



February 6, 2024

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

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

Members of the public who wish to submit comments on a listed agenda item by telephone must contact the City Secretary's office by email at lewisr@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 Tuesday, February 6, 2024. For all timely requests received, staff will call the submitted phone numbers directly during the meeting when the corresponding item comes up for comment. NOTE: The incoming phone call from City staff will be an unfamiliar number.

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

1. CALL TO ORDER.
2. PLEDGE OF ALLEGIANCE.
3. OPEN FORUM. Open Forum is an opportunity for citizens to address the City Council about items listed on the agenda, as well as on matters that are not specifically listed on the agenda. Alternatively, a citizen may address the City Council about an agenda item when the item comes up for consideration during the meeting. In order to address the City Council, please complete the Public Comment Form and submit it to the City Secretary prior to the start of the meeting. In accordance with the Texas Open Meetings Act, the City Council will not discuss, deliberate, or make any decisions on items not listed on the agenda. Comments are limited to 3 minutes per person.
4. ITEMS TO BE REMOVED FROM CONSENT AGENDA.
5. CONSENT AGENDA: Items included under Consent Agenda require little or no deliberation by Council. Approval of Consent Agenda authorizes the City Manager or his designee to proceed with conclusion of each in accordance with staff recommendations as reflected in the minutes of this meeting.
 - A. Consider approval of Historic Restoration Grant (HRG) budget for FY2024. (Community Services Director)
 - B. Accept a previously approved Grant Agreement and Contract between the City of Nacogdoches and Humanities Texas (HTx) in the award amount of \$4,600.00. (Community Services Director)

- C. Consider approval of a resolution to amend the Designated Authorized Representatives for the TexPool Investment Pools. (Interim Director of Finance)
 - D. Consider approval of a resolution calling the General Election of City Council Members for Southeast Ward and Southwest Ward in and for the City of Nacogdoches, Texas. (Deputy City Secretary)
 - E. Consider approval of minutes for the rescheduled Regular City Council Meeting for January 23, 2024. (Deputy City Secretary)
 - F. Consider approval of a contract by and between the City of Nacogdoches and Curtis Architecture for professional architectural services on City Hall Roof & HVAC Replacements Project in a not-to-exceed amount of \$49,500.00 (Director of Public Works).
 - G. Consider approval of a contract by and between the City of Nacogdoches and Hydrex Environmental for professional engineering services for Landfill Soil Sampling for Metals with SPLP Analysis in a not-to-exceed amount of \$9,716.00. (Director of Public Works)
 - H. Presentation of the Investment Report for the quarter ended September 30, 2023. (Interim Finance Director)
6. REGULAR AGENDA: City Council will receive staff recommendations and public input on the following items, and may deliberate and take formal action on the item.
- A. Consider approval of a contract by and between the City of Nacogdoches and McKinney & Moore of Texas, LLC for the WWTP Bar Screen Rehabilitation Project for a not-to-exceed amount of \$114,040.00. (Director of Public Works)
 - B. Receive presentations and hold discussions regarding the Low Income Housing Tax Credit Program applications, and requests for support. (Economic Development Director)
 - i. Project Name: Pine Creek Senior Village, Project Location: SEC N University Dr. and E. Main Street., TDHCA Application Number: 24115. (Economic Development Director)
 - ii. Project Name: Elm Grove Apartments, Project Location: N University, TDHCA Application Number: 24156. (Economic Development Director)
 - iii. Project Name: Ridgebrook Senior Village, Project Location: SEC N University and NE Stallings Dr, TDHCA Application Number: 24106. (Economic Development Director)
 - iv. Project Name: GardenWalk of Nacogdoches, Project Location: 3279 N. University Dr., TDHCA Application Number: 24254. (Economic Development)

Director)

- C. Discuss and consider resolutions of support, no-opposition, or denial for developers applying for Texas Department of Housing and Community Affairs 2022 Competitive 9% Low-Income Housing Tax Credit Program (LIHTC).

i. Project Name: Pine Creek Senior Village, Project Location: SEC N University Dr. and E. Main Street., TDHCA Application Number: 24115. (Economic Development Director)

ii. Project Name: Elm Grove Apartments, Project Location: N University, TDHCA Application Number: 24156. (Economic Development Director)

iii. Project Name: Ridgebrook Senior Village, Project Location: SEC N University and NE Stallings Dr, TDHCA Application Number: 24106. (Economic Development Director)

iv. Project Name: GardenWalk of Nacogdoches, Project Location: 3279 N. University Dr., TDHCA Application Number: 24254. (Economic Development Director)

- D. Receive the 2023 Racial Profiling Report. (Chief of Police)

- E. Consider approval of the January Boards and Commissions appointments, namely, the Airport Advisory Board; Building Standards Commission; Health Code Advisory Board; Industrial Development Authority; Nacogdoches Cemetery Board; and Main Street Advisory Board. (Mayor)

- F. Consider approval of a contract by and between the City of Nacogdoches and Schaumburg & Polk, Inc. for professional engineering services on ARPA Sewer Improvements in a not-to-exceed amount of \$90,560.00. (Director of Public Works)

- G. Consider the purchase of a BME Model 34 Type-3 Wildland Fire Engine from Siddons-Martin Emergency Group for the amount of \$458,881.00. (Fire Chief)

7. EXECUTIVE SESSION.

- A. Personnel Matters – Pursuant to Texas Government Code Section 551.074, deliberations regarding the appointment or employment of a public officer or employee. The subject of this executive session is the position of City Secretary. (City Manager)

8. Open for action, if any, on Executive Session item(s).

9. ADJOURN.



Rhonda Lewis
Deputy City Secretary



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

CERTIFICATION

I certify the notice of meeting was posted in the directory outside of City Hall, 202 E. Pilar Street, Nacogdoches, Texas on February 6, 2024, at 5:00 p.m. and remained posted until the meeting convened.

Rhonda Lewis, Deputy City Secretary

PRESENTER: Jessica Sowell, Community Services Director

ITEM/SUBJECT: Consider approval of Historic Restoration Grant (HRG) budget for FY2024.
(Community Services Director)

SUMMARY/BACKGROUND: Historic Restoration Grants have been awarded by the Historic Landmark Preservation Committee since 1989. The grants are designed to aid with the exterior preservation of historic structures in Nacogdoches and are available to those with properties inside a designated historic district or those with properties that are individually designated as historic. To date, the City has awarded over \$750,000 in Historic Restoration Grants supporting over \$4.6 million in preservation projects.

For the 2024 grant cycle, seventeen applications were received for projects totaling \$504,647. The City has \$25,000 in available funds to award to applicants this year. The Historic Landmark Preservation Committee met on January 10, 2024, and unanimously voted to award \$25,000 in grant funds, which is reflected in the 2024 HRG Budget.

FINANCIAL:

Item is budgeted:

Account No.: 16.48.630.70

Account Name: *Historic Restoration Grant Fund*

Amount: \$25,000

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

Downtown Entertainment and Destination District

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

ATTACHMENTS: 1. HRG Proposed budget 2024

FY 2024 Proposed HRG Budget

HRG #	COA #	Use	Project Address	Project Estimate	% Awarded	Amount Granted	Project Description	Outcome	Notes
2024-001	2023-022	residential	516 East Main Street	\$ 52,205.00	4.95%	\$ 2,586.22	paint trim, replace rotten wood, replace fence		
2024-002	2023-023	residential	526 East Pilar	\$ 11,255.00	4.95%	\$ 557.57	replace roof		Admin
2024-003	2023-024	residential	520 East Pilar	\$ 9,500.00	4.95%	\$ 470.63	rotten wood, paint exterior, replace porch and deck wood		admin
2024-004	2023-025	commercial	801 East Main	\$ 59,550.00	4.95%	\$ 2,950.08	replace roof, repair fence, exterior doors, rotten wood		Admin
2024-005	2023-026	commercial	113 S. Lanana	\$ 10,750.00	4.95%	\$ 532.55	repaint		admin
2024-006	2023-027	commercial	323 East Main St.	\$ 5,400.00	4.95%	\$ 267.51	replace door		admin
2024-007	2023-028	residential	2703 N. Pecan St	\$ 9,850.00	4.95%	\$ 487.97	paint exterior, home add on		
2024-008	2023-029	residential	522 East Main	\$ 35,338.93	4.95%	\$ 1,750.68	driveway/paver installation and retaining wall		
2024-009	2023-030	residential	303 N. Mound St	\$ 38,000.00	4.95%	\$ 1,882.51	paint exterior		Admin
2024-010	2023-031	residential	515 Price St.	\$ 11,050.00	4.95%	\$ 547.41	replace rotten wood and repaint		Admin
2024-011	2023-032	commercial	401 East Main St	\$ 206,000.00	4.95%	\$ 10,205.16	replace doors, windows, masonry repair and balcony		work already approved
2024-012	2023-033	residential	210 S. Lanana St	\$ 10,500.00	4.95%	\$ 520.17	replace rotten wood, clean, paint and foundation leveling		Admin
2024-013	2023-034	residential	819 Gene Aly	\$ 22,372.67	4.95%	\$ 1,108.33	replace rotten wood, paint, replace doors and windows, level foundation		
2024-014	2023-035	residential	123 East Main	\$ 9,000.00	4.95%	\$ 445.86	tuck point mortar joints		Admin
2024-015	2023-036	commercial	322 East Main	\$ 1,600.00	4.95%	\$ 79.26	paint columns and front doors		Admin
2024-016	2023-037	residential	619 Price St	\$ 2,400.00	4.95%	\$ 118.90	replace rotten wood, paint exterior, glaze windows		Admin
2024-017	2023-038	commercial	507 E. Hospital	\$ 9,875.00	4.95%	\$ 489.20	replace rotten wood, painting new wood, roof repair		Admin
				TOTAL	\$504,647		\$ 25,000.00		
				AVERAGE	\$29,685	5%			

Total available funds \$ 25,000.00
Total unallocated funds



City Council Meeting

Date: February 6, 2024

Agenda Item: 5.B.

PRESENTER:

ITEM/SUBJECT: Accept a previously approved Grant Agreement and Contract between the City of Nacogdoches and Humanities Texas (HTx) in the award amount of \$4,600.00.
(Community Services Director)

SUMMARY/BACKGROUND:

FINANCIAL:

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

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

ATTACHMENTS: 1. Major Grant Agreement - Humanities Texas

Grant Agreement & Contract

This agreement details the responsibilities of the funder, Humanities Texas (hereinafter called HTx) and your organization (hereinafter called grantee), and the terms and conditions of the grant. This grant is a subaward made possible by a grant from the National Endowment for the Humanities (hereinafter called NEH) and is subject to the [Code of Federal Regulations, Title 2 CFR Part 200](#).

Program title: Big Read Nacogdoches
Grant number: 2024-6939

Subrecipient name: City of Nacogdoches
Subrecipient UEI: JK3KNJACE7L1

Grant period start date: 01/01/2024
Grant period end date: 03/31/2024

Award date: 11/17/2023
Award amount: \$4,600.00

The grantee agrees to provide this amount in cash cost-share for this project:
Cash cost-share: \$10,756.00
The grantee agrees to provide this amount in in-kind cost-share for this project:
In-kind cost-share: \$1,250.00

Indirect cost rate, if any: N/A

The grantee agrees to administer this grant in compliance with the following terms and conditions:

A. Cost Principles

1. The award is contingent upon the availability of funds from the NEH.
2. Only those costs set forth in the budget approved by HTx will be charged to this grant.
3. No funds from this grant will be used to pay costs of alcoholic beverages.
4. Necessary travel expenses may be charged at rates not to exceed the current rates listed on the U.S. General Services Administration website at www.gsa.gov. Air travel is allowable at economy or coach rates.
5. No funds from this grant will be used for construction, restoration, entertainment, social amenities, or on direct political action or planning for direct political actions.
6. No funds from this grant will be used for experimental, developmental, or research work.
7. No funds from this grant will be used for fundraising.
8. No funds from this grant will be used for equipment purchases (tangible, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more).
9. The grantee will not seek or receive additional federal funds for the same expenditures incurred in connection with this grant.
10. All grant funds must be expended during the grant period.
11. The budget must be compliant with applicable sections of [2 CFR §200](#).

B. Grant Accounting and Records

1. The grantee agrees to maintain records and accounts consistent with generally accepted accounting principles and to provide for such fiscal control as is necessary to assure proper disbursing of, and accounting for, project funds.
2. The grantee certifies that accounts and supporting documentation relating to project expenditures and income will be adequate to permit an accurate and expeditious audit. An audit may be made by HTx, by its designated representative, or by the General Accounting Office of the United States government.
3. The grantee will maintain records and accounts for this project for a period of not less than three years after HTx accepts its final report.
4. The grantee agrees to maintain records to demonstrate that cost-sharing contributions are not less than the amount indicated above or any revision thereof which is approved in writing by HTx. The grantee further agrees to secure reasonable written proof of the value of these contributions to the project and to maintain such proof in a form that will permit an accurate and expeditious audit.
5. The Approved Budget Summary accompanying this Grant Agreement is considered a part of the agreement.
6. The grantee agrees to provide a written notification to HTx if the grantee expects to meet or exceed the Single Audit threshold ([§200.501](#)) of expending \$750,000 or more in federal funds in the grantee's fiscal year.

C. Final Report

1. Within ninety days of the termination of the grant period, unless further time is granted by HTx in writing, the final report is to be submitted to HTx. The final report will consist of the following:
 - a. A report summarizing the outcomes of the grant project.
 - b. A final expenditure summary that demonstrates how HTx funds were spent and the amount of cost-share provided.
2. The NEH, HTx, and the Federal Government have a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use final report materials for government purposes.

D. Limitations on the Use of Grant Funds

1. Grant funds must be obligated during the grant period. Obligations outstanding as of the official termination date shall be liquidated within 30 days thereafter.
2. Grant funds may only be used for project purposes and activities as set forth in the proposal and budget originally approved by HTx or as subsequently amended and approved in writing by HTx.
3. Any funds received that remain uncommitted at the termination of the grant period must be returned with the final financial report by check payable to HTx.
4. All HTx funds that are determined after audit and hearing to have been improperly applied must be returned to HTx.

E. Grant Amendments

Any of the following amendments to the grant must be initiated by a written request and be submitted and approved prior to significant changes of the following:

- a. Changes of project scope, purpose, activities, dates and times, or principal participants.
- b. Changes in the project director, authorizing official, or fiscal agent.
- c. Changes in the project budget which exceed ten percent in any line item, or which eliminate additional or introduce categories of expenditures.
- d. Changes in duration of the grant period. Such changes must be requested at least 30 days prior to the termination of the grant period.

F. Program Income

The grantee is to use program income earned during the period of performance as cost-sharing. Program income must be used to meet the cost sharing or matching requirement of the award.

G. Acknowledgement and Data Collection

1. HTx must be credited in the following way in all publications and announcements related to the project: "This program is supported by Humanities Texas, the state affiliate of the National Endowment for the Humanities." Any acknowledgment must also include the following statement: "Any views, findings, conclusions, or recommendations expressed in this {article, book, exhibition, film, program, database, report, Web resource}, do not necessarily represent those of the National Endowment for the Humanities or Humanities Texas."
2. The grantee hereby agrees to publicize the project thoroughly in accordance with the plan set forth in the proposal and utilizing suggestions provided by HTx.
3. Data collection activities performed under this grant are the responsibility of the grantee, and HTx's support of grant activities does not constitute approval of the survey design, questionnaire content, or data collection procedures. The grantee shall not represent to respondents that such data are being collected for, or in association with, HTx, the NEH, or any other government agency.

H. Copyrights

1. The grantee may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this grant.
2. The NEH and HTx reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes, and to authorize others to do so.

I. Eligibility and Nonprofit Status

1. The grantee certifies that it is constituted for nonprofit purposes and is a private nonprofit organization; an institution of higher education; a state or local governmental entity; a federally recognized Indian tribal government; or an institution of the federal government. If the grantee is a tax-exempt organization under Section 501(c) of the Internal Revenue Code, a copy of the IRS determination must be submitted to HTx with the signed copy of this agreement unless it has been previously submitted.
2. The grantee will keep its tax-exempt status for the duration of the grant period and will maintain an active registration on the federal System for Awards Management (SAM) along with registering for a Unique Entity Identifier (UEI).
3. The grantee will notify HTx if there are any changes to its tax-exempt status.
4. HTx reserves the right to terminate the grant and request a refund if the grantee fails to maintain tax-exempt status and an active SAM registration.

J. Modifications

No person other than the Executive Director of HTx, with agreement from the grantee Authorized Official, is authorized to modify any of the terms of this agreement.

K. Conditions of the Grant

1. In making this grant HTx does not assume any liability or responsibility for the actions of the grantee in carrying out the purposes of the grant. The grantee shall be responsible for taking appropriate action concerning, and agrees that HTx shall not be responsible for, legal action arising out of the actions of the grantee in carrying out the grant to the extent authorized by the laws and constitution of the State of Texas.

2. The grantee agrees that it will not assign its right or obligations under this grant agreement without the written permission of HTx. In the event that such rights are transferred to any other party, the terms of this agreement will remain in effect.

L. General Provisions

The application submitted by the grantee, as amended and approved by HTx, is considered a part of this agreement.

M. Non-Compliance & Termination

Failure of the grantee to comply promptly with any and all provisions of this grant agreement shall be deemed sufficient cause for the grant to be terminated. A termination warning will be issued by HTx before a termination review is initiated. Termination shall be effective upon receipt by the grantee of a written termination notice from HTx, but not before a warning is issued. Terminations are reviewed by the Executive Director before issuance.

N. Non-Discrimination Agreement

The grantee assures HTx that the conduct of this project will be in compliance with the grant provisions set forth by the National Foundation on the Arts and Humanities Act of 1965 (as amended) and the policies of HTx. The grantee certifies that it is a nonprofit organization and assures HTx that this project will be conducted in compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

O. Lobbying

No funds from this grant will be used for certain electioneering activities, financial support for political parties, attempts to influence federal or state legislation either directly or through grass roots lobbying, and some legislative liaison activities. The Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, prohibits recipients of federal contracts, grants, and loans from using appropriated funds to influence the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant, cooperative agreement, loan, or any other award covered by §1352. 18 U.S.C. 1913 makes it a crime to use funds appropriated by Congress to influence members of Congress regarding congressional legislation or appropriations.

P. NEH Terms

1. Grantees that control or possesses Native American human remains and associated funerary objects must conform to the Native American Graves Protection and Repatriation Act of 1990 (NAGPRA).
2. In accordance with Public Law 108-447, Div. J, Title I, Sec. 111 (36 U.S.C. 106 note), educational institutions that receive federal funding are required to hold an educational program on the United States Constitution on September 17 during the relevant fiscal year for students served by that institution.
3. Any grantee that uses grant funds for geospatial data, products, and services must comply with the government-wide requirements contained in OMB Circular A-16, Coordination of Geographic Information and Related Spatial Data and Executive Order 12906: Coordinating Geographic Data Access.
4. In accordance with Public Law 111-88 Sec.427, none of the funds made available under this grant may be distributed to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries.

Q. Award Information

This award is considered a subaward of federal money granted to Humanities Texas (the pass-through entity) via the National Endowment for the Humanities (the awarding agency).

- These federal funds are being awarded under the following federal Assistance Listing Number (ALN): 45.129.
- This award is NOT a R&D award.
- The Authorized Official for HTx is Executive Director Eric Lupfer. Contact information: 512-440-1991, elupfer@humanitiestexas.org.
- The Federal Award Identification Number (FAIN) is: SO-289880-23

R. Agreement Expiration

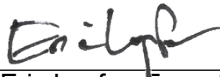
If this Agreement is not signed and returned to HTx within 30 days of the issuing date, HTx reserves the right to void this agreement and the award, in its entirety, as of the Agreement due date.

Authorized Signature

The signatures on this document of the person(s) authorized to make legal contracts for grantee will represent grantee's acceptance of this award and agreement to comply with the stated terms and conditions of this grant. Please signify your agreement to the foregoing terms and conditions by signing in the spaces below.

HUMANITIES TEXAS

1410 Rio Grande Street
Austin, TX 78701
Tel. 512 440 1991



Eric Lupfer, Executive Director

01/09/2024

Date

GRANTEE

City of Nacogdoches
212 Pilar St.

Nacogdoches, TX 75961

Authorized official

Jessica Sowell
Community Services Director

Finance official

Todd Simoneaux
Interim Director of Finance

Jessica Sowell, Authorized
official

Date

Todd Simoneaux, Finance official

Date

Please have the appropriate officials sign this page and return a signed copy via email to grants@humanitiestexas.org.

Approved Budget Summary

Grant #: 2024-6939

Grantee: City of Nacogdoches

Program title: Big Read Nacogdoches

Budget Category	HTx Award
Personnel	\$0.00
Consultants/Honoraria	\$0.00
Travel	\$0.00
Supplies	\$4,600.00
Promotion	\$0.00
Evaluation	\$0.00
HTx Exhibition	\$0.00
Indirect Costs	\$0.00
Other Costs	\$0.00
Total	\$4,600.00
Total HTx award	\$4,600.00
Total cash cost-share	\$10,756.00
Total in-Kind cost-share	\$1,250.00
Total project budget	\$16,606.00

This approved budget summary is considered a part of the grant agreement. Modifications to the budget must be requested by the grantee and approved by HTx. No costs may be incurred before the grant period and all funds must be expended during the grant period.



City Council Meeting

Date: February 6, 2024

Agenda Item: 5.C.

PRESENTER:

ITEM/SUBJECT: Consider approval of a resolution to amend the Designated Authorized Representatives for the TexPool Investment Pools. (Interim Director of Finance)

SUMMARY/BACKGROUND:

FINANCIAL:

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

CITY CONTACT: Todd Simoneaux, Interim Finance Director
simoneauxt@nactx.us
(936) 559-2529

ATTACHMENTS: 1. Resolution -Authorized Representatives



A. That Participant shall enter into a Participation Agreement to establish an account in its name in TexPool/TexPool Prime, for the purpose of transmitting local funds for investment in TexPool/TexPool Prime.

B. That the individuals, whose signatures appear in this Resolution, are authorized representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool/TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.

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Authorized Representatives of the Participant (continued)

5.		
	Signature	Telephone Number
	Printed Name	Fax Number
	Title	Email
6.		
	Signature	Telephone Number
	Printed Name	Fax Number
	Title	Email

List the name of the Authorized Representative provided above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Bonita Hall
Printed Name

In addition and at the option of the Participant, additional authorized representative(s) can be designated to perform inquiry only of selected information. This limited representative cannot make deposits or withdrawals. If the Participant desires to designate a representative with inquiry rights only, complete the following information.

1.		
	Printed Name	Title
	Telephone Number	Fax Number
		Email
2.		
	Printed Name	Title
	Telephone Number	Fax Number
		Email
3.		
	Printed Name	Title
	Telephone Number	Fax Number
		Email
4.		
	Printed Name	Title
	Telephone Number	Fax Number
		Email
5.		
	Printed Name	Title
	Telephone Number	Fax Number
		Email
6.		
	Printed Name	

Authorized Representatives of the Participant (continued)

- C. That this resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool/TexPool Prime receives a copy of any such amendment or revocation.

This resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the

2 3 day of January, 2 0 2 4.

Document is to be signed by a Board Officer, Mayor or County Judge and attested by a Board Officer, City Secretary or County Clerk.

City of Nacogdoches

Name of Participant

SIGNED:

Signature

Printed Name

Title

ATTEST:

Signature

Printed Name

Title

Delivery Instructions

Please return this document to TexPool Participant Services:

Email: texpool@dstsystems.com

Fax: 866-839-3291



City Council Meeting

Date: February 6, 2024

Agenda Item: 5.D.

PRESENTER:

ITEM/SUBJECT: Consider approval of a resolution calling the General Election of City Council Members for Southeast Ward and Southwest Ward in and for the City of Nacogdoches, Texas. (Deputy City Secretary)

SUMMARY/BACKGROUND:

FINANCIAL:

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

CITY CONTACT: Rhonda Lewis, Deputy City Secretary
lewisl@nactx.us
(936) 559-2506

ATTACHMENTS:

1. Resolution Calling Election 2024(Eng.)
2. Resolution Calling Election 2024(Spanish)

RESOLUTION NO. 1361-02-24

RESOLUTION CALLING FOR THE REGULAR ELECTION OF COUNCIL MEMBERS FOR SOUTHEAST WARD AND SOUTHWEST WARD 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 4, 2024 with polls open from 7:00 a.m. to 7:00 p.m. for election of two (2) members of City Council, being Council Member Southeast Ward, and Council Member Southwest Ward 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 17, 2024, through February 16, 2024, from 8:00 a.m. to noon and 1:00 p.m. to 5:00 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 4, 2024 City Council Election, will be conducted Monday, April 22, 2024 through Tuesday, April 30, 2024 from 8:00 a.m. to 5:00 p.m. daily, and Wednesday, May 1, 2024 through Friday, May 3, 2024 (due to death in family) 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 6th day of February 2024.

Randy Johnson, Mayor
City of Nacogdoches

ATTEST:

Rhonda Lewis, Interim City Secretary

RESOLUCIÓN 1361-02-24

UNA RESOLUCIÓN CONVOCANDO PARA UNA ELECCIÓN REGULAR DE COMISIONADOS PARA EL DISTRITO SURESTE (SOUTHEAST), DISTRITO SUROESTE (SOUTHWEST), Y UN COMISIONADO EN GENERAL, EN Y PARA LA CIUDAD DE NACOGDOCHES, TEXAS

RESUÉLVASE POR LA CIUDAD DE NACOGDOCHES, TEXAS:

I.

QUE una elección municipal sea llevada a cabo en la Ciudad de Nacogdoches, Texas, el sábado 4 de mayo, 2024, con las casillas electorales abiertas de 7:00 a.m. a 7:00 p.m. para la elección de dos (2) miembros de Comisionados de la Ciudad, siendo los puestos: Comisionado del Distrito Sureste (Southeast), Comisionado del Distrito Suroeste (Southwest) para suceder a aquellos comisionados cuyos términos expirarán cuando su sucesor sea debidamente elegido y calificado durante una reunión de los Comisionados de la Ciudad después de la fecha de elecciones.

II.

QUE las solicitudes para dichos puestos deberán ser recibidas en la Oficina de la Secretaria de la Ciudad, ubicada en el 202 E. Pilar Street, Sala 320, entre el 17 de enero y el 16 de febrero, 2024 de 8:00 AM a mediodía y de 1:00 PM a 5:00 PM.

III.

QUE dicha elección y votación anticipada deberán ser llevadas a cabo y conducidas en el Anexo al Palacio Municipal del Condado Nacogdoches, en la Oficina de Elecciones del Condado Nacogdoches (Nacogdoches County Courthouse Annex Elections Office) ubicada en el 203 West Main Street, Nacogdoches, Texas 75961 y que la ciudad entera deberá ser constituida un (1) distrito electoral.

IV.

QUE la votación anticipada por presentación personal para esta Elección de Comisionados de Distrito de la Ciudad, este 4 de mayo, 2024 será llevada a cabo del lunes 22 de abril, 2024 al martes 30 de abril, 2024, cada día entre las 8:00 AM y 5:00 PM, y el miércoles 1 de mayo, 2024 al viernes 3 de mayo, 2024 (por muerte en la familia), cada día de 7:00 AM a 7:00 PM en la Oficina de Elecciones del Condado Nacogdoches ubicada en el 203 West Main Street, Nacogdoches, Texas 75961.

V.

QUE aviso de dicha elección será dado según lo requiere la ley.

PASADA Y APROBADA este día 6 del mes de febrero 2024.

Randy Johnson, Alcalde
City of Nacogdoches

ATTEST:

Rhonda Lewis, Secretaria de la Ciudad



City Council Meeting

Date: February 6, 2024

Agenda Item: 5.E.

PRESENTER:

ITEM/SUBJECT: Consider approval of minutes for the rescheduled Regular City Council Meeting for January 23, 2024. (Deputy City Secretary)

SUMMARY/BACKGROUND:

FINANCIAL:

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

CITY CONTACT: Rhonda Lewis, Deputy City Secretary
lewisr@nactx.us
(936) 559-2506

ATTACHMENTS: 1. City Council Meeting Minutes - 01.23.24



Rescheduled Regular Session
Nacogdoches City Council
January 23, 2024 – 5:30 p.m.
City Council Chambers – City Hall
202 East Pilar Street

DRAFT

City Council present: Mayor Randy Johnson, Council Members, Chad Huckaby, Kathleen Belanger
Mayor Pro Tem Roy Boldon; and Brad Maule

1. Called to order at 5:30 p.m.
2. Pledge of Allegiance.
3. Open Forum:

Richard Herzog, Professor of Public Administration and Political Science at Stephen F. Austin University, addressed City Council regarding a public records request he submitted to the City of Nacogdoches. In the request he stated that an external investigation be performed into purchases made with a Purchase Card by an employee of the City of Nacogdoches.

Anne Keehnen suggested the Strong Towns Local Conversation Group, to assist Council with community and neighborhood issues. Ms. Keehnen stated there is a strong emphasis on fiscal responsibility and working together within the neighborhoods in Nacogdoches.

4. **ITEMS TO BE REMOVED FROM CONSENT AGENDA.**

There were no items removed from the Consent Agenda.

5. **CONSENT AGENDA:**

Councilman Huckaby moved to approve all items on the Consent Agenda. Councilwoman Belanger duly seconded the motion, and the motion was approved unanimously.

6. **REGULAR AGENDA:**

- A. **Consider approval of an agreement between the City of Nacogdoches and the Convention and Visitors Bureau in furtherance of the enhancement and promotion of convention, tourism, and hotel industry services, as well as the employment of the CVB Director and staff.**
- B. **Consider approval of amendments to the Constitution and Bylaws of the Nacogdoches Convention and Visitors Bureau.**
- C. **Consider approval of an ordinance of the City of Nacogdoches, Texas amending Chapter 94 "Taxation", Article IV "Hotel Occupancy Tax", Division 3 "Administration of Funds", Subdivision II "Convention and Visitors Bureau Board" of the Code of Ordinances for the City of Nacogdoches, Texas; providing a severability clause; providing a continuation clause; providing a repeal clause; and providing an effective date.**

Jerry Baker, City Attorney, addressed Council stating he would present Items A, B, and C of the regular agenda together, as they are related to each other. He stated in September of last year, the City Council approved an agreement for Hotel Occupancy Taxes, which permits the use of these taxes in promotion of tourism in Nacogdoches. This agreement will expire this year. The employment agreement with the CVB, where the Director and staff are employed by the City of Nacogdoches will expire this year as well. Mr. Baker stated that several meetings occurred with the Mayor, City Manager and the City Attorney, to address issues with each document. The two agreements were combined and clarified as to how the CVB and the City of Nacogdoches would continue to act as partners in the future. On January 10, 2024, the CVB reviewed and approved each document, changing no essential terms to either agreement.

Mr. Baker informed the Council that the CVB Constitution and Bylaws have been updated and awaiting approval of Council. The CVB Board reviewed and approved these revisions.

Mr. Baker stated that he would like approval of City Council for Item 6.C., revision to the current Ordinance related to the Hotel Occupancy Tax.

Minutes unofficial until approved by City Council

Councilman Boldon asked if City Council approved amendments to the CVB Bylaws.

Mr. Baker stated the last revision that was approved was year 2015.

Councilman Huckaby asked when was the effective date of the agreement.

Mr. Baker stated that January 16 and a one-year term from that date.

Councilman Maule moved to approve Items 6.A, B, and C, Councilman Huckaby duly seconded the motion, and the motion was approved unanimously.

D. Consider approval of the appointment of the Convention and Visitors Bureau Director.

Richard Beverlin, City Manager, recommended approval of Ashley Morgan, as Director of the Convention and Visitors Bureau. He stated that he believed Ms. Morgan would do a good job as Director in continuing to work with City partners and handling the steady visitation load across the year.

Councilman Huckaby made a motion to approve Ms. Morgan as the Convention and Visitors Bureau Direct. Councilman Maule duly seconded the motion and the appointment was approved unanimously.

7. EXECUTIVE SESSION:

Council adjourned into Executive Session at 5:51 p.m.

City Council reconvened in Regular Session at 7:37.

Councilwoman made a motion to approve the appointment of Michael Brown to the position of Fire Chief for the City of Nacogdoches. Councilman Huckaby duly seconded the motion and the motion passed unanimously.

Councilman Huckaby made a motion of approve the appointment of Jessica Sowell to the position of Community Services Director. Councilman Maule duly seconded the motion and the motion was approved unanimously.

No action was taken on the Director of Finance discussion.

8. ADJOURNED: 7:39 p.m.

ATTEST:

Mayor Randy Johnson
City Council
City of Nacogdoches

Rhonda Lewis, Deputy City Secretary



City Council Meeting

Date: February 6, 2024

Agenda Item: 5.F.

PRESENTER: Case Opperman, Director of Public Works

ITEM/SUBJECT: Consider approval of a contract by and between the City of Nacogdoches and Curtis Architecture for professional architectural services on City Hall Roof & HVAC Replacements Project in a not-to-exceed amount of \$49,500.00 (Director of Public Works).

SUMMARY/BACKGROUND: At the January 16, 2024 City Council meeting, Council approved the proposal from Reneau Roofing & Sheet Metal for City Hall Roof & HVAC Replacements. Architectural services will be needed for design of the re-roofing system, field guidance of repairs to the waterproofing coating along the parapet wall and coordination with the mechanical engineer on design and installation of the HVAC replacement systems, including compiling construction documents and performing construction administration services. Curtis Architecture has provided a proposal for these services in the amount of \$49,500.00. These services are included in the previously approved budget for this project.

FINANCIAL:

Item is budgeted:

Account No.: 01.86 680.00

Account Name: *Buildings & Structures*

Amount: \$ 49,500.00

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

Infrastructure

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

ATTACHMENTS: 1. Contract

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

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

**ARTICLE I
Scope of Services**

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

**ARTICLE II
Payment**

- 2.01 In consideration of the Consultant’s provision of the professional services in compliance with all terms and conditions of this Contract, the City shall pay the Consultant according to the terms set forth in **Exhibit B**. Except in the event of a duly authorized change order, approved by the City as provided in this Contract, the total cost of all professional services provided under this Contract may not exceed **Forty-Nine Thousand Five Hundred and 00/100 Dollars (\$ 49,500.00)**.

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

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

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

ARTICLE IV

Conceptual Design

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

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

ARTICLE V

Preliminary Design

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

ARTICLE VI

Final Design

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

ARTICLE VII

Bid Preparations & Evaluation

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

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

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

ARTICLE VIII

Construction Administration

- 8.01 The Consultant shall be a representative of, and shall advise and consult with, the City (1) during construction, and (2) at the City's direction from time to time during the correction or warranty period described in the construction contract. The Consultant shall have authority to act on behalf of the City only to the extent provided in this Contract unless modified by written instrument.
- 8.02 The Consultant shall make visits to the site, with a frequency appropriate to the scope of the Project, to inspect the progress and quality of the executed work of the construction contractor and its subcontractors and to determine if such work is proceeding in accordance with the contract documents. Consultant shall periodically review the as-built drawings for accuracy and completeness, and shall report its findings to the City.
- 8.03 Resident Project Representative (RPR): The Consultant shall provide the services of an RPR to support more frequent and extensive observations of the contractor's work. The presence of the RPR will not diminish the responsibilities of the Consultant's design professionals to provide site visits to monitor the progress of the project. Duties and responsibilities of the RPR include:
- a. The RPR will generally deal directly with the contractor and report to the Consultant, who in turn will report to the City. The RPR works under the direction of the Consultant. The RPR may communicate directly with the City, but only with the knowledge of the Consultant.
 - b. The RPR will not normally direct the work of the contractor but shall observe its compliance with the plans and specifications and report such directly to the Consultant. The RPR can communicate any concerns directly to the contractor, but all observed conditions will always be given to the Consultant as well.
 - c. If the RPR observes unsafe conditions, or other potentially hazardous conditions that might risk life and safety to anyone, he/she will immediately report such to the

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

- d. The RPR shall, on behalf of the Consultant, make and keep as-built drawings in the field to record any variances from the original designs shown in plans and specifications.
 - e. The RPR shall keep and maintain inspection reports for each day he/she is present on the project site. These reports shall be made available to the City at the end of the project. The daily reports shall include times of observations, activities observed, materials used or delivered to the job, problems encountered and solutions or adjustments made in the field.
 - f. The RPR shall review pay estimates from the contractor, on behalf of the Consultant, to verify the quantity and quality of work requested for payment. At no time will the RPR approve pay estimates, contract addendums, modifications, or change orders involving changes in the contract price.
 - g. The RPR shall be present to observe and witness all testing of on-site equipment and installed materials under the direction of the Consultant.
- 8.04 The Consultant shall keep the City informed of the progress and quality of the work through periodic project meetings and written monthly status reports. The Consultant shall employ the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license in discovering and promptly reporting to the City any defects or deficiencies in such work and shall disapprove or reject any work failing to conform to the contract documents.
- 8.05 The Consultant shall review and approve shop drawings and samples, the results of tests and inspections, and other data that each construction contractor or subcontractor is required to provide. The Consultant's review and approval shall include a determination of whether the work complies with all applicable laws, statutes, ordinances and codes and a determination of whether the work, when completed, will be in compliance with the requirements of the contract documents.
- 8.06 The Consultant shall determine the acceptability of substitute materials and equipment that may be proposed by construction contractors or subcontractors. The Consultant shall also receive and review maintenance and operating instruction manuals, schedules, guarantees, and certificates of inspection, which are to be assembled by the construction contractor in accordance with the contract documents.
- 8.07 The Consultant shall issue all instructions of the City to the construction contractor as well as interpretations and clarifications of the contract documents pertaining to the performance of the work. Consultant shall interpret the contract documents and judge the performance thereunder by the contractor constructing the Project, and Consultant shall,

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

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

ARTICLE IX

Change Orders & Documents & Materials

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

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

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

b. When the original contract amount plus all change orders is equal to or greater than \$50,000, the City Manager or his delegate may approve the written change order. For such contracts, when a change order exceeds \$50,000, the City Council must approve such change order prior to commencement of the services or work.

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

9.03 The Consultant shall furnish the City **Two (2)** sets of plans and specifications. It is hereby agreed that additional copies shall be provided to the City at the City's expense. The Consultant shall provide the City **One (1)** set of reproducible, ~~mylar~~ record drawings that clearly show all the changes made during the construction process, based upon the marked-up prints, drawings, and other data furnished by the construction contractor to the Consultant. The Consultant shall provide copies of documents, computer files if available, surveys, notes, and tracings used or prepared by the Consultant. The foregoing documentation, the Consultant's work product, and other information in the Consultant's possession concerning the Project shall be the property of the City from the time of preparation. The Consultant shall furnish one set of digital files representing the final record drawings.

ARTICLE X

Warranty, Indemnification & Release

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

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

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

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

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

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

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

ARTICLE XI

Insurance

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

ARTICLE XII

Use of Drawings, Specifications and Other Documents

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

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

ARTICLE XIII

Termination

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

ARTICLE XIV

Miscellaneous Terms

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

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

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

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

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

- (g) **COVID Vaccinations.** Contractor certifies that it does not require its customers to provide any documentation certifying the Customer's COVID-19 vaccination or post-transmission recovery on entry to, or to receive service from the Contractor's business.
- (h) **Boycotts.** (a) To the extent this Contract is considered a Contract for goods or services subject to § 2270.002 Texas Government Code, Contractor verifies that it: (i) does not boycott Israel; and (ii) will not boycott Israel during the term of this Contract.
- (b) To the extent this Contract has a value of \$100,000 or more and Contractor is an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit that employs 10 or more full time employees, Contractor certifies that it: (i) does not and will not boycott energy companies during the term of the contract (*See Texas Government Code 2274.002, et seq.*); and (ii) does not and will not discriminate against a firearm entity or firearm trade association (*See Texas Government Code 2274.002, et seq.*).
- 14.12 The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract. If there is a conflict between a provision in any documents provided by Consultant made a part of this Contract and any other provision in this Contract, the latter controls.
- 14.13 This Contract will be effective when signed by the last party whose signing makes the Contract fully executed. The parties may execute this Contract in duplicate originals, each of equal dignity.
- 14.14 **Notice of Indemnification. City and Consultant hereby acknowledge and agree that this Contract contains certain indemnification obligations and covenants.**

CURTIS ARCHITECTURE

412 North Street
Nacogdoches, Texas 75961

By: 

Printed Name: Rankin Curtis

Title: Principal

Date: 01/23/24

Firm Registration No.: BR 1341

CITY OF NACOGDOCHES

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

By: _____

Printed Name: _____

Title: City Manager

Date: _____

APPROVED AS TO CONTENT:

Director of Public Works

APPROVED AS TO FORM:

City Attorney

Exhibit A
Scope of Services

- Design of a re-roofing system over the main roof areas of the City Hall building
- Re-roofing of the drive-thru canopy of the Water Department
- Provide design that repairs the sump roof condition over the interior stairwell of City Hall
- Provide field guidance of repairs to the waterproofing coating where needed along the parapet wall
- Coordinate with Mechanical Engineer for the design and installation of HVAC replacement systems identified in provided Field Report

Exhibit B
Payment Terms and Schedule

Payment is a fixed fee in the amount listed in paragraph 2.01 of this Contract. This amount shall be payable by the City pursuant to the schedule listed below and upon completion of the services and acceptance by the City. The City will pay invoices according to its normal payment procedures.

Schedule of Payment for each phase:

Conceptual Design (10%)	\$ 4,950.00
Preliminary Development (25%)	\$ 12,375.00
Construction Documents (40%)	\$ 19,800.00
Construction Administration (25%)	\$ 12,375.00
Total	\$ 49,500.00

Exhibit C

Insurance Requirements

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

- I. Standard Insurance Policies Required:
 - A. Commercial General Liability
 - B. Business Automobile Liability
 - C. Workers' Compensation
 - D. Professional Liability

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

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

IV. Commercial (General) Liability requirements:

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

V. Business Automobile Liability requirements:

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

VI. The worker's compensation insurance requirements:

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

VII. Professional Liability requirements:

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

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

Exhibit D
Certificates of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/18/2024

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

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

PRODUCER RISKPRO Insurance Agency, LLC 901 Waterfall Way, Suite 407 Richardson, TX 75080	CONTACT NAME:		
	PHONE (A/C, No, Ext): () - -	FAX (A/C, No): () - -	
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		
INSURED Curtis Architecture 412 North Street Nacogdoches, TX 75961	INSURER A: Hartford Lloyds Insurance Company		NAIC # 38253
	INSURER B: Hartford Accident and Indemnity Co		22357
	INSURER C: Markel Insurance Company		38970
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY			46 SBM VF7190	2/6/2024	2/6/2025	EACH OCCURRENCE	\$ 2,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
A	AUTOMOBILE LIABILITY			46 SBM VF7190	2/6/2024	2/6/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
	☐ ANY AUTO OWNED AUTOS ONLY	☐ SCHEDULED AUTOS	BODILY INJURY (Per person)				\$	
	☒ HIRED AUTOS ONLY	☒ NON-OWNED AUTOS ONLY	BODILY INJURY (Per accident)				\$	
			PROPERTY DAMAGE (Per accident)				\$	
							\$	
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED	RETENTION \$					\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			46 WBC ZJ3516	2/26/2024	2/26/2025	☒ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N ☐	N / A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Architect Professional Liability			DRS-1k8pwka9-01	7/25/2023	7/25/2024	Each Claim Aggregate	\$1,000,000 \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Coverage subject to all policy terms, conditions, exclusions and endorsements.

CERTIFICATE HOLDER

CANCELLATION

Curtis Architecture
412 North Street
Nacogdoches TX 75961

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

AUTHORIZED REPRESENTATIVE

PRESENTER: Case Opperman, Director of Public Works

ITEM/SUBJECT: Consider approval of a contract by and between the City of Nacogdoches and Hydrex Environmental for professional engineering services for Landfill Soil Sampling for Metals with SPLP Analysis in a not-to-exceed amount of \$9,716.00. (Director of Public Works)

SUMMARY/BACKGROUND: The Nacogdoches Landfill has observed high magnitude concentrations for several metals in several monitoring wells. The Weches geologic formation in which the Landfill resides contains naturally high levels of these metals and Hydrex Environmental (a Nacogdoches-based environmental consulting firm) believes that these concentrations are naturally occurring and not from our Landfill operations. Hydrex has proposed to perform sampling to determine natural soil conditions in areas unaffected by waste placement activities. The results from laboratory analysis will be used to develop an alternate source demonstration (ASD) to address TCEQ comments regarding the elevated total metals concentrations at the Landfill facility. TCEQ is requiring more robust data collection in proving these metals detections so Hydrex will grab soil samples at depth to prove the existing naturally occurring argument. In prior years, Hydrex has performed this same sampling and analysis and successfully shown that the metals concentrations were not from the Landfill operations at those times. This is considered a preventative measure to avoid potential requirement of assessment monitoring and/or subsequent corrective actions. Total cost for this contract is \$9,716.00. There is adequate budget to fund this contract.

FINANCIAL:

Item is budgeted:

Account No.: 31.41 630.71

Account Name: *Sanitation Disposal - Consulting Services*

Amount: \$ 9,716.00

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

Not Applicable

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

ATTACHMENTS: 1. Contract

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

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

**ARTICLE I
Scope of Services**

- 1.01 In consideration of the compensation stated in paragraph 2.01 below, the Consultant agrees to provide the City with the professional services as described in **Exhibit A**, the Scope of Services, which is incorporated herein by reference for all purposes, and which services may be more generally described as follows: **2024 Landfill Soil Sampling for Metals with SPLP Analysis** (the “Project”).

**ARTICLE II
Payment**

- 2.01 In consideration of the Consultant’s provision of the professional services in compliance with all terms and conditions of this Contract, the City shall pay the Consultant according to the terms set forth in **Exhibit B**. Except in the event of a duly authorized change order, approved by the City as provided in this Contract, the total cost of all professional services provided under this Contract may not exceed **Nine Thousand Seven Hundred Sixteen and 00/100 Dollars (\$ 9,716.00)**.

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

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

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

ARTICLE IV

Conceptual Design

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

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

ARTICLE V

Preliminary Design

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

ARTICLE VI

Final Design

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

ARTICLE VII

Bid Preparations & Evaluation

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

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

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

ARTICLE VIII

Construction Administration

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

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

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

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

- contractor, Consultant and City. In such circumstances, the RPR will have the authority to stop the work of the contractor until the issue can be resolved.
- ~~d. The RPR shall, on behalf of the Consultant, make and keep as-built drawings in the field to record any variances from the original designs shown in plans and specifications.~~
 - ~~e. The RPR shall keep and maintain inspection reports for each day he/she is present on the project site. These reports shall be made available to the City at the end of the project. The daily reports shall include times of observations, activities observed, materials used or delivered to the job, problems encountered and solutions or adjustments made in the field.~~
 - ~~f. The RPR shall review pay estimates from the contractor, on behalf of the Consultant, to verify the quantity and quality of work requested for payment. At no time will the RPR approve pay estimates, contract addendums, modifications, or change orders involving changes in the contract price.~~
 - ~~g. The RPR shall be present to observe and witness all testing of on-site equipment and installed materials under the direction of the Consultant.~~
- ~~8.04 The Consultant shall keep the City informed of the progress and quality of the work through periodic project meetings and written monthly status reports. The Consultant shall employ the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license in discovering and promptly reporting to the City any defects or deficiencies in such work and shall disapprove or reject any work failing to conform to the contract documents.~~
- ~~8.05 The Consultant shall review and approve shop drawings and samples, the results of tests and inspections, and other data that each construction contractor or subcontractor is required to provide. The Consultant's review and approval shall include a determination of whether the work complies with all applicable laws, statutes, ordinances and codes and a determination of whether the work, when completed, will be in compliance with the requirements of the contract documents.~~
- ~~8.06 The Consultant shall determine the acceptability of substitute materials and equipment that may be proposed by construction contractors or subcontractors. The Consultant shall also receive and review maintenance and operating instruction manuals, schedules, guarantees, and certificates of inspection, which are to be assembled by the construction contractor in accordance with the contract documents.~~
- ~~8.07 The Consultant shall issue all instructions of the City to the construction contractor as well as interpretations and clarifications of the contract documents pertaining to the performance of the work. Consultant shall interpret the contract documents and judge the performance thereunder by the contractor constructing the Project, and Consultant shall,~~

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

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

ARTICLE IX

Change Orders & Documents & Materials

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

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

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

b. When the original contract amount plus all change orders is equal to or greater than \$50,000, the City Manager or his delegate may approve the written change order. For such contracts, when a change order exceeds \$50,000, the City Council must approve such change order prior to commencement of the services or work.

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

9.03 The Consultant shall furnish the City **one (1)** digital set of report, plans and specifications. It is hereby agreed that additional copies shall be provided to the City at the City's expense. ~~The Consultant shall provide the City _____ (—) sets of reproducible, mylar record drawings that clearly show all the changes made during the construction process, based upon the marked-up prints, drawings, and other data furnished by the construction contractor to the Consultant.~~ The Consultant shall provide copies of documents, computer files if available, surveys, notes, and tracings used or prepared by the Consultant. The foregoing documentation, the Consultant's work product, and other information in the Consultant's possession concerning the Project shall be the property of the City from the time of preparation. ~~The Consultant shall furnish one set of digital files representing the final record drawings.~~

ARTICLE X

Warranty, Indemnification & Release

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

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

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

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

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

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

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

ARTICLE XI Insurance

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

ARTICLE XII Use of Drawings, Specifications and Other Documents

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

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

ARTICLE XIII

Termination

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

ARTICLE XIV

Miscellaneous Terms

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

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

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

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

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

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

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

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

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

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

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

HYDREX ENVIRONMENTAL

312 Old Tyler Road
Nacogdoches, Texas 75961

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

CITY OF NACOGDOCHES

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

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

APPROVED AS TO CONTENT:

Director of Public Works

APPROVED AS TO FORM:

City Attorney

Exhibit A

Scope of Services

Soil sampling and preparation of a response to recent Texas Commission on Environmental Quality (TCEQ) correspondence regarding elevated total metals concentrations as well as an alternate source demonstration report at the Nacogdoches Landfill.

Task 1: Boring Installation, Soil Sampling and Boring Plugging

- Boring installations (3) to a maximum depth of 35' below ground surface or to refusal.
- Soil sampling of formation materials from two upgradient locations and one cross gradient location.
- Plugging of boreholes in accordance with applicable regulations.

Task 2: Laboratory Analysis

- Synthetic Precipitation Leaching Procedure (SPLP) analysis for six soil grab samples.

Task 3: Reporting

- Development of an alternate source demonstration for existing total metals with submittal to TCEQ and as a response to recent TCEQ correspondence.
- Preparation of State of Texas Well Installation/Plugging Reports.

Exhibit B
Payment Terms and Schedule

Payment is a fixed fee in the amount listed in paragraph 2.01 of this Contract. This amount shall be payable by the City pursuant to the schedule listed below and upon completion of the services and acceptance by the City. The City will pay invoices according to its normal payment procedures.

Schedule of Payment for each phase:

Task 1 – Boring Installation, Soil Sampling and Boring Plugging	\$ 3,400.00
Task 2 – Laboratory Analysis	\$ 2,466.00
Task 3 – Reporting	\$ 3,850.00
Total	\$ 9,716.00

Hydrex Environmental
Schedule of Fees

Effective Date January 1, 2024

DESCRIPTION		UNIT	UNIT PRICE
PERSONNEL			
Clerical	Clerical	hour	50.00
	Data Quality Assurance Manager	hour	70.00
	Administrative Assistant	hour	70.00
GIS	GIS Technician	hour	75.00
	GIS Analyst 1	hour	90.00
	GIS Analyst 2	hour	105.00
	Senior GIS Analyst	hour	125.00
	GIS Manager	hour	160.00
Drone	sUAS (Drone) Technician	hour	75.00
	sUAS (Drone) Analyst	hour	90.00
	sUAS (Drone) Remote Pilot	hour	110.00
	sUAS (Drone) Manager	hour	175.00
Technician and Field Services	Environmental Technician 1	hour	70.00
	Environmental Technician 2	hour	75.00
	Lead Environmental Technician	hour	80.00
	Construction Services Manager	hour	85.00
	Field Services Manager	hour	85.00
Biologists	Biologist 1	hour	90.00
	Biologist 2	hour	115.00
	Biologist 3	hour	135.00
	Senior Biologist	hours	150.00
	Manager of Ecological Services	hour	165.00
Environmental Scientist	Environmental Scientist 1	hour	90.00
	Environmental Scientist 2	hour	115.00
	Environmental Scientist 3	hour	135.00
	Senior Environmental Scientist	hour	200.00
Wetlands	Wetlands Assistant	hour	75.00
	Wetlands Delineator	hour	140.00
	Senior Wetlands Delineator	hour	165.00
Geologist	Geologist 1	hour	90.00
	Geologist 2	hour	115.00
	Geologist 3	hour	135.00
	Senior Geologist	hour	175.00
	Hydrogeologist	hour	125.00
	Senior Hydrogeologist	hour	200.00
Engineer	Project Engineer	hour	175.00
	Senior Engineer	hour	190.00
Project Management	Project Manager	hour	150.00
	Project Supervisor	hour	175.00
	Principal	hour	230.00
	Special Project Manager	hour	235.00
FEES			
Variable Fees	Mileage	mile	
	Per Diem	day/person	by quote
	Administrative Fee (2.5 % of total invoice)	per invoice	
Personnel - General			
Testimony in any court or administrative proceeding, including expert witness testimony, or the preparation for such an event shall be billed at two (2) times the hourly rate scheduled.			
Field Activities			
Field activities have a four (4) hour minimum per person per day, excluding travel time.			
When overnight stay is not required, but work day exceeds 8 hours, a meal allowance of \$40.00/day/person will apply.			
Standard Hours are 8:00 a.m. to 4:00 p.m. Monday through Friday, exclusive of designated holidays. A calendar week is Sunday through Saturday.			
Work during Non-Standard Hours will be billed at one and one-half (1.5) times the rates set forth herein.			
Holiday Hours will be two (2) times the rates set forth herein if such time would otherwise qualify as Standard Hours. The rates for labor performed on the designated holidays will be two and one-half (2.5) the rates that would otherwise qualify as Non-Standard hours. Designated holidays are: New Year's Day, Good Friday, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day. When these holidays fall on a weekend, the closest weekday will also be considered a holiday.			
Personnel will be billed at the corresponding rate stated herein for the time required to mobilize, service, repair, and restock all vehicles and equipment used in the performance of the contract.			

DESCRIPTION		UNIT	UNIT PRICE
MONITORING / MAPPING EQUIPMENT			
Monitoring Equipment	Landgem	day	275.00
	GX-2012	day	100.00
	Hand Pump (for filtering water samples)	day	35.00
	Flame Ionization Detector (FID)	day	150.00
	Photo Ionization Detector (PID)	day	165.00
	Interface Probe	day	75.00
	pH Meter	day	30.00
	Conductivity Meter	day	30.00
	Water Level Indicator	day	40.00
	Pump Controller (QED)	day	200.00
	Water Quality Logger (YSI, multiprobe)	day	235.00
	Turbidity Meter	day	45.00
	3000 Watt Generator (compact)	day	150.00
	8000 Watt Generator	day	160.00
Mapping Equipment	Global Position System Unit (sub-meter)	day	300.00
	Global Position System Unit (hand held)	day	175.00
	Fixed-Wing Drone – RTK	day	375.00
	Quadcopter Drone – RTK	day	275.00
	Indoor Inspection Drone (Elios III)	day	1000.00
	Thermal/OGI/Methane Laser Drone	day	500.00
	LIDAR Drone	day	500.00
	Ground Survey Smart Targets	day	500.00
	Laser-Level Survey Equipment	day	250.00
	Concrete Ground Control Point	each	225.00
	Wooden Ground Control Point	each	65.00
	ECO-Bot (Field Tablet)	day	300.00
EXPENDABLES / MISCELANEOUS EQUIPMENT			
Expendables	Compressed Nitrogen	bottle per day	37.50
	Bailers 1.5" x 3', Disposable, regular	each	28.00
	Bailers 1.5" x 3', Disposable, pressure	each	33.00
	VOC Sampler	each	4.50
	No purge sampling device (600 mL Hydrasleeve)	each	35.00
	Sampling accessory - weight	each	18.00
	Sampling accessory - spring clip	each	5.50
	Polyethylene Sheeting (3' x 50' - 4 mil)	roll	25.00
	Groundwater Sampling Filter (0.45µ)	each	40.00
	Groundwater Sampling Filter (10µ)	each	50.00
	Poly Tubing (3/8")	foot	4.50
Drums	5 Gallon	each	18.00
	55 Gallon	each	95.00
	85 Gallon	each	350.00
Pumping Equipment	Bladder Pump/Controller	day	150.00
	Redi-Flo2/Controller	day	250.00
	Peristaltic pump	day	200.00
	Purge, Battery Operated	day	45.00
	Trash (2-inch)	day plus fuel	150.00
Miscellaneous Handheld Equipment	Computer, Laptop	day	155.00
	Chainsaw	day	65.00
	Jackhammer	day	50.00
	Reciprocating Saw	day	35.00
	Wheel/String Trimmer	day	55.00
	Acetylene Cutting Torch	day	100.00
	Grinder	Day	40.00
	15 Gallon Tank with Sprayer	day	55.00
	65 Gallon Tank	day	42.50
	250 Gallon Tank	day	60.00

DESCRIPTION		UNIT	UNIT PRICE
PROTECTIVE CLOTHING			
Protective Clothing and Equipment	EPA Level B	day	250.00
	EPA Level C	day	125.00
	EPA Level D Protection or Equivalent	day	20.00
	Flame Resistant Clothing	day	45.00
	Waders, Hip/Chest	day	30.00
	Disposable Booties	pair	3.00
	Boots, Chemical	pair	155.00
	Respirator Cartridges	each	35.00
	Butyl, Rubber	pair	55.00
	Glove Liners	pair	1.00
	Nitrile Glove, heavy duty	pair	4.00
	Neoprene Glove	pair	40.00
	PVC Glove	pair	30.00
	PVA Glove	pair	20.00
	Viton Glove	pair	80.00
	Leather Glove	pair	20.00
	Nitrile Sample Gloves	pair	1.50
	Chemical Suit	each	75.00
	Poly Coated Suit	each	50.00
	Escape Pack 5 Minute	day	175.00
	Full-face Respirators	day	45.00
EQUIPMENT / TRUCKS / TRAILERS			
Generators	3000 Watts (compact)	day	150.00
	8000 Watts	day	160.00
Vehicles and Trailers	Trailer, Utility	day + mileage	75.00
	24'x102" Dovetail Deckover Trailer	day + mileage	165.00
	20'x83" Trailer, with ramp (heavy duty)	day + mileage	135.00
	Truck, Pickup (4WD)	day + mileage	175.00
	Vehicle, UTV	day	300.00
Heavy Equipment	Utility Tractor Kubota L4701 with FEL/BH	day/week	275.00/825.00
	Pallet Forks	day	50.00
	4' Front Trail Cutter	day	175.00
	Front Grapple bucket	day	100.00
	Hydraulic Concrete Mixer	day	150.00
Track-mounted Geoprobe 6620DT	Mobilization & Demobilization (round trip) - minimum: \$100.00	mile	3.00
	Soil Probing, Soil-Gas Probing, Groundwater Sampling	day	by quote
	Well/Probe installation using flight or HAS Augers	Day	by quote
	Standby Time (Unit & Operator)	hour	225.00
	Per Diem (2-man crew)	day	by quote
	Soil Sampling Expendables	foot	2.50
	Plugging Boreholes	foot	1.40
	Expendable Points	each	14.00
	Boring through concrete or asphalt (includes patching)	each	50.00
	Geophysical Logging Equipment	day	by quote
Equipment and Expendables			
Rental equipment is defined as any equipment listed herein with a corresponding "daily rental rate" and any equipment whether listed herein or not which Hydrex rents from a third party.			
Expendable items are subject to price increase based upon market fluctuations.			

Exhibit C

Insurance Requirements

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

I. Standard Insurance Policies Required:

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

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

III. General Requirements Applicable to All Policies

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

IV. Commercial (General) Liability requirements:

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

V. Business Automobile Liability requirements:

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

VI. The worker’s compensation insurance requirements:

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

VII. Professional Liability requirements:

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

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

Exhibit D
Certificates of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/23/2024

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

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

PRODUCER	O'Haver Securities LLC 108 E. Hospital St Nacogdoches, TX 75961	CONTACT NAME: Haylie Girard PHONE (A/C, No, Ext): 936-564-1735 E-MAIL: HaylieG@cbhins.com FAX (A/C, No): 936-564-6759	
INSURED	Hydrex Environmental Consulting, LLC 312 Old Tyler Road Nacogdoches, TX 75961	INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Homeland Insurance Company of NY	34452
		INSURER B : Travelers Insurance	36137
		INSURER C : Texas Mutual Insurance	22945
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	793003954-0008	11/05/2023	11/05/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	BA7N502662	11/05/2023	11/05/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			793003956-0008	11/05/2023	11/05/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	0001318954	11/05/2023	11/05/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Pollution Liability	Y	Y	793003954-0008	11/05/2023	11/05/2024	Ea. Occ/Per Agg \$1,000,000
A	Professional Liability	Y	Y	793003954-0008	11/05/2023	11/05/2024	Ea. Occ/Per Agg \$1,000,000

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

In regards to the General Liability, Certificate Holder is named as Additional Insured per attached form OBENVGE 301(02/11) with a waiver of Subrogation per attached form OBENVGE 320 (04/11). In regards to the Auto, Certificate Holder is named as an Additional Insured with a Waiver of Subrogation per form CAT4370216 & CAT3400215. Excess Liability is Follow Form per attached form OBENVXS 100 02 11. With respect to Certificate Holder, Coverage is Primary & Non-Contributory. Thirty day notice of cancellation in favor of certificate holder.

CERTIFICATE HOLDER

CANCELLATION

City of Nacogdoches 202 E. Pilar Street Nacogdoches, TX 75961	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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City Council Meeting

Date: February 6, 2024

Agenda Item: 5.H.

PRESENTER:

ITEM/SUBJECT: Presentation of the Investment Report for the quarter ended September 30, 2023. (Interim Finance Director)

SUMMARY/BACKGROUND: The investment portfolio of the City of Nacogdoches is in compliance with the Public Funds Investment Act and the Investment Policy and Strategies.

FINANCIAL:

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

CITY CONTACT: Todd Simoneaux, Interim Finance Director
simoneauxt@nactx.us
(936) 559-2529

ATTACHMENTS: 1. Quarterly Investment Report - September 30, 2023



QUARTERLY INVESTMENT REPORT

For the Quarter Ended

September 30, 2023

Prepared by
Valley View Consulting, L.L.C.

The investment portfolio of the City of Nacogdoches is in compliance with the Public Funds Investment Act and the Investment Policy and Strategies.

Todd Simoneaux
Investment Officer

Disclaimer: These reports were compiled using information provided by the City. No procedures were performed to test the accuracy or completeness of this information. The market values included in these reports were obtained by Valley View Consulting, L.L.C. from sources believed to be accurate and represent proprietary valuation. Due to market fluctuations these levels are not necessarily reflective of current liquidation values. Yield calculations are not determined using standard performance formulas, are not representative of total return yields and do not account for investment advisor fees.

Annual Comparison of Portfolio Performance

FYE Results by Investment Category:

Asset Type	September 20, 2022			September 30, 2023		
	Ave. Yield	Book Value	Market Value	Ave. Yield	Book Value	Market Value
MMA/MMF/Pools	1.82%	\$ 65,603,810	\$ 65,603,810	4.94%	\$ 63,449,697	\$ 63,449,697
Certificates of Deposit	2.04%	16,108,788	16,108,788	5.02%	23,599,054	23,599,054
Securities	1.82%	13,860,370	13,498,160	1.81%	13,998,256	13,901,780
Totals		\$ 95,572,968	\$ 95,210,758		\$ 101,047,008	\$ 100,950,531
Fourth Quarter-End Yield	1.86%			4.52%		

Average Quarter-End Yields (1):

	2022 Fiscal Year	2023 Fiscal Year
Nacogdoches	n/a	3.82%
Rolling Three Month Treasury	1.06%	4.94%
Rolling Six Month Treasury	1.01%	4.77%
TexPool	0.90%	4.74%
Fiscal YTD Interest Earnings	\$ 1,084,182 (City data)	\$ 3,630,010 (Approximate)

(1) Average Quarterly Yield calculated using quarter-end report average yield and adjusted book value.

Summary

Quarter End Results by Investment Category:

Asset Type	June 30, 2023			September 30, 2023		
	Ave. Yield	Book Value	Market Value	Ave. Yield	Book Value	Market Value
MMA/MMF/Pools	4.71%	\$ 69,059,587	\$ 69,059,587	4.94%	\$ 63,449,697	\$ 63,449,697
Certificates of Deposit	3.80%	21,406,117	21,406,117	5.02%	23,599,054	23,599,054
Securities	2.06%	13,963,502	13,759,340	1.81%	13,998,256	13,901,780
Totals	4.17%	\$ 104,429,206	\$ 104,225,044	4.52%	\$ 101,047,008	\$ 100,950,531

Average Yield - Current Quarter (1)

Total Portfolio	4.52%
Rolling Three Month Treasury	5.53%
Rolling Six Month Treasury	5.38%
TexPool	5.32%

Fiscal Year-to-Date Average Yield (2)

Total Portfolio	3.82%
Rolling Three Month Treasury	4.94%
Rolling Six Month Treasury	4.77%
TexPool	4.74%

Interest Income (Approximate)

Quarterly Interest Income	\$ 1,042,923
Fiscal Year-to-date Interest Income	\$ 3,630,010

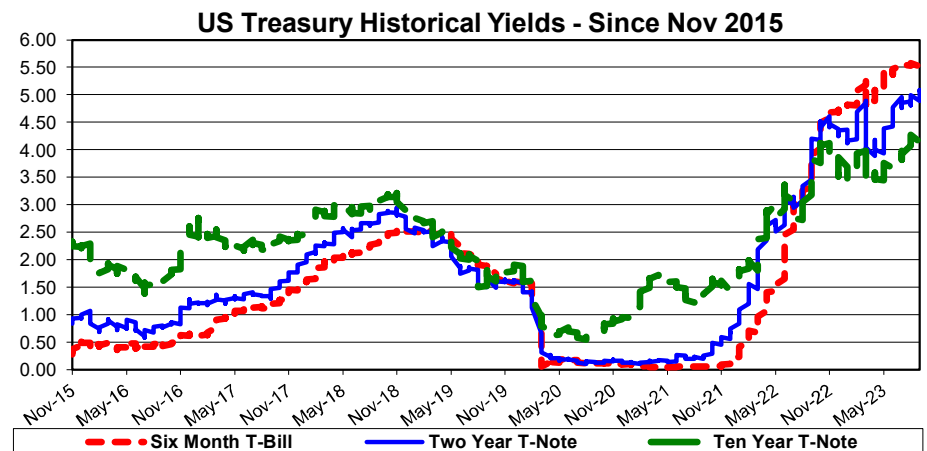
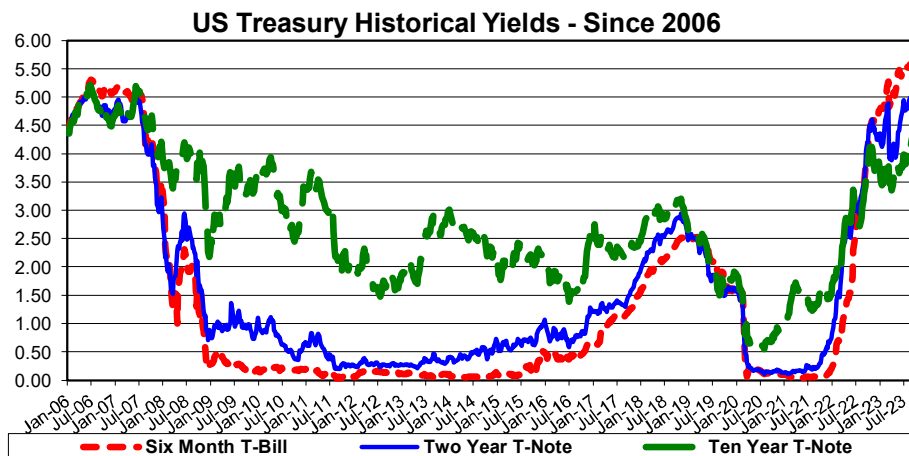
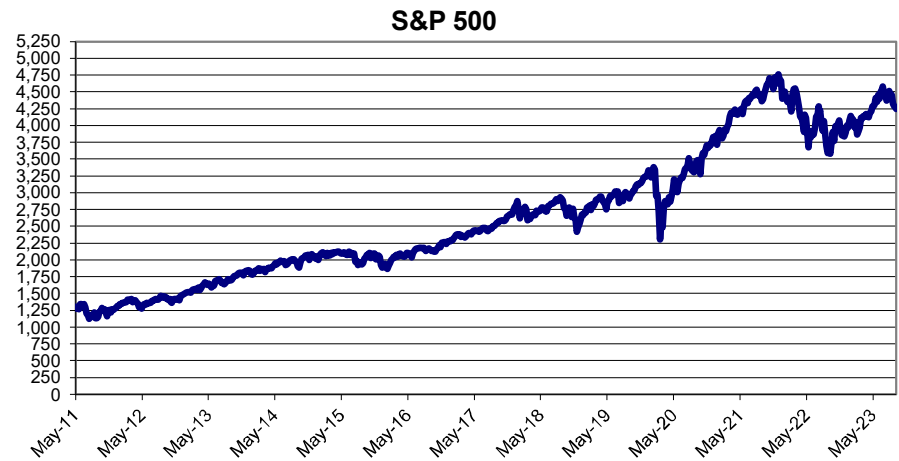
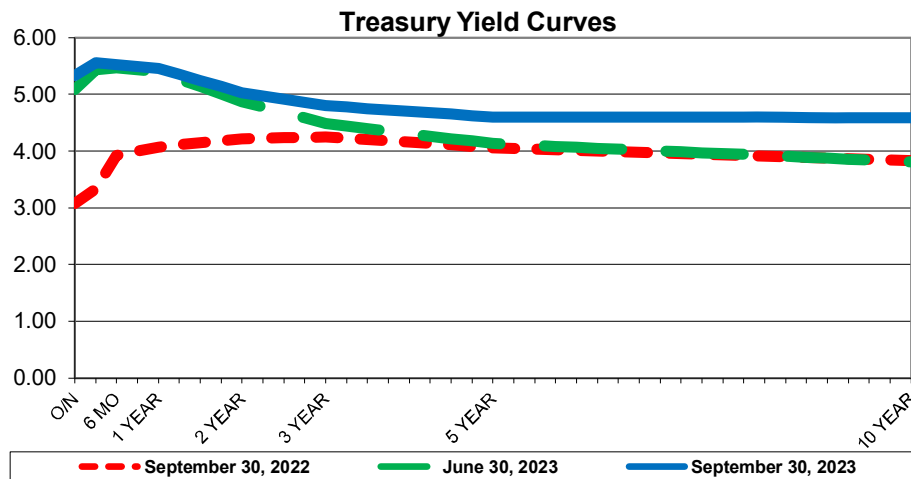
(1) **Average Yield - Current Quarter** - based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield for the reporting month is used for bank, pool, and money market balances.

(2) **Fiscal Year-to-Date Average Yields** - calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

Economic Overview

9/30/2023

The Federal Open Market Committee (FOMC) maintained the Fed Funds target range 0.25% to 5.25% - 5.50% (Effective Fed Funds are trading +/-5.33%). A pause is projected at least until the September 19-20 meeting, with any future actions data-dependent. Second Quarter 2023 GDP posted 2.1%. September Non-Farm Payroll surged up 336k new jobs, above the 170k projection. The S&P Stock Index continued to slide below 4,300. The yield curve drifted higher on the long end. Crude Oil traded +/- \$85 per barrel. Inflation drifted lower but still over the FOMC 2% target (Core PCE +/-3.9% and CPI +/-3.7%). The slowing China and German economies, Ukrainian/Russian and Israeli/Hamas conflicts continue to weight on future outlooks.



Investment Holdings
September 30, 2023

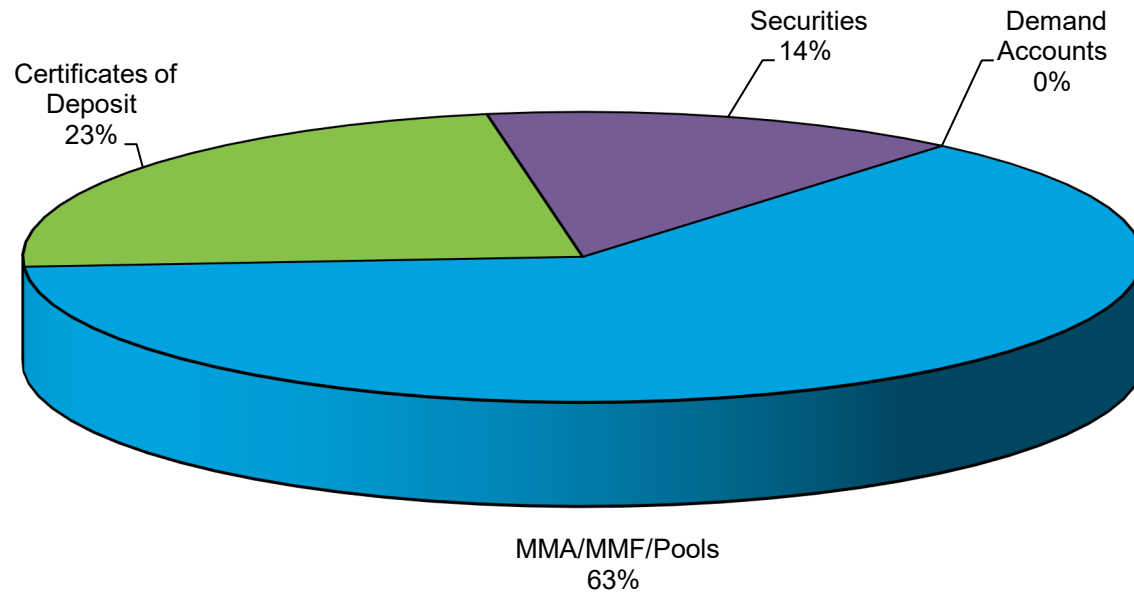
Description	Ratings	Coupon/ Discount	Maturity Date	Settlement Date	Face Amount/ Par Value	Book Value	Market Price	Market Value	Life (Day)	Yield
Southside Bank MMA (3)		2.69%	10/01/23	09/30/23	\$ 9,928,987	\$ 9,928,987	1.00	\$ 9,928,987	1	2.69%
Independent Financial Bank MMA		5.46%	10/01/23	09/30/23	5,132,115	5,132,115	1.00	5,132,115	1	5.46%
Veritex Bank MMA		5.46%	10/01/23	09/30/23	6,855,156	6,855,156	1.00	6,855,156	1	5.46%
Federated Hermes Gov't MMF		5.26%	10/01/23	09/30/23	198,965	198,965	1.00	198,965	1	5.26%
TexPool	AAAm	5.32%	10/01/23	09/30/23	41,334,474	41,334,474	1.00	41,334,474	1	5.32%
SUBTOTAL					\$ 63,449,697	\$ 63,449,697		\$ 63,449,697	1	4.94%
									(1)	(2)
US Treasury Note	Aaa/AA+	0.25%	10/02/23	03/24/22	8,000,000	8,000,000	100.00	8,000,000	2	1.54%
Citizens State Bank CD		0.45%	10/04/23	10/04/21	2,018,056	2,018,056	100.00	2,018,056	4	0.45%
Bank OZK CD		4.93%	01/04/24	04/04/23	2,041,758	2,041,758	100.00	2,041,758	96	4.93%
Wallis Bank CD		4.84%	02/02/24	02/07/23	3,070,423	3,070,423	100.00	3,070,423	125	4.93%
US Treasury Note	Aaa/AA+	2.13%	03/31/24	03/24/22	6,000,000	5,998,256	98.36	5,901,780	183	2.19%
Bank OZK CD		4.93%	04/04/24	04/04/23	2,041,758	2,041,758	100.00	2,041,758	187	4.93%
East West Bank CD		5.66%	05/01/24	08/01/23	2,019,007	2,019,007	100.00	2,019,007	214	5.82%
East West Bank CD		5.39%	06/27/24	06/27/23	2,089,075	2,089,075	100.00	2,089,075	271	5.54%
East West Bank CD		5.55%	07/29/24	07/28/23	2,082,416	2,082,416	100.00	2,082,416	303	5.71%
East West Bank CD		5.55%	08/01/24	08/01/23	2,067,565	2,067,565	100.00	2,067,565	306	5.71%
East West Bank CD		5.61%	09/23/24	09/22/23	4,168,996	4,168,996	100.00	4,168,996	359	5.77%
Bank OZK CD		5.45%	03/26/25	09/26/23	2,000,000	2,000,000	100.00	2,000,000	543	5.60%
SUBTOTAL					\$ 37,599,054	\$ 37,597,311		\$ 37,500,834	184	3.83%
									(1)	(2)
TOTAL					\$ 101,048,751	\$ 101,047,008		\$ 100,950,531	69	4.52%
									(1)	(2)

(1) **Weighted average life** - For purposes of calculating weighted average life, bank accounts, pools and money market funds are assumed to have an one day maturity.

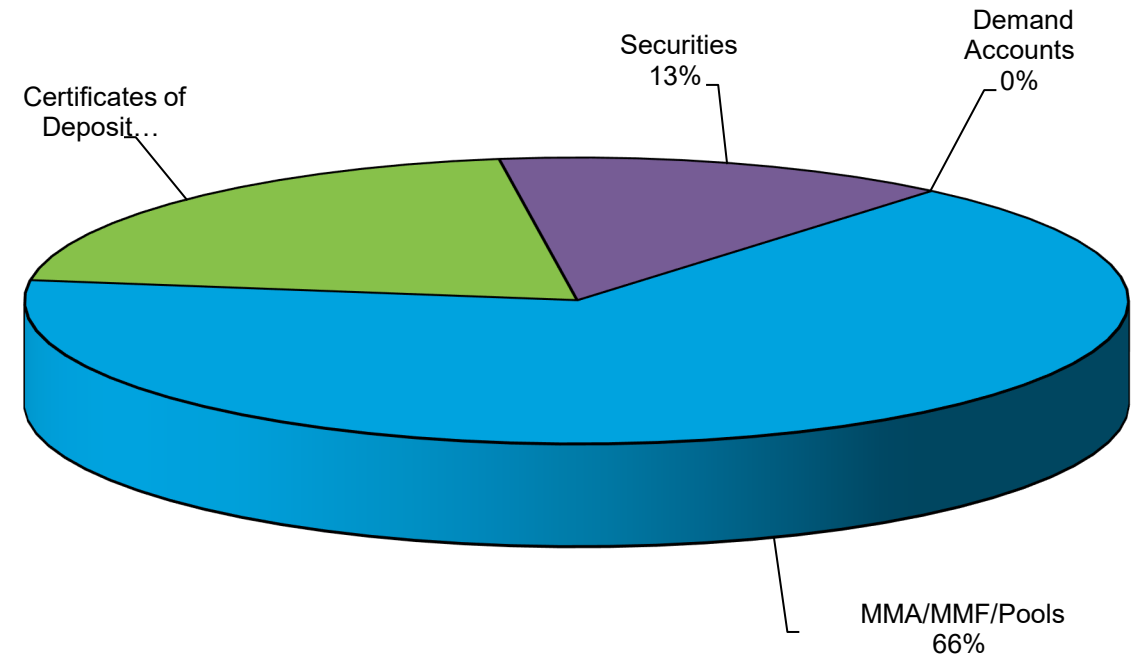
(2) **Weighted average yield to maturity** - The weighted average yield to maturity is based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield for the reporting month is used for bank accounts, pools, and money market funds.

(3) **Weighted Average Yield** - The City has several Southside Bank MMA accounts with differing yields. A weighted average yield of all Southside Bank MMA accounts is calculated.

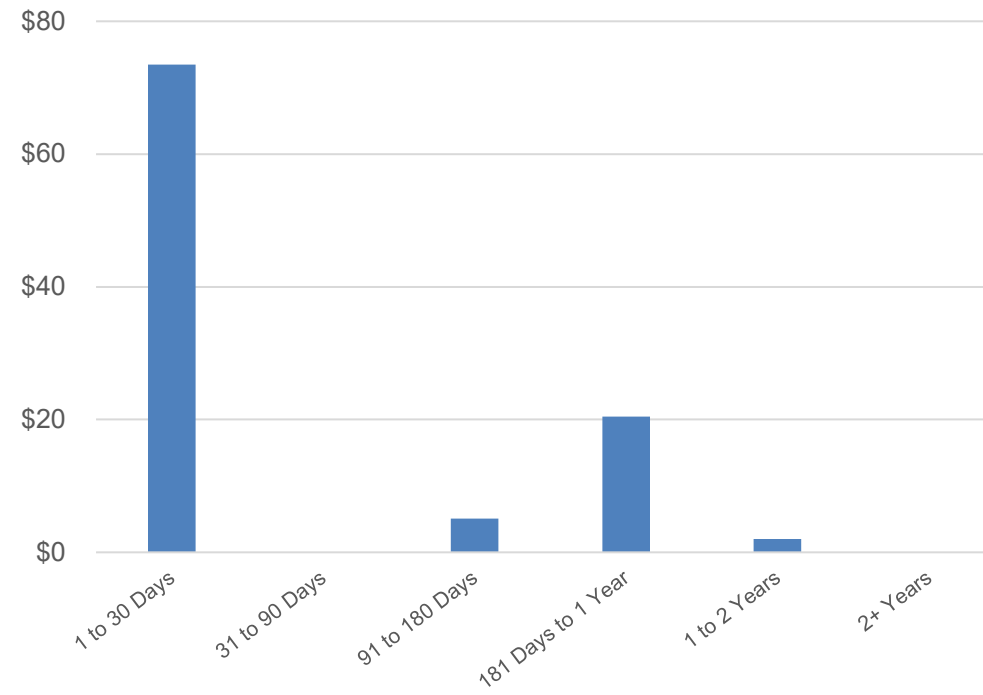
**Portfolio Composition
Current Quarter**



**Portfolio Composition
Previous Quarter**



Distribution by Maturity Range (Millions)



Book & Market Value Comparison

Issuer/Description	Yield	Maturity Date	Book Value 06/30/23	Increases	Decreases	Book Value 09/30/23	Market Value 06/30/23	Change in Market Value	Market Value 09/30/23
Southside Bank MMA	2.69%	10/01/23	\$ 7,213,150	\$ 2,715,838	\$ —	\$ 9,928,987	\$ 7,213,150	\$ 2,715,838	\$ 9,928,987
Independent Financial Bank MMA	5.46%	10/01/23	5,062,518	69,597	—	5,132,115	5,062,518	69,597	5,132,115
Veritex Bank MMA	5.46%	10/01/23	6,766,016	89,140	—	6,855,156	6,766,016	89,140	6,855,156
Federated Hermes Gov't MMF	5.26%	10/01/23	201,646	—	(2,681)	198,965	201,646	(2,681)	198,965
TexPool	5.32%	10/01/23	49,816,258	—	(8,481,783)	41,334,474	49,816,258	(8,481,783)	41,334,474
East West Bank CD	3.05%	07/28/23	2,057,290	—	(2,057,290)	—	2,057,290	(2,057,290)	—
East West Bank CD	4.95%	08/01/23	2,040,093	—	(2,040,093)	—	2,040,093	(2,040,093)	—
East West Bank CD	4.00%	09/22/23	4,125,539	—	(4,125,539)	—	4,125,539	(4,125,539)	—
Citizens State Bank CD	0.75%	09/23/23	2,037,442	—	(2,037,442)	—	2,037,442	(2,037,442)	—
US Treasury Note	1.97%	09/30/23	7,966,122	33,878	—	8,000,000	7,902,800	97,200	8,000,000
Citizens State Bank CD	0.45%	10/04/23	2,015,719	2,337	—	2,018,056	2,015,719	2,337	2,018,056
Bank OZK CD	4.93%	01/04/24	2,016,545	25,213	—	2,041,758	2,016,545	25,213	2,041,758
Wallis Bank CD	4.93%	02/02/24	3,036,056	34,367	—	3,070,423	3,036,056	34,367	3,070,423
US Treasury Note	2.19%	03/31/24	5,997,380	877	—	5,998,256	5,856,540	45,240	5,901,780
Bank OZK CD	4.93%	04/04/24	2,016,545	25,213	—	2,041,758	2,016,545	25,213	2,041,758
East West Bank CD	5.82%	05/01/24	—	2,019,007	—	2,019,007	—	2,019,007	2,019,007
East West Bank CD	5.54%	06/27/24	2,060,887	28,188	—	2,089,075	2,060,887	28,188	2,089,075
East West Bank CD	5.71%	07/29/24	—	2,082,416	—	2,082,416	—	2,082,416	2,082,416
East West Bank CD	5.71%	08/01/24	—	2,067,565	—	2,067,565	—	2,067,565	2,067,565
East West Bank CD	5.77%	09/23/24	—	4,168,996	—	4,168,996	—	4,168,996	4,168,996
Bank OZK CD	5.60%	03/26/25	—	2,000,000	—	2,000,000	—	2,000,000	2,000,000
TOTAL/ AVERAGE	4.52%		\$ 104,429,206	\$ 15,362,631	\$ (18,744,828)	\$ 101,047,008	\$ 104,225,044	\$ (3,274,513)	\$ 100,950,531

Allocation
September 30, 2023

Book Value	Investment Total	Airport Operations	Capital Projects	Debt Service	Equipment Replacement	General Fund	Grants Fund
Southside Bank MMA	\$ 9,928,987	\$ 229,259	\$ 1,176,811	\$ 297,845	\$ 1,504,197	\$ 1,189,552	\$ 2,136
Independent Financial Bank MMA	5,132,115	—	—	—	—	—	—
Veritex Bank MMA	6,855,156	—	—	—	—	2,285,052	—
Federated Hermes Gov't MMF	198,965	—	—	—	—	—	—
TexPool	41,334,474	—	1,342,527	1,777	39,386	4,696,487	4,220,824
10/02/23—US Treasury Note	8,000,000	—	—	—	2,000,000	2,000,000	—
10/04/23—Citizens State Bank CD	2,018,056	—	—	—	—	—	—
01/04/24—Bank OZK CD	2,041,758	—	—	—	—	—	—
02/02/24—Wallis Bank CD	3,070,423	—	—	—	—	—	—
03/31/24—US Treasury Note	5,998,256	—	—	—	—	1,499,564	—
04/04/24—Bank OZK CD	2,041,758	—	—	—	—	2,041,758	—
05/01/24—East West Bank CD	2,019,007	—	—	—	—	—	—
06/27/24—East West Bank CD	2,089,075	—	—	—	—	—	—
07/29/24—East West Bank CD	2,082,416	—	—	—	—	—	—
08/01/24—East West Bank CD	2,067,565	—	—	—	—	—	—
09/23/24—East West Bank CD	4,168,996	—	—	—	—	2,084,498	—
03/26/25—Bank OZK CD	2,000,000	—	—	—	—	2,000,000	—
Totals	\$ 101,047,008	\$ 229,259	\$ 2,519,338	\$ 299,621	\$ 3,543,584	\$ 17,796,912	\$ 4,222,960

Allocation
September 30, 2023

(Continued)

Book Value	Internal Service Fund	Sanitation Fund	Special Revenue Fund	Utility & Sanitation Fund	Utility Fund
Southside Bank MMA	\$ 446,366	\$ —	\$ 30,947	\$ 951,231	\$ 4,100,642
Independent Financial Bank MMA	—	—	—	—	5,132,115
Veritex Bank MMA	—	2,285,052	—	—	2,285,052
Federated Hermes Gov't MMF	—	—	—	—	198,965
TexPool	2,255,812	7,420,990	2,015,139	—	19,341,531
10/02/23—US Treasury Note	—	—	—	—	4,000,000
10/04/23—Citizens State Bank CD	—	2,018,056	—	—	—
01/04/24—Bank OZK CD	—	2,041,758	—	—	—
02/02/24—Wallis Bank CD	—	—	—	3,070,423	—
03/31/24—US Treasury Note	—	1,499,564	—	—	2,999,128
04/04/24—Bank OZK CD	—	—	—	—	—
05/01/24—East West Bank CD	—	—	—	—	2,019,007
06/27/24—East West Bank CD	—	2,089,075	—	—	—
07/29/24—East West Bank CD	—	—	—	—	2,082,416
08/01/24—East West Bank CD	—	—	—	2,067,565	—
09/23/24—East West Bank CD	—	—	—	—	2,084,498
03/26/25—Bank OZK CD	—	—	—	—	—
Totals	\$ 2,702,178	\$ 17,354,496	\$ 2,046,086	\$ 6,089,219	\$ 44,243,354

Allocation
September 30, 2023

Market Value	Investment Total	Airport Operations	Capital Projects	Debt Service	Equipment Replacement	General Fund	Grants Fund
Southside Bank MMA	\$ 9,928,987	\$ 229,259	\$ 1,176,811	\$ 297,845	\$ 1,504,197	\$ 1,189,552	\$ 2,136
Independent Financial Bank MMA	5,132,115	—	—	—	—	—	—
Veritex Bank MMA	6,855,156	—	—	—	—	2,285,052	—
Federated Hermes Gov't MMF	198,965	—	—	—	—	—	—
TexPool	41,334,474	—	1,342,527	1,777	39,386	4,696,487	4,220,824
10/02/23—US Treasury Note	8,000,000	—	—	—	2,000,000	2,000,000	—
10/04/23—Citizens State Bank CD	2,018,056	—	—	—	—	—	—
01/04/24—Bank OZK CD	2,041,758	—	—	—	—	—	—
02/02/24—Wallis Bank CD	3,070,423	—	—	—	—	—	—
03/31/24—US Treasury Note	5,901,780	—	—	—	—	1,475,445	—
04/04/24—Bank OZK CD	2,041,758	—	—	—	—	2,041,758	—
05/01/24—East West Bank CD	2,019,007	—	—	—	—	—	—
06/27/24—East West Bank CD	2,089,075	—	—	—	—	—	—
07/29/24—East West Bank CD	2,082,416	—	—	—	—	—	—
08/01/24—East West Bank CD	2,067,565	—	—	—	—	—	—
09/23/24—East West Bank CD	4,168,996	—	—	—	—	2,084,498	—
03/26/25—Bank OZK CD	2,000,000	—	—	—	—	2,000,000	—
Totals	\$ 100,950,531	\$ 229,259	\$ 2,519,338	\$ 299,621	\$ 3,543,584	\$ 17,772,793	\$ 4,222,960

Allocation
September 30, 2023

(Continued)

Market Value	Internal Service Fund	Sanitation Fund	Special Revenue Fund	Utility & Sanitation Fund	Utility Fund
Southside Bank MMA	\$ 446,366	\$ —	\$ 30,947	\$ 951,231	\$ 4,100,642
Independent Financial Bank MMA	—	—	—	—	5,132,115
Veritex Bank MMA	—	2,285,052	—	—	2,285,052
Federated Hermes Gov't MMF	—	—	—	—	198,965
TexPool	2,255,812	7,420,990	2,015,139	—	19,341,531
10/02/23—US Treasury Note	—	—	—	—	4,000,000
10/04/23—Citizens State Bank CD	—	2,018,056	—	—	—
01/04/24—Bank OZK CD	—	2,041,758	—	—	—
02/02/24—Wallis Bank CD	—	—	—	3,070,423	—
03/31/24—US Treasury Note	—	1,475,445	—	—	2,950,890
04/04/24—Bank OZK CD	—	—	—	—	—
05/01/24—East West Bank CD	—	—	—	—	2,019,007
06/27/24—East West Bank CD	—	2,089,075	—	—	—
07/29/24—East West Bank CD	—	—	—	—	2,082,416
08/01/24—East West Bank CD	—	—	—	2,067,565	—
09/23/24—East West Bank CD	—	—	—	—	2,084,498
03/26/25—Bank OZK CD	—	—	—	—	—
Totals	\$ 2,702,178	\$ 17,330,377	\$ 2,046,086	\$ 6,089,219	\$ 44,195,116

Allocation
June 30, 2023

Book Value	Investment Total	Airport Operations	Capital Projects	Debt Service	Equipment Replacement	General Fund	Grants Fund
Southside Bank MMA	\$ 7,213,150	\$ 204,941	\$ 21,499	\$ 2,042	\$ 19,028	\$ 900,377	\$ 86,343
Independent Financial Bank MMA	5,062,518	—	—	—	—	—	—
Veritex Bank MMA	6,766,016	—	—	—	—	2,255,339	—
Federated Hermes Gov't MMF	201,646	—	—	—	—	—	—
TexPool	49,816,258	—	2,337,679	508,715	1,437,109	7,112,233	2,976,842
07/28/23—East West Bank CD	2,057,290	—	—	—	—	—	—
08/01/23—East West Bank CD	2,040,093	—	—	—	—	—	—
09/22/23—East West Bank CD	4,125,539	—	—	—	—	2,062,770	—
09/23/23—Citizens State Bank CD	2,037,442	—	—	—	—	2,037,442	—
09/30/23—US Treasury Note	7,966,122	—	—	—	1,991,530	1,991,530	—
10/04/23—Citizens State Bank CD	2,015,719	—	—	—	—	—	—
01/04/24—Bank OZK CD	2,016,545	—	—	—	—	—	—
02/02/24—Wallis Bank CD	3,036,056	—	—	—	—	—	—
03/31/24—US Treasury Note	5,997,380	—	—	—	—	1,499,345	—
04/04/24—Bank OZK CD	2,016,545	—	—	—	—	2,016,545	—
06/27/24—East West Bank CD	2,060,887	—	—	—	—	—	—
Totals	\$ 104,429,206	\$ 204,941	\$ 2,359,178	\$ 510,757	\$ 3,447,668	\$ 19,875,581	\$ 3,063,185

Allocation
June 30, 2023

(Continued)

Book Value	Internal Service Fund	Sanitation Fund	Special Revenue Fund	Utility & Sanitation Fund	Utility Fund
Southside Bank MMA	\$ 693,947	\$ —	\$ 40,338	\$ 1,154,455	\$ 4,090,179
Independent Financial Bank MMA	—	—	—	—	5,062,518
Veritex Bank MMA	—	2,255,339	—	—	2,255,339
Federated Hermes Gov't MMF	—	—	—	—	201,646
TexPool	1,876,323	7,123,930	2,114,278	—	24,329,149
07/28/23—East West Bank CD	—	—	—	—	2,057,290
08/01/23—East West Bank CD	—	—	—	2,040,093	—
09/22/23—East West Bank CD	—	—	—	—	2,062,770
09/23/23—Citizens State Bank CD	—	—	—	—	—
09/30/23—US Treasury Note	—	—	—	—	3,983,061
10/04/23—Citizens State Bank CD	—	2,015,719	—	—	—
01/04/24—Bank OZK CD	—	2,016,545	—	—	—
02/02/24—Wallis Bank CD	—	—	—	3,036,056	—
03/31/24—US Treasury Note	—	1,499,345	—	—	2,998,690
04/04/24—Bank OZK CD	—	—	—	—	—
06/27/24—East West Bank CD	—	2,060,887	—	—	—
Totals	\$ 2,570,271	\$ 16,971,765	\$ 2,154,616	\$ 6,230,603	\$ 47,040,641

Allocation
June 30, 2023

Market Value	Investment Total	Airport Operations	Capital Projects	Debt Service	Equipment Replacement	General Fund	Grants Fund
Southside Bank MMA	\$ 7,213,150	\$ 204,941	\$ 21,499	\$ 2,042	\$ 19,028	\$ 900,377	\$ 86,343
Independent Financial Bank MMA	5,062,518	—	—	—	—	—	—
Veritex Bank MMA	6,766,016	—	—	—	—	2,255,339	—
Federated Hermes Gov't MMF	201,646	—	—	—	—	—	—
TexPool	49,816,258	—	2,337,679	508,715	1,437,109	7,112,233	2,976,842
07/28/23—East West Bank CD	2,057,290	—	—	—	—	—	—
08/01/23—East West Bank CD	2,040,093	—	—	—	—	—	—
09/22/23—East West Bank CD	4,125,539	—	—	—	—	2,062,770	—
09/23/23—Citizens State Bank CD	2,037,442	—	—	—	—	2,037,442	—
09/30/23—US Treasury Note	7,902,800	—	—	—	1,975,700	1,975,700	—
10/04/23—Citizens State Bank CD	2,015,719	—	—	—	—	—	—
01/04/24—Bank OZK CD	2,016,545	—	—	—	—	—	—
02/02/24—Wallis Bank CD	3,036,056	—	—	—	—	—	—
03/31/24—US Treasury Note	5,856,540	—	—	—	—	1,464,135	—
04/04/24—Bank OZK CD	2,016,545	—	—	—	—	2,016,545	—
06/27/24—East West Bank CD	2,060,887	—	—	—	—	—	—
Totals	\$ 104,225,044	\$ 204,941	\$ 2,359,178	\$ 510,757	\$ 3,431,838	\$ 19,824,540	\$ 3,063,185

Allocation
June 30, 2023

(Continued)

Market Value	Internal Service Fund	Sanitation Fund	Special Revenue Fund	Utility & Sanitation Fund	Utility Fund
Southside Bank MMA	\$ 693,947	\$ —	\$ 40,338	\$ 1,154,455	\$ 4,090,179
Independent Financial Bank MMA	—	—	—	—	5,062,518
Veritex Bank MMA	—	2,255,339	—	—	2,255,339
Federated Hermes Gov't MMF	—	—	—	—	201,646
TexPool	1,876,323	7,123,930	2,114,278	—	24,329,149
07/28/23—East West Bank CD	—	—	—	—	2,057,290
08/01/23—East West Bank CD	—	—	—	2,040,093	—
09/22/23—East West Bank CD	—	—	—	—	2,062,770
09/23/23—Citizens State Bank CD	—	—	—	—	—
09/30/23—US Treasury Note	—	—	—	—	3,951,400
10/04/23—Citizens State Bank CD	—	2,015,719	—	—	—
01/04/24—Bank OZK CD	—	2,016,545	—	—	—
02/02/24—Wallis Bank CD	—	—	—	3,036,056	—
03/31/24—US Treasury Note	—	1,464,135	—	—	2,928,270
04/04/24—Bank OZK CD	—	—	—	—	—
06/27/24—East West Bank CD	—	2,060,887	—	—	—
Totals	\$ 2,570,271	\$ 16,936,555	\$ 2,154,616	\$ 6,230,603	\$ 46,938,560

PRESENTER: Case Opperman, Director of Public Works

ITEM/SUBJECT: Consider approval of a contract by and between the City of Nacogdoches and McKinney & Moore of Texas, LLC for the WWTP Bar Screen Rehabilitation Project for a not-to-exceed amount of \$114,040.00. (Director of Public Works)

SUMMARY/BACKGROUND: Recently, the bar screens at the Wastewater Treatment Plant (WWTP) failed, requiring full rehabilitation to be put back online in the wastewater treatment process. Bar screens are large mechanical filters at the headworks of the WWTP removing large, solid objects such as rags, plastic or metals from the wastewater as it enters the treatment facility. In August of last year, City Council approved the purchase of the parts and components necessary for these replacements due to the almost 6-month lead time on equipment delivery. Now that the equipment is nearing delivery, staff has gone out for bids on the installation of these components.

On January 25, 2024, the City received bids for the WWTP Bar Screen Rehabilitation Project with four (4) contractors submitting bids as follows:

<i>McKinney & Moore of Texas, LLC</i>	<i>\$ 114,040.00</i>
Horton Excavating	\$ 153,700.00
Duplichain Contractors	\$ 209,700.00
Allco, LLC	\$ 710,390.00

McKinney & Moore of Texas, LLC, was found to be the lowest responsible bidder. They are a Bullard-based contractor who is currently working for the City on another project and has successfully completed other projects for the City in the past. It is recommended that the low bid be awarded to McKinney & Moore of Texas, LLC in the amount of \$114,040.00. There is an adequate budget to fund this project.

FINANCIAL:

Item is budgeted:

Account No.: 30 179.39
Account Name: *Utility Fund CIP*
Amount: \$176,000

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

Infrastructure

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

- ATTACHMENTS:**
1. Bid Award Recommendation
 2. Bid Tab
 3. Contract Documents
 4. PowerPoint Slide



January 25, 2024

Mr. Case Opperman, P.E., City Engineer
City of Nacogdoches
202 E. Pilar Street, Suite 239
Nacogdoches, Texas 75961

Re: WWTP Bar Screen Rehabilitation Project
Bid Summary / Recommendation to Award

Dear Mr. Opperman:

On Thursday, January 25, 2024, the City of Nacogdoches received four (4) bids on the above referenced project. Attached is a copy of the bid tabulation for your review.

The low bidder is McKinney & Moore of Texas, LLC from Bullard, Texas with a total bid price of \$114,040.00. This price is for the repair of the existing bar screens at the wastewater treatment plant with replacement equipment that has been purchased by the City. Also included in the bid price is an allowance of \$30,000.00 for the upgrade of the existing electrical control panel.

This firm, as well as the City, has worked with McKinney & Moore on past projects and considers them a competent and qualified contractor capable of completing this project to the satisfaction of both the City and the Engineer. It is our recommendation that the City accept the low bid and award the contract to McKinney & Moore of Texas, LLC in the amount of \$114,040.00.

If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,

Steve Wick, P.E.

encl

cc: Mr. T.J. McKinney, President, McKinney & Moore of Texas



**City of Nacogdoches
Wastewater Treatment Plant Bar Screen Rehabilitation Project
Bid Tabulation - January 25, 2024**

Item	Qty	Unit	Description	<i>McKinney & Moore</i>	<i>Horton Excavating</i>	<i>Duplichain Contractors</i>	<i>Allco</i>
				Bid Price	Bid Price	Bid Price	Bid Price
1A	1	LS	Rehabilitation of Two (2) Mechanical Bar Screens	\$84,040.00	\$123,700.00	\$179,700.00	\$680,390.00
2A	1	LS	Electrical Control Panel Review & Upgrade (Allowance)	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
Total Bid				\$114,040.00	\$153,700.00	\$209,700.00	\$710,390.00



**BIDDING
and
CONTRACT DOCUMENTS

FOR

CONSTRUCTION SERVICES
FOR
WWTP BAR SCREEN REHABILITATION PROJECT

Bid #: 24-10-113**

**DUE DATE
JANUARY 25, 2024 @ 2:00 PM**

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

www.nactx.us

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INSTRUCTIONS TO BIDDERS

1.0 NOTICE

Sealed bids addressed to the City of Nacogdoches Engineering Office, 202 Pilar St., Suite 239, Nacogdoches, TX 75961, will be received for **Construction Services for WWTP Bar Screen Rehabilitation Project** until **2:00 PM, January 25, 2024** after which time all qualified bids will be publicly opened and read aloud at **City Hall Conference Room 203**. Bids received after that time will be returned unopened. No fax or email bids will be accepted.

LOCATION AND DESCRIPTION OF PROJECT

Installation of previously purchased Bar Screen equipment, including rehabilitation of electrical controls and equipment, as necessary.

A Pre-bid Meeting will be held at the Wastewater Treatment Plant, 2996 FM-1275, Nacogdoches, Texas at 10:00 AM on January 18, 2024. This meeting is not mandatory, but attendance is highly recommended.

COPIES OF BIDDING DOCUMENTS

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

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

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

Sealed bids shall be clearly marked with the words “Sealed Bid, WWTP Bar Screen Rehabilitation Project” and addressed to the City of Nacogdoches. Bids shall be delivered using one of the following methods:

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

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

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

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

2.0 DEFINITION OF TERMS

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

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

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

CITY – Same as City of Nacogdoches.

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

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

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

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

OWNER – City of Nacogdoches.

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

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

SUPPLIER – Same as Contractor.

3.0 COPIES OF BIDDING DOCUMENTS

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

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

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

4.0 COMMUNICATION

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

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

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

5.0 PRE-BID CONFERENCE

A Pre-bid Meeting will be held at **the Wastewater Treatment Plant, 2996 FM-1275, Nacogdoches, Texas at 10:00 AM on January 18, 2024.** This meeting is not mandatory, but attendance is highly recommended.

Representatives of the Owner will be present to discuss the project. Bidders are highly encouraged to attend and participate in the conference. Owner's Representative will transmit to all prospective bidders of record such Addenda as he considers necessary in response to questions arising at the conference.

6.0 GENERAL BID PROVISIONS

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

furnished by the Owner; 2) Lack of signature by an authorized representative on the proposal form; 3) Failure to properly complete the proposal; 4) Evidence of collusion among proposers; 5) Omission of a certified Cashier's Check or Bid Bond (if required) proposal guarantee; 6) Unauthorized alteration of bid form; 7) Lack of appropriate qualifications and experience relative to the size and scope of the work proposed; 8) Unsatisfactory performance; 9) Failure to complete projects or 10) Loaded or unbalanced bids. Owner reserved the right to waive any minor informality or irregularity.

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

7.0 QUALIFICATIONS OF BIDDERS

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

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

- A. Work previously completed by the bidder and whether the bidder:
 - a. maintains a permanent place of business;
 - b. has adequate plant and equipment to do the work properly and expeditiously;

- c. has paid or settled all claims for payment promptly;
- d. has appropriate technical experience;
- e. has job references for work of similar size and scope to the project; and
- f. satisfactory performance and completion of public, or comparable, projects.

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

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

8.0 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

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

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

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

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

D. The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment or disposal of spoil are to be provided by the Contractor. Contractor is responsible for obtaining all permits

required for any of the before mentioned purposes prior to beginning work in accordance with the Standard Form Of Agreement, Paragraph 35 Permits and Licenses.

- E. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this section, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

9.0 INTERPRETATIONS and ADDENDA

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

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

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

10.0 BID SECURITY

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

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

The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required contract security, whereupon the Bid Security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen (15) days after the Notice of Award, the Owner may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may

be retained by Owner until 5 days after the Agreement is executed whereupon Bid Security furnished by such Bidders will be returned. Bid Security with Bids which are not competitive will be returned within seven days after the Bid opening.

11.0 CONTRACT TIME

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

12.0 SUBSTITUTE OR "OR EQUAL" ITEMS

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

13.0 BID FORM

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

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

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

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

All names must be typed or printed below the signature.

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

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

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

14.0 SUBMISSION OF BIDS

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

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

15.0 MODIFICATION AND WITHDRAWAL OF BIDS

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

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

16.0 OPENING OF BIDS

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

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

17.0 BIDS TO REMAIN SUBJECT TO ACCEPTANCE

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

18.0 AWARD OF CONTRACT

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

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

Owner may consider the qualifications and experience of subcontractors, suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of subcontractors, suppliers, and other persons and organizations must be submitted as provided. Owner may also consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

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

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

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

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

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

19.0 CONTRACT SECURITY

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

20.0 SIGNING OF AGREEMENT

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

21.0 PERSONAL INTEREST

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

22.0 DISCLOSURE OF INTERESTED PARTIES

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

For purposes of this section, the following definitions apply:

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

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

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

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

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

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

§2252.908 Texas Government Code, “at the time the business entity submits the signed contract” to the City.

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

CONTRACTOR'S PROPOSAL



CITY OF NACOGDOCHES
WWTP BAR SCREEN REHABILITATION PROJECT
ADDENDUM NO. 1

FROM: Stokes & Associates, Inc.
DATE: January 19, 2024
TO: All Plan holders

This Addendum forms a part of the Contract Documents and modifies the original Contract Documents and Technical Specifications dated January 2024. All bids submitted for this project shall reflect the content of this Addendum.

Bidders shall acknowledge receipt of this Addendum in the space below and include this page with the bid proposal. Failure to do so may subject bidder to disqualification.

Contractor shall call Engineer's office and confirm receipt of this Addendum (903-657-7558) or respond by email to steve@stokesandassociates.com.

I acknowledge receipt of Addendum No. 1, consisting of 5 pages.

Signed: 

Company: McKinney & Moore of Texas, LLC

Item 1: REPLACEMENT OF BOTTOM BASE PLATE / SCREEN BARS – Addition to Project

- Contractor shall coordinate with the screen supplier (Vision Equipment) and procure a weld on bottom base plate for each screen. As per the Contract Documents, the Contractor will be responsible for dewatering the channel; this will be required to install the new base plates. For reference, the bottom base plate is depicted as Item No. 2 on the Duperon Plan Sheet labeled "Main Layout" (Dwg No. 2657A001) that is contained in the Appendix.
- The contractor shall also procure eight (8) spare bars for each screen from the screen supplier. After dewatering the channels, the screen bars will be inspected by the Engineer and/or supplier and bars that are bent, damaged, etc. shall be replaced.
- Costs for the new base plates and bars shall be included in the Contractor's bid (City will not be providing these items).

Item 2: CHANNEL DEWATERING - Clarification

- The Contractor shall be responsible for isolating each screen channel by manipulation of the existing slide gates or by some other means. Contractor shall also provide, as necessary, a stop log or equal on the downstream side of the screen to prevent influent flow from backing up into the screen channel. Contractor is responsible for keeping the isolated screen channels dewatered.
- The Plant Operators are responsible for the operation and maintenance of the diesel by-pass pumps that are currently in-place. Plant staff will ensure that the influent flow is bypassed around the screens.

Item 3: WARRANTY PERIOD - Clarification

The Contractor will be required the warranty the Bar Screen Rehabilitation Project for a period of 120 days from the date of acceptance of the project by the City.

- Mechanical Equipment Warranty - The warranty shall be defined as a “warranty of workmanship” and does not include the actual mechanical screen equipment, which is being warranted by the manufacturer.
- Control Panel Warranty - The electrical control panel rehabilitation shall also be included in the 120 day warranty period. The panel warranty shall be defined as “the control system shall operate the screen equipment as designed by the manufacturer”; the Contractor will be responsible for any adjustments that are needed and the replacement and procurement of any electrical or control components that fail during this period.

Item 4: ELECTRICAL – Clarification and Revision

- The two (2) VFD’s referenced in the Contract Documents are being supplied by Vision Equipment for installation by the Contractor’s electrician.
- An allowance in the amount of \$30,000 is being provided for the remaining electrical work that will be included in the bid item **Electrical Control Panel Review and Upgrade**. Work under this item shall include all necessary upgrades and revisions to the existing control panel to make the screen system operable. Contractor shall supply estimates to the Engineer / City Staff for needed work in the panel that will be paid for with the allowance.

Item 5: BID PROPOSAL - Revised

A Revised Bid Proposal is included as part of this Addendum that includes the above referenced items; the revised bid proposal consists of three (3) sheets.

REVISED BID PROPOSAL

Place Nacogdoches, TX

Date 01 / 25 / 2024

Project No. _____ Bid #: 24-10-113

Proposal of McKinney & Moore of Texas, LLC

_____ (hereinafter called BIDDER) a corporation, organized
and existing under the laws of the State of Texas / a partnership / an individual doing business as
LLC (cross out non-applicable references).

To the City of Nacogdoches, Texas (hereinafter called OWNER).

Gentlemen:

The BIDDER, in compliance with your invitation for bids for the **CITY OF NACOGDOCHES – WASTEWATER TREATMENT PLANT BAR SCREEN REHABILITATION PROJECT**, having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the project including the availability of materials and labor, hereby proposes to furnish all labor, materials (other than what is being supplied by the City) and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

BIDDER hereby agrees to commence work under this contract on or before a date specified in a written "Notice to Proceed" of the OWNER and to fully complete the project within **90** consecutive calendar days thereafter as stipulated in the specifications. BIDDER further agrees to pay as liquidated damages, the sum of **\$250.00** for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

BIDDER acknowledges receipt of the following addenda:

1. Addendum #1 Dated 1-19-24
- 2.

BIDDER agrees to perform all the **CITY OF NACOGDOCHES – WASTEWATER TREATMENT PLANT BAR SCREEN REHABILITATION PROJECT** as described in the Specifications and shown on the Plans, for the following unit prices:

REVISED BID PROPOSAL

CITY OF NACOGDOCHES WASTEWATER TREATMENT PLANT BAR SCREEN REHABILITATION PROJECT

The contractor shall furnish all labor, equipment (other than what is being supplied by the City), materials and superintendence required to perform all work in connection with the **CITY OF NACOGDOCHES – WASTEWATER TREATMENT PLANT BAR SCREEN REHABILITATION PROJECT** as per the Contract Documents, including but not limited to the following:

Item No.	Estimated Quantity	Item Description / Unit Price Words	Extended Price

1A	1	LS	Rehabilitation of Two (2) Existing Mechanical Bar Screens as per the Contract Documents including, but not limited to, isolation and dewatering of each screen channel, removal and disposal of existing rotating equipment and other debris from the two (2) bar screens, cleaning of the existing equipment and concrete influent channels, procurement and installation of new screen base plates, procurement and replacement of damaged screen bars, installation of equipment purchased by the City in both bar screens as per the manufacturer's instruction, associated welding and hardware, wash water piping as required, equipment startup and coordination with manufacturer, installation of two (2) VFD's in the existing control panel (VFD's are being supplied by Vision Equipment), protection of adjacent equipment and structures, site restoration, clean-up / disposal of all debris and all other required appurtenances for a complete and operational bar screen assembly

Eighty Four Thousand and Forty Dollars

(in words)

& Zero Cents

(in words)

per lump sum

\$84,040.00

figure

2A	1	LS	Electrical Control Panel Review and Upgrade Allowance to include any and all work necessary to make the screen system operable. Items shall include, but not be limited to, revisions to the existing control panel as outlined by the manufacturer (shown in the submittal documents), replacement of miscellaneous electrical equipment and controls, wiring, conduit, electrical connections, equipment startup and all required appurtenances for a complete and operational electrical installation (<i>Note: Contractor shall provide estimates to the Engineer / City Staff for needed work in the panel which will be paid for from the allowance</i>)

Thirty Thousand Dollars

(in words)

& 00 Cents

(in words)

per lump sum

\$30,000.00

figure

TOTAL ALL BID ITEMS

\$ 114,040.00 Dollars & Cents (in words)

\$ One Hundred Fourteen Thousand and Forty Dollars and Zero Cents Dollars & Cents (in figures)

Amounts are to be shown in both words and figures and in case of discrepancy; the amount shown in words will govern.

The above unit prices shall include all labor, materials, shipping, hauling, removal, clean-up, overhead, profit, insurance, etc. to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any formalities in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of **60 days** after the scheduled closing time for receiving bids.

The bid security accompanying this proposal shall be returned to the bidder, unless in case of the acceptance of the Proposal, the bidder shall fail to execute a Contract within fifteen days after its acceptance, in which case the bid security shall become the property of the CITY OF NACOGDOCHES and shall be considered as payment for damages due to delay and other inconveniences suffered by the City on account of such failure of the bidder. It is understood that the CITY OF NACOGDOCHES reserves the right to reject any and all bids.

The work proposed shall be accepted when fully completed and finished in accordance with the Plans and Specifications to the satisfaction of the Owner.

The undersigned certifies that the bid prices contained in this Proposal have been carefully checked and are submitted as correct and final.

Respectfully Submitted:

Thank You,



T.J. McKinney

PRESIDENT

C: (903) 780-7789

O: (903) 630-3655

E: tj@mckinneyandmoore.com

M: P.O. Box 908 Bullard, Texas 75757

PA: 16600 State Highway 155 South

Tyler, Texas 75703 Suite:3007



McKinney and Moore of Texas, LLC

AIA Document 310 - 2010 Bid Bond

CONTRACTOR (Name, legal status and address):

McKinney and Moore of Texas, LLC
P.O. Box 908
Bullard, TX 75757

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

FCCI Insurance Company
6300 University Parkway
Sarasota, FL 34240-8424

OWNER (Name, legal status and address):

City of Nacogdoches
202 East Pilar Street
Nacogdoches, TX 75961

Bond Amount: **Five Percent of the Greatest Amount Bid (5% GAB)**

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

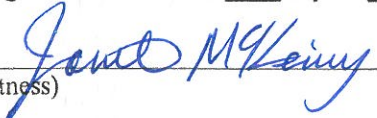
WWTP Bar Screen Rehabilitation Project

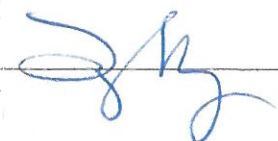
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters in to a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding ninety (90) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond ninety (90) days.

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

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

Signed and sealed this **25th** day of **January, 2024**

(Witness)  (Seal)

(Witness)  (Seal)

McKinney and Moore of Texas, LLC

(Principal)  (Seal)

(Name & Title): **T.J. McKinney, President**
FCCI Insurance Company

(Surety)

(Name & Title): **Debra Lee Moon, Attorney-in-Fact**

Language conforms to AIA Document A310 Bid Bond
BID70001ZZ0311f



GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Troy Russell Key; Debra Lee Moon; Andrea Rose Crawford; Sandra Lee Roney; Colin E. Conly; John R. Ward; Monica Ruby Veazey; Thomas Douglas Moore; Emily Allison Mikeska; Allyson W. Dean; Andrew Gareth Addison; Patrick Thomas Coyle; Michael Donald Hendrickson; Bryan Kelly Moore; Elizabeth Ortiz; Ana Owens; Betty J. Reeh; Faith Ann Hilly

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$30,000,000.00): \$30,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

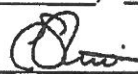
The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest:


Christina D. Welch, President
FCCI Insurance Company




Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW
Commission # NH 326335
Expires February 27, 2027


Notary Public

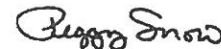
State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



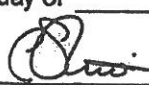
PEGGY SNOW
Commission # NH 326335
Expires February 27, 2027


Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 25th day of January, 2024


Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call FCCI Insurance Group's (FCCI)* toll-free telephone number for information or to make a complaint at 1-800-228-3224.

You may also write to FCCI Insurance Group Compliance Department e-mail at StateComplaints@fcci-group.com.

For Claims, you may write to FCCI Insurance Group Claim Department e-mail at newclaim@fcci-group.com.

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

You may write the Texas Department of Insurance:

PO Box 149104

Austin TX 78714-9104

Fax: 1-512-475- 1771

Web: <http://www.tdi.state.tx.us>

E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES

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

ATTACH THIS NOTICE TO YOUR BOND

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

*The FCCI Insurance Group includes the following insurance carriers: Brierfield Insurance Company, FCCI Advantage Insurance Company, FCCI Commercial Insurance Company, FCCI Insurance Company, Monroe Guaranty Insurance Company, and National Trust Insurance Company.

CONTRACTOR DATA SHEET



CONTRACTOR'S QUALIFICATION STATEMENT

FIRM	MCKINNEY & MOORE OF TEXAS, LLC				
ADDRESS	16600 St HWY 155, Suite 3007				
CITY	Tyler	STATE	TEXAS	ZIP	75703
PHONE	(903) 630-3655	CELL	(903) 780-7789		

LIMITED LIABILITY CORPORATION

Established under the laws of the State of Texas with the principal business in East Texas.

YEARS OF EXPERIENCE & PRINCIPALS OF FIRM:

NAME	TITLE	PHONE	NO. OF YEARS
T.J. MCKINNEY	MANAGING MEMBER	(903) 780-7789	22
JANET MCKINNEY	MANAGING MEMBER	(903) 521-8621	18
STAN MARTIN	OFFICE MANAGER	(903) 586-3911	40
GEORGE MCKINNEY	CONSULTANT	(903) 586-3911	50

FIRM HISTORY:

MCKINNEY & MOORE OF TEXAS, LLC	FROM	2022	TO	PRESENT
MCKINNEY & MOORE OF TEXAS, LP	FROM	2005	TO	2022
MCKINNEY & MOORE, INC	FROM	1975	TO	2005

FIRM'S AVERAGE ANNUAL CONSTRUCTION VOLUME: \$ 5 MIL

BANK REFERENCE:

AUSTIN BANK
200 EAST COMMERCE ST., JACKSONVILLE, TX 75766
CRYSTAL BATEMAN (903) 586-1526
CBATEMAN@AUSTINBANK.COM

BOND REFERENCE:

Mullis Newby Hurst
5057 Keller Springs Rd, Suite 200, Addison, TX 75001
Troy Key (297) 201-0105
Tkey@mnhins.com

MOST RECENT COMPLETED PROJECTS

COMPLETED PROJECTS	CONTRACT AMOUNT	COMPLETION YEAR	ENGINEER	ENG. PHONE #
Hawkins WWTP Rehabilitation	\$ 858,205	2024	KSA Engineers	903-581-8141
Nacogdoches SWTP Filter Rehab	\$ 291,906	2023	KSA Engineers	903-581-8141
Mount Vernon WWTP Imp	\$ 536,855	2023	KSA Engineers	903-326-7700
City of Palestine - Lamar St	\$ 184,881	2023	City	903-731-8441
TDCJ Beto Effluent Weirs	\$ 183,080	2023	TDCJ	304-553-4873
Winona ISD Lift Station	\$ 374,294	2023	The C.T. Brannon Corporation	903-597-2122
City of Palestine - Sylvan St Sewer Line	\$ 237,655	2023	City	903-731-8441
City of Emory - Lift Station	\$ 197,623	2022	Hayter Engineering	903-785-0303
City of Palestine - RFP-018	\$ 157,600	2022	City	903-731-8441
City of Palestine - Waterline Replacement	\$ 246,501	2022	City	903-731-8441
Smith County Sand Flat WSC	\$ 402,575	2021	Hayes Engineering	903-758-2010
Murchison Sewer Improvements	\$ 126,916	2021	Velvin & Weeks	903-675-3903
Canton WWTP Rehab	\$ 182,266	2021	Capco Engineers	903-531-9670
COT Force Main & ARV Replacement	\$ 214,037	2021	Langan / Adams	903-324-8412
City of Yantis Lift Station Rehabilitation	\$ 207,945	2021	Hayter Engineering	903-785-0303
Beto Unit WWTP Refurbish Clarifier	\$ 335,543	2021	TDCJ	304-553-4873
Sand Flat WSC High Service Pump Station	\$ 397,600	2020	Hayes Engineering	903-758-2010
Kaufman Sewer Improvements	\$ 101,750	2020	Freeman-Millican	214-503-0555
City of Quinlan WWTP & Lift Station Imp	\$ 219,230	2019	Hayter Engineering	903-785-0303
Coffield Clarifier Repairs	\$ 42,750	2019	TDCJ	304-553-4873
Spring Hill ISD Baseball Complex	\$ 164,350	2019	N/A	903-939-0240
Brookshire WTP RAW Water Pump Station	\$ 143,825	2019	KSA Engineers	972-542-2995
Josephine WWTP	\$ 461,622	2019	DBI Engineers	972-787-7777

CERTIFICATION OF BID

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

Signed By: T.J. McKinney Title: President

Typed Name: T.J. McKinney Company Name: McKinney & Moore of Texas, LLC

Phone No: 903-780-7789 Fax No: _____

Email: tj@mckinneyandmoore.com

Bid Address: PO Box 908, Bullard, TX 75757
P.O. Box or Street City State Zip

Remit Address: _____
P.O. Box or Street City State Zip

Federal Tax ID No: 88-4139601

DUNS No: _____

Date: 01 / 25 / 2024

CONDITIONS OF AGREEMENT

CONDITIONS OF AGREEMENT

CONTRACT DOCUMENTS

STANDARD SPECIFICATIONS FOR CONSTRUCTION--CITY OF NACOGDOCHES

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

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

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

GENERAL CONDITIONS OF AGREEMENT

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

SPECIAL PROVISIONS OF AGREEMENT

- A. **MEASUREMENTS:** All work not specifically set forth as a pay item in the Proposal shall be considered a subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the various unit prices listed in the Proposal.
- B. **QUANTITIES:** Where unit quantities are shown on each bid item of the Proposal, they shall be construed to represent approximate quantities of Work to be completed. Final quantities will be determined by measurement on the site of the completed Work. Work performed outside of specified limits will not be included in final measurement. Bidders are hereby notified that no incidental items of the Work will be paid for unless it is listed in the Proposal form as a pay item.
- C. **EXPLOSION, COLLAPSE AND UNDERGROUND HAZARDS (XCU):** Contracts where trenching depths exceed twelve (12) feet shall require additional coverage for the following General Liability hazards:

Explosion
Collapse

Applies to blasting operations
Applies to excavation and grading work adjacent to structure

Underground

Applies to excavation, burrowing, trenching, tunneling, etc. For example, severing an electrical line during excavation operations.

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

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

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

- E. **MATERIAL STAGING:** Contractor is responsible for identifying and securing a suitable site for the storage of materials and other construction related items unless such a site is specifically identified in the plans.
- F. **PERMITS:** Contractor will be required to get permits pursuant to contract documents; however, the city will waive the fees.
- G. **STORM WATER PERMIT:** For construction areas disturbing more than one (1) acre of land, Contractor shall provide a Storm Water Pollution Prevention Plan and all related inspections, rain gages, signage, subsidiary to the contract.
- H. **SURVEY:** The Owner will provide a one-time survey staking of key construction points, bench marks, horizontal controls, building corners, or utility appurtenances as deemed necessary by the City Engineer. Additional construction staking, or replacement staking, will be at the contractor's expense.
- I. **CONTRACTOR PARKING and BATHROOMS:** Unless noted otherwise in the bid documents and plans, the installation of temporary bathroom facilities on the site will not be allowed. Parking for construction related vehicles, worker vehicles, and other equipment may be limited at the construction site. The Contractor should anticipate the need to provide an off-site parking subsidiary to the bid price in the contract.
- J. **FIELD OFFICES:** The Contractor will not be required to maintain a field office at the construction site. In the event that the Contractor wishes to have a temporary project office, approval will be required by the Owner. The cost for the installation of all utilities will be paid by the Contractor.
- K. **DRAINAGE AND EROSION CONTROLS:** The contractor will be responsible for designing, installing and maintaining interim drainage and erosion controls for the

construction site. Surface drainage channels, culverts, or other features will be maintained by the contractor in such a way to minimize the impacts from storm water to offsite properties.

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

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

PERFORMANCE BOND

PAYMENT BOND

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

STANDARD FORM OF AGREEMENT FOR CONSTRUCTION

CITY OF NACOGDOCHES CONSTRUCTION AGREEMENT

This Agreement is entered into by and between the **City of Nacogdoches**, a Texas home-rule municipal corporation (the "City") and **McKinney & Moore of Texas, LLC**, a limited liability corporation (the "Contractor"), for **Construction Services for WWTP Bar Screen Rehabilitation Project** located in Nacogdoches, Texas (the "Project").

1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. CONTRACT DOCUMENTS

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

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

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

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

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

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

3. AWARD OF CONTRACT

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

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

3.03. **Contract Amount.** Except in the event of a duly authorized change order approved by the City as provided in this Contract, and in consideration of the Contractor’s final completion of all work in conformity with this Contract, the City shall pay the Contractor an amount not to exceed **One Hundred Fourteen Thousand Forty Dollars and 00/100 Dollars (\$ 114,040.00).**

4. CITY'S REPRESENTATIVE

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

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

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

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

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

5. INDEPENDENT CONTRACTOR

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

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

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

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

6. DISORDERLY EMPLOYEES

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

7. HOURS OF WORK

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

8. NATURE OF THE WORK

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

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

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

9. POST-AGREEMENT AWARD MEETINGS

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

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

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

10. PROGRESS OF WORK

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

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

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

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

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

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

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

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

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

11. SITE CONDITIONS AND MANAGEMENT

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

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

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

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

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

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

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

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

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

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

12. MATERIALS

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

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

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

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

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

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

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

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

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

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

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

13. ENTRY, OBSERVATION, TESTING & POSSESSION

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

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

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

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

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

14. REJECTED WORK

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

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

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

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

15. SUBCONTRACTING & SUBCONTRACTORS

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

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

16. PAYMENT

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

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

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

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

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

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

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

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

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

16.09. Unless otherwise provided in the Contract Documents:

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

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

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

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

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

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

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

17. EXTRA WORK CHARGES

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

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

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

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

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

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

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

Method A - By agreed unit prices, or

Method B - By agreed lump sum, or

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

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

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

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

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

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

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

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

18. TIME OF COMPLETION

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

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

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

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

19. SUBSTANTIAL COMPLETION

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

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

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

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

20. FINAL COMPLETION

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

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

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

21. DELAYS

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

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

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

22. EXTENSIONS OF TIME

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

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

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

23. LIQUIDATED DAMAGES

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

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

Two Hundred Fifty and no/100 DOLLARS (\$250.00) for each and every calendar day that the Contractor shall be in default after the time stipulated for Substantial Completion and/or Final Completion, not as a penalty, but as liquidated damages for the breach of this Agreement. It being specifically understood that the assessment of liquidated damages may be made for any failure to meet either or both of the deadlines specified for Substantial Completion and/or Final Completion.

24. CHARGES FOR INJURY OR REPAIR

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

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

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

25. WARRANTY

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

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

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

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

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

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

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

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

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

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

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

26. PAYMENT OF EMPLOYEES, SUBCONTRACTORS & SUPPLIERS

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

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

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

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

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

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

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

27. INSURANCE

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

28. BOND PROVISIONS

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

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

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

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

29. SURETY

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

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

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

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

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

30. COMPLIANCE WITH LAW

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

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

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

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

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

31. SAFETY PRECAUTIONS

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

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

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

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

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

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

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

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

32. TRENCH SAFETY

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

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

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

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

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

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

33. INDEMNITY

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

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

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

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

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

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

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

34. RELEASE

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

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

35. PERMITS AND LICENSES

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

36. ROYALTIES AND LICENSING FEES

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

37. BREACH OF CONTRACT & DAMAGES

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

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

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

38. TERMINATION FOR CAUSE

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

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

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

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

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

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

38.06. If the Contractor abandons the Work.

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

39. TERMINATION FOR CONVENIENCE

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

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

40. RIGHT TO COMPLETE

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

41. CLOSE OUT

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

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

42. TERMINATION CONVERSION

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

43. HIRING

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

44. **ASSIGNMENT**

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

45. **EFFECTIVE DATE**

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

46. **OTHER TERMS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MCKINNEY & MOORE OF TEXAS, LLC

CITY OF NACOGDOCHES

By: _____
Printed Name: _____
Title: _____
Date: _____

By: _____
City Manager
Date: _____

APPROVED AS TO FORM:

City Attorney
Date: _____

Exhibit A
DAVIS BACON WAGE RATES

General Decision Number: TX20240084 01/05/2024

Superseded General Decision Number: TX20230084

State: Texas

Construction Type: Heavy

Counties: Cass, Cherokee, Erath, Fannin, Franklin, Hood, Hopkins, Marion, Montague, Morris, Nacogdoches, Navarro, Palo Pinto, Panola, Rains, Red River, Somervell, Titus, Van Zandt and Wood Counties in Texas.

HEAVY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: 	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: 	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be

adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
0 01/05/2024

SUTX2009-129 04/21/2009

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 13.00 **	0.00
LABORER: Common or General.....	\$ 8.61 **	0.00
LABORER: Pipelayer.....	\$ 9.94 **	0.00
OPERATOR: Backhoe/Trackhoe.....	\$ 11.75 **	0.00
OPERATOR: Bulldozer.....	\$ 14.25 **	0.00
OPERATOR: Loader (Front End)....	\$ 11.52 **	0.00
TRUCK DRIVER.....	\$ 10.80 **	0.26

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is

like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average

calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.

Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

Exhibit B
INSURANCE REQUIREMENTS

During the term of this Agreement Contractor's insurance policies shall meet the following requirements:

I. Standard Insurance Policies Required:

- A. Commercial General Liability
- B. Business Automobile Liability
- C. Umbrella / Excess Liability – required for contract amounts exceeding \$1,000,000
- D. Workers' Compensation
- E. Builder's Risk – provides coverage for contractor's labor and materials for a project during construction that involves a structure such as a building or garage. builder's risk policy shall be written on "all risks" form.

II. General Requirements Applicable to All Policies:

- A. Only Insurance Carriers licensed and admitted to do business in the State of Texas will be accepted.
- B. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
- C. "Claims Made" policies are not accepted.
- D. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of Nacogdoches.
- E. Upon request, certified copies of all insurance policies shall be furnished to the City of Nacogdoches.
- F. The City of Nacogdoches, its officials, employees and volunteers, are to be named as "Additional Insured" to the Commercial General, Umbrella and Business Automobile Liability policies. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.
- G. Waiver of subrogation in a form at least as broad as ISO form 2404 shall be provided in favor of the City on all policies obtained by the Contractor in compliance with the terms of this Agreement.

III. Commercial General Liability

- A. General Liability insurance shall be written by a carrier with a "A:VIII" or better rating in accordance with the current Best Key Rating Guide.
- B. Limit of \$500,000.00 per occurrence for bodily injury and property damage with an annual

aggregate limit of \$1,000,000.00 which limits shall be endorsed to be per Project.

- C. Coverage shall be at least as broad as ISO form GC 00 01.
- D. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
- E. The coverage shall include but not be limited to the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, Personal & Advertising Liability; and Explosion, Collapse, and Underground coverage.

IV. Business Automobile Liability

- A. Business Automobile Liability insurance shall be written by a carrier with a “A:VIII” or better rating in accordance with the current Best Key Rating Guide.
- B. Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
- C. Coverage shall be at least as broad as Insurance Service’s Office Number CA 00 01.
- D. The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 of the declarations page.
- E. The coverage shall include owned autos, leased or rented autos, non-owned autos, any autos and hired autos.
- F. Pollution Liability coverage shall be provided by endorsement MCS-90, with a limit of \$1,000,000.00.

V. Excess Liability

Umbrella form excess liability coverage following the form of the underlying coverage with a minimum limit of \$5,000,000.00 or the total value of the contract, whichever is greater, per occurrence/aggregate when combined with the lowest primary liability coverage, is required for contracts exceeding \$1,000,000 in total value.

- VI. Those policies set forth in Paragraphs III, IV, and V shall contain an endorsement naming the City as Additional Insured and further providing that the Contractor’s policies are primary to any self-insurance or insurance policies procured by the City. The additional insured endorsement shall be in a form at least as broad as ISO form GC 2026. Waiver of subrogation in a form at least as broad as ISO form 2404 shall be provided in favor of the City on all policies obtained by the Contractor in compliance with the terms of this Agreement. Contractor shall be responsible for all deductibles which may exist on any policies obtained in compliance with the terms of this Agreement. All coverage for subcontractors shall be subject to the requirements stated herein. All Certificates of Insurance and endorsements shall be

furnished to the City's Representative at the time of execution of this Agreement, attached hereto as Exhibit D, and approved by the City before work commences.

VII. Workers Compensation Insurance

- A. Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, all employees of the Contractor, all employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers compensation insurance policy: either directly through their employer's policy (the Contractor's or subcontractor's policy) or through an executed coverage agreement on an approved Texas Department of Insurance Division of Workers Compensation (DWC) form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, contractors and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.
- B. Workers compensation insurance shall include the following terms:
1. Employer's Liability minimum limits of \$1,000,000.00 for each accident/each disease/each employee are required.
 2. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
 3. Texas must appear in Item 3A of the Workers Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.
- C. Pursuant to the explicit terms of Title 28, Section 110.110(c) (7) of the Texas Administrative Code, the bid specifications, this Agreement, and all subcontracts on this Project must include the following terms and conditions in the following language, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

"A. Definitions:

Certificate of coverage ("certificate") – An original certificate of insurance, a certificate of authority to self-insure issued by the Division of Workers Compensation, or a coverage agreement (DWC-81, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractors" in § 406.096 [of the Texas Labor Code]) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.*
- C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.*
- D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.*
- E. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and*
 - (2) no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.**
- F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.*
- G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.*
- H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Division of Workers Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.*

- I. *The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:*
- (1) *provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;*
 - (2) *provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;*
 - (3) *provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;*
 - (4) *obtain from each other person with whom it contracts, and provide to the Contractor:*
 - (a) *A certificate of coverage, prior to the other person beginning work on the project; and*
 - (b) *A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;*
 - (5) *retain all required certificates of coverage on file for the duration of the project and for one year thereafter;*
 - (6) *notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and*
 - (7) *Contractually require each person with whom it contracts to perform as required by paragraphs (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.*
- J. *By signing this contract, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project; that the coverage will be based on proper reporting of classification codes and payroll amounts; and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.*
- K. *The Contractor's failure to comply with any of these provisions is a breach of contract by the*

Contractor that entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the governmental entity.”

- VIII. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain the following provisions and warranties:
- A. The company is licensed and admitted to do business in the State of Texas.
 - B. The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas State Board of Insurance or ISO.
 - C. All endorsements and insurance coverages according to requirements and instructions contained herein.
 - D. The form of the notice of cancellation, termination, or change in coverage provisions to the City of Nacogdoches.
 - E. Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

Exhibit C
PERFORMANCE AND PAYMENT BONDS

PERFORMANCE BOND

Project No. _____

THE STATE OF TEXAS

§
§

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF NACOGDOCHES

§

THAT WE, _____, as Principal, hereinafter called “Contractor” and the other subscriber hereto _____, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of Nacogdoches, a municipal corporation, in the sum of **One Hundred Fourteen Thousand Forty Dollars and 00/100 Dollars (\$ 114,040.00)** for the payment of which sum, well and truly to be made to the City of Nacogdoches and its successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed a Contract in writing with the City of Nacogdoches for **Construction Services for WWTP Bar Screen Rehabilitation Project** all of such work to be done as set out in full in said Contract Documents therein referred to and adopted by the City Council, all of which are made a part of this instrument as fully and completely as if set out in full herein.

NOW THEREFORE, if the said Contractor shall faithfully and strictly perform Contract in all its terms, provisions, and stipulations in accordance with its true meaning and effect, and in accordance with the Contract Documents referred to therein and shall comply strictly with each and every provision of the Contract, including all warranties and indemnities therein and with this bond, then this obligation shall become null and void and shall have no further force and effect; otherwise the same is to remain in full force and effect.

It is further understood and agreed that the Surety does hereby relieve the City of Nacogdoches or its representatives from the exercise of any diligence whatever in securing compliance on the part of the Contractor with the terms of the Contract, including the making of payments thereunder and, having fully considered its Principal’s competence to perform the Contract in the underwriting of this Performance Bond, the Surety hereby waives any notice to it of any default, or delay by the Contractor in the performance of his Contract and agrees that it, the Surety, shall be bound to take notice of and shall be held to have knowledge of all acts or omissions of the Contractor in all matters pertaining to the Contract. The Surety understands and agrees that the provision in the Contract that the City of Nacogdoches shall retain certain amounts due the Contractor until the expiration of thirty days from the acceptance of the Work is intended for the City’s benefit, and the City of Nacogdoches shall have the right to pay or withhold such retained amounts or any other amount owing under the Contract without changing or affecting the liability of the Surety hereon in any degree.

It is further expressly agreed by Surety that the City of Nacogdoches or its representatives are at liberty at any time, without notice to the Surety, to make any change in the Contract Documents and in the Work to be done thereunder, as provided in the Contract, and in the terms and conditions thereof, or to make any change in, addition to, or deduction from the work to be done thereunder; and that such changes, if made, shall not in any way vitiate the obligation in this bond and undertaking or release the Surety therefrom.

It is further expressly agreed and understood that the Contractor and Surety will fully indemnify and hold harmless the City of Nacogdoches from any liability, loss, cost, expense, or damage arising out of or in connection with the work done by the Contractor under the Contract. In the event that the City of Nacogdoches shall bring

any suit or other proceeding at law on the Contract or this bond or both, the Contractor and Surety agree to pay to the City the actual amounts of attorneys' fees incurred by the city in connection with such suit.

This bond and all obligations created hereunder shall be performable in NACOGDOCHES County, Texas. This bond is given in compliance with the provisions of Chapter 2253 of the Texas Government Code, as amended, which is incorporated herein by this reference. However, all of the express provisions hereof shall be applicable whether or not within the scope of said statute.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United State Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other party at the address prescribed in the Contract Documents, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party.

IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

ATTEST and SEAL: (if a corporation) (SEAL)
WITNESS: (if not a corporation)

(Name of Contractor)

By: _____
Name:
Title:

By: _____
Name:
Title:
Date:

ATTEST/WITNESS (SEAL)

(Full Name of Surety)

By: _____
Name:
Title:
Date:

(Address of Surety for Notice)

By: _____
Name:
Title:
Date:

REVIEWED:

THE FOREGOING BOND IS ACCEPTED
ON BEHALF OF
THE CITY OF NACOGDOCHES, TEXAS:

City Attorney's Office

City Manager

NOTE: Date of bonds must be equal to or after the date of execution by City.

TEXAS STATUTORY PAYMENT BOND

Project No. _____

THE STATE OF TEXAS

§
§

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF NACOGDOCHES

§

THAT WE, _____, as Principal, hereinafter called “Principal” and the other subscriber hereto _____, a corporation organized and existing under the laws of the State of _____, licensed to business in the State of Texas and admitted to write bonds, as Surety, herein after called “Surety”, do hereby acknowledge ourselves to be held and firmly bound to the City of Nacogdoches, a municipal corporation, in the sum of **One Hundred Fourteen Thousand Forty Dollars and 00/100 Dollars (\$ 114,040.00)** for payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, Principal has entered into a certain contract with the City of Nacogdoches, dated the _____ day of _____, 20____, for **Construction Services for WWTP Bar Screen Rehabilitation Project** which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW THEREFORE, the condition of this obligation is such that if Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then, this obligation shall be null and void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Code to the same extent as if it were copied at length herein.

IN WITNESS THEREOF, the said Principal and Surety have signed and sealed this instrument on the respective dates written below their signatures.

ATTEST and SEAL: (if a corporation) (SEAL)
WITNESS: (if not a corporation)

(Name of Contractor)

By: _____
Name:
Title:

By: _____
Name:
Title:
Date:

ATTEST/WITNESS (SEAL)

(Full Name of Surety)

By: _____
Name:
Title:
Date:

(Address of Surety for Notice)

By: _____
Name:
Title:
Date:

REVIEWED:

THE FOREGOING BOND IS ACCEPTED
ON BEHALF OF
THE CITY OF NACOGDOCHES, TEXAS:

City Attorney's Office

City Manager

NOTE: Date of bonds must be equal to or after the date of execution by City.

Exhibit D
CERTIFICATES OF INSURANCE AND ENDORSEMENTS

Exhibit E
FINAL AFFIDAVIT OF ALL BILLS PAID

FINAL BILLS PAID AFFIDAVIT
BY CONTRACTOR

BEFORE ME, the undersigned authority, personally appeared as _____,
(Name) known to me to be a credible person, and after
being by me duly sworn, upon oath stated and affirmed that: "My name is
_____ and I am the _____
(Name) (Title)
of _____", hereafter referred to in this affidavit as
(Firm)
"Contractor". Contractor's business address is _____,
(Address)
Texas, _____. The undersigned Contractor has personal knowledge of the facts
(Zip)
stated herein and has full authority to make the agreements in this affidavit on behalf of
Contractor.
Pursuant to and in accordance with a written contract between Contractor and
_____, collectively referred to as Owner, Contractor furnished
(Owner)
materials and labor for the construction, renovation, installation or repair of certain
improvements (the "Improvements"), being City of Nacogdoches contract for
_____.
(Project Name)

All work provided for under said written construction contract, together with all changes and supplements thereto, has been fully completed in accordance with the terms and provisions of said contract.

Contractor has paid each of its subcontractors, laborers, suppliers and materialmen in full for all labor and materials provided to Contractor for or in connection with the construction, renovation or repair of the Improvements.

Contractor is not aware of any unpaid bills, claims, demands or causes of action by any of its subcontractors, laborers, manufacturers, suppliers or materialmen for or in connection with the furnishing of labor materials, or both, for the construction, renovation or repair of the Improvements.

Contractor further understands that this Final Bills Paid Affidavit is being given pursuant to and in accordance with Section 53.085 of the Texas Property Code and that the

intentional, knowing or reckless making of a false or misleading statement in this Affidavit constitutes an offense under said Section and is a Class A misdemeanor.

Contractor hereby indemnifies and holds harmless the City of Nacogdoches from any and all claims, demands or causes of action, and any costs, expenses and attorney’s fees incurred in connection therewith, arising from or connected with, the statements and representations contained herein.

EXECUTED this ____ day of _____ , 20____.

CONTRACTOR:

By: _____

Name: _____

Title: _____

Notary’s Acknowledgement

Before me, the undersigned authority, on this day personally appeared _____, who first being duly sworn by me to be the person whose name is subscribed to the foregoing Final Bills Paid Affidavit, acknowledged that he/she has the authority to make this Final Bills Paid Affidavit, and further acknowledged to me that he/she executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 20____.

Exhibit F
PLANS, SPECIFICATIONS AND DRAWINGS

CONTRACT DOCUMENTS
AND
SPECIFICATIONS
FOR
CITY OF NACOGDOCHES, TEXAS
WWTP BAR SCREEN REHABILITATION PROJECT

JANUARY 2024

PREPARED FOR:

CITY OF NACOGDOCHES, TEXAS
202 EAST PILAR STREET
NACOGDOCHES, TEXAS 75961



PREPARED BY:

STOKES & ASSOCIATES, INC.
P.O. BOX 1114
HENDERSON, TEXAS 75653-1114
FIRM REGISTRATION NO. F-967

TECHNICAL SPECIFICATIONS

SECTION 01 11 00

SUMMARY OF WORK

PART 1 GENERAL

1.01 SCOPE INFORMATION

- A. The Contractor shall complete the work in strict accordance with the Plans and these Specifications and, in the event no such requirements are determined, in conformance with the Owner's and Engineer's written direction.

1.02 WORK COVERED BY CONTRACT DOCUMENTS

- A. The work covered by these contract documents comprises the construction of the **City of Nacogdoches – Wastewater Treatment Plant Bar Screen Rehabilitation Project**. In general terms, the project consists of the construction of the following:
 - 1. Rehabilitation of two (2) existing mechanical screens with previously purchased screen components at the City's wastewater treatment plant.
 - 2. The screen repair components are being supplied by Duperon and are scheduled for delivery at the end of January 2024. All equipment will be delivered to the City's wastewater treatment plant. The Contractor will be required to transport the equipment to the installation sites. Information on the purchased equipment is included in the Appendix of the Contract Documents. The Contractor will be required to install the equipment per the manufacture's direction and coordinate the startup services with the supplier.
 - 3. The existing electrical control system will require modification as outlined in the manufacturer's submittal documents that are included in the Appendix.
 - 4. Miscellaneous piping, fittings, valves, etc. will be required for the washwater system for each screen / compactor.
 - 5. The existing screen structure has slide gates that, if operable, shall be utilized to isolate each screen channel for the required equipment installation. Contractor shall determine if by-pass pumping will be required and shall supply the pumping equipment / piping as needed.

1.03 REFERENCE SPECIFICATIONS AND STANDARDS

- A. Perform Work to comply with local, State and Federal ordinances and regulations.
- B. Comply with applicable building codes.
 - 1. Comply with all City, State and Federal Codes as a minimum or the requirements of these documents if more stringent than codes.
 - 2. All work is to be inspected by the appropriate Code Enforcement Officers, as required.

1.04 LOCATION

- A. The improvements to be constructed herein are at the City's wastewater treatment plant as shown on the location map.

- B. Contractor's storage facilities, if necessary, shall be determined by the Contractor. Location of storage facilities is subject to Owner and Engineer approval. All storage costs and transportation are the responsibility of the Contractor.

1.05 PERMITS, CERTIFICATES, LAW AND ORDINANCES

- A. Contractor shall comply with all federal, state and local laws, ordinances or rules and regulations relating to the performance of the work.
- B. Obtain a building permit, if required, for the Project from the local authorities having jurisdiction.
- C. Obtain and pay for all other necessary permits including any and all necessary highway, street and road permits for transporting pipe and/or heavy equipment necessary for construction of the Project.
- D. Obtain and pay for other permits, certificates and licenses required by law necessary to conduct any part of the Work unless said permits have been previously acquired by the Owner and included in the Contract Documents.
- E. Retain copies of permits and licenses at the Site and observe and comply with all regulations and conditions of the permit or license, including additional insurance requirements.
- F. Arrange for inspections and certification by agencies having jurisdiction over the Work.
- G. Make arrangements with private utility companies and pay for fees associated with obtaining services, or for inspection fees.

1.06 MEASUREMENT AND PAYMENT

- A. Measurement and payment shall be as described in the "Bid Proposal". Payment shall constitute complete compensation for all work involved in furnishing labor, materials, equipment, tools and related items to execute this contract.

1.07 PUBLIC UTILITY COORDINATION

- A. Construction shall accommodate the Owner's use of the premises during the construction period. **The City's wastewater treatment facility shall remain operational at all times.**
- B. Connection to existing piping may require water and/or wastewater system shutdown(s) or isolation. Contractor shall coordinate connections and shutdown/isolation requirements with the Owner.
- C. At no time shall Contractor or his employees modify operation of the existing water or wastewater treatment, water distribution or wastewater collection systems without permission from the Owner. In an emergency condition, Owner shall be notified immediately.

1.08 CONTRACTOR'S USE OF SITE

- A. Contractor shall assume full responsibility for the protection and safekeeping of all materials and products under this contract, stored at the site.
- B. Limit the use of Site for Work and storage to those areas designated on the Drawings or approved by the Engineer. Coordinate the use of the premises with the Engineer. Contractor shall move any materials or products stored outside the designated storage areas which interfere with operations of the Owner or other contractors, if applicable.

- C. Contractor shall maintain roads and access during construction and restore all roads and surrounding properties to their original condition.
- D. All driveways and thoroughfares cut by trenching or otherwise damaged as a result of the Contractor's operations shall be repaired and resurfaced by the Contractor at his expense. All damaged driveways and thoroughfares shall be resurfaced with like materials equal to or better than the damaged surface. The Contractor shall be responsible for notifying all affected persons prior to cutting driveways. The Contractor shall at all times accommodate any person desiring passage across the open trench.
- E. The Contractor must use public easement and rights-of-way for execution of the work and will at no time enter onto private property. The Owner assumes no responsibility for Contractor equipment left on-site at any time.
- F. The Contractor shall be responsible for any damage that may occur to the existing improvements and facilities as a result of improper construction procedures or negligent practices. The extent of responsibility will be determined by the Owner and or Engineer.
- G. Contractor, during construction, shall coordinate with businesses to provide access during operating hours.
- H. Contractor shall notify all affected businesses and residents 24 hours prior to construction on the adjacent road or street. Notification shall be in the form of a leaflet or door-to-door.
- I. Do not permit alcoholic beverages or illegal substances on the Site. Do not allow persons under the influence of alcoholic beverages or illegal substances to enter or remain on the Site at any time. Persons on Site under the influence of alcoholic beverages or illegal substances will be permanently prohibited from returning to the Site. Criminal or civil penalties may also apply.
- J. Park construction equipment in designated areas only.
- K. Park employees' vehicles in designated areas only.
- L. Do not allow the use of audio devices, obnoxious, vulgar or abusive language, or sexual harassment in any form. These actions will cause immediate and permanent removal of the offender from the premises. Criminal or civil penalties may apply.
- M. Require Workers to wear clothing that is inoffensive and meets safety requirements. Do not allow sleeveless shirts, shorts, exceedingly torn, ripped or soiled clothing to be worn on the project.
- N. Do not allow firearms or weapons of any sort to be brought on to the Site under any conditions. No exception is to be made for persons with concealed handgun permits. Remove any firearms or weapons and the person possessing these firearms or weapons permanently and immediately from the Site.

1.09 ACCESS TO THE SITE

- A. Maintain access to the facilities at all times. Do not obstruct roads, pedestrian walks, or access to the various buildings, structures, stairways, or entrances. Provide safe temporary walks or other structures to allow access for normal operations during construction.
- B. Provide adequate and safe access for inspections. Leave ladders, bridges, scaffolding and protective equipment in place until inspections have been completed. Construct additional safe access if required for inspections.

- C. Provide security at the Site as necessary to protect against vandalism and loss by theft.
- D. Use State, County, or City roadways for construction traffic only with written approval of the appropriate representatives of each entity. State, County, or City roadways may not all be approved for construction traffic. Obtain written approval to use State, County, City or private roads to deliver pipe and/or heavy equipment to the Site. Copies of the written approvals must be furnished to the Owner as Record Data before Work begins. No additional compensation will be paid because the Contractor is unable to gain access to the easement from public roadways.

1.10 PROTECTION OF UTILITIES AND PERMANENT STRUCTURES

- A. Examine the project site and review the available information concerning the site. Locate utilities, streets, driveways, fences, drainage structures, sidewalks, curbs, and gutters. Verify the elevations of the structures adjacent to excavations. Report these to the Engineer before beginning construction.
- B. The Contractor shall exercise care when working in the vicinity of existing utility lines. All utilities are **not** shown on the plans. Cutting or breaking of existing telephone lines, water lines, sewer lines, gas lines and oil pipelines shall be avoided. The Contractor shall contact each utility authority and verify location of all utility lines. Such lines, if broken or cut, shall be promptly restored to their original condition by the Contractor at his expense.
- C. Make adequate provisions to maintain the flow of storm sewers, sanitary sewers, drains and water courses encountered during the construction. Provide temporary service around the construction or otherwise construct the structure in a manner that the flow is not curtailed. Restore structures which may have been disturbed during construction to their original position as soon as construction in the area is completed. When active sanitary sewer lines are cut in the excavation operations, temporary flumes shall be constructed across the trench. The lines shall be restored to their original condition and elevation when backfilling has progressed to the original bedding lines.
- D. The Contractor should use care and judgment to realign proposed water mains to avoid disturbing any and all permanent structures situated in and along the proposed route of the water main and note such realignment on the Record Drawings. The term permanent structures includes, but is not limited to, power poles, light poles, and trees. The Contractor shall contact the Engineer in any situation where a permanent structure cannot be avoided.
- E. Protect buildings, utilities, street surfaces, driveways, sidewalks, curb and gutter, fences, wells, drainage structures, piping, valves, manholes, electrical conduits, and other systems or structures unless they are shown to be replaced or relocated on the Drawings. Restore damage to items to be protected to the satisfaction of the Engineer, utility owner and Owner without additional compensation from the Owner.
- F. The Contractor shall exercise care when performing paving operations to protect the existing curb and gutter. It shall be the Contractors responsibility to restore the curb and gutter to a condition equal to or better than prior to construction.
- G. The Contractor shall exercise care when performing paving operations to properly cover and protect the surfaces of all manhole covers, valve boxes, etc. It shall be the Contractor's responsibility to restore the surfaces to a condition equal to or better than prior to construction. No separate payment shall be made for this work, but shall be considered a part of and subsidiary to other items of work for the project.

- H. Contractor shall be responsible for repairing or replacing any curb and gutter damaged during construction.
- I. Protect trees, fences, signs, poles, guy wires, and all other property unless their removal is authorized. Restore any property damaged to equal or better. All fences crossed by the new construction or otherwise damaged as a result of Contractor's operations, shall be repaired at his expense. Repair shall be accomplished immediately after the work has progressed past the damaged areas. The damaged fences shall be mended to a condition equal to, or better than, their existing state.
- J. Carefully support and protect all structures and/or utilities so that there will be no failure or settlement where excavation or demolition endangers adjacent structures and utilities. Do not take existing utilities out of service unless shown in the Contract Documents or approved by the Engineer. Notify and cooperate with the utility owner if it is necessary to move services, poles, guy wires, pipelines or other obstructions.
- K. Protect existing trees and landscaping at the site.
 - 1. Visit site with Engineer to identify trees that may be removed during construction.
 - 2. Mark trees to be removed with paint.
 - 3. Protect trees to remain from damage by wrapping trunks with 2 x 4 timbers around the perimeter, securely wired in place, where machinery must operate around existing trees. Protect branches and limbs from damage by equipment.
- L. Protect buildings from damage when handling material or equipment. Protect finished surfaces, including floors, doors, and jambs. Remove doors and install temporary wood protective coverings over jambs.

1.11 DISRUPTION TO SERVICES / CONTINUED OPERATIONS

- A. Existing facilities are to continue in service as usual during the construction unless noted otherwise. Owner or utilities must be able to operate and maintain the facilities. Disruptions to existing utilities, piping, process piping, or electrical services shall be kept to a minimum.
 - 1. Do not restrict access to critical valves, operators, or electrical panels.
 - 2. Do not store material or products inside structures.
 - 3. Limit operations to the minimum amount of space needed to complete the specified Work.
 - 4. Maintain storm sewers and sanitary sewers in service at all times. Provide temporary service around the construction or otherwise construct the structure in a manner that the flow is not restricted.

1.12 CLEANING DURING CONSTRUCTION

- A. Provide positive methods to minimize raising dust from construction operations and provide positive means to prevent air-borne dust from discharging into the atmosphere. Control dust and dirt from demolition, cutting, and patching operations.
- B. Clean the Project as Work progresses and dispose of waste materials, keeping the Site free from accumulations of waste or rubbish. Provide containers on Site for waste collection. Do not allow waste materials or debris to blow around or off of the Site. Control dust from waste materials. Transport waste materials with as few handlings as possible.

