary Report Form” (see Attachment C). Submit your report to the Land Application Team of the Water Quality Assessment Section (MC 150) and the TCEQ Regional Office (MC Region 10). The following information must be documented in the report:

1. the site registration number;
2. the amount of residuals applied;
3. the number of acres where WTP residuals was applied;
4. the concentration of cadmium in WTP residuals land applied;
5. the cumulative amount of cadmium applied to each site; and
6. the soil test reports, as per Section V.F.

All laboratory tests submitted to demonstrate compliance with this registration must meet the requirements of 30 TAC Chapter 25, Environmental Testing Laboratory Accreditation and Certification.

E. Regulated Management Conditions

1. WTP residuals must not restrict the flow of the base flood, reduce the temporary water storage capacity of the flood plain, or washout during a flood.
2. WTP residuals must be applied by methods and under conditions that prevent runoff beyond the active application area and protects the quality of the surface water.
3. WTP residuals application must not contaminate an underground drinking water source beyond the site boundary, as specified in 40 CFR 257.3-4.
4. WTP residuals application on land used to produce food-chain crops must meet all requirements in subparagraph V.E.4.a. or all requirements in subparagraph V.E.4.b.:
 - a. the application of WTP residuals on a site within three feet of the surface of land used for the production of food-chain crops must not occur, unless it is in compliance with all requirements of subparagraphs V.E.4.a.i through V.E.4.a.iii of this registration.
 - i. the pH of the WTP residuals and soil mixture must be 6.5 or greater at the time of each application of residuals, except for water treatment residuals containing cadmium concentrations of 2 mg/kg (dry weight) or less;
 - ii. the annual application rate of cadmium in WTP residuals must not exceed 0.5 kilograms per hectare; and

- iii. the cumulative application of cadmium in WTP residuals must not exceed the levels shown in the chart below:

Maximum Cumulative Application of Cadmium (in kg/ha)

	Soil Cation Exchange Capacity (CEC) in meq/100 g of soil		
	0 - 5	5 - 15	> 15
Background soil pH $\geq$ 6.5	5 kg/ha	10 kg/ha	20 kg/ha
Background soil pH < 6.5	5 kg/ha	5 kg/ha	5 kg/ha

- b. the application of WTP residuals on a site within three feet of the surface of land used for the production of food-chain crops must not occur, unless it is in compliance with all requirements of subparagraphs V.E.4.b.i through V.E.4.b.iv of this registration.
- i. the only food-chain crop produced is animal feed;
 - ii. the pH of the WTP residuals and soil mixture must be 6.5 or greater at the time of residuals application or at the time the crop is planted, whichever occurs later, and this pH level must be maintained whenever food chain crops are grown;
 - iii. a facility operating plan must be developed which demonstrates how the animal feed will be distributed to preclude ingestion by humans and which describes the measures to be taken to safeguard against possible health hazards from cadmium entering the food chain which may result from alternative land uses; and
 - iv. future property owners must be notified by a stipulation in the land record or property deed, which states that the property has received residuals at high cadmium application rates and that food chain crops should not be grown due to a possible health hazard.
- c. WTP residuals containing concentrations of polychlorinated biphenyls (PCBs) greater than or equal to 10 mg/kg (dry weight) must be incorporated into the soil when applied to land used for producing animal feed, including pasture crops for animals raised to produce milk. Incorporation of solid waste into the soil is not required if the PCB content is less than 0.2 mg/kg (actual weight) in animal feed or less than 1.5 mg/kg (fat basis) in milk.
5. WTP residuals application practices must not allow uncontrolled public access, so as to protect the public from potential health and safety hazards at the site.
 6. Land application of chemical toilet waste, grease trap waste, grit trap waste, milk solids, or similar non-hazardous municipal or industrial solid wastes is prohibited under this registration.

F. Soil Sampling and Analysis:

The registrant is required to notify the local TCEQ Regional Office 48 hours prior to taking annual soil samples at the registered site.

The registrant shall obtain representative soil samples from the root zones of the land application area. Composite sampling techniques shall be used. Each composite sample shall represent no more than 39.2 acres with no less than 10 to 15 subsamples representing each composite sample. Subsamples shall be composited by like sampling depth, type of crop and soil type for analysis and reporting. Soil types are soils that have like topsoil or plow layer textures. These soils shall be sampled individually from 0 to 6 inches and 6 to 24 inches below ground level per table below. Soil samples shall be analyzed within 30 days of sample collection.

The registrant shall submit the results of the annual soil sample analyses with copies of the laboratory reports and a map depicting the areas that have received residuals within the permanent land application fields with the "Annual Residuals Summary Report Form" (Attachment C) to the Land Application Team of the Water Quality Assessment Section (MC 150) and the TCEQ Regional Office (MC Region 10), no later than September 30th of each sampling year. If residuals are not applied in a particular year, the registrant shall notify the same TCEQ offices and indicate that residuals have not been applied on the approved land application site(s) during that year.

The registrant must monitor the soil-residuals mixture for the site for the parameters listed below using the soil sampling requirements described in 30 TAC §312.11(d)(2) and (3). Analytical results must be provided on a dry weight basis. The Soil Sampling and Analysis plan shall be provided to the analytical laboratory prior to sample analysis.

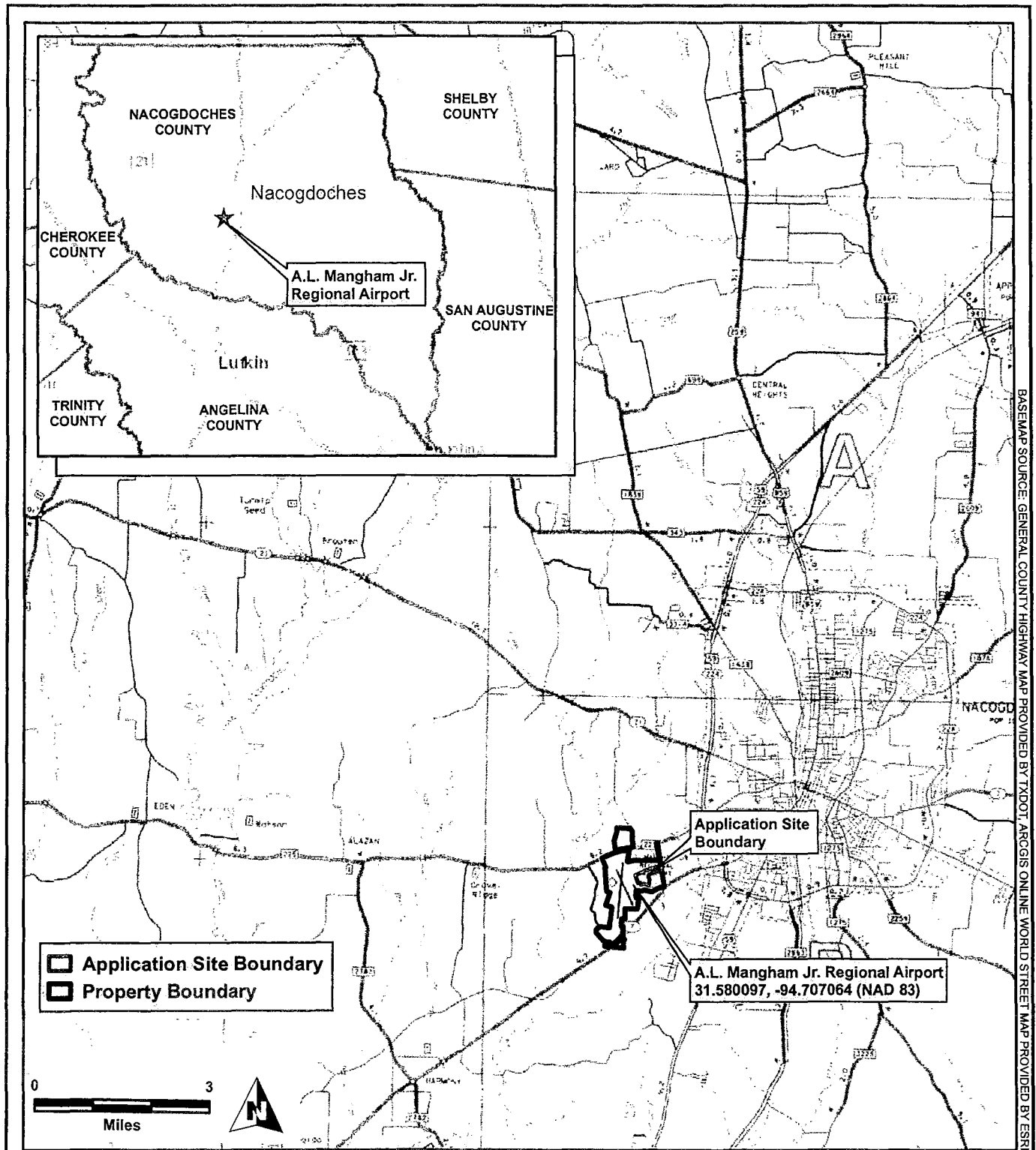
No.	PARAMETER ⁷	NOTE	FREQUENCY	SAMPLE DEPTH	
				0" - 6"	6" - 24"
1.	Nitrate Nitrogen (NO ₃ -N, mg/kg)	1	1 per year	X	X
2.	Ammonium Nitrogen (NH ₄ -N, mg/kg)	1	1 per year	X	X
3.	Total Nitrogen (TKN, mg/kg)	2	1 per year	X	X
4.	Phosphorus (plant available, mg/kg)	3	1 per year	X	X
5.	Potassium (plant available, mg/kg)	3	1 per year	X	X
6.	Sodium (plant available, mg/kg)	3	1 per year	X	X
7.	Magnesium (plant available, mg/kg)	3	1 per year	X	X
8.	Calcium (plant available, mg/kg)	3	1 per year	X	X
9.	Electrical Conductivity	4	1 per year	X	X
10.	Soil Water pH (S.U.)	5	1 per year	X	X
11.	Total Arsenic (mg/kg)	6	1 per 5 years	X	N/A
12.	Total Cadmium (mg/kg)	6	1 per 5 years	X	N/A
13.	Total Chromium (mg/kg)	6	1 per 5 years	X	N/A
14.	Total Copper (mg/kg)	6	1 per 5 years	X	N/A
15.	Total Lead (mg/kg)	6	1 per 5 years	X	N/A
16.	Total Mercury (mg/kg)	6	1 per 5 years	X	N/A
17.	Total Molybdenum (mg/kg)	6	1 per 5 years	X	N/A
18.	Total Nickel (mg/kg)	6	1 per 5 years	X	N/A
19.	Total Selenium (mg/kg)	6	1 per 5 years	X	N/A
20.	Total Zinc (mg/kg)	6	1 per 5 years	X	N/A

1. Determined in a 1 N KCl soil extract (<http://soiltesting.tamu.edu/webpages/swftlmethods1209.html>).
2. Determined by Kjeldahl digestion or an equivalent accepted procedure. Methods that rely on Mercury as a catalyst are not acceptable.
3. Mehlich III extraction (yields plant-available concentrations) with inductively coupled plasma.
4. Electrical Conductivity (EC) - determined from extract of 2:1 (volume/volume) water/soil mixture and expressed in dS/m (same as mmho/cm).
5. Soil pH must be analyzed by the electrometric method, Method 9045C, in "Test Methods for Evaluating Solid Waste, Physical/Chemical Methods" EPA SW-846, as referenced in 40 CFR §260.11 - determined from extract of 2:1 (volume/volume) water/soil mixture.
6. Analysis for metals in soil must be performed according to methods outlined in "Test Methods for Evaluating Solid Waste, Physical/Chemical Methods" EPA SW-846; method 3050B.
7. All parameters must be analyzed on a dry weight basis, except Soil Water pH and Electrical Conductivity.

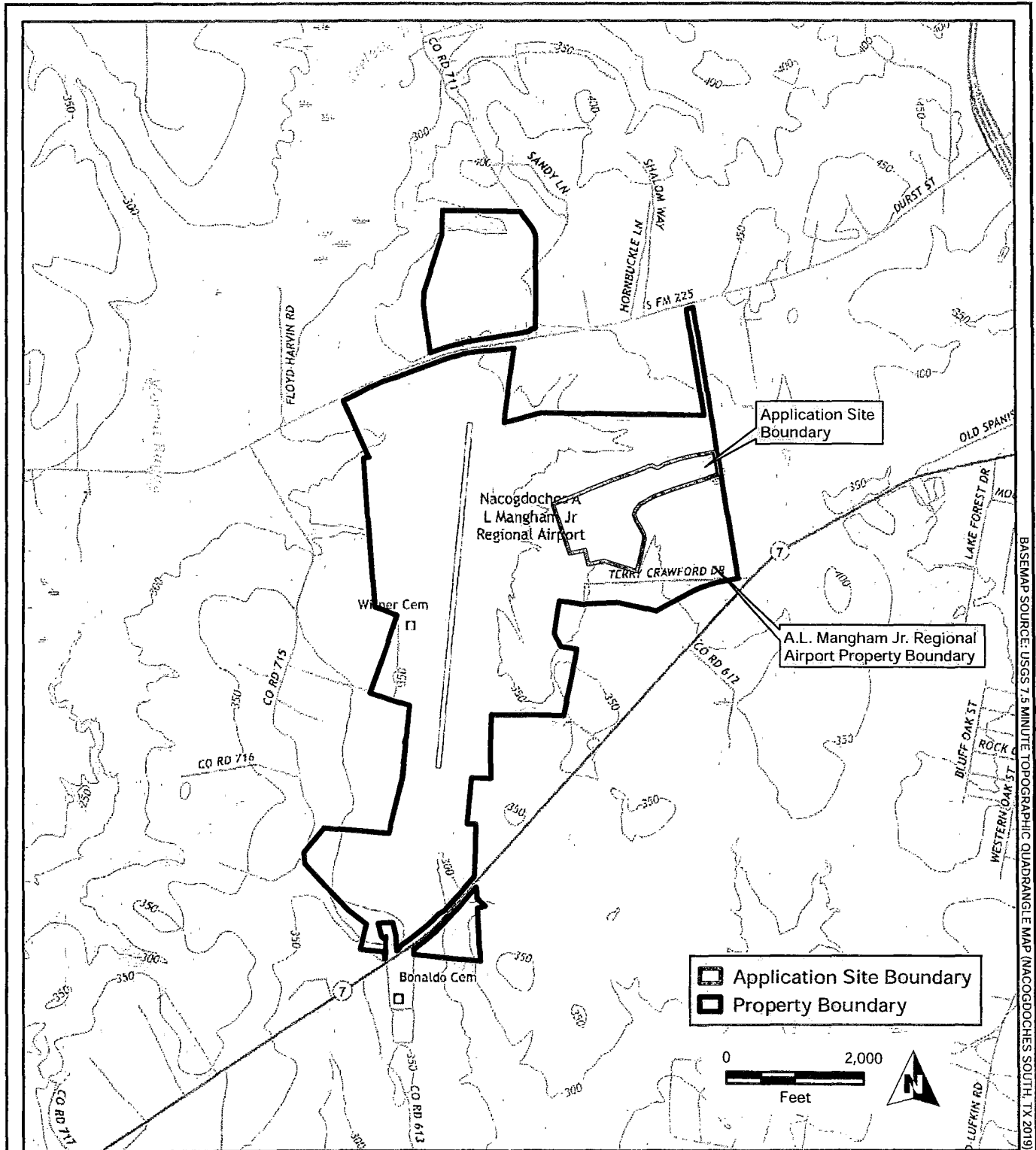
VI. Special Provisions:

- A. For the first year of this registration, the maximum residuals application rate shall not exceed 13.91 dry tons per acre based on Arsenic. On an annual basis, the residuals application rate shall be calculated and adjusted based on current residuals and soil monitoring results. This application rate that is submitted in each annual residuals report shall not exceed the overall maximum residuals application rate of 40 dry tons per acre per year.

Attachment A General Highway Map



Attachment B USGS Topographic Map



1120 NW Stallings Drive Nacogdoches, Texas 75864 (936) 568-9451	FIGURE 2 USGS TOPOGRAPHIC MAP	City of Nacogdoches Water Utilities Department Nacogdoches (Nacogdoches County), Texas <table border="1"> <tr> <td>Map Revised: June 2020</td> <td>Project Number: E-01-993</td> <td>GIS Analyst: SAS</td> </tr> </table>	Map Revised: June 2020	Project Number: E-01-993	GIS Analyst: SAS
Map Revised: June 2020	Project Number: E-01-993	GIS Analyst: SAS			

Attachment C

Annual Residuals Summary Report Form**(Water Treatment Plant Residuals Only)**

Note 1: Please place this form at the top of your Annual Residuals Report.

Note 2: If you operate other registered sites, then fill-out this form for each one of those sites.

Note 3: Also send one complete copy of your report and this form to local TCEQ regional office.

For TCEQ Fiscal Year _____	Reporting period: From September 1, _____ to August 31, _____
Registration No: _____	Date _____
Name of Registrant: _____	
Mailing Address: _____	
Contact Person _____	Name _____ Telephone No: _____

- a. Water Treatment Plant Residuals Land Applied: _____ dry tons/year
- b. Acreage used for residuals application/disposal at this site: _____ acres
- c. The cumulative amount of cadmium applied to this site: _____ lbs/acre
- d. Site vegetation (such as grass type etc) and # of cuttings: _____
- e. Frequency of monitoring /analysis (metals, PCBs, TCLP) _____
- f. Have enclosed the recent soil-residuals analysis? Yes ☐ No ☐

PLEASE MAIL THE COMPLETED ANNUAL REPORT TO:

Texas Commission on Environmental Quality
Land Application Team (MC 150)
Water Quality Assessment Section
P.O. Box 13087
Austin, TX 78711-3087

TECHNICAL SUMMARY AND EXECUTIVE DIRECTOR'S PRELIMINARY DECISION FOR A BENEFICIAL LAND APPLICATION REGISTRATION

DESCRIPTION OF APPLICATION

Registration No.: 730329

Applicant: City of Nacogdoches

Landowner: City of Nacogdoches

Regulated Activity: Land Application of Water Treatment Plant (WTP) Residuals

Type of Application: Major Amendment

Request: State Only Registration

Authority: Texas Water Code §26.027; 30 Texas Administrative Code (TAC) Chapters 281, 305, 312, and Texas Health and Safety Code §361.121; Title 40 of the Code of Federal Regulations (40 CFR) Part 257 and Commission policies.

