



**February 2, 2021**

Notice is hereby given of a Regular Meeting of Nacogdoches City Council to be held on the above date via videoconference, with the opportunity to appear in person in the City Council Chamber of City Hall, 202 East Pilar Street, Nacogdoches, Texas, beginning at 5:30 p.m. for the purpose of considering the following agenda items.

In accordance with Orders of the Governor due to the COVID-19 pandemic, the City of Nacogdoches City Council meeting will be deemed as being conducted via teleconference or videoconference. However, some City Council Members may attend virtually, while others may be present in the above stated physical location. Regardless, 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. For those attending in person, strict adherence to COVID-19 related CDC guidelines will be enforced at all times.

Members of the public who wish to submit comments on a listed agenda item must contact the City Secretary's office by email at [vinsonj@nactx.us](mailto: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 February 2, 2021. For all timely requests received, staff will call the submitted phone numbers directly during the meeting when the corresponding item comes up for comment. NOTE: The incoming phone call from City staff will be an unfamiliar number.

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

1. Call to order.
2. Pledge of Allegiance.
3. Open Forum.
4. Items to be removed from Consent Agenda.
5. **CONSENT AGENDA:** Items included under Consent Agenda require little or no deliberation by Council. Approval of Consent Agenda authorizes the City Manager or his designee to proceed with conclusion of each in accordance with staff recommendations as reflected in the minutes of this meeting.
  - A. Consider approval of minutes from January 19, 2021. (City Secretary)
  - B. Consider approval of Memorandum of Understanding between the City of Nacogdoches and the American National Red Cross for office space located at City Hall. (City Manager)
  - C. 4th Quarter 2020 Investment Report. (Director of Finance)
6. **REGULAR AGENDA:**
  - A. Receive Bond Market Update. (John Martin, Hilltop Securities)

- B. Consider resolution calling the Regular Election of City Council Members for Northeast Ward, Northwest Ward and At-Large (Mayor) in and for City of Nacogdoches, Texas. (City Secretary)
- C. Consider Request for Proposal (RFP) award and contract to Conterra Ultra Broadband, LLC for fiber optic internet and data circuits in the amount of \$76,260. (Information Technology Manager)

7. 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](http://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 January 28, 2021 at 3 p.m. and remained posted until meeting convened.

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Jan Vinson, City Secretary



## City Council Meeting

Date: February 2, 2021

Agenda Item: 5.A.

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**PRESENTER:** Jan Vinson, City Secretary

**ITEM/SUBJECT:** Consider approval of minutes from January 19, 2021. (City Secretary)

**SUMMARY/BACKGROUND:**

**FINANCIAL:**

No financial impact associated with this item

**CITY CONTACT:** Jan Vinson, City Secretary  
[vinsonj@nactx.us](mailto:vinsonj@nactx.us)  
936-559-2506

**ATTACHMENTS:** 1. Minutes from 01/19/21



**Regular Session  
Nacogdoches City Council  
January 19, 2021 – 4:30 p.m.  
Videoconference**

**DRAFT**

**City Council present in person:** Council Members Roy Boldon, Garth Hinze and Jay Anderson. **City Council present via videoconference:** Mayor Shelley Brophy and Council Members Amelia Fischer.

1. Called to order at 4:37 p.m.
2. Pledge of Allegiance.
3. **WORK SESSION:**

Pat Castella requested more detail regarding property owner rights be added to the 200 foot notification letters sent to abutting property owners as part of the zoning application process. Ms. Castella also asked that signs are posted on the property whose owner has applied for rezoning. Phillip Blackburn also spoke asking City Council to add a mechanism for zone change appeals.

- A. Receive a report, hold a discussion, and give staff direction regarding notification requirements for zone change applications.

Alaina Chafin, City Planner, reviewed current ordinances regarding zone change applications, planned developments and specific use permits, Texas Local Government Code procedures and information gathered from other cities regarding their practices and policies. In researching other city policies, staff found that some cities mail courtesy letters beyond the 200 foot notice area and to homeowner and neighborhood associations, post property signs, post notifications online and on social media, and hold neighborhood meetings.

Council Member Boldon requested staff to gather more information about granting exception to property owners for zone changes as long as the local board and neighbors agree.

Council Member Fischer prefers ordinance amendments that include increasing notification area, mailing letters to homeowner and neighborhood associations, posting property signs, posting information about zoning applications online and on social media, and holding neighborhood meetings. She asked staff to explore the idea of a second reading of zone change applications before City Council and adding explicit information in notices mailed to abutting property owners regarding 20% opposition rule. She also asked staff to present information at a future City Council meeting regarding safeguards for historic overlay districts.

Council Member Anderson asked staff to gather information and report findings to City Council on the precedent for sending zone change notification letters in a historic overlay district.

Mayor Brophy suggested staff proceed with the suggested changes for approximately six months before amendments are codified in the zoning ordinance. Staff was also directed to begin cataloging homeowner association information. Council Members Boldon, Hinze, Fischer and Anderson agreed.

Mrs. Chafin will present draft notification letter, property sign options and draft second reading ordinance at a future City Council meeting.

- B. Receive a report, hold a discussion, give staff direction regarding a list of studies to assist the City's planning and economic development efforts.

Alaina Chafin, City Planner, reviewed plans and studies that are completed or are currently underway. Mrs. Chafin discussed funded plans and unfunded plans and reported the Hazard Mitigation Action Plan will be delayed to next fiscal year due to COVID-19. Staff is requesting direction from City Council regarding moving forward with the Downtown Master Plan and the Comprehensive Plan.

Work Session recessed.

Regular Session began at 5:27 p.m.

Minutes unofficial until approved by City Council

4. Pat Castella spoke during open forum regarding application for rezoning on Logansport Street. She stated mistakes were made in the rezoning of 1102 Logansport Street. She maintains the development plans would adverse affect the neighborhood.

5. No items 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. Minutes from January 5, 2021 regular session and January 6, 2021 City Board interviews.

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

7. **REGULAR AGENDA:**

A. Receive presentation on Historic Sites and Cemetery activities.

Jessica Sowell, Main Street and Historic Sites Manager presented an annual update on Historic Sites and Cemetery Departments including properties, programs and ongoing projects. She also discussed the effects COVID-19 has had on department activities and how staff has adapted. Virtual events and smaller events are being planned for the next few months while focusing on the safety and health of our staff and the public.

Staff is currently working on a cemetery interpretation project at Oak Grove Cemetery funded by a grant from the Bright Foundation and Friends of Historic Nacogdoches, Inc.

B. Received update on COVID-19 data, impacts, hospitalization and vaccination planning for our community.

Fire Chief Keith Kiplinger reported on COVID-19 estimated cases, active cases, deaths, new cases per day, and hospital/ICU bed availability. Chief Kiplinger discussed a community vaccination plan spearheaded by the City and County. This plan will provide assistance, guidance and logistical support to vaccine providers during vaccination clinics. A team of people from different organizations are collaborating on a volunteer plan, marketing plan and minority outreach plan.

City Council discussed vaccination information being equally distributed throughout the City and County, vaccine availability and vaccine waiting lists.

C. Consider board appointments for Airport Advisory Board, Building Standards Commission, Health Code Advisory Board, Historic Landmark Preservation Commission, Industrial Development Authority, Main Street Advisory Committee, Mayor's Committee on People with Disabilities and Pine Grove Cemetery Board.

City Council interviewed applicants for board appointments on January 6, 2021.

Mayor Brophy moved to appoint regular members Jason Reina and Sammy Smith to full terms on the Airport Advisory Board; motion duly seconded by Council Member Hinze and carried by unanimous vote.

Mayor Brophy moved to appoint regular members John Anderson, Michael Bailey, and Russell Sanders to full terms on the Building Standards Commission; motion duly seconded by Council Member Boldon and carried by unanimous vote.

Mayor Brophy moved to appoint Donna Fickes to a full term on Health Code Advisory Board; motion duly seconded by Council Member Anderson and carried by unanimous vote.

Mayor Brophy moved to appoint Anne Keehnan and Brad Maule to full terms on the Historic Landmark Preservation Committee; motion duly seconded by Council Member Hinze and carried by unanimous vote.

Mayor Brophy moved to appoint Robert Flores to a full term on the Industrial Development Authority; motion duly seconded by Council Member Boldon and carried by unanimous vote.

Mayor Brophy moved to appoint Lynn Myers, Michelle Gaut and Hollie Atherton to full terms on Main Street Advisory Board; motion duly seconded by Council Member Anderson and carried by unanimous vote.

Mayor Brophy moved to appoint Anne Keehnan to a full term on the Mayor’s Committee on People with Disabilities; motion duly seconded by Council Member Anderson and carried by unanimous vote.

Mayor Brophy moved to appoint Burghardt Patton and Perky Beisel to full terms on Pine Grove Cemetery Board; motion duly seconded by Council Member Boldon and carried by unanimous vote.

City Council reconvened Work Session discussions regarding Item 3B.

City Council discussed community engagement, the intertwining of plans and studies, implementation strategies, family friendly and economical downtown activities, downtown activities after business hours and prioritization of studies and plans.

City Council recommends staff to proceed with RFQ/RFP for the Downtown Maser Plan and the Comprehensive Plan Update.

8. Meeting adjourned at 7:27 p.m.

ATTEST:

\_\_\_\_\_  
Mayor Shelley Brophy  
City Council  
City of Nacogdoches

\_\_\_\_\_  
Jan Vinson, City Secretary

**PRESENTER:** Mario Canizares, City Manager

**ITEM/SUBJECT:** Consider approval of Memorandum of Understanding between the City of Nacogdoches and the American National Red Cross for office space located at City Hall. (City Manager)

**SUMMARY/BACKGROUND:** For the last number of years, the American National Red Cross (Red Cross) has utilized office space in Nacogdoches City Hall. The City agrees to provide, at no cost to the Red Cross, office space located at 202 East Pilar Street, 1st Floor, Room 141 in Nacogdoches, Texas. Employees of the Red Cross will have access to and use of restrooms and a break room. Electricity and water will be paid for and provided by the City. This is a benefit to the City as it provides a local presence for our community when services are needed for disaster relief and assistance in the aftermath of an emergency.

The term of the agreement is for 12 months beginning on March 1, 2021 and ending on February 28, 2022. The Red Cross will provide all furniture and supplies to be used by the Red Cross in the conduct of its activities. The Red Cross also agrees to reimburse the City for any damages resulting from misuse of the office. The Red Cross will provide any special or additional amenities or capabilities it may require such as additional computer communications wiring, fixtures and the like.

City Manager Mario Canizares spoke to Joseph Ward, Executive Director of Real Estate Services for the American National Red Cross via telephone on December 14, 2020 regarding possible future renovations to City Hall. These possible renovations would better accommodate City Council meetings and work sessions which could affect the Red Cross as well as other tenants in City Hall.

**FINANCIAL:**

No financial impact associated with this item.

**CITY CONTACT:** Mario Canizares, City Manager  
canizaresm@nactx.us  
936-559-2501

**ATTACHMENTS:** 1. American Red Cross MOU (1)

# **MEMORANDUM OF UNDERSTANDING**

## **THE AMERICAN NATIONAL RED CROSS**

### **AND**

## **CITY OF NACOGDOCHES, TEXAS**

This Memorandum of Understanding is entered into between the American National Red Cross, hereinafter referred to as Red Cross, and the City of Nacogdoches, Texas, hereinafter referred to as the City.

### **SECTION 1. TERM OF AGREEMENT**

The term of this Memorandum of Understanding, hereinafter referred to as the Agreement, is from March 1, 2021, and continues for a period of 12 months through February 28, 2022. Either party or both parties may choose to terminate this agreement pursuant to Section 6 of this agreement.

### **SECTION 2. EXPENSES**

Except as otherwise provided in Section 3 and Section 4 of this agreement, the Red Cross expressly acknowledges any costs incurred by the Red Cross as a result of the obligations contained in this agreement will be the sole responsibility of the Red Cross and any costs incurred by the City as a result of obligations contained in the agreement will be the sole responsibility of the City.

### **SECTION 3. PERFORMANCE**

The City agrees to provide, at no cost to the Red Cross, office space located at 202 East Pilar Street, 1st Floor, Room 141 in Nacogdoches, Texas. Employees of Red Cross will have access to and use of restrooms and a break room. Electricity and water will be paid for and provided by the City.

The Red Cross will provide all furniture and supplies to be used by the Red Cross in the conduct of its activities. The Red Cross also agrees to reimburse the City for any damages resulting from misuse of the office. The Red Cross will provide any special or additional amenities or capabilities it may require such as additional computer communications wiring, fixtures and the like.

The City will have the right to maintain a master key to the premises but will only enter the premises in the presence of employees of the Red Cross or in the event of a bona fide emergency. In the event of an emergency entry, the City will notify the Red Cross of the entry and the reason for such entry. The City will provide the Red Cross with access during and after normal business hours and on weekends.

The Red Cross agrees to utilize the City staff parking area behind City Hall for employee parking.

### **SECTION 4. MISCELLANEOUS**

- A. The City grants Red Cross the right to use the Room for the Permitted Use(s) described above. This grant includes reasonable ingress and egress to and from the Room through the Building's common areas. Red Cross shall not have the right to use any other space in the Building (such as library, conference rooms, break room, coffee room)



or any equipment belonging to City unless the City gives written permission to do so. This Agreement is not a lease and Red Cross is granted no leasehold interest in the Room.

- B. On or before February 28, 2022, Red Cross shall vacate the Room. Red Cross shall repair all damage caused by Red Cross' occupancy, at Red Cross' sole cost and expense.
- C. Red Cross agrees to keep the Room in good condition and promptly repair all damage to the Premises or the Building caused by Red Cross' negligence, and not to disrupt, adversely affect or interfere with other occupants of the Building.
- D. The City makes no warranty or representation about the Room or the Building. Red Cross accepts the same "AS IS." The City is under no obligation to prepare or repair the Room or the Building for Red Cross.
- E. Red Cross shall carry the following insurance coverage:
  - (1) Commercial General Liability with an occurrence limit of at least one-million dollars (\$1,000,000) and an aggregate limit of at least two-million dollars (\$2,000,000);
  - (2) Commercial Automobile Liability with a combined single limit of at least one-million dollars (\$1,000,000);
  - (3) Workers Compensation coverage with statutory limits for the jurisdiction in which the premises are located and Employers' Liability with limits of at least one million dollars (\$1,000,000.00) per accident, one million dollars (\$1,000,000.00) disease – each employee and one million dollars (\$1,000,000.00) disease – policy limit.
- F. Red Cross shall not have any right to, assign or transfer, or sublicense this Agreement. The City shall have no obligation to consider or approve any such transfer, regardless of the circumstances.
- G. Notwithstanding anything in this Agreement to the contrary, in the event that damage or casualty to all or a part of the Room occurs, this Agreement shall terminate and Red Cross shall have no right to restoration of the Room or to receive any compensation whatsoever.
- H. This Agreement shall be governed by and construed under the laws of the state in which the Building is located, and venue for any and all disputes shall lie in Nacogdoches County, Texas. This Agreement shall be binding on the parties and their respective, successors, transferees and assigns.
- I. Authority. Each party represents and warrants that it has the full power and authority to execute, deliver and perform under this Agreement.

## **SECTION 5. INDEMNIFICATION**

**RED CROSS SHALL DEFEND, HOLD HARMLESS, AND INDEMNIFY THE CITY AGAINST ANY LEGAL LIABILITY, INCLUDING REASONABLE ATTORNEY FEES, IN RESPECT TO BODILY INJURY, DEATH, AND PROPERTY DAMAGE ARISING FROM THE NEGLIGENCE OF THE SAID RED CROSS DURING ITS USE OF THE ROOM.**

Nothing herein shall be considered a waiver of sovereign immunity or any other state or federal law to the Red Cross or the City.

## SECTION 6. TERMINATION

Either party may terminate this agreement by providing at least sixty (60) days written notice to the other. Notice will be provided in accordance with Section 7 of this agreement.

## SECTION 7. NOTICES

Any notices, approval, consent or communication by one Party to another must be in writing and addressed to the respective Parties as follows:

If the Red Cross:                      Executive Director, Real Estate Services  
The American National Red Cross  
9450 SW Gemini Drive, #75048  
Beaverton, OR 97008-7105

And for issues requiring legal notice (e.g., default), a copy to:

Office of the General Counsel  
The American National Red Cross  
431 18<sup>th</sup> Street, NW  
Washington, DC 20006  
Attention: Real Estate Counsel

[real.estate@redcross.org](mailto:real.estate@redcross.org)

If CITY:                                      Mario Canizares, City Manager  
City of Nacogdoches  
202 East Pilar  
Nacogdoches, Texas 75961

BY: \_\_\_\_\_  
Mario Canizares, City Manager  
City of Nacogdoches

Date: \_\_\_\_\_

BY: \_\_\_\_\_  
Joseph D. Ward Executive Director, Real Estate Services  
American National Red Cross

Date: \_\_\_\_\_



## City Council Meeting

Date: February 2, 2021

Agenda Item: 5.C.

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**PRESENTER:** Pam Curbow, Finance Director

**ITEM/SUBJECT:** 4th Quarter 2020 Investment Report. (Director of Finance)

**SUMMARY/BACKGROUND:** Presentation of the quarterly investment report for the quarter ended December 31, 2020.

**FINANCIAL:**

No financial impact associated with this item

**CITY CONTACT:** Pam Curbow, Director of Finance  
[curbowp@nactx.us](mailto:curbowp@nactx.us)  
936-559-2526

**ATTACHMENTS:** 1. 4th Qtr 2020 Investment Report

# Investment Report

## October 1, 2020 – December 31, 2020



This report is presented in accordance with the Texas Government Code Title 10 Section 2256.023. The below signed hereby certify that, to the best of their knowledge on the date this report was created, that this report is in compliance with the state policies and Investment Policy of the City of Nacogdoches.



Pam Curbow

Investment Officer



Buck Raney

Investment Officer

**Investment Position  
City of Nacogdoches  
December 31, 2020**

As of December 31, 2020, the City of Nacogdoches had investments in the following accounts:

- \$2.4 million in Southside Bank earning a rate of 0.075%,
- \$51 million invested in TexPool accounts earning a rate of .09%,
- \$1.5 million in a Fidelity Money Market Account with Regions Bank earning a rate of .08%,
- \$7 million invested in a Money Market Account with Veritex Bank at .19% (variable, Texas Pools average +.10%)
- \$14 million invested in Certificates of Deposit with an average rate of 1.087%
- The City's average yield for FY21 is .31%.

City of Nacogdoches Strategy Summary December 31, 2020

Quarter End Results by Investment Category:

| Asset Type                                 | September 30, 2020                |    | September 30, 2020 |    | December 31, 2020 |    | December 31, 2020 |        | December 31, 2020 |
|--------------------------------------------|-----------------------------------|----|--------------------|----|-------------------|----|-------------------|--------|-------------------|
|                                            | Book Value                        |    | Market Value       |    | Book Value        |    | Market Value      | APR    |                   |
| Southside Bank                             | \$ 1,904,950.12                   | \$ | 2,537,311.62       | \$ | 5,598,474.86      | \$ | 2,420,587.68      | 0.075% |                   |
| Veritex Bank Money Market Account          | \$ 7,046,228.59                   | \$ | 7,046,228.59       | \$ | 7,049,186.48      | \$ | 7,046,228.59      | 0.19%  |                   |
| Regions Bank Fidelity Money Market Account | \$ 1,493,704.74                   | \$ | 1,493,704.74       | \$ | 1,492,623.06      | \$ | 1,493,704.74      | 0.08%  |                   |
| TexPool Accounts                           | \$ 47,438,180.53                  | \$ | 49,132,176.79      | \$ | 48,736,413.10     | \$ | 51,069,287.37     | 0.09%  |                   |
| Certificates of Deposit                    | \$ 14,138,609.64                  | \$ | 14,138,609.64      | \$ | 14,178,008.61     | \$ | 14,138,609.64     | 1.08%  |                   |
| Totals                                     | \$ 72,021,673.62                  | \$ | 74,348,031.38      | \$ | 77,054,706.11     | \$ | 76,168,418.02     |        |                   |
| Current Quarter Average Yeild              | Fiscal Year to Date Average Yeild |    |                    |    |                   |    |                   |        |                   |
| Total Portfolio .31%                       | Total Portfolio 0.31%             |    |                    |    |                   |    |                   |        |                   |

Interest Earnings

|                              |             |
|------------------------------|-------------|
| Quarterly Interest Income    | \$57,577.23 |
| Year to date Interest Income | \$57,577.23 |

Note: Bank balances represent pooled cash accounts. Cash balances are unaudited.