- C. Comply with codes, ordinances, regulations, and anti-pollution laws. Do not burn or bury waste materials. Remove waste materials, rubbish and debris from the Site and legally dispose of these at public or private dumping areas.

END OF SECTION

SECTION 01 74 00

CLEANING AND WASTE MANAGEMENT

PART 1 GENERAL

1.01 DESCRIPTION

This item shall govern for furnishing of all labor, equipment, materials and incidentals to restore any disturbed or damaged surfaces and/or items to a condition equal to or better than that which existed before work began. The Contractor shall leave the construction site clean.

1.02 MEASUREMENT AND PAYMENT

No separate or extra payment will be made for restoration and clean up. It shall be included in the prices bid for the various items of work.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 CONSTRUCTION METHODS

- A. As soon as the work is completed in any area, the Contractor shall, to the satisfaction of the Owner, clean the construction site and any adjoining areas used by Contractor and shall make any restorations necessary to leave the site in a condition equal to or better than prior to construction. This work shall be done without any additional expense to the Owner.
- B. The Contractor shall restore and/or replace any paving, curbing, sidewalks, culverts, gutters, shrubbery, or other plants, fences, sod or other disturbed surfaces or structures. The size, thickness, strength, texture, or condition of restored items shall be equal to that which existed before work began, all to the satisfaction of the Owner.
- C. Private roads used by the Contractor shall be restored to former condition to the satisfaction of the Engineer.
- D. Any rock, including loose rock having a dimension three inches or more, encountered by the grading, trenching or boring operations, not backfilled according to the specifications, shall be removed from the construction site and disposed of at locations and in a manner that is satisfactory to the Engineer.
- E. Unless directed otherwise by the Owner, all materials used for providing temporary roadways for construction equipment shall be removed and disposed of.
- F. All debris, pavement and excess earth from excavations shall be removed and disposed of by the Contractor in a manner satisfactory to the Owner.
- G. If the Contractor attempts to perform cleanup operations during adverse weather or wet ground conditions, the Contractor shall assume full risk of acceptance and the Contractor may be required to again perform such cleanup at the Contractor's expense in order to meet the required standard of normal dry weather cleanup.

- H. At no time during the progress of the work shall the completed cleanup operation be a greater distance behind the completed work than is deemed advisable by the Owner. It is the intent of this specification that site cleanup be a continuous effort and the Contractor is expected to take whatever measures are required to keep the site clean.
- I. Before the final acceptance of the project, the entire project site shall be cleared of all surplus and waste materials from the work and otherwise restored to a condition equal to or better than that which existed before the work began.

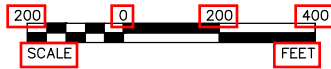
END OF SECTION

APPENDIX

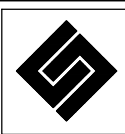
SITE LOCATION EXHIBITS



0	ISSUE FOR...	XXX	XXX	SBW	XX/XX/XX
MK.		BY	CHK.	APP.	DATE



SEAL:



STOKES & ASSOCIATES, INC.
CONSULTANT ENGINEERS
P.O. BOX 1114 HENDERSON, TEXAS 75653
TEXAS FIRM REGISTRATION NO. F-967
Tel (903) 657-7558
Fax (903) 657-7864

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CITY OF NACOGDOCHES	NACOGDOCHES COUNTY, TEXAS
CITY OF NACOGDOCHES WWTP BAR SCREEN REHAB PROJECT	PROJECT NO.: 085-2311
File Name & Layout Name: Arter Map.dwg/PP_50 (2)	SHEET IDENTIFICATION: EX1



0	ISSUE FOR...	XXX	XXX	SBW	XX/XX/XX
MK.	REVISION	BY	CHK.	APP.	DATE



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STOKES & ASSOCIATES, INC.
CONSULTANT ENGINEERS
P.O. BOX 1114 HENDERSON, TEXAS 75653
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CITY OF NACOGDOCHES		NACOGDOCHES COUNTY, TEXAS	
CITY OF NACOGDOCHES WWTP BAR SCREEN REHAB PROJECT		PROJECT NO.: 085-2311	
		SHEET IDENTIFICATION: EX2	
File Name & Layout Name: Ariel Map.dwg/PP_50			

SCREEN PHOTOGRAPHS



CITY OF NACOGDOCHES

NACOGDOCHES WASTEWATER TREATMENT PLANT BAR SCREEN PHOTOGRAPHS



Figure 1. Existing bar screen and control site



Figure 2. Existing bar screen



Figure 3. Existing control panel

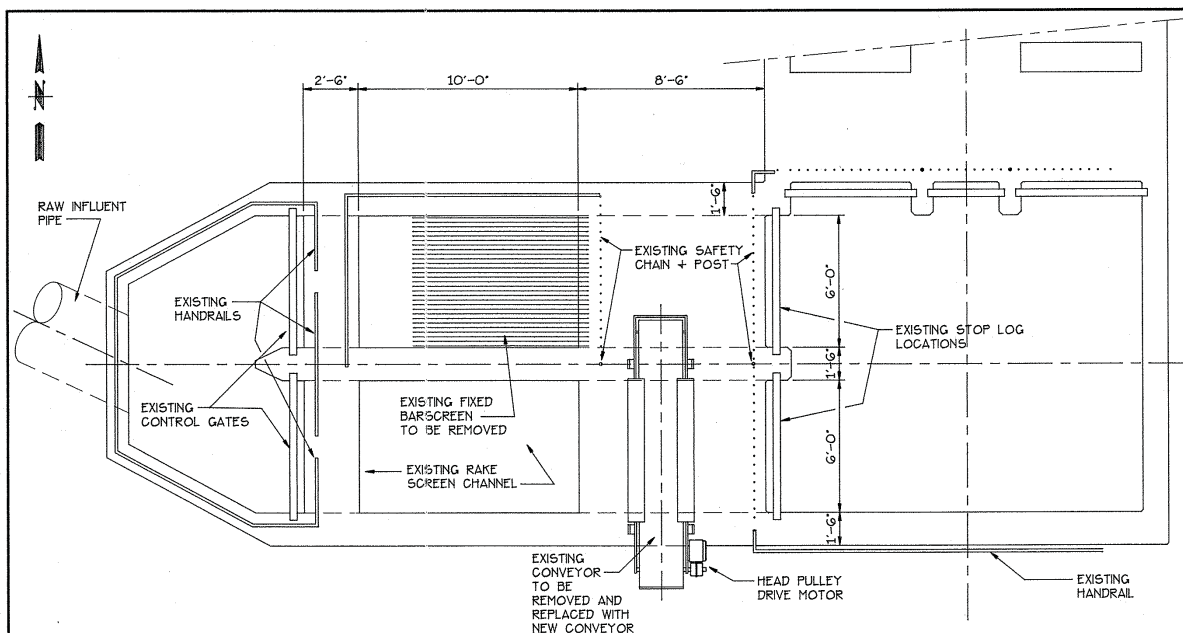


Figure 4. Existing control panel.

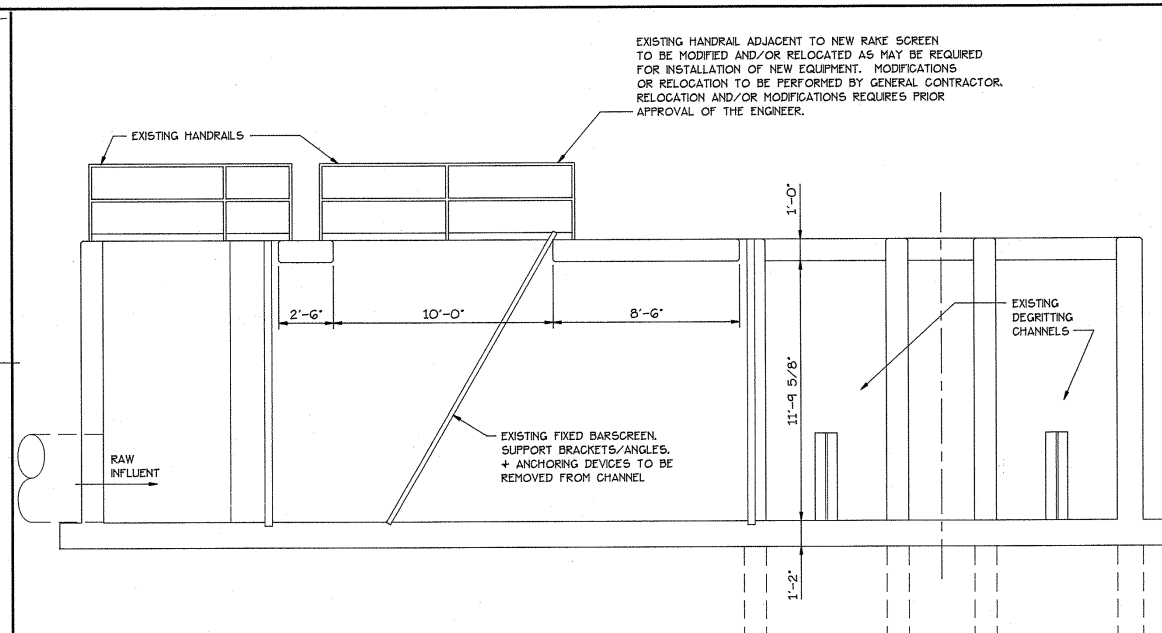


Figure 5. Existing bar screen rake and mechanisms (to be replaced).

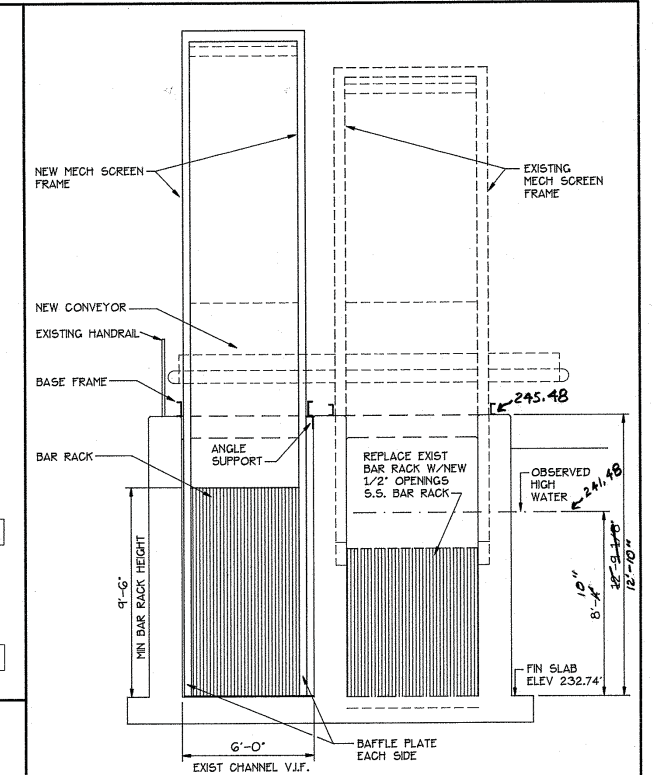
EXISTING PLANS FOR REFERENCE



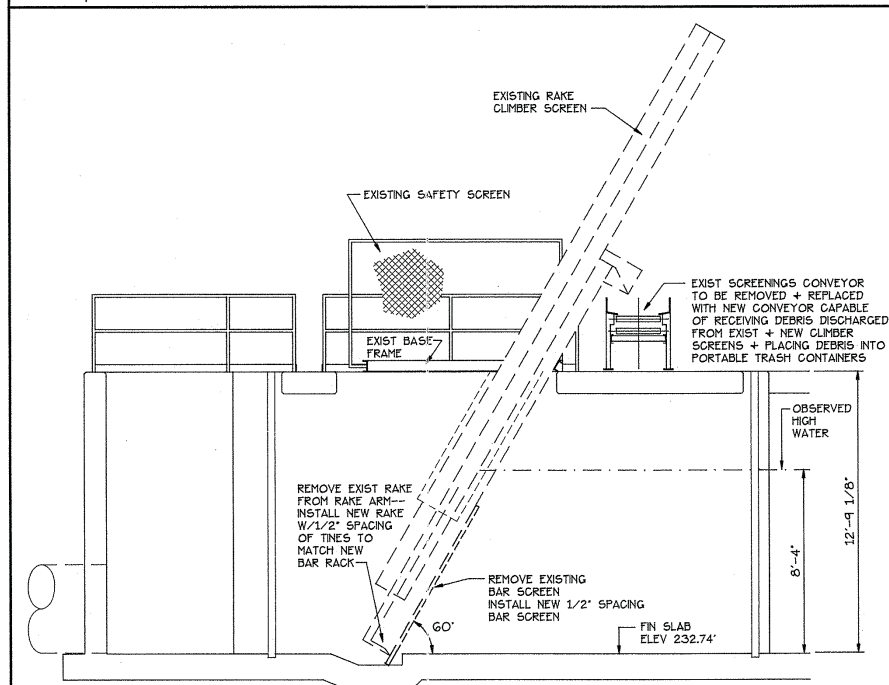
1 EXISTING PLAN - BARSCREEN CHANNEL
1/4" = 1'-0"



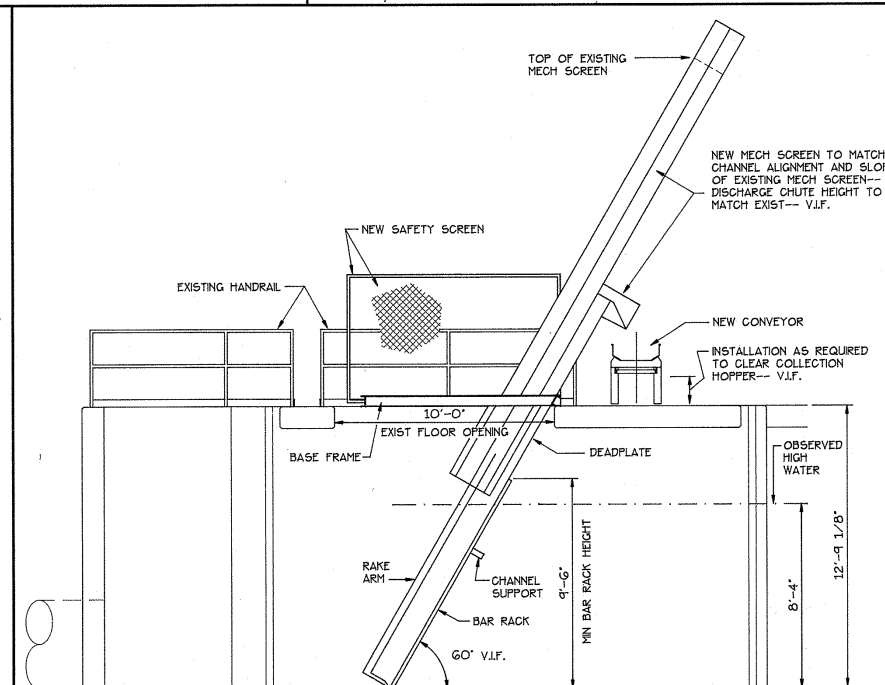
2 EXIST SECT - BARSCREEN CHANNEL
1/4" = 1'-0"



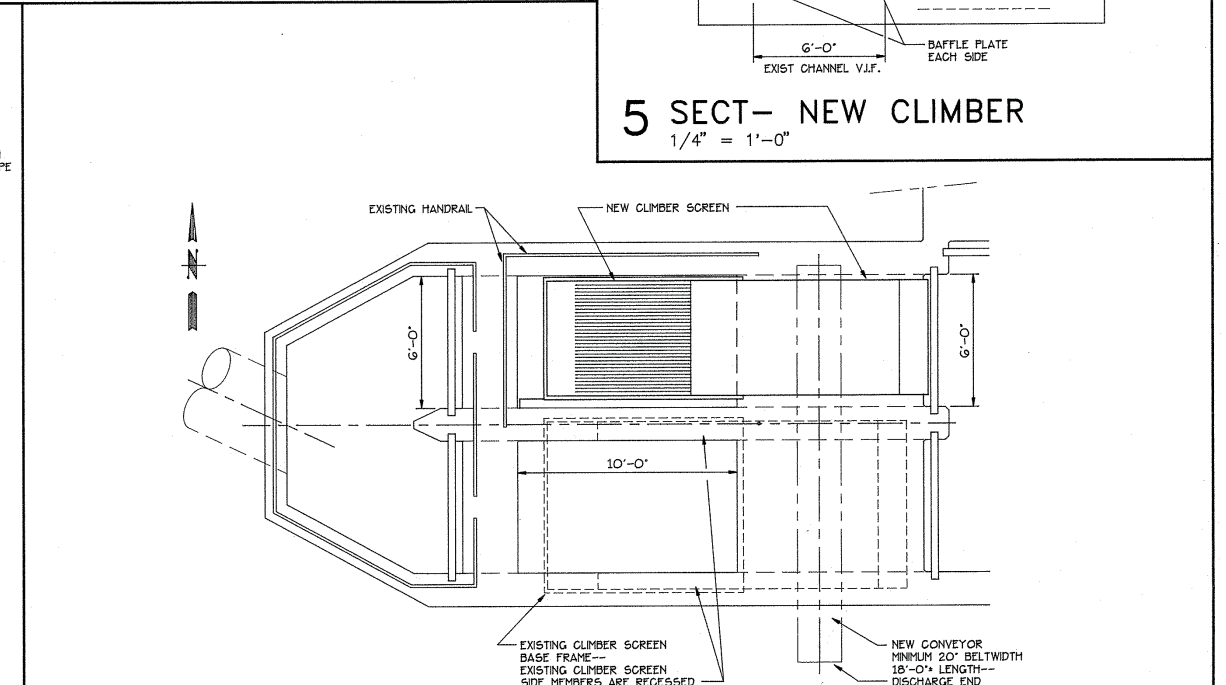
5 SECT- NEW CLIMBER
1/4" = 1'-0"



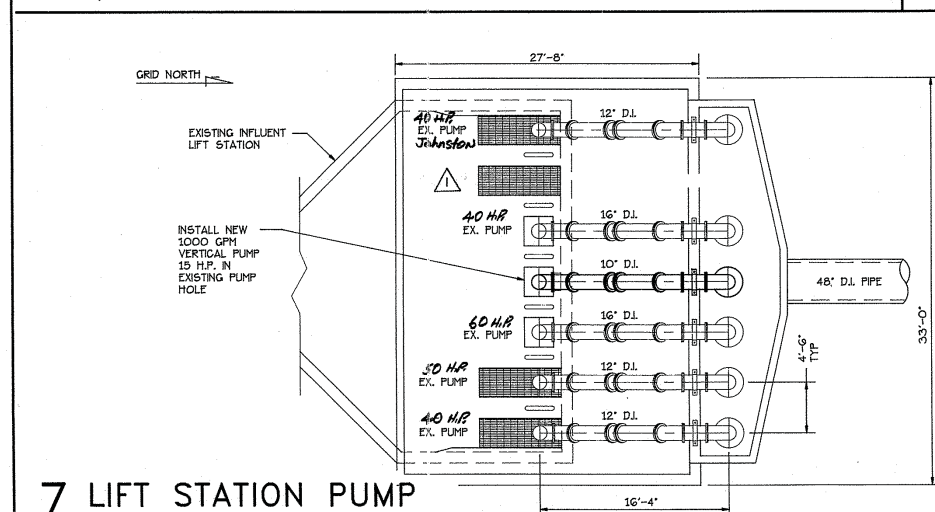
3 SECT- EXISTING CLIMBER SCREEN
1/4" = 1'-0"



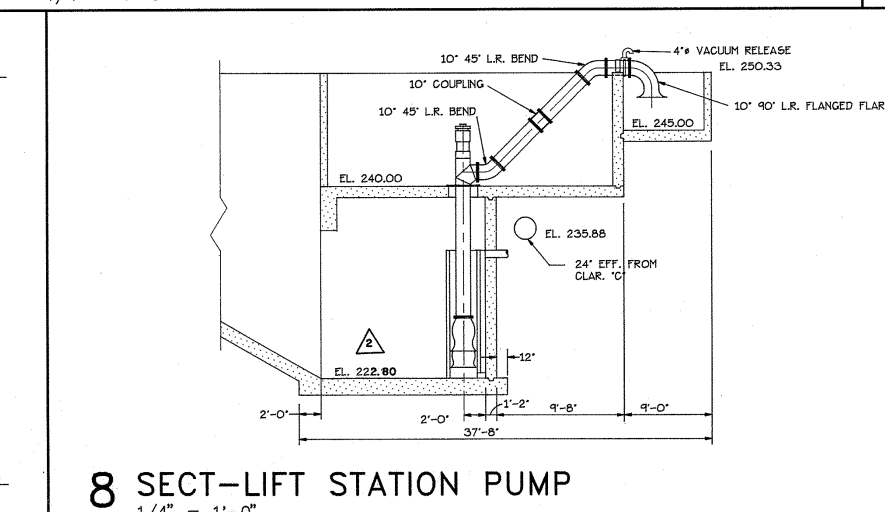
4 SECT- NEW CLIMBER SCREEN
1/4" = 1'-0"



6 PLAN- NEW CLIMBER SCREEN
1/4" = 1'-0"

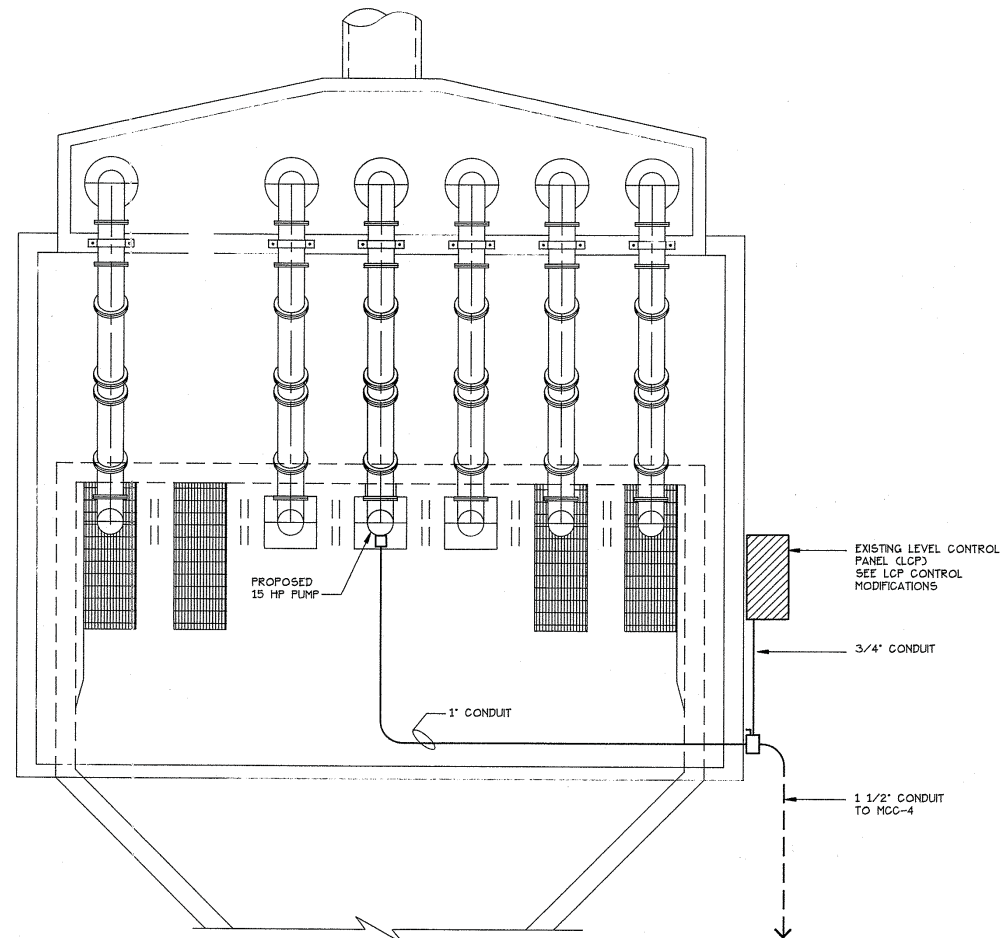


7 LIFT STATION PUMP
3/16" = 1'-0"



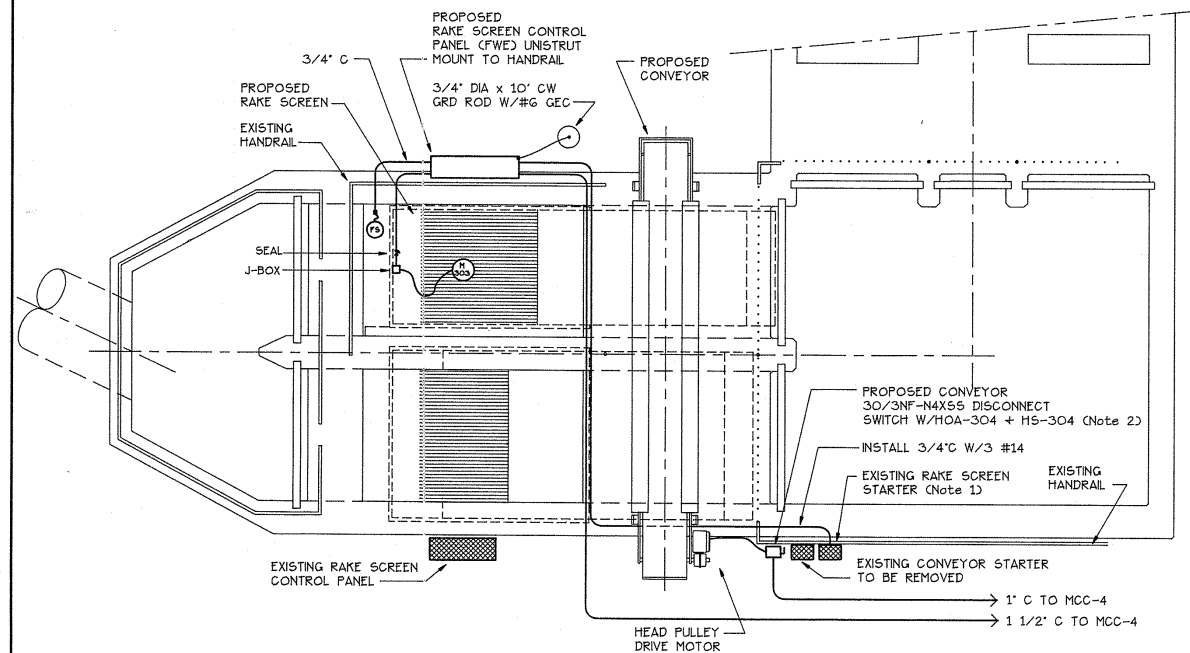
8 SECT-LIFT STATION PUMP
1/4" = 1'-0"

Record Drawing			
3/26/93		KH	REVISED AS PER ADDENDUM 2 (DETAIL 8)
3/5/93		KH	REVISED AS PER ADDENDUM 1 (DETAIL 7)
DATE	SYMBOL	BY	REVISIONS
 ENGINEER'S SEAL CITY OF NACOGDOCHES TEXAS CONTRACT 1 SEWAGE TREATMENT PLANT IMPROVEMENTS T.W.D.B. S.R.F. No. 3253 INFLUENT HEADWORKS PUMP & CLIMBER SCREEN DETAILS SCHAUMBURG & POLK, INC. ENGINEERS / ARCHITECTS 8865 COLLEGE STREET BEAUMONT, TEXAS 77707 (409) 866-0341 2-23-93			
 COPYRIGHT 1992 DATE JUL 1992 SCALE AS NOTED DRAWN BY BB/TLW CHECKED BY SHEET 5 OF 65 DRAWING NO. NACBAR-1			



INFLUENT LIFT STATION ELECTRICAL PLAN

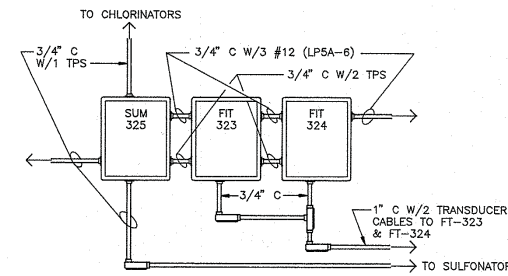
Scale: 1/4" = 1'-0"



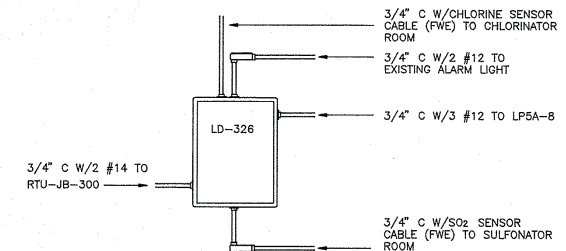
Note 1- INSTALL N.O. AUXILIARY CONTACT ON EXISTING RAKE SCREEN STARTER + EXTEND #14 WIRING TO PROPOSED CONVEYOR
 Note 2- EXTEND 3/4" L.T. W/4 #12 + 2 #14 FROM SWITCH TO CONVEYOR MOTOR

BARSCREEN ELECTRICAL PLAN

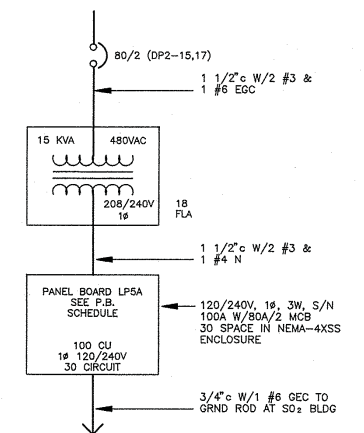
Scale: 1/4" = 1'-0"



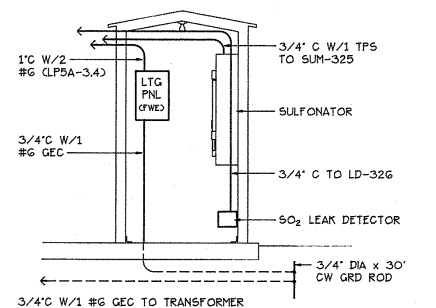
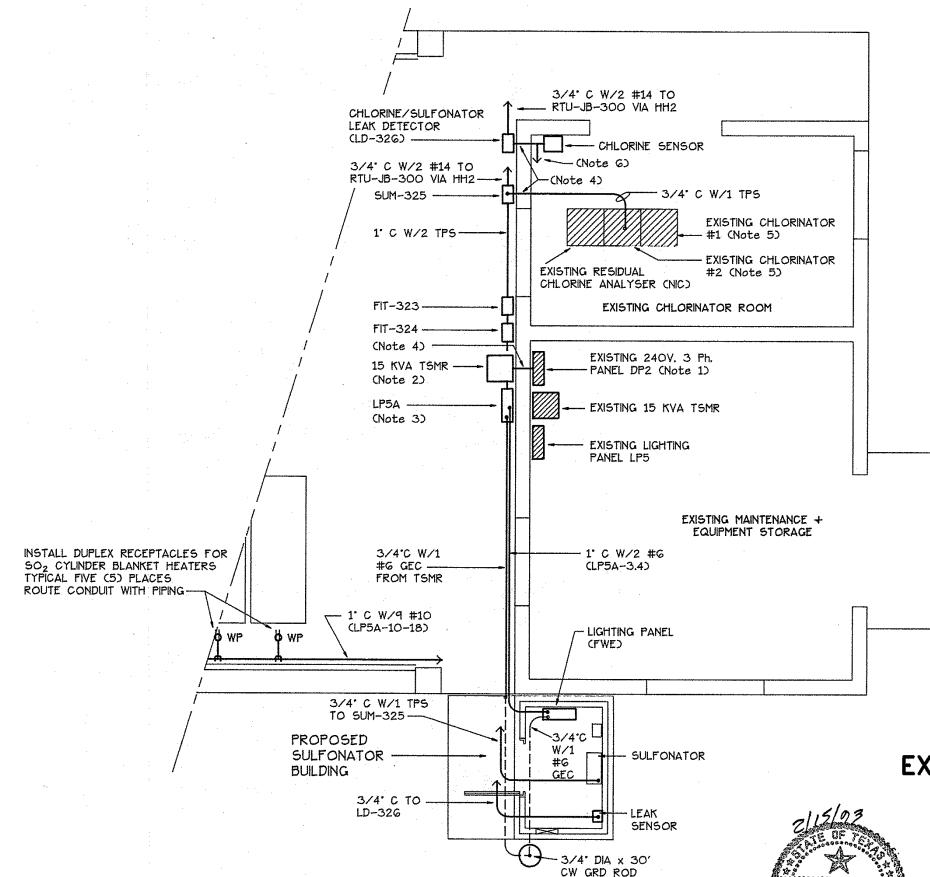
EFFLUENT FLOW EQUIPMENT DETAIL
NTS



LEAK DETECTOR DETAIL
NTS



**CHLORINE BUILDING
PARTIAL ONE LINE DIAGRAM**



**SECTION THRU
SULFONATOR BUILDING**
1/4" = 1'-0"

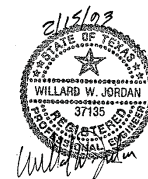
Note 1- INSTALL 80A/2P CIRCUIT BREAKER (DP2-15,17) IN EXISTING WESTINGHOUSE CAT #40LP 240V, 3Ph PANEL FOR NEW TRANSFORMER FEEDER
 Note 2- WALL MOUNT 15KVA, 240V TO 120/240V, DRY TYPE TRANSFORMER IN NEMA-3R ENCLOSURE
 Note 3- WALL MOUNT LIGHTING PANEL LP5A- SEE SCHEDULE
 Note 4- CORE DRILL WALL FOR CONDUIT PENETRATION AND SEAL AFTER INSTALLATION
 Note 5- FLOW PAGING EQUIPMENT SHALL BE ADDED TO THE CHLORINATOR TO ACCEPT A 4-20 mA SIGNAL
 Note 6- EXTEND 3/4" C W/2 #12 + TIE INTO EXISTING CONDUIT + WIRING TO EXISTING ALARM LIGHT

**EXISTING CHLORINATION BUILDING
ELECTRICAL PLAN**

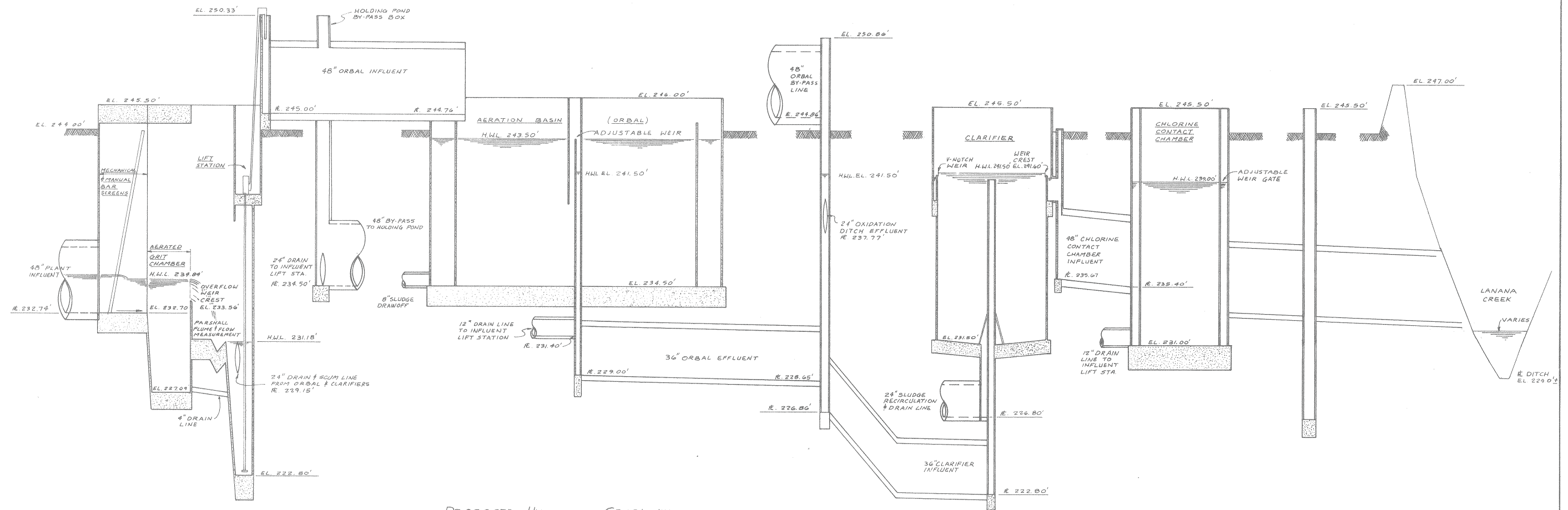
Scale: 1/4" = 1'-0"

NEW PANELBOARD - LP5A

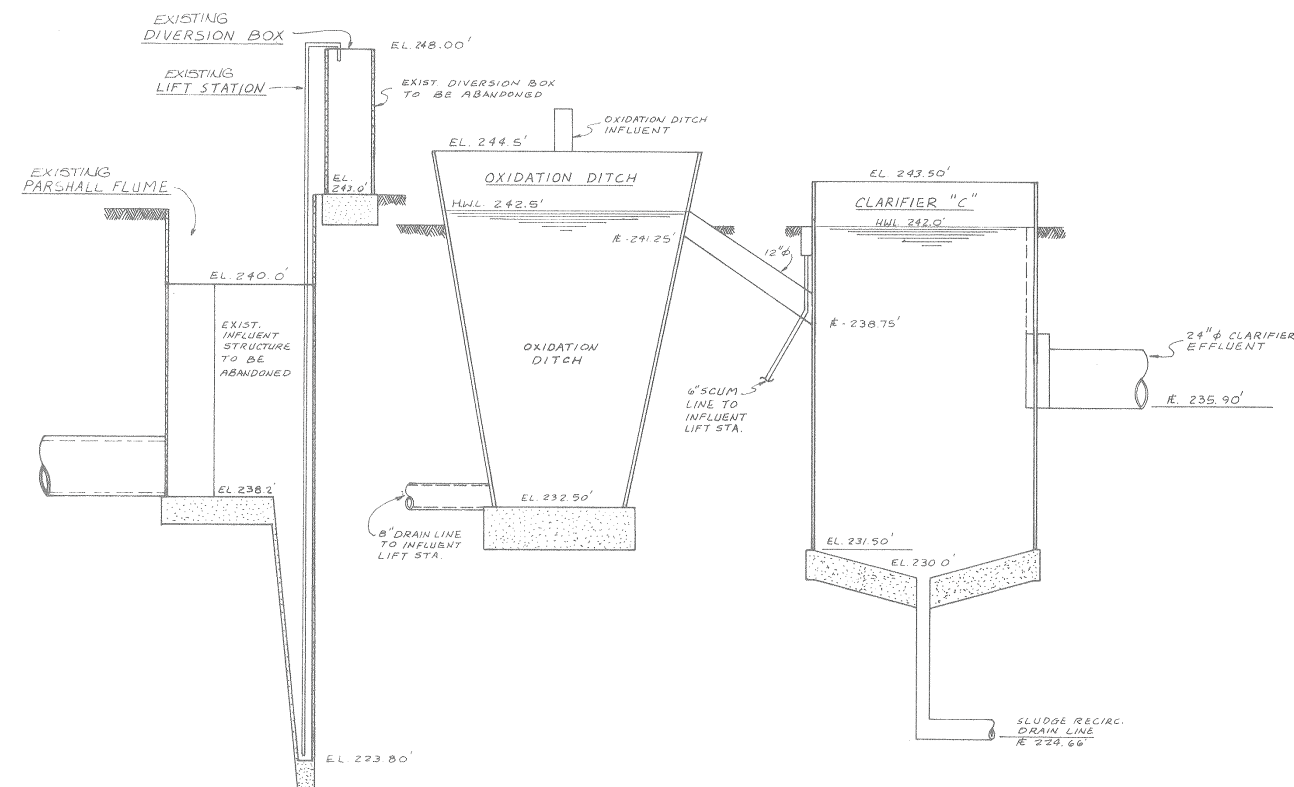
AMPS: 100 MAIN: 80A/2P VOLTS: 120/240 PHASE: 1 MOUNTING: SURFACE LOCATION: CHLORINATOR BUILDING											
BRKR	DESCRIPTION		CIRCUIT		PHASE LOADS			CIRCUIT		DESCRIPTION	
A	P		VA	No	A	B	C	No	VA	A	P
20	2	SURGE PROTECTOR SP		1				2		SD 2 BUILDING LIGHTING PANEL	40 2
				3				4			
60	2	REFRIG SAMPLER ENCLOSURE		5				6		FIT-323, FIT-324, SUM-325	20 1
				7				8		LEAK DETECTOR (LD-326)	20 1
20	1	SPARE		9				10		SD 2 CYL #1 BLANKET RECPTACLE	20 1
20	1	SPARE		11				12		SD 2 CYL #2 BLANKET RECPTACLE	20 1
20	1	SPARE		13				14		SD 2 CYL #3 BLANKET RECPTACLE	20 1
20	1	SPARE		15				16		SD 2 CYL #4 BLANKET RECPTACLE	20 1
20	1	SPARE		17				18		SD 2 CYL #5 BLANKET RECPTACLE	20 1
20	1	SPARE		19				20		SPACE	20 1
		SPACE		21				22		SPACE	
		SPACE		23				24		SPACE	
		SPACE		25				26		SPACE	
		SPACE		27				28		SPACE	
		SPACE		29				30		SPACE	
NEMA 4XSS ENCLOSURE											
TOTAL:									VOLT AMPS		



DATE			SYMBOL			BY			REVISIONS			COPYRIGHT 1992					
ENGINEER'S SEAL WILLIAM W. JORDAN PROFESSIONAL ENGINEER STATE OF TEXAS NO. 37155												CITY OF NACOGDOCHES TEXAS CONTRACT I SEWAGE TREATMENT PLANT IMPROVEMENTS T.W.D.B. S.R.F. No. 3253 HEADWORKS & SULFONATOR ELECTRICAL DETAILS SCHAUMBURG & POLK, INC. ENGINEERS ARCHITECTS 8865 COLLEGE STREET BEAUMONT, TEXAS 77707 (409) 866-0341			DATE JUL 1992 SCALE AS NOTED DRAWN BY LWC/ CHECKED BY SHEET 63 OF 65 DRAWING NO. NACELCHW		



PROPOSED HYDRAULIC GRADIENT



EDBrady

DATE	REVISIONS	DATE
		FEB. 29, 1980
		SCALE
		1" = 10'
		DRAWN BY
		B.J.
		CHECKED BY
		SHEET
		3 OF 83
		DRAWING NO.

CITY OF NACOGDOCHES, TEXAS

SANITARY SEWAGE SYSTEM IMPROVEMENTS

SEWAGE TREATMENT FACILITIES

ENVIRONMENTAL PROTECTION AGENCY

PROJECT N° C-48-1197

HYDRAULIC GRADIENT

SCHAUMBURG and POLK, INC.

CONSULTING ENGINEERS

8865 COLLEGE STREET

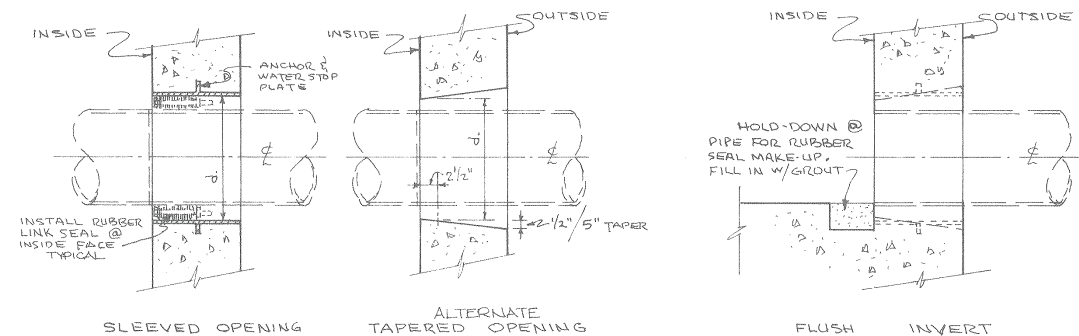
BEAUMONT, TEXAS 77707

Technical drawings of a door frame assembly, showing various views and dimensions:

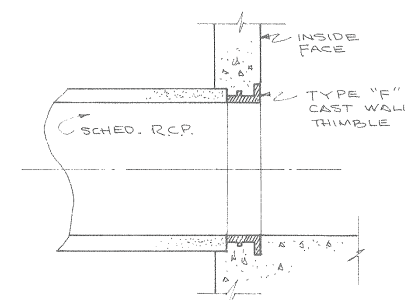
- Leftmost view:** A side elevation of the door frame assembly, showing the door leaf and the frame. Dimensions A and B are indicated.
- Second view from left:** A side elevation of the door frame assembly, showing the door leaf and the frame. Dimensions A and B are indicated.
- Third view from left:** A side elevation of the door frame assembly, showing the door leaf and the frame. Dimensions A and B are indicated.
- Fourth view from left:** A side elevation of the door frame assembly, showing the door leaf and the frame. Dimensions A and B are indicated.
- Fifth view from left:** A side elevation of the door frame assembly, showing the door leaf and the frame. Dimensions A and B are indicated.
- Rightmost view:** A side elevation of the door frame assembly, showing the door leaf and the frame. Dimensions A and B are indicated.

D
WEIR TYPE

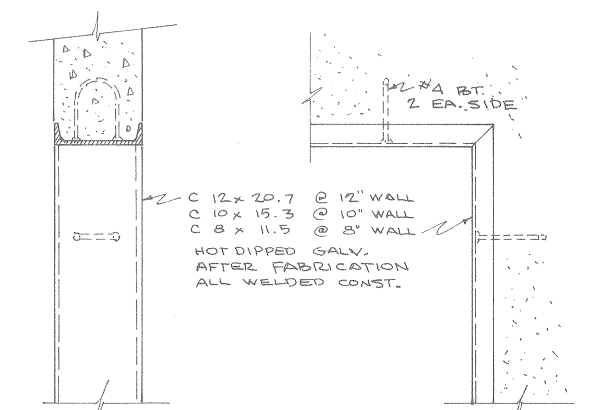
GATE NO.	LOCATION	SHT NO.	TYPE			OPENING			SIZE			PRESSURE			OPERATION			NO	NC	INVERT ELEV.
			A	B	C	D	SQ.	RECT.	Ø	A - B ; D	Head (Ft.)	Seating	Un-seating	Hand wheel	SQ.cap Gear Box	Elec.				
70	INFLUENT DIVERSION BOX			●			●			48	48	2	●				●			244.95
71	OXIDATION DITCH INFLUENT			●			●			36	36	2	●				●			244.75
51	INFLUENT DIVERSION BOX			●			●			48	48	2	●				●			244.95
72	HOLD. POND BYPASS BOX					●		●		48	42			●			●		●	244.75
73	HOLD. POND BYPASS BOX			●			●			24	24	2.5	●				●		●	234.50
103	INFLUENT LIFT STATION				●		●			12	12			●			●			227.50
96	ORBAL SLUDGE DRAWWOFF			●			●			12	12		●			●			●	234.50
77	ORBAL INFLUENT			●			●			48	48	2	●			●				244.78
79	ORBAL INFLUENT			●			●			48	48	2	●			●				244.76
76	ORBAL INFLUENT			●			●			32	32	2.5	●			●				244.78
78	ORBAL INFLUENT			●			●			32	32	2.5	●			●				244.76
59	ORBAL INFLUENT (BYPASS)			●			●			48	48	2	●			●			●	244.86
80	ORBAL EFFLUENT (WEIR)			SLIDE		GATE	-	SEE	DETAIL	BELOW							●			
74	ORBAL EFFLUENT						●			24	24	7		●			●			234.50
75	ORBAL EFFLUENT (DRAIN)				●		●			12	12	8.5	●		●		●		●	234.50
10	ORBAL EFF. DIVERSION			●			●			36	36	13	●			●				226.88
7	ORBAL EFF. DIVERSION			●			●			36	36	13	●			●				226.88
53	SLUDGE RECIRC. BOX					●				36	36	1.5	●			●	●			248.00
55	SLUDGE RECIRC. BOX			SLIDE		GATE		SEE	DETAIL	SHEET Nº 30										
82	SLUDGE RECIRC. WETWELL				●		●			12	12	16		●		●				226.25
44	SLUDGE RECIRC. WETWELL				●		●			24	24	14		●		●				226.25
50	SLUDGE RECIRC. WETWELL				●		●			24	24	14		●		●				226.25
83	CHLORINE CONTACT CHAMB.			●			●			48	48	6	●			●				231.00
84	CHLORINE CONTACT CHAMB.			●			●			48	48	6	●			●				231.00
85	CHLORINE CONTACT CHAMB.					●	●			48	48		●			●		●		
86	CHLORINE CONTACT CHAMB.					●	●			48	48		●			●		●		
92	CHLORINE CONT. CHAM.DRAIN			●			●			12	12	7	●			●			●	231.00
93	CHLORINE CONT. CHAM. DRAIN			●			●			16	16	7	●			●			●	231.00
94	CHL. CONT. CHAM. WATER WELL			●			●			12	12		●			●			●	231.00
95	CHL. CONT. CHAM. EFF PUMP			●			●			48	48	14		●		●		●		233.00
90	ORBAL (WEIR)					●		●		60	42					●				241.47
91	ORBAL (TRANSFER)			●			●			60	54					●			●	234.50



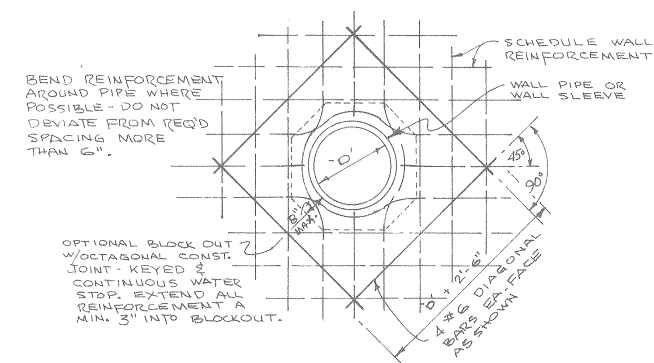
TYPICAL DETAIL COMPRESSION TYPE RUBBER PIPE SEAL



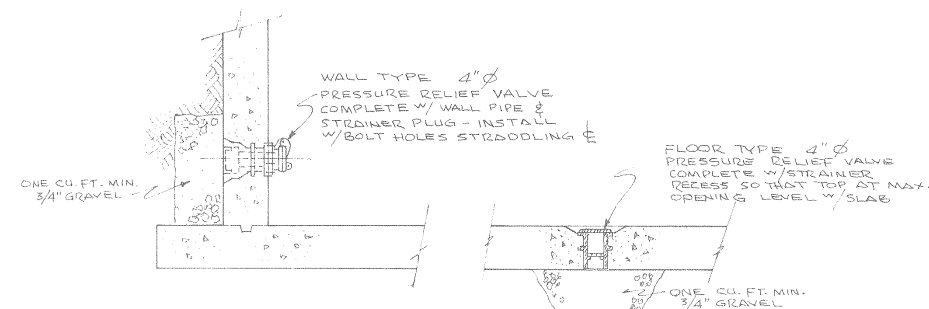
WALL THIMBLE DETAIL



SQ. / RECTANGULAR FRAMED OPENING
TYPICAL DETAIL
NTS

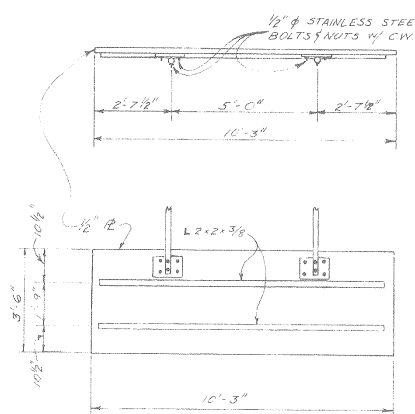


THROUGH WALL PIPE DETAIL

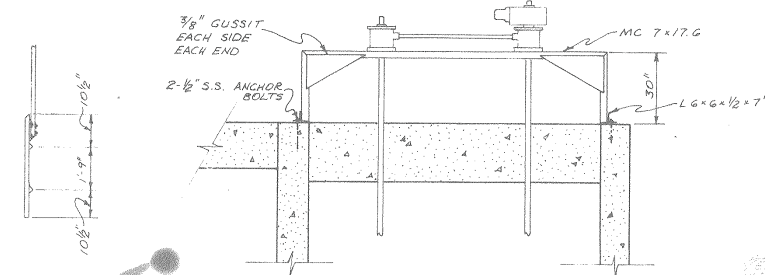


PRESSURE RELIEF VALVE DETAIL

TO BE LOCATED AFTER EXCAVATION
AS DIRECTED BY THE ENGINEER

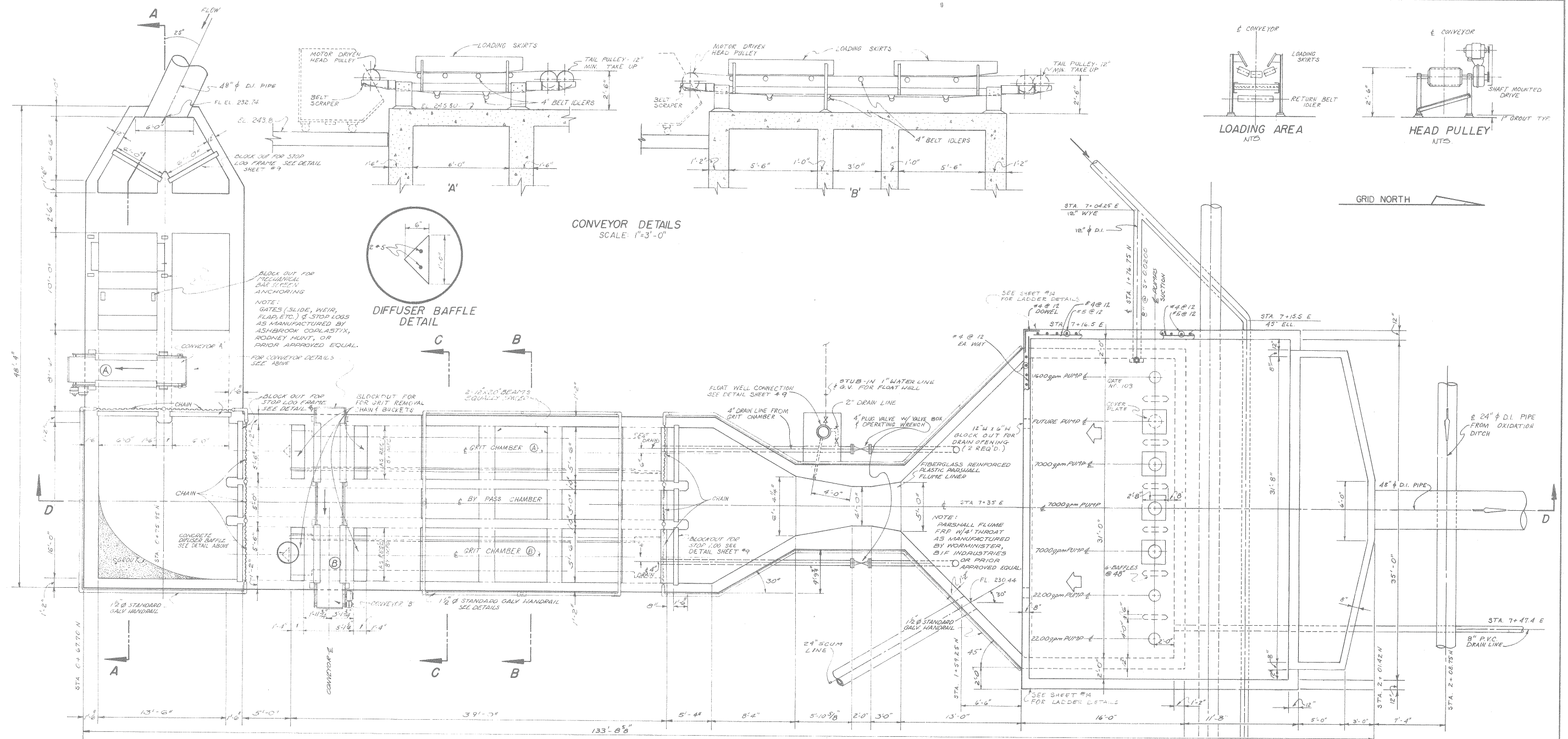


DETAIL OF WEIR GATE

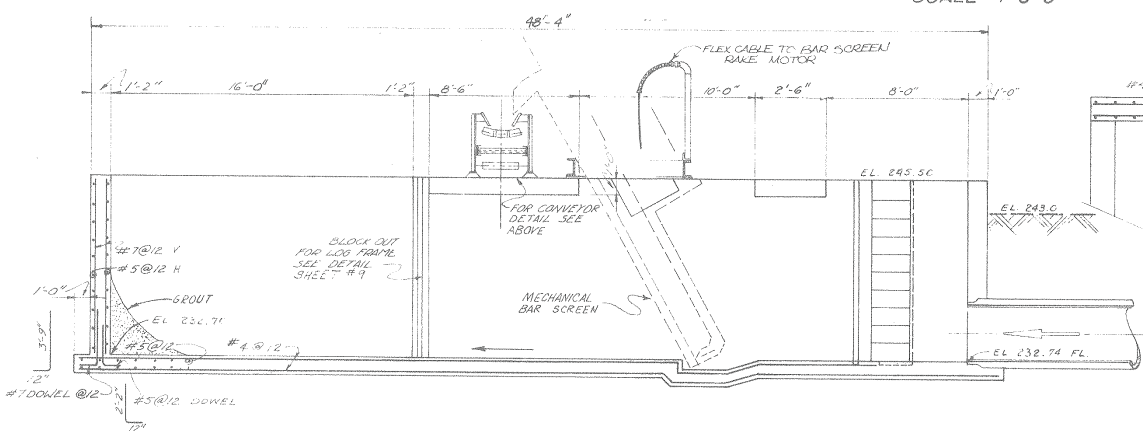


DETAIL OF WEIR GATE YOKE
ALL WELDED CONSTRUCTION
HOT DIP GALVANIZED AFTER
FABRICATION

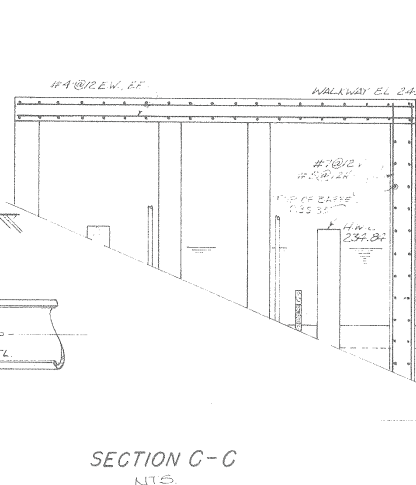
DATE	REVISIONS	DATE
CITY OF NACODOCHES, TEXAS SANITARY SEWAGE SYSTEM IMPROVEMENTS		FEB. 29, 1980
SEWAGE TREATMENT FACILITIES ENVIRONMENTAL PROTECTION AGENCY		SCALE
PROJECT N° C-48-1197 SCHEDULE OF SLUICE & WEIR GATES AND MISCELLANEOUS PIPING DETAILS		AS SHOWN
		DRAWN BY L. C.
		CHECKED BY
SCHAUMBURG AND POLK, INC. CONSULTING ENGINEERS 8865 COLLEGE STREET BEAUMONT, TEXAS 77707		SHEET 5 OF 83
		DRAWING NO.



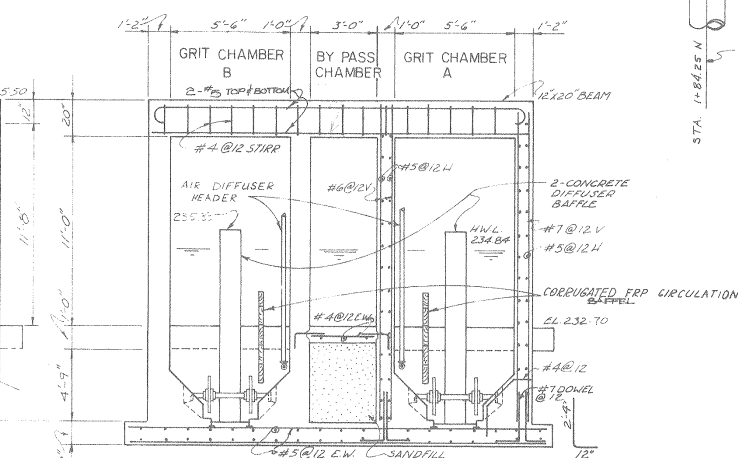
PLAN OF BAR SCREEN, GRIT CHAMBER, AND LIFT STATION
SCALE 1"=5'-0"



SECTION A-A
SCALE 1"=5'-0"



SECTION C-C
NTS



SECTION B-B
NTS

DATE	REVISIONS	DATE
		FEB 29, 1980
		SCALE AS SHOWN
		DRAWN BY M.M. & P.F.
		CHECKED BY
CITY OF NACOGDOCHES, TEXAS		
SANITARY SEWAGE SYSTEM IMPROVEMENTS		
SEWAGE TREATMENT FACILITIES		
ENVIRONMENTAL PROTECTION AGENCY		
PROJECT N° C-48-1197		
INFLUENT STRUCTURE		
SCHAUMBURG and POLK, INC.		
CONSULTING ENGINEERS 8805 COLLEGE STREET BEAUMONT, TEXAS 77707		
SHEET 8 OF 83		

EQUIPMENT SUBMITTALS



Submittal 2657V2-E002
October 2, 2023

FlexRake® Engineering Submittal for:

Nacogdoches WWTP Nacogdoches, TX

Vision Equipment LLC
Attn: Herhsel Ezzell, Jr., P.E.
6 Falls View
Fair Oaks Ranch, TX 78015

Submitted by:
Steve Volk
Project Manager
svolk@duperon.com



TABLE OF CONTENTS

FlexRake® Specifications

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- Field Verifications
- Approval Cover
- Warranty

Literature and Spare Parts

- Product Information
- Spare Parts List

Motor and Gearbox Data

- Motor Information
- Gearbox Data

FlexRake® Installation

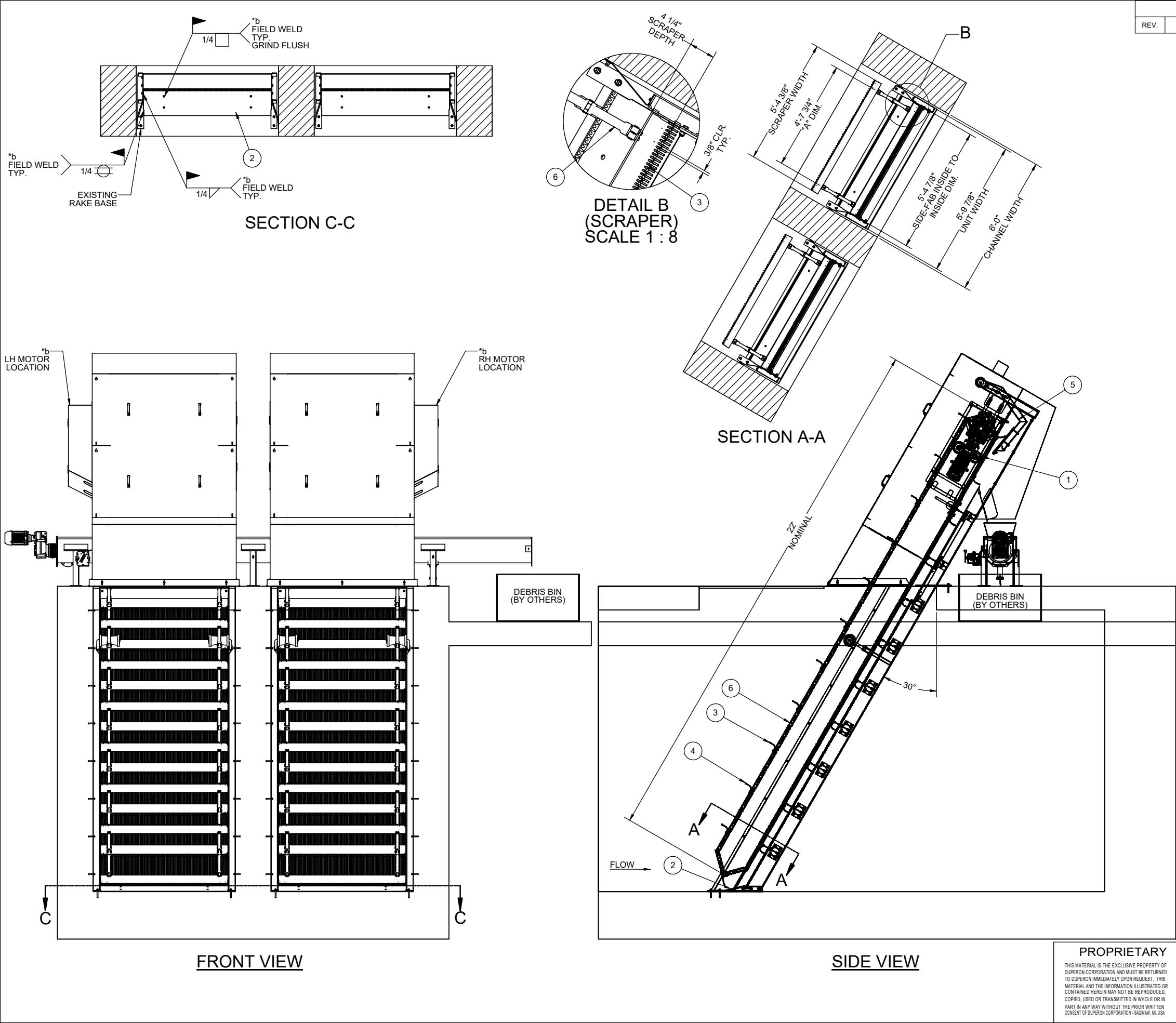
Controls Data

- Controls Schematics Redlines - Modification to existing Panel
- Controls Schematics - Post Modification
- Product Data Sheets

Paint & Grease Specs and SDS



FLEXRAKE SPECIFICATIONS



D03810410426.5
FULL PENETRATION
FINE SCREEN, FULLY ASSEMBLED
FlexRake® (5'-9 7/8" W x 22' L)
(2) UNITS

304 NOTE:

1. ALL STAINLESS STEEL PLATE AND SHAPES SHALL BE 304 UNLESS NOTED OTHERWISE.
2. ALL FASTENERS SHALL BE 304SS AND CONDITION C.W. ASTM F593-86a. STANDARD HOLE FOR 1/2" FASTENERS IS 9/16" AND STANDARD HOLE FOR 3/8" FASTENERS IS 13/32". NO OVERSIZED HOLES OR SLOTS ALLOWED UNLESS SPECIFICALLY DETAILED. ONLY NON-MAGNETIC FASTENERS.
3. ALL WELDED CONNECTIONS SHALL COMPLY WITH AWS "STRUCTURAL WELDING CODE-SHEET STEEL" D1.6.
4. WELDERS AND WELDING PROCEDURES SHALL BE QUALIFIED AS SPECIFIED IN AWS D1.6. FILLER METAL SHALL CONFORM TO: "SPECIFICATION FOR COVERED CORROSION - RESISTING CHROMIUM AND CHROMIUM-NICKEL STEEL WELDING ELECTRODES", AWS SPECIFICATION A5.9-07 OR "SPECIFICATION FOR CORROSION-RESISTING CHROMIUM AND CHROMIUM-NICKEL STEEL BARE AND COMPOSITE METAL CORED AND STRANDED. WELDING ELECTRODES AND WELDING RODS". AWS SPECIFIED A5.9-07. ALL WELDS TO BE 1/4" CONTINUOUS FILLET, UNLESS NOTED.

NOTE #1

@=SHIPPED LOOSE-FIELD INSTALL REQUIRED

NOTE #2

TOTAL SHIP WT = .54 TON

NOTE #3

CONTRACTOR TO VERIFY THAT THE PROPOSED INSTALLATION IS SUITED TO THE SITE.

CONTRACTOR TO VERIFY NOTES AND COMMENTS ON THE THIRD PAGE OF ACKNOWLEDGMENT FORM:

- a. VERIFY MOTOR LOCATION: QTY. (1) LH SIDE OF UNIT, QTY.(1) RH SIDE OF UNIT
- b. VERIFY FIELD WELD REQ'D. AT BASE PLATE, (3) PLACES

@	6	4	SUB-ASSY: 304SS LINK STRAND 22		243.32	-	S26400L.S.LK\$1.5.0.0
@	5	2	DB: FP/FPFS 6" 304SS		87.95	-	A06988W.S.ST6.5.0.1
@	4	22	SUB-ASSY: FRIQ .38 SCRAPER RH 304SS		27.21	-	2657.S.SC6.5.0.R
@	3	22	SUB-ASSY: FRIQ .38 SCRAPER LH 304SS		27.21	-	2657.S.SC6.5.0.L
@	2	2	WELD ON BASE PLATE COVER	304SS	60.07	-	2657.D.507.5.0.0
@	1	2	SUB-ASSY: FROIQ DRIVEHEAD 304SS		629.29	-	2657.S.DH3.5.0.1

NO.	QTY.	DESCRIPTION	MAT'L	WT#	LENGTH	PART NO
V2 - FOR OWNER APPROVAL						
DIMENSIONING & TOLERANCING IN ACCORDANCE WITH ANSI Y14.5M-1982			 Saginaw, Michigan 48601 TF 800.383.8479			
TOLERANCES - UNLESS OTHERWISE SPECIFIED						
X = ±0.13						
XX = ±0.06						
XXX = ±0.009						
XXXX = ±0.0009						
ANGULAR = ±0.5°						
DRAWN	JPM	DATE	SHEET TITLE			
		9/25/2023	NACOGDOCHES, TX			
CHECKED	BDJ	DATE	WWTP			
		9/25/2023				
APPROVED	SV	DATE	PART NAME			
		9/25/2023	MAIN LAYOUT			
APPROVED		DATE				

PROPRIETARY

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SITE SPECIFIC DATA

Job: City of Nacogdoches, TX - Nacogdoches - WWTP
Date: October 2, 2023

To assure your satisfaction, this package has been created based upon our Proposal and/or specifications. It is provided for your review prior to our releasing the work order to manufacturing. This will assure us both that all critical information is correct and has been considered. In the pages that follow, please note verification measurements and any acknowledgements in the boxes provided, noting any changes

The following data describes the configuration of your unit:

PROJECT DATA:

CUSTOMER: City of Nacogdoches, TX
PROJECT/SITE: Nacogdoches - WWTP

GENERAL DESCRIPTION:

MODEL TYPE

NUMBER OF UNITS

Link Slides	FLEXRAKE® IQ ONLY (FRO)
Lower Debris Shields	FRO (FRO IQ)
Anchor Plates	2
Debris Blade Assembly	INCLUDED
Nameplate	NOT INCLUDED
Deadplate Heat Pad (Or panel)	NOT INCLUDED
Front Enclosure	BY OTHERS 304SS
Rear Enclosure	INCLUDED
Enclosure Material	NOT INCLUDED
Front Enclosure Options:	NONE
Enclosure Option: Viewing Panel	NONE
	NOT INCLUDED

SITE SPECIFIC DATA

Job: City of Nacogdoches, TX - Nacogdoches - WWTP
Date: October 2, 2023

BASIC FLEXRAKE® DATA:

Model/Type:	FRO (FRO IQ)
Unit Height (ft): (Nominal)	22.00 FT
Unit Width (ft): (Actual)	5 FT 9 7/8 IN
Angle from Vertical (deg):	30 DEG
FlexRake Material:	304 SSTL
BS Coating or Finish:	NONE
Notes:	REPLACE BARS ONLY AS NEEDED
SmartLinks™ Material	304SS LINKS WITH 304 PINS/302 SNAP RINGS
FlexLink Ultimate Strength:	60,000 lbs Minimum
Lifting Capacity (LB):	1000 LBS
Discharge Rate:	Approx. 33 inches/minute at normal speed (.69 RPM/10Hz) & Approx. 198 inches/minute at high speed (4.1 RPM/60Hz)
Bearing Type:	Self-lubricating engineered Thordon® bearing type and shall have a 24/7/365 L10 life of 20 years

DESIGN CRITERIA:

If Modular - Shipping instructions	NA
Max Flow Rate (MGD):	26.0 MGD
Average Flow Rate (MGD)	12.9 MGD
Structural Head Differential (ft):	1.00 FT
Seismic Zone:	NA

HYDRAULICS:

Average Flow Rate (MGD)	12.9 MGD
Upstream Water Depth at AVG flow(ft):	0.00 FT
% Blinding Factor	%
Approach Velocity (fps):	.00 FPS
Slot Velocity (fps):	.00 FPS
Downstream Water level	0.00 FT

Max Flow Rate (MGD):	26.0 MGD
Upstream Water Depth (ft) at max flow:	0.00 FT
% Blinding Factor	%
Approach Velocity (fps):	.00 FPS
Slot Velocity (fps):	.00 FPS
Downstream Water level	0.00 FT

BARSCREEN:

FlexRake Material:	304 SSTL
Frame/Cross Members Thickness:	0.25 IN MINIMUM MEMBER SIZE
Side Fabrications Thickness:	0.25 IN
Channel Bottom Plate Thickness:	0.25 IN
Deadplate Thickness (in):	NA - FRO
Discharge Chute Thickness (in):	NA - FRO
Bar (ONLY) Material:	EXISTING 316 SSTL
Bar Width (in):	0.25 IN
Bar Height (ft):	12.00 FT

SITE SPECIFIC DATA

Job:	City of Nacogdoches, TX - Nacogdoches - WWTP
Date:	October 2, 2023
Bar Depth (in):	0.75 IN
Clear Opening (in):	0.38 IN
FlexRake Material:	304 SSTL
<u>Drive Head Material:</u>	304SS FABRICATED
Drivehead Type:	FABRICATED
Drive Shaft:	NA
Drive Sprockets:	NA
End Castings:	NA
Coating Color:	TNEMEC P-006 SAFETY BLUE (Motor & Gearbox Only)

SITE SPECIFIC DATA

Job: City of Nacogdoches, TX - Nacogdoches - WWTP
Date: October 2, 2023

SCRAPER DESCRIPTION:

No. of Scrapers 23
 RATIO (for FPF5): NA
 Scraper Thickness (in): 1/4"SS
 Scraper Width (ft): 5 FT 4 3/8 IN
 Scraper Depth/Height (in): 4.25"
 Scraper Configuration: FULL PENETRATION
 Screen Penetration FULL BAR DEPTH

Scraper Material: 2205 SSTL
 Scraper Support: NA
 Scraper Accessory NA

DISCHARGE:

Discharge Clearance (ft): 4 FT 2.25 IN
 Discharge To: CONVEYOR
 Container height/size: 4 FT 6 IN

FLEXRAKE® MOUNTING:

NA - FRO

MOTOR & CONTROL DATA:

Motor Type & Characteristics: 1 , 3 , 230/460V
SEE MOTOR & GEARBOX SECTION OF THE SUBMITTAL FOR MOTOR DETAILS

Controls:
 Main Panel Qty: REUSE EXISTING PANEL
 Main Panel Rating/ Material: NEMA 4X SS
 VFD or Emotron Type: ALLEN BRADLEY 525 (SEE REDLINE SCHEMATIC, VFD'S TO BE REPLACED)
 Relay or PLC based: RELAY BASED
 If PLC - Type of PLC NA
 Accessories Included: SUN VISOR
 Local Control Stations Rating/Material NA - EXISTING
 Level Instruments NONE
SEE CONTROLS SECTION OF THE SUBMITTAL FOR CONTROL PANEL DATA
NEW PANEL TAG FOR MAIN PANEL TO BE INCLUDED, INDICATING W2657V2 - FRIQ

SPARE PARTS:

Standard Spare Parts Kits Included: 1
 Additional Spare Parts Kit: NONE
SEE LITERATURE & SPARE PARTS SECTION OF THE SUBMITTAL FOR SPARE PARTS LIST
 Customer Ordered Spare Parts NA

SEE PAINT AND GREASE SPECS SECTION OF THE SUBMITTAL FOR PAINT SPECS & SDS



FIELD VERIFICATIONS

Job:

City of Nacogdoches, TX - Nacogdoches - WWTP

Date:

October 2, 2023

Customer/Contractor to verify the following items from Drawing W2657V2A001:

a. Verify Motor Location as 1 unit RH, 1 unit LH as shown on drawing W2657A001 V2 FOA, Sheet #1

Comments:

b. Verify field weld required at base plate, 3 places (typical) as shown on drawing W2657A001 V2 FOA, Sheet #1

Comments:

Comments:

Comments:

Comments:

Comments:

Comments:

Comments:

Comments:

Comments:

Comments:

Comments:



FIELD VERIFICATIONS

Job:

City of Nacogdoches, TX - Nacogdoches - WWTP

Date:

October 2, 2023

""

a. Verify the nameplate wording on outer door of the control panel as indicated on the control drawings is correct. - LCP 42.1 - Barscreen FRIQ

Comments:

b. Verify the incoming power to the control panel is 480V/3PH/60HZ

Comments:

Comments:

Comments:

Comments:

Contractor to verify the following general items:

a. Shipping Information (cross out and provide corrected address if needed):

Address:

Nacogdoches WWTP

3628 Rayburn Dr.

0

Nachogdoches, TX 75963

Point of Contact:

0

office:

0

cell:

0

email:

0

SITE SPECIFIC DATA

Job: City of Nacogdoches, TX - Nacogdoches - WWTP
Date: October 2, 2023

b. Warranty Registration Information (cross out and provide corrected address if needed):

Address: City of Nacogdoches, TX

 0

 0

Point of Contact: 0

office: 0

cell: 0

email: _____

c. Projected Installation Date:

d. Projected Start-Up Date:

e. Installation Instructions and Requirements provided in this submittal (see layout drawing and Installation Guide) have been reviewed and will be followed accordingly at time of offload and installation. It is critical to realize that the FlexRake has been engineered specific to your site and the contractor/owner is required to follow these instructions. Failure to do so may have catastrophic consequences which may endanger the safety of Contractor/Owner personnel, damage the unit, and/or void the warranty.

Customer approval of entire submittal package:

Check the appropriate approval level below, sign, date and return to us via fax at (989) 754-2175 and send original via mail.

☐ **Approved for Release**

☐ **Approved with noted Changes**

☐ **Re-submit as noted**

Comments:

Signature/Date: _____

Print Name/Title/Company: _____



STANDARD ONE-YEAR WARRANTY

Duperon Corporation warrants for the period of one year that the FlexRake® will be free from defects in material and workmanship under the normal use and service for which it was intended and if it has been properly installed and operated. This warranty does not include any damage directly related to corrosion or normal wear or to cover maintenance parts. The warranty does not apply to any repairs or alterations made to the machine without Duperon Corporation's written consent, nor does it include any damages due to negligence or abuse. This warranty does not cover any damages made to the purchaser's supporting structures or property while installing or during the use of the FlexRake®. The warranty does not guarantee that the FlexRake® will meet the requirements of any safety code of any state, municipality or other jurisdictions and the Purchaser assumes all risk and liability whatsoever, from the use thereof, whether used singly or in combination with other machines and apparatus.

Duperon Corporation's obligation under this warranty is limited to replacing or repairing, free of charge, FOB point of manufacturer, any defective part or parts returned to Duperon Corporation at 1200 Leon Scott Court, Saginaw, Michigan 48601, as long as these parts are not returned later than 365 days from the commencement of the use of the machine.

This warranty is expressly in lieu of all other warranties, expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose not set forth in writing signed by an officer of Duperon Corporation. Duperon Corporation neither assumes, nor authorizes any person to assume for it, any other liability in connection with the sales and use of the FlexRake® and there are no oral agreements or warranties collateral to or affecting this agreement.

Notwithstanding the generality of the foregoing provisions, Duperon Corporation's officers must agree, in writing, on behalf of Duperon Corporation to repair or replace any part. Unless an officer of Duperon Corporation makes such affirmation or promise in writing, it shall not be enforceable against Duperon Corporation. No such agreement to replace or repair shall constitute an admission by Duperon Corporation of any legal responsibility to affect such replacement, to make such repair, or otherwise.



STANDARD FIVE-YEAR WARRANTY

Duperon Corporation warrants for the period of 5 years all rotating parts of the FlexRake® which constitute the following: the gearmotor, bearing, drive head, link system (including FlexLink™ castings, pins and retaining rings). Duperon® will replace these components if damaged or defective during the 5-year period in the normal use of the equipment under normal debris conditions and with properly configured torque overload protection, operation at 1/2 rpm (lowest speed for VFD) for all but 20% of the operating hours, proper care and maintenance and no alterations to factory settings and/or configuration.

Other than specifically listed above, Duperon Corporation warrants for the period of one year that the FlexRake® will be free from defects in material and workmanship under the normal use and service for which it was intended and if it has been properly installed, maintained, and operated. This warranty does not include any damage directly related to corrosion or normal wear or to cover maintenance parts. All warranties shall be void if any repairs or alterations are made to the machine without Duperon Corporation's written consent and shall be void in events of any damages due to negligence or abuse. This warranty does not cover any damages to the Purchaser's supporting structures or property while installing or during the use of the FlexRake®. The warranty does not guarantee that the Duperon® FlexRake® will meet the requirements of any safety code of any state, municipality, or other jurisdictions and the Purchaser assumes all risk and liability whatsoever, from the use thereof, whether used singly or in combination with other machines and apparatus.

Duperon Corporation's obligation under this warranty is limited to replacing or repairing, free of charge, FOB point of manufacturer, any defective part or parts returned to Duperon Corporation at 1200 Leon Scott Court, Saginaw, Michigan, 48601, or other address designated by Duperon Corporation as long as these parts are returned not later than the expiration of the applicable warranty period.

Duperon Corporation expressly disclaims all other warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose not set forth in a writing signed by an officer of Duperon Corporation. Duperon Corporation neither assumes, nor authorizes any person to assume for it, any other liability in connection with the sale, installation, or use of the Duperon® FlexRake® and expressly states that there are no oral agreements or warranties collateral to or affecting this agreement.

Notwithstanding the generality of the foregoing provisions, Duperon Corporation's officers must agree, in writing, on behalf of Duperon Corporation to repair or replace any part. Unless an officer of Duperon Corporation makes such affirmation or promise in writing, it shall not be enforceable against Duperon Corporation. No such agreement to replace or repair shall constitute an admission by Duperon Corporation of any legal responsibility to affect such replacement, or to make such repair or otherwise, nor shall such agreement to replace or repair constitute an admission of defect or fault.



LITERATURE & SPARE PARTS





SOME THINGS TO KEEP IN MIND

There are several different styles of the Duperon® FlexRake®.

This manual is written for a variety of Duperon® FlexRake® models, including but not limited to:

- Duperon® FlexRake® Only
- Duperon® FlexRake® FP (Full Penetration)
- Duperon® FlexRake® HD (Heavy Duty)
- Duperon® FlexRake® FPFS (Full Penetration Fine Screen)

Additionally, the Duperon® FlexRake® can be made in a single-strand or a double-strand arrangement this manual can be applied to both.

The FlexRake® can be utilized in a variety of applications.

The Duperon® FlexRake® has been installed in:

- Stormwater pump stations
- Municipal pump stations
- Hydroelectric facilities
- Irrigation canals
- Fish barrier applications
- Pulp & paper mills
- Food processing plants
- Wineries
- Sanitary Sewer Plants/Pump Stations
- CSO facilities
- Prisons

The Duperon® FlexRake® was designed with built-in flexibility.

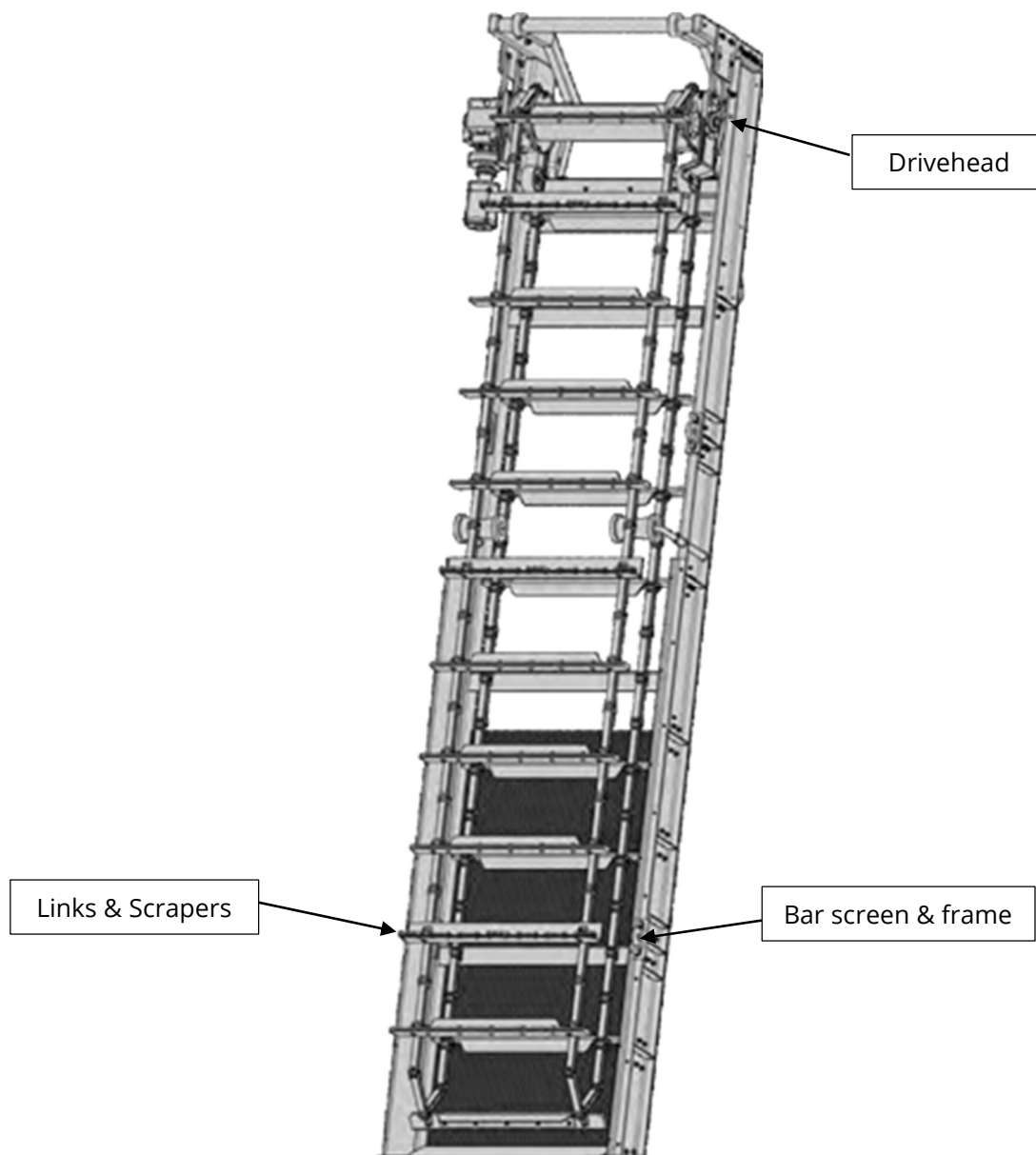
The Duperon® FlexRake® does not have a lower sprocket. The FlexLink™-based link system has been designed to flex out of the way for larger debris and to become its own lower sprocket and return frame. It has also been designed to flex and/or pivot out of the way to accommodate larger debris. The FlexRake® mounting system allows the drivehead to pivot. This allows for the opportunity to remove large debris from the screening area. The FlexRake® maintains its contact with the bar screen by the weight of the components and the angle of the unit, or by mechanical means with use of our patent-pending Flexor™.

SOME THINGS TO KEEP IN MIND

The Duperon® FlexRake® can be broken down into three basic components:

- 1). Bar screen and frame (No frame on FRO, barscreen replaced as needed)
- 2). Drivehead
- 3). Links and Scrapers

All serviceable points on the Duperon® FlexRake® can be reached at or above the deck.





DUPERON® FLEXRAKE® FACTS

The Duperon® FlexRake® has been intentionally designed to be a simple mechanical device, easy to install and maintain, and a value to our customers. With even the most careful planning, we understand that site and debris conditions are rarely predictable. One of the best features of the Duperon® FlexRake® is that it can be altered to adapt to changing conditions. If this occurs at your site, modification is a possibility. Please contact us to discuss.

- The chain travel on a FlexRake® is normally 28 inches/minute. This translates into 0.5 RPM on the drive shaft.
- The FlexRake® can be allowed to operate 24 hours a day, provided that the minimum downstream water level of 1.0 feet is maintained.
- The average lifting capacity of the FlexRake® is 1,000 lbs.
- The FlexRake® is designed to use its own weight to remain against the bar screen. This weight can vary, dependent on the unit angle, width, height, and type/size of scrapers used.
- Several different controls options are available to operate the FlexRake®. Units can be wired to run continuously, to start remotely, to run on a timed cycle, or to start based on differential level.
- The criteria for designing the FlexLink™ resulted in the use of a stainless-steel investment casting to be utilized for its manufacturing. When assembled as a continuous link system, the link creates a structure that will bend in only one direction (much like your elbow). This creates rigidity and allows the links to become their own frame and eliminates the need for a lower sprocket.
- Corrosion-resistant materials have been utilized on the FlexRake® wherever possible. This eliminates the need for much of the maintenance normally associated with this type of equipment. The motor/gearbox assembly is internally lubricated and sealed. Some bearing maintenance may need to be performed on an annual basis, dependent on the model of your FlexRake®.

HOW IT WORKS



1. The FlexLink™ articulates to a 90-degree angle, closing on the drive pin. Once closed, the sprocket drives the link system forward.



2. As it leaves the drive sprocket, the FlexLink™ locks into a solid bar, forming its own frame. (It works similarly to a knee or elbow.)



As the FlexLink™ link and attached scrapers reach the bottom of the screen, the FlexLink™ forms its own lower sprocket.



4. Once the links turn to travel slowly up the screen, they are engineered to allow clearance around the pin. Water lubrication allows stainless steel movement without gouging or wear.



5. Industry-exclusive Thru-Bar™ technology features scrapers designed to clean 3 sides of the bar, as well as horizontal cross members.



6. Multiple scrapers placed every 21 inches continuously rake the barscreen. With screen head-loss minimized, some sites report a 3x greater capture rate than with their previous machines.



FREQUENTLY ASKED QUESTIONS

How does the Duperon® FlexRake® remain against the bar screen?

The FlexRake® is forced against the surface of the bar screen by the water's current and its own weight, or by mechanical means with use of our patent- pending Flexor™. (Note: The weight of the FlexRake® will vary dependent on the angle, width and height, along with the size and type of scrapers used).

Is the Duperon® FlexRake® automatic and self-cleaning?

Yes. The FlexRake® does not require an operator; as a standard unit, it is simply wired to run continuously, often running simultaneously with pumps, turbines or during water flow. The scrapers travel slowly at a rate of 22-90 inches/minute from the bottom of the bar screen to the top. Debris is discharged before it makes its return down the upstream side of the sprocket.

Why isn't there a frame or lower sprocket?

Design objectives for the FlexRake® included eliminating the need for extensive site engineering and the use of massive framework. It was determined that the unit should have the ability to be adapted to many styles of bar screens. It was important that the unit be easily removable to allow for maintenance of screens, gates, and other equipment or structures.

This criterion resulted in the unique design of the FlexLink™, a stainless steel investment casting. When assembled into a link system, the link was engineered to create a structure that would hinge in only one direction. This created rigidity for the chain to become its own frame. The link system's ability to hinge in a single direction allows it to become its own sprocket as well.

What keeps the Duperon® FlexRake® from stalling when a large object comes between the scraper traveling up the face of the bar screen and a scraper returning in the opposite direction? What if a large object comes between the rake and the rack?

The FlexLink™ permits the FlexRake® to travel around large debris such as drums or logs with its unique ability to "flex" and for the mounting assembly to pivot from the screen.

How much weight can the FlexRake® lift?

The FlexRake® has a lifting capacity of approximately 1,000 lbs continuously.

What maintenance is required?

Very little! All parts located underwater are corrosion resistant. The scrapers are manufactured of UHMW and stainless steel; the FlexLink™ castings and fasteners are stainless steel. The motor and all bearings are lubricated and sealed. Depending upon use and site conditions, lubrication may be required on a quarterly basis (the manufacturer's lubrication schedule should be referenced for exact requirements).



FLEXRAKE IQ™

FR.K.SP1.006

STANDARD SPARE PARTS LIST

QTY	PART NUMBER	DESCRIPTION
10	FR.D.013	SNAP RINGS
4	38161FTBH	BHCS: 3/8-16 X 1"
4	3816NY	3/8-16 NYLOCK NUT
4	FRIQ.D.050	PIN: FR IQ CLEVIS 3/4"
1	NEVSEEZ1OZ	1 OZ TUBE NEVER SEEZE
1	FR.T.T001	SNAP RING TOOL WITH INSTRUCTION SHEET



MOTOR & GEARBOX DATA



PRODUCT INFORMATION PACKET

Model No: 143TTGN6551

Catalog No: C361A

1 HP Explosion Proof Motor, 3 phase, 1800 RPM, 208-230/460 V, 143TC Frame, EPFC
Explosion Proof NEMA Motors



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REGAL

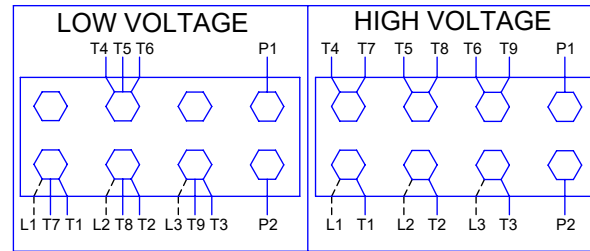
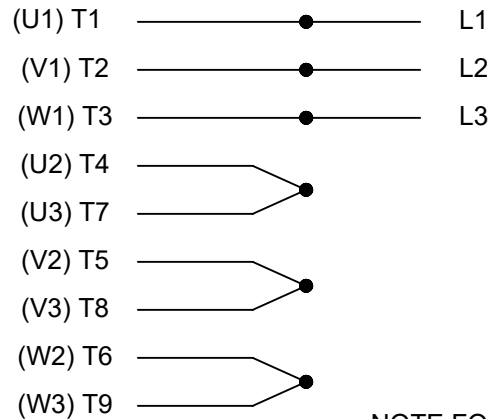
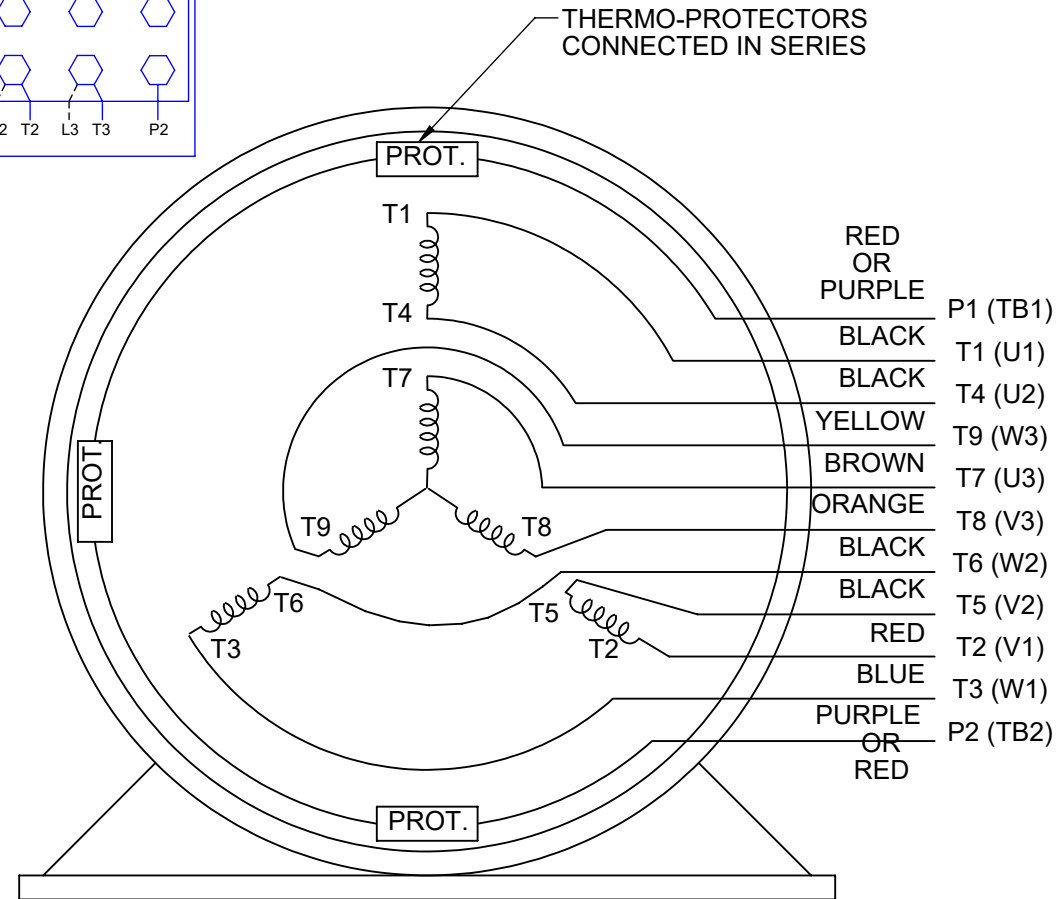
Nameplate Specifications

Output HP	1 Hp	Output KW	0.75 kW
Frequency	60 Hz	Voltage	208-230/460 V
Current	3.0-3.0/1.5 A	Speed	1735 rpm
Service Factor	1.15	Phase	3
Efficiency	85.5 %	Power Factor	72
Duty	Continuous	Insulation Class	F
Design Code	B	KVA Code	M
Frame	143TC	Enclosure	Explosion Proof Fan cooled
Thermal Protection	Thermostats 160 deg. C (N/C)	Ambient Temperature	40 °C
Drive End Bearing Size	6205	Opp Drive End Bearing Size	6203
UL	UL Listed And CSA Certified	CSA	Y
CE	N	IP Code	54
Hazardous Location	EXP PROOF CL I GR D CL II GR F&G T3B		

Technical Specifications

Electrical Type	Squirrel Cage Inverter Rated	Starting Method	Line Or Inverter
Poles	4	Rotation	Reversible
Resistance Main	13.8 Ohms	Mounting	Rigid Base
Motor Orientation	Horizontal	Drive End Bearing	Ball
Opp Drive End Bearing	Ball	Frame Material	Cast Iron
Shaft Type	T	Overall Length	15.23 in
Frame Length	7.50 in	Shaft Diameter	0.875 in
Shaft Extension	2.12 in	Assembly/Box Mounting	F1 ONLY
Connection Drawing	EE7308T	Outline Drawing	108721-750

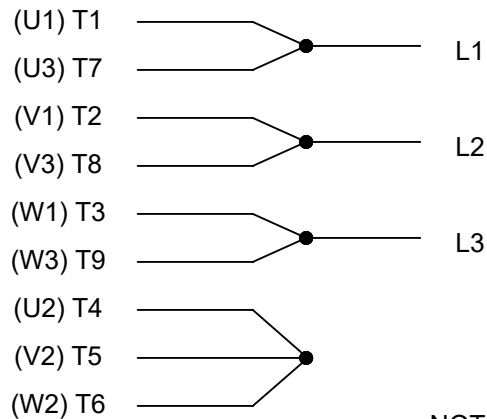
HIGH VOLTAGE

THREE PHASE
DUAL VOLTAGE MOTOR

VIEW OF TERMINAL END

NOTE FOR FACTORY USE ONLY:
TO SURGE TEST FOR COMMON CONNECT:
HIGH VOLT: CONNECT P1 TO T1
THEN P2 TO L1
LOW VOLT: CONNECT P1 TO T1 & T7,
THEN P2 TO L1

LOW VOLTAGE



NOTE: LEAD'S COLOR CAN BE YELLOW OR WHITE FOR MT2 PLANT

DRAWING REVISION T	REVISION BY ZR	DATE 01-14-2019
ECO ECO-0159915	APPROVED BY DR	DATE 01-15-2019
ECO DESCRIPTION ADDED TERMINAL CONNECTION DIAGRAM		
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DRAWN BY SMC	 Regal Beloit America, Inc.	
DATE 05-13-1992		
APPROVED BY TB	DESCRIPTION CONN DIAGRAM-INTERNAL 3 PHASE - DUAL VOLTAGE MOTOR	
DATE 05-13-1992		
REFERENCE EE7308/EE7300	MATERIAL	PROCESS/FINISH
THIRD ANGLE PROJECTION	SIZE A	DRAWING NUMBER EE7308T
		SHEET 1 OF 1

CERTIFICATION DATA SHEET

Model#: 143TTGN6551 AA **WINDING#:** ZT492 R16 3
CONN. DIAGRAM: A-EE7308T **ASSEMBLY:** F1 ONLY
OUTLINE: A-104479-750

TYPICAL MOTOR PERFORMANCE DATA

HP	KW	SYNC. RPM	F.L. RPM	FRAME	ENCLOSURE	KVA CODE	DESIGN
1&3/4	.75&.56	1800	1735&1460	143TC	EPFC	M	B

PH	Hz	VOLTS	FL AMPS	START TYPE	DUTY	INSL	S.F	AMB°C	ELEVATION
3	60/50	208- 230/460#190/ 380	3- 3/1.5&2.8/1.4	LINE OR INVERTER	CONTINUOU S	F3	1.15/1.15	40	3300

FULL LOAD EFF: 85.5&85	3/4 LOAD EFF: 85.5	1/2 LOAD EFF: 84	GTD. EFF	ELEC. TYPE	NO LOAD AMPS
FULL LOAD PF: 72&69.5	3/4 LOAD PF: 67	1/2 LOAD PF: 53.5	82.5	SQ CAGE INV RATED	1.7 / .9

F.L. TORQUE	LOCKED ROTOR AMPS	L.R. TORQUE	B.D. TORQUE	F.L. RISE°C
3 LB-FT	27 / 13.5	11 LB-FT 367	14 LB-FT 467	21

SOUND PRESSURE @ 3 FT.	SOUND POWER	ROTOR WK^2	MAX. WK^2	SAFE STALL TIME	STARTS /HOUR	APPROX. MOTOR WGT
60 dBA	70 dBA	0.1 LB-FT^2	7 LB-FT^2	20 SEC.	2	55 LBS.

*** SUPPLEMENTAL INFORMATION ***

DE BRACKET TYPE	ODE BRACKET TYPE	MOUNT TYPE	ORIENTATION	SEVERE DUTY	HAZARDOUS LOCATION	DRIP COVER	SCREENS	PAINT
C-FACE	STANDARD	RIGID	HORIZONTAL	TRUE	EXP PROOF CL I GR D CL II GR F&G T3B	FALSE	NONE	BLUE (POWDER)

BEARINGS		GREASE	SHAFT TYPE	SPECIAL DE	SPECIAL ODE	SHAFT MATERIAL	FRAME MATERIAL
DE	OPE						
BALL	BALL						
6205	6203	POLYREX EM	T	NONE	NONE	1144 STRESSPROOF (C-223)	CAST IRON

THERMO-PROTECTORS				THERMISTORS	CONTROL	SPACE /n HEATERS
THERMOSTATS	PROTECTORS	WDG RTDs	BRG RTDs			
TSTATS 160(N/C)	NOT	NONE	NONE	NONE	FALSE	NONE VOLTS

If Inverter equals NONE, contact factory for further information

*
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*

INVERTER TORQUE: CONSTANT 10:1 INV. HP SPEED RANGE: NONE		
ENCODER: NONE NONE NONE NONE NONE PPR		
BRAKE: NONE NONE NONE P/N NONE NONE NONE NONE FT-LB NONE V NONE Hz		

DATE: 06/23/2017 12:36:55 AM



INSTALLATION



SAFETY

WARNING!

Although the Duperon® FlexRake® unit moves very SLOWLY, it is important that you NEVER REACH INTO THE MOVING UNIT, particularly to dislodge jammed debris. Often the slow operation of a unit is deceiving as to the risks of injury. There is a tremendous amount of torque against jammed material (and body parts if they were trapped while reaching into the unit).

Automatic Unit Operation (if available and enabled):

Eliminate the possibility for injuries to operators, trespassers, or vandals if the unit begins operation automatically. Some customers have done this by “caging” or enclosing the raking mechanism, using audible alarms with signs posted, or by using video equipment for personnel in a central control room to visually assure that no one is in harm’s way.

Reduce any other risks associated with the rake functioning automatically in the current debris and/or site condition with no operator on site.

Assure that the unit will not be set up for automatic operation in such a way as to have the raking mechanism starting under “full load” conditions (i.e. large, matted debris against the screen).

Signage may be required by OSHA.

Maintenance Notes:

An operator must be present whenever the unit is run in reverse. Please note that the Duperon® FlexRake® is not designed to run in reverse for an extended period of time.

Ensure that all operators and maintenance personnel do not wear loose-fitting clothing when near the equipment in operation.

Assure that personnel are trained and use proper power “Lockout/Tag-Out” procedures for the controls whenever maintenance is required on the FlexRake®, or any areas where the spontaneous operation of the unit could cause a hazard.

Refer to OSHA guidelines.



GENERAL PRE-INSTALLATION TASKS

Preparation for Installation:

- Removal of all temporary, protective and/or containment devices used for shipment except for the cribbing used to support the drive head.
- Check bolts, set screws, and retaining rings for tightness and proper sealing that may have been affected by vibration during shipment.
- Examine motors and bearings for any signs of leakage or damage; they should be sealed and lubricated and should not require any further attention.

SNAP RING INSTALLATION

Snap Rings may only be installed with the included Snap Ring Tool.

The Snap Ring Tool that came with your equipment is engineered to properly open the included stainless steel Snap Rings without deforming them. Using any other method (including spreading the ends) to install the stainless-steel Snap Rings will deform them and cause them to fall off during operation.

WARNING: Never reuse Snap Rings. Snap Rings that have been removed are deformed.

To install the Snap Rings:

NOTE: Stainless steel Snap Rings do have the same spring properties as a typical spring steel Snap Ring.

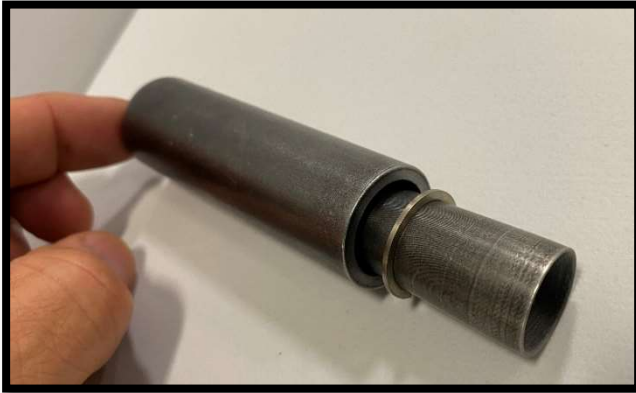
- 1.) Snap ring tool has tool has two parts, cylinder part and conical part that nest together.



- 2.) Put snap ring on conical part of snap ring tool



- 3.) Slide snap ring cylinder over the smaller end of the conical part.



- 4.) Using your palms, push the two parts of the tool together thereby pushing the snap ring to the end of the conical part.



- 5.) Align snap ring tool with the end of the pin needed a snap ring. Push tool firmly and quickly, thereby sliding the snap ring onto the pin and into the groove. (make sure it is aligned when pushing)



- 6.) Ensure snap ring sets into the groove.



7.) Align links in order to insert the pin. The links will need to be slightly bent.



- 8.) Insert pin (with one snap ring) into links. Ensure the flat side of the pin aligns with the flat side of the link.



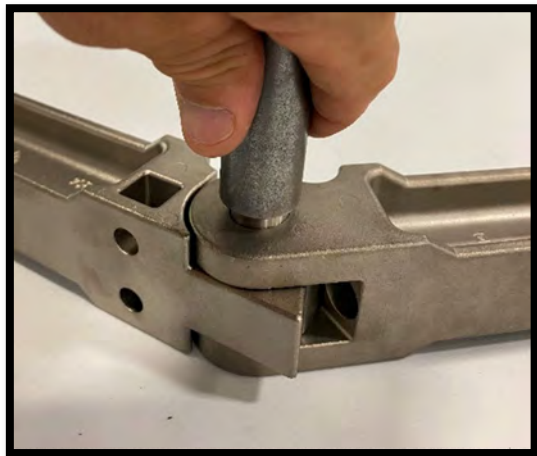
- 9.) Flip link over to install snap ring on the other side.



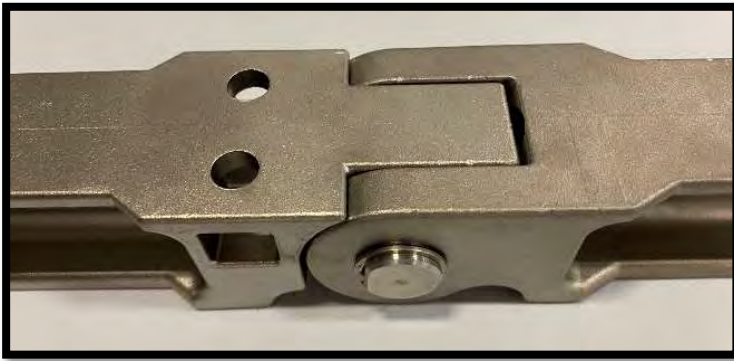
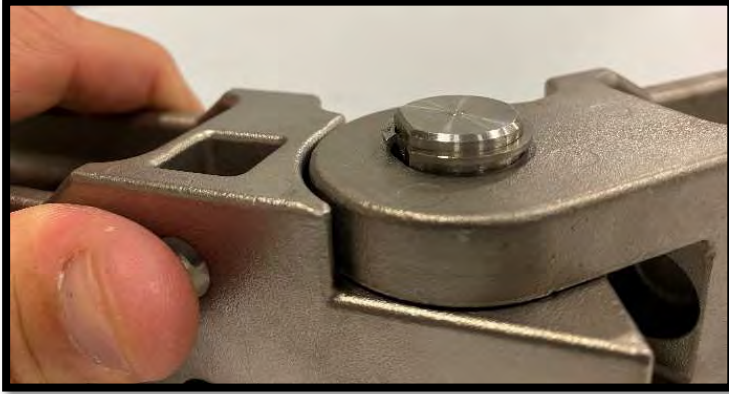
10.) Stage the snap ring as before (steps 1-4) and push to the end of the taper part of the snap ring tool



11.) Align snap ring tool to end of pin and push firmly to transfer snap ring to the snap ring groove.



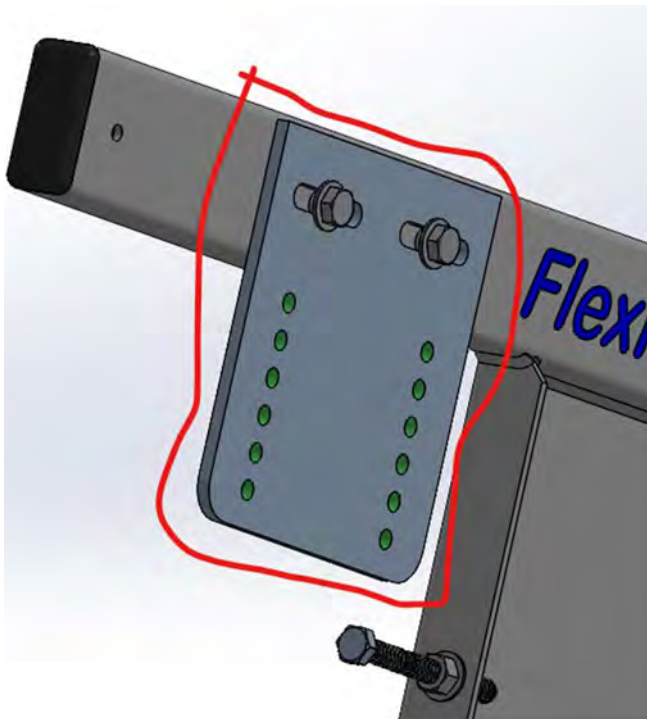
12.) The links fully assembled with snap rings on both sides should look like the below pictures.



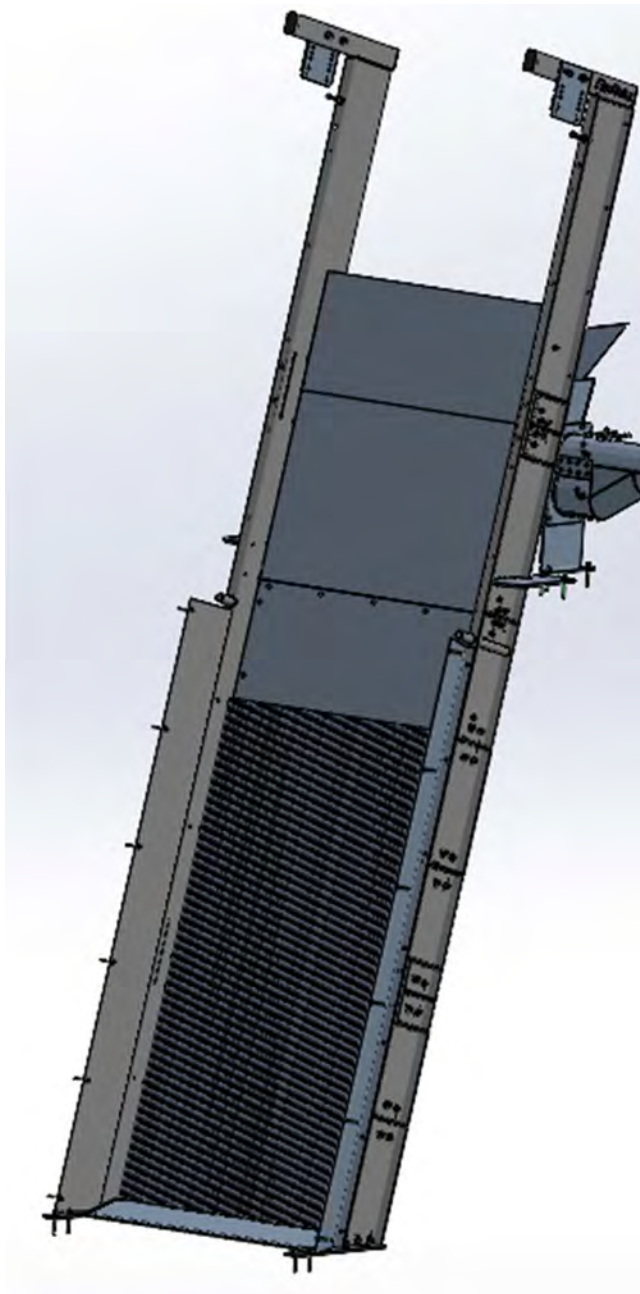
PRE-INSTALLATION TASKS

Remove the following component from your screen:

- Front enclosure
- Rear enclosure
- Scrapers
- Links
- Chain slide rollers
- Drive head (including hinge bars, drive spindle, end casting, bearing, and gearbox) – NOTE: do not remove the drive mount plates



The machine should look similar to the below picture:

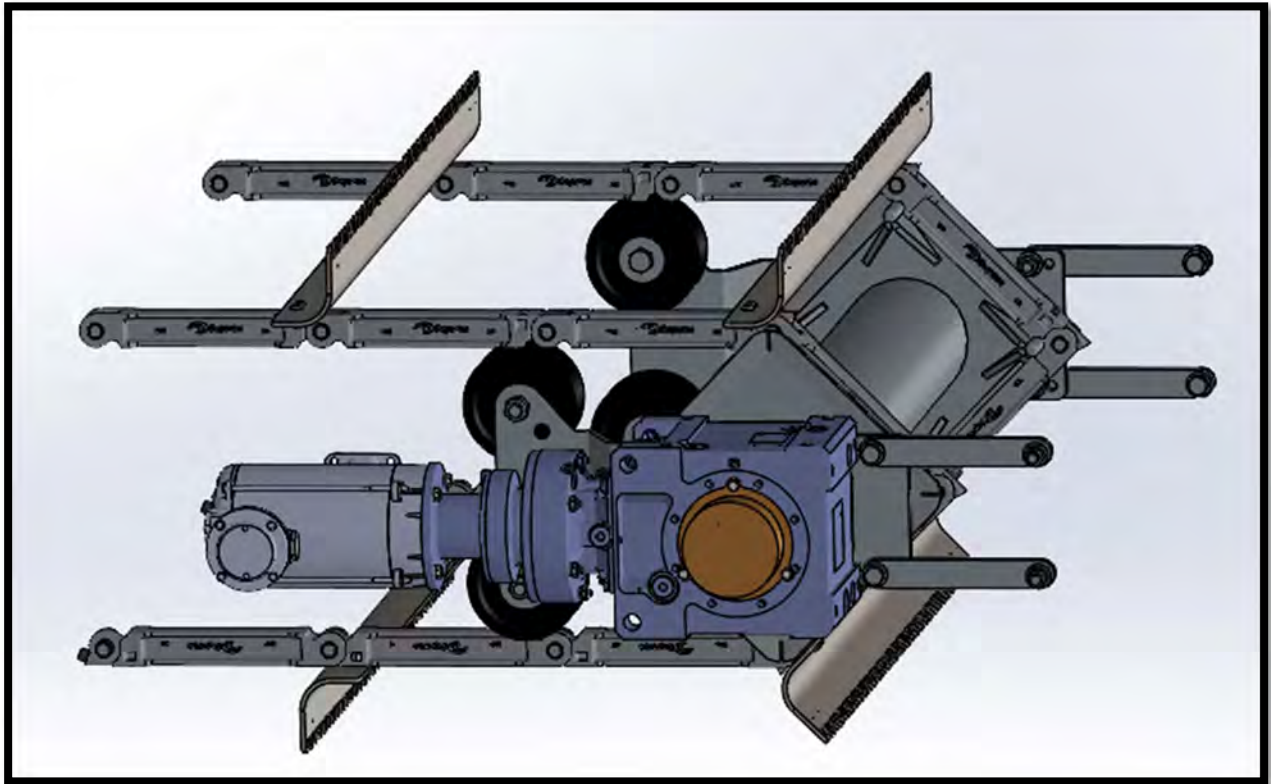


Ensure channel is dewatered and screen is cleaned of all debris.

SHIPPED PARTS

Drive Head Assembly (including below parts) will be cribbed together and installed together on the existing frame.

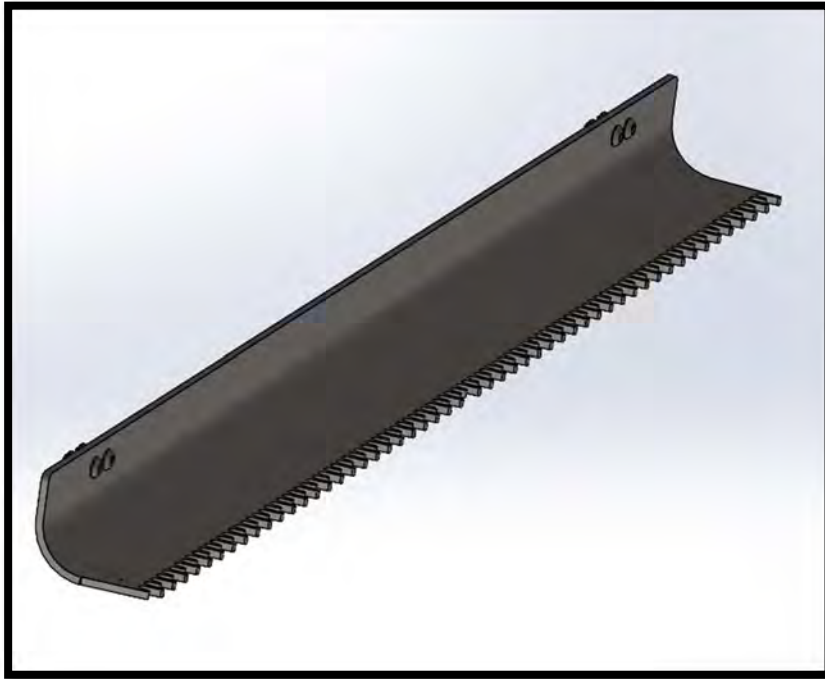
- Drive spindle
- End plates
- Motor/Gearbox
- Bearing
- 16 links (10 per side)
- 4 scrapers



Links (in 5 link sections) will be palletized together

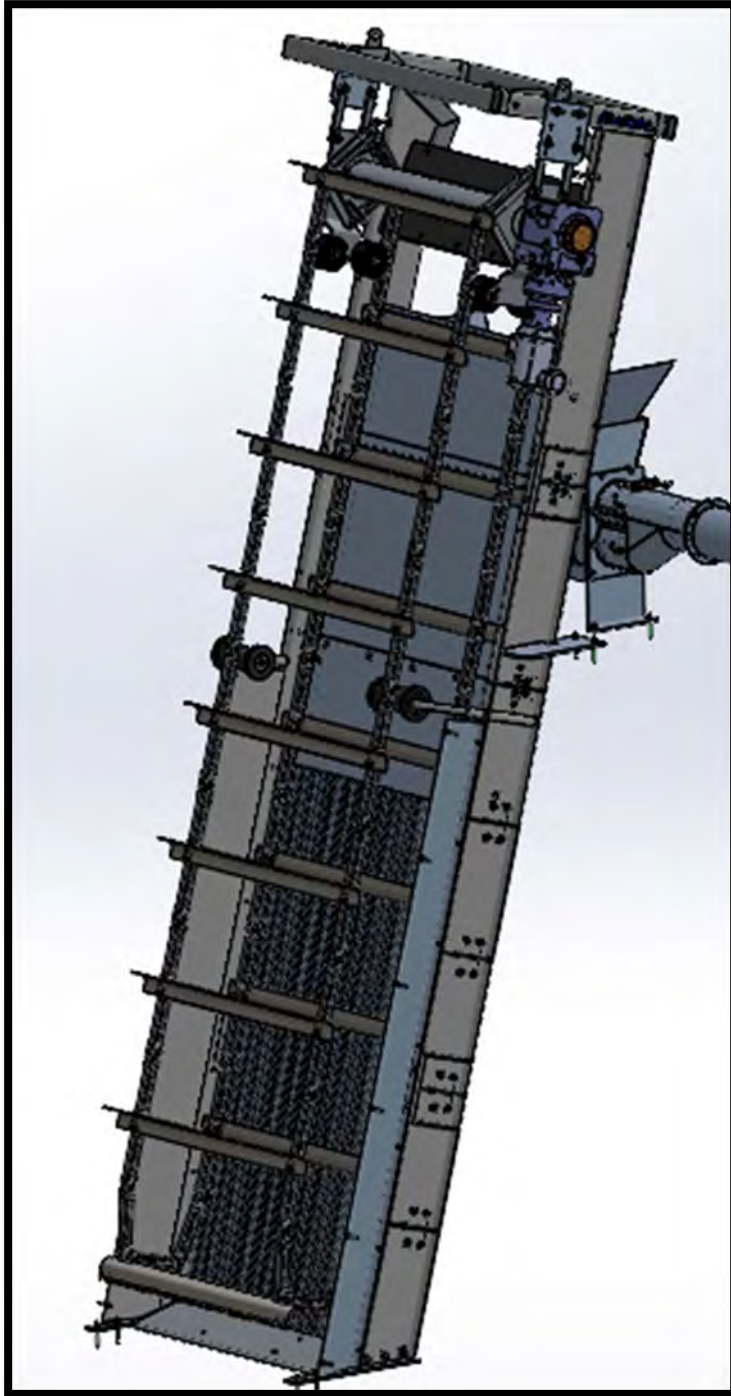


Scrapers will be palletized together (Left and Right)

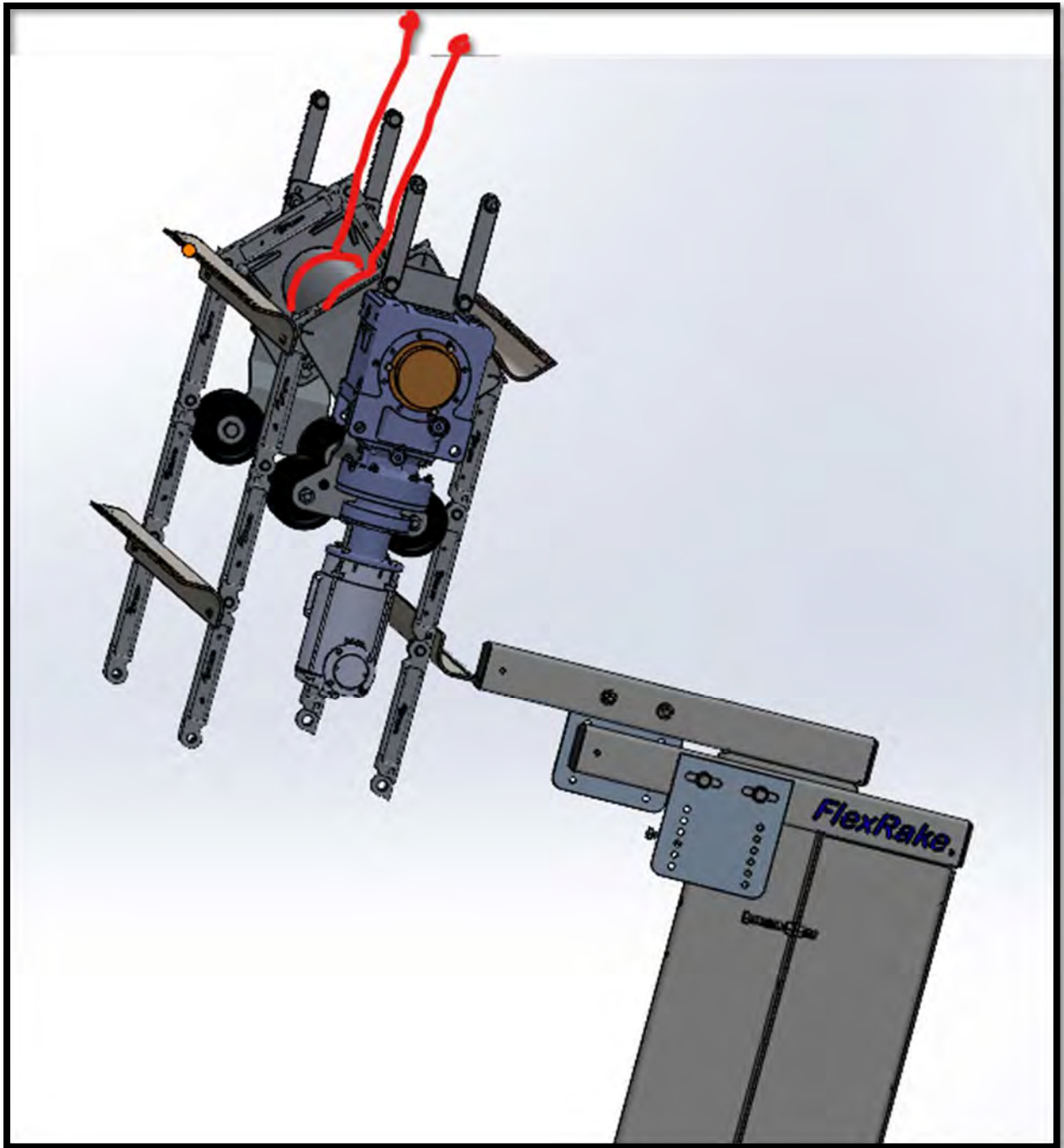


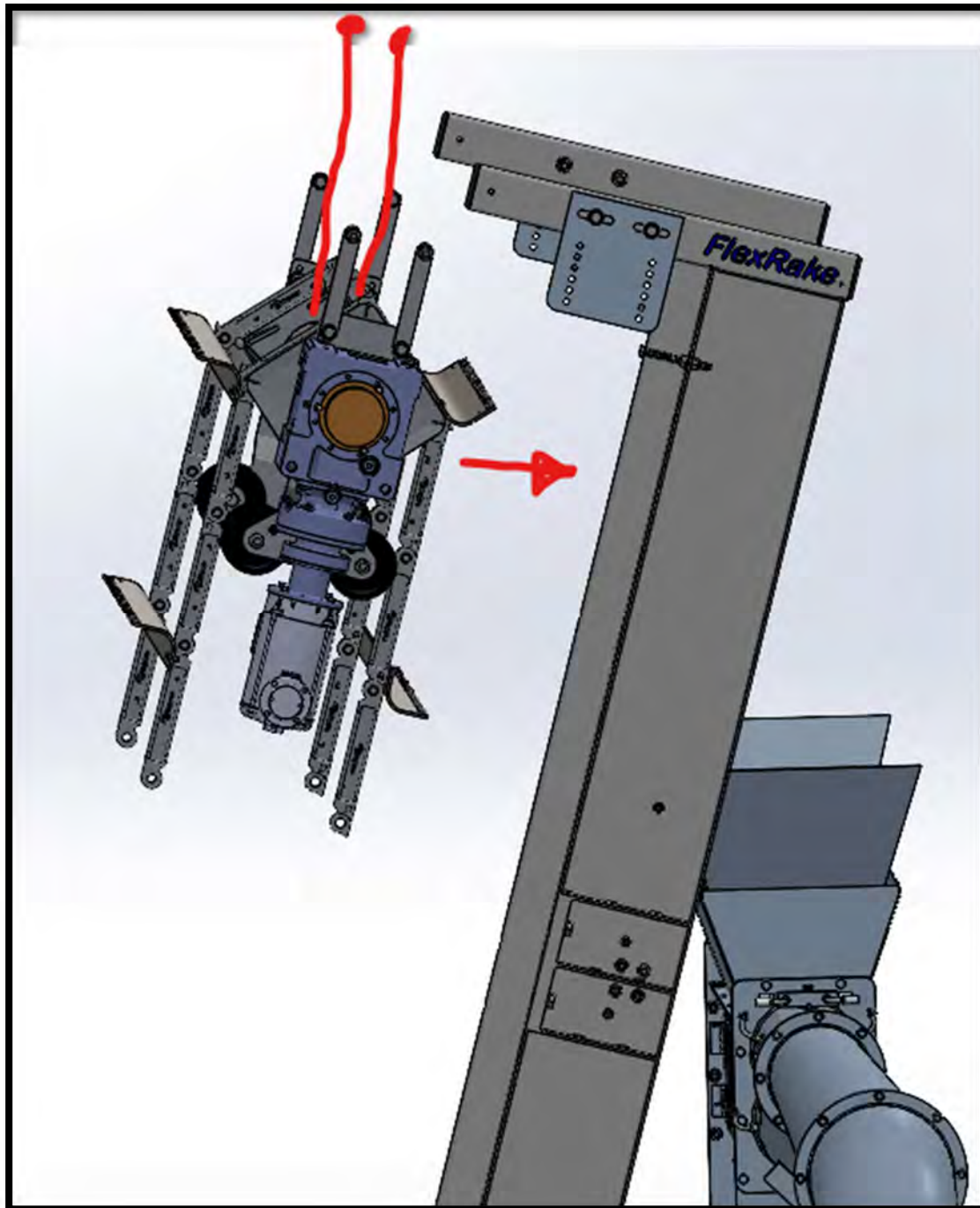
FRO IQ INSTALL INSTRUCTIONS

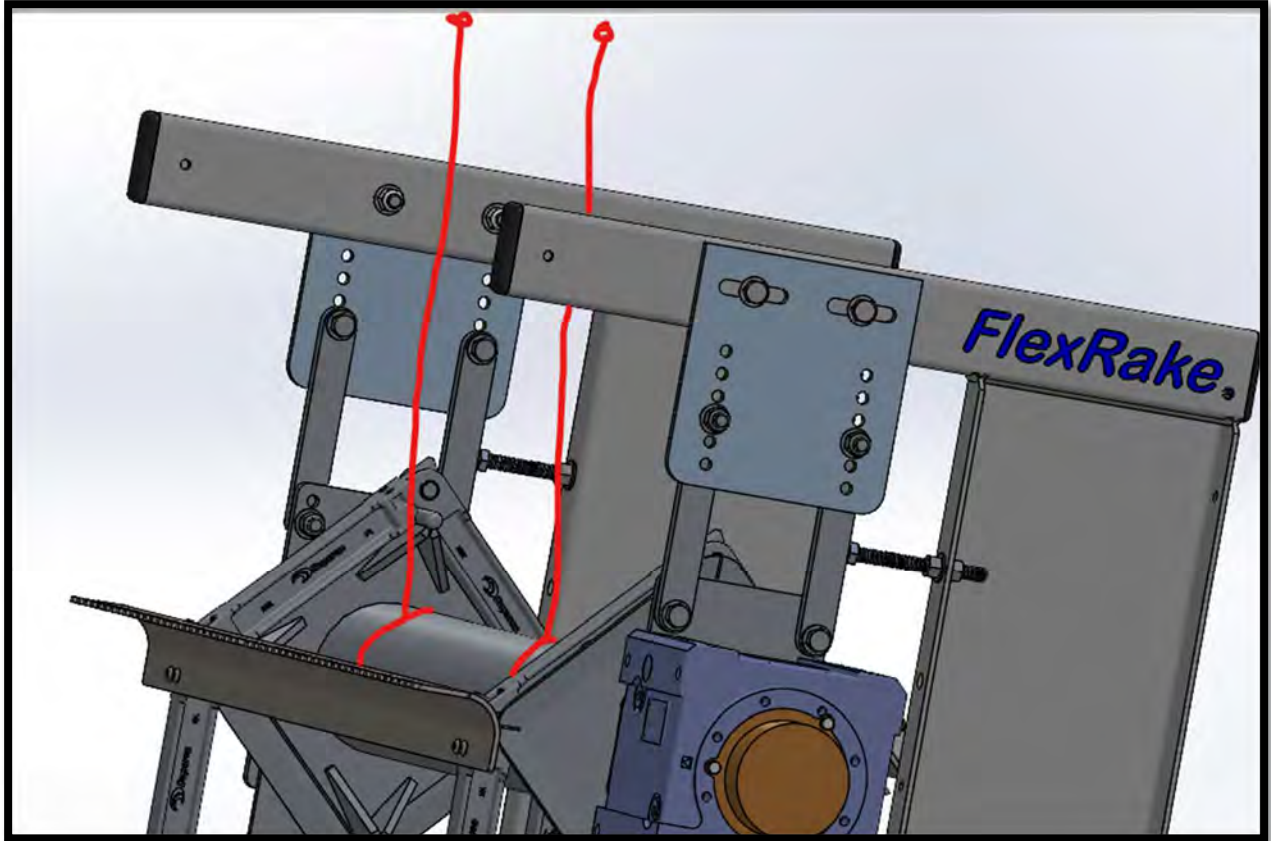
The fully assembled machine (without enclosures) will look similar to the below picture.



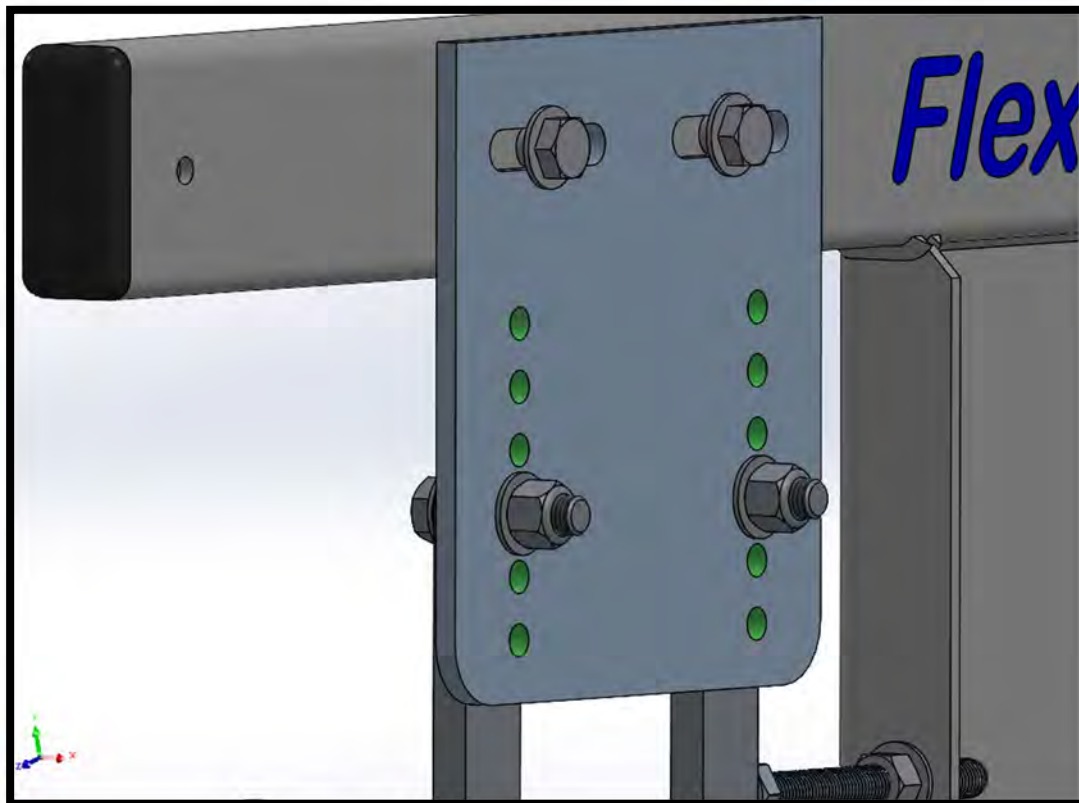
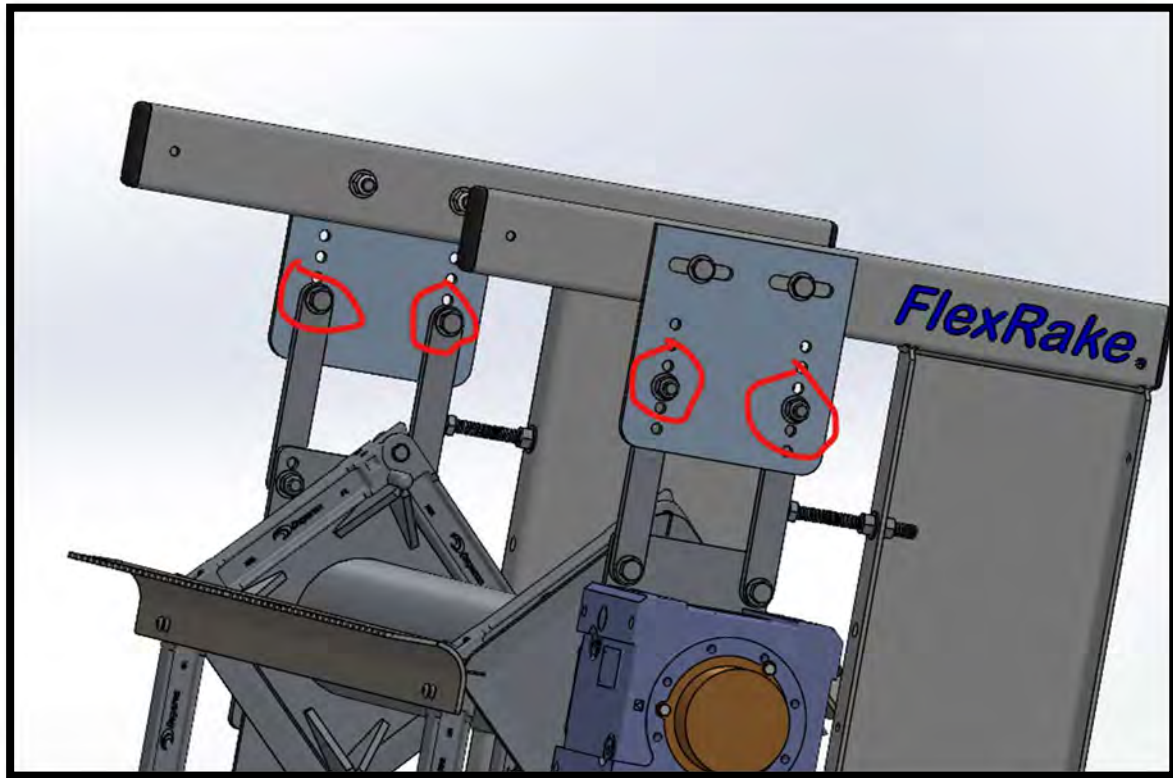
- 1.) Using a crane or hoist pick Drive Head Assembly and lower into place. (Leave cribbing on that holds the links to the drive spindle)

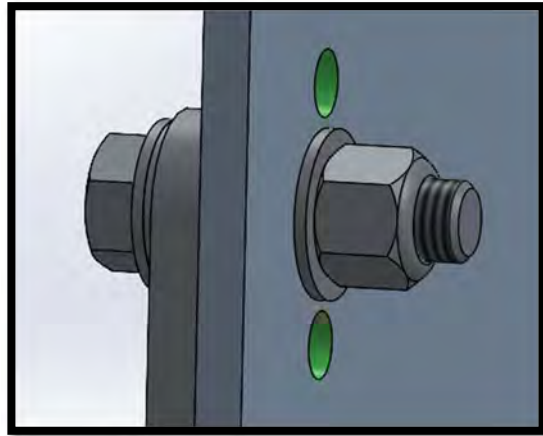
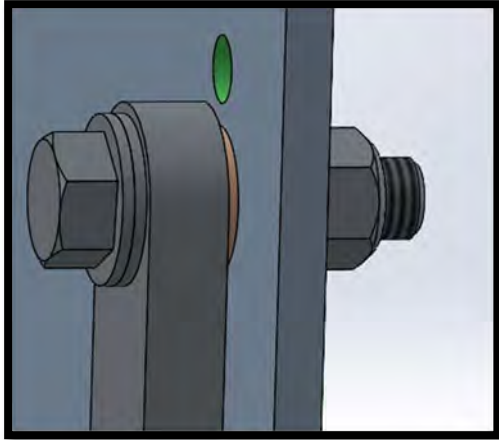






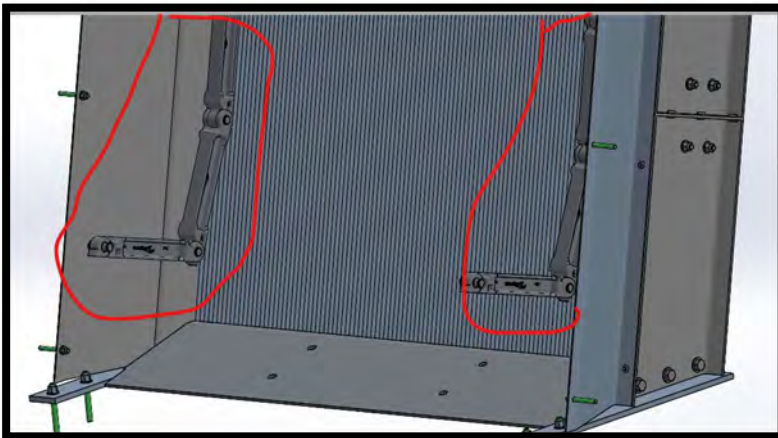
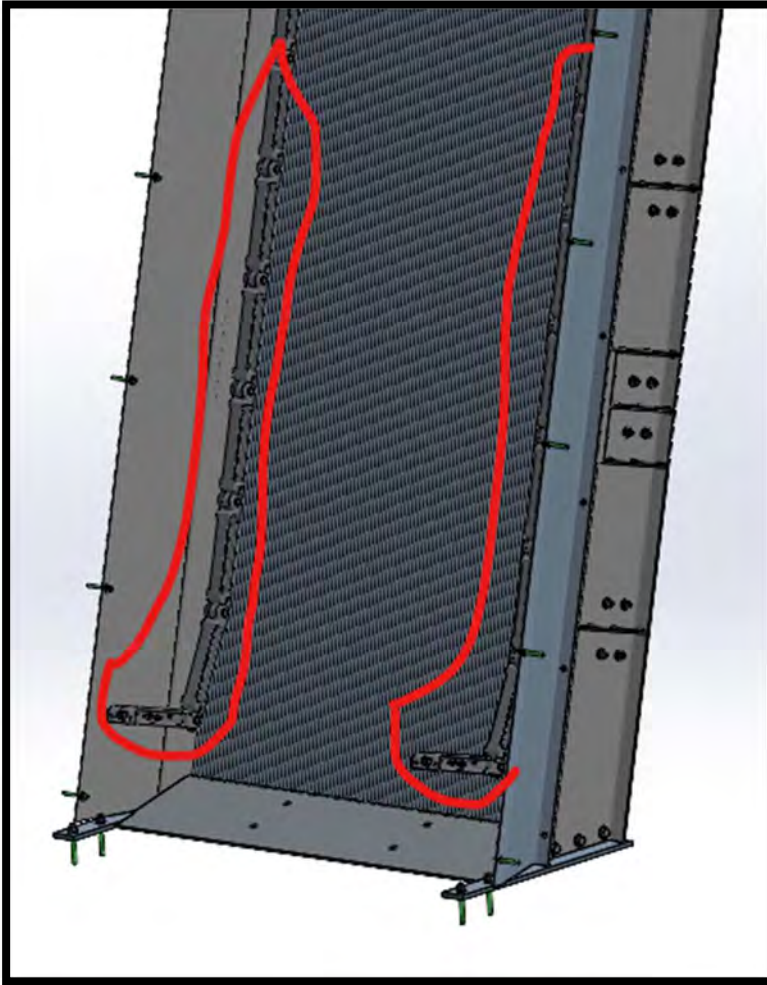
2.) Bolt each hinge bar to the mounting plates as shown.



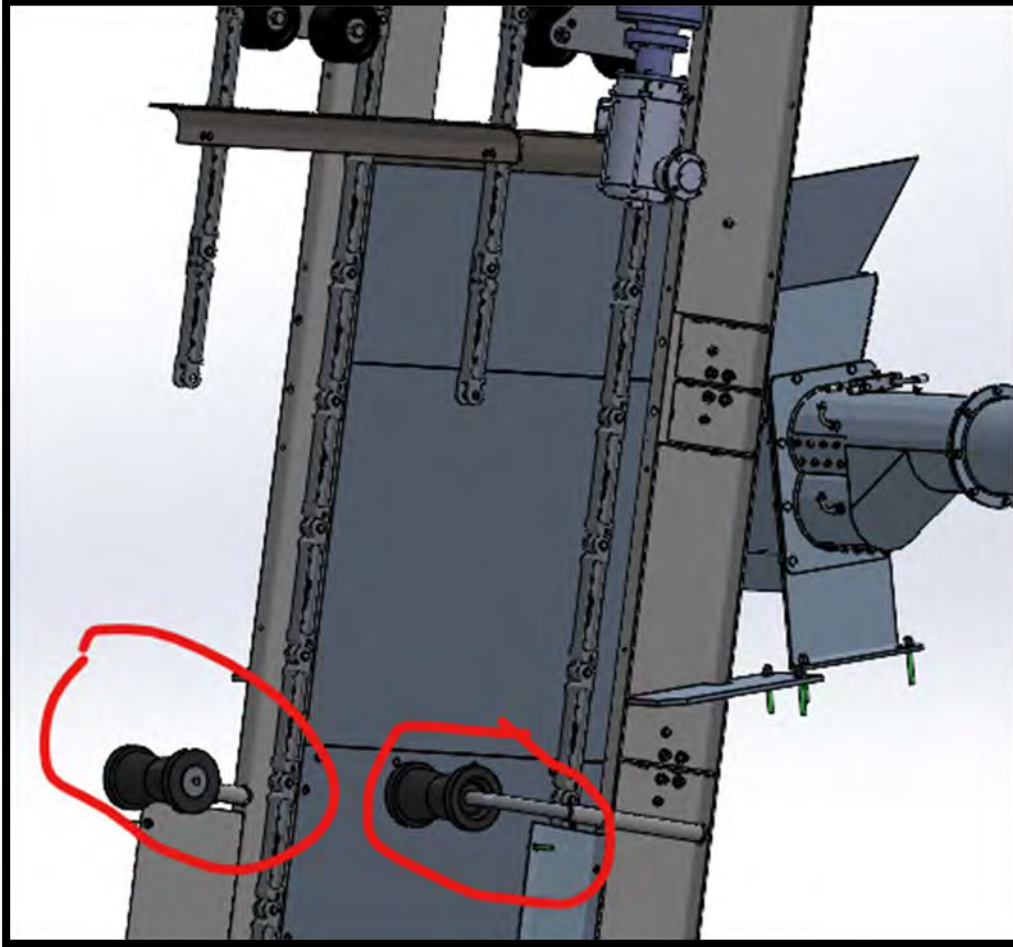


- 3.) Attach 5 links sections to the links closest to the screen until the links touch the channel bottom as shown (links are labeled)

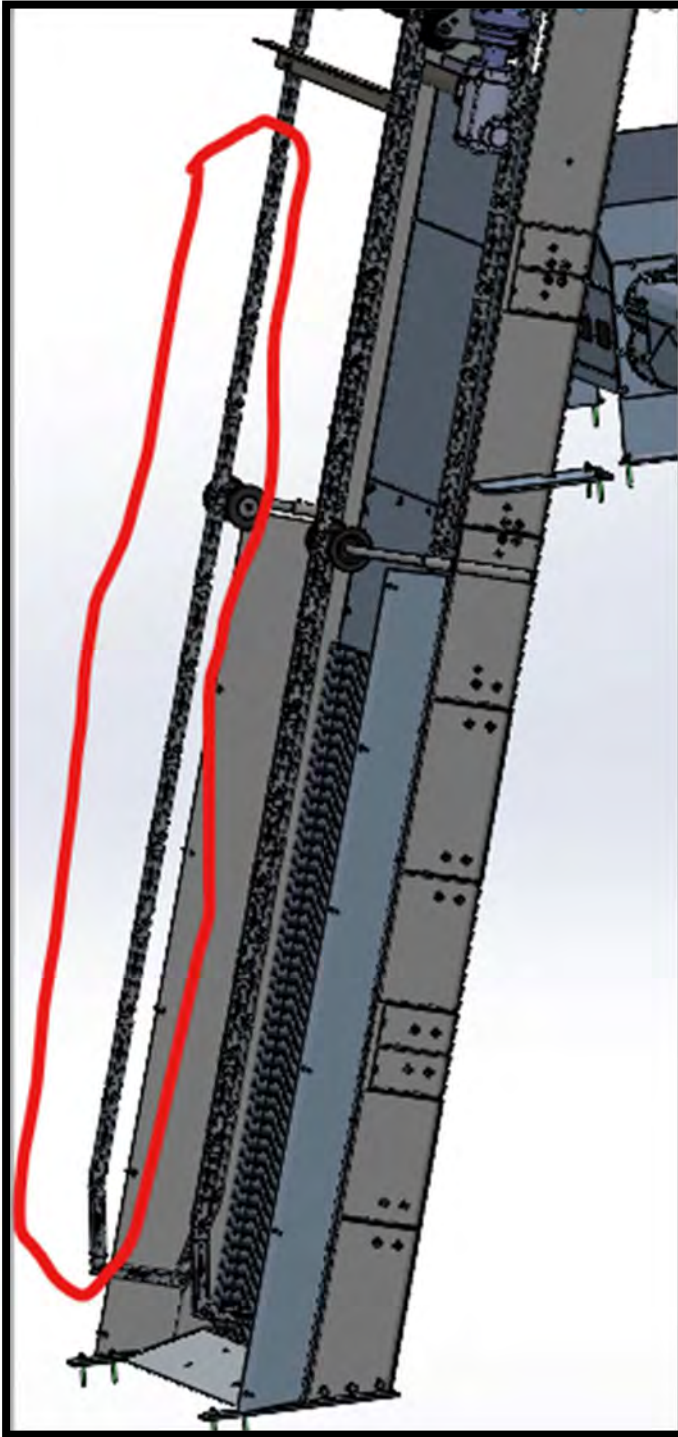
NOTE: USE SNAP RING INSTALLATION TOOL AND INSTRUCTIONS IN ORDER TO ASSEMBLE LINKS

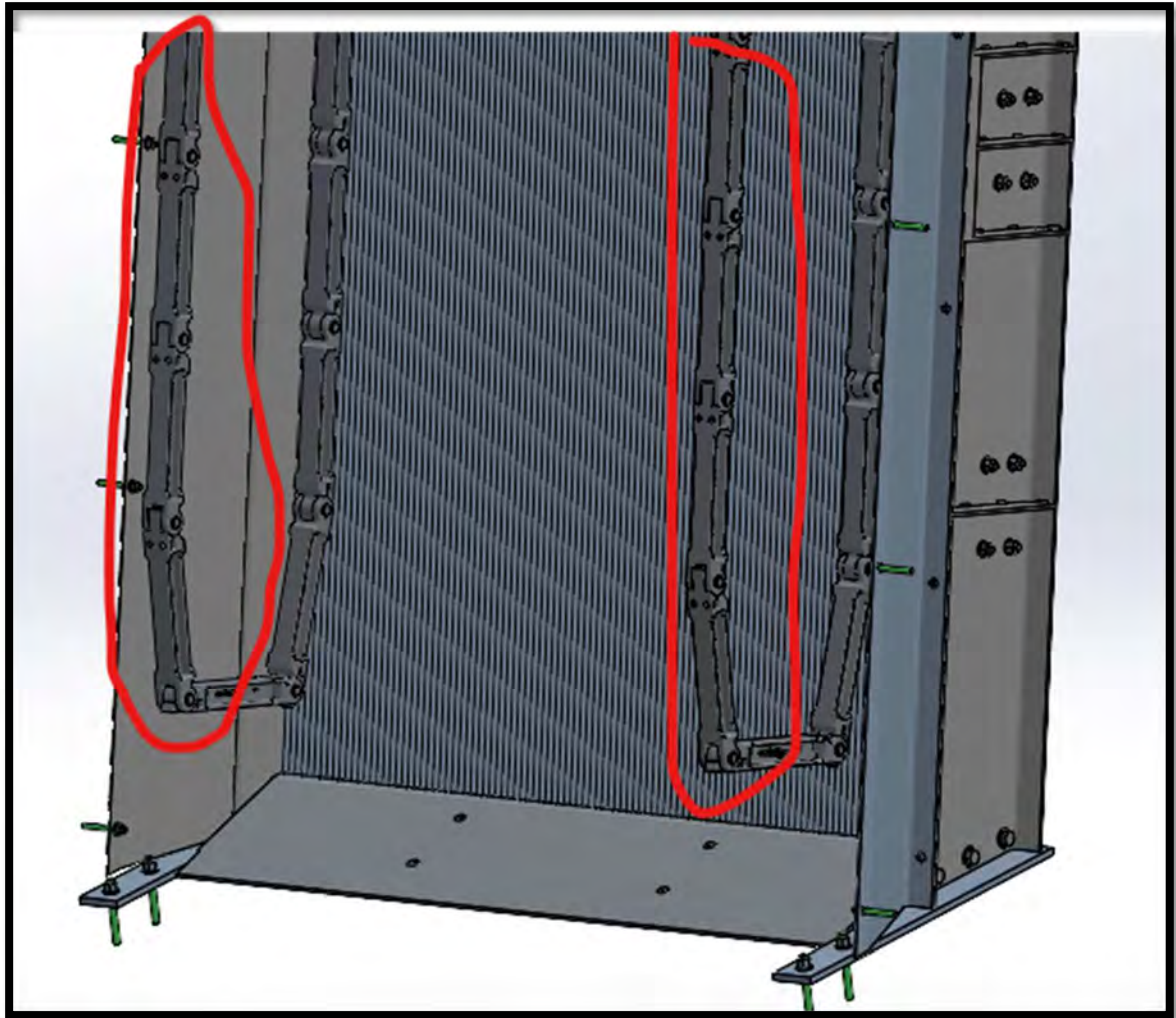


4.) Install new Chain slide rollers with provided hardware

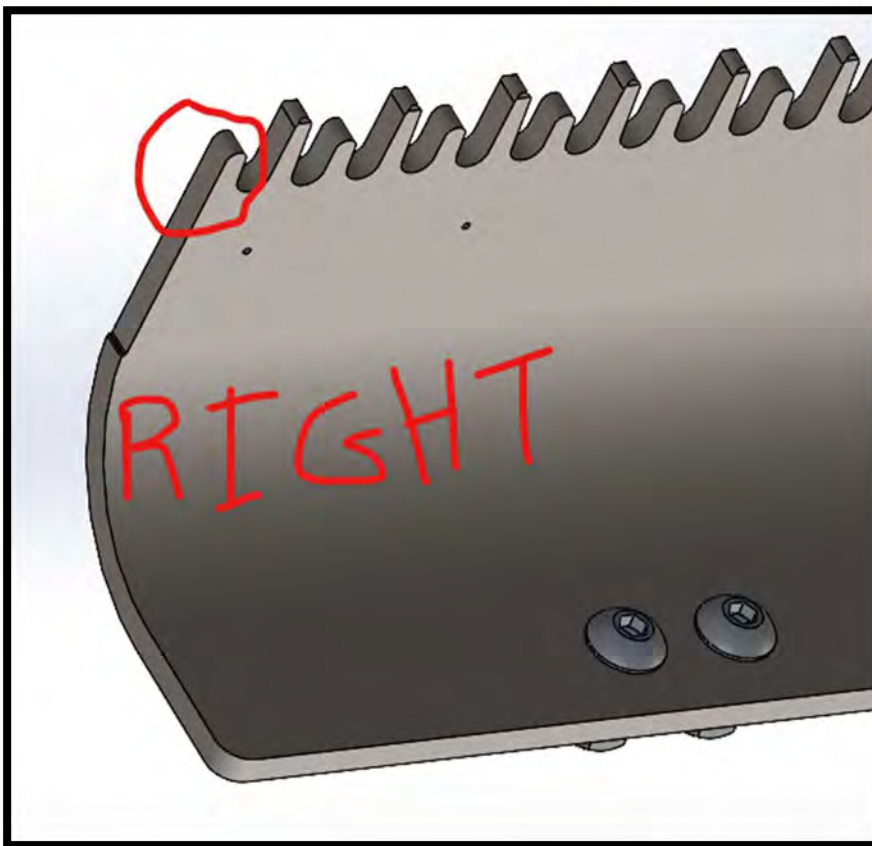
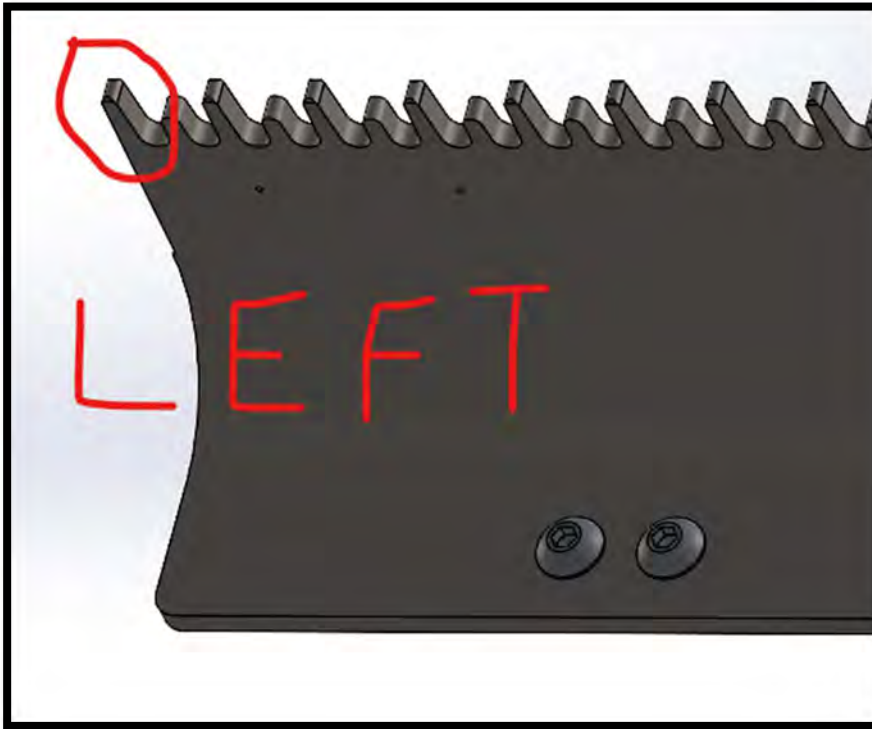


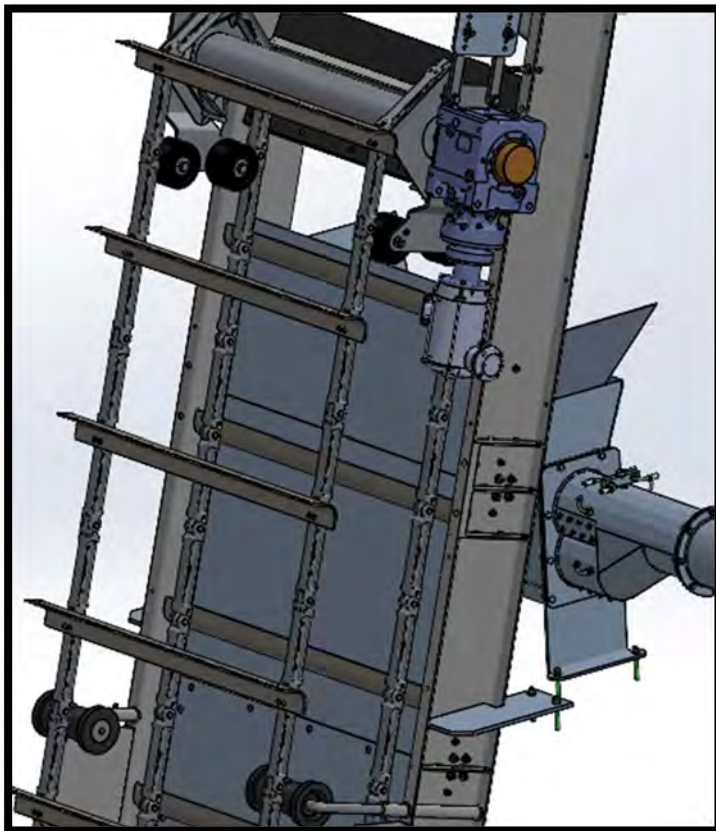
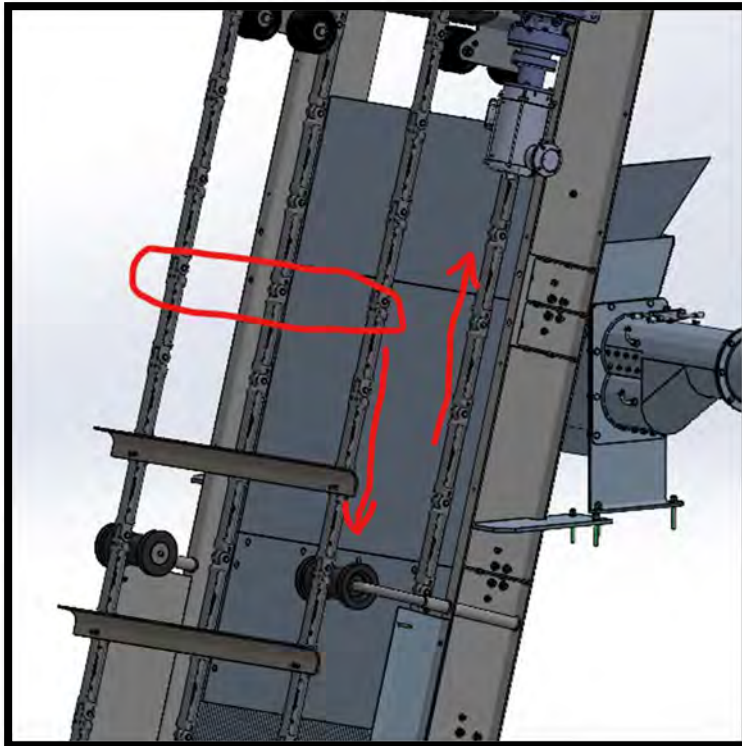
- 5.) Attach the remaining 5 links sections to the links farthest from the screen until the links are used up and attach links together at the bottom of the channel.