EXECUTIVE DIRECTOR RECOMMENDATION

The Executive Director has made a preliminary decision that this registration, if issued, meets all statutory and regulatory requirements. The proposed registration and authorization contained herein shall expire at midnight five years from the date of issuance according to 30 TAC Chapter 312.

REASON FOR PROJECT PROPOSED

City of Nacogdoches has applied to the Texas Commission on Environmental Quality (TCEQ) for a major amendment of Registration No. 730329 to adjust the location of the application area.

PROJECT DESCRIPTION AND LOCATION

The land application site is located at 556 Terry Crawford Drive, in Nacogdoches County, Texas 75964.

This registration does not authorize discharge of pollutants into water in the state.

PROPOSED REGISTRATION CONDITIONS

WTP residuals provisions are included in the draft registration according to the requirements of 30 TAC Chapter 312, Sludge Use, Disposal and Transportation. The draft registration authorizes the land application of WTP residuals on 39.2 acres.

For the first year of this registration, the maximum residuals application rate shall not exceed 13.91 dry tons per acre based on Arsenic. On an annual basis, the residuals application rate shall be calculated and adjusted based on current residuals and soil monitoring results. This application rate that is submitted in each annual land application report shall not exceed the overall maximum residuals application rate of 40 dry tons per acre per year.

SUMMARY OF CHANGES FROM APPLICATION

None.

SUMMARY OF GROUNDWATER REVIEW RECOMMENDATIONS/CHANGES

None.

SUMMARY OF CHANGES FROM EXISTING REGISTRATION

As per the major amendment request, the area of the entire site has been increased from 428 to 649 acres and the area of the land application site has been decreased from 83.7 to 39.2 acres.

The location description of the land application site has been updated in the draft registration.

The first year maximum residuals application rate has been reduced from 19.35 to 13.91 dry tons per acre, based on Arsenic concentrations in the residuals.

The soil sampling and analysis section on Pages 5 and 6 of the draft registration has been updated.

The draft registration includes all updates based on the 30 TAC 312 rule change effective April 23, 2020.

SUMMARY OF REQUESTS / ISSUES MADE BY THE APPLICANT THAT OCCURRED IN A CHANGE IN THE SPECIAL PROVISIONS

None.

BASIS FOR PROPOSED DRAFT REGISTRATION

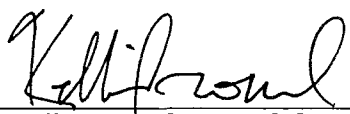
The following items were considered in developing the proposed draft registration:

1. Application received on July 16, 2020 and additional information received on December 2, 2020 and December 29, 2020.
2. Existing TCEQ Registration Number 730329 issued on January 6, 2016.

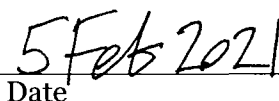
PROCEDURES FOR FINAL DECISION

Once the major amendment draft registration for land application of WTP residuals is technically complete and approved by the Executive Director, it is sent to the Final Documents Team of the Chief Clerk Office to be mailed to the applicant. As this is a WTP residuals land application registration, there is not an opportunity for a contested case hearing, and there is no requirement for public comment.

For additional information about this application, contact Kellie Crouch at (512) 239-2435.



Kellie Crouch, Biosolids Coordinator
Land Application Team
Water Quality Assessment Section (MC 150)


Date

City of Nacogdoches
Attn: Chad Christian
PO Box 635030
Nacogdoches, TX 75963

September 30, 2019

T - CLAD

LABORATORY REPORT

Project ID

City of Nacogdoches WTP Sludge

Site

Sludge Tank

Collect Date

8/26/2019

Sample Number

N9H1057

Subcontracted Laboratory (Report included)

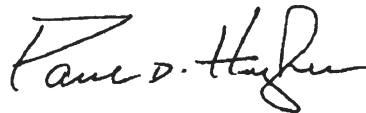
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Issued

September 30, 2019

Total Number of Pages

19



Paul D. Hughes, Technical Director



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Email: eastexlab@eastex.net
Tel: 936 653 3249



Eastex Environmental Laboratory - Nacogdoches
1119 South University Drive
Nacogdoches TX, 75961

LABORATORY ANALYTICAL REPORT

Project: Nac WTP Sludge
Sample Matrix: Water
Client Matrix: Sludge

Sample Date & Time: 08/26/2019 14:26

Collector: Brad Randall

Sample Type: Grab

Print Date: 9/23/2019

N9H1057-01 (Sludge Tank)

C9H6121-01 (Waste)

Analyte	Result	Reporting Limit	Units	Nelac Status	Batch	Analyzed Date & Time	Method	Notes
<u>Metals</u>								
TCLP Metals								
Antimony TCLP	<0.100	0.100	mg/L	A	B9I1763	09/13/2019 14:19	EPA SW 846-6020, 3050	
Arsenic	28.9	2.04	mg/Kg dry	A	B9I0117	09/03/2019 15:58	EPA SW 846-6010, 3050	B
Arsenic TCLP	<0.100	0.100	mg/L	A	B9I1763	09/13/2019 14:19	EPA SW 846-6020, 3050	
Barium TCLP	0.191	0.100	mg/L	A	B9I1763	09/13/2019 14:19	EPA SW 846-6020, 3050	
Beryllium TCLP	<0.0800	0.0800	mg/L	A	B9I1763	09/13/2019 14:19	EPA SW 846-6020	
Cadmium	<2.04	2.04	mg/Kg dry	A	B9I0117	09/03/2019 15:58	EPA SW 846-6010, 3050	12
Cadmium TCLP	<0.100	0.100	mg/L	A	B9I1763	09/13/2019 14:19	EPA SW 846-6020	
Chromium	81.5	2.04	mg/Kg dry	A	B9I0117	09/03/2019 15:58	EPA SW 846-6010, 3050	
Chromium TCLP	<0.100	0.100	mg/L	A	B9I1763	09/13/2019 14:19	EPA SW 846-6020	
Copper	16.9	2.04	mg/Kg dry	A	B9I0117	09/03/2019 15:58	EPA SW 846-6010, 3050	
Lead	<2.04	2.04	mg/Kg dry	A	B9I0117	09/03/2019 15:58	EPA SW 846-6010, 3050	
Lead TCLP	<0.100	0.100	mg/L	A	B9I1763	09/13/2019 14:19	EPA SW 846-6020	
Mercury, Total	<0.0408	0.0408	mg/Kg dry	A	B9I0586	09/05/2019 14:27	EPA SW 846-7471B	
Mercury TCLP	<0.00250	0.00250	mg/L	A	B9I2375	09/19/2019 15:49	EPA SW 846-7471B	
Molybdenum	<2.04	2.04	mg/Kg dry	A	B9I0117	09/03/2019 15:58	EPA SW 846-6010, 3050	B
Nickel	23.7	2.04	mg/Kg dry	A	B9I0117	09/03/2019 15:58	EPA SW 846-6010, 3050	12
Nickel TCLP	<0.100	0.100	mg/L	A	B9I1763	09/13/2019 14:19	EPA SW 846-6020	
Potassium, %	<0.102	0.102	% dry	A	B9I0120	09/03/2019 13:51	EPA SW 846-6010, 3050	
Selenium	2.24	2.04	mg/Kg dry	A	B9I0117	09/03/2019 15:58	EPA SW 846-6010, 3050	12
Selenium TCLP	<0.100	0.100	mg/L	A	B9I1763	09/13/2019 14:19	EPA SW 846-6020	
Silver TCLP	<0.100	0.100	mg/L	A	B9I1763	09/13/2019 14:19	EPA SW 846-6020	
Zinc	15.7	2.04	mg/Kg dry	A	B9I0117	09/03/2019 15:58	EPA SW 846-6010, 3050	12

Organics

PCB 8082

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The results in this report apply to the samples analyzed in accordance with the chain of custody document.
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*NELAC Status: A=Accredited, N=Accreditation not offered, O=Not Accredited, P=Approved

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Page 1 of 18



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Website: eastexlabs.com
Email: eastexlab@eastex.net
Tel: 936 653 3249



Eastex Environmental Laboratory - Nacogdoches
1119 South University Drive
Nacogdoches TX, 75961

Project: Nac WTP Sludge
Sample Matrix: Waste
Client Matrix: Sludge

Sample Date & Time: 08/26/2019 14:26
Collector: Brad Randall
Sample Type: Grab
Print Date: 9/23/2019

N9H1057-01 (Sludge Tank)
C9H6121-01 (Waste)

Analyte	Result	Reporting Limit	Units	Nelac Status	Batch	Analyzed Date & Time	Method	Notes
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Organics

Aroclor- 1260	<0.67	0.67	mg/Kg dry	A	B9I0970	09/13/2019 11:32	EPA 8082A	
Aroclor- 1254	<0.67	0.67	mg/Kg dry	A	B9I0970	09/13/2019 11:32	EPA 8082A	
Aroclor- 1248	<0.67	0.67	mg/Kg dry	A	B9I0970	09/13/2019 11:32	EPA 8082A	
Aroclor- 1242	<0.67	0.67	mg/Kg dry	A	B9I0970	09/13/2019 11:32	EPA 8082A	
Aroclor- 1232	<0.67	0.67	mg/Kg dry	A	B9I0970	09/13/2019 11:32	EPA 8082A	
Aroclor- 1221	<0.67	0.67	mg/Kg dry	A	B9I0970	09/13/2019 11:32	EPA 8082A	
Aroclor- 1016	<0.67	0.67	mg/Kg dry	A	B9I0970	09/13/2019 11:32	EPA 8082A	23, 53
Total PCBs	<0.67	0.67	mg/Kg dry	A	B9I0970	09/13/2019 11:32	EPA 8082A	
Surrogate: Decachlorobiphenyl		117 %	60-140		B9I0970	09/13/2019 11:32	EPA 8082A	
Surrogate: Tetrachloro-m-xylene		117 %	60-140		B9I0970	09/13/2019 11:32	EPA 8082A	

TCLP-Herbicides (SW-846-8151A Method By GC)

2,4-D	<0.0100	0.0100	mg/L	A	B9I1565	09/18/2019 15:23	EPA 8151 A	53
Silvex (2,4,5-TP)	<0.00500	0.00500	mg/L	A	B9I1565	09/18/2019 15:23	EPA 8151 A	
Surrogate: DCAA (Sun)		53.3 %	50-150		B9I1565	09/18/2019 15:23	EPA 8151 A	

TCLP-Organochlorine Pesticides (GC-8081B Method)

Chlordane (technical)	<0.00100	0.00100	mg/L	A	B9I1564	09/13/2019 14:44	EPA 8081 B	
Endrin	<0.0000100	0.0000100	mg/L	A	B9I1564	09/13/2019 14:44	EPA 8081 B	12
Heptachlor	<0.00000500	0.00000500	mg/L	A	B9I1564	09/13/2019 14:44	EPA 8081 B	
Heptachlor-epoxide	<0.00000500	0.00000500	mg/L	A	B9I1564	09/13/2019 14:44	EPA 8081 B	
Gamma-BHC (Lindane)	<0.00000500	0.00000500	mg/L	A	B9I1564	09/13/2019 14:44	EPA 8081 B	
Methoxychlor	<0.0000500	0.0000500	mg/L	A	B9I1564	09/13/2019 14:44	EPA 8081 B	
Toxaphene	<0.0500	0.0500	mg/L	A	B9I1564	09/13/2019 14:44	EPA 8081 B	
Surrogate: Decachlorobiphenyl		68.0 %	60-140		B9I1564	09/13/2019 14:44	EPA 8081 B	
Surrogate: Tetrachloro-m-xylene		66.6 %	60-140		B9I1564	09/13/2019 14:44	EPA 8081 B	

TCLP-Semivolatiles (SVOA-8270D-GC/MS)

1,4-Dichlorobenzene	<0.0500	0.0500	mg/L	A	B9I1563	09/16/2019 14:57	EPA 8270 D	
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Page 2 of 18



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Eastex Environmental Laboratory - Nacogdoches
1119 South University Drive
Nacogdoches TX, 75961

Project: Nac WTP Sludge
Sample Matrix: Water
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Sample Date & Time: 08/26/2019 14:26
Collector: Brad Randall
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N9H1057-01 (Sludge Tank)
C9H6121-01 (Waste)

Analyte	Result	Reporting Limit	Units	Nelac Status	Batch	Analyzed Date & Time	Method	Notes
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Organics

2,4-Dinitrotoluene	<0.0500	0.0500	mg/L	A	B9I1563	09/16/2019 14:57	EPA 8270 D	23
2,4,5-Trichlorophenol	<0.0500	0.0500	mg/L	A	B9I1563	09/16/2019 14:57	EPA 8270 D	23
2,4,6-Trichlorophenol	<0.0500	0.0500	mg/L	A	B9I1563	09/16/2019 14:57	EPA 8270 D	23
2-Methylphenol	<0.0500	0.0500	mg/L	A	B9I1563	09/16/2019 14:57	EPA 8270 D	12, 13, 23
3 and 4 Methylphenol	<0.0500	0.0500	mg/L	A	B9I1563	09/16/2019 14:57	EPA 8270 D	13, 23
Hexachlorobenzene	<0.0500	0.0500	mg/L	A	B9I1563	09/16/2019 14:57	EPA 8270 D	
Hexachlorobutadiene	<0.0500	0.0500	mg/L	A	B9I1563	09/16/2019 14:57	EPA 8270 D	
Hexachloroethane	<0.0500	0.0500	mg/L	A	B9I1563	09/16/2019 14:57	EPA 8270 D	13, 23
Nitrobenzene	<0.0500	0.0500	mg/L	A	B9I1563	09/16/2019 14:57	EPA 8270 D	
Pentachlorophenol	<0.250	0.250	mg/L	A	B9I1563	09/16/2019 14:57	EPA 8270 D	23
Pyridine	<0.0500	0.0500	mg/L	A	B9I1563	09/16/2019 14:57	EPA 8270 D	13, 23, 53
Surrogate: Nitrobenzene-d5		51.3 %	0.6-130.6		B9I1563	09/16/2019 14:57	EPA 8270 D	
Surrogate: 2-Fluorophenol		21.1 %	17.4-131.8		B9I1563	09/16/2019 14:57	EPA 8270 D	
Surrogate: 2-Fluorobiphenyl		43.8 %	15.3-136.5		B9I1563	09/16/2019 14:57	EPA 8270 D	
Surrogate: 2,4,6-Tribromophenol		26.6 %	0-135		B9I1563	09/16/2019 14:57	EPA 8270 D	
Surrogate: Terphenyl-d14		118 %	13.8-143.4		B9I1563	09/16/2019 14:57	EPA 8270 D	
Surrogate: Phenol-d6		16.1 %	22.4-133.2		B9I1563	09/16/2019 14:57	EPA 8270 D	52

TCLP-Volatiles Organic Compounds 8260B(GC/MS)

Benzene	<0.025	0.025	mg/L	A	B9I0978	09/09/2019 14:43	SW 8260B	23, 53
Carbon Tetrachloride	<0.025	0.025	mg/L	A	B9I0978	09/09/2019 14:43	SW 8260B	
Chlorobenzene	<0.025	0.025	mg/L	A	B9I0978	09/09/2019 14:43	SW 8260B	
Chloroform	<0.050	0.050	mg/L	A	B9I0978	09/09/2019 14:43	SW 8260B	
1,2-Dichloroethane	<0.025	0.025	mg/L	A	B9I0978	09/09/2019 14:43	SW 8260B	
1,1-Dichloroethene	<0.025	0.025	mg/L	A	B9I0978	09/09/2019 14:43	SW 8260B	
2-Butanone (MEK)	<0.500	0.500	mg/L	A	B9I0978	09/09/2019 14:43	SW 8260B	

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Page 3 of 18



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Eastex Environmental Laboratory - Nacogdoches
1119 South University Drive
Nacogdoches TX, 75961

Project: Nac WTP Sludge
Sample Matrix: Water
Client Matrix: Sludge

Sample Date & Time: 08/26/2019 14:26
Collector: Brad Randall
Sample Type: Grab
Print Date: 9/23/2019

N9H1057-01 (Sludge Tank)
C9H6121-01 (Waste)

Analyte	Result	Reporting Limit	Units	Nelac Status	Batch	Analyzed Date & Time	Method	Notes
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Organics

Tetrachloroethene (Tetrachloroethylene)	<0.025	0.025	mg/L	A	B9I0978	09/09/2019 14:43	SW 8260B	
Trichloroethene	<0.025	0.025	mg/L	A	B9I0978	09/09/2019 14:43	SW 8260B	
Vinyl Chloride	<0.025	0.025	mg/L	A	B9I0978	09/09/2019 14:43	SW 8260B	
1,4-Dichlorobenzene	<0.025	0.025	mg/L	A	B9I0978	09/09/2019 14:43	SW 8260B	
Surrogate: 4-Bromofluorobenzene		76.6 %	70-130		B9I0978	09/09/2019 14:43	SW 8260B	
Surrogate: Dibromofluoromethane		91.8 %	70-130		B9I0978	09/09/2019 14:43	SW 8260B	
Surrogate: Toluene-d8		81.0 %	70-130		B9I0978	09/09/2019 14:43	SW 8260B	
Surrogate: 1,2-Dichloroethane-d4		94.6 %	70-130		B9I0978	09/09/2019 14:43	SW 8260B	

Wet Lab

NH3N %	<0.204	0.204	% dry	A	B9H3684	09/02/2019 14:32	EPA 350.2	Cs
Nitrate-N, %	<0.00204	0.00204	% dry	N	B9I0090	09/03/2019 12:00	SM 4500 NO3 D	Cs
Percent Solid	4.9	0.1	%	A	B9I0076	09/02/2019 13:02	SM 2540G	Cs
Phosphorus, %	<1.00	1.00	% dry	A	B9I0243	09/04/2019 15:30	EPA 365.2	Cs
pH-Sludge	6.16		std unit	A	B9I0036	09/04/2019 10:50	EPA SW 846-9040	Cs
TKN %	0.600	0.0204	% dry	N	B9I0053	09/02/2019 11:59	SM 4500 NH3 - C	Cs