**Summary Statement  
City of Nacogdoches  
10/01/2020 – 12/31/2020**

|                              |               |
|------------------------------|---------------|
| Beginning Balance 10/01/2020 | \$74,347,565  |
| Ending Balance 12/31/2020    | \$76,168,418  |
| Increase/(Decrease)          | (\$1,820,853) |
| Total Interest               | \$ 57,577     |
| Avg Yield for Qtr            | .31%          |



# Certificates of Deposit

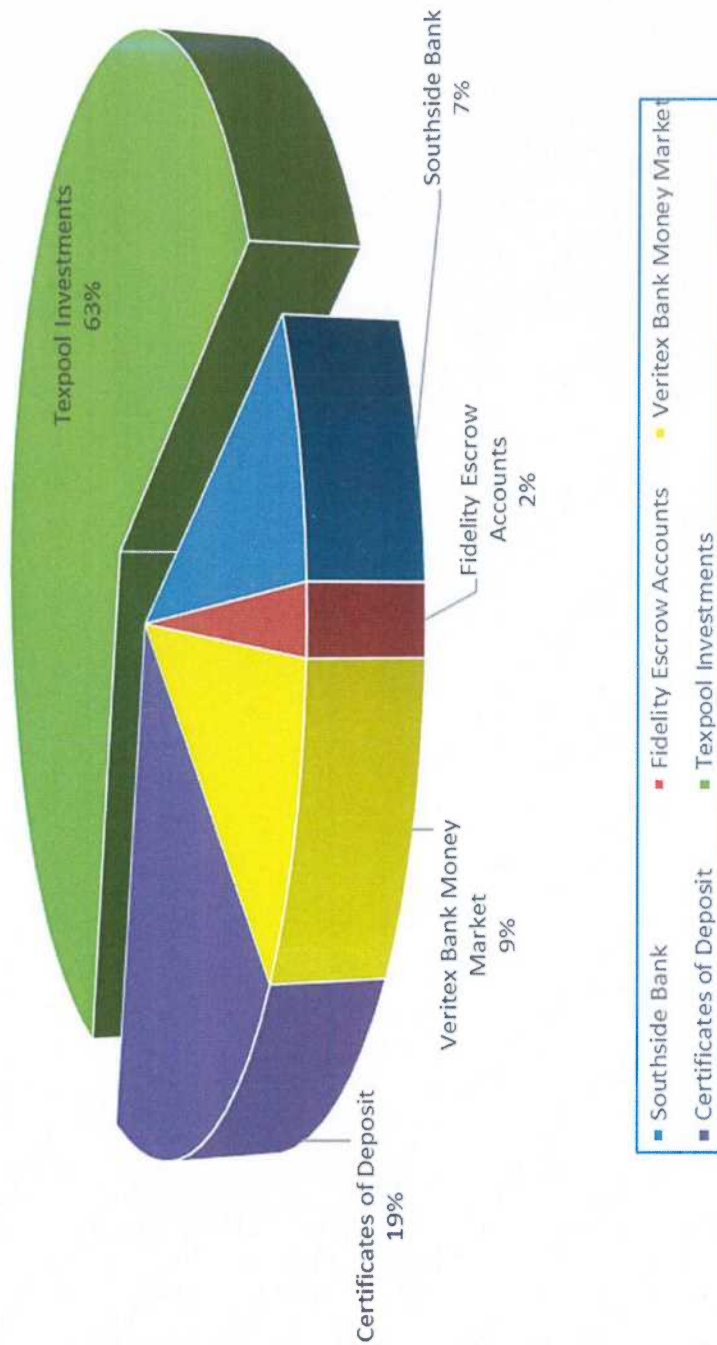
- Citizens State Bank \$2,000,000      0.75% APR      12 Month CD  
 Maturity Date - March 31, 2021  
 General Fund - \$2,000,000
- Austin Bank      \$2,000,000      2.13% APR      18 Month CD  
 Maturity Date – March 31, 2021  
 Utility Fund - \$2,000,000
- Austin Bank      \$2,000,000      2.33% APR      24 Month CD  
 Maturity Date – September 30, 2021  
 Sanitation Fund - \$2,000,000



# Certificates of Deposit

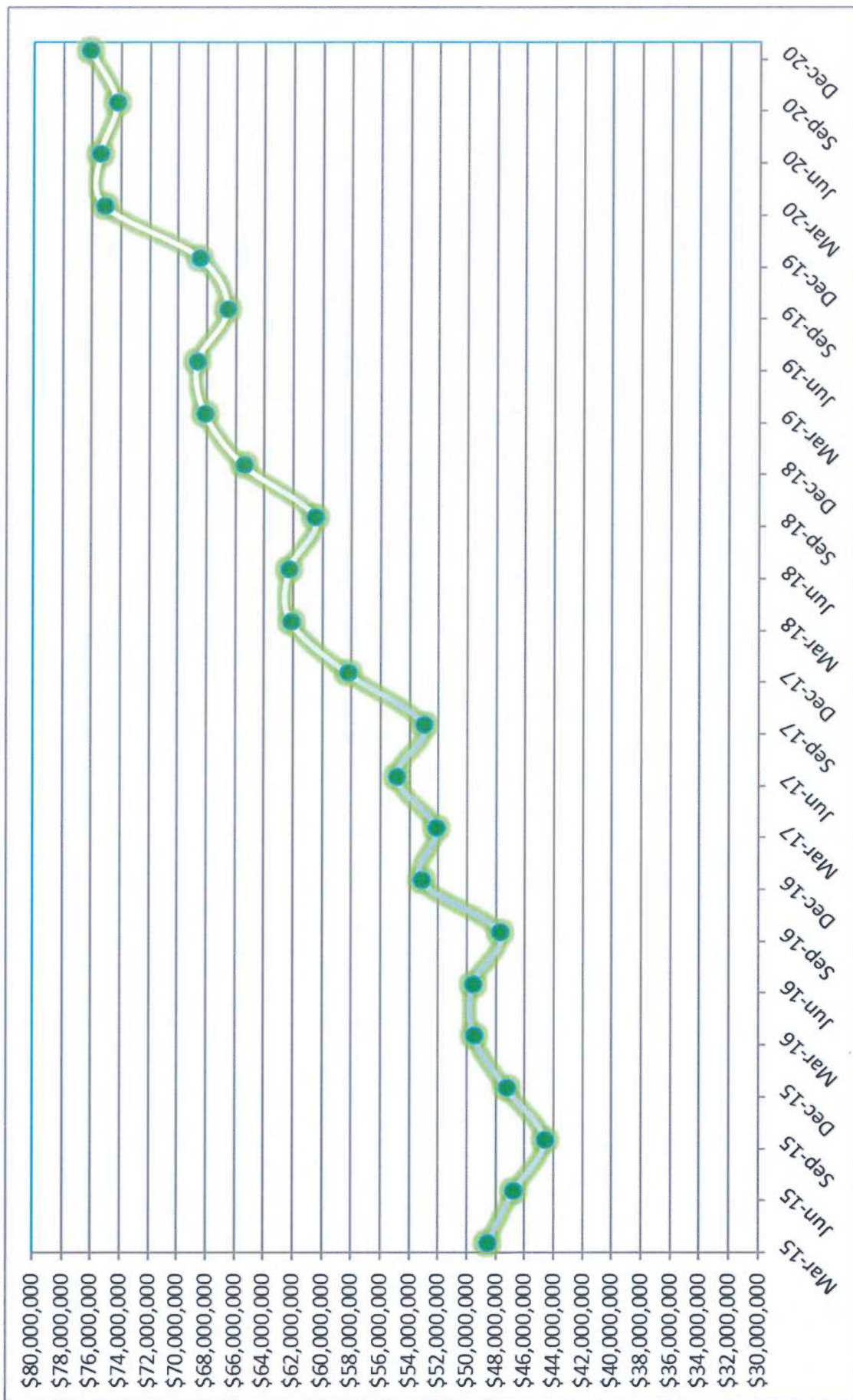
- Citizens State Bank \$2,000,000      0.60% APY      18 Month CD  
 Maturity Date – February 24, 2022  
 General Fund - \$2,000,000
- Citizens State Bank \$2,000,000      0.60% APY      21 Month CD  
 Maturity Date – May 24, 2022  
 Sanitation Fund - \$2,000,000
- Citizens State Bank \$2,000,000      0.60% APY      24 Month CD  
 Maturity Date – August 24, 2022  
 Sanitation Fund - \$2,000,000
- Citizens 1<sup>st</sup> Bank \$2,000,000      0.60% APR      24 Month CD  
 Maturity Date - August 27, 2022  
 General Fund \$1,000,000      Utility Fund - \$1,000,000

# Ending Book Value City of Nacogdoches December 31, 2020



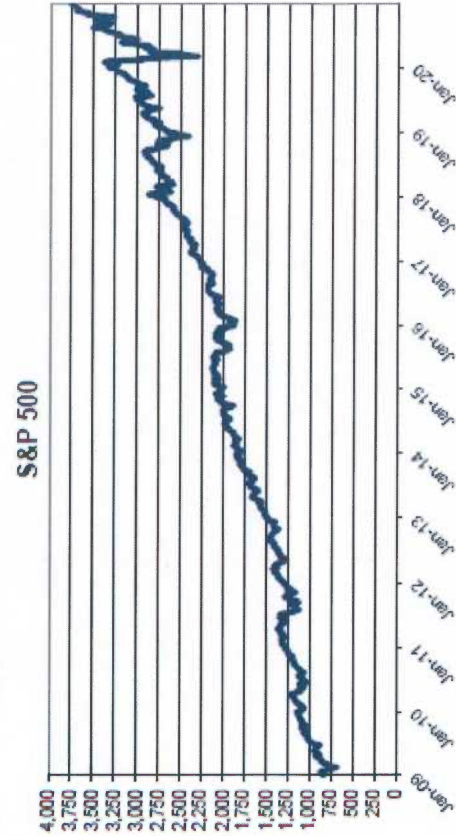
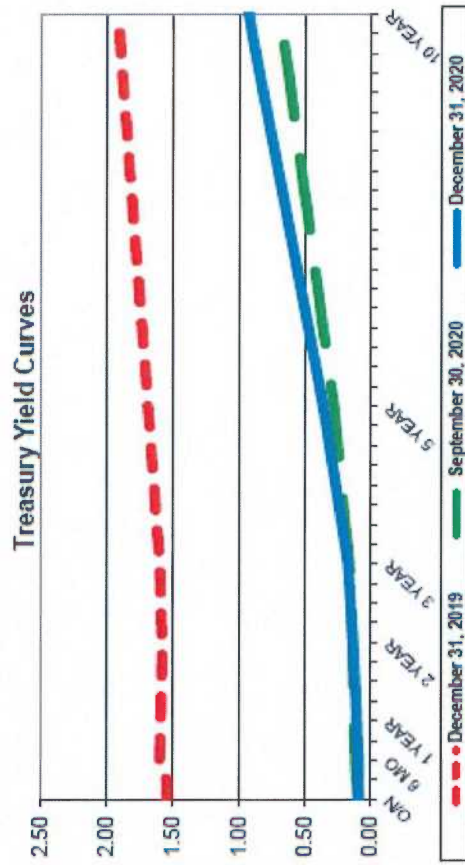
| Investment                | Value            | Rate   | % Total |
|---------------------------|------------------|--------|---------|
| Southside Bank            | \$ 5,598,474.86  | 0.075% | 7.27%   |
| Fidelity Escrow Accounts  | \$ 1,492,623.06  | 0.994% | 1.94%   |
| Veritex Bank Money Market | \$ 7,049,186.48  | 1.103% | 9.15%   |
| Certificates of Deposit   | \$ 14,178,008.61 | 1.805% | 18.40%  |
| Texpool Investments       | \$ 48,736,413.10 | 1.003% | 63.25%  |
| Total                     | \$ 77,054,706.11 |        | 100.00% |

# Portfolio Balance History City of Nacogdoches

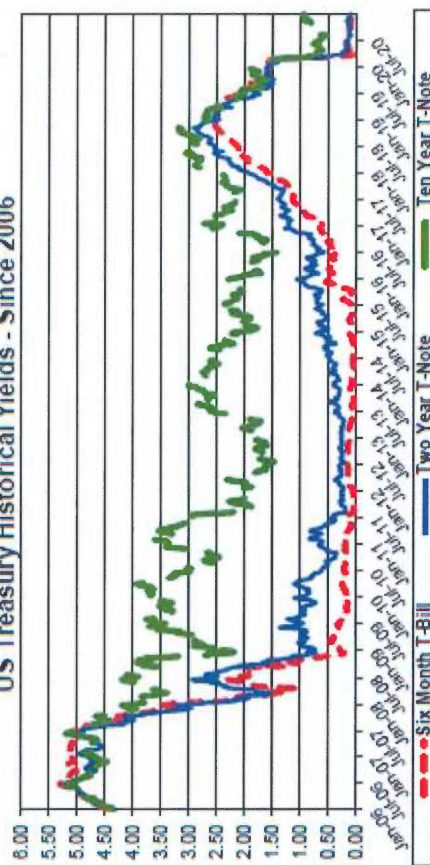




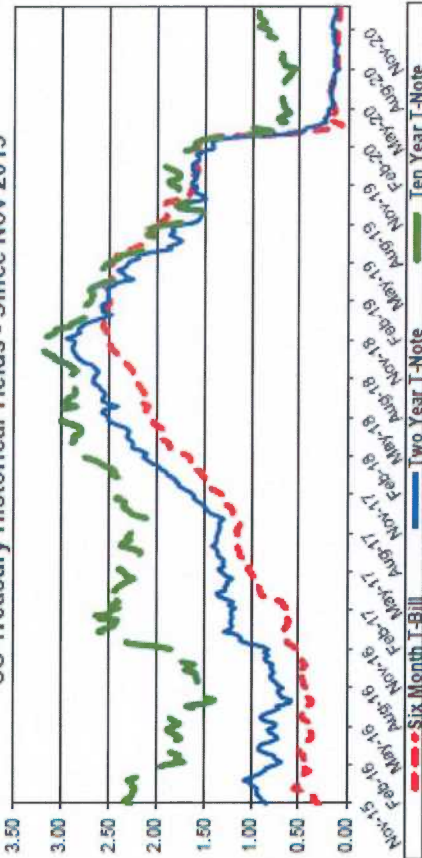
The Federal Open Market Committee (FOMC) maintained the Fed Funds target range at 0.00% to 0.25% (Effective Fed Funds are trading  $\pm 0.10\%$ ), and projected that reduced rates could remain into 2024. Second estimate of Third Quarter GDP was finalized at  $+33.4\%$ , but still remains  $3.5\%$  below pre-pandemic levels. Crude oil traded above \$50 per barrel. Employment/ Unemployment continues modest improvement. The Stock Markets reached new highs. Housing continues adding positive economic activity. Additional fiscal stimulus passed and was signed by the President. The Yield Curve steepened slightly from last quarter end.



US Treasury Historical Yields - Since 2006



US Treasury Historical Yields - Since Nov 2015





## City Council Meeting

Date: February 2, 2021

Agenda Item: 6.A.

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**PRESENTER:** Pam Curbow, Director of Finance

**ITEM/SUBJECT:** Receive Bond Market Update. (John Martin, Hilltop Securities)

**SUMMARY/BACKGROUND:** Presentation of current bond market and potential for future borrowing for capital projects.

**FINANCIAL:**

No financial impact associated with this item

**CITY CONTACT:** Pam Curbow, Director of Finance  
[curbowp@nactx.us](mailto:curbowp@nactx.us)  
936-559-2526

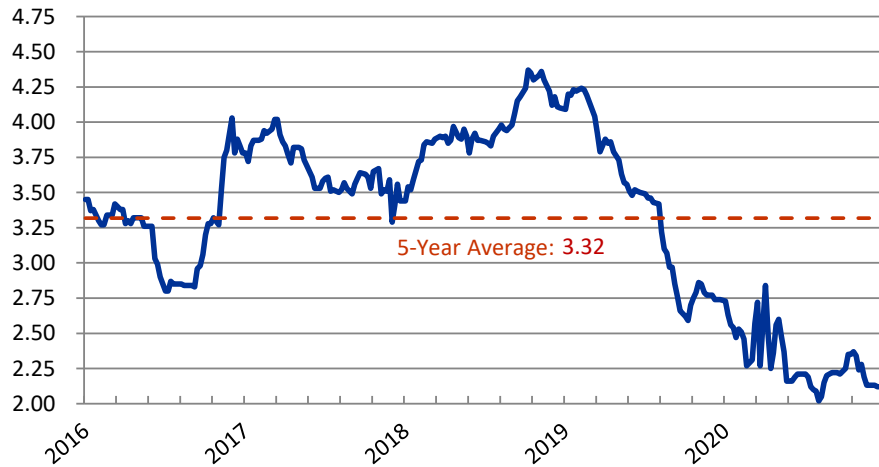
**ATTACHMENTS:** 1. January 2021 - Bond Market Update

# BOND MARKET UPDATE - JANUARY 2021

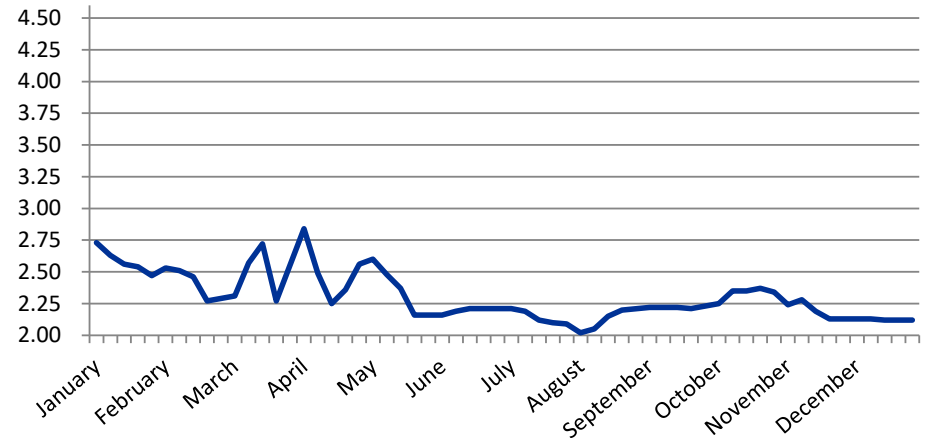
## BOND BUYER'S INDEX

(as detailed on reverse side)

### Past 5 Years



### Past 12 Months



## REPRESENTATION OF RECENT TEXAS BOND SALES

(as reported to the Municipal Advisory Council of Texas)

| Issuer           | Issue Size (000's) | Sale Date  | Bank Qualified? | S&P Rating | Credit Enhanced? | Call Date | Yield to Maturity for Bonds Maturing in: |        |        |        |        |
|------------------|--------------------|------------|-----------------|------------|------------------|-----------|------------------------------------------|--------|--------|--------|--------|
|                  |                    |            |                 |            |                  |           | 2025                                     | 2030   | 2035   | 2040   | 2045   |
| City of Alvarado | \$ 4,510           | 12/7/2020  | Yes             | AA         | No               | 8/15/2029 | 0.560%                                   | 1.282% | n/a    | 2.261% | n/a    |
| City of Seguin   | \$ 10,970          | 12/15/2020 | No              | AA         | No               | 9/1/2029  | 0.500%                                   | 1.383% | 1.773% | 2.051% | n/a    |
| City of Leander  | \$ 20,615          | 12/17/2020 | No              | AA         | No               | 8/15/2030 | 0.370%                                   | 0.970% | 1.832% | 2.194% | n/a    |
| Fort Bend County | \$ 21,620          | 12/8/2020  | No              | Aa1*       | No               | 3/1/2031  | 0.350%                                   | 0.930% | 1.810% | 2.191% | 2.402% |
| Hutto ISD        | \$ 33,615          | 12/1/2020  | No              | AAA        | PSF              | 8/1/2030  | 0.350%                                   | 0.940% | 1.817% | 2.170% | 2.409% |
| Angleton ISD     | \$ 28,510          | 12/8/2020  | No              | Aaa*       | PSF              | 2/15/2030 | 0.320%                                   | 0.880% | 1.467% | 1.869% | 2.000% |
| Lasara ISD       | \$ 2,395           | 12/10/2020 | Yes             | Aaa*       | PSF              | 2/15/2030 | 0.520%                                   | 1.010% | n/a    | 2.183% | n/a    |

\*Moody's

compliments of

**John Martin - Regional Managing Director - HilltopSecurities**

Phone: (214) 859-9447

E-mail: [john.martin@hilltopsecurities.com](mailto:john.martin@hilltopsecurities.com)