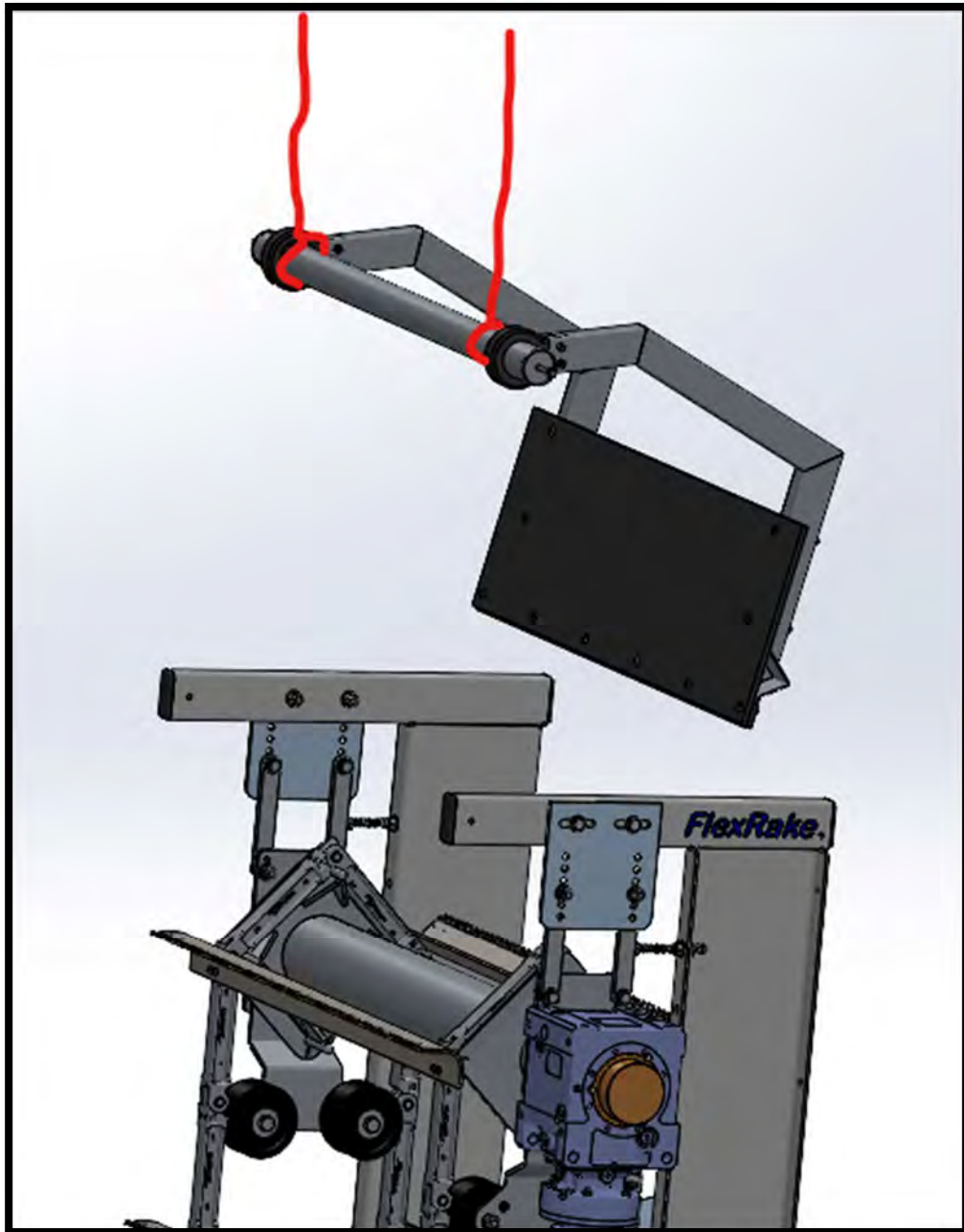


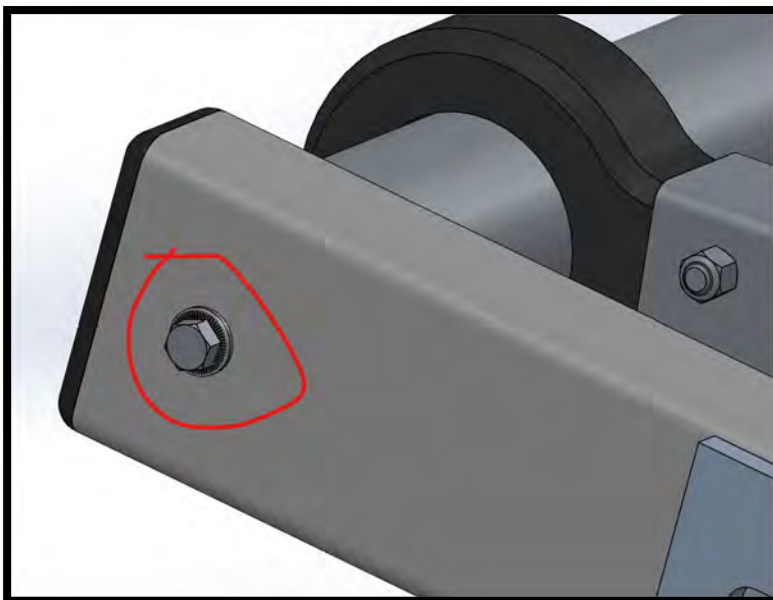
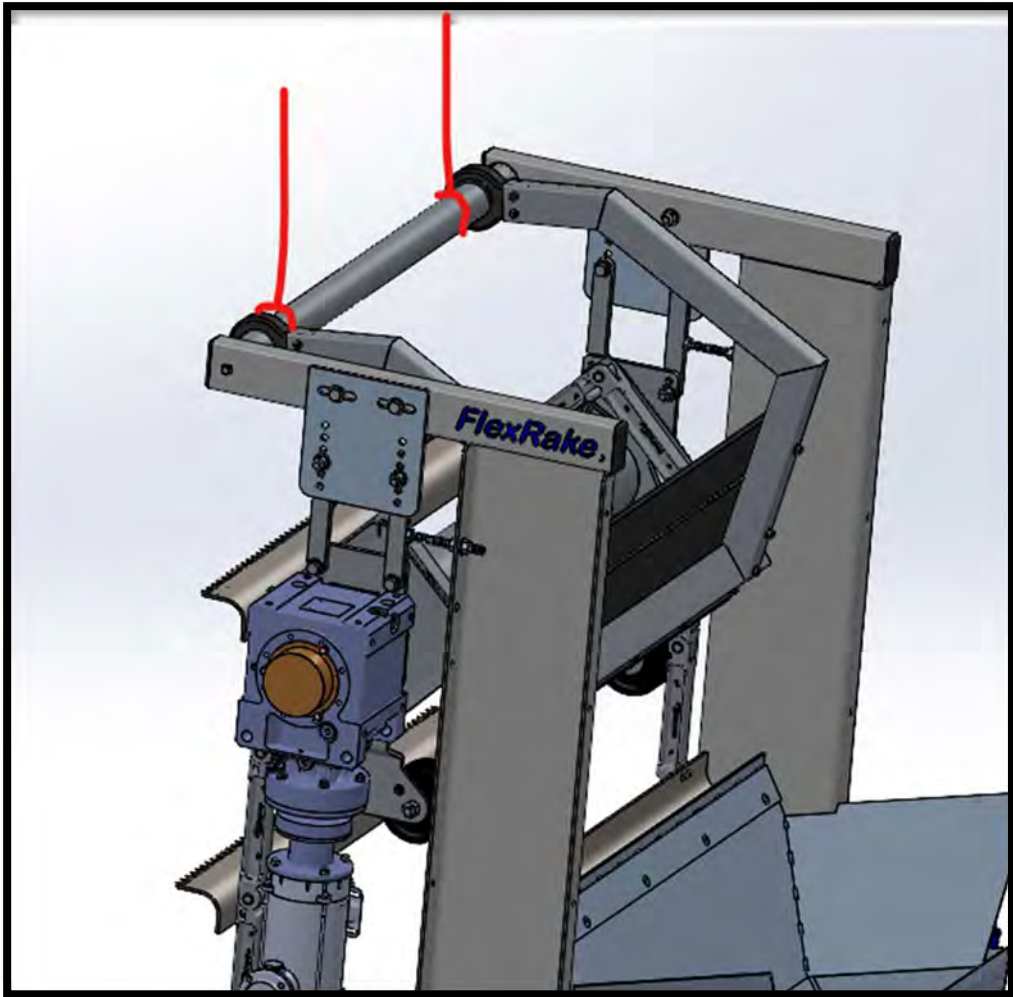
- 6.) From the deck, advance the machine forward as you attach scrapers (alternating Left and Right) on every other link. You can tell a left or right scraper by the teeth.



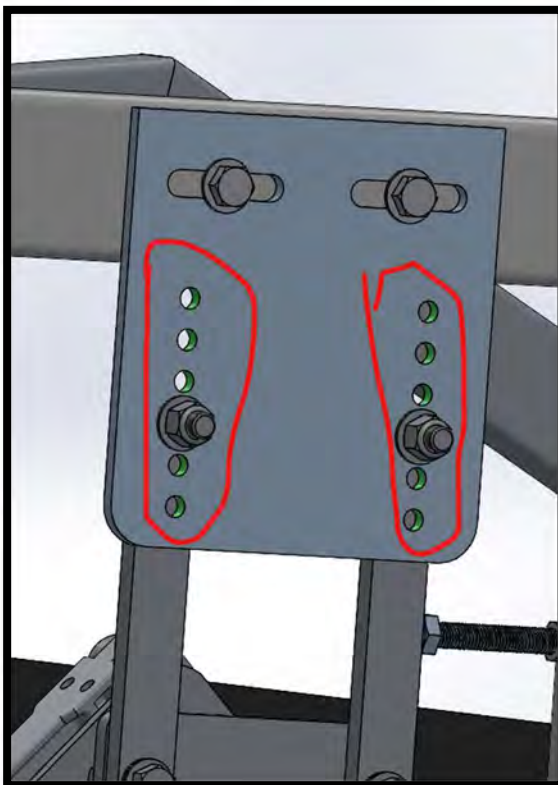
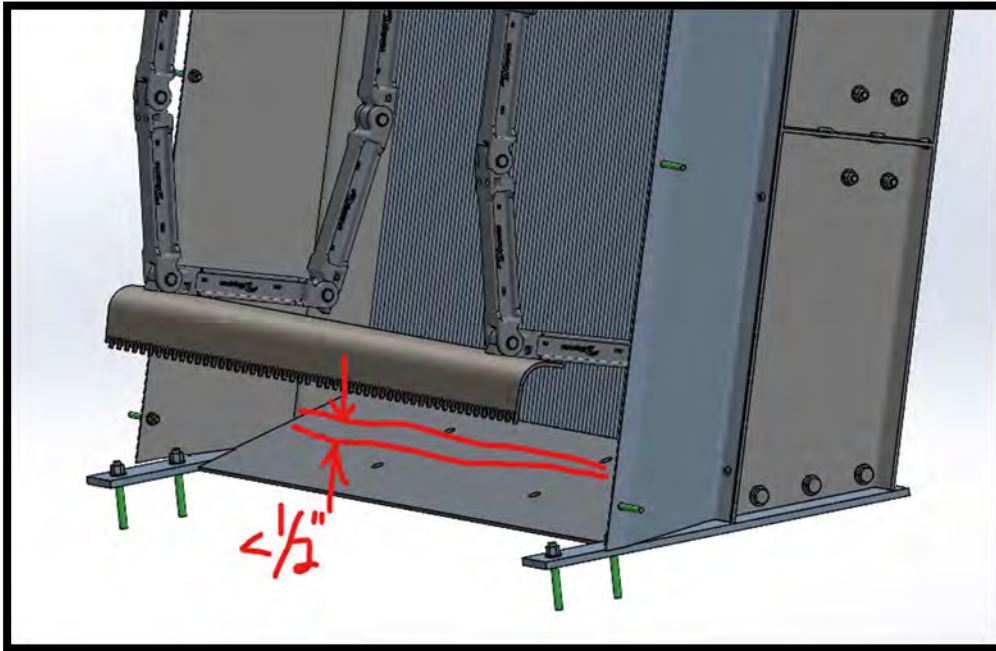


- 7.) Install Debris Blade Assembly by lowering full assembly and inserting the two bolts that are with the assembly as shown

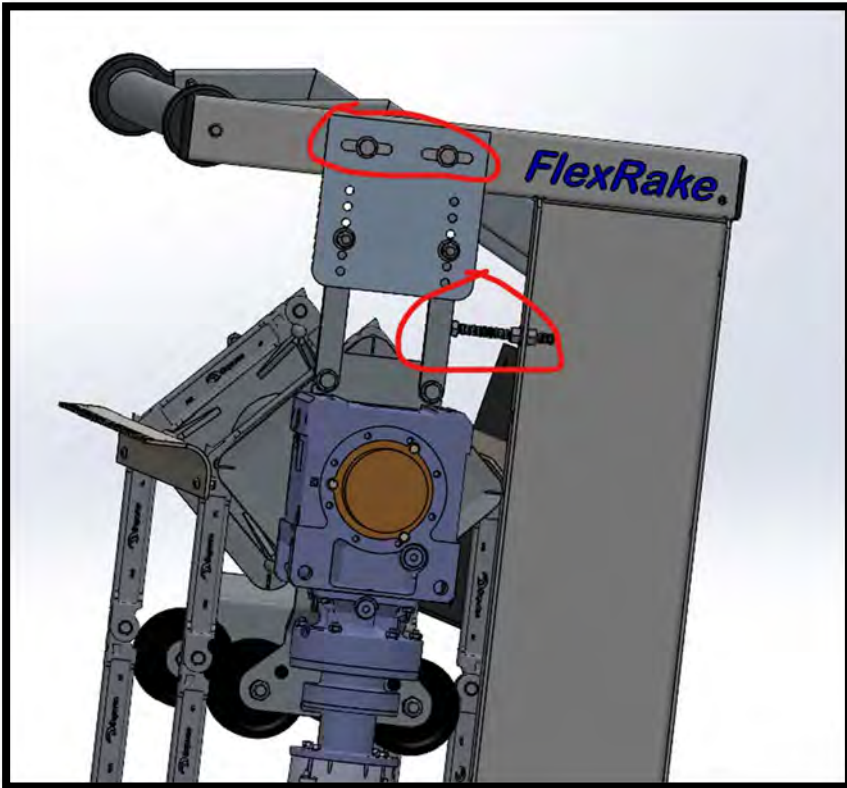
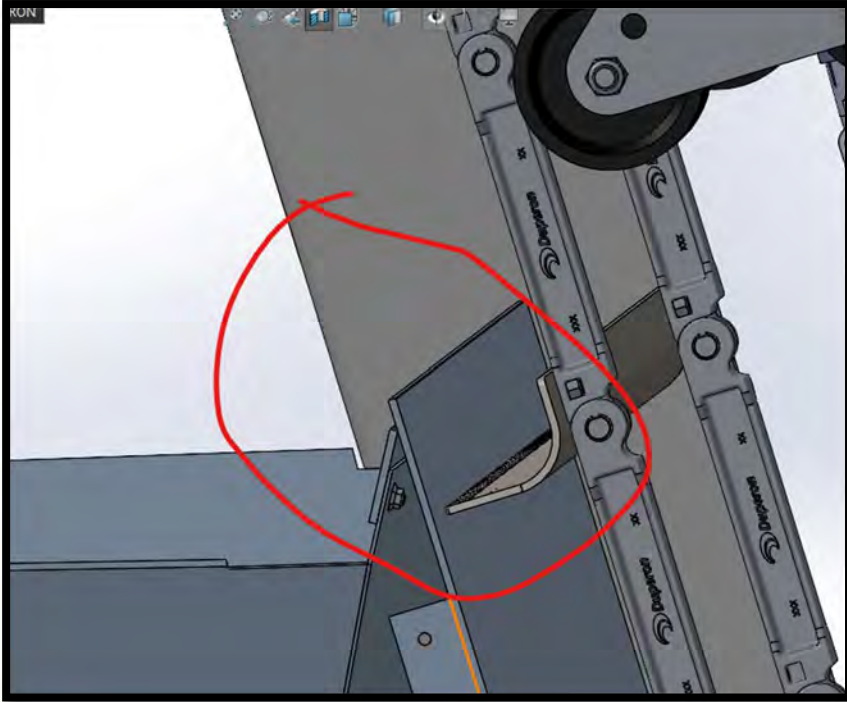




- 8.) Cycle machine while checking the base plate to ensure that scraper teeth either just kiss the base plate or have a small gap (no more than 1/2" gap) Adjust hinge bars as necessary.



- 9.) Run machine and ensure the scrapers stay on the deadplate to the top of the machine and do not drop off more than 1/4" when they reach the top. Adjust Drive head plates and stop bolt as necessary to meet this criteria.



10.) Before installing front enclosure, loosely install new motor cover on front enclosure using the existing holes

11.) Mark for new holes and to cut front enclosure to account for larger motor and motor cover

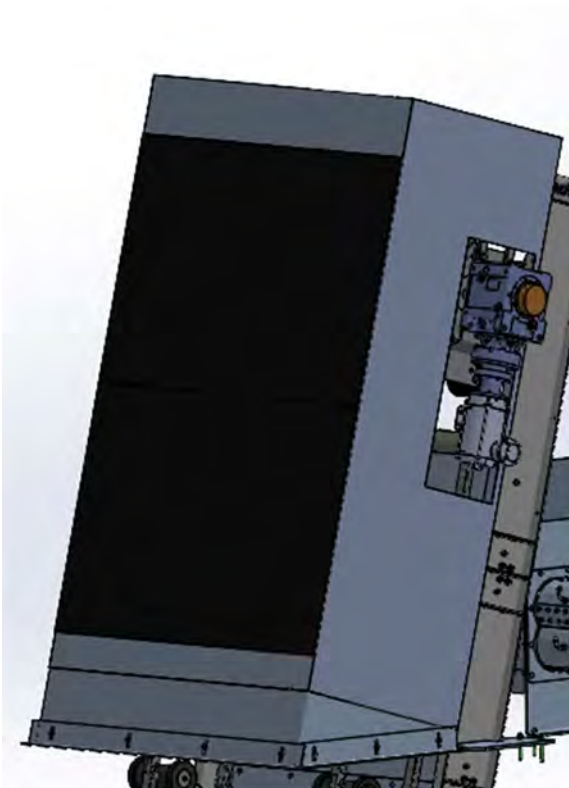


12.) Remove loosely attached motor cover

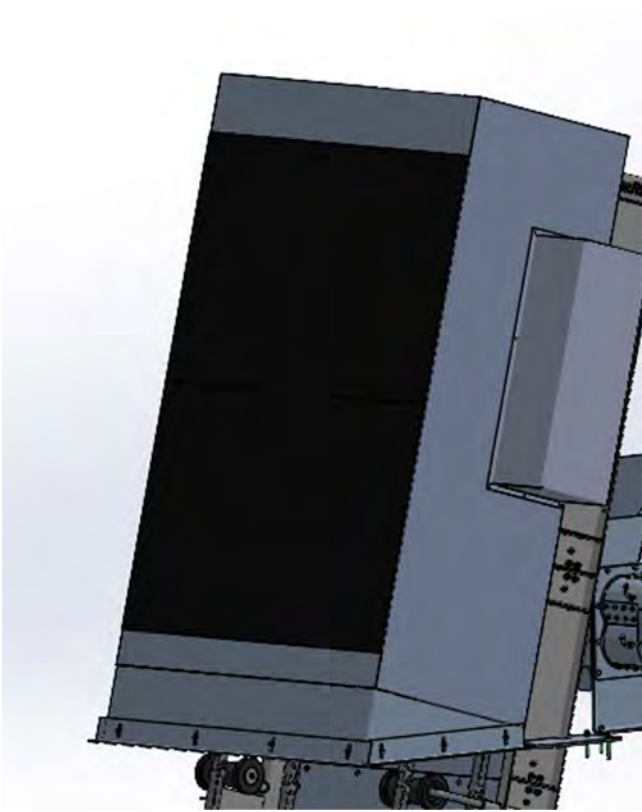
13.) Cutout front enclosure with an angle grinder.



14.) Install enclosures as they were before.



15.) Install motor cover using the existing holes.

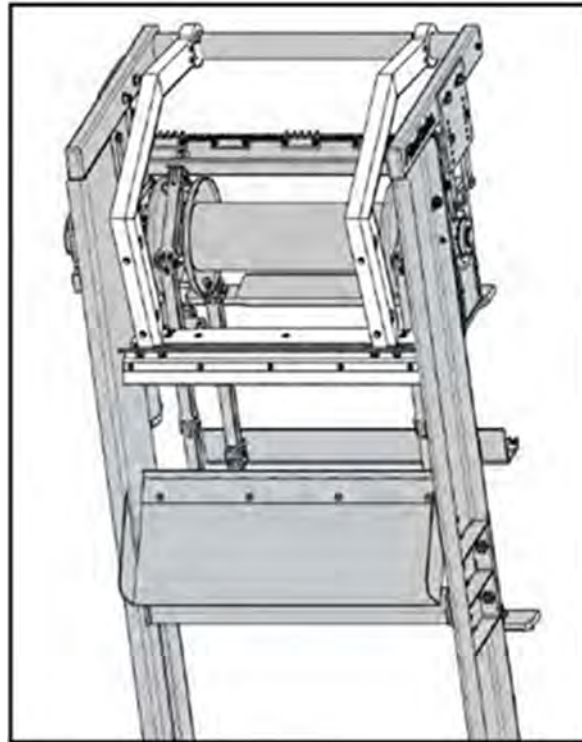


16.)Run machine



PRE-STARTUP CHECKLIST

1. If controls are provided, refer to the control's drawings and the motor wiring data provided.
2. Make certain that all containment or shipping devices have been removed.
3. Check to be certain that there are no obstructions to hinder the travel of the FlexRake®
4. Check that all Snap Rings are secure and that all bolts have been tightened. (It is not unusual to have bolts loosen during shipment.)
5. Snap Rings must only be installed with the included Snap Ring Tool. Please see "Snap Ring Installation" in this section.
6. There are no lubrication requirements because the motor and bearings are pre-lubricated (grease filled) and sealed.
7. Make sure that any wiring, especially temporary in nature, is secured with clamps or conduit to prevent a tripping hazard or so that it cannot become tangled in the raking mechanism.
8. Be certain that the debris blade has been pulled back, so it is not able to engage the scrapers' travel. If this is not done, and operation accidentally begins in reverse, it will cause damage to the unit.





STORAGE INSTRUCTIONS

Storage of the Duperon® FlexRake®

- Keep all shipping cribbing (typically found at the link system and drive head, including the debris blade) in place until installation.
- The Duperon® FlexRake® should be placed on wood blocking no more than 6 feet on center down the frame rails.
- Blocking should be level and support the entire unit evenly.
- Drive head assembly should be covered for extended storage time. All covers should be vented or include desiccant (dehumidifying) material to prevent condensation.

IMPORTANT: Take care to ensure that the Duperon® FlexRake® is not stored in a placement that is “tweaked” or twisted in any way. This could result in permanent deformation of the unit.

Storage of Enclosure

- Store out of direct sunlight (indoors where possible). If shipped in protective wrapping, storage in direct sunlight/high heat may cause condensation. If storage is outdoors, all protective wrapping should have desiccant material added to prevent condensation.

Controls

- Store controls indoors in a clean, dry, controlled environment.
- Temperature range for storage is 32° - 100° F.
- Store controls in original shipping boxes off floor (on pallets or wood blocking).

Conveyors and Compactors

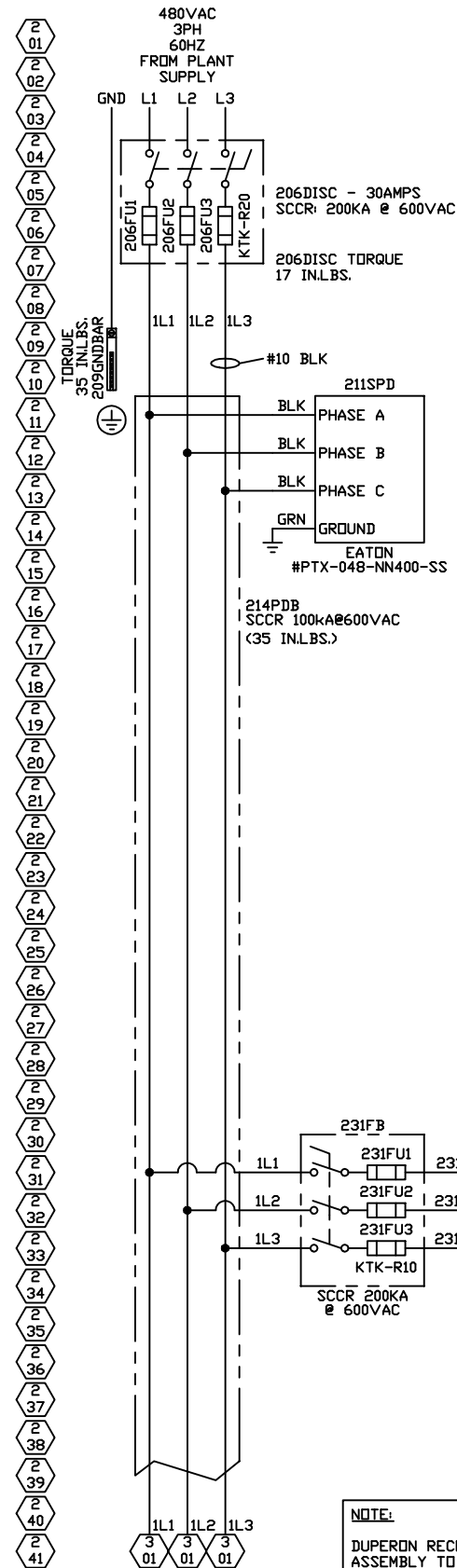
- Unit must be placed on a level surface.
- Drive/motor assembly should be covered from the elements for extended storage time. All covers should be vented or include desiccant material to prevent condensation.



CONTROL DATA



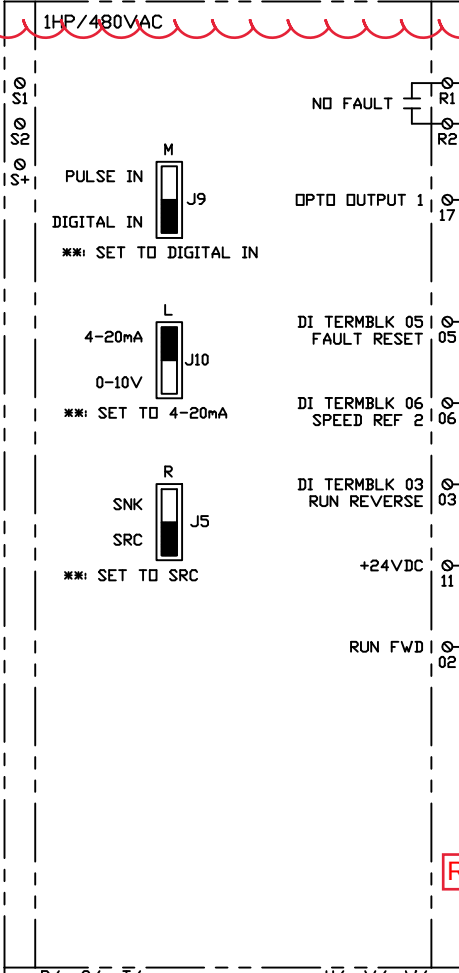
RED LINE DRAWINGS - EXISTING PANEL MODIFICATIONS



NOTE:
DUPERON RECOMMENDS A VFD RATED MOTOR CABLE ASSEMBLY TO REDUCE EMI AND TRANSIENTS. BELDEN #29502 (OR EQUAL).

INSTALL LR

205VFD
FLEXRAKE #1 MOTOR
DRIVE
AB #25B-D2P3N104
POWERFLEX 525



REMOVE JUMPER

NOTES
1. THIS PANEL MUST BE INSTALLED ACCORDING TO ALL APPLICABLE STATE AND LOCAL CODES AS PER THE LATEST REVISION OF THE NEC. THIS SHALL INCLUDE BUT NOT BE LIMITED TO ANY REQUIRED SERVICE ENTRANCE EQUIPMENT NOT INCLUDED WITH THIS CONTROL PANEL.
2. ENCLOSURE MUST BE CONNECTED TO A GOOD EARTH GROUND.

REPLACE
12VDC RELAY
WITH
24VDC RELAY

REVISIONS			
REV	DESCRIPTION	DATE	REVISED APPROVED
1	REVISED FOR FAB - NO CHANGES	9/27/13	CAM MPS
3	REVISED FOR AB - NO CHANGES	11/20/13	CAM MPS
4	REVISED FOR AI - UPDATED VFD & ADDED 231LR1	9/20/23	KA DUP

FLEXRAKE #1 VFD DRIVE PARAMETERS (CHANGES FROM DEFAULT ONLY)				
PARAMETER NUMBER	NAME/FUNCTION	DEFAULT	SET	DESCRIPTION
HIM001	STARTUP DISPLAY	0	1	PROCESS DISPLAY
P33	MOTOR DL. CURRENT	00	1.5	MOTOR FLA
P41	ACCEL TIME	20	10	10=10 SECONDS
P42	DECEL TIME	20	10	10=10 SECONDS
P43	MIN FREQ	00	15.0	15.0=15 HZ MINIMUM
P45	STOP MODE	0	4	RAMP TO STOP
P46	START SOURCE	00	2	DIG IN TERM BLK
P47	SPEED REFERENCE	0	7	PRESET FREQ 0
P49	SPEED REFERENCE 2	5	7	PRESET FREQ 2
T63	TB 3 INPUT FUNC	0	10	10=JOG REVERSE
T65	TB 5 INPUT FUNC	4	13	13=CLEAR FAULT
T66	TERM BLK 6	0	7	7=SPEED REF 2
A410	PRESET FREQ 0	0	15	15=15Hz
A412	PRESET FREQ 2	10	60	60=60Hz
A543	AUTO RESTART	0	1	1=ENABLED

AS INSTALLED

DUPERON
Saginaw, Michigan 48607
TF 800.383.8479

**NACOGDOCHES, TX
WWTP**

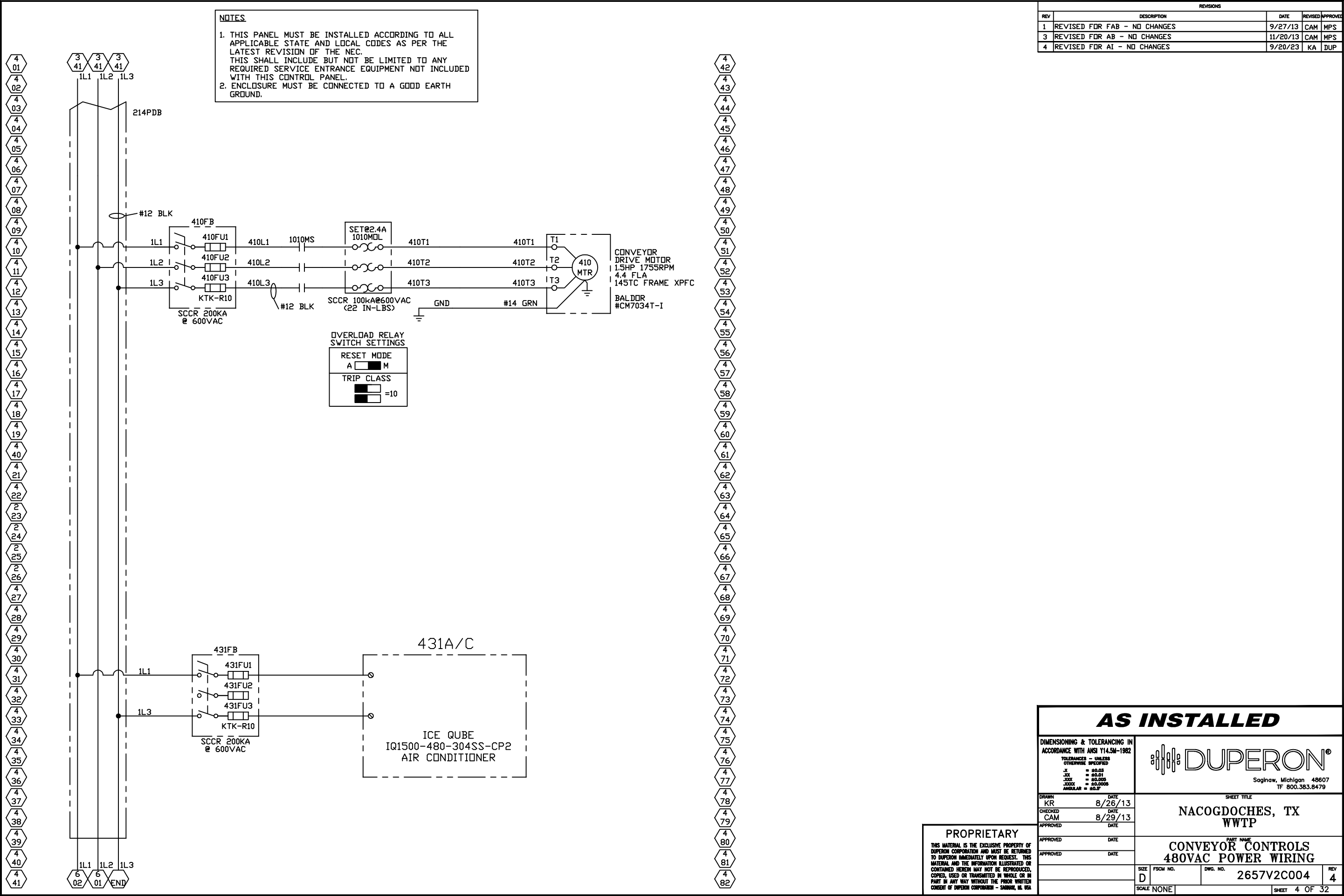
**HIGH VOLTAGE AC WIRING
FLEXRAKE #1**

2657V2C002

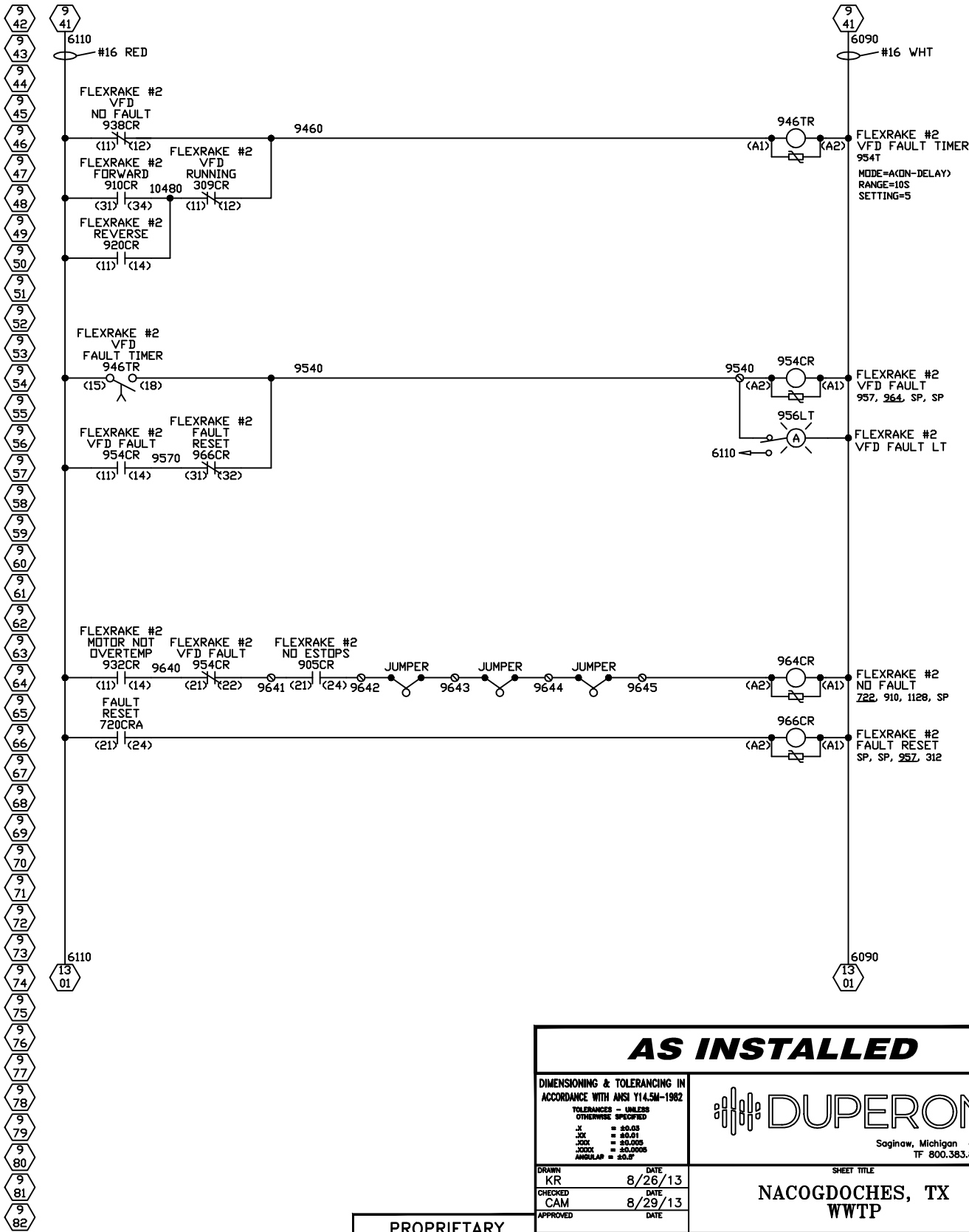
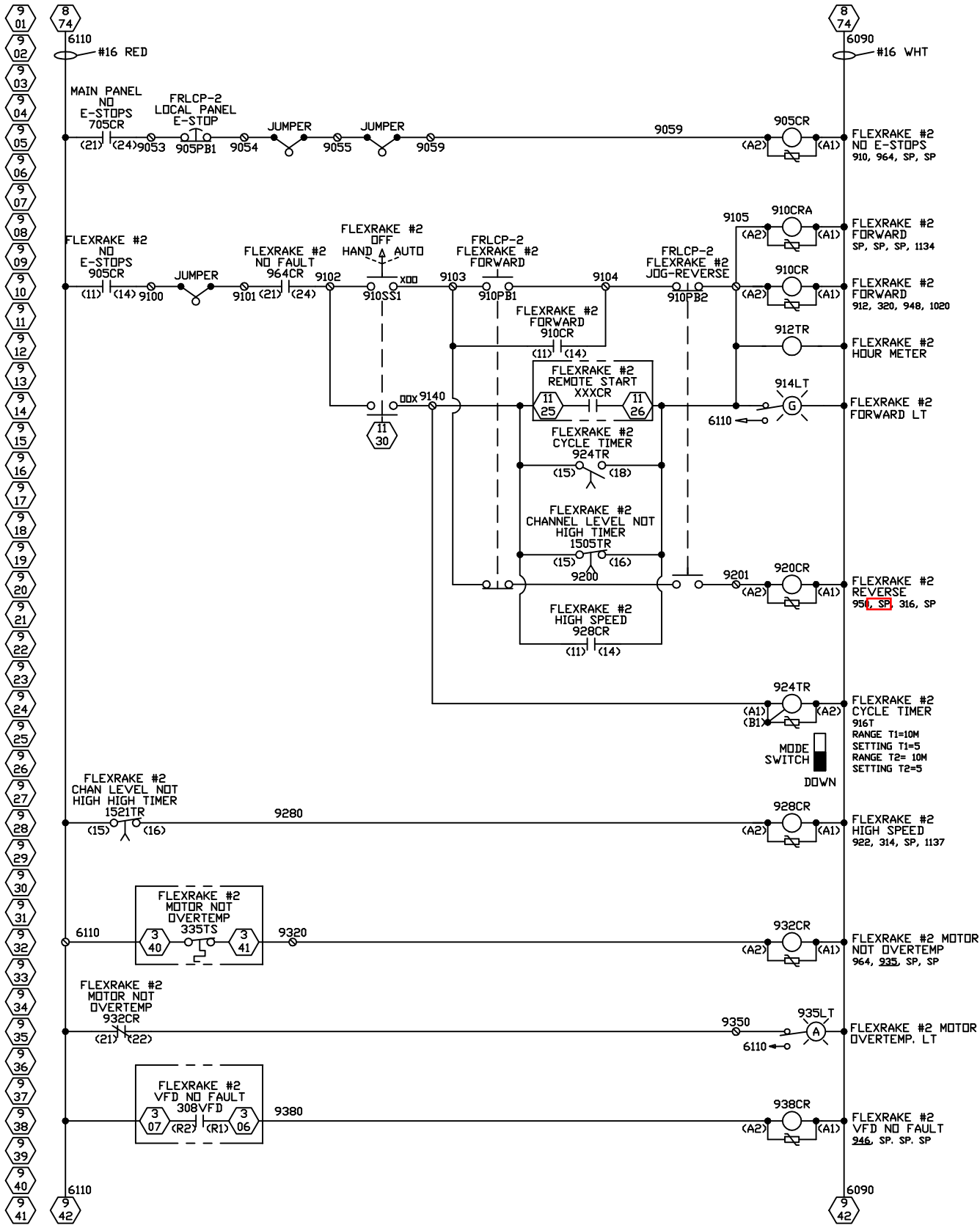
4

2 OF 32

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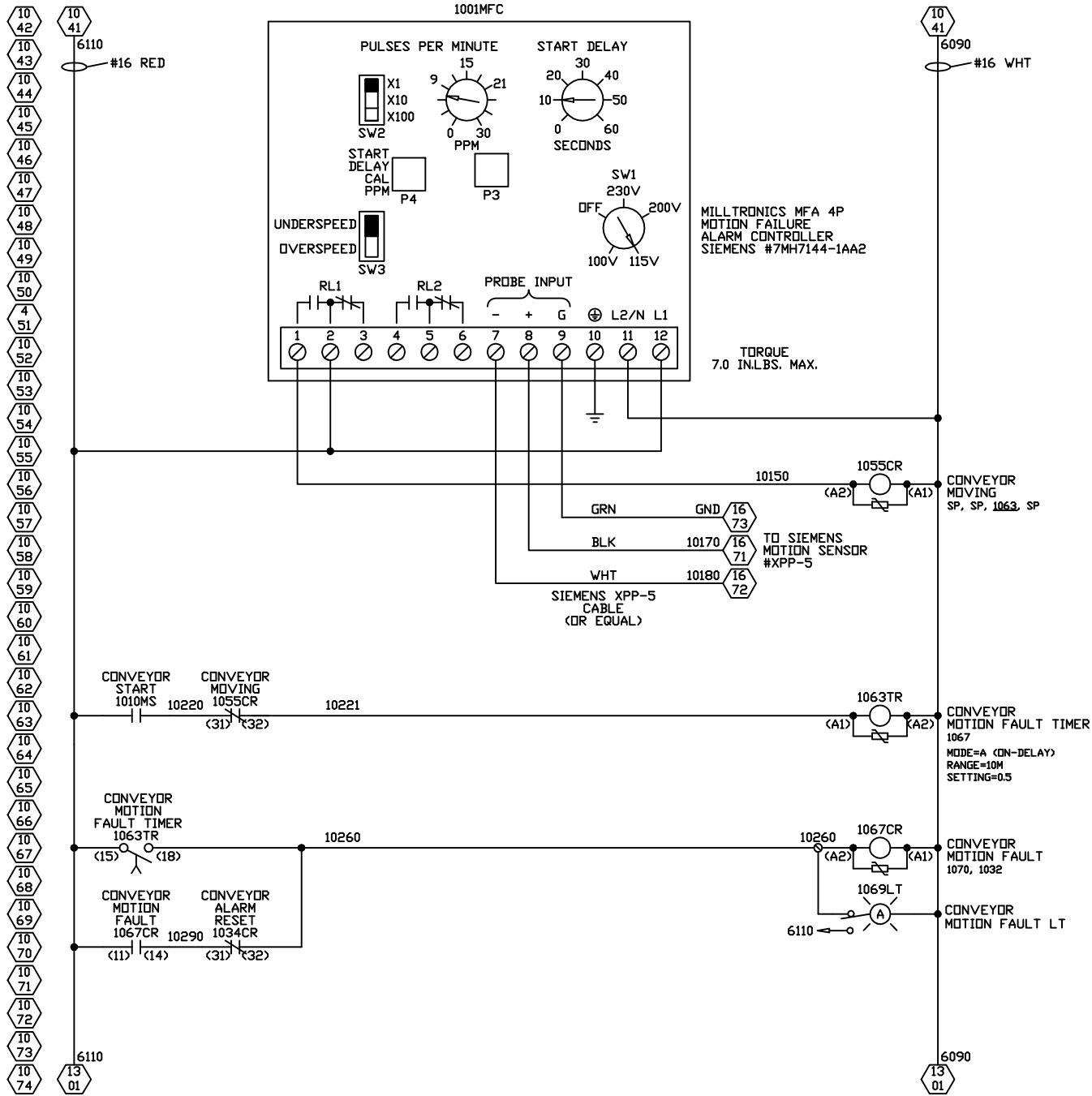
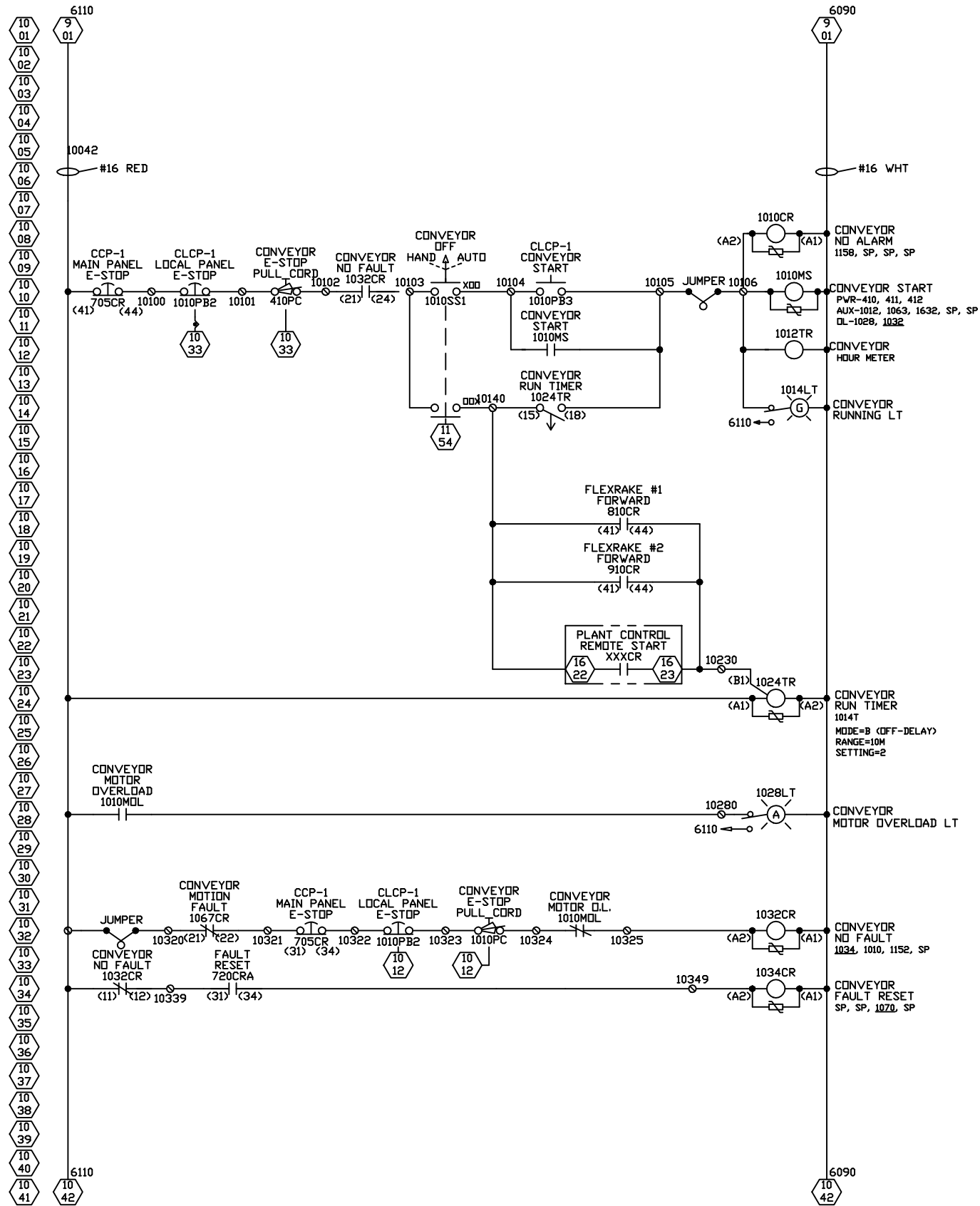
REVISIONS			
REV	DESCRIPTION	DATE	REVISED APPROVED
1	REVISED FOR FAB - NO CHANGES	9/27/13	CAM MPS
3	REVISED FOR AB - NO CHANGES	11/20/13	CAM MPS
4	REVISED FOR AI - UPDATED CONTACTS	9/20/23	KA DUP



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CONSENT OF DUPERON CORPORATION - SAGINAW, MI, USA

AS INSTALLED			
DIMENSIONING & TOLERANCING IN ACCORDANCE WITH ANSI Y14.5M-1982		SHEET TITLE	
TOLERANCES - UNLESS OTHERWISE SPECIFIED		NACOGDOCHES, TX WWTP	
X = .005 XX = .01 XXX = .015 XXX = .015 ANGULAR = .01		PART NAME	
DRAWN DATE KR 8/26/13		120VAC CONTROL WIRING FLEXRAKE #2	
CHECKED DATE CAM 8/29/13		SIZE FSCM NO. DWG. NO. 2657V2C009	
APPROVED DATE		SCALE NONE	
APPROVED DATE		SHEET 9 OF 32	

REVISIONS			
REV	DESCRIPTION	DATE	REVISED APPROVED
1	REVISED FOR FAB - NO CHANGES	9/27/13	CAM MPS
3	REVISED FOR AB - CHANGED 1010PB1 TO 705CR	11/20/13	CAM MPS
4	REVISED FOR AI - NO CHANGES	9/20/23	KA DUP



AS INSTALLED

DUPERON
Saginaw, Michigan 48607
TF 800.383.8479

CONVEYOR CONTROLS
120VAC CONTROL WIRING

PROPRIETARY
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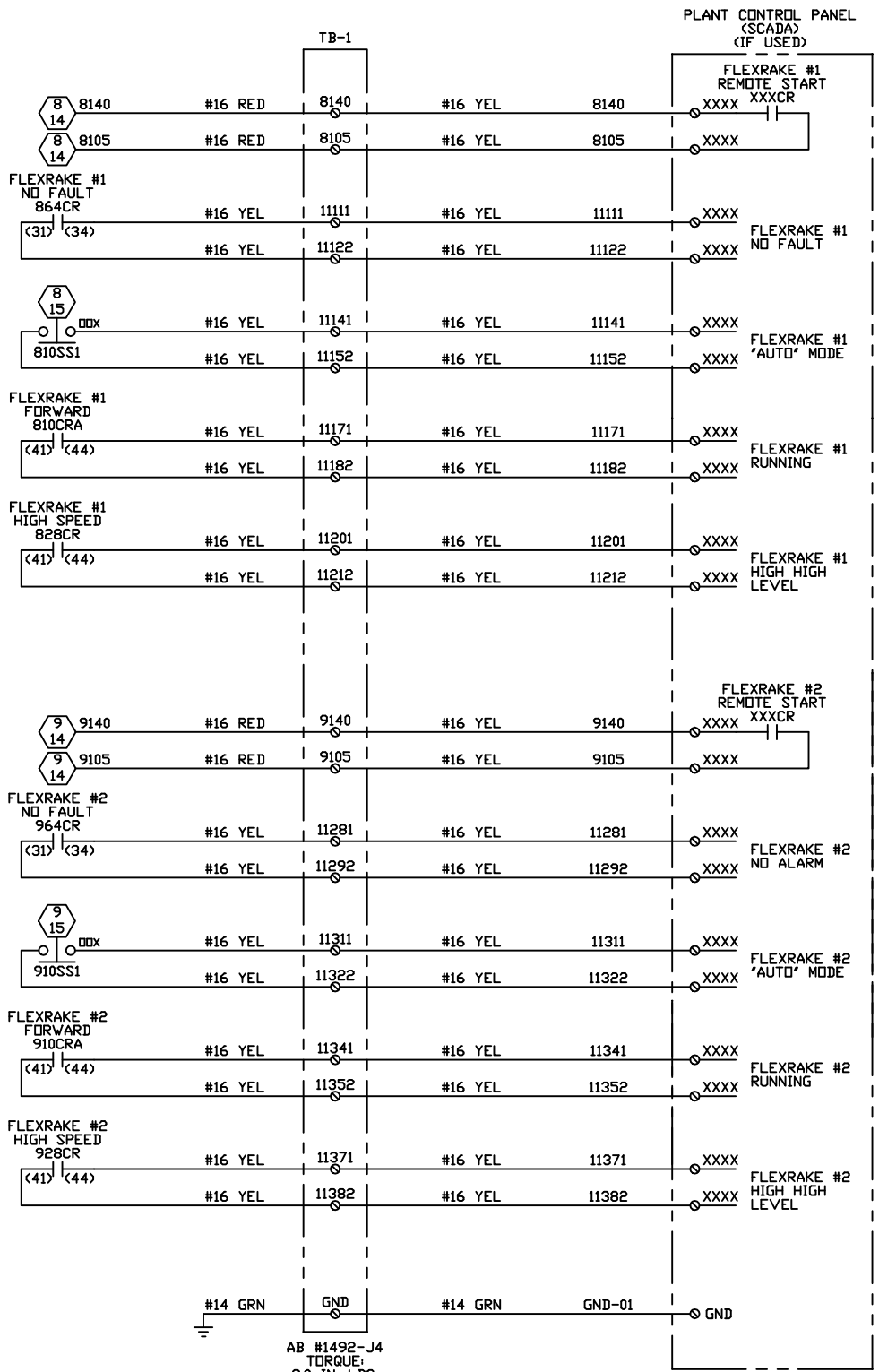
DATE	8/26/13
DATE	8/29/13
DATE	
DATE	
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DATE	

SIZE	D	FSQM NO.		DWG. NO.	2657V2C010	REV	4
SCALE	NONE					SHEET	10 OF 32

REVISIONS			
REV	DESCRIPTION	DATE	REVISED APPROVED
1	REVISED FOR FAB - NO CHANGES	9/27/13	CAM MPS
3	REVISED FOR AB - NO CHANGES	11/20/13	CAM MPS
4	REVISED FOR AI - NO CHANGES	9/20/23	KA DUP

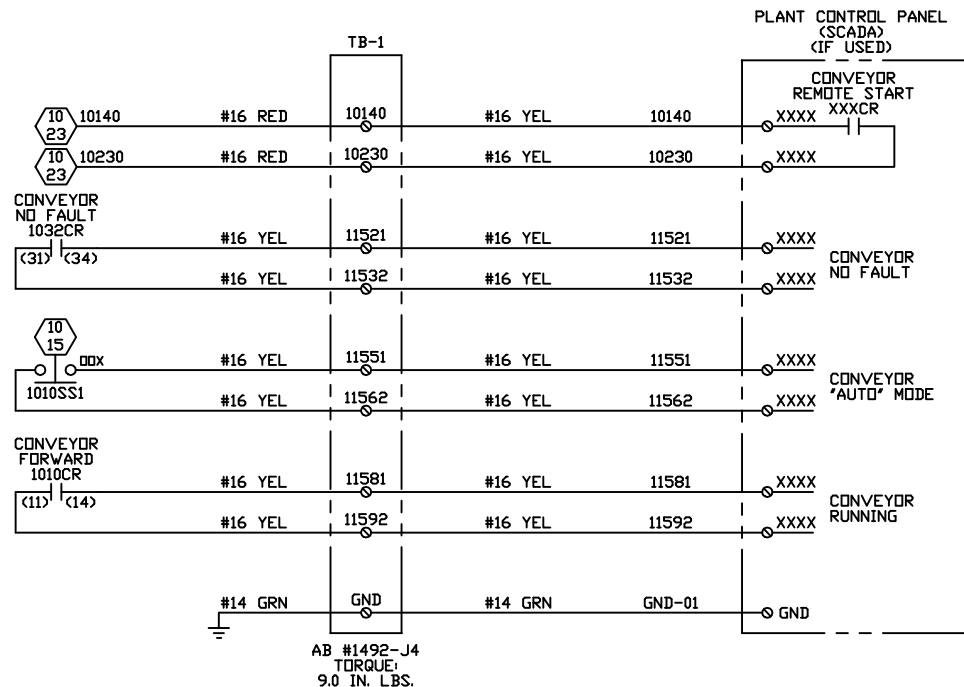
FRMCP-1
FLEXRAKE
CONTROL PANEL

FLEXRAKE #1
FIELD WIRING



CCP-1
CONVEYOR MAIN
CONTROL PANEL

CONVEYOR
FIELD WIRING



AS INSTALLED

DIMENSIONING & TOLERANCING IN ACCORDANCE WITH ANSI Y14.5M-1982		SHEET TITLE	
TOLERANCES - UNLESS OTHERWISE SPECIFIED		NACOGDOCHES, TX WWTP	
X = ±0.03		PART NAME	
XX = ±0.01		FIELD/INTERLOCK WIRING	
XXX = ±0.005		SCADA INTERLOCKS	
ANGULAR = ±0.0°		SIZE FSCM NO. DWS. NO. 2657V2C011	
DRAWN DATE 8/26/13		REV 4	
CHECKED DATE 8/29/13		SCALE NONE	
APPROVED DATE		SHEET 11 OF 32	
APPROVED DATE			

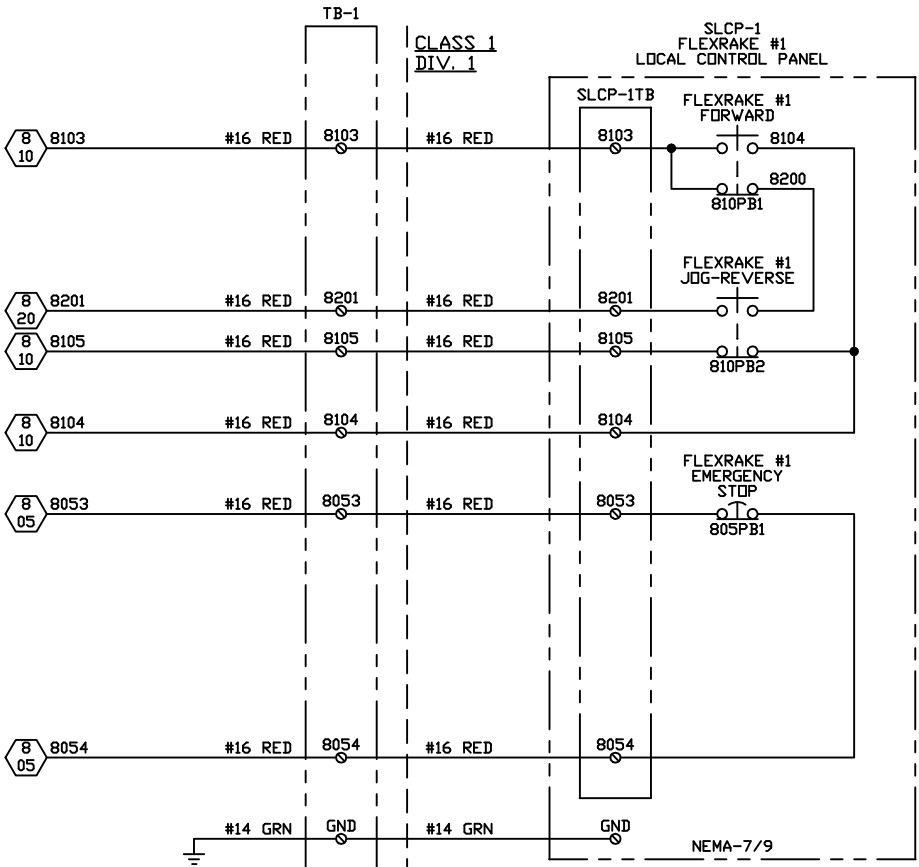
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REVISIONS				
REV	DESCRIPTION	DATE	REVISED	APPROVED
1	REVISED FOR FAB - NO CHANGES	9/27/13	CAM	MPS
3	REVISED FOR AB - NO CHANGES	11/20/13	CAM	MPS
4	REVISED FOR AI - NO CHANGES	9/20/23	KA	DUP

FRMCP-1
FLEXRAKE
CONTROL PANEL

FLEXRAKE #1
FIELD WIRING

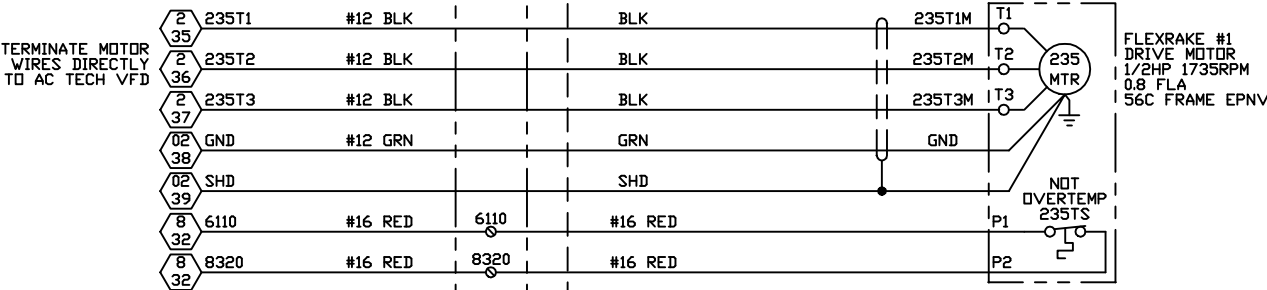


AB #1492-J4
TORQUE:
9.0 IN. LBS.

FRMCP-1
FLEXRAKE
CONTROL PANEL

FLEXRAKE #1
FIELD WIRING

NOTE:
DUPERON RECOMMENDS A VFD RATED MOTOR CABLE
ASSEMBLY TO REDUCE EMI AND TRANSIENTS.
BELDEN #29502 (OR EQUAL).



AS INSTALLED

DIMENSIONING & TOLERANCING IN
ACCORDANCE WITH ANSI Y14.5M-1982
TOLERANCES - UNLESS
OTHERWISE SPECIFIED
X = ±0.03
XX = ±0.01
XXX = ±0.005
ANGULAR = ±0.1°

DUPERON®
Saginaw, Michigan 48607
TF 800.383.8479

DRAWN DATE
KR 8/26/13
CHECKED DATE
CAM 8/29/13
APPROVED DATE

SHEET TITLE
**NACOGDOCHES, TX
WWTP**

APPROVED DATE
APPROVED DATE

PART NAME
**FIELD/INTERLOCK WIRING
FLEXRAKE #1 CONTROL**

SIZE
D
SCALE NONE

FWM NO. DWG. NO. 2657V2C012

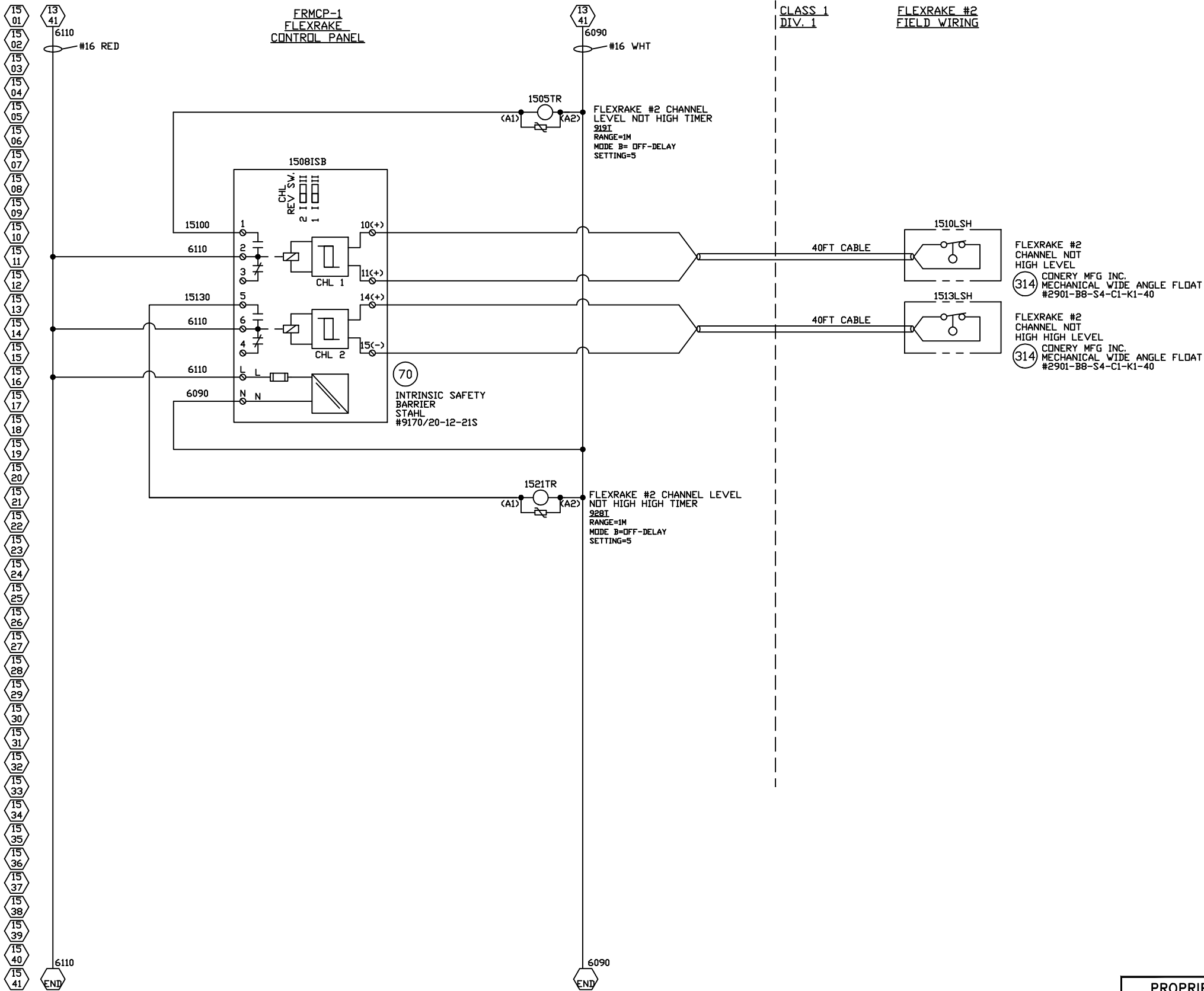
REV 4

SHEET 12 OF 32

PROPRIETARY

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REVISIONS			
REV	DESCRIPTION	DATE	REVISED APPROVED
1	REVISED FOR FAB - NO CHANGES	9/27/13	CAM MPS
3	REVISED FOR AB - NO CHANGES	11/20/13	CAM MPS
4	REVISED FOR AI - NO CHANGES	9/20/23	KA DUP



AS INSTALLED

DIMENSIONING & TOLERANCING IN ACCORDANCE WITH ANSI Y14.5M-1982
TOLERANCES - UNLESS OTHERWISE SPECIFIED
X = ±0.03
XX = ±0.01
XXX = ±0.005
ANGULAR = ±0.1°

DUPERON®
Saginaw, Michigan 48607
TF 800.383.8479

DRAWN	DATE
KR	8/26/13
CHECKED	DATE
CAM	8/29/13
APPROVED	DATE
APPROVED	DATE
APPROVED	DATE

SHEET TITLE	
NACOGDOCHES, TX WWTP	
PART NAME	
FIELD/INTERLOCK WIRING FLEXRAKE #2 CONTROL	
SIZE	FSQM NO.
D	
SCALE	NONE
DWG. NO.	REV
2657V2C015	4
SHEET 15 OF 32	

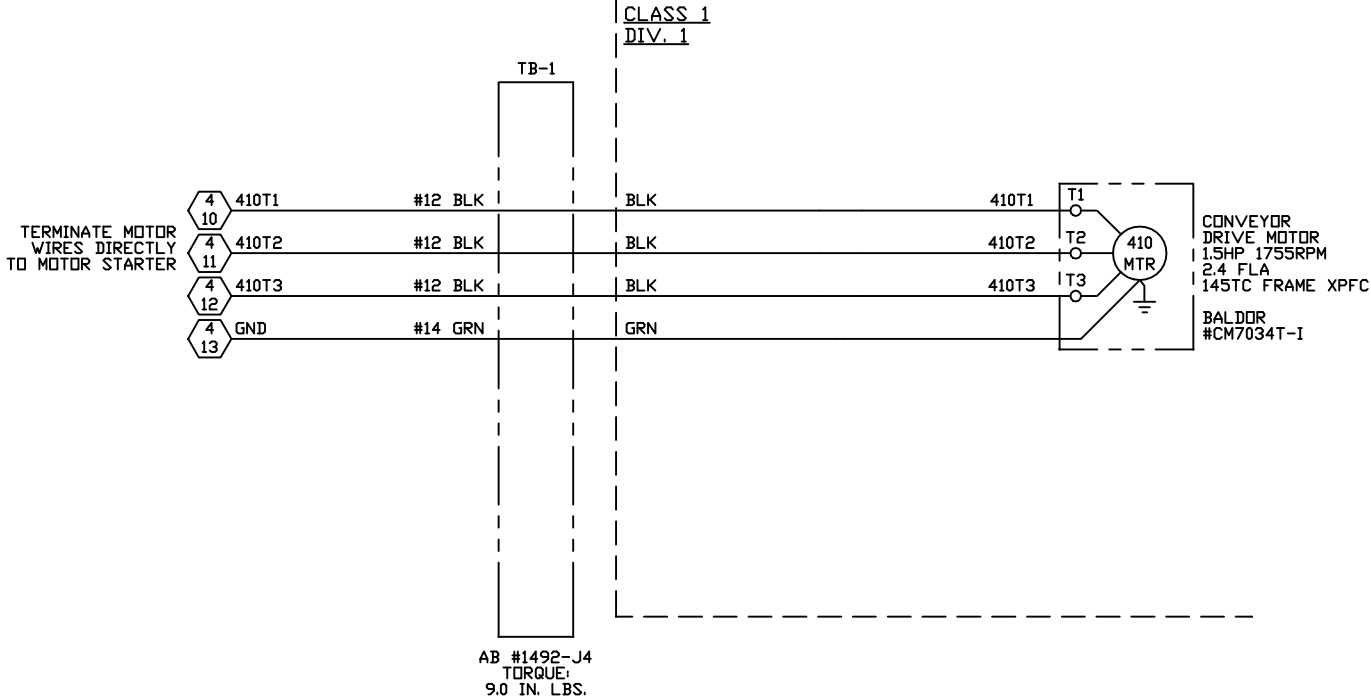
PROPRIETARY
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CCP-1
CONVEYOR MAIN
CONTROL PANEL

CONVEYOR
FIELD WIRING

CLASS 1
DIV. 1

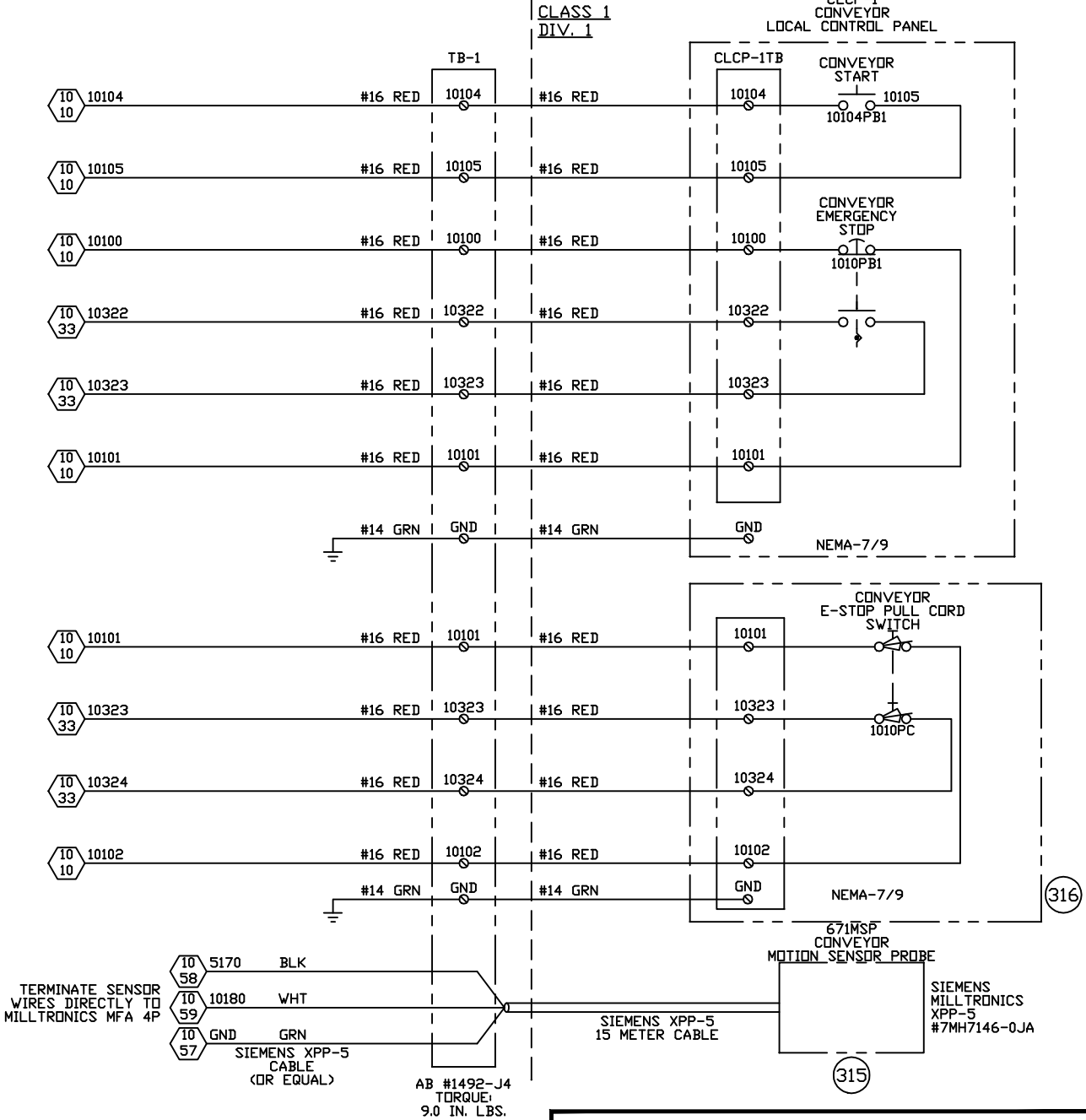


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CCP-1
CONVEYOR MAIN
CONTROL PANEL

C-401
CONVEYOR
FIELD WIRING

CLASS 1
DIV. 1



AS INSTALLED

DIMENSIONING & TOLERANCING IN
ACCORDANCE WITH ANSI Y14.5M-1982

TOLERANCES - UNLESS
OTHERWISE SPECIFIED

X = ±0.03
XX = ±0.01
XXX = ±0.005
ANGULAR = ±0.1°

DUPERON®

Saginaw, Michigan 48607
TF 800.383.8479

DRAWN DATE 8/26/13
CHECKED DATE 8/29/13
APPROVED DATE

SHEET TITLE
**NACOGDOCHES, TX
WWTP**

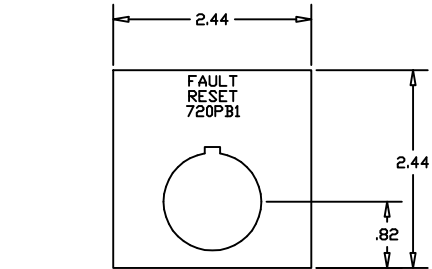
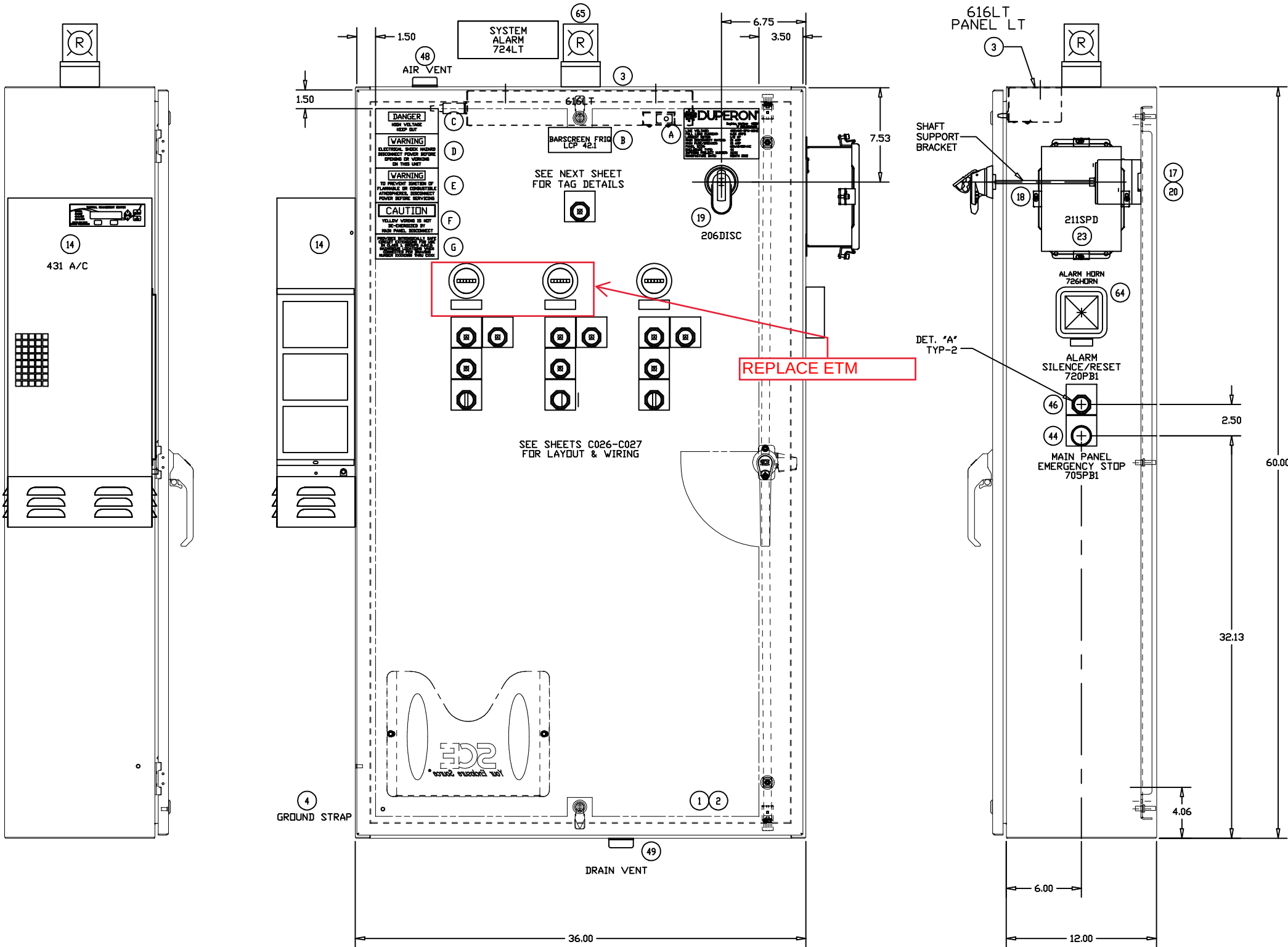
PART NAME
**CONVEYOR CONTROLS
CONVEYOR FIELD WIRING**

SIZE D FSCM NO. DWS. NO. 2657V2C016 REV 4
SCALE NONE SHEET 16 OF 32

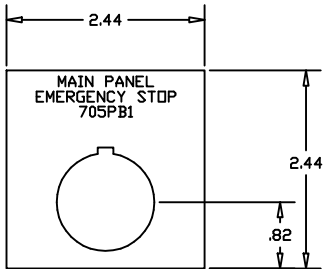
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CONSENT OF DUPERON CORPORATION - SAGINAW, MI, USA

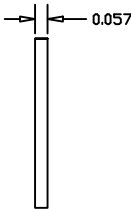
REVISIONS			
REV	DESCRIPTION	DATE	REVISED APPROVED
1	REVISED FOR FAB - NO CHANGES	9/27/13	CAM MPS
3	REVISED FOR AB - NO CHANGES	11/20/13	CAM MPS
4	REVISED FOR AI - NO CHANGES	9/20/23	KA DUP



30.5mm FAULT RESET ID TAG
WHITE W/ .125" BLACK LETTERS



30.5mm E-STOP ID TAG
YELLOW W/ .125" BLACK LETTERS



TAG DEPTH (TYPICAL)
0.62" WITH 3M 467200MP
ADHESIVE

MAIN ENCLOSURE V/DOOR HARDWARE
NEMA-4X 304 S.S.
SCE #SCE-60EL3612SSLPPL
60.00"H X 36.00"W X 12.00"D

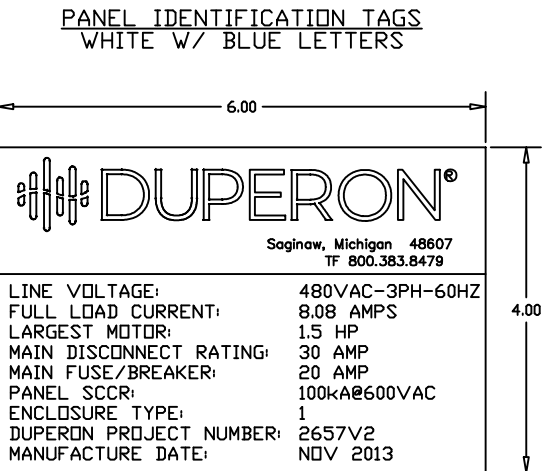
SUBPLATE
SCE #SCE-60P36
57.00"H X 33.00"W X 0.88"D

PROPRIETARY

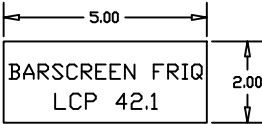
THIS MATERIAL IS THE EXCLUSIVE PROPERTY OF DUPERON CORPORATION AND MUST BE RETURNED TO DUPERON IMMEDIATELY UPON REQUEST. THIS MATERIAL AND THE INFORMATION ILLUSTRATED OR CONTAINED HEREIN MAY NOT BE REPRODUCED, COPIED, USED OR TRANSMITTED IN WHOLE OR IN PART IN ANY WAY WITHOUT THE PRIOR WRITTEN CONSENT OF DUPERON CORPORATION - SAGINAW, MI, USA

AS INSTALLED			
DIMENSIONING & TOLERANCING IN ACCORDANCE WITH ANSI Y14.5M-1982 TOLERANCES - UNLESS OTHERWISE SPECIFIED .X = ±0.03 .XX = ±0.01 .XXX = ±0.005 .XXXX = ±0.0005 ANGULAR = ±0.1°		Saginaw, Michigan 48607 TF 800.383.8479	
DRAWN	DATE	SHEET TITLE	
KR	8/26/13	NACOGDOCHES, TX WWTP	
CHECKED	DATE	PART NAME	
CAM	8/29/13	MAIN ENCLOSURE LAYOUT	
APPROVED	DATE	FRONT & SIDE VIEWS	
APPROVED	DATE	SIZE	REV
		D	4
		SCALE	SHEET
		NONE	20 OF 32

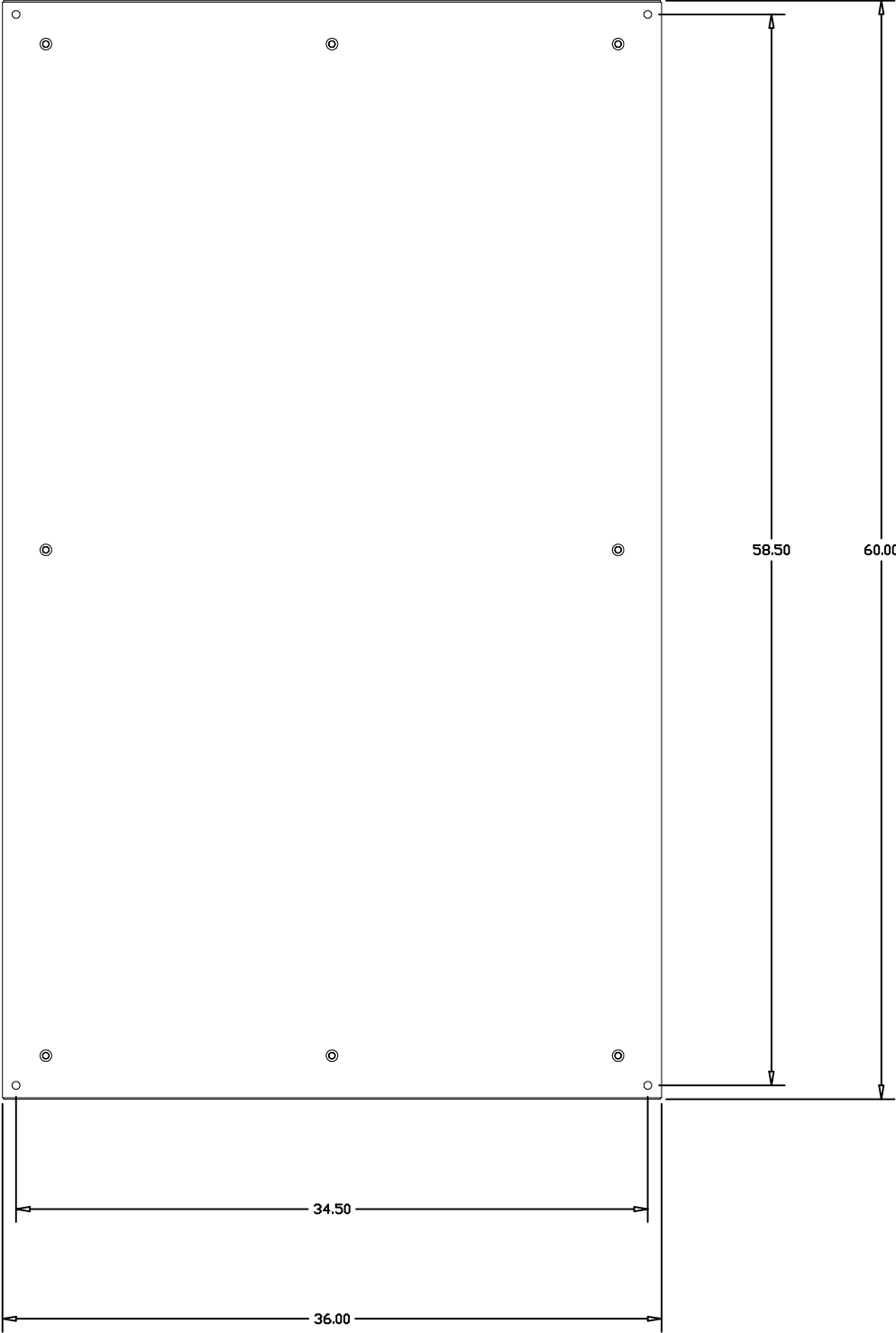
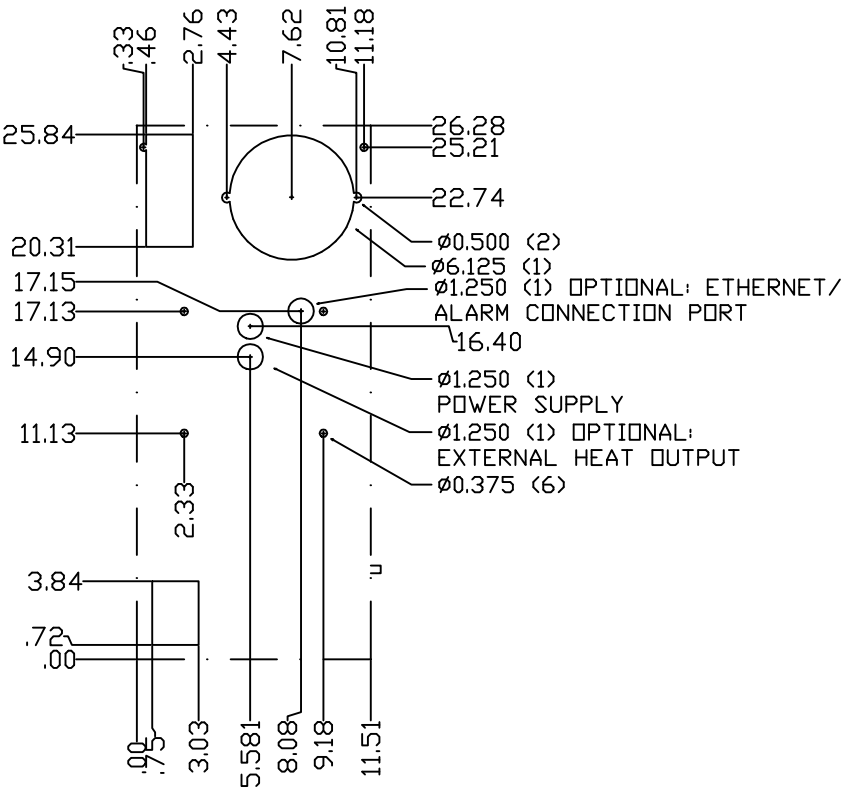
REVISIONS			
REV	DESCRIPTION	DATE	REVISED APPROVED
1	REVISED FOR FAB - NO CHANGES	9/27/13	CAM MPS
3	REVISED FOR AB - UPDATED UL TAG	11/20/13	CAM MPS
4	REVISED FOR AI - UPDATED MAIN & PANEL TAGS	9/20/23	KA DUP



PANEL IDENTIFICATION TAGS
WHITE W/ BLACK LETTERS

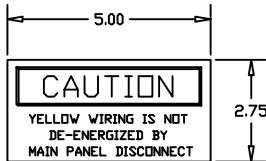


IQ1200VS
IQ1500VS
IQ1800VS
480-400VAC
CUTOUT DRAWING

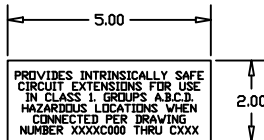


MAIN ENCLOSURE W/DOOR HARDWARE
NEMA-4X 304 S.S.
SCE #SCE-60EL3612SSLPL
60.00"H X 36.00"W X 12.00"D

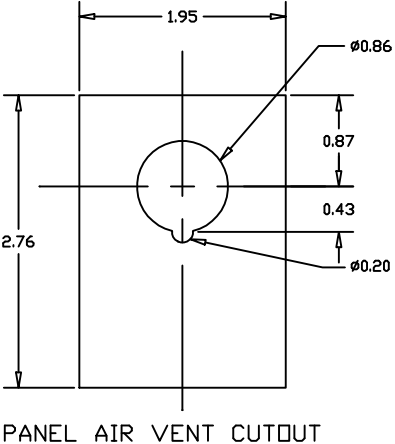
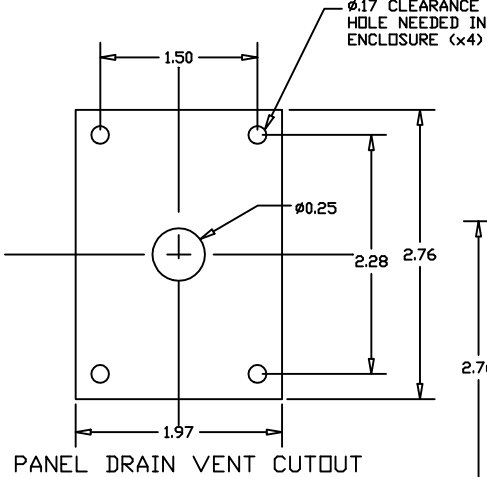
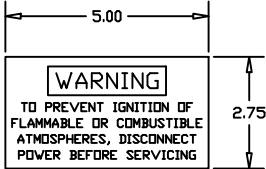
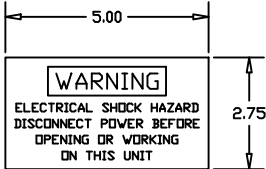
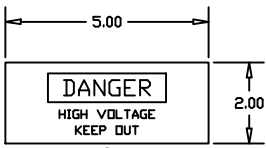
PANEL WARNING TAGS
YELLOW W/ BLACK LETTERS



PANEL WARNING TAGS
WHITE W/ BLACK LETTERS



PANEL WARNING TAGS
RED W/ WHITE LETTERS



AS INSTALLED

DIMENSIONING & TOLERANCING IN
ACCORDANCE WITH ANSI Y14.5M-1982

TOLERANCES - UNLESS
OTHERWISE SPECIFIED

X = ±0.03
XX = ±0.01
XXX = ±0.005
XXXX = ±0.0005
ANGULAR = ±0.1°



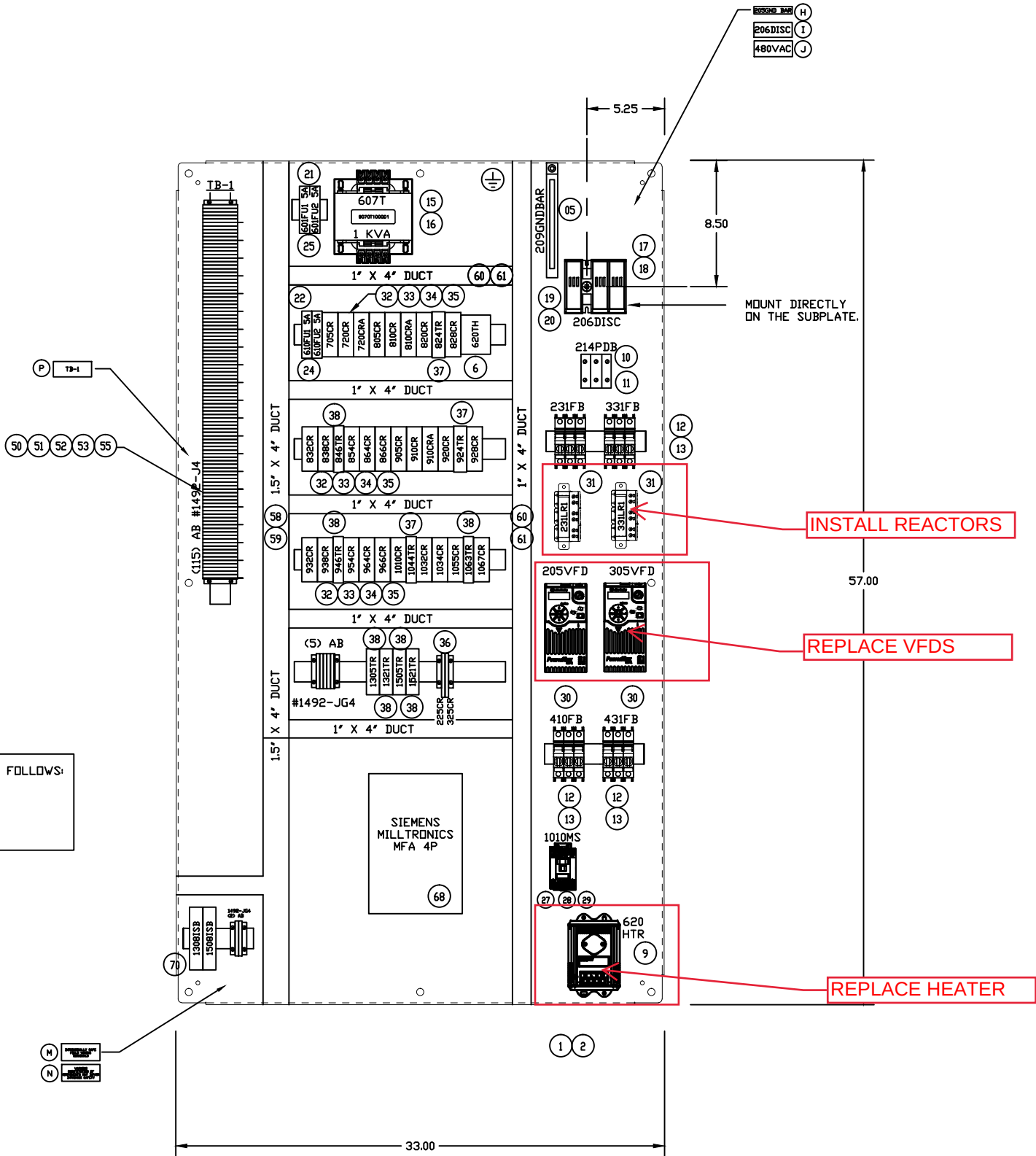
DRAWN	DATE
KR	8/26/13
CHECKED	DATE
CAM	8/29/13
APPROVED	DATE
APPROVED	DATE
APPROVED	DATE

SHEET TITLE	
NACOGDOCHES, TX WWTP	
PART NAME	
MAIN ENCLOSURE LAYOUT REAR VIEW	
SIZE	FSOM NO.
D	
DWG. NO.	2657V2C021
REV	4
SCALE	NONE
SHEET	21 OF 32

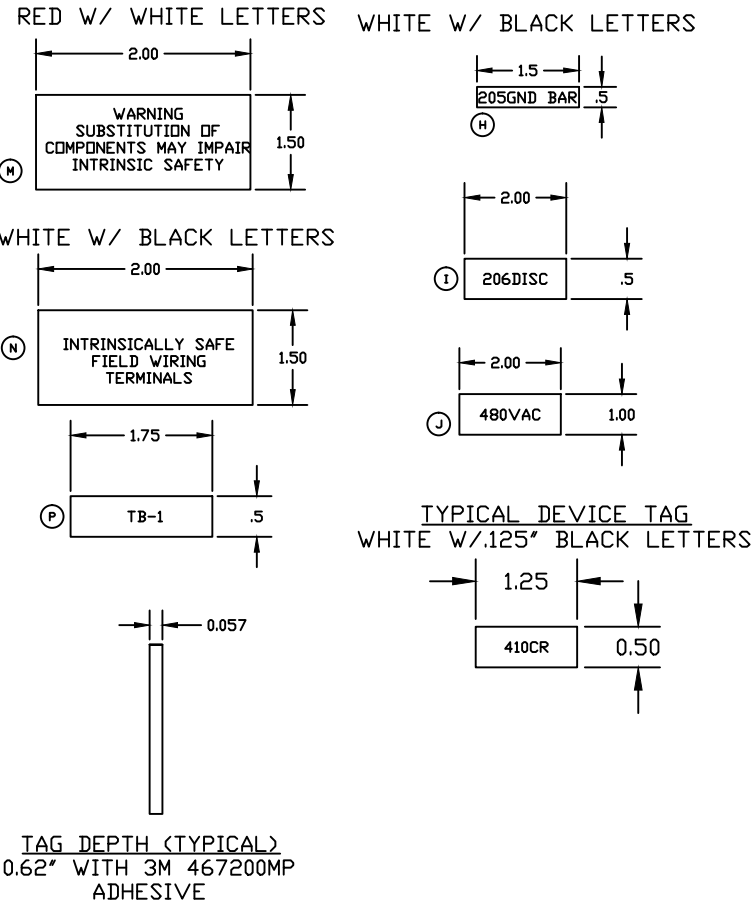
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REVISIONS				
REV	DESCRIPTION	DATE	REVISED	APPROVED
1	REVISED FOR FAB - NO CHANGES	9/27/13	CAM	MPS
3	REVISED FOR AB - NO CHANGES	11/20/13	CAM	MPS
4	REVISED FOR AI - ADDED 231,331 LINE REACTORS,	9/20/23	KA	DUP
	620 HEATER, 205,305 VFD			



NOTE: MAINTAIN MINIMUM WIRING SEPARATION AS FOLLOWS:
 INTRINSICALLY SAFE FIELD TERMINALS TO:
 A. NON-INTRINSIC FIELD TERMINALS=8.00'
 B. NON-INTRINSIC CIRCUITS=5.00'
 INTRINSICALLY SAFE WIRING TO:
 A. NON-INTRINSIC CIRCUITS=2.00'



MAIN ENCLOSURE W/DOOR HARDWARE
 NEMA-4X 304 S.S.
 SCE #SCE-60EL3612SSLPPL
 60.00"H X 36.00"W X 12.00"D

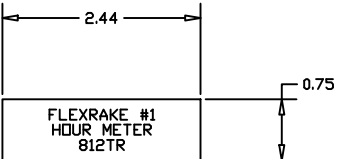
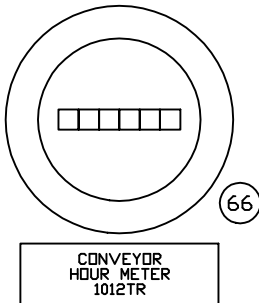
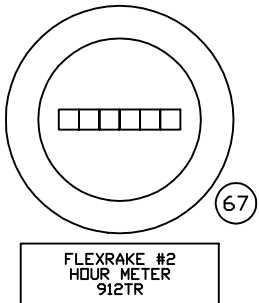
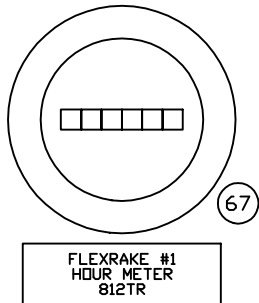
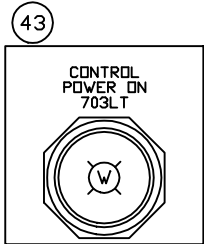
SUBPLATE
 SCE #SCE-60P36
 57.00"H X 33.00"W X 0.88"D

PROPRIETARY

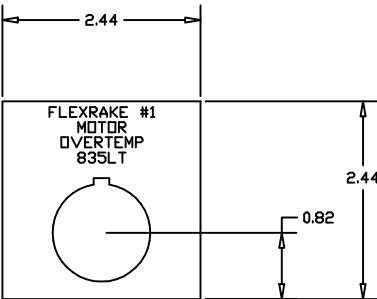
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AS INSTALLED				
DIMENSIONING & TOLERANCING IN ACCORDANCE WITH ANSI Y14.5M-1982		 DUPERON® Saginaw, Michigan 48607 TF 800.383.8479		
TOLERANCES - UNLESS OTHERWISE SPECIFIED				
.X = .003				
.XX = .01				
.XXX = .005				
.XXXX = .0005				
ANGULAR = .01°				
DRAWN		SHEET TITLE		
KR		8/26/13		
CHECKED		DATE		
CAM		8/29/13		
APPROVED		DATE		
APPROVED		DATE		
APPROVED		DATE		
		PART NAME		
		MAIN ENCLOSURE		
		SUBPLATE LAYOUT		
SIZE	FSCM NO.	DWG. NO.	REV	
D		2657V2C024	4	
SCALE	NONE	SHEET		24 OF 32

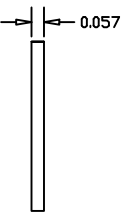
REVISIONS			
REV	DESCRIPTION	DATE	REVISED APPROVED
1	REVISED FOR FAB - NO CHANGES	9/27/13	CAM MPS
3	REVISED FOR AB - NO CHANGES	11/20/13	CAM MPS
4	REVISED FOR AI - UPDATED ITEM BUBBLE REFS	9/20/23	KA DUP



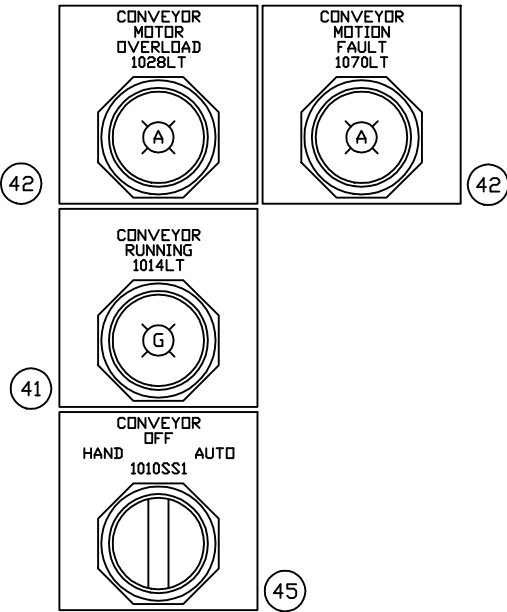
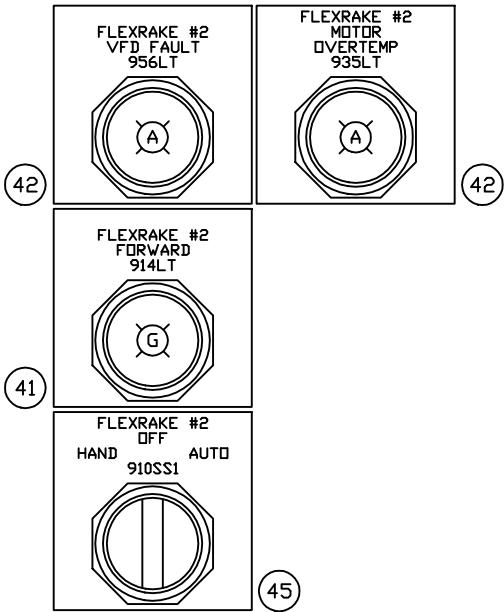
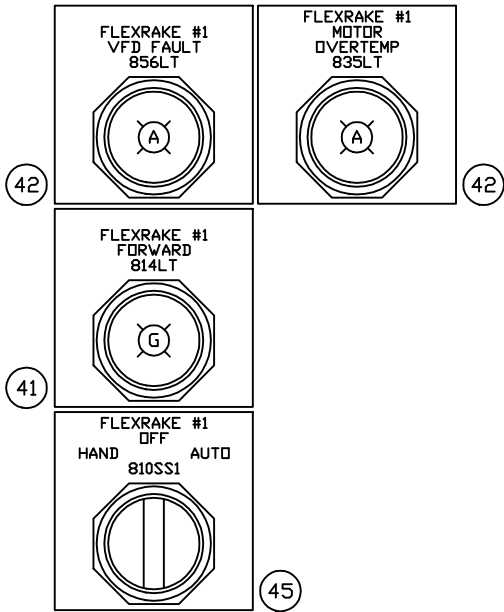
TYPICAL DEVICE ID TAG
WHITE W/ .125" BLACK LETTERS



TYPICAL 30.5mm ID TAG
WHITE W/ .125" BLACK LETTERS



TAG DEPTH (TYPICAL)
0.62" WITH 3M 467200MP ADHESIVE



REPLACE ETMS

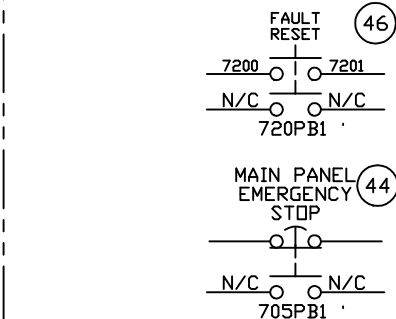
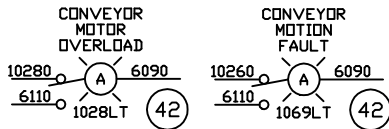
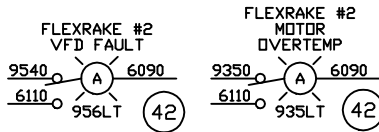
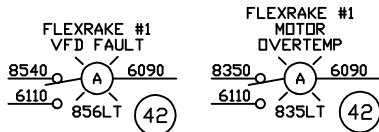
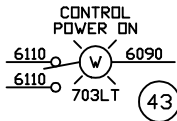
MAIN ENCLOSURE-FRONT PANEL LAYOUT
SEE NEXT SHEET FOR DEVICE WIRING

PROPRIETARY

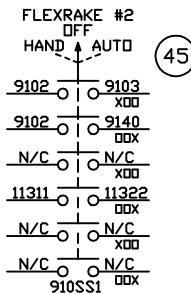
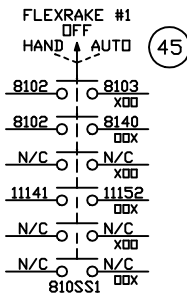
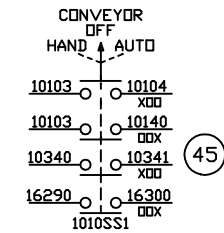
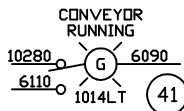
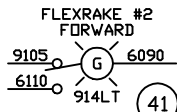
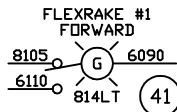
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AS INSTALLED			
DIMENSIONING & TOLERANCING IN ACCORDANCE WITH ANSI Y14.5M-1982 TOLERANCES - UNLESS OTHERWISE SPECIFIED .X = ±0.03 .XX = ±0.01 .XXX = ±0.005 .XXXX = ±0.0005 ANGULAR = ±0.1°		 Saginaw, Michigan 48607 TF 800.383.8479	
DRAWN KR 8/26/13	DATE 8/26/13	SHEET TITLE NACOGDOCHES, TX WWTP	
CHECKED CAM 8/29/13	DATE 8/29/13	PART NAME MAIN ENCLOSURE FRONT PB & LT DETAIL	
APPROVED APPROVED	DATE DATE	SIZE D	FSCM NO. 2657V2C026
SCALE NONE		DWG. NO. 2657V2C026	REV 4
		SHEET 26 OF 32	

REVISIONS			
REV	DESCRIPTION	DATE	REVISED APPROVED
1	REVISED FOR FAB - NO CHANGES	9/27/13	CAM MPS
3	REVISED FOR AB - NO CHANGES	11/20/13	CAM MPS
4	REVISED FOR AI - UPDATED ITEM BUBBLE REFS	9/20/23	KA DUP



LOCATED IN RH SIDE OF MAIN ENCLOSURE



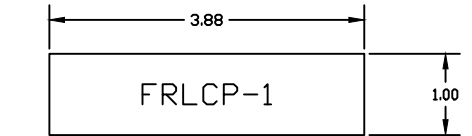
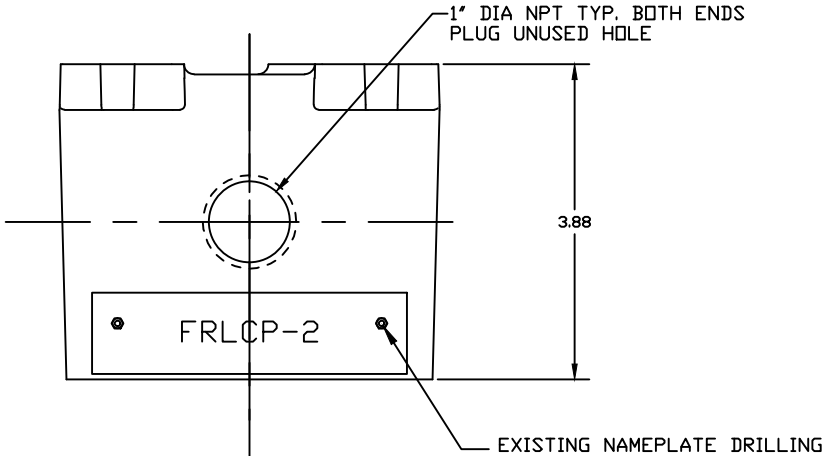
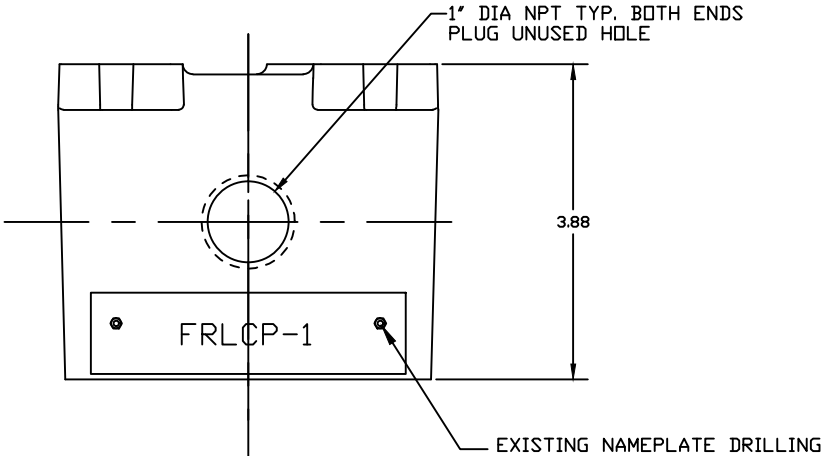
MAIN ENCLOSURE-PB/LT DEVICE WIRING

PROPRIETARY

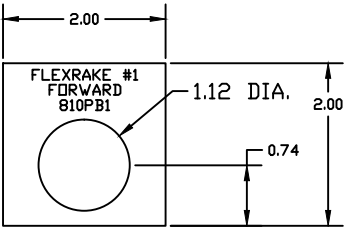
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AS INSTALLED			
DIMENSIONING & TOLERANCING IN ACCORDANCE WITH ANSI Y14.5M-1982		DUPERON® Saginaw, Michigan 48607 TF 800.383.8479	
TOLERANCES - UNLESS OTHERWISE SPECIFIED		SHEET TITLE	
X = ±0.03 XX = ±0.01 XXX = ±0.005 XXXX = ±0.0005 ANGULAR = ±0.1°		NACOGDOCHES, TX WWTP	
DRAWN DATE KR 8/26/13		PART NAME	
CHECKED DATE CAM 8/29/13		MAIN ENCLOSURE FRONT DOOR PB/LT WIRING	
APPROVED DATE		SIZE FSQM NO. DWS. NO. 2657V2C027	
APPROVED DATE		REV 4	
APPROVED DATE		SCALE NONE SHEET 27 OF 32	

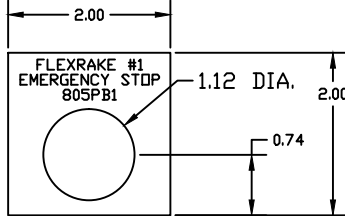
REVISIONS			
REV	DESCRIPTION	DATE	REVISED APPROVED
1	REVISED FOR FAB - NO CHANGES	9/27/13	CAM MPS
3	REVISED FOR AB - NO CHANGES	11/20/13	CAM MPS
4	REVISED FOR AI - NO CHANGES	9/20/23	KA DUP



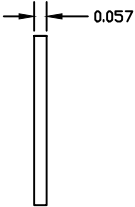
LOCAL CONTROL PANEL ID TAG
WHITE W/ .25" BLACK LETTERS



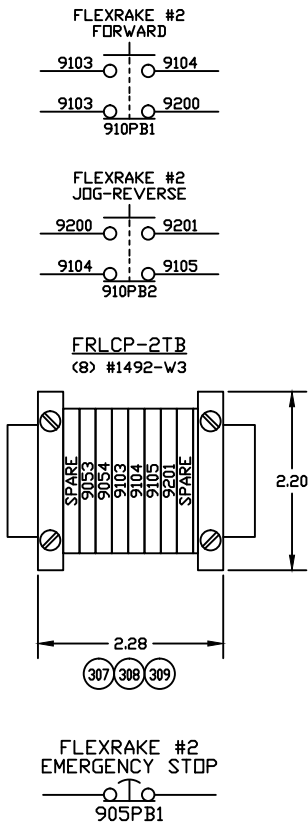
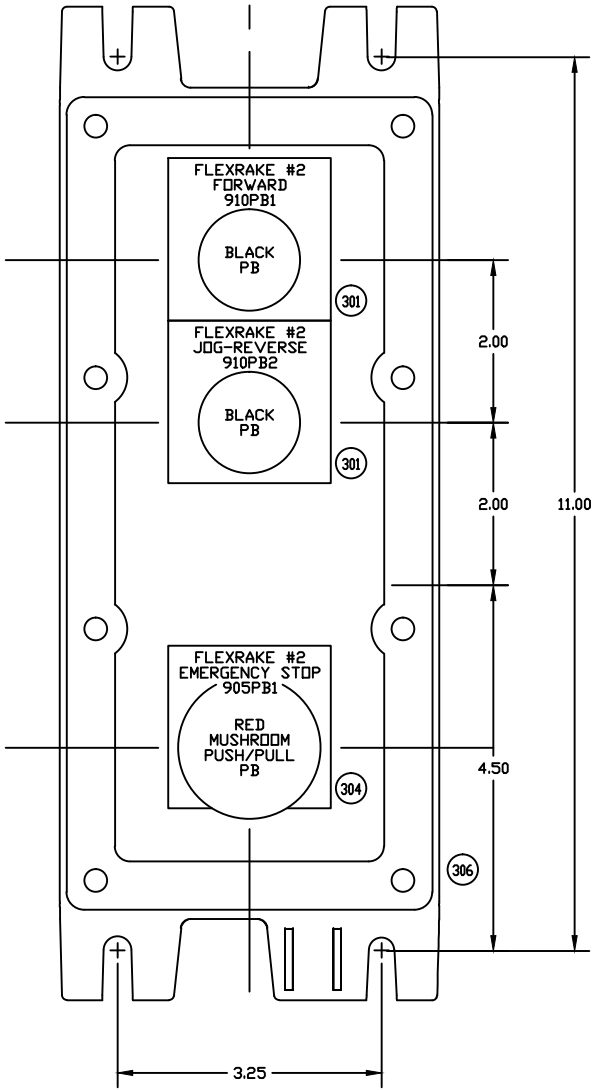
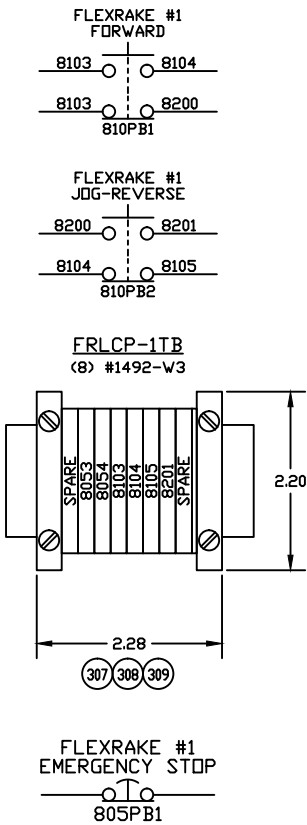
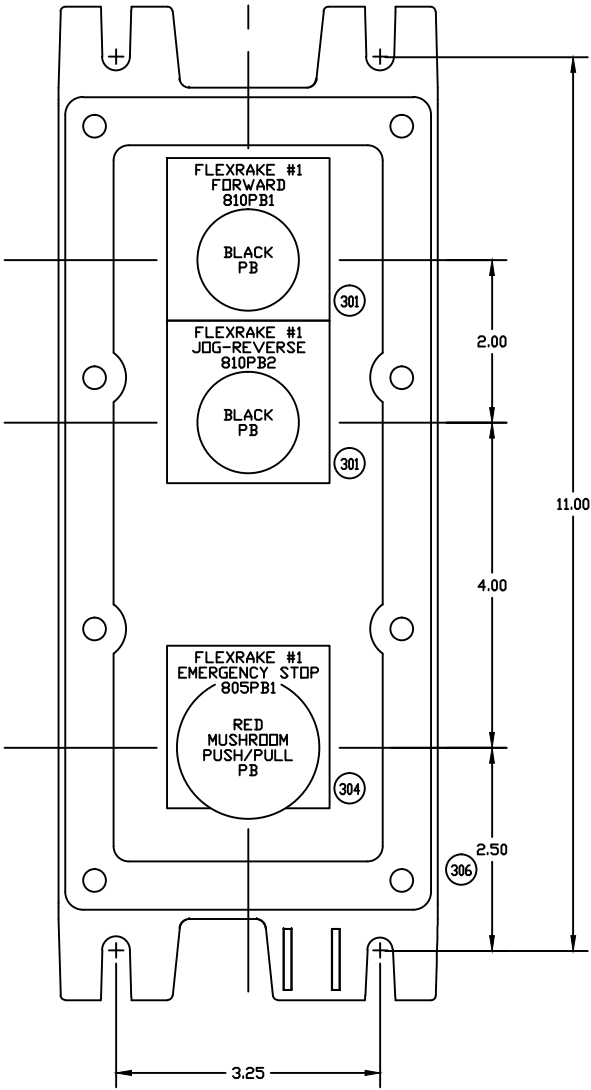
TYPICAL NEMA-7 ID TAGS
WHITE W/ .125" BLACK LETTERS



TYPICAL NEMA-7 ID TAGS
YELLOW W/ .125" BLACK LETTERS



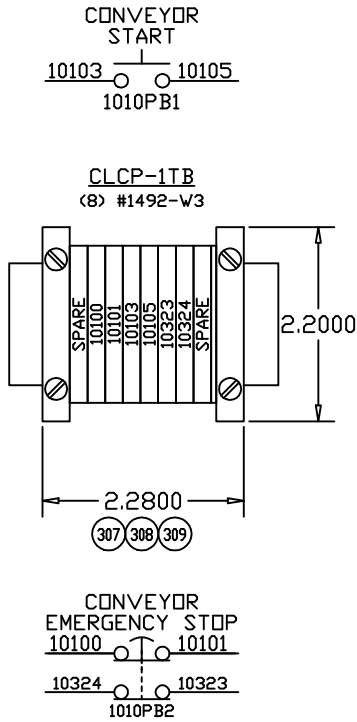
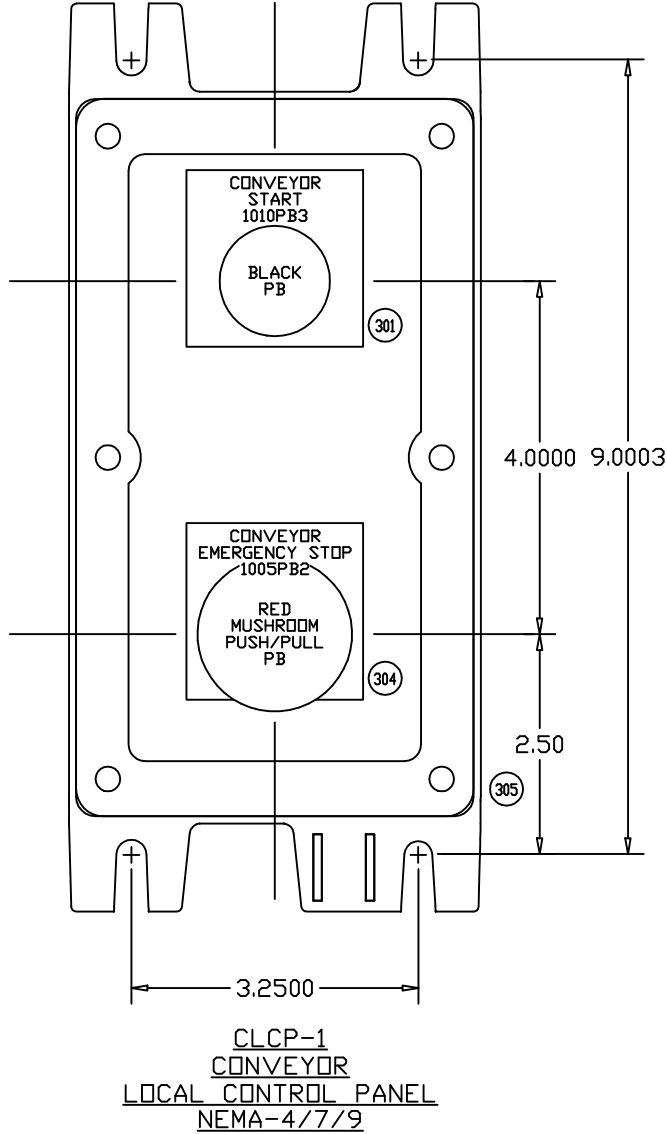
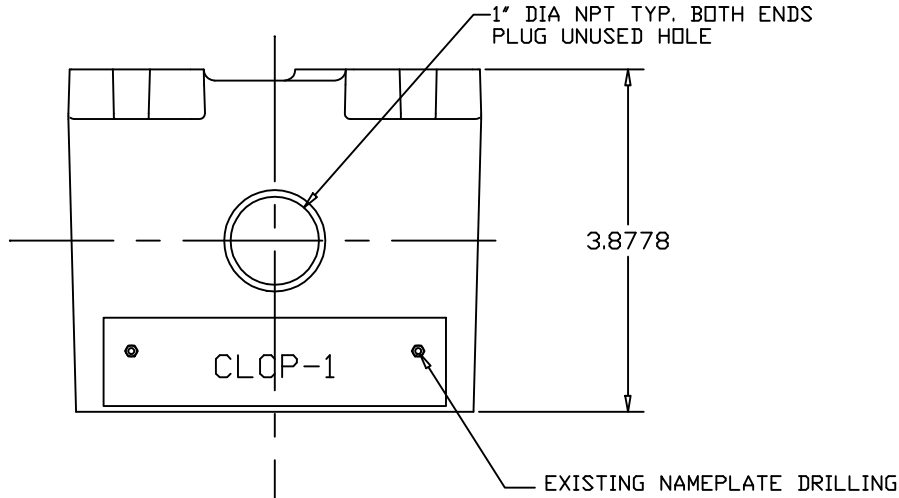
TAG DEPTH (TYPICAL)
0.62" WITH 3M 467200MP ADHESIVE



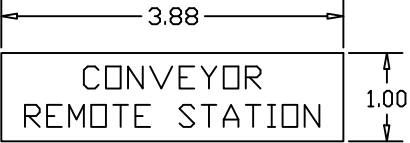
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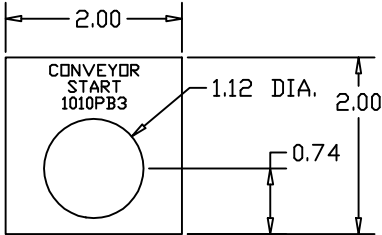
AS INSTALLED			
DIMENSIONING & TOLERANCING IN ACCORDANCE WITH ANSI Y14.5M-1982 TOLERANCES - UNLESS OTHERWISE SPECIFIED .X = ±0.03 .XX = ±0.01 .XXX = ±0.005 .XXXX = ±0.0005 ANGULAR = ±0.5°		Saginaw, Michigan 48607 TF 800.383.8479	
DRAWN KR 8/26/13 CHECKED CAM 8/29/13 APPROVED	DATE 8/26/13 DATE 8/29/13 DATE	SHEET TITLE NACOGDOCHES, TX WWTP	
APPROVED APPROVED	DATE DATE	PART NAME LOCAL CONTROL PANELS LAYOUT AND WIRING	
SIZE D SCALE NONE	FSQM NO. DWS. NO. 2657V2C029 SHEET 29 OF 32	REV 4	



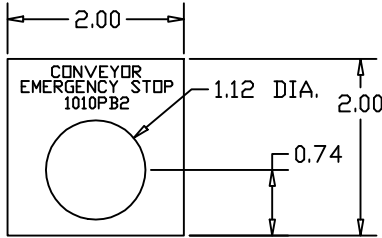
REVISIONS			
REV	DESCRIPTION	DATE	REVISED APPROVED
1	REVISED FOR FAB - NO CHANGES	9/27/13	CAM MPS
3	REVISED FOR AB - NO CHANGES	11/20/13	CAM MPS
4	REVISED FOR AI - NO CHANGES	9/20/23	KA DUP



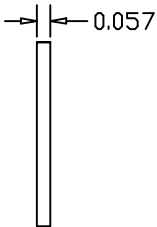
LOCAL CONTROL PANEL ID TAG
WHITE W/ .25" BLACK LETTERS



TYPICAL NEMA-7/9 ID TAGS
WHITE W/ .125" BLACK LETTERS



TYPICAL NEMA-7/9 ID TAGS
YELLOW W/ .125" BLACK LETTERS



TAG DEPTH (TYPICAL)
0.62" WITH 3M 467200MP
ADHESIVE

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AS INSTALLED			
DIMENSIONING & TOLERANCING IN ACCORDANCE WITH ANSI Y14.5M-1982 TOLERANCES - UNLESS OTHERWISE SPECIFIED X = .003 XX = .001 XXX = .0005 ANGULAR = .01°		 Saginaw, Michigan 48607 TF 800.383.8479	
DRAWN KR	DATE 8/26/13	SHEET TITLE NACOGDOCHES, TX WWTP	
CHECKED CAM	DATE 8/29/13	PART NAME CONVEYOR CONTROLS LOCAL CONTROL PANEL	
APPROVED	DATE	SIZE D	REV 4
APPROVED	DATE	FSQM NO.	DWG. NO. 2657V2C030
SCALE NONE		SHEET 30 OF 32	

AS INSTALLED														
DIMENSIONING & TOLERANCING IN ACCORDANCE WITH ANSI Y14.5M-1982 TOLERANCES - UNLESS OTHERWISE SPECIFIED <table><tr><td>.X</td><td>= ±0.03</td></tr><tr><td>.XX</td><td>= ±0.01</td></tr><tr><td>.XXX</td><td>= ±0.005</td></tr><tr><td>.XXXX</td><td>= ±0.0005</td></tr><tr><td>ANGULAR</td><td>= ±0.5°</td></tr></table>		.X	= ±0.03	.XX	= ±0.01	.XXX	= ±0.005	.XXXX	= ±0.0005	ANGULAR	= ±0.5°	 Saginaw, Michigan 48607 TF 800.383.8479		
.X	= ±0.03													
.XX	= ±0.01													
.XXX	= ±0.005													
.XXXX	= ±0.0005													
ANGULAR	= ±0.5°													
DRAWN KR8/26/13		SHEET TITLE												
CHECKED CAM8/29/13		NACOGDOCHES, TX WWTP												
APPROVED														
APPROVED		PART NAME												
APPROVED		BILL OF MATERIALS PANEL MOUNTED COMPONENTS												
SIZEFSOM NO. D		DWG. NO. 2657V2C031		REV 4										
SCALENONE		SHEET31 OF 32												

09	1	PFANNENBERG	PFH200	200W PANEL HEATER, 120VAC

30	2	ALLEN BRADLEY	25B-D2P3N104	VARIABLE FREQUENCY DRIVE 1 HP - 3PH 480VAC NEMA-1 WALL MOUNT
31	2	TCI	KDRMASH1	LINE REACTOR, UP TO 1 HP

36	2	ALLEN BRADLEY	700-HLT1Z24	RELAY OUTPUT, SPDT (1 C/D), W/ SCREW TERMINALS, 24V DC

67	2	EATON	6-T-3H-508RPM-406	HOURLY METER, 115VAC 60HZ, NON-RESETTABLE, 99999.9 HOURS, IP65

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REVISIONS				
REV	DESCRIPTION	DATE	REVISED	APPROVED
1	REVISED FOR FAB - NO CHANGES	9/27/13	CAM	MPS
3	REVISED FOR AB - NO CHANGES	11/20/13	CAM	MPS
4	REVISED FOR AI - NO CHANGES	9/20/23	KA	DUP

FIELD MOUNTED DEVICES - SUPPLIED BY DUPERON CORPORATION

DET.	QTY.	MANUFACTURER	PART No.	DESCRIPTION
301	5	ADALET	XHPBS/BT1A	PUSHBUTTON, NEMA-7/9, BLACK, SURFACE MOUNT, 1-NO/1-NC CONTACT BLOCK
302				
303				
304	3	ADALET	XHPPMS	PUSHBUTTON, NEMA-7/9, RED MUSHROOM-1 3/4" OPERATOR, 1-NC/1-NO CONTACT BLOCK
305	1	ADALET	XIFC-030703-N4	PB ENCLOSURE, NEMA-4/7/9, 2-HOLE, 1' CONDUIT HOLES TOP & BOTTOM, WEATHERPROOF GASKETING
306	2	ADALET	XIFC-030903-N4	PB ENCLOSURE, NEMA-4/7/9, 3-HOLE, 1' CONDUIT HOLES TOP & BOTTOM, WEATHERPROOF GASKETING
307	24	SPRECHER+SCHUH	V7-W3	TERMINAL, IEC, 600V AC/DC, 20A, GREY
308	3	SPRECHER+SCHUH	V7-EB3	END BARRIER, IEC, FOR 1492-W3
309	6	SPRECHER+SCHUH	V7-EA35	END ANCHOR, IEC, NORMAL DUTY
310				
311				
312				
313				
314	4	CONERY MFG.	2901-B8-S4-C1-K1-40	FLOAT SWITCH, N.C. SPDT CONTACT, 13A @ 120VAC, MECH. BULB W/CORD WEIGHT,
315	1	SIEMENS (1-SUPPLIED BY KWS)	7MH7146-OJA	PROBE W/IMA, XPP-5, HAZARDOUS LOCATION, FOR USE WITH SIEMENS MILLTRONICS MFA-4P MOTION ALARM CONTROLLER, 15M CABLE
316	1	CONVEYOR COMPONENTS	RS-2X	SWITCH, CABLE OPERATED SAFETY, 2 SPDT SWITCHES, 20A @ 120VAC, NEMA-7/9
317				

FIELD MOUNTED DEVICES - SUPPLIED BY OTHERS

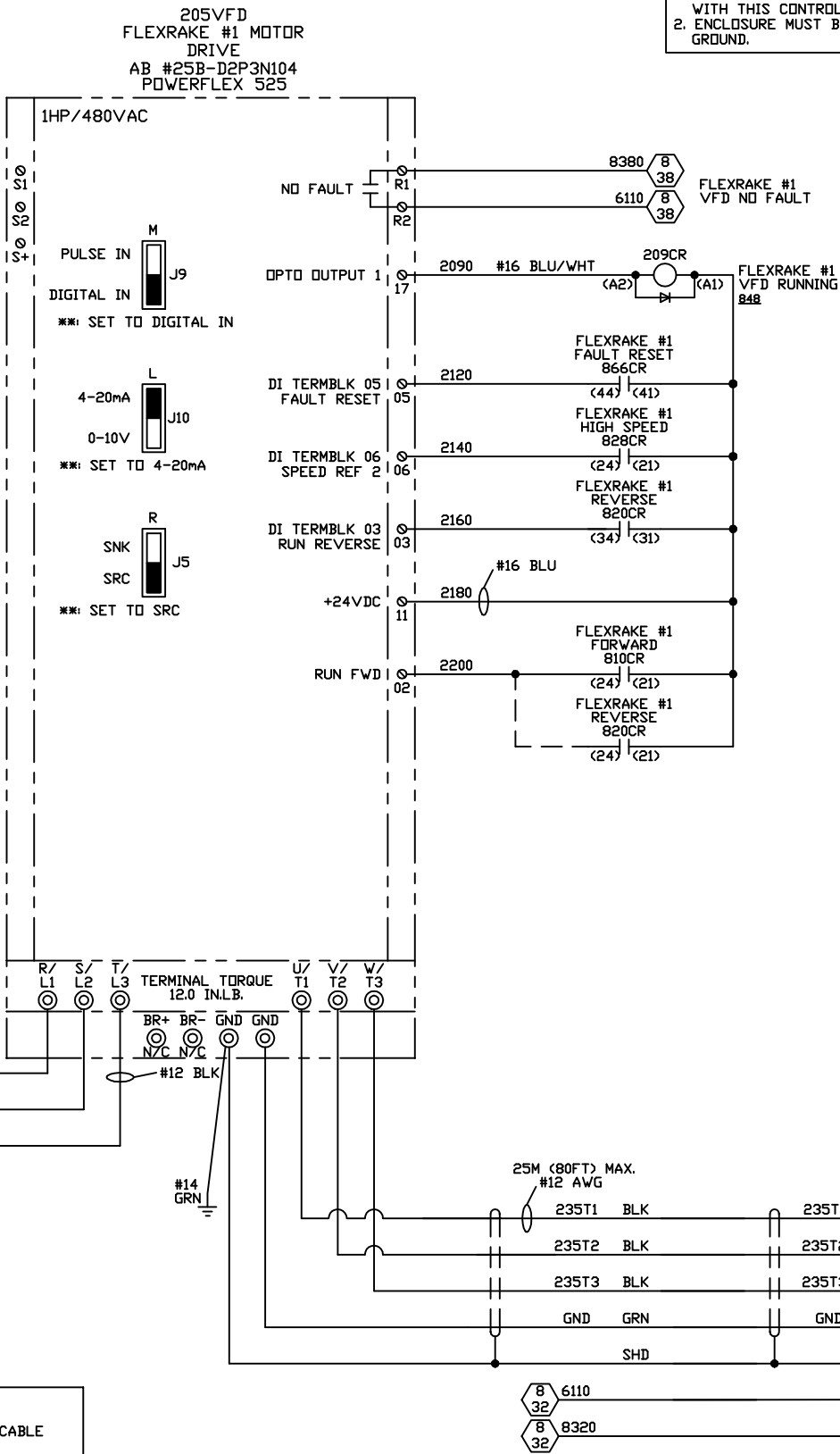
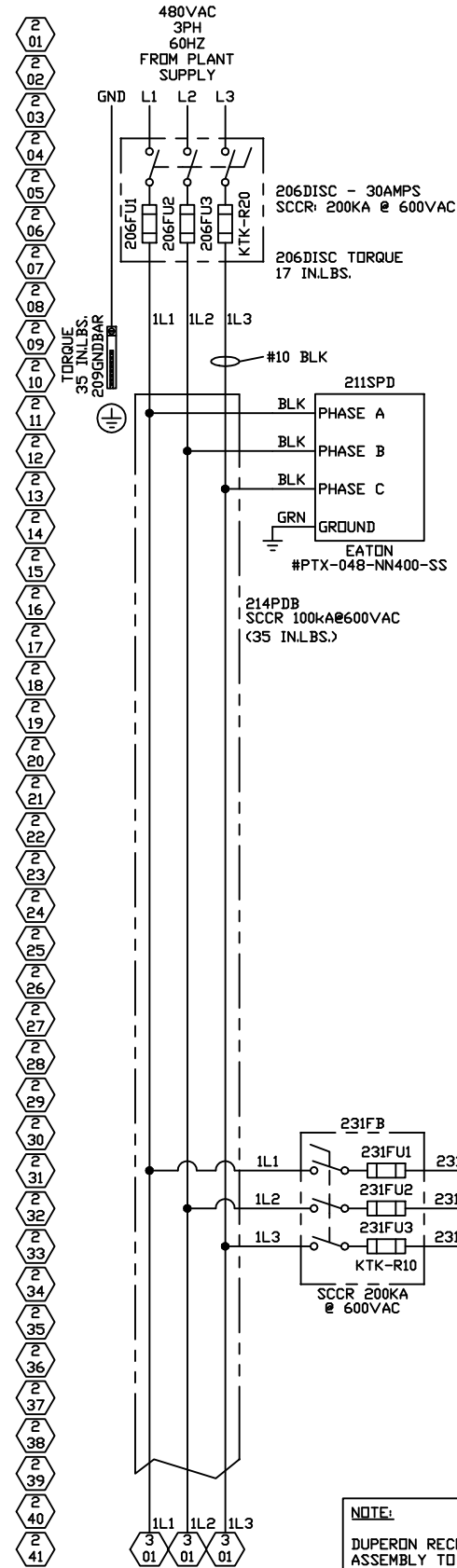
DET.	QTY.	MANUFACTURER	PART No.	DESCRIPTION
351				
352				
353				
354				
355				
356				

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DRAWN KR	DATE 8/26/13	NACOGDOCHES, TX WWTP			
CHECKED CAM	DATE 8/29/13				
APPROVED	DATE	BILL OF MATERIALS FIELD DEVICES			
APPROVED	DATE				
		SIZE D	FSCM NO.	DWG. NO. 2657V2C032	REV 4
		SCALE NONE		SHEET 32 OF 32	



CONTROLS SCHEMATICS - POST MODIFICATIONS



NOTES

1. THIS PANEL MUST BE INSTALLED ACCORDING TO ALL APPLICABLE STATE AND LOCAL CODES AS PER THE LATEST REVISION OF THE NEC. THIS SHALL INCLUDE BUT NOT BE LIMITED TO ANY REQUIRED SERVICE ENTRANCE EQUIPMENT NOT INCLUDED WITH THIS CONTROL PANEL.

2. ENCLOSURE MUST BE CONNECTED TO A GOOD EARTH GROUND.

REVISIONS				
REV	DESCRIPTION	DATE	REVISED	APPROVED
1	REVISED FOR FAB - NO CHANGES	9/27/13	CAM	MPS
3	REVISED FOR AB - NO CHANGES	11/20/13	CAM	MPS
4	REVISED FOR AI - UPDATED VFD & ADDED 231LR1	9/20/23	KA	DUP

FLEXRAKE #1 VFD DRIVE PARAMETERS (CHANGES FROM DEFAULT ONLY)				
PARAMETER NUMBER	NAME/FUNCTION	DEFAULT	SET	DESCRIPTION
HIM001	STARTUP DISPLAY	0	1	PROCESS DISPLAY
P33	MOTOR DL. CURRENT	00	1.5	MOTOR FLA
P41	ACCEL TIME	20	10	10=10 SECONDS
P42	DECEL TIME	20	10	10=10 SECONDS
P43	MIN FREQ	00	15.0	15.0=15 HZ MINIMUM
P45	STOP MODE	0	4	RAMP TO STOP
P46	START SOURCE	00	2	DIG IN TERM BLK
P47	SPEED REFERENCE	0	7	PRESET FREQ 0
P49	SPEED REFERENCE 2	5	7	PRESET FREQ 2
T63	TB 3 INPUT FUNC	0	10	10=JOG REVERSE
T65	TB 5 INPUT FUNC	4	13	13=CLEAR FAULT
T66	TERM BLK 6	0	7	7=SPEED REF 2
A410	PRESET FREQ 0	0	15	15=15Hz
A412	PRESET FREQ 2	10	60	60=60Hz
A543	AUTO RESTART	0	1	1=ENABLED

NOTE:

DUPERON RECOMMENDS A VFD RATED MOTOR CABLE ASSEMBLY TO REDUCE EMI AND TRANSIENTS. BELDEN #29502 (OR EQUAL).