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Eastex Environmental Laboratory - Nacogdoches
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EPA 350.2 - Quality Control
Eastex Environmental Laboratory - Coldspring

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
Batch B9H3684 - No Prep										
Blank (B9H3684-BLK1)					Prepared & Analyzed: 9/2/2019 2:32:00PM					
NH3N %	ND	0.0100	% wet							
LCS (B9H3684-BS1)					Prepared & Analyzed: 9/2/2019 2:32:00PM					
NH3N %	4.76		mg/L	5.00		95.2	80-120			
Matrix Spike (B9H3684-MS1)					Source: C9H2447-01 Prepared & Analyzed: 9/2/2019 2:32:00PM					
NH3N %	14.7	2.50	% dry		ND		80-120			
Matrix Spike Dup (B9H3684-MSD1)					Source: C9H2447-01 Prepared & Analyzed: 9/2/2019 2:32:00PM					
NH3N %	15.0	2.50	% dry		ND		80-120	2.35	20	
Batch B9I0036 - No Prep										
LCS (B9I0036-BS1)					Prepared & Analyzed: 9/4/2019 10:50:00AM					
pH-Sludge	6.96		std unit	6.86		101	0-200			
Duplicate (B9I0036-DUP1)					Source: C9H4966-01 Prepared & Analyzed: 9/4/2019 10:50:00AM					
pH-Sludge	5.78		std unit		5.78			0.00	20	
Batch B9I0053 - SM 4500 Norg C										
Blank (B9I0053-BLK1)					Prepared & Analyzed: 9/2/2019 11:59:00AM					
TKN %	ND	0.00100	% wet							
LCS (B9I0053-BS1)					Prepared & Analyzed: 9/2/2019 11:59:00AM					
TKN %	9.2		mg/L	10.0		92.0	80-120			
Matrix Spike (B9I0053-MS1)					Source: C9H6000-01 Prepared & Analyzed: 9/2/2019 11:59:00AM					
TKN %	7.816666	0.0833	% dry	4.15	3.966667	92.8	80-120			
Matrix Spike Dup (B9I0053-MSD1)					Source: C9H6000-01 Prepared & Analyzed: 9/2/2019 11:59:00AM					
TKN %	8.05	0.0833	% dry	4.15	3.966667	98.4	80-120	2.94	20	
Batch B9I0076 - No Prep										
Blank (B9I0076-BLK1)					Prepared & Analyzed: 9/2/2019 1:02:00PM					
Percent Solid	ND	0.1	%							
Duplicate (B9I0076-DUP1)					Source: C9H5991-01 Prepared & Analyzed: 9/2/2019 1:02:00PM					
Percent Solid	2.3	0.1	%		2.3			0.00	20	

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Page 5 of 18



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Eastex Environmental Laboratory - Nacogdoches
 1119 South University Drive
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SM 4500 NO3 D - Quality Control
Eastex Environmental Laboratory - Coldspring

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
Batch B9I0090 - No Prep										
Blank (B9I0090-BLK1)				Prepared & Analyzed: 9/3/2019 12:00:00PM						
Nitrate-N, %	ND	0.000100	% wet							
LCS (B9I0090-BS1)				Prepared & Analyzed: 9/3/2019 12:00:00PM						
Nitrate-N, %	0.0001048	0.000100	% wet				80-120			
Matrix Spike (B9I0090-MS1)				Source: C9H3211-01 Prepared & Analyzed: 9/3/2019 12:00:00PM						
Nitrate-N, %	5.927778E-03	0.00556	% dry	0.00556	ND	107	80-120			
Matrix Spike Dup (B9I0090-MSD1)				Source: C9H3211-01 Prepared & Analyzed: 9/3/2019 12:00:00PM						
Nitrate-N, %	5.127778E-03	0.00556	% dry	0.00556	3.611111E-04	85.8	80-120	14.5	20	
Batch B9I0117 - SW846-3050										
Blank (B9I0117-BLK1)				Prepared & Analyzed: 9/3/2019 3:10:26PM						
Molybdenum	ND	0.100	mg/Kg wet							B
Arsenic	ND	0.100	mg/Kg wet							B
Cadmium	ND	0.100	mg/Kg wet							
Chromium	ND	0.100	mg/Kg wet							
Copper	ND	0.100	mg/Kg wet							
Lead	ND	0.100	mg/Kg wet							
Nickel	ND	0.100	mg/Kg wet							
Selenium	ND	0.100	mg/Kg wet							
Zinc	ND	0.100	mg/Kg wet							
LCS (B9I0117-BS1)				Prepared & Analyzed: 9/3/2019 3:15:12PM						
Molybdenum	2.71954	0.100	mg/Kg wet	2.50		109	80-120			B
Arsenic	2.28	0.100	mg/Kg wet	2.50		91.1	80-120			B
Cadmium	2.2	0.100	mg/Kg wet	2.50		87.5	80-120			
Chromium	2.32	0.100	mg/Kg wet	2.50		92.9	80-120			
Copper	2.32	0.100	mg/Kg wet	2.50		92.8	80-120			
Lead	2.29	0.100	mg/Kg wet	2.50		91.7	80-120			
Nickel	2.21	0.100	mg/Kg wet	2.50		88.6	80-120			
Selenium	2.11	0.100	mg/Kg wet	2.50		84.3	80-120			
Zinc	2.21553	0.100	mg/Kg wet	2.50		88.6	80-120			
Matrix Spike (B9I0117-MS1)				Source: C9H2823-01 Prepared & Analyzed: 9/3/2019 3:29:31PM						
Molybdenum	101.7115	3.85	mg/Kg dry	96.2	ND	106	75-125			B
Arsenic	87.9	3.85	mg/Kg dry	96.2	2.20	89.1	75-125			B
Cadmium	80	3.85	mg/Kg dry	96.2	0.77	82.5	75-125			

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EPA SW 846-6010, 3050 - Quality Control
Eastex Environmental Laboratory - Coldspring

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
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Batch B9I0117 - SW846-3050

Matrix Spike (B9I0117-MS1)		Source: C9H2823-01		Prepared & Analyzed: 9/3/2019 3:29:31PM						
Chromium	97.6	3.85	mg/Kg dry	96.2	14.3	86.6	75-125			
Copper	220	3.85	mg/Kg dry	96.2	132	91.1	75-125			
Lead	88.7	3.85	mg/Kg dry	96.2	6.88	85.1	75-125			
Nickel	88.7	3.85	mg/Kg dry	96.2	10.4	81.5	75-125			
Selenium	80.4	3.85	mg/Kg dry	96.2	1.20	82.4	75-125			
Zinc	622.6577	3.85	mg/Kg dry	96.2	527.2385	99.2	75-125			

Matrix Spike Dup (B9I0117-MSD1)		Source: C9H2823-01		Prepared & Analyzed: 9/3/2019 3:34:17PM						
Molybdenum	102.9735	3.85	mg/Kg dry	96.2	ND	107	75-125	1.23	20	B
Arsenic	88.7	3.85	mg/Kg dry	96.2	2.20	89.9	75-125	0.934	20	B
Cadmium	81	3.85	mg/Kg dry	96.2	0.77	83.0	75-125	0.536	20	
Chromium	98.5	3.85	mg/Kg dry	96.2	14.3	87.5	75-125	0.923	20	
Copper	220	3.85	mg/Kg dry	96.2	132	91.1	75-125	0.000861	20	
Lead	89.6	3.85	mg/Kg dry	96.2	6.88	86.0	75-125	0.985	20	
Nickel	89.4	3.85	mg/Kg dry	96.2	10.4	82.2	75-125	0.739	20	
Selenium	82.5	3.85	mg/Kg dry	96.2	1.20	84.6	75-125	2.65	20	
Zinc	637.7424	3.85	mg/Kg dry	96.2	527.2385	115	75-125	2.39	20	

Batch B9I0120 - SW846-3050

Blank (B9I0120-BLK1)		Prepared & Analyzed: 9/3/2019 1:30:46PM								
Potassium, %	ND	0.00500	% wet							

LCS (B9I0120-BS1)		Prepared & Analyzed: 9/3/2019 1:32:50PM								
Potassium, %	0.0222	0.00500	% wet	0.0250		88.8	80-120			

Matrix Spike (B9I0120-MS1)		Source: C9H2823-01		Prepared & Analyzed: 9/3/2019 1:39:04PM						
Potassium, %	1.27	0.192	% dry	0.962	0.365	94.0	75-125			

Matrix Spike Dup (B9I0120-MSD1)		Source: C9H2823-01		Prepared & Analyzed: 9/3/2019 1:41:08PM						
Potassium, %	1.28	0.192	% dry	0.962	0.365	94.7	75-125	0.533	20	

Batch B9I0243 - No Prep

Blank (B9I0243-BLK1)		Prepared & Analyzed: 9/4/2019 3:30:00PM								
Phosphorus, %	ND	1.00	% wet							

LCS (B9I0243-BS1)		Prepared & Analyzed: 9/4/2019 3:30:00PM								
Phosphorus, %	0.101		mg/L	0.100		101	80-120			

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EPA 365.2 - Quality Control
Eastex Environmental Laboratory - Coldspring

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
Batch B9I0243 - No Prep										
Matrix Spike (B9I0243-MS1)		Source: C9H6000-01		Prepared & Analyzed: 9/4/2019 3:30:00PM						
Phosphorus, %	1.58	1.00	% dry	1.54	0.125	94.6	80-120			
Matrix Spike Dup (B9I0243-MSD1)		Source: C9H6000-01		Prepared & Analyzed: 9/4/2019 3:30:00PM						
Phosphorus, %	1.71	1.00	% dry	1.54	0.125	103	80-120	7.59	20	
Batch B9I0586 - SW 846-7471B										
Blank (B9I0586-BLK1)		Prepared & Analyzed: 9/5/2019 2:05:19PM								
Mercury, Total	ND	0.00200	mg/Kg wet							
LCS (B9I0586-BS1)		Prepared & Analyzed: 9/5/2019 2:07:20PM								
Mercury, Total	0.0253	0.00200	mg/Kg wet	0.0250		101	80-120			
Matrix Spike (B9I0586-MS1)		Source: C9H5002-01		Prepared & Analyzed: 9/5/2019 2:13:24PM						
Mercury, Total	1.61	0.143	mg/Kg dry	1.79	0.213	78.1	75-125			
Matrix Spike Dup (B9I0586-MSD1)		Source: C9H5002-01		Prepared & Analyzed: 9/5/2019 2:15:24PM						
Mercury, Total	1.61	0.143	mg/Kg dry	1.79	0.213	78.5	75-125	0.443	20	
Batch B9I0970 - EPA 3550 C										
Blank (B9I0970-BLK1)		Prepared & Analyzed: 9/13/2019 10:35:00AM								
Aroclor- 1260	ND	0.03	mg/Kg wet							
Aroclor- 1254	ND	0.03	mg/Kg wet							
Aroclor- 1248	ND	0.03	mg/Kg wet							
Aroclor- 1242	ND	0.03	mg/Kg wet							
Aroclor- 1232	ND	0.03	mg/Kg wet							
Aroclor- 1221	ND	0.03	mg/Kg wet							
Aroclor- 1016	ND	0.03	mg/Kg wet							
Total PCBs	ND	0.03	mg/Kg wet							
Surrogate: Decachlorobiphenyl	0.00816		mg/Kg wet	0.0133		61.2	60-140			
Surrogate: Tetrachloro-m-xylene	0.00467		mg/Kg wet	0.00667		70.0	60-140			
LCS (B9I0970-BS1)		Prepared & Analyzed: 9/13/2019 10:55:00AM								
Aroclor- 1260	0.126	0.03	mg/Kg wet	0.133		94.4	60-140			
Aroclor- 1016	0.123	0.03	mg/Kg wet	0.133		92.5	60-140			
Surrogate: Decachlorobiphenyl	0.0108		mg/Kg wet	0.0133		81.2	60-140			
Surrogate: Tetrachloro-m-xylene	0.00604		mg/Kg wet	0.00667		90.6	60-140			

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EPA 8082A - Quality Control
Eastex Environmental Laboratory - Coldspring

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
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Batch B910970 - EPA 3550 C

Matrix Spike (B910970-MS1)		Source: C9H4762-01		Prepared & Analyzed: 9/13/2019 1:39:00PM						
Aroclor- 1260	15.1	3.25	mg/Kg dry	13.1	ND	115	60-140			
Aroclor- 1016	52.9	3.25	mg/Kg dry	13.1	ND	403	60-140			23
Surrogate: Decachlorobiphenyl	0.990		mg/Kg dry	1.31		75.5	60-140			
Surrogate: Tetrachloro-m-xylene	2.60		mg/Kg dry	0.656		397	60-140			52

Matrix Spike Dup (B910970-MSD1)		Source: C9H4762-01		Prepared & Analyzed: 9/13/2019 1:54:00PM						
Aroclor- 1260	13.7	3.27	mg/Kg dry	13.2	ND	104	60-140	9.53	25	
Aroclor- 1016	38.6	3.27	mg/Kg dry	13.2	ND	292	60-140	31.2	25	23, 53
Surrogate: Decachlorobiphenyl	0.947		mg/Kg dry	1.32		71.8	60-140			
Surrogate: Tetrachloro-m-xylene	2.07		mg/Kg dry	0.660		314	60-140			52

Batch B910978 - EPA 1311

Blank (B910978-BLK1)				Prepared & Analyzed: 9/9/2019 10:05:00AM						
Benzene	ND	0.005	mg/L							
Carbon Tetrachloride	ND	0.005	mg/L							
Chlorobenzene	ND	0.005	mg/L							
Chloroform	ND	0.010	mg/L							
1,2-Dichloroethane	ND	0.005	mg/L							
1,1- Dichloroethene	ND	0.005	mg/L							
2-Butanone (MEK)	ND	0.100	mg/L							
Tetrachloroethene (Tetrachloroethylene)	ND	0.005	mg/L							
Trichloroethene	ND	0.005	mg/L							
Vinyl Chloride	ND	0.005	mg/L							
1,4-Dichlorobenzene	ND	0.005	mg/L							
Surrogate: 4-Bromofluorobenzene	0.0156		mg/L	0.0200		77.8	70-130			
Surrogate: Dibromofluoromethane	0.0171		mg/L	0.0200		85.4	70-130			
Surrogate: Toluene-d8	0.0158		mg/L	0.0200		79.2	70-130			
Surrogate: 1,2-Dichloroethane-d4	0.0186		mg/L	0.0200		92.8	70-130			

LCS (B910978-BS1)				Prepared & Analyzed: 9/9/2019 9:23:00AM						
Benzene	0.0203	0.005	mg/L	0.0200		101	36-151			
Carbon Tetrachloride	0.0218	0.005	mg/L	0.0200		109	70-140			
Chlorobenzene	0.0202	0.005	mg/L	0.0200		101	37-160			
Chloroform	0.0196	0.010	mg/L	0.0200		97.8	51-138			
1,2-Dichloroethane	0.0209	0.005	mg/L	0.0200		105	68-132			
1,1- Dichloroethene	0.0197	0.005	mg/L	0.0200		98.5	59-155			

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SW 8260B - Quality Control
Eastex Environmental Laboratory - Coldspring

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
Batch B9I0978 - EPA 1311										
LCS (B9I0978-BS1)				Prepared & Analyzed: 9/9/2019 9:23:00AM						
2-Butanone (MEK)	0.105	0.100	mg/L	0.100		105	70-130			
Tetrachloroethene (Tetrachloroethylene)	0.0192	0.005	mg/L	0.0200		96.2	64-148			
Trichloroethene	0.0210	0.005	mg/L	0.0200		105	71-157			
Vinyl Chloride	0.0162	0.005	mg/L	0.0200		80.8	0-251			
1,4-Dichlorobenzene	0.0194	0.005	mg/L	0.0200		97.2	18-190			
Surrogate: 4-Bromofluorobenzene	0.0180		mg/L	0.0200		90.1	70-130			
Surrogate: Dibromofluoromethane	0.0190		mg/L	0.0200		94.8	70-130			
Surrogate: Toluene-d8	0.0178		mg/L	0.0200		89.2	47-150			
Surrogate: 1,2-Dichloroethane-d4	0.0194		mg/L	0.0200		97.2	49-155			
Matrix Spike (B9I0978-MS1)				Source: C9H4966-01 Prepared & Analyzed: 9/9/2019 11:51:00AM						
Benzene	0.0193	0.005	mg/L	0.100	ND	19.3	36-151			23, 53
Carbon Tetrachloride	0.105	0.025	mg/L	0.100	ND	105	70-130			
Chlorobenzene	0.0948	0.025	mg/L	0.100	ND	94.8	37-160			
Chloroform	0.0924	0.050	mg/L	0.100	ND	92.4	51-138			
1,2-Dichloroethane	0.0930	0.025	mg/L	0.100	ND	93.0	68-132			
1,1- Dichloroethene	0.0947	0.025	mg/L	0.100	ND	94.7	59-155			
2-Butanone (MEK)	0.385	0.500	mg/L	0.500	ND	77.0	70-130			
Tetrachloroethene (Tetrachloroethylene)	0.0902	0.025	mg/L	0.100	ND	90.2	64-148			
Trichloroethene	0.102	0.025	mg/L	0.100	ND	102	71-157			
Vinyl Chloride	0.0712	0.025	mg/L	0.100	ND	71.2	0-251			
1,4-Dichlorobenzene	0.0917	0.025	mg/L	0.100	ND	91.7	18-190			
Surrogate: 4-Bromofluorobenzene	0.0886		mg/L	0.100		88.6	70-130			
Surrogate: Dibromofluoromethane	0.0914		mg/L	0.100		91.4	70-130			
Surrogate: Toluene-d8	0.0872		mg/L	0.100		87.2	47-150			
Surrogate: 1,2-Dichloroethane-d4	0.0894		mg/L	0.100		89.4	49-155			
Matrix Spike Dup (B9I0978-MSD1)				Source: C9H4966-01 Prepared & Analyzed: 9/9/2019 12:17:00PM						
Benzene	0.102	0.025	mg/L	0.100	ND	102	36-151	136	25	23, 53
Carbon Tetrachloride	0.106	0.025	mg/L	0.100	ND	106	70-130	0.961	25	
Chlorobenzene	0.0999	0.025	mg/L	0.100	ND	99.9	37-160	5.25	25	
Chloroform	0.0949	0.050	mg/L	0.100	ND	94.9	51-138	2.61	25	
1,2-Dichloroethane	0.0988	0.025	mg/L	0.100	ND	98.8	68-132	6.00	25	
1,1- Dichloroethene	0.0985	0.025	mg/L	0.100	ND	98.5	59-155	4.00	25	
2-Butanone (MEK)	0.471	0.500	mg/L	0.500	ND	94.2	70-130	20.1	25	
Tetrachloroethene (Tetrachloroethylene)	0.0948	0.025	mg/L	0.100	ND	94.8	64-148	4.96	25	