| MONTH     | WEEK | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 |
|-----------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|
| January   | 1    | 4.35 | 4.15 | 4.32 | 5.24 | 4.25 | 5.08 | 3.83 | 3.68 | 4.75 | 3.42 | 3.45 | 3.78 | 3.44 | 4.09 | 2.73 |
|           | 2    | 4.37 | 4.21 | 4.21 | 5.02 | 4.31 | 5.39 | 3.62 | 3.60 | 4.68 | 3.29 | 3.45 | 3.72 | 3.54 | 4.20 | 2.63 |
|           | 3    | 4.33 | 4.25 | 4.15 | 4.80 | 4.31 | 5.41 | 3.60 | 3.53 | 4.55 | 3.36 | 3.37 | 3.83 | 3.52 | 4.19 | 2.56 |
|           | 4    | 4.42 | 4.32 | 4.29 | 5.13 | 4.30 | 5.25 | 3.68 | 3.54 | 4.50 | 3.36 | 3.38 | 3.87 | 3.59 | 4.23 | 2.54 |
|           | 5    |      |      |      | 5.16 | 4.39 |      |      | 3.67 | 4.48 |      |      |      |      | 4.22 | 2.47 |
| February  | 1    | 4.43 | 4.31 | 4.39 | 4.96 | 4.36 | 5.25 | 3.60 | 3.68 | 4.46 | 3.49 | 3.30 | 3.87 | 3.72 | 4.23 | 2.53 |
|           | 2    | 4.42 | 4.21 | 4.33 | 4.89 | 4.34 | 5.29 | 3.70 | 3.72 | 4.46 | 3.60 | 3.27 | 3.88 | 3.73 | 4.24 | 2.51 |
|           | 3    | 4.41 | 4.17 | 4.47 | 4.89 | 4.38 | 5.10 | 3.65 | 3.74 | 4.44 | 3.62 | 3.27 | 3.94 | 3.84 | 4.23 | 2.46 |
|           | 4    | 4.36 | 4.19 | 4.66 | 4.87 | 4.36 | 4.95 | 3.69 | 3.74 | 4.38 | 3.62 | 3.34 | 3.92 | 3.86 | 4.19 | 2.27 |
| March     | 1    | 4.39 | 4.10 | 4.92 | 4.96 | 4.34 | 4.90 | 3.72 | 3.86 | 4.41 | 3.68 | 3.34 | 3.95 | 3.85 | 4.09 | 2.31 |
|           | 2    | 4.45 | 4.08 | 4.94 | 5.03 | 4.33 | 4.91 | 3.84 | 4.00 | 4.47 | 3.62 | 3.42 | 4.02 | 3.88 | 4.04 | 2.57 |
|           | 3    | 4.40 | 4.13 | 4.88 | 4.98 | 4.32 | 4.86 | 3.95 | 3.99 | 4.51 | 3.62 | 3.40 | 4.02 | 3.89 | 3.92 | 2.72 |
|           | 4    | 4.43 | 4.20 | 4.96 | 5.00 | 4.44 | 4.91 | 4.01 | 3.99 | 4.43 | 3.52 | 3.38 | 3.91 | 3.90 | 3.79 | 2.27 |
|           | 5    | 4.53 | 4.25 |      |      |      |      | 4.02 |      |      |      | 3.38 | 3.86 | 3.89 |      |      |
| April     | 1    | 4.56 | 4.26 | 4.90 | 4.92 | 4.44 | 5.00 | 4.08 | 3.96 | 4.44 | 3.49 | 3.28 | 3.83 | 3.90 | 3.88 | 2.84 |
|           | 2    | 4.57 | 4.29 | 4.61 | 4.92 | 4.45 | 5.04 | 3.97 | 3.93 | 4.32 | 3.49 | 3.30 | 3.77 | 3.85 | 3.85 | 2.49 |
|           | 3    | 4.59 | 4.24 | 4.62 | 4.78 | 4.43 | 5.06 | 3.90 | 3.89 | 4.32 | 3.45 | 3.28 | 3.71 | 3.87 | 3.86 | 2.25 |
|           | 4    | 4.59 | 4.26 | 4.68 | 4.57 | 4.37 | 4.98 | 3.86 | 3.90 | 4.33 | 3.52 | 3.32 | 3.82 | 3.97 | 3.79 | 2.36 |
|           | 5    |      |      |      |      |      | 4.86 |      |      |      | 3.62 |      |      |      |      | 2.56 |
| May       | 1    | 4.63 | 4.25 | 4.63 | 4.70 | 4.37 | 4.69 | 3.81 | 3.77 | 4.33 | 3.74 | 3.32 | 3.82 | 3.89 | 3.73 | 2.60 |
|           | 2    | 4.63 | 4.24 | 4.62 | 4.62 | 4.29 | 4.61 | 3.71 | 3.67 | 4.31 | 3.74 | 3.32 | 3.81 | 3.88 | 3.63 | 2.48 |
|           | 3    | 4.58 | 4.29 | 4.53 | 4.54 | 4.32 | 4.55 | 3.75 | 3.61 | 4.26 | 3.81 | 3.26 | 3.73 | 3.95 | 3.57 | 2.37 |
|           | 4    | 4.52 | 4.39 | 4.52 | 4.44 | 4.27 | 4.53 | 3.81 | 3.70 | 4.28 | 3.73 | 3.26 | 3.69 | 3.90 | 3.56 | 2.16 |
|           | 5    |      | 4.41 | 4.62 | 4.61 | 4.28 |      | 3.77 | 3.84 | 4.29 |      |      |      | 3.78 | 3.51 |      |
| June      | 1    | 4.57 | 4.54 | 4.59 | 4.71 | 4.28 | 4.51 | 3.92 | 3.93 | 4.37 | 3.81 | 3.26 | 3.61 | 3.88 | 3.48 | 2.16 |
|           | 2    | 4.48 | 4.64 | 4.69 | 4.86 | 4.37 | 4.49 | 3.95 | 4.16 | 4.37 | 3.87 | 3.03 | 3.53 | 3.92 | 3.52 | 2.19 |
|           | 3    | 4.58 | 4.63 | 4.76 | 4.86 | 4.40 | 4.49 | 3.95 | 4.37 | 4.36 | 3.79 | 2.99 | 3.53 | 3.87 | 3.51 | 2.21 |
|           | 4    | 4.68 | 4.60 | 4.83 | 4.79 | 4.40 | 4.46 | 3.95 | 4.63 | 4.29 | 3.80 | 2.90 | 3.53 | 3.87 | 3.50 | 2.21 |
|           | 5    | 4.71 |      |      |      |      |      |      |      |      |      | 2.85 | 3.58 |      |      |      |
| July      | 1    | 4.69 | 4.61 | 4.67 | 4.81 | 4.38 | 4.59 | 3.94 | 4.39 | 4.31 | 3.85 | 2.80 | 3.60 | 3.86 | 3.49 | 2.21 |
|           | 2    | 4.62 | 4.60 | 4.56 | 4.71 | 4.36 | 4.65 | 3.83 | 4.55 | 4.38 | 3.76 | 2.80 | 3.61 | 3.85 | 3.46 | 2.19 |
|           | 3    | 4.59 | 4.55 | 4.65 | 4.68 | 4.37 | 4.51 | 3.75 | 4.52 | 4.36 | 3.82 | 2.87 | 3.51 | 3.83 | 3.46 | 2.12 |
|           | 4    | 4.55 | 4.47 | 4.77 | 4.69 | 4.26 | 4.46 | 3.61 | 4.77 | 4.29 | 3.75 | 2.85 | 3.52 | 3.90 | 3.43 | 2.10 |
|           | 5    |      |      | 4.69 | 4.21 | 4.47 |      |      |      | 4.33 | 3.75 |      |      |      |      | 2.09 |
| August    | 1    | 4.49 | 4.51 | 4.74 | 4.65 | 4.16 | 4.19 | 3.66 | 4.70 | 4.31 | 3.75 | 2.85 | 3.50 | 3.95 | 3.42 | 2.02 |
|           | 2    | 4.45 | 4.59 | 4.75 | 4.65 | 4.06 | 3.97 | 3.75 | 4.73 | 4.24 | 3.69 | 2.85 | 3.52 | 3.98 | 3.22 | 2.05 |
|           | 3    | 4.39 | 4.74 | 4.67 | 4.58 | 4.03 | 3.83 | 3.80 | 4.80 | 4.21 | 3.73 | 2.84 | 3.57 | 3.95 | 3.10 | 2.15 |
|           | 4    | 4.34 | 4.81 | 4.64 | 4.53 | 3.88 | 4.09 | 3.76 | 4.91 | 4.17 | 3.79 | 2.84 | 3.53 | 3.94 | 3.07 | 2.20 |
|           | 5    |      | 4.70 | 4.68 |      |      |      | 3.72 | 4.96 |      |      |      | 3.51 | 3.96 | 2.97 |      |
| September | 1    | 4.30 | 4.57 | 4.62 | 4.37 | 3.86 | 4.14 | 3.73 | 5.03 | 4.09 | 3.82 | 2.84 | 3.49 | 3.98 | 2.97 | 2.22 |
|           | 2    | 4.34 | 4.46 | 4.54 | 4.33 | 3.92 | 4.05 | 3.79 | 4.93 | 4.14 | 3.82 | 2.83 | 3.56 | 4.06 | 2.85 | 2.22 |
|           | 3    | 4.30 | 4.51 | 5.03 | 4.20 | 3.89 | 4.07 | 3.72 | 4.66 | 4.17 | 3.78 | 2.96 | 3.60 | 4.15 | 2.76 | 2.22 |
|           | 4    | 4.21 | 4.48 | 5.23 | 4.04 | 3.83 | 3.85 | 3.67 | 4.53 | 4.11 | 3.71 | 2.98 | 3.64 | 4.18 | 2.66 | 2.21 |
|           | 5    | 4.23 |      |      |      |      | 3.93 |      |      |      |      | 3.06 |      |      |      |      |
| October   | 1    | 4.25 | 4.42 | 5.36 | 3.94 | 3.84 | 4.14 | 3.61 | 4.53 | 4.11 | 3.67 | 3.20 | 3.63 | 4.24 | 2.62 | 2.25 |
|           | 2    | 4.33 | 4.48 | 5.47 | 4.06 | 3.84 | 4.17 | 3.64 | 4.57 | 4.01 | 3.68 | 3.28 | 3.61 | 4.37 | 2.59 | 2.35 |
|           | 3    | 4.33 | 4.39 | 6.01 | 4.32 | 3.82 | 4.08 | 3.68 | 4.68 | 3.87 | 3.68 | 3.28 | 3.53 | 4.35 | 2.70 | 2.35 |
|           | 4    | 4.30 | 4.33 | 5.32 | 4.31 | 3.84 | 4.12 | 3.68 | 4.56 | 3.90 | 3.67 | 3.32 | 3.65 | 4.30 | 2.75 | 2.37 |
|           | 5    |      |      | 5.35 | 4.39 | 3.96 |      |      | 4.48 | 3.90 | 3.66 |      |      |      | 2.79 | 2.34 |
| November  | 1    | 4.18 | 4.40 | 5.24 | 4.41 | 4.02 | 4.02 | 3.67 | 4.56 | 3.98 | 3.69 | 3.27 | 3.67 | 4.33 | 2.86 | 2.24 |
|           | 2    | 4.19 | 4.54 | 5.14 | 4.40 | 4.24 | 4.02 | 3.55 | 4.64 | 3.98 | 3.74 | 3.52 | 3.49 | 4.36 | 2.85 | 2.28 |
|           | 3    | 4.17 | 4.53 | 5.13 | 4.35 | 4.72 | 4.09 | 3.41 | 4.60 | 3.93 | 3.65 | 3.75 | 3.52 | 4.30 | 2.79 | 2.19 |
|           | 4    | 4.14 | 4.45 | 5.39 | 4.33 | 4.60 | 4.07 | 3.37 | 4.61 | 3.94 | 3.65 | 3.80 | 3.51 | 4.26 | 2.77 | 2.13 |
|           | 5    | 4.04 | 4.39 |      |      |      |      | 3.29 |      |      |      |      | 3.59 | 4.22 |      |      |
| December  | 1    | 4.03 | 4.38 | 5.58 | 4.24 | 4.65 | 4.12 | 3.27 | 4.70 | 3.83 | 3.57 | 4.03 | 3.29 | 4.12 | 2.77 | 2.13 |
|           | 2    | 4.12 | 4.46 | 5.85 | 4.19 | 4.86 | 3.93 | 3.44 | 4.74 | 3.65 | 3.57 | 3.78 | 3.41 | 4.18 | 2.74 | 2.13 |
|           | 3    | 4.12 | 4.39 | 5.46 | 4.18 | 5.15 | 3.92 | 3.64 | 4.73 | 3.65 | 3.57 | 3.88 | 3.56 | 4.11 | 2.74 | 2.12 |
|           | 4    | 4.17 | 4.44 | 5.33 | 4.21 | 5.00 | 3.92 | 3.58 | 4.73 | 3.65 | 3.57 | 3.83 | 3.44 | 4.10 | 2.74 | 2.12 |
|           | 5    |      |      |      |      | 4.95 | 3.88 |      |      | 3.56 |      | 3.78 |      |      |      | 2.12 |

The Bond Buyer's 20-Bond Index is determined by a poll taken of several investment banks each week of the 20 year yield of outstanding general obligation bonds from a select group of municipalities across the nation with an average credit rating of "AA".



## City Council Meeting

Date: February 2, 2021

Agenda Item: 6.B.

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**PRESENTER:** Jan Vinson, City Secretary

**ITEM/SUBJECT:** Consider resolution calling the Regular Election of City Council Members for Northeast Ward, Northwest Ward and At-Large (Mayor) in and for City of Nacogdoches, Texas. (City Secretary)

**SUMMARY/BACKGROUND:** The Regular Election will be Saturday, May 1, 2021 to elect Northeast Ward Council Member, Northwest Ward Council Member and At-Large (Mayor).

Filing period for this election is January 13, 2021 through February 12, 2021. Early voting and Election Day voting will be held and conducted at Nacogdoches County Courthouse Annex in the Nacogdoches County Elections Office located at 203 West Main Street, Nacogdoches, Texas 75961. Early voting is April 19 through April 23, 2021 from 8 a.m. to 5 p.m. and April 26 through April 27, 2021 from 7 a.m. to 7 p.m. Election Day voting will be May 1, 2021 from 7 a.m. to 7 p.m.

The City of Nacogdoches will contract with Nacogdoches County Elections Office to provide election services which will include administrative services, scheduling election workers, polling place and providing voting system/ballots.

**FINANCIAL:**

Item is budgeted:

Account No.: 01.04.630.69

Account Name: *Election Services*

Amount: \$6,500 (approximately)

**CITY CONTACT:** Jan Vinson, City Secretary

[vinsonj@nactx.us](mailto:vinsonj@nactx.us)

936-559-2506

**ATTACHMENTS:**

1. Resolution Calling Election 2021
2. Notice of General Election



RESOLUTION CALLING FOR THE REGULAR ELECTION OF COUNCIL MEMBERS FOR  
NORTHEAST WARD, NORTHWEST WARD AND AT-LARGE (MAYOR) IN AND FOR THE  
CITY OF NACOGDOCHES, TEXAS.

BE IT RESOLVED BY THE CITY OF NACOGDOCHES, TEXAS:

I.

THAT a municipal election be held in the City of Nacogdoches, Texas, on Saturday, May 1, 2021 with polls open from 7:00 a.m. to 7:00 p.m. for election of three (3) members of City Council, being Council Member Northeast Ward, Council Member Northwest Ward and At-Large (Mayor) to succeed those Council Members whose terms expire when their successor is duly elected and qualified at a meeting of City Council following the date of the election.

II.

THAT applications shall be accepted in the office of the City Secretary, 202 E. Pilar Street, Room 320, beginning January 13, 2021 through February 12, 2021 from 8 a.m. to noon and 1 p.m. to 5 p.m. for said positions.

III.

THAT said election and early voting shall be held and conducted at Nacogdoches County Courthouse Annex in the Nacogdoches County Elections Office located at 203 West Main Street, Nacogdoches, Texas 75961 and the entire city shall constitute one (1) election precinct.

IV.

THAT Early Voting by personal appearance for this May 1, 2021 City Council Election will be conducted Monday, April 19, 2021 through Friday, April 23, 2021 from 8:00 a.m. to 5:00 p.m. daily, and Monday, April 26, 2021 through Tuesday, April 27, 2021 from 7:00 a.m. to 7:00 p.m. daily at the Nacogdoches County Elections Office located at 203 West Main Street, Nacogdoches, Texas 75961.

V.

THAT notice of said election shall be given as required by law.

PASSED AND APPROVED this the 2nd day of February 2021.

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Shelley Brophy, Mayor  
City of Nacogdoches

ATTEST:

---

Jan Vinson, City Secretary

Approved as to form:

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Robert Davis, City Attorney



**NOTICE OF GENERAL ELECTION**  
**May 1, 2021**

To Registered Voters of the City of Nacogdoches, Texas:  
(a los votantes registrados del Ciudad de Nacogdoches, Texas):

Notice is hereby given that the polling places listed below will be open from 7:00 a.m. to 7:00 p.m. on May 1, 2021 for voting in a general election to elect three (3) members of City Council being Council Member Northeast Ward, Council Member Northwest Ward and At Large Mayor.

(Notifíquese, por las presente, que las casillas electorales citadas adajo se abriran desde las 7 a.m. hast alas 7:00 p.m. el May 1, 2021 para votar en la Elleccion General para elegir tres (3) miembros del Concejo Municipal son Concejal del Distrito Noreste, Concejal del Distrito Noroeste y Alcalde General.)

**LOCATION OF POLLING PLACE:**

Nacogdoches County Courthouse Annex  
203 West Main Street, Room 113  
Nacogdoches, Texas 75961

**Early voting by personal appearance will be conducted each weekday at:**  
(La votación adelantada en persona se llevará a cabo de lunes a viernes en)

Nacogdoches County Courthouse Annex  
203 West Main Street, Room 113  
Nacogdoches, Texas 75961

Monday, April 19, 2021 through Friday, April 23, 2021 from 8:00 a.m. to 5:00 p.m. daily, and Monday, April 26, 2021 through Tuesday, April 27, 2021 from 7:00 a.m. to 7:00 p.m.

**Applications for ballot by mail shall be mailed to:**  
(Las solicitudes para boletas que se votarán en ausencia por correo deberán enviarse a:)

Nacogdoches County Courthouse Annex  
Elections Office  
203 West Main Street  
Nacogdoches, Texas 75961

**Applications for ballots by mail must be received no later than the close of business on April 20, 2021.**

(Las solicitudes para boletas que se votarán en ausencia por correo deberán recibirse para el fin de las horas de negocio el 20 de abril de 2021)

Issued this the 2nd day of February 2021.

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Mayor Shelley Brophy  
City of Nacogdoches



## City Council Meeting

Date: February 2, 2021

Agenda Item: 6.C.

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**PRESENTER:** Michael Donnell, I.T. Manager

**ITEM/SUBJECT:** Consider Request for Proposal (RFP) award and contract to Conterra Ultra Broadband, LLC for fiber optic internet and data circuits in the amount of \$76,260. (Information Technology Manager)

**SUMMARY/BACKGROUND:** Limitations on current bandwidth and infrastructure are not keeping pace with City internet and data services to our most populous remote facilities. Staff is seeking to award a contract based on a RFP to service data connections from City Hall to Waste Water Treatment Plant, Animal Services, Public Works and Recreation/ Library buildings.

This RFP also included 1gbps fiber internet access to City Hall to service all departments.

Of the 6 responses received, Conterra scored the highest and was the lowest bid per year with a 5 year commitment. The budgeted amount for this project is \$87,600 and Conterra's bid was \$76,260.

**FINANCIAL:**

Item is budgeted:

Budget account numbers and account names are attached

Total Amount: \$76,260

**CITY CONTACT:** Michael Donnell, Information Technology Manager  
[donnellm@nactx.us](mailto:donnellm@nactx.us)  
936-559-2532

**ATTACHMENTS:**

1. Budget Accounts
2. RFP Bidders
3. Conterra Contract
4. Conterra Proposal
5. Wide Area Network Solutions RFP

|                             | Account      | Department Total | Total Funds |
|-----------------------------|--------------|------------------|-------------|
| Animal Shelter              | 01.19.630.05 | \$12,000         | \$87,600    |
| Library                     | 01.21.630.05 | \$9,000          |             |
| Recreation                  | 01.22.630.05 | \$9,000          |             |
| Waste Water Treatment       | 30.39.630.05 | \$16,800         |             |
| Public Works                | 31.42.630.05 | \$16,800         |             |
| General Non Departmental    | 01.75.630.05 | \$8,000          |             |
| Utility Non Departmental    | 30.75.630.05 | \$8,000          |             |
| Sanitation Non Departmental | 31.75.630.05 | \$8,000          |             |

## Bidders

| CEO Tech     | Consolidated | Conterra | Granite     | Nitel      | TDC2       |
|--------------|--------------|----------|-------------|------------|------------|
| \$2,077,354* | \$88,632     | \$76,260 | \$156,255** | \$79,740** | \$974,503* |

\* Includes a 1 time buildout cost.

\*\* Granite provided 1 year term, Nitel 3 year term.

The RFP respondents included a mix of additional buildout costs, or different contract lengths.

CEO Tech and TDC2 pricing were buildout costs in addition to monthly costs for a 1st year.

Granite and Nitel pricing is at 3 year term.

## CITY OF NACOGDOCHES GENERAL SERVICE CONTRACT

This General Service Contract ("Contract") is dated \_\_\_\_\_, 2021 ("Effective Date"), by and between the **City of Nacogdoches**, a Texas Home-Rule Municipal Corporation (the "City"), and **Conterra Ultra Broadband, LLC** (the "Contractor"), for the following work: **Wide Area Network Solutions** as described in the Scope of Services attached as **Exhibit "A"**.

### ARTICLE I PAYMENT AND TERM

**1.1 Consideration.** In consideration for the services performed in the Scope of Services and Contractor's completion of work in conformity with this Contract, the City shall pay the Contractor an amount not to exceed **Seventy Six Thousand Two Hundred Sixty and 00/100 Dollars (\$76,260.00)** per year. In no event shall payment under this contract exceed appropriations made by City Council. CUSTOMER acknowledges and certifies that, for the duration of the Term, the interstate traffic (including Internet and international traffic) will constitute ten percent (10%) or less of the total traffic on the fiber network that has been provided by CONTERRA.

**1.2 Payment Application.** Within **seven (7)** calendar days of completion of the services the Contractor will submit its payment application to the City.

**1.3 City's Payment and Approval.** The City will pay Contractor as shown in **Exhibit "B"** Payment Schedule, for the services performed no later than **thirty (30)** calendar days from the date of the City's receipt of the payment application and the City's approval of the services.

**1.4 Term.** The initial term of the Contract is for five (5) years, which shall begin when the services commence (which is defined as; all circuits, pursuant to a valid "Notice to Proceed", are turned over and accepted).

**1.5 Executed Contract.** The "Notice to Proceed" will not be given nor shall any work commence until this Contract is fully executed and all exhibits and other attachments are completely executed and attached to the Contract.

### ARTICLE II CHANGE ORDERS

**2.1** Changes will not be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid, except upon the prior written order from authorized personnel of the City. The Contractor will not execute change orders on behalf of the City or otherwise alter the financial scope of the services except in the event of a duly authorized change order approved by the City as provided in this Contract.

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

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

(c) **Increase in Scope.** Any request by the Contractor for an increase in the Scope of Services and an increase in the amount listed in Article II of this Contract shall be made and approved by the City prior to the Contractor providing such services or the right to payment for such additional services shall be waived.

(d) **Dispute.** If there is a dispute between the Contractor and the City respecting any service provided or to be provided hereunder by the Contractor, including a dispute as to whether such service is additional to the Scope of Services included in this Contract, the Contractor agrees to continue providing on a timely basis all services to be provided by the Contractor hereunder, including any service as to which there is a dispute.

### **ARTICLE III INDEPENDENT CONTRACTOR AND SUBCONTRACTORS**

**3.1 Independent Contractor.** It is understood and agreed by the parties that the Contractor is an independent contractor retained for the services described in the Scope of Services. The City will not control the manner or the means of the Contractor's performance, but shall be entitled to a work product as in the Scope of Services. The City will not be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. This Contract does not create a joint venture.

**3.2 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. 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.

### **ARTICLE IV INSURANCE**

**4.1** The Contractor shall procure and maintain, at its sole cost and expense for the duration of this Contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services performed by the Contractor, its officers, agents, volunteers, and employees.



**4.2** The Contractor's insurance shall list the City of Nacogdoches, its officers, agents, volunteers, and employees as additional insureds. The Required Limits of Insurance are attached in **Exhibit "C"**. Certificates of insurance evidencing the required insurance policies are attached in **Exhibit "D"**.

## **ARTICLE V INDEMNIFICATION AND RELEASE**

**5.1 Indemnification.** The Contractor shall indemnify, hold harmless, and defend the City, its officers, agents, volunteers, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the Contractor under this Contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Contractor, or any third party.

**5.2 Release.** The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, volunteers, 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 and any loss of or damage to any property that is caused by, 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 regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Contractor, or any third party.

## **ARTICLE VI GENERAL TERMS**

**6.1 Performance.** Contractor, its employees, associates, or subcontractors shall perform all the services described in the Scope of Services in a professional manner and be fully qualified and competent to perform those services. Contractor shall undertake the work and complete it in a timely manner.

**6.2 Termination.** The City may terminate the Project and this Contract, at any time, for convenience. In the event of such termination the City will notify the Contractor in writing and the Contractor shall cease work immediately. Contractor shall be compensated for the services performed. Should the City terminate this Contract for convenience, the City shall pay Contractor for the services performed and expenses incurred before the date of termination.

**6.3 Venue.** This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Nacogdoches County, Texas.

**6.4 Amendment.** This Contract may only be amended by written instrument approved and executed by the parties.

**6.5 Taxes.** The City is exempt from payment of state and local sales and use taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resell the aforementioned materials to the City without paying the tax on the materials at the time of purchase.

**6.6 Compliance with Laws.** The Contractor will comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to 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.

**6.7 Boycott.** 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.

**6.8 Waiver of Terms.** No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.

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

**6.10 Invalid Provisions.** If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**6.11 Entire Agreement.** This Contract represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

**6.12 Agree to Terms.** The parties state that they have read the terms and conditions of this Contract and agree to the terms and conditions contained in this Contract.

**6.13 Effective Date.** This Contract will be effective when it is signed by the last party making it fully executed.

**6.14 Notice.** Any official notice under this Contract will be sent to the following addresses:

City of Nacogdoches  
Attn: City Manager  
PO BOX 635030  
202 East Pilar Street  
Nacogdoches, TX 75961

CONTRACTOR  
Attn: Keith Lloyd  
2101 Rexford Rd Suite 200E  
Charlotte, NC 28211  
klloyd@conterra.com

**6.15 Severability.** In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and in lieu of each provision that is invalid, illegal or unenforceable, there shall be added a new provision to this Contract as similar in terms to such invalid, illegal, or unenforceable provision as may be possible and yet be valid, legal and enforceable, by means of good faith negotiation by the Parties to this Contract or by reform by a court of competent jurisdiction.

**6.16 Duplicate Originals.** The parties may execute this Contract in duplicate originals, each of equal dignity.

**6.17 Exhibits.** All exhibits to this Contract are incorporated and made part of this Agreement for all purposes.

**List of Exhibits**

- A.** Scope of Services
- B.** Payment Schedule
- C.** Insurance Requirements
- D.** Certificates of Insurance

**Conterra Ultra Broadband, LLC**

**CITY OF NACOGDOCHES**

By:  \_\_\_\_\_

Printed Name: Shane Turley

Title: Executive Vice President, General Counsel

Date: 1/22/2021

By: \_\_\_\_\_

City Manager

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

## Request for Proposal



RFP No. 21-10-109  
Wide Area Network Solutions

**Presented to:**  
**City of Nacogdoches, TX**

**Original Response**

***November 20, 2020***

### **Proposal Validity Period**

The information and pricing contained in this proposal is valid for a period of **180** days from the date on the proposal cover page unless extended in writing by Conterra Ultra Broadband, LLC.

### **Terms and Conditions**

Unless otherwise stated herein, this proposal is conditioned upon negotiation of mutually acceptable terms and conditions.

### **Copyright Notice and Statement of Confidentiality**

*Conterra Ultra Broadband, LLC, Conterra Limited Communications, Conterra Networks, Detel Wireless, LLC, Network USA, LLC, BroadPlex, LLC, Tim Ron Enterprises, Conterra Wireless Broadband and Conterra Ultra Broadband of California and all other Conterra marks contained herein are trademarks of Conterra and or affiliated companies. The contents of this document are unpublished, proprietary, and confidential and may not be copied, disclosed, or used, in whole or part, without the express written permission of Conterra Ultra Broadband, LLC or affiliated companies, **except to the extent required by law and insofar as is reasonably necessary to review and evaluate the information contained herein.***

## CORPORATE INFORMATION

|                                                                                                                                                                                              |                                                                                                                                                                     |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Contract Authority</b></p> <p><b>Adrian Garcia</b><br/>VP Enterprise Sales &amp;<br/>Marketing<br/>915-345-9011<br/><a href="mailto:agarcia@conterra.com">agarcia@conterra.com</a></p> | <p><b>Contract Authority</b></p> <p><b>Keith Lloyd</b><br/>Area Sales Manager<br/>903-212-2506<br/><a href="mailto:klloyd@conterra.com">klloyd@conterra.com</a></p> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|

### Corporate Offices

**2101 Rexford Rd, Suite 200E  
Charlotte, North Carolina 28211  
704-936-1800**

### Regional Offices

|                                                                                           |                                                                                          |                                                                                       |
|-------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| <p><b>119 W. Tyler St.,<br/>Suite 200<br/>Longview, TX<br/>75601<br/>903-230-9777</b></p> | <p><b>2800 Youree<br/>Drive #369-A<br/>Shreveport, LA<br/>71104<br/>318-585-7000</b></p> | <p><b>1525 Common<br/>Drive, Ste B<br/>El Paso, TX<br/>79936<br/>915-308-9705</b></p> |
|-------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|

**Conterra Ultra Broadband, LLC  
Incorporated 2001, South Carolina LLC**

**Federal ID # 582615152  
Full-Time Employees - ~291  
D&B # 61-944-9726  
Texas CLEC # 60900**

## Table of Contents

### **Section A: References**

### **Section B: Project Experience and Qualifications**

### **Section C: Project Design**

### **Section D: Rates & Expenses**

### **Section E: Project Timeline**

### **Section F: Comments/Change Requests to Standard Form of Agreement**

### **Section G: Certification and Acknowledgement Page**

### **Section H: Appendices**

- PUC of Texas
- Texas State Registration
- Certificate of Liability Insurance
- W-9
- Form 1295

## Letter of Transmittal

November 20, 2020

City of Nacogdoches – Finance Department  
202 East Pilar St., Suite 344  
Nacogdoches, TX 75961

### **RE: RFP No. 21-10-109, Wide Area Network Solutions**

Thank you for the opportunity to respond to your solicitation for Wide Area Network and Internet Solutions as outlined in the above referenced RFP number.

Conterra Ultra Broadband, LLC is a premier provider of Private Wide Area Networks and Broadband Services. As a national provider of facilities-based broadband services for municipalities, library, and K-12 entities, Conterra has provided Internet Service and Wide Area Networks for Government, Healthcare, Cellular Carriers, Telcos, Schools, Libraries, and Enterprise customers in 22 states.

Conterra specializes in providing dedicated managed optical fiber solutions for municipalities and multi-site K-12 Networks that include the system design, engineering, deployment, service, maintenance, and on-going monitoring of the network.

### **The Proposed Offerings**

1. Internet Access  
Dedicated Internet Service at 1Gbps to be deployed at 202 E. Pilar Street, Nacogdoches, TX (City Hall), 15-20 public facing Ips to be included.
2. Layer 2 Wide Area Network Service to be delivered over fiber for four (4) Remotes listed below.

|         |                                                       |
|---------|-------------------------------------------------------|
| 100Mbps | Remote #1 – 1112 North Street, Nacogdoches, TX        |
| 100Mbps | Remote #2 – 3628 S. Rayburn Drive, Nacogdoches, TX    |
| 100Mbps | Remote #3 – 3211 Southwest Stallings, Nacogdoches, TX |
| 100Mbps | Remote #4 – 3812 Northwest Stallings, Nacogdoches, TX |

Circuits to home to City Hall with individual 100Mbps or a single 1Gbps aggregated handoff - optical or copper.



**Terms and Conditions**

- Thirty-six (36) month, and Sixty (60) month contract terms with (2) optional 1-Year voluntary renewals.

Should you require any clarification or further explanation regarding our response, we are more than happy to make ourselves available to you.

Regards,



**Adrian Garcia**  
**VP Enterprise Sales & Marketing**  
**915-345-9011**  
[agarcia@conterra.com](mailto:agarcia@conterra.com)

## Section A: Executive Summary and References

### Conterra Broadband Services Overview

Conterra is a national provider of dedicated managed optical fiber solutions for municipalities and multi-site K-12 Networks that include the system design, engineering, deployment, service, maintenance, and on-going monitoring of the network.

Conterra has an extensive twenty-year history of service expertise in fiber-optic based, high-reliability data transport network design, engineering, construction, service implementation and delivery. We provide unparalleled service and support for clients in Texas and twenty-one (21) other states. We are the preeminent provider of Private Fiber Wide Area Network for the K-12 community in Texas.

Conterra is a facilities-based Competitive Local Exchange Carrier (CLEC) certificated by the Texas Public Utilities Commission as a Competitive Local Provider (CLP) to provide telecommunication services throughout the state of Texas (CLEC #60900). The company maintains regional offices throughout the state.

### Vendor Qualifications

CONTERRA ULTRA BROADBAND, LLC, is a licensed Competitive Local Exchange Carrier (CLEC) and a Tier 2 Internet Service Provider (ISP).

CONTERRA's primary business is wide area connectivity, fiber optics installation, internet service, video conferencing and VoIP phone systems.

Conterra's Network Operations organization provides network maintenance, which includes surveillance, troubleshooting, and resolution through its state-of-the-art 24 X 7 X 365 Network Operation Center (NOC) at our corporate headquarters in Charlotte, NC with back-up operations in Hessmer, LA.

### Office Locations

Headquarters:

2101 Rexford Road, Ste 200E, Charlotte, NC 28211

Regional Offices:

Longview- 119 W. Tyler St., Ste 200, Longview, TX 75601

Shreveport- 2800 Youree Dr., # 369A, Shreveport, LA 71104

Hessmer- 3300 Main Street, Hessmer, LA 71341

El Paso- 1525 Common Dr, Ste B, El Paso, TX 79936

## Organization and Staffing

## Network Operations

Conterra's Network Operations organization provides network maintenance, which includes surveillance, troubleshooting, and resolution through its state-of-the-art 24 X 7 X 365 Network Operation Center (NOC) at our corporate headquarters in Charlotte, NC with back-up operations in Hessmer, LA. The NOC continuously monitors the network equipment, service health, and performance of the Conterra network, responds to network events and service degradations, dispatches local Conterra field technicians, and informs customers of service issues.

In addition, the Network Operations group also provides technical support for customers through a staff of Technical Support Representatives on a 24 X 7 X 365 basis.

The NOC maintains a staff of engineers and technicians that are trained in an array of networks, elements, and technologies in the Conterra network (Ethernet, Sonet, TDM, Internet Access, VoIP, Firewalls, etc.). Conterra engineers have earned many industry certifications, including: MEF Metro Ethernet Forum, CCIE (Cisco Certified Internetwork Expert), Cisco Certified Network Associate (CCNA), Cisco Certified Network Professional (CCNP), Microsoft Certified Systems Engineer (MCSE), A+, Network+, and other certifications in specific vendor equipment.

The Conterra NOC provides the following automated management functions:

- **Continuous Network Monitoring 24 X 7 X 365** of all critical components delivering proactive monitoring, notification, web-based reporting and automated service restoration of the network.
- **Configuration Management** provides remote automatic configuration of networks and manages any changes or upgrades to the network.
- **Fault Management** contains functions for acquisition, presentation, and storage of alarms and events from the network.
- **Security Management** handles security within the NOC accessing control over the network elements.
- **Performance Monitoring** of all network metrics.

Our Ethernet services are delivered over our dedicated carrier-class equipment and highly reliable dedicated fiber circuits. Our around the clock network monitoring is performed to detect circuit faults and proactive measures are taken to restore upon notification. Conterra maintains a comprehensive database of all relevant information associated with our fiber routes and equipment is maintained to ensure prompt identification and appropriate response to all maintenance situations.

## Conterra Customer Call Handling

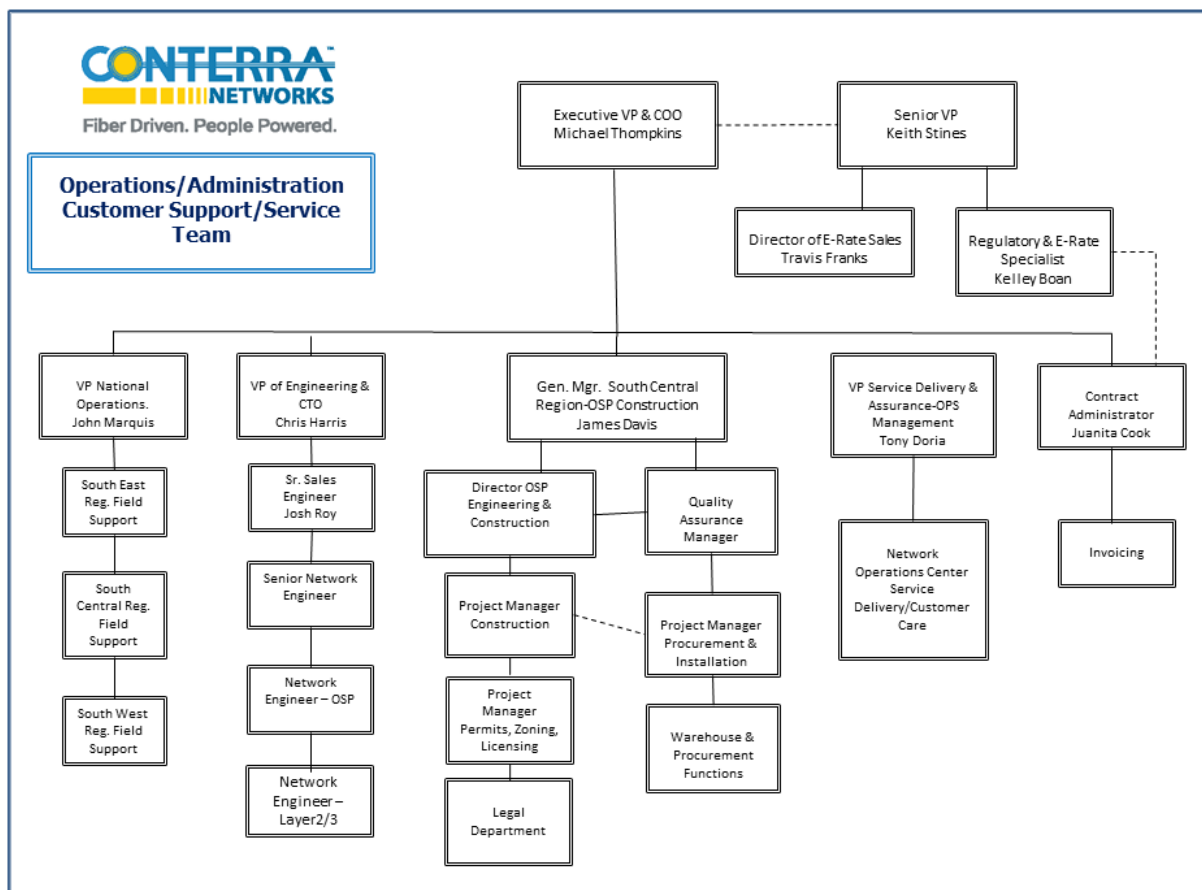
The Conterra Network Operations Center ("NOC") provides proactive support for all customers through a professionally staffed help desk; 24 X 7 x 365.

We can be reached two ways:

- The toll-free Conterra NOC number is [800-634-1374](tel:800-634-1374).
- Through our web portal at [WWW.CONTERRA.COM](http://WWW.CONTERRA.COM).
- By E-Mail: [Support@conterra.com](mailto:Support@conterra.com) or [NOC@conterra.com](mailto:NOC@conterra.com)

## ***SERVICE OUTAGE PROCESS***

| Priority Level            | Criteria                                                                                                          | Response Time                                                             | MTTR Goal         | Ticket Updates                   |
|---------------------------|-------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------|-------------------|----------------------------------|
| <b>Level 1 "Critical"</b> | a. Total Loss of Service<br>b. Service disruption to the point of where the Customer is unable to use the service | 15 minutes to respond to customer with a trouble ticket # and information | Less than 4 hours | Constantly as milestones are met |
| <b>Level 2 "Major"</b>    | Service degraded but usable                                                                                       | 15 minutes to respond to customer with a trouble ticket # and information | Less than 4 hours | Constantly as milestones are met |
| <b>Level 3 "Minor"</b>    | A problem that does not impact Service                                                                            | On an alert from the Customer                                             |                   | As milestones are met            |



### Keith W. Stines Senior Vice President

Keith Stines has more than 30 years of project management and telecommunications experience. He began his career in the commercial construction industry as a project manager for a large, regional general contracting firm in the Carolinas. After serving as senior project manager for one of the larger construction companies in coastal South Carolina, he opened his own construction company in 1985, establishing one of the first design/build commercial construction businesses in Myrtle Beach. He continued to own and operate that company for 15 years.

In 1990, Keith founded an associated business, specifically focused on construction and development services for the cellular industry. Providing turnkey acquisition, permitting, site planning, and construction services for more than 1,500 cell sites, he led that company as it grew to operate in 23 states with 16 different wireless carriers and infrastructure providers.

In 2001, with 15 years of experience as an owner/operator of start-up businesses, Keith relied on his acquired knowledge of the wireless communications industry and was instrumental in founding Conterra. He continues to serve a key role in developing Conterra's operations strategy.

**Michael L. Tompkins**  
**Executive VP and Chief Operations Officer**

Mr. Tompkins has over 22 years of experience in the telecommunications industry, leading operations, engineering, construction, sales and marketing teams at the executive leadership level. He leads the engineering, operations, project management and IT organizations and has overall responsibility for service delivery and support.

Mr. Tompkins worked at Oxford Networks for nearly 20 years, primarily holding the position of Executive Vice President of Operations where he had overall responsibility for network operations, construction, engineering, customer service, managed service operations, data center operations, facilities and safety. Mr. Tompkins also held the position of Senior Vice President of Operations at FirstLight Fiber before joining Conterra.

Mr. Tompkins served 4 years in the United States Air Force, which included duty stations in Germany, Nevada and Saudi Arabia in support of Desert Shield and Desert Storm.

**James Davis**  
**VP OSP Engineering & Construction**

James Davis is the Vice President of the Outside Plant Engineering and Construction division of Conterra. In this role, James is leading the challenge to create company standards across multiple regions that include the multiple previous acquisitions. As the manager of the largest capital expenditure budget within Conterra, James is leading the charge to create synergies with purchasing and finance that will drive better capital efficiencies in the construction processes.

Prior to joining Conterra, James was the President of Network USA and SunAmerica Communications of Lafayette, LA. As President of Network USA and SunAmerica, James guided the day to day activities of the operation of the companies as well as managed the sales and financial aspects. James has been in the telecommunications field in a capacity of analyst, engineer, sales and management since graduating from Texas A&M University in 1990 with a BS in Engineering Technology.

**Chris Harris, P.E.**  
**VP of Engineering Chief Technology Officer**

Mr. Harris has 15 + years of experience in Network Architecture, Construction & Operation. Mr. Harris is accountable for Network Layer 1-3 Architectures, RF Planning and Customer Service Level Integrity. Mr. Harris is responsible for the overall network design and engineering.

Mr. Harris is a licensed Professional Engineer and a graduate of University of Idaho in Electrical Engineering.

**Boyd Gregory**  
**Senior Network Engineer**

Mr. Gregory will interface with the city's technical and information technology staff to integrate the Conterra network with the city's local area networking infrastructure. Additionally, his role of Network Architect will include:

- IP and Ethernet design & Integration of WAN to LAN infrastructure

Mr. Gregory is a senior level Network Engineer with 20+ years of experience in designing enterprise class networks. Post 9/11, Mr. Gregory leveraged his expertise within the banking and financial industries. Prior to Conterra Ultra Broadband, Mr. Gregory was a senior engineer employed by Xerox managing network assets spanning North America, Europe, India, and the Caribbean.

Mr. Gregory received his Bachelor of Science degree from Mississippi State University. He holds certifications as a Cisco Certified Network Professional (CCNP R&S) and a Metro Ethernet Forum Carrier Ethernet Certified Professional (MEF-CECP). Boyd is an active member of the Charlotte Cisco Users group.

### **David Warden**

#### **Vice President Network Deployment**

Mr. Warden has the overall responsibility for delivering the network service. His roles and responsibility include:

- Deliver the required functionality
- Meet the quality specifications
- Deliver on schedule

Mr. Warden has 30+ years of technical experience in the Telecommunications and Information Technology field. Warden is responsible for the overall project implementation. He has developed and deployed thousands of miles of fiber infrastructure across the State of North Carolina, and thousands more across the southeastern United States. Additionally, David is recognized as a leader in developing collaborative partnerships and opportunities involving numerous service providers, energy companies, and enterprise entities.

Warden was the Senior Director for the build out of the nearly 2,000-mile MCNC/Golden Leaf Statewide fiber network. As Senior Director, his involvement included participating in and overseeing all aspects of the fiber project, which was completed on time and on budget. He was the primary interface with all CAIs including K-12, colleges and universities, healthcare, municipal entities, and service providers.

Prior to Conterra, David worked at MCNC, PalmettoNet, DukeNet Communications, FPL/Fiber, BTI, and MCI. At these companies, David gained experience with fiber-optic design for both long-haul and metro networks, as well as the design of SONET, DWDM, and Ethernet equipment. He managed a team of engineers with the responsibility for the planning, design, and construction of customer builds and network expansion.

### **John Marquis**

#### **Vice President of National Operations**

Mr. Marquis is the responsible for the operations and maintenance of Conterra's nationwide broadband and backhaul networks. Mr. Marquis role will be to ensure the on-going health and maintenance of the network.

His career has included 29 years of operational experience for major carriers and competitive local exchange carriers (CLEC). Mr. Marquis has been responsible for all aspects of Conterra's telecommunications operations including, Inside and Outside Fiber engineering and installation, Municipal Approvals, Central Office installation and Maintenance as well as all Field Service activities.

Mr. Marquis' employment history includes: MCI- Network Operations Manager, KMC- Operations/Maintenance Officer, TelCove- Quality Control Officer, and Level 3- Operations.

**Senior Special Programs****Manager Kelley Boan**

Mr. Boan will interact with the city daily as the Senior Special Programs Manager. Mr. Boan has over 30 years of experience with high technology and communications companies specializing in management of complex business relationships, project management, regulatory issues, joint venture formation, competitive analysis and business development.

Mr. Boan holds a Masters in Communications Management from The Annenberg School of the University of Southern California and post-graduate work at the Centre for Telecommunications Studies at the Stockholm School of Economics and Columbia University.



## References

| <b>Customer Name<br/>Address<br/>City, State, Zip</b>              | <b>Customer Contact Name<br/>E-mail<br/>Phone Number</b>                                                                                                                  | <b>Project<br/>Description<br/>Dollar Amount</b>                                                               | <b>Date of Project<br/>Completion</b> |
|--------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|---------------------------------------|
| City of Marshall, TX<br>401 S. Alamo<br>Marshall, TX 75670         | Randy Pritchard<br>Superintendent-Building Services/IT<br><a href="mailto:pritchard.randy@marshalltexas.net">pritchard.randy@marshalltexas.net</a><br>Phone: 903-934-7920 | Fiber Optic Ethernet<br>1 Gbps P2P<br>200Mbps DIA<br>PRI<br>11 Locations<br>Total Contract<br>Value: \$468,000 | 2012                                  |
| Gregg County<br>101 E. Methvin, Suite<br>101<br>Longview, TX 75601 | Derold Miller<br>Director of Information Technology<br><a href="mailto:derold.miller@co.gregg.tx.us">derold.miller@co.gregg.tx.us</a><br>Phone: 903-236-8436              | Fiber Optic Ethernet<br>10Mbps<br>100Mbps DIA<br>PRI<br>14 Locations<br>Total Contract<br>Value: \$990,000     | 2012                                  |
| SUPERNet<br>11937 US Highway 271<br>Tyler, TX 75708                | Patricia Maddox<br>SUPERNet Coordinator<br><a href="mailto:supernet@woisd.net">supernet@woisd.net</a><br>Phone: 903-738-1531                                              | Fiber Optic<br>10 Gbps DIA<br>1 Location<br>Total Contract<br>Value: \$191,700                                 | 2020                                  |
| ESC Region- 15<br>612 S. Irene<br>San Angelo, TX 76903             | Randon Lance<br>Director of Network Services<br><a href="mailto:randon.lance@esc15.net">randon.lance@esc15.net</a><br>Phone: 325-658-6571 ext. 4081                       | Fiber Optic Ethernet<br>36 Independent<br>School Districts<br>Total Contract<br>Value: \$40,000,000            | July, 2020                            |

## Texas K-12 Customers

BALLINGER INDEP SCHOOL DISTRICT  
 COMMUNITY INDEP SCHOOL DISTRICT  
 DESOTO INDEP SCHOOL DISTRICT  
 EDGEWOOD INDEP SCHOOL DISTRICT  
 EL PASO INDEP SCHOOL DISTRICT  
 FORT WORTH INDEP SCH DISTRICT  
 JUDSON INDEP SCHOOL DISTRICT  
 MANSFIELD INDEP SCHOOL DIST  
 NORTHSIDE INDEP SCHOOL DIST  
 S & S C.I.S.D.  
 SOCORRO INDEP SCHOOL DISTRICT  
 SOUTH SAN ANTONIO IND SCH DISTRICT  
 TOM BEAN INDEP SCHOOL DISTRICT  
 TYLER INDEP SCHOOL DISTRICT  
 EDUCATION SERV CTR-REGION 7  
 KILGORE INDEP SCHOOL DISTRICT  
 LEVERETTS CHAPEL SCHOOL DISTRICT  
 LONGVIEW INDEP SCHOOL DISTRICT  
 MARSHALL INDEP SCHOOL DISTRICT  
 PANOLA CHARTER SCHOOLS  
 HOOKS INDEP SCHOOL DISTRICT  
 LIBERTY-EYLAU INDEP SCH DISTRICT  
 TEXARKANA INDEP SCHOOL DISTRICT  
 NETXV (ESC 15) Member ISDs

Bangs ISD  
 Blanket ISD  
 Brady ISD  
 Bronte ISD  
 Brookesmith ISD  
 Brownwood ISD  
 Christoval ISD

### NETXV (ESC 15) Member ISDs - Continued

Coleman ISD  
 Comstock ISD  
 Crockett County CCSD  
 Early ISD  
 Eden ISD  
 Grape Creek ISD  
 Iron County ISD  
 Mason ISD  
 May ISD  
 Menard ISD  
 Miles ISD  
 Nueces Canyon CISD  
 Olfen ISD  
 Paint Rock ISD  
 Panther Creek ISD  
 Richland Springs ISD  
 Robert Lee ISD  
 Rochelle ISD  
 Rocksprings ISD  
 San Saba ISD  
 Sanora ISD  
 Santa Anna ISD  
 Schleicher County ISD  
 Sonora ISD  
 Sterling City ISD  
 TLC Academy  
 Veribest ISD  
 Wall ISD  
 Water Valley ISD  
 Zephyr ISD

## Section B: Project Experience

### 1 Three (3) Similar Projects

City of Marshall -Conterra has implemented 2 PRIs with built in failover, multiple locations with POTS lines, 200x200 DIA, WAN 11 locations 1Gbps at each site.

Main Point of Contact:

Randy Pritchard

Superintendent-Building Services/IT

[pritchard.randy@marshalltexas.net](mailto:pritchard.randy@marshalltexas.net) Phone: 903-934-7920

Gregg County – Conterra has implemented 2 PRIs, Multiple locations with POTS, 100x100 DIA, WAN 14 locations 10Mbps each site.

Main Point of Contact:

Derold Miller

Director of Information Technology

[derold.miller@co.greg.tx.us](mailto:derold.miller@co.greg.tx.us) Phone: 903-236-8436

First Light Federal Credit Union – Conterra has implemented (2) 10Gbps DIA at two data sites, WAN 10 locations 100Mbps P2P circuits, 11 locations 10Mbps P2P.

Main Point of Contact:

Aaron Beldner

Chief Information Officer

[abeldner@firstlightfcu.org](mailto:abeldner@firstlightfcu.org) Phone: 915-562-1172

### 2 Experience in last 36 months

#### Conterra Networks

A look at the last thirty-six (36) months experience

Since 2018 Conterra has continued its two decades of aggressive deployment of owned fiber assets and expanding operations. With the purchase and integration of three East Texas and Louisiana area companies in 2014 to 2018, Conterra has continued to expand its operational footprint in the region. This has become our largest contiguous operating center – we identify it as our South-Central Region.

We acquired Longview, Texas based Network Communications Telecom in 2018. Prior to that, we had acquired Lafayette, Louisiana based Network USA, LLC and Hessmer, Louisiana based Detel Wireless, LLC.

The company growth statistics driven by the continued deployment of telecom and fiber optic assets are summarized as follows:

| Area of Growth      | August 2018 | November 2020 | Net Growth |
|---------------------|-------------|---------------|------------|
| Fiber Route Miles   | 11,100      | 13,236        | 2,136      |
| On-Net Locations    | 5,400       | 7,270         | 1,870      |
| Billable Customers  | 2,200       | 2,600         | 400        |
| Full Time Employees | 248         | 291           | 43         |

A particularly noteworthy project completed in July 2020 with the commissioning of services on a 420-mile fiber optic Wide Area Network for Education Service Center 15 in San Angelo, Texas. The 2-year, \$40million project was funded under the E-Rate Program and connects thirty-six (36) Independent School Districts across twelve (12) counties in Central Texas. Conterra owns and operates this network.

## Project Manager and Team

| <b>Administrative and Escalation Procedures for Service Impairment Issues</b> |                                        |                                        |                                                                                  |  |
|-------------------------------------------------------------------------------|----------------------------------------|----------------------------------------|----------------------------------------------------------------------------------|--|
| <b>Response Levels</b>                                                        | <b>Contact/Type of Request</b>         | <b>Response Entity</b>                 | <b>Contact Information</b>                                                       |  |
| <b>1st Level</b>                                                              | Administrative Non-Service Affecting   | Conterra Administrative Offices        | 704-936-1722<br><a href="mailto:jcook@conterra.com">jcook@conterra.com</a>       |  |
| <b>2nd level</b>                                                              | Technical Non-Service Affecting        | Conterra Technical Assistance Center   | 800-634-1374<br><a href="mailto:noc@conterra.com">noc@conterra.com</a>           |  |
| <b>3rd Level</b>                                                              | Technical Service Affecting/Impairment | Conterra Network Operations Center     | 800-634-1374<br><a href="mailto:noc@conterra.com">noc@conterra.com</a>           |  |
| <b>4th Level</b>                                                              | Technical Critical/Loss of Service     | Field Supervisor                       | 800-634-1374<br><a href="mailto:noc@conterra.com">noc@conterra.com</a>           |  |
| <b>5th Level</b>                                                              | Engineering Management                 | VP National Operations<br>John Marquis | 804-836-2119<br><a href="mailto:jmarquis@conterra.com">jmarquis@conterra.com</a> |  |
| <b>6th Level</b>                                                              | Management                             | Executive VP & COO<br>Mike Tomkins     | 207-740-3303<br><a href="mailto:mtomkins@conterra.com">mtomkins@conterra.com</a> |  |

## Dedicated Account Management and Customer Care

Conterra will provide a dedicated Account Management Team that maintains the customer relationship and will provide answers to any customer concerns from the deployment “kick-off” meeting through the term of the contract. They provide strong relations and communications skills, applying technical knowledge and policies in direct support of your city.

Our Account Management Team will meet with city personnel on a regular basis to review the network Service Level Availability and all other strategic metrics. They will keep you abreast of industry changes and events and make recommendations on network additions, changes, and upgrades. Our goal is for you to have the most cost-efficient network available.

Jessica Davis is the Senior Manager for Service Delivery and Customer Care. Her team is responsible for installations and post-install non-technical support. Jessica has over 12 years of telecom experience in varying roles and responsibilities. Jessica recently joined Conterra from Charter Communications where she led their Client Services back office team which handled MACD and Complex Billing and Account Issues. Her goal and her department’s goal is to provide an exceptional customer experience to all of Conterra’s customers.

Melissa Howarth has recently been added to the Customer Care team to focus specifically on Education and Carrier customers. She worked with Jessica previously and has a proven ability to solve complex issues while providing a superior customer support experience. With 5 years of telecom experience, Melissa has the knowledge and work-ethic to assist Conterra’s largest customers.

**Michael L. Tompkins**  
**Executive VP and Chief Operations Officer**

Mr. Tompkins has over 22 years of experience in the telecommunications industry, leading operations, engineering, construction, sales and marketing teams at the executive leadership level. He leads the engineering, operations, project management and IT organizations and has overall responsibility for service delivery and support.

Mr. Tompkins worked at Oxford Networks for nearly 20 years, primarily holding the position of Executive Vice President of Operations where he had overall responsibility for network operations, construction, engineering, customer service, managed service operations, data center operations, facilities and safety. Mr. Tompkins also held the position of Senior Vice President of Operations at FirstLight Fiber before joining Conterra.

Mr. Tompkins served 4 years in the United States Air Force, which included duty stations in Germany, Nevada and Saudi Arabia in support of Desert Shield and Desert Storm.

**James Davis**  
**VP OSP Engineering & Construction**

James Davis is the Vice President of the Outside Plant Engineering and Construction division of Conterra. In this role, James is leading the challenge to create company standards across multiple regions that include the multiple previous acquisitions. As the manager of the largest capital expenditure budget within Conterra, James is leading the charge to create synergies with purchasing and finance that will drive better capital efficiencies in the construction processes.

Prior to joining Conterra, James was the President of Network USA and SunAmerica Communications of Lafayette, LA. As President of Network USA and SunAmerica, James guided the day to day activities of the operation of the companies as well as managed the sales and financial aspects. James has been in the telecommunications field in a capacity of analyst, engineer, sales and management since graduating from Texas A&M University in 1990 with a BS in Engineering Technology.

**Tony West**  
**Data Network Engineer**

Tony supports multiple groups within Conterra, and his tasks range from pre-sale solutions, post-sale design & post-deployment maintenance of custom-built networks and core network infrastructure. Tony primarily focuses on the Carolinas, Western & Central Texas Conterra markets, but is not limited to these areas.

Tony has 5+ years of experience in the Carrier Ethernet industry and previously worked in the Conterra Operations Center as both a NOC Technician and NOC Manager. Prior to Conterra, Tony was an Infantry Officer in the US Army and served as a Rifle Platoon Leader and Air Operations Office during two combat deployments to Afghanistan in 1st Brigade Combat Team of the 82nd Airborne Division.

Tony received his bachelors degree from The University of Cincinnati. He holds an active Cisco Certified Network Professional (CCNP R&S) and is pursuing his CCNP Service Provider certification.

**Beau Griffin****Director – South Central Region Fiber Network**

Beau Griffin is the Director of the South-Central Region Fiber Network. He is responsible for the direction and coordination of all construction and maintenance projects within the region. His roles include overseeing employee productivity and monitoring revenue margins. Beau is also responsible for identifying and targeting areas in which the business can improve operations and researching and implementing new directives for business growth and prosperity.

Prior to joining Conterra Networks, Beau was a Project Manager at Network USA, LLC of Lafayette, LA. As a Project Manager, Beau coordinated activities, assigned duties, responsibilities, and spans of authority to project personnel. He assessed current or future customer needs and priorities through communicating directly with customers. He designed, estimated, and built telecom regeneration sites from the ground up, to include site preparation, fiber facilities, site grounding, power systems, and network equipment installation. Beau has been in the telecommunications field as an OSP Engineer and a Carrier Sales Engineer since graduating from Northwestern State University in 2005.

**John Marquis****Vice President of National Operations**

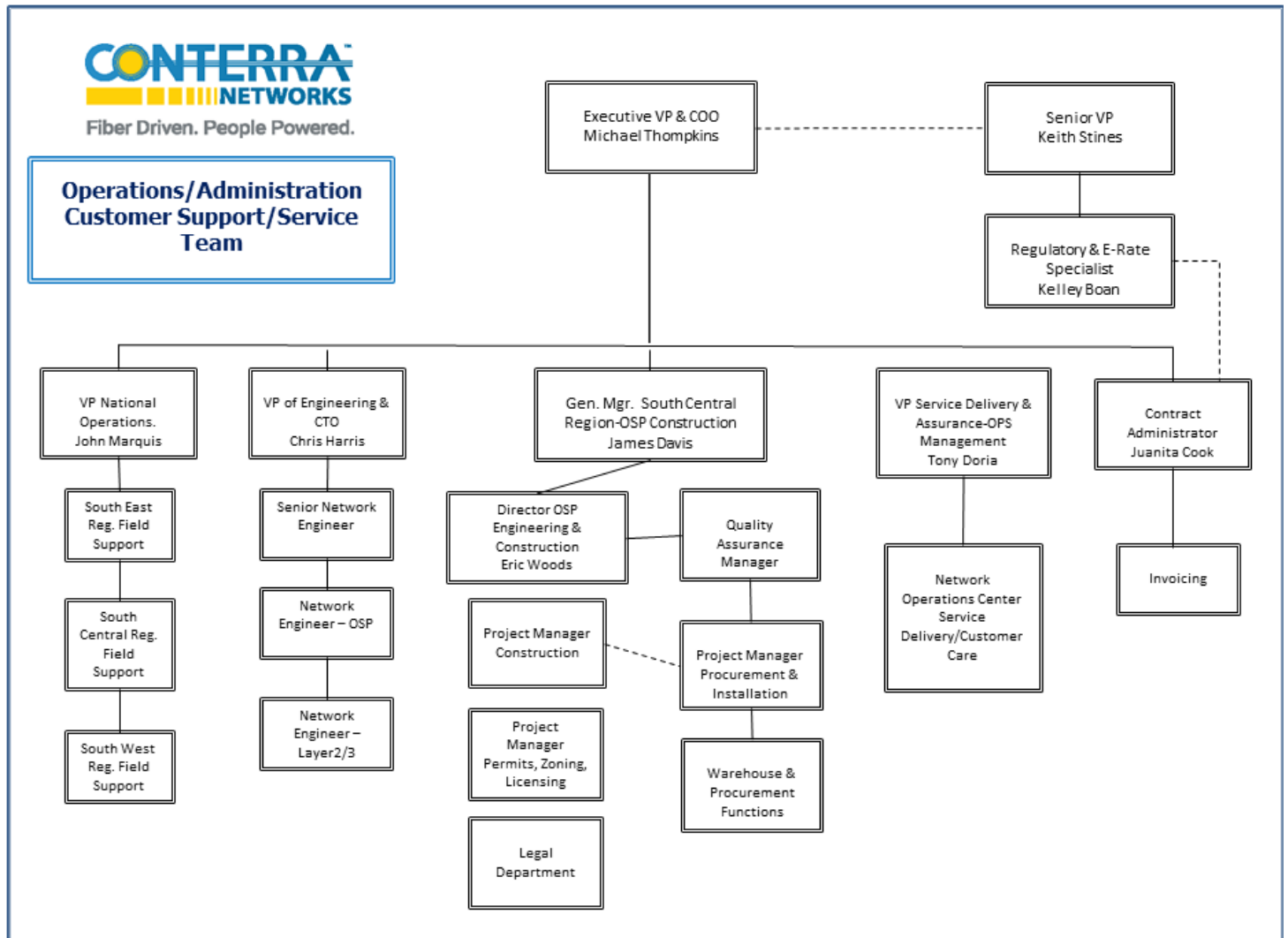
Mr. Marquis is the responsible for the operations and maintenance of Conterra's nationwide broadband and backhaul networks. Mr. Marquis role will be to ensure the on-going health and maintenance of the network.

His career has included 29 years of operational experience for major carriers and competitive local exchange carriers (CLEC). Mr. Marquis has been responsible for all aspects of Conterra's telecommunications operations including, Inside and Outside Fiber engineering and installation, Municipal Approvals, Central Office installation and Maintenance as well as all Field Service activities.

Mr. Marquis' employment history includes: MCI- Network Operations Manager, KMC- Operations/Maintenance Officer, TelCove- Quality Control Officer, and Level 3- Operations.

### 3 Organizational Chart

#### The Project Team and Support Organization



## 4: Customer Service & Operations

### Trouble Ticketing Procedures

- The Network Management System and NOC personnel analyze all customer affecting faults within seconds of alarms to isolate the location of the fault (e.g. which network segment has an issue).
- NOC personnel perform first level diagnostics on the network segments and elements to further isolate the issues to a component level when possible.
- If the problem is complex or involves a carrier outage, the customer is notified within 10 minutes by e-mail and/or pager and given a trouble ticket reference number and an explanation of what action is being taken.
- When first level diagnostics are not conclusive, the NOC manager dispatches field personnel for further fault isolation and coordinates additional diagnostics with our customers.
- After the fault is isolated, the NOC technician coordinates with field personnel and the customer to remediate issues including network element reboots and replacements.
- All replaced equipment is tested by Conterra for root cause analysis.
- After root cause is determined, the Conterra trouble ticket is closed and all related trouble tickets are closed.



## Service Trouble Process

| <b><i>Administrative and Escalation Procedures for Service Impairment Issues</i></b> |  |                                        |                                           |                                                                                  |
|--------------------------------------------------------------------------------------|--|----------------------------------------|-------------------------------------------|----------------------------------------------------------------------------------|
| <b>Response Levels</b>                                                               |  | <b>Contact/Type of Request</b>         | <b>Response Entity</b>                    | <b>Contact Information</b>                                                       |
| <b>1st Level</b>                                                                     |  | Administrative Non-Service Affecting   | Conterra Administrative Offices           | 704-936-1722<br><a href="mailto:jcook@conterra.com">jcook@conterra.com</a>       |
|                                                                                      |  |                                        |                                           | -                                                                                |
| <b>2nd level</b>                                                                     |  | Technical Non-Service Affecting        | Conterra Technical Assistance Center      | 800-634-1374<br><a href="mailto:noc@conterra.com">noc@conterra.com</a>           |
|                                                                                      |  |                                        |                                           |                                                                                  |
| <b>3rd Level</b>                                                                     |  | Technical Service Affecting/Impairment | Conterra Network Operations Center        | 800-634-1374<br><a href="mailto:noc@conterra.com">noc@conterra.com</a>           |
|                                                                                      |  |                                        |                                           |                                                                                  |
| <b>4th Level</b>                                                                     |  | Technical Critical/Loss of Service     | Field Supervisor                          | 800-634-1374<br><a href="mailto:noc@conterra.com">noc@conterra.com</a>           |
|                                                                                      |  |                                        |                                           | -                                                                                |
| <b>5th Level</b>                                                                     |  | Engineering Management                 | VP of National Operations<br>John Marquis | 804-836-2119<br><a href="mailto:jmarquis@conterra.com">jmarquis@conterra.com</a> |
|                                                                                      |  |                                        |                                           |                                                                                  |
| <b>6th Level</b>                                                                     |  | Management                             | Executive VP & COO<br>Mike Tomkins        | 207-740-3303<br><a href="mailto:mtomkins@conterra.com">mtomkins@conterra.com</a> |

## Service Level Agreement Overview

In the unlikely event of a service impairing issue, Conterra's Service Level Agreement (SLA) provides credits for such occurrences which are commensurate with the period of degraded performance or unavailability. Additionally, the Conterra SLA provides for guaranteed response times and mean time to repair (MTTR) for such issues.

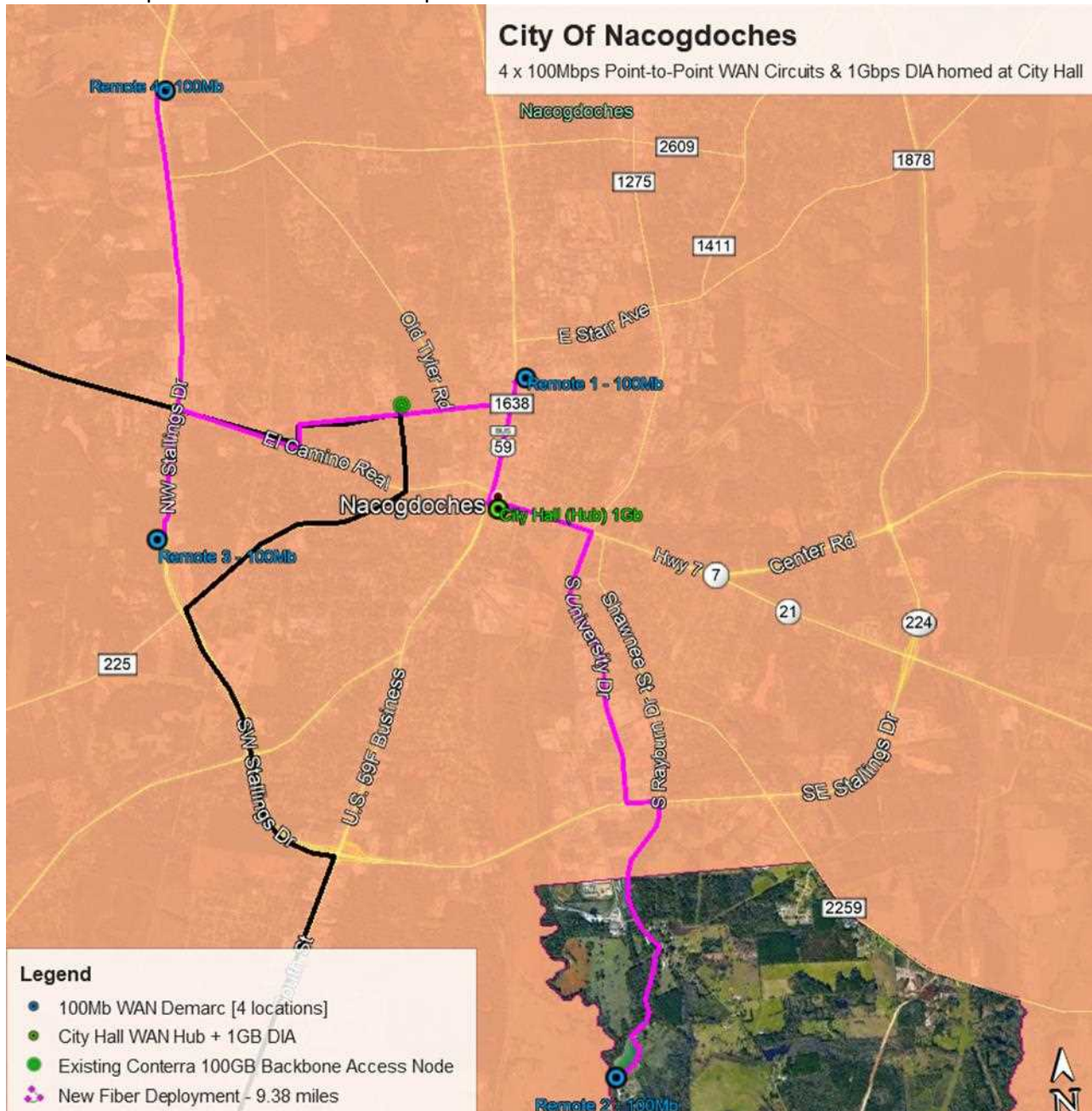
### SERVICE LEVEL AGREEMENT CRITERIA

| Description                                | Metric                              |
|--------------------------------------------|-------------------------------------|
|                                            |                                     |
| Bandwidth                                  | Non-throttled contracted rates      |
|                                            |                                     |
| Network Health Monitoring                  | 24 X 7 X 365 Conterra Monitoring    |
|                                            |                                     |
| Customer "Web Portal" Monitoring Tool      | Conterra Supplied                   |
|                                            |                                     |
| Response Time for Outages                  | <10 minutes                         |
|                                            |                                     |
| Availability Objective per Month           | >99.995%                            |
|                                            |                                     |
| Latency Commitment                         | <5 milliseconds round trip          |
|                                            |                                     |
| Jitter Commitment                          | <2 milliseconds                     |
|                                            |                                     |
| Bit-Error Rate Commitment                  | <0.1% between designated end points |
|                                            |                                     |
| Mean-Time-to-Repair                        | <4 hours                            |
|                                            |                                     |
| Scheduled Maintenance Reporting Commitment | < 48 Hours                          |

## Section C: Project Design

Conterra has estimated the project to include the deployment of 9.38 miles (49,500 feet) of new single mode fiber. This fiber will be deployed in industry standard SDR conduit below grade. Access Hand-Holes are expected to be integral to the design at approximate 1,000' intervals. The single mode fiber will be 96 count (96 strands of fiber) to provide for servicing of other customer facilities in Nacogdoches.