FLEXRAKE #1 DRIVE MOTOR 1HP 1735RPM 1.5 FLA 56C FRAME EPNV

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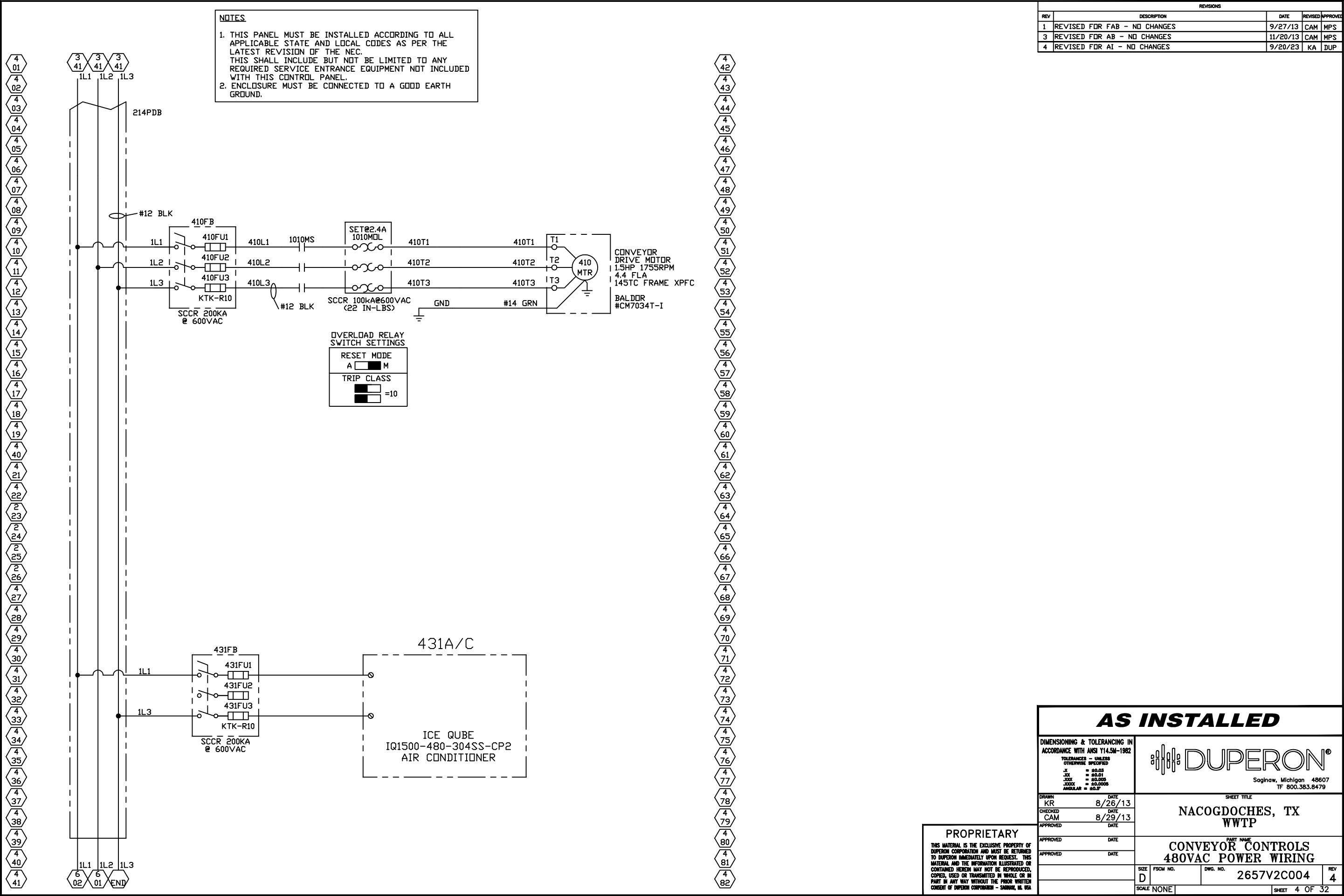
AS INSTALLED



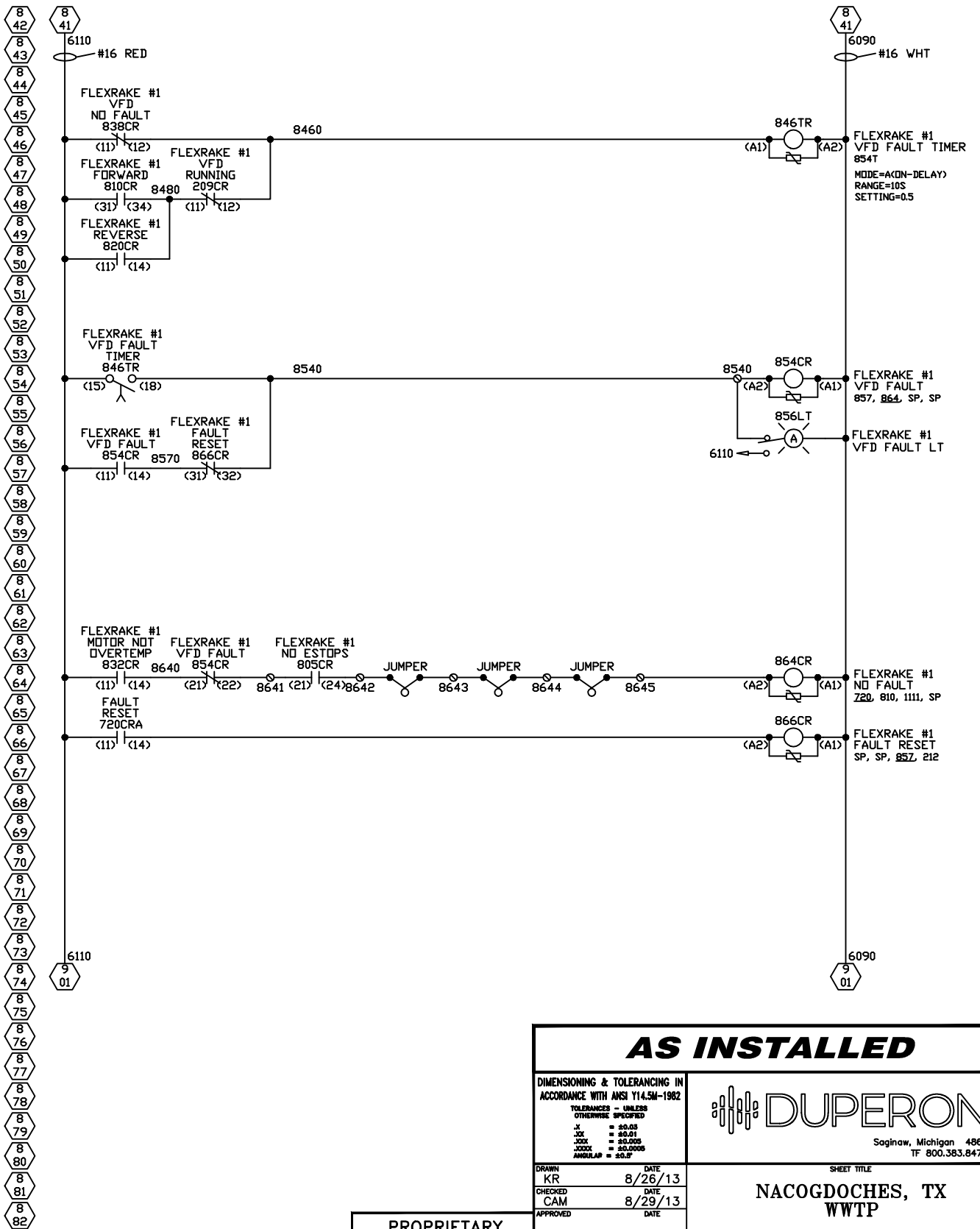
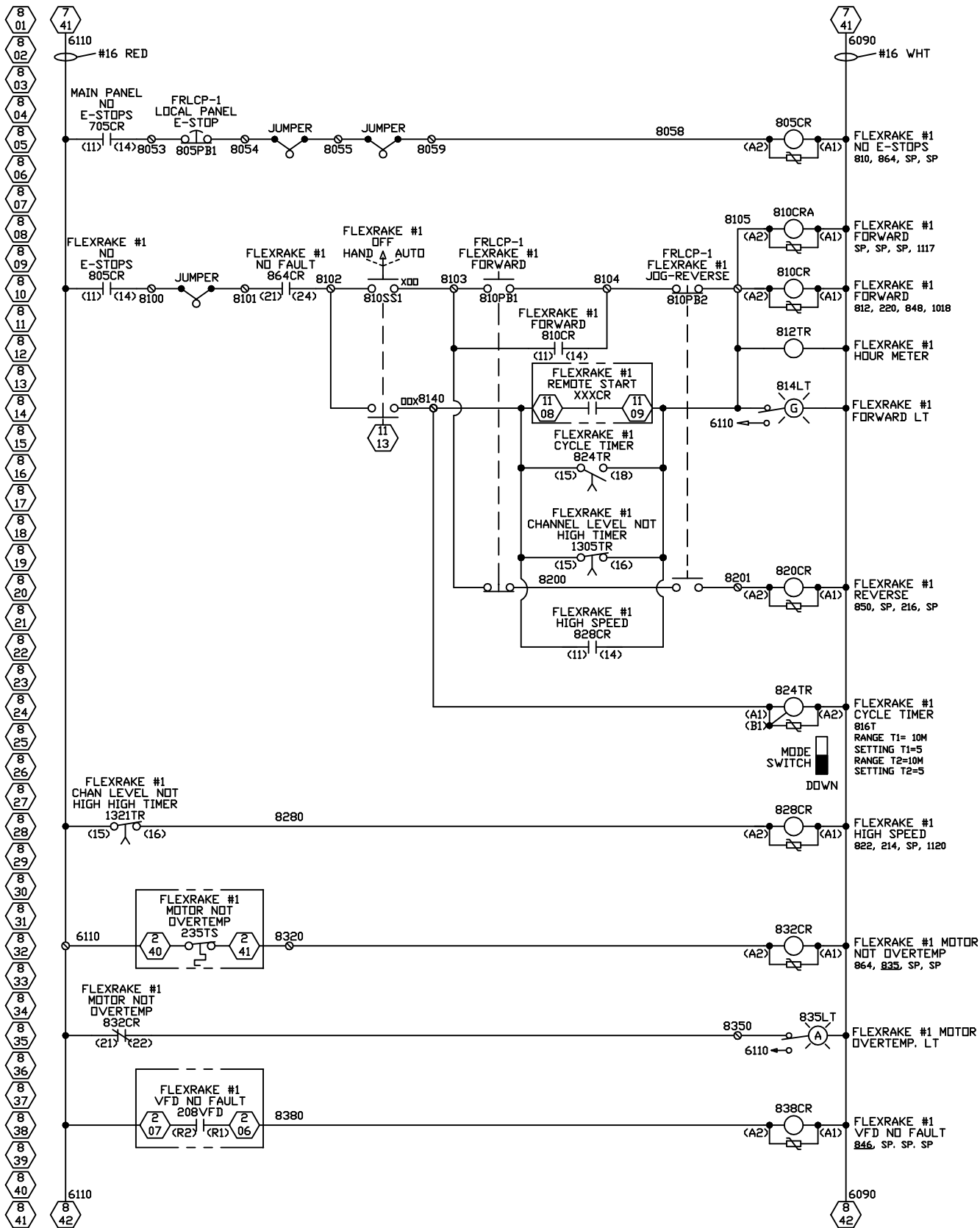
Saginaw, Michigan 48607
TF 800.383.8479

DRAWN	DATE	8/26/13
CHECKED	DATE	8/29/13
APPROVED	DATE	
APPROVED	DATE	

SHEET TITLE	
NACOGDOCHES, TX WWTP	
PART NAME	
HIGH VOLTAGE AC WIRING FLEXRAKE #1	
SIZE	FSM NO.
D	
SCALE	NONE
DWG. NO.	2657V2C002
REV	4
SHEET	2 OF 32



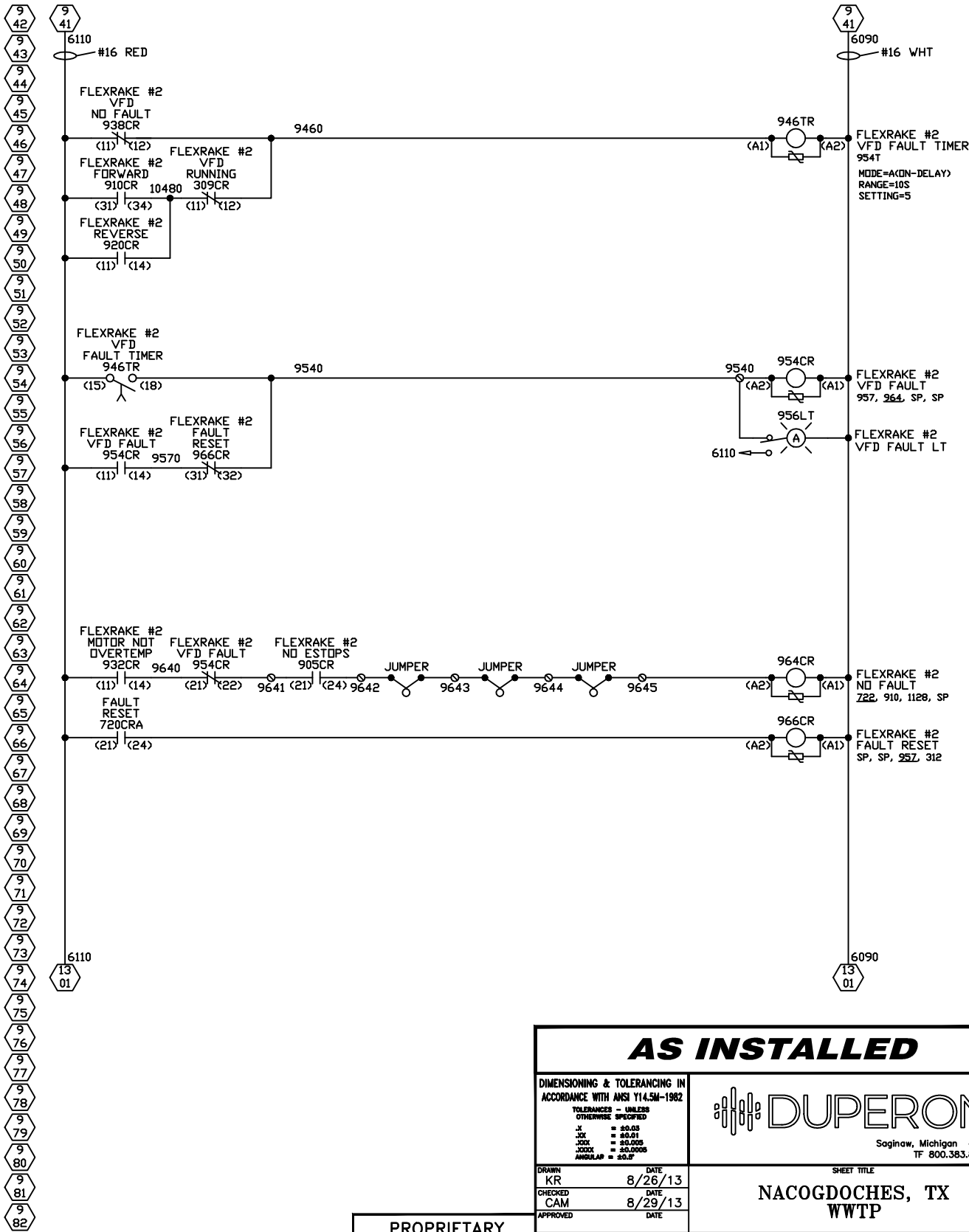
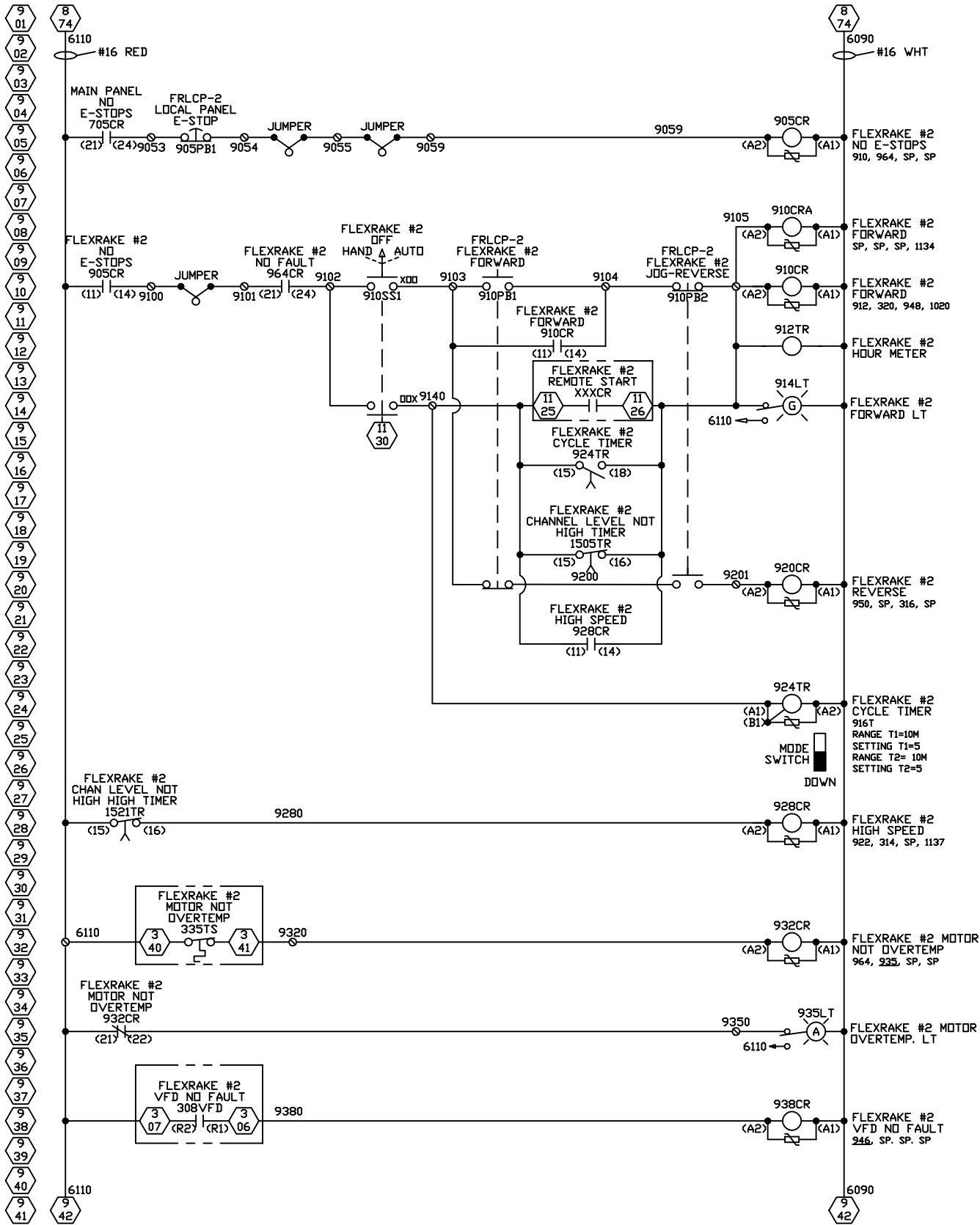
REVISIONS			
REV	DESCRIPTION	DATE	REVISED APPROVED
1	REVISED FOR FAB - NO CHANGES	9/27/13	CAM MPS
3	REVISED FOR AB - NO CHANGES	11/20/13	CAM MPS
4	REVISED FOR AI - UPDATED CONTACTS	9/20/23	KA DUP



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DIMENSIONING & TOLERANCING IN ACCORDANCE WITH ANSI Y14.5M-1982 TOLERANCES - UNLESS OTHERWISE SPECIFIED X . = .003 XX . = .001 XXX . = .0005 ANGULAR = .001		DUPERON® Saginaw, Michigan 48607 TF 800.383.8479	
DRAWN KR	DATE 8/26/13	SHEET TITLE NACOGDOCHES, TX WWTP	
CHECKED CAM	DATE 8/29/13	PART NAME 120VAC CONTROL WIRING FLEXRAKE #1	
APPROVED	DATE	SIZE D	
APPROVED	DATE	FSCM NO. D	
APPROVED		DWG. NO. 2657V2C008	
APPROVED		REV 4	
APPROVED		SCALE NONE	
APPROVED		SHEET 8 OF 32	

REVISIONS			
REV	DESCRIPTION	DATE	REVISED APPROVED
1	REVISED FOR FAB - NO CHANGES	9/27/13	CAM MPS
3	REVISED FOR AB - NO CHANGES	11/20/13	CAM MPS
4	REVISED FOR AI - UPDATED CONTACTS	9/20/23	KA DUP



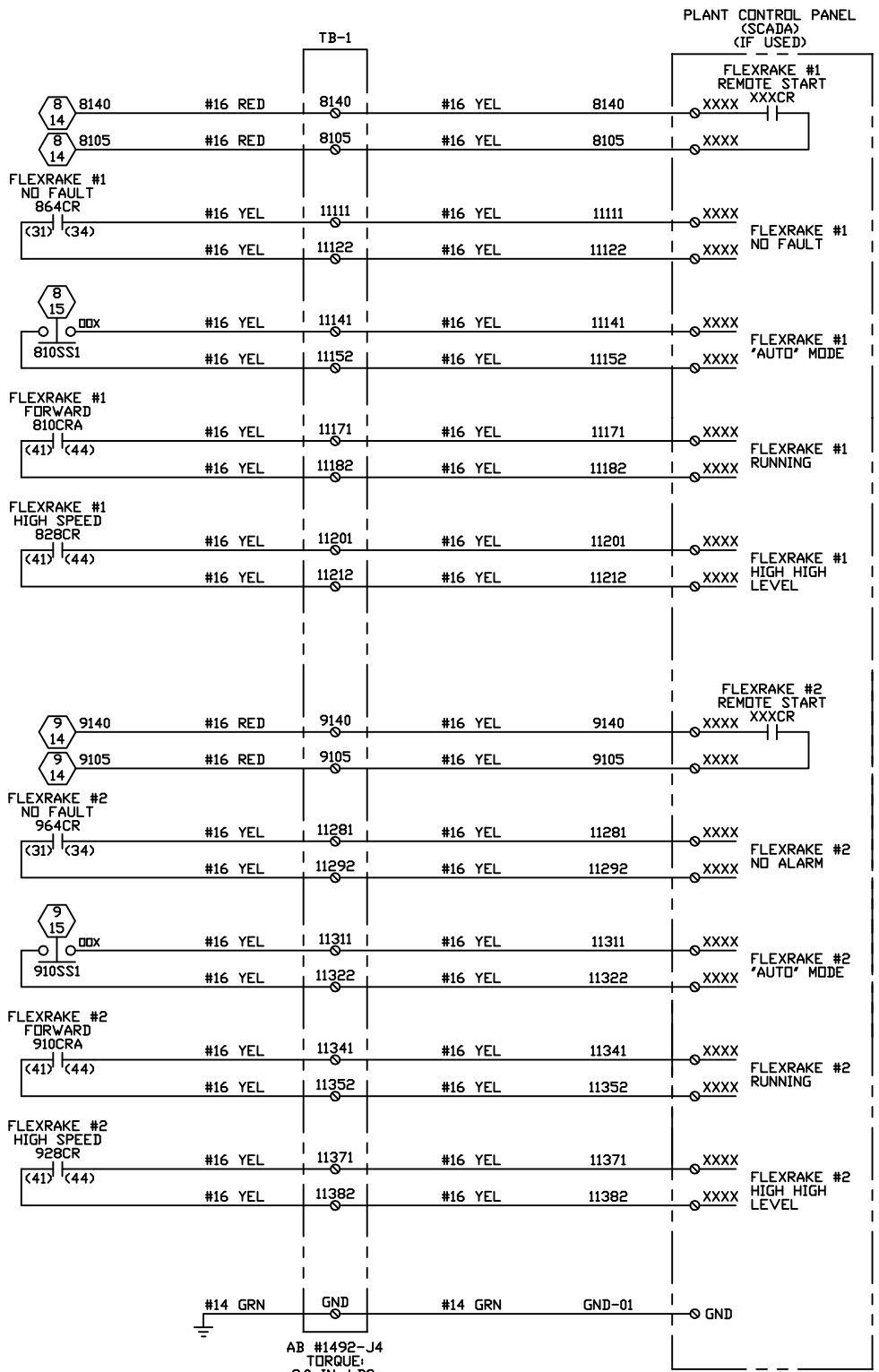
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DRAWN KR	DATE 8/26/13	SHEET TITLE NACOGDOCHES, TX WWTP	
CHECKED CAM	DATE 8/29/13	PART NAME 120VAC CONTROL WIRING FLEXRAKE #2	
APPROVED	DATE	SIZE D	SCALE NONE
APPROVED	DATE	DWG. NO. 2657V2C009	REV 4
		SHEET 9 OF 32	

REVISIONS				
REV	DESCRIPTION	DATE	REVISED	APPROVED
1	REVISED FOR FAB - NO CHANGES	9/27/13	CAM	MPS
3	REVISED FOR AB - NO CHANGES	11/20/13	CAM	MPS
4	REVISED FOR AI - NO CHANGES	9/20/23	KA	DUP

FRMCP-1
FLEXRAKE
CONTROL PANEL

FLEXRAKE #1
FIELD WIRING

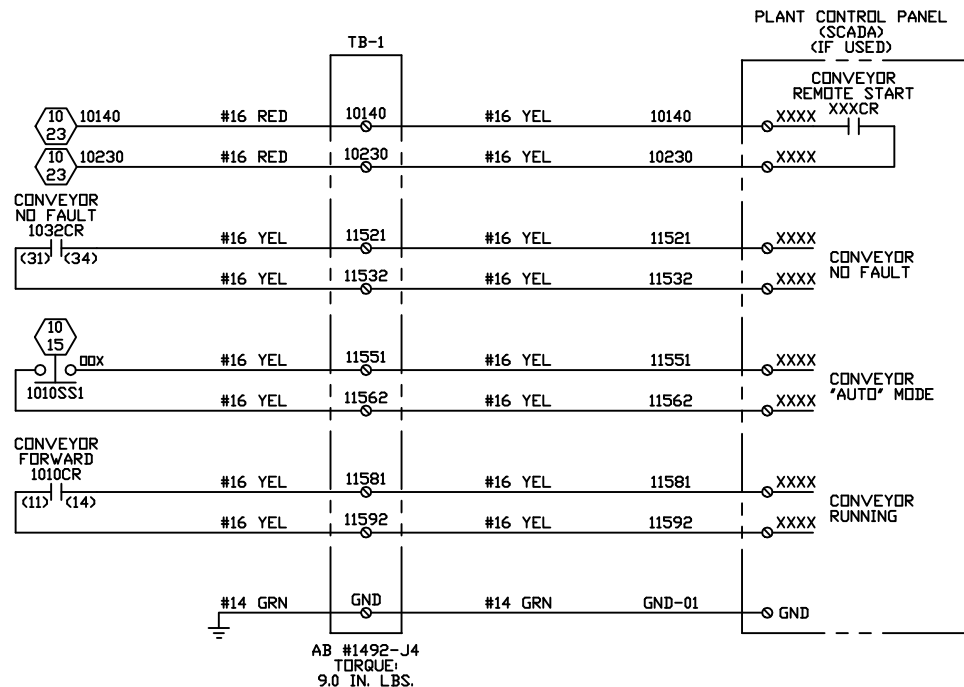


JUMPER 8140 TO
8105 TO RUN
CONTINUOUSLY
IN AUTO.

JUMPER 9140 TO
9105 TO RUN
CONTINUOUSLY
IN AUTO.

CCP-1
CONVEYOR MAIN
CONTROL PANEL

CONVEYOR
FIELD WIRING



JUMPER 10140
TO 10230 TO
RUN
CONTINUOUSLY
IN AUTO.

AS INSTALLED

DIMENSIONING & TOLERANCING IN ACCORDANCE WITH ANSI Y14.5M-1982

TOLERANCES - UNLESS OTHERWISE SPECIFIED

X = ±0.03
XX = ±0.01
XXX = ±0.005
XXXX = ±0.0005
ANGULAR = ±0.0°

DUPERON®

Saginaw, Michigan 48607
TF 800.383.8479

DRAWN DATE 8/26/13
CHECKED CAM DATE 8/29/13
APPROVED DATE

APPROVED DATE

**NACOGDOCHES, TX
WWTP**

**FIELD/INTERLOCK WIRING
SCADA INTERLOCKS**

SIZE D
SCALE NONE

FSCM NO.
DWS. NO. 2657V2C011

REV 4
SHEET 11 OF 32

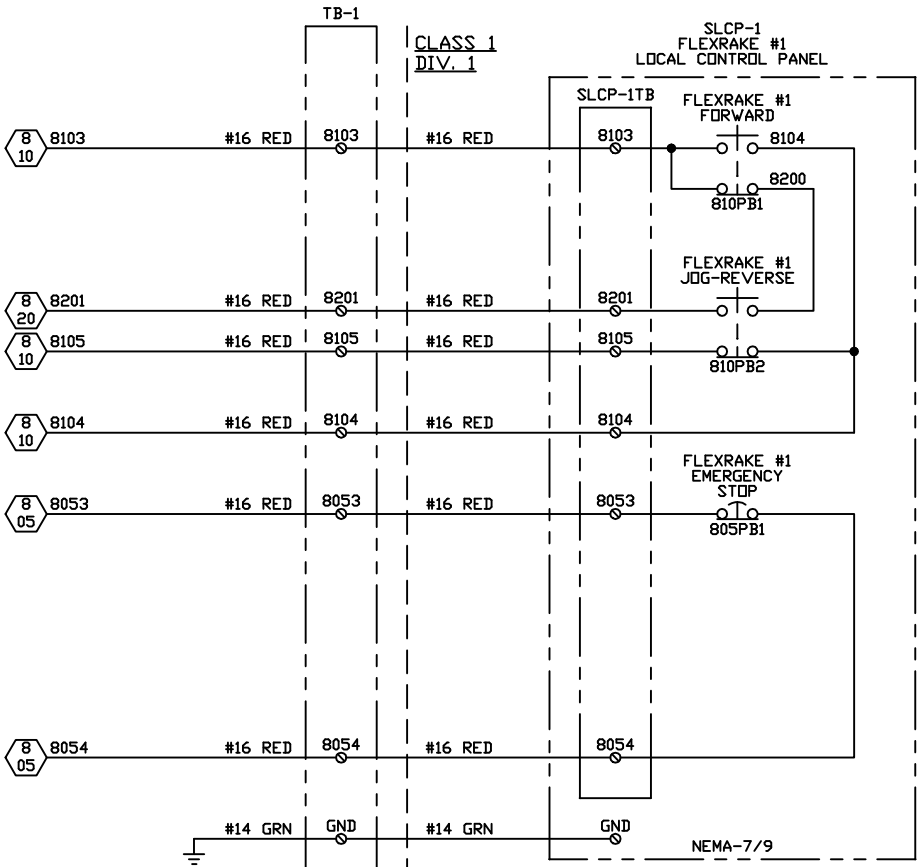
PROPRIETARY

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REVISIONS				
REV	DESCRIPTION	DATE	REVISED	APPROVED
1	REVISED FOR FAB - NO CHANGES	9/27/13	CAM	MPS
3	REVISED FOR AB - NO CHANGES	11/20/13	CAM	MPS
4	REVISED FOR AI - NO CHANGES	9/20/23	KA	DUP

FRMCP-1
FLEXRAKE
CONTROL PANEL

FLEXRAKE #1
FIELD WIRING

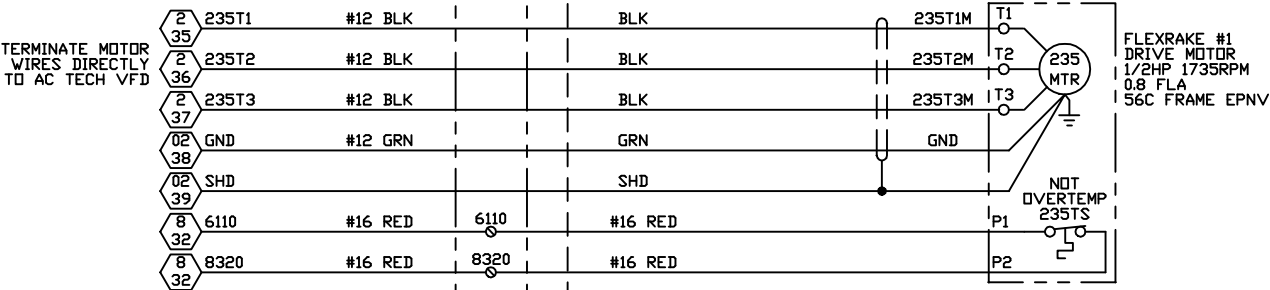


AB #1492-J4
TORQUE:
9.0 IN. LBS.

FRMCP-1
FLEXRAKE
CONTROL PANEL

FLEXRAKE #1
FIELD WIRING

NOTE:
DUPERON RECOMMENDS A VFD RATED MOTOR CABLE
ASSEMBLY TO REDUCE EMI AND TRANSIENTS.
BELDEN #29502 (OR EQUAL).



AS INSTALLED

DIMENSIONING & TOLERANCING IN
ACCORDANCE WITH ANSI Y14.5M-1982
TOLERANCES - UNLESS
OTHERWISE SPECIFIED
X = ±0.03
XX = ±0.01
XXX = ±0.005
ANGULAR = ±0.1°

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TF 800.383.8479

DRAWN DATE
KR 8/26/13
CHECKED DATE
CAM 8/29/13
APPROVED DATE

SHEET TITLE
**NACOGDOCHES, TX
WWTP**

APPROVED DATE
APPROVED DATE

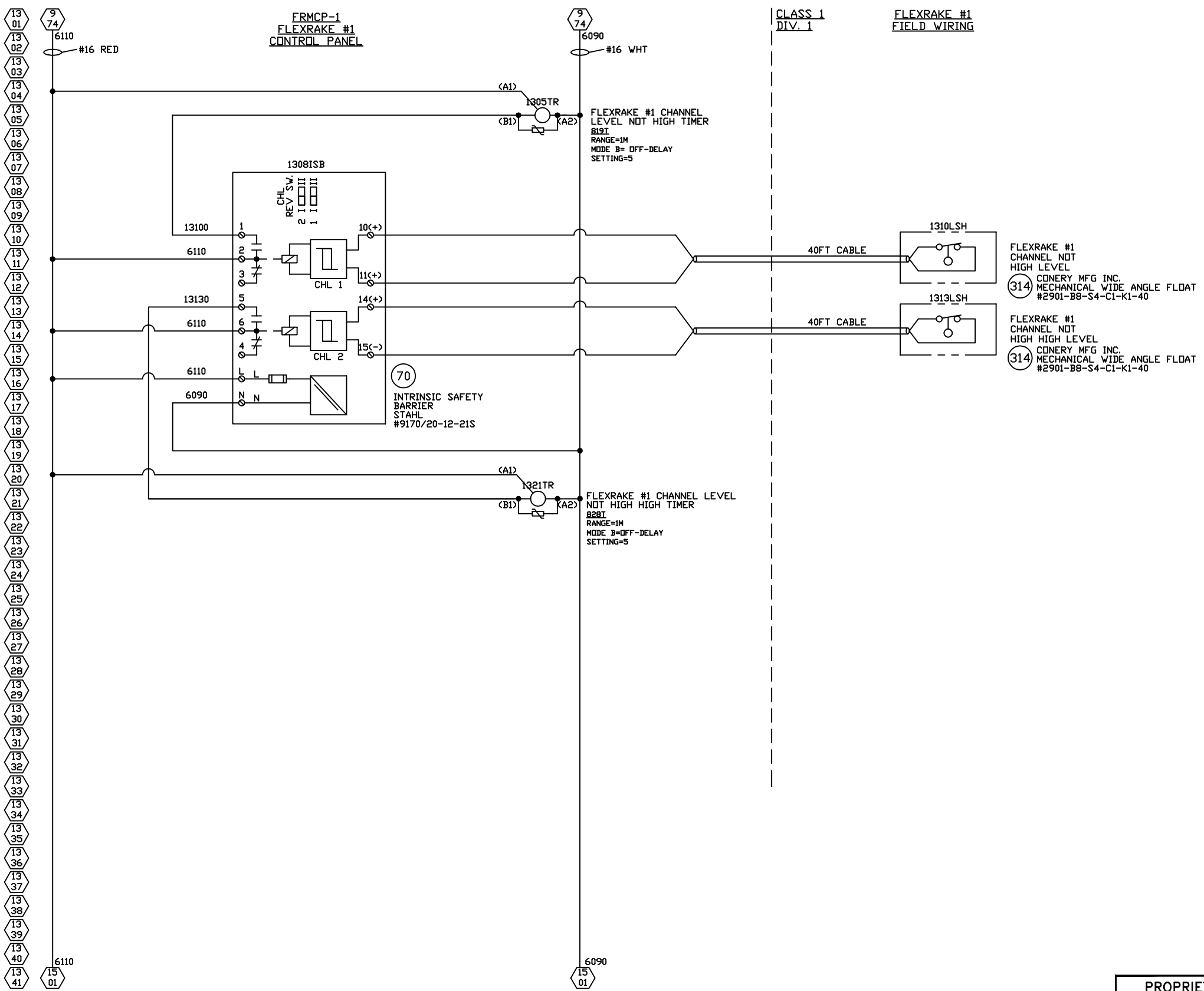
PART NAME
**FIELD/INTERLOCK WIRING
FLEXRAKE #1 CONTROL**

SIZE FSQM NO. DWG. NO. 2657V2C012
SCALE NONE SHEET 12 OF 32

PROPRIETARY

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REVISIONS			
REV	DESCRIPTION	DATE	REVISED APPROVED
1	REVISED FOR FAB - NO CHANGES	9/27/13	CAM MPS
3	REVISED FOR AB - NO CHANGES	11/20/13	CAM MPS
4	REVISED FOR AI - NO CHANGES	9/20/23	KA DUP



AS INSTALLED

DIMENSIONING & TOLERANCING IN
ACCORDANCE WITH ANSI Y14.5M-1982

TOLERANCES - UNLESS
OTHERWISE SPECIFIED

.X = ±0.03
.XX = ±0.01
.XXX = ±0.005
ANGULAR = ±0.1°



DRAWN	DATE
KR	8/26/13
CHECKED	DATE
CAM	8/29/13
APPROVED	DATE
APPROVED	DATE
APPROVED	DATE

SHEET TITLE	
NACOGDOCHES, TX WWTP	
PART NAME FIELD/INTERLOCK WIRING FLEXRAKE #1 CONTROL	
SIZE	REV
D	4
SCALE	SHEET
NONE	13 OF 32

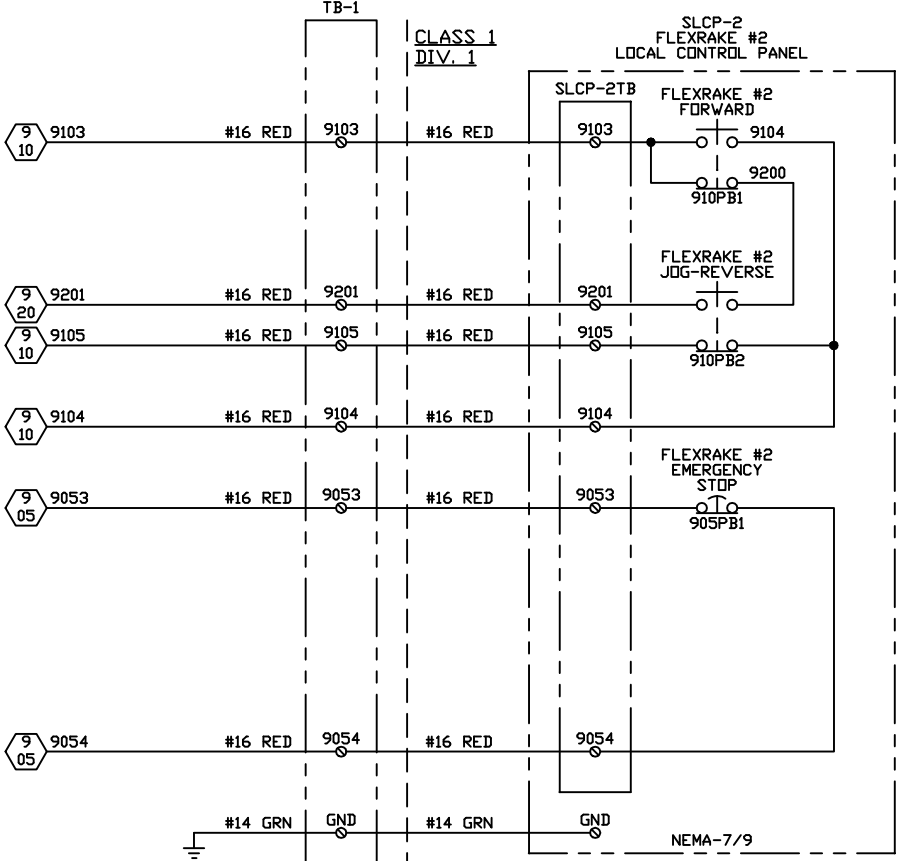
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REVISIONS				
REV	DESCRIPTION	DATE	REVISED	APPROVED
1	REVISED FOR FAB - NO CHANGES	9/27/13	CAM	MPS
3	REVISED FOR AB - NO CHANGES	11/20/13	CAM	MPS
4	REVISED FOR AI - NO CHANGES	9/20/23	KA	DUP

FRMCP-1
FLEXRAKE
CONTROL PANEL

FLEXRAKE #2
FIELD WIRING



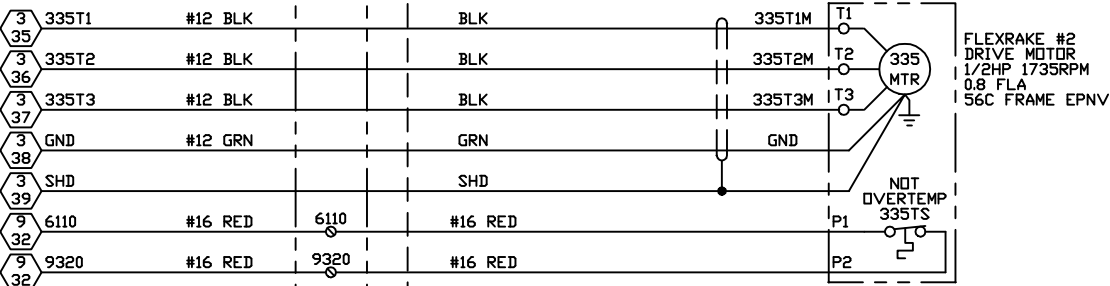
AB #1492-J4
TORQUE:
9.0 IN. LBS.

FRMCP-1
FLEXRAKE
CONTROL PANEL

FLEXRAKE #2
FIELD WIRING

NOTE:
DUPERON RECOMMENDS A VFD RATED MOTOR CABLE
ASSEMBLY TO REDUCE EMI AND TRANSIENTS.
BELDEN #29502 (OR EQUAL).

TERMINATE MOTOR
WIRES DIRECTLY
TO AC TECH VFD



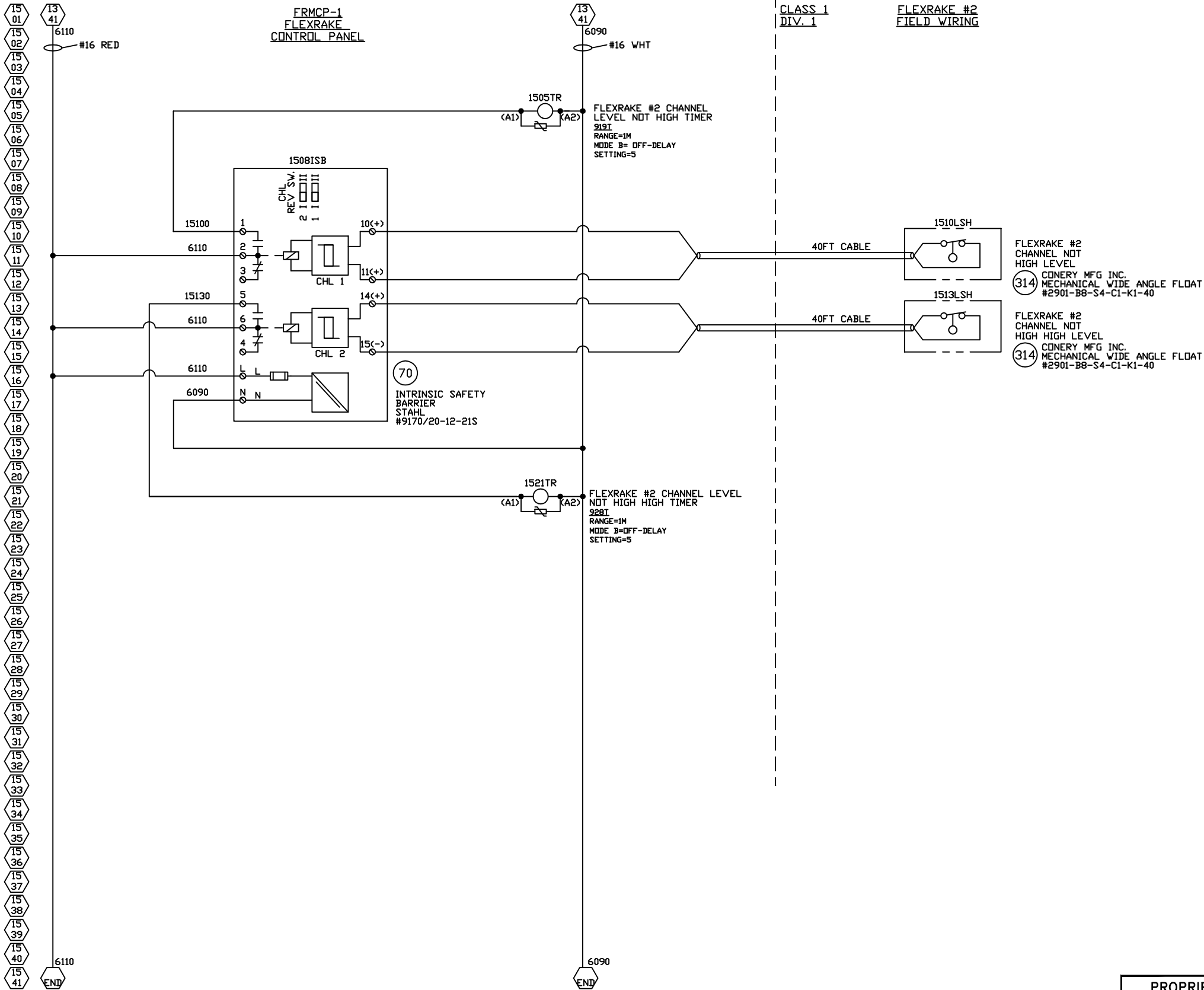
AS INSTALLED

DIMENSIONING & TOLERANCING IN ACCORDANCE WITH ANSI Y14.5M-1982		TOLERANCES - UNLESS OTHERWISE SPECIFIED	
X = ±0.03		X = ±0.01	
X = ±0.005		X = ±0.005	
X = ±0.0005		X = ±0.0005	
ANGULAR = ±0.1°		ANGULAR = ±0.1°	
DRAWN DATE KR 8/26/13		SHEET TITLE NACOGDOCHES, TX WWTP	
CHECKED DATE CAM 8/29/13		PART NAME FIELD/INTERLOCK WIRING FLEXRAKE #2 CONTROL	
APPROVED DATE		APPROVED DATE	
APPROVED DATE		APPROVED DATE	
SIZE D		DWS. NO. 2657V2C014	
SCALE NONE		REV 4	
SHEET 14 OF 32		SHEET 14 OF 32	

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REVISIONS			
REV	DESCRIPTION	DATE	REVISED APPROVED
1	REVISED FOR FAB - NO CHANGES	9/27/13	CAM MPS
3	REVISED FOR AB - NO CHANGES	11/20/13	CAM MPS
4	REVISED FOR AI - NO CHANGES	9/20/23	KA DUP



AS INSTALLED

DIMENSIONING & TOLERANCING IN ACCORDANCE WITH ANSI Y14.5M-1982
TOLERANCES - UNLESS OTHERWISE SPECIFIED
X = ±0.03
XX = ±0.01
XXX = ±0.005
ANGULAR = ±0.1°

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DRAWN KR **DATE** 8/26/13
CHECKED CAM **DATE** 8/29/13
APPROVED _____ **DATE** _____
APPROVED _____ **DATE** _____
APPROVED _____ **DATE** _____

SHEET TITLE
NACOGDOCHES, TX WWTP
PART NAME
FIELD/INTERLOCK WIRING FLEXRAKE #2 CONTROL

SIZE D **FSQM NO.** _____ **DWG. NO.** 2657V2C015 **REV** 4
SCALE NONE **SHEET** 15 OF 32

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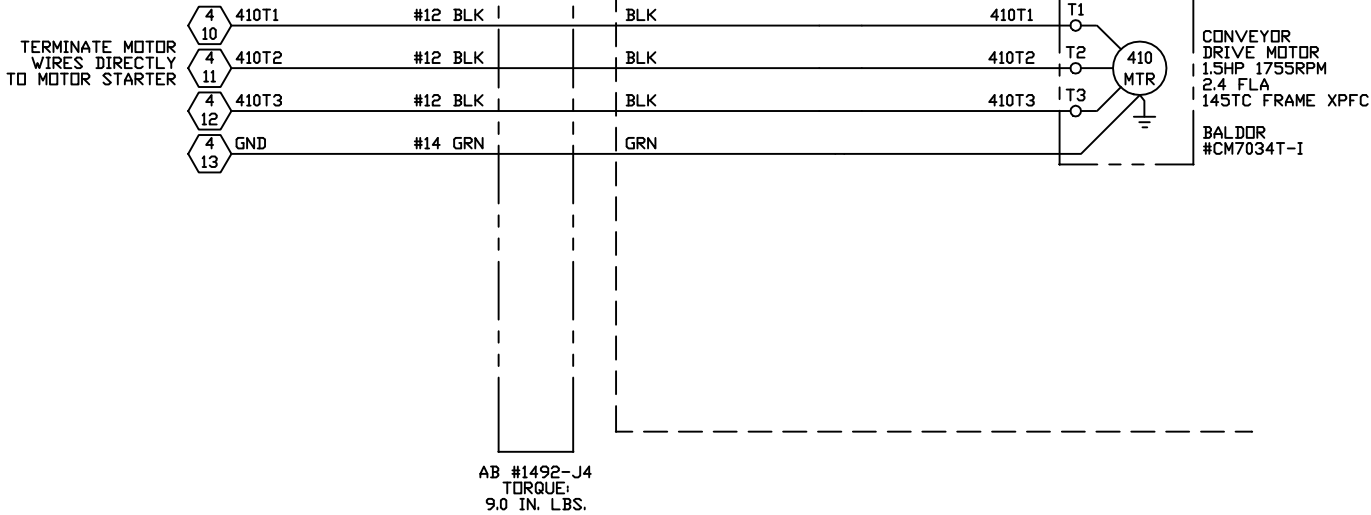
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CCP-1
CONVEYOR MAIN
CONTROL PANEL

CONVEYOR
FIELD WIRING

CLASS 1
DIV. 1

TB-1



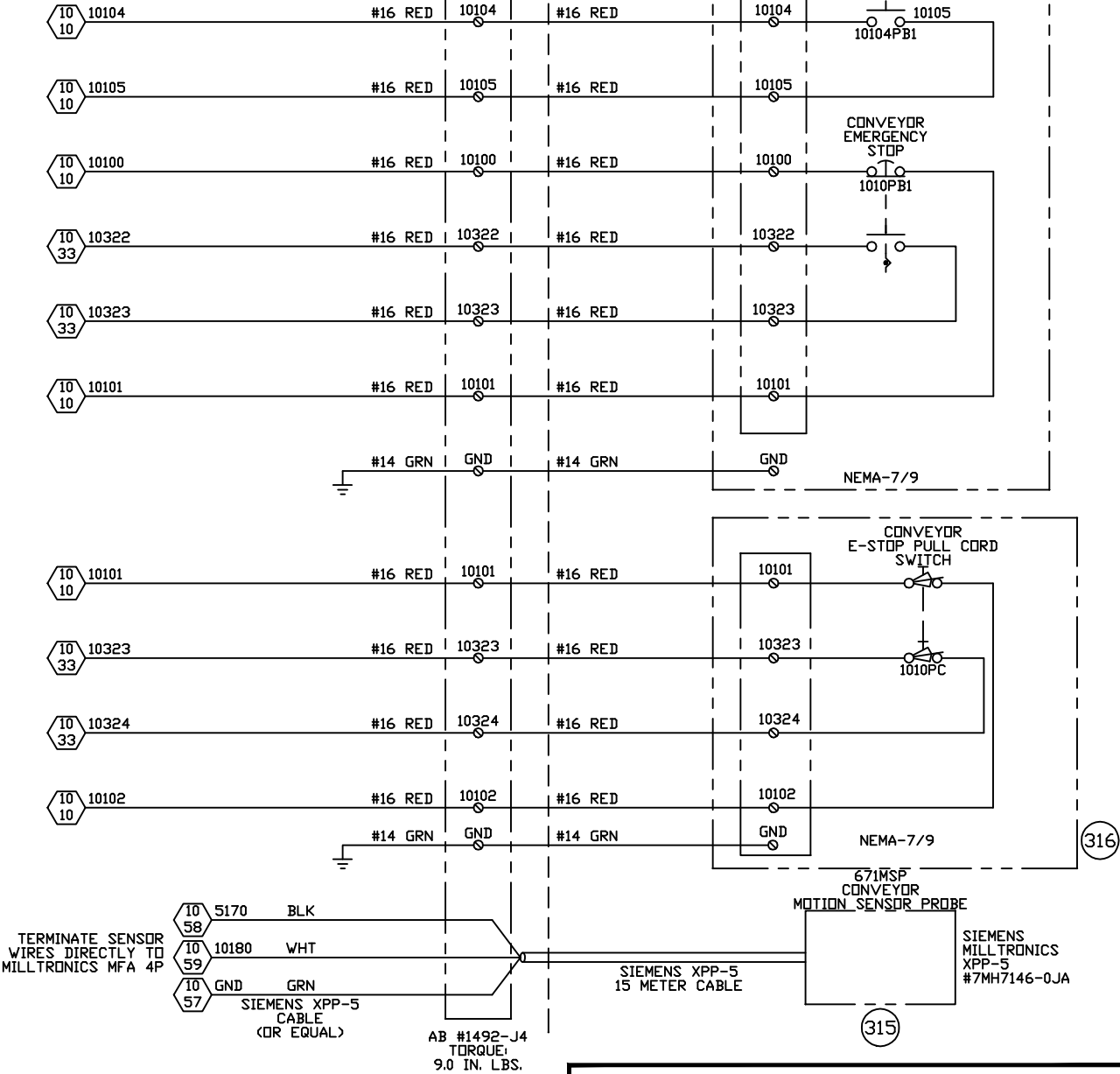
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CCP-1
CONVEYOR MAIN
CONTROL PANEL

C-401
CONVEYOR
FIELD WIRING

CLASS 1
DIV. 1

TB-1



REVISIONS			
REV	DESCRIPTION	DATE	REVISED APPROVED
1	REVISED FOR FAB - NO CHANGES	9/27/13	CAM MPS
3	REVISED FOR AB - NO CHANGES	11/20/13	CAM MPS
4	REVISED FOR AI - NO CHANGES	9/20/23	KA DUP

AS INSTALLED

DIMENSIONING & TOLERANCING IN
ACCORDANCE WITH ANSI Y14.5M-1982

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XXX = ±0.005
ANGULAR = ±0.1°



DRAWN	DATE
KR	8/26/13
CHECKED	DATE
CAM	8/29/13
APPROVED	DATE
APPROVED	DATE

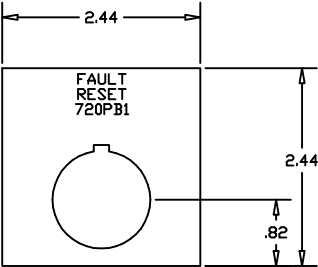
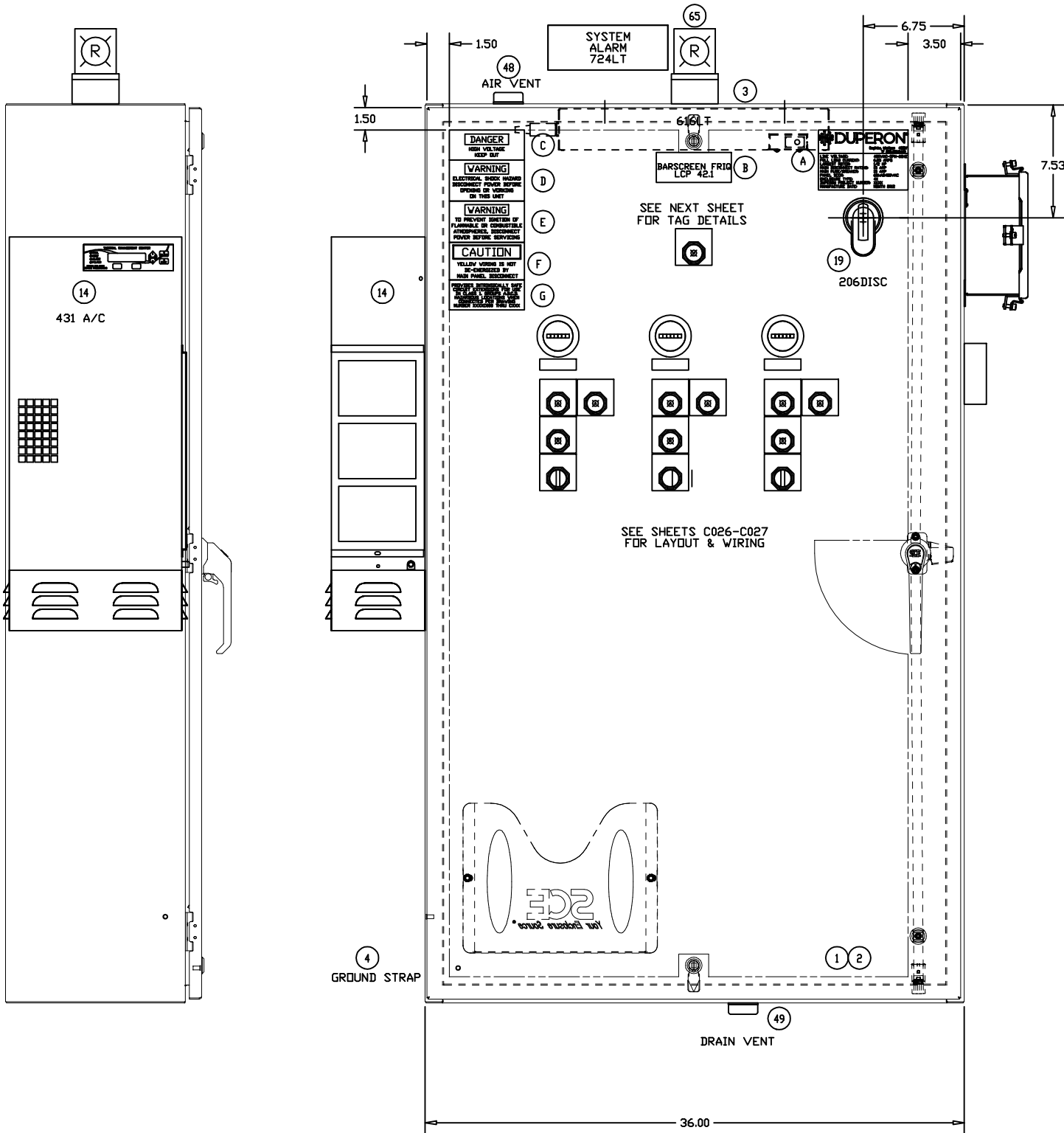
SHEET TITLE	
NACOGDOCHES, TX WWTP	
PART NAME	
CONVEYOR CONTROLS CONVEYOR FIELD WIRING	

SIZE	FSQM NO.	DWG. NO.	REV
D		2657V2C016	4
SCALE	NONE	SHEET 16 OF 32	

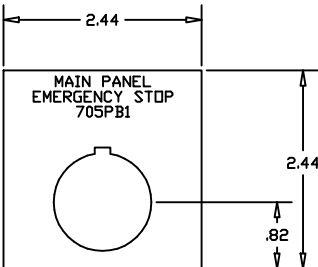
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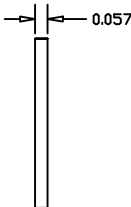
REVISIONS			
REV	DESCRIPTION	DATE	REVISED APPROVED
1	REVISED FOR FAB - NO CHANGES	9/27/13	CAM MPS
3	REVISED FOR AB - NO CHANGES	11/20/13	CAM MPS
4	REVISED FOR AI - NO CHANGES	9/20/23	KA DUP



30.5mm FAULT RESET ID TAG
WHITE W/ .125" BLACK LETTERS



30.5mm E-STOP ID TAG
YELLOW W/ .125" BLACK LETTERS



AS INSTALLED

DIMENSIONING & TOLERANCING IN ACCORDANCE WITH ANSI Y14.5M-1982
TOLERANCES - UNLESS OTHERWISE SPECIFIED
X = ±0.03
XX = ±0.01
XXX = ±0.005
XXXX = ±0.0005
ANGULAR = ±0.1°

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TF 800.383.8479

DRAWN DATE 8/26/13
CHECKED CAM DATE 8/29/13
APPROVED DATE

SHEET TITLE
**NACOGDOCHES, TX
WWTP**

APPROVED DATE
APPROVED DATE

PART NAME
**MAIN ENCLOSURE LAYOUT
FRONT & SIDE VIEWS**

SIZE D
SCALE NONE

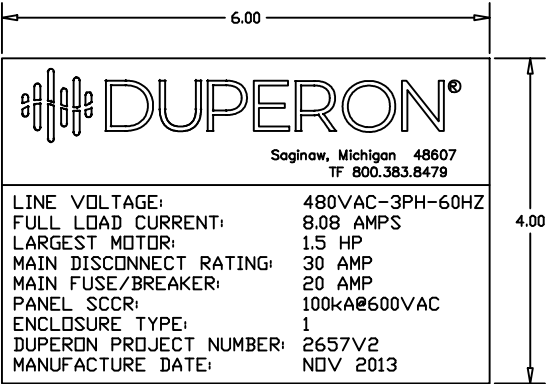
FSQM NO. 2657V2C020
DWG. NO. 2657V2C020
REV 4
SHEET 20 OF 32

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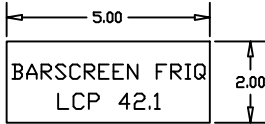
REVISIONS			
REV	DESCRIPTION	DATE	REVISED APPROVED
1	REVISED FOR FAB - NO CHANGES	9/27/13	CAM MPS
3	REVISED FOR AB - UPDATED UL TAG	11/20/13	CAM MPS
4	REVISED FOR AI - UPDATED MAIN & PANEL TAGS	9/20/23	KA DUP

PANEL IDENTIFICATION TAGS
WHITE W/ BLUE LETTERS



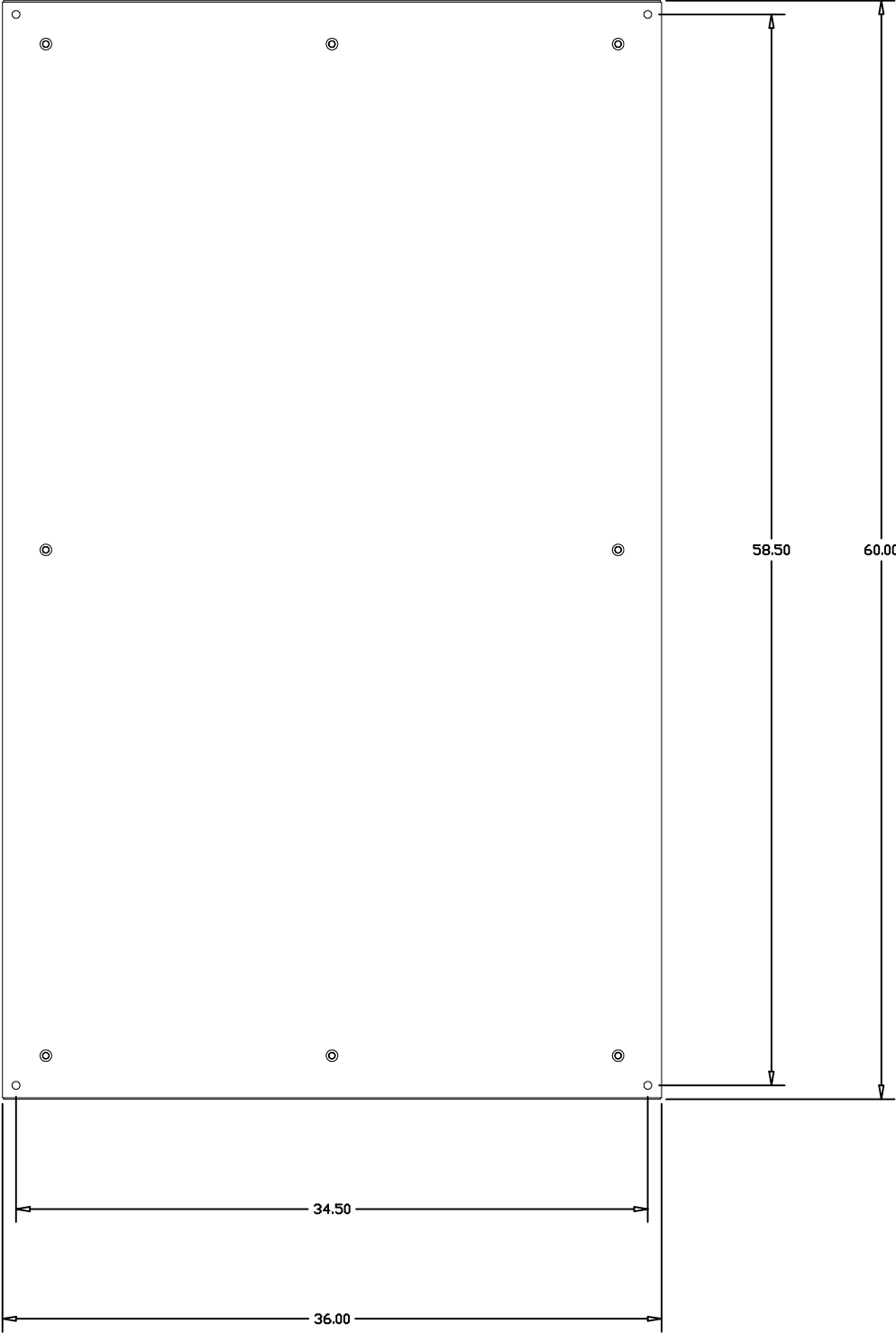
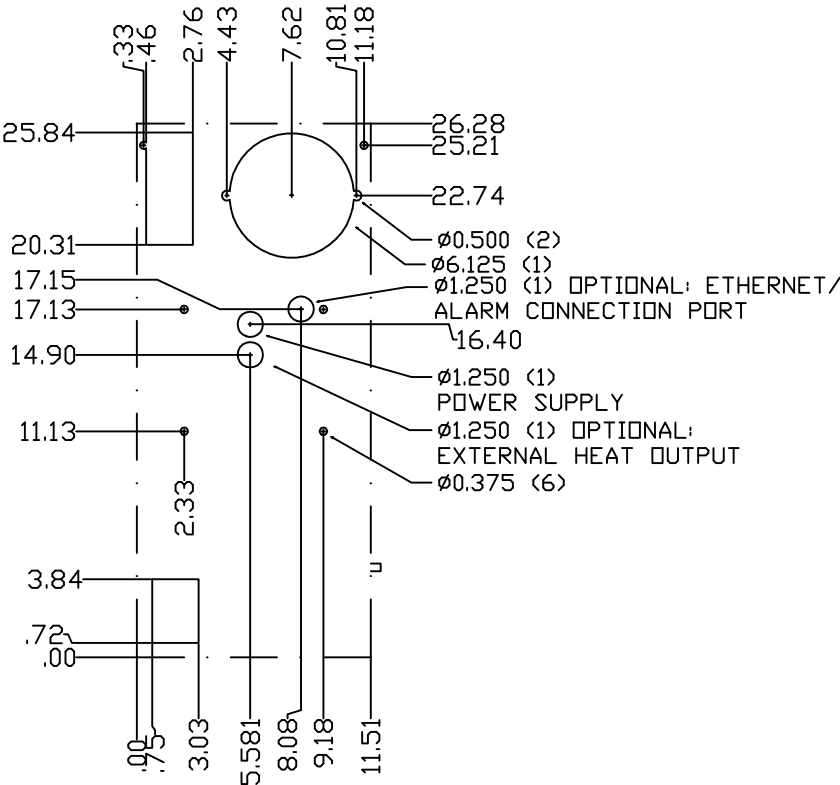
(A)

PANEL IDENTIFICATION TAGS
WHITE W/ BLACK LETTERS



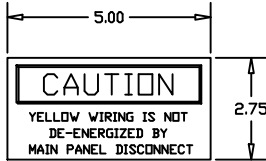
(B)

IQ1200VS
IQ1500VS
IQ1800VS
480-400VAC
CUTOUT DRAWING



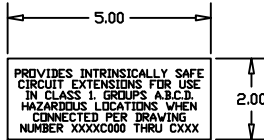
MAIN ENCLOSURE W/DOOR HARDWARE
NEMA-4X 304 S.S.
SCE #SCE-60EL3612SSLPL
60.00"H X 36.00"W X 12.00"D

PANEL WARNING TAGS
YELLOW W/ BLACK LETTERS



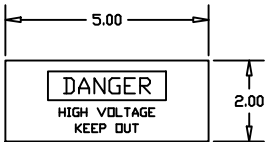
(M)

PANEL WARNING TAGS
WHITE W/ BLACK LETTERS

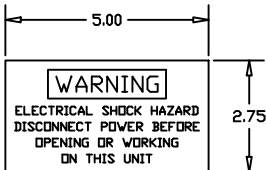


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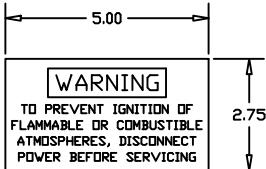
PANEL WARNING TAGS
RED W/ WHITE LETTERS



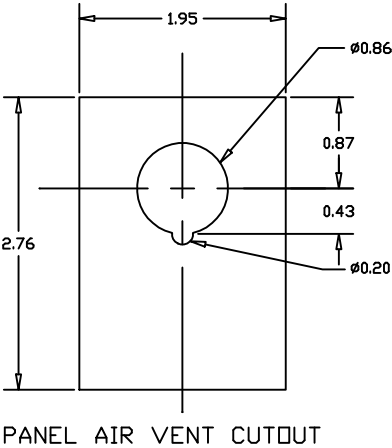
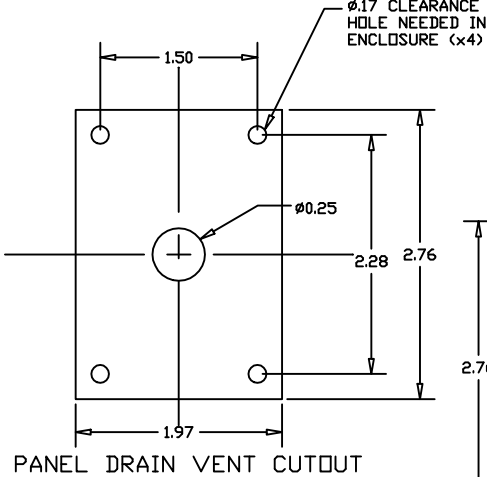
(D)



(E)



(F)



AS INSTALLED

DIMENSIONING & TOLERANCING IN
ACCORDANCE WITH ANSI Y14.5M-1982

TOLERANCES - UNLESS
OTHERWISE SPECIFIED

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XX = ±0.01
XXX = ±0.005
XXXX = ±0.0005
ANGULAR = ±0.1°



DRAWN DATE 8/26/13
CHECKED CAM DATE 8/29/13
APPROVED DATE

SHEET TITLE
**NACOGDOCHES, TX
WWTP**

APPROVED DATE
APPROVED DATE

PART NAME
**MAIN ENCLOSURE LAYOUT
REAR VIEW**

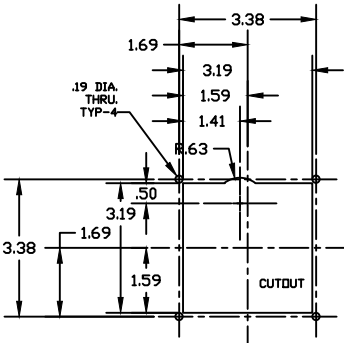
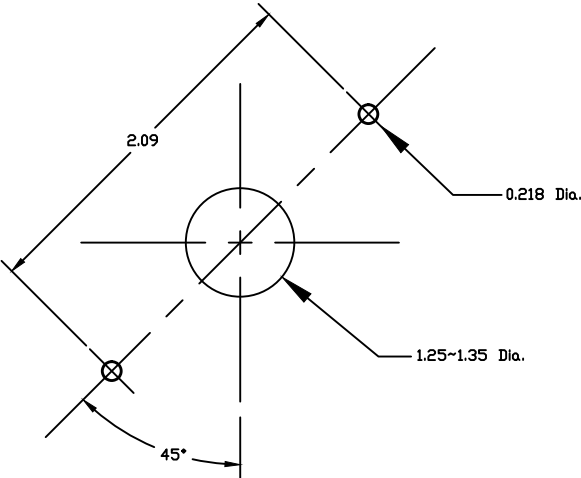
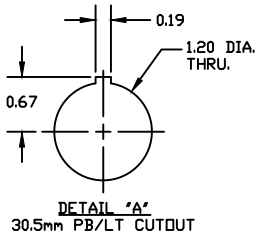
SIZE D
SCALE NONE

FSCM NO.
DWS. NO. 2657V2C021
REV 4
SHEET 21 OF 32

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REVISIONS				
REV	DESCRIPTION	DATE	REVISED	APPROVED
1	REVISED FOR FAB - NO CHANGES	9/27/13	CAM	MPS
3	REVISED FOR AB - NO CHANGES	11/20/13	CAM	MPS
4	REVISED FOR AI - NO CHANGES	9/20/23	KA	DUP



DETAIL "C"
CUTOUT FOR
FEDERAL SIGNAL #350TR

AS INSTALLED

DIMENSIONING & TOLERANCING IN
ACCORDANCE WITH ANSI Y14.5M-1982

TOLERANCES - UNLESS
OTHERWISE SPECIFIED

FRACTIONAL DECIMALS

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TF 800.383.8479

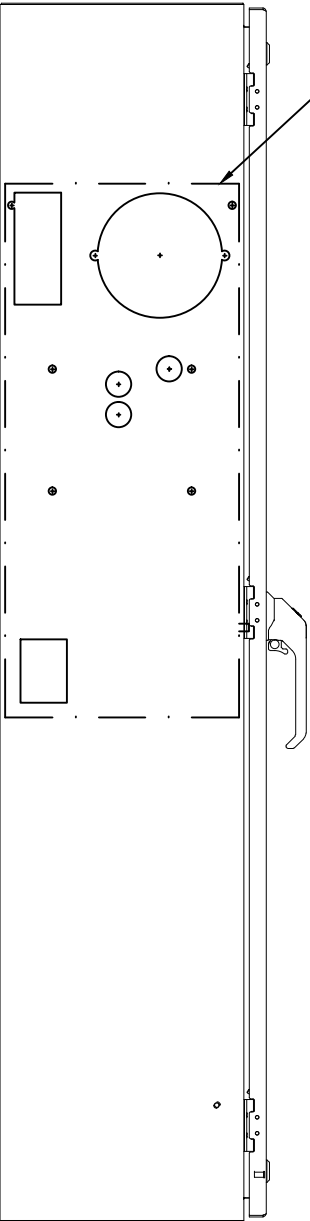
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KR 8/26/13
CHECKED DATE
CAM 8/29/13
APPROVED DATE

APPROVED DATE
APPROVED DATE

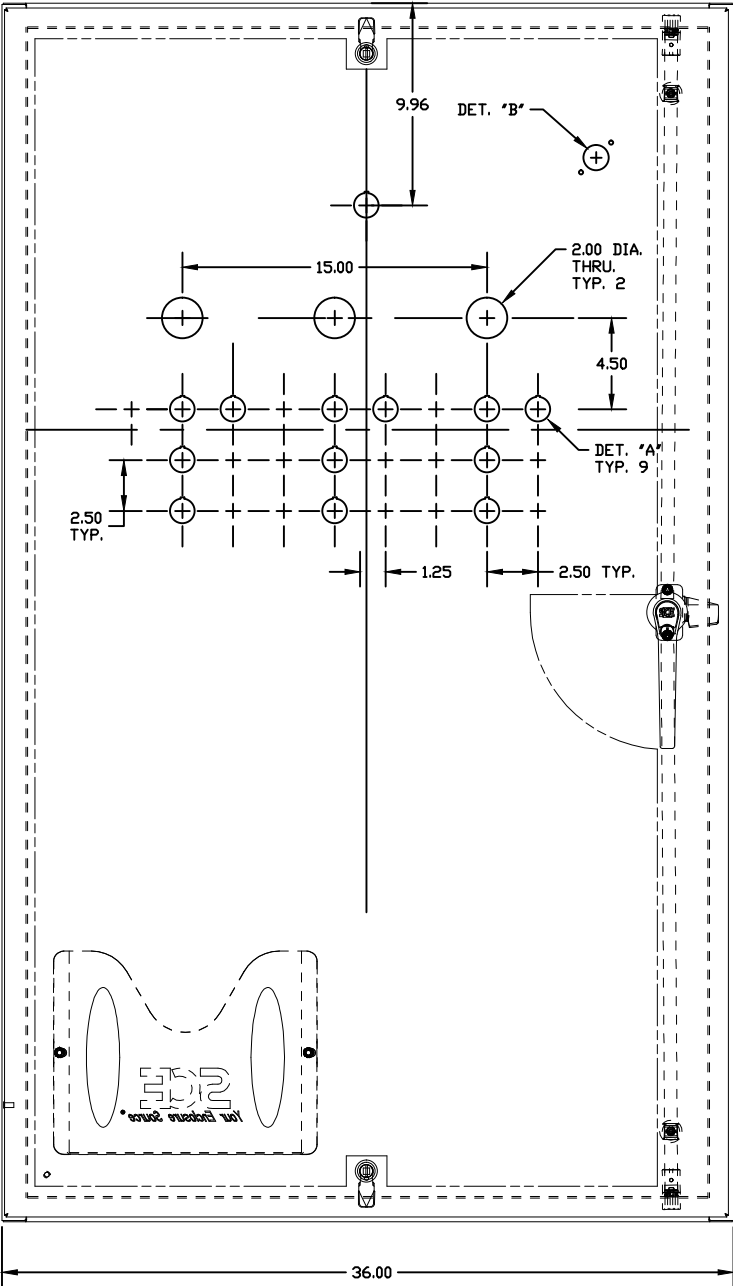
SIZE FSCM NO. DWG. NO. 2657V2C023
D SCALE NONE SHEET 23 OF 32

PROPRIETARY

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CONSENT OF DUPERON CORPORATION - SAGINAW, MI, USA

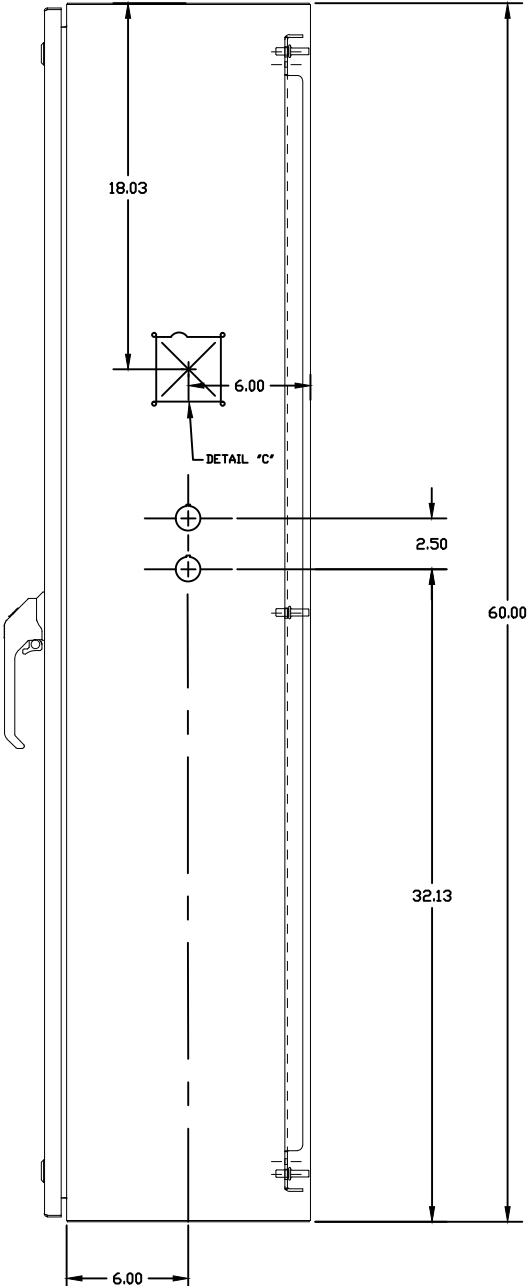


SEE DETAIL "E"
SHEET 21

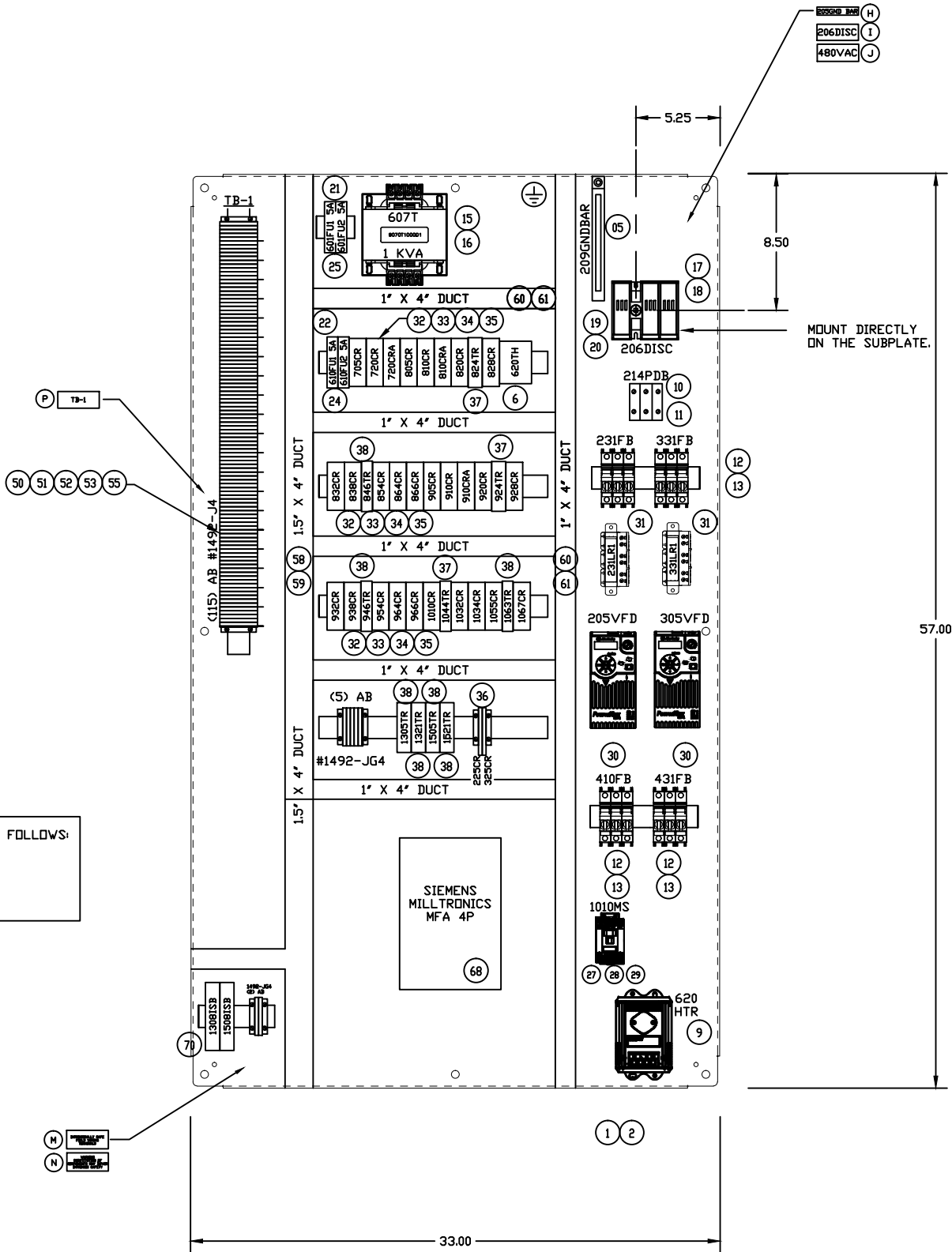


MAIN ENCLOSURE W/DOOR HARDWARE
NEMA-4X 304 S.S.
SCE #SCE-60EL3612SSLPL
60.00"H X 36.00"W X 12.00"D

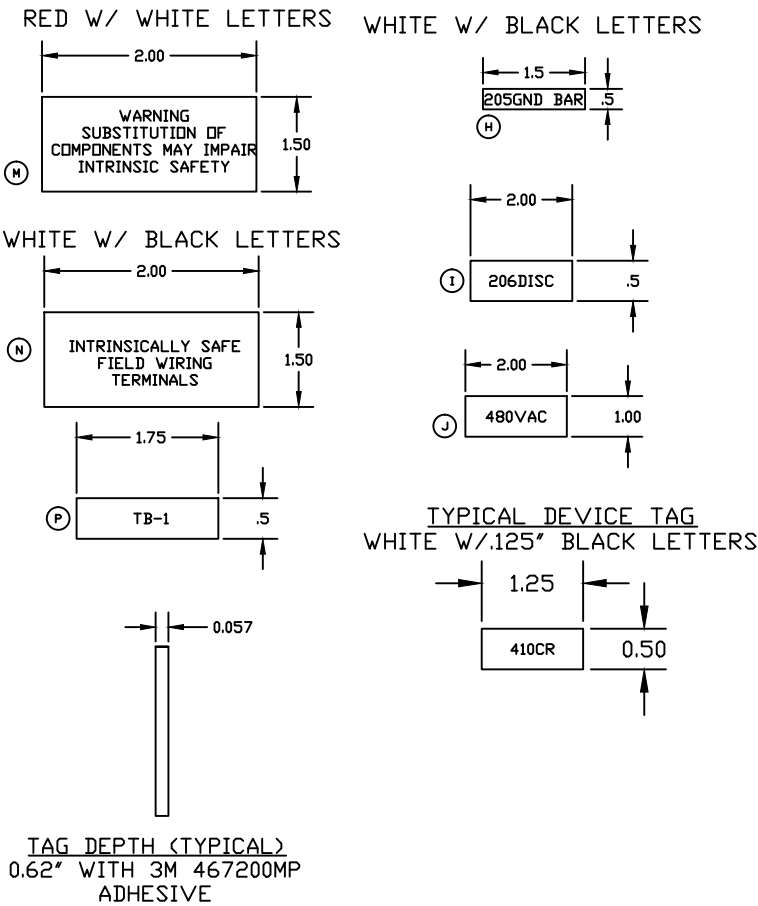
SURPLATE
SCE #SCE-60P36
57.00"H X 33.00"W X 0.88"D



REVISIONS				
REV	DESCRIPTION	DATE	REVISED	APPROVED
1	REVISED FOR FAB - NO CHANGES	9/27/13	CAM	MPS
3	REVISED FOR AB - NO CHANGES	11/20/13	CAM	MPS
4	REVISED FOR AI - ADDED 231,331 LINE REACTORS,	9/20/23	KA	DUP
620 HEATER, 205,305 VFD				



NOTE: MAINTAIN MINIMUM WIRING SEPARATION AS FOLLOWS:
INTRINSICALLY SAFE FIELD TERMINALS TO:
A. NON-INTRINSIC FIELD TERMINALS=8.00'
B. NON-INTRINSIC CIRCUITS=5.00'
INTRINSICALLY SAFE WIRING TO:
A. NON-INTRINSIC CIRCUITS=2.00'



MAIN ENCLOSURE W/DOOR HARDWARE
NEMA-4X 304 S.S.
SCE #SCE-60EL3612SSLPPL
60.00"H X 36.00"W X 12.00"D

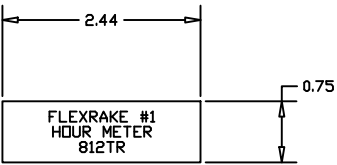
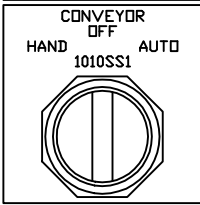
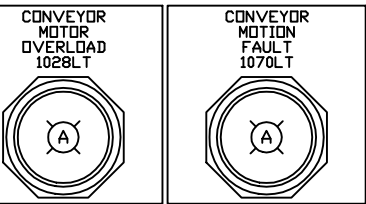
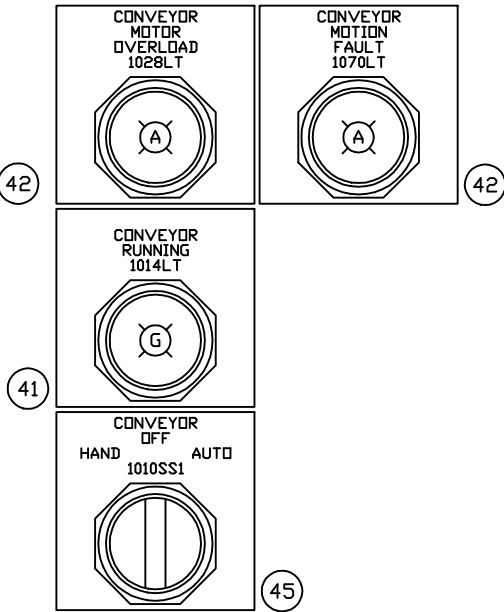
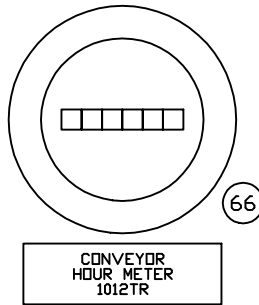
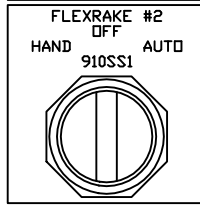
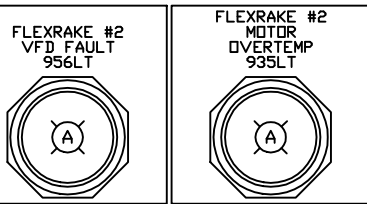
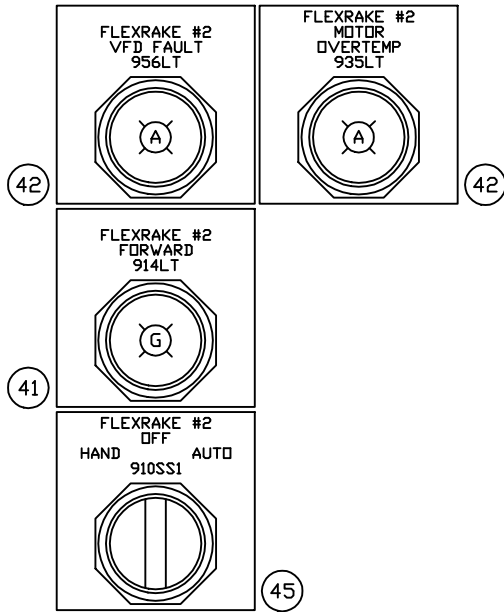
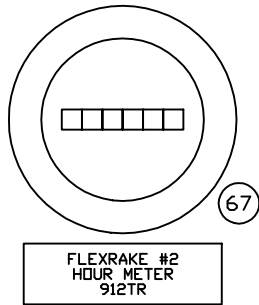
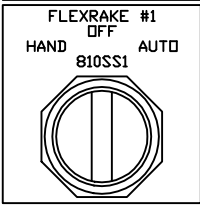
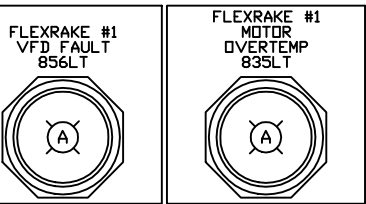
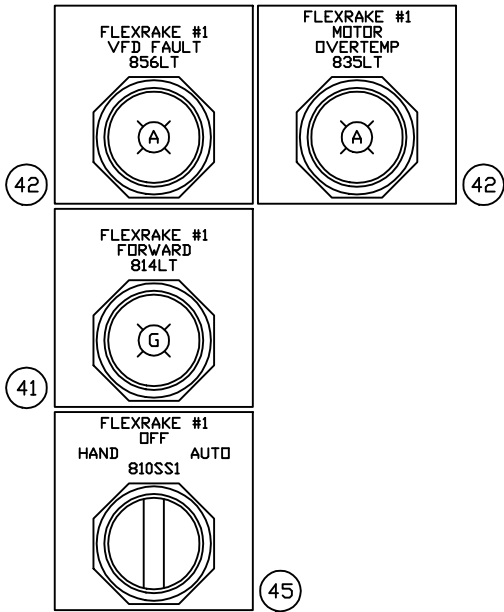
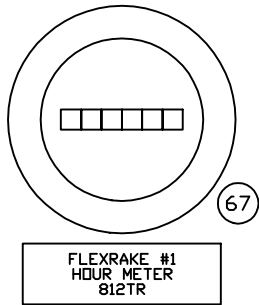
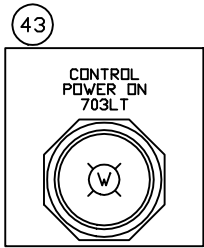
SUBPLATE
SCE #SCE-60P36
57.00"H X 33.00"W X 0.88"D

PROPRIETARY

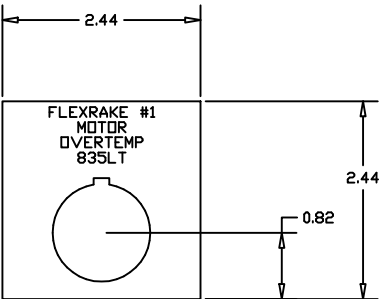
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AS INSTALLED				
DIMENSIONING & TOLERANCING IN ACCORDANCE WITH ANSI Y14.5M-1982		DUPERON®		
TOLERANCES - UNLESS OTHERWISE SPECIFIED		Saginaw, Michigan 48607 TF 800.383.8479		
DRAWN	DATE	SHEET TITLE		
KR	8/26/13	NACOGDOCHES, TX		
CHECKED	DATE	WWTP		
CAM	8/29/13	PART NAME		
APPROVED	DATE	MAIN ENCLOSURE		
APPROVED	DATE	SUBPLATE LAYOUT		
SIZE	FSCM NO.	DWG. NO.	REV	
D		2657V2C024	4	
SCALE	NONE	SHEET 24 OF 32		

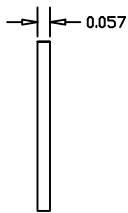
REVISIONS			
REV	DESCRIPTION	DATE	REVISED APPROVED
1	REVISED FOR FAB - NO CHANGES	9/27/13	CAM MPS
3	REVISED FOR AB - NO CHANGES	11/20/13	CAM MPS
4	REVISED FOR AI - UPDATED ITEM BUBBLE REFS	9/20/23	KA DUP



TYPICAL DEVICE ID TAG
WHITE W/ .125" BLACK LETTERS



TYPICAL 30.5mm ID TAG
WHITE W/ .125" BLACK LETTERS



TAG DEPTH (TYPICAL)
0.62" WITH 3M 467200MP ADHESIVE

MAIN ENCLOSURE-FRONT PANEL LAYOUT
SEE NEXT SHEET FOR DEVICE WIRING

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AS INSTALLED

DIMENSIONING & TOLERANCING IN
ACCORDANCE WITH ANSI Y14.5M-1982

TOLERANCES - UNLESS
OTHERWISE SPECIFIED

X = ±0.03
XX = ±0.01
XXX = ±0.005
XXXX = ±0.0005
ANGULAR = ±0.5°

DRAWN DATE
KR 8/26/13

CHECKED DATE
CAM 8/29/13

APPROVED DATE

APPROVED DATE

Saginaw, Michigan 48607
TF 800.383.8479

SHEET TITLE
**NACOGDOCHES, TX
WWTP**

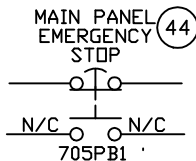
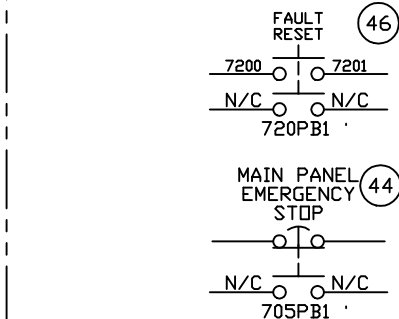
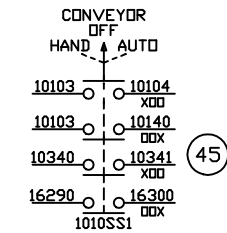
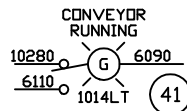
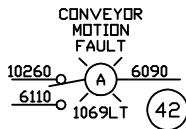
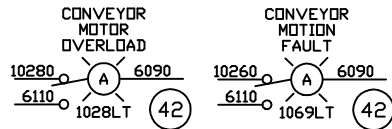
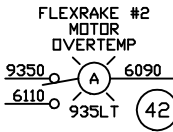
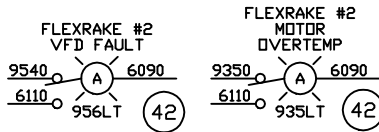
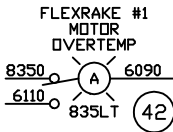
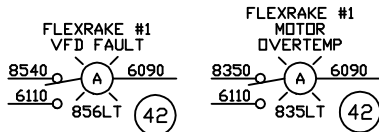
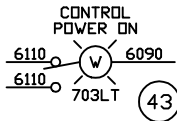
PART NAME
**MAIN ENCLOSURE
FRONT PB & LT DETAIL**

SIZE D FSCM NO. DWG. NO. 2657V2C026
SCALE NONE

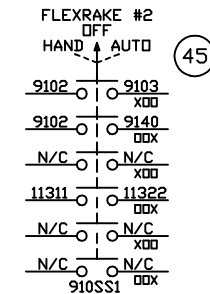
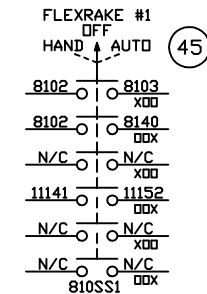
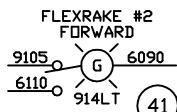
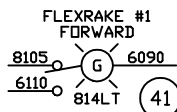
REV 4

SHEET 26 OF 32

REVISIONS			
REV	DESCRIPTION	DATE	REVISED APPROVED
1	REVISED FOR FAB - NO CHANGES	9/27/13	CAM MPS
3	REVISED FOR AB - NO CHANGES	11/20/13	CAM MPS
4	REVISED FOR AI - UPDATED ITEM BUBBLE REFS	9/20/23	KA DUP



LOCATED IN RH SIDE OF MAIN ENCLOSURE



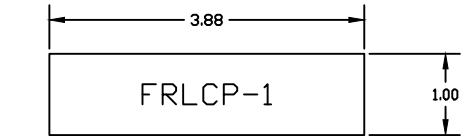
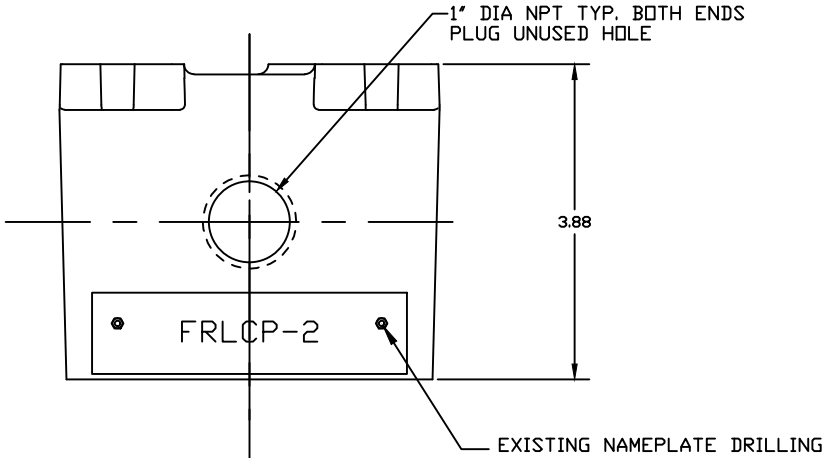
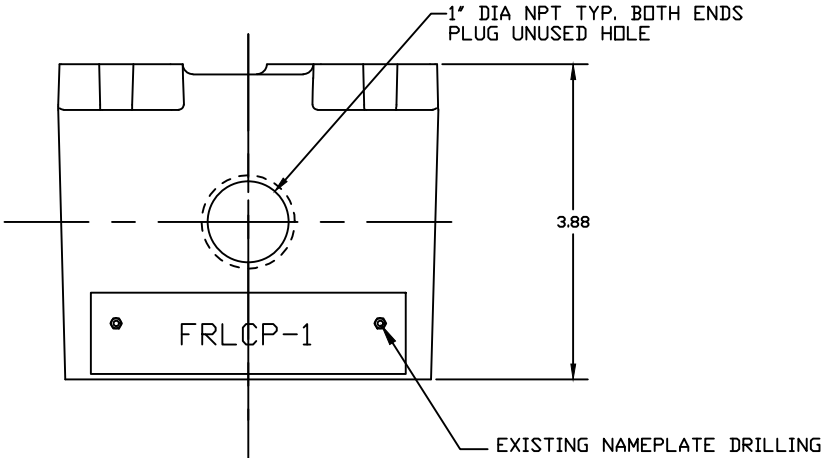
MAIN ENCLOSURE-PB/LT DEVICE WIRING

PROPRIETARY

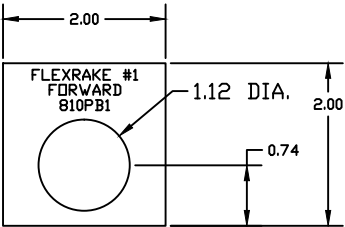
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TOLERANCES - UNLESS OTHERWISE SPECIFIED		Saginaw, Michigan 48607 TF 800.383.8479	
X = ±0.03 XX = ±0.01 XXX = ±0.005 ANGULAR = ±0.1°			
DRAWN	DATE	SHEET TITLE	
KR	8/26/13	NACOGDOCHES, TX WWTP	
CHECKED	DATE		
CAM	8/29/13		
APPROVED	DATE		
APPROVED	DATE		
		PART NAME	
		MAIN ENCLOSURE FRONT DOOR PB/LT WIRING	
SIZE	FSQM NO.	DWG. NO.	REV
D		2657V2C027	4
SCALE NONE		SHEET 27 OF 32	

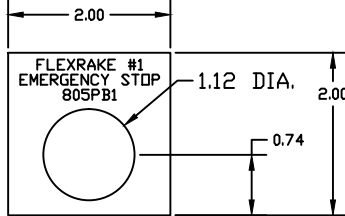
REVISIONS			
REV	DESCRIPTION	DATE	REVISED APPROVED
1	REVISED FOR FAB - NO CHANGES	9/27/13	CAM MPS
3	REVISED FOR AB - NO CHANGES	11/20/13	CAM MPS
4	REVISED FOR AI - NO CHANGES	9/20/23	KA DUP



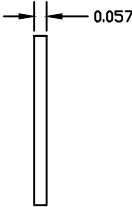
LOCAL CONTROL PANEL ID TAG
WHITE W/ .25" BLACK LETTERS



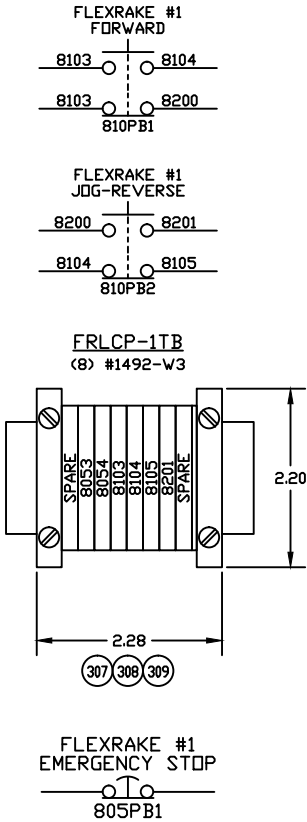
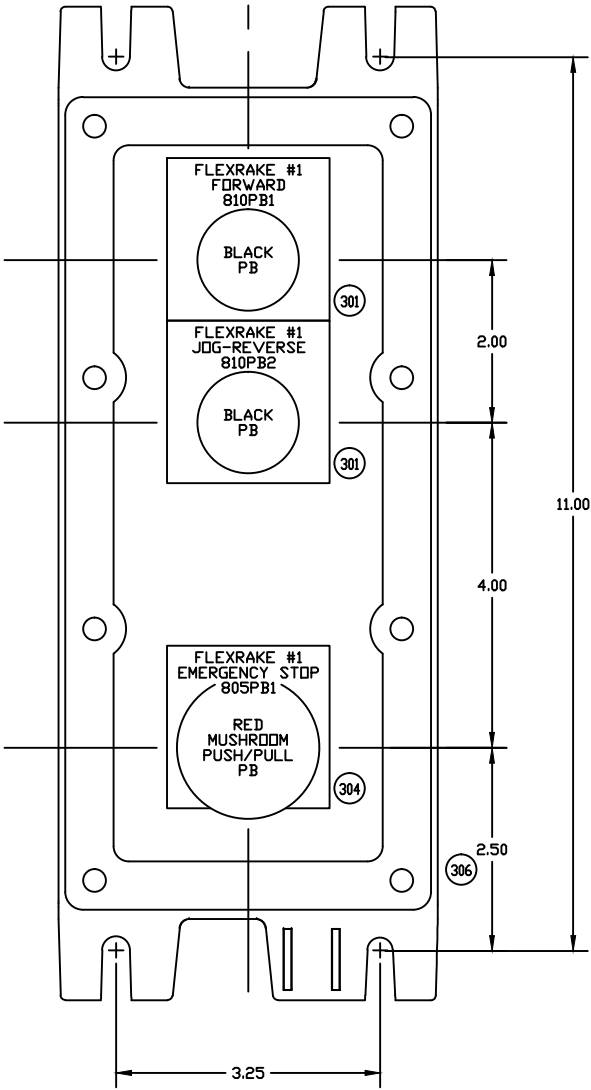
TYPICAL NEMA-7 ID TAGS
WHITE W/ .125" BLACK LETTERS



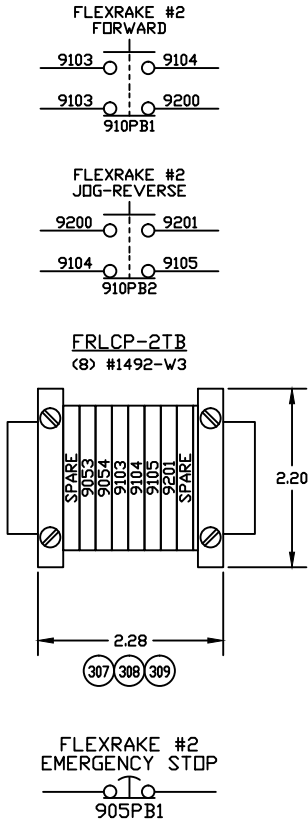
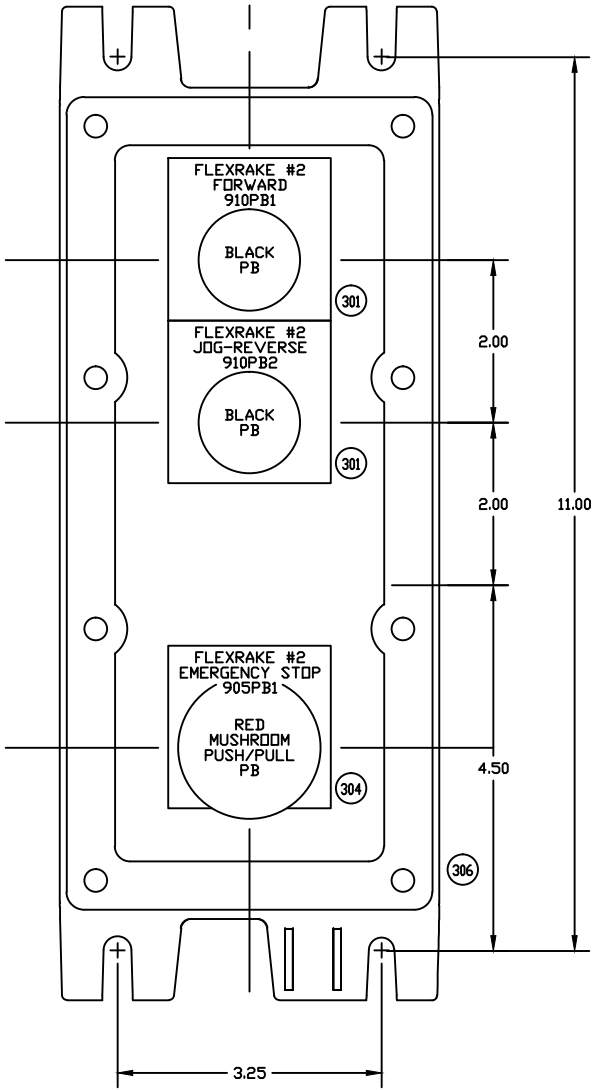
TYPICAL NEMA-7 ID TAGS
YELLOW W/ .125" BLACK LETTERS



TAG DEPTH (TYPICAL)
0.62" WITH 3M 467200MP ADHESIVE



FRLCP-1
FLEXRAKE #1
LOCAL CONTROL PANEL
NEMA-4/7/9

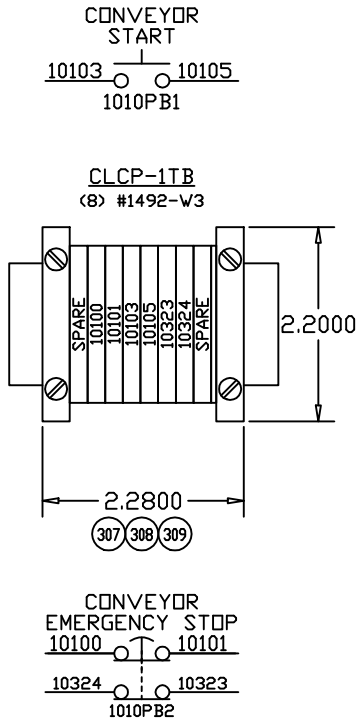
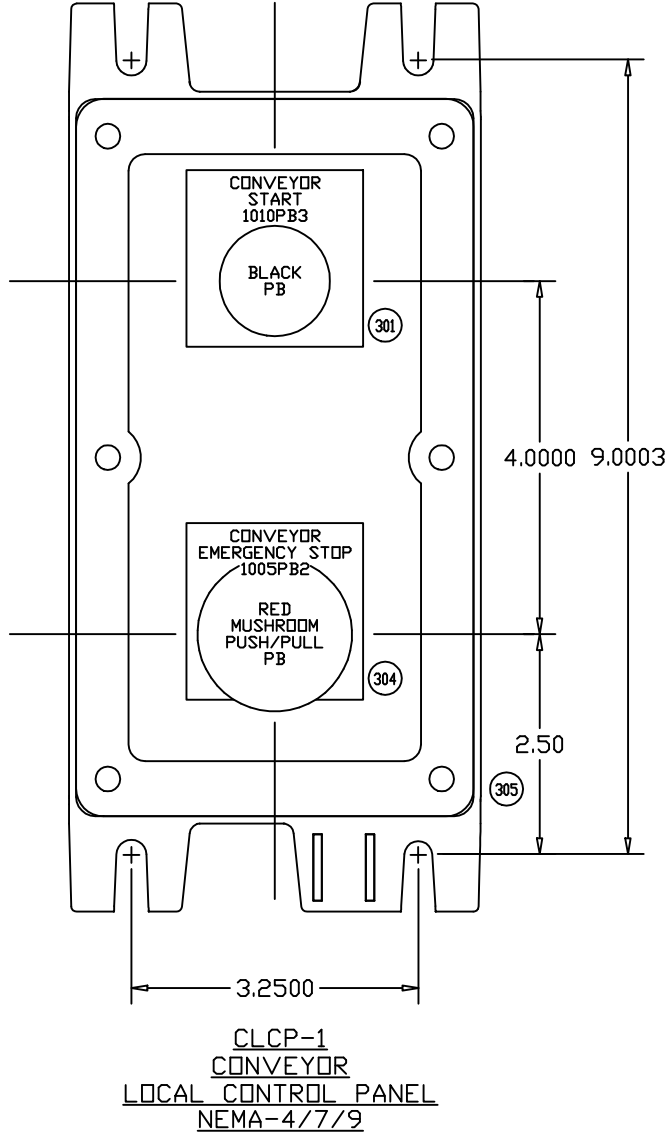
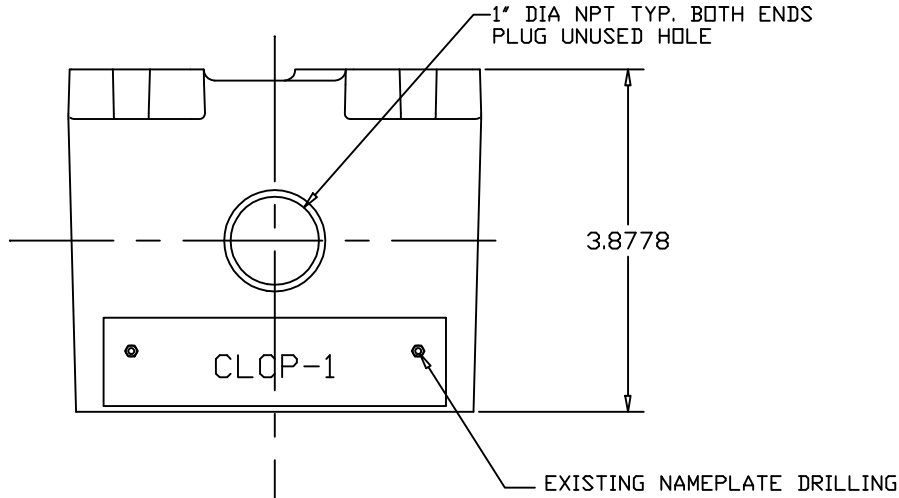


FRLCP-2
FLEXRAKE #2
LOCAL CONTROL PANEL
NEMA-4/7/9

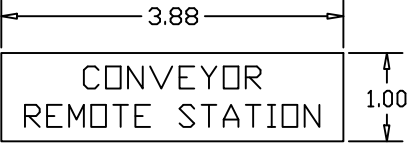
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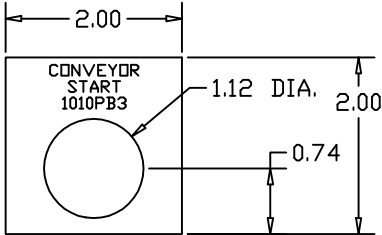
AS INSTALLED			
DIMENSIONING & TOLERANCING IN ACCORDANCE WITH ANSI Y14.5M-1982 TOLERANCES - UNLESS OTHERWISE SPECIFIED .X = ±0.03 .XX = ±0.01 .XXX = ±0.005 .XXXX = ±0.0005 ANGULAR = ±0.5°		 Saginaw, Michigan 48607 TF 800.383.8479	
DRAWN KR 8/26/13	DATE 8/26/13	SHEET TITLE NACOGDOCHES, TX WWTP	
CHECKED CAM 8/29/13	DATE 8/29/13	PART NAME LOCAL CONTROL PANELS LAYOUT AND WIRING	
APPROVED APPROVED	DATE DATE	SIZE D	FSCM NO. DWS. NO. 2657V2C029
SCALE NONE		REV 4	
SHEET 29 OF 32			



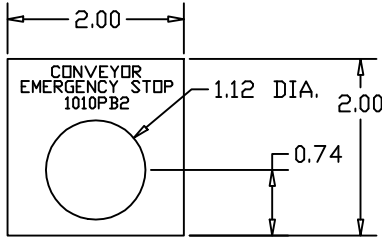
REVISIONS			
REV	DESCRIPTION	DATE	REVISED APPROVED
1	REVISED FOR FAB - NO CHANGES	9/27/13	CAM MPS
3	REVISED FOR AB - NO CHANGES	11/20/13	CAM MPS
4	REVISED FOR AI - NO CHANGES	9/20/23	KA DUP



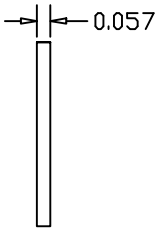
LOCAL CONTROL PANEL ID TAG
WHITE W/ .25" BLACK LETTERS



TYPICAL NEMA-7/9 ID TAGS
WHITE W/ .125" BLACK LETTERS



TYPICAL NEMA-7/9 ID TAGS
YELLOW W/ .125" BLACK LETTERS



TAG DEPTH (TYPICAL)
0.62" WITH 3M 467200MP
ADHESIVE

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AS INSTALLED			
DIMENSIONING & TOLERANCING IN ACCORDANCE WITH ANSI Y14.5M-1982 TOLERANCES - UNLESS OTHERWISE SPECIFIED X = .003 XX = .001 XXX = .0005 ANGULAR = .01°		 Saginaw, Michigan 48607 TF 800.383.8479	
DRAWN KR	DATE 8/26/13	SHEET TITLE NACOGDOCHES, TX WWTP	
CHECKED CAM	DATE 8/29/13	PART NAME CONVEYOR CONTROLS LOCAL CONTROL PANEL	
APPROVED	DATE	SIZE D	FSQM NO. 2657V2C030
APPROVED	DATE	SCALE NONE	REV 4
		SHEET 30 OF 32	

AS INSTALLED				
DIMENSIONING & TOLERANCING IN ACCORDANCE WITH ANSI Y14.5M-1982 TOLERANCES - UNLESS OTHERWISE SPECIFIED .X = ±0.03 .XX = ±0.01 .XXX = ±0.005 .XXXX = ±0.0005 ANGULAR = ±0.5°		 Saginaw, Michigan 48607 TF 800.383.8479		
DRAWN KR 8/26/13		SHEET TITLE		
CHECKED CAM 8/29/13		NACOGDOCHES, TX WWTP		
APPROVED DATE				
APPROVED DATE		PART NAME		
APPROVED DATE		BILL OF MATERIALS PANEL MOUNTED COMPONENTS		
SIZE D		FSCM NO.	DWG. NO. 2657V2C031	REV 4
SCALE NONE		SHEET 31 OF 32		

DET. 40	QTY.	MANUFACTURER	PART No.	DESCRIPTION
41	3	ALLEN BRADLEY	800H-PRTH16G	PILOT LIGHT, PUSH-TO-TEST, 120VAC, GREEN LED, NEMA-4/4X/13 REPLACEMENT LAMP #800T-N318G
42	6	ALLEN BRADLEY	800H-PRTH16A	PILOT LIGHT, PUSH-TO-TEST, 120VAC, AMBER LED, NEMA-4/4X/13 REPLACEMENT LAMP #800T-N318A
43	1	ALLEN BRADLEY	800H-PRTH16W	PILOT LIGHT, PUSH-TO-TEST, 120VAC, WHITE LED, NEMA-4/4X/13 REPLACEMENT LAMP #800T-N318W
44	1	ALLEN BRADLEY	800H-FRXT6A5	PUSHBUTTON, RED MUSHROOM, PUSH-PULL TWIST RELEASE, 2-NCLB CONTACTS, NEMA-4/4X/13
45	3	ALLEN BRADLEY	800H-JR2B	SELECTOR SWITCH, 3-POSITION, MAINTAINED, (3) 1-N. O. /1-N. C. CONTACT BLOCKS, NEMA-4/4X/13
46	1	ALLEN BRADLEY	800H-AP2B	PUSHBUTTON, BLACK FLUSH, 2ND-2NC CONTACTS, NEMA4/4X/13
47				
48	1	SCE	SCE-BV4XKIT	PANEL AIR VENT
49	1	SCE	SCE-DV4XKIT	PANEL DRIAN VENT
50	120	ALLEN BRADLEY	1492-J4	TERMINAL, IEC, 600V AC/DC, 35A, GREY
51	4	ALLEN BRADLEY	1492-EBJ3	END BARRIER, IEC, FOR 1492-J4, GREY
52	8	ALLEN BRADLEY	1492-EAJ35	END ANCHOR, IEC, NORMAL DUTY
53	7	ALLEN BRADLEY	1492-JG4	TERMINAL, GROUNDING, GREEN/YELLOW
54				
55	1	ALLEN BRADLEY	1492-DR6	TERMINAL MOUNTING RAIL, HIGH RISE DIN, 1M
56	1	ALLEN BRADLEY	1492-M6X12	TERMINAL MARKER CARD, IEC, (120/CARD) FOR AB 1492-J4 TERMINALS
57	2	ALLEN BRADLEY	199-DR1	DIN RAIL, 35MM X 1M
58	1	PANDUIT (OR EQUAL)	F1.5X4LG6	DUCT, 1.5" X 4", LIGHT GRAY, SLOTTED
59	1	PANDUIT (OR EQUAL)	C1.5LG6	DUCT COVER, 1.5", LIGHT GRAY
60	2	PANDUIT (OR EQUAL)	F1X4LG6	DUCT, 1" X 4", LIGHT GRAY, SLOTTED
61	2	PANDUIT (OR EQUAL)	C1LG6	DUCT COVER, 1", LIGHT GRAY
62				
63				
64	1	FEDERAL SIGNAL	350TR 120VAC 50/60HZ	HORN, NEMA-4X, 120VAC, 50/60HZ, 0.18A
65	1	FEDERAL SIGNAL	LP3S-120VAC-RED	STROBE LIGHT, 120VAC, 60HZ, 0.1A, RED, SURFACE MOUNT, NEMA-4X
66	1	ENM COMPANY	T50B212	HOUR METER, 120VAC 60HZ, NON-RESETABLE, 99999.9 HOURS, NEMA-4X/12
67	2	EATON	6-T-3H-508RPM-406	HOUR METER, 115VAC 60HZ, NON-RESETABLE, 99999.9 HOURS, IP65
68	1	SIEMENS (1-SUPPLIED BY KWS)	7MH7144-1AA2	MILLTRONICS, MFA-4P MOTION SENSOR ALARM CONTROLLER, 120VAC 60HZ, 15VA
69				
70	2	STAHL	9170/20-12-21S	INTRINSIC SAFETY BARRIER, 120VAC SUPPLY, DIGITAL INPUT, RELAY OUTPUT, DUAL CHANNEL, DIN MOUNT

PROPRIETARY

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REVISIONS				
REV	DESCRIPTION	DATE	REVISED	APPROVED
1	REVISED FOR FAB - NO CHANGES	9/27/13	CAM	MPS
3	REVISED FOR AB - NO CHANGES	11/20/13	CAM	MPS
4	REVISED FOR AI - NO CHANGES	9/20/23	KA	DUP

FIELD MOUNTED DEVICES - SUPPLIED BY DUPERON CORPORATION

DET.	QTY.	MANUFACTURER	PART No.	DESCRIPTION
301	5	ADALET	XHPBS/BT1A	PUSHBUTTON, NEMA-7/9, BLACK, SURFACE MOUNT, 1-NO/1-NC CONTACT BLOCK
302				
303				
304	3	ADALET	XHPPMS	PUSHBUTTON, NEMA-7/9, RED MUSHROOM-1 3/4" OPERATOR, 1-NC/1-NO CONTACT BLOCK
305	1	ADALET	XIFC-030703-N4	PB ENCLOSURE, NEMA-4/7/9, 2-HOLE, 1' CONDUIT HOLES TOP & BOTTOM, WEATHERPROOF GASKETING
306	2	ADALET	XIFC-030903-N4	PB ENCLOSURE, NEMA-4/7/9, 3-HOLE, 1' CONDUIT HOLES TOP & BOTTOM, WEATHERPROOF GASKETING
307	24	SPRECHER+SCHUH	V7-W3	TERMINAL, IEC, 600V AC/DC, 20A, GREY
308	3	SPRECHER+SCHUH	V7-EB3	END BARRIER, IEC, FOR 1492-W3
309	6	SPRECHER+SCHUH	V7-EA35	END ANCHOR, IEC, NORMAL DUTY
310				
311				
312				
313				
314	4	CONERY MFG.	2901-B8-S4-C1-K1-40	FLOAT SWITCH, N.C. SPDT CONTACT, 13A @ 120VAC, MECH. BULB W/CORD WEIGHT,
315	1	SIEMENS (1-SUPPLIED BY KWS)	7MH7146-OJA	PROBE W/IMA, XPP-5, HAZARDOUS LOCATION, FOR USE WITH SIEMENS MILLTRONICS MFA-4P MOTION ALARM CONTROLLER, 15M CABLE
316	1	CONVEYOR COMPONENTS	RS-2X	SWITCH, CABLE OPERATED SAFETY, 2 SPDT SWITCHES, 20A @ 120VAC, NEMA-7/9
317				

FIELD MOUNTED DEVICES - SUPPLIED BY OTHERS

DET.	QTY.	MANUFACTURER	PART No.	DESCRIPTION
351				
352				
353				
354				
355				
356				

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AS INSTALLED				
DIMENSIONING & TOLERANCING IN ACCORDANCE WITH ANSI Y14.5M-1982 TOLERANCES - UNLESS OTHERWISE SPECIFIED X = ±0.03 XX = ±0.01 XXX = ±0.005 XXXX = ±0.0005 ANGULAR = ±0.0°		 Saginaw, Michigan 48607 TF 800.383.8479		
DRAWN KR	DATE 8/26/13	NACOGDOCHES, TX WWTP		
CHECKED CAM	DATE 8/29/13			
APPROVED	DATE	BILL OF MATERIALS FIELD DEVICES		
APPROVED	DATE			
SIZE D		FSCM NO.	DWG. NO. 2657V2C032	REV 4
SCALE NONE		SHEET 32 OF 32		

FLEXRAKE® ONLY IQ™

MECHANICALLY CLEANED BAR SCREENS

Serial Number:
000-000-0000

Date:
12-05-2023

Project/Plant:
Nacogdoches, TX - WWTP



CITY OF NACOGDOCHES, TX - WWTP
NACOGDOCHES, TX

EQUIPMENT

[2] FRO IQ

S/N

[XXXX-XXXX-WXXXX-X]

[XXXX-XXXX-WXXXX-X]

PURCHASE ORDER NUMBER

VE-PO-DC-RU-W2657-1&2-Nacogdoches-08172023

SPECIFICATION NUMBER

NA

MANUFACTURER

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LOCAL

Hershel Ezzell Jr., P.E.
Vision Equipment, LLC
6 Falls View
Fair Oaks Ranch, TX 78015
Office: **830-755-8819**
Mobile: 281-850-5414
hershel@visionequipment.net



THANK YOU

Thank you for choosing the Duperon® FlexRake® as the solution to maintain your water flow. Duperon Corporation takes pride in providing a product that is designed to be a simple, maintenance-free and cost-effective way to deal with debris at water intakes and outlets.

OUR MISSION

We are committed to serving our customers before, during, and after a sale. We encourage you to contact us at any time if you have questions, concerns, or would like assistance in dealing with ever-changing conditions. We continuously strive to live up to our company motto:

YOU'LL LIKE WORKING WITH US

Duperon Corporation

1200 Leon Scott Court
Saginaw, MI 48601
P 800.383.8479
F 989.754.2175

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GENERAL INFORMATION

PRELIMINARY



DUPERON WARRANTY

PRELIMINARY





STANDARD ONE-YEAR WARRANTY

Duperon Corporation warrants for the period of one year that the FlexRake® will be free from defects in material and workmanship under the normal use and service for which it was intended and if it has been properly installed and operated. This warranty does not include any damage directly related to corrosion or normal wear or to cover maintenance parts. The warranty does not apply to any repairs or alterations made to the machine without Duperon Corporation's written consent, nor does it include any damages due to negligence or abuse. This warranty does not cover any damages made to the purchaser's supporting structures or property while installing or during the use of the FlexRake®. The warranty does not guarantee that the FlexRake® will meet the requirements of any safety code of any state, municipality or other jurisdictions and the Purchaser assumes all risk and liability whatsoever, from the use thereof, whether used singly or in combination with other machines and apparatus.

Duperon Corporation's obligation under this warranty is limited to replacing or repairing, free of charge, FOB point of manufacturer, any defective part or parts returned to Duperon Corporation at 1200 Leon Scott Court, Saginaw, Michigan, USA, 48601 as long as these parts are not returned later than 365 days from the commencement of the use of the machine.

This warranty is expressly in lieu of all other warranties, expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose not set forth in writing signed by an officer of Duperon Corporation. Duperon Corporation neither assumes, nor authorizes any person to assume for it, any other liability in connection with the sales and use of the FlexRake® and there are no oral agreements or warranties collateral to or affecting this agreement.

Notwithstanding the generality of the foregoing provisions, Duperon Corporation's officers must agree, in writing, on behalf of Duperon Corporation to repair or replace any part. Unless an officer of Duperon Corporation makes such affirmation or promise in writing, it shall not be enforceable against Duperon Corporation. No such agreement to replace or repair shall constitute an admission by Duperon Corporation of any legal responsibility to effect such replacement, to make such repair, or otherwise



STANDARD FIVE-YEAR WARRANTY

Duperon Corporation warrants for the period of 5 years all rotating parts of the FlexRake® which constitute the following: the gearmotor, bearing, drive head, link system (including FlexLink™ castings, pins and retaining rings). Duperon® will replace these components if damaged or defective during the 5 year period in the normal use of the equipment under normal debris conditions and with properly configured torque overload protection, operation at 1/2 rpm (lowest speed for VFD) for all but 20% of the operating hours, proper care and maintenance and no alterations to factory settings and/or configuration.

Other than specifically listed above, Duperon Corporation warrants for the period of one year that the FlexRake® will be free from defects in material and workmanship under the normal use and service for which it was intended and if it has been properly installed, maintained, and operated. This warranty does not include any damage directly related to corrosion or normal wear or to cover maintenance parts. All warranties shall be void if any repairs or alterations are made to the machine without Duperon Corporation's written consent, and also shall be void in events of any damages due to negligence or abuse. This warranty does not cover any damages to the Purchaser's supporting structures or property while installing or during the use of the FlexRake®. The warranty does not guarantee that the Duperon® FlexRake® will meet the requirements of any safety code of any state, municipality, or other jurisdictions and the Purchaser assumes all risk and liability whatsoever, from the use thereof, whether used singly or in combination with other machines and apparatus.

Duperon Corporation's obligation under this warranty is limited to replacing or repairing, free of charge, FOB point of manufacturer, any defective part or parts returned to Duperon Corporation at 1200 Leon Scott Court, Saginaw, Michigan, 48601 or other address designated by Duperon Corporation as long as these parts are returned not later than the expiration of the applicable warranty period.

Duperon Corporation expressly disclaims all other warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose not set forth in a writing signed by an officer of Duperon Corporation. Duperon Corporation neither assumes, nor authorizes any person to assume for it, any other liability in connection with the sale, installation, or use of the Duperon® FlexRake® and expressly states that there are no oral agreements or warranties collateral to or affecting this agreement.

Notwithstanding the generality of the foregoing provisions, Duperon Corporation's officers must agree, in writing, on behalf of Duperon Corporation to repair or replace any part. Unless an officer of Duperon Corporation makes such affirmation or promise in writing, it shall not be enforceable against Duperon Corporation. No such agreement to replace or repair shall constitute an admission by Duperon Corporation of any legal responsibility to effect such replacement, or to make such repair or otherwise, nor shall such agreement to replace or repair constitute an admission of defect or fault.



SOME THINGS TO KEEP IN MIND

There are several different styles of the Duperon® FlexRake®.

This manual is written for a variety of Duperon® FlexRake® models, including but not limited to:

- Duperon® FlexRake® Only
- Duperon® FlexRake® FP (Full Penetration)
- Duperon® FlexRake® HD (Heavy Duty)
- Duperon® FlexRake® FPFS (Full Penetration Fine Screen)

Additionally, the Duperon® FlexRake® can be made in a single-strand or a double-strand arrangement this manual can be applied to both.

The FlexRake® can be utilized in a variety of applications.

The Duperon® FlexRake® has been installed in:

- Stormwater pump stations
- Municipal pump stations
- Hydroelectric facilities
- Irrigation canals
- Fish barrier applications
- Pulp & paper mills
- Food processing plants
- Wineries
- Sanitary Sewer Plants/Pump Stations
- CSO facilities
- Prisons

The Duperon® FlexRake® was designed with built-in flexibility.

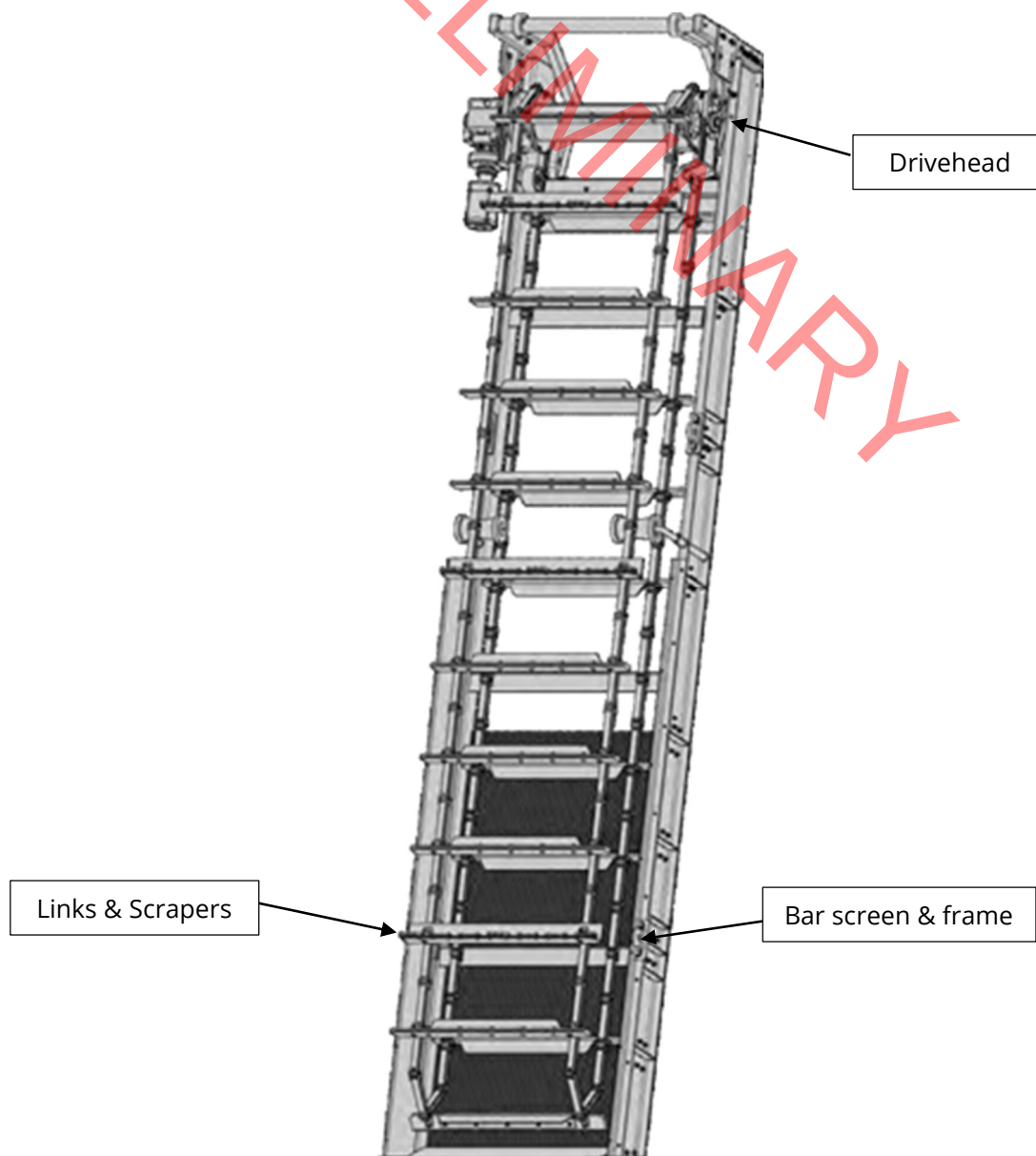
The Duperon® FlexRake® does not have a lower sprocket. The FlexLink™-based link system has been designed to flex out of the way for larger debris and to become its own lower sprocket and return frame. It has also been designed to flex and/or pivot out of the way to accommodate larger debris. The FlexRake® mounting system allows the drivehead to pivot. This allows for the opportunity to remove large debris from the screening area. The FlexRake® maintains its contact with the bar screen by the weight of the components and the angle of the unit, or by mechanical means with use of our patent-pending Flexor™.

SOME THINGS TO KEEP IN MIND

The Duperon® FlexRake® can be broken down into three basic components:

- 1). Bar screen and frame
- 2). Drivehead
- 3). Links and Scrapers

All serviceable points on the Duperon® FlexRake® can be reached at or above the deck.





DUPERON® FLEXRAKE® FACTS

The Duperon® FlexRake® has been intentionally designed to be a simple mechanical device, easy to install and maintain, and a value to our customers. With even the most careful planning, we understand that site and debris conditions are rarely predictable. One of the best features of the Duperon® FlexRake® is that it can be altered to adapt to changing conditions. If this occurs at your site, modification is a possibility. Please contact us to discuss.

- The chain travel on a FlexRake® is normally 28 inches/minute. This translates into 0.5 RPM on the drive shaft.
- The FlexRake® can be allowed to operate 24 hours a day, provided that the minimum downstream water level of 1.0 feet is maintained.
- The average lifting capacity of the FlexRake® is 1,000 lbs.
- The FlexRake® is designed to use its own weight to remain against the bar screen. This weight can vary, dependent on the unit angle, width, height, and type/size of scrapers used.
- Several different controls options are available to operate the FlexRake®. Units can be wired to run continuously, to start remotely, to run on a timed cycle, or to start based on differential level.
- The criteria for designing the FlexLink™ resulted in the use of a stainless-steel investment casting to be utilized for its manufacturing. When assembled as a continuous link system, the link creates a structure that will bend in only one direction (much like your elbow). This creates rigidity and allows the links to become their own frame and eliminates the need for a lower sprocket.
- Corrosion-resistant materials have been utilized on the FlexRake® wherever possible. This eliminates the need for much of the maintenance normally associated with this type of equipment. The motor/gearbox assembly is internally lubricated and sealed. Some bearing maintenance may need to be performed on an annual basis, dependent on the model of your FlexRake®.

HOW IT WORKS



1. The FlexLink™ articulates to a 90-degree angle, closing on the drive pin. Once closed, the sprocket drives the link system forward.



2. As it leaves the drive sprocket, the FlexLink™ locks into a solid bar, forming its own frame. (It works similarly to a knee or elbow.)



As the FlexLink™ link and attached scrapers reach the bottom of the screen, the FlexLink™ forms its own lower sprocket.



4. Once the links turn to travel slowly up the screen, they are engineered to allow clearance around the pin. Water lubrication allows stainless steel movement without gouging or wear.



5. Industry-exclusive Thru-Bar™ technology features scrapers designed to clean 3 sides of the bar, as well as horizontal cross members.



6. Multiple scrapers placed every 21 inches continuously rake the barscreen. With screen head-loss minimized, some sites report a 3x greater capture rate than with their previous machines.

FREQUENTLY ASKED QUESTIONS

How does the Duperon® FlexRake® remain against the bar screen?

The FlexRake® is forced against the surface of the bar screen by the water's current and its own weight, or by mechanical means with use of our patent- pending Flexor™. (Note: The weight of the FlexRake® will vary dependent on the angle, width and height, along with the size and type of scrapers used).

Is the Duperon® FlexRake® automatic and self-cleaning?

Yes. The FlexRake® does not require an operator; as a standard unit, it is simply wired to run continuously, often running simultaneously with pumps, turbines or during water flow. The scrapers travel slowly at a rate of 22-90 inches/minute from the bottom of the bar screen to the top. Debris is discharged before it makes its return down the upstream side of the sprocket.

Why isn't there a frame or lower sprocket?

Design objectives for the FlexRake® included eliminating the need for extensive site engineering and the use of massive framework. It was determined that the unit should have the ability to be adapted to many styles of bar screens. It was important that the unit be easily removable to allow for maintenance of screens, gates, and other equipment or structures.

This criterion resulted in the unique design of the FlexLink™, a stainless steel investment casting. When assembled into a link system, the link was engineered to create a structure that would hinge in only one direction. This created rigidity for the chain to become its own frame. The link system's ability to hinge in a single direction allows it to become its own sprocket as well.

What keeps the Duperon® FlexRake® from stalling when a large object comes between the scraper traveling up the face of the bar screen and a scraper returning in the opposite direction? What if a large object comes between the rake and the rack?

The FlexLink™ permits the FlexRake® to travel around large debris such as drums or logs with its unique ability to "flex" and for the mounting assembly to pivot from the screen.

How much weight can the FlexRake® lift?

The FlexRake® has a lifting capacity of approximately 1,000 lbs continuously.

What maintenance is required?

Very little! All parts located underwater are corrosion resistant. The scrapers are manufactured of UHMW and stainless steel; the FlexLink™ castings and fasteners are stainless steel. The motor and all bearings are lubricated and sealed. Depending upon use and site conditions, lubrication may be required on a quarterly basis (the manufacturer's lubrication schedule should be referenced for exact requirements).



INSTALLATION

PRELIMINARY



SAFETY

WARNING!

Although the Duperon® FlexRake® unit moves very SLOWLY, it is important that you NEVER REACH INTO THE MOVING UNIT, particularly to dislodge jammed debris. Often the slow operation of a unit is deceiving as to the risks of injury. There is a tremendous amount of torque against jammed material (and body parts if they were trapped while reaching into the unit).

Automatic Unit Operation (if available and enabled):

Eliminate the possibility for injuries to operators, trespassers, or vandals if the unit begins operation automatically. Some customers have done this by “caging” or enclosing the raking mechanism, using audible alarms with signs posted, or by using video equipment for personnel in a central control room to visually assure that no one is in harm’s way.

Reduce any other risks associated with the rake functioning automatically in the current debris and/or site condition with no operator on site.

Assure that the unit will not be set up for automatic operation in such a way as to have the raking mechanism starting under “full load” conditions (i.e. large, matted debris against the screen).

Signage may be required by OSHA.

Maintenance Notes:

An operator must be present whenever the unit is run in reverse. Please note that the Duperon® FlexRake® is not designed to run in reverse for an extended period of time.

Ensure that all operators and maintenance personnel do not wear loose-fitting clothing when near the equipment in operation.

Assure that personnel are trained and use proper power “Lockout/Tag-Out” procedures for the controls whenever maintenance is required on the FlexRake®, or any areas where the spontaneous operation of the unit could cause a hazard.

Refer to OSHA guidelines.



GENERAL PRE-INSTALLATION TASKS

Preparation for Installation:

- Removal of all temporary, protective and/or containment devices used for shipment except for the cribbing used to support the drive head.
- Check bolts, set screws, and retaining rings for tightness and proper sealing that may have been affected by vibration during shipment.
- Examine motors and bearings for any signs of leakage or damage; they should be sealed and lubricated and should not require any further attention.

SNAP RING INSTALLATION

Snap Rings may only be installed with the included Snap Ring Tool.

The Snap Ring Tool that came with your equipment is engineered to properly open the included stainless steel Snap Rings without deforming them. Using any other method (including spreading the ends) to install the stainless-steel Snap Rings will deform them and cause them to fall off during operation.

WARNING: Never reuse Snap Rings. Snap Rings that have been removed are deformed.

To install the Snap Rings:

NOTE: Stainless steel Snap Rings do have the same spring properties as a typical spring steel Snap Ring.

- 1.) Snap ring tool has tool has two parts, cylinder part and conical part that nest together.



- 2.) Put snap ring on conical part of snap ring tool



- 3.) Slide snap ring cylinder over the smaller end of the conical part.



- 4.) Using your palms, push the two parts of the tool together thereby pushing the snap ring to the end of the conical part.



- 5.) Align snap ring tool with the end of the pin needed a snap ring. Push tool firmly and quickly, thereby sliding the snap ring onto the pin and into the groove. (make sure it is aligned when pushing)



- 6.) Ensure snap ring sets into the groove.



7.) Align links in order to insert the pin. The links will need to be slightly bent.



- 8.) Insert pin (with one snap ring) into links. Ensure the flat side of the pin aligns with the flat side of the link.



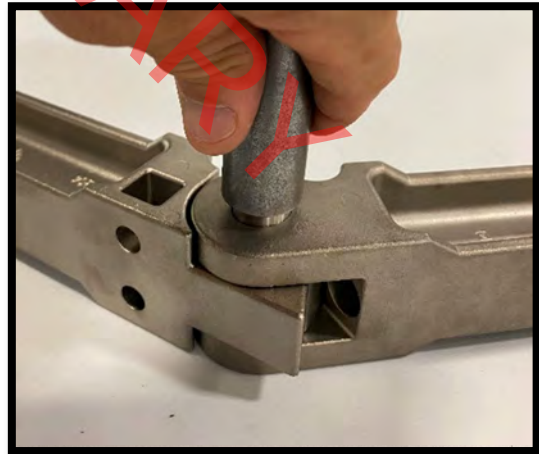
- 9.) Flip link over to install snap ring on the other side.



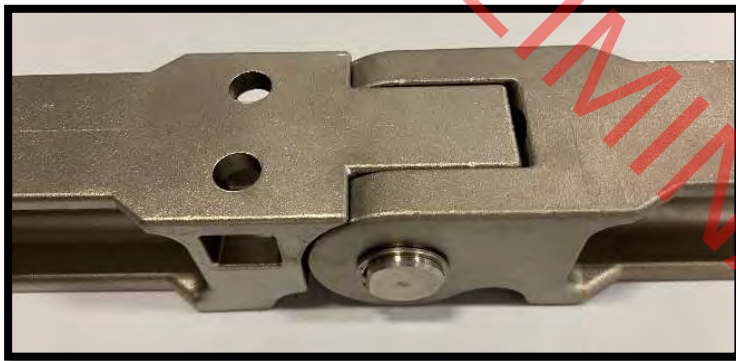
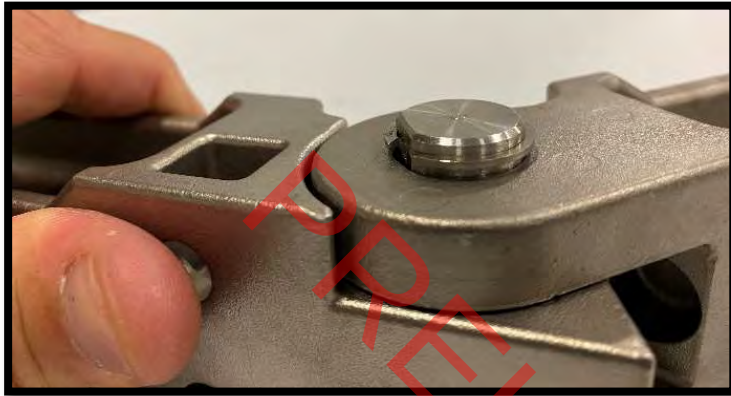
10.) Stage the snap ring as before (steps 1-4) and push to the end of the taper part of the snap ring tool



11.) Align snap ring tool to end of pin and push firmly to transfer snap ring to the snap ring groove.



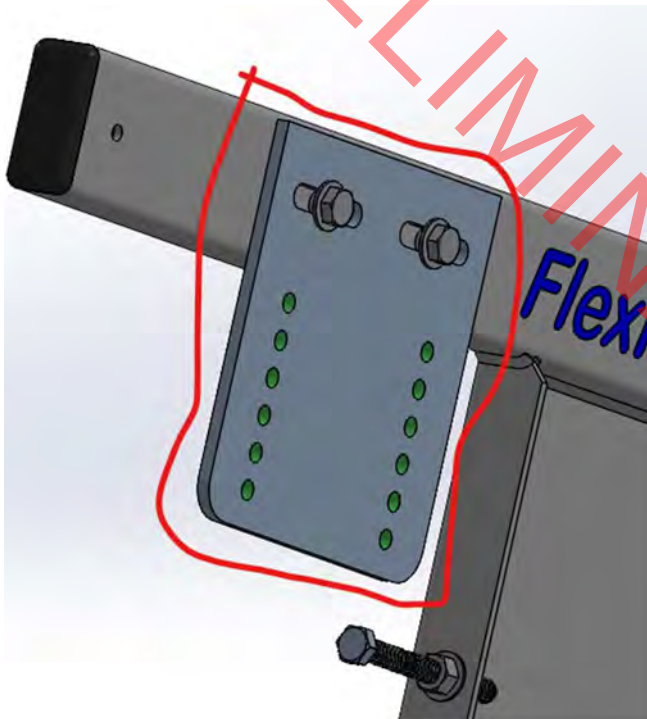
12.) The links fully assembled with snap rings on both sides should look like the below pictures.



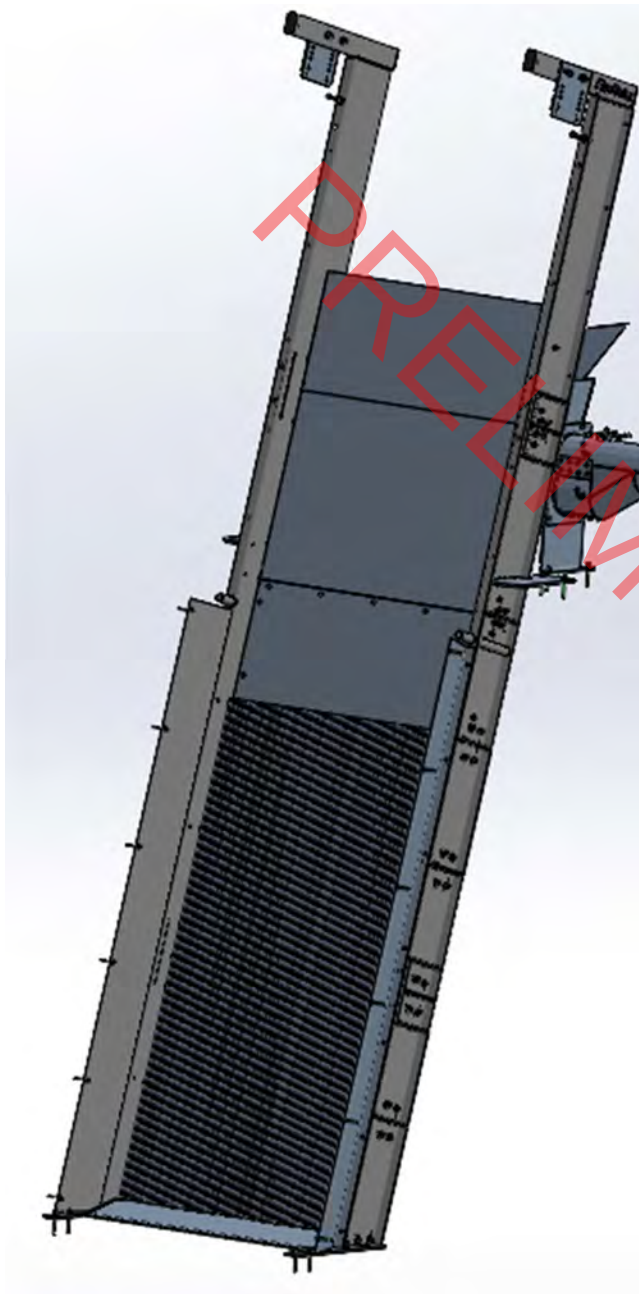
PRE-INSTALLATION TASKS

Remove the following component from your screen:

- Front enclosure
- Rear enclosure
- Scrapers
- Links
- Chain slide rollers
- Drive head (including hinge bars, drive spindle, end casting, bearing, and gearbox) – NOTE: do not remove the drive mount plates



The machine should look similar to the below picture:

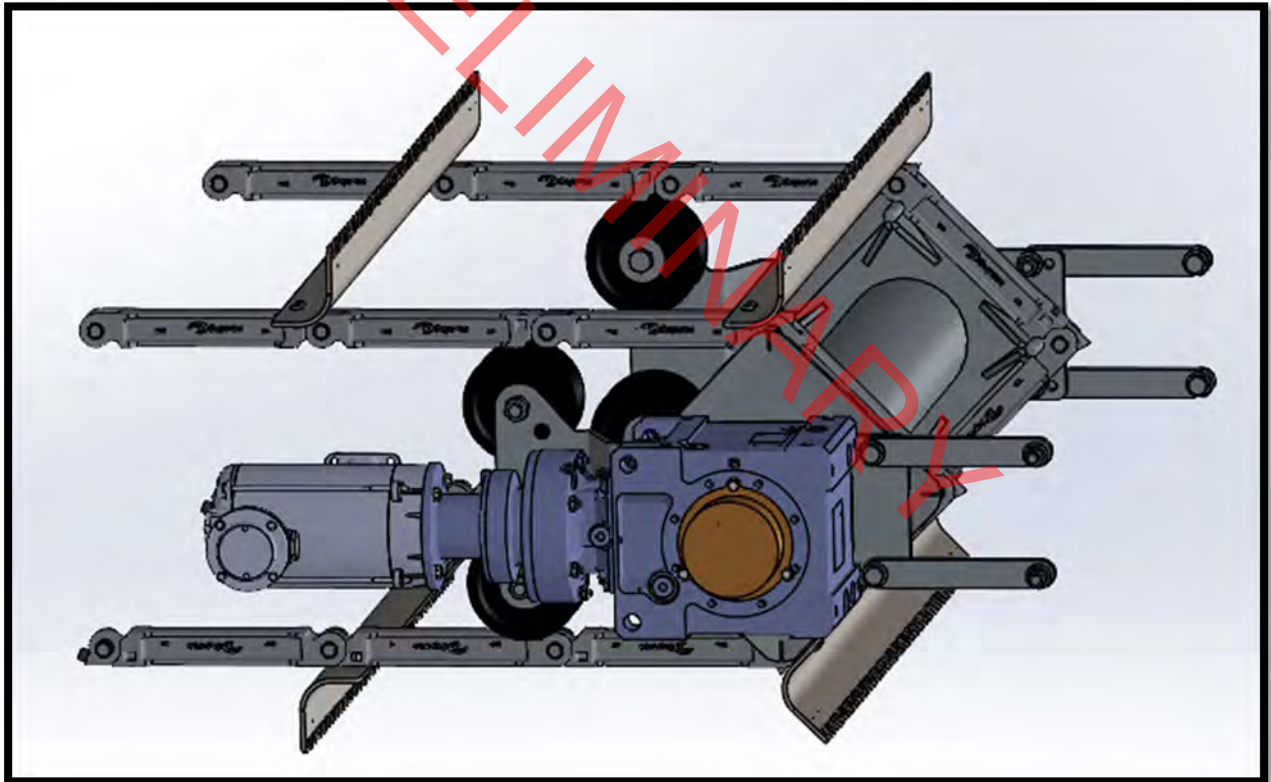


Ensure channel is dewatered and screen is cleaned of all debris.

SHIPPED PARTS

Drive Head Assembly (including below parts) will be cribbed together and installed together on the existing frame.

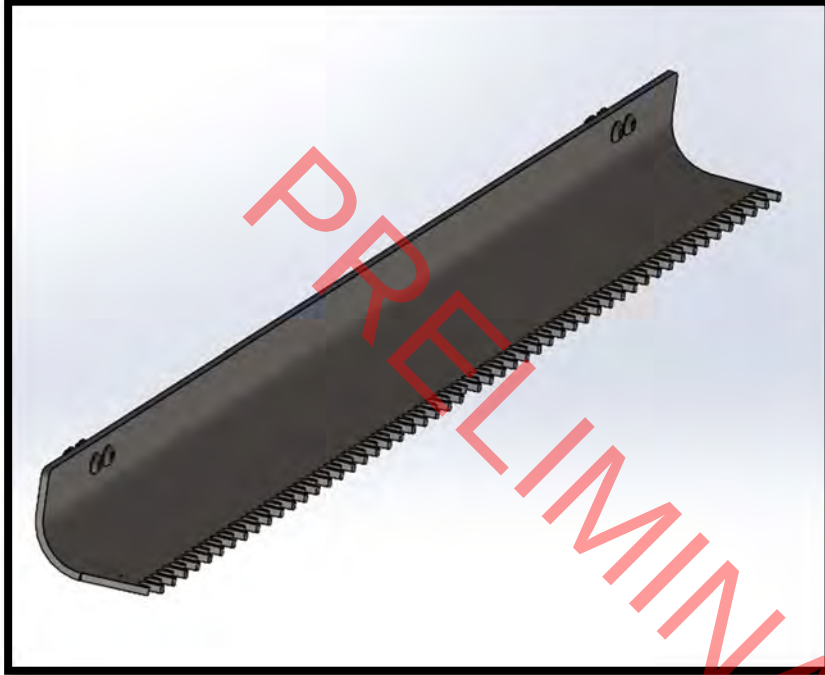
Drive spindle
End plates
Motor/Gearbox
Bearing
16 links (10 per side)
4 scrapers



Links (in 5 link sections) will be palletized together

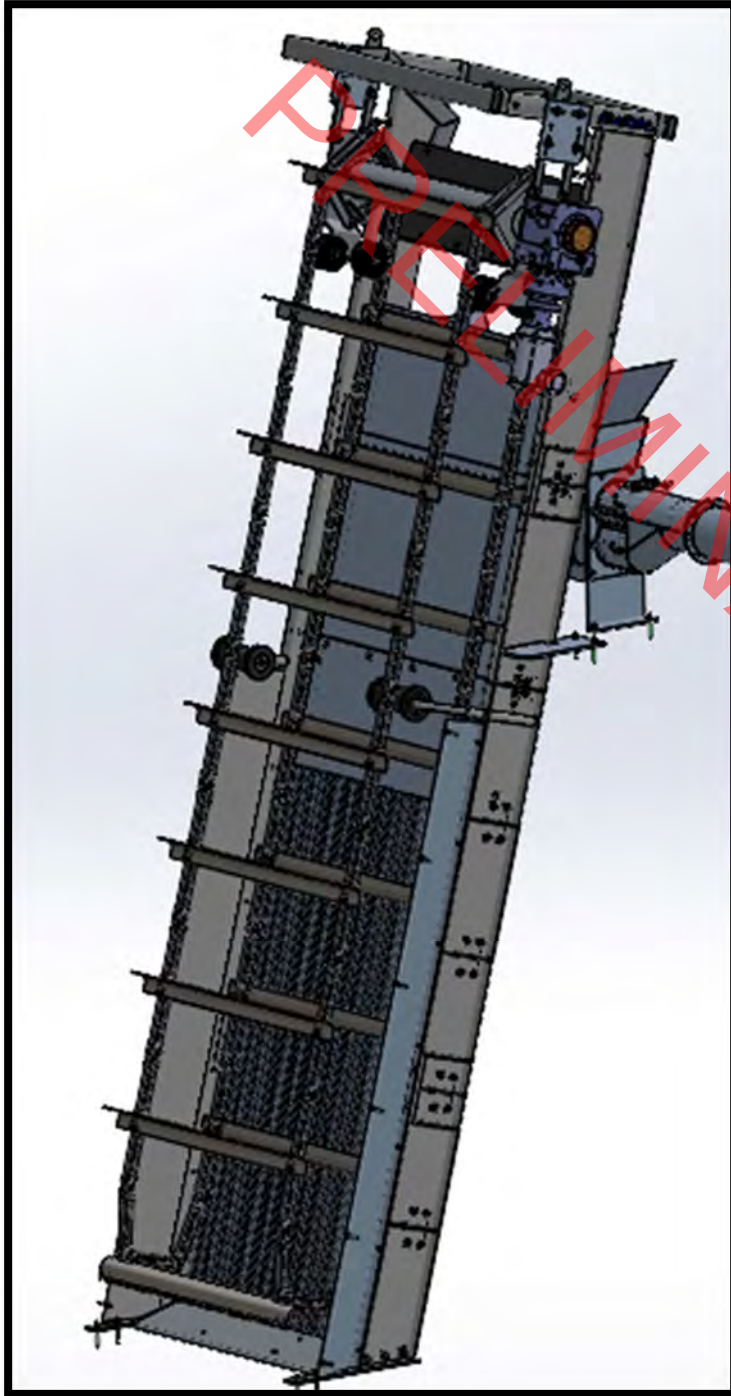


Scrapers will be palletized together (Left and Right)

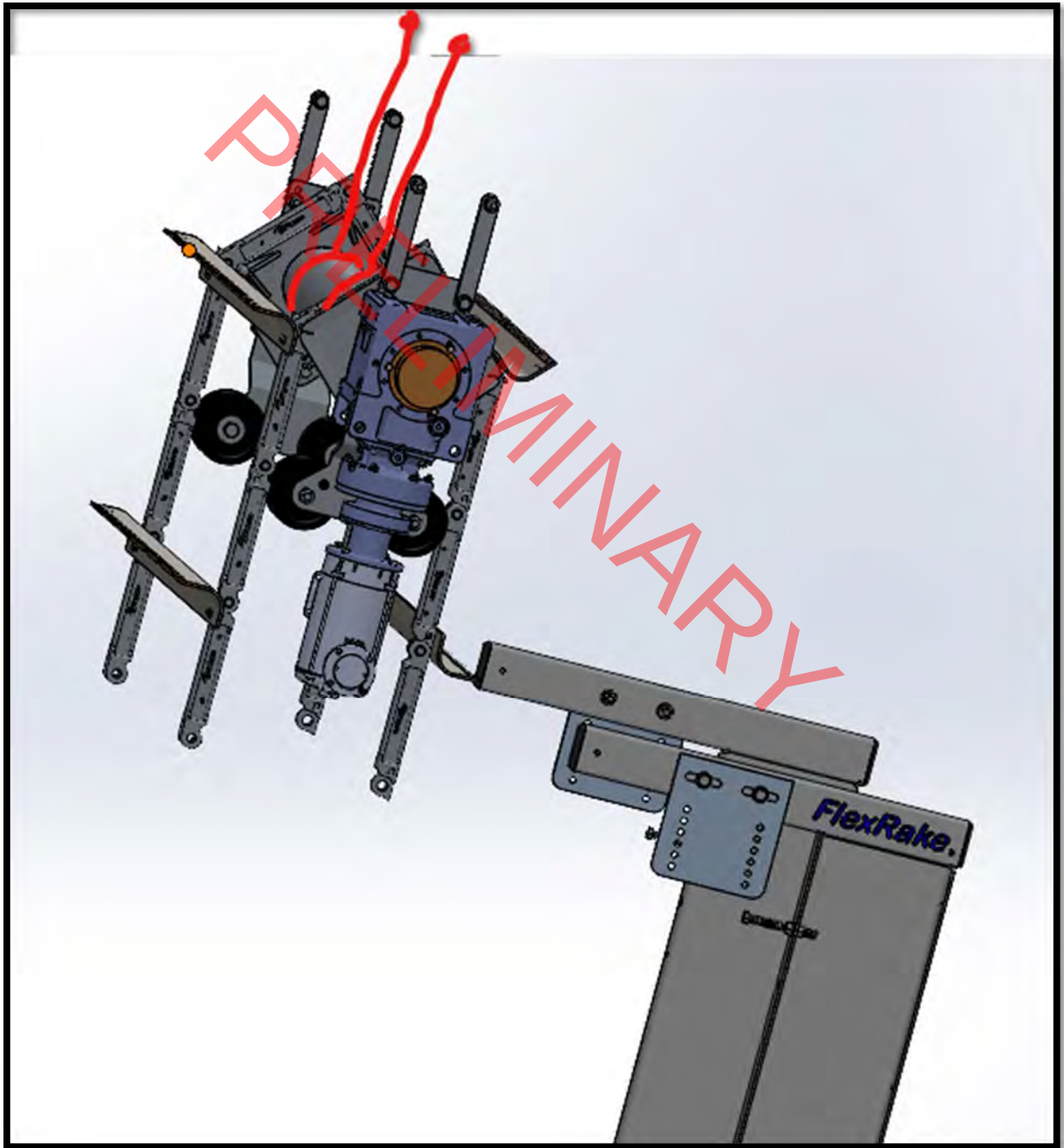


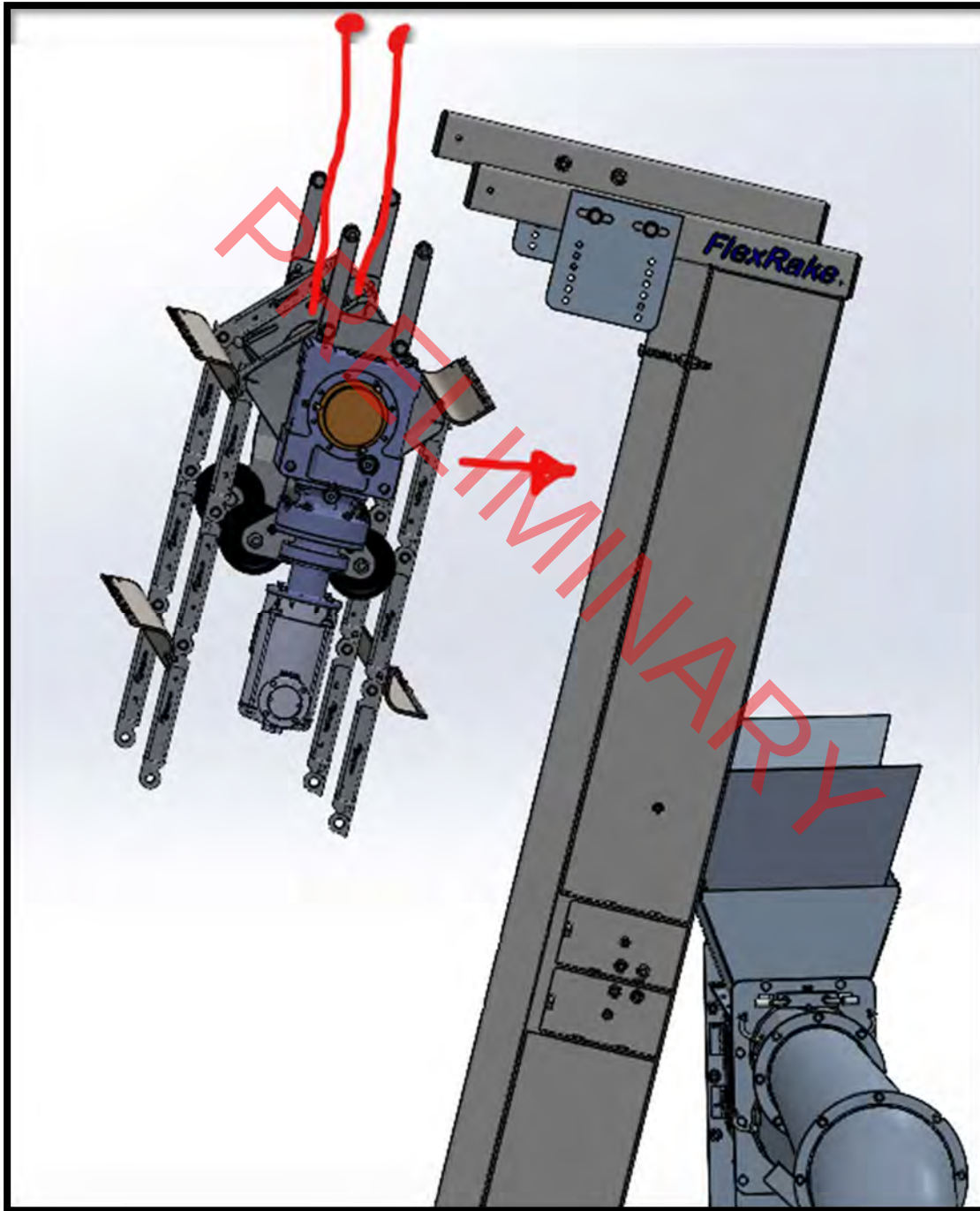
FRO IQ INSTALL INSTRUCTIONS

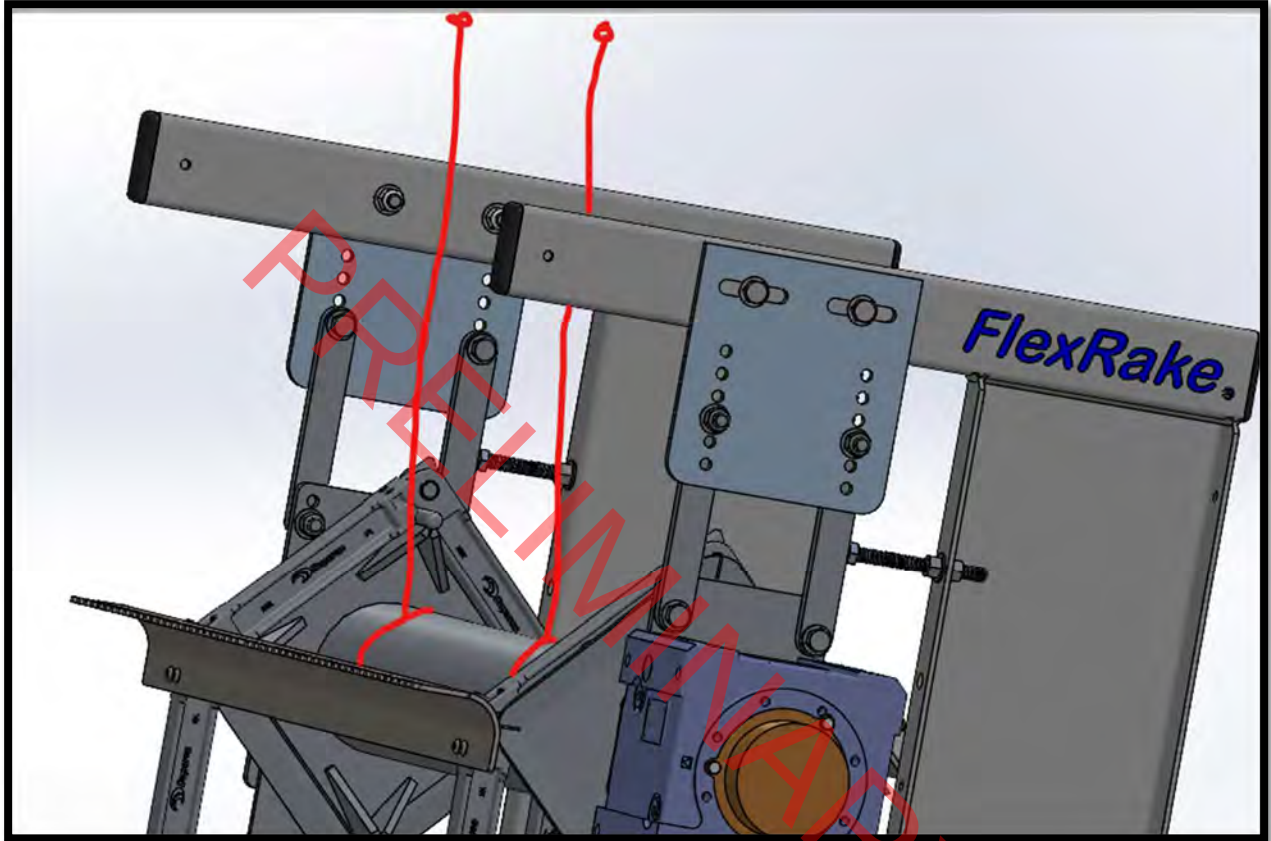
The fully assembled machine (without enclosures) will look similar to the below picture.