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SW 8260B - Quality Control
Eastex Environmental Laboratory - Coldspring

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
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Batch B910978 - EPA 1311

Matrix Spike Dup (B910978-MSD1)		Source: C9H4966-01			Prepared & Analyzed: 9/9/2019 12:17:00PM					
Trichloroethene	0.105	0.025	mg/L	0.100	ND	105	71-157	2.28	25	
Vinyl Chloride	0.0760	0.025	mg/L	0.100	ND	76.0	0-251	6.52	25	
1,4-Dichlorobenzene	0.0952	0.025	mg/L	0.100	ND	95.2	18-190	3.80	25	
Surrogate: 4-Bromofluorobenzene	0.0863		mg/L	0.100		86.3	70-130			
Surrogate: Dibromofluoromethane	0.0911		mg/L	0.100		91.1	70-130			
Surrogate: Toluene-d8	0.0872		mg/L	0.100		87.2	47-150			
Surrogate: 1,2-Dichloroethane-d4	0.0877		mg/L	0.100		87.7	49-155			

Batch B911563 - EPA 1311/ EPA 3510 C

Blank (B911563-BLK1)		Prepared & Analyzed: 9/16/2019 10:55:00AM								
1,4-Dichlorobenzene	ND	0.0500	mg/L							
2,4-Dinitrotoluene	ND	0.0500	mg/L							
2,4,5-Trichlorophenol	ND	0.0500	mg/L							
2,4,6-Trichlorophenol	ND	0.0500	mg/L							
2-Methylphenol	ND	0.0500	mg/L							12
3 and 4 Methylphenol	ND	0.0500	mg/L							
Hexachlorobenzene	ND	0.0500	mg/L							
Hexachlorobutadiene	ND	0.0500	mg/L							
Hexachloroethane	ND	0.0500	mg/L							
Nitrobenzene	ND	0.0500	mg/L							
Pentachlorophenol	ND	0.250	mg/L							
Pyridine	ND	0.0500	mg/L							
Surrogate: Nitrobenzene-d5	0.115		mg/L	0.200		57.5	0.6-130.6			
Surrogate: 2-Fluorophenol	0.0809		mg/L	0.200		40.5	17.4-131.8			
Surrogate: 2-Fluorobiphenyl	0.0587		mg/L	0.200		29.4	15.3-136.5			
Surrogate: 2,4,6-Tribromophenol	0.134		mg/L	0.200		66.9	0-135			
Surrogate: Terphenyl-d14	0.261		mg/L	0.200		130	13.8-143.4			
Surrogate: Phenol-d6	0.0735		mg/L	0.200		36.7	22.4-133.2			

LCS (B911563-BS1)		Prepared & Analyzed: 9/16/2019 11:35:00AM								
1,4-Dichlorobenzene	0.0688	0.0500	mg/L	0.200		34.4	20-124			
2,4-Dinitrotoluene	0.162	0.0500	mg/L	0.200		80.8	70-130			
2,4,5-Trichlorophenol	0.177	0.0500	mg/L	0.200		88.3	70-130			
2,4,6-Trichlorophenol	0.167	0.0500	mg/L	0.200		83.6	37-144			
2-Methylphenol	0.111	0.0500	mg/L	0.200		55.6	70-130			12, 13

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Page 11 of 18



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EPA 8270 D - Quality Control
Eastex Environmental Laboratory - Coldspring

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
Batch B911563 - EPA 1311/ EPA 3510 C										
LCS (B911563-BS1)										
Prepared & Analyzed: 9/16/2019 11:35:00AM										
3 and 4 Methylphenol	0.263	0.0500	mg/L	0.400		65.8	70-130			13
Hexachlorobenzene	0.0612	0.0500	mg/L	0.200		30.6	0-152			
Hexachlorobutadiene	0.0704	0.0500	mg/L	0.200		35.2	24-116			
Hexachloroethane	0.0699	0.0500	mg/L	0.200		35.0	40-113			13
Nitrobenzene	0.118	0.0500	mg/L	0.200		59.2	35-180			
Pentachlorophenol	0.206	0.250	mg/L	0.200		103	54-120			
Pyridine	0.0869	0.0500	mg/L	0.200		43.4	70-130			13
Surrogate: Nitrobenzene-d5	0.109		mg/L	0.200		54.7	0.6-130.6			
Surrogate: 2-Fluorophenol	0.0859		mg/L	0.200		43.0	17.4-131.8			
Surrogate: 2-Fluorobiphenyl	0.0887		mg/L	0.200		44.4	15.3-136.5			
Surrogate: 2,4,6-Tribromophenol	0.174		mg/L	0.200		87.2	0-135			
Surrogate: Terphenyl-d14	0.244		mg/L	0.200		122	13.8-143.4			
Surrogate: Phenol-d6	0.0758		mg/L	0.200		37.9	22.4-133.2			
Matrix Spike (B911563-MS1)										
Source: C9H4762-01 Prepared & Analyzed: 9/16/2019 12:56:00PM										
1,4-Dichlorobenzene	0.0778	0.0500	mg/L	0.200	ND	38.9	20-124			
2,4-Dinitrotoluene	0.134	0.0500	mg/L	0.200	ND	67.0	70-130			23
2,4,5-Trichlorophenol	0.117	0.0500	mg/L	0.200	ND	58.5	70-130			23
2,4,6-Trichlorophenol	0.0596	0.0500	mg/L	0.200	ND	29.8	37-144			23
2-Methylphenol	0.0255	0.0500	mg/L	0.200	ND	12.7	70-130			12, 13, 23
3 and 4 Methylphenol	0.0963	0.0500	mg/L	0.400	ND	24.1	70-130			13, 23
Hexachlorobenzene	0.0590	0.0500	mg/L	0.200	ND	29.5	0-152			
Hexachlorobutadiene	0.0734	0.0500	mg/L	0.200	ND	36.7	24-116			
Hexachloroethane	0.105	0.0500	mg/L	0.200	ND	52.3	40-113			13
Nitrobenzene	0.151	0.0500	mg/L	0.200	ND	75.5	35-180			
Pentachlorophenol	0.0958	0.250	mg/L	0.200	ND	47.9	54-120			23
Pyridine	0.0982	0.0500	mg/L	0.200	ND	49.1	70-130			13, 23, 53
Surrogate: Nitrobenzene-d5	0.131		mg/L	0.200		65.5	0.6-130.6			
Surrogate: 2-Fluorophenol	0.0573		mg/L	0.200		28.7	17.4-131.8			
Surrogate: 2-Fluorobiphenyl	0.0827		mg/L	0.200		41.3	15.3-136.5			
Surrogate: 2,4,6-Tribromophenol	0.0292		mg/L	0.200		14.6	0-135			
Surrogate: Terphenyl-d14	0.229		mg/L	0.200		114	13.8-143.4			
Surrogate: Phenol-d6	0.0651		mg/L	0.200		32.5	22.4-133.2			
Matrix Spike Dup (B911563-MSD1)										
Source: C9H4762-01 Prepared & Analyzed: 9/16/2019 1:36:00PM										
1,4-Dichlorobenzene	0.0699	0.0500	mg/L	0.200	ND	35.0	20-124	10.6	25	

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EPA 8270 D - Quality Control
Eastex Environmental Laboratory - Coldspring

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
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Batch B911563 - EPA 1311/ EPA 3510 C

Matrix Spike Dup (B911563-MSD1)		Source: C9H4762-01		Prepared & Analyzed: 9/16/2019 1:36:00PM						
2,4-Dinitrotoluene	0.125	0.0500	mg/L	0.200	ND	62.5	70-130	6.97	25	23
2,4,5-Trichlorophenol	0.128	0.0500	mg/L	0.200	ND	64.2	70-130	9.31	25	23
2,4,6-Trichlorophenol	0.0610	0.0500	mg/L	0.200	ND	30.5	37-144	2.41	25	23
2-Methylphenol	0.0212	0.0500	mg/L	0.200	ND	10.6	70-130	18.4	25	12, 13, 23
3 and 4 Methylphenol	0.0880	0.0500	mg/L	0.400	ND	22.0	70-130	9.01	25	13, 23
Hexachlorobenzene	0.0645	0.0500	mg/L	0.200	ND	32.2	0-152	8.81	25	
Hexachlorobutadiene	0.0794	0.0500	mg/L	0.200	ND	39.7	24-116	7.81	25	
Hexachloroethane	0.0689	0.0500	mg/L	0.200	ND	34.4	40-113	41.2	25	13, 23
Nitrobenzene	0.136	0.0500	mg/L	0.200	ND	68.0	35-180	10.4	25	
Pentachlorophenol	0.110	0.250	mg/L	0.200	ND	54.8	54-120	13.5	25	
Pyridine	0.0747	0.0500	mg/L	0.200	ND	37.4	70-130	27.2	25	13, 23, 53
Surrogate: Nitrobenzene-d5	0.111		mg/L	0.200		55.7	0.6-130.6			
Surrogate: 2-Fluorophenol	0.0490		mg/L	0.200		24.5	17.4-131.8			
Surrogate: 2-Fluorobiphenyl	0.0834		mg/L	0.200		41.7	15.3-136.5			
Surrogate: 2,4,6-Tribromophenol	0.0274		mg/L	0.200		13.7	0-135			
Surrogate: Toluene-d14	0.213		mg/L	0.200		107	13.8-143.4			
Surrogate: Phenol-d6	0.0655		mg/L	0.200		32.8	22.4-133.2			

Batch B911564 - EPA 1311/ EPA 3510 C

Blank (B911564-BLK1)		Prepared & Analyzed: 9/13/2019 11:23:00AM								
Chlordane (technical)	ND	0.00100	mg/L							
Endrin	ND	0.0000100	mg/L							12
Heptachlor	ND	0.00000500	mg/L							
Heptachlor-epoxide	ND	0.00000500	mg/L							
Gamma-BHC (Lindane)	ND	0.00000500	mg/L							
Methoxychlor	ND	0.00000500	mg/L							
Toxaphene	ND	0.0500	mg/L							
Surrogate: Decachlorobiphenyl	0.00239		mg/L	0.00200		120	60-140			
Surrogate: Tetrachloro-m-xylene	0.00116		mg/L	0.00100		116	60-140			

LCS (B911564-BS1)		Prepared & Analyzed: 9/13/2019 12:19:00PM								
Endrin	0.00186	0.0000100	mg/L	0.00200		93.0	30-147			12
Heptachlor	0.000706	0.00000500	mg/L	0.00100		70.6	34-111			
Heptachlor-epoxide	0.000744	0.00000500	mg/L	0.00100		74.4	37-124			
Gamma-BHC (Lindane)	0.000728	0.00000500	mg/L	0.00100		72.8	32-127			
Methoxychlor	0.00804	0.00000500	mg/L	0.0100		80.4	0-200			

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EPA 8081 B - Quality Control
Eastex Environmental Laboratory - Coldspring

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
Batch B9I1564 - EPA 1311/ EPA 3510 C										
LCS (B9I1564-BS1)				Prepared & Analyzed: 9/13/2019 12:19:00PM						
Surrogate: Decachlorobiphenyl	0.00189		mg/L	0.00200		94.4	60-140			
Surrogate: Tetrachloro-m-xylene	0.000786		mg/L	0.00100		78.6	60-140			
Matrix Spike (B9I1564-MS1)				Source: C9H4762-01		Prepared & Analyzed: 9/13/2019 1:58:00PM				
Endrin	0.00212	0.0000100	mg/L	0.00200	ND	106	30-147			12
Heptachlor	0.000752	0.00000500	mg/L	0.00100	ND	75.2	34-111			
Heptachlor-epoxide	0.000769	0.00000500	mg/L	0.00100	ND	76.9	37-142			
Gamma-BHC (Lindane)	0.000782	0.00000500	mg/L	0.00100	ND	78.2	32-127			
Methoxychlor	0.00885	0.0000500	mg/L	0.0100	ND	88.5	0-200			
Surrogate: Decachlorobiphenyl	0.00232		mg/L	0.00200		116	60-140			
Surrogate: Tetrachloro-m-xylene	0.00117		mg/L	0.00100		117	60-140			
Matrix Spike Dup (B9I1564-MSD1)				Source: C9H4762-01		Prepared & Analyzed: 9/13/2019 2:21:00PM				
Endrin	0.00232	0.0000100	mg/L	0.00200	ND	116	30-147	9.04	25	12
Heptachlor	0.000848	0.00000500	mg/L	0.00100	ND	84.8	34-111	12.0	25	
Heptachlor-epoxide	0.000882	0.00000500	mg/L	0.00100	ND	88.2	37-142	13.7	25	
Gamma-BHC (Lindane)	0.000870	0.00000500	mg/L	0.00100	ND	87.0	32-127	10.8	25	
Methoxychlor	0.00990	0.0000500	mg/L	0.0100	ND	99.0	0-200	11.2	200	
Surrogate: Decachlorobiphenyl	0.00240		mg/L	0.00200		120	60-140			
Surrogate: Tetrachloro-m-xylene	0.00119		mg/L	0.00100		119	60-140			
Batch B9I1565 - EPA 1311/ EPA 8151A										
Blank (B9I1565-BLK1)				Prepared & Analyzed: 9/18/2019 2:28:00PM						
2,4-D	ND	0.0100	mg/L							
Silvex (2,4,5-TP)	ND	0.00500	mg/L							
Surrogate: DCAA (Sur)	0.0223		mg/L	0.0250		89.1	50-150			
LCS (B9I1565-BS1)				Prepared & Analyzed: 9/18/2019 2:42:00PM						
2,4-D	0.0106	0.0100	mg/L	0.0100		106	50-150			
Silvex (2,4,5-TP)	0.00436	0.00500	mg/L	0.00500		87.3	50-150			
Surrogate: DCAA (Sur)	0.0271		mg/L	0.0250		108	50-150			
Matrix Spike (B9I1565-MS1)				Source: C9H4762-01		Prepared & Analyzed: 9/18/2019 4:00:00PM				
2,4-D	0.00801	0.0100	mg/L	0.0100	ND	80.1	50-150			
Silvex (2,4,5-TP)	0.00359	0.00500	mg/L	0.00500	ND	71.7	50-150			

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EPA 8151 A - Quality Control
Eastex Environmental Laboratory - Coldspring

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
Batch B911565 - EPA 1311/ EPA 8151A										
Matrix Spike (B911565-MS1)		Source: C9H4762-01		Prepared & Analyzed: 9/18/2019 4:00:00PM						
Surrogate: DCAA (Surr)	0.0243		mg/L	0.0250		97.4	50-150			
Matrix Spike Dup (B911565-MSD1)		Source: C9H4762-01		Prepared & Analyzed: 9/18/2019 4:14:00PM						
2,4-D	0.00605	0.0100	mg/L	0.0100	ND	60.5	50-150	27.9	25	53
Silvex (2,4,5-TP)	0.00322	0.00500	mg/L	0.00500	ND	64.4	50-150	10.7	25	
Surrogate: DCAA (Surr)	0.0196		mg/L	0.0250		78.6	50-150			
Batch B911763 - EPA 200.8										
Blank (B911763-BLK1)		Prepared & Analyzed: 9/13/2019 1:26:55PM								
Antimony TCLP	ND	0.100	mg/L							
Arsenic TCLP	ND	0.100	mg/L							
Barium TCLP	ND	0.100	mg/L							
Beryllium TCLP	ND	0.0800	mg/L							
Cadmium TCLP	ND	0.100	mg/L							
Chromium TCLP	ND	0.100	mg/L							
Lead TCLP	ND	0.100	mg/L							
Nickel TCLP	ND	0.100	mg/L							
Selenium TCLP	ND	0.100	mg/L							
Silver TCLP	ND	0.100	mg/L							
LCS (B911763-BS1)		Prepared & Analyzed: 9/13/2019 1:37:26PM								
Antimony TCLP	0.0971	0.100	mg/L	0.100		97.1	80-120			
Arsenic TCLP	0.0992	0.100	mg/L	0.100		99.2	80-120			
Barium TCLP	0.0948	0.100	mg/L	0.100		94.8	80-120			
Beryllium TCLP	0.10	0.0800	mg/L	0.100		104	80-120			
Cadmium TCLP	0.088	0.100	mg/L	0.100		87.7	80-120			
Chromium TCLP	0.099	0.100	mg/L	0.100		98.5	80-120			
Lead TCLP	0.10	0.100	mg/L	0.100		99.7	80-120			
Nickel TCLP	0.098	0.100	mg/L	0.100		97.9	80-120			
Selenium TCLP	0.092	0.100	mg/L	0.100		92.0	80-120			
Silver TCLP	0.094	0.100	mg/L	0.100		94.1	80-120			
Leach Fluid Blank (B911763-LBK1)		Prepared & Analyzed: 9/13/2019 1:32:11PM								
Antimony TCLP	ND	0.100	mg/L							
Arsenic TCLP	ND	0.100	mg/L							
Barium TCLP	ND	0.100	mg/L							

Eastex Environmental Laboratory - Coldspring

*The results in this report apply to the samples analyzed in accordance with the chain of custody document.
 This analytical report must be reproduced in its entirety.*

*NELAC Status: A=Accredited, N=Accreditation not offered, O=Not Accredited, P=Approved