Below is a representative network map:



**Conterra will work with the city to ensure a seamless transition without loss of continuity of your currently installed services.** The new network optics can be installed with no disruption to your existing WAN or Internet, and sites can be migrated one at a time or in selected groups (prioritized by your staff) to minimize risk and keep the amount of work in manageable portions. Conterra will deploy individual circuits parallel to the existing production network. The new network will be fully tested and operationally ready to connect into the existing production network elements at your convenience. During the operational cutover period, Conterra will have at a minimum the lead Project Manager and a certified Field Technician on site.

In preparation for an on-time delivery of network service, Conterra has completed an initial design/engineering study of the proposed Wide Area Network that includes but not limited to the following:

- Labor, materials, and equipment
- All federal, state, and local zoning and permitting requirements and associated costs
- All inspection fees, material testing and surveying
- Installation of infrastructure of conduit, aerial strand fiber cabling, OSP route engineering
- Building entries, fiber splicing and testing
- Erosion control, SWMP and roadway sweeping
- Electronics, Labor, materials, and equipment

## Construction / Deployment Process

We have included an Estimated Project Deployment Gantt Chart in this proposal. Our initial meeting with city personnel will prioritize the wide area network improvements and new fiber deployment. Our deployment process is managed and tracked regularly on a major and sub-milestone basis with actual achievement measured against plan and forecast delivery dates. Major milestones include: Kick-Off Meeting, Final Network Engineering, Civil Engineering, Construction Start, Commissioning, and Customer Acceptance. Each of these milestones has several sub-milestones that need to be achieved and met to ensure full completion. Many of the sub-milestones are managed in parallel which ensures the most efficient use of time and resources to achieve timely project completions.

Conterra will finalize the initial preliminary design of Special Construction routes to include:

- Overall route survey
- Trunk and lateral cabling distances
- Conduit evaluations
- Detail route mapping and drafting of installation details
- Ownership permit submittals

## Assignment of Project/Account Management Team

Throughout the project, the designated Conterra Project Manager will provide oversight to all project activities. The Project Manager will work together with your representative in the coordination of the project schedule and resources. The Conterra Project Manager will also provide regular status updates to your personnel on all project activities.

## Project Initiation

Upon execution of a Service Agreement, an initial kick-off meeting will be conducted with your city staff. The project team and infrastructure will be determined, and roles and responsibilities will be identified. A baseline project plan will be developed, and processes for status reporting, issue escalation, etc., will be defined. The project plan will be a working document and will be updated regularly during the project.

## Project Control Functions

Conterra's Project Management provides consistent processes for planning deliverables, managing change, managing quality, and handling training activities. A few of the key project control processes include:

### 1. Planning

Planning begins with the understanding of your city's objectives and requirements. The next step is to establish a Work Breakdown Structure of the specific tasks required to accomplish the project objectives. Time estimates are made for each task, dependencies are determined, and a Gantt Chart is created. A detailed Project Plan is written, and these two documents become the baseline by which the project is managed, tracked, and measured.

### 2. Communication

Communication is accomplished through day-to-day contact with the Conterra Project Manager and customer personnel, along with weekly status meetings and written reports. A determination is made as to what is important to the key stakeholders and the status reports are geared to satisfying their information needs. The reports will focus on schedule and key action items.

### 3. Quality Assurance and Measurement Procedures

All OSP fiber builds performed by Conterra follow a rigid engineering and construction review process to ensure both QOS and structural integrity of the infrastructure. Conterra ascertains the strategic direction of the project, and then establishes a clear set of requirements with the customer and sub-contractors.

Each segment of OSP is engineered to RUS guidelines, permits are obtained by our engineering section from DOT, local, and state permitting agencies along with Senior Engineer review of the completed design prints. Any required professional engineering requirements are met, and the final job is then approved for construction.

### 4. Project Change Control

Scope creep is a risk that causes many programs to fail. Uncontrolled changes can disrupt development and implementation and influence the balance between schedule and quality. A baseline must be maintained against which the impact of approved changes is assessed. Conterra uses a five-step model for the change control process.

- **Define** — review the request for change and its impact
- **Evaluate** — conduct impact analysis, log, and report status
- **Approve** — negotiate necessary contract changes, log, communicate status, obtain sign-off and document
- **Implement** — update the baseline information, track, and report status
- **Verify** — check for correctness and completeness, log and report final status

## 5. Escalation Process

From time to time issues may arise during the implementation of a project relative to Conterra or your organization's performance or there may be a change in direction. When such issues arise and cannot be dealt with in an expeditious manner at the Project level the following escalation process will apply:

Conterra's Program Manager reports the issue to Conterra's Network Deployment Project Lead. If the issue cannot be resolved at this level, the issue will be escalated to the Conterra Vice President and Chief Operating Officer levels until the issue is resolved.

## 6. Project Staffing

Conterra will establish a Project Management Team (PMT). Organizational structure and resumes of our key deployment personnel are found on the following pages. In addition, there may be additional Project Managers and Technical Consultants involved in the project.

## 7. Vendor/Sub-Contractor Management

Conterra provides vendor/sub-contractor management that utilizes a proven 3-Level approach that starts with a Senior Management approval but is driven by the Project Manager. Reputation, suitability, and quality are key elements that are evaluated.

Vendors are managed at the project level by the Project Manager. They are monitored and assessed on a regular basis with milestone tracking reports and quality metrics. Issue resolution is handled first at the Project Management level and then escalated as described above.

Conterra utilizes an extensive list of subcontractors specializing in fiber deployment from which we will select for this project. Each undergoes our extensive pre-qualification process for all contractors involved in our projects. Qualifications including, but not limited to, knowledge of the specific task(s) to be supported, past work history, current activity, references, financial stability, and customer satisfaction are among the many items reviewed and evaluated. All sub-contractors are appropriately licensed and insured. Additionally, all persons assigned to work on any city property undergoes an acceptable background and criminal history screening process.



## The Proposed Network Designs and Service Offerings

### Conterra's Turn-Key Network Approach

- Professional Design, Network Engineering, Deployment, Systems Integration and Project Management
- Turn-up, Testing and Training
- Service includes all equipment racks, digital equipment, data cabling, and associated termination equipment as required for Managed Services
- Network Operations and Command and Control Monitoring
- On-site Maintenance for the Term of the Contract

Conterra provides a managed layer 2 and/or 3 ethernet network service transported over state-of-the-art fiber-optic infrastructure, singularly designed, engineered, and deployed for The City of Nacogdoches. The dedicated fiber strands and routing equipment are exclusive to The City of Nacogdoches connecting the four (4) remote sites back to the City Hall (Hub) to the internet. Bandwidth of 1Gbps of dedicated Internet Access will be delivered to The City of Nacogdoches.

All of the Conterra service offerings will provide high availability; high bandwidth services that support data, voice and video simultaneously. Our dedicated networks allow the city to have the bandwidth to meet the needs of today with the ability to scale bandwidth quickly and easily as the city's needs grow.

This is a departure from traditional LEC, or Cable-Co architecture based on shared networks. Within our network, the fiber and equipment are dedicated which allows your network to economically accommodate increasing bandwidth demands and better manage the priority of applications, without having to support legacy handoffs.

### Conterra Private Network Technological Advantages

***Our Private Wide Area Network will provide superior technological and financial advantages compared to traditional "Metro-E" services:***

- **Scalability** – infrastructure will already be in place to grow with your bandwidth needs without additional construction.
- **Performance** – low-latency performance from minimal equipment interfaces and active components.
- **Security/Reliability** – no other entity is on your private network.
- **Operational** – not affected by any shared infrastructure.
- **Cost-efficiencies** – bandwidth upgrades do not require completely new equipment or new circuit installations.

## Conterra Technological Advantages

Conterra's Wide Area Network provides superior technological advantages and financial incentives compared to traditional "switched" or "Metro-E" services:

- **Bandwidth**- immediately dedicated up to **1000 Mbps** symmetrical to both library locations.
- **Throughput**- dedicated, non-throttled fiber optic connectivity.
- **Secure**- dedicated physical fiber separation of city's data traffic from any other organization.
- **Reliability**- fault tolerant, fiber optical cabling.
- **Scalability**- future upgrades in bandwidth available on-demand to 10 Gbps (simple exchange of electronics) without additional construction charges.
- **Simplicity**- services are brought into the facility data frame.
- **Modifications, Additions, Changes**- are confirmed immediately. Network complexity is significantly reduced with a dedicated private fiber connection.

## Internet Service Overview:

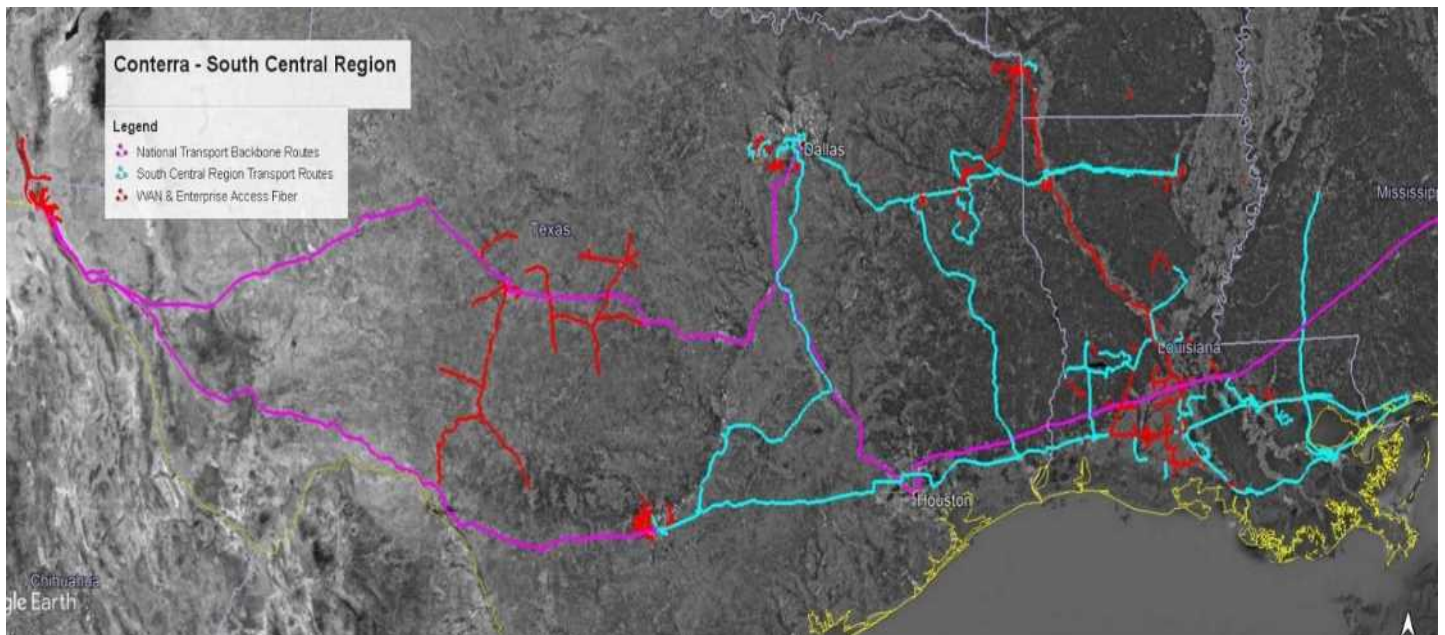
- Service includes all equipment racks, digital equipment, data cabling, and associated termination equipment as required internet access.
- Symmetrical bandwidth upstream and downstream speeds of 1 **Gbps** of dedicated internet access to The City of Nacogdoches.
- Conterra client premise equipment (CPE) space & power requirements are minimal. A typical site installation requires 4U rack space and approximately 20 amps of 120-volt AC power.
- The network interface will be a 1Gb Ethernet interface.
- On-Going Network Operations, Monitoring and On-site Maintenance for the Term of the Contract.
- Conterra designs its networks to accommodate many additions, moves and changes. Networks are built with retrievable slack points and storage loops.

## Network Architecture Characteristics

Central to our robust network connection infrastructure is a 100GB Texas / Louisiana backbone ring that connects to multiple Dallas and San Antonio Internet and Peering Exchange Points. We continue to expand our fiber footprint around the South-Central Region to create local fiber rings and are upgrading existing Access Nodes for local market fiber distribution in markets across East Texas, including Nacogdoches, Zavalla, Warren, and Jacksonville.

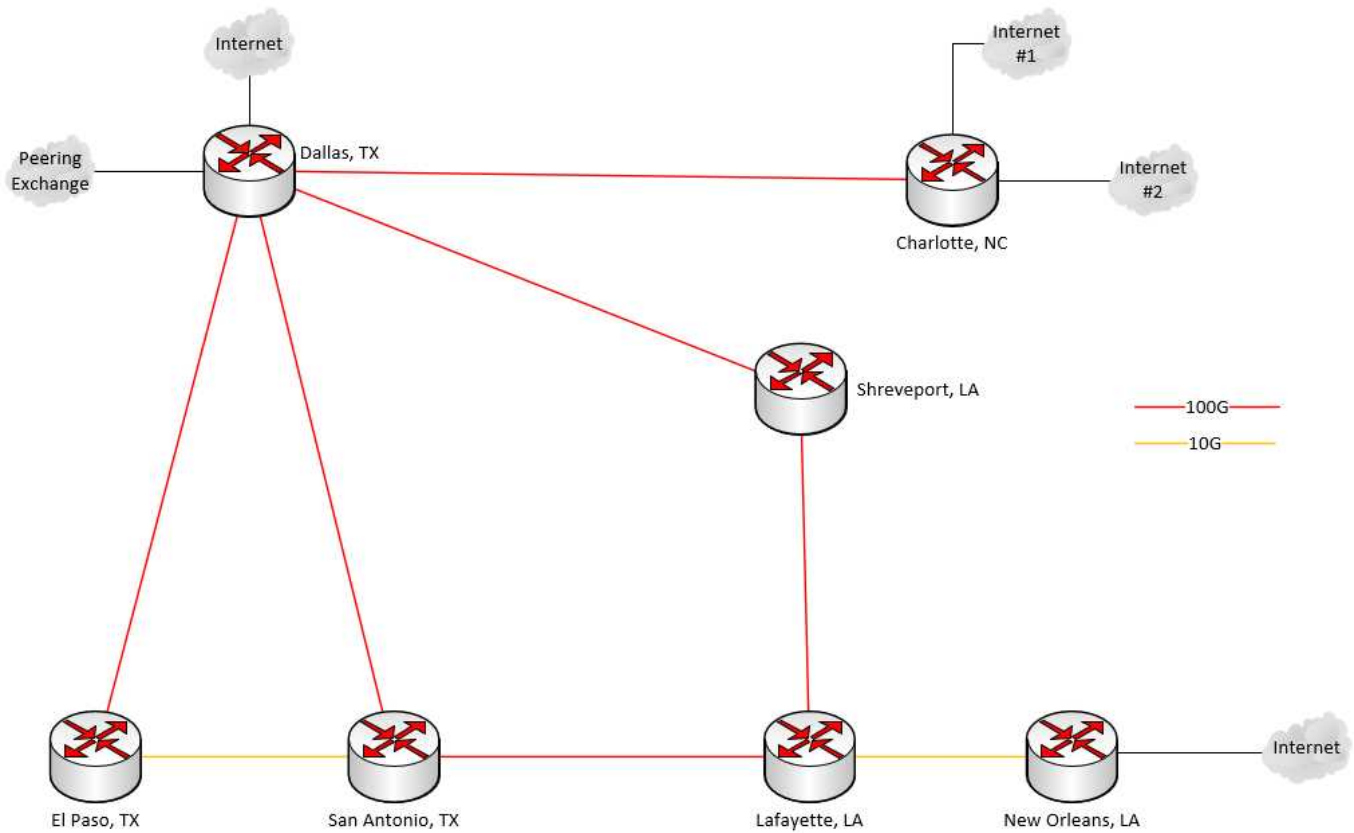
At the National & Regional level, Conterra Networks utilizes hardware, software, and geographic redundancy in the Internet Services core to ensure the resiliency and reliability of the network infrastructure. Local level redundancy, when available, traverses G.8032 rings to the Regional/National Core.





## 100GB South Central Backbone Ring Network Architecture

Conterra Networks peers directly with multiple Tier I Internet Service Providers in diverse geographical markets to provide the highest level of service possible. Conterra Networks also has direct peering arrangements with some of the largest content providers in the industry to get users closer to the content they desire.



## Network Deployment and Training

Conterra will have a dedicated team to deploy network segments to ensure an on-time completion. Our deployment process is managed and tracked regularly on a major and sub-milestone basis with actual achievement measured against plan and forecast delivery dates. Major milestones include: Kick-Off Meeting, Final Engineering, Civil Engineering, Construction Start, Commissioning, Customer Acceptance and Training.

## Customer Support

Conterra's Network Operations organization provides network maintenance, which includes surveillance, trouble-shooting, and resolution through its state-of-the-art 24 X 7 X 365 Network Operation Center (NOC) at our corporate headquarters in Charlotte, NC with back-up operations in Hessmer, LA. The NOC continuously monitors the network equipment, service health, and performance of the Conterra network, responds to network events and service degradations, dispatches local Conterra field technicians, and informs customers of service issues. The Network Operations group also provides technical support and responds to trouble calls from customers through a staff of Technical Support Representatives.

Our dedicated Account Management Team will maintain the customer relationship and provide answers to any customer concerns from the execution of the contract through the deployment of the network and all on-going operations.

## Financial Stability

Conterra's owners include: Court Square Capital Partners and additional ownership internet : Fiera Infrastructure, Inc and Conterra Management. Conterra has a senior-secured credit facility that provides the company with borrowing capacity from a bank group including Toronto Dominion Securities, Co Bank, Bank of America, and others.

### Banking References:

|                                                                                                                                |                                                                                                               |                                                                                                                                          |
|--------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Bank of America</b><br>Sarah Warren<br>980-387-4395<br><a href="mailto:Sarah.t.warren@baml.com">Sarah.t.warren@baml.com</a> | <b>CoBank</b><br>Gloria Hancock<br>770-618-3212<br><a href="mailto:hancocg@cobank.com">hancocg@cobank.com</a> | <b>TD Securities</b><br>Cecile Baker<br>212-827-7730<br><a href="mailto:Cecile.baker@tdsecurities.com">Cecile.baker@tdsecurities.com</a> |
|--------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|

## Section D: Rates & Expenses

### 100 Mbps WAN Pricing

| Location                  |  | 3-Year Term |  | 5-Year Term |               |
|---------------------------|--|-------------|--|-------------|---------------|
|                           |  | MRC/Circuit |  | MRC/Circuit | Non-Recurring |
| 1112 North St             |  | \$1,799.00  |  | \$1,189.00  | \$0.00        |
| 3628 S Rayburn Dr         |  | \$1,799.00  |  | \$1,189.00  | \$0.00        |
| 3211 South West Stallings |  | \$1,799.00  |  | \$1,189.00  | \$0.00        |
| 3812 North West Stallings |  | \$1,799.99  |  | \$1,189.00  | \$0.00        |

### 1Gbps Dedicated Internet Pricing

| Location     |  | 3-Year Term |  | 5-Year Term |               |
|--------------|--|-------------|--|-------------|---------------|
|              |  | MRC/Circuit |  | MRC/Circuit | Non-Recurring |
| 202 E. Pilar |  | \$2,399.00  |  | \$1,599.00  | \$0.00        |

**All rates are monthly recurring circuit cost over the proposed contract term. Rate includes ALL cost to design, deploy and operate the network including demarcation equipment and maintenance.**

## Section E: Project Timeline

### Estimated Implementation Schedule

| Conterra Tasks                                    | Start    | Finish   | 2021                                               |     |     |     |     |  |  |  |  |  |  |  |
|---------------------------------------------------|----------|----------|----------------------------------------------------|-----|-----|-----|-----|--|--|--|--|--|--|--|
|                                                   |          |          | Jan                                                | Feb | Mar | Apr | May |  |  |  |  |  |  |  |
| Contract Execution                                | 01/05/21 | 01/05/21 | Contract Execution                                 |     |     |     |     |  |  |  |  |  |  |  |
| Kickoff Meeting                                   | 01/06/21 | 01/06/21 | Kickoff Meeting                                    |     |     |     |     |  |  |  |  |  |  |  |
| Engineering                                       | 01/07/21 | 02/09/21 | Engineering                                        |     |     |     |     |  |  |  |  |  |  |  |
| UG/ROW Permits                                    | 01/11/21 | 02/12/21 | UG/ROW Permits                                     |     |     |     |     |  |  |  |  |  |  |  |
| Underground Construction                          | 02/01/21 | 06/08/21 | Underground Construction                           |     |     |     |     |  |  |  |  |  |  |  |
| Building Site Installation                        | 02/01/21 | 04/05/21 | Building Site Installation                         |     |     |     |     |  |  |  |  |  |  |  |
| Splicing and Testing                              | 04/05/21 | 04/23/21 | Splicing and Testing                               |     |     |     |     |  |  |  |  |  |  |  |
| Electronics and turn - up                         | 04/23/21 | 04/30/21 | Electronics and turn - up                          |     |     |     |     |  |  |  |  |  |  |  |
| Central Office (Hub) and (4) remotes cut-over tin | 05/03/21 | 05/07/21 | Central Office (Hub) and (4) remotes cut-over time |     |     |     |     |  |  |  |  |  |  |  |
| Customer Handoff & Acceptance                     | 05/05/21 | 05/10/21 | Customer Handoff & Acceptance                      |     |     |     |     |  |  |  |  |  |  |  |

## Section F: Comments/Change Requests to Standard Form of Agreement

- Upon award, Conterra would intend to negotiate with the City utilizing the City's standard form of agreement as the baseline, and so we respectfully take only limited exception. Accordingly, Conterra would expect to negotiate with the City in good faith important provisions like Termination, Indemnification, and Disclaimer of Implied Warranties and Consequential Damages that would be commercially reasonable and applicable to a standard commercial contract for services with a governmental entity. In all respects, Conterra would comply with applicable laws, whether state, federal or local.

### Article 1 – Payment Term

- 1.4 Term: As addressed in question set 2 (Addendum 2) the RFP did not specify a contract length. Conterra is proposing 36-month and 60-month terms.

## Section G: Certification and Acknowledgement Page

### IX. CERTIFICATION and ACKNOWLEDGEMENT

The undersigned, as an authorized agent of the proposer, hereby certifies:

- ( X ) The Proposer is in receipt of 2 addenda.
- ( X ) The Proposer is familiar with all instructions, terms and conditions, and specifications stated in this RFP, including the following:
  - ( X ) The Proposer has reviewed the City's Professional Services Agreement released with this RFP (Attachment D), which Agreement will form the basis of any contract for the performance of the work. **Any request for modifications are included in the proposal by way of response included in TAB E.**
- ( X ) The Proposer is qualified to perform the work and services outlined in this RFP.
- ( X ) The proposal has been arrived at independently and submitted without collusion with any other Proposer, City staff or City contractor, and the contents of the proposal have not been communicated by the Proposer or, to the Proposer's best knowledge and belief, by any one of its employees or agents to any person not an employee or agent of the Proposer, and will not be communicated to any person prior to the City's final action on this RFP by City Council. Nothing in this paragraph shall be construed to prevent or preclude two or more companies or persons from joining together to submit a proposal for the work.
- ( X ) The offers, terms and conditions of the proposal will remain valid and effective and may be relied upon by the City for a period of ninety (90) days following the Proposal Closing Date and Time as identified in this RFP or addenda.
- ( X ) The Proposer certifies that it: i) does not boycott Israel; and ii) will not boycott Israel during the term of the Agreement subject to § 2270.002 Texas Government Code.

Signed By: [Signature] Title: Senior Vice President  
 Typed Name: Keith W. Stines Company Name: Conterra Ultra Broadband, LLC  
 Phone No.: 704-936-1708 Fax No.: 704-936-1800  
 Email: kstines@conterra.com  
 Bid Address: 2101 Rexford Road, Ste 200E, Charlotte, NC 28211  

|                    |      |       |     |
|--------------------|------|-------|-----|
| P.O. Box or Street | City | State | Zip |
|--------------------|------|-------|-----|

 Order Address: 2101 Rexford Road, Ste 200E, Charlotte, NC 28211  

|                    |      |       |     |
|--------------------|------|-------|-----|
| P.O. Box or Street | City | State | Zip |
|--------------------|------|-------|-----|

 Remit Address: 2101 Rexford Road, Ste 200E, Charlotte, NC 28211  

|                    |      |       |     |
|--------------------|------|-------|-----|
| P.O. Box or Street | City | State | Zip |
|--------------------|------|-------|-----|

 Federal Tax ID No.: 58-2615152  
 DUNS No.: 61-944-9726  
 Date: 11/16/2020



## Section H: Appendices

- **PUC of Texas**
- **Texas State Registration**
- **Certificate of Liability Insurance**
- **W-9**
- **Form 1295**



## Appendix: PUC of Texas

### Public Utility Commission of Texas SPCOA

Donna L. Nelson  
Chairman

Kenneth W. Anderson, Jr.  
Commissioner

Rolando Pablos  
Commissioner

Brian H. Lloyd  
Executive Director



*Public Utility Commission of Texas*

Rick Perry  
Governor

TO: Katherine Ross, Associate  
Conterra Ultra Broadband, LLC  
150 Fayetteville St., Ste. 1400  
Raleigh, NC 27601

Infrastructure and Reliability Division  
Legal Division

RE: Docket No. 40647 - *Application of Conterra Ultra Broadband, LLC for a Service Provider Certificate of Operating Authority*

RECEIVED  
18 SEP 24 PM 12:21  
PUBLIC UTILITY COMMISSION  
FILING CLERK

#### NOTICE OF APPROVAL

This Notice addresses the application of Conterra Ultra Broadband, LLC (Conterra or Applicant) filed on August 13, 2012, for a service provider certificate of operating authority (SPCOA) to provide facilities-based and resale telecommunications services for the entire State of Texas. The Public Utility Commission of Texas (Commission) provided notice of the application to interested parties. More than 15 days have passed since the completion of notice. No protests, motions to intervene, or requests for hearing were filed. Applicant and Commission Staff are the only parties to the proceeding. Commission Staff recommended approval of the application. The application is approved.

#### Statutory Findings

1. Conterra is a South Carolina limited liability company established on April 20, 2001, with authorization to transact business in the State of Texas as a foreign limited liability company as of August 31, 2007.
2. Applicant is a wholly-owned subsidiary of Conterra Ultra Broadband Holdings, Inc.
3. Conterra has no affiliates providing certificated telecommunications services in Texas.



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An Equal Opportunity Employer

1701 N. Congress Avenue PO Box 13326 Austin, TX 78711 512/936-7000 Fax: 512/936-7603 web site: [www.puc.texas.gov](http://www.puc.texas.gov)

## Appendix: Texas Secretary of State Registration

### Texas Secretary of State Registration

Corporations Section  
P.O. Box 13697  
Austin, Texas 78711-3697



Phil Wilson  
Secretary of State

#### Office of the Secretary of State

#### CERTIFICATE OF FILING OF

Conterra Ultra Broadband, LLC  
File Number: 800865857

The undersigned, as Secretary of State of Texas, hereby certifies that an Application for Registration for the above named Foreign Limited Liability Company (LLC) to transact business in this State has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing the authority of the entity to transact business in this State from and after the effective date shown below for the purpose or purposes set forth in the application under the name of

Conterra Ultra Broadband, LLC

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 08/31/2007

Effective: 08/31/2007



A handwritten signature of Phil Wilson in black ink.

Phil Wilson  
Secretary of State

Phone: (512) 463-3555  
Prepared by: Delonna Moore

Can be visited on the internet at <http://www.sos.state.tx.us/>  
Fax: (512) 463-3709  
TDD: 10308

Dial: 7-1-1 for Relay Services  
Document: 184451060002

## Appendix: Certificate of Liability Insurance



### CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)  
11/17/2020

| <p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                               |        |                                                       |       |                                              |       |                                            |       |            |  |            |  |            |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--------|-------------------------------------------------------|-------|----------------------------------------------|-------|--------------------------------------------|-------|------------|--|------------|--|------------|--|
| <p>PRODUCER<br/>Willis Towers Watson Southeast, Inc.<br/>c/o 26 Century Blvd<br/>P.O. Box 305191<br/>Nashville, TN 372305191 USA</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <p>CONTACT NAME: Willis Towers Watson Certificate Center<br/>PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378<br/>E-MAIL: certificates@willis.com<br/>ADDRESS: certificates@willis.com</p>                                                                                                                                                                                                                                                                                                      |                               |        |                                                       |       |                                              |       |                                            |       |            |  |            |  |            |  |
| <p>INSURED<br/>Contrerra Ultra Broadband, LLC<br/>2101 Rexford Rd.<br/>Suite 200E<br/>Charlotte, NC 28211</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Travelers Property Casualty Company of Ame</td> <td>25674</td> </tr> <tr> <td>INSURER B: Travelers Indemnity Company of CT</td> <td>25682</td> </tr> <tr> <td>INSURER C: Standard Fire Insurance Company</td> <td>19070</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: Travelers Property Casualty Company of Ame | 25674 | INSURER B: Travelers Indemnity Company of CT | 25682 | INSURER C: Standard Fire Insurance Company | 19070 | INSURER D: |  | INSURER E: |  | INSURER F: |  |
| INSURER(S) AFFORDING COVERAGE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | NAIC #                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                               |        |                                                       |       |                                              |       |                                            |       |            |  |            |  |            |  |
| INSURER A: Travelers Property Casualty Company of Ame                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 25674                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                               |        |                                                       |       |                                              |       |                                            |       |            |  |            |  |            |  |
| INSURER B: Travelers Indemnity Company of CT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 25682                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                               |        |                                                       |       |                                              |       |                                            |       |            |  |            |  |            |  |
| INSURER C: Standard Fire Insurance Company                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 19070                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                               |        |                                                       |       |                                              |       |                                            |       |            |  |            |  |            |  |
| INSURER D:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                               |        |                                                       |       |                                              |       |                                            |       |            |  |            |  |            |  |
| INSURER E:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                               |        |                                                       |       |                                              |       |                                            |       |            |  |            |  |            |  |
| INSURER F:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                               |        |                                                       |       |                                              |       |                                            |       |            |  |            |  |            |  |

## COVERAGES

CERTIFICATE NUMBER: W18739246

REVISION NUMBER:

| <p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p> |                                                                                                                                                                                                                                                                                                                                                         |           |          |                     |                         |                         |                                                                                                                                                                                                                                                   |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------------|-------------------------|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| INSR LTR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                       | ADDL INSD | SUBR WVD | POLICY NUMBER       | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                            |
| A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC<br><input type="checkbox"/> OTHER: |           |          | 630 9N225373        | 09/10/2020              | 09/10/2021              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| B                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                                                                                                   |           |          | 810 9N235735        | 09/10/2020              | 09/10/2021              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                   |
| A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000                                                                                        |           |          | CUP 9023X017        | 09/10/2020              | 09/10/2021              | EACH OCCURRENCE \$ 15,000,000<br>AGGREGATE \$ 15,000,000<br>\$                                                                                                                                                                                    |
| C                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                                  | Y/N<br>No | N/A      | UB-9N229311-20-13-G | 09/10/2020              | 09/10/2021              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                         |

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

The City of Nacogdoches, its officials, employees and volunteers are included as additional insureds as respects General Liability, Auto Liability and Umbrella/Excess Liability.

General Liability and Auto Liability policies shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by The City.

## CERTIFICATE HOLDER

## CANCELLATION

|                                                                                                  |                                                                                                                                                                                                                                     |
|--------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>City of Nacogdoches, Texas<br/>202 East Pilar Street, Suite 344<br/>Nacogdoches, TX 75961</p> | <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE<br/><i>Thomas H. Cox Jr.</i></p> |
|--------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

SR ID: 20349592

BATCH: 1888298

AGENCY CUSTOMER ID: \_\_\_\_\_  
 LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

|                                                |                         |                                                                                                         |  |
|------------------------------------------------|-------------------------|---------------------------------------------------------------------------------------------------------|--|
| AGENCY<br>Willis Towers Watson Southeast, Inc. |                         | NAMED INSURED<br>Conterra Ultra Broadband, LLC<br>2101 Rexford Rd.<br>Suite 200E<br>Charlotte, NC 28211 |  |
| POLICY NUMBER<br>See Page 1                    |                         | EFFECTIVE DATE: See Page 1                                                                              |  |
| CARRIER<br>See Page 1                          | NAIC CODE<br>See Page 1 |                                                                                                         |  |

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Waiver of Subrogation applies in favor of the City with respects to General Liability, Auto Liability, Umbrella Liability and Workers Compensation as permitted by law.

Independent Contractors, Contractual Liability and Host Liquor Liability are included under General Liability.

ACORD 101 (2008/01)

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SR ID: 20349592

BATCH: 1888298

CERT: W18739246



## Appendix: W-9

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                            |                                                            |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|
| <b>Form W-9</b><br>(Rev. October 2018)<br>Department of the Treasury<br>Internal Revenue Service                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>Request for Taxpayer<br/>Identification Number and Certification</b><br>▶ Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information. | <b>Give Form to the requester. Do not send to the IRS.</b> |
| 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.<br><b>CONTERRA ULTRA BROADBAND, LLC.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                            |                                                            |
| 2 Business name/disregarded entity name, if different from above<br><b>CONTERRA NETWORKS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                            |                                                            |
| 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                            |                                                            |
| <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> Individual/sole proprietor or single-member LLC<br/> <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <b>P</b><br/> <small><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small><br/> <input type="checkbox"/> Other (see instructions) ▶         </div> <div style="width: 45%;"> <input type="checkbox"/> C Corporation<br/> <input type="checkbox"/> S Corporation<br/> <input type="checkbox"/> Partnership<br/> <input type="checkbox"/> Trust/estate         </div> </div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                            |                                                            |
| 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br>Exempt payee code (if any) _____<br>Exemption from FATCA reporting code (if any) _____<br><small>(Applies to accounts maintained outside the U.S.)</small>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                            |                                                            |
| 5 Address (number, street, and apt. or suite no.) See instructions.<br><b>2101 REXFORD ROAD SUITE 200E</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                            | Requester's name and address (optional)                    |
| 6 City, state, and ZIP code<br><b>CHARLOTTE, NC 28211</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                            |                                                            |
| 7 List account number(s) here (optional)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                            |                                                            |
| <b>Part I Taxpayer Identification Number (TIN)</b><br>Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.<br><b>Note:</b> If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                            |                                                            |
| <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <b>Social security number</b><br/> <div style="border: 1px solid black; padding: 2px; display: flex; justify-content: space-around;"> <span style="border: 1px solid black; width: 20px; height: 20px;"></span> <span style="border: 1px solid black; width: 20px; height: 20px;"></span> <span style="border: 1px solid black; width: 20px; height: 20px;"></span> <span style="border: 1px solid black; width: 20px; height: 20px;"></span> <span style="border: 1px solid black; width: 20px; height: 20px;"></span> </div> </div> <div style="width: 35%;"> <b>Employer identification number</b><br/> <div style="border: 1px solid black; padding: 2px; display: flex; justify-content: space-around;"> <span style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">5</span> <span style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">8</span> <span style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">-</span> <span style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">2</span> <span style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">6</span> <span style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">1</span> <span style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">5</span> <span style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">1</span> <span style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">5</span> <span style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">2</span> </div> </div> </div> |                                                                                                                                                                                            |                                                            |
| <b>Part II Certification</b><br>Under penalties of perjury, I certify that:<br>1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and<br>2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and<br>3. I am a U.S. citizen or other U.S. person (defined below); and<br>4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.<br><b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                            |                                                            |
| <b>Sign Here</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Signature of U.S. person ▶ <i>Quantal</i>                                                                                                                                                  | Date ▶ <i>11/14/2020</i>                                   |
| <b>General Instructions</b><br>Section references are to the Internal Revenue Code unless otherwise noted.<br><b>Future developments.</b> For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> .<br><b>Purpose of Form</b><br>An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.<br>• Form 1099-DIV (dividends, including those from stocks or mutual funds)<br>• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)<br>• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)<br>• Form 1099-S (proceeds from real estate transactions)<br>• Form 1099-K (merchant card and third party network transactions)<br>• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)<br>• Form 1099-C (canceled debt)<br>• Form 1099-A (acquisition or abandonment of secured property)<br>Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.<br>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.           |                                                                                                                                                                                            |                                                            |

## Appendice: Form 1295

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| <b>CERTIFICATE OF INTERESTED PARTIES</b>                                                                                                                                                                                                                                                                               |                                 | <b>FORM 1295</b>                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |             |              |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| 1 of 1                                                                                                                                                                                                                                                                                                                 |                                 |                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |             |              |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Complete Nos. 1 - 4 and 6 if there are interested parties.<br>Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.                                                                                                                                                                                      |                                 | <b>OFFICE USE ONLY</b>                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |             |              |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| <b>1 Name of business entity filing form, and the city, state and country of the business entity's place of business.</b><br>Conterra Ultra Broadband, LLC<br>Charlotte, NC United States                                                                                                                              |                                 | <b>CERTIFICATION OF FILING</b><br>Certificate Number:<br>2020-690681 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |             |              |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| <b>2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.</b><br>City of Nacogdoches, Texas                                                                                                                                                                  |                                 | Date Filed:<br>11/17/2020                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |             |              |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| <b>3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.</b><br>RFP for City of Nacogdoches<br>Wide Area Network Solutions                     |                                 | Date Acknowledged:                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |             |              |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| <b>4</b>                                                                                                                                                                                                                                                                                                               | <b>Name of Interested Party</b> | <b>City, State, Country (place of business)</b>                      | <b>Nature of interest</b><br><b>(check applicable)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |             |              |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| Controlling                                                                                                                                                                                                                                                                                                            | Intermediary                    |                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |             |              |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| <b>5 Check only if there is NO Interested Party.</b> <input checked="" type="checkbox"/>                                                                                                                                                                                                                               |                                 |                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |             |              |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| <b>6 UNSWORN DECLARATION</b>                                                                                                                                                                                                                                                                                           |                                 |                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |             |              |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| My name is <u>Shane Turley</u> , and my date of birth is <u>April 16, 1968</u> .                                                                                                                                                                                                                                       |                                 |                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |             |              |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| My address is <u>2101 Rexford Road, Suite 200E</u> , <u>Charlotte</u> , <u>NC</u> , <u>28211</u> , <u>USA</u> .<br><div style="display: flex; justify-content: space-between; font-size: small;"> <span>(street)</span> <span>(city)</span> <span>(state)</span> <span>(zip code)</span> <span>(country)</span> </div> |                                 |                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |             |              |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| I declare under penalty of perjury that the foregoing is true and correct.                                                                                                                                                                                                                                             |                                 |                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |             |              |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Executed in <u>Mecklenburg</u> County, State of <u>North Carolina</u> on the <u>17th</u> day of <u>November</u> , 20 <u>20</u> .<br><div style="display: flex; justify-content: space-between; font-size: small;"> <span></span> <span>(month)</span> <span>(year)</span> </div>                                       |                                 |                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |             |              |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| <div style="text-align: center;">             DocuSigned by:<br/> <br/>             B1C53349-16D84EE<br/>             Signature of authorized agent of contracting business entity<br/>             (Declarant)           </div>                                                                                       |                                 |                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |             |              |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

Forms provided by Texas Ethics Commission

www.ethics.state.tx.us

Version V1.1.3a6aaf7d



## REQUEST FOR PROPOSALS

### Wide Area Network Solutions

Proposals must be received before:  
November 20, 2020  
2:00 PM

**CITY OF NACOGDOCHES, TEXAS**  
**City Hall**  
**Finance Department Ste. 344**  
**202 E. Pilar**  
**Nacogdoches, TX 75961**  
**936-559-2525**  
[www.ci.nacogdoches.tx.us](http://www.ci.nacogdoches.tx.us)

Refer Inquiries To:

Michael Donnell  
City of Nacogdoches  
Internet Technology Department  
(936) 559-2531  
Email: [donnellm@nactx.us](mailto:donnellm@nactx.us)  
With copies to: Buck Raney  
Email: [raneyb@nactx.us](mailto:raneyb@nactx.us)

**City of Nacogdoches – Finance**

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## I. GENERAL

The City of Nacogdoches seeks to enter into an agreement with a qualified Individual, Firm or Corporation (Proposer) with substantial and relevant experience and expertise to provide Wide Area Network Solutions.

## II. DEFINITIONS

### A. DEFINITIONS

In order to simplify the language throughout this request for proposal, the following definitions shall apply:

**City of Nacogdoches** – Same as City

**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 the successful Proposer to furnish the services described herein

**City** – The government of the City of Nacogdoches, Texas

**Firm** – the successor Proposer of this request

**Proposer** – Respondents to this Request for Proposal

**RFP** – Request for Proposal

## III. NOTICE to PROPOSERS

### A. NOTICE

Sealed Proposals are due at **2:00 PM on {Friday}, {November 20, 2020}** after which time all qualified proposals will be acknowledged at 202 East Pilar Street, Nacogdoches, Texas 75961. Proposals received after the specified deadline will be returned unopened.

3 printed copies (1 original and 2 duplicate copies) plus 1 digital copy (CD/DVD/thumb drive) of proposals must be provided.

**Sealed proposals shall be clearly marked with the RFP number and title and addressed to the City of Nacogdoches – Finance Department. Proposals shall be delivered using one of the following:**

**Hand-deliver to:**

Finance Department  
202 East Pilar St. Ste 344  
Nacogdoches, TX 75961

**Ship to (FedEx, UPS, DHL, etc.):**

Finance Department  
202 East Pilar St. Ste 344  
Nacogdoches, TX 75961

Vendors may receive notice of solicitations from the City of Nacogdoches from a variety of channels. Approved methods of dissemination include: City of Nacogdoches website or the City of Nacogdoches Finance. The receipt of solicitations through any other means may result in the receipt of incomplete specifications or addenda which could ultimately render your Proposal non-

compliant. City of Nacogdoches accepts no responsibility for the receipt or notification of solicitations through any other source.

**B. QUESTIONS and INQUIRIES**

Questions and inquiries about this Solicitation shall be submitted in writing via email to the following point of contact:

Michael Donnell  
Information Technology Department  
Email: donnellm@ci.nacogdoches.tx.us

The deadline for written questions is **{Wednesday November 11, 2020} at {2:00 P.M.}**. This deadline has been established in order to provide adequate time for City staff to prepare responses to questions from Proposers to the best of their ability in advance of the Pre-Proposal Conference meeting.

Proposers shall not attempt to contact City Council members, City staff or Management directly during the pre-proposal or post-proposal period. The City intends to respond to all appropriate questions or concerns; however, the City reserves the right to decline to respond to any question or concern. All material modifications, clarifications or interpretations will be incorporated into an addendum which will be publicly posted. All addenda issued prior to the due date and time for responses are incorporated into the RFP and must be acknowledged in the Proposal response. Only written information provided shall be binding. Oral or other interpretations shall not be binding and are held without legal effect.

**C. SCHEDULE of IMPORTANT DATES**

The City will generally comply with the following schedule for the selection process, subject to changes necessary to ensure fairness and to accommodate unanticipated events:

|                                      |                  |                            |
|--------------------------------------|------------------|----------------------------|
| Release RFP                          |                  | <b>{November 4, 2020}</b>  |
| Deadline for Questions and Inquiries | <b>{2:00 PM}</b> | <b>{November 11, 2020}</b> |
| Proposals Closing Date and Time      | <b>{2:00 PM}</b> | <b>{November 20, 2020}</b> |
| City's Review of Proposals           |                  | <b>{November, 2020}</b>    |
| Earliest Award by City               |                  | <b>{December, 2020}</b>    |

## **IV. STANDARD TERMS and CONDITIONS**

**A. DISCLOSURE**

At the due date and time there will be no disclosure of contents of any Proposal to competing Proposers, and all Proposals will be kept confidential during the negotiation process. Except for trade secrets and confidential information which the Firm identifies as proprietary, all Proposals will be open for public inspection after the contract award.

**B. 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.

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 on 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.
3. 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.

#### **C. MANAGEMENT**

Should there be a change in management after the due date and time, but before a contract is awarded, Proposers must notify the City immediately. This may result in further evaluation. Should a change in management occur after the contract is awarded, the contract shall be canceled unless a mutual agreement is reached with the new owner or manager to continue the contract. Any resulting contract is nontransferable by either party.

**D. PERSONAL INTEREST**

Proposers 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.

**E. PRIORITY of DOCUMENTS**

In the event there are inconsistencies between the RFP terms and conditions, scope of work or Agreement terms and conditions contained herein, the latter will take precedence.

**F. RECEIPT of PROPOSALS**

Proposal(s) must be received by the City prior to the time and date specified. The mere fact that the Proposal was dispatched will not be considered; the Firm must ensure that the Proposal is actually delivered. The time proposals are received shall be determined by the time clock stamp in the Finance Department.

**G. REIMBURSEMENTS**

There is no express or implied obligation for the City of Nacogdoches to reimburse responding Proposers for any expenses incurred in preparing Proposals in response to this request and the City of Nacogdoches will not reimburse firms for these expenses, nor will the City pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

**H. REPRESENTATIONS and RESPONSIBILITIES**

By submitting a proposal in response to this RFP, Proposer represents that it has carefully read and understands all elements of this RFP; has familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the work; and has full knowledge of the scope, nature, quality and quantity of services to be performed.

By submitting a proposal in response to this RFP, the Proposer represents that it has not relied exclusively upon any technical details in place or under consideration for implementation by the City, but has supplemented this information through due diligence research and that the Proposer sufficiently understands the issues relative to the indicated requirements.

The failure or omission of Proposer to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with conditions existing at the site or other details shall in no way relieve any Proposer from any obligations with respect to its proposal or to the contract.

**I. STANDARD FORM of AGREEMENT**

The City's Standard form of Agreement is attached as Exhibit A. The successful Firm will be required to execute this Agreement. All Proposers shall be required to thoroughly read and understand the terms, condition and provisions in this Agreement. All required Certificates of Insurance and endorsements will be required before award recommendation is taken to City Council. Any exceptions taken to the City's Standard Form of Agreement must be indicated in your Response. Failure to note any exceptions will be acknowledgement that you accept the terms and condition without modifications.

**J. VENUE**

Any contract awarded as a result of this RFP shall be governed by and construed in accordance with the laws of the State of Texas, and is fully performable in Nacogdoches, Texas, and venue for any action related to this contract will be Nacogdoches County, Texas.

**K. WITHDRAWAL of PROPOSALS**

A proposal may be modified or withdrawn by the Proposer any time prior to the time and date set for the receipt of proposals in accordance with the following guidelines.

1. Proposer shall notify the Finance Department in writing of its intention to withdraw a previously submitted proposal.
2. If a change in the proposal is requested, the modification must be worded by the Proposer as to not reveal the original amount of the proposal.
3. Proposals withdrawn and modified must be resubmitted to the Finance Department no later than the time and date set for the receipt of proposals.
4. No proposal can be withdrawn after the time set for the receipt of proposals and for a minimum of ninety (90) days thereafter.

**V. BACKGROUND and CURRENT CIRCUMSTANCES**

**CURRENT CIRCUMSTANCES**

The City of Nacogdoches (City) is requesting proposals for services to provide a high-speed Wide Area Network (WAN) solution that will allow for reliable and secure transmissions of multiple data services including computer networks, voice over IP, and digital video. City is seeking managed fiber optic network services that will connect 4 primary sites back to City Hall, as well as general purpose internet with 15-20 public facing IPs for public facing applications.

**VI. SCOPE of WORK**

This service will use fiber optic cables and will provide 100M speeds to City Hall depending on location, including at a minimum Switched Layer 2 Ethernet service acting as an Ethernet bridge for connection between the City Hall and each remote site listed below utilizing TCP/IP protocols, full duplex operation (bidirectional connections) and allow Virtual Local Area Network (vlan) trunking. Included in the service will also be general 1G internet connectivity for City Hall with up to 15-20 publicly routable IP addresses for providing application services to the public.

The service provider will also supply the City with all necessary equipment that will connect directly into City-provided switches. City is soliciting qualified service providers to submit any installation and ongoing service proposals for (including, but not limited to) equipment, data cabling, and associated termination equipment as required in order to facilitate this WAN solution. The topology is for all 4 remote locations to be connected back to City Hall, where City Hall is the main communications hub. Remote sites will not directly communicate with each other.

All communications must be secure between endpoints. The circuits shall be capable of carrying multiple data services such as computer data, voice over IP, digital video, etc.

#### **Proposed Sites:**

1. 100M - 1112 North St Nacogdoches TX 75961 to 202 E Pilar ST Nacogdoches TX 75961
2. 100M - 3628 S Rayburn Dr Nacogdoches TX 75961 to 202 E Pilar ST Nacogdoches TX 75961
3. 100M - 3211 South West Stallings Nacogdoches TX 75961 to 202 E Pilar ST Nacogdoches TX 75961
4. 100M - 3812 North West Stallings Nacogdoches TX 75961 to 202 E Pilar ST Nacogdoches TX 75961

General purpose internet access with of 15-20 public facing IPs addresses:

- 5) 1G up/down fiber internet service at 202 E Pilar ST Nacogdoches TX 75961

## **VII. SUBMISSION REQUIREMENTS**

The City will not accept oral proposals, or proposals received by telephone or FAX machine. Proposals must be prepared simply and economically, providing a straightforward, concise description of Proposer's ability to meet all requirements and specifications of this RFP. Emphasis should be focused on completeness, clarity of content and responsiveness to all requirements and specifications of this RFP.

The proposal must be submitted in hard copy. Proposer shall submit 1 original and 3 copies of the entire proposal, plus 1 digital copy (on CD, DVD or thumb drive).

The City of Nacogdoches requires comprehensive responses to every section within this RFP. To facilitate the review of the responses, Respondents shall follow the described format. The intent of the

proposal format is to expedite review and evaluation. It is not the intent to constrain Proposers with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to review.

#### **TAB A REFERENCES**

1. Briefly introduce your Firm including the number of years in business
2. Provide a summary of the administration, organization and staffing of your Firm, including multiple offices, if applicable
3. Include the same for any associate firm or sub-consultant
4. Provide a list of references for similar jobs.

#### **TAB B PROJECT EXPERIENCE and QUALIFICATIONS**

1. Describe at least three (3) projects that are complementary in nature to this project. References for each project should be included (preferably other City, town or local governments in Texas that the proposer has provided services to).
2. Describe the experience of the Firm in the last thirty-six (36) months in performing services of similar scope and size.
3. Identify the Project Manager and each individual who will work as part of this engagement. Include resumes for each person to be assigned. Include any professional designations and affiliations, certifications and licenses, etc.
4. Provide an organizational chart indicating positions and name of the core management team that will undertake this engagement.

#### **TAB C PROJECT DESIGN**

1. Provide a narrative description of the Firms' plan to accomplish the work and services to be provided to the City.
2. Clearly acknowledge your understanding of the scope of work, including a detailed approach to completing this project in a phase by phase fashion, including the time frame expected to complete each phase and staff assignments for each phase of the project.
3. Provide suggestions and ideas for completing this project in an efficient, effective and innovative manner.
4. Clearly identify materials and knowledge resources that the Firm will need from the City to complete this project.
5. Identify progress reports that will be made available during the process and key decision points.
6. Clearly distinguish the Firms' duties and responsibilities and those of the City. Absence of this distinction shall mean the Firm is assuming full responsibility for all tasks.

**TAB D Rates & Expenses**

1. Provide a detailed cost proposal broken down by task or phase. The City may elect to complete any combination of tasks or phases. Indicate any cost savings available by completing one or more or any combination of tasks or phases.
2. Travel and other reimbursable fees must be estimated and submitted separately from professional fees.
3. The actual contract amount will be negotiated after the Firm has been selected and the scope of work finalized.

**TAB E PROJECT TIMELINE**

1. Provide a detailed timeline of the project broken down by task or phase.

**TAB F COMMENTS/CHANGE REQUESTS to STANDARD FORM of AGREEMENT**

A copy of the City's Standard Form of Agreement is attached to the RFP. Please provide any comments or change requests to the Agreement with the proposal submittal. Failure to submit requested changes will affirm that the Firm willing to execute the Agreement without modification.

**TAB G CERTIFICATION and ACKNOWLEDGEMENT PAGE****VIII. EVALUATION and SELECTION PROCESS**

The City has attempted to provide a comprehensive statement of requirements through this RFP for the engagement. Written proposals must present Proposer's qualifications and understanding of the work to be performed. Proposers are asked to address each evaluation criteria and to be specific in presenting their qualifications. Proposals must be as thorough and detailed as possible so that the City may properly evaluate capabilities to provide the requested services.

Selection may be made of one or more Proposers deemed to be fully qualified and best suited among those submitting proposals. Presentations and/or interviews may be conducted by one or more Proposers selected. The City reserves the right to award based on the responses received or to negotiate with any or all of the Proposers selected. Price shall be considered, but shall not be the sole determining factor. The City shall select the Proposer which, in the City's opinion, has made the Proposal most beneficial to the City for award. Should the City determine in writing and in its sole discretion that only one Proposer is fully qualified or that one Proposer is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Proposer. The executed Agreement will incorporate by reference all the requirements, terms and conditions of the solicitation and the Proposer's proposal as negotiated.

The City has established specific, weighted criteria for selection. This section presents the evaluation criteria, description, and relative weight assigned to each (100 points maximum). The City will evaluate each Proposer's responses to the requirements contained in this RFP.



**Clarity and Quality of Proposal****Pass/Fail**

Firms must provide comprehensive responses to every section within this RFP in the described format. It is not the intent of the City to constrain Firms with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to review and evaluation. Failure to do so may result in your Proposal being disqualified from further review and consideration.

**Rates & Expenses****60 points****Project Timeline****10 points****Qualifications & Experience****10 points****Project Design****10 points****References****10 points****TOTAL POINTS AVAILABLE****100 POINTS**

By submission of a proposal, Proposer acknowledges acceptance of the evaluation process, the evaluation criteria, scope of work, approach and methodology, and all other terms and conditions set forth in this RFP. Further, Firms acknowledge that subjective judgements must be made by the City during this process.

The City makes no guarantees or representations that any award will be made and reserves the right to cancel this solicitation for any reason, including:

- Reject any and all proposals received as a result of this RFP.
- Waive or decline to waive any informality and any irregularities in any proposal or responses received.
- Negotiate changes in the Scope of Work or services to be provided.
- Withhold the award of contract(s).
- Select Proposer(s) it deems to be most qualified to fulfill the needs of the City. Proposer(s) with the lowest priced proposal(s) will not necessarily be selected, since a number of criteria other than price are important in the determination of the most acceptable proposal(s).
- Terminate the RFP process.

## IX. CERTIFICATION and ACKNOWLEDGEMENT

The undersigned, as an authorized agent of the proposer, hereby certifies:

- ( ) The Proposer is in receipt of \_\_\_\_\_ addenda.
- ( ) The Proposer is familiar with all instructions, terms and conditions, and specifications stated in this RFP, including the following:
  - ( ) The Proposer has reviewed the City's Professional Services Agreement released with this RFP (Attachment D), which Agreement will form the basis of any contract for the performance of the work. **Any request for modifications are included in the proposal by way of response included in TAB E.**
- ( ) The Proposer is qualified to perform the work and services outlined in this RFP.
- ( ) The proposal has been arrived at independently and submitted without collusion with any other Proposer, City staff or City contractor, and the contents of the proposal have not been communicated by the Proposer or, to the Proposer's best knowledge and belief, by any one of its employees or agents to any person not an employee or agent of the Proposer, and will not be communicated to any person prior to the City's final action on this RFP by City Council. Nothing in this paragraph shall be construed to prevent or preclude two or more companies or persons from joining together to submit a proposal for the work.
- ( ) The offers, terms and conditions of the proposal will remain valid and effective and may be relied upon by the City for a period of ninety (90) days following the Proposal Closing Date and Time as identified in this RFP or addenda.
- ( ) The Proposer certifies that it: i) does not boycott Israel; and ii) will not boycott Israel during the term of the Agreement subject to § 2270.002 Texas Government Code.

Signed By: \_\_\_\_\_ Title: \_\_\_\_\_

Typed Name: \_\_\_\_\_ Company Name: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email: \_\_\_\_\_

Bid Address: \_\_\_\_\_

P.O. Box or Street                      City                      State                      Zip

Order Address: \_\_\_\_\_

P.O. Box or Street                      City                      State                      Zip

Remit Address: \_\_\_\_\_

P.O. Box or Street                      City                      State                      Zip

Federal Tax ID No.: \_\_\_\_\_

DUNS No.: \_\_\_\_\_

Date: \_\_\_\_\_



## EXHIBIT A

### STANDARD FORM OF AGREEMENT

This contract is being provided for informational purposes only. Please do not complete any part of this contract at this time. The selected vendor will be expected to execute this document at the appropriate time. Thank you for bidding.

#### CITY OF NACOGDOCHES GENERAL SERVICE CONTRACT

This General Service Contract is by and between the **City of Nacogdoches**, a Texas Home-Rule Municipal Corporation (the “City”), and **Insert Contractor** (the “Contractor”), for the following work: **Insert Description of Work** as described in the Scope of Services attached as **Exhibit “A”**.

#### ARTICLE I PAYMENT AND TERM

**1.1 Consideration.** In consideration for the services performed in the Scope of Services and Contractor’s completion of work in conformity with this Contract, the City shall pay the Contractor an amount not to exceed **XXXXXXX and XX/100 Dollars (\$00,000.00)**. In no event shall payment under this contract exceed appropriations made by City Council.

**1.2 Payment Application.** Within **seven (7)** calendar days of completion of the services the Contractor will submit its payment application to the City.

**1.3 City’s Payment and Approval.** The City will pay Contractor as shown in **Exhibit “B”** Payment Schedule, for the services performed no later than **thirty (30)** calendar days from the date of the City's receipt of the payment application and the City’s approval of the services.

**1.4 Time is of the Essence.** The Contractor must complete all the services described in the Scope of Services by the following dates: **Insert Dates.**

**OR**

**1.4 Term.** The initial term of the Contract is for one (1) year with the option to renew for two (2) additional one (1) year terms for a total of three (3) years. Any renewal must be in writing and executed by the parties.

**1.5 Executed Contract.** The “Notice to Proceed” will not be given nor shall any work commence until this Contract is fully executed and all exhibits and other attachments are completely executed and attached to the Contract.

#### ARTICLE II CHANGE ORDERS

**2.1** Changes will not be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid, except upon the prior written order from authorized personnel of the City. The Contractor will not execute change orders on behalf of the City or otherwise alter the financial scope of the services except in the event of a duly authorized change order approved by the City as provided in this Contract.

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

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

**(c) Increase in Scope.** Any request by the Contractor for an increase in the Scope of Services and an increase in the amount listed in Article II of this Contract shall be made and approved by the City prior to the Contractor providing such services or the right to payment for such additional services shall be waived.

**(d) Dispute.** If there is a dispute between the Contractor and the City respecting any service provided or to be provided hereunder by the Contractor, including a dispute as to whether such service is additional to the Scope of Services included in this Contract, the Contractor agrees to continue providing on a timely basis all services to be provided by the Contractor hereunder, including any service as to which there is a dispute.

### **ARTICLE III INDEPENDENT CONTRACTOR AND SUBCONTRACTORS**

**3.1 Independent Contractor.** It is understood and agreed by the parties that the Contractor is an independent contractor retained for the services described in the Scope of Services. The City will not control the manner or the means of the Contractor's performance, but shall be entitled to a work product as in the Scope of Services. The City will not be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. This Contract does not create a joint venture.

**3.2 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. 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.

#### **ARTICLE IV INSURANCE**

**4.1** The Contractor shall procure and maintain, at its sole cost and expense for the duration of this Contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services performed by the Contractor, its officers, agents, volunteers, and employees.

**4.2** The Contractor's insurance shall list the City of Nacogdoches, its officers, agents, volunteers, and employees as additional insureds. The Required Limits of Insurance are attached in **Exhibit "C"**. Certificates of insurance evidencing the required insurance policies are attached in **Exhibit "D"**.

#### **ARTICLE V INDEMNIFICATION AND RELEASE**

**5.1 Indemnification.** The Contractor shall indemnify, hold harmless, and defend the City, its officers, agents, volunteers, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the Contractor under this Contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Contractor, or any third party.

**5.2 Release.** The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, volunteers, 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 and any loss of or damage to any property that is caused by, 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 regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Contractor, or any third party.

#### **ARTICLE VI GENERAL TERMS**

**6.1 Performance.** Contractor, its employees, associates, or subcontractors shall perform all the services described in the Scope of Services in a professional manner and be fully qualified and competent to perform those services. Contractor shall undertake the work and complete it in a timely manner.

**6.2 Termination.** The City may terminate the Project and this Contract, at any time, for convenience. In the event of such termination the City will notify the Contractor in writing and the Contractor shall cease work immediately. Contractor shall be compensated for the services performed. Should the City terminate this Contract for convenience, the City shall pay Contractor for the services performed and expenses incurred before the date of termination.

**6.3 Venue.** This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Nacogdoches County, Texas.

**6.4 Amendment.** This Contract may only be amended by written instrument approved and executed by the parties.

**6.5 Taxes.** The City is exempt from payment of state and local sales and use taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resell the aforementioned materials to the City without paying the tax on the materials at the time of purchase.

**6.6 Compliance with Laws.** The Contractor will comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to 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.

**6.7 Boycott.** 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.

**6.8 Waiver of Terms.** No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.

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

**6.10 Invalid Provisions.** If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**6.11 Entire Agreement.** This Contract represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

**6.12 Agree to Terms.** The parties state that they have read the terms and conditions of this Contract and agree to the terms and conditions contained in this Contract.

**6.13 Effective Date.** This Contract will be effective when it is signed by the last party making it fully executed.

**6.14 Notice.** Any official notice under this Contract will be sent to the following addresses:

|                       |                     |
|-----------------------|---------------------|
| City of Nacogdoches   | CONTRACTOR          |
| Attn: City Manager    | Attn: NAME          |
| PO BOX 635030         | 123 Main Street     |
| 202 East Pilar Street | City, State Zip     |
| Nacogdoches, TX 75961 | Email@contactor.com |

**6.15 Severability.** In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and in lieu of each provision that is invalid, illegal or unenforceable, there shall be added a new provision to this Contract as similar in terms to such invalid, illegal, or unenforceable provision as may be possible and yet be valid, legal and enforceable, by means of good faith negotiation by the Parties to this Contract or by reform by a court of competent jurisdiction.

**6.16 Duplicate Originals.** The parties may execute this Contract in duplicate originals, each of equal dignity.

**6.17 Exhibits.** All exhibits to this Contract are incorporated and made part of this Agreement for all purposes.



**List of Exhibits**

- A. Scope of Services
- B. Payment Schedule
- C. Insurance Requirements
- D. Certificates of Insurance

**[NAME OF CONTRACTOR]**

**CITY OF NACOGDOCHES**

By:\_\_\_\_\_

By:\_\_\_\_\_

Printed Name:\_\_\_\_\_

City Manager

Date:\_\_\_\_\_

Title:\_\_\_\_\_

**APPROVED AS TO FORM:**

Date:\_\_\_\_\_

\_\_\_\_\_  
City Attorney

Date:\_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF SERVICES**

The terms and conditions of this Contract shall take precedence and control over any term or provision of the Scope of Services that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.

**EXHIBIT B**  
**PAYMENT SCHEDULE**

The Contractor must submit *monthly* invoices to the City, accompanied by an explanation of charges, fees, services, and expenses. The City will pay such invoices in compliance with the Texas Prompt Payment Act.

-OR-

Payment is a fixed fee in the amount listed in Article II of this Contract. This amount shall be payable by the City pursuant to the schedule listed below and upon completion of the services and written acceptance by the City.

Schedule of Payment for each phase:

**EXHIBIT C**  
**INSURANCE REQUIREMENTS**

Throughout the term of this Agreement the Contractor must comply with the following:

**I. Standard Insurance Policies Required:**

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

**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 rated "A:VIII" or better under the current A. M. Best Key Rating Guide.
- B. Policies shall contain an endorsement naming the City as Additional Insured and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the City may have or obtain
- C. Limits of liability must be equal to or greater than \$1,000,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of \$2,000,000. Limits shall be endorsed to be per project.
- D. No coverage shall be excluded from the standard policy without notification of individual exclusions being submitted for the City's 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, and Personal & Advertising Liability.

#### **IV. Business Automobile Liability**

- A.** Business Automobile Liability insurance shall be written by a carrier rated “A:VIII” or better rating under the current A. M. Best Key Rating Guide.
- B.** Policies shall contain an endorsement naming the City as Additional Insured and further providing “primary and non-contributory” language with regard to self-insurance or any insurance the City may have or obtain
- C.** Combined Single Limit of Liability not less than \$1,000,000 per occurrence for bodily injury and property damage.
- 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 any autos, owned autos, leased or rented autos, non-owned autos, and hired autos.

#### **V. Workers’ Compensation Insurance**

- A.** Workers compensation insurance shall include the following terms:
  - 1.** Employer’s Liability minimum limits of liability not less than \$500,000 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”

**EXHIBIT D**  
**CERTIFICATES OF INSURANCE**