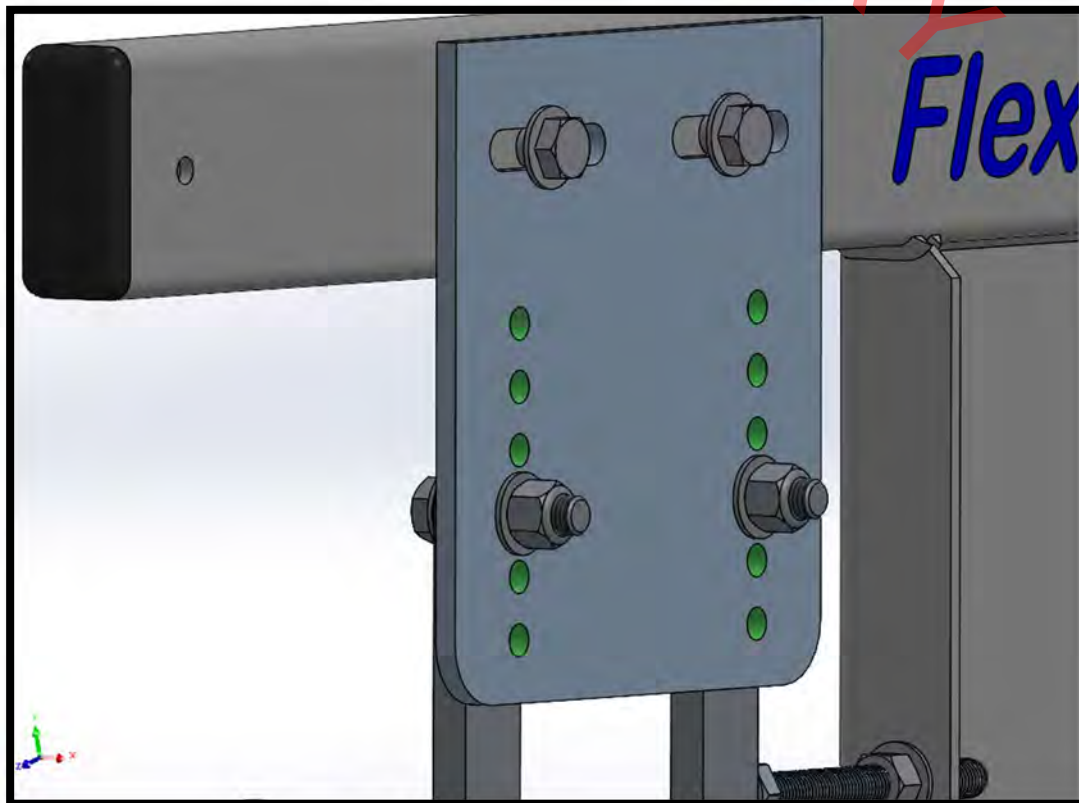
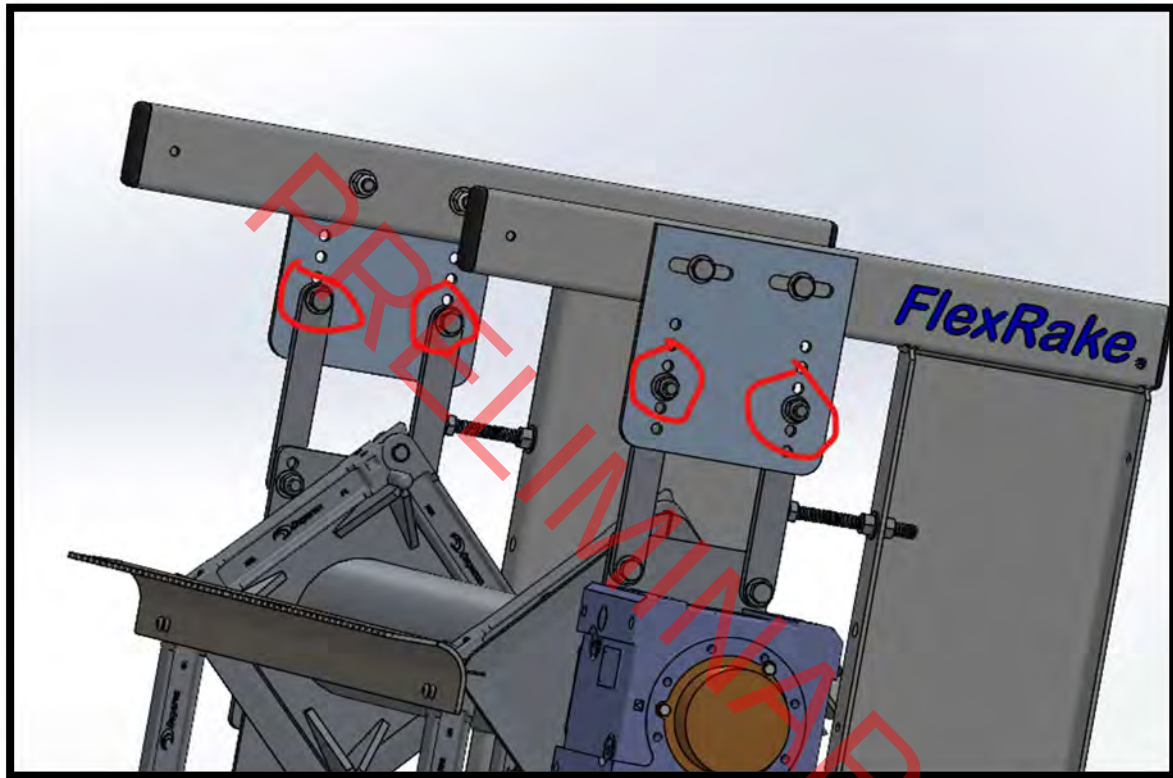
- 1.) Using a crane or hoist pick Drive Head Assembly and lower into place. (Leave cribbing on that holds the links to the drive spindle)

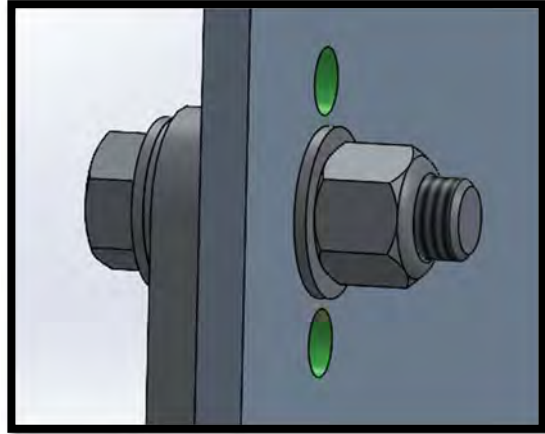
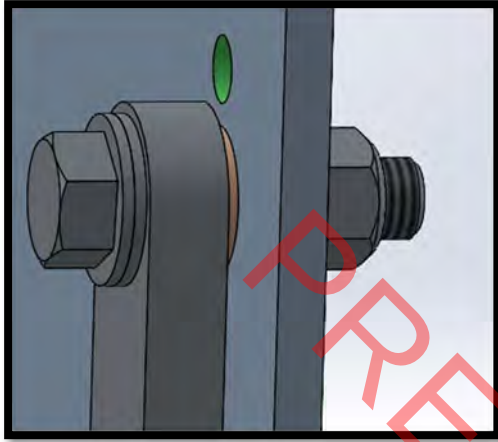






2.) Bolt each hinge bar to the mounting plates as shown.

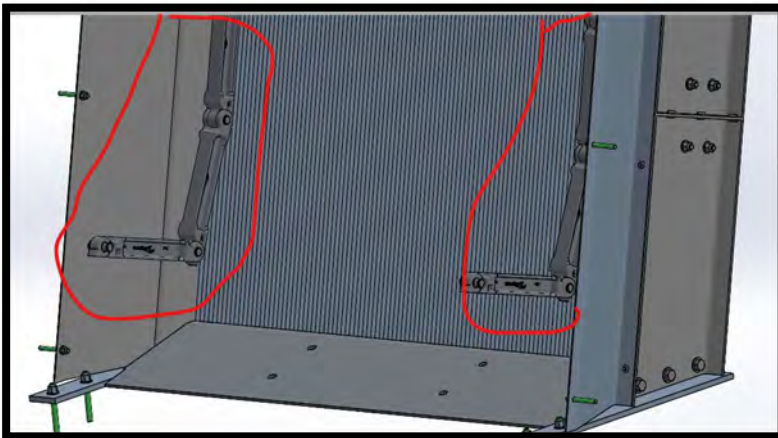
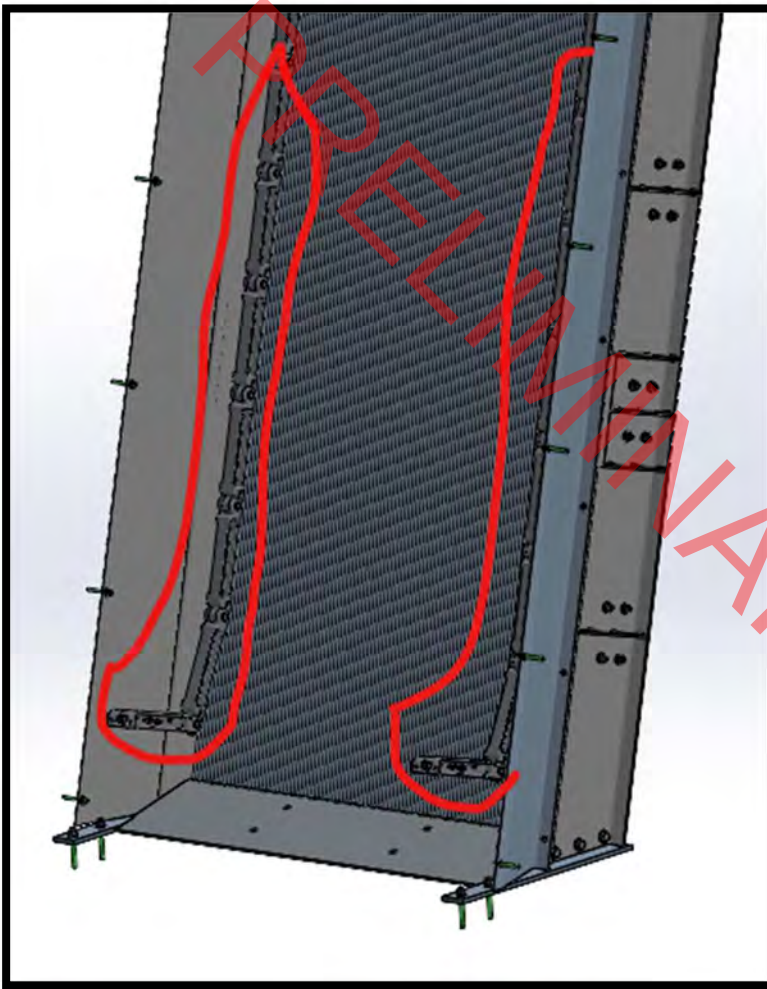




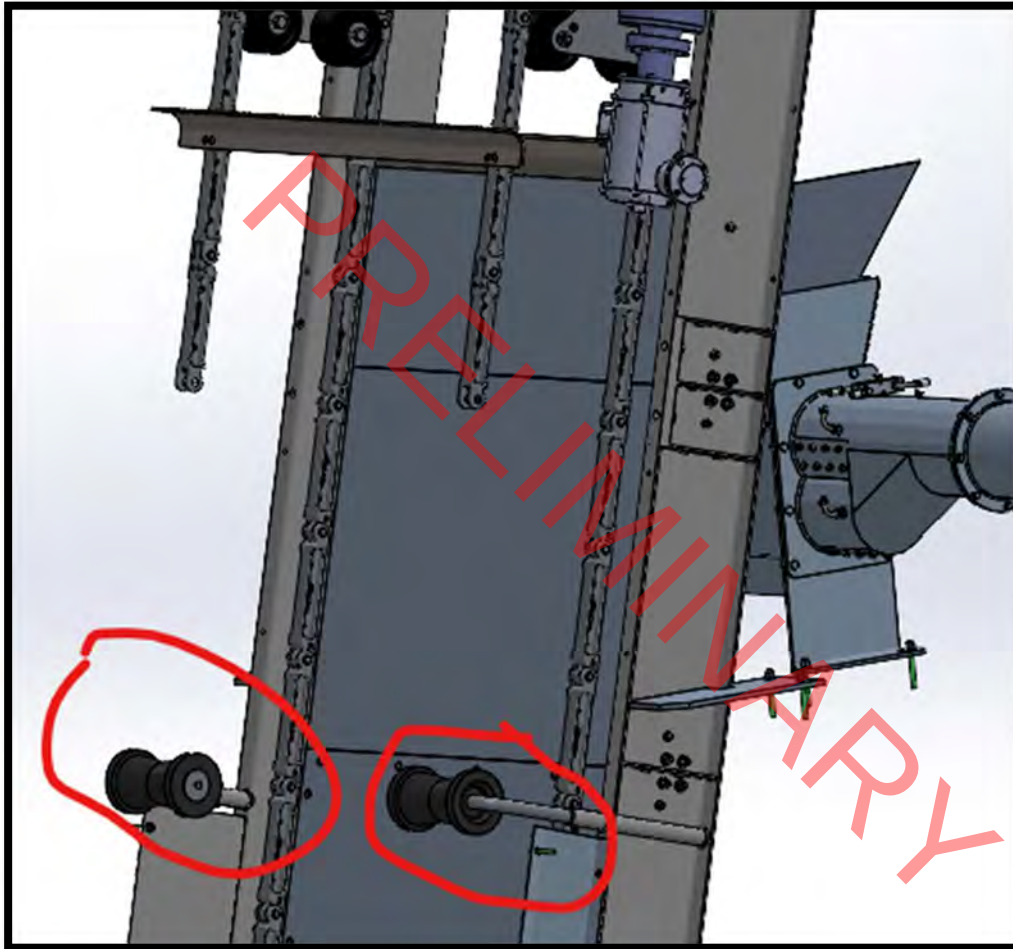
PRELIMINARY

- 3.) Attach 5 links sections to the links closest to the screen until the links touch the channel bottom as shown (links are labeled)

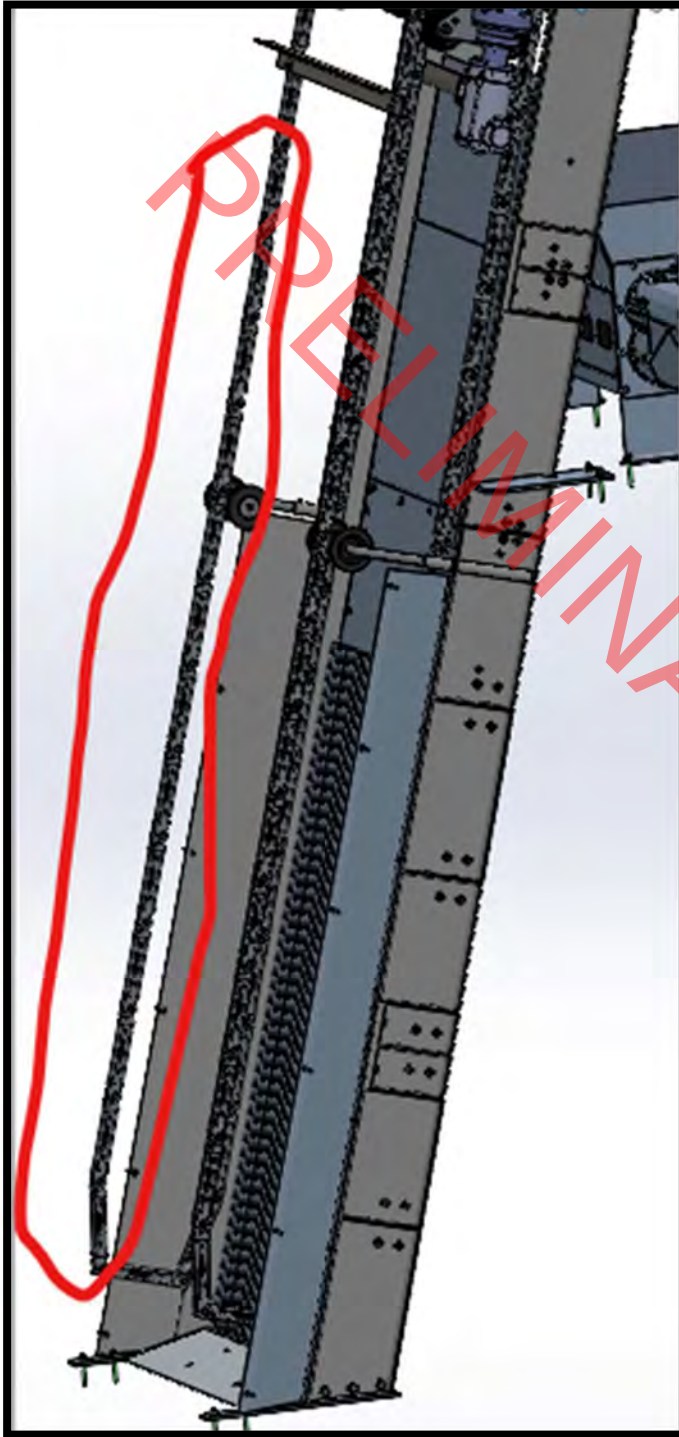
NOTE: USE SNAP RING INSTALLATION TOOL AND INSTRUCTIONS IN ORDER TO ASSEMBLE LINKS

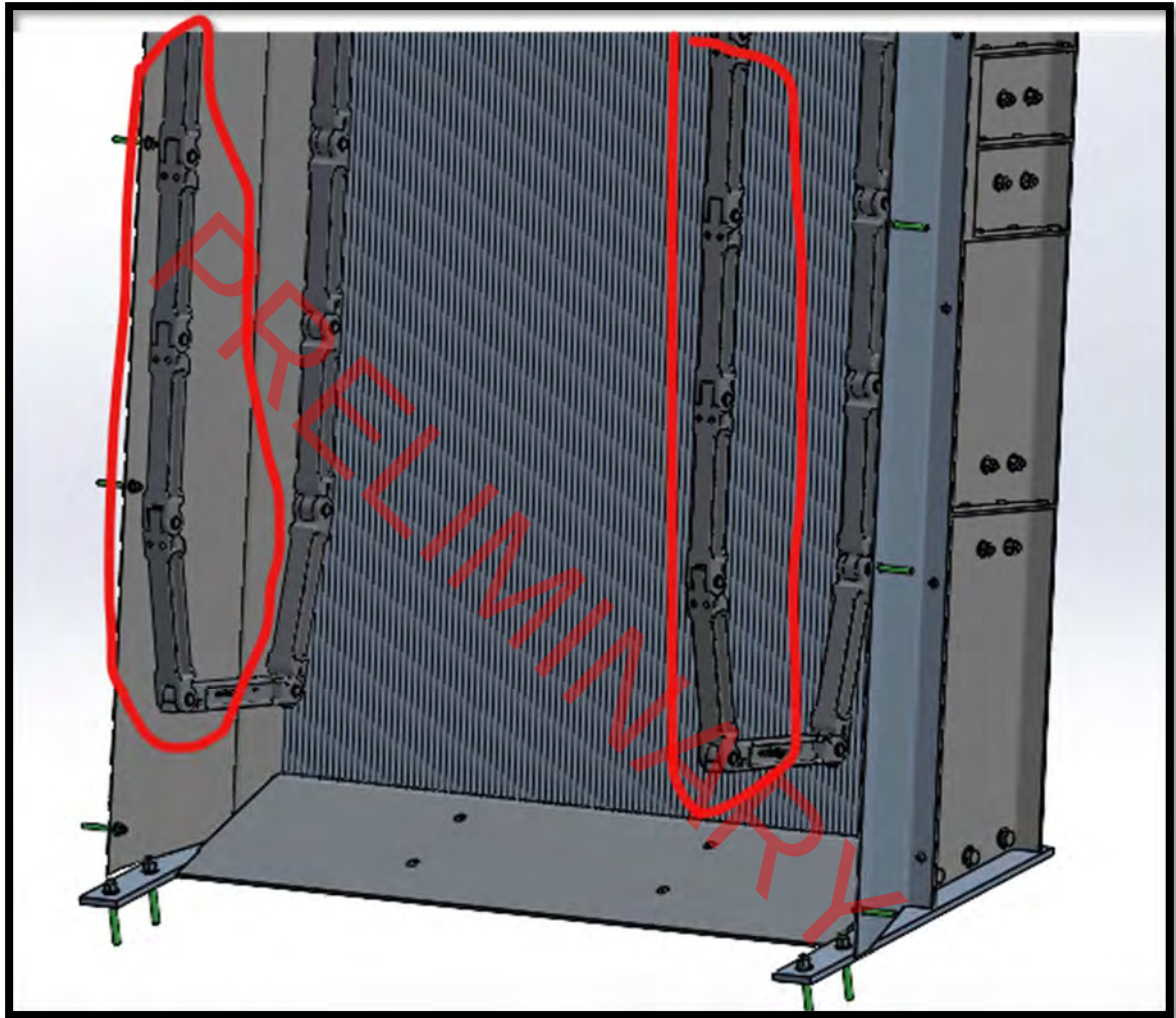


4.) Install new Chain slide rollers with provided hardware

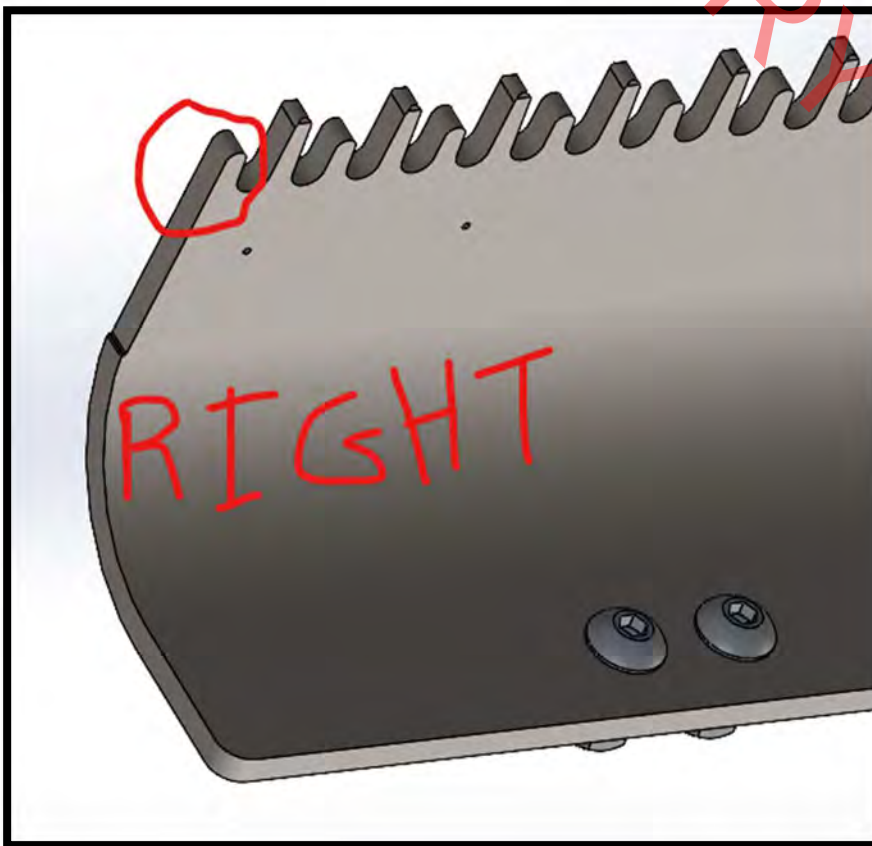
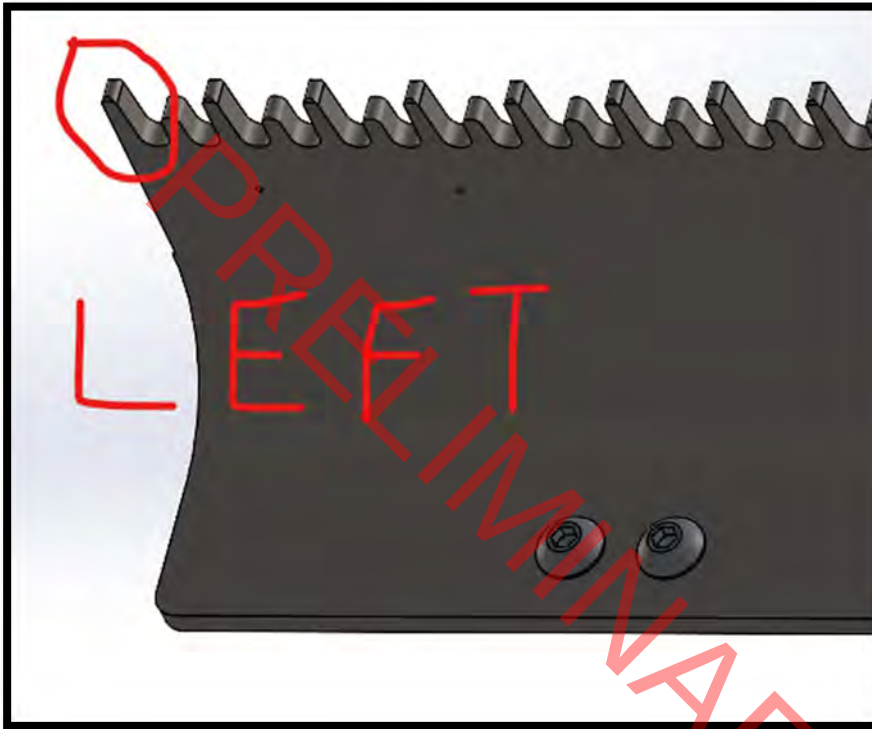


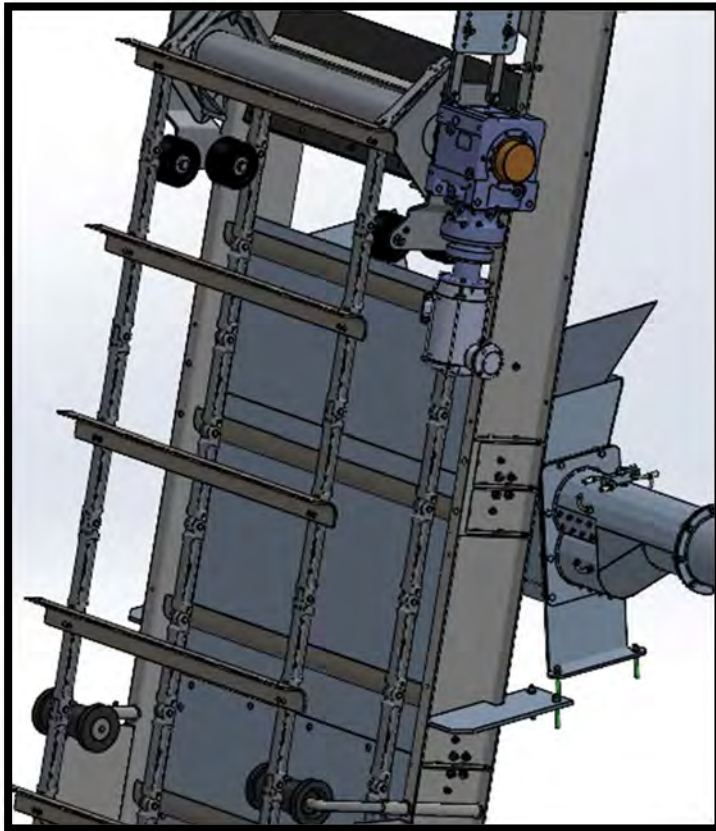
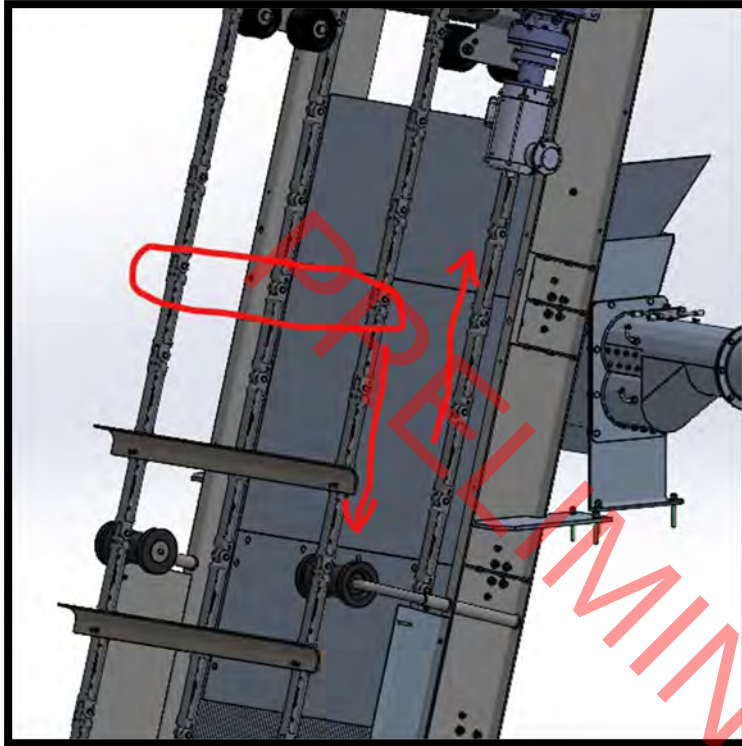
- 5.) Attach the remaining 5 links sections to the links farthest from the screen until the links are used up and attach links together at the bottom of the channel.



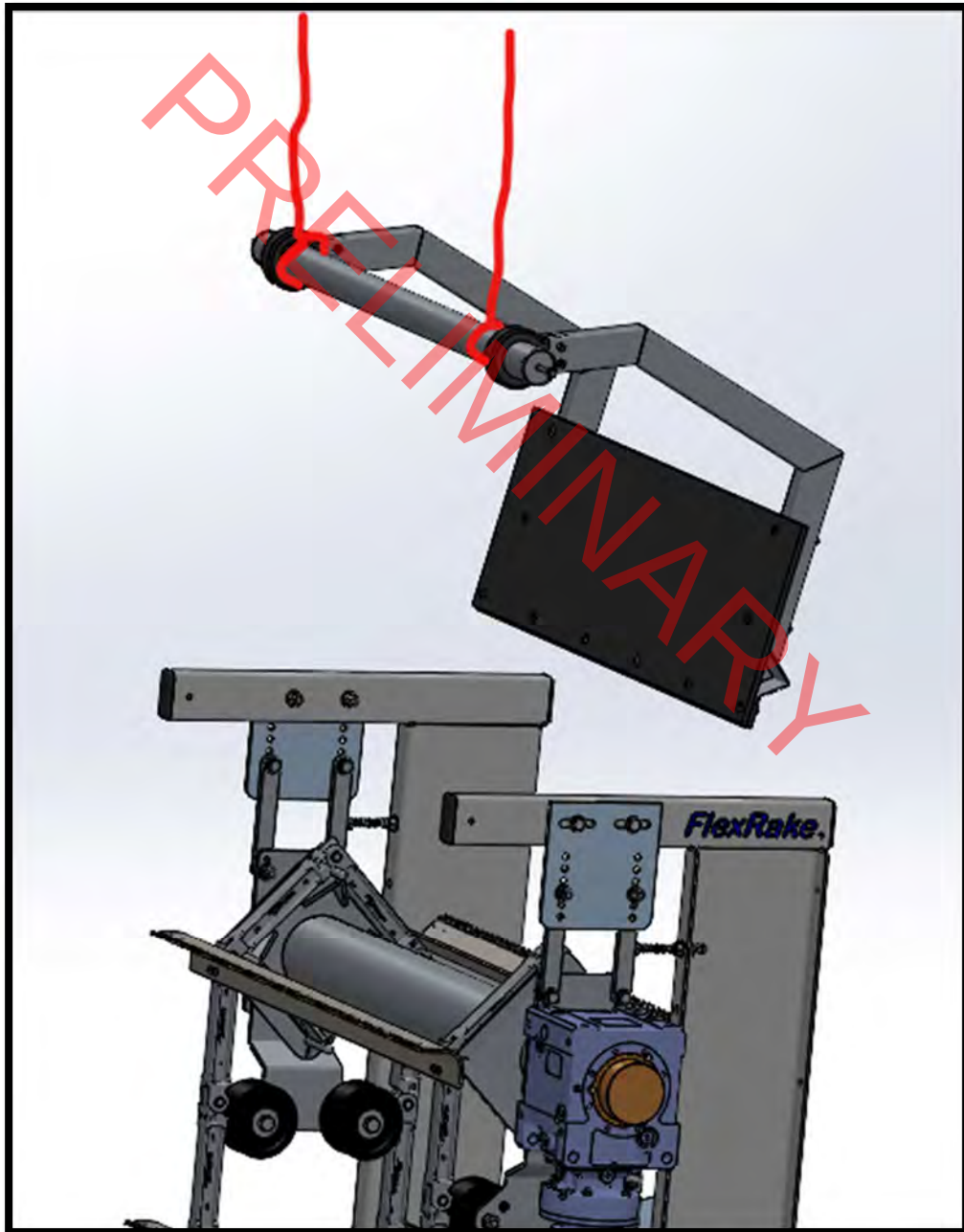


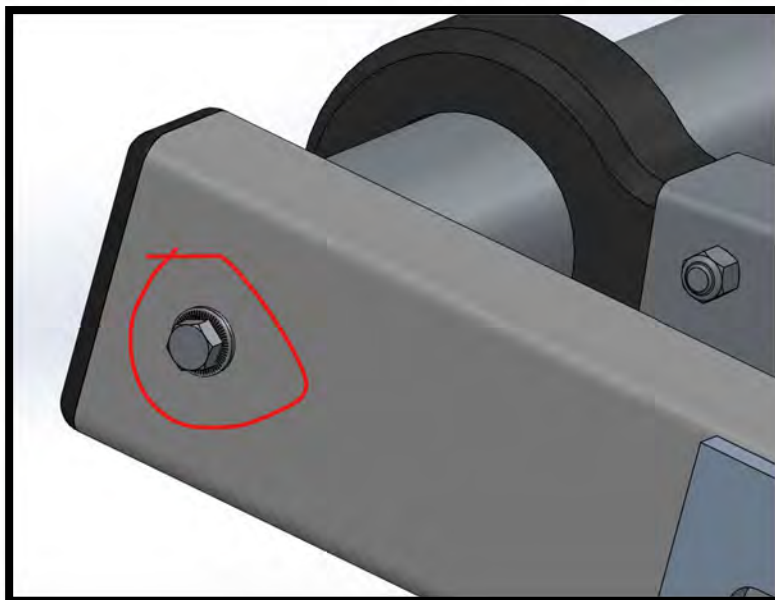
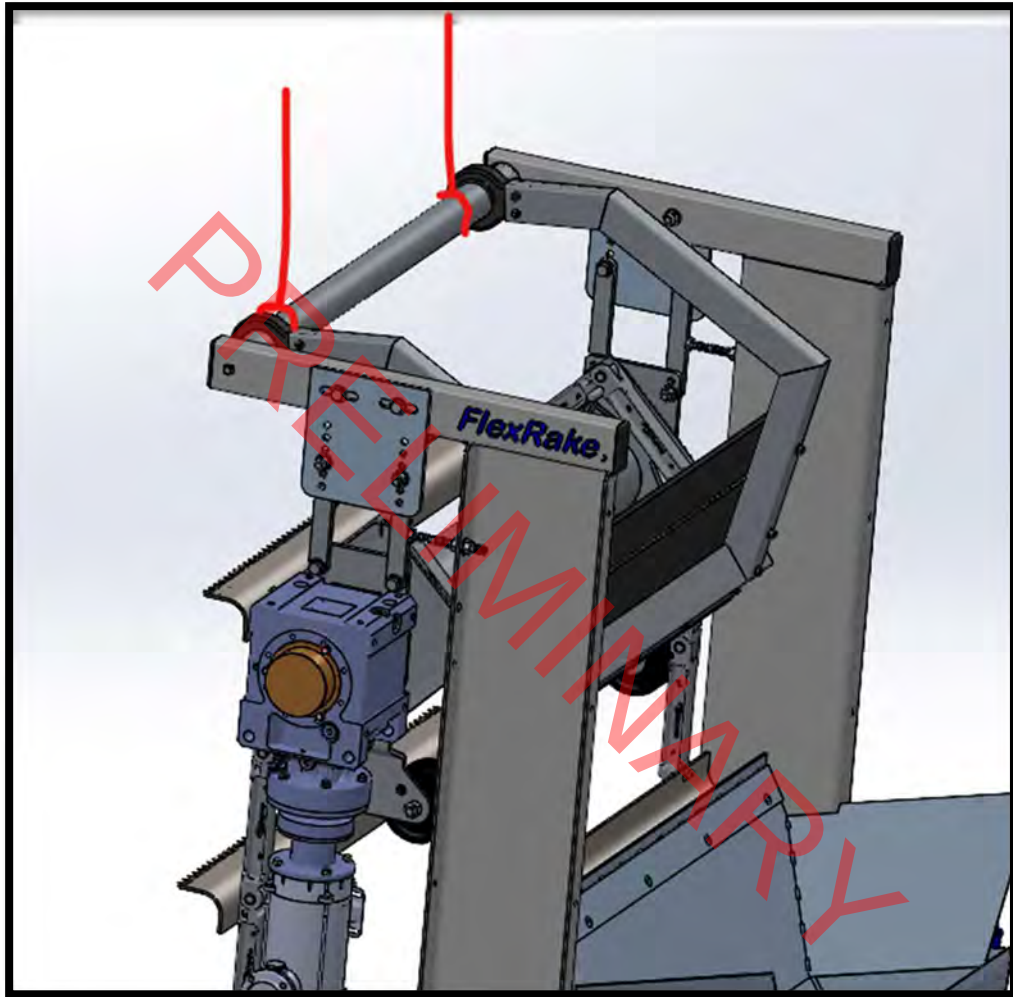
- 6.) From the deck, advance the machine forward as you attach scrapers (alternating Left and Right) on every other link. You can tell a left or right scraper by the teeth.



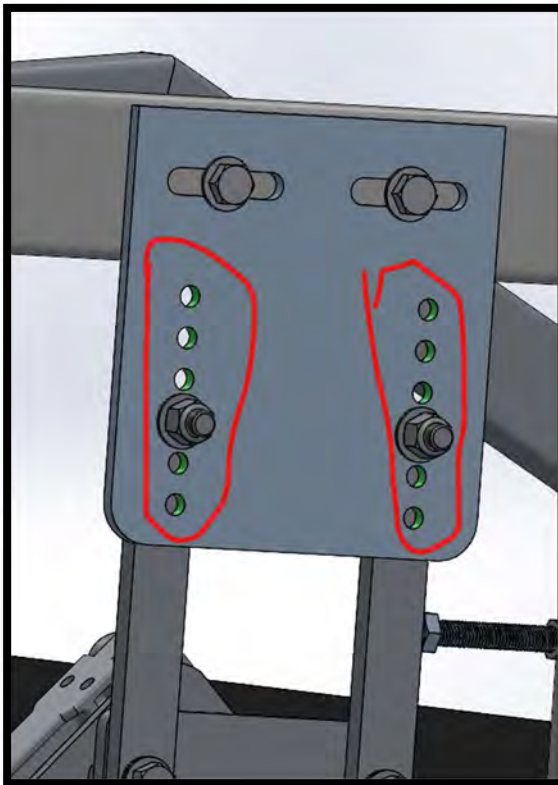
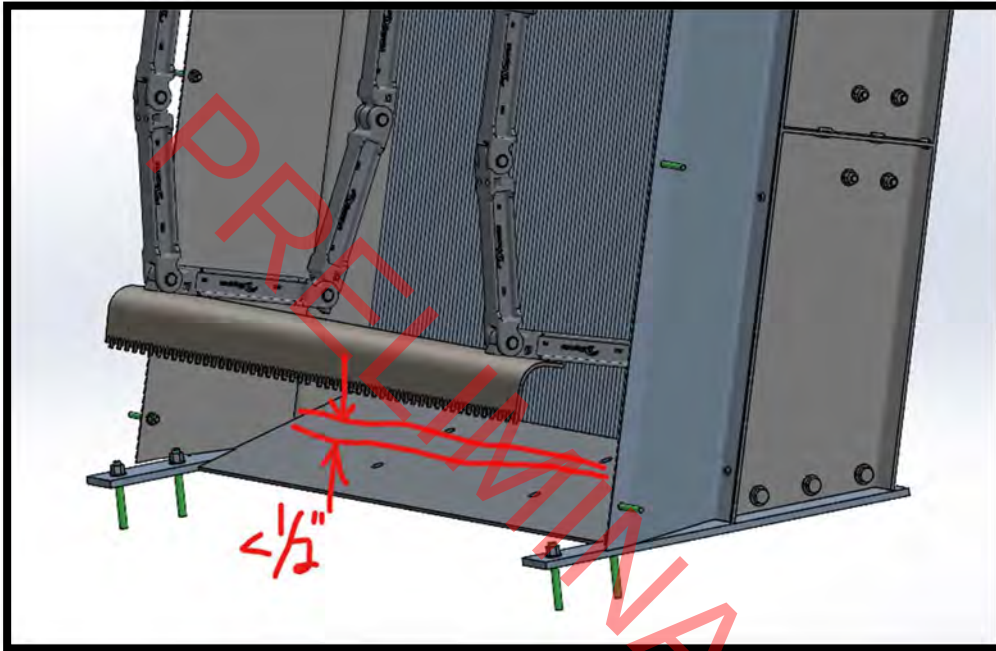


- 7.) Install Debris Blade Assembly by lowering full assembly and inserting the two bolts that are with the assembly as shown

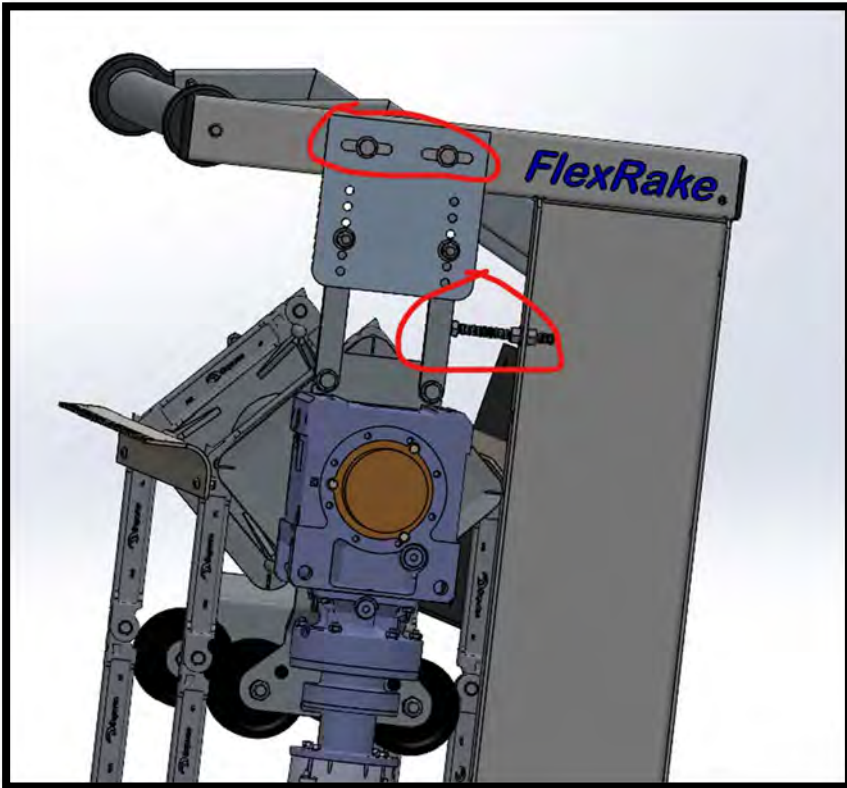
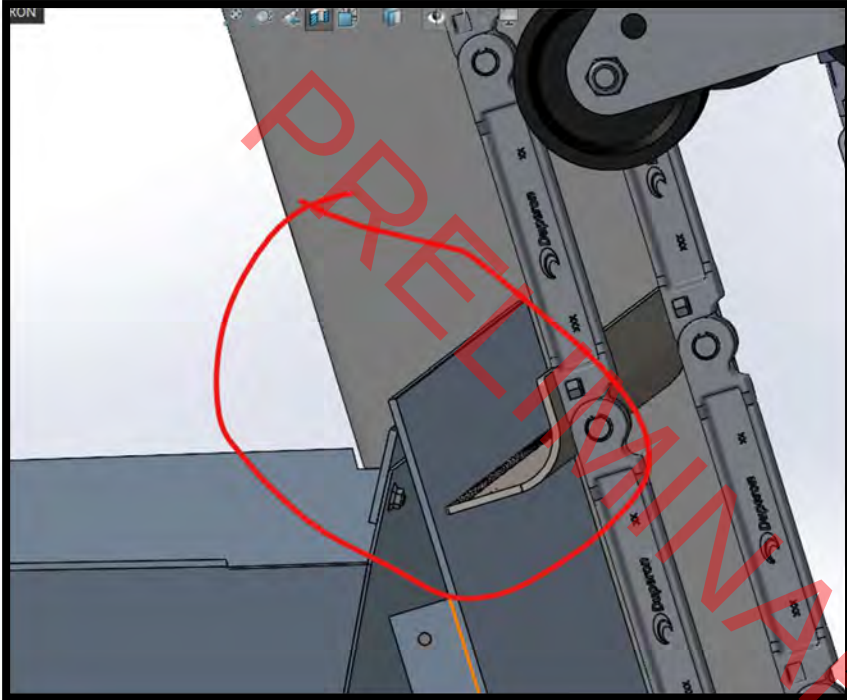




- 8.) Cycle machine while checking the base plate to ensure that scraper teeth either just kiss the base plate or have a small gap (no more than 1/2" gap) Adjust hinge bars as necessary.



- 9.) Run machine and ensure the scrapers stay on the deadplate to the top of the machine and do not drop off more than 1/4" when they reach the top. Adjust Drive head plates and stop bolt as necessary to meet this criteria.



10.) Before installing front enclosure, loosely install new motor cover on front enclosure using the existing holes

11.) Mark for new holes and to cut front enclosure to account for larger motor and motor cover

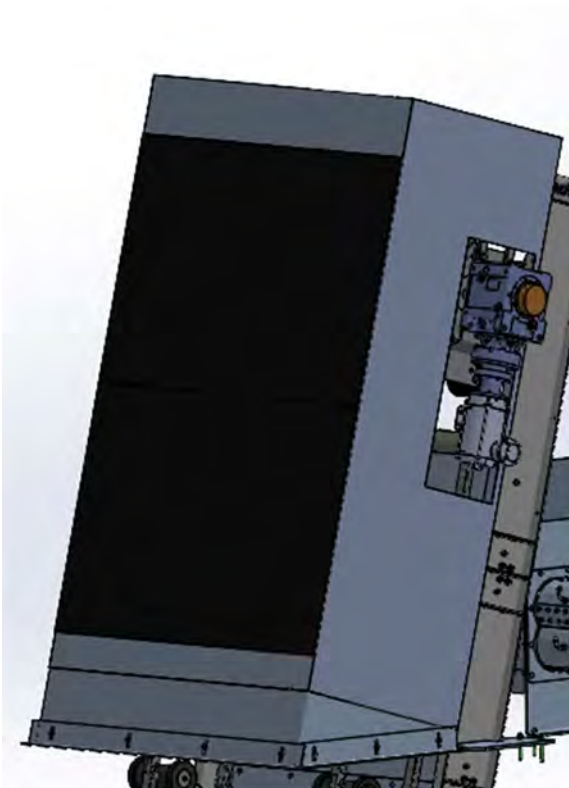


12.) Remove loosely attached motor cover

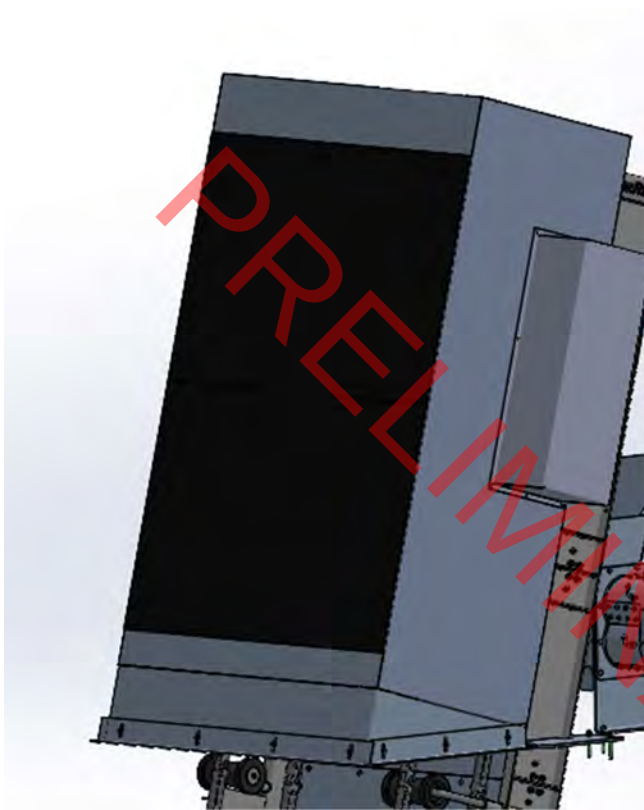
13.) Cutout front enclosure with an angle grinder.



14.) Install enclosures as they were before.



15.) Install motor cover using the existing holes.

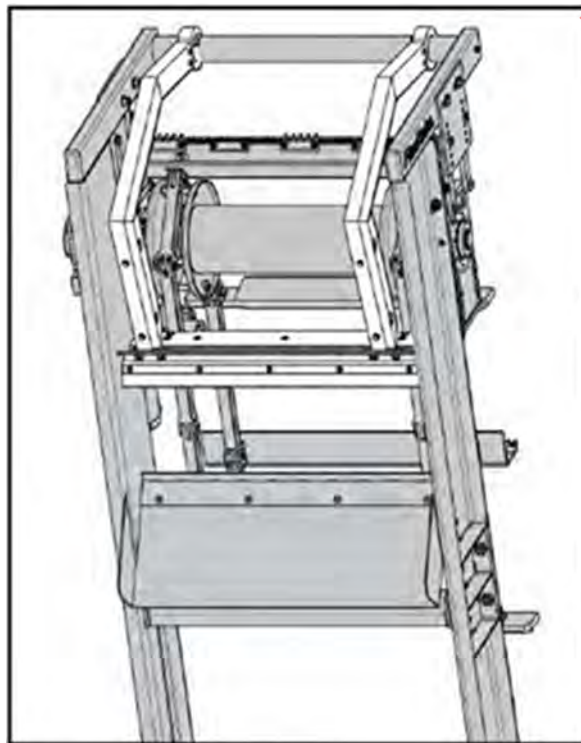


16.)Run machine



PRE-STARTUP CHECKLIST

1. If controls are provided, refer to the control's drawings and the motor wiring data provided.
2. Make certain that all containment or shipping devices have been removed.
3. Check to be certain that there are no obstructions to hinder the travel of the FlexRake®
4. Check that all Snap Rings are secure and that all bolts have been tightened. (It is not unusual to have bolts loosen during shipment.)
5. Snap Rings must only be installed with the included Snap Ring Tool. Please see "Snap Ring Installation" in this section.
6. There are no lubrication requirements because the motor and bearings are pre-lubricated (grease filled) and sealed.
7. Make sure that any wiring, especially temporary in nature, is secured with clamps or conduit to prevent a tripping hazard or so that it cannot become tangled in the raking mechanism.
8. Be certain that the debris blade has been pulled back, so it is not able to engage the scrapers' travel. If this is not done, and operation accidentally begins in reverse, it will cause damage to the unit.
9. Ensure scraper surfaces are free of dirt, heavy dust, hardened mud, concrete dust, and concrete cast-off before starting the machine. Failure to do so may cause the machine to jam and damage the scraper cleaning system (debris blade).





STORAGE INSTRUCTIONS

Storage of the Duperon® FlexRake®

- Keep all shipping cribbing (typically found at the link system and drive head, including the debris blade) in place until installation.
- The Duperon® FlexRake® should be placed on wood blocking no more than 6 feet on center down the frame rails.
- Blocking should be level and support the entire unit evenly.
- Drive head assembly should be covered for extended storage time. All covers should be vented or include desiccant (dehumidifying) material to prevent condensation.

IMPORTANT: Take care to ensure that the Duperon® FlexRake® is not stored in a placement that is “tweaked” or twisted in any way. This could result in permanent deformation of the unit.

Storage of Enclosure

- Store out of direct sunlight (indoors where possible). If shipped in protective wrapping, storage in direct sunlight/high heat may cause condensation. If storage is outdoors, all protective wrapping should have desiccant material added to prevent condensation.

Controls

- Store controls indoors in a clean, dry, controlled environment.
- Temperature range for storage is 32° - 100° F.
- Store controls in original shipping boxes off floor (on pallets or wood blocking).

Conveyors and Compactors

- Unit must be placed on a level surface.
- Drive/motor assembly should be covered from the elements for extended storage time. All covers should be vented or include desiccant material to prevent condensation.



OPERATION

PRELIMINARY





SERVICE/WARRANTY: OPERATIONAL CONSIDERATIONS

NOTE:

Any damage caused from improper use of JOG REVERSE or excessive high-speed run times is NOT covered under warranty.

Jog Reverse:

1. Where provided, Jog Reverse for all equipment is only functional in HAND mode and is only provided as a service convenience feature. Duperon® equipment does not require continuous reverse operation, so it is not designed as such.
 - a. When jog reverse is used for a rake, the debris blade must first be disengaged. The scrapers must be watched during re-entry into the bar screen/dead plate area to ensure the scraper teeth do not bind on the tops of the bars or the dead plate.

High Speed:

2. If your controls have a high/low speed selector switch or have the ability to automatically speed up through provided controller or float, then precautions should be taken to avoid running at high speed over 20% of the total run time.
 - a. Precautions may include educating the operators or locking out the high-speed function to authorized personnel only.
 - b. For automatic speed increase, the setpoints should be set such that typical conditions will not promote high speed operation, unless there is a unique situation discussed directly with Duperon®.

W2657V2 - FlexRake® Operation Procedures

(typical for both FlexRake® units)

To Start either Duperon FlexRake®:

1. Insure all Emergency Stop (E-STOP) buttons are pulled out. There's an E-Stop on the side of the main panel and on both the local stations.
2. Insure the circuit breaker is in the **ON** position.
3. Turn HOA Selector Switch to desired position.
 - a. **In Auto mode**, the Duperon FlexRake® will start automatically when any one of the following 4 conditions exists:
 - i. When the next time interval occurs
 - ii. When a remote start signal from SCADA is received
 - iii. When a signal is received from the HydroRanger controller that a high differential level condition exists. The rake will run and automatically increase/decrease speeds as the differential increases/decreases according the PLC setpoints. The rake will run at high speed if the differential reaches a High Diff. Level setpoint in the PLC.
 - iv. When the High Level float tips the rake will run at high speed and a signal is sent to SCADA until the Reset button is pressed and the float returns to its normal position. The alarm light and horn will also annunciate.
 - b. **In Hand mode**, depress the "Forward" button on the local station to start the Duperon FlexRake®. The rake will run continuously until stopped by one of the shutdown procedures below.
 - c. **About Jog Reverse** – Jog Reverse is only functional in Hand mode and is only provided a service convenience feature. The equipment was not designed to run continuously in reverse. When used, the stripper should first be disengaged and the scrapers watched during re-entry into the barscreen to insure the fingers do not catch on the tops of the bars. Stripper and scraper damage caused from improper use of Jog Reverse **will have warranty implications.**

Running the Conveyor:

1. Turn HOA Selector Switch to desired position.
 - a. **In Auto mode**, the conveyor will start automatically whenever either FlexRake® runs. The Conveyor continues running for a field-adjustable time after the last

FlexRake® stops running to insure all debris has been deposited.

- b. **In Hand mode**, depress the “Conveyor Start” button (located on the remote push button station) – Conveyor continues to run until shutdown by one of the “Shutdown Procedures”.

Shutdown Procedures:

1. Shutdown of the Duperon FlexRake® can be accomplished a few ways:
 - a. Push the Emergency Stop (E-STOP) button.
 - b. Or turn the Hand/Off/Automatic (HOA) selector switch to the off position.
 - c. Or turn the circuit breaker to the OFF position.

FlexRake® Fault Reset Procedures:

In the event that a “**VFD Fault**” is received:

1. Turn the HOA to the Off position and wait for a few seconds.
2. Turn the HOA back to desired setting and follow procedure above to “Start the Duperon FlexRake®”

In the event a “**Motor Overtemp**” fault is received:

1. Turn the Hand/Off/Automatic (HOA) selector switch to the Off position.
2. Wait for the motor to cool down to within normal operating temperatures.
3. Follow procedure above to “Start the Duperon FlexRake®”

NOTE: If the HOA is left in the Auto position, then the rake will restart automatically once the motor temperature returns within operating range and if the run contact is closed (when any of the 4 automatic operating conditions above exist).

NOTE: There are multiple VFD Faults that can be generated. Any alarm condition such as a VFD Fault or High Level warning will send a signal and annunciate the alarm light and horn

Spirac Conveyor Fault Reset Procedures:

In the event of a Loss of Rotation fault is received

1. Turn the HOA switch to the “Off” position.
2. Clear the obstruction
3. Turn the HOA switch to Hand or Auto position and re-start accordingly.

NOTE: If the motor stops due to an ambient overload condition, then the motor must be allowed to cool before it can be restarted.



MAINTENANCE

PRELIMINARY



MAINTENANCE

The Duperon® FlexRake® has been designed to be a simple, mechanical device with few maintenance requirements. The following pages have been prepared to provide you with maintenance requirements, gearbox and motor data, OEM catalog information, and troubleshooting assistance should any issues arise. Of course you are always welcome to contact us at 800.383.8479 should you have any questions, comments or concerns with the unit

Duperon® FlexRake® Standard Maintenance Schedule

Inspection/Maintenance Period	Item(s) to Inspect/Maintain
Daily:	Ensure unit is running and not in Fault Mode. Make a visual inspection of moving components. (Notice if the debris blade engages with the scraper squarely and if the scraper exits the dead plate area properly.) Listen for any unusual noise and watch for any unusual vibration.
Monthly:	Clear any debris that may be wrapped around the scrapers. Check motor/gearbox for leakage and excessive temperatures. If temperature of gearbox is above 70°C or motor temperature is above 80°C, contact Duperon® Customer Care.
Annual:	Check specific gearbox lubrication level requirements. Assure that all snap rings are in good shape and seated in the groove of the drive pins and link pins. Power spray unit (where possible) and clear debris from all components. Look for corrosion on painted surfaces and touch up paint where necessary. Assure that all fasteners on the bar screen and motor/gearbox assembly are tight. If loose, tighten.

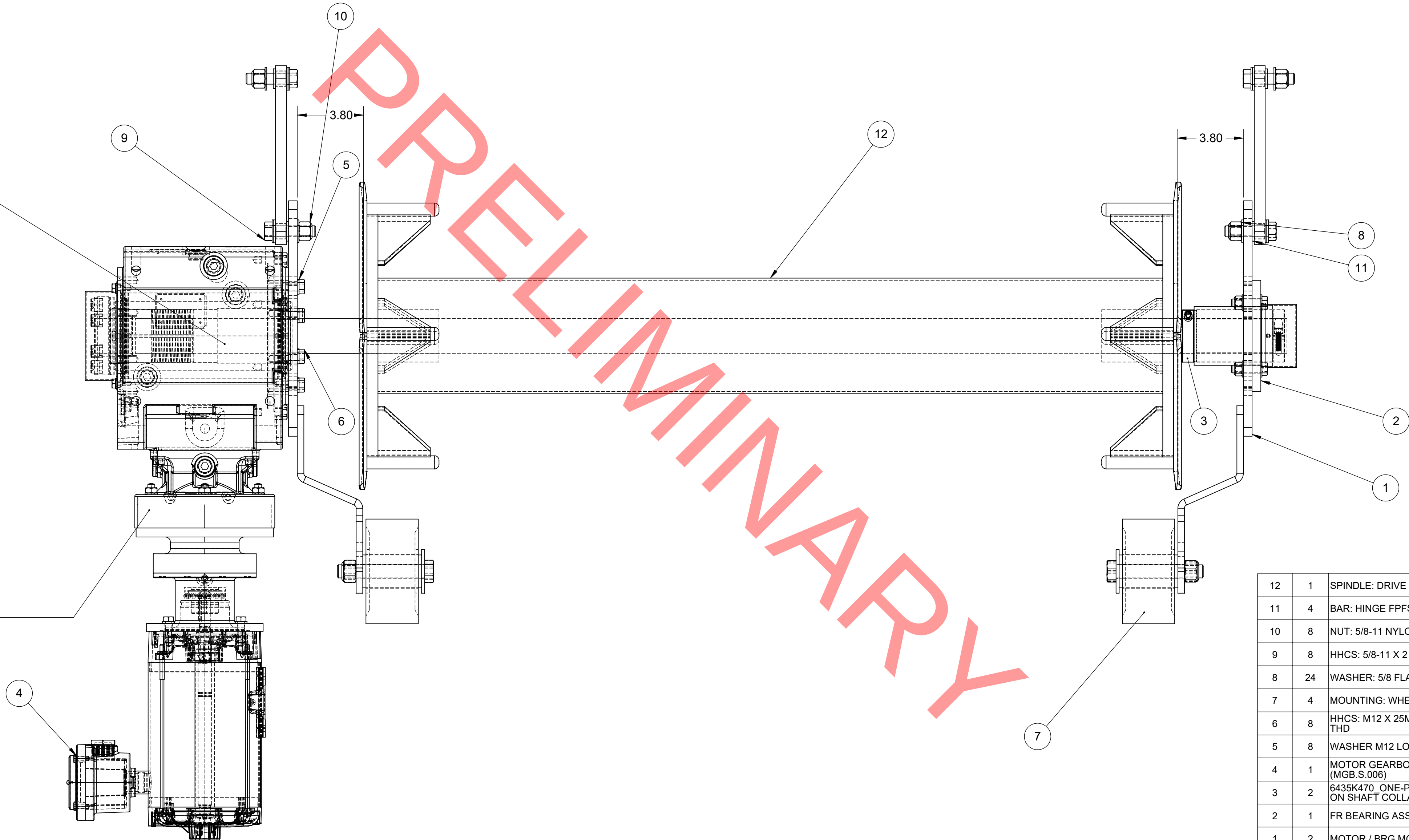
REVISIONS				
REV.	DESCRIPTION	DATE	REVISED	APPROVED

BEVEL BUDDY BOX -
SHELL GADUS S2
V220 00 DRAIN

WHEN WARM
MEASURE REMOVE
AND REPLACE

SEE GEARBOX CUT
SHEET FOR GREASE
AMT

CYCLO- THIS HAS MANY
SMALL PARTS AND
REQUIRES DISASSEMBLY
TO CHANGE THE GREASE.
MOST CUSTOMERS HAVE
LONG TERM SUCCESS IF
THEY LEAVE THIS PORTION
OF THE GEARBOX
ASSEMBLED AND NEVER
CHANGE THE GREASE AS IT
IS SEALED. IF YOU EVER
NEED TO DISASSEMBLE
AND NEED GREASE IT IS
EXXON UNIREX N2 OR EQV.



12	1	SPINDLE: DRIVE 5" 304SS FROIQ	304SS	174.51	-	2047.D.205.5.0.1
11	4	BAR: HINGE FPFS 304SS		2.62	-	FR.S.HB1.5.0.2
10	8	NUT: 5/8-11 NYLOCK	304 SS			5811NY.5
9	8	HHCS: 5/8-11 X 2 1/2" LG	304SS			58112.5H.5
8	24	WASHER: 5/8 FLAT SAE	304SS			58W.5S
7	4	MOUNTING: WHEEL 304SS		4.09	-	FR.K.WK3.5.0.1
6	8	HHCS: M12 X 25MM LG FULL THD	304SS			M1225FTH.5
5	8	WASHER M12 LOCK	304 SS			M12LW.5
4	1	MOTOR GEARBOX ASM (MGB.S.006)		249.25	-	MGB.S.006
3	2	6438K470 ONE-PIECE CLAMP- ON SHAFT COLLAR				1000726
2	1	FR BEARING ASSEMBLY	304SS	7.19	-	FR.K.BRA.5.0.0
1	2	MOTOR / BRG MOUNT	304SS	23.64	-	FR.D.291.5.0.1
NO.	QTY.	DESCRIPTION	MAT'L	WT#	LENGTH	PART NO

2047.S.DH3.5.0.1

O & M Layout

DIMENSIONING & TOLERANCING IN
ACCORDANCE WITH ANSI Y14.5M-1982
TOLERANCES - UNLESS
OTHERWISE SPECIFIED
X = ±0.13
XX = ±0.06
XXX = ±0.009
XXXX = ±0.0009
ANGULAR = ±0.5°

DUPERON[®]
Saginaw, Michigan 48601
TF 800.383.8479

DRAWN
DAC
CHECKED

DATE
3/8/2021
DATE

APPROVED

DATE

APPROVED

DATE

SHEET TITLE

**Duperon
FRO IQ**

PART NAME

SUB-ASSY: FROIQ DRIVEHEAD

SIZE
D

FSCM NO.

DWG. NO.

2047.S.DH3.5.0.1

REV
2

SCALE
1:4

SHEET
1 OF 1

PROPRIETARY

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LUBRICATION

Duperon Maintenance Schedule for Grease Lubricated BBB

The Sumitomo gearbox has two operating portions: the “right angle gear” Bevel Buddy Box (BBB) and the Cyclo portion. All Sumitomo gearbox portions are under extreme pressure. The BBB portion utilizes pourable grease (see Sumitomo manual chart for more information on this type of grease).

The lubrication system has been modified for Duperon Corporation (12/8/2003). Due to the application and low-rpm operation of Duperon equipment, we have found that Cyclos that are left assembled have a much longer life in comparison with those that have been disassembled.

Sumitomo Maintenance Schedule for Grease Lubricated BBB

The following is the standard recommended maintenance to be performed:

Cyclo

This is the round reducer portion between the motor and the square shaped Bevel Buddy Box “BBB”. The Cyclo has been grease lubricated with Exxon Unirex N2 grease and is considered maintenance free and needs no replenishment, but it is recommended the unit be disassembled every 20,000 or 4-5 years to clean and repack with designated grease to prolong service life.

Bevel Buddy Box

This is the square shaped portion with the shaft running through it. This has been filled with Shell Gadus V220 00 or equivalent and can be changed every 20,000 hours or 5 years to provide longer service. This is pourable grease and has a viscosity like that of molasses. It is recommended that this be drained during warm weather or when the unit is warm from running. There is no need for venting.

Quarterly inspection for leakage, loose fasteners, excessive heat, etc. should be performed to assure trouble-free operation.

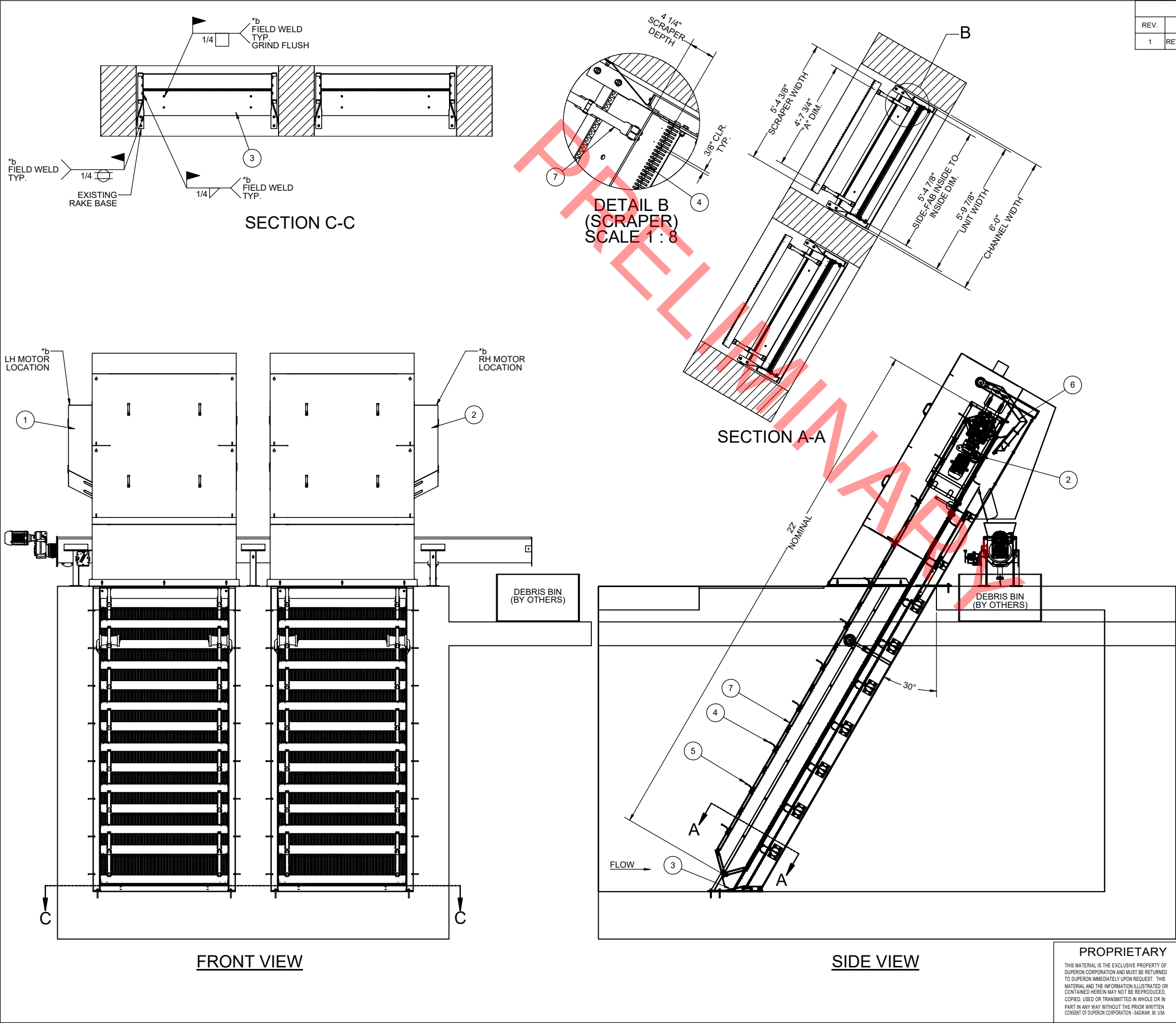
TROUBLESHOOTING

Equipment Status	Possible Cause	Remedy
Unit won't start/run.	VFD Fault Wiring Issue/Problem	Reset VFD (Turn switch to OFF and wait three minutes). If VFD faults upon start-up, check unit for blockage / cribbing or similar mechanical issue. Check voltage on electrical lines feeding control panel. Check source voltage on control power circuits. If initial start-up, check wiring to VFD and motor conduit box.
Scrapers are uneven.	FlexLink™ has jumped the sprocket. For sites that encounter large debris, it is possible for one chain strand to "get ahead" of another.	Using a short block of wood (2x4), wedge the block between the "lagging" chain and the adjacent sprocket. Let the chain ride on the piece of wood and it will fall forward one link – realigning the chain.
Unit is noisy.	Motor Fan	Some motors have a fan for cooling, inspect fan cover for possible interference.
Debris remaining on scraper.	Sticky or clingy debris.	Add spray water nozzles.
Link system sagging.	Link system needs support.	Add link slide.
Missing Snap Rings.	Sidestream flow or ice buildup.	Divert flow directly to screen.



SITE-SPECIFIC DATA

PRELIMINARY



REVISIONS				
REV.	DESCRIPTION	DATE	REVISED	APPROVED
1	REV'D FOR FABRICATION - NOTE #3 UPDATED	11/6/2023	JPM	SV

D03810410426.5
FULL PENETRATION
FINE SCREEN, FULLY ASSEMBLED
FlexRake® (5'-9 7/8" W x 22' L)
(2) UNITS

- 304 NOTE:**
- ALL STAINLESS STEEL PLATE AND SHAPES SHALL BE 304 UNLESS NOTED OTHERWISE.
 - ALL FASTENERS SHALL BE 304SS AND CONDITION C.W. ASTM F593-86a. STANDARD HOLE FOR 1/2" FASTENERS IS 9/16" AND STANDARD HOLE FOR 3/8" FASTENERS IS 13/32". NO OVERSIZED HOLES OR SLOTS ALLOWED UNLESS SPECIFICALLY DETAILED. ONLY NON-MAGNETIC FASTENERS.
 - ALL WELDED CONNECTIONS SHALL COMPLY WITH AWS "STRUCTURAL WELDING CODE-SHEET STEEL" D1.6.
 - WELDERS AND WELDING PROCEDURES SHALL BE QUALIFIED AS SPECIFIED IN AWS D1.6. FILLER METAL SHALL CONFORM TO: "SPECIFICATION FOR COVERED CORROSION - RESISTING CHROMIUM AND CHROMIUM-NICKEL STEEL WELDING ELECTRODES", AWS SPECIFICATION A5.9-07 OR "SPECIFICATION FOR CORROSION-RESISTING CHROMIUM AND CHROMIUM-NICKEL STEEL BARE AND COMPOSITE METAL CORED AND STRANDED. WELDING ELECTRODES AND WELDING RODS". AWS SPECIFIED A5.9-07. ALL WELDS TO BE 1/4" CONTINUOUS FILLET, UNLESS NOTED.

NOTE #1
@=SHIPPED LOOSE-FIELD INSTALL REQUIRED

NOTE #2
TOTAL SHIP WT = .54 TON

- NOTE #3**
CONTRACTOR VERIFIED THAT THE PROPOSED INSTALLATION IS SUITED TO THE SITE.
CONTRACTOR VERIFIED NOTES AND COMMENTS ON THE THIRD PAGE OF ACKNOWLEDGMENT FORM:
- VERIFIED MOTOR LOCATION: QTY. (1) LH SIDE OF UNIT, QTY.(1) RH SIDE OF UNIT
 - VERIFIED FIELD WELD REQ'D. AT BASE PLATE, (3) PLACES

@	7	4	SUB-ASSY: 304SS LINK STRAND 22		242.99	-	S26400L.S.LKS1.5.0.0
@	6	2	DB: FP/FPFS 6" 304SS		87.95	-	A06988W.S.ST6.5.0.1
@	5	22	SUB-ASSY: FRIQ .38 SCRAPER RH 304SS		27.21	-	2657.S.SC6.5.0.R
@	4	24	SUB-ASSY: FRIQ .38 SCRAPER LH 304SS		27.21	-	2657.S.SC6.5.0.L
@	3	2	WELD ON BASE PLATE COVER 304SS	60.07	-	-	2657.D.507.5.0.0
@	2	1	SUB-ASSY: FROIQ DRIVEHEAD RH 304SS	372.02	-	-	2657.S.DH3.5.0.R
@	1	1	SUB-ASSY: FROIQ DRIVEHEAD LH 304SS	372.02	-	-	2657.S.DH3.5.0.L
NO.	QTY.		DESCRIPTION	MAT'L	WT#	LENGTH	PART NO

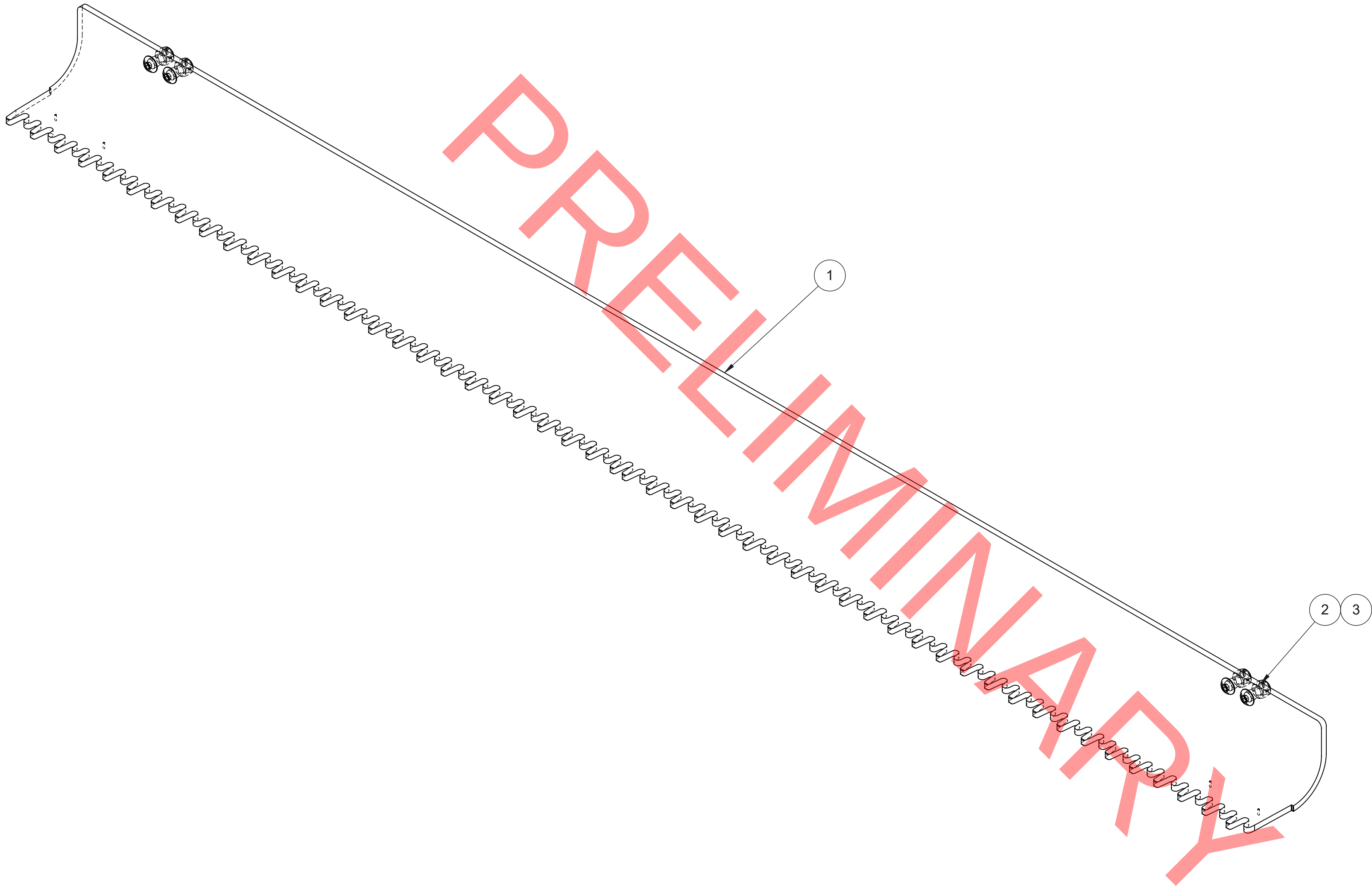
V2 - FOR FABRICATION

DIMENSIONING & TOLERANCING IN ACCORDANCE WITH ANSI Y14.5M-1982 TOLERANCES - UNLESS OTHERWISE SPECIFIED X = ±0.13 XX = ±0.06 XXX = ±0.006 XXXX = ±0.0009 ANGULAR = ±0.5°		 Saginaw, Michigan 48601 TF 800.383.8479	
DRAWN JPM	DATE 9/25/2023	SHEET TITLE NACOGDOCHES, TX WWTP	
CHECKED BDJ	DATE 9/25/2023	PART NAME MAIN LAYOUT	
APPROVED SV	DATE 9/25/2023	SIZE D	
SCALE 1:25		FSCM NO.	REV 1
		DWG. NO. 2657A001	
		SHEET 1 OF 1	

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REVISIONS				
REV.	DESCRIPTION	DATE	REVISED	APPROVED



3	4	NUT: 3/8-16 NYLOCK	304 SS			3816NY.5
2	4	BHCS: 3/8-16 X 1" LG FULL THD	304SS			38161FTBH.5
1	1	SCRAPER: FRIQ .38 OPENING RH 6"	2205	26.94	-	2657.D.019.37.0.R
NO.	QTY.	DESCRIPTION	MAT'L	WT#	LENGTH	PART NO

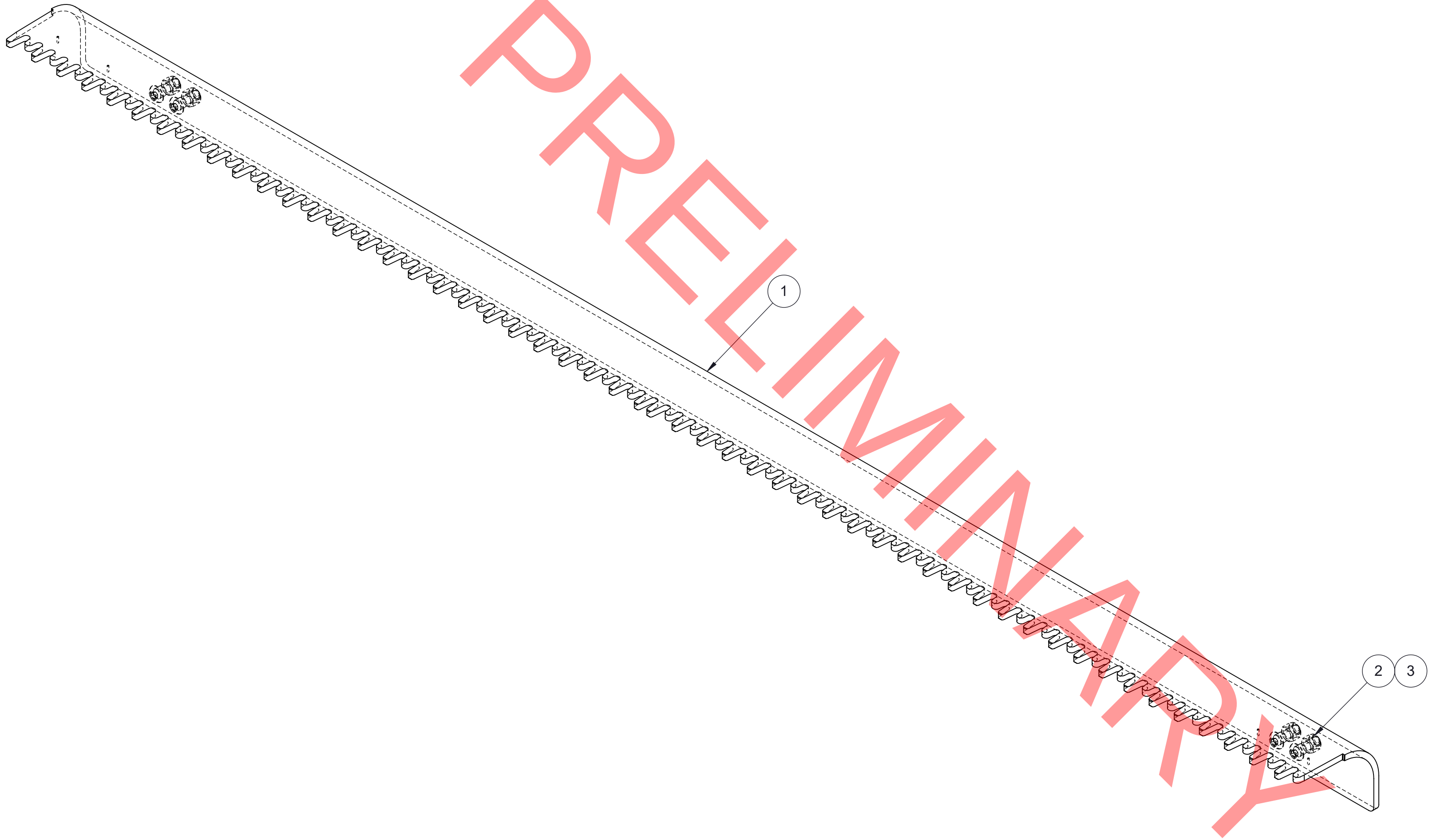
V2 - FOR FABRICATION

DIMENSIONING & TOLERANCING IN ACCORDANCE WITH ANSI Y14.5M-1982 TOLERANCES - UNLESS OTHERWISE SPECIFIED .X = .±0.13 .XX = .±0.06 .XXX = .±0.009 XXXX = .±0.0009 ANGULAR = ±0.5°		 Saginaw, Michigan 48601 TF 800.383.8479			
DRAWN JPM	DATE 11/7/2023	SHEET TITLE NACOGDOCHES, TX WWTP - PART NAME SUB-ASSY: FRIQ .38 SCRAPER RH 304SS			
CHECKED GMF	DATE 11/8/2023				
APPROVED SV	DATE 11/8/2023				
APPROVED	DATE				
		SIZE D	FSCM NO.	DWG. NO. 2657.S.SC6.5.0.R	REV 0
		SCALE 1:3		SHEET 1 OF 1	

PROPRIETARY

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REVISIONS				
REV.	DESCRIPTION	DATE	REVISED	APPROVED



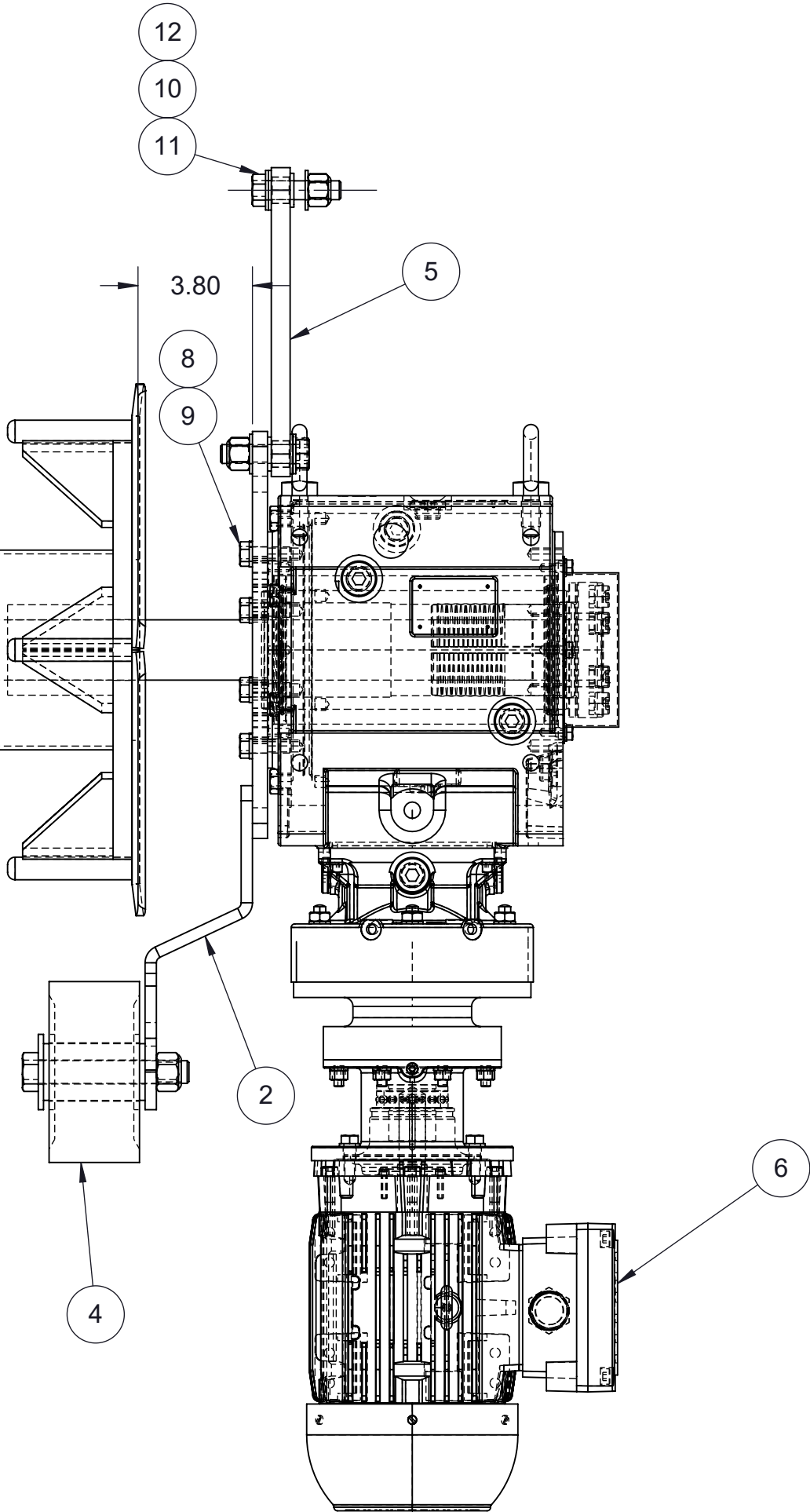
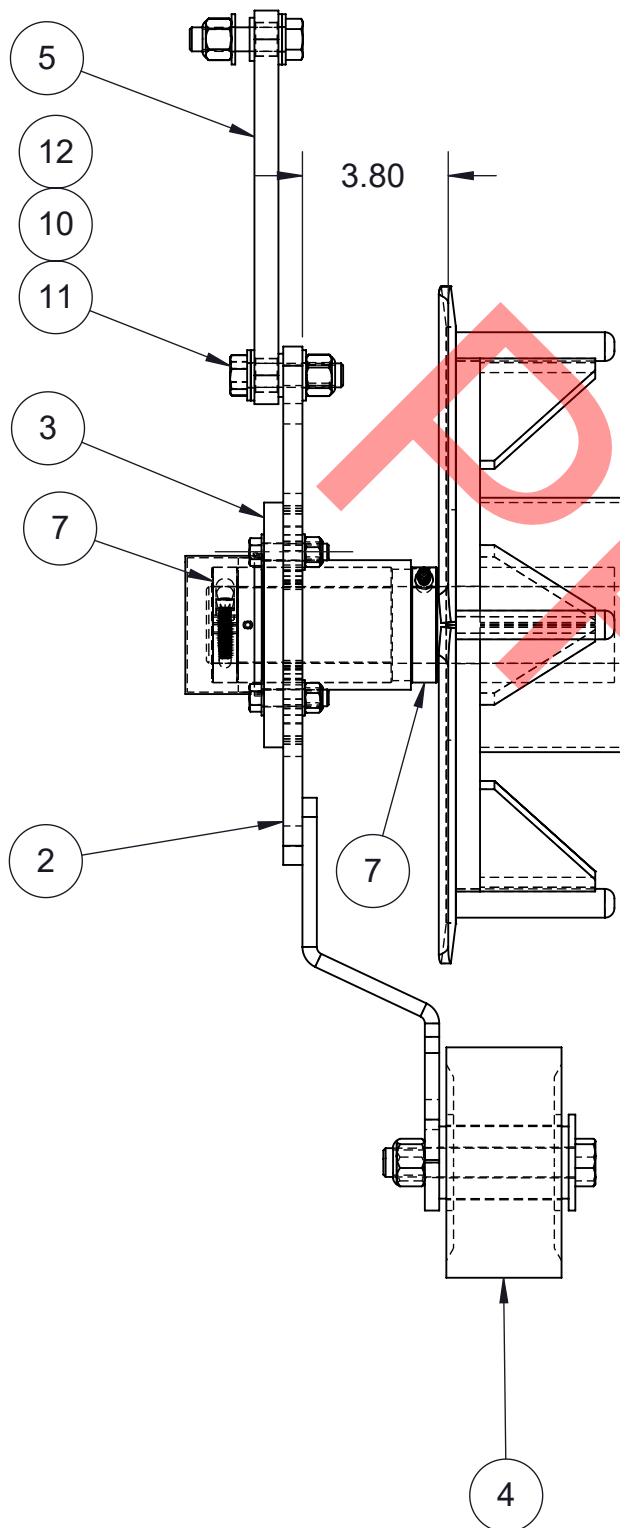
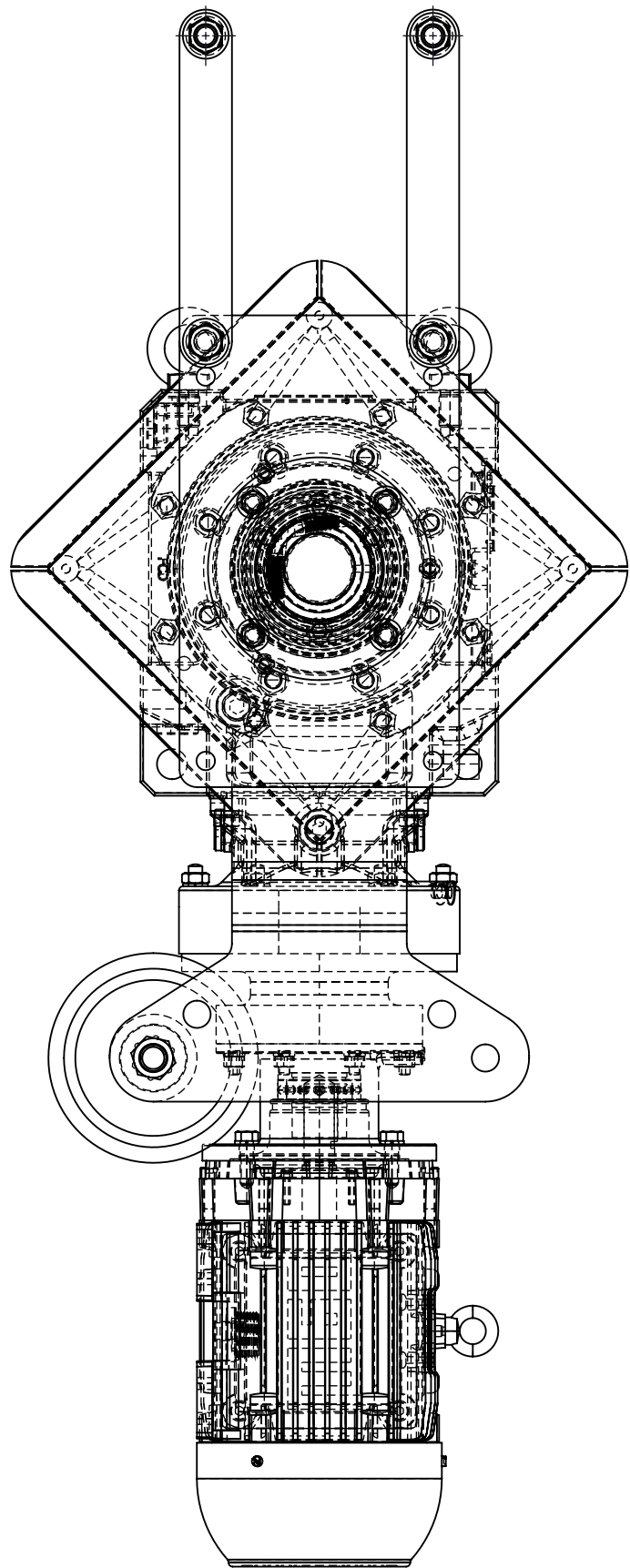
3	4	NUT: 3/8-16 NYLOCK	304 SS			3816NY.5
2	4	BHCS: 3/8-16 X 1" LG FULL THD	304SS			38161FTBH.5
1	1	SCRAPER: FRIQ .38 OPENING LH 6'	2205	26.94		2657.D.019.37.0.L
NO.	QTY.	DESCRIPTION	MAT'L	WT#	LENGTH	PART NO

V2 - FOR FABRICATION

DIMENSIONING & TOLERANCING IN ACCORDANCE WITH ANSI Y14.5M-1982 TOLERANCES - UNLESS OTHERWISE SPECIFIED .X = +0.13 .XX = +0.06 .XXX = +0.009 XXXX = +0.0009 ANGULAR = +0.5°		 Saginaw, Michigan 48601 TF 800.383.8479	
DRAWN JPM	DATE 11/7/2023	SHEET TITLE NACOGDOCHES, TX WWTP - PART NAME	
CHECKED GMF	DATE 11/8/2023		
APPROVED SV	DATE 11/8/2023		
APPROVED	DATE	SUB-ASSY: FRIQ .38 SCRAPER LH 304SS	
		SIZE D	REV 0
		FSCM NO.	DWG. NO. 2657.S.SC6.5.0.L
		SCALE 1:3	SHEET 1 OF 1

PROPRIETARY

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12	8	NUT: 5/8-11 NYLOCK	304 SS			5811NY.5
11	8	HHCS: 5/8-11 X 2 1/2" LG	304SS			58112.5H.5
10	24	WASHER: 5/8 FLAT SAE	304SS			58W.5S
9	8	HHCS: M12 X 35MM LG FULL THD	304SS			M1235FTH.5
8	8	WASHER M12 LOCK	304 SS			M12LW.5
7	2	6435K470_ONE-PIECE CLAMP-ON SHAFT COLLAR				1000726
6	1	MOTOR GEARBOX ASM (MGB.S.051)		102.78	-	MGB.S.051
5	4	BAR: HINGE FPFS 304SS		2.62	-	FR.S.HB1.5.0.2
4	2	MOUNTING: WHEEL 304SS		4.09	-	FR.K.WK3.5.0.1
3	1	KIT: FAB DRIVE HEAD BEARING 304SS	-	7.92	-	FR.K.BRA.5.0.0
2	2	MOTOR / BRG MOUNT	304SS	21.05	-	FR.D.291.5.0.0
1	1	SPINDLE: DRIVE FROIQ	304SS	194.03	-	2657.D.205.5.0.1
NO.	QTY.	DESCRIPTION	MAT'L	WT#	LENGTH	PART NO

V2 - FOR FABRICATION

DIMENSIONING & TOLERANCING IN ACCORDANCE WITH ANSI Y14.5M-1982
TOLERANCES - UNLESS OTHERWISE SPECIFIED
.X = +0.13
.XX = +0.06
.XXX = +0.009
XXXX = +0.0009
ANGULAR = +0.5°



DRAWN	DATE
JPM	11/7/2023
CHECKED	DATE
GMF	11/8/2023
APPROVED	DATE
SV	11/8/2023
APPROVED	DATE

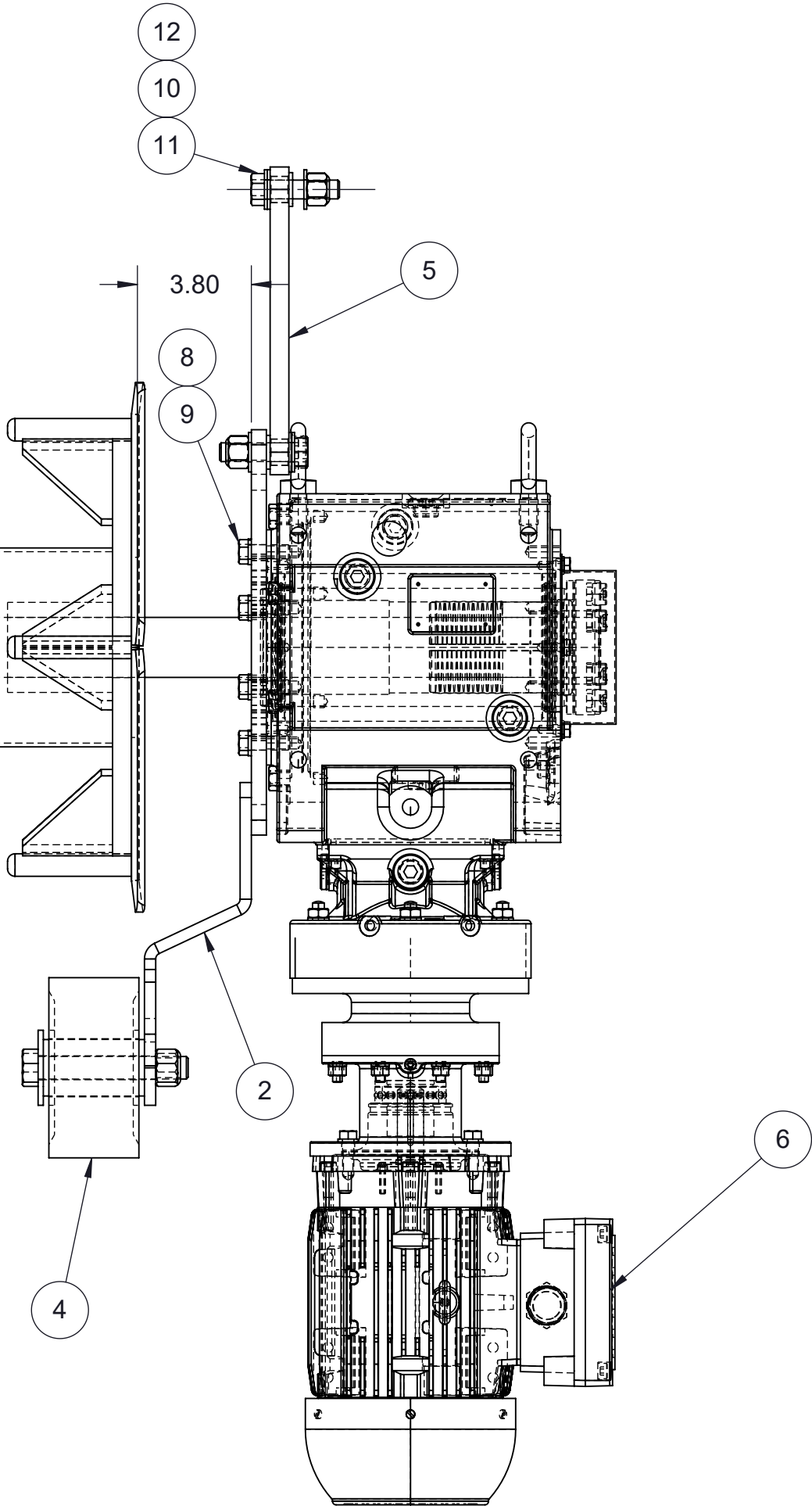
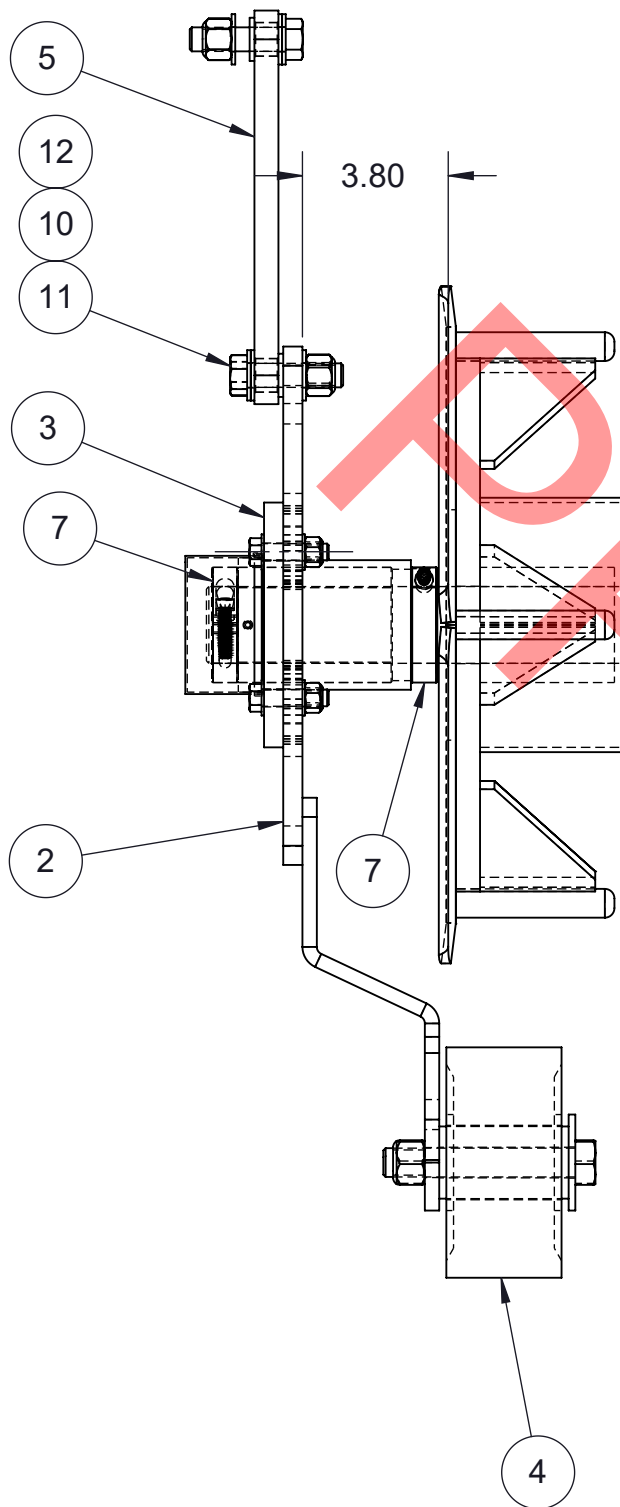
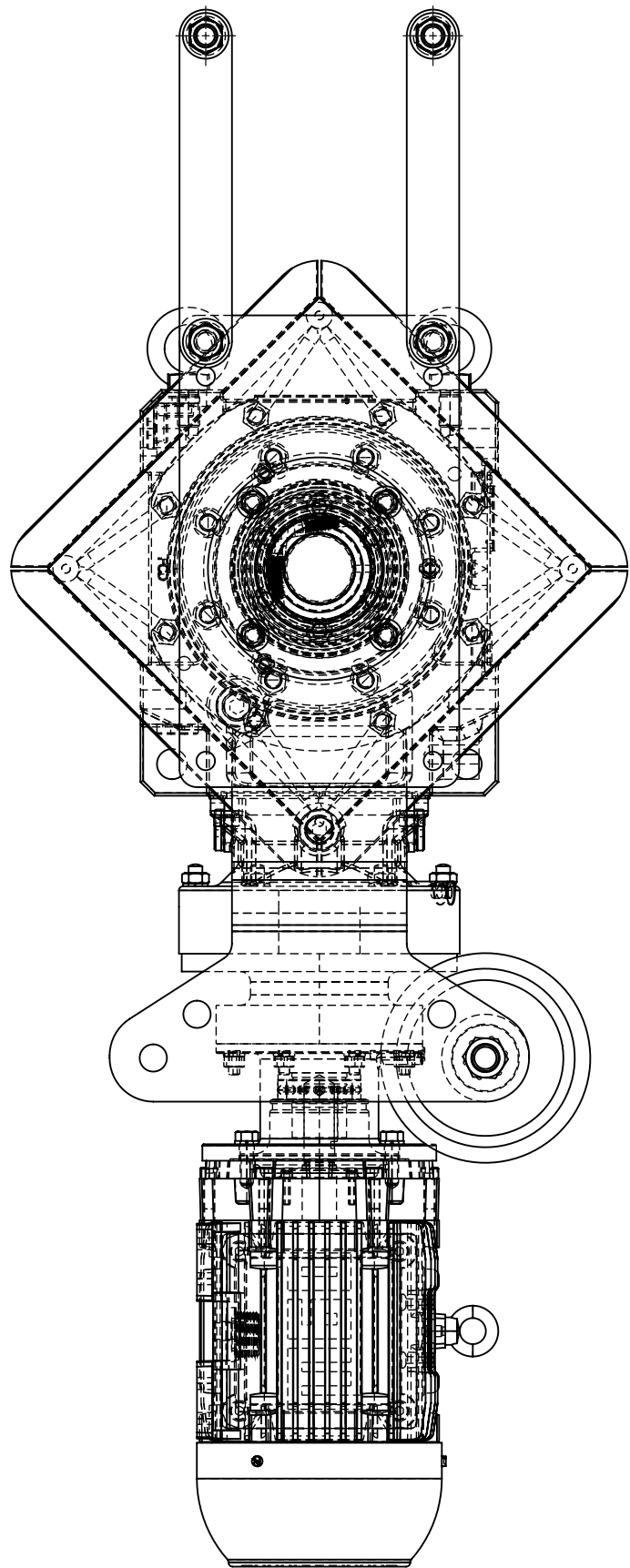
SHEET TITLE
**NACOGDOCHES, TX
WWTP**
-
PART NAME

SUB-ASSY: FROIQ DRIVEHEAD RH 304SS

SIZE	FSCM NO.	DWG. NO.	REV
D		2657.S.DH3.5.0.R	0
SCALE	1:5	SHEET	1 OF 1

PROPRIETARY

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12	8	NUT: 5/8-11 NYLOCK	304 SS			5811NY.5
11	8	HHCS: 5/8-11 X 2 1/2" LG	304SS			58112.5H.5
10	24	WASHER: 5/8 FLAT SAE	304SS			58W.5S
9	8	HHCS: M12 X 35MM LG FULL THD	304SS			M1235FTH.5
8	8	WASHER M12 LOCK	304 SS			M12LW.5
7	2	6435K470_ONE-PIECE CLAMP-ON SHAFT COLLAR				1000726
6	1	MOTOR GEARBOX ASM (MGB.S.051)		102.78	-	MGB.S.051
5	4	BAR: HINGE FPFS 304SS		2.62	-	FR.S.HB1.5.0.2
4	2	MOUNTING: WHEEL 304SS		4.09	-	FR.K.WK3.5.0.1
3	1	KIT: FAB DRIVE HEAD BEARING 304SS	-	7.92	-	FR.K.BRA.5.0.0
2	2	MOTOR / BRG MOUNT	304SS	21.05	-	FR.D.291.5.0.0
1	1	SPINDLE: DRIVE FROIQ	304SS	194.03	-	2657.D.205.5.0.1
NO.	QTY.	DESCRIPTION	MAT'L	WT#	LENGTH	PART NO

V2 - FOR FABRICATION

DIMENSIONING & TOLERANCING IN ACCORDANCE WITH ANSI Y14.5M-1982
TOLERANCES - UNLESS OTHERWISE SPECIFIED
.X = ±0.13
.XX = ±0.06
.XXX = ±0.009
XXXX = ±0.0009
ANGULAR = ±0.5°



DRAWN	DATE
JPM	11/7/2023
CHECKED	DATE
GMF	11/8/2023
APPROVED	DATE
SV	11/8/2023
APPROVED	DATE

SHEET TITLE
**NACOGDOCHES, TX
WWTP**
-
PART NAME

SUB-ASSY: FROIQ DRIVEHEAD LH 304SS

SIZE	FSCM NO.	DWG. NO.	REV
D		2657.S.DH3.5.0.L	0
SCALE	1:5	SHEET	1 OF 1

PROPRIETARY

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FLEXRAKE® IQ FR.K.SP1.006 STANDARD SPARE PARTS LIST

QTY	PART NUMBER	DESCRIPTION
10	FR.D.013	SNAP RINGS
4	38161FTBH	BHCS: 3/8-16 X 1"
4	3816NY	3/8-16 NYLOCK NUT
4	FR.IQ.D.050	PIN: FR IQ CLEVIS 3/4"
1	NEVSEEZ1OZ	1 OZ TUBE NEVER SEEZE
1	FR.T.T001	SNAP RING TOOL WITH INSTRUCTION SHEET



CONTROLS DATA

PRELIMINARY

W2657V2 - FlexRake® Operation Procedures

(typical for both FlexRake® units)

To Start either Duperon FlexRake®:

1. Insure all Emergency Stop (E-STOP) buttons are pulled out. There's an E-Stop on the side of the main panel and on both the local stations.
2. Insure the circuit breaker is in the **ON** position.
3. Turn HOA Selector Switch to desired position.
 - a. **In Auto mode**, the Duperon FlexRake® will start automatically when any one of the following 4 conditions exists:
 - i. When the next time interval occurs
 - ii. When a remote start signal from SCADA is received
 - iii. When a signal is received from the HydroRanger controller that a high differential level condition exists. The rake will run and automatically increase/decrease speeds as the differential increases/decreases according the PLC setpoints. The rake will run at high speed if the differential reaches a High Diff. Level setpoint in the PLC.
 - iv. When the High Level float tips the rake will run at high speed and a signal is sent to SCADA until the Reset button is pressed and the float returns to its normal position. The alarm light and horn will also annunciate.
 - b. **In Hand mode**, depress the "Forward" button on the local station to start the Duperon FlexRake®. The rake will run continuously until stopped by one of the shutdown procedures below.
 - c. **About Jog Reverse** – Jog Reverse is only functional in Hand mode and is only provided a service convenience feature. The equipment was not designed to run continuously in reverse. When used, the stripper should first be disengaged and the scrapers watched during re-entry into the barscreen to insure the fingers do not catch on the tops of the bars. Stripper and scraper damage caused from improper use of Jog Reverse **will have warranty implications.**

Running the Conveyor:

1. Turn HOA Selector Switch to desired position.
 - a. **In Auto mode**, the conveyor will start automatically whenever either FlexRake® runs. The Conveyor continues running for a field-adjustable time after the last

FlexRake® stops running to insure all debris has been deposited.

- b. **In Hand mode**, depress the “Conveyor Start” button (located on the remote push button station) – Conveyor continues to run until shutdown by one of the “Shutdown Procedures”.

Shutdown Procedures:

1. Shutdown of the Duperon FlexRake® can be accomplished a few ways:
 - a. Push the Emergency Stop (E-STOP) button.
 - b. Or turn the Hand/Off/Automatic (HOA) selector switch to the off position.
 - c. Or turn the circuit breaker to the OFF position.

FlexRake® Fault Reset Procedures:

In the event that a “**VFD Fault**” is received:

1. Turn the HOA to the Off position and wait for a few seconds.
2. Turn the HOA back to desired setting and follow procedure above to “Start the Duperon FlexRake®”

In the event a “**Motor Overtemp**” fault is received:

1. Turn the Hand/Off/Automatic (HOA) selector switch to the Off position.
2. Wait for the motor to cool down to within normal operating temperatures.
3. Follow procedure above to “Start the Duperon FlexRake®”

NOTE: If the HOA is left in the Auto position, then the rake will restart automatically once the motor temperature returns within operating range and if the run contact is closed (when any of the 4 automatic operating conditions above exist).

NOTE: There are multiple VFD Faults that can be generated. Any alarm condition such as a VFD Fault or High Level warning will send a signal and annunciate the alarm light and horn

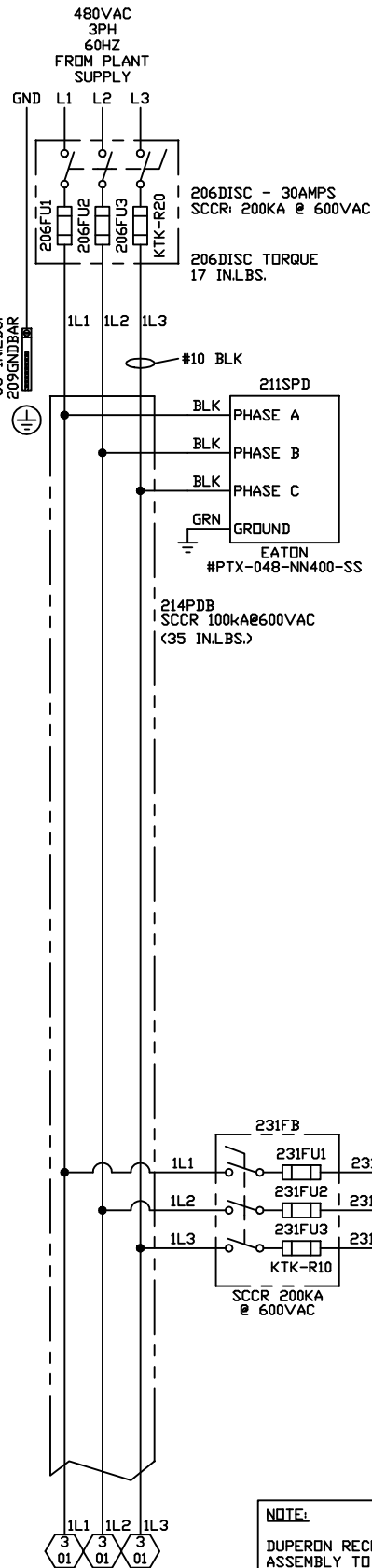
Spirac Conveyor Fault Reset Procedures:

In the event of a Loss of Rotation fault is received

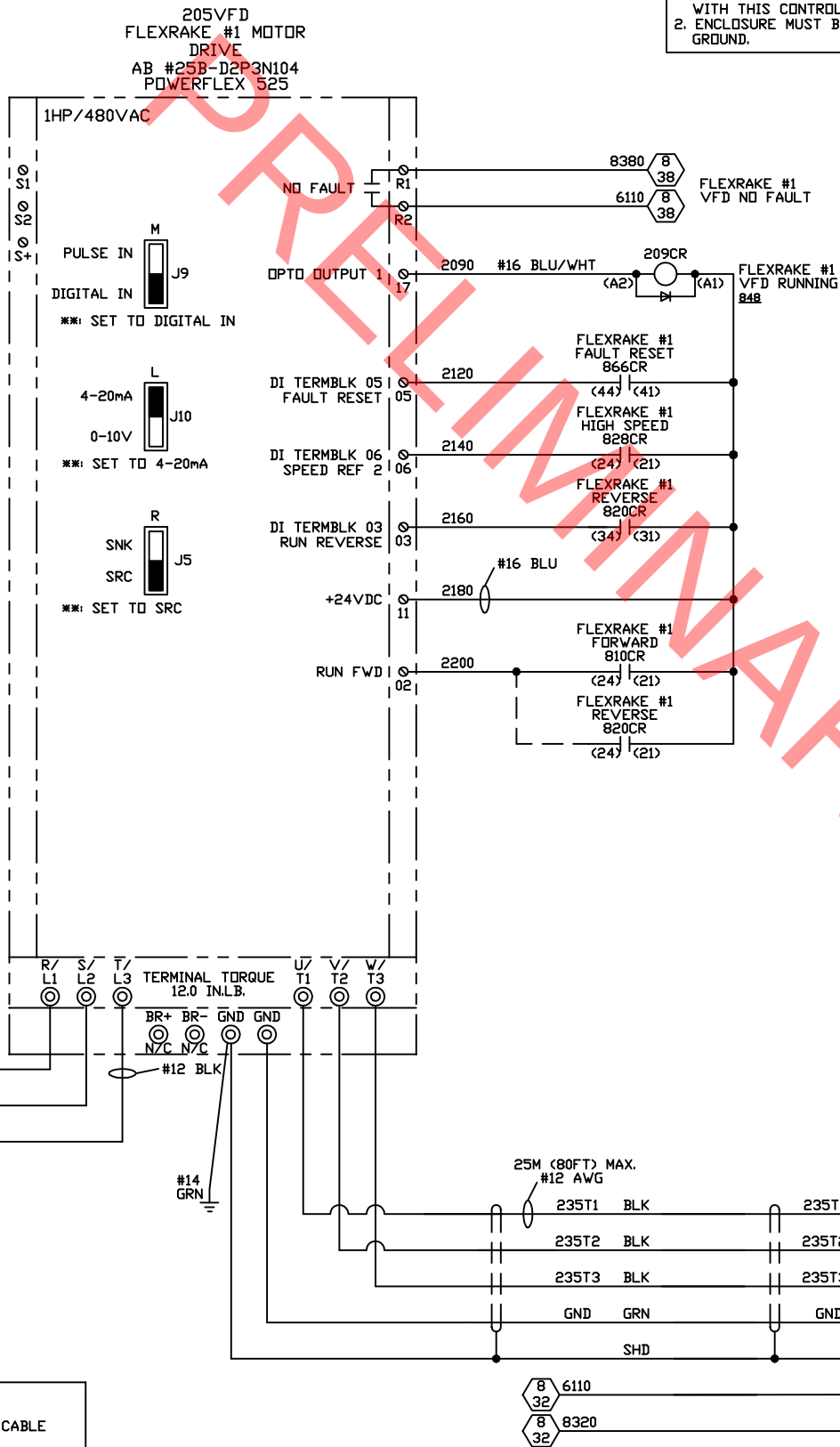
1. Turn the HOA switch to the “Off” position.
2. Clear the obstruction
3. Turn the HOA switch to Hand or Auto position and re-start accordingly.

NOTE: If the motor stops due to an ambient overload condition, then the motor must be allowed to cool before it can be restarted.

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NOTE:
DUPERON RECOMMENDS A VFD RATED MOTOR CABLE
ASSEMBLY TO REDUCE EMI AND TRANSIENTS.
BELDEN #29502 (OR EQUAL).



NOTES

1. THIS PANEL MUST BE INSTALLED ACCORDING TO ALL
APPLICABLE STATE AND LOCAL CODES AS PER THE
LATEST REVISION OF THE NEC.
THIS SHALL INCLUDE BUT NOT BE LIMITED TO ANY
REQUIRED SERVICE ENTRANCE EQUIPMENT NOT INCLUDED
WITH THIS CONTROL PANEL.
2. ENCLOSURE MUST BE CONNECTED TO A GOOD EARTH
GROUND.

REVISIONS				
REV	DESCRIPTION	DATE	REVISED	APPROVED
1	REVISED FOR FAB - NO CHANGES	9/27/13	CAM	MPS
3	REVISED FOR AB - NO CHANGES	11/20/13	CAM	MPS
4	REVISED FOR AI - UPDATED VFD & ADDED 231LR1	9/20/23	KA	DUP

FLEXRAKE #1 VFD DRIVE PARAMETERS
(CHANGES FROM DEFAULT ONLY)

PARAMETER NUMBER	NAME/FUNCTION	DEFAULT	SET	DESCRIPTION
HIM001	STARTUP DISPLAY	0	1	PROCESS DISPLAY
P33	MOTOR DL. CURRENT	00	1.5	MOTOR FLA
P41	ACCEL TIME	20	10	10=10 SECONDS
P42	DECEL TIME	20	10	10=10 SECONDS
P43	MIN FREQ	00	15.0	15.0=15 HZ MINIMUM
P45	STOP MODE	0	4	RAMP TO STOP
P46	START SOURCE	00	2	DIG IN TERM BLK
P47	SPEED REFERENCE	0	7	PRESET FREQ 0
P49	SPEED REFERENCE 2	5	7	PRESET FREQ 2
T63	TB 3 INPUT FUNC	0	10	10=JOG REVERSE
T65	TB 5 INPUT FUNC	4	13	13=CLEAR FAULT
T66	TERM BLK 6	0	7	7=SPEED REF 2
A410	PRESET FREQ 0	0	15	15=15Hz
A412	PRESET FREQ 2	10	60	60=60Hz
A543	AUTO RESTART	0	1	1=ENABLED

AS INSTALLED

DIMENSIONING & TOLERANCING IN
ACCORDANCE WITH ANSI Y14.5M-1982

TOLERANCES - UNLESS
OTHERWISE SPECIFIED

X = ±0.03
XX = ±0.01
XXX = ±0.005
ANGULAR = ±0.1°

DUPERON®

Saginaw, Michigan 48607
TF 800.383.8479

DRAWN DATE 8/26/13
CHECKED CAM DATE 8/29/13
APPROVED DATE

SHEET TITLE
NACOGDOCHES, TX
WWTP

PART NAME
HIGH VOLTAGE AC WIRING
FLEXRAKE #1

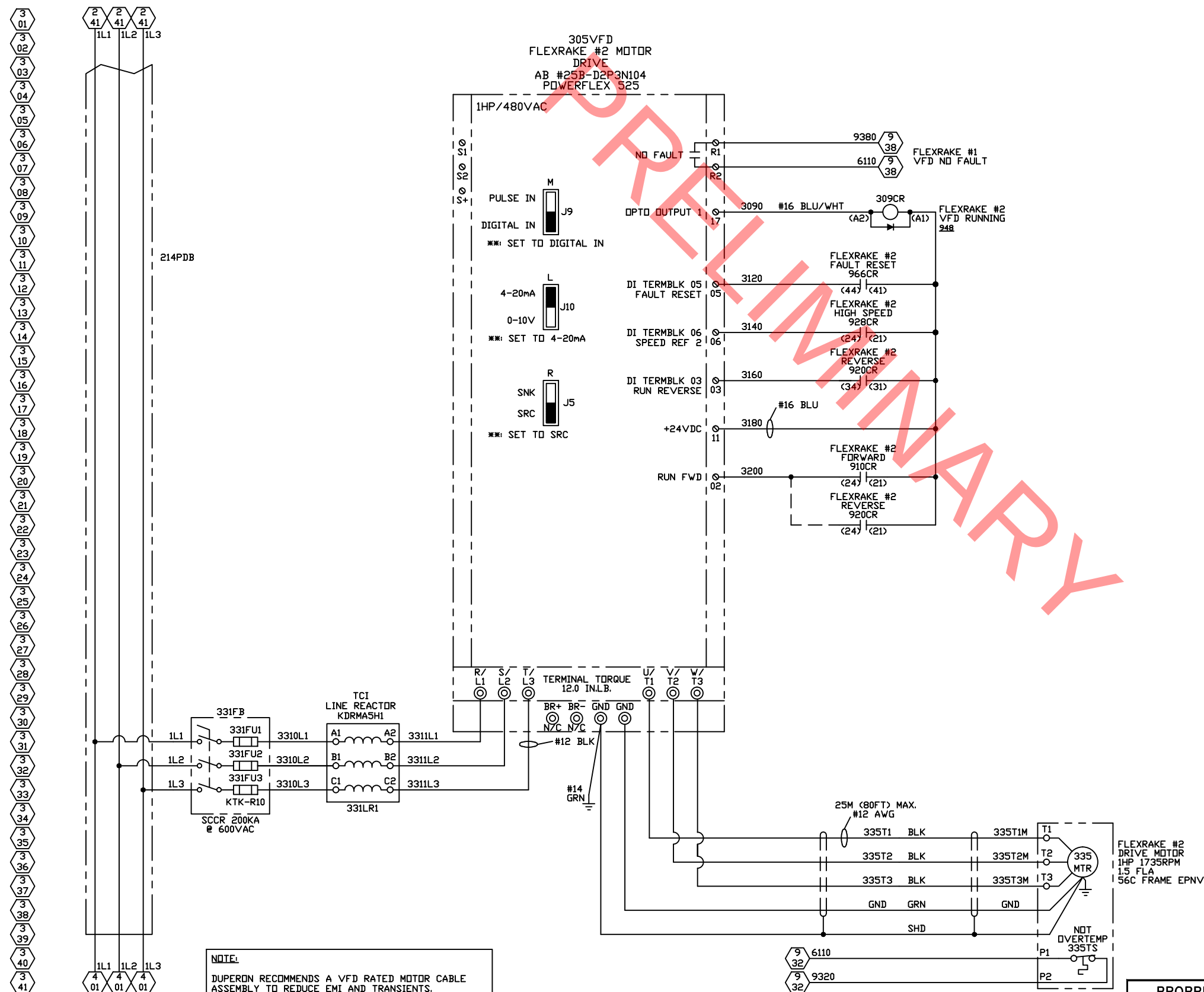
SIZE D FSCM NO. DWG. NO. 2657V2C002
SCALE NONE SHEET 2 OF 32

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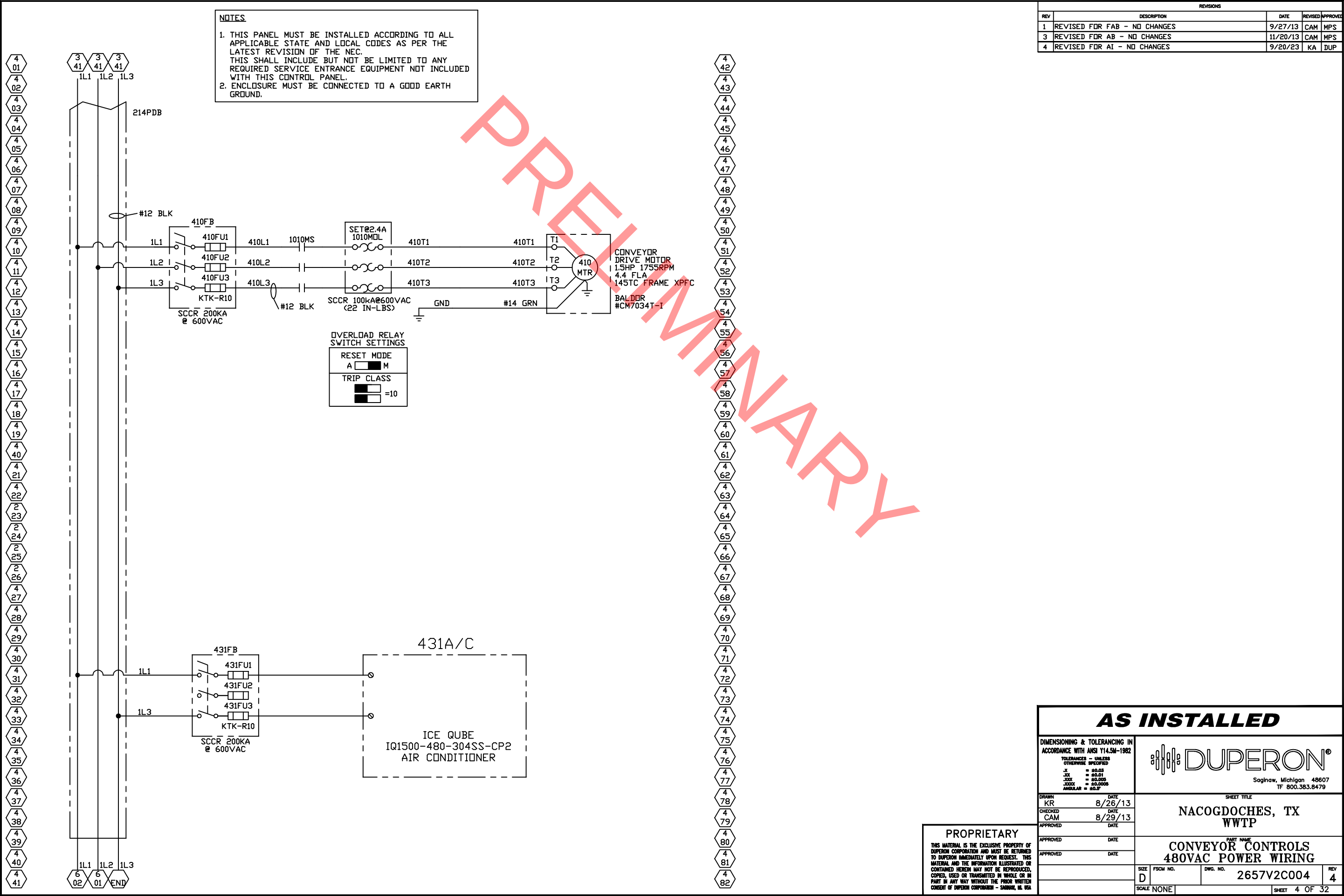
REVISIONS				
REV	DESCRIPTION	DATE	REVISED	APPROVED
1	REVISED FOR FAB - NO CHANGES	9/27/13	CAM	MPS
3	REVISED FOR AB - NO CHANGES	11/10/13	CAM	MPS
4	REVISED FOR AI - UPDATED VFD & ADDED 33ILR1	9/20/23	KA	DUP

PARAMETER NUMBER	NAME/FUNCTION	DEFAULT	SET	DESCRIPTION
HIM001	STARTUP DISPLAY	0	1	PROCESS DISPLAY
P33	MOTOR O.L. CURRENT	00	1.5	MOTOR FLA
P41	ACCEL TIME	20	10	10=10 SECONDS
P42	DECEL TIME	20	10	10=10 SECONDS
P43	MIN FREQ	00	15.0	15.0=15 HZ MINIMUM
P45	STOP MODE	0	4	RAMP TO STOP
P46	START SOURCE	00	2	DIG IN TERM BLK
P47	SPEED REFERENCE	0	7	PRESET FREQ 0
P49	SPEED REFERENCE 2	5	7	PRESET FREQ 2
T63	TB 3 INPUT FUNC	0	10	10=JOG REVERSE
T65	TB 5 INPUT FUNC	4	13	13=CLEAR FAULT
T66	TERM BLK 6	0	7	7=SPEED REF 2
A410	PRESET FREQ 0	0	15	15=15Hz
A412	PRESET FREQ 2	10	60	60=60Hz
A543	AUTO RESTART	0	1	1=ENABLED

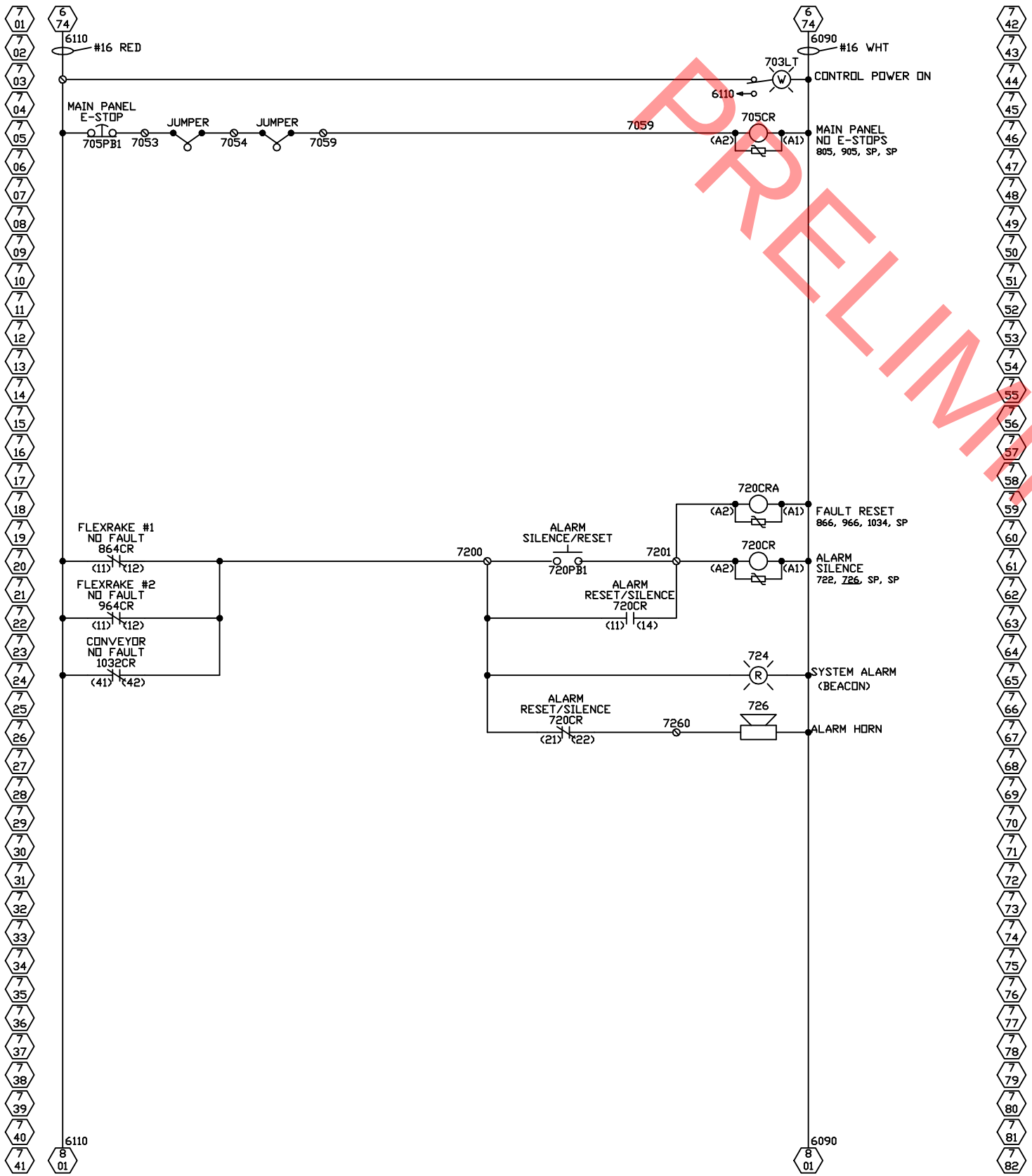


PROPRIETARY

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REVISIONS				
REV	DESCRIPTION	DATE	REVISED	APPROVED
1	REVISED FOR FAB - NO CHANGES	9/27/13	CAM	MPS
3	REVISED FOR AB - ADDED 1032CR	11/20/13	CAM	MPS
4	REVISED FOR AI - NO CHANGES	9/20/23	KA	DUP



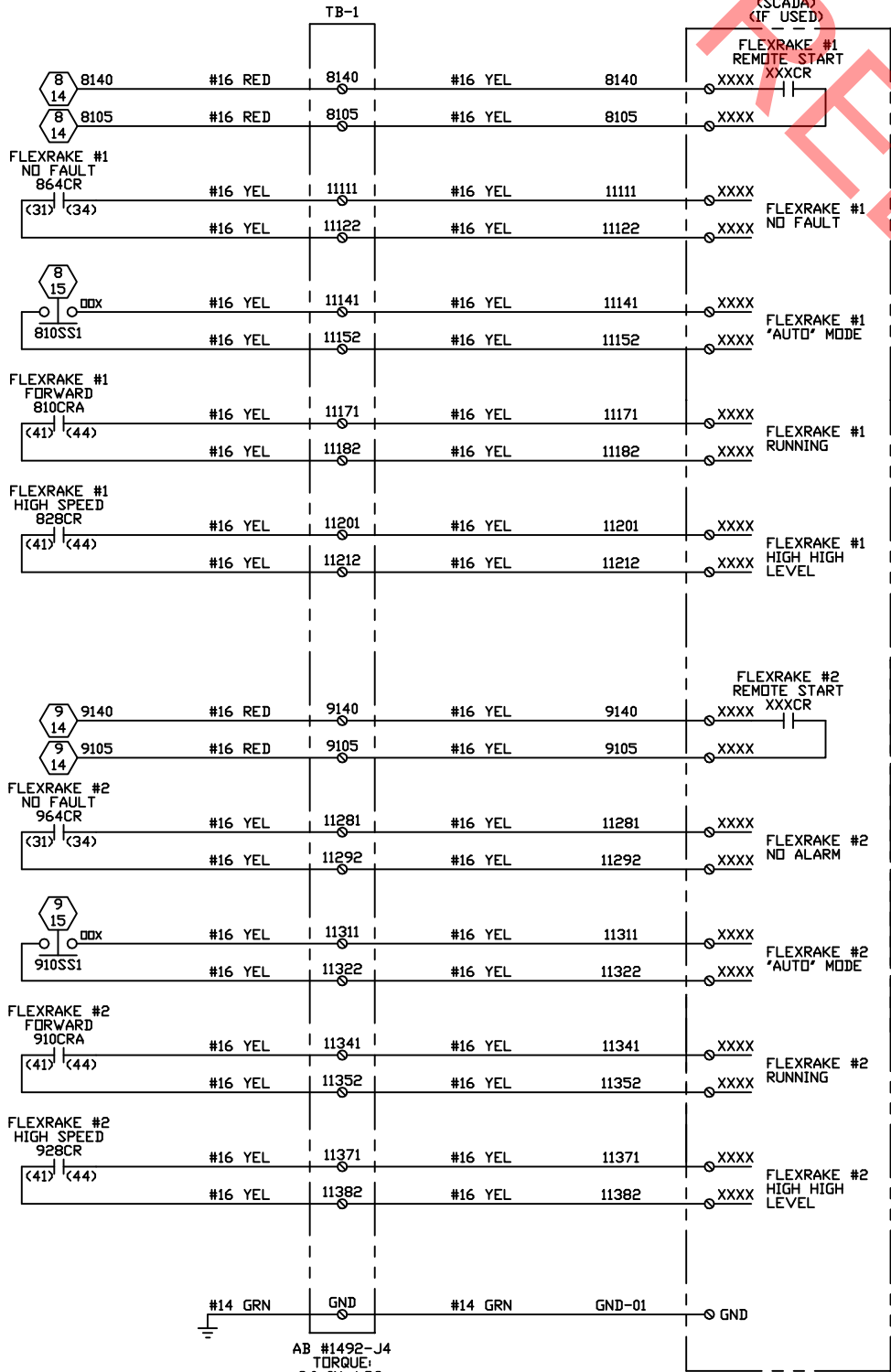
PROPRIETARY

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AS INSTALLED			
DIMENSIONING & TOLERANCING IN ACCORDANCE WITH ANSI Y14.5M-1982		SHEET TITLE	
TOLERANCES - UNLESS OTHERWISE SPECIFIED X = ±0.03 XX = ±0.01 XXX = ±0.005 ANGULAR = ±0.0°		NACOGDOCHES, TX WWTP	
DRAWN DATE 8/26/13		PART NAME	
CHECKED CAM DATE 8/29/13		120 VAC CONTROL WIRING	
APPROVED DATE		DWG. NO. 2657V2C007	
APPROVED DATE		REV 4	
SIZE D		SCALE NONE	
FSCM NO.		SHEET 7 OF 32	

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FRMCP-1
FLEXRAKE
CONTROL PANEL



FLEXRAKE #1
FIELD WIRING

PLANT CONTROL PANEL
(SCADA)
(IF USED)

JUMPER 8140 TO
8105 TO RUN
CONTINUOUSLY
IN AUTO.

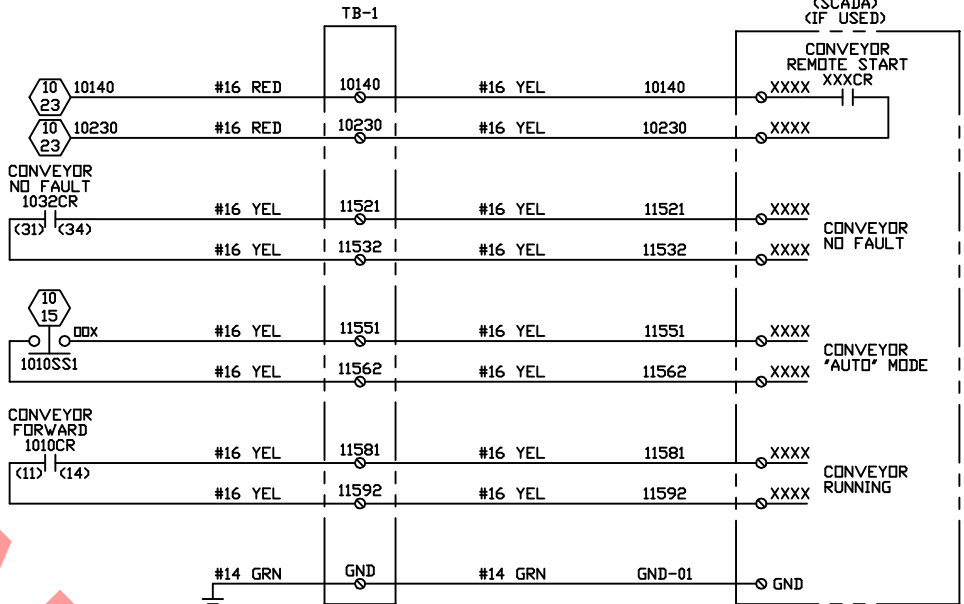
JUMPER 9140 TO
9105 TO RUN
CONTINUOUSLY
IN AUTO.

AB #1492-J4
TORQUE:
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CCP-1
CONVEYOR MAIN
CONTROL PANEL

CONVEYOR
FIELD WIRING



JUMPER 10140
TO 10230 TO
RUN
CONTINUOUSLY
IN AUTO.

AB #1492-J4
TORQUE:
9.0 IN. LBS.

AS INSTALLED

DIMENSIONING & TOLERANCING IN
ACCORDANCE WITH ANSI Y14.5M-1982
TOLERANCES - UNLESS
OTHERWISE SPECIFIED
X . = ±0.03
XX . = ±0.01
XXX . = ±0.005
ANGULAR = ±0.0°



DRAWN DATE 8/26/13
CHECKED CAM DATE 8/29/13
APPROVED DATE
APPROVED DATE

SHEET TITLE
NACOGDOCHES, TX
WWTP
PART NAME
FIELD/INTERLOCK WIRING
SCADA INTERLOCKS

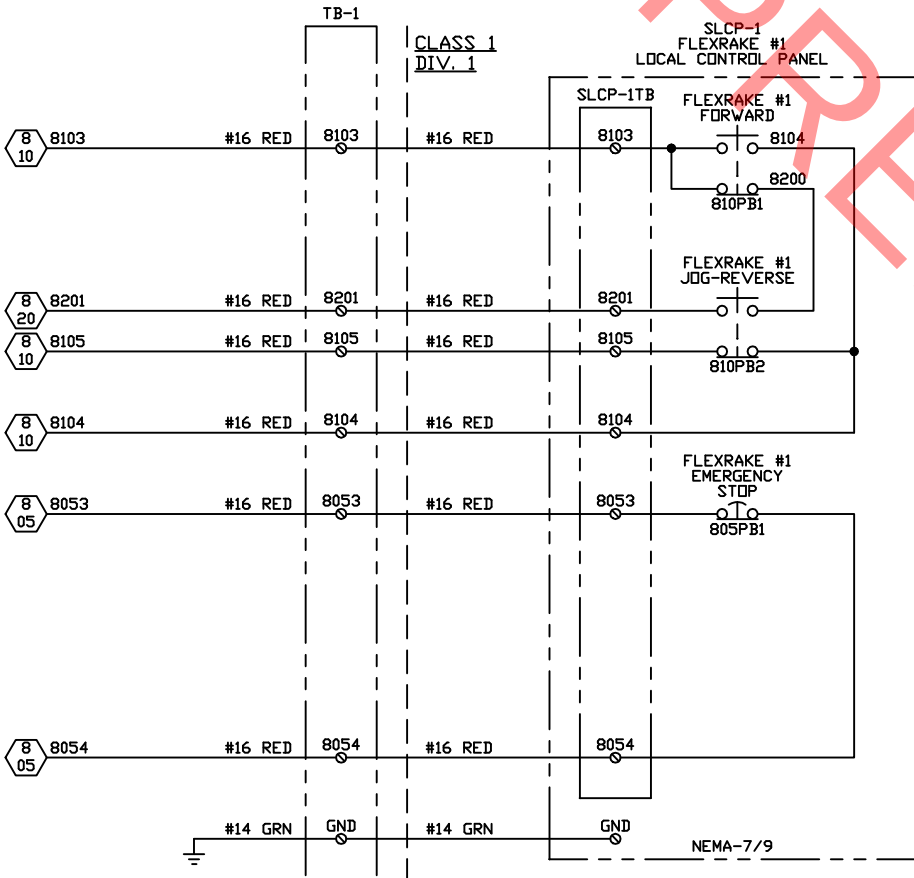
SIZE D FSCM NO. DWS. NO. 2657V2C011 REV 4
SCALE NONE SHEET 11 OF 32

PROPRIETARY

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PART IN ANY WAY WITHOUT THE PRIOR WRITTEN
CONSENT OF DUPERON CORPORATION - SAGINAW, MI, USA

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FRMCP-1
FLEXRAKE
CONTROL PANEL



AB #1492-J4
TORQUE:
9.0 IN. LBS.

FLEXRAKE #1
FIELD WIRING

SLCP-1
FLEXRAKE #1
LOCAL CONTROL PANEL

SLCP-1TB

FLEXRAKE #1
FORWARD

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8200

810PB1

FLEXRAKE #1
JOG-REVERSE

810PB2

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805PB1

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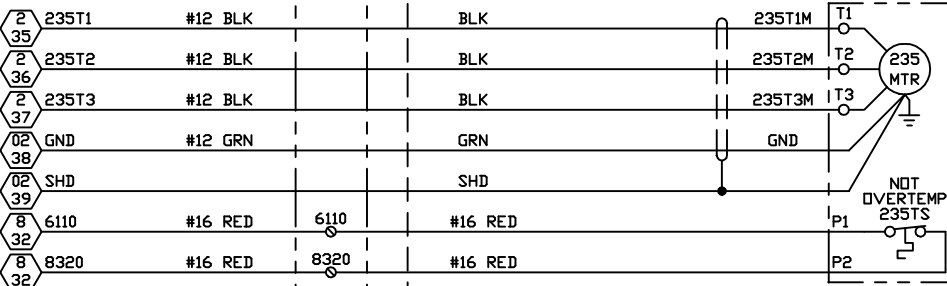
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FRMCP-1
FLEXRAKE
CONTROL PANEL

NOTE:
DUPERON RECOMMENDS A VFD RATED MOTOR CABLE
ASSEMBLY TO REDUCE EMI AND TRANSIENTS.
BELDEN #29502 (OR EQUAL).