PremiumforCold.v5 W&O ; revision date 12/10/2018

Page 15 of 18



P.O. Box 1089 Coldspring Tx 77331
 Website: eastexlabs.com
 Email: eastexlab@eastex.net
 Tel: 936 653 3249



Eastex Environmental Laboratory - Nacogdoches
 1119 South University Drive
 Nacogdoches TX, 75961

EPA SW 846-6020 - Quality Control
Eastex Environmental Laboratory - Coldspring

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
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Batch B9I1763 - EPA 200.8

Leach Fluid Blank (B9I1763-LBK1)

Prepared & Analyzed: 9/13/2019 1:32:11PM

Beryllium TCLP	ND	0.0800	mg/L							
Cadmium TCLP	ND	0.100	mg/L							
Chromium TCLP	0.00082	0.100	mg/L							
Lead TCLP	0.00020	0.100	mg/L							
Nickel TCLP	0.0050	0.100	mg/L							
Selenium TCLP	ND	0.100	mg/L							
Silver TCLP	ND	0.100	mg/L							

Matrix Spike (B9I1763-MS1)

Source: C9I2196-01

Prepared & Analyzed: 9/13/2019 1:53:04PM

Antimony TCLP	0.0993	0.100	mg/L	0.100	ND	99.3	75-125			
Arsenic TCLP	0.0976	0.100	mg/L	0.100	0.00217	95.4	75-125			
Barium TCLP	0.134	0.100	mg/L	0.100	0.0452	88.8	75-125			
Beryllium TCLP	0.11	0.0800	mg/L	0.100	ND	106	75-125			
Cadmium TCLP	0.092	0.100	mg/L	0.100	0.0035	88.2	75-125			
Chromium TCLP	0.099	0.100	mg/L	0.100	ND	98.6	75-125			
Lead TCLP	0.13	0.100	mg/L	0.100	0.037	97.6	75-125			
Nickel TCLP	0.10	0.100	mg/L	0.100	0.0013	99.5	75-125			
Selenium TCLP	0.089	0.100	mg/L	0.100	ND	89.4	75-125			
Silver TCLP	0.095	0.100	mg/L	0.100	ND	94.5	75-125			

Matrix Spike Dup (B9I1763-MSD1)

Source: C9I2196-01

Prepared & Analyzed: 9/13/2019 1:58:12PM

Antimony TCLP	0.118	0.100	mg/L	0.100	ND	118	75-125	16.9	20	
Arsenic TCLP	0.0941	0.100	mg/L	0.100	0.00217	91.9	75-125	3.63	20	
Barium TCLP	0.158	0.100	mg/L	0.100	0.0452	113	75-125	16.7	20	
Beryllium TCLP	0.12	0.0800	mg/L	0.100	ND	117	75-125	10.1	20	
Cadmium TCLP	0.087	0.100	mg/L	0.100	0.0035	83.2	75-125	5.65	20	
Chromium TCLP	0.10	0.100	mg/L	0.100	ND	102	75-125	3.11	20	
Lead TCLP	0.15	0.100	mg/L	0.100	0.037	117	75-125	13.5	20	
Nickel TCLP	0.10	0.100	mg/L	0.100	0.0013	102	75-125	2.17	20	
Selenium TCLP	0.10	0.100	mg/L	0.100	ND	99.5	75-125	10.8	20	
Silver TCLP	0.089	0.100	mg/L	0.100	ND	88.5	75-125	6.56	20	

Batch B9I2375 - EPA 245.1

Blank (B9I2375-BLK1)

Prepared & Analyzed: 9/19/2019 3:31:26PM

Mercury TCLP	ND	0.00250	mg/L							
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LCS (B9I2375-BS1)

Prepared & Analyzed: 9/19/2019 3:35:28PM

Eastex Environmental Laboratory - Coldspring

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PromiumforCold.v5 W&O ; revision date 12/10/2018

Page 16 of 18



P.O. Box 1089 Coldspring Tx 77331
 Website: eastexlabs.com
 Email: eastexlab@eastex.net
 Tel: 936 653 3249



Eastex Environmental Laboratory - Nacogdoches
 1119 South University Drive
 Nacogdoches TX, 75961

EPA SW 846-7471B - Quality Control
Eastex Environmental Laboratory - Coldspring

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
Batch B9I2375 - EPA 245.1										
LCS (B9I2375-BS1)				Prepared & Analyzed: 9/19/2019 3:35:28PM						
Mercury TCLP	0.00252	0.00250	mg/L	0.00250		101	80-120			
Leach Fluid Blank (B9I2375-LBK1)				Prepared & Analyzed: 9/19/2019 3:33:27PM						
Mercury TCLP	ND	0.00250	mg/L							
Matrix Spike (B9I2375-MS1)				Source: C9I3653-01 Prepared & Analyzed: 9/19/2019 3:41:32PM						
Mercury TCLP	0.00242	0.00250	mg/L	0.00250	ND	96.8	80-120			
Matrix Spike Dup (B9I2375-MSD1)				Source: C9I3653-01 Prepared & Analyzed: 9/19/2019 3:43:33PM						
Mercury TCLP	0.00253	0.00250	mg/L	0.00250	ND	101	80-120	4.44	20	



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Eastex Environmental Laboratory - Nacogdoches
1119 South University Drive
Nacogdoches TX, 75961

Notes and Definitions

Cs	Analyses performed at Coldspring Laboratory.
B	Analyte detected in Method Blank.
53	RPD Recovery outside acceptance limits due to matrix interference.
52	Surrogate recovery outside of acceptance limits due to matrix interference.
23	Spike recovery outside of acceptance limits due to matrix interference.
13	LCS associated with sample batch outside of acceptance limits.
12	CCV associated with sample batch did not meet acceptance criteria.
DET	Analyte DETECTED
ND	Analyte NOT DETECTED at or above the reporting limit
NR	Not Reported
dry	Sample results reported on a dry weight basis
RPD	Relative Percent Difference

Spectral Interference Check Metals

Batch ID: B91763
Run Date: 9/13/2019

Instrument: ICP-MS
SIC Source: 6020ICS-9A

Concentration Units: mg/L

Analyte	True Solution A	Found Solution A
Antimony	-	0.00122
Arsenic	-	0.000132
Barium	-	0.000089
Beryllium	-	0.000403
Cadmium	-	0.000258
Chromium	-	0.000547
Lead	-	0.000176
Nickel	-	0.000158
Selenium	-	-0.000606
Silver	-	0.000085
Aluminum	100	102.742
Calcium	300	321.902
Iron	250	273.3
Magnesium	100	104.647

CONTRACTOR'S PROPOSAL

City of Nacogdoches 2022 SWTP Sludge Removal and Lagoon Repair Project

			Synagro of Texas-CDR, Inc.		Denali Water Solutions LLC	
Item	Quan	Unit	Unit Price	TOTAL	Unit Price	TOTAL
1.	1	LS	\$21,300.00	\$21,300.00	\$51,000.00	\$51,000.00
2.	1,425	CY	\$52.75	\$75,168.75	\$59.36	\$84,588.00
3.	1,700	CY	\$52.75	\$89,675.00	\$59.36	\$100,912.00
4.	1	LS	\$7,850.00	\$7,850.00	\$5,000.00	\$5,000.00
5.	1	LS	\$15,700.00	\$15,700.00	\$184,700.00	\$184,700.00
6.	1	LS	\$8,220.00	\$8,220.00	\$10,000.00	\$10,000.00
TOTALS				\$217,913.75		\$436,200.00

*Miscalculation on Bid Form

City of Nacogdoches
2022 SWTP Sludge Removal and Lagoon Repair

BID FORM

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
<u>Base Bid</u>					
1.	1	LS	Mobilization and site preparation to include moving equipment to site and setting up any temporary erosion control devices. <u>Twenty-one thousand, three hundred dollars and zero cents</u> <i>per LS</i> (written in words)	\$ <u>21,300.00</u>	\$ <u>21,300.00</u>
2.	1,425	CY	Sludge Removal and Land Application from West lagoon using vacuum truck and houle pump tractor. Include transportation to and land application at City designated disposal site. City will provide water, electricity, and access to all sites as needed. <u>Fifty-two dollars and seventy-five cents</u> <i>per CY</i> (written in words)	\$ <u>52.75</u>	\$ <u>75,168.75</u>
3.	1,700	CY	Sludge Removal and Land Application from East lagoon using vacuum truck and houle pump tractor. Include transportation to and land application at City designated disposal site. City will provide water, electricity, and access to all sites as needed. <u>Fifty-two dollars and seventy-five cents</u> <i>per CY</i> (written in words)	\$ <u>52.75</u>	\$ <u>89,675.00</u>
4.	1	LS	Clearing and Grubbing (trees, roots, brush, etc.) from lagoon side slopes. <u>Seven thousand, eight hundred fifty dollars and zero cents</u> <i>per LS</i> (written in words)	\$ <u>7,850.00</u>	\$ <u>7,850.00</u>
5.	1	LS	Regrade interior side slopes of each lagoon to a 2H:1V slope. Import impervious soils, per specifications, as needed to rebuild slopes in eroded areas. Impervious soils shall be clay with at least 85% particles passing a No. 200 sieve and a plasticity index greater than twenty (20). Fill shall be applied in layers not more than 12" loose depth and compacted to at least 95% of maximum density. Level bottom of each lagoon, filling as necessary and compacting in the same manner. <u>Fifteen thousand, seven hundred dollars and zero cents</u> <i>per LS</i> (written in words)	\$ <u>15,700.00</u>	\$ <u>15,700.00</u>
6.	1	LS	Site Restoration and Cleanup including final site clearing, removal of construction debris, and seeding and fertilizing to establish a permanant vegetative cover, complete in place in accordance with Technical Specifications. <u>Eight thousand, two hundred twenty dollars and zero cents</u> <i>per LS</i> (written in words)	\$ <u>8,220.00</u>	\$ <u>8,220.00</u>

City of Nacogdoches
2022 SWTP Sludge Removal and Lagoon Repair

BID FORM

ITEM QUANTITY UNIT	DESCRIPTION	UNIT PRICE	TOTAL
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BID SUMMARY

BASE BID TOTAL (Items 1-6) \$217,913.50

Two hundred seventeen thousand, nine hundred thirteen dollars and fifty cents
BASE BID TOTAL (written in words)

TOTAL CALENDAR DAYS TO SUBSTANTIAL COMPLETION 60

BY: 

Emil Kneis, Sales Support Manager

Printed Name

Title

COMPANY: Synagro of Texas-CDR, Inc.

Phone No. 443-489-9000

435 Williams Court, Suite 100, Baltimore, MD 21220

Address

City

State

Zip

Notes:

1. The quantities shown above are estimates only. Bidder understands that this is a unit price bid and that payment will be made for those quantities of work constructed and accepted as meeting the Contract requirements.
2. Bidders that fail to provide prices for each item or enter "no bid" for an item shall be considered non-responsive.
3. The owner reserves the right to reject any and all bids.
4. Award will be made to a single contractor.
5. In the event of discrepancies between written words and numbers in the bid form, written words shall govern.

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

SYNAGRO OF TEXAS-CDR, INC.
435 Williams Court
Baltimore, MD 21220

SURETY:

(Name, legal status and principal place of business)

RLI INSURANCE COMPANY
9025 North Lindbergh Drive
Peoria, IL 61615

OWNER:

(Name, legal status and address)

CITY OF NACOGDOCHES

202 E. Pilar, Nacogdoches, TX 75961

BOND AMOUNT: Five Percent of Amount bid
(5% of Amount Bid)

PROJECT:

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

2022 SWTP Sludge Removal and Lagoon Repair - Bid #: 22-10-112

Project Number, if any:

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

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

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

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

Signed and sealed this 22nd day of June, 2022


(Witness)


(Witness)

Anne Potter

SYNAGRO OF TEXAS-CDR, INC.

(Principal)


(Title)

(Seal)

RLI INSURANCE COMPANY

(Surety)


(Title)

Francesca Kazmierczak, Attorney in Fact

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Debra A. Deming, Cynthia Farrell, Sandra Diaz, Valorie Spates, Susan A. Welsh, Jennifer L. Jakaitis, Peter Healy, Aklima Noorhassan, Frances Rodriguez, Francesca Kazmierczak, Anne L. Potter, Kemal Brkanovic, Beverly A. Woolford, jointly or severally

in the City of New York, State of New York its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 13th day of July, 2021.



**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

CERTIFICATE

On this 13th day of July, 2021, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Catherine D. Glover
Catherine D. Glover Notary Public



I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 22nd day of June, 2022.

**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Jeffrey D. Fick
Jeffrey D. Fick Corporate Secretary



RLI Insurance Company
909 Lake Carolyn Pkwy, Ste 800 Irving TX 75039
Phone: 972-241-7737 Fax: 972-241-6225

TEXAS COMPLAINT NOTICE

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call RLI Insurance Company's toll free telephone number for information or to make a complaint at 800-483-9754.

You may also write to RLI Insurance Company at:

909 Lake Carolyn Parkway, Suite 800
Irving, TX 75039
FAX # 972-241-6225

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at 1-800-252-3439.

You may write the Texas Department of Insurance

P. O. Box 149104
Austin, TX 78714-9104
FAX # (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact RLI Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.



CONTRACTOR DATA SHEET

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

Name of Company: Synagro of Texas-CDR, Inc.

Company Years in Business: 29 years

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

Project	Municipality	\$ Amount	Type	Date
Please see attached list.				

Superintendent & Project Manager Information

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

Superintendent	Years Experience	Projects
Emiliano Torres	20 years	Emiliano has worked on numerous
		lagoon and digester cleaning/
		sludge removal projects through-
		out Texas over the past 20 years.
		See attached project list for a representative list of experience.

Project Manager	Years Experience	Projects
Alam Quintero	14 years	Alam has 14 years of combined
		professional experience and 5
		total years of project management
		experience. See attached project list for a representative list of experience.

Synagro of Texas-CDR, Inc. Completed Projects

Legal Entity	Project Name/ID	Customer Name/ID	Contract Start Date	Contract End Date	Project City	Project State	Type of Service	Type of Sale
26 Synagro of Texas - CDR, Inc	100667 THE PROBST GROUP (PROBST) :	1746 THE PROBST GROUP (PROBST)	5/10/2019	5/10/2020	Littlefield	Texas	Clean Out - Other Plant	
26 Synagro of Texas - CDR, Inc	101172 PLW WATERWORKS (PLW) :	1980 PLW WATERWORKS (PLW)	4/1/2020	6/1/2020	THE WOODLANDS	Texas	Disposal - Liquid	Closed Won
26 Synagro of Texas - CDR, Inc	100563 JDMR LLC (DBA AS DEBRIS REMOVAL SOLUTION) (JDMR) :	1681 JDMR LLC (DBA AS DEBRIS REMOVAL SOLUTION) (JDMR)	3/25/2019	6/25/2020	NEDERLAND	Texas	Dewatering - Transportation, Disposal	Closed Won
26 Synagro of Texas - CDR, Inc	3304 CITY OF FORT WORTH, TX (2999) :	1160 CITY OF FORT WORTH, TX (2999)	7/1/2019	7/1/2020	Arlington	Texas	Digester - Transportation, Disposal	Closed Won
26 Synagro of Texas - CDR, Inc	142989 FORT WORTH DIGESTER (14-COH001) :	1103 CITY OF HOUSTON/FINANCE DEPT. (14-COH001)	8/1/2016	8/1/2020	Houston	Texas	Clean Out - Other Plant	New Contract Bid
26 Synagro of Texas - CDR, Inc	3296 OXY VINYL LP (2931) :	528 OXY VINYL LP (2931)	10/4/2018	9/30/2020	Houston	Texas	Dredging	Amendment
26 Synagro of Texas - CDR, Inc	VINYL POND CLEANING 3298 BAYTOWN AREA WATER AUTHORITY WTP (2406) :	1020 BAYTOWN AREA WATER AUTHORITY WTP (2406)	7/17/2020	9/30/2020	Baytown	Texas	Lagoon - Transportation, Disposal	Closed Won
26 Synagro of Texas - CDR, Inc	101545 JEFFERY SULAK (SULAK) :	2126 JEFFERY SULAK (SULAK)	1/1/2020	12/31/2020	ITASCA	Texas	Disposal - Cake	
26 Synagro of Texas - CDR, Inc	Jeffrey Sulak Land App Acres 3296 OXY VINYL LP (2931) :	528 OXY VINYL LP (2931)	4/1/2020	4/1/2021	Houston	Texas	Dredging	Amendment
26 Synagro of Texas - CDR, Inc	VINYL POND CLEANING 3304 CITY OF FORT WORTH, TX (2999) :	1160 CITY OF FORT WORTH, TX (2999)	7/1/2020	7/1/2021	Arlington	Texas	Digester - Transportation, Disposal	Closed Won
26 Synagro of Texas - CDR, Inc	142999 FORT WORTH DIGESTER							
26 Synagro of Texas - CDR, Inc	100133 City of Brenham, TX (26-BRENHAM) :	1534 City of Brenham, TX (26-BRENHAM)	7/16/2020	7/16/2021	BRENHAM	Texas	Disposal - Liquid	Existing Rebid
26 Synagro of Texas - CDR, Inc	102619 CITY OF SHERMAN (SHERMAN) :	2472 CITY OF SHERMAN (SHERMAN)	1/24/2022	2/23/2022	SHERMAN	Texas		
26 Synagro of Texas - CDR, Inc	102440 CITY OF FORT WORTH, TX (2999) :	1160 CITY OF FORT WORTH, TX (2999)	11/1/2021	3/31/2022	Arlington	Texas		
26 Synagro of Texas - CDR, Inc	102417 CHASE YANKIE (CYANKIE) :	2402 CHASE YANKIE (CYANKIE)	4/18/2021	4/18/2021	WEST	Texas		
26 Synagro of Texas - CDR, Inc	102418 BRUCE WITHERS (BWITHERS) :	2401 BRUCE WITHERS (BWITHERS)	4/18/2021	4/18/2022	HILLSBORO	Texas		

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

1. City of Brenham		Bobby Keene, Wastewater Superintendent
2005 Old Chappell Road		979-337-7445; bkeene@cityofbrenham.org
Brenham, TX 77834		Cleaning, hauling and disposal of
2018 & 2020		aeration basin contents

2. City of Austin (subcontract to		John Murphy, Project Manager
PL Waterworks		
1725 Hughes Landing Blvd.		346-382-2527; jmurphy@plwus.com
The Woodlands, TX 77380		Walnut Creek WWTP Secondary Process
2019-2020		Improvement Project - aeration basin sludge removal, dewatering, hauling & disposal

3. Baytown Area Water Authority		LaTanya Henderson, Field Supervisor
7425 Thompson Road		281-420-5310; latanya.henderson@baytown.org
Baytown, TX		Removal, transportation and land application of
2020-2021		approx. 16,000 cubic yards of lagoon sludge

4. City of Cleveland		Rod Hainey, Public Works Director
907 E. Houston Street		281-740-6540; rhainey@clevelandtx.com
Liberty, TX 77373		Lagoon excavating and sludge hauling
2017 & 2018		

5. City of Tyler		Michael Schaub
14939 County Road 46		901-581-9635
Tyler, TX 75704		Lagoon cleaning, removal, transportation
2017		and disposal of sludge

CERTIFICATION OF BID

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

Signed By:  Title: Sales Support Manager

Typed Name: Emil Kneis Company Name: Synagro of Texas-CDR, Inc.

Phone No: 281-965-4614 Fax No: 410-779-3558

Oscar Pacas, Area Sales Manager
Email: opacas@synagro.com

Bid Address: 435 Williams Court, Suite 100, Baltimore, MD 21220
P.O. Box or Street City State Zip

Remit Address: P.O. Box 1367, Albany, NY 12201-1367
P.O. Box or Street City State Zip

Federal Tax ID No: 74-2648566

DUNS No: _____

Date: June 28, 2022

CONDITIONS OF AGREEMENT

CONDITIONS OF AGREEMENT

CONTRACT DOCUMENTS

STANDARD SPECIFICATIONS FOR CONSTRUCTION--CITY OF NACOGDOCHES

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

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

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

GENERAL CONDITIONS OF AGREEMENT

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

SPECIAL PROVISIONS OF AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PERFORMANCE BOND

PAYMENT BOND

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

STANDARD FORM OF AGREEMENT FOR CONSTRUCTION

CITY OF NACOGDOCHES CONSTRUCTION AGREEMENT

This Agreement is entered into by and between the **City of Nacogdoches**, a Texas home-rule municipal corporation (the "City") and Synagro of Texas-CDR, Inc. , a limited liability corporation (the "Contractor"), for **Construction Services for 2022 SWTP Sludge Removal and Lagoon Repair** located in Nacogdoches, Texas (the "Project").

1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. CONTRACT DOCUMENTS

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

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

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

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

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

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

3. AWARD OF CONTRACT

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

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

3.03. **Contract Amount.** Except in the event of a duly authorized change order approved by the City as provided in this Contract, and in consideration of the Contractor’s final completion of all work in conformity with this Contract, the City shall pay the Contractor an amount not to exceed **two hundred seventeen thousand nine hundred thirteen and 75/100 Dollars (\$217,913.75)**.

4. CITY'S REPRESENTATIVE

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

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

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

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

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

5. INDEPENDENT CONTRACTOR

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

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

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

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

6. DISORDERLY EMPLOYEES

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

7. HOURS OF WORK

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

8. NATURE OF THE WORK

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

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

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

9. POST-AGREEMENT AWARD MEETINGS

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

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

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

10. PROGRESS OF WORK

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

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

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

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

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

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

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

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

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

11. SITE CONDITIONS AND MANAGEMENT

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

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

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

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

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

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

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

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

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

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

12. MATERIALS

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

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

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

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

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

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

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

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

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

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

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

13. ENTRY, OBSERVATION, TESTING & POSSESSION

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

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

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

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

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

14. REJECTED WORK

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

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

- (a) The Contractor may be required, at the City's option, after notice from City's Representative, to remedy such work so that it shall be in full compliance with this Agreement. All rejected work or materials shall be immediately replaced in order to conform with this Agreement.
- (b) If the City deems it inexpedient to correct work damaged or not done in accordance with this Agreement, an equitable deduction from the agreed sum may be made by the City at the City's sole discretion.

15. SUBCONTRACTING & SUBCONTRACTORS

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

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

16. PAYMENT

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

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

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

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

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

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

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

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

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

16.09. Unless otherwise provided in the Contract Documents:

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

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

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

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

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

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

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

17. EXTRA WORK CHARGES

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

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

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

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

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

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

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

Method A - By agreed unit prices, or

Method B - By agreed lump sum, or

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

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

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

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

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

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

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

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

18. TIME OF COMPLETION

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

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

18.03. The work shall be Substantially Completed within the time bid, which shall run from the date when the notice to proceed is given by City's Representative. The Contractor has bid **60 calendar days** for the time within which it shall reach Substantial Completion of the Project.

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

19. SUBSTANTIAL COMPLETION

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

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

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

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

20. FINAL COMPLETION

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

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

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

21. DELAYS

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

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

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

22. EXTENSIONS OF TIME

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

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

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

23. LIQUIDATED DAMAGES

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

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

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

24. CHARGES FOR INJURY OR REPAIR

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

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

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

25. WARRANTY

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

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

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

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

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

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

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

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

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

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

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

26. PAYMENT OF EMPLOYEES, SUBCONTRACTORS & SUPPLIERS

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

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

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

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

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

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

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

27. INSURANCE

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

28. BOND PROVISIONS

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

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

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

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

29. SURETY

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

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

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

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

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

30. COMPLIANCE WITH LAW

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

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

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

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

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

31. SAFETY PRECAUTIONS

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

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

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

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

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

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

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

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

32. TRENCH SAFETY

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

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

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

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

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

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

33. INDEMNITY

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

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

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

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

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

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

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

34. RELEASE

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

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

35. PERMITS AND LICENSES

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

36. ROYALTIES AND LICENSING FEES

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

37. BREACH OF CONTRACT & DAMAGES

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

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

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

38. TERMINATION FOR CAUSE

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

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

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

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

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

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

38.06. If the Contractor abandons the Work.

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

39. TERMINATION FOR CONVENIENCE

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

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

40. RIGHT TO COMPLETE

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

41. CLOSE OUT

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

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

42. TERMINATION CONVERSION

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

43. HIRING

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

44. **ASSIGNMENT**

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

45. **EFFECTIVE DATE**

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

46. **OTHER TERMS**

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

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

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

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

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

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

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

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

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

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

- (a) Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract
- (b) Contractor represents and warrants that it has no actual or potential conflicts of interest in the goods and or services described in the scope of work to this contract.
- (c) **Antitrust.** Pursuant to 15 U.S.C. §1, et seq. and Tex. Bus. & Comm. Code §15.01, et seq. neither the contractor nor the firm, corporation, partnership, or institution represented by the contractor, or anyone acting for such a firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.
- (d) **Child Support.** Pursuant to §231.006(d), Texas Family Code, regarding child support, the Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive the specified payment and acknowledges that the contract may be terminated, and payment may be withheld if this certification is inaccurate. Furthermore, any Contractor subject to §231.006, Gov't Code, must include names and Social Security numbers of each person with at least 25% ownership of the business entity submitting the bid. This information must be provided prior to award. Enter the Name & Social Security Numbers for each person below:

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

- (e) **Debarment.** Contractor certifies that Contractor and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Contractor is in compliance with the State of Texas statutes and rules relating to procurement. Entities ineligible for state procurement are listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration. Entities ineligible for federal procurement are listed at <http://www.sam.gov/content/exclusions>.
- (f) **Terrorism Watch List.** Contractor represents and warrants that it does not do business with Iran, Sudan or a foreign terrorist organization as prohibited by Texas Government Code 2252.152. Contractor certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.
- (g) **Critical Infrastructure.** If Contractor will be granted direct or indirect access to a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility, Contractor certifies that neither it or its parent company, is (1) majority owned by citizens or governmental entities of China, North Korea, Russia or any other country designated by the Governor under Government Code 2274.0103, or (2) headquartered in any of those countries.
- (h) **Convictions.** Under Sections 2155.006, 23155.0061 and 2261.053 of the Texas Government Code, Contractor certifies that it is not ineligible to receive the specified contract and may be terminated and payment withheld if this certification is inaccurate. These sections prohibit contracts that include proposed financial participation by an individual or business entity who has been convicted in the past five years of (a) violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by §418.004, Gov't Code, occurring after September 24, 2005; and (b) of any offense related to the direct support or promotion of human trafficking.
- (i) **COVID Vaccinations.** Contractor certifies that it does not require its customers to provide any documentation certifying the Customer's COVID-19 vaccination or post-transmission recovery on entry to, or to receive service from the Contractor's business.
- (j) **Boycotts.** (1) To the extent this Contract is considered a Contract for goods or services subject to § 2270.002 Texas Government Code, Contractor verifies that it: (i) does not boycott Israel; and (ii) will not boycott Israel during the term of this Contract. (2) To the extent this Contract has a value of \$100,000 or more and Contractor is an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit that employs 10 or more full time employees, Contractor certifies that it: (i) does not and will not boycott energy companies during the term of the contract (*See Texas Government Code 2274.002, et seq.*); and (ii) does not and will not discriminate against a firearm entity or firearm trade association (*See Texas Government Code 2274.002, et seq.*).

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

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

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

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

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

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

SYNAGRO OF TEXAS-CDR, INC.

CITY OF NACOGDOCHES

By: _____
Printed Name: _____
Title: _____
Date: _____

By: _____
City Manager
Date: _____

APPROVED AS TO FORM:

City Attorney
Date: _____

Exhibit A
DAVIS BACON WAGE RATES

Superseded General Decision Number: TX20210084

State: Texas

Construction Type: Heavy

Counties: Cass, Cherokee, Erath, Fannin, Franklin, Hood, Hopkins, Marion, Montague, Morris, Nacogdoches, Navarro, Palo Pinto, Panola, Rains, Red River, Somervell, Titus, Van Zandt and Wood Counties in Texas.

HEAVY CONSTRUCTION PROJECTS

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

* SUTX2009-129 04/21/2009

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 13.00 **	0.00
LABORER: Common or General.....	\$ 8.61 **	0.00
LABORER: Pipelayer.....	\$ 9.94 **	0.00
OPERATOR: Backhoe/Trackhoe.....	\$ 11.75 **	0.00
OPERATOR: Bulldozer.....	\$ 14.25 **	0.00
OPERATOR: Loader (Front End)....	\$ 11.52 **	0.00
TRUCK DRIVER.....	\$ 10.80 **	0.26

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical

order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

Exhibit B
INSURANCE REQUIREMENTS

During the term of this Agreement Contractor's insurance policies shall meet the following requirements:

I. Standard Insurance Policies Required:

- A. Commercial General Liability
- B. Business Automobile Liability
- C. Umbrella / Excess Liability – required for contract amounts exceeding \$1,000,000
- D. Workers' Compensation
- E. Builder's Risk – provides coverage for contractor's labor and materials for a project during construction that involves a structure such as a building or garage. builder's risk policy shall be written on "all risks" form.

II. General Requirements Applicable to All Policies:

- A. Only Insurance Carriers licensed and admitted to do business in the State of Texas will be accepted.
- B. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
- C. "Claims Made" policies are not accepted.
- D. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of Nacogdoches.
- E. Upon request, certified copies of all insurance policies shall be furnished to the City of Nacogdoches.
- F. The City of Nacogdoches, its officials, employees and volunteers, are to be named as "Additional Insured" to the Commercial General, Umbrella and Business Automobile Liability policies. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.
- G. Waiver of subrogation in a form at least as broad as ISO form 2404 shall be provided in favor of the City on all policies obtained by the Contractor in compliance with the terms of this Agreement.

III. Commercial General Liability

- A. General Liability insurance shall be written by a carrier with a "A:VIII" or better rating in accordance with the current Best Key Rating Guide.
- B. Limit of \$500,000.00 per occurrence for bodily injury and property damage with an annual

aggregate limit of \$1,000,000.00 which limits shall be endorsed to be per Project.

- C. Coverage shall be at least as broad as ISO form GC 00 01.
- D. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
- E. The coverage shall include but not be limited to the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, Personal & Advertising Liability; and Explosion, Collapse, and Underground coverage.

IV. Business Automobile Liability

- A. Business Automobile Liability insurance shall be written by a carrier with a “A:VIII” or better rating in accordance with the current Best Key Rating Guide.
- B. Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
- C. Coverage shall be at least as broad as Insurance Service’s Office Number CA 00 01.
- D. The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 of the declarations page.
- E. The coverage shall include owned autos, leased or rented autos, non-owned autos, any autos and hired autos.
- F. Pollution Liability coverage shall be provided by endorsement MCS-90, with a limit of \$1,000,000.00.

V. Excess Liability

Umbrella form excess liability coverage following the form of the underlying coverage with a minimum limit of \$5,000,000.00 or the total value of the contract, whichever is greater, per occurrence/aggregate when combined with the lowest primary liability coverage, is required for contracts exceeding \$1,000,000 in total value.

- VI. Those policies set forth in Paragraphs III, IV, and V shall contain an endorsement naming the City as Additional Insured and further providing that the Contractor’s policies are primary to any self-insurance or insurance policies procured by the City. The additional insured endorsement shall be in a form at least as broad as ISO form GC 2026. Waiver of subrogation in a form at least as broad as ISO form 2404 shall be provided in favor of the City on all policies obtained by the Contractor in compliance with the terms of this Agreement. Contractor shall be responsible for all deductibles which may exist on any policies obtained in compliance with the terms of this Agreement. All coverage for subcontractors shall be subject to the requirements stated herein. All Certificates of Insurance and endorsements shall be

furnished to the City's Representative at the time of execution of this Agreement, attached hereto as Exhibit D, and approved by the City before work commences.

VII. Workers Compensation Insurance

- A. Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, all employees of the Contractor, all employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers compensation insurance policy: either directly through their employer's policy (the Contractor's or subcontractor's policy) or through an executed coverage agreement on an approved Texas Department of Insurance Division of Workers Compensation (DWC) form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, contractors and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.
- B. Workers compensation insurance shall include the following terms:
1. Employer's Liability minimum limits of \$1,000,000.00 for each accident/each disease/each employee are required.
 2. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
 3. Texas must appear in Item 3A of the Workers Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.
- C. Pursuant to the explicit terms of Title 28, Section 110.110(c) (7) of the Texas Administrative Code, the bid specifications, this Agreement, and all subcontracts on this Project must include the following terms and conditions in the following language, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

"A. Definitions:

Certificate of coverage ("certificate") – An original certificate of insurance, a certificate of authority to self-insure issued by the Division of Workers Compensation, or a coverage agreement (DWC-81, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractors" in § 406.096 [of the Texas Labor Code]) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.*
- C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.*
- D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.*
- E. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:*
 - (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and*
 - (2) no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.*
- F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.*
- G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.*
- H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Division of Workers Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.*

- I. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:*
- (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;*
 - (2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;*
 - (3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;*
 - (4) obtain from each other person with whom it contracts, and provide to the Contractor:*
 - (a) A certificate of coverage, prior to the other person beginning work on the project; and*
 - (b) A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;*
 - (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;*
 - (6) notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and*
 - (7) Contractually require each person with whom it contracts to perform as required by paragraphs (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.*
- J. By signing this contract, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project; that the coverage will be based on proper reporting of classification codes and payroll amounts; and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.*
- K. The Contractor's failure to comply with any of these provisions is a breach of contract by the*

Contractor that entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the governmental entity.”

- VIII. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain the following provisions and warranties:
- A. The company is licensed and admitted to do business in the State of Texas.
 - B. The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas State Board of Insurance or ISO.
 - C. All endorsements and insurance coverages according to requirements and instructions contained herein.
 - D. The form of the notice of cancellation, termination, or change in coverage provisions to the City of Nacogdoches.
 - E. Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

Exhibit C
PERFORMANCE AND PAYMENT BONDS

PERFORMANCE BOND

Project No. _____

THE STATE OF TEXAS

§
§

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF NACOGDOCHES

§

THAT WE, _____, as Principal, hereinafter called "Contractor" and the other subscriber hereto _____, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of Nacogdoches, a municipal corporation, in the sum of **two hundred seventeen thousand nine hundred thirteen and 75/100 (\$217,913.75)** for the payment of which sum, well and truly to be made to the City of Nacogdoches and its successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed a Contract in writing with the City of Nacogdoches for **Construction Services for 2022 SWTP Sludge Removal and Lagoon Repair** all of such work to be done as set out in full in said Contract Documents therein referred to and adopted by the City Council, all of which are made a part of this instrument as fully and completely as if set out in full herein.

NOW THEREFORE, if the said Contractor shall faithfully and strictly perform Contract in all its terms, provisions, and stipulations in accordance with its true meaning and effect, and in accordance with the Contract Documents referred to therein and shall comply strictly with each and every provision of the Contract, including all warranties and indemnities therein and with this bond, then this obligation shall become null and void and shall have no further force and effect; otherwise the same is to remain in full force and effect.

It is further understood and agreed that the Surety does hereby relieve the City of Nacogdoches or its representatives from the exercise of any diligence whatever in securing compliance on the part of the Contractor with the terms of the Contract, including the making of payments thereunder and, having fully considered its Principal's competence to perform the Contract in the underwriting of this Performance Bond, the Surety hereby waives any notice to it of any default, or delay by the Contractor in the performance of his Contract and agrees that it, the Surety, shall be bound to take notice of and shall be held to have knowledge of all acts or omissions of the Contractor in all matters pertaining to the Contract. The Surety understands and agrees that the provision in the Contract that the City of Nacogdoches shall retain certain amounts due the Contractor until the expiration of thirty days from the acceptance of the Work is intended for the City's benefit, and the City of Nacogdoches shall have the right to pay or withhold such retained amounts or any other amount owing under the Contract without changing or affecting the liability of the Surety hereon in any degree.