TERMINATE MOTOR
WIRES DIRECTLY
TO AC TECH VFD



FLEXRAKE #1
FIELD WIRING

FLEXRAKE #1
DRIVE MOTOR
1/2HP 1735RPM
0.8 FLA
56C FRAME EPNV

NOT
OVERTEMP
235TS

P1

P2

AS INSTALLED

DIMENSIONING & TOLERANCING IN
ACCORDANCE WITH ANSI Y14.5M-1982
TOLERANCES - UNLESS
OTHERWISE SPECIFIED
X = ±0.03
XX = ±0.01
XXX = ±0.005
ANGULAR = ±0.5°

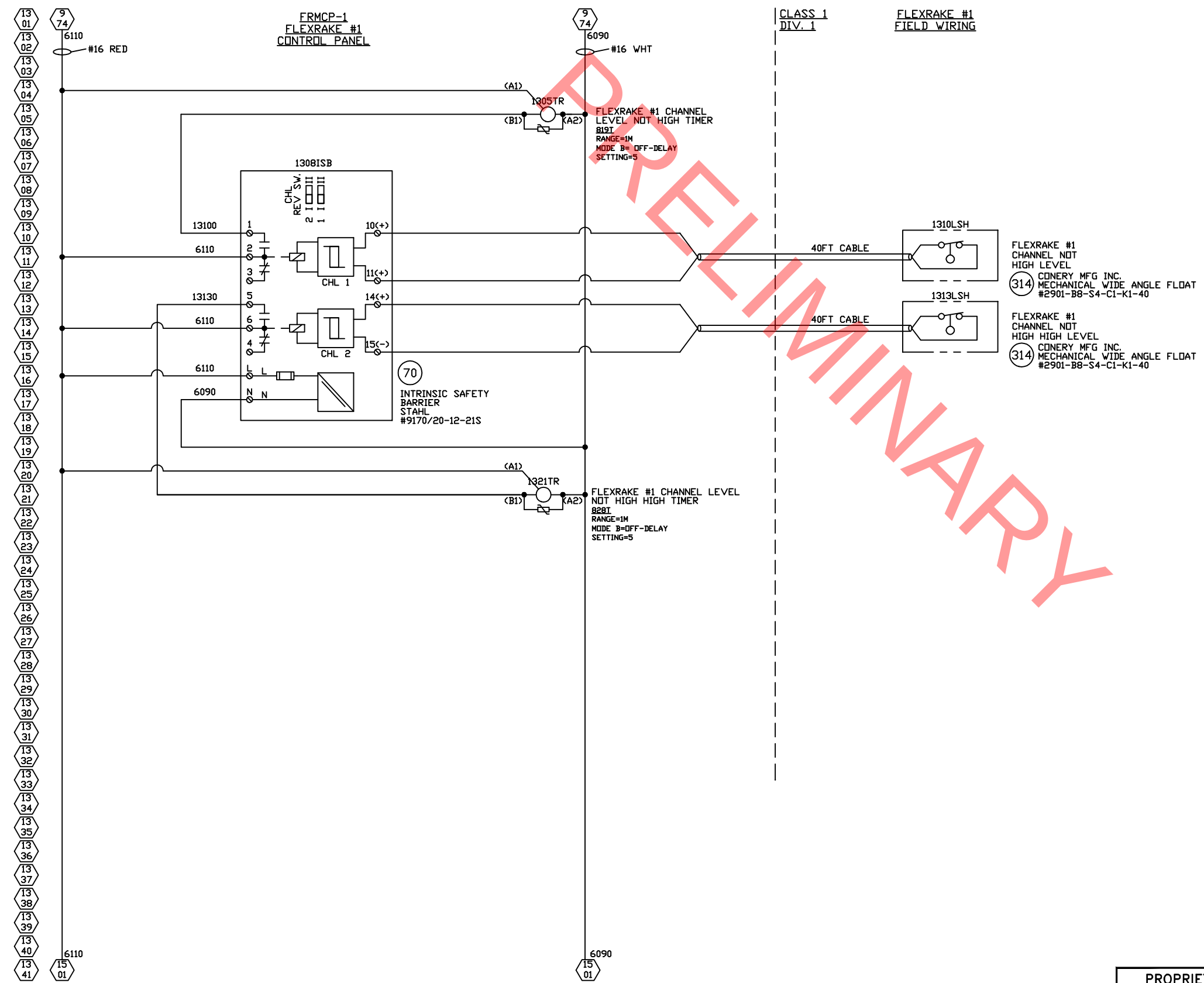
DUPERON®
Saginaw, Michigan 48607
TF 800.383.8479

DRAWN DATE 8/26/13
CHECKED CAM DATE 8/29/13
APPROVED DATE
APPROVED DATE
APPROVED DATE

SHEET TITLE
NACOGDOCHES, TX
WWTP
PART NAME
FIELD/INTERLOCK WIRING
FLEXRAKE #1 CONTROL
SIZE D FSQM NO. DWG. NO. 2657V2C012
SCALE NONE
SHEET 12 OF 32

PROPRIETARY
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REVISIONS			
REV	DESCRIPTION	DATE	REVISED APPROVED
1	REVISED FOR FAB - NO CHANGES	9/27/13	CAM MPS
3	REVISED FOR AB - NO CHANGES	11/20/13	CAM MPS
4	REVISED FOR AI - NO CHANGES	9/20/23	KA DUP



AS INSTALLED

DIMENSIONING & TOLERANCING IN ACCORDANCE WITH ANSI Y14.5M-1982

TOLERANCES - UNLESS OTHERWISE SPECIFIED

.X = ±0.03
.XX = ±0.01
.XXX = ±0.005
ANGULAR = ±0.1°

Saginaw, Michigan 48607
TF 800.383.8479

DRAWN	DATE	8/26/13
CHECKED	DATE	8/29/13
APPROVED	DATE	
APPROVED	DATE	
APPROVED	DATE	

FIELD/INTERLOCK WIRING

FLEXRAKE #1 CONTROL

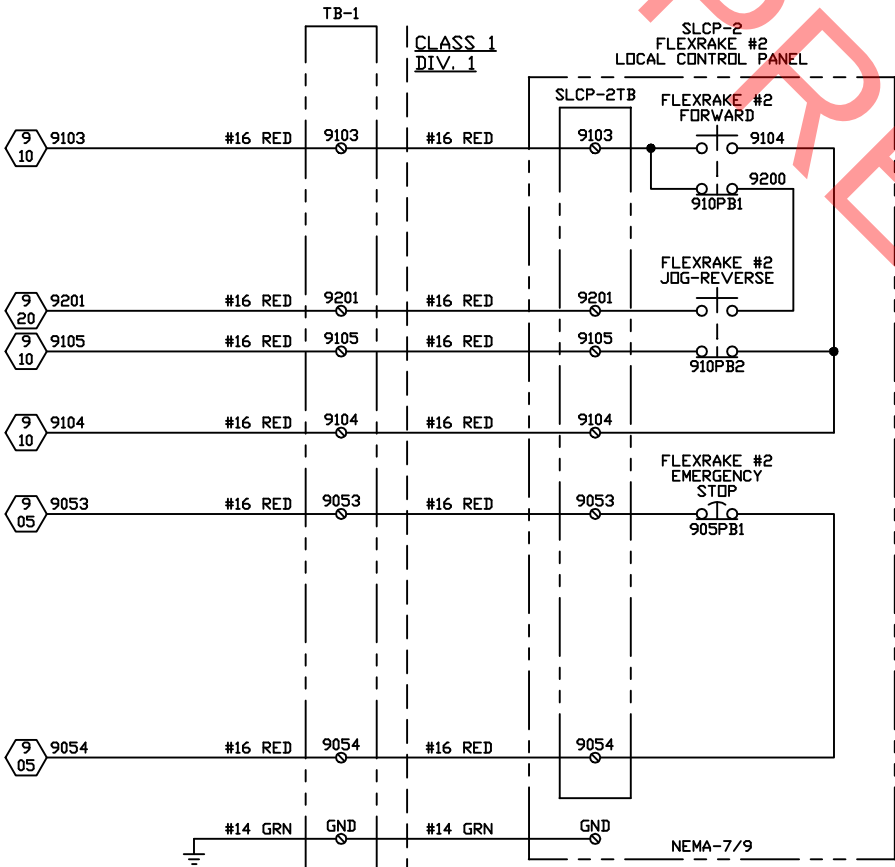
SIZE	FSQM NO.	DWG. NO.	REV
D		2657V2C013	4
SCALE	NONE	SHEET	13 OF 32

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FRMCP-1
FLEXRAKE
CONTROL PANEL



AB #1492-J4
TORQUE:
9.0 IN. LBS.

FLEXRAKE #2
FIELD WIRING

SLCP-2
FLEXRAKE #2
LOCAL CONTROL PANEL

SLCP-2TB

FLEXRAKE #2
FORWARD

FLEXRAKE #2
JOG-REVERSE

FLEXRAKE #2
EMERGENCY
STOP

905PB1

NEMA-7/9

FRMCP-1
FLEXRAKE
CONTROL PANEL

NOTE:
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ASSEMBLY TO REDUCE EMI AND TRANSIENTS.
BELDEN #29502 (OR EQUAL).

TERMINATE MOTOR
WIRES DIRECTLY
TO AC TECH VFD

3	335T1	#12 BLK	BLK
3	335T2	#12 BLK	BLK
3	335T3	#12 BLK	BLK
3	GND	#12 GRN	GRN
3	SHD		SHD
9	6110	#16 RED	#16 RED
9	9320	#16 RED	#16 RED



FLEXRAKE #2
FIELD WIRING

FLEXRAKE #2
DRIVE MOTOR
1/2HP 1735RPM
0.8 FLA
56C FRAME EPNV

NOT
OVERTEMP
335TS

P1

P2

REVISIONS				
REV	DESCRIPTION	DATE	REVISED	APPROVED
1	REVISED FOR FAB - NO CHANGES	9/27/13	CAM	MPS
3	REVISED FOR AB - NO CHANGES	11/20/13	CAM	MPS
4	REVISED FOR AI - NO CHANGES	9/20/23	KA	DUP

AS INSTALLED

DIMENSIONING & TOLERANCING IN
ACCORDANCE WITH ANSI Y14.5M-1982
TOLERANCES - UNLESS
OTHERWISE SPECIFIED
X = ±0.03
XX = ±0.01
XXX = ±0.005
ANGULAR = ±0.1°

DUPERON®
Saginaw, Michigan 48607
TF 800.383.8479

DRAWN DATE
KR 8/26/13
CHECKED DATE
CAM 8/29/13
APPROVED DATE

SHEET TITLE
NACOGDOCHES, TX
WWTP

APPROVED DATE

PART NAME
FIELD/INTERLOCK WIRING
FLEXRAKE #2 CONTROL

APPROVED DATE

SIZE FSQM NO. DWG. NO. 2657V2C014
SCALE NONE

REV 4
SHEET 14 OF 32

PROPRIETARY

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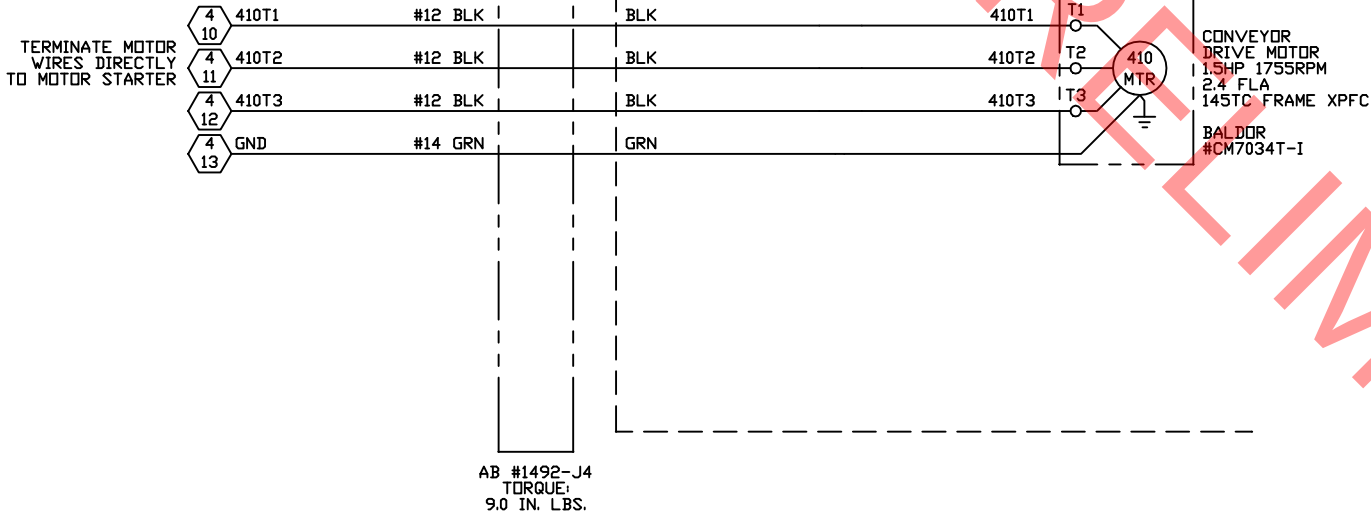
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CCP-1
CONVEYOR MAIN
CONTROL PANEL

CONVEYOR
FIELD WIRING

CLASS 1
DIV. 1

TB-1



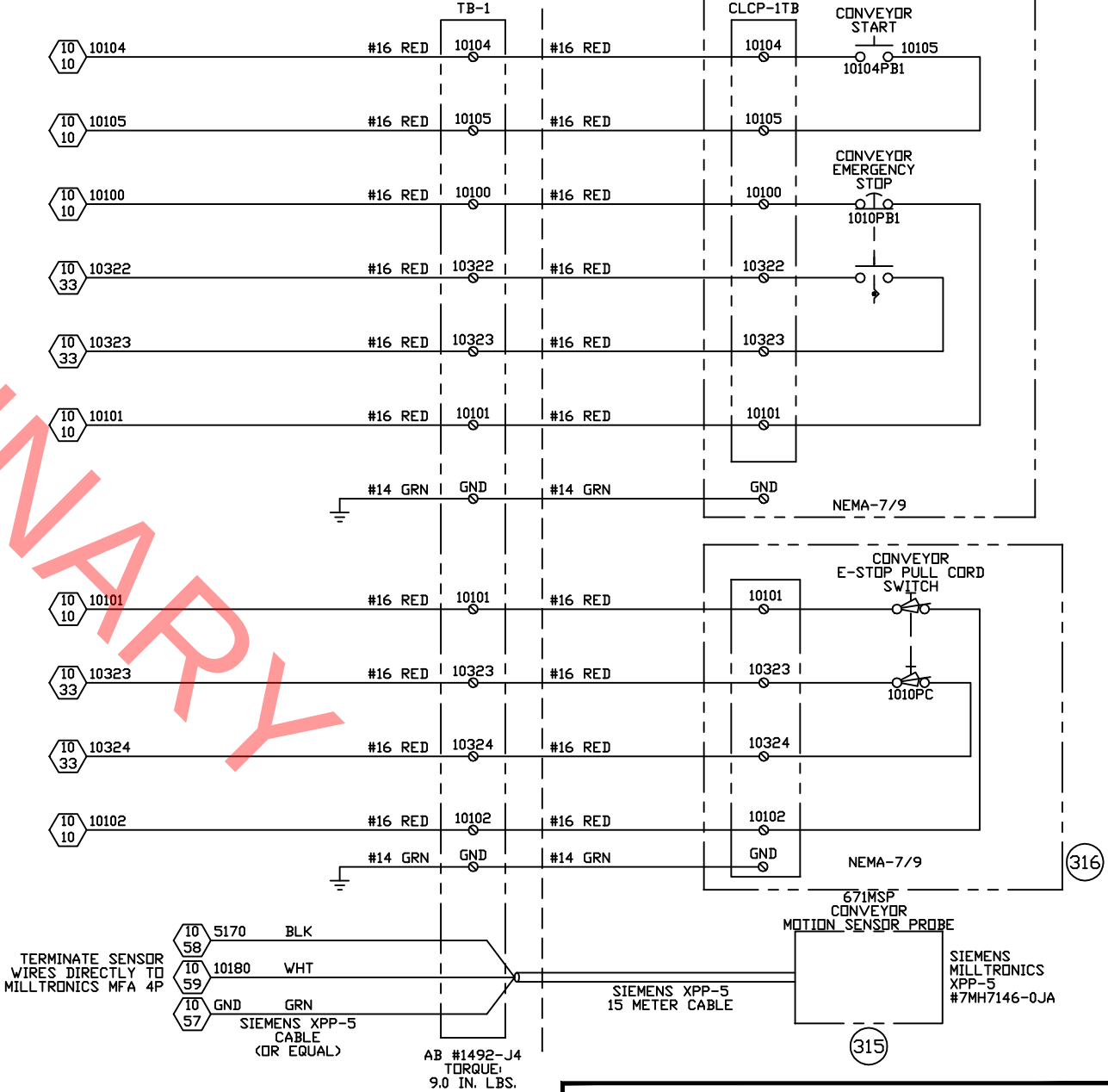
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CCP-1
CONVEYOR MAIN
CONTROL PANEL

C-401
CONVEYOR
FIELD WIRING

CLASS 1
DIV. 1

TB-1



REVISIONS			
REV	DESCRIPTION	DATE	REVISED APPROVED
1	REVISED FOR FAB - NO CHANGES	9/27/13	CAM MPS
3	REVISED FOR AB - NO CHANGES	11/20/13	CAM MPS
4	REVISED FOR AI - NO CHANGES	9/20/23	KA DUP

AS INSTALLED

DIMENSIONING & TOLERANCING IN
ACCORDANCE WITH ANSI Y14.5M-1982

TOLERANCES - UNLESS
OTHERWISE SPECIFIED

X = ±0.03
XX = ±0.01
XXX = ±0.005
ANGULAR = ±0.1°



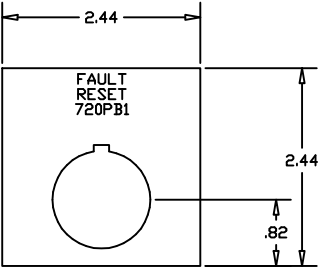
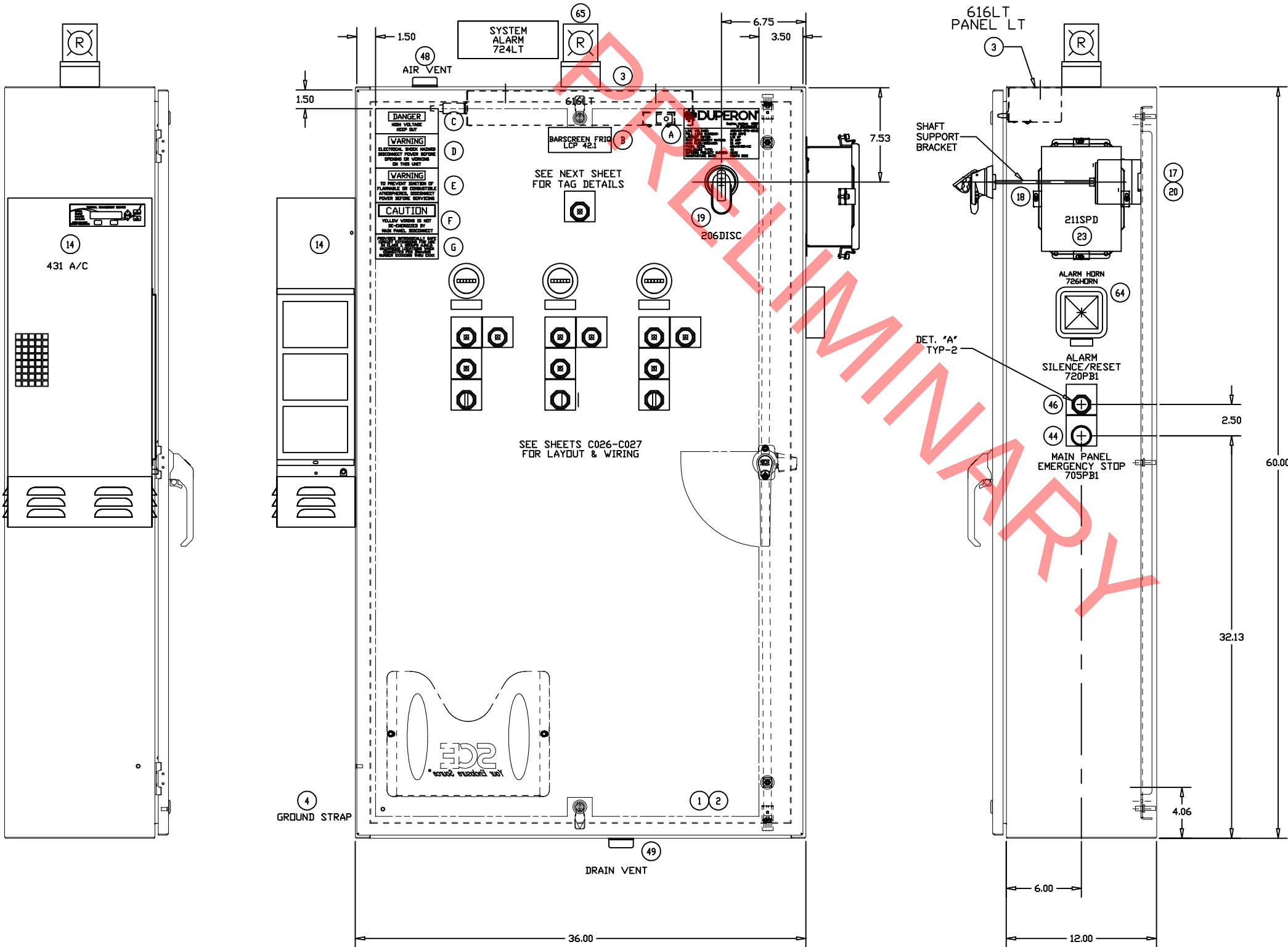
DRAWN	DATE
KR	8/26/13
CHECKED	DATE
CAM	8/29/13
APPROVED	DATE
APPROVED	DATE

SHEET TITLE	
NACOGDOCHES, TX WWTP	
PART NAME	
CONVEYOR CONTROLS CONVEYOR FIELD WIRING	
SIZE	FSOM NO.
D	
SCALE	NONE
DWG. NO.	2657V2C016
REV	4
SHEET 16 OF 32	

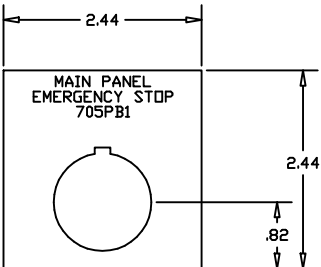
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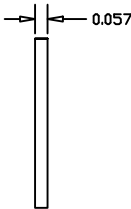
REVISIONS			
REV	DESCRIPTION	DATE	REVISED APPROVED
1	REVISED FOR FAB - NO CHANGES	9/27/13	CAM MPS
3	REVISED FOR AB - NO CHANGES	11/20/13	CAM MPS
4	REVISED FOR AI - NO CHANGES	9/20/23	KA DUP



30.5mm FAULT RESET ID TAG
WHITE W/ .125" BLACK LETTERS



30.5mm E-STOP ID TAG
YELLOW W/ .125" BLACK LETTERS



TAG DEPTH (TYPICAL)
0.62" WITH 3M 467200MP
ADHESIVE

MAIN ENCLOSURE V/DOOR HARDWARE
NEMA-4X 304 S.S.
SCE #SCE-60EL3612SSLPPL
60.00"H X 36.00"W X 12.00"D

SUBPLATE
SCE #SCE-60P36
57.00"H X 33.00"W X 0.88"D

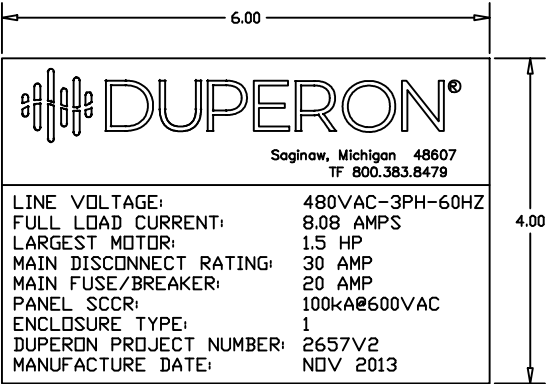
PROPRIETARY

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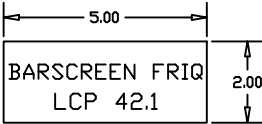
AS INSTALLED			
DIMENSIONING & TOLERANCING IN ACCORDANCE WITH ANSI Y14.5M-1982 TOLERANCES - UNLESS OTHERWISE SPECIFIED .X = ±0.03 .XX = ±0.01 .XXX = ±0.005 .XXXX = ±0.0005 ANGULAR = ±0.1°		Saginaw, Michigan 48607 TF 800.383.8479	
DRAWN	DATE	SHEET TITLE	
KR	8/26/13	NACOGDOCHES, TX	
CHECKED	DATE	WWTP	
CAM	8/29/13		
APPROVED	DATE		
APPROVED	DATE		
APPROVED	DATE		
APPROVED	DATE		
SIZE	FSQM NO.	DWG. NO.	REV
D		2657V2C020	4
SCALE	NONE	SHEET	20 OF 32

REVISIONS			
REV	DESCRIPTION	DATE	REVISED APPROVED
1	REVISED FOR FAB - NO CHANGES	9/27/13	CAM MPS
3	REVISED FOR AB - UPDATED UL TAG	11/20/13	CAM MPS
4	REVISED FOR AI - UPDATED MAIN & PANEL TAGS	9/20/23	KA DUP

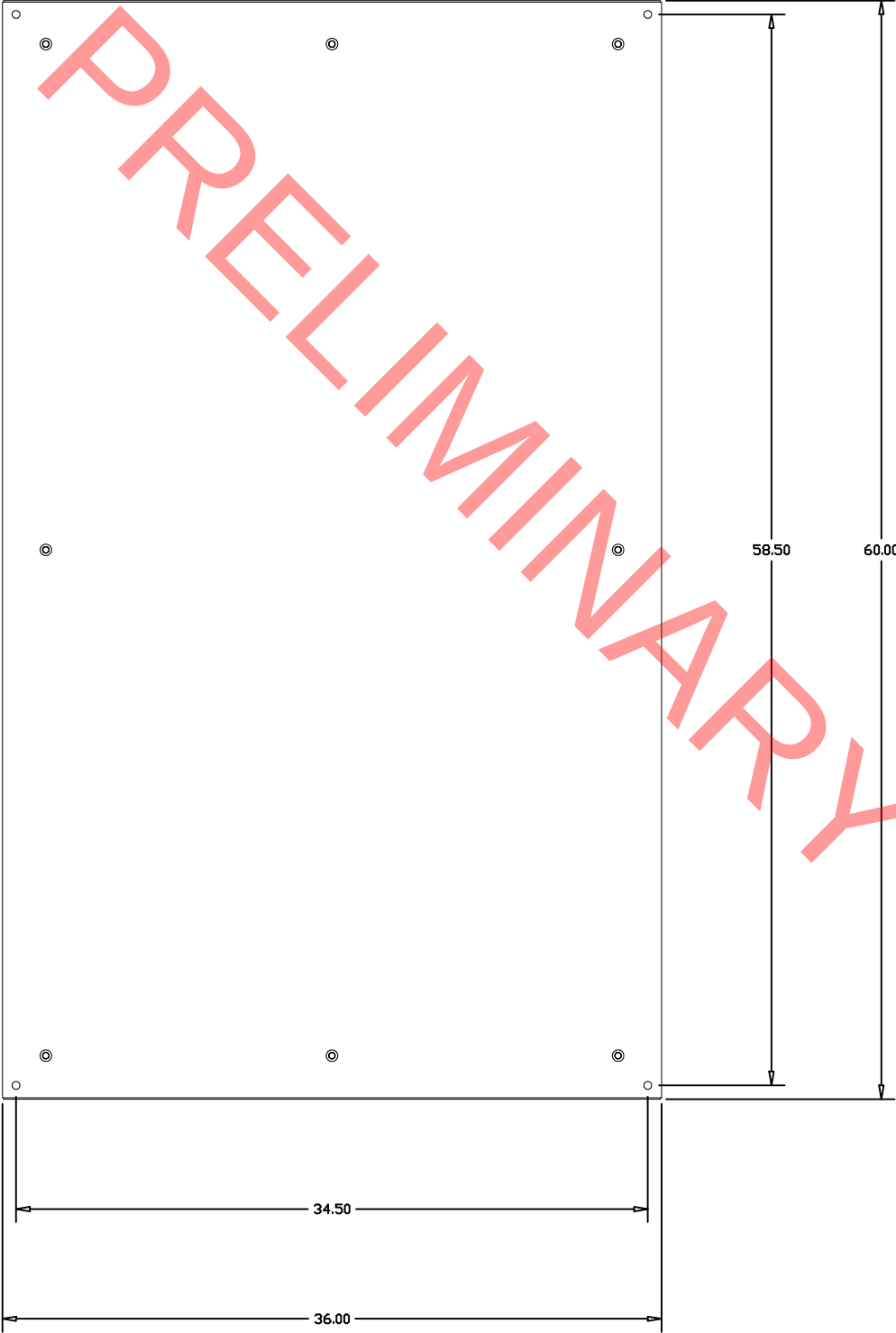
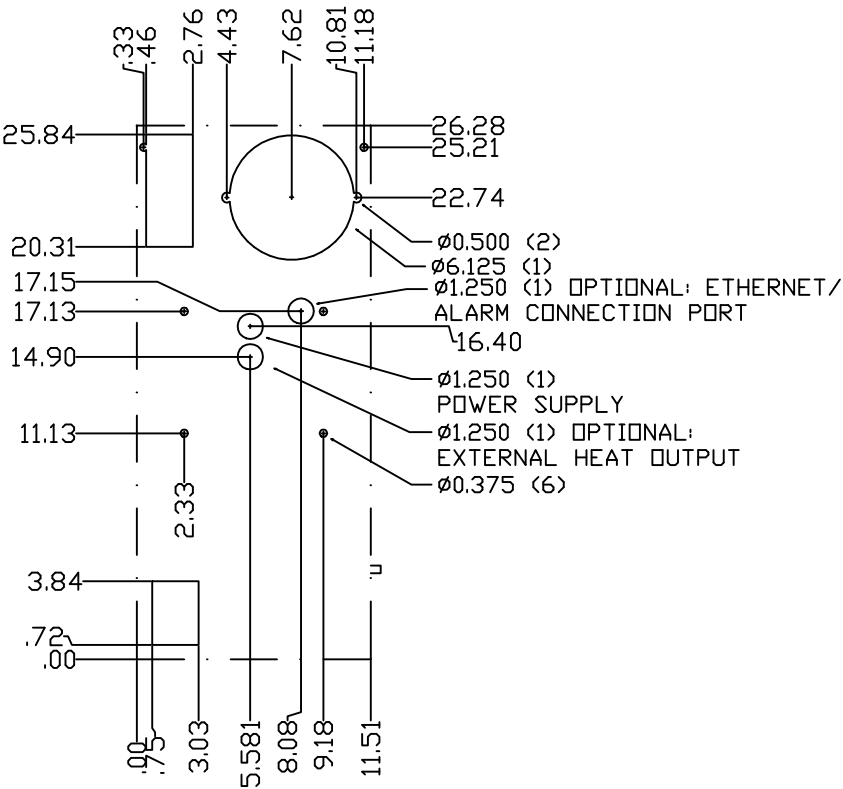
PANEL IDENTIFICATION TAGS
WHITE W/ BLUE LETTERS



PANEL IDENTIFICATION TAGS
WHITE W/ BLACK LETTERS

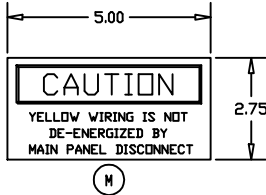


IQ1200VS
IQ1500VS
IQ1800VS
480-400VAC
CUTOUT DRAWING

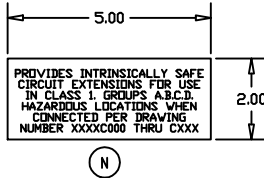


MAIN ENCLOSURE W/DOOR HARDWARE
NEMA-4X 304 S.S.
SCE #SCE-60EL3612SSLPL
60.00"H X 36.00"W X 12.00"D

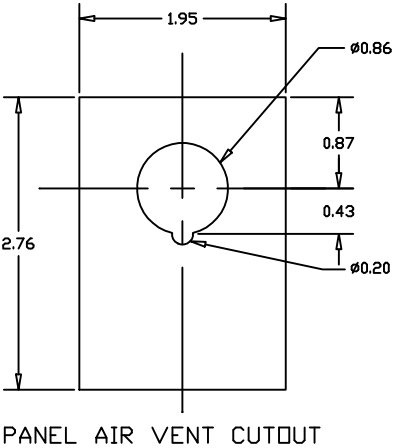
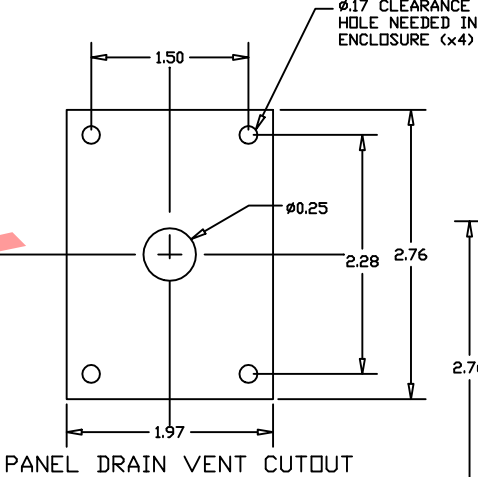
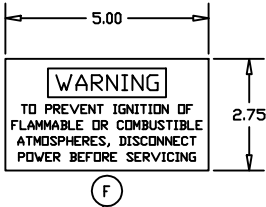
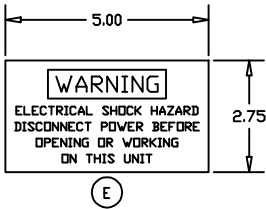
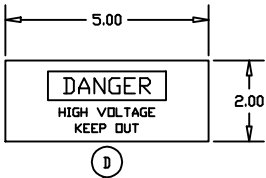
PANEL WARNING TAGS
YELLOW W/ BLACK LETTERS



PANEL WARNING TAGS
WHITE W/ BLACK LETTERS



PANEL WARNING TAGS
RED W/ WHITE LETTERS



AS INSTALLED

DIMENSIONING & TOLERANCING IN
ACCORDANCE WITH ANSI Y14.5M-1982

TOLERANCES - UNLESS
OTHERWISE SPECIFIED

X = ±0.03
XX = ±0.01
XXX = ±0.005
XXXX = ±0.0005
ANGULAR = ±0.1°

DUPERON®
Saginaw, Michigan 48607
TF 800.383.8479

DRAWN DATE 8/26/13
CHECKED CAM DATE 8/29/13
APPROVED DATE
APPROVED DATE
APPROVED DATE

SHEET TITLE
**NACOGDOCHES, TX
WWTP**

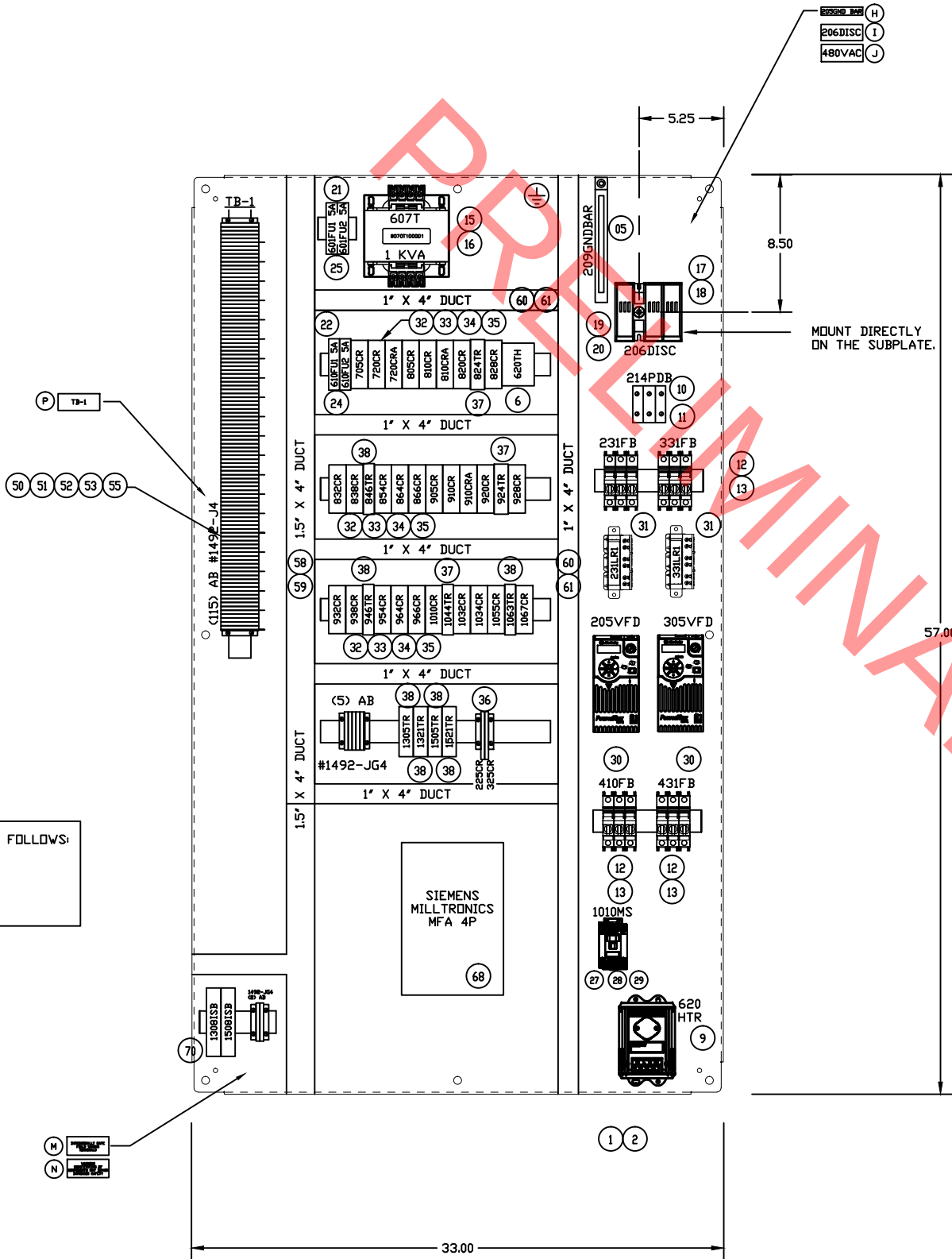
PART NAME
**MAIN ENCLOSURE LAYOUT
REAR VIEW**

SIZE D FSCM NO. DWG. NO. 2657V2C021 REV 4
SCALE NONE SHEET 21 OF 32

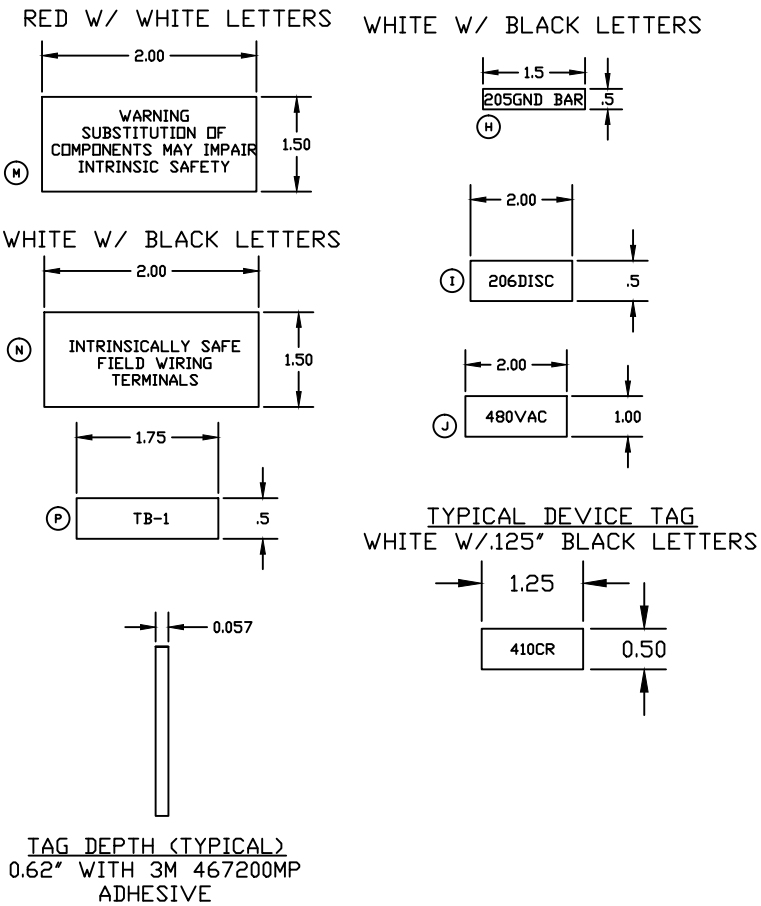
PROPRIETARY

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REVISIONS			
REV	DESCRIPTION	DATE	REVISED APPROVED
1	REVISED FOR FAB - NO CHANGES	9/27/13	CAM MPS
3	REVISED FOR AB - NO CHANGES	11/20/13	CAM MPS
4	REVISED FOR AI - ADDED 231,331 LINE REACTORS,	9/20/23	KA DUP
	620 HEATER, 205,305 VFD		



NOTE: MAINTAIN MINIMUM WIRING SEPARATION AS FOLLOWS:
INTRINSICALLY SAFE FIELD TERMINALS TO:
A. NON-INTRINSIC FIELD TERMINALS=8.00'
B. NON-INTRINSIC CIRCUITS=5.00'
INTRINSICALLY SAFE WIRING TO:
A. NON-INTRINSIC CIRCUITS=2.00'



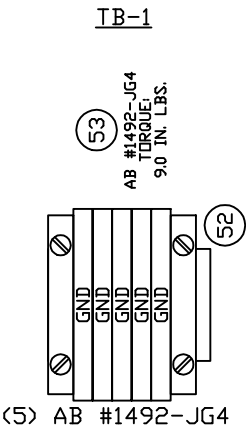
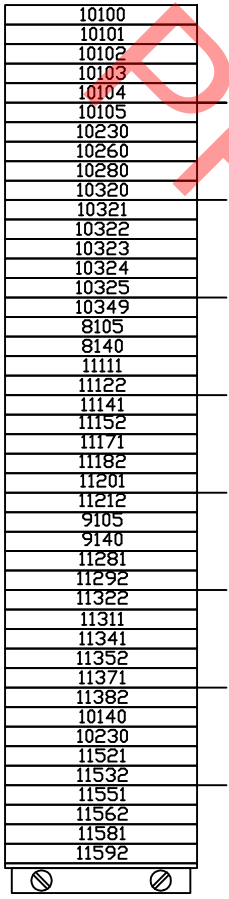
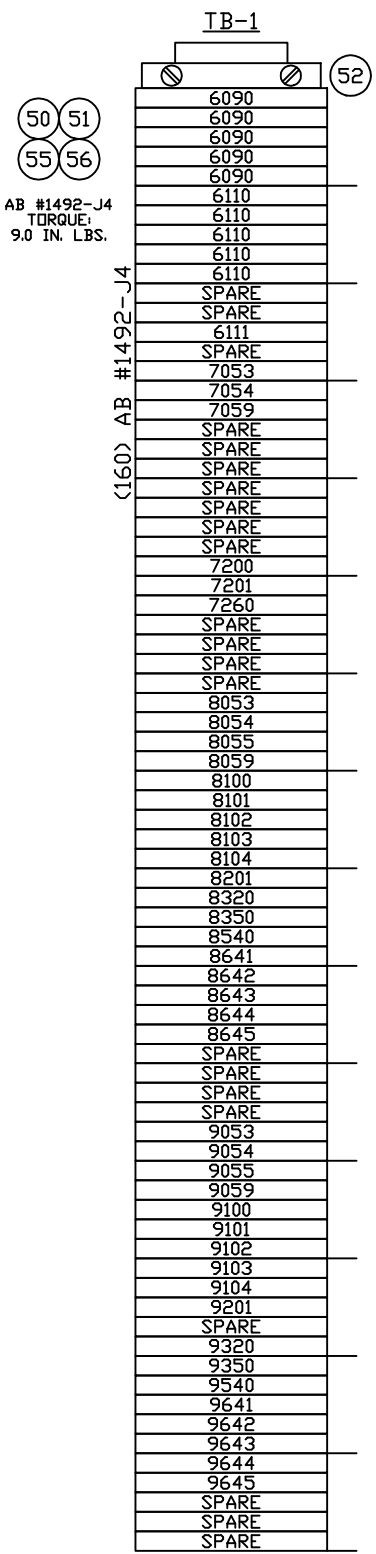
MAIN ENCLOSURE W/DOOR HARDWARE
NEMA-4X 304 S.S.
SCE #SCE-60EL3612SSLPL
60.00\"H X 36.00\"W X 12.00\"D

SUBPLATE
SCE #SCE-60P36
57.00\"H X 33.00\"W X 0.88\"D

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AS INSTALLED			
DIMENSIONING & TOLERANCING IN ACCORDANCE WITH ANSI Y14.5M-1982 TOLERANCES - UNLESS OTHERWISE SPECIFIED X . = .003 XX . = .001 XXX . = .0005 ANGULAR = .001		DUPERON® Saginaw, Michigan 48607 TF 800.383.8479	
DRAWN KR 8/26/13	DATE	SHEET TITLE NACOGDOCHES, TX WWTP	
CHECKED CAM 8/29/13	DATE	PART NAME MAIN ENCLOSURE SUBPLATE LAYOUT	
APPROVED	DATE	SIZE D	
APPROVED	DATE	FSCM NO. D	
APPROVED		DWS. NO. 2657V2C024	
APPROVED		REV 4	
SCALE NONE		SHEET 24 OF 32	

REVISIONS			
REV	DESCRIPTION	DATE	REVISED APPROVED
1	REVISED FOR FAB - NO CHANGES	9/27/13	CAM MPS
3	REVISED FOR AB - NO CHANGES	11/20/13	CAM MPS
4	REVISED FOR AI - NO CHANGES	9/20/23	KA DUP



MAIN ENCLOSURE-TERMINAL LAYOUT

PROPRIETARY

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AS INSTALLED

DIMENSIONING & TOLERANCING IN ACCORDANCE WITH ANSI Y14.5M-1982

TOLERANCES - UNLESS OTHERWISE SPECIFIED

X = ±0.03

XX = ±0.01

XXX = ±0.005

XXXX = ±0.0005

ANGULAR = ±0.1°

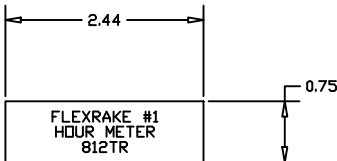
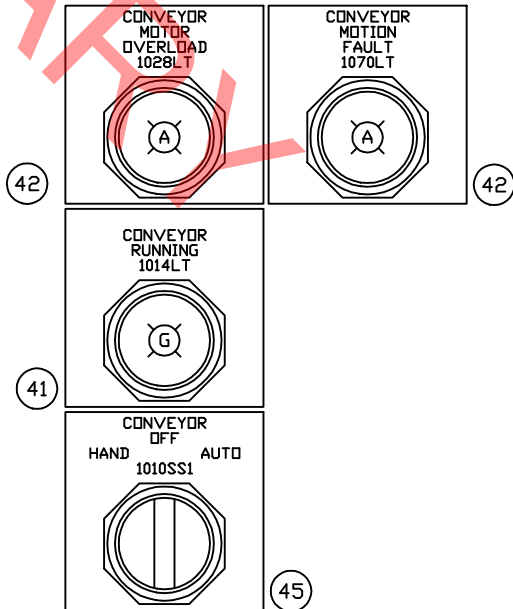
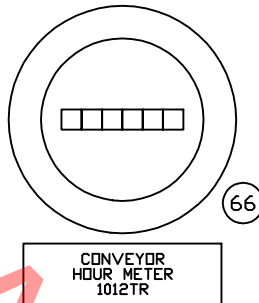
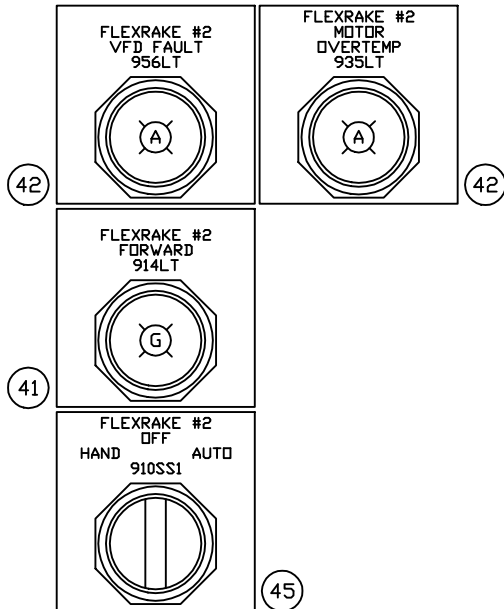
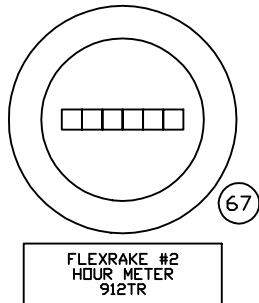
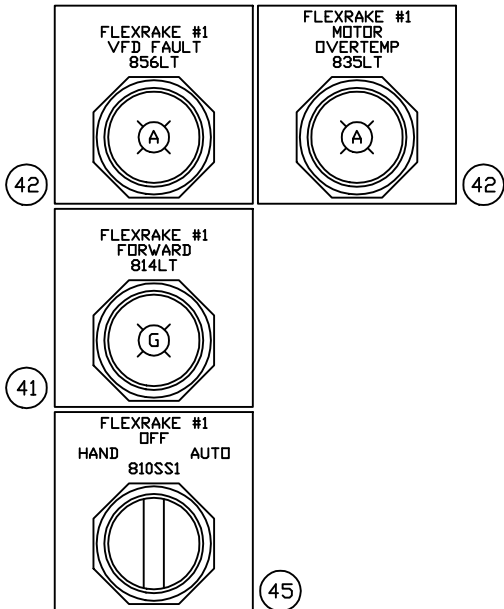
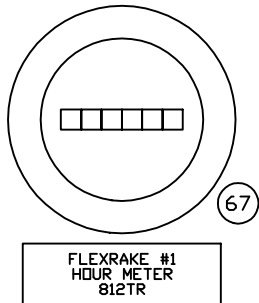
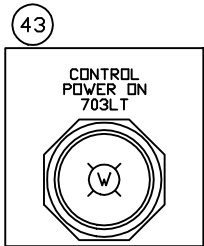


Saginaw, Michigan 48607
TF 800.383.8479

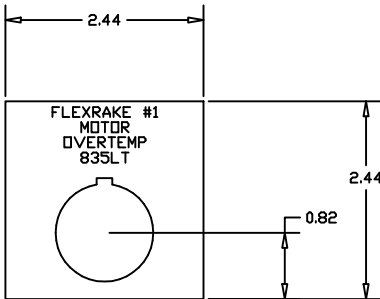
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KR	8/26/13	
CHECKED	DATE	
CAM	8/29/13	NACOGDOCHES, TX WWTP
APPROVED	DATE	
APPROVED	DATE	
APPROVED	DATE	PART NAME MAIN ENCLOSURE TERMINAL ROTATION
APPROVED	DATE	
APPROVED	DATE	

SIZE	FSOM NO.	DWG. NO.	REV
D		2657V2C025	4
SCALE	NONE	SHEET	25 OF 32

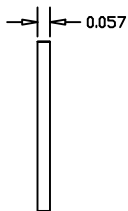
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REV	DESCRIPTION	DATE	REVISED APPROVED
1	REVISED FOR FAB - NO CHANGES	9/27/13	CAM MPS
3	REVISED FOR AB - NO CHANGES	11/20/13	CAM MPS
4	REVISED FOR AI - UPDATED ITEM BUBBLE REFS	9/20/23	KA DUP



TYPICAL DEVICE ID TAG
WHITE W/ .125" BLACK LETTERS



TYPICAL 30.5mm ID TAG
WHITE W/ .125" BLACK LETTERS



TAG DEPTH (TYPICAL)
0.62" WITH 3M 467200MP ADHESIVE

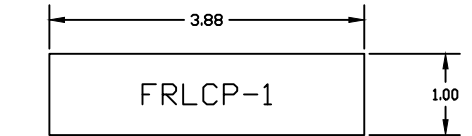
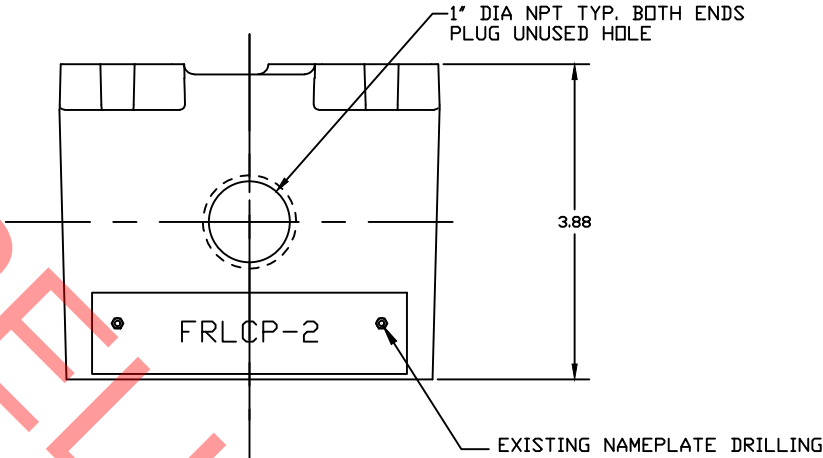
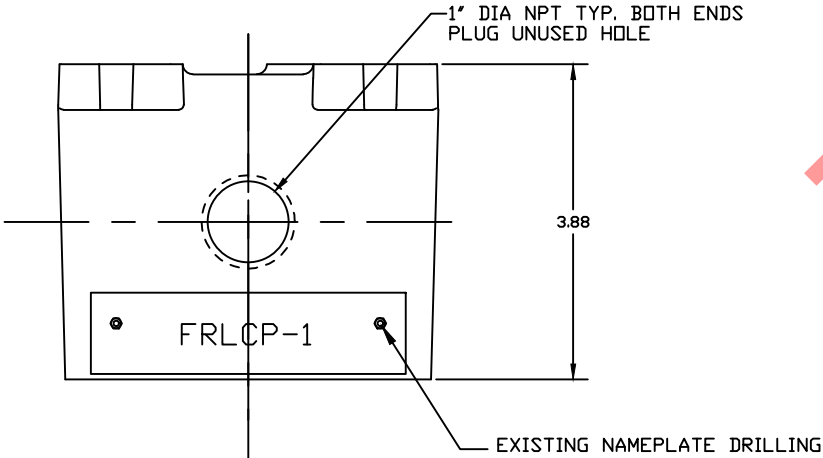
MAIN ENCLOSURE-FRONT PANEL LAYOUT
SEE NEXT SHEET FOR DEVICE WIRING

PROPRIETARY

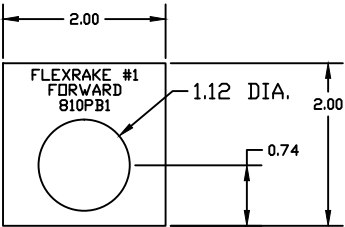
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AS INSTALLED			
DIMENSIONING & TOLERANCING IN ACCORDANCE WITH ANSI Y14.5M-1982 TOLERANCES - UNLESS OTHERWISE SPECIFIED .X = ±0.03 .XX = ±0.01 .XXX = ±0.005 .XXXX = ±0.0005 ANGULAR = ±0.8°		Saginaw, Michigan 48607 TF 800.383.8479	
DRAWN KR 8/26/13	DATE 8/26/13	SHEET TITLE NACOGDOCHES, TX WWTP	
CHECKED CAM 8/29/13	DATE 8/29/13	PART NAME MAIN ENCLOSURE FRONT PB & LT DETAIL	
APPROVED DATE	DATE	SIZE D	FSCM NO. 2657V2C026
APPROVED DATE	DATE	DWG. NO. 2657V2C026	REV 4
SCALE NONE		SHEET 26 OF 32	

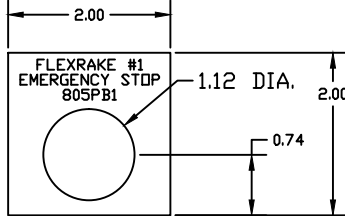
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1	REVISED FOR FAB - NO CHANGES	9/27/13	CAM MPS
3	REVISED FOR AB - NO CHANGES	11/20/13	CAM MPS
4	REVISED FOR AI - NO CHANGES	9/20/23	KA DUP



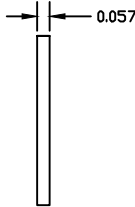
LOCAL CONTROL PANEL ID TAG
WHITE W/ .25" BLACK LETTERS



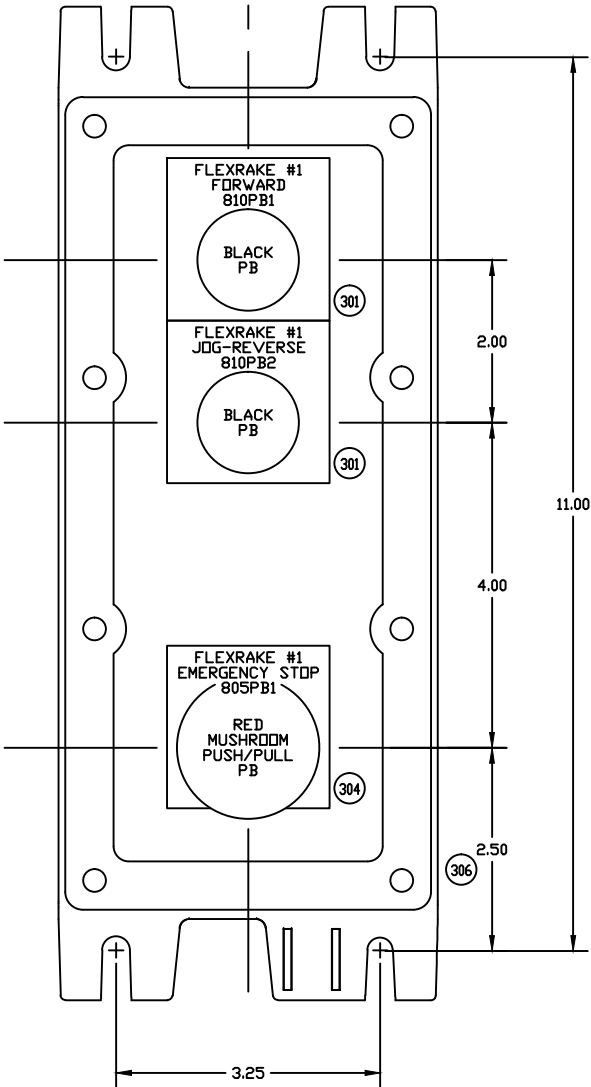
TYPICAL NEMA-7 ID TAGS
WHITE W/ .125" BLACK LETTERS



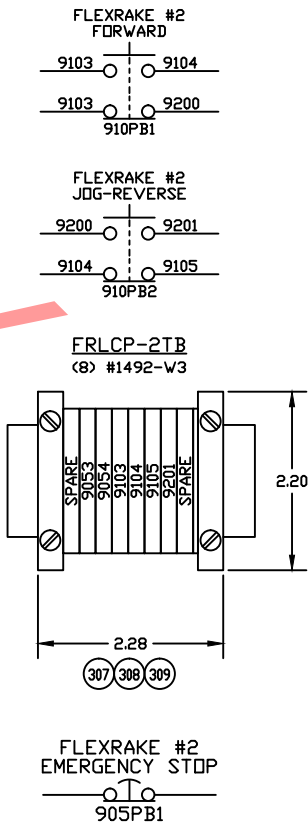
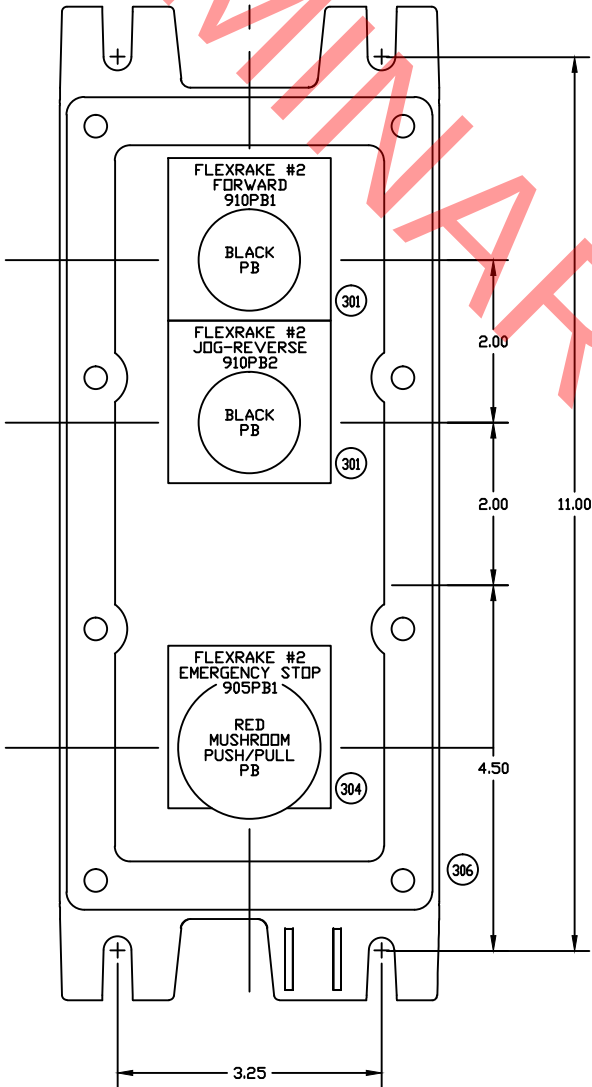
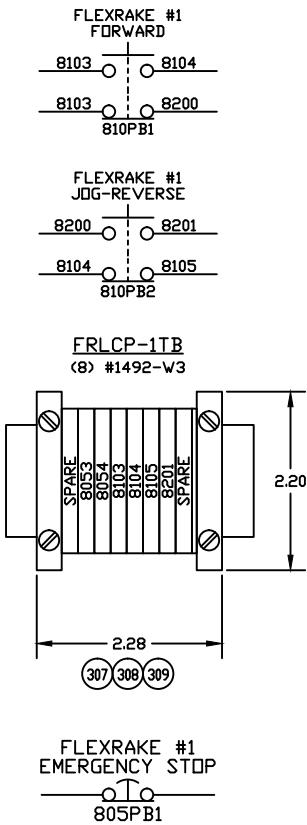
TYPICAL NEMA-7 ID TAGS
YELLOW W/ .125" BLACK LETTERS



TAG DEPTH (TYPICAL)
0.62" WITH 3M 467200MP ADHESIVE



FRLCP-1
FLEXRAKE #1
LOCAL CONTROL PANEL
NEMA-4/7/9



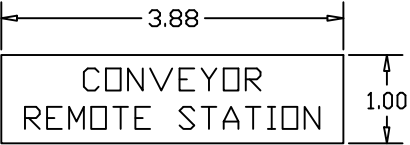
FRLCP-2
FLEXRAKE #2
LOCAL CONTROL PANEL
NEMA-4/7/9

PROPRIETARY

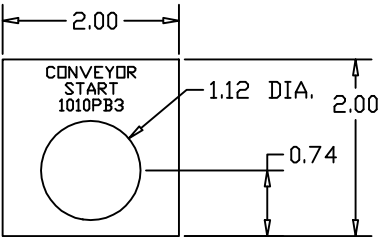
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DRAWN KR 8/26/13 CHECKED CAM 8/29/13 APPROVED	DATE 8/26/13 DATE 8/29/13 DATE	SHEET TITLE NACOGDOCHES, TX WWTP	
APPROVED APPROVED	DATE DATE	PART NAME LOCAL CONTROL PANELS LAYOUT AND WIRING	
SIZE D SCALE NONE	FSQM NO. DWS. NO. 2657V2C029 SHEET 29 OF 32	REV 4	

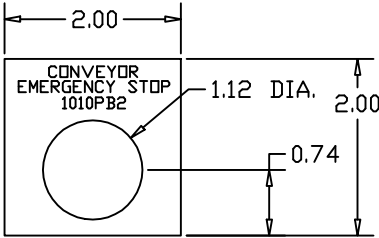
REVISIONS			
REV	DESCRIPTION	DATE	REVISED APPROVED
1	REVISED FOR FAB - NO CHANGES	9/27/13	CAM MPS
3	REVISED FOR AB - NO CHANGES	11/20/13	CAM MPS
4	REVISED FOR AI - NO CHANGES	9/20/23	KA DUP



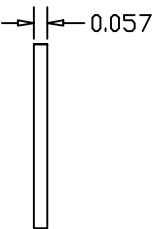
LOCAL CONTROL PANEL ID TAG
WHITE W/ .25" BLACK LETTERS



TYPICAL NEMA-7/9 ID TAGS
WHITE W/ .125" BLACK LETTERS



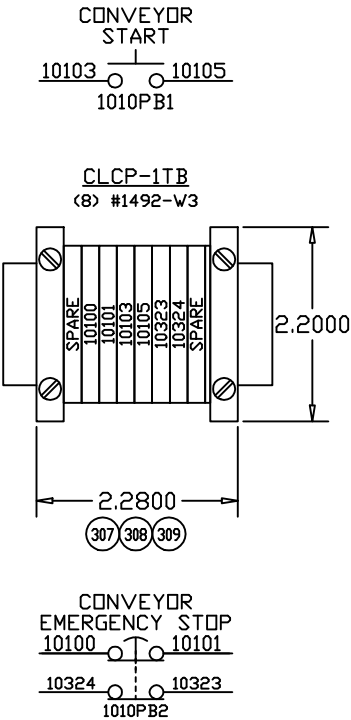
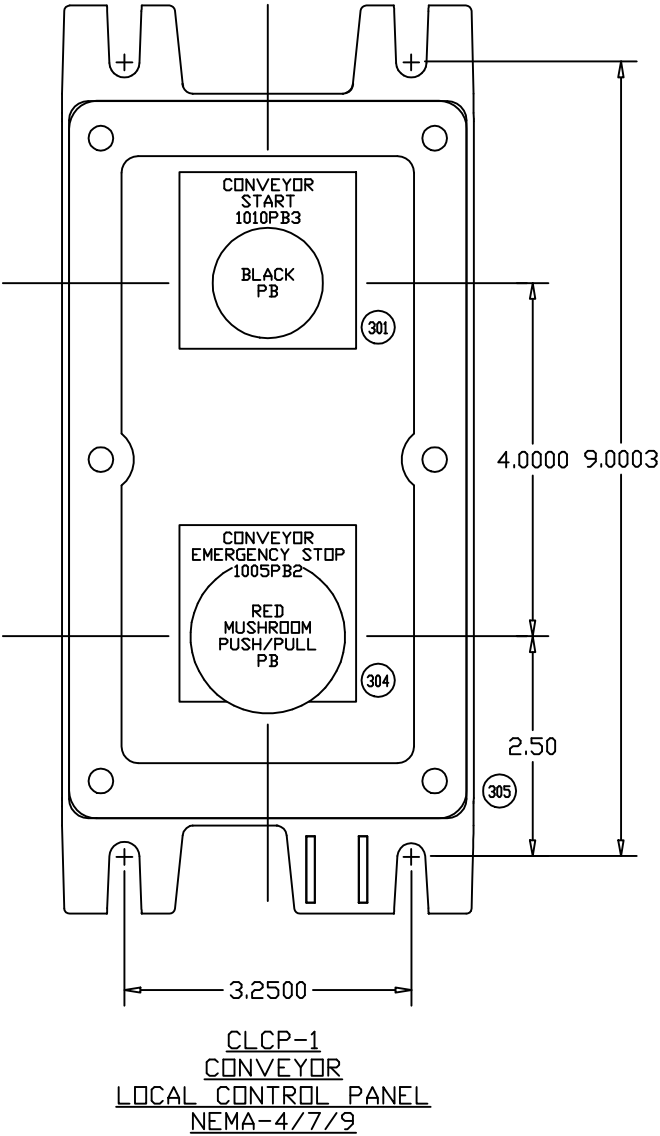
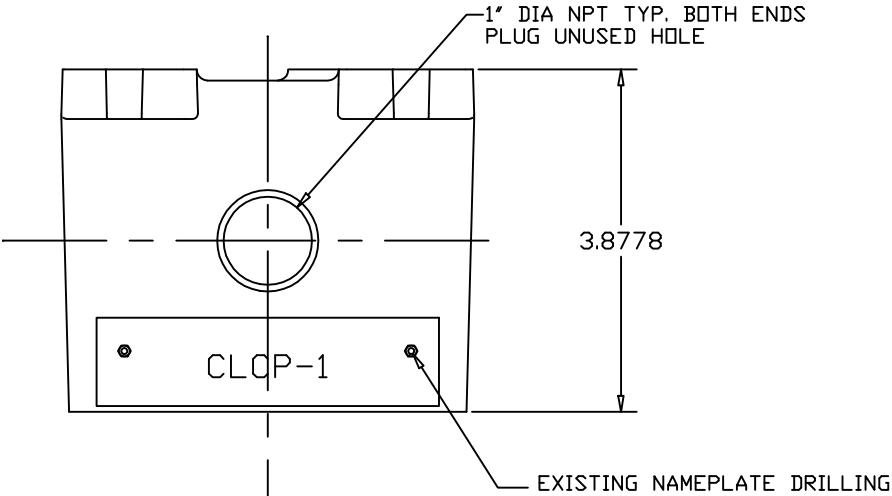
TYPICAL NEMA-7/9 ID TAGS
YELLOW W/ .125" BLACK LETTERS



TAG DEPTH (TYPICAL)
0.62" WITH 3M 467200MP
ADHESIVE

AS INSTALLED			
DIMENSIONING & TOLERANCING IN ACCORDANCE WITH ANSI Y14.5M-1982 TOLERANCES - UNLESS OTHERWISE SPECIFIED .X = ±0.03 .XX = ±0.01 .XXX = ±0.005 .XXXX = ±0.0005 ANGULAR = ±0.1°		 Saginaw, Michigan 48607 TF 800.383.8479	
DRAWN	DATE	SHEET TITLE	
KR	8/26/13	NACOGDOCHES, TX WWTP	
CHECKED	DATE	PART NAME	
CAM	8/29/13		
APPROVED	DATE	CONVEYOR CONTROLS LOCAL CONTROL PANEL	
APPROVED	DATE		
SIZE	FSOM NO.	DWG. NO.	REV
D		2657V2C030	4
SCALE	NONE	SHEET	30 OF 32

PROPRIETARY
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DET.	QTY.	MANUFACTURER	PART No.	DESCRIPTION
01	1	SCE	SCE-60EL3612SSLPL	ENCLOSURE, NEMA-4X, 304SS, 3-POINT DOOR HARDWARE, 60.00" H X 36.00" W X 12.00" D,
02	1	SCE	SCE-60P36	SUBPLATE, STEEL (GLOSS WHITE) 57.00" H X 33.00" W
03	1	SCE	SCE-LF16D18ND	LIGHT, FLUORESCENT, 18", 120VAC 0.53A, 15W, W/O OUTLET
04	2	SCE	SCE-GS808	GROUND STRAP, #8 AWG
05	1	SQUARE D	PK15GTAL	GROUND BAR KIT
06	1	STEGO	O1172.0-01	DUAL THERMOSTAT CONTROLLER 32-140F HEAT AND COOL ADJUSTABLE DIALS
07				
08				
09	1	PFANNENBERG	PFH200	200W PANEL HEATER, 120VAC
10	1	ALLEN BRADLEY	1492-PDM3141	POWER DISTRIBUTION BLOCK, 3 POLE, 600V, 115 AMP, SCCR=100KA @ 600VAC #8-#10 LINE & #10-#14 LOAD SIDE WIRE REQUIRED TO MAINTAIN 100KA SCCR RATING
11	1	ALLEN BRADLEY	1492-PBC9	POWER BLOCK COVER FOR 1492-PDM3141 DIST. BLOCK
12	4	BUSSMAN	CCP-3-30CC	DISCONNECT/FUSE HOLDER, 600V, 3-POLE, 30A, 200KA SCCR
13	12	BUSSMAN	KTK-R-10	FUSE, 600VAC, 10AMP, 200ka SCCR
14	1	ICE QUBE	IQ1500VS-480-304SS-CP2	AIR CONDITIONER, 1500 BTUH, 480VAC, N4X, 304 STAINLESS STEEL ENCLOSURE,
15	1	SQUARE D	9070T1000D1	TRANSFORMER, 1000VA, 480VAC PRIMARY, 120VAC SECONDARY
16	1	SQUARE D	9070FSC-2	FINGERSAFE COVER KIT, FOR SQ D 9070T FOR T-TYPE TRANSFORMERS
17	1	ABB	DS30FACC12	FUSIBLE DISCONNECT, 3-POLE, 600V, 30 AMP, 200KA SCCR
18	1	ABB	DXP6X290	PISTOL SHAFT 11.4' 6x290
19	1	ABB	DHB65L6	DISCONNECT HANDLE FOR FUSIBLE DISCONNECT PISTOL HANDLES 6x65mm BLACK 4, 4X
20	3	BUSSMANN	KTK-R-20	FUSE, 600VAC, 20AMP, 200ka SCCR
21	2	BUSSMAN	FNQ-R-5	FUSE, 600V AC, 5AMP, 200ka SCCR
22	2	BUSSMAN	LP-CC-5	FUSE, 600V AC, 5AMP, 200ka SCCR
23	1	EATON	PTX-048-NN400-SS	SURGE PROTECTOR, 480VAC, 3PH DELTA, 48KA PEAK SURGE CURRENT, TYPE 4X S.S. ENCL.
24	2	BUSSMAN	CHCC1DIU	FUSEHOLDER, 600V AC/DC, 1-POLE, 30AMP, 200ka SCCR
25	1	BUSSMAN	CHCC2DIU	FUSEHOLDER, 600V AC/DC, 2-POLE, 30AMP, 200ka SCCR
26	1	ALLEN BRADLEY	193-EECB	SOLID STATE OVERLOAD RELAY, 3 POLE ADJUSTED TRIP 1-5 AMP, USE WITH 100-C
27	1	ALLEN BRADLEY	100-C09D10	IEC CONTRACT, 9A, 5HP@480VAC, 100KA SCCR, 120VAC 60HZ COIL,
28	1	ALLEN BRADLEY	100-ESV136	SURGE SUPPRESSOR FOR 100-C CONTACTORS
29	1	ALLEN BRADLEY	100-FA22	AUXILARY CONTACTS TOP MOUNTED 2ND 2NC
30	2	ALLEN BRADLEY	25B-D2P3N104	VARIABLE FREQUENCY DRIVE 1 HP - 3PH 480VAC NEMA-1 WALL MOUNT
31	2	TCI	KDRMA5H1	LINE REACTOR, UP TO 1 HP 480VAC INPUT
32	28	ALLEN BRADLEY	700-HC24A1-4	RELAY, 120VAC COIL, 4PDT, W/LED, 7A 300V CONTACT RATING
33	28	ALLEN BRADLEY	700-HN104	SOCKET, SCREW TERMINAL, DIN RAIL MOUNT
34	28	ALLEN BRADLEY	700-AV3R	SURGE SUPPRESSOR, VARISTOR W/LED, 110-240VAC
35	3 PKG	ALLEN BRADLEY	700-HN114 (PKG OF 10)	RETAINER CLIP, FOR 700-HN104
36	2	ALLEN BRADLEY	700-HLT1Z24	RELAY OUTPUT, SPDT (1 C/D), W/ SCREW TERMINALS, 24V DC
37	3	ALLEN BRADLEY	700-FSH3VU23	TIMER, REPEAT CYCLE, 24-240VAC 50/60HZ COIL, (1) SPDT CONTACT, DUAL SET POINTS, RANGE (0.05SEC-60HR), DIN RAIL MOUNT
38	7	ALLEN BRADLEY	700-FEM3TU23	TIMER, MULTI-FUNCTION (ON/OFF-DELAY, ONE-SHOT, FLASHER), 24-240VAC 50/60HZ COIL, (1) SPDT, RANGE (0.05SEC-10.0HR)
39				

DET.	QTY.	MANUFACTURER	PART No.	DESCRIPTION
40				
41	3	ALLEN BRADLEY	800H-PRTH16G	PILOT LIGHT, PUSH-TO-TEST, 120VAC, GREEN LED, NEMA-4/4X/13 REPLACEMENT LAMP #800T-N318G
42	6	ALLEN BRADLEY	800H-PRTH16A	PILOT LIGHT, PUSH-TO-TEST, 120VAC, AMBER LED, NEMA-4/4X/13 REPLACEMENT LAMP #800T-N318A
43	1	ALLEN BRADLEY	800H-PRTH16W	PILOT LIGHT, PUSH-TO-TEST, 120VAC, WHITE LED, NEMA-4/4X/13 REPLACEMENT LAMP #800T-N318W
44	1	ALLEN BRADLEY	800H-FRXT6A5	PUSHBUTTON, RED MUSHROOM, PUSH-PULL TWIST RELEASE, 2-NCLB CONTACTS, NEMA-4/4X/13
45	3	ALLEN BRADLEY	800H-JR2B	SELECTOR SWITCH, 3-POSITION, MAINTAINED, (3) 1-N.O./1-N.C. CONTACT BLOCKS, NEMA-4/4X/13
46	1	ALLEN BRADLEY	800H-AP2B	PUSHBUTTON, BLACK FLUSH, 2ND-2NC CONTACTS, NEMA4/4X/13
47				
48	1	SCE	SCE-BV4XKIT	PANEL AIR VENT
49	1	SCE	SCE-DV4XKIT	PANEL DRIAN VENT
50	120	ALLEN BRADLEY	1492-J4	TERMINAL, IEC, 600V AC/DC, 35A, GREY
51	4	ALLEN BRADLEY	1492-EBJ3	END BARRIER, IEC, FOR 1492-J4, GREY
52	8	ALLEN BRADLEY	1492-EAJ35	END ANCHOR, IEC, NORMAL DUTY
53	7	ALLEN BRADLEY	1492-JG4	TERMINAL, GROUNDING, GREEN/YELLOW
54				
55	1	ALLEN BRADLEY	1492-DR6	TERMINAL MOUNTING RAIL, HIGH RISE DIN, 1M
56	1	ALLEN BRADLEY	1492-M6X12	TERMINAL MARKER CARD, IEC, (120/CARD) FOR AB 1492-J4 TERMINALS
57	2	ALLEN BRADLEY	199-DR1	DIN RAIL, 35MM X 1M
58	1	PANDUIT (OR EQUAL)	F1.5X4LG6	DUCT, 1.5' X 4', LIGHT GRAY, SLOTTED
59	1	PANDUIT (OR EQUAL)	C1.5LG6	DUCT COVER, 1.5', LIGHT GRAY
60	2	PANDUIT (OR EQUAL)	F1X4LG6	DUCT, 1' X 4', LIGHT GRAY, SLOTTED
61	2	PANDUIT (OR EQUAL)	C1LG6	DUCT COVER, 1', LIGHT GRAY
62				
63				
64	1	FEDERAL SIGNAL	350TR 120VAC 50/60HZ	HORN, NEMA-4X, 120VAC, 50/60HZ, 0.18A
65	1	FEDERAL SIGNAL	LP3S-120VAC-RED	STROBE LIGHT, 120VAC, 60HZ, 0.1A, RED, SURFACE MOUNT, NEMA-4X
66	1	ENM COMPANY	T50B212	HOUR METER, 120VAC 60HZ, NON-RESETABLE, 99999.9 HOURS, NEMA-4X/12
67	2	EATON	6-T-3H-508RPM-406	HOUR METER, 115VAC 60HZ, NON-RESETABLE, 99999.9 HOURS, IP65
68	1	SIEMENS	7MH7144-1AA2	MILLTRONICS, MFA-4P MOTION SENSOR ALARM
69		(I-SUPPLIED BY KWS)		CONTROLLER, 120VAC 60HZ, 15VA
70	2	STAHL	9170/20-12-21S	INTRINSIC SAFETY BARRIER, 120VAC SUPPLY, DIGITAL INPUT, RELAY OUTPUT, DUAL CHANNEL, DIN MOUNT

REVISIONS				
REV	DESCRIPTION	DATE	REVISED	APPROVED
1	REVISED FOR FAB - NO CHANGES	9/27/13	CAM	MPS
3	REVISED FOR AB - NO CHANGES	11/20/13	CAM	MPS
4	REVISED FOR AI - UPDATE ITEM 9,30,31,36,67	9/20/23	KA	DUP

AS INSTALLED

DIMENSIONING & TOLERANCING IN ACCORDANCE WITH ANSI Y14.5M-1982
TOLERANCES - UNLESS OTHERWISE SPECIFIED
X . = .003
XX . = .001
XXX . = .0005
ANGULAR = .01°



Saginaw, Michigan 48607
TF 800.383.8479

DRAWN KR 8/26/13
CHECKED CAM 8/29/13
APPROVED

SHEET TITLE
NACOGDOCHES, TX
WWTP

APPROVED
APPROVED

PART NAME
BILL OF MATERIALS
PANEL MOUNTED COMPONENTS

SIZE D FSCM NO. DWG. NO. 2657V2C031 REV 4
SCALE NONE SHEET 31 OF 32

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REVISIONS				
REV	DESCRIPTION	DATE	REVISED	APPROVED
1	REVISED FOR FAB - NO CHANGES	9/27/13	CAM	MPS
3	REVISED FOR AB - NO CHANGES	11/20/13	CAM	MPS
4	REVISED FOR AI - NO CHANGES	9/20/23	KA	DUP

FIELD MOUNTED DEVICES - SUPPLIED BY DUPERON CORPORATION

DET.	QTY.	MANUFACTURER	PART No.	DESCRIPTION
301	5	ADALET	XHPBS/BT1A	PUSHBUTTON, NEMA-7/9, BLACK, SURFACE MOUNT, 1-NO/1-NC CONTACT BLOCK
302				
303				
304	3	ADALET	XHPPMS	PUSHBUTTON, NEMA-7/9, RED MUSHROOM-1 3/4" OPERATOR, 1-NC/1-NO CONTACT BLOCK
305	1	ADALET	XIFC-030703-N4	PB ENCLOSURE, NEMA-4/7/9, 2-HOLE, 1' CONDUIT HOLES TOP & BOTTOM, WEATHERPROOF GASKETING
306	2	ADALET	XIFC-030903-N4	PB ENCLOSURE, NEMA-4/7/9, 3-HOLE, 1' CONDUIT HOLES TOP & BOTTOM, WEATHERPROOF GASKETING
307	24	SPRECHER+SCHUH	V7-W3	TERMINAL, IEC, 600V AC/DC, 20A, GREY
308	3	SPRECHER+SCHUH	V7-EB3	END BARRIER, IEC, FOR 1492-W3
309	6	SPRECHER+SCHUH	V7-EA35	END ANCHOR, IEC, NORMAL DUTY
310				
311				
312				
313				
314	4	CONERY MFG.	2901-B8-S4-C1-K1-40	FLOAT SWITCH, N.C. SPDT CONTACT, 13A @ 120VAC, MECH. BULB W/CORD WEIGHT,
315	1	SIEMENS (1-SUPPLIED BY KWS)	7MH7146-OJA	PROBE W/IMA, XPP-5, HAZARDOUS LOCATION, FOR USE WITH SIEMENS MILLTRONICS MFA-4P MOTION ALARM CONTROLLER, 15M CABLE
316	1	CONVEYOR COMPONENTS	RS-2X	SWITCH, CABLE OPERATED SAFETY, 2 SPDT SWITCHES, 20A @ 120VAC, NEMA-7/9
317				

FIELD MOUNTED DEVICES - SUPPLIED BY OTHERS

DET.	QTY.	MANUFACTURER	PART No.	DESCRIPTION
351				
352				
353				
354				
355				
356				

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DRAWN KR	DATE 8/26/13	SHEET TITLE NACOGDOCHES, TX WWTP	
CHECKED CAM	DATE 8/29/13	PART NAME BILL OF MATERIALS FIELD DEVICES	
APPROVED	DATE	SIZE D	REV 4
APPROVED	DATE	FSCM NO.	DWG. NO. 2657V2C032
SCALE NONE		SHEET 32 OF 32	

Sewer Treatment Plant Bar Screen Replacement

- Existing Bar Screens have failed
- August 2023 – City Council approved purchase of parts and components
- Six-month lead time
- Bids received for installation of equipment



Bid Results:

<i>McKinney & Moore of Texas</i>	<i>\$ 114,040.00</i>
Horton Excavating	\$ 153,700.00
Duplicchain Contractors	\$ 209,700.00
Allco, LLC	\$ 710,390.00

PRESENTER: Larissa Philpot-Brown, Economic Development Director

ITEM/SUBJECT: Receive presentations and hold discussions regarding the Low Income Housing Tax Credit Program applications, and requests for support. (Economic Development Director)

SUMMARY/BACKGROUND: Staff is presenting this item in order to inform and educate Council prior to hearing requests for support for low income housing tax credit developments. The requests for resolutions of support follow this item.

The Low Income Housing Tax Credit (LIHTC) program (or HTC program) is a federal program created in 1986 designed to finance the construction of affordable rental housing. The LIHTC program is the primary way new affordable housing is constructed in the United States. In Texas, this program is administered by the Texas Department of Housing and Community Affairs (TDHCA).

The program works by providing a tax credit equal to 9% of the qualified basis of the development. Those tax credits can then be utilized by the project developer, or they may be sold or transferred to another entity to provide capital and thus reduce the debt required to finance the project. This debt reduction allows for a lower-than-market rent to be charged for the property. After the property is developed, the applicant must market the property in the surrounding community. Tenants earning up to 60% of the area median family income for their household size who meet the screening and eligibility restrictions of the property may qualify for a reduced rent. The overall median family income for Nacogdoches County is \$68,400. The chart below shows family size factored into the income limit calculation.

Household Size	1 Person	2 Person	3 Person	4 Person	5 Person
Income Limit	\$27,900	\$31,920	\$35,880	\$39,840	\$43,080

Each state designs its Qualified Allocation Plan (QAP). In Texas, the QAP allocates credits within regions, setting up a competitively scored application process in each region. Nacogdoches lies within a rural subregion containing 12 counties. Developments are scored based on the amenities they provide, the demographics of the census tract the proposed development lies within, the development's proximity to previously awarded LIHTC properties, and a development's ability to obtain a resolution of support from the City. Staff has been informed the proposed developments will likely not receive a credit allocation if they do not receive a resolution of support from the City. It is also important to note that only one development will receive a credit allocation in each region.

Nacogdoches contains several housing tax credit developments that were constructed using LIHTC financing in previous years.

Development	Address	Year Awarded

Cordova Rental Units	Various	1993
Commonwealth Apartments	5319 Northway Drive	1996
Commonwealth, Phase II	5319 Northway Drive	1999
Cypress Ridge	2701 Logan Circle	2000
Cardinal Village	1630 Cardinal Street	2002
Spring Hill Apartments	3413 East Main	2002
Nacogdoches Senior Village	605 Harris Street	2006
Vista Pines Apartment Homes	1602 Park Street	2006
Park Estates	1600-2026 Pruitt Hill	2007
Pine Lake Estates	2012 Durst Street	2013
Tower Village	Tower Rd & Park St	2013

FINANCIAL:

No financial impact associated with this item

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

Neighborhood Revitalization and Attainable Housing

CITY CONTACT: Larissa Philpot-Brown, AICP
lphilpot@nedco.org
(936) 559-1255

ATTACHMENTS: 1. 2024 HTC Workshop

2024 Housing Tax Credit Process

What is a Housing Tax Credit?

- Created in 1986
- Federal incentive for investors to provide affordable housing
- Dollar for dollar credit on federal income tax
- Claimed over 10 years
- Gives state housing agencies \$8 billion annually to allocate
- Administered by the Texas Department of Housing and Community Affairs – TDHCA.
- Not Section 8

How do the Credits Work?

- Qualified basis of \$1 million
- Part of the 9% LIHTC program
- $9\% \times \$1 \text{ million} = \$90,000$ per year for 10 years, or \$900,000
- Subsidy reduces the debt required for the project
- Rent required to make the property financially viable are lower than market

Housing Tax Credits Explained

- Qualified allocation plan
- Regions defined
- Competitive scoring
 - ❧ Amenities
 - ❧ Income and rent levels
 - ❧ Proximity to jobs
 - ❧ Location in a recent disaster area
 - ❧ Resolution of support from city

Point System

- Opportunity index
 - Within a census tract with a poverty rate of less than 20%. This tract is at 14%.
 - Within 5 miles of a grocery store, pharmacy, hospital, Head Start, library, park, university or community college, recreation facility
 - Low crime rate
 - With a high percentage of educated adults
 - Meals on Wheels service area
 - School with A or B rating
 - Economically distressed area, no HTC development within 15 years
 - Near jobs
 - Federal disaster area

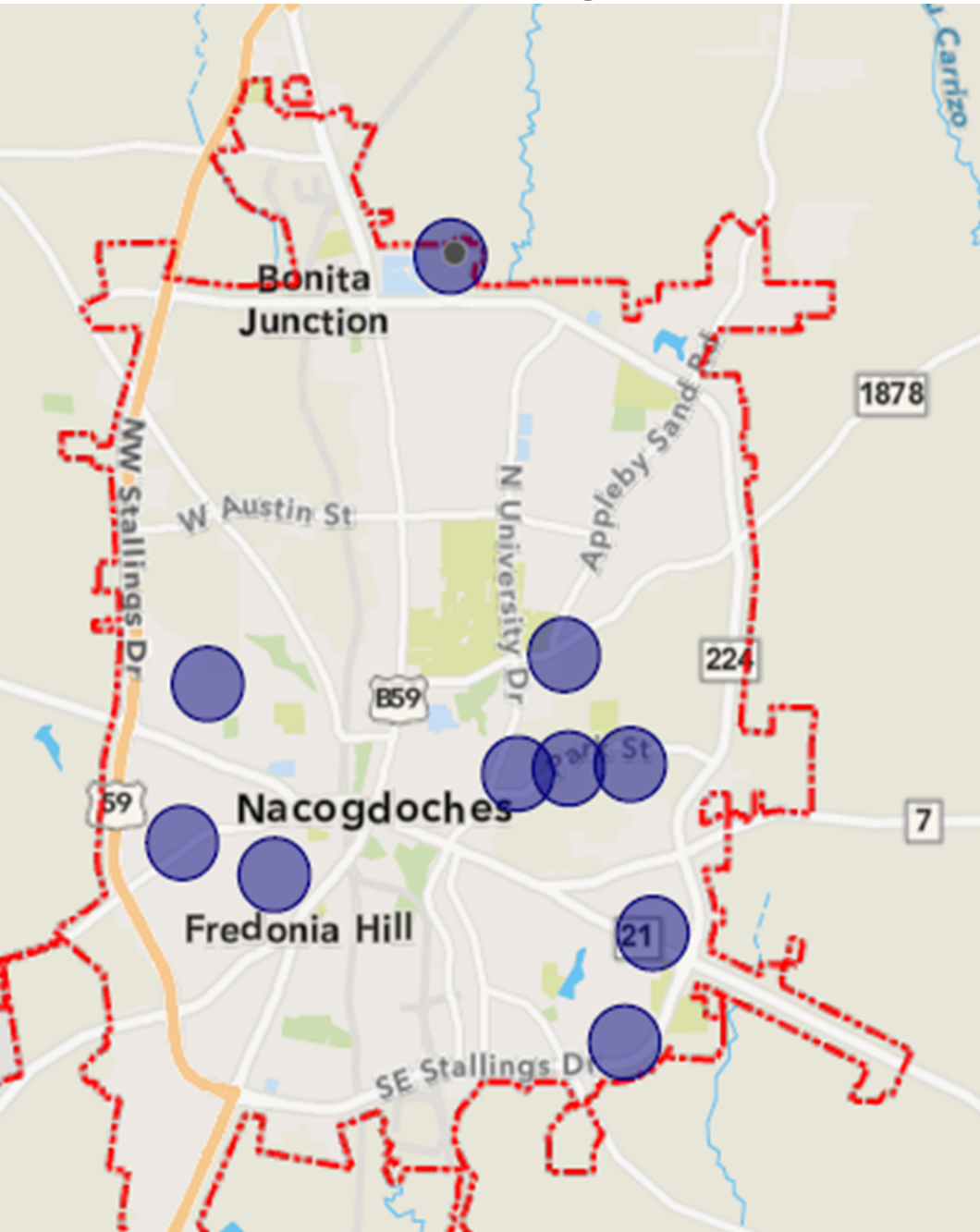
Point System

- Local government support
- Development funding (<\$250)
- State representative support
- Community service organization support
- Property owner association support
- Financial feasibility
- Cost of development
- Pre application participation

Census Data

	Texas	Nacogdoches (city)	Lufkin
Median household income in 2022	\$73,035	\$37,612	\$57,938
% At or Below Poverty Level (2022)	14.0%	30.9%	18.0%
Median Gross Rent (2022)	\$1,251	\$873	\$962

Existing Tax Credit Properties



Cordova Rental Units	Various	1993
Commonwealth I & II	Northway Drive	1996 & 1999
Cypress Ridge	Logan Circle	2000
Cardinal Village	Cardinal Street	2002
Spring Hill	East Main Street	2002
Senior Village	Harris Street	2006
Vista Pines	Park Street	2006
Park Estates	Pruitt Hill	2007
Pine Lake Estates	Durst Street	2013
Tower Village	Tower & Park	2013

Comprehensive Plan Goals

- **A variety of safe, high-quality residential areas that meet the needs of Nacogdoches residents.**
- **High-quality development that respects community character and the natural environment and does not overburden public services and infrastructure**
- **A variety of quality housing options that are appropriately available to new and current residents of Nacogdoches and affordable at all income levels.**
- **Housing and neighborhood design that successfully addresses the needs of an aging population while taking advantage of amenities attractive to retirees.**
- **Neighborhoods that are protected through diligent enforcement of appropriate ordinances, regulations and incentives.**
- **Sensible growth in Nacogdoches that takes advantage of proximity to services and amenities and minimizes the strain on tax revenue.**

2024 Applications

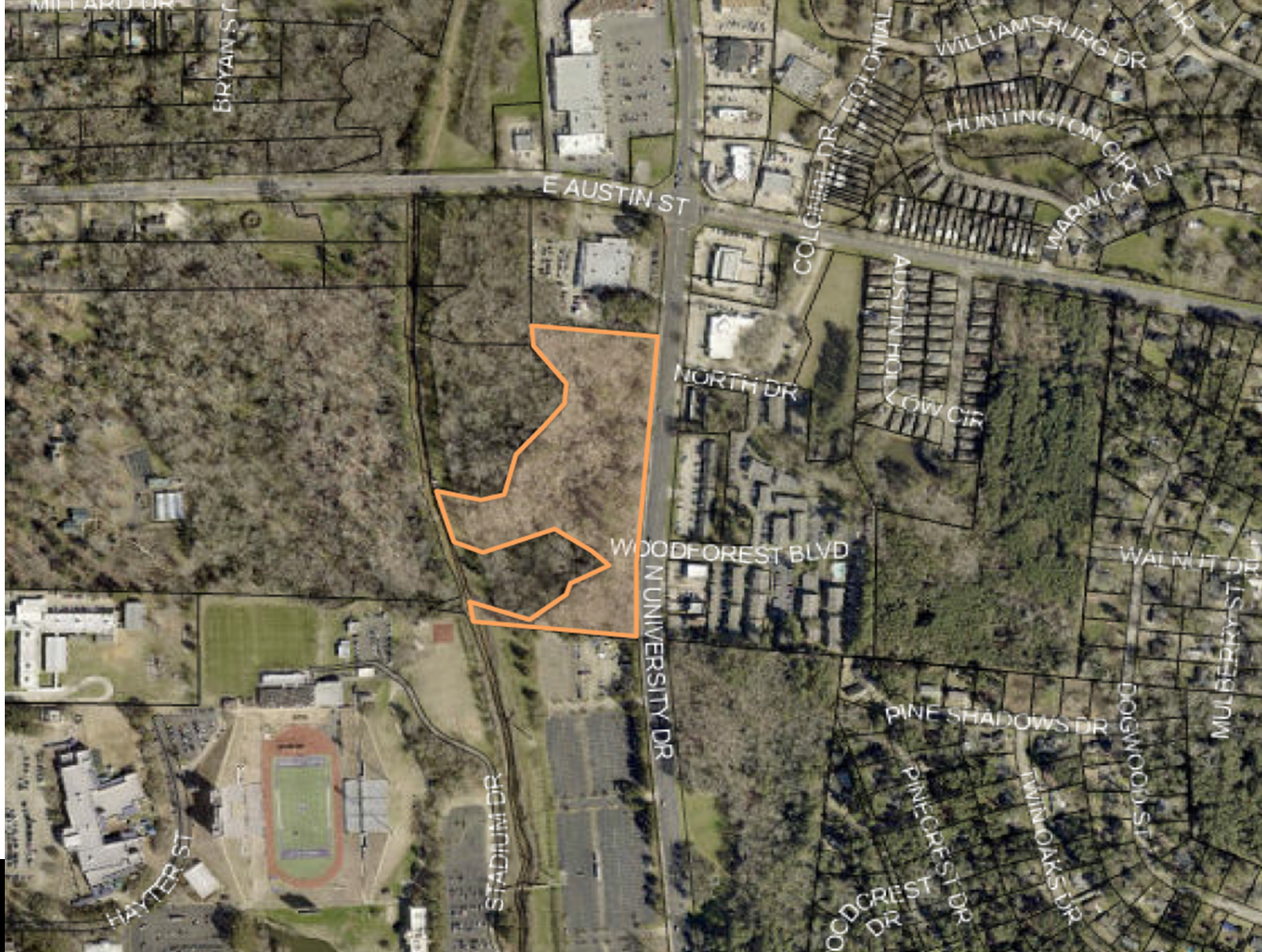
Name	Ridgebrook Senior Village	Pine Creek Senior Village	Elm Grove Apartments	Garden Walk of Nacogdoches
Address	SEC of N. University & NE Stallings Dr.	SEC of SE Stallings Drive and E. Main Street	N. University – Btw Commuter Lot and USPS	3279 N. University
Non-Profit	Yes	Yes	No	No
Low income units	70	60	68	58
Total units	70	60	68	58
Target	Elderly	Elderly	General	General
Current zoning	B-2	B-2	B-2	B-2



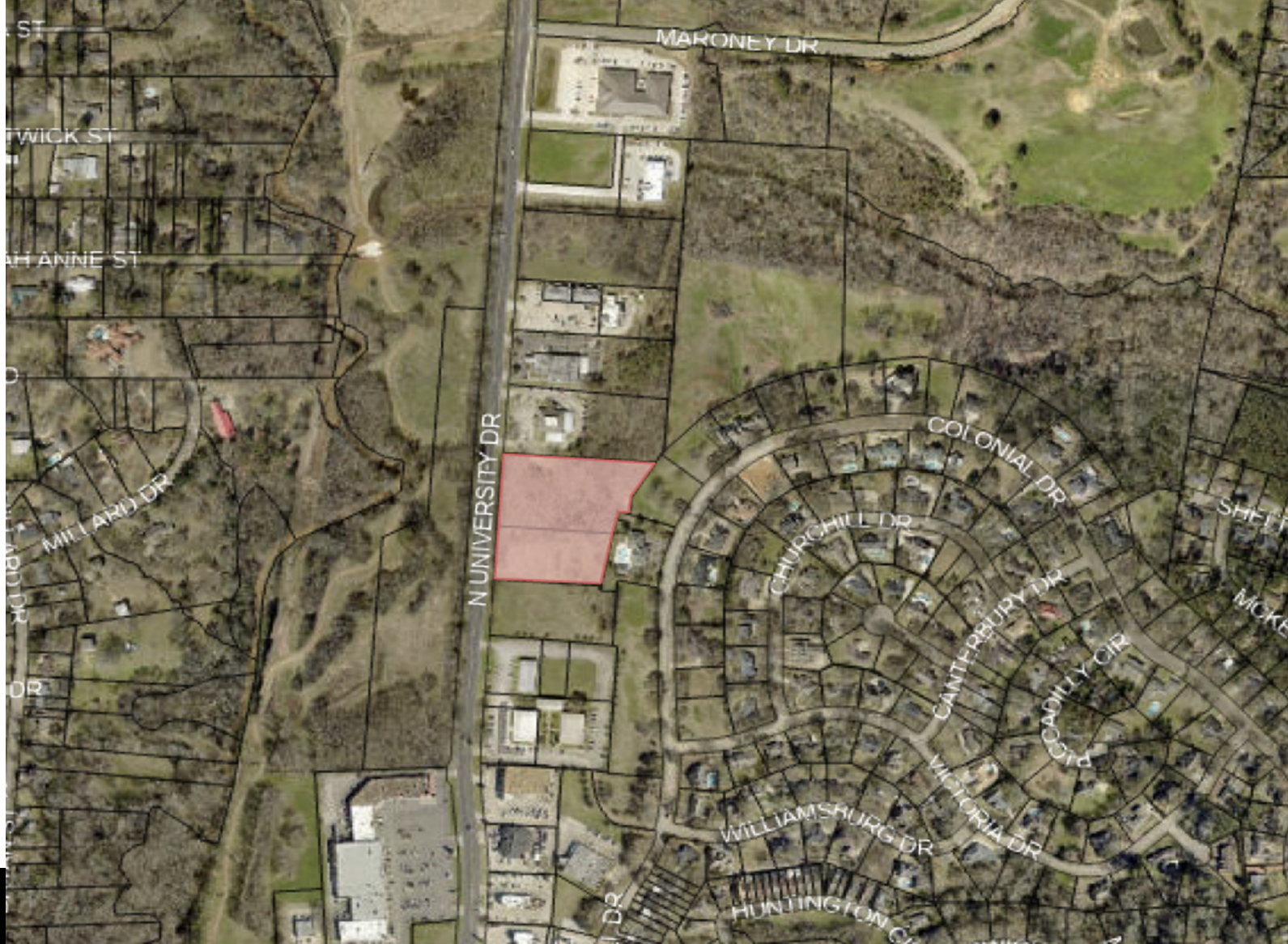
Ridgebrook Senior Village



Pine Creek Senior Village



Elm Grove Apartments



Garden Walk of Nacogdoches

Options for Resolutions?

- Adopt a resolution of support
- Adopt a resolution of no objection
- Adopt a resolution of opposition
- Take no action



City Council Meeting

Date: February 6, 2024

Agenda Item: 6.B.

PRESENTER: Larissa Philpot-Brown, Economic Development Director

ITEM/SUBJECT: i. Project Name: Pine Creek Senior Village, Project Location: SEC N University Dr. and E. Main Street., TDHCA Application Number: 24115. (Economic Development Director)

SUMMARY/BACKGROUND: The developers representing this application will provide further information at the meeting. Attached you will find a map of the proposed location as well as the development information received by staff as of February 1, 2024.

FINANCIAL:

No financial impact associated with this item

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

Neighborhood Revitalization and Attainable Housing

CITY CONTACT: Larissa Philpot-Brown, AICP
lphilpot@nedco.org
(936) 559-1255

ATTACHMENTS:

1. DEVELOPMENT SUMMARY - Pine Creek Senior Village (2024) - v1
2. IFG - Brochure - 2023
3. Pine Creek Senior Village Map

SEC SE Stallings Drive and East Main Street

Nacogdoches, Texas

Pine Creek Senior Village



Up to 60 Total Units / Attainable Housing For Seniors

Serving Elderly Residents of Nacogdoches Aged 62+

Proposed 9% Housing Tax Credit Development
by CSH Pine Creek Senior Village, Ltd.

[DISCLAIMER: all photos, numbers, units, calculations, and development concept/scope are subject to change. For informational purposes only.]

SEC SE Stallings Drive and East Main Street

Nacogdoches, Texas

Pine Creek Senior Village

OWNER / DEVELOPER

CSH Pine Creek Senior Village , Ltd. – TEXAS

DEVELOPMENT SERVICES

Texas Inter-Faith Housing Corporation - TEXAS (501c3)

MANAGEMENT

Texas Inter-Faith Management Corporation - TEXAS (501c3)

RESIDENT SERVICES

Portfolio Resident Services, Inc. - TEXAS (501c3)

GENERAL CONTRACTOR

Nations Construction, Ltd. - TEXAS

ARCHITECT

Cross Architects , PLLC - TEXAS



Team

[DISCLAIMER: all photos, numbers, units, calculations, and development concept/scope are subject to change. For informational purposes only.]

SEC SE Stallings Drive and East Main Street

Nacogdoches, Texas

CSH Pine Creek Senior Village, Ltd. is proposing to secure an award of housing tax credits from TDHCA to develop an upscale and affordable rental community for seniors and retirees, consisting of multi-story apartment buildings and a clubhouse with amenities for the elderly residents of Nacogdoches. Pine Creek Senior Village is a senior independent living community.

Pine Creek Senior Village

Narrative



[DISCLAIMER: all photos, numbers, units, calculations, and development concept/scope are subject to change. For informational purposes only.]

SEC SE Stallings Drive and East Main Street

Nacogdoches, Texas

Pine Creek Senior Village



Proposed amenities may include:

- Gated Community
- Fitness Center
- Business Center
- Pool
- Balconies
- Patios
- Resident Gardens
- Controlled Bldg Access
- On-Site Maintenance
- Spacious Walk-In Closets
- Trails / Green Space
- Washer & Dryer Connections
- Energy Efficient Appliances
- Premium Counter Tops
- Wood Plank Flooring
- Theater
- Wi-Fi
- Dog Park / Privacy Fence
- Barbeque & Picnic Areas
- Library

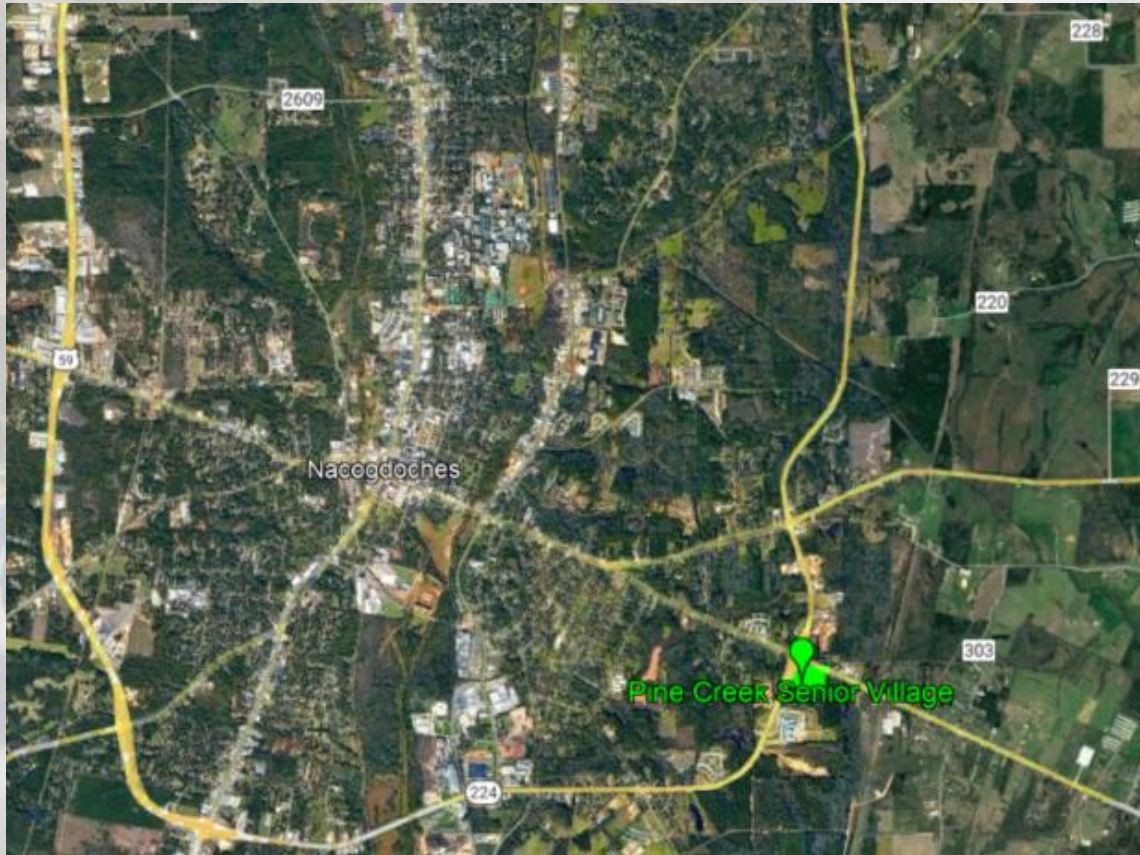


[DISCLAIMER: all photos, numbers, units, calculations, and development concept/scope are subject to change. For informational purposes only.]

SEC SE Stallings Drive and East Main Street

Nacogdoches, Texas

Pine Creek Senior Village



Location





SAMPLE OF SERVICES SENIOR PROPERTIES

***all programming is customized to resident & management feedback*



Adult Development

- GNP Women's Group
- Financial Planning
- Legal Assistance
- Abuse Awareness
- Counseling & Crisis Support
- Identity Theft & Fraud Prevention
- Self Defense Education
- Credit Counseling
- Computer Training
- Character & Leadership
- Personal Growth
- Income Tax Preparation Help

Health & Nutrition

- Chair Volleyball
- Yoga
- Nutrition Education
- Prevention Education
- Cooking Classes
- Fitness Classes
- Walk & Talk Club
- Health Fairs
- Health Screening
- Immunization Program
- Physician Referrals
- Recipe Exchange



Neighborhood Development

- New Resident Tours
- Resident Council
- Fire Safety
- Community/Patio Gardening
- Volunteer Opportunities

Recreational Activities

- Happy Hour
- Brunch
- Wine & Cheese Tasting
- Travel Planning
- Paint & Sip Classes
- BINGO
- Arts & Crafts Maker Club
- Karaoke
- Cards, Puzzles & Board Games
- Social Events
- Monthly Birthday Celebration
- Seasonal Activities
- Creative Writing Workshop
- Community Potluck
- Meet & Greet
- Ice Cream Social
- Book Club
- Knitting Group
- Dancing Events
- Pen Pal Program



SEC SE Stallings Drive and East Main Street

Nacogdoches, Texas

Units: Up to 60 Units (conceptual)

Value of Housing Credits: \$12M+ (Tax Credit Allocation -- \$1.2M to \$1.7M)

Total Development Cost: \$16M+

Anticipated Project Schedule:

Jan 5, 2024 / HTC Pre-Application

Mar 1, 2024 / HTC Application

Aug 1, 2024 / HTC Award

Mar 1, 2025 / Construction Start

May 1, 2026 / Lease-up Begins

Oct 1, 2026 / Construction Complete



Pine Creek Senior Village

Project Schedule

Nacogdoches Conceptual - Elderly

Unit Mix and Income

Unit Type	Targeted AMI %	# of Units	Avg. Unit SF	Avg. Rent
OBD/0ba				
OBD/0ba				
1BD/1ba	30%	0	600	327
1BD/1ba	50%	0	600	601
1BD/1ba	60%	0	600	737
1BD/1ba	80%	0	600	1,011
1BD/1ba	30%	4	600	327
1BD/1ba	50%	10	600	601
1BD/1ba	60%	40	600	737
1BD/1ba	70%	0	600	874
2BD/2ba	30%	2	850	381
2BD/2ba	50%	2	850	709
2BD/2ba	60%	2	850	873
2BD/2ba	70%	0	850	1,037

[DISCLAIMER: all photos, numbers, units, calculations, and development concept/scope are subject to change. For informational purposes only.]

Contact



CSH Pine Creek Senior Village, Ltd.

Development Services

Texas Inter-Faith Housing Corporation

Russ Michaels, its Executive Director

212-960-3913

rmichaels@interfaithgroup.org

[DISCLAIMER: all photos, numbers, units, calculations, and development concept/scope are subject to change. For informational purposes only.]

INTER-FAITH**GROUP**



Communities

&

Purpose



The Inter-Faith Group (IFG) develops high quality attainable housing and provides life-changing resident services to the families, individuals and elders in its communities. Our 501(c)3 non-profit mission is to create purposeful housing that is affordable for the seniors, veterans, workforce and children of the world.

Community
Development
Resident Services
Management
Relationship



INTER-FAITH**GROUP**

Our Mission



"Home is more than a floor plan ... it's an environment that's shaped by people regardless of economics; and by promoting the idea of 'community', we initiate transformation on a broad scale."

- JOT Couch / Founder Portfolio Resident Services



Truth

Equity

Stewardship

Integrity

Loyalty

Virtue

Trust



Russ Michaels / Executive Director
Texas Inter-Faith Housing Corporation
[Inter-Faith Group / Development](#)



Eleanor Fanning / Executive Director
Portfolio Resident Services, Inc.
[Inter-Faith Group / Resident Services](#)



Marie Compton / Executive Director
Texas Inter-Faith Management
[Inter-Faith Group / Management](#)



Jervon Harris / Consultant
SuperUrban Realty Ventures, LLC
[Inter-Faith Group / Development & Engineering](#)



Jennifer Bartlett / Development Director
Texas Inter-Faith Housing Corporation
[Inter-Faith Group / Development & Finance](#)



INTER-FAITHGROUP

Our Team



300+ new units
under construction annually

170,000+
served with resident services

3,000+ units
under management

28+
developments

INTER-FAITH**GROUP**

Our Experience

\$millions +
spent on furthering IFG mission





Our Relationships



Providing quality multifamily housing and resident services requires a vast network of third-party experts and professionals who deliver the highest standards in architecture, law, construction, finance and charity. That is why the Inter-Faith Group prides itself on teamwork and engaging companies and organizations that are committed to positively impacting people, neighborhoods, and communities.



The IFG consultants and developers have over fifty years of combined multifamily development experience. The following list represents past consultant or developer participation, collaborating with some of the best in the multifamily industry.

INTER-FAITH GROUP

Our Consultants & Developers

- Artistry at Craig Ranch (McKinney, TX) – new constructions, 163 units
- Artistry at Edgestone (Frisco, TX) – new constructions, 188 units
- Gala at Oak Crest Estates (Euless, TX) – new constructions, 120 units
- Gala at Four Corners (Houston, TX) – new constructions, 90 units
- Gala at Melissa (Melissa, TX) – new constructions, 93 units
- Gala at Texas Parkway (Missouri City, TX) – new constructions, 86 units
- Jubilee at Texas Parkway (Missouri City, TX) – new constructions, 82 units
- Ashford Parkside (Dunwoody, GA) - redevelopment, 151 units
- Ashford Landing (Dunwoody, GA) - redevelopment, 117 units
- Norman Berry (East Point, GA) - new construction, 119 units
- Princeton Court (College Park, GA) - new construction, 116 units
- HearthSide Towne Lake (Woodstock, GA) - redevelopment, 100 units
- HearthSide Johns Creek (Johns Creek, GA) - new construction, 90 units
- HearthSide Brookleigh (Brookhaven, GA) - redevelopment, 121 units
- HearthSide Peachtree City (Peachtree City, GA) - new construction, 96 units
- HearthSide Sugarloaf (Lawrenceville, GA) – new construction, 110 units
- MainStreet Winder (Winder, GA) - new construction, 64 units
- MainStreet Braselton (Braselton, GA) – new construction, 80 units
- Provision at Four Corners (Houston, TX) – new construction, 132 units
- Provision at West Bellfort (Houston, TX) – new construction, 116 units
- Provision at Melissa (Houston, TX) – new construction, 120 units
- Provision at North Valentine (Hurst, TX) – new construction, 96 units
- River View (Corpus Christi, TX) – new construction, 96 units
- Bella Vista (Alton, TX) - new construction, 120 units
- Riverstone (Corpus Christi, TX) - new construction, 60 units
- Wyndham Pointe (Columbia, SC) - new construction, 180 units
- Westchase Park (Fulton County, GA) - new construction, 224 units
- Vineyards Browns Mill (Atlanta, GA) - new construction, 210 units
- Brookside Park (Atlanta, GA) - new construction, 200 units
- Orchard Walk (Decatur, GA) - acquisition rehab, 204 units
- Lancaster Senior Village (Houston, TX) - new construction, 144 units
- Las Palomas (McAllen, TX) – new construction, 122 units
- Jackson Apartments (McAllen, TX) - new construction, 120 units
- San Juan Mission Villas for Seniors (San Antonio, TX) – new construction, 102 units
- South Rice Apartments (Houston, TX) - new construction, 115 units
- Willow Creek (Alvin, TX) – acquisition rehab, 128 units
- Taylor Senior Village (Mission, TX) – new construction, 112 units
- Patriot Park (Plano, TX) – new construction, 139 units
- Coastal Bend Crossing (Aransas Pass, TX) – new construction, 80 units
- Residences at Lake Waco for Seniors (Waco, TX) – new construction, 90 units
- Avenue at Sycamore Park (Fort Worth, TX) – new construction, 108 units
- Dian Street Villas (Houston, TX) – new construction, 108 units
- Taylor Farms (Dallas, TX) – new construction, 160 units
- Hillside West for Seniors (Dallas, TX) – new construction, 130 units
- Millennium (McKinney, TX) – new construction, 164 units
- Post Oak (McKinney, TX) – new construction, 182 units
- Tomball Senior Village (Tomball, TX) – new construction, 60 units
- Skyline at Cedar Crest (Dallas, TX) – new construction, 107 units
- Westheimer Garden Villas for Seniors (Houston, TX) – new construction, 85 units
- Siler Yard (Santa Fe, NM) – new construction, 65 units
- Oak Lofts Crossing for Seniors (Stafford, TX) – new construction, 60 units
- Lofts at Hartsook (Houston, TX) – new construction, 96 units
- Knoll Street Crossing (Houston, TX) – new construction, 65 units
- Park Boulevard Lofts (Houston, TX) – new construction, 66 units
- Avenue Heights (Killeen, TX) – new construction, 65 units

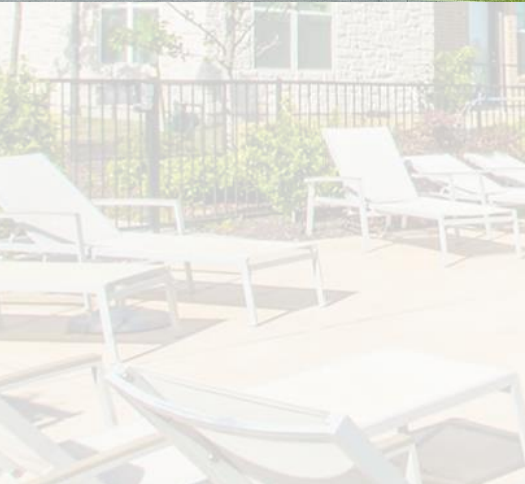
53+
developments



6,500+
units



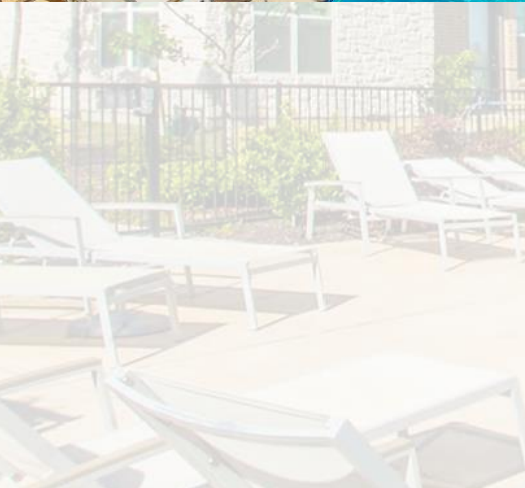
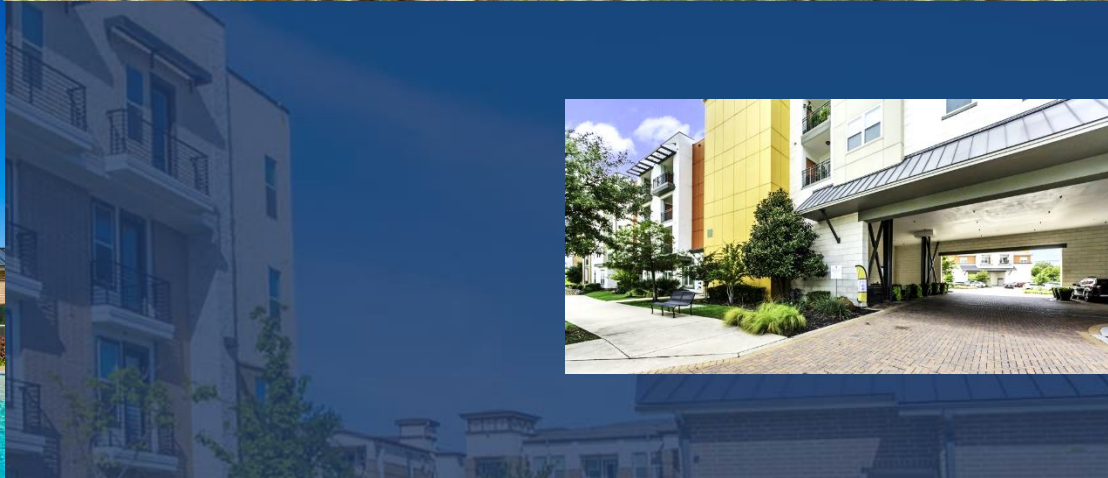
Our Exteriors



INTER-FAITH**GROUP**



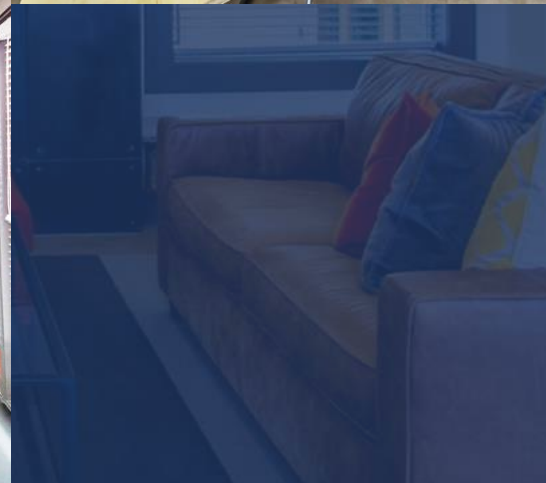
Our Exteriors



INTER-FAITH**GROUP**



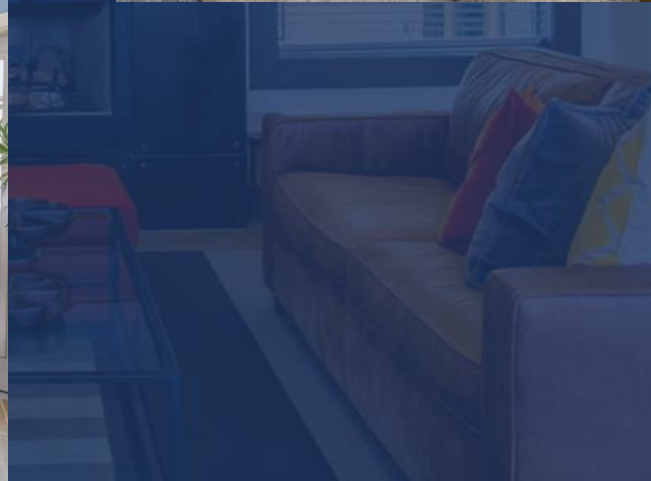
Our Interiors



INTER-FAITH**GROUP**



Our Interiors



INTER-FAITH**GROUP**



Our Residents



Health

Family

Youth

Neighborhood



Job

Career

Recreation

Social Services



At IFG, our people come first. Portfolio Resident Services, Inc. is a 501(c)3 non-profit organization whose mission is to provide quality living assistance to residents through select coaching and mentoring programs.



INTER-FAITHGROUP



Our Residents



Love

Kindness

Connection

Revitalization



Care

Seniors

Community

Personal Development



INTER-FAITH**GROUP**

INTER-FAITH**GROUP**

Contact



Texas Inter-Faith Housing Corporation
Russ Michaels, Executive Director
3701 Kirby Drive, Suite 860
Houston, Texas 77098
212-960-3913
rmichaels@interfaithgroup.org

Thank You!



SuperUrban Realty Ventures, LLC
Jervon Harris, Consultant
Houston, Texas
713-503-4477
jervonharris@yahoo.com





City Council Meeting

Date: February 6, 2024

Agenda Item: 6.B.

PRESENTER: Larissa Philpot-Brown, Economic Development Director

ITEM/SUBJECT: ii. Project Name: Elm Grove Apartments, Project Location: N University, TDHCA Application Number: 24156. (Economic Development Director)

SUMMARY/BACKGROUND: The developers representing this application will provide further information at the meeting. Attached you will find a map of the proposed location as well as the development information received by staff as of February 1, 2024.

FINANCIAL:

No financial impact associated with this item

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

Neighborhood Revitalization and Attainable Housing

CITY CONTACT: Larissa Philpot-Brown, AICP
lphilpot@nedco.org
(936) 559-1255

ATTACHMENTS:

1. Elm Grove Apartments 1-4-24
2. Elm Grove Site
3. N University Self Score



JCM VENTURES

Nacogdoches, TX

Elm Grove Apartments



913-638-2500

jake@jcm.ventures

www.jcm.ventures

ABOUT US

Jake has 15+ years of real estate development experience. Prior to forming JCM Ventures, Jake was a financial advisor and investment banker with Merrill Lynch. Today, he focuses on site/building selection, financial structures, and construction. As the developer and owner, Jake has personally overseen the successful development of 32 properties, in six states, totaling over 1,700 units, with a total development cost of over \$350,000,000. In addition to real estate development, he is also the managing principal of Benchmark Mechanical and Streamline Construction. He has a Business Finance degree from Kansas State University and is actively involved in numerous charities through The Mooney Family Foundation, which is focused on enhancing the lives of children in the communities we develop in. Jake lives in the Leawood, KS with his family.

Texas Properties

Metro Tower – Lubbock, TX

Laguna Lofts – Cisco, TX

Canyon Senior Apartments – Canyon, TX

Conrad Lofts – Plainview, TX

Clyde Ranch Apartments – Clyde, TX

Farmhouse Apartments – Slaton, TX

Live-Make – Austin, TX

Brownsville Lofts – Brownsville, TX

Price Lofts – Brownsville, TX

Alton Gloor Apartments – Brownsville, TX

Baxter Lofts – Harlingen, TX

Wichita Falls Lofts – Wichita Falls, TX

Other Properties

Fireside Apartments – Winter Park, CO

Rock Ridge – Branson, MO

Stone Ridge Senior – Kimberling City, MO

Sycamore Springs Apartments – Hollister, MO

Aldridge Apartments – McAlister, OK

Timber Creek – Muskogee, OK

Will Rodgers – Claremore, OK

Berryhill Lofts – Sapulpa, OK

Dale Apartments – Guymon, OK

Maple Ridge Senior – Bonner Springs, KS

Flint Creek Homes – El Dorado, KS

Meadowbrook Homes – Clay Center, KS

Parrish Lofts – Pratt, KS

*All Properties were developed and are currently owned by Jake Mooney



BRIAN WILDSCHUETZ

brianw@streamline.build

913-951-6544

8+
years building multifamily
1,000+
units built
\$100MM+
in revenue



With more than 15 years of industry experience, Brian is known for his reliability and for ensuring project success. He leads Streamline as the President and is involved in every aspect of each project. Every position at Streamline is filled with committed professionals that are willing and able to work on every aspect of the project. From ownership to each superintendent, there is open and clear communication that allows for efficient decision making that produces a final product that everyone will be proud of for decades.

RECENT DEVELOPMENTS

- Live-Make Apartments – Austin, TX
- Canyon Lofts – Canyon, TX
- Fireside Apartments – Winter Park, CO
- The Venue of the Good Ranch – Raymore, MO
- Stone Ridge Apartments – Kimberling City, MO
- Canyon Creek Apartments – Lenexa, KS
(Starting Winter 2023)



**CARI EISENHAUER,
EXECUTIVE DIRECTOR**

ceisenhauer@managevalhalla.com

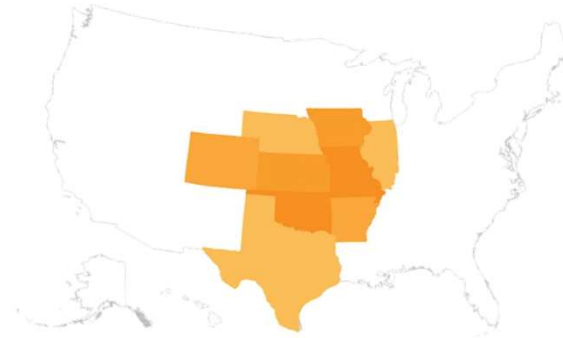
www.managecalhalla.com

417-569-5959

Housing is our passion and comes with our commitment to provide quality, affordable, opportunities, for both seniors and families.

We honor that commitment by working closely with the communities in which we build. We are only limited by opportunity; never by location, project type, or creativity to realize and fulfill a need when it comes to housing.

By involving community organizations and services providers, we have the ability to bring change to families at the same time and offering them a new place to live.

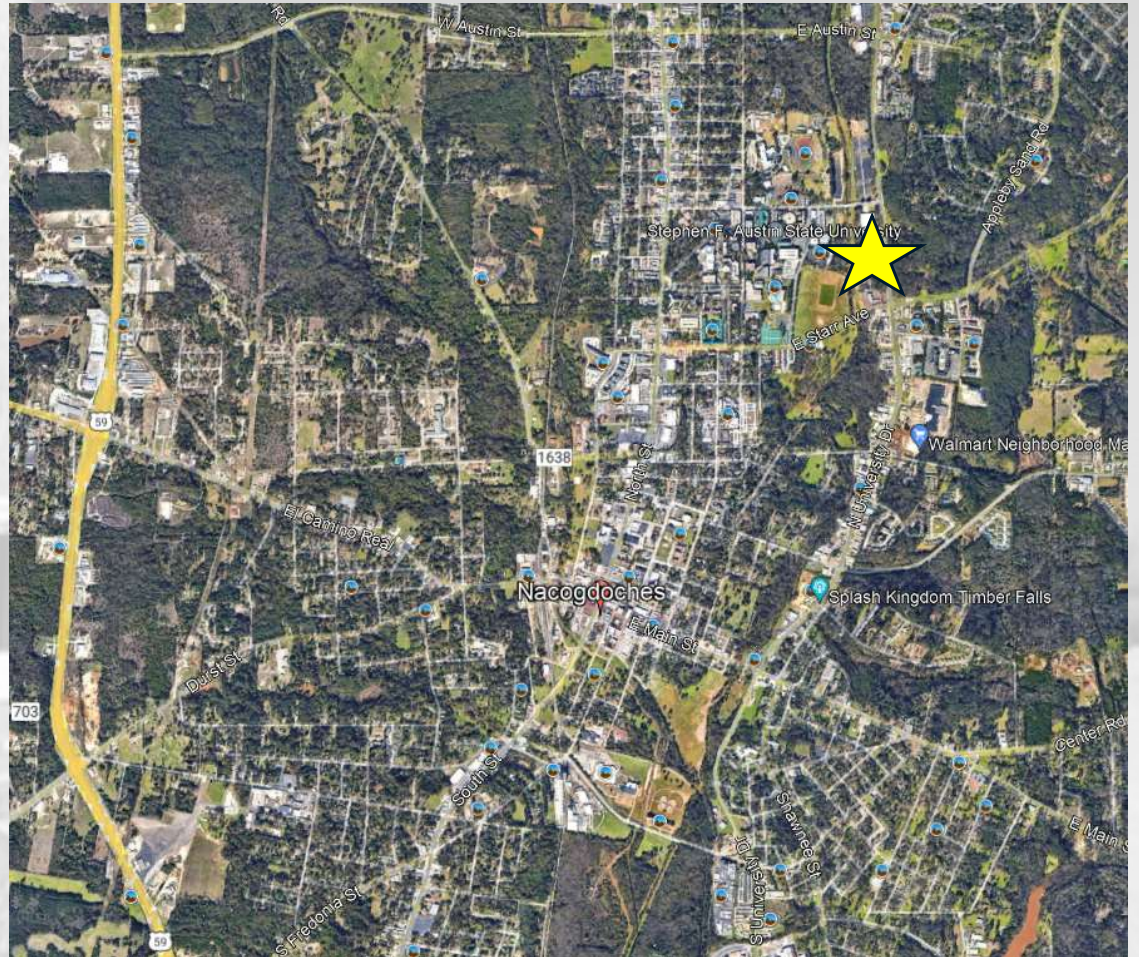


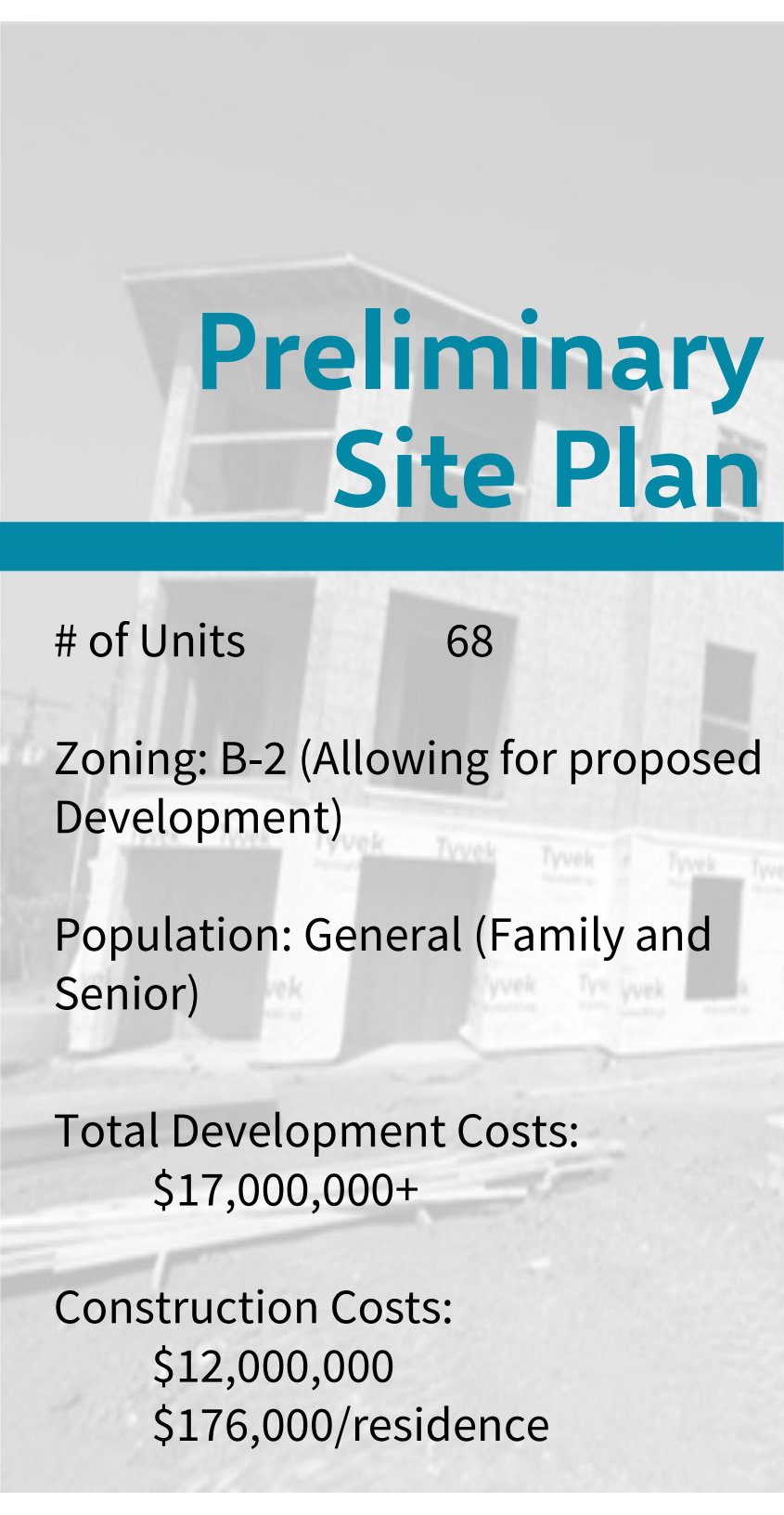
**MANAGED LIKE WE OWN THE
PROPERTY...BECAUSE WE DO!**

**VALHALLA MANAGEMENT ONLY
MANAGES PROPERTIES FOR THE
OWNERS OF THE MANAGEMENT
COMPANY. WE ARE LONG-TERM
OWNERS THAT ALWAYS PUT
REPUTATIONS AHEAD OF RETURNS.**

MANAGEMENT

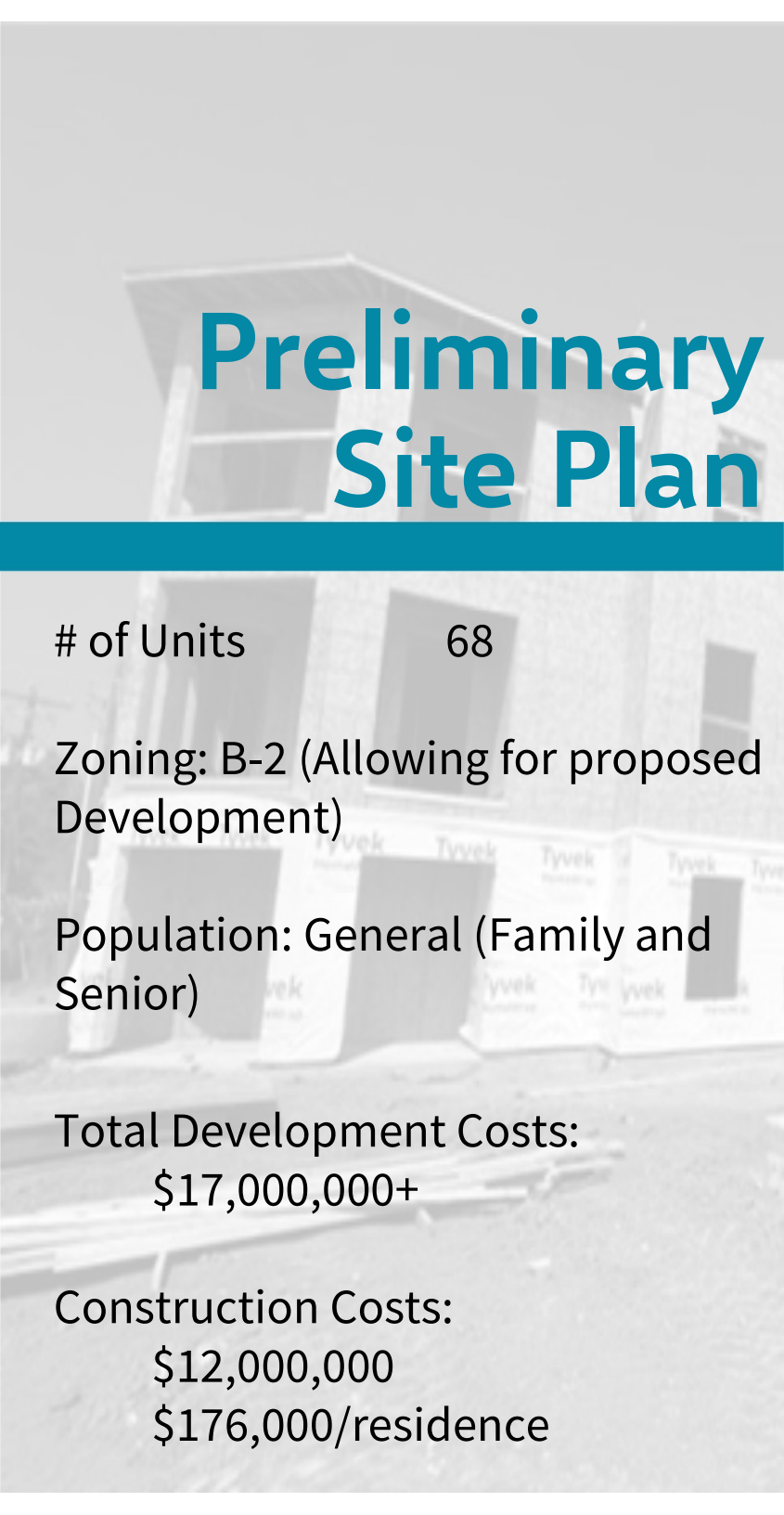
Location





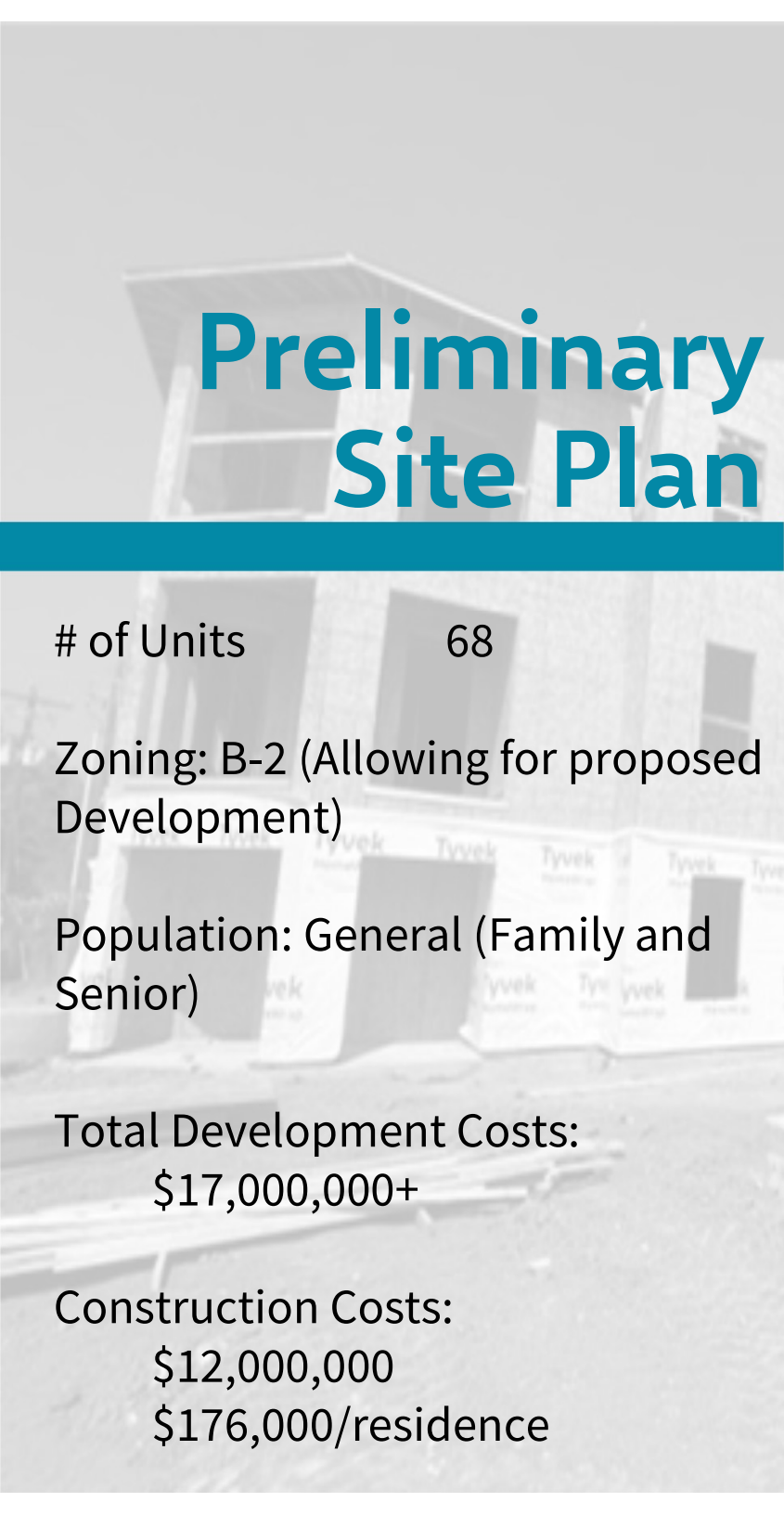
Preliminary Site Plan

# of Units	68
Zoning: B-2 (Allowing for proposed Development)	
Population: General (Family and Senior)	
Total Development Costs:	
\$17,000,000+	
Construction Costs:	
\$12,000,000	
\$176,000/residence	



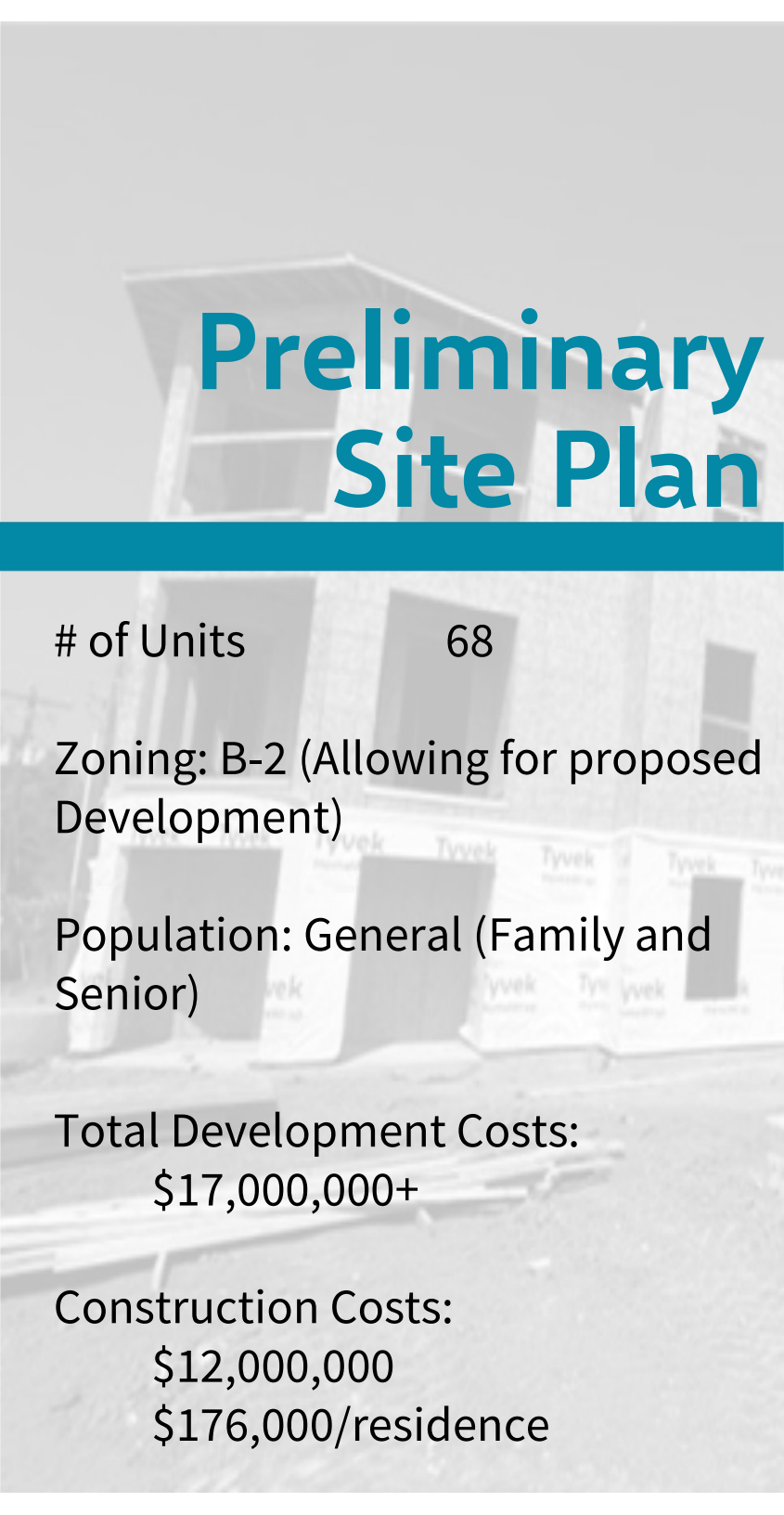
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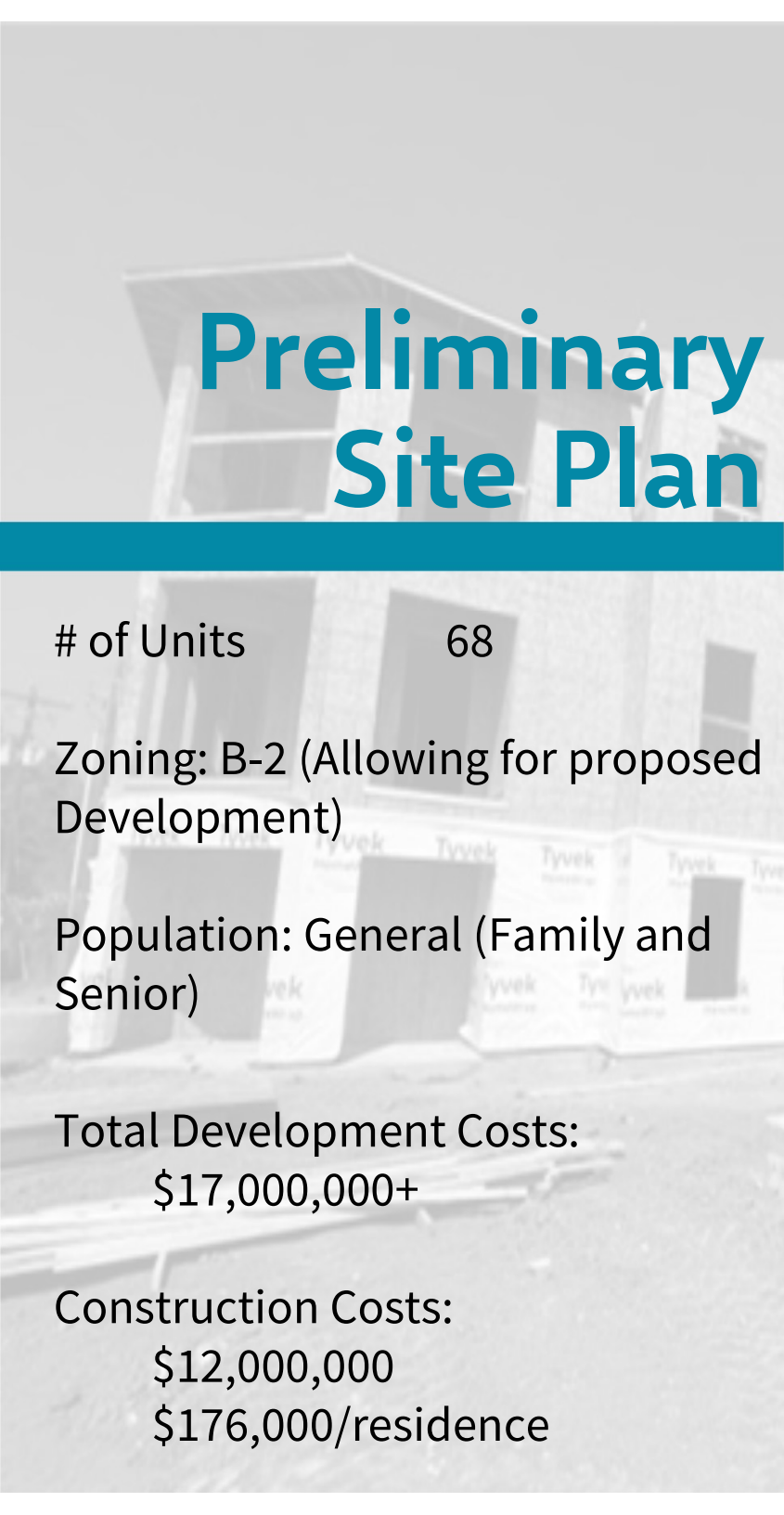
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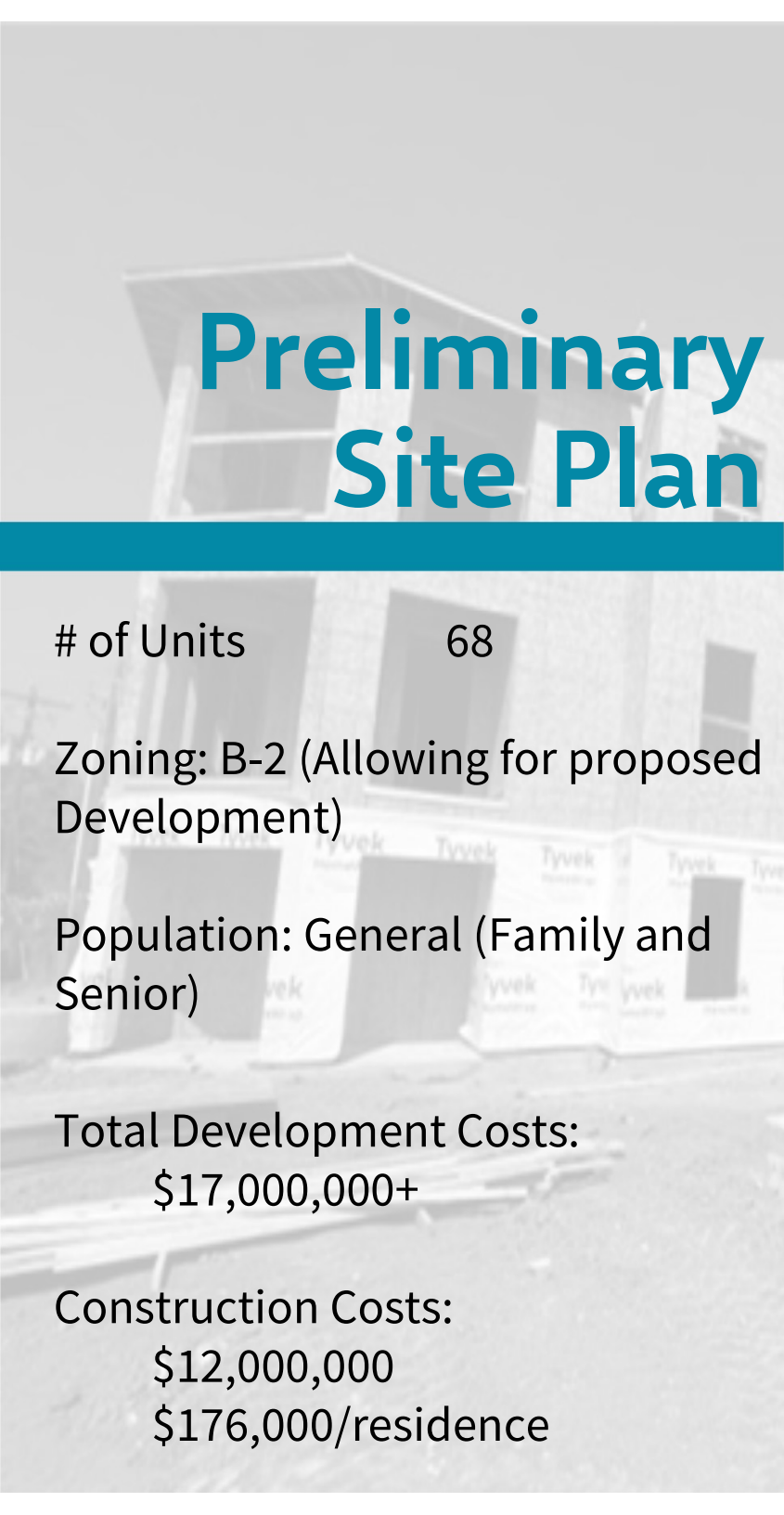
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Preliminary Site Plan

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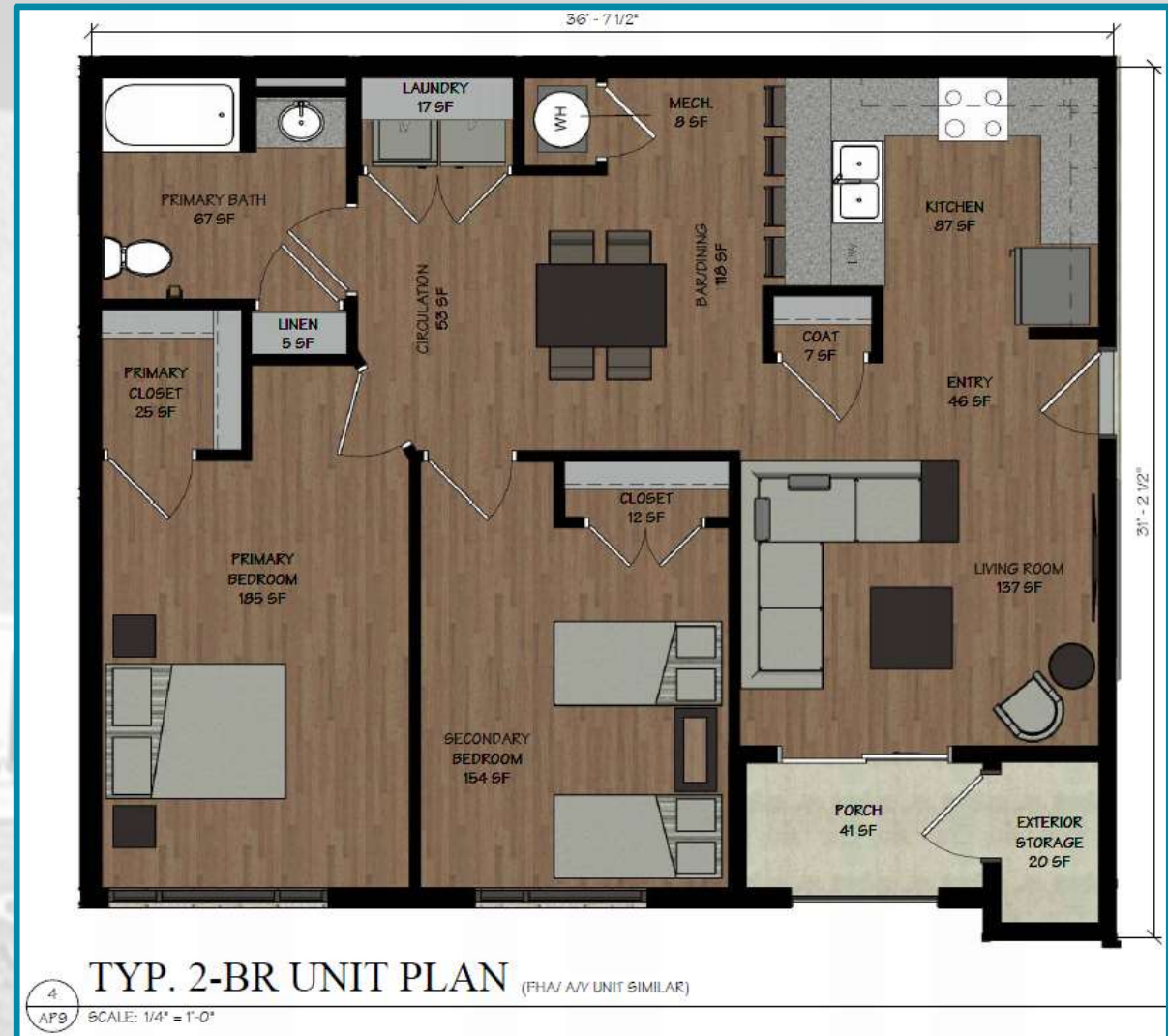
1-Bedroom Unit Plans

of Units 12
Size 828 SF
Rent \$733 (Estimated)



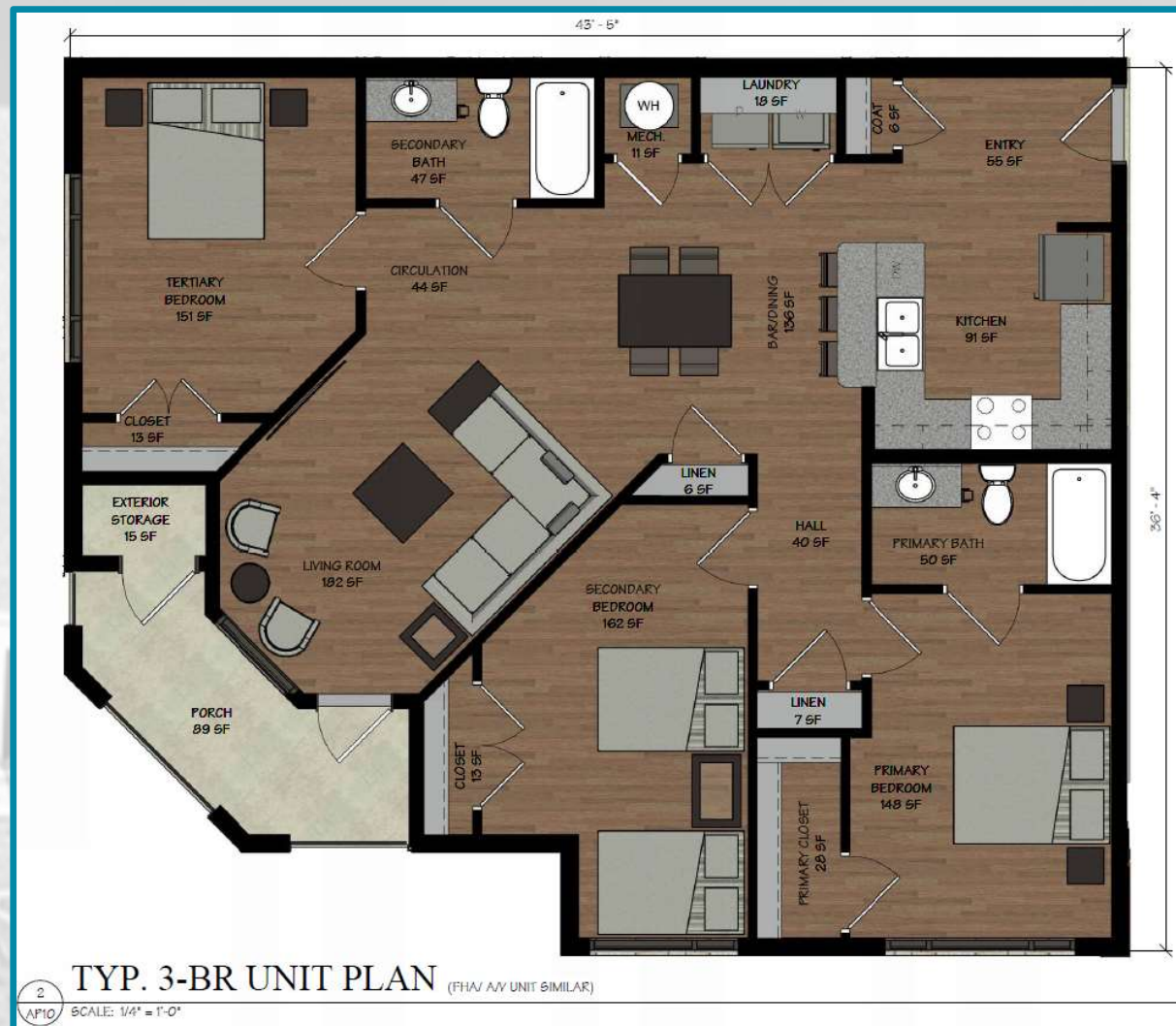
2-Bedroom Unit Plans

of Units 36
Size 1,103 SF
Rent \$880 (Estimated)



3-Bedroom Unit Plans

of Units 20
Size 1,465 SF
Rent \$1,014 (Estimated)





Exterior/Amenity Photos



Interior Photos

Development Summary

Number of Residences = 68 Total Apartments

12 – One Bedrooms

36 – Two Bedrooms

20 – Three Bedrooms

10% - 30% AMI units

20% - 50% AMI units

50% - 60% AMI units

20% - 80% AMI units

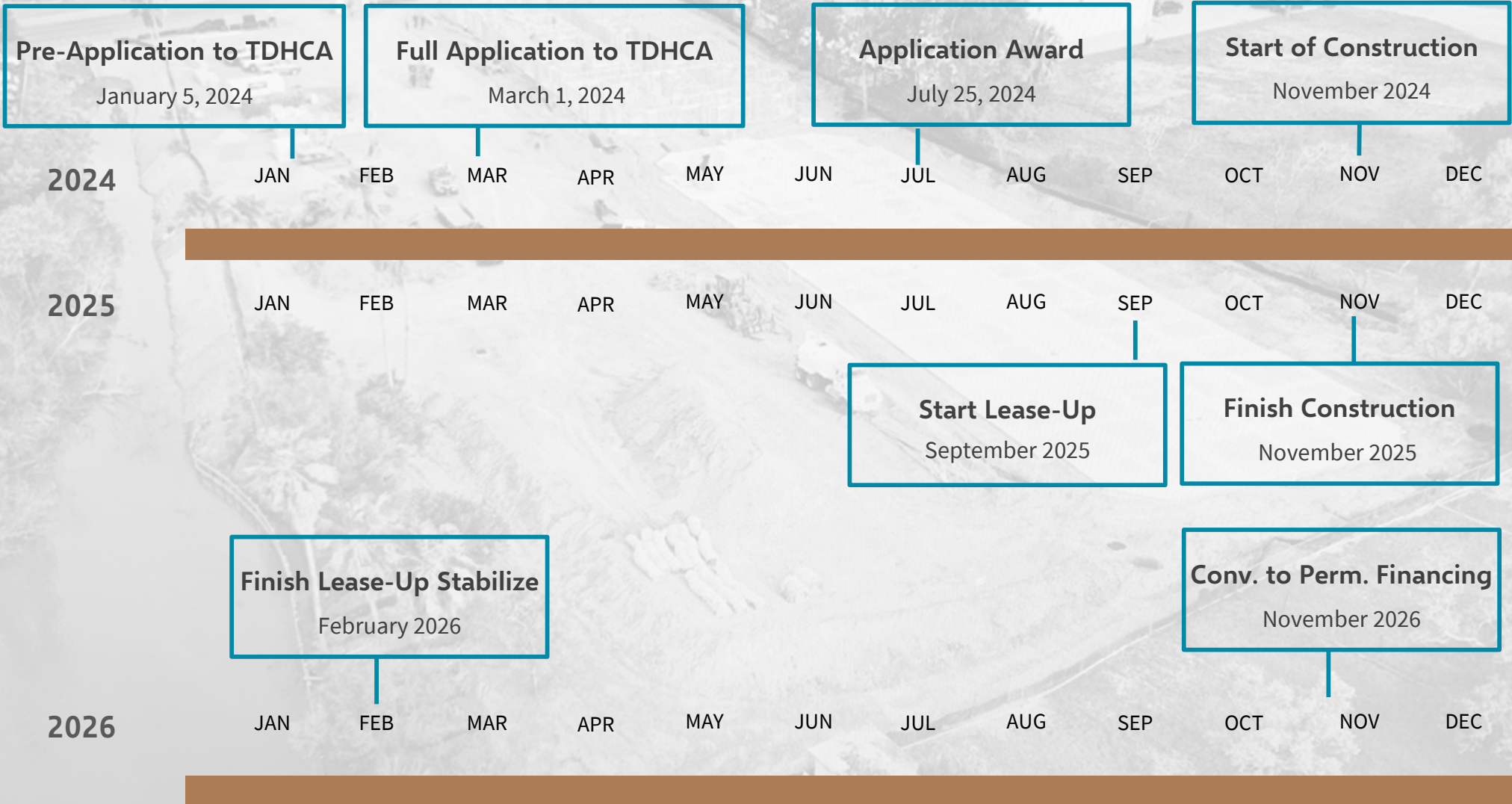
INCOME LIMITS

AMFI %	Number of Household Members				
	1	2	3	4	5
30	\$ 15,300	\$ 17,490	\$ 19,680	\$ 21,840	\$ 23,610
50	\$ 25,500	\$ 29,150	\$ 32,800	\$ 36,400	\$ 39,350
60	\$ 30,600	\$ 34,980	\$ 39,360	\$ 43,680	\$ 47,220
80	\$ 40,800	\$ 46,640	\$ 52,480	\$ 58,240	\$ 62,960

RENT LIMITS

AMI %			
	1	2	3
30	\$409	\$492	\$568
50	\$683	\$820	\$946
60	\$819	\$984	\$1,136
80	\$1,093	\$1,312	\$1,515

Development Timeline



Request

1. Resolution of Support
2. Two Time Resolution
(Can be combined with the Support Resolution)
3. \$250 Fee Waiver or funding commitment

NO Tax Abatement, Utility Extensions or additional waivers will be requested



Criteria Promoting Development of High Quality Housing		Final	
Point Item Description	QAP Reference	Points Selected	Totals
Unit Sizes		6	
Unit Features		9	
Sponsor Characteristics		2	
High Quality Housing Total			17
Criteria to Serve and Support Texans Most In Need			
Point Item Description			
Quantity of Low Income Units		2	
Income Levels of Tenants		15	
Rent Levels of Tenants		11	
Tenant Services		11	
Opportunity Index		7	
Underserved Area		5	
Tenant Populations with Special Needs & Homeless		3	
Proximity to Job Areas		4	
Readiness to Proceed		0	
Serve and Support Texans Most in Need Total			58
Criteria Promoting Community Support and Engagement			
Point Item Description			
Local Government Support		17	
Commitment of Development Funding by Local Political Subdivision		1	
Declared Disaster Area		10	
Quantifiable Community Participation		4	
Community Support from State Representative		8	
Input from Community Organizations		4	
Community Revitalization Plan		0	
Community Support and Engagement Total			44
Criteria Promoting the Efficient Use of Limited Resources and Applicant Accountability			
Point Item Description			
Financial Feasibility		26	
Cost of Development per Square Foot		12	
Pre-application Participation		6	
Leveraging of Private, State, and Federal Resources		3	
Extended Affordability		4	
Historic Preservation		0	
Right of First Refusal		1	
Funding Request Amount		1	
Point Deductions		0	
Efficient Use of Limited Resources and Applicant Accountability Total			53
Total Application Self Score			172



City Council Meeting

Date: February 6, 2024

Agenda Item: 6.B.

PRESENTER: Larissa Philpot-Brown, Economic Development Director

ITEM/SUBJECT: iii. Project Name: Ridgebrook Senior Village, Project Location: SEC N University and NE Stallings Dr, TDHCA Application Number: 24106. (Economic Development Director)

SUMMARY/BACKGROUND: The developers representing this application will provide further information at the meeting. Attached you will find a map of the proposed location as well as the development information received by staff as of February 1, 2024.

FINANCIAL:

No financial impact associated with this item

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

Neighborhood Revitalization and Attainable Housing

CITY CONTACT: Larissa Philpot-Brown, AICP
lphilpot@nedco.org
(936) 559-1255

ATTACHMENTS:

1. DEVELOPMENT SUMMARY - Ridgebrook Senior Village (2024) - v1
2. IFG - Brochure - 2023
3. Ridgebrook

SEC NE Stallings Dr & N University Dr

Nacogdoches, Texas

Ridgebrook Senior Village



[DISCLAIMER: all photos, numbers, units, calculations, and development concept/scope are subject to change. For informational purposes only.]

Up to 60 Total Units / Attainable Housing For Seniors

Serving Elderly Residents of Nacogdoches Aged 62+

Proposed 9% Housing Tax Credit Development
by CSH Ridgebrook Senior Village, Ltd.

SEC NE Stallings Dr & N University Dr

Nacogdoches, Texas

Ridgebrook Senior Village

OWNER / DEVELOPER

CSH Ridgebrook Senior Village , Ltd. – TEXAS

DEVELOPMENT SERVICES

Texas Inter-Faith Housing Corporation - TEXAS (501c3)

MANAGEMENT

Texas Inter-Faith Management Corporation - TEXAS (501c3)

RESIDENT SERVICES

Portfolio Resident Services, Inc. - TEXAS (501c3)

GENERAL CONTRACTOR

Nations Construction, Ltd. - TEXAS

ARCHITECT

Cross Architects , PLLC - TEXAS



Team

[DISCLAIMER: all photos, numbers, units, calculations, and development concept/scope are subject to change. For informational purposes only.]

SEC NE Stallings Dr & N University Dr

Nacogdoches, Texas

Ridgebrook Senior Village

CSH Ridgebrook Senior Village, Ltd. is proposing to secure an award of housing tax credits from TDHCA to develop an upscale and affordable rental community for seniors and retirees aged 62 and older, consisting of multi-story apartment buildings and a clubhouse with amenities for the elderly residents of Nacogdoches. Ridgebrook Senior Village is a senior independent living community.

Narrative



[DISCLAIMER: all photos, numbers, units, calculations, and development concept/scope are subject to change. For informational purposes only.]

SEC NE Stallings Dr & N University Dr

Nacogdoches, Texas

Ridgebrook Senior Village



Proposed amenities may include:

- Gated Community
- Fitness Center
- Business Center
- Pool
- Balconies
- Patios
- Resident Gardens
- Controlled Bldg Access
- On-Site Maintenance
- Spacious Walk-In Closets
- Trails / Green Space
- Washer & Dryer Connections
- Energy Efficient Appliances
- Premium Counter Tops
- Wood Plank Flooring
- Theater
- Wi-Fi
- Dog Park / Privacy Fence
- Barbeque & Picnic Areas
- Library



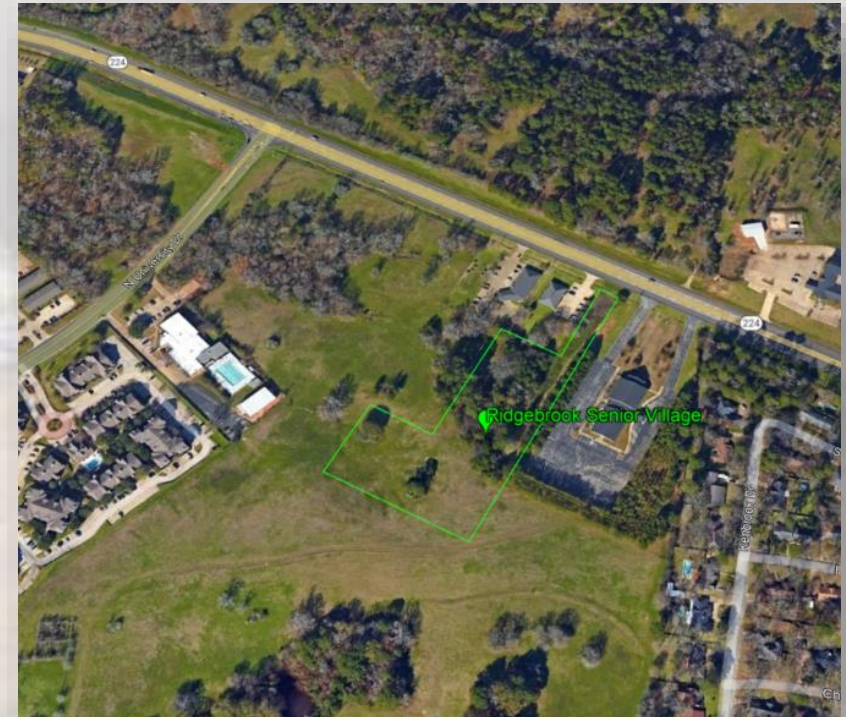
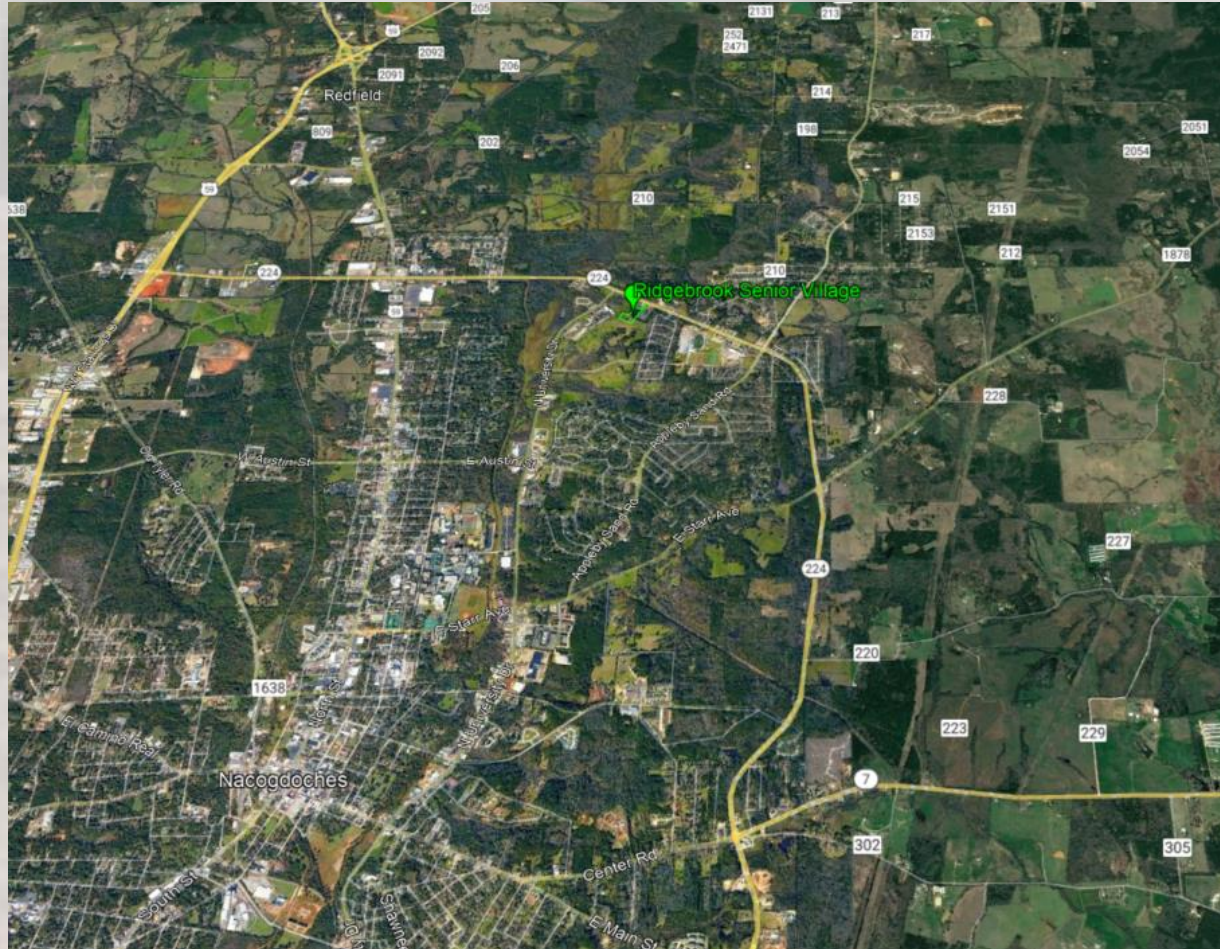
[DISCLAIMER: all photos, numbers, units, calculations, and development concept/scope are subject to change. For informational purposes only.]

SEC NE Stallings Dr & N University Dr

Nacogdoches, Texas

Ridgebrook Senior Village

Location





SAMPLE OF SERVICES SENIOR PROPERTIES

***all programming is customized to resident & management feedback*



Adult Development

- GNP Women's Group
- Financial Planning
- Legal Assistance
- Abuse Awareness
- Counseling & Crisis Support
- Identity Theft & Fraud Prevention
- Self Defense Education
- Credit Counseling
- Computer Training
- Character & Leadership
- Personal Growth
- Income Tax Preparation Help

Health & Nutrition

- Chair Volleyball
- Yoga
- Nutrition Education
- Prevention Education
- Cooking Classes
- Fitness Classes
- Walk & Talk Club
- Health Fairs
- Health Screening
- Immunization Program
- Physician Referrals
- Recipe Exchange



Neighborhood Development

- New Resident Tours
- Resident Council
- Fire Safety
- Community/Patio Gardening
- Volunteer Opportunities

Recreational Activities

- Happy Hour
- Brunch
- Wine & Cheese Tasting
- Travel Planning
- Paint & Sip Classes
- BINGO
- Arts & Crafts Maker Club
- Karaoke
- Cards, Puzzles & Board Games
- Social Events
- Monthly Birthday Celebration
- Seasonal Activities
- Creative Writing Workshop
- Community Potluck
- Meet & Greet
- Ice Cream Social
- Book Club
- Knitting Group
- Dancing Events
- Pen Pal Program



SEC NE Stallings Dr & N University Dr

Nacogdoches, Texas

Units:

Value of Housing Credits:

Total Development Cost:

Up to 60 Units (conceptual)

\$12M+ (Tax Credit Allocation -- \$1.2M to \$1.7M)

\$16M+

Anticipated Project Schedule:



Jan 5, 2024

Mar 1, 2024

Aug 1, 2024

Mar 1, 2025

May 1, 2026

Oct 1, 2026

/ HTC Pre-Application

/ HTC Application

/ HTC Award

/ Construction Start

/ Lease-up Begins

/ Construction Complete

Ridgebrook Senior Village

Project Schedule

Nacogdoches Conceptual - Elderly				
Unit Mix and Income				
Unit Type	Targeted AMI %	# of Units	Avg. Unit SF	Avg. Rent
OBD/0ba				
OBD/0ba				
1BD/1ba	30%	0	600	327
1BD/1ba	50%	0	600	601
1BD/1ba	60%	0	600	737
1BD/1ba	80%	0	600	1,011
1BD/1ba	30%	4	600	327
1BD/1ba	50%	10	600	601
1BD/1ba	60%	40	600	737
1BD/1ba	70%	0	600	874
2BD/2ba	30%	2	850	381
2BD/2ba	50%	2	850	709
2BD/2ba	60%	2	850	873
2BD/2ba	70%	0	850	1,037

[DISCLAIMER: all photos, numbers, units, calculations, and development concept/scope are subject to change. For informational purposes only.]

Contact



CSH Ridgebrook Senior Village, Ltd.

Development Services

Texas Inter-Faith Housing Corporation

Russ Michaels, its Executive Director

212-960-3913

rmichaels@interfaithgroup.org

[DISCLAIMER: all photos, numbers, units, calculations, and development concept/scope are subject to change. For informational purposes only.]

INTER-FAITH**GROUP**



Communities

&

Purpose



The Inter-Faith Group (IFG) develops high quality attainable housing and provides life-changing resident services to the families, individuals and elders in its communities. Our 501(c)3 non-profit mission is to create purposeful housing that is affordable for the seniors, veterans, workforce and children of the world.

Community
Development
Resident Services
Management
Relationship



INTER-FAITH**GROUP**

Our Mission



"Home is more than a floor plan ... it's an environment that's shaped by people regardless of economics; and by promoting the idea of 'community', we initiate transformation on a broad scale."

- JOT Couch / Founder Portfolio Resident Services



Truth

Equity

Stewardship

Integrity

Loyalty

Virtue

Trust



Russ Michaels / Executive Director
Texas Inter-Faith Housing Corporation
[Inter-Faith Group / Development](#)



Eleanor Fanning / Executive Director
Portfolio Resident Services, Inc.
[Inter-Faith Group / Resident Services](#)



Marie Compton / Executive Director
Texas Inter-Faith Management
[Inter-Faith Group / Management](#)



Jervon Harris / Consultant
SuperUrban Realty Ventures, LLC
[Inter-Faith Group / Development & Engineering](#)



Jennifer Bartlett / Development Director
Texas Inter-Faith Housing Corporation
[Inter-Faith Group / Development & Finance](#)

INTER-FAITH**GROUP**

Our Team





300+ new units
under construction annually

170,000+
served with resident services

3,000+ units
under management

28+
developments

INTER-FAITH**GROUP**

Our Experience

\$millions +
spent on furthering IFG mission





Our Relationships



Providing quality multifamily housing and resident services requires a vast network of third-party experts and professionals who deliver the highest standards in architecture, law, construction, finance and charity. That is why the Inter-Faith Group prides itself on teamwork and engaging companies and organizations that are committed to positively impacting people, neighborhoods, and communities.



The IFG consultants and developers have over fifty years of combined multifamily development experience. The following list represents past consultant or developer participation, collaborating with some of the best in the multifamily industry.

INTER-FAITHGROUP

Our Consultants & Developers

- Artistry at Craig Ranch (McKinney, TX) – new constructions, 163 units
- Artistry at Edgestone (Frisco, TX) – new constructions, 188 units
- Gala at Oak Crest Estates (Euless, TX) – new constructions, 120 units
- Gala at Four Corners (Houston, TX) – new constructions, 90 units
- Gala at Melissa (Melissa, TX) – new constructions, 93 units
- Gala at Texas Parkway (Missouri City, TX) – new constructions, 86 units
- Jubilee at Texas Parkway (Missouri City, TX) – new constructions, 82 units
- Ashford Parkside (Dunwoody, GA) - redevelopment, 151 units
- Ashford Landing (Dunwoody, GA) - redevelopment, 117 units
- Norman Berry (East Point, GA) - new construction, 119 units
- Princeton Court (College Park, GA) - new construction, 116 units
- HearthSide Towne Lake (Woodstock, GA) - redevelopment, 100 units
- HearthSide Johns Creek (Johns Creek, GA) - new construction, 90 units
- HearthSide Brookleigh (Brookhaven, GA) - redevelopment, 121 units
- HearthSide Peachtree City (Peachtree City, GA) - new construction, 96 units
- HearthSide Sugarloaf (Lawrenceville, GA) – new construction, 110 units
- MainStreet Winder (Winder, GA) - new construction, 64 units
- MainStreet Braselton (Braselton, GA) – new construction, 80 units
- Provision at Four Corners (Houston, TX) – new construction, 132 units
- Provision at West Bellfort (Houston, TX) – new construction, 116 units
- Provision at Melissa (Houston, TX) – new construction, 120 units
- Provision at North Valentine (Hurst, TX) – new construction, 96 units
- River View (Corpus Christi, TX) – new construction, 96 units
- Bella Vista (Alton, TX) - new construction, 120 units
- Riverstone (Corpus Christi, TX) - new construction, 60 units
- Wyndham Pointe (Columbia, SC) - new construction, 180 units
- Westchase Park (Fulton County, GA) - new construction, 224 units
- Vineyards Browns Mill (Atlanta, GA) - new construction, 210 units
- Brookside Park (Atlanta, GA) - new construction, 200 units
- Orchard Walk (Decatur, GA) - acquisition rehab, 204 units
- Lancaster Senior Village (Houston, TX) - new construction, 144 units
- Las Palomas (McAllen, TX) – new construction, 122 units
- Jackson Apartments (McAllen, TX) - new construction, 120 units
- San Juan Mission Villas for Seniors (San Antonio, TX) – new construction, 102 units
- South Rice Apartments (Houston, TX) - new construction, 115 units
- Willow Creek (Alvin, TX) – acquisition rehab, 128 units
- Taylor Senior Village (Mission, TX) – new construction, 112 units
- Patriot Park (Plano, TX) – new construction, 139 units
- Coastal Bend Crossing (Aransas Pass, TX) – new construction, 80 units
- Residences at Lake Waco for Seniors (Waco, TX) – new construction, 90 units
- Avenue at Sycamore Park (Fort Worth, TX) – new construction, 108 units
- Dian Street Villas (Houston, TX) – new construction, 108 units
- Taylor Farms (Dallas, TX) – new construction, 160 units
- Hillside West for Seniors (Dallas, TX) – new construction, 130 units
- Millennium (McKinney, TX) – new construction, 164 units
- Post Oak (McKinney, TX) – new construction, 182 units
- Tomball Senior Village (Tomball, TX) – new construction, 60 units
- Skyline at Cedar Crest (Dallas, TX) – new construction, 107 units
- Westheimer Garden Villas for Seniors (Houston, TX) – new construction, 85 units
- Siler Yard (Santa Fe, NM) – new construction, 65 units
- Oak Lofts Crossing for Seniors (Stafford, TX) – new construction, 60 units
- Lofts at Hartsook (Houston, TX) – new construction, 96 units
- Knoll Street Crossing (Houston, TX) – new construction, 65 units
- Park Boulevard Lofts (Houston, TX) – new construction, 66 units
- Avenue Heights (Killeen, TX) – new construction, 65 units

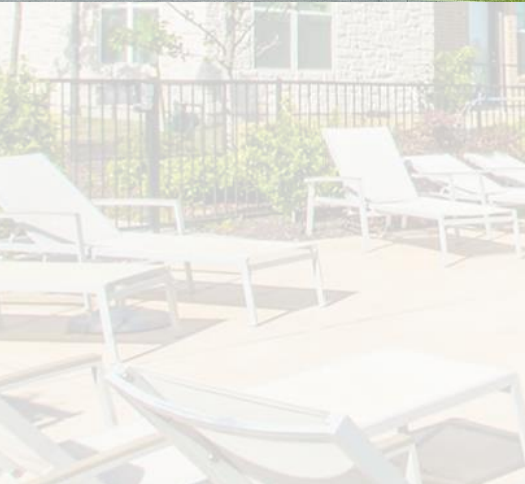
53+
developments



6,500+
units



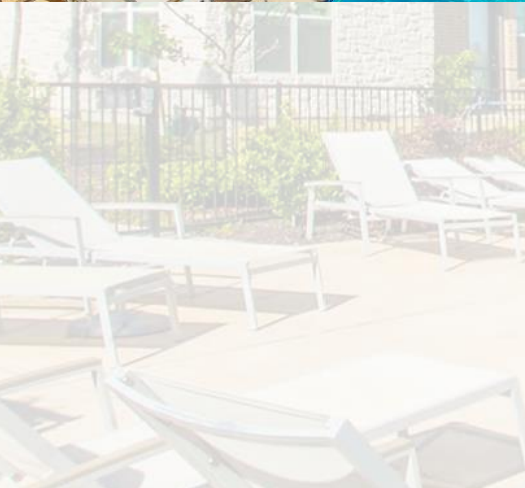
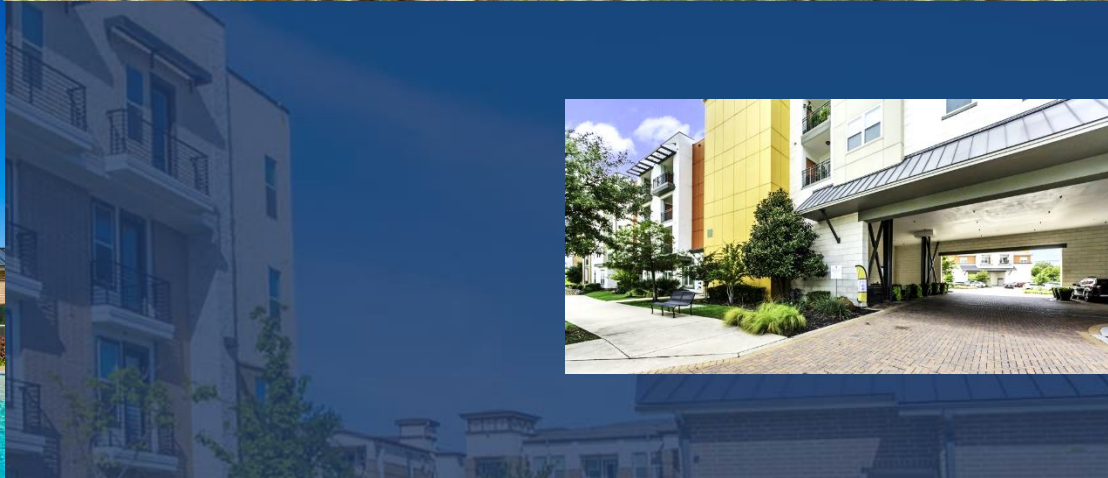
Our Exteriors



INTER-FAITH**GROUP**



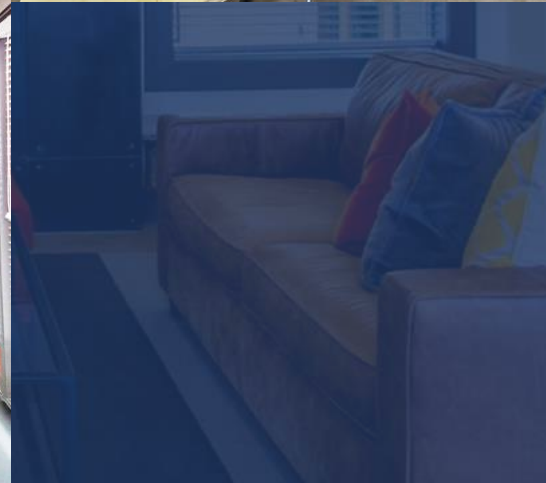
Our Exteriors



INTER-FAITH**GROUP**



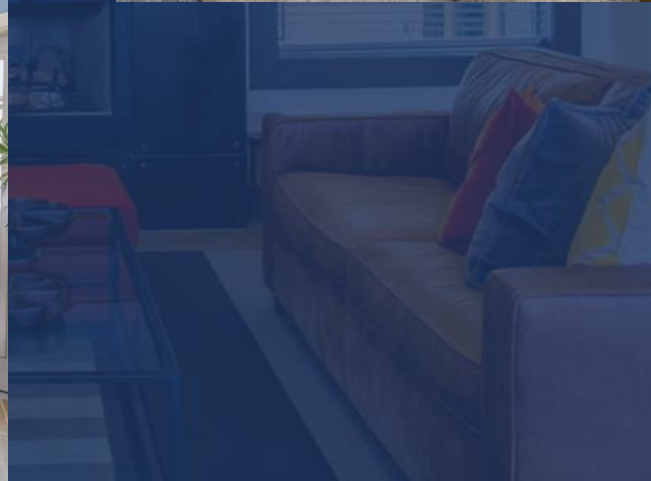
Our Interiors



INTER-FAITH**GROUP**



Our Interiors



INTER-FAITH**GROUP**



Our Residents



Health

Family

Youth

Neighborhood



Job

Career

Recreation

Social Services



At IFG, our people come first. Portfolio Resident Services, Inc. is a 501(c)3 non-profit organization whose mission is to provide quality living assistance to residents through select coaching and mentoring programs.



INTER-FAITH**GROUP**



Our Residents



Love

Kindness

Connection

Revitalization



Care

Seniors

Community

Personal Development



INTER-FAITHGROUP

INTER-FAITHGROUP

Contact



Texas Inter-Faith Housing Corporation
Russ Michaels, Executive Director
3701 Kirby Drive, Suite 860
Houston, Texas 77098
212-960-3913
rmichaels@interfaithgroup.org

Thank You!



SuperUrban Realty Ventures, LLC
Jervon Harris, Consultant
Houston, Texas
713-503-4477
jervonharris@yahoo.com





City Council Meeting

Date: February 6, 2024

Agenda Item: 6.B.

PRESENTER: Larissa Philpot-Brown, Economic Development Director

ITEM/SUBJECT: iv. Project Name: GardenWalk of Nacogdoches, Project Location: 3279 N. University Dr., TDHCA Application Number: 24254. (Economic Development Director)

SUMMARY/BACKGROUND: The developers representing this application will provide further information at the meeting. Attached you will find a map of the proposed location as well as the development information received by staff as of February 1, 2024.

FINANCIAL:

No financial impact associated with this item

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

Neighborhood Revitalization and Attainable Housing

CITY CONTACT: Larissa Philpot-Brown, AICP
lphilpot@nedco.org
(936) 559-1255

ATTACHMENTS:

1. GardenWalk Description
2. Garden Walk site
3. Garden Walk

GardenWalk of Nacogdoches

Located at Approximately 3279 N. University

Zoning: B-2

2024 QAP Self Score: 172

Units: 58

Target Population: General Family

Capital Investment: \$13,500,000

Assistance: Tax waivers, impact fee waivers, or tap fee waivers

Texas Portfolio: Belmont Development and Belmont Management has nearly twenty years of experience developing, owning, and managing property in several states but we own and have rehabbed the following properties in Texas:

GardenWalk of Keene

Keene, TX

GardenWalk of Madisonville

Madisonville, TX

GardenWalk of Somerville

Somerville, TX

GardenWalk of Plano

Plano, TX

SavannahPark of Crosbyton

Crosbyton, TX

GardenWalk of Alvarado

Alvarado, TX

GardenWalk of LSW

Schulenburg, TX

GardenWalk of ALK,

Abernathy, TX

GardenWalk of Farmersville

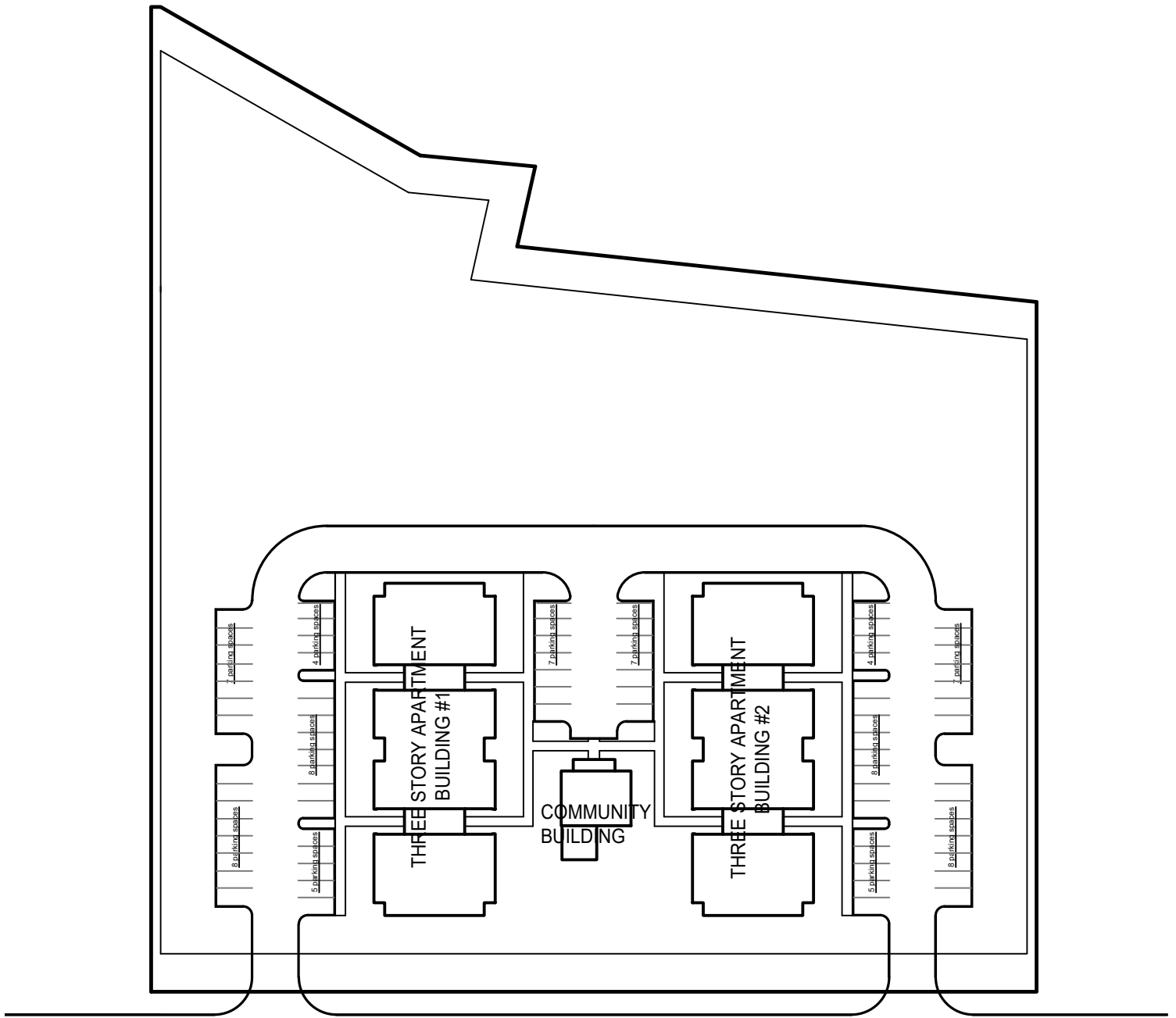
Farmersville, TX

Lakeridge Villas

Ennis, TX

Woodland Estates

Sweeney, TX



N. UNIVERSITY

48 UNIT APARTMENT COMPLEX SITE PLAN

SCALE: N.T.S.



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GardenWalk of Nacogdoches

3279 N. UNIVERSITY

NACOGDOCHES, TX

PROJECT No:

DATE: 09.22.2023

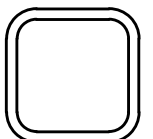
REVISED:



BLACKLEDGE & ASSOCIATES ARCHITECT

7416 N. BROADWAY EXTENSION, OKLAHOMA CITY, OKLAHOMA 73116 (405) 848-2855 (405) 848-2862 fax

LARRY K. BLACKLEDGE
ARCHITECT





NORMA ST

MARONEY DR

KENBROOK DR

BOSTWICK ST

SARAH ANNE ST

E PARKER RD

N UNIVERSITY DR

MILLARD DR

MILLARD DR

MR HENRYS DR

MILLARD DR

BRYAN ST

E AUSTIN ST

CO CHINA DR

CHURCHILL DR

COLONIAL DR

SHELTON DR

MCKEWEN DR

WILLIAMSHURG DR

HUNTINGTON CIR

CANTERBURY DR

VICTORIA DR

WARWICK LN

MADISON LN



City Council Meeting

Date: February 6, 2024

Agenda Item: 6.C.

PRESENTER: Larissa Philpot-Brown, Economic Development Director

ITEM/SUBJECT: Discuss and consider resolutions of support, no-opposition, or denial for developers applying for Texas Department of Housing and Community Affairs 2022 Competitive 9% Low-Income Housing Housing Tax Credit Program (LIHTC).

SUMMARY/BACKGROUND: Consider resolutions of support, opposition, or no opposition.

FINANCIAL:

No financial impact associated with this item

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

Neighborhood Revitalization and Attainable Housing

CITY CONTACT: Larissa Philpot-Brown, AICP
936-559-1255
lphilpot@nedco.org

ATTACHMENTS:



City Council Meeting

Date: February 6, 2024

Agenda Item: 6.C.

PRESENTER: Larissa Philpot-Brown, Economic Development Director

ITEM/SUBJECT: i. Project Name: Pine Creek Senior Village, Project Location: SEC N University Dr. and E. Main Street., TDHCA Application Number: 24115. (Economic Development Director)

SUMMARY/BACKGROUND: City Council may choose to adopt a resolution in support, no objection, objection, or take no action.

FINANCIAL:

No financial impact associated with this item

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

Neighborhood Revitalization and Attainable Housing

CITY CONTACT: Larissa Philpot-Brown, AICP
936-559-1255
lphilpot@nedco.org

ATTACHMENTS:

1. Resolution Pine Creek Senior Village LIHTC Support
2. Resolution Pine Creek Senior Village LIHTC No Objection
3. Resolution Pine Creek Senior Village LIHTC Objection

**CITY OF NACOGDOCHES, TEXAS
RESOLUTION NO.**

A RESOLUTION OF THE CITY OF NACOGDOCHES IN SUPPORT OF THE PROPOSED 9% HOUSING TAX CREDIT FOR A DEVELOPMENT KNOWN AS PINE CREEK SENIOR VILLAGE TO BE DEVELOPED BY CSH PINE CREEK SENIOR VILLAGE, LTD.

WHEREAS, CSH Pine Creek Senior Village, Ltd has proposed a development for affordable rental housing at approximately the southeast corner of Southeast Stallings Drive and East Main Street named Pine Creek Senior Village in the City of Nacogdoches, Nacogdoches County; and

WHEREAS, CSH Pine Creek Senior Village, Ltd has communicated that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2024 Competitive 9% Housing Tax Credits for Pine Creek Senior Village.

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

1. The City of Nacogdoches, acting through its governing body, hereby confirms that it supports the proposed Pine Creek Senior Village located at approximately the southeast corner of Southeast Stallings Drive and East Main Street and that this formal action has been taken to put on record the opinion expressed by the City of Nacogdoches on February 6, 2023, and
2. The City of Nacogdoches, acting through its governing body, hereby confirms that, upon successful award of 2024 Competitive 9% Housing Tax Credits, the city commits to providing reduced fees that equal a minimum of \$250 for the benefit of CSH Pine Creek Senior Village, Ltd; and
3. As provided for in 10 TAC §11.3(c) of the Qualified Allocation Plan, it is expressly acknowledged and confirmed that the City of Nacogdoches has more than twice the state average of units per capita supported by Housing Tax Credits or Private Activity Bonds; and
4. The City of Nacogdoches hereby confirms that its governing body has voted specifically to approve the construction of the Development and to authorize an allocation of Housing Tax Credits for the Development pursuant to Tex. Gov't Code §2306.6703(a)(4); and
5. For and on behalf of the Governing Body, Rhonda K. Lewis, Deputy City Secretary is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

PASSED AND APPROVED, this the 6th day of February, 2023, by a vote of ____ (ayes) to ____ (nays) of the City Council of the City of Nacogdoches, Texas.

CITY OF NACOGDOCHES

By: _____
RANDY JOHNSON, Mayor

ATTEST:

APPROVED AS TO FORM:

RHONDA K. LEWIS, Deputy City Secretary

Jerry Baker, City Attorney

**CITY OF NACOGDOCHES, TEXAS
RESOLUTION NO.**

A RESOLUTION OF THE CITY OF NACOGDOCHES DOCUMENTING NO OBJECTION TO BUT NO EXPRESS SUPPORT FOR THE PROPOSED 9% HOUSING TAX CREDIT FOR A DEVELOPMENT KNOWN AS PINE CREEK SENIOR VILLAGE TO BE DEVELOPED BY CSH PINE CREEK SENIOR VILLAGE, LTD.

WHEREAS, CSH Pine Creek Senior Village, Ltd has proposed a development for affordable rental housing at approximately the southeast corner of Southeast Stallings Drive and East Main Street named Pine Creek Senior Village in the City of Nacogdoches, Nacogdoches County; and

WHEREAS, CSH Pine Creek Senior Village, Ltd has communicated that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2024 Competitive 9% Housing Tax Credits for Pine Creek Senior Village.

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

1. The City of Nacogdoches, acting through its governing body, hereby confirms that it has no objection to but no express support for the proposed Pine Creek Senior Village located at approximately the southeast corner of Southeast Stallings Drive and East Main Street and that this formal action has been taken to put on record the opinion expressed by the City of Nacogdoches on February 7, 2023, and
2. As provided for in 10 TAC §11.3(c) of the Qualified Allocation Plan, it is expressly acknowledged and confirmed that the City of Nacogdoches has more than twice the state average of units per capita supported by Housing Tax Credits or Private Activity Bonds; and
3. For and on behalf of the Governing Body, Rhonda K. Lewis, Deputy City Secretary is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

PASSED AND APPROVED, this the 6th day of February, 2024, by a vote of ____ (ayes) to ____ (nays) of the City Council of the City of Nacogdoches, Texas.

CITY OF NACOGDOCHES

By: _____
RANDY JOHNSON, Mayor

ATTEST:

APPROVED AS TO FORM:

RHONDA K. LEWIS, Deputy City Secretary

JERRY BAKER, City Attorney

**CITY OF NACOGDOCHES, TEXAS
RESOLUTION NO.**

A RESOLUTION OF THE CITY OF NACOGDOCHES OBJECTING TO THE PROPOSED 9% HOUSING TAX CREDIT FOR A DEVELOPMENT KNOWN AS PINE CREEK SENIOR VILLAGE TO BE DEVELOPED BY CSH PINE CREEK SENIOR VILLAGE, LTD.

WHEREAS, CSH Pine Creek Senior Village, Ltd has proposed a development for affordable rental housing at approximately the southeast corner of Southeast Stallings Drive and East Main Street named Pine Creek Senior Village in the City of Nacogdoches, Nacogdoches County; and

WHEREAS, CSH Pine Creek Senior Village, Ltd has communicated that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2024 Competitive 9% Housing Tax Credits for Pine Creek Senior Village.

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

1. The City of Nacogdoches, acting through its governing body, hereby confirms that it objects to the proposed Pine Creek Senior Village located at approximately the southeast corner of Southeast Stallings Drive and East Main Street and that this formal action has been taken to put on record the opinion expressed by the City of Nacogdoches on February 7, 2023, and
2. As provided for in 10 TAC §11.3(c) of the Qualified Allocation Plan, it is expressly acknowledged and confirmed that the City of Nacogdoches has more than twice the state average of units per capita supported by Housing Tax Credits or Private Activity Bonds; and
3. For and on behalf of the Governing Body, Rhonda K. Lewis, Deputy City Secretary is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

PASSED AND APPROVED, this the 6th day of February, 2024, by a vote of ____ (ayes) to ____ (nays) of the City Council of the City of Nacogdoches, Texas.

CITY OF NACOGDOCHES

By: _____
RANDY JOHNSON, Mayor

ATTEST:

APPROVED AS TO FORM:

RHONDA K. LEWIS, Deputy City Secretary

JERRY BAKER, City Attorney



City Council Meeting

Date: February 6, 2024

Agenda Item: 6.C.

PRESENTER: Larissa Philpot-Brown, Economic Development Director

ITEM/SUBJECT: ii. Project Name: Elm Grove Apartments, Project Location: N University, TDHCA Application Number: 24156. (Economic Development Director)

SUMMARY/BACKGROUND: City Council may choose to adopt a resolution in support, no objection, objection, or take no action.

FINANCIAL:

No financial impact associated with this item

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

Neighborhood Revitalization and Attainable Housing

CITY CONTACT: Larissa Philpot-Brown, AICP
936-559-1255
lphilpot@nedco.org

ATTACHMENTS:

1. Resolution Elm Grove Apartments LIHTC Support
2. Resolution Elm Grove Apartments LIHTC No Objection
3. Resolution Elm Grove Apartments LIHTC Objection

**CITY OF NACOGDOCHES, TEXAS
RESOLUTION NO.**

**A RESOLUTION OF THE CITY OF NACOGDOCHES IN SUPPORT OF THE
PROPOSED 9% HOUSING TAX CREDIT FOR A DEVELOPMENT KNOWN AS ELM
GROVE APARTMENTS TO BE DEVELOPED BY NACOGDOCHES TXHP LP.**

WHEREAS, Nacogdoches TXHP, LP has proposed a development for affordable rental housing on North University Drive west of Woodforest Blvd named Elm Grove Apartments in the City of Nacogdoches, Nacogdoches County; and

WHEREAS, Nacogdoches TXHP, LP has communicated that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2024 Competitive 9% Housing Tax Credits for Elm Grove Apartments.

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

1. The City of Nacogdoches, acting through its governing body, hereby confirms that it supports the proposed Elm Grove Apartments located on North University Drive west of Woodforest Blvd and that this formal action has been taken to put on record the opinion expressed by the City of Nacogdoches on February 6, 2023, and
2. The City of Nacogdoches, acting through its governing body, hereby confirms that, upon successful award of 2024 Competitive 9% Housing Tax Credits, the city commits to providing reduced fees that equal a minimum of \$250 for the benefit of Nacogdoches TXHP, LP; and
3. As provided for in 10 TAC §11.3(c) of the Qualified Allocation Plan, it is expressly acknowledged and confirmed that the City of Nacogdoches has more than twice the state average of units per capita supported by Housing Tax Credits or Private Activity Bonds; and
4. The City of Nacogdoches hereby confirms that its governing body has voted specifically to approve the construction of the Development and to authorize an allocation of Housing Tax Credits for the Development pursuant to Tex. Gov't Code §2306.6703(a)(4); and
5. For and on behalf of the Governing Body, Rhonda K. Lewis, Deputy City Secretary is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

PASSED AND APPROVED, this the 6th day of February, 2023, by a vote of ____ (ayes) to ____ (nays) of the City Council of the City of Nacogdoches, Texas.

CITY OF NACOGDOCHES

By: _____
RANDY JOHNSON, Mayor

ATTEST:

APPROVED AS TO FORM:

RHONDA K. LEWIS, Deputy City Secretary

Jerry Baker, City Attorney

**CITY OF NACOGDOCHES, TEXAS
RESOLUTION NO.**

A RESOLUTION OF THE CITY OF NACOGDOCHES DOCUMENTING NO OBJECTION TO BUT NO EXPRESS SUPPORT FOR THE PROPOSED 9% HOUSING TAX CREDIT FOR A DEVELOPMENT KNOWN AS GROVE APARTMENTS TO BE DEVELOPED BY NACOGDOCHES TXHP, LP.

WHEREAS, Nacogdoches TXHP, LP has proposed a development for affordable rental housing at North University Drive west of Woodforest Blvd named Elm Grove Apartments in the City of Nacogdoches, Nacogdoches County; and

WHEREAS, Nacogdoches TXHP, LP has communicated that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2024 Competitive 9% Housing Tax Credits for Elm Grove Apartments.

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

1. The City of Nacogdoches, acting through its governing body, hereby confirms that it has no objection to but no express support for the proposed Elm Grove Apartments located at North University Drive west of Woodforest Blvd and that this formal action has been taken to put on record the opinion expressed by the City of Nacogdoches on February 6, 2024, and
2. As provided for in 10 TAC §11.3(c) of the Qualified Allocation Plan, it is expressly acknowledged and confirmed that the City of Nacogdoches has more than twice the state average of units per capita supported by Housing Tax Credits or Private Activity Bonds; and
3. For and on behalf of the Governing Body, Rhonda Lewis, Deputy City Secretary is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

PASSED AND APPROVED, this the 6th day of February, 2024, by a vote of ____ (ayes) to ____ (nays) of the City Council of the City of Nacogdoches, Texas.

CITY OF NACOGDOCHES

By: _____
RANDY JOHNSON, Mayor

ATTEST:

APPROVED AS TO FORM:

RHONDA K. LEWIS, Deputy City Secretary

JERRY BAKER, City Attorney

**CITY OF NACOGDOCHES, TEXAS
RESOLUTION NO.**

**A RESOLUTION OF THE CITY OF NACOGDOCHES OBJECTING TO THE
PROPOSED 9% HOUSING TAX CREDIT FOR A DEVELOPMENT KNOWN AS
GROVE APARTMENTS TO BE DEVELOPED BY NACOGDOCHES TXHP, LP.**

WHEREAS, Nacogdoches TXHP, LP has proposed a development for affordable rental housing at North University Drive west of Woodforest Blvd named Elm Grove Apartments in the City of Nacogdoches, Nacogdoches County; and

WHEREAS, Nacogdoches TXHP, LP has communicated that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2024 Competitive 9% Housing Tax Credits for Elm Grove Apartments.

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

1. The City of Nacogdoches, acting through its governing body, hereby confirms that it objects to the proposed Elm Grove Apartments located at North University Drive west of Woodforest Blvd and that this formal action has been taken to put on record the opinion expressed by the City of Nacogdoches on February 6, 2024, and
2. As provided for in 10 TAC §11.3(c) of the Qualified Allocation Plan, it is expressly acknowledged and confirmed that the City of Nacogdoches has more than twice the state average of units per capita supported by Housing Tax Credits or Private Activity Bonds; and
3. For and on behalf of the Governing Body, Rhonda Lewis, Deputy City Secretary is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

PASSED AND APPROVED, this the 6th day of February, 2024, by a vote of ____ (ayes) to ____ (nays) of the City Council of the City of Nacogdoches, Texas.

CITY OF NACOGDOCHES

By: _____
RANDY JOHNSON, Mayor

ATTEST:

APPROVED AS TO FORM:

RHONDA K. LEWIS, Deputy City Secretary

JERRY BAKER, City Attorney



City Council Meeting

Date: February 6, 2024

Agenda Item: 6.C.

PRESENTER: Larissa Philpot-Brown, Economic Development Director

ITEM/SUBJECT: iii. Project Name: Ridgebrook Senior Village, Project Location: SEC N University and NE Stallings Dr, TDHCA Application Number: 24106. (Economic Development Director)

SUMMARY/BACKGROUND: City Council may choose to adopt a resolution in support, no objection, objection, or take no action.

FINANCIAL:

No financial impact associated with this item

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

Neighborhood Revitalization and Attainable Housing

CITY CONTACT: Larissa Philpot-Brown, AICP
936-559-1255
lphilpot@nedco.org

ATTACHMENTS:

1. Resolution Ridgebrook Senior Village LIHTC Support
2. Resolution Ridgebrook Senior Village LIHTC No Objection
3. Resolution Ridgebrook Senior Village LIHTC Object

**CITY OF NACOGDOCHES, TEXAS
RESOLUTION NO.**

A RESOLUTION OF THE CITY OF NACOGDOCHES IN SUPPORT OF THE PROPOSED 9% HOUSING TAX CREDIT FOR A DEVELOPMENT KNOWN AS RIDGEBROOK SENIOR VILLAGE TO BE DEVELOPED BY CSH RIDGEBROOK SENIOR VILLAGE, LTD.

WHEREAS, Ridgebrook Senior Village, Ltd has proposed a development for affordable rental housing at approximately the southeast corner of North University Drive and Northeast Stallings Drive named Ridgebrook Senior Village in the City of Nacogdoches, Nacogdoches County; and

WHEREAS, CSH Ridgebrook Senior Village, Ltd has communicated that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2024 Competitive 9% Housing Tax Credits for Ridgebrook Senior Village.

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

1. The City of Nacogdoches, acting through its governing body, hereby confirms that it supports the proposed Ridgebrook Senior Village located at approximately the southeast corner of North University Drive and Northeast Stallings Drive and that this formal action has been taken to put on record the opinion expressed by the City of Nacogdoches on February 6, 2023, and
2. The City of Nacogdoches, acting through its governing body, hereby confirms that, upon successful award of 2024 Competitive 9% Housing Tax Credits, the city commits to providing reduced fees that equals a minimum of \$250 for the benefit of CSH Ridgebrook Senior Village, Ltd; and
3. As provided for in 10 TAC §11.3(c) of the Qualified Allocation Plan, it is expressly acknowledged and confirmed that the City of Nacogdoches has more than twice the state average of units per capita supported by Housing Tax Credits or Private Activity Bonds; and
4. The City of Nacogdoches hereby confirms that its governing body has voted specifically to approve the construction of the Development and to authorize an allocation of Housing Tax Credits for the Development pursuant to Tex. Gov't Code §2306.6703(a)(4); and
5. For and on behalf of the Governing Body, Rhonda K. Lewis, Deputy City Secretary is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

PASSED AND APPROVED, this the 6th day of February, 2023, by a vote of ____ (ayes) to ____ (nays) of the City Council of the City of Nacogdoches, Texas.

CITY OF NACOGDOCHES

By: _____
RANDY JOHNSON, Mayor

ATTEST:

APPROVED AS TO FORM:

RHONDA K. LEWIS, Deputy City Secretary

Jerry Baker, City Attorney

**CITY OF NACOGDOCHES, TEXAS
RESOLUTION NO.**

A RESOLUTION OF THE CITY OF NACOGDOCHES DOCUMENTING NO OBJECTION TO BUT NO EXPRESS SUPPORT FOR THE PROPOSED 9% HOUSING TAX CREDIT FOR A DEVELOPMENT KNOWN AS RIDGEBROOK SENIOR VILLAGE TO BE DEVELOPED BY CSH RIDGEBROOK SENIOR VILLAGE, LTD.

WHEREAS, CSH Ridgebrook Senior Village, Ltd has proposed a development for affordable rental housing at approximately the southeast corner of North University Drive and Northeast Stallings Drive named Ridgebrook Senior Village in the City of Nacogdoches, Nacogdoches County; and

WHEREAS, CSH Ridgebrook Senior Village, Ltd has communicated that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2024 Competitive 9% Housing Tax Credits for Ridgebrook Senior Village.

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

1. The City of Nacogdoches, acting through its governing body, hereby confirms that it has no objection to but no express support for the proposed Ridgebrook Senior Village located at approximately the southeast corner of North University Drive and Northeast Stallings Drive and that this formal action has been taken to put on record the opinion expressed by the City of Nacogdoches on February 6, 2024, and
2. As provided for in 10 TAC §11.3(c) of the Qualified Allocation Plan, it is expressly acknowledged and confirmed that the City of Nacogdoches has more than twice the state average of units per capita supported by Housing Tax Credits or Private Activity Bonds; and
3. For and on behalf of the Governing Body, Rhonda Lewis, Deputy City Secretary is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

PASSED AND APPROVED, this the 6th day of February, 2024, by a vote of ____ (ayes) to ____ (nays) of the City Council of the City of Nacogdoches, Texas.

CITY OF NACOGDOCHES

By: _____
RANDY JOHNSON, Mayor

ATTEST:

APPROVED AS TO FORM:

RHONDA K. LEWIS, Deputy City Secretary

JERRY BAKER, City Attorney

**CITY OF NACOGDOCHES, TEXAS
RESOLUTION NO.**

A RESOLUTION OF THE CITY OF NACOGDOCHES OBJECTING TO THE PROPOSED 9% HOUSING TAX CREDIT FOR A DEVELOPMENT KNOWN AS RIDGEBROOK SENIOR VILLAGE TO BE DEVELOPED BY CSH RIDGEBROOK SENIOR VILLAGE, LTD.

WHEREAS, CSH Ridgebrook Senior Village, Ltd has proposed a development for affordable rental housing at approximately the southeast corner of North University Drive and Northeast Stallings Drive named Ridgebrook Senior Village in the City of Nacogdoches, Nacogdoches County; and

WHEREAS, CSH Ridgebrook Senior Village, Ltd has communicated that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2024 Competitive 9% Housing Tax Credits for Ridgebrook Senior Village.

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

1. The City of Nacogdoches, acting through its governing body, hereby confirms that it objects to the proposed Ridgebrook Senior Village located at approximately the southeast corner of North University Drive and Northeast Stallings Drive and that this formal action has been taken to put on record the opinion expressed by the City of Nacogdoches on February 6, 2024, and
2. As provided for in 10 TAC §11.3(c) of the Qualified Allocation Plan, it is expressly acknowledged and confirmed that the City of Nacogdoches has more than twice the state average of units per capita supported by Housing Tax Credits or Private Activity Bonds; and
3. For and on behalf of the Governing Body, Rhonda Lewis, Deputy City Secretary is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

PASSED AND APPROVED, this the 6th day of February, 2024, by a vote of ____ (ayes) to ____ (nays) of the City Council of the City of Nacogdoches, Texas.

CITY OF NACOGDOCHES

By: _____
RANDY JOHNSON, Mayor

ATTEST:

APPROVED AS TO FORM:

RHONDA K. LEWIS, Deputy City Secretary

JERRY BAKER, City Attorney



City Council Meeting

Date: February 6, 2024

Agenda Item: 6.C.

PRESENTER: Larissa Philpot-Brown, Economic Development Director

ITEM/SUBJECT: iv. Project Name: GardenWalk of Nacogdoches, Project Location: 3279 N. University Dr., TDHCA Application Number: 24254. (Economic Development Director)

SUMMARY/BACKGROUND: City Council may choose to adopt a resolution in support, no objection, objection, or take no action.

FINANCIAL:

No financial impact associated with this item

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

Neighborhood Revitalization and Attainable Housing

CITY CONTACT: Larissa Philpot-Brown, AICP
936-559-1255
lphilpot@nedco.org

ATTACHMENTS:

1. Resolution GardenWalk LIHTC Support
2. Resolution GardenWalk of Nacogdoches LIHTC No Objection
3. Resolution GardenWalk of Nacogdoches LIHTC Objection

**CITY OF NACOGDOCHES, TEXAS
RESOLUTION NO.**

A RESOLUTION OF THE CITY OF NACOGDOCHES IN SUPPORT OF THE PROPOSED 9% HOUSING TAX CREDIT FOR A DEVELOPMENT KNOWN AS GARDENWALK OF NACOGDOCHES TO BE DEVELOPED BY RURAL HOUSING OF NACOGDOCHES.

WHEREAS, Rural Housing of Nacogdoches has proposed a development for affordable rental housing at 3279 North University Drive named GardenWalk of Nacogdoches in the City of Nacogdoches, Nacogdoches County; and

WHEREAS, Rural Housing of Nacogdoches has communicated that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2024 Competitive 9% Housing Tax Credits for GardenWalk of Nacogdoches.

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

1. The City of Nacogdoches, acting through its governing body, hereby confirms that it supports the proposed GardenWalk of Nacogdoches located at 3279 North University Drive and that this formal action has been taken to put on record the opinion expressed by the City of Nacogdoches on February 6, 2023, and
2. The City of Nacogdoches, acting through its governing body, hereby confirms that, upon successful award of 2024 Competitive 9% Housing Tax Credits, the city commits to providing reduced fees that equals a minimum of \$250 for the benefit of Rural Housing of Nacogdoches; and
3. As provided for in 10 TAC §11.3(c) of the Qualified Allocation Plan, it is expressly acknowledged and confirmed that the City of Nacogdoches has more than twice the state average of units per capita supported by Housing Tax Credits or Private Activity Bonds; and
4. The City of Nacogdoches hereby confirms that its governing body has voted specifically to approve the construction of the Development and to authorize an allocation of Housing Tax Credits for the Development pursuant to Tex. Gov't Code §2306.6703(a)(4); and
5. For and on behalf of the Governing Body, Rhonda K. Lewis, Deputy City Secretary is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

PASSED AND APPROVED, this the 6th day of February, 2023, by a vote of ____ (ayes) to ____ (nays) of the City Council of the City of Nacogdoches, Texas.

CITY OF NACOGDOCHES

By: _____
RANDY JOHNSON, Mayor

ATTEST:

APPROVED AS TO FORM:

RHONDA K. LEWIS, Deputy City Secretary

Jerry Baker, City Attorney

**CITY OF NACOGDOCHES, TEXAS
RESOLUTION NO.**

A RESOLUTION OF THE CITY OF NACOGDOCHES DOCUMENTING NO OBJECTION TO BUT NO EXPRESS SUPPORT FOR THE PROPOSED 9% HOUSING TAX CREDIT FOR A DEVELOPMENT KNOWN AS GARDENWALK OF NACOGDOCHES TO BE DEVELOPED BY RURAL HOUSING OF NACOGDOCHES.

WHEREAS, Rural Housing of Nacogdoches has proposed a development for affordable rental housing at 3279 North University Drive named GardenWalk of Nacogdoches in the City of Nacogdoches, Nacogdoches County; and

WHEREAS, Rural Housing of Nacogdoches has communicated that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2024 Competitive 9% Housing Tax Credits for GardenWalk of Nacogdoches.

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

1. The City of Nacogdoches, acting through its governing body, hereby confirms that it has no objection to but no express support for the proposed GardenWalk of Nacogdoches located at 3279 North University Drive and that this formal action has been taken to put on record the opinion expressed by the City of Nacogdoches on February 6, 2024, and
2. As provided for in 10 TAC §11.3(c) of the Qualified Allocation Plan, it is expressly acknowledged and confirmed that the City of Nacogdoches has more than twice the state average of units per capita supported by Housing Tax Credits or Private Activity Bonds; and
3. For and on behalf of the Governing Body, Rhonda Lewis, Deputy City Secretary is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

PASSED AND APPROVED, this the 6th day of February, 2024, by a vote of ____ (ayes) to ____ (nays) of the City Council of the City of Nacogdoches, Texas.

CITY OF NACOGDOCHES

By: _____
RANDY JOHNSON, Mayor

ATTEST:

APPROVED AS TO FORM:

RHONDA K. LEWIS, Deputy City Secretary

JERRY BAKER, City Attorney

**CITY OF NACOGDOCHES, TEXAS
RESOLUTION NO.**

A RESOLUTION OF THE CITY OF NACOGDOCHES OBJECTING TO THE PROPOSED 9% HOUSING TAX CREDIT FOR A DEVELOPMENT KNOWN AS GARDENWALK OF NACOGDOCHES TO BE DEVELOPED BY RURAL HOUSING OF NACOGDOCHES.

WHEREAS, Rural Housing of Nacogdoches has proposed a development for affordable rental housing at 3279 North University Drive named GardenWalk of Nacogdoches in the City of Nacogdoches, Nacogdoches County; and

WHEREAS, Rural Housing of Nacogdoches has communicated that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2024 Competitive 9% Housing Tax Credits for GardenWalk of Nacogdoches.

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

1. The City of Nacogdoches, acting through its governing body, hereby confirms that it objects to the proposed GardenWalk of Nacogdoches located at 3279 North University Drive and that this formal action has been taken to put on record the opinion expressed by the City of Nacogdoches on February 6, 2024, and
2. As provided for in 10 TAC §11.3(c) of the Qualified Allocation Plan, it is expressly acknowledged and confirmed that the City of Nacogdoches has more than twice the state average of units per capita supported by Housing Tax Credits or Private Activity Bonds; and
3. For and on behalf of the Governing Body, Rhonda Lewis, Deputy City Secretary is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

PASSED AND APPROVED, this the 6th day of February, 2024, by a vote of ____ (ayes) to ____ (nays) of the City Council of the City of Nacogdoches, Texas.

CITY OF NACOGDOCHES

By: _____
RANDY JOHNSON, Mayor

ATTEST:

APPROVED AS TO FORM:

RHONDA K. LEWIS, Deputy City Secretary

JERRY BAKER, City Attorney



City Council Meeting

Date: February 6, 2024

Agenda Item: 6.D.

PRESENTER: Scott Weems, Police Chief

ITEM/SUBJECT: Receive the 2023 Racial Profiling Report. (Chief of Police)

SUMMARY/BACKGROUND: The 2023 Racial Profiling is required by Texas Code of Criminal Procedure Art 2.132(b)(7) which states that the chief administrator of the agency is required to submit an annual report of the information collected under Subdivision (6) on motor vehicle stops to:(A) the Texas Commission on Law Enforcement; and (B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state. This includes the full report containing data analyzed by this department utilizing the Brazos data system. This report was also submitted to the Texas Commission on Law Enforcement (TCOLE) on January 22, 2024.

FINANCIAL:

No financial impact associated with this item

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

Not Applicable

CITY CONTACT: Scott Weems, Chief of Police
weemss@nactx.us
(936) 559-2619

ATTACHMENTS: 1. Racial Profiling 2023 PowerPoint

Racial Profiling Report 2023

Mayor and Council Members,

- This 2023 Annual Racial Profiling report is required by **Texas Code of Criminal Procedure Art. 2.132 (b)(7)** which requires the chief administrator of the agency to submit an annual report of the information collected under Subdivision (6) on motor vehicle stops to:
 - (A) the **Texas Commission on Law Enforcement**; and
 - (B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.
- This includes the full report containing data analyzed by this department utilizing the Brazos data system.
- This data has been sent to the Texas Commission on Law Enforcement (TCOLE) on January 22, 2024.

Demographics 2020 Census

- Nacogdoches population- 31,990 (July, 2023).

The racial and ethnic composition of Nacogdoches are defined by law and reported as follows:

- – 49.8% White,
- – 27.2% Black,
- – 0.5% Native American,
- – 1.5% Asian, Pacific Islander,
- – 8.7% reporting two or more races and
- – 19.7% Hispanic or Latino.
- * Total is more than 100% due to multi-race reporting

Racial Profiling 2023

Location of Stop	Total 9,214
City Street	8,118
US Highway	857
County Road	11
State Highway	186
Private Property	42

Race or Ethnicity	Total 9,214
Alaska Native/ American Indian	47 .51%
Asian/Pacific Islander	89 .97%
Black	3,017 33%
White	4,164 45%
Hispanic/ Latino	1,897 21%

Was Race or ethnicity known prior to stop?	Total
Yes	811 9%
No	8,403 91%

% of
total
stops

Gender - Race or Ethnicity

Female	Total
Alaska Native/ American Indian	9
Asian/Pacific Islander	27
Black	1,198
White	1,806
Hispanic/ Latino	581
TOTAL	3,621

Male	Total
Alaska Native/ American Indian	38
Asian/Pacific Islander	62
Black	1,819
White	2,358
Hispanic/ Latino	1,316
TOTAL	5,593

Reason for Stop

Violation of Law	Total Each
Alaska Native/ American Indian	1
Asian/Pacific Islander	0
Black	22
White	60
Hispanic/ Latino	15
TOTAL	98

Pre-Existing Knowledge	Total Each
Alaska Native/ American Indian	0
Asian/Pacific Islander	1
Black	18
White	21
Hispanic/ Latino	19
TOTAL	59

Reason for Stop

Moving Traffic Violation	Total Each
Alaska Native/ American Indian	40
Asian/Pacific Islander	73
Black	2,201
White	2,999
Hispanic/ Latino	1,379
TOTAL	6,692

Vehicle Traffic Violation	Total Each
Alaska Native/ American Indian	6
Asian/Pacific Islander	15
Black	776
White	484
Hispanic/ Latino	1,084
TOTAL	2,365

Was Search Conducted?

Was Search Conducted?	Yes	No
Alaska Native/ American Indian	2 .22%	45
Asian/Pacific Islander	3 0.33%	86
Black	455 50.22%	2,562
White	261 28.81%	3,903
Hispanic/ Latino	185 20.42%	1,712
TOTAL	906 9.83%	8,308

% of
total
searches

Reason for Search

% of
Search
Criteria

Total Searches 906	Consent	Probable Cause	Contraband Plainview	Inventory	Incident to Arrest
Alaska Native/ American Indian	0 0%	2 0.38%	0 0%	0 0%	0 0%
Asian/Pacific Islander	3 1.20%	0 0%	0 0%	0 0%	0 0%
Black	94 37.75%	315 60.46%	16 59.26%	24 29.27%	6 22.22%
White	85 34.14%	119 22.84%	6 22.22%	40 48.78%	11 40.74%
Hispanic/ Latino	67 26.91%	85 16.31%	5 18.52%	18 21.95%	10 37.04%
TOTAL	249 27.48%	521 57.51%	27 2.98%	82 9.05%	27 2.98%

Contraband Discovered/ Did the finding result in arrest?

Contraband Discovered?	Yes	No
Alaska Native/ American Indian	1	1
Asian/Pacific Islander	1	2
Black	341	114
White	183	78
Hispanic/ Latino	127	58
TOTAL	653	253

Did the finding result in arrest?	Yes	No
Alaska Native/ American Indian	0	1
Asian/Pacific Islander	0	1
Black	81	260
White	34	149
Hispanic/ Latino	26	101
TOTAL	141	512

Description of Contraband

Drugs		Currency		Weapons	
Alaska Native/ American Indian	1	Alaska Native/ American Indian	0	Alaska Native/ American Indian	0
Asian/Pacific Islander	0	Asian/Pacific Islander	0	Asian/Pacific Islander	0
Black	297	Black	5	Black	46
White	126	White	0	White	11
Hispanic/ Latino	86	Hispanic/ Latino	3	Hispanic/ Latino	7
TOTAL	510	TOTAL	8	TOTAL	64
Alcohol		Stolen Property		Other	
Alaska Native/ American Indian	0	Alaska Native/ American Indian	0	Alaska Native/ American Indian	0
Asian/Pacific Islander	0	Asian/Pacific Islander	0	Asian/Pacific Islander	1
Black	35	Black	2	Black	11
White	44	White	1	White	24
Hispanic/ Latino	28	Hispanic/ Latino	0	Hispanic/ Latino	16
TOTAL	107	TOTAL	3	TOTAL	52

RESULT OF STOP

Verbal Warning		Written Warning		Citation	
Alaska Native/ American Indian	30	Alaska Native/ American Indian	6	Alaska Native/ American Indian	11
Asian/Pacific Islander	60	Asian/Pacific Islander	15	Asian/Pacific Islander	14
Black	1,715	Black	315	Black	840
White	2,125	White	457	White	1,485
Hispanic/ Latino	968	Hispanic/ Latino	161	Hispanic/ Latino	703
TOTAL	4,898	TOTAL	954	TOTAL	3,053
Written Warning and Arrest		Citation and Arrest Total		Arrest	
Alaska Native/ American Indian	0	Alaska Native/ American Indian	0	Alaska Native/ American Indian	0
Asian/Pacific Islander	0	Asian/Pacific Islander	0	Asian/Pacific Islander	0
Black	10	Black	4	Black	133
White	2	White	3	White	92
Hispanic/ Latino	4	Hispanic/ Latino	3	Hispanic/ Latino	58
TOTAL	16	TOTAL	10	TOTAL	283

Percentages

% of
Total
Contacts

Race/ Ethnicity	<i>All Contacts</i>	Citations	Verbal Warning	Written Warning	Written Warning and Arrest	Citation and Arrest	Arrest
	Number / %	Number / %	Number / %	Number / %	Number / %	Number / %	Number / %
Alaska Native/ American Indian	47 .51%	11 .36%	30 0.61%	6 0.63%	0 0%	0 0%	0 0%
Asian/Pacific Islander	89 .97%	14 0.45%	60 1.22%	15 1.57%	0 0%	0 0%	0 0.79%
Black	3,017 33%	840 27.51%	1,715 35.01%	315 33.02%	10 62.50%	4 40%	133 47.00%
White	4,164 45%	1,485 48.64%	2,125 43.39%	457 47.90%	2 12.50%	3 30%	92 32.51%
Hispanic/ Latino	1,897 21%	703 23.02%	968 19.76%	161 16.88%	4 25%	3 30%	58 20.49%
Total	9,214 100%	3,053 100%	4,898 100%	954 100%	16 100%	10 100%	283 100%

Arrest Based On

	Violation of Penal Code	Violation of Traffic Law	Violation of City Ordinance	Outstanding Warrant
Alaska Native/American Indian	0	0	0	0
Asian/Pacific Islander	0	0	0	0
Black	116	1	0	30
White	81	6	0	10
Hispanic/Latino	60	0	0	5
TOTAL	257	7	0	45

Was Physical Force Resulting in Bodily Injury Used During Traffic Stop?

	Yes	No
Alaska Native/ American Indian	0	47
Asian/Pacific Islander	0	89
Black	0	3,017
White	0	4,164
Hispanic/ Latino	0	1,897
TOTAL	0	9,214

Resulting in Bodily Injury to Suspect	0
Resulting in Bodily Injury to Officer	0
Resulting in Bodily Injury to Both	0

Number of Complaints of Racial Profiling

TOTAL	1
Resulted in Disciplinary Action	0
Did not Result in Disciplinary Action	1

2023 Summary

This is to reaffirm the Nacogdoches Police Department's commitment to:

- unbiased policing in all its encounters between officers and any person;
- reinforce procedures that serve to ensure public confidence and mutual trust through the provision of services in a fair and equitable fashion; and
- protect our officers from unwarranted accusations of misconduct when they act within the dictates of departmental policy and the law.

The Nacogdoches Police Department is compliant with state law as required by statute and has shown a history of compliance.



City Council Meeting

Date: February 6, 2024

Agenda Item: 6.E.

PRESENTER:

ITEM/SUBJECT: Consider approval of the January Boards and Commissions appointments, namely, the Airport Advisory Board; Building Standards Commission; Health Code Advisory Board; Industrial Development Authority; Nacogdoches Cemetery Board; and Main Street Advisory Board. (Mayor)

SUMMARY/BACKGROUND: Twice per year, the City Board Interviews are conducted. The Interview Committee completed interviews for the above boards and will make recommendations to fill vacant and termed positions.

FINANCIAL:

No financial impact associated with this item

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

Community Engagement/Diverse Environment

CITY CONTACT: Rhonda Lewis, Deputy City Secretary
lewisl@nactx.us
(936) 559-2506

ATTACHMENTS:

PRESENTER: Case Opperman, Director of Public Works

ITEM/SUBJECT: Consider approval of a contract by and between the City of Nacogdoches and Schaumburg & Polk, Inc. for professional engineering services on ARPA Sewer Improvements in a not-to-exceed amount of \$90,560.00. (Director of Public Works)

SUMMARY/BACKGROUND: The City of Nacogdoches received \$8,162,558 from the American Rescue Plan Act (ARPA), and these funds were originally budgeted to repair and replace various water and sewer lines. These funds have since been partially reallocated for other needs such as storm drainage improvements, with the current allocation for sanitary sewer improvements being \$1,871,000. Schaumburg & Polk, Inc. (SPI) was one of two selected consultants for engineering services for these ARPA projects, specifically for drainage and sanitary sewer improvements. The contract for consideration is for bidding and construction phase services for sanitary sewer improvements on previously designed line replacements on North Street, Chestnut Street, Pinecrest Drive and Kent Street. This contract would be in the amount of \$90,560.00. There is an adequate budget to fund this contract.

FINANCIAL:

Item is budgeted:

Account No.: 30.39 680.95

Account Name: *Wastewater Treatment - Construction*

Amount: \$ 90,560.00

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

Infrastructure

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

ATTACHMENTS: 1. Contract
2. PowerPoint Slide

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Laws and Regulations.

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE



Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

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AMERICAN SOCIETY OF CIVIL ENGINEERS

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A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC User's Guide to the Owner-Engineer Agreement, EJCDC E-001, 2009 Edition.

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EJCDC

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between

City of Nacogdoches (“Owner”) and

Schaumburg & Polk, Inc. (SPI) (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Sanitary Sewer Collection System Improvements – ARPA (“Project”).

Engineer's services under this Agreement are generally identified as follows:

Bid and Construction Phase Services for sanitary sewer upgrades

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 General

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Exhibit C.
- C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs,

instructions, reports, data, and information in performing or furnishing services under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 *Time for Completion*

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

- C. *Disputed Invoices:* If Owner contests an invoice, Owner shall promptly advise Engineer of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.
- D. *Legislative Actions:* If after the Effective Date any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall reimburse Engineer for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, Owner must employ an independent cost estimator as provided in Exhibit B.

5.02 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same

time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.

- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and regulations.
 - 2. Prior to the Effective Date, Owner provided to Engineer in writing any and all policies and procedures of Owner applicable to Engineer's performance of services under this Agreement.- Engineer shall comply with such policies and procedures, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. Changes after the Effective Date to these Laws and Regulations, or to Owner-provided written policies and procedures, may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation.
- F. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.
- G. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any

failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.

- I. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- J. Engineer shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- K. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.
- L. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction and Owner assumes all responsibility for the application and interpretation of the Contract Documents, review and response to Contractor claims, contract administration, processing Change Orders, revisions to the Contract Documents during construction, construction surety bonding and insurance requirements, construction observation and review, review of payment applications, and all other necessary Construction Phase engineering and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase engineering or professional services except for those services that are expressly required of Engineer in Exhibit A, Paragraph A1.05.

6.03 *Use of Documents*

- A. All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.
- B. Either party to this Agreement may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between

the electronic files and the hard copies, the hard copies govern.

- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
- D. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
- E. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the Documents and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) ~~To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer;~~ and (4) such limited license to Owner shall not create any rights in third parties.
- F. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- ~~B. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, property damage (other than to the Work itself), motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.~~
- C. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the

coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.

- D. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 30 days prior written notice has been given to Owner and Engineer and to each other additional insured (if any) to which a certificate of insurance has been issued.

~~E. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.~~

6.05 *Suspension and Termination*

A. *Suspension:*

By Owner: Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.

By Engineer: Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Engineer's performance has been substantially delayed through no fault of Engineer.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

1. For cause,

By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

By Engineer:

- 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
- 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
- 3) Engineer shall have no liability to Owner on account of such termination.

Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1-a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

For convenience,

By Owner effective upon Engineer's receipt of notice from Owner.

- C. *Effective Date of Termination:* The terminating party under Paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
1. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.E.
 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using hourly rates as set forth in Exhibit C.

6.06 *Controlling Law*

- A. This Agreement is to be governed by the law of the state of Texas.
- B. Any controversy or claim arising out of or relating to this Agreement or breach thereof shall be settled in the federal and state courts in Nacogdoches County, Texas.

6.07 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- C. Unless expressly provided otherwise in this Agreement:

Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Subcontractor, Supplier, other individual or entity, or to any surety for or employee of any of them.

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in the Contract Documents.

6.08 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights under law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.08.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights under law.

6.09 *Environmental Condition of Site*

- A. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.
- B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner" "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 *Indemnification and Mutual Waiver*

- A. ***Indemnification by Engineer:*** To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from reasonable claims, costs, losses, and damages arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."

~~B. *Indemnification by Owner:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, Limitations of Liability.~~

C. *Environmental Indemnification:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

D. *Percentage Share of Negligence:* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

E. *Mutual Waiver:* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

6.11 *Miscellaneous Provisions*

A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

- E. *Accrual of Claims*: To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions:

Additional Services – The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.

Agreement – This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.

Asbestos – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

Basic Services – The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.

Construction Contract – The entire and integrated written agreement between Owner and Contractor concerning the Work.

Construction Cost – The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to properties; Owner's costs for legal, accounting, insurance counseling or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

Constituent of Concern – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

Consultants – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.

Contract Documents – Those items so designated in the Construction Contract, including the Drawings, Specifications, construction agreement, and general and supplementary conditions. Only printed or hard copies of the items listed in the Construction Contract are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

Contractor – The entity or individual with which Owner has entered into a Construction Contract.

Documents – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

Drawings – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.

Effective Date – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.

Engineer – The individual or entity named as such in this Agreement.

Hazardous Waste – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

Laws and Regulations; Laws or Regulations – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

Owner – The individual or entity with which Engineer has entered into this Agreement and for which the Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.

PCBs – Polychlorinated biphenyls.

Petroleum – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-hazardous waste and crude oils.

Project – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

Radioactive Material – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

Record Drawings – Drawings depicting the completed Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, addenda, change orders, work change directives, field orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.

Reimbursable Expenses – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.

Resident Project Representative – The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.

Samples – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

Shop Drawings – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

Site – Lands or areas to be indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

Specifications – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

Subcontractor – An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

Substantial Completion – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

Supplier – A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.

Total Project Costs – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.

Work – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

- A. Exhibit A, Engineer's Services.
- B. Exhibit B, Owner's Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, Not Included
- F. Exhibit F, Not Included
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Not Included
- K. Exhibit K, Amendment to Owner-Engineer Agreement.
- L. Exhibit L, Coronavirus State and Local Fiscal Recovery Funds Addendum
- M. Exhibit M, ARPA Specific Contract Requirements.

8.02 *Total Agreement:*

- A. This Agreement, (together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This

Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument based on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives:*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications:*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:

"corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;

"fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

"coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.05 *Scanned Reproductions*

- A. The parties agree and stipulate that the original of this Agreement, including the signature page and any attachments, may be scanned and stored in a computer database or similar device, and that any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original, may be used for any purpose just as if it were the original, including proof of the content of the original writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: City of Nacogdoches

By: _____

Name: Richard B. Beverlin, III

Title: City Manager

Date Signed: _____

Address for giving notices:

City of Nacogdoches

202 East Pilar Street

Nacogdoches, TX 75961

Designated Representative (Paragraph 8.03.A):

Casey Opperman, P.E.

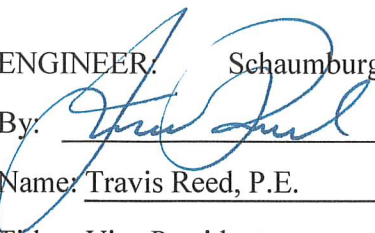
Title: Director of Public Works/City Engineer

Phone Number: (936) 559 - 2515

Facsimile Number: _____

E-Mail Address: oppermanc@nactx.us

ENGINEER: Schaumburg & Polk, Inc.

By: 

Name: Travis Reed, P.E.

Title: Vice President

Date
Signed: 1/29/24

Engineer License or Firm's
Certificate Number: F-520

State of: Texas

Address for giving notices:

Schaumburg & Polk, Inc.

320 S. Broadway Ave, Suite 200

Tyler, TX 75702

Designated Representative (Paragraph 8.03.A):

Travis Reed, P.E.

Title: Vice President

Phone Number: 903-595-3913

Facsimile Number: 903-595-2093

E-Mail Address: treed@spi-eng.com

This is EXHIBIT A, consisting of 14 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated ____.

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

The project generally includes Bidding and Construction Phase Services for sanitary sewer improvements documented in the Sanitary Sewer CIP as Project 31 (HWY 59 from Austin st. to College st. plus additive alternates Segment 19, 20, and 27 from the CIP list). Segment 19, 20, and 27 are completed designs from a previous contract with no additional design included in this Scope.

A1.01 *Study and Report Phase* – **No Study and Report Phase Included in this Contract**

A1.02 *Preliminary Design Phase* - **No Preliminary Design Phase Included in this Contract**

A1.03 *Final Design Phase* - **No Final Design Phase Included in this Contract**

A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the bidding documents and the most recent opinion of probable Construction Cost, and upon written authorization by Owner to proceed, Engineer shall:

Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the bidding documents.

Issue addenda as appropriate to clarify, correct, or change the bidding documents.

Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.

Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bidding documents.

If bidding documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders,

Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.

Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables: None

- ~~B.~~ The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

A1.05 *Construction Phase*

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:

General Administration of Construction Contract: Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the Construction Contract shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

Selecting Independent Testing Laboratory: Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.0.

Pre-Construction Conference: Participate in a Pre-Construction Conference prior to commencement of Work at the Site.

Schedules: Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

Baselines and Benchmarks: As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

Visits to Site and Observation of Construction: In connection with observations of Contractor's Work while it is in progress: Anticipated as not to exceed 8hrs per week for 24 weeks

Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws

and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.

Defective Work: Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

Clarifications and Interpretations; Field Orders: Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents.

Change Orders and Work Change Directives: Recommend change orders and work change directives to Owner, as appropriate, and prepare change orders and work change directives as required.

Shop Drawings and Samples: Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

Substitutes and "or-equal": Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

Inspections and Tests: Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.

Disagreements between Owner and Contractor: Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor,

and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

Applications for Payment: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).

By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

Contractor's Completion Documents: Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved and transmit the annotated record documents which are to be assembled by

Contractor in accordance with the Contract Documents to obtain final payment

Substantial Completion: Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Project to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.

Additional Tasks: Perform or provide the following additional Construction Phase tasks or deliverables: None.

Final Notice of Acceptability of the Work: Conduct a final visit to the Project to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice that the Work is to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.

- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.C, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.
- C. *Limitation of Responsibilities:* Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase Engineer shall:
- Together with Owner, visit the Project to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of defective Work, if any.

Together with Owner or Owner's representative, visit the Project within one month before the end of the correction period to ascertain whether any portion of the Work is subject to correction.

1. Perform or provide the following additional Post-Construction Phase tasks or deliverables:
None

- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

- A. If authorized in writing by Owner in Attachment A-1 or in subsequent Amendments to this Agreement, Engineer shall furnish or obtain from others Additional Services of the types listed below.

Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.

Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility and cash flow studies, rate schedules, and appraisals; assistance in obtaining financing for the

Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.

Furnishing services of Consultants for other than Basic Services.

Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.

Services during out-of-town travel required of Engineer other than for visits to the Site or Owner's office.

Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.

Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.

Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services

Providing construction surveys and staking to enable Contractor to perform its work and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.

Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor.

Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.

Preparing Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor, and furnishing such Record Drawings to Owner.

Preparation of operation and maintenance manuals.

Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.

Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.

Assistance in connection with the adjusting of Project equipment and systems.

Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.

1. Assistance to Owner in developing procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related record-keeping.

Overtime work requiring higher than regular rates.

Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

Providing the services of a Resident Project Representative (RPR) at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.

A2.02 *Additional Services Not Requiring Owner's Written Authorization*

- A. Engineer shall advise Owner in advance that Engineer will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.

Services in connection with work change directives and change orders to reflect changes requested by Owner.

Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.

Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.

Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.

Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.

Services during the Construction Phase rendered after the original date for completion of the Work referred to in A1.05.B.

Reviewing a Shop Drawing more than three times, as a result of repeated inadequate submissions by Contractor.

While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.

PART 3 – SCHEDULE

A3.01 Times for rendering the services described in this Agreement are as follows.

Item	Calendar Days From Notice to Proceed
Notice to Proceed from Owner to SPI	0
Complete Design (separate contract)	60
Compile Bids and Recommend Award	120
Anticipated Start of Construction	210
Anticipated Construction Completion	320

Note:

Should review times exceed those identified above, the project schedule will be extended accordingly.

This is **Attachment A-1 to EXHIBIT A**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Additional Services of Engineer

- A. Additional Services of ENGINEER: As noted below, the ENGINEER is hereby authorized to perform the following additional services as outlined in Exhibit A – Paragraphs 2.01 and 2.02:

Included	Excluded		
☐	☐	a.	Design Survey
☐	☐	b.	Grant or Loan Application
☐	☐	c.	Storm Water Pollution Prevention Plan
☐	☐	d.	Environmental Assessment
☐	☐	e.	Environmental Information Document
☐	☐	f.	Resident Project Representative Services
☐	☐	g.	Construction Staking
☐	☐	h.	Geotechnical Investigation
☐	☐	i.	Materials Testing
☐	☐	j.	Analytical Testing
☐	☐	k.	Reimbursable Expenses (Mileage, Printing, Postage & etc.)
☐	☐	l.	Easement or Boundary Surveys
☐	☐	m.	Easement or Boundary Descriptions
☐	☐	n.	Land Acquisition Services
☐	☐	o.	TxDOT Utility Permits
☐	☐	p.	Operation and Maintenance Manual
☐	☐	q.	Other:
☐	☐	r.	Other:
☐	☐	s.	Other:
☐	☐	t.	Other:
☐	☐	u.	Other:
☐	☐	v.	Other:
☐	☐	w.	Other:

Fees associated with Authorized Additional Services are shown in Exhibit C.

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement and unless otherwise provided in Exhibit A, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
- B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:

Property descriptions.

Zoning, deed, and other land use restrictions.

Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.

Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions relating to existing surface or subsurface structures at the Site, or hydrographic surveys, with appropriate professional interpretation thereof.

Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.

Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.

- D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.
- E. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.

- F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
 - Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 - Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 - Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.
- J. Place and pay for advertisement for Bids in appropriate publications.
- K. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
- L. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- M. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- N. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- O. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment visits to the Project.

- P. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- Q. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.
- R. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- S. Perform or provide the following additional services: None

This is **EXHIBIT C**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Payments to Engineer for Services and Reimbursable Expenses

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 *Method of Payment*

- A. Owner shall pay Engineer for services in accordance with one or more of the following methods as identified in Attachment C-1:
 - 1. Method A: Lump Sum
 - 2. Method B: Standard Hourly Rates

C2.02 *Explanation of Methods*

A. Method A – Lump Sum

- 1. Owner shall pay Engineer a Lump Sum amount for the specified category of services.
- 2. The Lump Sum will include compensation for Engineer's services, services of Consultants, and reimbursable expenses, if any. Appropriate amounts will be incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.
- 3. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

B. Method B – Standard Hourly Rates

- 1. For the specified category of services, the Owner shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Specific Project, plus Reimbursable Expenses and Consultant's charges, if any.
- 2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
- 3. Engineer's Standard Hourly Rates and Reimbursable Expenses Schedule are attached to this Exhibit as Attachment C-2.

4. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, Reimbursable Expenses, and Consultants' charges, if any.
5. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultant's charges, if any.
6. The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually to reflect equitable changes in the compensation payable to Engineer.

C2.03 Reimbursable Expenses

Costs incurred by Engineer in the performance of the Task Order in the following categories constitute Reimbursable Expenses:

- A. Transportation and subsistence incidental thereto; advertisements, postage, and shipping costs; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and their assistants; toll telephone calls, faxes, and telegrams; and reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Specific Project-related items in addition to those required under Exhibit A. If authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for computer time and the use of other highly specialized equipment. Reimbursable expenses shall be paid at rates set forth in Attachment C-1 to this Exhibit C which shall be adjusted annually (as of the date of the Agreement) to reflect equitable changes in the rates.
- B. The amounts payable to Engineer for Reimbursable Expenses will be the project-specific internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to a Specific Project, the latter multiplied by a Factor of 1.0.

C2.04 Consultant Charges

- A. The amount payable to Engineer for Additional Services performed by the Engineer's Consultants shall be equal to 1.15 times the consultant's charges for these services.

C2.05 Serving as a Witness

- A. For services performed by Engineer's employees as witnesses giving testimony in any litigation, arbitration or other legal or administrative proceeding, a rate of 1.5 times the witness's standard hourly rate will be assessed. Compensation for Consultants for such services will be by reimbursement of Consultants' reasonable charges to Engineer for such services.

C2.06 Other Provisions Concerning Payment

- A. *Extended Contract Times.* Should the Contract Times to complete the Work be extended beyond the period stated in the Task Order, payment for Engineer's services shall be continued based on the Standard Hourly Rates Method of Payment.
- B. *Estimated Compensation Amounts*

1. Engineer's estimate of the amounts that will become payable for services provided on the basis of hourly rates and reimbursable expenses are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
2. When estimated compensation amounts have been stated and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer so that total compensation for such services will not exceed said estimated amount when such services are completed. If Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, the Engineer shall give written notice thereof to Owner and shall be paid for all services rendered thereafter.

This is **Attachment C-1 to EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Services and Fees

Work Task	Study & Report Phase	Preliminary Design Phase	Final Design Phase	Bidding Phase	Construction Phase (See Note Two)	Commissioning Phase	Total	Payment Method (See Note 1)
Basic Services	N/A	N/A	0	6,800	0		6,800	Lump Sum
Subtotal	0.00	0	0	6,800	0	0.00	\$6,800	

								Hourly Rate and Reimbursable Expenses
Construction Phase Services					83,760		83,760	
Subtotal	0	0.00	0.00	0.00	83,760	0.00	83,760	
Total	0	0.00	0.00	6,800	83,760	0.00	\$90,560	

Notes:

¹ Fees shown for services to be provided on the basis of Hourly Rates and Reimbursable Expenses are estimated only and are not considered lump sum or not-to-exceed values.

² Construction Phase Basic Service assumes a construction period of 150 consecutive calendar days. ENGINEER's work on this phase beyond the construction period will be billed at hourly rates.

This is **Attachment C-2 to EXHIBIT C**, consisting of 1 pages, referred to in and part of the **Standard Form of Agreement between Owner and Engineer for Professional Services**, dated _____.



2024 SCHEDULE OF HOURLY RATES and EXPENSES

ADMINISTRATIVE ASSISTANT	\$78.00 /HOUR
INTERN	\$60.00 /HOUR
SURVEY CREW	\$180.00 /HOUR
SURVEYOR I	\$60.00 /HOUR
SURVEYOR II	\$80.00 /HOUR
SURVEYOR III	\$100.00 /HOUR
SURVEYOR IV	\$120.00 /HOUR
SURVEYOR TECH	\$110.00 /HOUR
RPLS	\$180.00 /HOUR
CONSTRUCTION REPRESENTATIVE I	\$85.00 /HOUR
CONSTRUCTION REPRESENTATIVE II	\$112.00 /HOUR
CONSTRUCTION REPRESENTATIVE III	\$140.00 /HOUR
DESIGN TECHNICIAN I	\$90.00 /HOUR
DESIGN TECHNICIAN II	\$105.00 /HOUR
DESIGN TECHNICIAN III	\$120.00 /HOUR
DESIGN TECHNICIAN IV	\$150.00 /HOUR
ENGINEER I / II	\$120.00 /HOUR
ENGINEER III	\$140.00 /HOUR
ENGINEER IV	\$160.00 /HOUR
ENGINEER V	\$190.00 /HOUR
ENGINEER VI	\$230.00 /HOUR
ENGINEER VII	\$260.00 /HOUR
ENGINEER VIII	\$275.00 /HOUR
ENGINEER IX	\$290.00 /HOUR

REIMBURSABLE EXPENSES		
Mileage		IRS Allowable Rate
Travel and Meals		Actual Cost x 1.10
Misc. Reimbursable Expenses		Actual Cost x 1.10

OUTSIDE CONSULTANT RATES		
Associate Engineer	Civil, Electrical, Env	up to \$225.00/HOUR
Subconsultants		Actual Cost x 1.10

Schaumburg & Polk, Inc. furnishes General Liability Insurance, Professional Liability Insurance and State of Texas mandatory limits of Worker's Compensation insurance.

Preparation for and furnishing expert witness testimony will be billed at three times the hourly rates shown above for the various classifications.

Rates Effective: January 1, 2024 (adjusted annually)

This is **EXHIBIT D**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

D1.01 *Resident Project Representative* - **No RPR Included in this Contract**

Insurance

Paragraph 6.04 of the Agreement is amended and supplemented to include the following agreement of the parties.

G6.04 Insurance

A. The limits of liability for the insurance required by Paragraphs 6.04.A and 6.04.B of the Agreement are as follows:

1. *By Engineer:*

a.	Workers' Compensation:	Statutory
b.	Employer's Liability –	
	1) Each Accident:	\$500,000
	2) Disease, Policy Limit:	\$500,000
	3) Disease, Each Employee:	\$500,000
c.	General Liability –	
	1) Each Occurrence (Bodily Injury and Property Damage):	\$1,000,000
	2) General Aggregate:	\$2,000,000
d.	Excess or Umbrella Liability –	
	1) Each Occurrence:	\$2,000,000
	2) General Aggregate:	\$2,000,000
e.	Automobile Liability –	
	1) Combined Single Limit (Bodily Injury and Property Damage): Each Accident	\$1,000,000
f.	Professional Liability –	

	1) Each Claim Made:	\$1,000,000
	2) Annual Aggregate:	\$2,000,000
g.	Other (specify): _____	\$_____
2. *By Owner:*
- | | | |
|----|---|-------------|
| a. | Workers' Compensation: | Statutory |
| b. | Employer's Liability – | |
| | 1) Each Accident | \$500,000 |
| | 2) Disease, Policy Limit | \$500,000 |
| | 3) Disease, Each Employee | \$500,000 |
| c. | General Liability – | |
| | 1) General Aggregate: | \$2,000,000 |
| | 2) Each Occurrence (Bodily Injury
and Property Damage): | \$1,000,000 |
| d. | Excess Umbrella Liability -- | |
| | 1) Each Occurrence: | \$2,000,000 |
| | 2) General Aggregate: | \$2,000,000 |
| e. | Automobile Liability – | |
| | 1) Combined Single Limit
(Bodily Injury and Property Damage):
Each Accident | \$1,000,000 |
| f. | Other (specify): _____ | \$_____ |

This is **EXHIBIT H**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Dispute Resolution

Paragraph 6.08 of the Agreement is amended and supplemented to include the following agreement of the parties:

H6.08 Dispute Resolution

- A. *Mediation*: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof (“Disputes”) to mediation. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

This is **EXHIBIT I**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Limitations of Liability

Paragraph 6.10 of the Agreement is supplemented to include the following agreement of the parties:

A. *Limitation of Engineer's Liability*

- 1. Engineer's Liability Limited to Amount of Insurance Proceeds:* Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's Claims shall not exceed \$1,000,000.
- 2. Exclusion of Special, Incidental, Indirect, and Consequential Damages:* To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, consistent with the terms of Paragraph 6.10, the Engineer and Engineer's officers, directors, members, partners, agents, Consultants, and employees shall not be liable to Owner or anyone claiming by, through, or under Owner for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants, ~~and including but not limited to:~~

- B. *Indemnification by Owner:*** To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not

limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No.

1. Background Data:

- a. Effective Date of Owner-Engineer Agreement: _____
- b. Owner: City of Nacogdoches
- c. Engineer: Schaumburg & Polk, Inc.
- d. Project: _____

2. Description of Modifications:

- a. Engineer shall perform or furnish the following Additional Services:
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:
- c. The responsibilities of Owner are modified as follows:
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:
- e. The schedule for rendering services is modified as follows:
- f. Other portions of the Agreement (including previous amendments, if any) are modified as follows:

5. Agreement Summary (Reference only)

- a. Original Agreement amount: \$ _____
- b. Net change for prior amendments: \$ _____
- c. This amendment amount: \$ _____
- d. Adjusted Agreement amount: \$ _____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER: City of Nacogdoches

ENGINEER: Schaumburg & Polk, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date
Signed: _____

Date Signed: _____

EXHIBIT L

CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS ADDENDUM

This **CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS ADDENDUM** (this “Addendum”) is entered into by and between Schaumburg & Polk, Inc., (“Contractor”), and City of Nacogdoches (Unit), and forms an integral part of the Contract (as defined in Section I hereof).

RECITALS

WHEREAS, Unit has received, either as a Recipient or Subrecipient (as each such term is defined in Section I hereof) a payment from the Coronavirus State Fiscal Recovery Fund (“State Fiscal Recovery Fund”) or Coronavirus Local Fiscal Recovery Fund (“Local Fiscal Recovery Fund” and, together with the State Fiscal Recovery Fund, the “Fiscal Recovery Funds”) established pursuant to Sections 602 and 603, respectively, of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (“ARPA”); and

WHEREAS, Unit intends to pay, in part or in whole, for the cost of the Contract (as defined in Section I hereof) using monies received from the Fiscal Recovery Funds; and

WHEREAS, in using such funds, Unit must comply with the terms of ARPA, regulations issued by the U.S. Department of the Treasury (“Treasury”) governing the expenditure of monies distributed from the Fiscal Recovery Funds (including, without limitation, the Interim Final Rule (86 Fed. Reg. 26,786 (May 17, 2021) and Final Rule (87 Fed. Reg. 4,338 (Jan. 27, 2022))), the Award Terms and Conditions applicable to the Fiscal Recovery Funds, and such other guidance as Treasury has issued or may issue governing the expenditure of monies distributed from the Fiscal Recovery Funds (collectively, the “Regulatory Requirements”); and

WHEREAS, pursuant to the Regulatory Requirements, Unit must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury has determined or may determine are inapplicable to the Fiscal Recovery Funds; and

WHEREAS, pursuant to 2 C.F.R. § 200.327, Unit must include within the Contract applicable provisions described in Appendix II to 2 C.F.R. Part 200, each of which is contained in this Addendum; and

WHEREAS, Unit shall not enter into the Contract or make any distributions of funds to Contractor using monies from the Fiscal Recovery Funds absent Contractor’s agreement and adherence to each term and condition contained herein.

NOW THEREFORE, Contractor and Unit do mutually agree as follows:

AGREEMENTS

B. Definitions

- Unless otherwise defined in this Addendum, capitalized terms used in this Addendum shall have the meanings ascribed thereto in this Section I.
- “ARPA” shall mean the American Rescue Plan Act of 2021, Pub. L. No. 117-2, as amended.
- “Administering Agency” shall have the meaning specified in 41 C.F.R. § 60-1.3.

EXHIBIT L

- “Applicant” shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: (“An applicant for Federal assistance involving a construction contract, or other participant in a program involving a construction contract as determined by regulation of an administering agency. The term also includes such persons after they become recipients of such Federal assistance.”).
- “Construction Work” shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: (“[T]he construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.”).
- “Contract” shall mean the legal instrument by which Unit, as a Recipient or Subrecipient, shall purchase from Contractor property or services needed to carry out a project or program under a federal award, and of which this Addendum shall constitute an integral part.
- “Contractor” shall mean the entity named as “Contractor” in this Addendum that has received a Contract from Unit.
- “Federally Assisted Construction Contract” shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: (“[A]ny agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the government of the United States of America for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.”).
- “Government” shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: (“[T]he government of the United States of America.”).
- “Laborer” or “Mechanic” shall have the meaning specified in 29 C.F.R. § 5.2(m), which is provided here for ease of reference: (“The term *laborer* or *mechanic* includes at least those workers whose duties are manual or physical in nature (including those workers who use tools or who are performing the work of a trade), as distinguished from mental or managerial. The term *laborer* or *mechanic* includes apprentices, trainees, helpers, and, in the case of contracts subject to the Contract Work Hours and Safety Standards Act, watchmen or guards. The term does not apply to workers whose duties are primarily administrative, executive, or clerical, rather than manual. Persons employed in a bona fide executive, administrative, or professional capacity as defined in part 541 of [Title 40 of the United States Code] are not deemed to be laborers or mechanics. Working foremen who devote more than 20 percent of their time during a workweek to mechanic or laborer duties, and who do not meet the criteria of [Title 40 of the United States Code], are laborers and mechanics for the time so spent.”).
- “Recipient” shall mean an entity that receives a federal award directly from a federal awarding agency. The term does not include subrecipients or individuals that are beneficiaries of an award.

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- “Subcontract” shall mean any agreement entered into by a Subcontractor to furnish supplies or services for the performance of this Contract or a Subcontract. It includes, but is not limited to, purchase orders and changes and modifications to purchase orders.
- “Subcontractor” shall mean an entity that receives a Subcontract.
- “Subrecipient” shall mean an entity that receives a subaward from a pass-through entity to carry out part of a federal award; but it does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency.
- “Tier” shall have the meaning indicated in 2 C.F.R. Part 180 and illustrated in 2 C.F.R. Part 180, Appendix II.
- “Unit” shall have the meaning indicated in the preamble to this Addendum.

C. **Equal Employment Opportunity**

- If this contract is a Federally Assisted Construction Contract exceeding \$10,000, during the performance of this Contract, Contractor agrees as follows:
 - Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.

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- Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- Contractor will furnish to the Administering Agency and the Secretary of Labor all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Administering Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- In the event of Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended, in whole or in part, and Contractor may be declared ineligible for further Government contracts or Federally Assisted Construction Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965. Such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- Contractor will include the portion of the sentence immediately preceding paragraph A.1. of this Section II and the provisions of paragraphs A.1. through A.7. in every Subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. Contractor will take such action with respect to any Subcontract or purchase order as the Administering Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the Administering Agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Unit further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work. Provided, that if Unit so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the Contract.
- Unit agrees that it will assist and cooperate actively with the Administering Agency and the Secretary of Labor in obtaining the compliance of Contractor and any Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor; that it will furnish the Administering Agency and the Secretary of Labor such information as they may require for the supervision of such compliance; and that it will otherwise assist the Administering Agency in the discharge of the agency's primary responsibility for securing compliance.

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- Unit further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally Assisted Construction Contracts pursuant to the Executive Order and that it will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractor and any Subcontractors by the Administering Agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, Unit agrees that if it fails or refuses to comply with these undertakings, the Administering Agency may take any or all of the following actions: Cancel, terminate, or suspend, in whole or in part, this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.
- If this Contract is not a Federally Assisted Construction Contract exceeding \$10,000, the provisions of Section I.A. of this Addendum shall not apply.

D. Copeland “Anti-Kickback” Act

- Contractor and any Subcontractors performing work under the Contract shall comply with 18 U.S.C. § 874 *which provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.* Unit shall report all suspected or reported violations to Treasury.

E. Contract Work Hours and Safety Standards Act

- *Overtime Requirements.* No Contractor or Subcontractor contracting for any part of the Contract work which may require or involve the employment of Laborers or Mechanics shall require or permit any such Laborer or Mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such Laborer or Mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. *No laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.*
- *Violation; Liability for Unpaid Wages; Liquidated Damages.* In the event of any violation of the clause set forth in Section IV.A. (Overtime Requirements), above, Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual Laborer or Mechanic, including watchmen and guards, employed in violation of the clause set forth in Section IV.A. (Overtime Requirements), above, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without

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payment of the overtime wages required by the clause set forth in Section IV.A. (*Overtime Requirements*), above.

- *Withholding for Unpaid Wages and Liquidated Damages.* Unit shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold, or cause to be withheld, from any moneys payable on account of work performed by Contractor or Subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of Contractor or Subcontractor for unpaid wages and liquidated damages as provided in Section IV.B. (*Violation; Liability for Unpaid Wages; Liquidated Damages*) of this section.
- *Subcontracts.* Contractor or Subcontractor shall insert in any Subcontract the clauses set forth in Sections IV.A. through IV.D. and also a clause requiring Subcontractors to include these clauses in any lower-Tier Subcontracts. Contractor shall be responsible for compliance by any first-Tier Subcontractor or lower-Tier Subcontractor with the clauses set forth in Sections IV.A. through IV.D.
- *Payroll and Records.* Contractor or Subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all Laborers and Mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, Social Security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Records to be maintained under this provision shall be made available by Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the Department of the Treasury and the Department of Labor, and Contractor or Subcontractor will permit such representatives to interview employees during working hours on the job.
- *Exceptions.* None of the requirements of Section IV of this Addendum shall apply if this Contract is a Contract (1) for transportation by land, air, or water; (2) for the transmission of intelligence; (3) for the purchase of supplies, materials, or articles ordinarily available in the open market; or (4) in an amount that is equal to or less than \$100,000.

F. **Rights to Inventions Made Under a Contract or Agreement**

- The Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Government purposes," any subject data or copyright described below. "Government purposes" means use only for the direct purposes of the Government. Without the copyright owner's consent, the Government may not extend its federal license to any other party.
 - Any subject data developed under the Contract, whether or not a copyright has been obtained, and

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- Any rights of copyright purchased by Contractor using federal assistance funded in whole or in part by the Department of the Treasury.
- Unless Treasury determines otherwise, a Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit Treasury to make available to the public either (1) Treasury's license in the copyright to any subject data developed in the course of the Contract or (2) a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work which is the subject of this Contract is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Government may direct.
- Unless prohibited by North Carolina law, upon request by the Government, Contractor agrees to indemnify, save, and hold harmless the Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by Contractor of proprietary rights, copyrights, or right of privacy arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. Contractor shall be required to indemnify the Government for any such liability arising out of the wrongful act of any employee, official, or agent of the Contractor.
- Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.
- Data developed by Contractor and financed entirely without using federal assistance provided by the Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that Contractor identifies those data in writing at the time of delivery of the Contract work. Contractor agrees to include these requirements in each Subcontract for experimental, developmental, or research work financed in whole or in part with federal assistance.
- For the purposes of this Section V, "subject data" means "recorded information, whether or not copyrighted, . . . that is delivered or specified to be delivered as required by the Contract." Examples of "subject data" include, but are not limited to, "computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses or other similar information used for performance or administration of the Contract."

G. **Clean Air Act and Federal Water Pollution Control Act**

- *Clean Air Act.* Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* Contractor agrees to report each violation to Unit and understands and agrees that Unit will, in turn, report each violation as required to Treasury and the appropriate Environmental Protection Agency Regional Office.

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Contractor agrees to include these requirements in each Subcontract exceeding \$150,000 financed, in whole or in part, with federal assistance provided by Treasury.

- *Federal Water Pollution Control Act.* Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 *et seq.* Contractor agrees to report each violation to Unit and understands and agrees that Unit will, in turn, report each violation as required to assure notification to Treasury and the appropriate Environmental Protection Agency Regional Office. Contractor agrees to include these requirements in each Subcontract exceeding \$150,000 financed, in whole or in part, with federal assistance provided by Treasury.

H. Debarment and Suspension

- Due to its receipt of Fiscal Recovery Funds, Unit is a participant in a nonprocurement transaction (defined at 2 C.F.R. § 180.970) that is a covered transaction pursuant to 2 C.F.R. § 180.210 and 31 C.F.R. § 19.210. Therefore, this Contract is a lower-Tier covered transaction for purposes of 2 C.F.R. Part 180 and 31 C.F.R. Part 19 if (1) the amount of this Contract is greater than or equal to \$25,000 (2 C.F.R. § 180.220(b)(1); 31 C.F.R. § 19.220(b)(1)); (2) the Contract requires the consent of an official of the Department of the Treasury (2 C.F.R. § 180.220(b)(2); 31 C.F.R. § 19.220(b)(2)); or (3) this Contract is for federally required audit services (2 C.F.R. § 180.220(b)(3); 31 C.F.R. § 19.220(b)(3)).
- If this Contract is a covered transaction as set forth in Section VII.A., above, Contractor hereby certifies as of the date hereof that Contractor, Contractor's principals (defined at 2 C.F.R. § 180.995), and the affiliates (defined at 2 C.F.R. § 180.905) of both Contractor and Contractor's principals are not excluded (defined at 2 C.F.R. § 180.935) and are not disqualified (defined at 2 C.F.R. § 180.935). If any of the foregoing persons are excluded or disqualified and the Secretary of the Treasury has not granted an exception pursuant to 31 C.F.R. § 19.120(a), (1) this Contract shall be void, (2) Unit shall not make any payments of federal financial assistance to Contractor, and (3) Unit shall have no obligations to Contractor under this Contract.
- Contractor must comply with 2 C.F.R. Part 180, Subpart C and 31 C.F.R. Part 19 and must include a requirement to comply with these regulations in any lower-Tier covered transaction into which it enters. This certification is a material representation of fact relied upon by Unit, and all liability arising from an erroneous representation shall be borne solely by Contractor.
- If it is later determined that Contractor did not comply with 2 C.F.R. Part 180, Subpart C and 31 C.F.R. Part 19, in addition to remedies available to Unit, the Government may pursue available remedies, including but not limited to suspension and/or debarment.

I. Byrd Anti-Lobbying Amendment

- Contractor certifies to Unit, and Contractor shall cause each Tier below it to certify to the Tier directly above such Tier, that it has not used and will not use federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of

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Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall, and shall cause each Tier below it, to disclose any lobbying with non-federally appropriated funds that takes place in connection with obtaining any federal award. Such disclosures (to be set forth on Standard Form-LLL, contained in 31 C.F.R. Part 21, Appendix B) shall be forwarded from Tier to Tier up to the Unit, which will, in turn, forward the certification(s) to Treasury. Contractor shall cause the language of this Section VIII.A. to be included in all Subcontracts. This certification is a material representation of fact upon which Unit has relied when entering into this Contract, and all liability arising from an erroneous representation shall be borne solely by Contractor.

- Contractors that bid or apply for a contract exceeding \$100,000 (including this Contract, if applicable) also must file with Unit the certification in Attachment 1 to this Addendum, which is attached hereto and incorporated herein.
- Contractor also shall cause any Subcontractor with a Subcontract (at any Tier) exceeding \$100,000 to file with the Tier above it the certification in Attachment 1 to this Addendum, which is attached hereto and incorporated herein.

J. **Procurement of Recovered Materials**

- Section IX.B. shall apply if (1) this Contract involves the purchase of an item designated by the Environmental Protection Agency (“EPA”) in 40 C.F.R. Part 247 that exceeds \$10,000 or (2) the total value of such designated items acquired during Unit’s preceding fiscal year exceeded \$10,000.
- In the performance of the Contract, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items, unless the product cannot (1) be acquired competitively within a timeframe providing for compliance with the Contract performance schedule, (2) meet Contract performance requirements, or (3) be acquired at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available on EPA’s website. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

K. **Prohibition on Contracting for Covered Telecommunications Equipment or Services**

- *Definitions.* Unless otherwise defined in this Contract, capitalized terms used in this Section X shall have the meanings ascribed thereto in this Section X.A.
 - “Backhaul” means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).
 - “Covered Foreign Country” means the People’s Republic of China.
 - “Covered Telecommunications Equipment or Services” means (a) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary

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or affiliate of such entities); (b) for the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (c) telecommunications or video surveillance services provided by such entities or using such equipment; or (d) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a Covered Foreign Country.

- “Critical Technology” means (1) defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations; (2) items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations and controlled (a) pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology, or (b) for reasons relating to regional stability or surreptitious listening; (3) specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities); (4) nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material); (5) select agents and toxins covered by part 331 of title 7, Code of Federal Regulations; part 121 of title 9 of such Code; or part 73 of title 42 of such Code; or (6) emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. § 4817).
- “Interconnection Arrangements” means arrangements governing the physical connection of two or more networks to allow the use of another’s network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.
- “Roaming” means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.
- “Substantial or Essential Component” means any component necessary for the proper function or performance of a piece of equipment, system, or service.
- “Telecommunications Equipment or Services” means telecommunications or video surveillance equipment or services, such as, but not limited to, mobile phones, land lines, internet, video surveillance, and cloud services.

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- Prohibitions.
 - Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after August 13, 2020, from obtaining or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - Unless an exception in Section X.C. applies, Contractor and any Subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds (including, without limitation, Fiscal Recovery Funds) received from a federal government to:
 - Procure or obtain any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology of any system;
 - Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology of any system;
 - Enter into, extend, or renew contracts with entities that use Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology as part of any system; or
 - Provide, as part of its performance of this Contract, any Subcontract; any other contractual instrument; or any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology as part of any system.
- Exceptions.
 - This clause does not prohibit Contractor or Subcontractors from providing:
 - A service that connects to the facilities of a third party, such as Backhaul, Roaming, or Interconnection Agreements, or
 - Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
 - By necessary implication and regulation, the prohibitions also do not apply to:
 - Covered telecommunications equipment that:
 - Is not used as a Substantial or Essential Component of any system and
 - Is not used as Critical Technology of any system.

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- Other telecommunications equipment or services that are not considered Covered Telecommunications Equipment or Services.
- Reporting Requirement
 - In the event Contractor identifies, during contract performance, covered Telecommunications Equipment or Services used as a Substantial or Essential Component of any system or as Critical Technology as part of any system, or if Contractor is notified of such by a Subcontractor at any Tier or by any other source, Contractor shall report the information in paragraph D.2(d)(2) of this Section X to Unit, unless procedures for reporting the information are established elsewhere in this Contract.
 - Contractor shall report the following information to Unit pursuant to paragraph D.1 of this Section X:
 - Within one business day from the date of such identification or notification: contract number; order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - Within ten business days of submitting the information in paragraph D.2.a. of this Section: any further available information about mitigation actions undertaken or recommended. In addition, Contractor shall describe (i) the efforts it undertook to prevent use or submission of Covered Telecommunications Equipment or Services and (ii) any additional efforts that will be incorporated to prevent future use or submission of Covered Telecommunications Equipment or Services.
 - *Subcontractor*. Contractor shall cause to be inserted into all Subcontracts and other contractual instruments relating to the performance of this Contract the substance of this Section X, including this paragraph E.

L. Domestic Preferences for Procurements

- For purposes of this Section XI, the terms below are defined as follows:
 - “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coating, occurred in the United States.
 - “Manufactured Products” means items and construction materials composed, in whole or in part, of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- As applicable, and to the extent consistent with law, Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products or

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materials Produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other Manufactured Products. Contractor shall cause any Subcontractors to include the requirements of this Section XI in any Subcontracts.

M. **Solicitation of Minority and Women-Owned Business Enterprises**

- If Contractor intends to let any Subcontracts, Contractor shall (1) place qualified small and minority businesses and women's business enterprises on its solicitation lists; (2) assure that small and minority businesses and women's business enterprises are solicited whenever they are potential sources; (3) divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises; (4) establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises; (5) use the services and assistance, as appropriate, of the Small Business Administration, the Minority Business Development Agency of the Department of Commerce, and the North Carolina Office for Historically Underutilized Businesses.
- For the purposes of Section XII.A., an entity shall qualify (1) as a "minority business" or "women's business enterprise" if it is currently certified as a North Carolina "historically underutilized business" under Chapter 143, Section 128.4(a) of the N.C. General Statutes (hereinafter G.S.), and (2) as a "small business" if it is independently owned and operated and is qualified under the Small Business Administration criteria and size standards at 13 C.F.R. Part 21.

N. **Access to Records**

- Contractor agrees to provide Unit, the Department of the Treasury, the Treasury Office of Inspector General, the Government Accountability Office, and the Comptroller General of the United States, or any authorized representatives of these entities, access to any records (electronic and otherwise) of Contractor which are directly pertinent to this Contract to conduct audits or any other investigations. Contractor agrees to permit any of the foregoing parties to reproduce such records by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- Contractor agrees to retain all records covered by this Section XIII through December 31, 2031, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving the Contract.

O. **Conflicts of Interest; Gifts and Favors**

- Contractor understands that (1) Unit will use Fiscal Recovery Funds to pay for the cost of this Contract and (2) the expenditure of Fiscal Recovery Funds is governed by the [*Conflict of Interest Policy*] of the Unit, the Regulatory Requirements (including, without limitation, 2 C.F.R. §

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200.318(c)(1)), and North Carolina law (including, without limitation, G.S. 14-234(a)(1) and - 234.3(a)).

- Contractor certifies to Unit that as of the date hereof, to the best of its knowledge after reasonable inquiry, no employee, officer, or agent of Unit involved in the selection, award, or administration of this Contract (each a “Covered Individual”); no member of a Covered Individual’s immediate family; no partner of a Covered Individual; and no organization (including Contractor) which employs or is about to employ a Covered Individual has a financial or other interest in, or has received a tangible personal benefit from, Contractor. Should Contractor obtain knowledge of any such interest or any tangible personal benefit described in the preceding sentence after the date hereof, Contractor shall promptly disclose the same to Unit in writing.
- Contractor certifies to Unit that it has not provided, nor offered to provide, any gratuities, favors, or anything of value to an officer, employee, or agent of Unit. Should Contractor obtain knowledge of the provision, or offer of any provision, of any gratuity, favor, or anything of value to an officer, employee, or agent described in the preceding sentence after the date hereof, Contractor shall promptly disclose the same to Unit in writing.

P. Assurances of Compliance with Title VI of the Civil Rights Act of 1964

- Contractor and any Subcontractor, or the successor, transferee, or assignee of Contractor or any Subcontractor, shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. §§ 2000d *et seq.*), as implemented by the Department of the Treasury’s Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this Contract. Title VI also provides protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. §§ 2000d *et seq.*, as implemented by Treasury’s Title VI regulations, 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this Contract.

Q. Other Non-Discrimination Statutes

- Contractor acknowledges that Unit is bound by and agrees, to the extent applicable to Contractor, to abide by the provisions contained in the federal statutes enumerated below and any other federal statutes and regulations that may be applicable to the expenditure of Fiscal Recovery Funds:
 - The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

EXHIBIT L

- The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 *et seq.*), which prohibits discrimination on the basis of disability in programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

R. **Miscellaneous**

- *Increasing Seat Belt Use in the United States.* Pursuant to Executive Order 13043, 62 Fed. Reg. 19,216 (Apr. 18, 1997), Unit encourages Contractor to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented, or personally owned vehicles.
- *Reducing Text Messaging While Driving.* Pursuant to Executive Order 13513, 74 Fed. Reg. 51,225 (Oct. 6, 2009), Unit encourages Contractor to adopt and enforce policies that ban text messaging while driving.

S. **Conflicts and Interpretation**

- To the extent that any portion of this Addendum conflicts with any term or condition of this Contract expressed outside of this Addendum, the terms of this Addendum shall govern.

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EXHIBIT L

ATTACHMENT 1 TO CORONA VIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS ADDENDUM APPENDIX A131 C.F.R. PART 21- CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of the undersigned's knowledge and belief, that:

- I. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3- The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 4- This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Schaumburg & Polk, Inc., certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

EXHIBIT M – ARPA Specific Requirements.

This 21 page **EXHIBIT M** is entered into by and between Schaumburg & Polk, Inc., (“Contractor”), and City of Nacogdoches (Unit), and forms an integral part of the Contract

ARPA Required Provisions for EC 6.1/Revenue Loss Projects

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
ARPA Terms & Conditions			
ARPA Terms, Conditions, & Records	1. Use of Funds. a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipients may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	4. Maintenance of and Access to Records a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations. c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors EC 6.1 Awardees
ARPA Terms, Conditions, & Records	5. Pre-award Costs. Pre-award costs, as defined in 2 CFR § 200.458, may not be paid with funding from this award.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.	Section 9901 of the American	Subrecipients

ARPA Required Provisions for EC 6.1/Revenue Loss Projects

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
		Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	
ARPA Terms, Conditions, & Records	7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 CFR § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 CFR § 200.112.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors EC 6.1 Awardees
ARPA Terms, Conditions, & Records	9. Compliance with Applicable Law and Regulations. a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. b. Federal regulations applicable to this award include, without limitation, the following: i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury [ARPA/SLFRF EC 6.1 applicable Uniform Guidance Sections are specifically listed/included at end of this document] . Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award. ii. Universal Identifier and System for Award Management (SAM), 2 CFR Part 25, pursuant to which the award term set forth in Appendix A to 2 CFR Part 25 is hereby incorporated by reference. iii. Reporting Subaward and Executive Compensation Information, 2 CFR Part 170, pursuant to which the award term set forth in Appendix A to 2 CFR Part 170 is hereby incorporated by reference. iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 CFR Part 180, including the		Contractor RFP/IFB Contractor RFQ Subrecipients Vendors EC 6.1 Awardees

ARPA Required Provisions for EC 6.1/Revenue Loss Projects

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR Part 180, subpart B) that the award is subject to 2 CFR Part 180 and Treasury's implementing regulation at 31 CFR Part 19. v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 CFR Part 200, Appendix XII to Part 200 is hereby incorporated by reference. vi. Governmentwide Requirements for Drug-Free Workplace, 31 CFR Part 20. (Subrecipient Only) vii. New Restrictions on Lobbying, 31 CFR Part 21. viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations. ix. Generally applicable federal environmental laws and regulations. c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following: i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 CFR Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance; ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.		
ARPA Terms, Conditions, & Records	10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 CFR § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients

ARPA Required Provisions for EC 6.1/Revenue Loss Projects

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
ARPA Terms, Conditions, & Records	11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients (City/County)
ARPA Terms, Conditions, & Records	12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors EC 6.1 Awardees
ARPA Terms, Conditions, & Records	13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFQ Subrecipients EC 6.1 Awardees
ARPA Terms, Conditions, & Records	14. Debts Owed the Federal Government. a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government. b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	15. Disclaimer. a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award. b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients

ARPA Required Provisions for EC 6.1/Revenue Loss Projects

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
ARPA Terms, Conditions, & Records	16. Protections for Whistleblowers. a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. b. The list of persons and entities referenced in the paragraph above includes the following: i. A member of Congress or a representative of a committee of Congress; ii. An Inspector General; iii. The Government Accountability Office; iv. A Treasury employee responsible for contract or grant oversight or management; v. An authorized official of the Department of Justice or other law enforcement agency; vi. A court or grand jury; or vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct. c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors EC 6.1 Awardees
ARPA Terms, Conditions, & Records	17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors EC 6.1 Awardees
ARPA Terms, Conditions, & Records	18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;	Contractor RFP/IFB Contractor RFQ Subrecipients

ARPA Required Provisions for EC 6.1/Revenue Loss Projects

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
		Section 602(b), 603(b) and/or 603(c) as applicable	Vendors EC 6.1 Awardees
Applicable Uniform Guidance Sections			
None	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” <u>41 CFR 60-1.4 Equal opportunity clause.</u> (b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause: The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The contractor will not discharge or in any other manner discriminate	2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)	Contractor RFP/IFB Contractor RFQ Subrecipients

ARPA Required Provisions for EC 6.1/Revenue Loss Projects

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information. (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. (9) Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. (10) The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work. Provided, that if the [recipient] so participating is a state or local government, the above equal		

ARPA Required Provisions for EC 6.1/Revenue Loss Projects

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. (11) The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the recipient agency in the discharge of the agency's primary responsibility for securing compliance. The recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.		
State Provision Applies at any amount and/or >\$2,000 for CDBG/Braided Funds	Texas Prevailing Wage requirements applies only to the construction of a <u>public work</u>, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction. (G.V. 2258) ----- Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$10,000,00 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance	2 CFR 200 APPENDIX II (D) And TX G.V. 2258 Prevailing Wage Rates	Contractor RFP/IFB Subrecipients

ARPA Required Provisions for EC 6.1/Revenue Loss Projects

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3 , “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.		
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	 2 CFR 200.112	Contractor RFP/IFB Contractor RFQ Subrecipients EC 6.1 Awardees
None	The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in appendix XII to this part are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in § 200.339 . (See also 2 CFR part 180 , 31 U.S.C. 3321 , and 41 U.S.C. 2313 .)	2. CFR 200.113	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors EC 6.1 Awardees
None	Non-Federal entities are subject to the non-procurement  debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180 . The regulations in 2 CFR part 180 restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.	2 CFR 200.214	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors EC 6.1 Awardees
Over \$50,000	Federal awarding agencies and recipients are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183 . The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.	2 CFR 200.215	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors EC 6.1 Awardees
None	(a)  Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:	2 CFR 200.216	Contractor RFP/IFB

ARPA Required Provisions for EC 6.1/Revenue Loss Projects

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	(1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See Public Law 115-232, section 889 for additional information. (d) See also § 200.471.		Contractor RFQ Subrecipients Vendors EC 6.1 Awardees
None	Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms. (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include:	 2 CFR 200.321	Contractor RFP/IFB Contractor RFQ Subrecipients

ARPA Required Provisions for EC 6.1/Revenue Loss Projects

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.		
None	Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. All records related to ARPA shall be maintained for five (5) years per the ARPA terms, conditions, and regulations. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. All records related to ARPA shall be maintained for five (5) years per the ARPA terms, conditions, and regulations. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for three (3) years after final disposition. All records related to ARPA shall be maintained for five (5) years per the ARPA terms and conditions and regulations. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity All records related to ARPA shall be maintained for five (5) years per the ARPA terms and conditions and regulations. All records related to ARPA shall be maintained for five (5) years per the ARPA terms, conditions, and regulations.	2 CFR 200.334	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors EC 6.1 Awardees

ARPA Required Provisions for EC 6.1/Revenue Loss Projects

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	(e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. All records related to ARPA shall be maintained for five (5) years per the ARPA terms, conditions, and regulations. (2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation. All records related to ARPA shall be maintained for five (5) years per the ARPA terms, conditions, and regulations.		
None	The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.	2 CFR 200.336	Contractor RFP/IFB Contractor RFQ Subrecipients EC 6.1 Awardees
Other References			
None	CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified	Texas Government Code 2252.152	Contractor RFP/IFB

ARPA Required Provisions for EC 6.1/Revenue Loss Projects

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	on a list prepared and maintained under Section 806.051, 807.051, or 2252.153 . The term “foreign terrorist organization” in this paragraph has the meaning assigned to such a term in Section 2252.151(2) of the Texas Government Code.		Contractor RFQ Subrecipients EC 6.1 Awardees
>\$100,000	PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that: (1) is between a governmental entity and a company with ten (10) or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.	Texas Government Code 2271	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors EC 6.1 Awardees
For Critical Infrastructure Projects	PROHIBITION ON CONTRACTS WITH CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE. PROHIBITED CONTRACTS. (a) A governmental entity may not enter into a contract or other agreement relating to critical infrastructure in this state with a company: (1) if, under the contract or other agreement, the company would be granted direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and (2) if the governmental entity knows that the company is: (A) owned by or the majority of stock or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (B) headquartered in China, Iran, North Korea, Russia, or a designated country. (b) The prohibition described by Subsection (a) applies regardless of whether: (1) the company’s or its parent company’s securities are publicly traded; or (2) the company or its parent company is listed on a public stock exchange as: (A) a Chinese, Iranian, North Korean, or Russian company; or (B) a company of a designated country.	Texas Government Code, Title 10, Subtitle F, Chapter 2274.0102	Subrecipients EC 6.1 Awardees

ARPA Required Provisions for EC 6.1/Revenue Loss Projects

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201	Contractor RFP/IFB Subrecipients
	The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.	Section 504 of the Rehabilitation Act of 1973, as amended.	Subrecipients



CERTIFICATE OF INSURANCE

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/14/2022

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

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

PRODUCER USI Southwest 9811 Katy Freeway, Suite 500 Houston, TX 77024 713 490-4600		CONTACT NAME: Callie Renaud PHONE (A/C, No, Ext): 713 490-4600 FAX (A/C, No): 713-490-4700 E-MAIL ADDRESS: callie.renaud@usi.com	
		INSURER(S) AFFORDING COVERAGE INSURER A : Arch Insurance Company	NAIC # 11150
INSURED Schaumburg & Polk Inc. 8865 College Street Beaumont, TX 77707-2898		INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

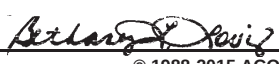
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						EACH OCCURRENCE \$ AGGREGATE \$ DED RETENTION \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				
A	Professional Liability			PAAEP0149400	06/10/2022	06/10/2023	\$2,000,000 per claim \$2,000,000 annl aggr.

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

CERTIFICATE HOLDER

CANCELLATION

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

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ACORD 25 (2016/03) 1 of 1
#S36301590/M36301176

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PDMPZP



SAM REGISTRATION

Last updated by Jeffrey Beaver on Dec 20, 2021 at 10:58 AM

SCHAUMBURG & POLK, INC.



SCHAUMBURG & POLK, INC.

DUNS Unique Entity ID 067252163	SAM Unique Entity ID HTJRK4U11815	CAGE / NCAGE 84TF0
Purpose of Registration All Awards	Registration Status Active	Expiration Date Dec 20, 2022
Physical Address 8865 College ST STE 100 Beaumont, Texas 77707-2846 United States	Mailing Address 8865 College ST STE 100 Beaumont, Texas 77707-2846 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Texas 14	State / Country of Incorporation Texas / United States	URL (blank)

Registration Dates

Activation Date Dec 22, 2021	Submission Date Dec 20, 2021	Initial Registration Date Jul 9, 2018

Entity Dates

Entity Start Date May 1, 1973	Fiscal Year End Close Date Dec 31

Immediate Owner

CAGE (blank)	Legal Business Name (blank)

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors (blank)

Socio-Economic Types**Self Certified Small Disadvantaged Business**

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments
No

Debt Subject To Offset
No

EFT Indicator
0000

CAGE Code
84TF0

Points of Contact**Electronic Business**

👤
Jeff Beaver, CEO

**8865 College ST., Suite 100
Beaumont, Texas 77707
United States**

Government Business

👤
Jeffrey Beaver, CEO

**8865 College ST., Suite 100
Beaumont, Texas 77707
United States**

Service Classifications**NAICS Codes**

Primary
Yes

NAICS Codes
541330

NAICS Title
Engineering Services

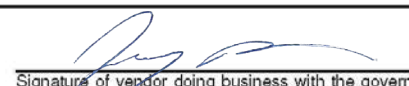
Disaster Response

Yes, this entity appears in the disaster response registry.

States
Texas

Counties

Metropolitan Statistical Areas

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.		OFFICE USE ONLY
1 Name of vendor who has a business relationship with local governmental entity. NONE		
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. N/A Name of Officer		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. N/A A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☐ No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more. N/A		
6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7  Signature of vendor doing business with the governmental entity 08/18/2022 Date		



LOBBYING CERTIFICATIONS

Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, Schaumburg & Polk, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Jeremy Buechter, P.E., Executive Vice President

Printed Name and Title of Contractor's Authorized Official

08/18/2022

Date



DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Type of Federal Action: ____ a. contract N/A ____ b. grant ____ c. cooperative agreement ____ d. loan ____ e. loan guarantee ____ f. loan insurance	Status of Federal Action: ____ a. bid/offer/application ____ b. initial award ____ c. post-award N/A	Report Type: ____ a. initial filing ____ b. material change N/A
Name and Address of Reporting Entity: ____ Prime ____ Subawardee Tier _____, if Known: N/A Congressional District, if known:	If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: N/A Congressional District, if known:	
Federal Department/Agency: N/A	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
Federal Action Number, if known: N/A	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): N/A	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): N/A	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: Jeremy Buechter, P.E. Title: Executive Vice President Telephone No.: 903.595.3913 Date: 08/18/2022	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

ENGINEERING CONTRACT AWARD

ARPA SEWER IMPROVEMENTS

SCHAUMBURG & POLK, INC.

- Current ARPA allocation for Sanitary Sewer - \$1,871,000
- Line improvements previously designed on North Street, Chestnut Street, Pinecrest Drive and Kent Street
- Contract for Bidding & Construction Phase Services



LUMP SUM SERVICES

Bid Phase Services \$ 6,800

TIME & MATERIALS (HOURLY)

Construction Admin. \$ 83,760

Total Maximum Fee \$ 90,560

PRESENTER: Michael Brown, Training & Safety

ITEM/SUBJECT: Consider the purchase of a BME Model 34 Type-3 Wildland Fire Engine from Siddons-Martin Emergency Group for the amount of \$458,881.00. (Fire Chief)

SUMMARY/BACKGROUND: Nacogdoches Fire and Rescue seeks to purchase a new, Type-3 wildland fire engine. A Type-3 engine is a four-wheel drive, mid-sized apparatus capable of carrying 4 crew members, with a tank capacity of at least 500 gallons of water, and the ability to pump 150 gallons of water per minute at a pressure of 250 pounds per square inch. The primary use of this vehicle is for fighting wildfires, with a secondary use as a high-water rescue vehicle due to its tall stance and four-wheel drive capability. The engine proposed here would replace a two-wheel drive 1994 Ford F-800, Type 3 apparatus with 132,844 miles.

The outgoing engine was obtained via a grant from the Texas Intrastate Mutual Aide System (TIFMAS), and is a refurbished unit obtained from the United States Forest Service and Federal Excess Personal Property Programs. The outgoing unit has reached the practical end of its service life, with critical maintenance and repair parts having become increasingly difficult and/or impossible to obtain. For example, the outgoing unit recently experienced a dramatic failure of the rear end gearing mechanism, and per our suppliers, Nacogdoches was able to obtain the last replacement unit extant in the United States.

The new, proposed engine was selected by a committee of experienced NFD wildland firefighters and command staff, and is a proven design with large scale usage across the country. The cab and chassis of the new apparatus are of a commercial design manufactured by International Truck used for both emergency and regular fleet purposes, ensuring long-term maintenance, parts replacement, and repair capability. Lead time for production and delivery is estimated at 12–13 months. The new engine would be an improvement in firefighter safety, firefighting capability, and versatility of use. Staff recommends purchase of the new apparatus in the amount of \$458,881.00 from Siddons-Martin Emergency Group. This purchase price is below the original \$500,000 budgeted for this item. Pricing and purchasing are through BuyBoard.

FINANCIAL:

Item is budgeted:

Account No.: 01.86.680.20

Account Name: *Vehicle Replacement Fund*

Amount: \$458,881.00

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

Not Applicable

CITY CONTACT: Mike Brown, Fire Chief
brownm@nactx.us
(936) 559-2522

ATTACHMENTS:

1. BME - BID Specs
2. BME - Quotation Info Page
3. Nacogdoches BME M34 Proposal

Nacogdoches Fire Department
Siddons-Martin Emergency Group

== BME, Type 3: Model 34, 500/500 "Targhee" - 0.000 08/24/22 ==



FIRE TRUCKS



NACOGDOCHES FIRE DEPARTMENT INTERNATIONAL CHASSIS

Nacogdoches Fire Department
Siddons-Martin Emergency Group

MODEL 34 "TARGHEE"

DETERMINATION OF APPARATUS WEIGHT

BME Fire Trucks, LLC. shall submit estimated "in-service" weight analysis required by applicable NFPA standards. This Excel computer weight analysis shall break down all major components of the apparatus and shall show the impact on percentage-of-load on the front and rear axles, total weight, and weight on each tire set.

The analysis shall evenly distribute the NFPA required minimum payload allowance or estimated equipment payload as provided by the purchaser into the specified compartments. The allowance for personnel, hose loads, water and foam fluids, and required NFPA equipment shall be outlined individually in the analysis and placed on the apparatus in its specific intended position.

CENTER-OF-GRAVITY ANALYSIS

BME Fire Trucks, LLC. shall perform an estimated center of gravity calculation as required by the applicable section of NFPA standards. This calculation shall include tilt angles, the estimated right to left load distribution, and load on each axle, including all specified major components.

LOW VOLTAGE TEST REQUIREMENTS

The fire apparatus low voltage electrical system shall be tested as required by this section and the test results shall be certified by the apparatus manufacturer. The certification shall be delivered to the purchaser with the documentation for the completed apparatus. The tests shall be performed when the air temperature is between 0 degrees Fahrenheit and 110 degrees Fahrenheit.

TEST SEQUENCE

The three tests defined below shall be performed in the order in which they appear. Before each test, the chassis batteries shall be fully charged until the voltage stabilizes at the voltage regulator set point and the lowest charge current is maintained for 10 minutes. The failure of any of these tests shall require a repeat of the test sequence.

RESERVE CAPACITY TEST

The chassis engine shall be started and kept running until the chassis engine and engine compartment temperatures are stabilized at normal operating temperatures and the chassis battery system is fully charged. The chassis engine shall be shut off and the minimum continuous electrical load shall be applied for 10 minutes. All electrical loads shall be turned off prior to attempting to restart the chassis engine. The chassis battery system shall then be capable of restarting the chassis engine. The failure to restart the chassis engine shall be considered a failure of this test.

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ALTERNATOR PERFORMANCE TEST AT IDLE

The minimum continuous electrical load shall be applied with the chassis engine running at idle speed. The chassis engine temperature shall be stabilized at normal operating temperature. The chassis battery system shall be tested to detect the presence of a chassis battery current discharge. The detection of chassis battery current discharge shall be considered a failure of this test.

ALTERNATOR PERFORMANCE TEST AT FULL LOAD

The total continuous electrical load shall be applied with the chassis engine running up to the engine manufacturer's governed speed. The test duration shall be a minimum of two hours. The activation of the electrical system load management system shall be permitted during this test. The activation of an alarm due to excessive chassis battery discharge, as detected by the system required by NFPA (current edition), or an electrical system voltage of less than 11.8 volts direct current for a 12 volt direct current nominal system, for more than 120 seconds, shall be considered a failure of this test.

LOW VOLTAGE ALARM TEST

Following the completion of the tests described above, the chassis engine shall be turned off. With the chassis engine turned off, the total continuous electrical load shall be applied and shall continue to be applied until the excessive battery discharge alarm activates. The chassis battery voltage shall be measured at the battery terminals.

The test shall be considered to be a failure if the low voltage alarm has not yet sounded 140 seconds after the voltage drops to 11.70 volts direct current for a 12 volt direct current nominal system. The chassis battery system shall then be able to restart the chassis engine. The failure of the chassis battery system to restart the chassis engine shall be considered a failure of this test.

The completed fire apparatus shall undergo a complete 12 volt electrical load and performance testing per applicable sections of NFPA standards with inspection and test sheets included in delivery documentation.

DOCUMENTATION

The apparatus manufacturer shall provide the results of the low-voltage electrical system performance test, certified in writing, with the documentation provided to the purchaser at the time of delivery of the completed apparatus.

The test results shall consist of the following documents:

- (1) Documentation of the electrical system performance tests.
- (2) A written electrical load analysis, including the following:

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- (a) The nameplate rating of the alternator.
- (b) The alternator rating under the conditions specified in NFPA 1906 (current edition).
- (c) Each of the component loads specified that make up the minimum continuous electrical load.
- (d) Additional electrical loads that, when added to the minimum continuous electrical load, determine the total continuous electrical load.
- (e) Each individual intermittent electrical load.

TEST RESULTS

BME Fire Trucks LLC. shall provide results of the apparatus testing and shall certify the following:

The weight of the completed apparatus, when loaded to its estimated in service weight, does not exceed the GVWR and GAWR of the chassis.

The complete unit, when loaded to its estimated in service weight, meets the weight distribution and vehicle stability requirements, as defined in the current NFPA guidelines.

The unit meets all required federal standards pertaining to the manufacturer and completion of the apparatus and a label tag has been affixed to the apparatus by the manufacturer stating same.

BME Fire Trucks LLC. shall provide all testing results, including engine, speed, acceleration, road ability, braking, and auxiliary braking to the Purchaser at the time of delivery.

DELIVERY REQUIREMENTS

The bidder shall not be responsible for delays in delivery due to strikes, acts of God, failure of suppliers to deliver, chassis shortage and other reasons beyond the reasonable control of the builder. Should BME Fire Trucks, LLC. be unable to comply with the proposed delivery date, we shall immediately contact the purchaser regarding delay information and actions to be taken by the company.

This vehicle shall be F.O.B. the BME Fire Trucks facility in Boise Idaho. Dealer shall be responsible for arrangement of delivery from factory.

GENERAL WARRANTY PROVISIONS

All materials and workmanship herein specified, including all equipment furnished, shall be guaranteed for a period of one (1) year after the acceptance date of the apparatus, unless otherwise noted, with the exception of any normal maintenance services or adjustments which shall be required. Under this warranty, BME Fire Trucks, LLC. shall be responsible for the costs of repairs to the apparatus that have been caused by defective workmanship or materials during this period.

This warranty shall not apply to the following:

- Any component parts or trade accessories such as chassis, engines, tires, pumps, valves, signaling devices, batteries, electric lights, bulbs, alternators, and all other installed equipment and accessories, in

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as much as they are usually warranted separately by their respective manufacturers, or are subject to normal wear and tear.

- Failures resulting from the apparatus being operated in a manner or for a purpose not recommended by the apparatus manufacturer.
- Loss of time or use of the apparatus, inconvenience or other incidental expenses.
- Any apparatus which has been repaired or altered without written consent or outside of the apparatus manufacturer's factory and or authorized service center in any way that affects its stability, or which has been subject to misuse, negligence, or accident.
- Delivery of the apparatus to repair site.

DISCLAIMER

NO WARRANTIES ARE GIVEN BEYOND THOSE DESCRIBED HEREIN. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. THE COMPANY SPECIFICALLY DISCLAIMS WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OTHER REPRESENTATIONS TO THE USER/PURCHASER AND ALL OTHER OBLIGATIONS OR LIABILITIES. FURTHER, THE COMPANY EXCLUDES LIABILITY FOR CONSEQUENTIAL AND INCIDENTAL DAMAGES, ON THE PART OF THE COMPANY OR SELLER. No person is authorized to give any other warranties or to assume any liabilities on the Company's behalf unless made or assumed in writing by the seller; and no other person is authorized to give any warranties or to assume any liabilities on the seller's behalf unless made or assumed in writing by the seller.

OBTAINING SERVICE

Return the vehicle to any BME Fire Trucks, LLC. dealer/authorized service center; Return the vehicle to BME Fire Trucks, LLC. or contact BME Fire Trucks, LLC.. BME Fire Trucks, LLC. shall be solely responsible for determining the extent of repair under the terms of the warranty. Transportation costs shall be the responsibility of the purchaser.

MATERIAL AND WORKMANSHIP

All equipment provided shall be guaranteed to be new and of current manufacture, and unless specified otherwise, shall meet all requirements of these specifications and prevailing NFPA documents and be in condition at time of delivery for use as specified for this type of apparatus.

All workmanship shall be of the highest quality and accomplished in a professional manner so as to insure a functional apparatus with a high quality aesthetic appearance.

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The construction shall be rugged and ample safety factors shall be provided to carry the loads specified to meet both on and off road requirements.

The apparatus shall be designed and the equipment mounted with due consideration to the distribution of load between the front and rear axles, so all specified equipment, with a full complement of personnel, can be carried without damage to the apparatus.

BODY AND STRUCTURAL WARRANTY

BME Fire Trucks, LLC. shall warrant each new apparatus body, if used in a normal and reasonable manner, against structural defects caused by defects in material, design or workmanship for a period of ten (10) years, covering parts & labor to the original purchaser which shall start on day of acceptance.

This warranty shall not apply to:

- Normal maintenance services or adjustments
- To any vehicle which will have been repaired or altered outside of our factory in any way so as, in the judgment of BME Fire Trucks, LLC., to affect it's stability, nor which has been subject to misuse, negligence, or accident, nor to any vehicle made by us which will have been operated to a speed exceeding the factory rated speed, or loaded beyond the factory rated load capacity.
- Commercial chassis and associated equipment furnished with chassis, signaling devices, generators, batteries, or other trade accessories as they are usually warranted separately by their respective manufacturers.
- Shipping costs of parts or apparatus for purposes of repair or replacement of parts. This warranty is in lieu of all other warranties, expressed or implied. All other representations as to the original purchaser and all other obligations or liabilities, including for incidental or consequential damage on the company's behalf unless made in writing by the company.

DARLEY FIRE PUMP WARRANTY

A three (3) year warranty on the Darley fire pump shall be provided. The provisions of this warranty shall be described in the completed apparatus documentation.

PLUMBING WARRANTY

The stainless steel fire pump plumbing shall carry a ten (10) year parts and labor warranty against defects in workmanship and perforation corrosion.

AKRON VALVE WARRANTY

The Akron valves shall carry a ten (10) year parts and labor manufacturer's warranty. Provisions of this warranty shall be provided with the completed apparatus documentation.

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WATER TANK WARRANTY

The polypropylene water tank that is specified to be supplied with this apparatus shall be warranted by the water tank manufacturer for a "lifetime" period from the date that the apparatus is put into service. The tank manufacturer shall repair, at no cost to the purchaser, any problems caused by defective materials and/or workmanship. The warranty shall cover the reasonable costs of removing the water tank from the apparatus and reinstalling it after the completion of the covered warranty repairs, but shall not cover any liability for the loss of service or downtime costs of the apparatus.

FOAM TANK WARRANTY

The foam tank shall carry a "lifetime" warranty against defects in workmanship and perforation corrosion. The provisions of this warranty shall be provided in the delivery documentation. The tank manufacturer shall repair, at no cost to the purchaser, any problems caused by defective materials and/or workmanship. The warranty shall cover the reasonable costs of removing the water tank from the apparatus and reinstalling it after the completion of the covered warranty repairs, but shall not cover any liability for the loss of service or downtime costs of the apparatus.

PAINT WARRANTY

BME Fire Trucks, LLC. shall provide a seven (7) year paint warranty which shall cover peeling and/or de-lamination of the top coat and other layers of paint, cracking or checking, loss of gloss caused by cracking, checking or chalking, and any paint failure caused by defective paint materials covered by the paint manufacturer's material warranty.

CHASSIS WARRANTY

The specified chassis shall be provided with the chassis manufacturer's warranty. The exact provisions of this warranty shall be supplied with the completed apparatus documentation.

APPARATUS OPERATION MANUAL(S)

BME Fire Trucks, LLC. shall provide (2) electronic apparatus operational manual(s) on a USB thumb drive.

CHASSIS SPECIFICATIONS

Base Chassis, Model HV507 SFA with 183.00 Wheelbase, 64.10 CA, and 65.00 Axle to Frame.

TOW HOOK, FRONT (2) Frame Mounted

AXLE CONFIGURATION {Navistar} 4x4

FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) Maximum OAL

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FRAME REINFORCEMENT Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL

BUMPER, FRONT Swept Back 15-Degrees, Steel, for use with Front Frame Extensions, Heavy Duty

FRAME, SPECIAL EFFECTS Dimple on Left and Right Top Flange of Frame Rail to Reference Rear Axle Centerline

FRAME EXTENSION, FRONT Integral; 20" In Front of Grille

WHEELBASE RANGE 181" (460cm) Through and Including 205" (520cm)

AXLE, FRONT DRIVING {Meritor MX-12-120 EVO} Single Reduction, 12,000-lb Capacity, with Hub Piloted Wheel Mounting

AXLE, FRONT DRIVING, LUBE {EmGard FE-75W-90} Synthetic Oil; 1 thru 29.99 Pints

SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 12,000-lb Capacity, with Shock Absorbers

BRAKE SYSTEM, AIR Dual System for Straight Truck Applications

BRAKE LINES Color and Size Coded Nylon

DRAIN VALVE Twist-Type

GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster

PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel

PARKING BRAKE VALVE For Truck

QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4

SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6

AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System

AIR DRYER {Bendix AD-IP} with Heater

BRAKE CHAMBERS, POSITION Rotated Forward and Up For Maximum Ground Clearance with 4x4

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BRAKE CHAMBERS, FRONT AXLE {MGM} 20 SqIn

BRAKE CHAMBERS, REAR AXLE {MGM TR3030LP3TSHD} 30/30 SqIn Spring Brake

SLACK ADJUSTERS, FRONT {Haldex} Automatic

SLACK ADJUSTERS, REAR {Haldex} Automatic

AIR COMPRESSOR {Cummins} 18.7 CFM

AIR DRYER LOCATION Mounted Inside Left Rail, Behind Transfer Case Mounting

AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Left Rail, Back of Cab, Perpendicular to Rail

DUST SHIELDS, FRONT BRAKE for Air Cam Brakes

DRAIN VALVE (3) Petcocks, for Air Tanks

DUST SHIELDS, REAR BRAKE for Air Cam Brakes

BRAKES, REAR {Meritor 16.5X7 P} Air S-Cam Type, Cast Spider, Cast Shoe, Double Anchor Pin, Includes Greaseable and Zinc Coated Anchor Pins, Size 16.5" X 7", 38,000-lb Capacity per Axle

BRAKES, FRONT {Meritor 16.5X5 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 5", 14,700-lb Capacity

STEERING COLUMN Tilting

STEERING WHEEL 4-Spoke; 18" Dia., Black

STEERING GEAR {Sheppard M100} Power

DRIVELINE SYSTEM {Dana Spicer} SPL170 Main Driveline, 1710 Driveline to Transfer Case, SPL140 Driveline to Front Axle, for 4x4

AFTERTREATMENT COVER Polished Aluminum

EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Short Horizontal Tail Pipe, Frame Mounted Right Side Back of Cab, for All-Wheel Drive

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ENGINE COMPRESSION BRAKE {Jacobs} for Cummins ISL/L9 Engines; with Selector Switch and On/Off Switch

SWITCH, FOR EXHAUST 3 Position, Momentary, Lighted Momentary, ON/CANCEL, Center Stable, INHIBIT REGEN, Mounted in IP Inhibits Diesel Particulate Filter Regeneration When Switch is Moved to ON While Engine is Running, Resets When Ignition is Turned OFF

ELECTRICAL SYSTEM 12-Volt, Standard Equipment

DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab

HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel

HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever

PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light

STARTER SWITCH Electric, Key Operated

STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector

TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature

WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever

WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted

WIRING, CHASSIS Color Coded and Continuously Numbered

CIGAR LIGHTER Includes Ash Cup

HORN, ELECTRIC (2) Disc Style

FOG LIGHTS Prewire; Includes Auxiliary Switch and Wiring to Front Bumper, for Driving Lights or Fog Lights Mounted by Customer

POWER SOURCE Cigar Type Receptacle without Plug and Cord

ALTERNATOR {Leece-Neville BLP4006HN} Brushless, 12 Volt, 325 Amp Capacity, Pad Mount, with Remote Sense

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BODY BUILDER WIRING Rear of Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/ Accessory Power/Ground and Sealed Connector for Stop/Turn

BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 2850CCA Total, Top Threaded Stud

SPEAKERS (2) 6.5" Dual Cone Mounted in Both Doors, (2) 5.25" Dual Cone Mounted in Both B-Pillars
ANTENNA for Increased Roof Clearance Applications

RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input

BATTERY CABLES with 36" of Extra Length Coiled and Strapped Near Battery Box

DATA RECORDER Includes Display Mounted in Overhead Console

STOP-LIGHT WIRING MODIFIED Stop-Lights Turned on When Engine Compression Brake, Exhaust Brake or Retarder is Activated

WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time

BATTERY BOX Steel, with Fiberglass Cover, 2-4 Battery Capacity, Mounted Left Side Perpendicular to Frame Rail, 53" Back of Cab

CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade

TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights

HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on

STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt, Less Thermal Over-Crank Protection

COURTESY LIGHT (4) Mounted In Front & Rear Map Pocket Left and Right Side

INDICATOR, LOW COOLANT LEVEL with Audible Alarm

ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, with Ignition "OFF" and any Door Opened

INDICATOR, BATTERY WARNING Green BATTERY ON Indicator, Mounted on Left Side of Instrument Panel, To be Used with Factory Installed or Customer Mounted Battery Disconnect Switch

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CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses

SWITCH, AUXILIARY Switch 40 amp Circuit for Customer Use; Includes Wiring Connection at Power Distribution Center (PDC) and Control in Cab

TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender

BATTERY DISCONNECT SWITCH 300 Amp, Disconnects Charging Circuits, Locks with Padlock, Cab Mounted

HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord

HEADLIGHTS Halogen

FENDER EXTENSIONS Omit

LOGOS EXTERIOR Model Badges, Shipped Loose, Located in Cab

LOGOS EXTERIOR, ENGINE Badge Shipped Loose

INSULATION, UNDER HOOD for Sound Abatement

GRILLE Stationary, Chrome

INSULATION, SPLASH PANELS for Sound Abatement

BUG SCREEN Mounted Behind Grille

FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV

GRILLE EMBER SCREEN Mounted to Grille and Cowl Tray to Keep Hot Embers out of Engine and HVAC Air Intake System

PAINT SCHEMATIC, PT-1 Single Color, Design 100

PAINT SCHEMATIC ID LETTERS "WK"

PAINT TYPE Base Coat/Clear Coat, 1-2 Tone

PAINT CLASS Single Custom Color

PROMOTIONAL PACKAGE Government Silver Package

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KEYS - ALL ALIKE, ID I-1003 Compatible with Z-001

CLUTCH Omit Item (Clutch & Control)

ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection

BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines

BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door

ENGINE, DIESEL {Cummins L9 350} EPA 2021, 350HP @ 2200 RPM, 1050 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 350 Peak HP (Max)

FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed

FAN Nylon

RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 SqIn, with 1167 SqIn Charge Air Cooler, Includes In-Tank Oil Cooler

DEAERATION SYSTEM with Surge Tank

HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps

RADIATOR HOSES Premium, Rubber

AIR CLEANER Dual Element

EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2022

THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel

FAN OVERRIDE Manual; with Electric Switch on Instrument Panel, (Fan On with Switch On)

ENGINE WATER COOLER {Sen-Dure} Auxiliary, For Use with Fire Trucks

CARB IDLE COMPLIANCE Engine Shutdown System Exempt Vehicles, Complies with California Clean Air Regulations

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CARB EMISSION WARR COMPLIANCE for Cummins L9 Engines

ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines

TRANSMISSION, AUTOMATIC {Allison 3000 EVS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor

TRANSFER CASE {Meritor MTC-4210} 2-Speed, 10,000 lb-ft Torque Rating, Less PTO Provision, Electric Over Air Control, with Lube Pump

OIL COOLER, AUTO TRANSMISSION {Modine} Water to Oil Type

TRANSFER CASE LUBE {EmGard 50W} Synthetic; 1 thru 14.99 Pints

TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission

OIL COOLER, TRANSFER CASE with Oil Coolant Lines Routed to Oil Cooler

TRANSMISSION OIL Synthetic; 29 thru 42 Pints

ALLISON SPARE INPUT/OUTPUT for Emergency Vehicle Series (EVS), Rescue, Ambulance, Package Number 170

SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming

PTO LOCATION Dual, Customer Intends to Install PTO at Left and/or Right Side of Transmission

AXLE, REAR, SINGLE {Meritor RS-26-185} Single Reduction, 26,000-lb Capacity, R Wheel Ends . Gear Ratio: 5.86

SUSPENSION, REAR, SINGLE 31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Multileaf Springs

SHOCK ABSORBERS, REAR (2)

AXLE, REAR, LUBE {EmGard FE-75W-90} Synthetic Oil; 40 thru 49.99 Pints

DEF TANK 9.5 US Gal (36L) Capacity, Frame Mounted Outside Left Rail, Under Cab

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FUEL/WATER SEPARATOR {Racor 400 Series} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine

FUEL TANK Top Draw, Non-Polished Aluminum, 26" Dia, 70 US Gal (265L), Mounted Left Side, Under Cab

AUXILIARY FUEL DRAW TUBE Located at Auxiliary Port on Fuel Tank

CAB Conventional 6-Man Crew Cab

AIR CONDITIONER with Integral Heater and Defroster

GAUGE CLUSTER Base Level; English with English Electronic Speedometer

GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/Refill for

GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure

WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary)

SEATBELT WARNING PREWIRE Includes Seat Belt Switches and Seat Sensors for all Belted Positions in the Cab and a Harness Routed to the Center of the Dash for the Aftermarket Installation of the Data Recorder and Seatbelt Indicator Systems, for 4 to 6 Seat Belts

GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission

GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} with Black Bezel, Mounted in Instrument Panel

IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster

SEAT, DRIVER {H.O. Bostrom Sierra Air 100} NFPA Compliant, Air Suspension, High Back, Vinyl with Covered Back and International Logo on Headrest, for Fire Truck

SEAT, PASSENGER {H.O. Bostrom Sierra Air 100} NFPA Compliant, Air Suspension, High Back, Vinyl with Covered Back, International Logo on Headrest, for Fire Truck

GRAB HANDLE, EXTERIOR (2) Chrome, Towel Bar Type, with Anti-Slip Rubber Inserts, for Cab Entry Mounted Left and Right Side at B-Pillar

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GRAB HANDLE, ADDITIONAL EXT (2) Chrome, Towel Bar Type, with Anti-Slip Rubber Inserts, Mounted Left and Right Side, Rear of Rear Doors, for Crew Cab

SEAT, REAR {National} BENCH; Full Width; Vinyl, with Fixed Back and Two Integral Outboard Headrests

MIRRORS (2) C-Loop, Power Adjust, Heated, LED Clearance Lights, Bright Heads and Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width Mirror Dimensions are Rounded to the Nearest 0.5"

SEAT BELT All Red; 4 to 6

CAB INTERIOR TRIM Classic, for Crew Cab

CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger

DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted

SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap

CAB SOUND INSULATION Includes Dash Insulator and Engine Cover Insulator

HOURLMETER, PTO for Customer Provided PTO; with Indicator Light and Hourmeter in Gauge Cluster Includes Return Wire for PTO Feedback Switch

CAB REAR SUSPENSION Air Bag Type

WINDOW, MANUAL (4) and Manual Door Locks, Front and Rear Doors, Left and Right

INSTRUMENT PANEL Flat Panel

ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Crew Cab

STEP, STANDARD, OMIT Driver & Passenger Sides, Omit Rear Steps for use with Crew Cab

WHEELS, FRONT {Accuride 42644} DISC; 22.5x8.25 Rims, Standard Polish Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs

WHEELS, REAR {Accuride 42644} DUAL DISC; 22.5x8.25 Rims, Standard Polish Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs

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(2) TIRE, FRONT 12R22.5 Load Range H HDR2+ (CONTINENTAL), 479 rev/mile, 75 MPH, Drive

(4) TIRE, REAR 12R22.5 Load Range H HDR2+ (CONTINENTAL), 479 rev/mile, 75 MPH, Drive

WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A

CAB SEATING AND WEIGHT ALLOWANCE

A warning label shall be installed in the cab to indicate seating positions for five (5) people. A weight allowance of 250 pounds shall be calculated for each person.

LABELS, STANDARD PACKAGE SET

A standard set of labels shall be provided and installed on the inside of chassis cab area. The labels shall contain the required information based on the applicable components for the apparatus.

DATA PLAQUE

A data plaque shall be provided and installed on the inside of the driver's door. The data plaque shall contain the required information based on the applicable components for the apparatus:

- Engine oil
- Engine coolant
- Chassis transmission fluid
- Drive axle lubricant
- Power steering fluid
- Pump, generator, or other component lubrications
- Other NFPA applicable fluid levels or data as required
- Paint manufacturer, type, and color number
- Tire Speed Ratings

Location shall be in the driver's compartment or on the driver's door.

DATA PLAQUE

A data plaque shall be provided and installed. The plaque shall contain the following information.

- Pump make and model
- GPM capacity rating
- Truck serial and production number
- Pump performance (specific GPMs at rated pressures with engine RPM)
- Governed engine RPM
- Pump gear ratio

WARNING LABEL -- NO RIDING ON REAR

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A warning label stating: "WARNING: DO NOT RIDE ON REAR STEP WHILE VEHICLE IS IN MOTION. DEATH OR SERIOUS INJURY MAY RESULT" shall be installed on the rear of the apparatus. The label shall be applied to the vehicle at the rear step area. The label shall warn personnel that riding in or on these areas, while the vehicle is in motion, is prohibited.

WARNING LABEL -- SEAT BELT USAGE

A warning label, stating: "WARNING CRASH HAZARD OCCUPANTS MUST BE SEATED AND BELTED WHEN VEHICLE IS IN MOTION..." shall be provided in the apparatus cab interior. This label shall be located so that it is visible from all seating positions.

LOUD NOISE WARNING LABEL

A final stage manufacturer shall install "hearing loss" potential warning labels on the vehicle in any areas or fixed equipment that produces excessive noise levels. (Exhaust outlet, sirens and air horns shall not be required for such equipment.)

AIR FILTER EMBER PROTECTION SCREEN WARNING LABEL

A warning label, stating: "THIS VEHICLE HAS AN AIR INTAKE EMBER SCREEN WHICH REQUIRES PERIODIC INSPECTION & CLEANING" shall be provided and installed in the apparatus cab interior.

FRESH AIR EMBER SEPARATOR WARNING LABEL

A warning label, stating: "THIS APPARATUS IS EQUIPPED WITH A CAB FRESH AIR INTAKE EMBER PROTECTION SCREEN. ROUTINE INSPECTION IS REQUIRED." shall be provided and installed in the apparatus cab interior.

WARNING LABEL -- DO NOT WEAR HELMET

A warning label, stating: "CAUTION: DO NOT WEAR HELMET WHILE SEATED" shall be provided in the apparatus cab interior. This label shall be located so that it is visible from all seating positions.

MANUFACTURER LOGO

The apparatus shall include a BME logo plaque which shall be affixed at the rear of the apparatus.

FRONT TOW PLATE

A horizontal full frame width, 3/4-inch thick steel plate, center pull, front tow eye shall be furnished and installed through or below the front bumper. The tow eye plate shall be triangle shaped extended 6 inches beyond the front bumper with a 3-inch X 4-inch rectangle tow eye.

The tow eye shall be braced and gusseted to prevent frame rail or bumper damage and bolted to the front frame rail web with eight (8) Grade 8 frame bolts and lock nuts.

The tow plate shall to be sprayed with black durabak.

FRONT RECEIVER

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There shall be one bolted 2" receiver hitch on the front of the apparatus. The receiver shall be mounted off set as to prevent towing use.

REAR RECEIVER

There shall be one bolted 2" receiver hitch on the rear of the apparatus. The receiver shall be mounted off set as to prevent towing use.

REAR BUSTLE

A single, frame mounted, 3-inch X 4-inch diameter, rear towing eye shall be provided. It shall be manufactured from $\frac{3}{4}$ -inch thick steel plate and bolted between the rear frame rail webs with a minimum of eight (8), four (4) on each side, SAE Grade 8 frame bolts and lock nuts.

The tow eye shall be braced and gusseted to prevent damage to the frame rails, bumper or apparatus body while being towed from various angles. Access to the tow eye shall be below the bumper and designed not to interfere with the required angle of departure. The bustle shall be painted job color.

BUMPER PLATFORM

The front bumper extended frame rails shall feature an overlay constructed of .125 inch, 5052 grade, aluminum deck bright which shall offer space for mounting components necessary to the apparatus. The bumper extension shall measure approximately sixteen (16) inches from the cab to the front face of the extension and shall be approximately eight (8) inches in height.

FRONT FRAME EXTENSION

The front frame rails shall be extended 16" ahead of the cab grill or fender area.

DRIVERS SIDE -- FRONT BUMPER COMPARTMENT

One (1) recessed hose storage compartment shall be installed in the drivers side of the bumper. The compartment shall be constructed of smooth aluminum. The floor of the compartment shall have drain holes provided.

CENTER -- FRONT BUMPER COMPARTMENT

One (1) recessed hose storage compartment shall be installed in the center front bumper. The compartment shall be constructed of smooth aluminum. The floor of the compartment shall have drain holes provided.

PASSENGER SIDE -- FRONT BUMPER COMPARTMENT

One (1) recessed hose storage compartment shall be installed in the passenger side of the bumper. The compartment shall be constructed from smooth aluminum. The floor of the compartment shall have drain holes provided.

BUMPER COMPARTMENT DOOR

An aluminum tread plate door shall be installed on the specified front bumper compartment. The non-skid surface door shall have a stainless steel hinge at the rear, latch, and hold open device installed.

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BUMPER COMPARTMENT NYLON HOLD DOWN STRAP

One (1) nylon strap with a buckle shall be installed on the specified front bumper compartment. The nylon strap shall act as a hold down mechanism for the hose in the compartment.

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One (1) nylon strap with a buckle shall be installed on the specified front bumper compartment. The nylon strap shall act as a hold down mechanism for the hose in the compartment.

BUMPER

There shall be an International 15 degree bumper installed on the apparatus.

BUMPER DISCHARGE SWIVEL STOPPER

There shall be a swivel elbow stopper installed just behind the front discharge(s).

BUMPER SIDE WINGS

The bumper shall have steel side wings.

FRONT BUMPER BEZEL

The center of the front bumper shall feature a bezel, the bezel shall trim out around the front tow plate and front Whelen Summit 30" lightbar.

FRONT BUMPER COLOR

The front bumper shall be painted job color.

FRONT BUMPER WINGS COLOR

The front bumper wings shall be painted job color.

AIR HORN

One (1) Buell brand, Model #1063 15" air horn shall be provided and mounted on the frame rail of the passenger's side frame, behind the bumper.

AIR HORN FOOT SWITCH

One (1) foot switch shall be provided and installed. The foot switch shall be located on the driver's side of the floor and shall activate the air horn system.

EXHAUST SYSTEM MODIFICATION

The chassis exhaust system shall be modified to exit on the passenger side of the apparatus ahead of the rear wheel.

EXHAUST HEAT WRAP

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The exhaust pipe shall be wrapped with heat wrap from the diesel particulate filter to just shy of the end of the tailpipe.

BUMPER BOX PROTECTIVE FLAP

The protective flap shall be a cut down mud flap installed on the rear edge of the front bumper to eliminate debris from being deposited on the top of the front bumper and in the hose boxes.

REAR MUD FLAPS

The chassis shall be supplied with mud flaps with BME's logo. The mud flaps shall be installed behind the rear wheels.

DRIVER SIDE CAB STEP

The apparatus shall be equipped with a chassis fuel tank and step area. The fuel tank and step area shall be located on the drivers side of the commercial chassis. The fuel tank shall be covered with aluminum tread plate.

DRIVER'S SIDE UNDER CAB COMPARTMENT

The apparatus shall be equipped with an enclosed stainless steel compartment located under the crew door on the drivers side of the cab. The compartment shall measure approximately 36" wide x 18" high x 21" deep with a hinged aluminum door and a D-ring style latch.

The doors shall be painted job color.

PASSENGER'S SIDE UNDER CAB COMPARTMENT

The apparatus shall be equipped with an enclosed stainless steel compartment located under the crew door on the passenger side of the cab. The compartment shall measure approximately 37" wide x 13" high x 22" deep with double hinged aluminum doors.

The doors shall be painted job color.

SLIDE TRAY

A 250# capacity slide tray shall be installed in the specified under cab compartment.

BRASS BOX SLIDE TRAY

The left under cab compartment shall have these additional items installed, a 10-gauge reinforced plain anodized aluminum sliding drawer-type tray with a 4-inch vertical flange on all sides to be utilized for the storage of nozzles and adapters.

The tray shall utilize the maximum available space within this compartment and have extra heavy duty 500 pound lock-in/lock-out roller glides with stops to prevent it from sliding all the way out and to hold it securely in place when the compartment door is opened or closed.

The brass box tray shall feature adjustable 16 section slotted 4-inch high "egg-crate" divider designed for vertical storage of various nozzles and adapters.

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CAB STEPS

Aggressive, extruded aluminum surfaces shall be installed on each of the cab steps areas. The outside edges of the specified step shall be provided with 2" x 1.5" x .250" extruded and knurled aluminum rub rails.

CAB DOOR REFLECTIVE PANELS

The cab doors shall include reflective trim installed inside each door.

REAR AIR RIDE SEATS

CAB SEATING

The apparatus shall be equipped with two (2) Bostrom Sentinel Air-100 EXT HBLX air ride seats. The seat(s) shall feature left and right arm rest, seat occupancy sensor, and a embroidered BME logo on the head rest.

CAB SEATING

The apparatus shall be equipped with two (2) Bostrom Sentinel Air-100 EXT HBLX air ride seats. The seat(s) shall feature left and right arm rest, seat occupancy sensor, and a embroidered BME logo on the head rest.

The specified seat(s) covers shall be dark grey vinyl.

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FRONT AIR RIDE SEATS

AIR TANK RELOCATION

The air tanks shall be relocated to the rear of the truck between the frame rails.

BATTERY RELOCATION

The chassis batteries are to be relocated to the passenger side of the chassis, below the rear cab door in a custom made under cab box.

UNDERHOOD LIGHTS

There shall be two (2) Tecniq LED light(s) installed under the hood of the chassis. Lights shall have local switching on the driver side under the hood.

AIR FILTER EMBER PROTECTION SCREEN AND WARNING LABEL

The chassis air intake shall be protected by an ember guard of 18 Mesh, 0.017-inch wire diameter, and a maximum mesh opening of 0.039 inches. The ember guard shall be sized to fit and located at the intake opening. The screen shall be readily accessible for inspection and maintenance. The ember guard shall maintain a minimum ½ inch separation from the air filter.

EMBER SEPARATOR -- FRESH AIR INTAKE TO CAB

The cabin air filter shall be protected by an ember guard with a maximum mesh opening of 0.039 inches.

EMBER SEPARATOR

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The final stage manufacturer shall install a stainless steel ember separator within the fire pump engine air intake system.

FUEL TANK SKID PLATE

A heavy duty removable skid plate shall be fastened to the bottom side of the fuel tank. The skid plate shall have the front and rear sides turned up to prevent digging into the ground when the apparatus is in off road conditions.

EXTERIOR CAB TRIM

A rubber debris skirt will be installed to prevent debris and embers from entering between the cab and frame. The debris skirt will be attached with a 12 gauge stainless steel trim piece the full length along the lower cab seam below the cab doors. The trim shall be fastened to the body seam with evenly spaced 10/32 stainless steel Phillips head machine screws and nylock nuts.

AIR, FUEL, ELECTRICAL LINE PROTECTION

All air lines, fuel lines and electrical harnesses below the chassis frame rails shall be protected with fire resistive sleeves.

FUEL TANK VENTING

The O.E.M fuel tank vent line shall be extended from the fuel tank and vented to the atmosphere. The vent line shall extend vertically from the tank to the bottom of the cab rear window and then bend 180 degrees towards the ground. A vent plug orifice (#60 drill size) shall be installed into the upper end of each line. No fuel tank roll over protection check valves shall be removed from the fuel system. Any chassis fuel system modifications shall be fully compliant CARB regulations, CVC and FMVSS.

All fuel vent lines shall be copper, steel, or Aeroquip hose, and shall be loomed, "grommeted", and firmly clamped in position to prevent chafing or damage and all synflex fuel hoses shall be wrapped with fire wrap lagging capable of withstanding temperatures in excess of 250°C.

The fuel tanks and lines shall be protected as necessary from exhaust heat through the use of heat shields or baffles. Use only metal fasteners, coated or insulated for maximum fuel line protection.

TIRE PRESSURE INDICATOR SYSTEM

There shall be a tire pressure indicator at each tire's valve stem on the vehicle that shall indicate if there is insufficient pressure in the specific tire.

FIRE PUMP SPECIFICATIONS

A Darley model JMP 500 GPM two stage fire pump shall be installed. Power to drive the pump shall be provided by the same engine used to propel the apparatus. The pump shall be equipped with a series-parallel changeover valve control on the pump panel.

Pump casing shall be a fine grain cast iron, with a minimum tensile strength of 30,000 PSI. Pump shall contain a

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cored heating jacket feature that, if selected, can be connected into the vehicle antifreeze system to protect the pump from freezing in cold climates, and to help reject engine heat from engine coolant, providing longer life for the engine. Seal rings shall be renewable, double labyrinth, wrap around bronze type.

The pump shaft shall be splined to receive broached impeller hubs, for greater resistance to wear, torsional vibration, and torque imposed by engine, as well as ease of maintenance and repair.

Bearings provided shall be heavy duty, deep groove, radial-type ball bearings. Sleeve bearings on any portion of the pump or transmission shall be prohibited due to wear, deflection, and alignment concerns. The bearings shall be protected at all openings from road dirt and water splash with oil seals and water slingers.

The impeller shall be a high strength bronze alloy, splined to the pump shaft for precision fit, durability, and ease of maintenance. Impeller shaft oil seals shall be constructed to be free from steel components except for the internal lip spring. The impeller shaft oil seals shall carry a lifetime warranty against damage from corrosion from water and other fire-fighting fluids.

The pump transmission case shall be heavy-duty cast iron with adequate oil reserve capacity to maintain low operating temperature. Pump ratio to be selected by the manufacturers engineering department. Gears shall be helical in design and precision ground for quiet operation and extended life. Gears to be cut from high strength alloy steel, ground, and carburized. Chain drive and/or design requiring extra lubricating pump is not acceptable.

Pump drive shaft shall be precision ground, heat-treated alloy steel, with a 1-3/8 spline. Gears shall be helical design, and shall be precision ground for quiet operation and extended life. The pump transmission shall require no further lubrication beyond that provided by the intrinsic action of the gears, to reduce the likelihood of failure due to loss of auxiliary lubrication.

PORTABLE PUMP

A Darley 1-1/2AGE 24K portable pump shall be provided on the apparatus. The unit shall have a liquid cooled, 24 HP, Kubota D902 diesel engine equipped with an electric start.

Pump Performance

20 gpm @ 310 psi
140 gpm @ 145 psi
180 gpm @ 80 psi

Diesel Engine

Kubota, D902 Diesel, water-cooled, 24 hp.

Fuel Supply

The engine shall be piped to the chassis fuel system with provisions to prevent fuel drain back to the tank when the engine is shutdown.

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Fuel Prime

A fuel re-prime pump shall be provided to assist in fuel delivery to the diesel engine from the chassis tank.

Lubrication

Pressure feed with spin-on filter.

Starter

12-volt electric wired into the chassis battery system

Exhaust

A spark arrestor shall be provided on the engine exhaust system.

Air Intake

An air cleaner shall be provided with easy access to remove the element.

An ember screen shall be provided on the inlet to the air cleaner.

The aux pump shall be capable of flowing water through the following discharges only.

- Front bumper discharges

- Front bumper monitor (if applicable)

- Booster hose reel

- Cross lay pre connect discharges

- Rear 1-1/2" discharge

MECHANICAL SEAL

The mechanical seal shall use silicon carbide mechanical seals with welded springs. The stationary face of our mechanical seals shall be made from silicon carbide, an extremely hard and heat dissipative material, which resists wear and dry running damage.

PUMP SHIFT NO PUMP AND ROLL

The pump transmission shall be engaged by a guarded toggle switch which will lock in both the road and the pump mode to ensure that accidental pump engagement or disengagement is avoided.

The main fire pump shift controls shall be mounted in the cab and identified as "PUMP SHIFT" and shall include a permanently inscribed pump shift instruction I.D. plate. The pump shift controls shall include indicating lights located on the in-cab and left pump panels that advise the operator that the pump shift has been completed and it is O.K. to pump.

The main pump shall be used for stationary pumping only. The main pump shall include a lock-out system that is interfaced with the apparatus electrical and parking brake systems and is designed to keep the main pump from being used in pump and roll operations.

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FIRE PUMP ANODE SYSTEM

The fire pump plumbing system shall be provided with anode system to reduce corrosion within the piping. The anode shall be bolt-in or screw-in type and easily replaceable.

DUAL DARLEY DELUXE PANELS

The auxiliary pump shall be controlled by a dual Darley, Deluxe panel set up. One panel shall be located on the pump panel and one panel shall be located in the cab console.

ELECTRIC PRIMER SPECIFICATIONS

A 12 volt electrically driven positive displacement fire pump primer system shall be installed. The priming pump shall be constructed of heat treated aluminum and hard coat anodized and shall not use oil in the operation. The system shall perform in compliance to applicable NFPA standards.

FIRE PUMP TEST

The fire pump shall undergo factory fire pump tests for a minimum of 30 minutes of continuous pump at rated capacity at rated net pump pressure prior to delivery of the completed apparatus. The complete pump test shall include a pressure control test, a priming system test, a vacuum test and a water tank to pump flow test. The factory pump testing results shall be furnished on delivery.

FIRE PUMP PTO AND DRIVELINES

A "Hot Shift" power-take-off shall be installed on the transmission PTO opening with the controls located in the chassis cab, with an AMBER warning light to note engagement. The drive shaft and universals shall be sized for intended usage and pump rating.

INTAKE DUMP VALVE

An Elkhart model #40/40 intake dump valve shall be provided and mounted on the suction side of the pump. The valve shall be preset from the factory at 125 psi. The discharge piping of the dump valve shall be a minimum of 2-1/2" diameter and shall terminate with a 2-1/2" male NST adapter. The excess water shall be discharged to the ground. A label shall be provided indicating: "DUMP VALVE DISCHARGE, DO NOT CAP".

PUMP COOLER

The fire pump shall be equipped with 1/4" cooling line from the discharge side of the main pump to the water tank.

This line will be designed to circulate water when the engine cooler valve is open and to maintain the pump/engine water temperature at a safe level. A check valve will be installed in the return line to ensure the ability to pull a vacuum during pumping operations.

This re-circulation line shall be controlled by a pump panel control valve with nameplate label noting it as the "pump cooler".

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THERMAL PUMP COOLER

The fire pump shall be equipped with an overheat protection device which monitors the temperature of the water inside the pump and relieves water when the temperature inside the pump exceeds 140 degrees Fahrenheit. The Waterous Model #OPM shall also have an warning light on the pump panel to provide additional protection in the event the temperature inside the pump continues to rise with the overheat protection valve open. The warning light and test button shall be mounted to a heavy polished casting that is mounted to the pump operator's panel.

MASTER PUMP DRAIN

One (1) Trident, multiple-port drain valve, fabricated from bronze, shall be provided and controlled at the pump operator's control panel. The valve shall be opened by turning a rotary hand wheel. The valve shall be plumbed to drain both the discharge and intake sides of the pump, the relief valve and other plumbing components as required.

The valve shall be placed as low as possible to provide proper drainage of the components plumbed to it. The valve shall be rated to 600 PSI minimum and suitable for daily valve actuation.

The intake shall be equipped with a South Park Corp. 3/4" Push-pull type drain valve mounted to the bottom of the valve.

The intake shall be equipped with a South Park Corp. 3/4" Push-pull type drain valve mounted to the bottom of the valve.

A Class 1 quarter-turn 3/4" drain and bleeder valve shall be installed on the discharge valve.

MAIN PUMP PLUMBING

The PTO main pump plumbing system shall utilize stainless steel piping incorporating hosing to allow for flex. The piping shall utilize TIG welding to provide a complete seal. Hard angles shall be avoided when possible to improve water flow characteristics. The piping shall utilize Victaulic couplers whenever possible to allow flex as the body module flexes.

Threaded sections of piping shall be avoided to reduce the leak potential of the system. Victaulic couplers shall be used in place of threading to reduce leak potential. Schedule 10 stainless steel piping shall be used for transport type piping. Schedule 40 stainless steel shall be used for areas requiring threading to provide a stable threading base. Brackets shall be installed to support threading locations thereby reducing the potential for leaks.

All hoses shall be connected directly to the tank due to the different flex ratios of the tank to body. Any front discharges, any rear discharges, and all cross lays shall use hose to reach the actual discharge. The use of hose shall be utilized due to the difference in flex or movement between the discharge location and the pump connection. Drain lines shall be provided at the lowest points in the plumbing system to allow for complete drainage. Bleeders shall be provided for all gauges to relieve pressure after use.

AUXILIARY PUMP PLUMBING

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The auxiliary fire pump plumbing system shall utilize stainless steel piping incorporating hosing to allow for flex. The piping shall utilize TIG welding to provide a complete seal. Hard angles shall be avoided when possible to improve water flow characteristics. The piping shall utilize Victaulic couplers whenever possible to allow flex as the body module flexes.

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One (1) Akron 8810 series swing-out style valve(s) shall be supplied and installed. All valves shall be designed to operate under normal conditions up to 500 PSI and shall have dual seats to work in both pressure and vacuum environments. All valves and controls shall be easily accessible for service, repair or replacement.

One (1) Akron 8820 series swing-out style valve(s) shall be supplied and installed. All valves shall be designed to operate under normal conditions up to 500 PSI and shall have dual seats to work in both pressure and vacuum environments. All valves and controls shall be easily accessible for service, repair or replacement.

Two (2) Akron 8820 series swing-out style valve(s) shall be supplied and installed. All valves shall be designed to operate under normal conditions up to 500 PSI and shall have dual seats to work in both pressure and vacuum environments. All valves and controls shall be easily accessible for service, repair or replacement.

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One (1) Akron 8825 series swing-out style valve(s) shall be supplied and installed. All valves shall be designed to operate under normal conditions up to 500 PSI and shall have dual seats to work in both pressure and vacuum environments. All valves and controls shall be easily accessible for service, repair or replacement.

One (1) Akron 8825 series swing-out style valve(s) shall be supplied and installed. All valves shall be designed to operate under normal conditions up to 500 PSI and shall have dual seats to work in both pressure and vacuum environments. All valves and controls shall be easily accessible for service, repair or replacement.

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One (1) Akron 8830 series swing-out style valve(s) shall be supplied and installed. All valves shall be designed to operate under normal conditions up to 500 PSI and shall have dual seats to work in both pressure and vacuum environments. All valves and controls shall be easily accessible for service, repair or replacement.

One (1) Akron 8820 series swing-out style valve(s) shall be supplied and installed. All valves shall be designed to operate under normal conditions up to 500 PSI and shall have dual seats to work in both pressure and vacuum environments. All valves and controls shall be easily accessible for service, repair or replacement.

The specified valve shall have a direct actuated 'local' control Akron Model TSC valve handle.

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The valve shall be equipped with a Thuemling manually operated pull rod, with quarter-turn locking feature.

The 3" valve shall be equipped with an air operated cylinder and control actuator installed on pump panel.

AUXILIARY PUMP EXHAUST SYSTEM

The auxiliary fire pump and engine assembly shall have a muffler and exhaust pipe. The exhaust pipe shall be directed out of the compartment and away from the pump operator. An additional guard shall be installed where the pipe is exposed to touch by an operator.

PRIMER ASSEMBLY

The auxiliary pump shall use the main pump primer to prime the pump. Primer control shall be located on the Darley aux pump control panel and shall utilize one primer for both pumps.

LOW PRESSURE PUMP SHUT-DOWN

If the fire pump runs out of water and the pressure decreases below 20 PSI, an automatic pressure switch shall detect the condition, and turn off the fire pump operation.

LOW OIL PRESSURE / HIGH TEMPERATURE PUMP SHUT-DOWN

If the fire pump has low oil pressure or high engine temperature, automatic pressure switches shall detect the condition, and the device shall turn off the fire pump operation. There shall be an override switch provided and

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installed on the operators pump panel to allow the system to be disabled when required.

AUXILIARY FUEL SYSTEM

The fuel system for the auxiliary fire pump shall be plumbed to the chassis fuel system. There shall be a separate fuel pickup tube mounted in the chassis fuel tank specifically for a separate engine driven pump assembly. There shall be an electric fuel pump with regulator and fuel hose furnished between the chassis fuel tank and the auxiliary pump.

AUXILIARY FIRE PUMP ELECTRIC START WIRING TO CHASSIS

Properly sized 12 volt positive and negative cables shall be provided from the chassis battery to the auxiliary fire pump.

AUXILIARY AND MAIN PUMP PLUMBING

The auxiliary fire pump shall be plumbed to the main pump discharge.

AUXILIARY PUMP OIL DRAIN EXTENSION

There shall be an oil drain extension installed on the auxiliary pump. This will allow for the engine oil to be drained without removing the auxiliary engine.

AUXILIARY PUMP COVER

A louvered hinged cover with suitable latches shall be provided over the pump and power unit assembly. The area around the assembly shall remain open for maintenance and air circulation and the radiator shall be located behind ventilated side sheet.

4" UNGATED INTAKE -- LEFT SIDE

One (1) 4" un-gated suction intake shall be installed on the left side pump panel to supply the fire pump from an external water supply. The threads shall be 4" NH male and equipped with a removable screen.

2-1/2" GATED INTAKE -- LEFT SIDE

One (1) 2-1/2" gated suction intake shall be recessed mounted on the left side pump panel to supply the fire pump from an external water supply. The valve shall be a quarter-turn ball valve with the appropriate handle and shall have 2-1/2" NH female thread.

2-1/2" GATED INTAKE -- RIGHT SIDE

One (1) 2-1/2" gated suction intake shall be recess mounted on the right side pump panel to supply the fire pump from an external water supply. The valve shall be a quarter-turn ball valve with the appropriate handle and shall have 2-1/2" NH female thread.

One (1) chrome brass 2-1/2" NH rocker lug plug with a securing chain or cable shall be installed on the intake.

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One (1) chrome brass 2-1/2" NH rocker lug plug with a securing chain or cable shall be installed on the intake.

One (1) chrome brass 4" NH rocker lug cap with a securing chain or cable shall be installed on the intake.

WATER TANK SUPPLY LINE TO FIRE PUMP

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A 3" water tank to pump line shall be installed, with a 3" full flow quarter turn ball valve and 3" piping. The line shall be equipped with a hump hose with stainless steel hose clamps and a 3" check valve to prevent pressurization of the water tank.

PUMP TO TANK

There shall be a pump to tank line provided from the discharge side of the pumps and plumbed to the top of the tank. The plumbing shall be 2-inch with a 2-inch Akron 8800 series 1/4-turn full flow ball valve, and shall be controlled at the left pump panel by a push/pull T-handle and linkage. The pump to tank shall be plumbed to flow water from both the main and auxiliary pumps

2-1/2" DISCHARGE LEFT SIDE -- FORWARD PUMP PANEL

One (1) 2-1/2" discharge shall be installed on the left side forward pump panel area controlled by a quarter turn ball valve with the appropriate handle. The discharge shall have 2-1/2" NH male hose threads, bleeder valve, and chrome brass cap, with a label adjacent the control handle.

2.5" DISCHARGE -- REAR LEFT

One (1) 2.5" discharge shall be installed on the rear left panel with controlled by a quarter turn ball valve. The discharge shall have 2.5" NH male hose threads and nameplate label adjacent the control handle.

2" DISCHARGE -- REAR RIGHT

One (1) 2" discharge shall be installed on the rear right panel, controlled by a quarter turn ball valve on pump panel. The discharge shall have 2" NPT x 1-1/2" NH male hose threads and nameplate label adjacent the valve control handle.

1-1/2" CROSSLAY DISCHARGES

Two (2) pre-connected 1-1/2" hose cross lays shall be installed over pump enclosure. One (1) each side. They shall be arranged in a single stack design with a divider in the center of the storage area. Each storage area shall extend from the side of the pump house to the center of the pump house. The dimensions shall be approximately 4-1/2" wide x 36" deep x 32" tall.

The crosslay hosebed shall be equipped with an aluminum diamond plate hinged cover and vinyl end flap enclosures on each side, installed in compliance with applicable NFPA #1901 standards. The cover shall be equipped with rubber bumpers and lift up handle on each end of the cover.

CROSSLAY EDGES

The crosslay side sheets shall be rolled on each side to act as a guide for the hose to come out of the tray.

The specified crosslay flaps shall be red.

1-1/2" BUMPER AREA DISCHARGE (LEFT SIDE)

One (1) 1-1/2" discharge, label, shall be provided at the driver's side of the front bumper extension. The discharge shall be plumbed with 2" flexible high pressure hose with reusable fittings or welded stainless steel

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pipe. The front bumper discharge shall be equipped with a 2" quarter turn ball valve. The discharge shall have a 90 degree full swivel elbow, terminating in 1-1/2" NST male threads, to allow the hose to be pulled in any direction without kinking.

1-1/2" BUMPER AREA DISCHARGE (RIGHT SIDE)

One (1) 1-1/2" discharge, labeled #3, shall be provided at the passenger's side of the front bumper extension. The discharge shall be plumbed with 2" flexible high pressure hose with reusable fittings or welded stainless steel pipe. The front bumper discharge shall be equipped with a 2" quarter turn ball valve. The discharge shall have a 90 degree full swivel elbow, terminating in 1-1/2" NST male threads, to allow the hose to be pulled in any direction without kinking.

2" ISOLATION VALVE

One (1) 2" inline valve, labeled, shall be provided to isolate the front bumper extension discharge piping in the case of a hose or piping failure. This valve shall normally be left in the open position. Control for this valve shall be through the use of a R1 handle, painted red, located at the valve.

One (1) chrome plated brass reducing adapter with a 2" swivel female NH x 1.5" male NH thread with rocker lugs shall be provided on the discharge.

Two (2) chrome plated brass reducing adapter with a 2" swivel female NH x 1.5" male NH thread with rocker lugs shall be provided on the discharge.

One (1) chrome plated brass 30 degree elbow with 1.5" swivel female NH x 1.5" male NH thread with rocker lugs shall be provided on the discharge.

(1) chrome plated brass 30 degree elbow with 2.5" swivel female NH x 2.5" male NH thread with rocker lugs shall be provided on the discharge.

(1) chrome plated brass 30 degree elbow with 2.5" swivel female NH x 2.5" male NH thread with rocker lugs shall be provided on the direct tank fill.

One (1) chrome plated brass 1.5" NH rocker lug cap with a securing chain or cable shall be installed on the discharge.

Two (2) chrome plated brass 1.5" NH rocker lug cap with a securing chain or cable shall be installed on the discharge.

One (1) chrome brass 2.5" NH rocker lug cap with a securing chain or cable shall be installed on the discharge.

One (1) chrome brass 2.5" NH rocker lug cap with a securing chain or cable shall be installed on the discharge.

HOSE REEL

One (1) Hannay aluminum hose reel Model #SBSEPF17-28-29-RT shall be installed. The reel shall have leak proof ball bearing swing joint, adjustable friction brake, electric 12 volt rewind and manual crank rewind provisions. The reel shall be plumbed with wire reinforced, high-pressure hose coupled with brass fittings. The reel shall be designed to hold 125% of the specified hose capacity.

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The reel shall be provided with a 12 volt electric motor of appropriate size for rewinding. The hose reel shall have provisions for being rewound manually. The pinion shaft for the manual rewind gear shall be equipped with an adjustable tension brake, controlled at the hose reel.

HOSE REEL MOUNTING

The hose reel shall be mounted over the pump enclosure.

Two (2) Cole Hersee #M-608 push button hose reel rewind controls shall be installed supplied and installed to rewind the hose reel. One (1) button shall be installed on the left pump panel and one (1) button shall be installed on the right panel.

HOSE REEL ROLLERS

The hose reel shall include one horizontal and two vertical chrome fairlead rollers. Two (2) additional sets of fair lead rollers shall be located on the auxiliary pump cover for guiding the hose across the top of the apparatus.

FOAM SYSTEM

A FoamPro electronic foam system shall be provided. The system shall be designed for use with Class A foam concentrate. The foam proportioning operation shall be designed for direct measurement of water flows and shall remain consistent within the specified flows and pressures. The system shall be capable of accurately delivering foam solution as required by applicable sections of the NFPA standards.

The system shall be equipped with a control module suitable for installation on the pump panel. There shall be a microprocessor incorporated within the motor driver that shall receive input from the system's flowmeter, while also monitoring the foam concentrate pump output. The microprocessor shall compare the values to ensure that the desired amount of foam concentrate is injected onto the discharge side of the fire pump. A "foam capable" paddlewheel-type flowmeter shall be installed in the discharge side of the piping system.

The control module shall enable the pump operator to:

- Activate the foam proportioning system
- Select the proportioning rates from 0.1% to 1.0%
- See a "low concentrate" warning light flash when the foam tank level becomes low and in two (2) minutes, if the foam concentrate has not been added to the tank, the foam concentrate pump shall be capable of shutting down.

A 12-volt electric motor driven positive displacement plunger pump shall be provided. The pump capacity range shall be 0.1 to 1.7 GPM (6.4L/min) at 200 PSI (13.8 BAR) with a maximum operating pressure up to 400 PSI (27.6 BAR). The system shall draw a maximum of 30 amps at 12 volts. The motor shall be controlled by the microprocessor which shall be mounted to the base of the pump. It receives signals from the control module and power the 1/3 horsepower (.25 Kw) electric motor in a variable speed duty cycle to ensure that the correct proportion of concentrate is injected into the water stream.

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A full flow check valve shall be provided in the discharge piping to prevent foam contamination of the fire pump and water tank. A 5 PSI (.35 BAR) opening pressure check valve shall be provided in concentrate line.

Components of the complete proportioning system as described above shall include:

- Operator control module
- Paddlewheel flowmeter
- Pump and electric motor/motor driver
- Wiring harnesses
- Low level tank switch
- Foam tank
- Foam injection check valve
- Main waterway check valve
- Flowmeter and tee with 2" male NPT threads.

The foam system shall be installed and calibrated to manufacturer's requirements. In addition the system shall be tested and certified by the apparatus manufacturer to applicable NFPA standards.

The foam system design shall be tested and pass environmental testing in accordance to SAE standards.

An installation and operation manual shall be provided for the unit. The system shall have a one (1) year limited warranty by the foam system manufacturer.

The FoamPro 1600 Series foam system shall be provided with a control cable from the controller to the foam pump assembly.

The FoamPro 1600 Series foam system shall be provided with a standard pump panel mounted FoamPro control head.

A FoamPro brass flowmeter shall be provided. The flowmeter shall be installed in the "foam capable" discharge line. The flowmeter shall have maximum accuracy between the flow range of 15 GPM and 520 GPM and be capable of operation between 5 GPM to 625 GPM. The tee shall have NPT and Victaulic inlet and outlets connections.

A FoamPro instruction and system rating label shall be provided. The label shall display information for a FoamPro 1600 Series foam system and shall meet applicable sections of the NFPA standards.

A FoamPro foam system schematic label shall be installed on the pump panel near foam controls. The label shall be a diagram of the FoamPro 1600 series foam system layout and shall meet applicable sections of the NFPA standards.

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FOAM SYSTEM OUTLETS

The following discharges shall have foam distributed to them.

- Front bumper discharges
- Front bumper monitor (if applicable)
- Pump house crosslay pre connects
- Booster hose reel
- Rear 1-1/2" discharge

FOAM SYSTEM CAB CONTROL

A FoamPro on-off control switch shall be installed in the cab console.

FOAM UPLOAD SYSTEM

There shall be a Hale EZ Foam upfill system supplied and installed on the apparatus.

PUMP MODULE ENCLOSURE

The PTO fire pump enclosure shall be a separate unit from the body unit and shall be attached and supported at the chassis frame rails. This module shall allow for independent flexing of the pump enclosure from the body, chassis, and tank, and shall permit quick removal. The module shall have Polypro mounting pads and shall be attached to the frame rails. The pump module shall also house the auxiliary pump and hose reel mounted up above the plumbing. The bolt-on pump enclosure support structure shall be constructed of steel tubing.

The pump enclosure shall be approximately 27" front to rear, 72" right to left, and 60" high.

The top portion above the pump panel (operators side), and above the pump house compartment (right hand side) shall have an stainless steel overlay. The overlay shall contour around the front and rear of the pump module approx 3" and extend down the outer edges of the module on both sides left and right to the bottom of the module. On the front of the pump house module there shall be an ALDP overlay that extends from left to right along the top approx 8" tall.

There shall be polished stainless steel bezels around panel mounted discharge and intake valves, they will be removable for ease of service.

PUMP ENCLOSURE RUNNING BOARD

Both the drivers and passenger side shall be equipped with a side running board a minimum of 12" deep. The running board shall extend along the width of the pump enclosure from the forward end of the body module to behind the chassis cab. The exterior edge of the running board shall be constructed of a non-slip aggressive surface, supported by the pump enclosure framework, and bolted in place with stainless steel fasteners. The outside edges of the specified step shall be provided with 2" x 1.5" x .250" extruded and knurled aluminum rub rails.

PUMP ACCESS SERVICE DOOR -- UPPER LEFT SIDE

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The upper left side of the side mount pump enclosure shall be provided with a pump service access door. The hinged door shall be constructed of stainless steel powder coated satin black, with push button type lever latches for service access.

PUMP PANELS

The pump panels shall be constructed of stainless steel, bolted to the pump enclosure with stainless steel fasteners. The operators side pump panel shall be powdercoated satin black, while the right side panel shall be brushed stainless steel.

MASTER PUMP DISCHARGE AND INTAKE GAUGES

The specified gauge shall feature a drain located at the gauge inlet to help prevent freezing. The drain shall be a twist open and close type.

MASTER INTAKE PRESSURE GAUGE

One (1) master intake pressure gauge shall be provided on the operator's panel. The gauge shall be a Span brand, or equivalent, 30-0-150 PSI graduated, with a minimum diameter of 4-1/2", backlit for nighttime operations and silicone liquid filled to prevent condensation inside the gauge and to dampen the movement.

The gauge housing shall be constructed of Zytel nylon with a 1/4" NPT brass male fitting centrally located on the rear of the housing. The gauge shall be filled with low-temperature liquid with an operating range of -40 to +150 degrees Fahrenheit, which prevents bouncing of the readout needle and provides for an accuracy rating of 3% or 1" hg on the vacuum side and 5% or 15 PSI on the pressure side of the gauge.

MASTER DISCHARGE PRESSURE GAUGE

One (1) master discharge pressure gauge shall be provided on the operator's panel. The gauge shall be a Span brand, or equivalent, 0-600 PSI graduated, with a minimum diameter of 4-1/2", backlit for nighttime operations and silicone liquid filled to prevent condensation inside the gauge and to dampen the movement.

The gauge housing shall be constructed of Zytel nylon with a 1/4" NPT brass male fitting centrally located on the rear of the housing. The gauge shall be filled with low-temperature liquid with an operating range of -40 to +150 degrees Fahrenheit, which prevents bouncing of the readout needle and provides for an accuracy rating of 5% or 15 PSI on the pressure side of the gauge.

TEST TAPS

Test taps for pump intake and pump pressure with name plate labels shall be provided on the pump instrument panel.

Gauge(s) shall include internal, back-lit 12 volt lighting. Replaceable, White, LED bulb in a water-resistant holder.

Gauge(s) shall include internal, back-lit 12 volt lighting. Replaceable, White, LED bulb in a water-resistant holder.

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Gauge(s) shall be supplied with a white dial face with black lettering and black gauge marks.

Gauge(s) shall be supplied with a white dial face with black lettering and black gauge marks.

Gauge bezel shall be Chrome in color.

Gauge bezel shall be Chrome in color.

PRESSURE GOVERNOR and ENGINE MONITORING DISPLAY

Fire Research PumpBoss series PBA401-D00 pressure governor and monitoring display kit shall be installed. The kit shall include a control module, intake pressure sensor, discharge pressure sensor, and cables. The control module case shall be waterproof and have dimensions not to exceed 6 3/4" high by 4 5/8". The control knob shall be 2" in diameter with no mechanical stops, have a serrated grip, and a red idle push button in the center. It shall not extend more than 1 3/4" from the front of the control module. Inputs for monitored engine information and outputs for engine control shall be on the J1939 databus. Inputs from the pump discharge and intake pressure sensors shall be electrical.

The following continuous displays shall be provided:

- Engine RPM; shown with four daylight bright LED digits more than 1/2" high

- Check engine and stop engine warning LEDs

- Engine oil pressure; shown on a dual color (green/red) LED bar graph display

- Engine coolant temperature; shown on a dual color (green/red) LED bar graph display

- Transmission Temperature; shown on a dual color (green/red) LED bar graph display

- Battery voltage; shown on a dual color (green/red) LED bar graph display

- Pressure and RPM operating mode LEDs

- Pressure / RPM setting; shown on a dot matrix message display

- Throttle ready LED.

The dot-matrix message display shall show diagnostic and warning messages as they occur. It shall show monitored apparatus information, stored data, and program options when selected by the operator. All LED intensity shall be automatically adjusted for day and night time operation.

The program shall store the accumulated operating hours for the pump and engine to be displayed with the push of a button. It shall monitor inputs and support audible and visual warning alarms for the following conditions:

- High Battery Voltage

- Low Battery Voltage (Engine Off)

- Low Battery Voltage (Engine Running)

- High Transmission Temperature

- Low Engine Oil Pressure

- High Engine Coolant Temperature

- Out of Water (visual alarm only)

- No Engine Response (visual alarm only).

The program features shall be accessed via push buttons located on the front of the control module. There shall be a USB port located at the rear of the control module to upload future firmware enhancements.

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The governor shall operate in two control modes, pressure and RPM. No discharge pressure or engine RPM variation shall occur when switching between modes. A throttle ready LED shall light when the interlock signal is recognized. The governor shall start in pressure mode and set the engine RPM to idle. In pressure mode the governor shall automatically regulate the discharge pressure at the level set by the operator. In RPM mode the governor shall maintain the engine RPM at the level set by the operator except in the event of a discharge pressure increase. The governor shall limit a discharge pressure increase in RPM mode to a maximum of 30 psi. Other safety features shall include recognition of no water conditions with an automatic programmed response and a push button to return the engine to idle.

The pressure governor and display shall be programmed to interface with a Cummins engine.

WATER TANK GAUGE

One (1) Fire Research TankVision model WLA300-A00-S20 tank gauge shall be installed on the pump panel. The water tank indicator kit shall include an electronic indicator module, a pressure sensor, and a 10' sensor cable. The indicator shall show the volume of water in the tank on nine (9) easy to see super bright LEDs.

CAB MOUNTED -- WATER TANK GAUGE

One (1) Fire Research brand, Model WLA205-A00 tank level gauge, shall be provided on the cab center console, within view of the driver's seating position, to monitor the water tank liquid level. The gauge shall indicate the water tank liquid level on an LED bar graph display, and shall be wired in common with the sensor circuit for the pump operator's panel-mounted gauge.

The specified level gauge shall be active anytime the chassis battery switch is turned on.

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The specified level gauge shall be active anytime the chassis battery switch is turned on.

CLASS A FOAM TANK GAUGE

One (1) Fire Research brand, Model WLA360-A00 tank level gauge shall be provided on the pump operator's panel to monitor the foam concentrate storage tank level. The gauge shall indicate the foam concentrate storage tank liquid level on an LED bar graph display.

CAB MOUNTED -- CLASS A FOAM TANK GAUGE

A Fire Research TankVision model WLA265-A00 miniature foam tank gauge shall be installed in the cab. The miniature foam tank indicator shall show the volume of Class A foam concentrate in the tank on five (5) easy to see super bright LEDs. A wide view lens over the LEDs shall provide for a viewing angle of 180 degrees.

NOMENCLATURE PLATES

The apparatus shall be equipped with color coded labels. The labels shall be furnished for discharges, intakes, and for other controls and indicators. All labels shall be in English format.

MIDSHIP PUMP PANEL LIGHTS -- DRIVERS SIDE

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There shall be three Tecniq brand LED lights installed under a stainless steel light shield mounted above the pump panel. The two outer lights shall be operated by a panel mounted switch, while the middle light will only be activated upon pump engagement.

MIDSHIP PUMP PANEL LIGHTS -- PASSENGER SIDE

There shall be one Tecniq brand LED light installed under a stainless steel light shield mounted above the pump panel. The light shall activate upon pump engagement.

One (1) of the pump panel lights shall illuminate at the time the fire pump is engaged.

PUMP ENCLOSURE WORK LIGHTS

Two (2) LED work lights shall be installed in the pump enclosure. The work lights shall have clear lenses and shall have a control switch.

DESIGN AND SCOPE OF WILDLAND BODY

The body shall be designed and constructed of commonly available structural components for ease of repair and maintenance. The body shall be of a modular design with the body structure independent of the chassis frame rails. The body module shall be mounted to the chassis frame rails utilizing a unique double spring mounting system for flexibility and durability over the lifetime of the apparatus. The fabrication of the body shall be of welded construction to withstand the rigors of fire service use.

The body shall be designed to incorporate and support the tank, hose bed, compartments, and all other equipment intended to be stored in or mounted to the body module. The body skeleton and compartment framework shall be designed of tubular members for increased strength and stress resistance. There shall be no sheet metal or extrusions utilized in the foundation or structural components of the body module due to their critical role in assuring lifetime durability, functionality and usability.

BODY FRAMEWORK

The entire body framework shall be fabricated from steel tubing. The body framework shall be a completely welded unit, forming a connected, stable frame for strength, longevity and providing the skeleton of the body module. The internal upright members of the framework shall act as support for the top layer of the body module. The external upright members shall act as an exoskeleton providing form and support for compartments while acting as the external surfaces of the module. The framework shall define the compartment openings and provide a rigid mounting location for all compartments and doors.

The foundation cross-members shall be placed perpendicular to the chassis frame rails in the wheel well area extending the full width of the body and shall be constructed of 3 inch high x 2 inch wide x .25 inch tubing. The foundation members parallel to the chassis frame rails shall be constructed of 3 inch square x .25 inch tubing and shall connect the foundation cross members and extend the full length of the body.

All tank support cross members shall be placed to support the water tank as per the tank manufacture's recommendation. These supports shall be constructed of 3 inch high x 2 inch wide x .25inch steel tubing. The tank support angles shall be constructed of 4 inch x 4 inch x .25 inch thick angles and shall be placed at the tank

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sides parallel to the chassis frame rails to provide lateral support for the tank and protection from debris from the wheels.

The internal upright supports for top layer components shall be placed to provide support for all components located on the top layer of the body module and shall be constructed of steel tubing measuring 2 inch square x .25 inch wall thickness. All front to rear connecting members shall be 3 inches high x 2 inches wide x .125 inch wall thickness and shall be placed in between the interior upright support members to provide rigidity, stability and support to all top layer components. All gussets shall be constructed of 2 inches high x 3 inches wide x .25 inch thick plate which shall be placed on the top and bottom of the foundation cross members where they intersect with the exterior members.

BODY MOUNTING SYSTEM

The mounting assembly shall be designed to isolate and protect the body module from vibration and twisting stresses imparted by the flexing of the chassis frame rails. The body module shall employ spring loaded body mounting assemblies. Each two piece mounting assembly shall be designed to positively position the body on the frame rails while allowing lateral and forward or aft movement. Mounting assemblies shall be placed forward and rearward of the rear axle as necessary to provide a strong and stable mounting of the body module

Each mounting assembly shall consist of a “male” upper mounting bracket and a “female” lower mounting bracket. The upper mounting brackets shall be fabricated from .25 inch thickness steel plate, with .250 inch painted steel lower mounting brackets. The upper mounting brackets shall be welded directly to the foundation connecting members. The lower mounting brackets shall be bolted to the exterior side facing surface of the chassis frame rails.

The mounting brackets shall be aligned and connected by two (2) 5/8 inch diameter grade 8 bolts equipped with compression springs. The springs shall be of the appropriate tension rating for the weight requirements of the body module. The mounting assembly shall be designed to completely eliminate sheering forces on the mounting bolts.

The foundation connecting members shall be placed on top of the chassis frame rails for added strength and stability. The foundation members shall be isolated from the steel chassis frame rails by .25 inch thickness steel plates which have .5 inch thick 80 durometer rubber pads vulcanized to the bottom surface of each plate. The steel plates shall be welded to the bottom of the foundation, doubling as additional gussets at foundation cross member joints.

COMPARTMENT FLOOR, RECESSED

Each compartment shall feature a recessed floor, sufficient enough so the lip of the compartment shall prevent compartment contents from sliding easily from the compartment when parked on side hills.

BODY MATERIAL

All materials utilized shall be of the correct type, alloy, and thickness to withstand the intended usage and provide protection against cracking, corrosion or metal fatigue. The body compartments shall be fabricated

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using 14 gauge steel for most compartments unless otherwise stated. Any use of proprietary parts or materials in the construction of the body shall be unacceptable, due to potential delays or difficulties in an unlikely event of future repairs or when service becomes necessary.

All external upright supports for integral compartments shall incorporate a second set of upright supports constructed of 3 inch wide x 2 inch deep x .250 inch wall thickness and shall be located outboard of the internal upright supports to provide a rigid structure for the compartments to be mounted to. The compartment openings shall be constructed of 3 inch high x 2 inch wide x .125 inch wall thickness cross members and shall be placed in between the external upright supports to define the openings of all enclosed body compartments again, providing a rigid mounting location for compartments.

COMPARTMENTATION

All compartments shall be constructed of 14 gauge E.G. steel welded for strength and shall be sealed from the elements. The compartments shall be attached to the steel superstructure only, in order to maintain a truly modular design. Each compartment shall feature a smooth edges and surfaces from the walls to each weld without burs or sharp edges in the material.

DRIVER'S SIDE BODY COMPARTMENTS

COMPARTMENT D1

One compartment shall be provided on the driver's side of the apparatus body above the rear wheels. This compartment shall span from just behind the pump panel to the back of the rear wheel well quarter panel. The compartments approximate "clear door opening" is 51" wide by 39" high with a variable depth of 13.5/23".

COMPARTMENT D2

One full height compartment shall be provided on the driver's side of the apparatus body aft of the rear wheels. This compartment shall span from behind the rear wheel well quarter panel to the rear of the body in width and from the top of the body to the rub rail in height. The compartments approximate "clear door opening" is 34" wide by 58" high with a variable depth of 13.5"/22.5".

PASSENGER SIDE BODY COMPARTMENTS

COMPARTMENT P1

One compartment shall be provided on the passenger's side of the apparatus body above the rear wheels. This compartment shall span from just behind the pump panel to the back of the rear wheel well quarter panel in width and from the top of the body side to the wheel well in height. The compartments approximate "clear door opening" is 51" wide by 39" high with a depth of 12".

COMPARTMENT P2

One compartment shall be provided on the passenger's side of the apparatus body aft of the rear wheels. This compartment shall span from behind the rear wheel well quarter panel to the rear of the body in width and from below the walkway to the rub rail in height. The compartments approximate "clear door opening" is 34" wide by 58" high with a variable depth of 12"/22".

BACK BODY COMPARTMENTS

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COMPARTMENT B1

One compartment shall be provided at the back of the apparatus body, below the hose bed and above the tailboard. This compartment shall span just center of the tank. The compartments approximate "clear door opening" is 27" wide by 34" high with a depth of 25".

PUMP HOUSE COMPARTMENT (PH1)

There shall be a compartment located on the upper passenger side of the pump house. The compartment dimensions shall be approximately 21" wide x 23" high x 12" deep.

PUMP HOUSE COMPARTMENT (PH2)

There shall be a compartment located on the lower passenger side of the pump house. The compartment dimensions shall be approximately 11.5" wide x 18" high x 18" deep.

SLIDE-IN REAR LADDER COMPARTMENT - PASSENGER SIDE

The rear passenger side of the apparatus body shall have a vertically mounted slide-in ladder storage compartment. The compartment shall be **capable** of storing one (1) *20-foot three-section Duo Safety model #912 ladder, one (1) *backboard minimum dimensions 72" L x 16" W x 2" H (Ferno "Najo Light NB5500" or similar), one (1) *8-foot long pike pole and one (1) *5-foot digging bar, one (1) *8-foot rubbish hook, *New York Roof Hook with locking pins to secure each item.

*Items are to be purchased by the end user.

SLIDE-IN REAR SUCTION HOSE COMPARTMENTS

Two (2) suction hose storage compartments will be located above the side storage compartments on both sides of the apparatus. The compartments will hold a combined total of three (3) eight (8) foot sections of four (4) inch hard suction hose and strainer.

Both compartments will be capable of holding two (2) eight (8) foot sections of hose if needed. Each compartment will have a stainless steel painted hinged door on the rear of the compartment. Each compartment door will have a locking positive latching door latch.

TOP COMPARTMENT TC1

The hose bed shall be provided with a compartment down the center of the hosebed. The top compartment shall have a one piece aluminum treadplate cover. Approximate "clear door opening" dimensions shall be 13" wide by 75" deep and 16" high.

PAINTED ALUMINUM PANEL

There shall be a smooth aluminum panel bolted to the rear of the center top storage box.

WHEEL WELL PANEL CONSTRUCTION

The outer wheel well panel shall be galvanized steel of the same gauge as compartment construction and an

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integral part of the overall body design. The exterior wheel well area shall be painted to match the body.

WHEEL WELL LINERS

Wheel well liners designed to protect the body from impact resulting from road debris thrown by the tires shall be installed. The removable liners shall be constructed from UHMW material to encompass the entire inner wheel well area. The liners shall be secured with stainless steel threaded fasteners.

REAR WHEEL FENDERETTES

Polished stainless steel fenderettes shall be installed at each rear wheel opening. The fenderettes shall be positioned outside of the wheel well panel to cover the tire area that extends past the body. The fenderettes shall be secured with stainless steel threaded fasteners.

DRIVERS SIDE BODY -- SCBA CYLINDER STORAGE PROVISIONS

A storage area for an SCBA cylinder shall be provided in the forward area of the driver's side wheel well. Dimensions shall be 8" diameter x 26" deep.

DRIVERS SIDE BODY -- SCBA CYLINDER STORAGE PROVISIONS

A storage area for an SCBA cylinder shall be provided in the rearward area of the driver's side wheel well. Dimensions shall be 8" diameter x 26" deep.

The SCBA door shall be a Cast Products door.

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The SCBA door shall have a non-locking lever latch.

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The SCBA cylinder storage tube shall be made from plastic. There shall be rubber matting to cushion the bottle glued into the tube.

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PASSENGER SIDE BODY -- SCBA CYLINDER STORAGE PROVISIONS

A storage area for an SCBA cylinder shall be provided in the forward area of the passenger's side wheel well. Dimensions shall be 8" diameter x 26" deep.

PASSENGER SIDE BODY -- SCBA CYLINDER STORAGE PROVISIONS

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A storage area for an SCBA cylinder shall be provided in the rearward area of the passenger's side wheel well. Dimensions shall be 8" diameter x 26" deep.

SCBA CYLINDER STRAPS

There shall be a 1" nylon tether installed to secure the bottle in the storage tube.

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There shall be a 1" nylon tether installed to secure the bottle in the storage tube.

RUB RAILS, CLEARANCE LIGHTS, AND REFLECTIVE TAPE

The sides of the lower body area fore and aft of the wheel well area shall be provided with 2" x 1.25" x .250" extruded aluminum rub rails, with end caps or angled corners.

FRONT OF BODY -- PROTECTIVE SURFACE

The entire front of the apparatus body shall include a protective surface, constructed of aluminum tread plate material.

FRONT CORNERS OF BODY -- PROTECTIVE SURFACES

The front corners of the apparatus body shall include a protective surface installed. The surface shall be constructed of polished stainless steel material.

REAR BODY PANELS

The entire rear of the apparatus body shall be painted apparatus color.

OUTER REAR BODY PANELS -- PROTECTIVE COVERING

The rear outer panels of the body shall have protective surfaces installed on the corners. The protective covering shall be constructed of polished stainless steel material.

TOP OF BODY COMPARTMENTS -- PROTECTIVE SURFACES

The top of the side compartments shall have a protective surfaces installed. The surface shall be constructed of aluminum tread plate material.

ANODIZED ALUMINUM DRIP RAIL

All enclosed compartment doors shall be provided with an aluminum drip rail above the doors.

COMPARTMENT VENTILATION

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A minimum 2-inch single “Weber” style polished stainless steel swivel vent with four (4) ¼-inch vent holes shall be provided. These vents shall have a stainless steel center bolt to lock the vent in either the open or closed position and be located in the compartment walls. All vents will contain fire resistant filters to minimize dust entering the compartment.

COMPARTMENT VENTILATION

A minimum 2-inch single “Weber” style polished stainless steel swivel vent with four (4) ¼-inch vent holes shall be provided. These vents shall have a stainless steel center bolt to lock the vent in either the open or closed position and be located in the compartment walls. All vents will contain fire resistant filters to minimize dust entering the compartment.

COMPARTMENT VENTILATION

A minimum 2-inch single “Weber” style polished stainless steel swivel vent with four (4) ¼-inch vent holes shall be provided. These vents shall have a stainless steel center bolt to lock the vent in either the open or closed position and be located in the compartment walls. All vents will contain fire resistant filters to minimize dust entering the compartment.

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COMPARTMENT FLOOR DRAIN

The compartment shall be provided with rear corner floor drains to the underside of the body.

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ALUMINUM – COMPARTMENT DOOR, HINGED OVERLAP

One (1) single, vertically hinged door shall be provide and fabricated from aluminum. The frame of the door shall be constructed of 1.75” x 1.75” x .125” aluminum tubing to prevent corrosion and provide structural support. The spacing created by the frame tubing shall filled with Styrofoam for added support, dent resistance, insulation and noise reduction. The exterior surface shall be .125” aluminum for durability. The interior surface shall be .080” aluminum. There shall be no mechanical fasteners, such as bolt heads or rivets on the inside or outside of the doors.

The exterior of the door shall overlap the opening of the compartment. A .75” lip shall be constructed around the opening of the compartment and the exterior of the door. A rubber seal shall be installed on the .75” lip on both the compartment and the door to provide for a double seal against water and dust. A rain gutter shall be mounted above the door creating a third layer of water protection.

The door shall be designed utilizing a D-ring style latch system. A 6” stainless steel D-ring latch, large enough to accommodate a gloved hand, shall be mounted on the exterior of the door. A stainless steel bezel shall be installed to house and protect the D-ring locking mechanism. The easily serviced bezel shall be mounted utilizing stainless steel screws. The D-ring locking mechanism shall be a double catch design. The first catch shall engage to secure the door in the event of improper closure. The second catch shall seal the door from water and other elements once the door has been properly closed.

The door shall be mounted using a stainless steel piano style hinge and a .25” diameter hinge pin for stability. The vertical hinge shall be mounted to the body frame with threaded inserts and stainless steel screws to preserve functionality and ease of maintenance in the event of damage.

Gas struts shall be utilized to hold the door in the open position and to prevent the door from slamming during closing. The gas struts shall be mounted directly to the door with a stainless steel bracket assembly for stability and ease of maintenance. The gas struts shall be mounted to the interior of the compartment with a fully adjustable assembly.

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The exterior of the compartment doors and the door frames shall be painted to match the body in quality and tone. The interior surface shall not be painted, it shall be sanded utilizing a dual orbital technique.

ALUMINUM – COMPARTMENT DOOR, HINGED OVERLAP

There shall be five (5) double, vertically hinged sets of doors fabricated from aluminum and installed on the apparatus body. Each door shall feature exterior surfaces which overlaps the opening of the compartment. The exterior surface shall be .125" aluminum for durability and damage resistance. The interior surface shall be .080" aluminum for structural support and overall appealing appearance of the compartment. The frame of the doors shall be constructed of 1.75" x 1.75" x .125" aluminum tubing to prevent corrosion and provide structural support. The spacing created by the frame tubing shall be filled with Styrofoam for added support and dent resistance, temperature insulation, and noise reduction.

A .75" lip shall be constructed around the opening of the compartment and the exterior of the door. A rubber seal shall be installed on the .75" lip of both the compartment and the door to provide for a double seal against water and dust. A rain gutter shall be mounted above the latch type door for an added third layer of water protection.

The doors shall be designed utilizing a D-ring latch system. A 6 inch stainless steel D-ring latch, large enough to accommodate a gloved hand, shall be mounted on the exterior of the door to allow the door to seal and fasten in the closed position. A stainless steel bezel shall be installed to house and protect the D-ring locking mechanism. The easily serviced bezel shall be mounted utilizing stainless steel screws for added stability of the mechanism and ease of maintenance in the event of damage. The D-ring locking mechanism shall be of a double catch design. The first catch shall engage to secure the door in the event of improper closure. The second catch will seal the door to water and other elements once the doors has been properly closed.

The doors shall be mounted with a stainless steel hinges with .25" diameter hinge pin for stability. The vertical hinges shall be mounted to the body frame with threaded inserts and stainless steel screws to preserve functionality with use or age and ease of maintenance in the event of damage.

Gas struts shall be utilized to hold the door in the open position and to prevent the door from slamming during closing. The gas struts are mounted directly to the door with a stainless steel bracket assembly for stability and ease of maintenance. The gas struts shall be mounted to the interior of the compartment with fully adjustable assembly for ease of adjustment and maintenance while increasing stability.

A polished stainless steel scuff guard shall be installed on the bottom of the compartment opening to prevent damage and wear to the paint and finish of the body module due to the removal and storage to equipment in the compartment.

The exterior of the compartment doors and the door jambs shall be painted to match the body in quality and tone. The interior of the door shall not be painted due to lack of exposure and inherent resistance to corrosion. The interior of the door shall be sanded utilizing a dual orbital technique. The sanding shall provide for a

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smooth, regular, scratch free surface on the interior of the door. The exterior skin to door frame joining seam shall be caulked and painted to provide a moisture proof seal.

ALUMINUM TREADPLATE DOOR

This compartment shall feature an embossed aluminum diamond plate lid. The lid shall be bare embossed aluminum diamond plate.

COMPARTMENT SILL PLATE

The compartment shall feature a polished stainless steel sill plate protecting the painted surface of the compartment when items are accessed.

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The specified door(s) shall have a Polished stainless-steel D-ring door handle.

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The specified door(s) D-ring handles shall be equipped with manual key door locks keyed to use the 1250 key.

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DOOR LATCH

The specified hinged door(s) shall be equipped with a sealed, black lever latch(es). Latch(es) shall be non-locking style.

REAR STEP

The rear bumper shall be made from aluminum diamondback grip strut. The design of the grip strut shall allow for no debris or dust buildup and will allow for easy clean out with just water.

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The step shall be of a three piece design each section to operate independently during body and chassis flexing. The step will be full body width by a minimum 8-inch deep stand off type. When mounted, the loaded rear departure angle will be no less than 22 degrees.

The drop step will have locking positions to allow for up position storage and rear compartment door opening access. The drop step will incorporate a stop in the down position to prevent movement when in use.

AUXILIARY FIXED STEP -- DRIVERS SIDE REAR

Three (3) Cast Products 8" square cast aluminum auxiliary step(s) shall be provided. The step shall be installed on the rear drivers side of the body.

AUXILIARY FIXED STEP -- PASSENGER SIDE REAR

Three (3) Cast Products 8" square cast aluminum auxiliary step shall be provided. The step shall be installed on the rear passenger side of the body.

HANDRAILS

One (1) knurled type non-slip handrail, approximately 18" in length, shall be vertically installed.

HANDRAILS

Two (2) knurled type non-slip handrail, approximately 42" in length, shall be vertically installed.

HANDRAILS

Two (2) knurled type non-slip handrail, approximately 12" in length, shall be horizontally installed.

HANDRAILS

Two (2) knurled type non-slip handrail, approximately 18" in length, shall be horizontally installed.

HANDRAILS

One (1) knurled type non-slip handrail, approximately 60" in length, shall be horizontally installed.

HOSE BODY CONSTRUCTION SPECIFICATIONS

The hose bed side sheets and floor shall be constructed from aluminum material. The hosebed shall provide two separate hose beds one on the left and one on the right side of the top loaded center dunnage. The hose body shall be free of sharp corners, bolts, or other obstructions that may catch hose and other equipment.

HOSE STORAGE BRACKETS

Two (2) I-Zone hose brackets shall be provided on the rear of the apparatus body, rear-facing, one (1) on each side of the body. Approx length of the I-zone pole shall be 24".

ALUMINUM HOSEBED GRATING

The hose bed compartment deck shall be constructed entirely from maintenance-free, extruded aluminum slats. The slats shall feature an anodized, contoured, ribbed top surface. The slats shall be of widths approximately

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3/4" high x 4.5" wide and shall be welded into a one-piece grid system to prevent the accumulation of water and allow ventilation to assist in drying hose.

HOSEBED REAR ENCLOSURE

A vinyl end skirt with three (3) straps, and large quick release buckles (minimum 2-inch) shall be installed on each hose bed cover. Quick release buckles and nylon tie down straps shall be attached to the end skirts. The end skirts will be weighted at the bottom end with a full width flat strip of metal sewn into the hem of the skirt. The end skirts, straps, buckles, etc. will be exposed to direct sun light and shall be protected against UV rays.

ALUMINUM HOSEBED COVER

Two (2) separate aluminum tread plate hose bed covers shall be installed, 1/8-inch aluminum alloy diamond plate reinforced with a 1/8-inch aluminum alloy hat section as needed to support walking on the hose bed covers. The covers shall be hinged on the outboard side using full length polished stainless steel hinges with a minimum 3/8-inch pin and 1-inch joint length and installed to avoid any hindrance in walking on hose bed covers.

The hose bed covers shall have full length handrails installed along the rear lip and one (1) additional grab handle mounted on the top side of the covers and two (2) mechanisms on each cover to assist with opening and closing of the hose bed covers. Each hose bed cover shall have a mechanism to hold the hose bed cover in the open position and will be substantial enough to prevent accidental closing in extreme wind conditions.

The covers shall be reinforced so that they will support the weight of a person walking on the cover and shall be sloped to the outboard side of the apparatus to aid in water run-off.

The flaps shall be red in color.

WATER TANK SPECIFICATIONS

A United Plastics Fabricating (UPF), 500 gallon booster tank (Poly Tank) shall be fabricated from a minimum of .500" polypropylene complete with a minimum of .375" polypropylene internal full height baffles that are raised 4" off the tank floor for maximum water flow between baffles. In addition, provisions for the main pump outlet, direct tank filler inlet, a pump to tank filler/churn valve inlet, a back pump filler outlet, a fitting for an electronic water level gauge sensor and clean outs for manual tank flushing shall be provided. The tank shall be structurally reinforced and restrained to prevent deformities or damage to the tank or apparatus body during stressed off road operations. The booster tank shall be a rectangular design, and shall be capable of being completely removable from the body without cutting or bending of any components. The tank and cradle assembly shall be mounted to the chassis frame in strict accordance to the tank manufacturer's installation guidelines.

The water tank shall be constructed of polypropylene, nitrogen-welded and tested inside and out. The tank manufacturer shall define the floor, top, sides, ends, and baffles material thicknesses. The tank shall carry a lifetime warranty. The water tank shall be manufactured by United Plastic Fabrication.

The transverse and longitudinal swash partitions shall be interlocked and welded to each other as well as to the walls of the tank. The partitions shall be designed and equipped with vent holes to permit air and liquid movement between compartments. The .cover shall be recessed .375" from the top of the side walls. Hold down

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dowels shall extend through and be welded to both the covers and the transverse partitions, providing rigidity during fast fill operations. Drilled and tapped holes for lifting eyes shall be provided in the top area of the water tank.

The water tank manufacturer shall certify the capacity of the water tank prior to delivery of the apparatus. This capacity shall be recorded on the manufacturer's record of construction and the certification shall be provided to the purchaser when the apparatus is delivered. Tank construction shall conform to applicable NFPA standards.

The water tank shall be configured in a rectangular style with consistent widths on the sides from top to bottom.

TANK FILL AND OVERFLOW PROVISIONS

The water tank shall have a combination vent and manual fill tower. The fill tower shall be fabricated from 1/2" polypropylene and shall have a minimum outer perimeter dimension of 8" x 8". The tower shall have a 1/4" thick polypropylene screen and a polypropylene hinged cover. Inside the fill tower, halfway down from the top, shall be fastened a vent overflow pipe. The vent overflow shall be fabricated from Schedule 40 polypropylene pipe, with a minimum I.D. of 4". The vent overflow shall be designed to run through the tank interior and shall be designed to exit the water tank interior behind the rear wheels.

The tank cover shall be fabricated from 1/2" thick polypropylene and shall incorporate a three-piece design which allows for the removal of each individual cover section for inspection or repair of the tank interior, if necessary. The tank cover shall be recessed 3/8" from the top of the tank sides and shall be welded to both the sides and the longitudinal baffles. Each of the three cover sections shall have hold downs to assist in keeping the cover rigid under fast filling conditions. These hold downs shall consist of 2" polypropylene dowels, spaced a maximum of 30" apart, fitted and then welded to the transverse partitions. The dowels shall extend through the cover sections and be welded to them. Two of the dowels shall be drilled and tapped to accommodate the tank lifting eyes.

The sump shall have a minimum dimension of 8" x 6" with a 3/4" thick bottom. On all tanks with a bulkhead suction inlet, a 3" Schedule 40 polypropylene pipe sweep shall be provided from the front of the tank to the sump location. The sump shall have a threaded plug located at the bottom of it for a tank drain and clean out.

There shall be two standard tank outlets: one for the tank to pump suction line, which shall be a minimum of a 3" NPTF coupling, and one for a tank fill line, which shall be a minimum of a 1-1/2" NPTF coupling. All tank fill couplings shall be backed with flow deflectors to break up the stream of water entering the tank.

The water tank shall rest on the body subframe cross members, which shall be spaced a maximum of 22" apart. The tank shall be insulated from those cross members by hard rubber insulators, with a minimum thickness of 1/4", glued and mechanically fastened to the cross members to protect the tank from direct contact with the steel body subframe. The tank shall be designed on a free-floating suspension principle and shall not require the use of additional hold downs. The tank shall be completely removable without disturbing or dismantling the apparatus body structure.

VENT AND OVERFLOW

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The fill tower shall incorporate a vent and overflow system shall be designed into the water tank. The system shall include a 3" diameter PVC pipe that functions both as an air vent while emptying the tank and as an overflow when filling the tank. The overflow shall discharge excess water below the frame rails of the vehicle.

TANK SUMP AND DRAIN PROVISIONS

A one (1) cubic foot (minimum) polypropylene sump, with anti-swirl baffles shall be provided. The sump shall be located as close to the center of the tank floor as the chassis cross members, and differential driveline will allow.

One (1) 3-inch or 4-inch National Pipe Thread (NPT) outlet and plug shall be provided in the sump floor for flushing of the tank. A 1½-inch drain valve shall be provided in the tank sump for flushing of the booster tank. The valve will be located as to provide for adequate clearance from cross members and differential during extreme twisting motions of the chassis and buildup

The sump shall also be provided with a 1-inch NPT outlet for the back pump filler hose.

Due to space constraints, it may be necessary to locate the main pump suction outlet in the tank sump for maximum water usage. The main pump suction tube will be of an adequate size to supply the main pump with enough water to meet pump ratings.

A minimum 3-inch direct tank fill NPT inlet and internal manifold shall be provided on the left rear of the tank. If the direct tank fill inlet is located on the rear tank wall, the inlet manifold shall pass through the first baffle and feature a turn down to eliminate any possible damage to the tank or baffles while filling the tank.

WATER TANK DRAIN PROVISIONS

A 3" plugged drain provision shall be installed in the bottom of the water tank, sump, or plumbing for water tank draining and the flushing-out of debris.

DIRECT TANK FILL - REAR DRIVERS SIDE

A valve for direct filling of the tank shall be supplied. The 1/4 turn valve shall be configured with 2-1/2" NH female threads, debris screen, threaded plug with retention chain and lever handle. The valve shall be located on the drivers side rear of the apparatus.

BACK PACK FILL SYSTEM

There shall be one (1) back pack fill system provided and installed on the lower area of the pump panel. The valve plumbing shall be 3/4" I.D. hose.

CLASS A FOAM TANK SPECIFICATIONS

The Class A foam tank shall have a capacity of 20 gallons. The foam tank shall be manufactured by UPF and have a lifetime warranty.

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The tank shall be equipped with a positive sealing pressure/vacuum vent type cap, a low foam concentrate sensor that turns off the foam pump at a pre-set level, a visual sight gauge, an easily accessible brass or stainless steel drain valve located at the lowest point of the foam tank and an accessible brass or stainless steel cleanable strainer installed in the supply line from the foam tank to the foam pump.

The foam tank shall be mounted on a removable sub-structure. The tank will have a positive tie down. The tie down will allow for easy removal of the foam tank.

The foam tank will have two (2) quarter turn brass or stainless shut off valves at the pump supply and fill lines to allow for the removal of the tank without loss of foam. The float switch harness and the foam concentrate supply and fill lines shall have connections located adjacent to the tank to facilitate foam tank removal.

FOAM TANK FILL AND VENTING PROVISIONS

The foam concentrate tank shall be provided with a fill pipe having a volume of not less than 2 percent of the total tank volume. The filler opening shall be capped with a sealed air-tight threaded cover. The fill opening shall be designed to incorporate a removable screen and shall be located so that foam concentrate from a five (5) gallon container can be dumped into the tank.

The foam tank filler shall be equipped with a pressure/vacuum vent that enables the tank to compensate for changes in pressure or vacuum when filling or withdrawing foam concentrate from the tank. The pressure/vacuum vent shall not allow atmospheric air to enter the foam tank except during operation or to compensate for thermal fluctuations. The vent shall be protected to prevent foam concentrate from escaping or directly contacting the vent at any time. The vent shall be of sufficient size to prevent tank damage during filling or foam withdrawal.

A color coded label or visible permanent marking that reads "CLASS A -- FOAM TANK FILL" shall be placed at or near the foam concentrate tank fill opening. An additional label shall be placed at or near any foam concentrate tank fill opening stating the type of foam concentrate the system is designed to use.

Any restrictions on the types of foam concentrate that can be used with the system shall also be stated, along with a warning message that states "WARNING: DO NOT MIX BRANDS AND TYPES OF FOAM."

A 3/4" diameter connection, piping, and gate type valve shall be installed for the foam tank for draining purposes.

ADJUSTABLE UNISTRUT

Adjustable Uni-Strut equipment mounting tracks shall be installed inside the compartment with two (2) channels on the left wall and two (2) channels on the right wall. The tracks shall be positioned to provide support for equipment mounting. The length of the tracks shall be sized to allow for optimum use of the compartment interior.

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AJUSTABLE UNISTRUT

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Adjustable Uni-Strut equipment mounting tracks shall be installed inside the compartment with two (2) horizontal channels on the back wall of the compartment.

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ADJUSTABLE SHELF

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There shall be (1) adjustable shelf installed; and the shelf shall be constructed of .125" thick smooth aluminum plate and be mounted in the specified compartment with double bolt aluminum shelf brackets. The shelf shall have a broken front edge, and a broken rear edge for added strength and reinforcement.

ADJUSTABLE SHELF

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500# ROLL OUT TRAY

There shall be one (1) 500# capacity roll out tray(s) provided and installed in the specified compartments. The tray(s) shall be constructed of .188" smooth aluminum with a 2" lip on all four sides. The tray(s) shall roll fully out of the compartment, and shall be equipped with a locking device to hold the tray in both the in and out positions.

ALUMINUM ON BACK WALL OF COMPARTMENT

There shall be a 3/16" aluminum panel mounted to the back wall of the compartment for the purpose of mounting equipment. The equipment mounting board shall be mounted to unistrut.

No compartment floor grating shall be provided in specified compartment.

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No shelf grating shall be provided on the specified shelf.

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BUMPER COMPARTMENT GRATING

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The specified bumper compartment shall be fitted with removable interlocking vinyl Dri-Dek grating. This material shall be resistant to heat, cold, ultra-violet radiation, mechanical impacts, chemical actions and is corrosion resistant.

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The specified Dri-Deck grating shall be black in color.

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The straps shall be black in color.

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12 VOLT ELECTRICAL SPECIFICATIONS

The following describes the low voltage electrical system on the apparatus including all panels, electrical components, switches and relays, wiring harnesses and other electrical components. The apparatus manufacturer shall conform to the latest Federal DOT standards, current automotive electrical system standards, and the applicable requirements of the NFPA 1906.

Wiring shall be stranded copper or copper alloy conductors of a gauge rated to carry 125 percent of the maximum current for which the circuit is protected. Voltage drops shall not exceed 10 percent in all wiring from the power source to the using device. The wiring and wiring harness and insulation shall be in conformance to applicable SAE and NFPA standards. The wiring harness shall conform to SAE J-1128 with GXL temperature properties. Exposed wiring shall be run in a loom with a 290 degree Fahrenheit rating. Wiring looms shall be properly supported and attached to body members. Electrical conductors shall be constructed in accordance with applicable SAE standards, except when good engineering practice requires special construction.

All wiring connections and terminations shall provide positive mechanical and electrical connections and be installed in accordance with the device manufacturer's instructions. When wiring passes through metal panels, electrical connections shall be with mechanical type fasteners and rubber/plastic grommets.

Wiring between cab and body shall be split using Deutsch type connectors or enclosed in a terminal junction panel allowing body removal with minimal impact on the apparatus electrical system. Connections shall be insulated with heat shrink crimp-type tubing to resist moisture and foreign debris such as grease and road grime. Weather resistant connectors shall be provided throughout the system.

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Electrical junction or terminal boxes shall be weather resistant and located away from water spray conditions. When required, automatic reset breakers and relays shall be housed in the main body junction panel.

There shall be no exposed electrical cabling, harnesses, or terminal connections located in compartments, unless enclosed in an electrical junction box or covered with a removable electrical panel. Wiring shall be secured in place and protected against heat, liquid contaminants and damage and shall be uniquely identified at least every six inches (6") by color coding or permanent marking with a circuit function code and identified on a reference chart or electrical wiring schematic per requirements of applicable NFPA 1906 standards.

Low voltage protective devices shall be provided for the electrical circuits. The devices shall be accessible and located in required terminal connection locations or weather resistant enclosures. Over current protection devices shall be automatic reset type suitable for electrical equipment and meet SAE standards. All electrical equipment, switches, relays, terminals, and connectors shall have a direct current rating of 125 percent of maximum current for which the circuit is protected. Electro-magnetic interference suppression shall be provided in the system as required in applicable SAE standards.

The electrical system shall include the following:

Electrical terminals in weather exposed areas shall have a non-conductive grease or spray applied. All terminal plugs located outside of the cab or body shall be treated with a corrosion preventative compound.

All electrical wiring shall be placed in a protective loom or be harnessed.

Exposed connections shall be protected by heat shrink material and sealed connectors.

Large fender washers shall be used when fastening equipment to the underside of the cab roof and all holes made in the roof shall be caulked with silicone.

Electrical components installed in exposed areas shall be mounted in a manner that will not allow moisture to accumulate inside.

A service loop shall be provided behind an electrical appliance to allow them to be pulled away from mounting area for inspection and service work.

Upon completion of the vehicle and prior to delivery, the apparatus shall be electrically tested and the electrical testing, certifications, and test results shall be submitted with delivery documentation per requirements of NFPA 1906.

ELECTRICAL WIRING HARNESS

The electrical system shall be divided into separate harnesses. The individual harness shall be connected with Deutsch type quick connectors. The wiring and appliances shall be protected by automatic reset type circuit breakers.

CUSTOM FABRICATED CONSOLE OPTION 1

Nacogdoches Fire Department

Siddons-Martin Emergency Group

A custom fabricated electrical console and enclosure shall be located between the driver's and the officer's seating positions. The console lid shall be hinged at the front of the console with a single flat aluminum plate lid. The rear portion shall have a compartment with a hinged lid with non locking thumb latch, the compartment floor shall be removable to provide an area to mount equipment. There shall be two ventilation ports at the bottom of the console one on the front wall and one on the side wall, the console shall have two (2) 12 volt fans to exhaust the hot air from the console. There shall be 12 volt power points and 5v USB plugs on the left and right side of the back wall and one of each on the front side of the console. The console shall house all of the electronic controls and modules to operate the apparatus.

REAR CENTER CONSOLE

There shall be a center console located between the rear bucket seats. The rear console shall feature a recessed top storage area with a single front drawer.

CUP HOLDER

The console shall have two (2) cup holders installed. Exact location to be determined at the preconstruction meeting.

BATTERY SWITCH - MASTER DISCONNECT

A battery cutoff switch shall be provided in the cab within easy reach of the driver; by the chassis manufacturer. The switch shall be rated for 300 amps.

BATTERY CHARGER

A Kussmaul Autocharge 1000 PLC, model #091-215-12, automatic battery charger shall be provided. The battery charger shall be wired to the 12 volt battery system. The unit shall be mounted in a clean, dry area accessible for service and/or maintenance. It shall be wired to the specified shore power receptacle. Included in the package is a Kussmaul Super 20 Auto Eject Deluxe with built in bar graph display. Mounting location shall be determined in pre-con

The specified auto eject cover shall be red.

IDENTIFICATION LIGHTS

All LED identification lights shall be installed on the vehicle as required by applicable highway regulations.

LICENSE PLATE MOUNTING AND LIGHT

A predrilled backing plate and LED light shall be installed on the rear for mounting of the license plate.

STOP AND TAIL LIGHTS

Two (2) Whelen Model #M62BTT, 4" x 6" LED stop and tail lights with red lenses shall be provided. The light shall be furnished with a optic polycarbonate lens for maximum light spread and furnished with a 6" wire pigtail.

TURN SIGNALS

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Two (2) Whelen M62T light heads shall be installed on the apparatus. The light heads shall feature an amber lens with sequential chevron arrow, with multi flash pattern.

BACK-UP LIGHTS

Two (2) Whelen M-Series M62BU, 4" x 6" rear LED back-up lights shall be installed.

TAILLIGHT BEZELS

Two chrome (2) Whelen M Series housings shall be installed at the rear of the apparatus for four (4) Whelen M-Series stop-tail-turn-backup and warning lights.

Stop, Tail, Turn Lights, Whelen M Series, Package

MAP LIGHT

One (1) Havis Shields #C-MAP-T-LED 12" LED map light, 12 volt, with a gooseneck arm an on-off switch located on the base of the light shall be installed on the dashboard.

FRONT BUMPER -- GROUND LIGHTS

There shall be two (2) Tecniq E10, LED ground light(s) installed under the front bumper.

CAB GROUND LIGHTS

There shall be four (4) Tecniq E10, LED ground lights installed under the cab door(s).

GROUND LIGHTS - PUMP PANEL

There shall be two (2) Tecniq E10, LED ground lights installed under the pump panel running board(s).

GROUND LIGHTS - UNDER REAR STEP

There shall be two (2) Tecniq E10, LED ground lights installed under the rear step area.

The ground lights shall be activated when parking brake is set, or the transmission is placed into park (where applicable).

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HOSEBED -- AREA LIGHTS

(4) Tecniq E10 lights shall be provided and installed on hosebed door(s).

PIONEER MICRO

There shall be two (2) Whelen Pioneer Micro lights provided and installed on the apparatus.

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The lights shall be located:

- Two located under the middle steps on the back of the apparatus. They shall be operated by the "Rear Scene" switch located on the Whelen siren controller

PIONEER FLOOD/SPOT SURFACE MOUNT LIGHTHEAD

Four (4) Whelen Pioneer Plus™ Model # PCPSM1C shall be provided and installed on the apparatus. The light head shall have a chrome housing.

WHELEN SCENE LIGHT

One (1) Whelen, Pioneer Summit 30" light bar shall be provided and installed in the center cutout in the front bumper.

The scene lights shall be activated by individual buttons or switches on the cab center console. Left, right, and rear scene light controls.

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The specified Whelen M6 lights shall be equipped with chrome plastic flange type light bezel mountings.

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COMPARTMENT LIGHTING

One (1) Code 3 800 Series Corner LED lights shall be installed in the specified compartment(s).

COMPARTMENT LIGHTING

One (1) Code 3 800 Series Corner LED lights shall be installed in the specified compartment(s).

LIGHTING

The specified compartment shall have no compartment lighting.

LIGHTING

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COMPARTMENT LIGHTING

The specified compartment shall have two (2) vertical Code 3 800 series lights installed.

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COMPARTMENT LIGHTING

Nacogdoches Fire Department

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The specified compartment shall have two (2) vertical Code 3 800 series lights installed.

COMPARTMENT LIGHTING

The specified compartment shall have two (2) vertical and one (1) horizontal Code 3 800 series lights installed.

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DOOR AJAR SENSOR

The Specified door(s) shall feature a magnetic proximity switch to indicate when the compartment door is ajar.

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DOOR OPEN WARNING LIGHT

The door ajar warning system shall be separated into four zones, a Front, Left, Right, and Rear zone. Each zone shall have an individually labeled warning light and also activate an audible alarm. The door ajar lights and audible alarm shall activate only when the apparatus parking brake has been released.

COMPARTMENT LIGHT / DOOR SWITCH

The interior compartment light shall be automatically controlled by a door activated "On-Off" switch. The switch shall be tied to the door ajar system also.

COMPARTMENT LIGHT / DOOR SWITCH

The interior compartment light shall be automatically controlled by a door activated "On-Off" switch. The switch shall be tied to the door ajar system also.

RADIO ANTENNA INSTALLATION

There shall be four (4) radio antenna installed on the apparatus and routed to the cab center console.

RADIO PRE-WIRE

There shall be a radio pre-wire provided in the cab center console. The prewire shall consist of a battery hot, battery switched, and a ground source.

12 VOLT POWER SOURCE

There shall be three (3) 12 volt plug-in utility power connection(s) rated at 20 amps provided and installed in the cab console.

12 VOLT POWER SOURCE

There shall be two (2) 12 volt plug-in utility power connection(s) rated at 20 amps provided and installed in the cab console.

USB CHARGING PORT

Three (3) USB charging port(s) shall be installed in the cab of the truck for the fire departments accessory devices. The USB charging port shall have two (2) USB connections and shall have a 5 volt, 4.8A output with Intelligent Device Recognition capabilities.

USB CHARGING PORT

Nacogdoches Fire Department

Siddons-Martin Emergency Group

Two (2) USB charging port(s) shall be installed in the cab of the truck for the fire departments accessory devices. The USB charging port shall have two (2) USB connections and shall have a 5 volt, 4.8A output with Intelligent Device Recognition capabilities.

The specified power source shall be wired to the switched battery circuit.

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BACK UP ALARM

One (1) solid state back up alarm shall be provided at the rear of the apparatus. The back up alarm shall be wired to the reverse circuit of the transmission, and shall provide an audible alarm to the rear of the apparatus when reverse gear is selected. The alarm shall have a volume of 87 to 112 db while in operation.

HEADLIGHT FLASHER

The headlights shall be set to alternate flash (Wig-Wag).

The wig wag shall be triggered by the siren controller slide switch position 3.

ELECTRONIC SIREN

A Whelen CenCom Core C399 electric siren and lighting control module shall be installed.

WHELEN CORE CONTROL HEAD

There shall be a Whelen model CCTL7 control head supplied with the Cencom Core system. It features a 3 section control head with 21 push buttons, and a 4 position slide switch.

WHELEN CORE WECANX TRAFFIC ADVISOR MODULE

There shall be a Whelen model CTA Traffic Advisor module interfaced with the Cencom Core system.

SIREN SPEAKER

One (1) Whelen Model #SA315P siren speaker shall be provided. The 100 watt siren speaker shall be designed in a black nylon composite housing with 123 decibel rating.

ZONE A FRONT UPPER -- LIGHTBAR

One (1) Whelen Model # TB0DDDD Cenator series WeCanx light bar shall be installed on the apparatus. The lightbar shall feature the following:

- Eight forward facing RED/WHT LIN6 lights
- Two forward facing LED take down lights.
- A left and right facing LED take down light.
- Two rear facing LED take down lights.
- Four corner RED/WHT LIN6 lights.
- Two rear facing amber LIN6 lights.

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ZONE A -- LOWER FRONT WARNING LIGHTS

Two (2) Whelen M6 Series Model # M6D warning light shall be provided. The warning light shall incorporate Linear Super-LED® and Smart LED® technology. The M6D configuration shall consist of 18 red Super-LEDs and a red optic polycarbonate lens. The lens/reflector assembly shall be sealed and resistant to water, moisture, dust, and other environmental conditions. The hard coated lens shall provide extended life/luster protection against UV and chemical stresses. The M6D light shall include a split design including red and white LEDs, with a clear lens.

ZONE B AND D-- FRONT INTERSECTION

Two (2) Whelen M6 Series Model # M6RC warning light shall be provided. The warning light shall incorporate Linear Super-LED® and Smart LED® technology. The M6RC configuration shall consist of 18 red Super-LEDs and a clear optic polycarbonate lens.

The lens/reflector assembly shall be sealed and resistant to water, moisture, dust, and other environmental conditions. The hard coated lens shall provide extended life/luster protection against UV and chemical stresses.

ZONE B AND D LOWER MID-BODY WARNING LIGHTS

Two (2) Whelen M6 Series Model # M6RC warning light shall be provided. The warning light shall incorporate Linear Super-LED® and Smart LED® technology. The M6RC configuration shall consist of 18 red Super-LEDs and a clear optic polycarbonate lens.

The lens/reflector assembly shall be sealed and resistant to water, moisture, dust, and other environmental conditions. The hard coated lens shall provide extended life/luster protection against UV and chemical stresses.

ZONE B AND D-- UPPER SIDE REAR WARNING LIGHTS

Two (2) Whelen M6 Series Model # M6RC warning light shall be provided. The warning light shall incorporate Linear Super-LED® and Smart LED® technology. The M6RC configuration shall consist of 18 red Super-LEDs and a clear optic polycarbonate lens.

The lens/reflector assembly shall be sealed and resistant to water, moisture, dust, and other environmental conditions. The hard coated lens shall provide extended life/luster protection against UV and chemical stresses.

ZONE C -- UPPER REAR WARNING LIGHTS

Two (2) Whelen M6 Series Model # M6K warning light shall be provided. The warning light shall incorporate Linear Super-LED® and Smart LED® technology. The M6K configuration shall consist of 18 Super-LEDs and a clear optic polycarbonate lens.

The lens/reflector assembly shall be sealed and resistant to water, moisture, dust, and other environmental conditions. The hard coated lens shall provide extended life/luster protection against UV and chemical stresses. The M6K light shall include a split design including red and amber LEDs, with a clear lens

ZONE C- LOWER REAR WARNING LIGHTS

Nacogdoches Fire Department

Siddons-Martin Emergency Group

Two (2) Whelen M6 Series Model # M6RC warning light shall be provided. The warning light shall incorporate Linear Super-LED® and Smart LED® technology. The M6RC configuration shall consist of 18 red Super-LEDs and a clear optic polycarbonate lens.

The lens/reflector assembly shall be sealed and resistant to water, moisture, dust, and other environmental conditions. The hard coated lens shall provide extended life/luster protection against UV and chemical stresses.

REAR TRAFFIC ADVISOR, EIGHT (8) L.E.D. LAMPS

A Whelen TAZ86 eight lamp LINZ6 Super-LED Traffic Advisor with all amber lights shall be provided and mounted at the rear of the body. The solid state traffic advisor shall include model TACTL5 control head, or it can be directly connected to a Whelen CenCon Siren Head Controller.

BODY PAINTING SPECIFICATIONS

All exposed surfaces shall be prepared and painted using a multi-step process to ensure a blemish-free, protective coating for the base metal materials.

All removable items, such as brackets and compartment doors, shall be removed and painted separately to insure finish paint behind them after they are reinstalled.

Due to its modular design, the apparatus body shall be completely finish painted prior to its installation on the chassis.

The body shall be sanded, and cleaned. Any imperfections or defects in the metal shall be corrected with premium body filler and then sanded smooth.

An epoxy primer shall be utilized on all painted and coated surfaces and shall prepare the metal for the final paint. The direct-to-metal primer shall be used to create a first level seal allowing secure adhesion between the base metal and the subsequent substrates.

All body and components shall then be primed, thoroughly sanded, and meticulously inspected for any imperfections; which shall be properly corrected..

All surfaces shall then be painted with a base coat of premium paint following the guidelines as established by the paint manufacturer. The body shall be painted using a single color to match the cab primary color, and then shall be buffed to a high gloss finish.

INTERIOR COMPARTMENT FINISH

The interior wall, floor and ceiling surfaces of compartments shall be finished with Rust-Oleum brand Multispec color flecked paint. The final color combination shall be determined in pre-con.

The specified compartment(s) shall be coated with Black/Black colored Multi-Spec paint.

The specified compartment(s) shall be coated with Gray Stone colored Multi-Spec paint.

TOUCH-UP PAINT

Nacogdoches Fire Department

Siddons-Martin Emergency Group

Touch-up paint shall be furnished with the completed truck at final delivery.

VALVE PAINTING

All exposed valves shall be painted to match the color of the exterior body.

Specified part shall include Red and White DOT approved reflective striping.

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Specified part shall include White reflective striping.

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The BME plaque shall feature white reflective material on the outside of the Maltese cross and red reflective material in the middle.

COMPARTMENT DOOR EDGE STRIPING

The hinged compartment doors shall have reflective striping applied on the edges. The stripe shall be a 1-1/2" minimum in width.

COMPARTMENT DOOR EDGE STRIPING

The hinged compartment doors shall have reflective striping applied on the edges. The stripe shall be a 1-1/2" minimum in width.

The compartment shelf and or shelves shall have reflective striping added to the outside lip. The stripe shall be a 1-1/2" minimum in width.

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The roll out slide tray and or trays shall have reflective striping applied horizontally on the front and side edges of the tray. The stripe shall be a 1-1/2" minimum in width.

CHEVRON STRIPING

The back compartment doors shall have reflective red and yellow striping installed on them, The Chevron style stripe shall be applied at a 45-degree angle, pointing towards the center upper portion of the rear of the apparatus. The chevron shall be a single printed sheet on each door.

STRIPING PACKAGE- BRONZE

Nacogdoches Fire Department

Siddons-Martin Emergency Group

- Chevron
 - Printed
 - Up to 2 colors
 - Rear Doors
- Stripe
 - Up to 6"
 - Single Color
 - Straight or Jog
- Identifiers
 - Up to 4 Locations
 - Single Color
 - Roof 18" Included
- Door Decals
 - Up to 2
 - Unlimited colors
 - Installed

EXTENSION LADDER

One (1) Duo-Safety, 20 foot, three-section aluminum extension ladder shall be provided on the apparatus. The ladder shall meet or exceed latest NFPA standards.

WHEEL CHOCKS

Two (2) Worden brand, Model #HWC-7WH wheel chocks shall be provided.

5# DRY CHEMICAL FIRE EXTINGUISHER

One (1) 5# ABC dry chemical fire extinguisher and mounting bracket shall be provided on the apparatus. The extinguisher shall have a pressure gauge and shall be filled with a dry chemical extinguishing agent.

HYDRAULIC JACK

One (1) hydraulic jack shall be provided. The jack shall be designed for lifting capacity of twelve (12) tons.

LUG WRENCH

Nacogdoches Fire Department

Siddons-Martin Emergency Group

There shall be one (1) lug wrench provided and shipped loose with the completed apparatus.

REFLECTOR

A set of three (3) triangular reflectors shall be provided.



QUOTATION

FIRE TRUCKS

Nacogdoches Fire Department
Keith Kiplinger
202 E. Pillar
Nacogdoches, TX 75961
(936) 559-2540
kiplingerk@nactx.us

Siddons-Martin Emergency Group
Chris Mahler
188 Corporate Drive
Longview, TX
cmahler@siddons-martin.com

Exp. Date: 03/15/2023
Quote No: 10223-0004
Job/Order No: 3682
01/08/2024

3682 SMEG Stock Model 34 Targhee NAC

Page 1

PART NO	S	DESCRIPTION	QTY
== BME, Type 3: Model 34, 500/500 "Targhee" - 0.000 08/24/22 ==			
COVER SHEET			
00-00-1215	XS	> Commercial Wildland, Single Axle, Model 34, "Targhee"	1
GENERAL TERMS AND CONDITIONS			
00-01-0010		Standard Boiler Plate Package (DEALER)	1
00-15-1110	>	-- Certificate, Weight/Tilt Angle, NFPA (BME)	1
00-20-1310		-- Performance Testing, Electrical, 12 Volt (BME)	1
00-21-9100		-- Test Results, Vehicle (BME)	1
00-55-1010		-- Delivery, Dealer Arranged	1
00-65-1020		-- Warranty, General Provisions, 1 Year (BME)	1
00-65-2100		-- Material and Workmanship Rqmts (BME)	1
00-66-1115		-- Warranty, Body & Structural, 10 Yrs (BME)	1
00-67-1100		-- Foam Warranty, System, 1 year	1
00-67-1410		-- Pump Warranty, Darley, 3 years	1
00-67-1620		-- Plumbing Warranty, 10 Years, Stainless Steel	1
00-67-1800		-- Valve Warranty, Akron, 10 years	1
00-68-2110		-- Warranty, Foam Tank, Poly, Lifetime	1
00-68-1101		-- Warranty, Water Tank, Poly, Lifetime	1
00-69-5210		-- Warranty, Paint, 7 yrs (BME)	1
00-69-5420		-- Warranty, Lettering/Striping, 3 yrs (BME)	1
00-70-1055		-- Warranty, Chassis, General (BME)	1
00-75-1405	>	-- Manuals, Apparatus Complete Electronic, USB	2
===== CHASSIS SPECIFICATIONS =====			
01-30-1905	>	INT HV507, SFA, 350 HP, 4 Door, 4 x 4, 38,000# (Model 34) Units/Models	1
LABELING			

PART NO	S	DESCRIPTION	QTY
02-71-1000		*** Cab Seating Placard ***	1
02-71-1400		Label, Seating Number, 5, Cab	1
02-71-2999			1
02-71-3000		*** Safety Placards ***	1
02-71-3100		Labels, Standard Package Set	1
02-71-3110		-- Label, Data, Fluid Levels	1
02-71-3115	>	-- Label, Data, Pump Performance	1
02-71-3300		-- Label, Data, "No Ride" Rear Step (LEXAN)	1
02-71-3400		-- Label, Data, Seat Belt	1
02-71-3700		-- Label, Noise Danger, Personnel	1
02-71-3900		-- Label, Ember Separator	1
02-71-3910		-- Label, Ember Separator, Fresh Air	1
02-71-3920		-- Label, Data, Do Not Wear Helmet While Seated	1
LOGOS -- BME			
02-71-4110		Plaque, BME (1)	1
81-15-1605		-- BME Plaque, Reflective Background, White Back, Red Front	1
TOWING			
02-72-4002		*** Front Towing Devices ***	1
02-72-4400		Tow Eye Plate, Front, Painted (Durabak) M34 - style	1
02-72-5105		-- Front Receiver, Bolted, Off Center	1
02-72-5999			1
02-72-6000		*** Rear Towing Provisions ***	1
02-72-7105		Rear Receiver, Bolted, Off Center	1
02-72-8300		Towing Provision, Rear Under Body Bustle, Job Color, Model 34	1
BUMPERS			
02-73-1000		*** Bumper Extensions ***	1
02-73-1240	>	Bumper Extension, 16", Frame Rails	1
02-73-1220	>	-- Bumper Platform, 16", .125" Alum NFPA T/P	1
02-73-1999			1
02-73-2000		*** Bumper Compartments ***	1
02-73-2305		Bumper Cmpt, Driver, Hose Stge Compartment	1
02-73-6600		-- Bumper Cmpt, Nylon Straps W/Buckles, (1) per Cmpt	1
35-86-1100		-- Black Straps	1
35-85-2118		-- Dri-Dek, Grating, Per Bumper Cmpt	1
35-85-5001		-- Dri-Deck, Black	1
02-73-2999			1
02-73-3305		Bumper Cmpt, Center, Hose Stge Compartment	1
02-73-6100		-- Bumper Cmpt, Door, Alum T/P, ALDP	1
24-18-2310		-- D-ring, Polished	1
35-85-2118		-- Dri-Dek, Grating, Per Bumper Cmpt	1
35-85-5001		-- Dri-Deck, Black	1
02-73-3999			1
02-73-4305		Bumper Cmpt, Psngr, Hose Stge Compartment	1
02-73-6600		-- Bumper Cmpt, Nylon Straps W/Buckles, (1) per Cmpt	1
35-86-1100		-- Black Straps	1
35-85-2118		-- Dri-Dek, Grating, Per Bumper Cmpt	1
35-85-5001		-- Dri-Deck, Black	1
02-73-6999			1
02-73-8000		*** Bumper Equipment ***	1
02-73-8005		Bumper, International, 15 degree	1
02-73-9701		-- Front Bumper, Color, Job Color	1
02-73-8006		Bumper, Swivel Elbow Stopper	1
02-73-8008		Bumper, Side Bumper Wings	1
02-73-9710		-- Front Bumper, Wings, Color, Job Color	1
AIR HORNS			
02-74-1550		Air Horn, (1) Buell, #1063, Frame Mounted	1
02-74-2200		-- Air Horn, Control, Driver, Single Foot Switch	1

PART NO	S	DESCRIPTION	QTY
EXHAUST SYSTEMS			
02-76-1000		*** Horizontal Exhaust ***	1
02-76-1100		Exhaust System, Extend to Psngr Side	1
02-76-1350		Exhaust, Heat Wrap	1
MUD FLAPS			
02-77-1000		*** Front Mud Flaps ***	1
02-77-1600		Bumper Box Protective Flaps, Black Rubber	1
02-77-1999			1
02-77-2000		*** Rear Mud Flaps ***	1
02-77-2200		Mud Flaps, Rear Wheels, Manufacturer Logo	1
CAB STEPS -- ALUM T/P ENCLOSURES -- SCUFF PLATES			
02-79-1200		Cab Step, Fuel Tank Cover, Alum T/P, Driver	1
02-79-1999			1
02-79-2000		*** Cab Step Compartments ***	1
02-79-2060		Cab Step Compartment, Under Cab, Driver, S.S., Double door	1
02-79-3220		-- Slide Tray, 500#, Under Cab Compartment, Aluminum, W/Dividers	1
41-44-4020		-- Cmpt Lights, 800 Series Corner LED 21"	1
41-46-3500		-- Cmpt Light / Door Switch, Automatic	1
02-79-2109			1
02-79-2160		Cab Step Compartment, Under Cab, Psngr, S.S., Double Door	1
02-79-3100		-- Slide Tray, 250#, Under Cab Compartment, S/S	1
41-44-4020		-- Cmpt Lights, 800 Series Corner LED 21"	1
41-46-3500		-- Cmpt Light / Door Switch, Automatic	1
02-79-3999			1
02-79-4000		*** Cab Steps ***	1
02-79-4505		Cab Steps, Extrd Diamond Back Alum, (4)Door, W/Rub Rail	1
81-15-1522		-- Reflective Color, White	1
CAB DOORS			
02-80-1000		*** Cab Trim and Protection ***	1
02-80-1600		Cab Trim, Door, Reflective NFPA, 4 Door	1
81-15-1521		-- Reflective Color, Red/Wht DOT	1
CAB SEATING AND SCBA EQUIPMENT			
02-81-4105		Air Ride Seats, Front (2)	1
02-81-1550	>	-- Seats, Cab, Bostrom, Sentinel Air-100 EXT HBLX	2
02-81-1561	<	-- Seats, Cab, Bostrom, Seat Material, Dark Grey Vinyl	2
		#118115-02369F	
02-81-0154			1
02-81-1303	<	Seat Pedestal, Rear, Air Ride	1
		Please ensure retaining straps are installed from seat to floor, and that buckles are mounted on air ride seats	
02-81-1550	>	-- Seats, Cab, Bostrom, Sentinel Air-100 EXT HBLX	2
02-81-1561	<	-- Seats, Cab, Bostrom, Seat Material, Dark Grey Vinyl	2
		#118115-02369F	
AIR SYSTEMS			
02-87-2705		Air Tank Relocation, Rear	1
ADDITIONAL CHASSIS MODIFICATIONS			
02-88-2125		Chassis Batteries, Relocated, Model 34	1
02-88-3099			1
02-88-3170		Under hood Light, LED	2

PART NO	S	DESCRIPTION	QTY
02-88-3199			1
02-88-4100		Ember Separator, Screen, Installation, Chassis Engine	1
02-88-4200		Ember Separator, Screen, Installation, Fresh Air Cab	1
02-88-4300		Ember Separator, Screen, Installation, Fire Pump Engine	1
02-88-4399			1
02-88-5330		Fuel Tank Skid Plate	1
02-88-5399			1
02-88-6300		Exterior Cab Trim, Debris Skirt	1
02-88-7100		Protective Sleeve, Air, Fuel, Elec Lines, Fire Resistant Sleeves	1
02-88-7110		Fuel Tank Venting	1
02-88-7999			1
02-88-8100		Tire Pressure Monitoring System, Real Wheels	1
===== DARLEY FIRE PUMPS =====			
08-11-1200		Pump, Darley, JMP500, 2/Stg, PTO, (Model 34)	1
08-20-2500		-- Pump Seal, Mechanical, Darley, PTO	1
08-20-3420		-- Pump Shift, Darley, PTO, JMP, NO Pump and Roll, Stationary Pumping Only	1
08-20-5100		-- Anode, Pump, Darley	1
08-20-6005		-- Pump Primer, Darley, Elec	1
10-01-1410		-- Pump Test, NFPA, 1906, Factory Test	1
10-02-1100		-- Pump Drive, PTO and Drivelines, Chelsea (Transmission mounted)	1
10-03-1150		-- Intake-Relief Valve, Elkhart #40/40	1
10-04-1600		-- Pump Cooler, Waterous, Thermal Bypass	1
10-06-1200		-- Pump Drain, Master-Low Point, Handwheel	1
10-09-1100		-- Piping, Stainless Steel, PTO, <500GPM	1
08-12-9999			1
08-15-1800		Pump, Darley, 1-1/2 AGE, 24HP Kubota D902 Diesel, Model 34	1
08-20-5300		-- Dual Deluxe Panels, Darley	1
10-09-1300		-- Piping, Stainless Steel, Auxiliary Pump	1
10-80-2100		-- Exhaust and Muffler, Aux Pump	1
10-80-3115		-- Primer, Electric, Share with Main Pump, Darley Dual Deluxe, Push Button	1
10-80-4400		-- Shut Down Pump, Low Pressure, 20 PSI	1
10-80-4410		-- Shut Down Pump, Low Oil Pressure/High Engine Temp	1
10-80-5300		-- Fuel System, Plumbed to Chassis Fuel Tank	1
10-80-6100		-- Battery, 12V, From Chassis, Quick Disconnect	1
10-81-6100		-- Plumbing, Piped to Main Fire Pump	1
10-81-8400		-- Auxiliary Pump, Oil Drain Extension	1
PUMP AND ENGINE COOLING			
10-04-1130		Pump Cooler, Bypass-To-Tank, 1/4"	1
===== PUMP INTAKES =====			
LEFT SIDE INTAKE			
11-01-1000		*** Left Side Ungated Intakes ***	1
11-01-1300		Intake, Ungated, 4", LH Side	1
11-07-3300		-- Cap, 4", Chrome Brass, Rocker Lug	1
11-01-1799			1
11-01-2000		*** Left Side Gated Intakes ***	1
11-01-2100		Intake, Gated, 2.5", LH Side	1
10-07-1105		-- Intake Valve Bleeder, South Park, W/O flange, Push-Pull	1
10-15-1120		-- Valves, Akron, Brass, 8825 Series (Uses R1,TS or TSC Handles Only)	1
10-20-0060		-- Valve, Direct, Local Control, Akron locking TSC	1
11-07-1100		-- Plug, 2.5", Chrome Brass, Rocker Lug	1
RIGHT SIDE INTAKE			
11-02-3000		*** Right Side Gated Intakes ***	1
11-02-3100		Intake, Gated, 2.5", RH Side	1
10-07-1105		-- Intake Valve Bleeder, South Park, W/O flange, Push-Pull	1
10-15-1120		-- Valves, Akron, Brass, 8825 Series (Uses R1,TS or TSC Handles Only)	1

PART NO	S	DESCRIPTION	QTY
10-20-0060		-- Valve, Direct, Local Control, Akron locking TSC	1
11-07-1100		-- Plug, 2.5", Chrome Brass, Rocker Lug	1
TANK-TO-PUMP			
11-10-2000		*** Tank To Pump - PTO Pumps ***	1
11-10-2300		Tank-To-Pump, 3", W/Check Valve	1
10-15-1125		-- Valves, Akron, Brass, 8830 Series (Uses R1,TS or TSC Handles Only)	1
10-20-0060		-- Valve, Direct, Local Control, Akron locking TSC	1
10-23-1400		-- Air Operated Valve Cntrl, 3"	1
PUMP-TO-TANK			
11-20-2200		Pump-To-Tank, 2" (Model 34)	1
10-15-1220		-- Valve, Akron Brass, 8820 Series (Pump to Tank)	1
10-20-1110		-- Pull Rod Valve Cntrl, Thuemling, Locking	1
LEFT SIDE DISCHARGES			
12-05-1000		*** 2.5" Left Side Discharges ***	1
12-05-1120		Discharge, 2.5", LH Forward	1
10-08-1100		-- Discharge Valve Bleeder, Class 1, Manual 1/4 Turn	1
10-15-1120		-- Valves, Akron, Brass, 8825 Series (Uses R1,TS or TSC Handles Only)	1
10-20-0060		-- Valve, Direct, Local Control, Akron locking TSC	1
12-22-4100		-- Cap, 2.5", Rocker Lug, Chrome Brass, w/Chain	1
===== REAR DISCHARGES =====			
12-07-2000		*** 2.5" Rear Left Discharges ***	1
12-07-2100		Discharge, 2.5", Rear LH	1
10-15-1120		-- Valves, Akron, Brass, 8825 Series (Uses R1,TS or TSC Handles Only)	1
10-20-0060		-- Valve, Direct, Local Control, Akron locking TSC	1
12-21-1200		-- Elbow, 2.5"F x 2.5"M, Chrome Brass	1
12-22-4100		-- Cap, 2.5", Rocker Lug, Chrome Brass, w/Chain	1
12-08-0299			1
12-08-1000		*** 2" Rear Right Discharges ***	1
12-08-1100		Discharge, 2" x 1.5", Rear RH	1
10-15-1115		-- Valves, Akron, Brass, 8820 Series (Uses R1,TS or TSC Handles Only)	1
10-20-0060		-- Valve, Direct, Local Control, Akron locking TSC	1
12-20-1150		-- Reducing Adapter, 2"F x 1.5"M, Chrome Brass	1
12-21-1100		-- Elbow, 1.5"F x 1.5"M, Chrome Brass	1
12-22-2100		-- Cap, 1.5", Rocker Lug, Chrome Brass, w/Chain	1
1-1/2" / 2" CROSSLAY DISCHARGES			
12-10-1056		Crosslay Discharge, (2) 1-1/2", Over Pump Panel (Model 34)	1
10-15-1115		-- Valves, Akron, Brass, 8820 Series (Uses R1,TS or TSC Handles Only)	2
10-20-0060		-- Valve, Direct, Local Control, Akron locking TSC	2
12-11-5150		-- Crosslay Cover, Alum T/P, Vinyl NFPA Ends	1
12-11-7310		-- Crosslay Flaps, Vinyl, Red	2
12-11-6110		-- Crosslay Flared Edges, Both Sides	1
12-20-1150		-- Reducing Adapter, 2"F x 1.5"M, Chrome Brass	2
12-22-2100		-- Cap, 1.5", Rocker Lug, Chrome Brass, w/Chain	2
FRONT BUMPER DISCHARGES			
12-13-1200		> Bumper Dschrg, 1-1/2", Front, Swivel, Left Side, Wildland	1
10-15-1115		-- Valves, Akron, Brass, 8820 Series (Uses R1,TS or TSC Handles Only)	1
10-20-0060		-- Valve, Direct, Local Control, Akron locking TSC	1
12-13-1299			1
12-13-1300		> Bumper Dschrg, 1-1/2", Front, Swivel, Right Side, Wildland	1
10-15-1115		-- Valves, Akron, Brass, 8820 Series (Uses R1,TS or TSC Handles Only)	1
10-20-0060		-- Valve, Direct, Local Control, Akron locking TSC	1
12-13-1359			1
12-13-1360		Discharge Isolation Vlv Cntrl, 2", Wildland,	1

PART NO	S	DESCRIPTION	QTY
10-15-1115		-- Valves, Akron, Brass, 8820 Series (Uses R1,TS or TSC Handles Only)	1
10-20-0060		-- Valve, Direct, Local Control, Akron locking TSC	1
HOSE REELS			
12-31-2205		Hose Reel, HANNAY, Elec Rewind, Super Booster (Model 34)	1
10-15-1105		-- Valves, Akron, Brass, 8810 Series (Uses R1,TS or TSC Handles Only)	1
10-20-0060		-- Valve, Direct, Local Control, Akron locking TSC	1
12-31-3100		-- Mounting Hose Reel, Over Pump Area	1
12-32-2110		-- Rewind Cntrl, Weatherproof Push Buttons, Model 34	2
12-32-6700		-- Rollers, Hose Reel, Model 34	1
INJECTION - FOAM SYSTEMS			
13-10-1120	<	Foam System, FoamPro, 1600 12V Elec, Model 34 The following discharges shall have foam distributed to them.	1
		Front bumper discharges	
		Front bumper monitor (if applicable)	
		Pump house crosslay pre connects	
		Booster hose reel	
		Rear 1-1/2" discharge	
13-10-5200		-- Foam System, FoamPro, On-Off Switch in Cab	1
13-11-1110		-- Foam Upload System, Hale, EZ Foam	1
===== PUMP ENCLOSURES =====			
14-01-2140		Pump Enc, PTO, Steel, 27"W, Model 34	1
10-81-8800		-- Auxiliary Pump, Cover, ALDP	1
41-45-0005		-- NO--Compartment Lighting	1
41-46-2005		-- Door Open Sensor, Compt Door	1
PUMP ENCLOSURE STEPS			
14-15-1225		Running Boards, Pump Panel, Non-slip, W/Rail, Driver/Psngr	1
81-15-1522		-- Reflective Color, White	1
PUMP ENCLOSURE SERVICE ACCESS DOORS			
14-16-1100		Pump Enc Door, Upper LH, S/S, Blk Powder Coated, Model 34	1
PUMP PANELS			
14-25-1100		Pump Panels, SM, Stainless Steel, Blk Powder Coated, Model 34	1
PUMP PANEL INSTRUMENTATION			
14-30-1300		Master Discharge Pressure / Intake Pressure Gauges, SPAN, 4.5"	1
14-30-1500		-- *** 4.5" Master Pressure Gauges - Intake***	1
14-30-1600		-- Master Intake Pressure Gauge, SPAN, 30-0-150	1
14-30-1400		-- Pressure Gauge, Drains	1
14-30-4100		-- Gauge Backlighting, LED, White	1
14-30-4600		-- Standard Dial Face, Black on White	1
14-30-5100		-- Gauge Bezel, Chrome	1
14-30-1999		--	1
14-30-2000		-- *** 4.5" Master Pressure Gauges - Discharge***	1
14-30-2300		-- Master Discharge Pressure Gauge, SPAN, 0-600	1
14-30-4100		-- Gauge Backlighting, LED, White	1
14-30-4600		-- Standard Dial Face, Black on White	1
14-30-5100		-- Gauge Bezel, Chrome	1
14-30-2999		--	1
14-30-3000		-- *** Test Taps - Pressure Gauges ***	1
14-30-3100		-- Gauge, Test Taps	1
ENGINE CONTROLS AND GAUGES			

PART NO	S	DESCRIPTION	QTY
14-35-2130		Pressure Governor, FRC, PBA401-D00, Pump Boss (Cummins)	1
WATER TANK LEVEL GAUGES			
14-40-1100		Water Tank Gauge, FRC, TankVision, Pump Panel	1
14-40-4215		-- Level Gauge, Activation, Battery Switched	1
14-40-1200		Water Tank Gauge, FRC, TankVision, Mini, Cab	1
14-40-4215		-- Level Gauge, Activation, Battery Switched	1
FOAM TANK LEVEL GAUGES			
14-40-5100		Foam Tank Gauge, FRC, Class A, Pump Panel	1
14-40-4215		-- Level Gauge, Activation, Battery Switched	1
14-40-5300		Foam Tank Gauge, FRC, Class A, Mini, Cab	1
14-40-4215		-- Level Gauge, Activation, Battery Switched	1
LABELING AND LIGHTING			
14-45-1000		*** Identification Labels ***	1
14-45-1210		Nomenclature Plates, Color Coded, English, Lexan w/Bezel	1
14-45-1999			1
14-45-2000		*** Pump Panel and Pump Enclosure Lighting ***	1
14-45-2155		Pump Panel Light, Midship, Driver, LED, Tecniq, 3 Lights	1
14-45-3000		-- Pump Panel Light, Actuated Pump Engagement	1
14-45-2199			1
14-45-2255		Pump Panel Light, Midship Psngr, LED, Tecniq, 1 Light	1
14-45-2999			1
14-45-3210		Pump Enc Lights, Plumbing Area, Manual Switch, Tecniq E10	1
PUMP PANEL EQUIPMENT			
----- STEEL BODY CONSTRUCTION -----			
20-10-2100		Body Constrc, Steel, Gnrl Design, Wildland, Type 3	1
20-12-1100		-- Body Sub-structure Steel, Pumper	1
20-13-1100		-- Frame Mounting, Steel Body, Pumper	1
20-14-1120		-- Compartment Constrc, Steel, Recessed Floors, Wildland, Type 3	1
20-14-1200		-- Exterior Sheet Metal Body Fabrication, Steel, Pumper	1
20-14-1300		-- Interior Sheet Metal, Body Construction, Steel, Pumper	1
WILDLAND VEHICLE - BME Model 34 - Targhee			
21-01-2701		*** Drivers Side Compartments ***	1
21-01-2720		Compt Dim, Drivers, 51"W x 39"H, D1	1
24-09-1200		-- Ventilation and Filter, Weber Style, Compartment	1
24-09-3100		-- Compt Floor Drains, Corners, Each	1
24-17-5100		-- Compt, Sill Plate, Polished Stainless Steel, Each	1
35-01-1110		-- Adj tracks, Uni-Strut	1
35-01-7105		-- Adj tracks, Uni-Strut, Back Wall, (2), Horizontal	1
35-10-0155	>	-- Shelf, Adjustable, Alum 1/8"	1
35-85-0055		-- NO-- Shelf Grating	1
81-20-2510		-- Stripe, Shelves, Reflective	1
81-15-1521		-- Reflective Color, Red/Wht DOT	1
35-20-0050		-- NO--Slide Tray	1
35-45-1000		-- NO-- Vertical Divider	1
35-50-6005		-- NO--Tool Board, Rear Wall	1
35-50-6010		-- NO--Tool Board, Side Walls	1
35-70-3201		-- NO--SCBA Mounting	1
35-85-0050		-- NO-- Compt Grating	1
41-45-0015		-- Compartment Lighting, Code 3 800 series, (3)	1
41-46-2005		-- Door Open Sensor, Compt Door	1

PART NO	S	DESCRIPTION	QTY
42-20-1050		-- NO - 12V Power	1
21-01-2725			1
21-01-2740		Cmpt Dim, Drivers, 34"W x 58"H, D2	1
24-09-1200		-- Ventilation and Filter, Weber Style, Compartment	1
24-09-3100		-- Cmpt Floor Drains, Corners, Each	1
24-17-5100		-- Cmpt, Sill Plate, Polished Stainless Steel, Each	1
35-01-1110		-- Adj tracks, Uni-Strut	1
35-01-7105		-- Adj tracks, Uni-Strut, Back Wall, (2), Horizontal	1
35-10-0155	>	-- Shelf, Adjustable, Alum 1/8"	1
35-85-0055		-- NO-- Shelf Grating	1
81-20-2510		-- Stripe, Shelves, Reflective	1
81-15-1521		-- Reflective Color, Red/Wht DOT	1
35-25-2120		-- Slide Tray, BME 500#, Alum 3/16", <44"D	1
81-20-2520		-- Stripe, Slide Trays, Reflective, Each	1
81-15-1521		-- Reflective Color, Red/Wht DOT	1
35-45-1000		-- NO-- Vertical Divider	1
35-50-6005		-- NO--Tool Board, Rear Wall	1
35-50-6010		-- NO--Tool Board, Side Walls	1
35-85-0050		-- NO-- Cmpt Grating	1
41-45-0015		-- Compartment Lighting, Code 3 800 series, (3)	1
41-46-2005		-- Door Open Sensor, Cmpt Door	1
42-20-1050		-- NO - 12V Power	1
21-01-2799			1
21-01-2800		*** Passenger Side Compartments ***	1
21-01-2811		Cmpt Dim, Psngr, 51"W x 39"H, P1	1
24-09-1200		-- Ventilation and Filter, Weber Style, Compartment	1
24-09-3100		-- Cmpt Floor Drains, Corners, Each	1
24-17-5100		-- Cmpt, Sill Plate, Polished Stainless Steel, Each	1
35-01-1110		-- Adj tracks, Uni-Strut	1
35-01-7105		-- Adj tracks, Uni-Strut, Back Wall, (2), Horizontal	1
35-10-0155	>	-- Shelf, Adjustable, Alum 1/8"	1
35-85-0055		-- NO-- Shelf Grating	1
81-20-2510		-- Stripe, Shelves, Reflective	1
81-15-1521		-- Reflective Color, Red/Wht DOT	1
35-20-0050		-- NO--Slide Tray	1
35-45-1000		-- NO-- Vertical Divider	1
35-50-6005		-- NO--Tool Board, Rear Wall	1
35-50-6010		-- NO--Tool Board, Side Walls	1
35-70-3201		-- NO--SCBA Mounting	1
35-85-0050		-- NO-- Cmpt Grating	1
41-45-0015		-- Compartment Lighting, Code 3 800 series, (3)	1
41-46-2005		-- Door Open Sensor, Cmpt Door	1
42-20-1050		-- NO - 12V Power	1
21-01-2815			1
21-01-2831		Cmpt Dim, Psngr, 34"W x 58"H, P2	1
24-09-1200		-- Ventilation and Filter, Weber Style, Compartment	1
24-09-3100		-- Cmpt Floor Drains, Corners, Each	1
24-17-5100		-- Cmpt, Sill Plate, Polished Stainless Steel, Each	1
35-01-1110		-- Adj tracks, Uni-Strut	1
35-01-7105		-- Adj tracks, Uni-Strut, Back Wall, (2), Horizontal	1
35-10-0050		-- NO--Shelf, Adjustable	1
35-20-0050		-- NO--Slide Tray	1
35-45-1000		-- NO-- Vertical Divider	1
35-50-6243	>	-- Tool Board, Rear Wall, Bolt-In, BME, Large	1
35-50-6010		-- NO--Tool Board, Side Walls	1
35-85-0050		-- NO-- Cmpt Grating	1
41-45-0015		-- Compartment Lighting, Code 3 800 series, (3)	1
41-46-2005		-- Door Open Sensor, Cmpt Door	1
42-20-1050		-- NO - 12V Power	1
21-01-2839			1
21-01-2840		*** Back Compartments ***	1
21-01-2841		Back Compartment, 27"W x 34"H, B1	1
24-09-1200		-- Ventilation and Filter, Weber Style, Compartment	1
24-09-3100		-- Cmpt Floor Drains, Corners, Each	1
24-17-5100		-- Cmpt, Sill Plate, Polished Stainless Steel, Each	1

PART NO	S	DESCRIPTION	QTY
35-01-1110		-- Adj tracks, Uni-Strut	1
35-01-7105		-- Adj tracks, Uni-Strut, Back Wall, (2), Horizontal	1
35-10-0155	>	-- Shelf, Adjustable, Alum 1/8"	1
35-85-0055		-- NO-- Shelf Grating	1
81-20-2510		-- Stripe, Shelves, Reflective	1
81-15-1521		-- Reflective Color, Red/Wht DOT	1
35-20-0050		-- NO--Slide Tray	1
35-85-0050		-- NO-- Compt Grating	1
41-45-0010		-- Compartment Lighting, Vertical, Code 3 800 series, (Large) (2)	1
41-46-2005		-- Door Open Sensor, Compt Door	1
42-20-1050		-- NO - 12V Power	1
21-01-2860		*** Special Compartments ***	1
21-01-2880		Pump House Cmpt, 21"W x 23"H x 12"D, PH1	1
24-09-1200		-- Ventilation and Filter, Weber Style, Compartment	1
24-09-3100		-- Cmpt Floor Drains, Corners, Each	1
35-01-1110		-- Adj tracks, Uni-Strut	1
35-10-0050		-- NO--Shelf, Adjustable	1
35-85-0050		-- NO-- Compt Grating	1
41-45-0010		-- Compartment Lighting, Vertical, Code 3 800 series, (Large) (2)	1
41-46-2005		-- Door Open Sensor, Compt Door	1
21-01-2885		Pump House Cmpt, 11.5"W x 18"H x 18"D, PH2	1
24-09-3100		-- Cmpt Floor Drains, Corners, Each	1
41-45-0010		-- Compartment Lighting, Vertical, Code 3 800 series, (Large) (2)	1
41-46-2005		-- Door Open Sensor, Compt Door	1
SLIDE-IN LADDER CMPTS			
23-68-5715		Ladder Cmpt, Vertical, 20' 3 Section, Rear, Psngr, (M34 2021)	1
41-46-2005		-- Door Open Sensor, Compt Door	1
SLIDE-IN SUCTION HOSE CMPTS			
23-68-6002		*** Hard Suction Hose Cmpt - Slide-in Rear ***	1
23-68-6115		Hard Suction Cmpt, Rear, Drivers/Psngr, M34 2021	1
41-46-2005		-- Door Open Sensor, Compt Door	2
HOSE BED COMPARTMENTS			
23-72-4000		*** Hose Bed Dunnage Compartments --Center ***	1
23-72-4100		Top Compartment, Center, (Model 34), TC1	1
24-14-1001		-- Doors, Roof Compts, Lift Up Alum T/P, Small <1000sq.in	1
24-19-0100		-- Lever Latch, Black, Non-Locking, Each	1
41-45-0005		-- NO--Compartment Lighting	1
41-46-2005		-- Door Open Sensor, Compt Door	1
23-72-4105		Top Cmpt, Painted Smooth Alum, Bolted Panel, Rear Upper Center	1
===== BODY COMPONENTS =====			
WHEEL WELL AREA			
24-01-1100		*** Wheel Well Panels -- Single Axle ***	1
24-01-1400		Wheel Well Panel Constr, Galv Steel Body, Pntd	1
24-03-1999			1
24-03-2000		*** Wheel Well Liners ***	1
24-03-2400		Wheel Well Inner Liners, Body, Plastic, 22.5" rims, S/A	1
24-03-2999			1
24-03-3000		*** Fenderettes ***	1
24-03-4100		Fenderettes, Body, Polished S/S, 22.5" rims (2) Single Axle	1
DRIVERS SIDE -- SCBA OPENINGS AND COMPARTMENTS			
24-05-1700		SCBA Stge, Drivers, Fwd Wheelwell, 8" Round	1
24-05-2450		-- SCBA Door, Cast Products, Lever Latch	1
24-05-2470		-- Non Locking Lever Latch	1

PART NO	S	DESCRIPTION	QTY
24-05-2500		-- SCBA Tube, Plastic, w/ Mat	1
24-05-7000		-- SCBA Cylinder Tether, 1" Nylon	1
24-05-2300		SCBA Stge, Drivers, Rear Wheelwell, 8" Round	1
24-05-2450		-- SCBA Door, Cast Products, Lever Latch	1
24-05-2470		-- Non Locking Lever Latch	1
24-05-2500		-- SCBA Tube, Plastic, w/ Mat	1
24-05-7000		-- SCBA Cylinder Tether, 1" Nylon	1
PASSENGER SIDE -- SCBA OPENINGS AND COMPARTMENTS			
24-05-5700		SCBA Stge, Psngr, Fwd Wheelwell, 8" Round	1
24-05-2450		-- SCBA Door, Cast Products, Lever Latch	1
24-05-2470		-- Non Locking Lever Latch	1
24-05-2500		-- SCBA Tube, Plastic, w/ Mat	1
24-05-7000		-- SCBA Cylinder Tether, 1" Nylon	1
24-05-6300		SCBA Stge, Psngr, Rear Wheelwell, 8" Round	1
24-05-2450		-- SCBA Door, Cast Products, Lever Latch	1
24-05-2470		-- Non Locking Lever Latch	1
24-05-2500		-- SCBA Tube, Plastic, w/ Mat	1
24-05-7000		-- SCBA Cylinder Tether, 1" Nylon	1
RUB RAILS			
24-07-6330		Rub Rails, Alum Chan, 2" x 1.5", Ribbed	1
81-15-1522		-- Reflective Color, White	1
FRONT AND REAR BODY SURFACE -- SCUFF PLATES			
24-08-1000		*** Front of Body ***	1
24-08-1100		Protective Surface, Alum T/P, Entire Front	1
24-08-2100		Protective Front Corner Trim, S/S	1
24-08-2999			1
24-08-3000		*** Rear of Body ***	1
24-08-3400		Rear Body Panels, Painted	1
24-08-4200		Protective Rear Corner Trim, S/S	1
24-08-4999			1
24-08-5000		*** Top of Body ***	1
24-08-5100		Protective Surfaces, Alum T/P, Top of Side Cmpts	1
24-08-7999			1
24-08-8000		*** Anodized Aluminum Drip Rails ***	1
24-08-8100		Drip Rails	1
HINGED DOORS -- ALUMINUM PAINTED			
24-12-1100		Doors, Hinged, Alum Painted, Single, Base Specs	1
24-18-2310		-- D-ring, Polished	1
24-18-2420		-- Door Locks, D-Ring, Hinged, 1250 Key Type, Each	1
81-20-2505		-- Stripe, Cmpt Door, Reflective, Each, Color Options	1
81-15-1521		-- Reflective Color, Red/Wht DOT	1
24-12-1199			1
24-12-1200		Doors, Hinged, Alum Painted, Double-Door	5
24-18-2310		-- D-ring, Polished	5
24-18-2420		-- Door Locks, D-Ring, Hinged, 1250 Key Type, Each	5
81-20-2505		-- Stripe, Cmpt Door, Reflective, Each, Color Options	10
81-15-1521		-- Reflective Color, Red/Wht DOT	10
===== REAR STEPS =====			
24-20-3000		*** Rear Steps - Extruded Aluminum DIAMOND BACK ***	1
24-20-3165		Rear Step, 3 Piece w/step, Extruded Alum, 8" DIAMOND BACK (M34 2021)	1
AUXILIARY STEPS			
24-21-3190		Steps, Fixed CPI, Drivers, Rear	3
24-21-3230		Steps, Fixed CPI, Psngr, Rear	3

PART NO	S	DESCRIPTION	QTY
HANDRAILS AND GRAB HANDLES			
24-26-5299	***Knurled Grab Handles***		1
24-26-5301	Handrails, Knurled, Vertical, 18"		1
24-26-5305	Handrails, Knurled, Vertical, 42"		2
24-26-5320	Handrails, Knurled, Horizontal, 12"		2
24-26-5321	Handrails, Knurled, Horizontal, 18"		2
24-26-5328	Handrails, Knurled, Horizontal, 60"		1
HOSE BED CONSTRUCTION			
24-30-2210	Hose Bed, Aluminum, Spec, Wildland, (Model 34 2021)		1
HOSEBED DIVIDERS			
24-32-1005	--NO Hosebed Divider		1
24-32-3520	Hose Storage, I-Zone Brckts, Rear (2) Model 34		1
HOSEBED GRATING			
24-32-4115	Hosebed, Grating, Alum, Wildland (Model 34 2021)		1
HOSEBED COVERS -- WILDLAND TRUCKS			
24-33-1115	Hosebed Covers, Alum T/P, Dbl Door, Flap, Model 34		1
24-32-7305	-- Hosebed Rear Flap and Straps, Model 34		1
24-33-5120	-- Hosebed Flaps, Color, Red		1
41-35-1835	-- Hosebed Lights, Tecniq E10, LED		4
41-46-2005	-- Door Open Sensor, Compt Door		1
===== WATER TANK SPECIFICATIONS =====			
28-01-1501	Water Tank Capacity, 500 Gallons, Poly (Model 34)		1
28-02-1020	-- Water Tank, Poly, UPF Base Specs		1
28-02-1100	-- Water Tank Shape, Rectangular		1
28-04-1200	-- Fill Tower, Water Tank, 8" x 8" x 8", Type 3		1
28-06-1100	-- Fill Tower, Overflow, Water Tank, 3" PVC Pipe, <500G		1
28-07-1305	-- Sump, Water Tank, Model 34		1
28-10-1100	-- Water Tank Drain, 3"		1
29-05-1205	-- Foam Tank Capacity, 20 Gallons, Poly, Model 34, Seperate		1
29-40-1100	-- Foam Tank, Fill and Vent, Class A		1
29-50-1050	-- Foam Tank Drain and Valve, 3/4"		1
DIRECT TANK FILL CONNECTIONS			
28-31-1000	*** Direct Tank Quarter-Turn Fill Valve - Rear ***		1
28-31-1100	Direct Tank Fill Valve, Drivers, Rear, 2.5", w/Strainer and Plug		1
10-15-1120	-- Valves, Akron, Brass, 8825 Series (Uses R1,TS or TSC Handles Only)		1
10-20-0060	-- Valve, Direct, Local Control, Akron locking TSC		1
11-07-1100	-- Plug, 2.5", Chrome Brass, Rocker Lug		1
12-21-3700	-- Elbow, 2.5"F x 2.5"M, Chrome Brass, Direct Tank Fill		1
BACK PACK FILL PROVISIONS			
28-32-3155	Back Pack Fill, GHT x 1/2"NPT, w/vlv, Pump Panel, M34		1
===== 12 VOLT ELECTRICAL =====			
40-05-1000	*** 12 Volt Base Electrical Wiring ***		1
40-05-1150	Electrical, 12V, Base Wiring Specs, Wildland		1
40-05-4600	-- Electrical Harness, Wildland		1
CONSOLES AND SWITCH PANELS			

PART NO	S	DESCRIPTION	QTY
40-10-1155		> Rear Console, Cab, Navistar HV, Freighliner, AP-00-008392	1
40-10-1700		-- Cup Holder, Each	2
40-10-9900		-- Console Finish	1
80-21-2320		-- Multi-Spec, Color, Black/Black	1
42-21-1110		-- 12V Power Outlet, 20 Amp, Console	2
42-21-3310		-- 12 Volt Pwr Source, Switched Battery	2
42-21-1550		-- USB Fast Charge Port, Blue Sea, Dual, Socket Mount	2
42-21-3310		-- 12 Volt Pwr Source, Switched Battery	2
40-10-1111	XS	> Electrical Console, Cab, BME, Custom, AP-11249	1
42-21-1110		-- 12V Power Outlet, 20 Amp, Console	3
42-21-3310		-- 12 Volt Pwr Source, Switched Battery	3
42-21-1550		-- USB Fast Charge Port, Blue Sea, Dual, Socket Mount	3
42-21-3310		-- 12 Volt Pwr Source, Switched Battery	3
BATTERY EQUIPMENT INSTALLATION			
40-15-1000		*** Battery And Ignition Switches ***	1
40-15-1150		Battery Switch, Master Disconnect, Chassis Supplied	1
40-15-2999			1
40-15-3000		*** Battery Charger Systems ***	1
40-15-3310		Battery Charger, Kussmaul, Autocharge 1000 PLC, Deluxe Pkg, 51-04-1304, 20A	1
40-15-6202		-- Kussmaul Auto Eject Cover, Red	1
VEHICLE IDENTIFICATION LIGHTS			
40-25-1355		Clearance Lgts, LED, DOT, Wildland, Model 34	1
LICENSE PLATE MOUNTING			
40-30-1310		License Plate Mounting, Tecniq LED, L110, Rear	1
STOP - TAIL - TURN - BACK-UP INDIVIDUAL LIGHTS			
40-66-0010		Stop, Tail, Turn Lights, Whelen M Series, Package	1
40-32-1000		-- *** Tail and Stop Lights ***	1
40-32-5150		-- Stop/Tail Lgts, Whelen #M62BTT, LED, 4" x 6", (2)	1
40-32-9999		--	1
40-33-1000		-- *** Turn Signals ***	1
40-33-5160		-- Turn Signals, Whelen M62T, LED, LED, (2)	1
40-34-9999		--	1
40-35-1000		-- *** Back Up Lights ***	1
40-35-5150		-- Back up Lights, Whelen M62BU, LED, 4" x 6", (2)	1
40-55-1999		--	1
40-55-2000		-- *** Tail Light Mountings and Bezels -- 4 Lights ***	1
40-55-2300		-- Tail Light Bezels, Whelen #M6FCV4, (4) lts, 4" x 6" (2)	1
45-75-9999		--	1
45-80-1000		-- *** Lower Rear Warning Lights ***	1
45-80-1516		-- Warning Lights, Whelen, M6RC, Lower Rear, (2), No Bezel	1
MAP LIGHTS			
41-15-1605		Map Light, Havis Shields #C-MAP-T-LED, 12" LED (Model 34)	1
UNDERBODY AND GROUND LIGHTS			
41-25-1000		*** Bumper Ground Lights ***	1
41-25-1305		Ground Lights, Front Bumper, Tecniq E10, LED	2
41-25-5360		-- Ground Lights, Activation, Park Brake/Park Signal	2
41-25-1999			1
41-25-2000		*** Cab Ground Lights ***	1
41-25-2510		Ground Lights, Cab, 4 Door, Tecniq E10, LED	4
41-25-5360		-- Ground Lights, Activation, Park Brake/Park Signal	4
41-25-2999			1
41-25-3000		*** Body Ground Lights ***	1

PART NO	S	DESCRIPTION	QTY
41-25-3210		Ground Lights, Pump Panel, Tecniq E10, LED	2
41-25-5360		-- Ground Lights, Activation, Park Brake/Park Signal	2
41-25-3499			1
41-25-5255		Ground Lights, Under Rear Step, Tecniq E10, LED	2
41-25-5360		-- Ground Lights, Activation, Park Brake/Park Signal	2
SCENE LIGHTS			
41-36-5285		Scene Light, Whelen, Pioneer Micro, MPBB, Model 34	2
41-36-5299			1
41-36-5300	>	Scene Light, Whelen, PCPSM1C, LED	4
41-40-6401		-- Scene Light Switching, Cab Console, Individual	4
41-36-5510		Scene Lights, Whelen, Pioneer Summit, 30" S30MB, Front Bumper	1
02-73-9506		-- Front Bumper, Center Bezel, BME, Summitt, Tow Plate	1
41-40-6401		-- Scene Light Switching, Cab Console, Individual	1
HINGED DOOR COMPARTMENT LIGHTS			
41-46-2000		*** Door Open Light and Alarm ***	1
41-46-2125		Door Open Light and Buzzer, Zones, Model 34	1
RADIOS AND ANTENNAS			
42-10-3905		Radio Pre-Wire	1
42-10-1006		NO--Radio Installation.	1
42-10-2015		Radio Antenna, Installation	4
BACK UP ALARMS			
43-10-1110		Back Up Alarm, Self Adjusting	1
HEADLIGHT FLASHERS OR WIG-WAG			
43-15-1760		Headlight, Flasher, Wig-Wag	1
43-15-2030		-- Wig Wag, Activation, Siren Controller, Slide Switch Pos #3	1
ELECTRONIC SIRENS AND SPEAKERS			
44-05-1000		*** Electronic Siren/PA Systems ***	1
44-05-1288		Siren, Electronic, Whelen, CenCom Core C399, T/A	1
44-05-1303		-- Whelen, Core, Control Head, CCT7	1
44-05-1322		-- Whelen, Core, WeCanX, Traffic Advisor Module, CTA	1
44-09-1000		*** Siren Speakers ***	1
44-09-1500		Speaker, Whelen, #SA315P, 100 Watt, nylon housing	1
ZONE A -- UPPER CAB LIGHTBARS			
45-05-2026	>	Lightbar, Whelen, Cenator, Duo, WeCanX, 60", TB0DDDD, LIN 6	1
LOWER ZONE A -- FRONT LOWER			
45-40-1610		Warning Lights, Whelen, M6D RED/WHT, Lwr Front, (2)	1
41-40-7530		-- Bezels, Whelen, M6, Chrome Plastic	2
ZONE B AND D -- LOWER CAB INTERSECTION LIGHTS			
45-45-1515		Warning Lights, Whelen, M6RC, Intersection, (2), LED	1
41-40-7530		-- Bezels, Whelen, M6, Chrome Plastic	2
ZONE B AND D -- LOWER MID-BODY SIDE WARNING LIGHTS			
45-55-1515		Warning Lights, Whelen, M6RC, Lwr Mid Body, (2), LED	1
41-40-7530		-- Bezels, Whelen, M6, Chrome Plastic	2
ZONE B AND D -- UPPER REAR CORNER BODY WARNING LIGHTS			

PART NO	S	DESCRIPTION	QTY
45-70-1215		Warning Lights, Whelen, M6RC, Upper Side Rear, (2), LED	1
41-40-7530		-- Bezels, Whelen, M6, Chrome Plastic	2
ZONE C -- UPPER REAR WARNING LIGHTS			
45-75-1710		Warning Lights, Whelen, M6K RED/AMBR, Upper Rear , (2) 4"x 6", LED	1
41-40-7530		-- Bezels, Whelen, M6, Chrome Plastic	2
TRAFFIC ARROWS			
46-05-1860		Traffic Advisor, Whelen, TAZ86, LED, Eight Lamp	1
===== PAINTING =====			
80-00-0001	< >	Paint Codes- Pierce Paint Code 90	1
EXTERIOR PAINTING ---- BODY			
80-10-0002		*** Wildland -- Exterior Body Painting ***	1
80-10-1000	>	Paint, Wildland, 60-84" CA Body, Single Axle, 1 Color	1
INTERIOR PAINTING --- COMPARTMENTS			
80-21-2305		Compt Pntg, Multispec, (6) Compts.	1
80-21-2326		-- Multi-Spec, Color, Gray Stone	1
MISCELLANEOUS PAINTING AND BODY FINISHING OPTIONS			
80-60-0000		*** Touch Up Paint ***	1
80-60-1000		Body Paint, Touch Up, Pint One Color	1
80-61-9999			1
80-65-0000		*** Miscellaneous Painting ***	1
80-65-1200		Painting, Valves, To Match Truck	1
===== BLACKOUT PACKAGE=====			
REFLECTIVE STRIPING			
81-20-4205		Stripe, Reflective, Chevron, Back Doors, Model 34, Printed	1
81-20-6025	>	Striping Package, Bronze, (Medium)	1
LADDERS			
90-03-7350		Ladder, Extension, Duo-Safety, 20' Alum, 3 Section	1
WHEEL CHOCKS			
90-09-1710		Wheel Chocks, Worden, Alum, w/Handle, Large, HWC-7WH (2)	2
FIRE EXTINGUISHERS			
90-10-1110		Extinguisher, Dry Chem, 5#, 2A:10B:C, w/mntg	1
----- MISCELLANEOUS EQUIPMENT -----			
90-40-4100		Jack, Northern Hyd, 1442, 12T, Hyd bottle	1
90-40-4500		Lug Wrench and Breaker Bar	1
NFPA AND DOT SAFETY AND HIGHWAY EQUIPMENT			
90-42-1200		Reflector Set, Triangular D.O.T.	1

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Siddons Martin Emergency Group, LLC
3500 Shelby Lane
Denton, TX 76207
GDN P115891
TXDOT MVD No. A115890

January 8, 2024

Michael (Mike) Brown, Acting Fire Chief
NACOGDOCHES FIRE DEPARTMENT
202 E. PILAR
SUITE 347
NACOGDOCHES, TX 75961



Proposal For: 2023 Nacogdoches BME Wildland Unit

Siddons-Martin Emergency Group, LLC is pleased to provide the following proposal to NACOGDOCHES FIRE DEPARTMENT. Unit will comply with all specifications attached and made a part of this proposal. Total price includes delivery FOB NACOGDOCHES FIRE DEPARTMENT and training on operation and use of the apparatus.

Description	Amount	
Qty. 1 - 3682 - BME International HV607 Wildland Type 34		
(Unit Price - \$457,881.00)		
Delivery within 12-13 months of order date		
QUOTE # - SMEG-0003506-5		
	Vehicle Price	\$457,881.00
	3682 - UNIT TOTAL	\$457,881.00
	SUB TOTAL	\$457,881.00
	HGAC FS12-19 (BME)	\$1,000.00
	TOTAL	\$458,881.00

Price guaranteed until 1/31/2024

Additional: Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.

Persistent Inflationary Environment Notification: If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] (the "PPI") has increased at a compounded annual growth rate greater than 5.0% from the date of acceptance of this proposal letter (the "Order Month") and 14 months prior to the anticipated Ready for Pickup Date (the "Evaluation Month"), then the proposal price may be increased by an amount equal to any increase exceeding 5.0% for the time period between the Order Month and the Evaluation Month. Siddons Martin and Pierce will provide documentation of such increase and the updated price for the customer's approval before proceeding with completion of the order along with an option to cancel the order.

Taxes: Tax is not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due. Balance of sale price is due upon acceptance of the apparatus at the factory.

Late Fee: A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first 30 days. The late fee increases to .044% per day until the payment is received. In the event a prepayment is received after the due date, the discount will be reduced by the same percentages above increasing the cost of the apparatus.

Cancellation: In the event this proposal is accepted and a purchase order is issued then cancelled or terminated by Customer before completion, Siddons-Martin Emergency Group may charge a cancellation fee. The following charge schedule based on costs incurred may be applied:

- (A) 10% of the Purchase Price after order is accepted and entered by Manufacturer;
- (B) 20% of the Purchase Price after completion of the approval drawings;
- (C) 30% of the Purchase Price upon any material requisition.

The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Siddons-Martin Emergency Group endeavors to mitigate any such costs through the sale of such product to another purchaser; however, the customer shall remain liable for the difference between the purchase price and, if applicable, the sale price obtained by Siddons-Martin Emergency Group upon sale of the product to another purchaser, plus any costs incurred by Siddons-Martin to conduct such sale.

Acceptance: In an effort to ensure the above stated terms and conditions are understood and adhered to, Siddons-Martin Emergency Group, LLC requires an authorized individual from the purchasing organization sign and date this proposal and include it with any purchase order. Upon signing of this proposal, the terms and conditions stated herein will be considered binding and accepted by the Customer. The terms and acceptance of this proposal will be governed by the laws of the state of Texas. No additional terms or conditions will be binding upon Siddons-Martin Emergency Group, LLC unless agreed to in writing and signed by a duly authorized officer of Siddons-Martin Emergency Group, LLC.

Sincerely,

Chris Mahler

I, _____, the authorized representative of NACOGDOCHES FIRE DEPARTMENT, agree to purchase the proposed and agree to the terms of this proposal and the specifications attached hereto.

Signature & Date