It is further expressly agreed by Surety that the City of Nacogdoches or its representatives are at liberty at any time, without notice to the Surety, to make any change in the Contract Documents and in the Work to be done thereunder, as provided in the Contract, and in the terms and conditions thereof, or to make any change in, addition to, or deduction from the work to be done thereunder; and that such changes, if made, shall not in any way vitiate the obligation in this bond and undertaking or release the Surety therefrom.

It is further expressly agreed and understood that the Contractor and Surety will fully indemnify and hold harmless the City of Nacogdoches from any liability, loss, cost, expense, or damage arising out of or in connection with the work done by the Contractor under the Contract. In the event that the City of Nacogdoches shall bring

any suit or other proceeding at law on the Contract or this bond or both, the Contractor and Surety agree to pay to the City the actual amounts of attorneys' fees incurred by the city in connection with such suit.

This bond and all obligations created hereunder shall be performable in NACOGDOCHES County, Texas. This bond is given in compliance with the provisions of Chapter 2253 of the Texas Government Code, as amended, which is incorporated herein by this reference. However, all of the express provisions hereof shall be applicable whether or not within the scope of said statute.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United State Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other party at the address prescribed in the Contract Documents, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party.

IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

ATTEST and SEAL: (if a corporation) (SEAL)
WITNESS: (if not a corporation)

(Name of Contractor)

By: _____
Name:
Title:

By: _____
Name:
Title:
Date:

ATTEST/WITNESS (SEAL)

(Full Name of Surety)

By: _____
Name:
Title:
Date:

(Address of Surety for Notice)

By: _____
Name:
Title:
Date:

REVIEWED:

THE FOREGOING BOND IS ACCEPTED
ON BEHALF OF
THE CITY OF NACOGDOCHES, TEXAS:

City Attorney's Office

City Manager

NOTE: Date of bonds must be equal to or after the date of execution by City.

TEXAS STATUTORY PAYMENT BOND

Project No. _____

THE STATE OF TEXAS

§
§

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF NACOGDOCHES

§

THAT WE, _____, as Principal, hereinafter called "Principal" and the other subscriber hereto _____, a corporation organized and existing under the laws of the State of _____, licensed to business in the State of Texas and admitted to write bonds, as Surety, herein after called "Surety", do hereby acknowledge ourselves to be held and firmly bound to the City of Nacogdoches, a municipal corporation, in the sum of **two hundred seventeen thousand nine hundred thirteen and 75/100 (\$217,913.75)** for payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, Principal has entered into a certain contract with the City of Nacogdoches, dated the _____ day of _____, 20____, for **Construction Services for 2022 SWTP Sludge Removal and Lagoon Repair** which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW THEREFORE, the condition of this obligation is such that if Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then, this obligation shall be null and void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Code to the same extent as if it were copied at length herein.

IN WITNESS THEREOF, the said Principal and Surety have signed and sealed this instrument on the respective dates written below their signatures.

ATTEST and SEAL: (if a corporation) (SEAL)
WITNESS: (if not a corporation)

(Name of Contractor)

By: _____
Name:
Title:

By: _____
Name:
Title:
Date:

ATTEST/WITNESS (SEAL)

(Full Name of Surety)

By: _____
Name:
Title:
Date:

(Address of Surety for Notice)

By: _____
Name:
Title:
Date:

REVIEWED:

THE FOREGOING BOND IS ACCEPTED
ON BEHALF OF
THE CITY OF NACOGDOCHES, TEXAS:

City Attorney's Office

City Manager

NOTE: Date of bonds must be equal to or after the date of execution by City.

Exhibit D
CERTIFICATES OF INSURANCE AND ENDORSEMENTS

Exhibit E
PLANS, SPECIFICATIONS AND DRAWINGS

TECHNICAL SPECIFICATIONS

CITY OF NACOGDOCHES
TABLE OF CONTENTS
TECHNICAL SPECIFICATIONS

DIVISION 1 - GENERAL REQUIREMENTS

Summary of Work
Restoration and Clean Up

DIVISION 2 - SITEWORK

Sludge Removal and Land Application
Clearing and Grubbing
Seeding

CITY OF NACOGDOCHES

SUMMARY OF WORK

PART ONE - GENERAL

1.1 DESCRIPTION

1.1.1 Work Included: Sludge removal from Surface Water Treatment Plant (SWTP) lagoons and land application and A.L. Mangham Jr. Regional Airport; restoration of lagoon interior side slopes according to plans and specifications, complete in place.

1.1.2 Project Site: Construction is located 11618 FM 225; 556 Terry Crawford Drive in Nacogdoches, Texas.

1.2 QUALITY ASSURANCE

Perform all work in strict accordance with pertinent requirements of plans and these Specifications, and, in the event no such requirements are determined, in conformance with the Engineer's written direction.

PART TWO - PRODUCTS

2.1 OWNER - FURNISHED PRODUCTS

2.1.1 The Owner shall furnish the following materials to the Contractor at the project site: water and electricity hookup; material storage, as needed.

2.2 CONTRACTOR - FURNISHED PRODUCTS

2.2.1 The Contractor shall furnish all products for the construction of this project, other than those provided by the Owner as listed in 2.1 above. Furnishing includes delivery and unloading at the site.

2.2.2 Contractor's Duties:

(1) Schedule delivery date with the supplier in accord with the construction schedule.

(2) Obtain installation drawings and instructions.

(3) Designate the required delivery date for each product in construction schedule.

CITY OF NACOGDOCHES

SUMMARY OF WORK

(4) Promptly inspect delivered products. To avoid liability, do not move or handle products that are visibly damaged. Immediately report damaged or defective items.

(5) Handle at site, including uncrating and storage.

(6) Protect from exposure to elements and from other possible damage.

(7) Repair or replace items damaged as result of construction operations.

(8) Install, connect, and finish products.

PART THREE - EXECUTION

3.1 USE OF PREMISES

~~3.1.1 The work must be constructed in the street rights of way and/or public easements.~~

3.1.2 The Contractor shall at all times keep the site and structures or facilities thereon, free from accumulations of waste materials, debris, or rubbish caused by his employees or work. At the completion of the work he shall remove from the site all his tools, surplus materials, debris, and shall leave the site and his work "broom clean" or its equivalent unless otherwise noted on the drawings or specified herein. All areas disturbed by the work shall be restored to a condition equal to or better than their condition prior to beginning the project.

3.1.3 Limit use of site for work and storage to the Project Site as directed by Owner's job site representative.

3.2 OWNER OCCUPANCY

3.2.1 The Contractor will coordinate the schedule and accomplish work requiring utility outages during times that will not hinder the Owner's operations or adjacent landowners.

3.2.2 The Contractor shall maintain:

(1) Access for customers

(2) Continuous operation of existing utilities.

3.3 CONSTRUCTION SURVEYING

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07/08/02

CITY OF NACOGDOCHES

SUMMARY OF WORK

Controls for construction staking shall be provided by the Owner. All staking and other surveying required shall be the responsibility of the Contractor.

3.4 COORDINATION WITH OTHER AGENCIES AND CONTRACTORS

The Contractor shall coordinate all work with the schedule and activities of City of Nacogdoches SWTP. Contact Brad Randall for further information at (936) 560-5720.

PART FOUR - MEASUREMENT AND PAYMENT

NOT APPLICABLE

CITY OF NACOGDOCHES

RESTORATION AND CLEANUP

PART ONE - GENERAL

1.1 DESCRIPTION

- 1.1.1 The Contractor shall furnish all labor, equipment, materials and incidentals to restore any disturbed or damaged surfaces and/or items to a condition equal to or better than that which existed before work began. The Contractor shall leave the construction site clean.

PART TWO - PRODUCTS

2.1 EQUIPMENT AND MATERIALS

- 2.1.1 The Contractor may use equipment and materials as necessary to properly complete the restoration and cleanup phase of the project.

PART THREE - EXECUTION

3.1 GENERAL

- 3.1.1 As soon as the pipe is laid and backfilled or structures built, clean the construction site and any adjoining areas used by the Contractor in construction and make any restorations necessary to leave the site in a condition equal to or better than prior to construction.
- 3.1.2 As a matter of record, the Contractor shall photograph an improved or planted area before and after working across them.

3.2 RESTORATION

- 3.2.1 The Contractor shall restore and/or replace any paving, curbing, sidewalks, culverts, gutters, shrubbery, or other plants, fences, sod or other disturbed surfaces or structures. The size, thickness, strength, texture or condition of restored items shall equal to that which existed before the work began.
- 3.2.2 All terraces, levees and water courses shall be restored to their former condition so that they shall function as originally intended.
- 3.2.3 Private roads used by the Contractor shall be restored to former condition.

CITY OF NACOGDOCHES RESTORATION AND CLEANUP

3.3 CLEANUP

- 3.3.1 The cleaning up shall be done by a special labor crew organized by the Contractor at the time he starts backfill operations and such work shall be diligently prosecuted until the entire construction site has been completely gone over.
- 3.3.2 Any rock, including loose rock having a dimension three (3) inches or more, encountered by the grading, trenching or boring operations, not backfilled according to the specifications, shall be removed from the construction site and disposed of at locations and in a manner that is satisfactory to the Owner.
- 3.3.3 Unless directed otherwise by the Owner, all materials used for providing temporary roadways for construction equipment shall be removed and disposed of.
- 3.3.4 All debris, pavement and excess earth from excavations shall be removed and disposed of by the Contractor.
- 3.3.5 Seeding or sodding will be necessary in areas of excavation as required by the Owner. The seeding or sodding shall be performed according to specifications dealing with this work.
- 3.3.6 To prevent erosion of soil disturbed by construction, the Contractor shall construct terraces or shall place over the construction site and trench backfill suitable control devices composed of sacks filled with earth or sand, silt fences, silt dams or hay bales.
- 3.3.7 The Contractor should not attempt to perform cleanup operations during adverse weather or wet ground conditions.
- 3.3.8 At no time during the progress of the work shall the completed cleanup operation be a greater distance behind the completed pipe trench than is deemed advisable by the Engineer.
- 3.3.9 Before the final acceptance of the project, the entire project site shall be cleared of all surplus and waste materials from the work and otherwise restored as required above.

PART FOUR - PAYMENT

NOT APPLICABLE

CITY OF NACOGDOCHES

SLUDGE REMOVAL AND LAND APPLICATION

PART ONE - GENERAL

- 1.1 "SLUDGE REMOVAL AND LAND APPLICATION" shall consist of the removal of sediment from Surface Water Treatment Plant (SWTP) lagoons and application at an approved application site.

PART TWO - EXECUTION

- 2.1 Construction Methods - Sediment shall be removed by use of houle pump tractor and vacuum truck. Owner shall provide water and electricity hookups. Sediment shall be mixed with water using houle pump to create slurry. Vacuum truck will be used to remove slurry from lagoons. Slurry shall be transported to and land applied at the application site via vacuum truck. It will be the Contractor's responsibility to determine the optimum scheme for applying removed sediment within the land application area.

PART THREE - MEASUREMENT AND PAYMENT

- 3.1 Measurement - "Sludge Removal and Land Application" will be measured by the gallon of sludge removed and applied. Contractor shall provide Owner with documentation of the amount of water applied and the amount of slurry removed and applied for each trip. Total volume of water will be subtracted from the total volume of slurry to calculate the volume of sediment removed.
- 3.2 Payment - All work performed and measured as provided under "MEASUREMENT" will be paid for at the unit price bid for "Sludge Removal and Land Application". Said price shall be full compensation for furnishing all labor, equipment, tools, supplies, arranging for providing disposal sites and incidentals necessary to complete the work.

CITY OF NACOGDOCHES

CLEARING AND GRUBBING

PART ONE - GENERAL

- 1.1 "CLEARING AND GRUBBING" shall consist of the removal and disposal of trees, stumps, brush, roots, vegetation, logs, rubbish and other objectionable matter.

PART TWO - EXECUTION

- 2.1 Construction Methods - The site or right of way shall be cleared of stumps, brush, logs, rubbish, trees and shrubs, except such trees and shrubs and certain areas designated by the Engineer for preservation. Those trees, shrubs and other landscape features specifically designated by the Engineer for preservation shall be carefully protected from abuse, marring or damage during construction operations. On areas required for embankment construction, all stumps, roots, etc. (except for designated trees and brush) shall be removed to a depth of at least 2 feet below the existing ground surface. All holes remaining after clearing and grubbing shall be backfilled and tamped as directed by the Engineer and the entire area bladed to prevent ponding of water and to provide drainage, except, in areas to be immediately excavated, the Engineer may direct that the holes not be backfilled. When permitted by the plans, trees and stumps may be cut off as close to natural ground as practicable on areas which are to be covered by at least 3 feet of embankment and/or waste excavation.

All cleared and grubbed material shall be disposed of in a manner satisfactory to the Engineer. Unless otherwise provided, all merchantable timber removed as required above shall become the property of the Contractor.

PART THREE - MEASUREMENT AND PAYMENT

- 3.1 Measurement - "Clearing and Grubbing" will be measured by the acre. Measurement for payment will be made only on areas indicated and classified on plans as "Clearing and Grubbing", except that required work on additional areas (such as additional right of way, additional borrow and material sources, additional cut and embankment areas, etc.) not originally proposed by plans but found necessary during construction, and which comes within the purview of "Clearing and Grubbing" as established on plans for the contract shall be measured accordingly.
When indicated on the plans, "Clearing and Grubbing (Tree)" will be measured by each tree removed.
- 3.2 Payment - All work performed and measured as provided under "MEASUREMENT" will be paid for at the unit price bid for "Clearing and Grubbing". Said price shall be full compensation for furnishing all labor, equipment, tools, supplies, arranging for providing disposal sites and incidentals necessary to complete the work.

PART ONE - GENERAL

- 1.1 Description of Work - This item shall provide for furnishing and planting seed of the kinds specified along and across all disturbed grassed areas within the project. The work covered by this specification also includes preparation of the ground, fine grading, all required fertilizer, geo-synthetic fabrics, watering and maintenance of the seeded areas.

PART TWO - MATERIALS

- 2.1 The soil for areas to be repaired shall be at least of equal quality to the soil existing in areas adjacent to the areas to be repaired. The soil shall be reasonably free from subsoil, clay lumps, brush, objectionable weeds and other litter, and shall not contain stones, stumps, roots, toxic substances, other objects larger than 1-inch in diameter or any other material or substance that might be harmful to plant growth or be a hindrance to grading, planting or maintenance operations.
- 2.2 Geo-synthetic fabrics shall be as stated on the plans or approved equal, and shall be applied over the entire area disturbed by construction in those areas designated on the plans. Staples shall be installed in accordance with manufacturer's recommendation.
- 2.3 The seed shall consist of a 50/50 mixture of Bermuda and unhulled rye grass or other seed mixtures as shown on the plans or as directed by the Engineer. The seed mixture shall be free from noxious weed seeds, other grasses and any matter deleterious to its growth or which might affect its subsistence or hardiness when planted. The Bermuda/rye seed mixture shall be applied at a rate of 5 pounds per acre.
- 2.4 Fertilizer shall be uniform in composition, free flowing and suitable for application with acceptable equipment and delivered to the site in bags or containers. Each container shall be labeled, conform to the state fertilizer laws and bear the name or trademark and warranty of the producer. Fertilizer shall be 13-13-13 at 300 pounds per acre.

PART THREE - CONSTRUCTION METHODS

- 3.1 Site grading shall include all cutting, filling, importing and moving of earth necessary to bring the disturbed areas to required grades. Grading shall be such as to conduct drainage away from structures and into drainage channels. Grading shall be done with selected materials as directed by the Engineer and, if necessary, top soil shall be imported to the site.
- 3.2 Any area being prepared to receive seed shall be brought to an elevation that will leave the grass surface flush with the adjacent ground surfaces. After areas to be seeded have been brought to the proper grade, they shall be thoroughly tilled to a depth of two (2) inches by disking, harrowing or by other approved method until the condition of the soil is sufficiently pulverized for planting. The work shall be performed only during

CITY OF NACOGDOCHES

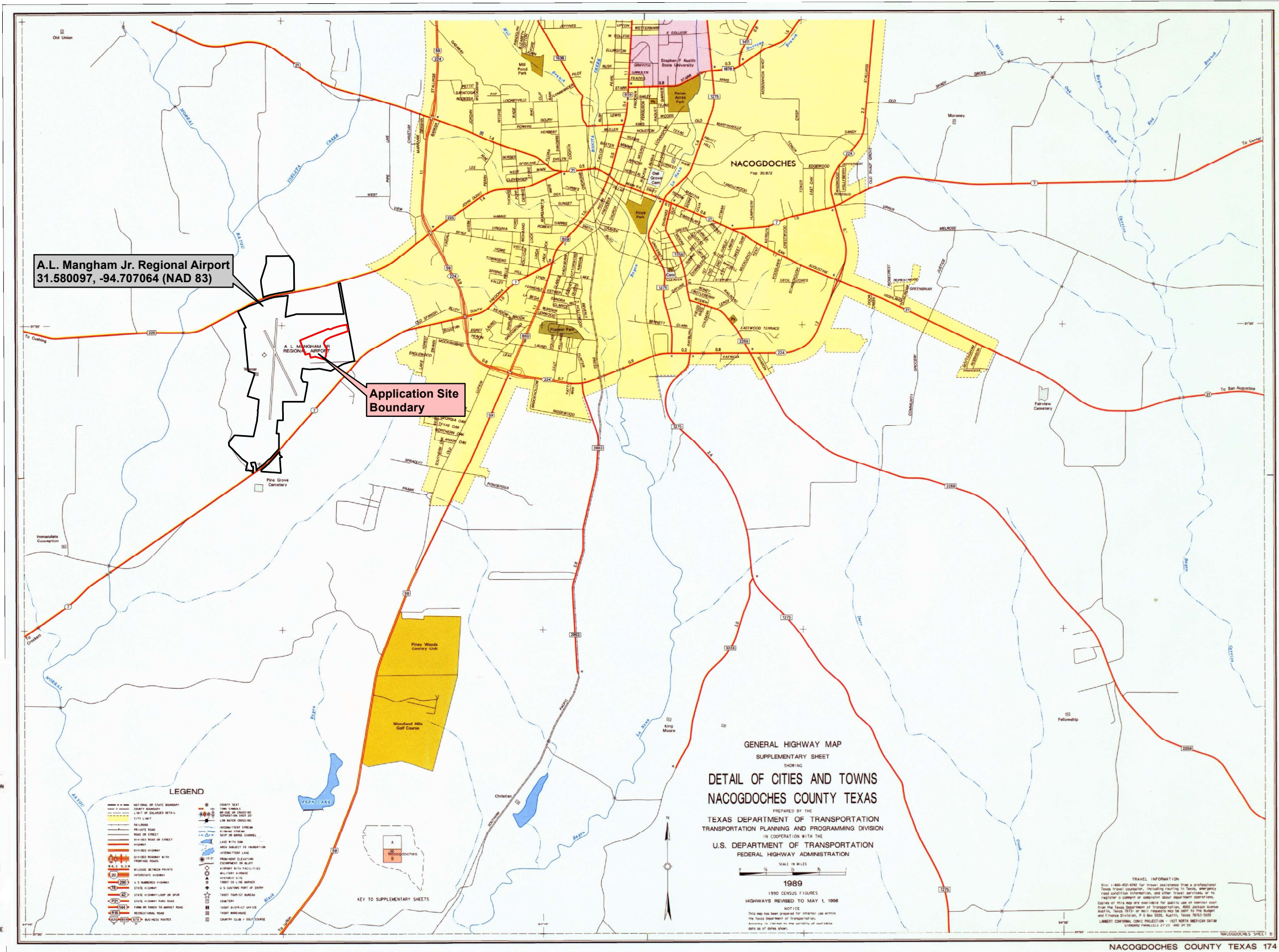
SEEDING

periods when satisfactory results are likely to be obtained. When conditions are such, by reason of drought, excessive moisture or other factors, that results are not likely to be satisfactory, the Engineer may stop the work and it shall resume only when, in the Engineer's opinion, the desired results are likely to be obtained. Any irregularities in the surface resulting from tilling or other operations shall be leveled out before planting operations are begun.

- 3.3 After completion of tilling operations, the surface shall be cleared of stones, stumps, other objects larger than 1-inch in thickness or diameter, roots, brush, wire and grade stakes. If required, geo-synthetic fabric shall be installed in accordance with manufacturer's instructions and as directed by the Engineer, over the prepared areas. The seed mixture shall be carefully placed on the prepared areas and lightly raked under the soil. The fertilizer shall then be distributed uniformly at the rate specified over all areas being planted and thoroughly watered. Any excess soil from planting operations shall be spread uniformly over adjacent areas or disposed of as directed by the Engineer so that the completed surfaces will present a neat appearance.

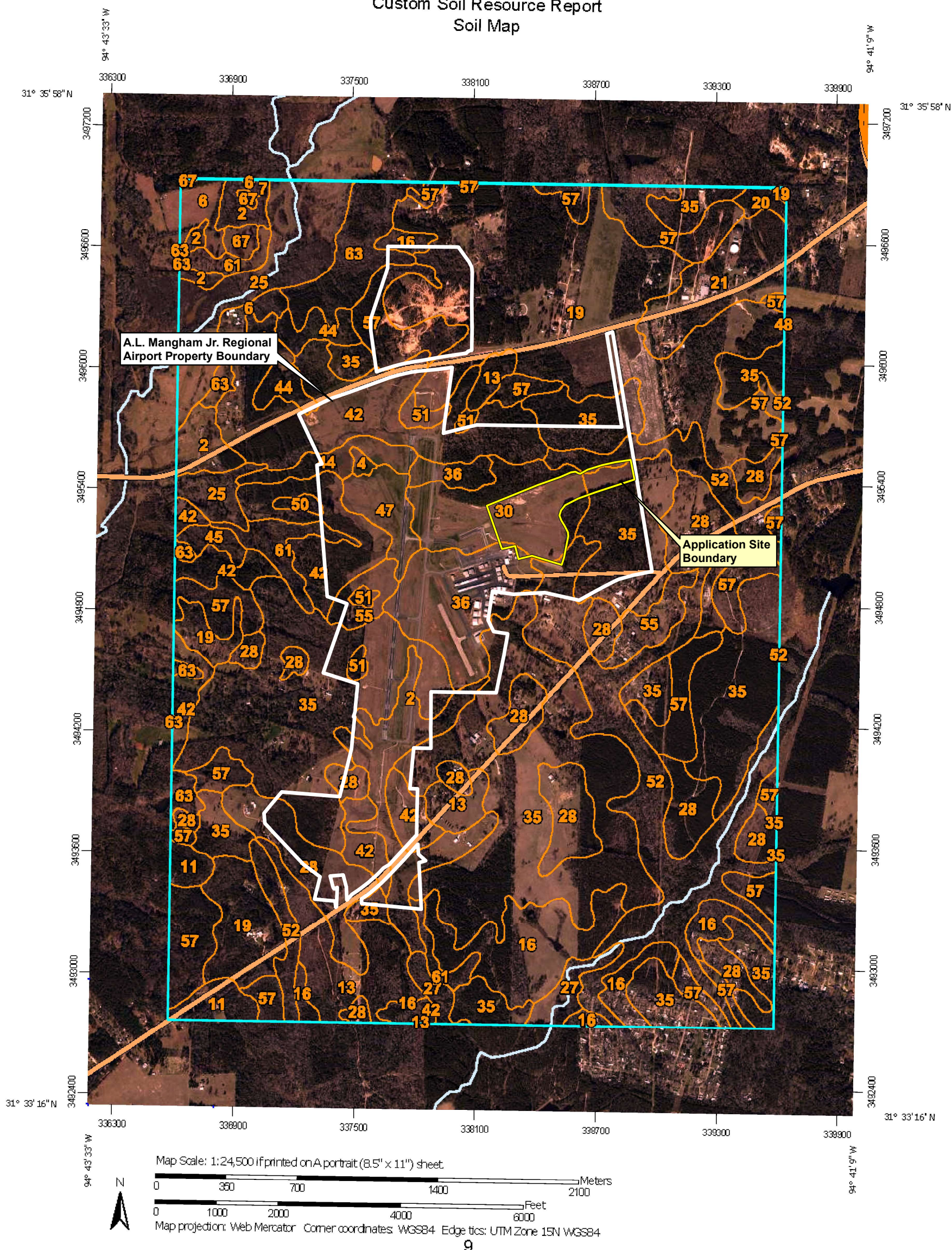
PART FOUR - ESTABLISHMENT

- 4.1 The Contractor shall be responsible for the proper care of the planted areas and shall maintain, repair and water the areas as required during the construction period and, at final acceptance of the project, turn over to the Owner a prime stand of grass.
- 4.2 The newly planted areas shall be watered frequently to promote healthy growth. Light sprinkling shall be performed in a manner that will not cause displacement and surface erosion. As turf develops, the frequency of watering will be reduced and application volumes increased, as growth and moisture requirements dictate. Watering equipment shall be of a type that will not damage the finished surface.
- 4.3 The Contractor is responsible for establishing and maintaining a dense healthy stand of grass for the duration of the project including the one (1) year warranty period. Areas that require re-seeding will be designated by the Engineer. Re-seeding shall be completed within a period of time designated by the Engineer and in a manner that will cause minimum disturbance to the existing grass. Re-seeding shall be accomplished at no additional cost to the Owner.
- 4.4 If, at any time before completion and acceptance of the entire work covered by this contract, any portion of the surface becomes gullied or otherwise damaged following planting, the affected portion shall be repaired to re-establish the condition and grade of the soil prior to seeding and re-seeded as specified above.



Application Site Boundary
Property Boundary

Custom Soil Resource Report
Soil Map



Map Scale: 1:24,500 if printed on A portrait (8.5" x 11") sheet.

0 350 700 1400 2100 Meters

0 1000 2000 4000 6000 Feet

Map projection: Web Mercator Corner coordinates: WGS84 Edge ticks: UTM Zone 15N WGS84

 Application Site Boundary

 Property Boundary

- 2 - Alto fine sandy loam, 0 to 4 percent slopes
 - 4 - Alto clay loam, 1 to 3 percent slopes
 - 13 - Bowie fine sandy loam, 1 to 8 percent slopes
 - 16 - Cuthbert fine sandy loam, 8 to 20 percent slopes
 - 19 - Darco loamy fine sand, 1 to 8 percent slopes
 - 28 - Kirvin fine sandy loam, 1 to 8 percent slopes
 - 30 - Kirvin-Urban land complex, 1 to 5 percent slopes
 - 35 - Libert loamy fine sand, 1 to 8 percent slopes
 - 36 - Libert-Urban land complex, 1 to 8 percent slopes
 - 42 - Nacogdoches fine sandy loam, 1 to 8 percent slopes
 - 44 - Nacogdoches clay loam, 1 to 8 percent slopes
 - 47 - Nacogdoches-Urban land complex, 1 to 5 percent slopes
 - 50* - Percilla clay loam, 0 to 1 percent slopes*
 - 51 - Pits
 - 52** - Rentzel loamy fine sand, 0 to 5 percent slopes**
 - 55 - Sacul fine sandy loam, 1 to 5 percent slopes
 - 57 - Tenaha loamy fine sand, 5 to 20 percent slopes
 - 61 - Trawick fine sandy loam, 8 to 20 percent slopes
 - 63 - Trawick clay loam, 8 to 20 percent slopes
- * CONTAINS HYDRIC MAJOR COMPONENTS
- ** CONTAINS HYDRIC MINOR COMPONENTS



FIGURE 3

NRCS SOIL SURVEY MAP

City of Nacogdoches
Water Utilities Department
Nacogdoches (Nacogdoches County), Texas

Map Revised: October 2020 | Project Number: E-01-993 | GIS Analyst: SAS

BASEMAP SOURCE: CUSTOM SOIL MAP PRODUCED BY NRCS WEB SOIL SURVEY (10/08/2020)

2022 SWTP Sludge Removal and Lagoon Repair Project

- Removal of Residual Sediment from both SWTP lagoons
- Land Application of Sediment at A.L. Mangham Jr. Regional Airport
- Repair of Eroded Lagoon Side Slopes
- Regrading Bottom of Lagoons to Level



Bid Results:

<i>Synagro of Texas-CDR, Inc.</i>	\$ 217,913.75
Denali Water Solutions, LLC	\$ 436,200.00



City Council Meeting

Date: July 12, 2022

Agenda Item: 7.B.

PRESENTER: Pam Curbow, Finance Director

ITEM/SUBJECT: Consider approval of a mid-year budget amendment ordinance amending Ordinance No. 1881-09-21 appropriating various amounts in accordance with the budget adopted for the fiscal year beginning October 1, 2021 and ending September 30, 2022. (Finance Director)

SUMMARY/BACKGROUND: Consider adoption of budget amendments to cover unplanned grant revenues and overages of expenditures for fiscal year 2021-2022 as of June 30, 2022.

FINANCIAL:

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

Account No.: see attached

Account Name: *see attached*

Amount: see attached

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

Not Applicable

CITY CONTACT: Pamela Curbow, Director of Finance
curbowp@nactx.us
936-559-2526

ATTACHMENTS: 1. Ordinance

AN ORDINANCE AMENDING ORDINANCE NO. 1881-09-21 APPROPRIATING VARIOUS AMOUNTS IN ACCORDANCE WITH BUDGET ADOPTED FOR THE ENSUING FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022.

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

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of Nacogdoches that sums of money as herein set forth in said budget are hereby appropriated and amended for the receipts of revenue, payments of operating expenses and capital outlays of the city government of the City of Nacogdoches as follows:

Fund	Dept	Acct.	Department	Description	Amt.
				SEE ATTACHED DETAIL	

PASSED AND APPROVED this the 12th day of July 2022.

Jimmy Mize, Mayor
Mayor

ATTEST:

Jan Vinson, City Secretary

Approved as to form:

Steven Kirkland, City Attorney

Approved as to content:

Pamela Curbow, Director of Finance

**CITY OF NACOGDOCHES
MID-YEAR BUDGET ADJUSTMENTS
2021-2022**

<u>Fund/Dept Name</u>	<u>Acct No.</u>	<u>Account Name</u>	<u>Description</u>	<u>Revenue Amendment</u>	<u>Expense Amendment</u>
<u>GENERAL FUND</u>					
Revenue	01.560.00	Misc Grant Receipts	Fire Deployments 2021	\$ 498,730	
Revenue	01.560.03	FEMA Disaster Grant Receipts	Winter Storm 2021	\$ 72,150	
Revenue	01.560.20	Pandemic Federal Assistance	Vaccine Team Deployment 2020/2021	\$ 123,862	
Planning	01.09.630.74	Legal Services	Redistricting Services		\$ 30,000
Police	01.15.610.20	Vehicle & Equip Supplies	Fuel		\$ 70,000
Police	01.15.630.21	Education Incentive	Academy Reimbursement for 4 Officers		\$ 14,000
Fire	01.17.601.10	Salaries	Deployments - To Be Reimb		\$ 94,000
Fire	01.17.601.41	Reimbursable Overtime	Deployments - To Be Reimb		\$ 402,150
Fire	01.17.601.70	SS/Medicare	Deployments - To Be Reimb		\$ 38,000
Fire	01.17.601.80	TMRS	Deployments - To Be Reimb		\$ 75,500
Fire	01.17.630.20	Travel & Training	Deployments - To Be Reimb		\$ 44,550
Non-Departmental	01.75.620.00	Structure Maintenance	Replace LED bulbs in DT Street Lights		\$ 16,500
Non-Departmental	01.75.630.70	Special Services	1/3 of CDL Training Contract		\$ 4,825
Committed Reserves	01.86.680.25	Equip & Machinery Capital	Replace AC Unit on Radio Tower		\$ 8,000
Committed Reserves	01.86.680.40	Park Improvement Capital	Dog Park - Freeze Proof Water Fountains (2)		\$ 11,500
Total General Fund:				\$ 694,742	\$ 809,025
<u>UTILITY FUND</u>					
Utility Billing	30.35.680.20	Vehicle Capital	Replace Unit Supervisor Truck		\$ 48,000
Water Production	30.36.630.70	Special Services	Move to Wastewater TCEQ Pretreatment Program		\$ (50,000)
Utility Construction	30.37.610.35	Office Equipment	New Computer for New Position		\$ 2,000
Utility Construction	30.37.680.10	Office Equipment Capital	Replace GPS Unit		\$ 7,000
Utility Construction	30.37.680.20	Vehicle Capital	Replace Unit #661		\$ 35,500
WasteWater	30.39.630.71	Consulting Services	TCEQ Pretreatment Program		\$ 50,000
WasteWater	30.39.680.60	Pump & Lift Station Capital	Emergency Replacement #3 Influent Pump		\$ 56,875
Non Dept	30.75.630.70	Special Services	1/3 of CDL Training Contract		\$ 4,825
					\$ -
Total Utility Fund:					\$ 106,200
<u>SANITATION FUND</u>					
Sanitation Collection	31.40.610.20	Vehicle & Equip Supplies	Fuel		\$ 100,000
Sanitation Collection	31.40.610.90	Other Materials & Supplies	Commercial Dumpsters		\$ 50,000
Non Dept	31.75.630.70	Special Services	1/3 of CDL Training Contract		\$ 4,825
Total Sanitation Fund:					\$ 154,825
<u>EQUIP REPLACEMENT FUND</u>					
Animal Control	60.60.680.20	Vehicle Capital	Animal Control Replacement Truck		\$ 32,500
Parks & Cemetery	60.60.680.20	Vehicle Capital	Parks Replacement Truck Unit #800		\$ 41,000
Parks & Cemetery	60.60.680.20	Vehicle Capital	Parks Replacement Utility Bed Truck Unit #842		\$ 52,000
Parks & Cemetery	60.60.680.20	Vehicle Capital	Parks Replacement Truck Unit #847		\$ 38,500
Inspections/Code Enf	60.60.680.10	Office Equip Capital	Replacement Permit Software		\$ 49,500
					\$ -
Total Equip Repl Fund:					\$ 213,500



City Council Meeting

Date: July 12, 2022

Agenda Item: 7.C.

PRESENTER: Jimmy Mize, Mayor

ITEM/SUBJECT: Consider Board appointments for Building Standards Commission, Convention and Visitors Bureau Board, Historic Landmark Preservation Committee, Mayor's Committee on People with Disabilities, Nacogdoches Housing Authority, Planning and Zoning Commission and Zoning Board of Adjustments. (Mayor)

SUMMARY/BACKGROUND: Two times per year, the City Board interviews are conducted. The Interview Committee completed interviews for the above boards and will make recommendations to fill vacant/termed positions.

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

ATTACHMENTS:



City Council Meeting

Date: July 12, 2022

Agenda Item: 8.A.

PRESENTER: Pam Curbow, Finance Director, Mario Canizares, City Manager

ITEM/SUBJECT: Continuation of presentation of department budgets for fiscal year 2022-2023, if necessary. (City Manager/Finance Director)

SUMMARY/BACKGROUND: If the Work Session is not complete by 5:30 pm, then discussion will resume after Regular Session items are finished.

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
canizaresm@nactx.us
936-559-2501

Pam Curbow, Finance Director
curbowp@nactx.us
936-559-2526

ATTACHMENTS:



City Council Meeting

Date: July 12, 2022

Agenda Item: 9.A.

PRESENTER:

ITEM/SUBJECT: Deliberation regarding Economic Development negotiations under Government Code Section 551.087 as follows:

1. Discuss or deliberate regarding commercial or financial information the City has received from business projects the City body seeks to have locate in the City of Nacogdoches and with which the City is conducting economic development negotiations; and
2. Deliberate offer of financial or other incentive to business prospects described by Subdivision 1 above.

SUMMARY/BACKGROUND:

FINANCIAL:

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

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

ATTACHMENTS:



City Council Meeting

Date: July 12, 2022

Agenda Item: 9.B.

PRESENTER: Mario Canizares, City Manager

ITEM/SUBJECT: Personnel Matters – Pursuant to Texas Government Code Section 551.074, deliberations regarding the duties of a public officer or employee. The subject of this Executive Session is to discuss and give feedback to the City Manager regarding his annual evaluation.

SUMMARY/BACKGROUND:

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
canizaresm@nactx.us
936-559-2501

ATTACHMENTS: