



# CITY OF BAYTOWN

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## NOTICE OF MEETING

**CITY COUNCIL REGULAR MEETING  
THURSDAY, JULY 28, 2022  
6:30 P.M.  
COUNCIL CHAMBER, CITY HALL  
2401 MARKET STREET, BAYTOWN, TEXAS 77520**

For those members of the public that cannot or do not wish to be physically present at the meeting, they will be able to participate through two-way communications. For video conferencing, use the following website: [www.zoom.com](http://www.zoom.com), click on "join a meeting" on the top right-hand corner, and input the following Meeting ID: 841 4078 6551. For telephone conferencing, please use the following toll-free number: 1-888-788-0099, Meeting ID: 841 4078 6551. The meeting can also be viewed on the local Baytown Channel 16, which can be accessed at: <https://baytown.org/1/home>.

Any person, who is participating through video/teleconferencing and is interested in speaking on any item on the agenda, must submit his/her request via email to the City Clerk at [cityclerk@baytown.org](mailto:cityclerk@baytown.org). The request must include the speaker's name, address, and phone number that will be used if teleconferencing as well as the agenda item number. The request must be received prior to the posted time of the meeting.

The agenda packet is accessible to the public in both HTML and PDF formats at the following link:  
[Agenda Packet](#)

For more information or questions concerning the teleconference, please contact the City Clerk's Office at (281) 420-6504.

## AGENDA

### CALL TO ORDER AND ANNOUNCEMENT OF QUORUM

#### PLEDGE AND INVOCATION

Council Member Heather Betancourth, District No. Four

#### 1. MINUTES

- a. Consider approving the minutes of the City Council Work Session and Regular Meeting held on June 23, 2022.

#### 2. RECOGNITIONS AND CITIZEN COMMUNICATIONS

- a. Recognize City of Baytown Employees for their Years of Service.
- b. Recognize City of Baytown employees for completing HUB trainings.

3. **PROPOSED ANNEXATION OF APPROXIMATELY 62.02 ACRES GENERALLY LOCATED EAST OF NORTH MAIN ST BETWEEN EAST WALLISVILLE RD AND FM 1942**

- a. Conduct the second public hearing regarding the proposed annexation of approximately 62.02 acres generally located east of North Main Street between East Wallisville Road and FM 1942.

4. **CITY OF BAYTOWN GENERAL ELECTION**

- a. Consider an ordinance calling the City of Baytown Municipal Election to be held on November 8, 2022, for the purpose of electing three Council Members from Council District Nos. 1, 2 and 3.

5. **PROPOSED RESOLUTIONS**

- a. Consider a resolution authorizing the publication of the Notice of Intent to issue Tax Certificates of Obligations, Series, 2022 for infrastructure and authorizing advanced funding.

6. **REPORTS**

- a. Receive the 2022 Certified Ad Valorem Anticipated Collection Rate and the Certified Excess Debt Collections from the City of Baytown Tax Assessor/Collector.

7. **BAYTOWN FIRE CONTROL, PREVENTION, AND EMS DISTRICT BUDGET FOR FISCAL YEAR 2022-23**

- a. Receive the Fiscal Year 2022-23 Budget for the Baytown Fire Control, Prevention, and Emergency Medical Services District.

8. **MUNICIPAL BUDGET FOR FISCAL YEAR 2022-23**

- a. Receive the City Manager's proposed municipal budget and budget message for Fiscal Year 2022-23.
- b. Consider an ordinance setting the date, time and place for a public hearing regarding the City of Baytown Fiscal Year 2022-23 Proposed Budget.
- c. Consider a resolution setting the dates for budget work sessions to discuss the Fiscal Year 2022-23 Municipal Budget.



**9. DISCUSSIONS**

- a.** Discuss the proposed agreement for bringing the Battleship Texas to the Bayland Marina.

**10. CONSENT**

All Consent Agenda items listed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.

- a.** Consider an ordinance approving the Annual Mechanical Services contract between the Baytown Area Water Authority and IPS Pump Services, Inc., for maintenance and repairs at water treatment facilities.
- b.** Consider an ordinance approving Change Order No.2 between the Baytown Area Water Authority and LEM Construction Company, Inc., for the Baytown Area Water Authority's Fritz Lanham Water Treatment Plant Filter Air Scour Improvements Project.
- c.** Consider an ordinance authorizing a Professional Services Agreement with Freese and Nichols, Inc. for the West Texas Ave. Drainage Improvements Project.
- d.** Consider an ordinance authorizing a Professional Services Agreement with Arcadis U.S., Inc., for professional design engineering services for the Annual Lift Station Rehabilitation for the James and North Main Street Lift Stations.
- e.** Consider an ordinance authorizing the purchase of one (1) Kenworth Truck from Cleveland Mack Sales, d/b/a Performance Truck through the Buyboard for Public Works and Engineering Department.
- f.** Consider an ordinance authorizing the purchase of two (2) Ford Trucks from Silsbee Ford, through GoodBuy Purchasing Cooperative, for the Utility Billing Department.
- g.** Consider an ordinance authorizing a Municipal Maintenance Agreement with TxDOT Houston District.
- h.** Consider an ordinance renewing the Annual No-Lead Brass Fittings Contract with Ferguson Enterprises, LLC.
- i.** Consider an ordinance awarding the Annual Uniform and Floor Mat Rental Contract to UniFirst Holdings LLC, through the Texas Local Government Purchasing Cooperative (BuyBoard).
- j.** Consider an ordinance authorizing the purchase, installation, maintenance, and repair of landscaping improvements for the San Jacinto Roundabout and portions of Hunt Road to be installed by Yellowstone Landscape-Central, Inc., through the through Texas Local Government Purchasing Cooperative (Choice Partners COOP).

- k. Consider an ordinance authorizing the First Amendment to the Professional Services Agreement with TX BBG Consulting Inc. for plan review services to ensure compliance with the City's Unified Land Development Code ("ULDC").
- l. Consider a resolution authorizing settlement of CenterPoint Energy Houston Electric's ("CEHE") pending application to amend its Distribution Cost Recovery Factor ("DCRF") in a manner that reduces CEHE's requested \$85.8 million increase by \$7.8 million.
- m. Consider an ordinance repealing and replacing Chapter 2 "Administration," Article IV "Boards and Commissions," Division 12 "Baytown Youth Advisory Commission" of the Code of Ordinances, Baytown, Texas.
- n. Consider a resolution authorizing the City Manager to make application to the United States Department of Housing and Urban Development (HUD) for the 2022-2023 Community Development Block Grant (CDBG) funds and designating an authorized representative to accept and affirm any grant awarded as a result of the application.
- o. Consider a resolution authorizing the City of Baytown to submit a grant application to the U.S. Department of Justice, Bureau of Justice Assistance, for the FY22 Edward Byrne Memorial Justice Assistance Grant (JAG) Program on behalf of the Police Department.

**11. MANAGER'S REPORT**

Notice is hereby given in accordance with Section 551.0415 of the Texas Government Code, the City Council of the City of Baytown may receive a report about items of community interest from City staff and/or a member of the City Council, but no action or possible action shall be taken or discussed concerning the subject of such report, except as provided by Section 551.042 of the Texas Government Code.

**12. COUNCIL MEMBER DISTRICT REPORT**

- a. Receive a report from Council Member Heather Betancourth regarding District No. Four projects and programs.

**13. CITY MANAGER'S PERFORMANCE EVALUATION**

- a. Recess into and conduct an executive session pursuant to Texas Government Code, Section 551.071(2) to consult with its attorney, and/or Section 551.074 to deliberate a Sixth Amendment to the Agreement for Professional Services and Employment as City Manager with Richard L. Davis.
- b. Consider an ordinance authorizing the Sixth Amendment to the Agreement for Professional Services and Employment as City Manager with Richard L. Davis.

**14. ADJOURN**


**PUBLIC NOTICE IS GIVEN THAT IN ADDITION TO ANY EXECUTIVE SESSION LISTED ABOVE, THE CITY COUNCIL RESERVES THE RIGHT TO ADJOURN INTO EXECUTIVE SESSION AT ANY TIME AS AUTHORIZED BY THE TEXAS GOVERNMENT CODE SECTIONS 551.071 - 551.090 TO DISCUSS ANY OF THE MATTERS LISTED ABOVE.**

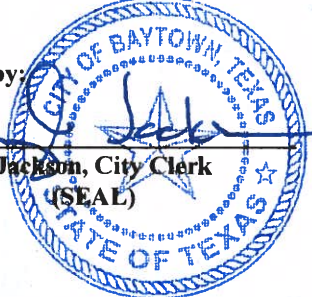
**THE CITY OF BAYTOWN IS COMMITTED TO COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT. REASONABLE ACCOMMODATIONS AND EQUAL ACCESS TO COMMUNICATIONS WILL BE PROVIDED UPON REQUEST. FOR ASSISTANCE PLEASE CALL 281-420-6522, FAX 281-420-6586, OR CONTACT 281-420-6522 VIA RELAY TEXAS AT 711 OR 1-800-735-2988 FOR TYY SERVICES. FOR MORE INFORMATION CONCERNING RELAY TEXAS, PLEASE VISIT: [HTTP://RELAYTEXAS.COM](http://RELAYTEXAS.COM)**

Approved for posting:

  
Rick Davis, City Manager

Posted by:

  
Angela Jackson, City Clerk  
(SEAL)

The seal is circular with a double-lined border. The outer ring contains the text "CITY OF BAYTOWN, TEXAS" at the top and "STATE OF TEXAS" at the bottom, separated by a star on the right. The inner circle features a five-pointed star in the center.

Posted this 22nd day of July 2022, at 5:30 P.M.



## **CITY COUNCIL MEETING**

**1. a.**

**Meeting Date:** 07/28/2022

**Subject:** June 23, 2022, Work Session and Regular City Council Meeting Minutes

**Prepared for:** Angela Jackson, City Clerk's Office

**Prepared by:** Raquel Martinez, City Clerk's Office

**Department:** City Clerk's Office

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### **Information**

#### **ITEM**

Consider approving the minutes of the City Council Work Session and Regular Meeting held on June 23, 2022.

#### **PREFACE**

This item allows the City Council to review and approve the minutes of the City Council Work Session and Regular Meeting held on June 23, 2022.

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### **Attachments**

June 23, 2022, CC WS Draft Minutes

June 23, 2022, CC Draft Minutes

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**MINUTES OF THE REGULAR WORK SESSION OF THE  
CITY COUNCIL OF THE CITY OF BAYTOWN**

June 23, 2022

The City Council of the City of Baytown, Texas, met in a Regular Work Session on Thursday, June 23, 2022, at 5:30 P.M. in the Hullum Conference Room of the Baytown City Hall, 2401 Market Street, Baytown, Texas with the following in attendance:

Laura Alvarado	Council Member
Chris Presley	Mayor Pro Tem
Heather Betancourth	Council Member
Jacob Powell	Council Member
Mike Lester	Council Member
Rick Davis	City Manager
Trevor Fanning	Interim City Attorney
Angela Jackson	City Clerk

Mayor Pro Tem Chris Presley convened the June 23, 2022, City Council Regular Work Session with a quorum present at 5:30 P.M., all members were present with the exception of the absence of Mayor Brandon Capetillo, Council Member Charles Johnson, and Council Member Jacob Powell who later arrived at 5:31 P.M.

Due to technical difficulties, the City Council Regular Work Session recording experienced a loss in audio feed. The following information was based off the notes provided by the City staff present at the meeting and the presentations of the speakers of each item.

**1. DISCUSSIONS**

**a. Discuss Request for Proposals for Solid Waste Contract.**

Council considered Discussion Item 1.b. before Discussion Item 1.a. After Discussion Item 1.b., the regular order of the agenda was returned.

Public Works and Engineering Director Frank Simoneaux introduced Solid Waste Specialist Lynn Lantrip to Council. Mr. Lantrip further introduced himself and his consulting firm that provided Request for Proposal (RFP) preparation assistance throughout Texas. As background, solid waste and recycling collected by Waste Management, Inc. under a five-year contract that expired September 30, 2022 with an option to extend for sixty days. Garbage was collected two times per week in bags, cans, or carts. The amount was unlimited and all routes ran on either Monday through Thursday or Tuesday through Friday. Recycling was collected in a ninety-five-gallon cart once a week on the same day garbage was collected. Similarly, Bulk was collected twice a week on garbage collection days as well. Brush, on the other hand, was collected by the City once a month.

The following slide of Mr. Lantrip's presentation touched on Baytown's RFP process. Solid Waste specialist were hired on the first week of May to provide the RFP and the accompanying contract. It was noted that new contracts would start on December 1<sup>st</sup> for a five-year term. Mr. Lantrip's

consulting firm had met with City staff to get their instructions on May 10<sup>th</sup>. Documents had been vetted by said City staff and Legal Counsel. In addition, notices had been placed in the paper and vendors had been contacted by phone alerting them of the mandatory Pre-Bid Meeting on June 30<sup>th</sup>. The vendors responses were due July 27<sup>th</sup>.

Responses were judged by the following criteria:

Criteria	Percent of Total
Compliance, Clarity of Proposal – Minimal Exceptions to RFP and Contract	10%
Experience Providing Like-Services to Like-Sized Cities	15%
Strength of Personnel at the Hauling Division	10%
Operational Plan in Narrative Format	20%
Transition Plan to New Vendor and/or Service Model	5%
Customer Service, Contract Compliance Reporting, the use of GPS & Support	15%
Financial Strength of Proposer	5%
Competitive Cost of Proposal	20%

Next, Mr. Lantrip discussed residential collection proposed in the RFPs. All collections would remain as two days per week. The first option would be to collect using bags with a ten-bag limit per collection day. Or, the second option was that a contractor provide a new ninety-five-gallon cart for all garbage to be placed in said cart. Additional waste could be collected using a pink tag and unusual accumulations would have a predetermined fee. Recycling would not change; however, bulk would be collected once per week on the second day with a four-yard limit. Likewise, brush collection would remain the same. All carts provided by the contractor would be new. Also, liquidated damages would allow the City to charge the vendor for specific failures in collection. Fees would be fair, but large enough to draw attention.

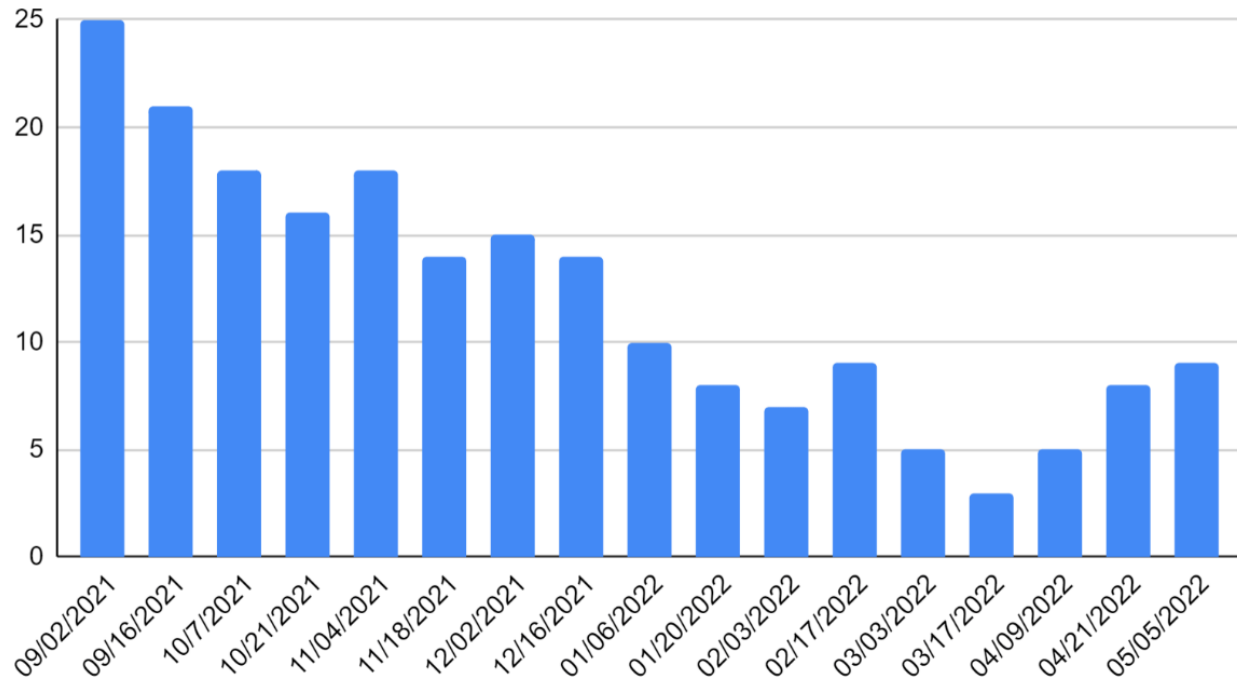
With that, Mr. Lantrip inquired for any questions from Council. After their dialogue, Council proceeded to consider Discussion Item 1.c.

**b. Discuss proposed revisions to the Youth Advisory Commission ordinance.**

Community Engagement Coordinator Sabrina Martin and Librarian II Catherine Beverly presented the proposed revisions of the Youth Advisory Commission (YAC) ordinance to Council. The first slide of Ms. Martin and Ms. Beverly's presentation listed four points on the current reality of the YAC, such as: the students loved interactive sessions the most; the current structure was not aligned with the reality of teen life; public meeting responsibilities; and attendance had dropped drastically over time. It was significant to note that, in the spring semester, the attendance of the YAC participants dropped to as low as three students per meeting.

A chart, displayed through Ms. Martin and Ms. Beverly's presentation, mapped the YAC participants attendance from September 2, 2021 to May 5, 2022. That chart was as follows:

## YAC Attendance



The current ordinance was a yearlong commitment which, in turn, resulted in fifteen-plus meetings attended by twenty-five students. YAC participants hosted public meetings, planned events, executed community surveys, acted as an official commission, etc. The proposed ordinance would only be a semester-long commitment with only five meetings attended by sixty students. The YAC would turn in to an education focused program with the opportunity to build connections with City staff and other students. Both current and future ordinances had the same goal of creating pathways for youth to be involved in local government and grow as community leaders.

The next slide of the presentation listed activities the YAC participants would partake in. First, an activity titled “Baytown Bucks” was for the participants to dive in to how Baytown was budgeted. YAC participants would take a closer look at how the City financed every day operations all the way to Capital Improvement Projects. Next, the YAC would have a Staff Round Table to meet with City staff from various departments to learn more about how the City operated. YAC participants would also have a Plan an Event Seminar where the participants would think of an event and plan it out with the City’s Parks and Recreation event staff. Furthermore, the students would attend a Local Volunteer Event as a group to learn more about community volunteering. The final activity listed was that the YAC meet the City Council Members in a fun meet and greet.

Ms. Martin and Ms. Beverly ended their presentation inquiring for any questions from Council.

**c. Discuss any or all of the agenda items on the City Council Regular Meeting Agenda for June 23, 2022, which is attached below.**

Council Member Powell was noted by staff asking a question over Consent Agenda Item 5.f. on the City Council Regular Meeting Agenda for June 23, 2022. However, due to the loss of audio, the Council Members' question and the response were lost.

**2.     ADJOURN**

With there being no further business to discuss, Mayor Pro Tem Chris Presley adjourned the June 23, 2022, City Council Regular Work Session at 6:09 P.M.

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Angela Jackson, City Clerk  
City of Baytown



**DRAFT**  
**MINUTES OF THE REGULAR MEETING OF THE**  
**CITY COUNCIL OF THE CITY OF BAYTOWN**

June 23, 2022

The City Council of the City of Baytown, Texas, met in a Regular Meeting on Thursday, June 23, 2022, at 6:32 P.M. in the Council Chamber of the Baytown City Hall, 2401 Market Street, Baytown, Texas with the following in attendance:

Laura Alvarado	Council Member
Chris Presley	Mayor Pro Tem
Heather Betancourth	Council Member
Jacob Powell	Council Member
Mike Lester	Council Member
Rick Davis	City Manager
Scott Lemond	City Attorney
John Stringer	Sergeant at Arms
Angela Jackson	City Clerk

Mayor Pro Tem Chris Presley convened the June 23, 2022, City Council Regular Meeting with a quorum present at 6:32 P.M., all members were present with the exception of the absence of Mayor Brandon Capetillo and Council Member Charles Johnson.

The Pledge of Allegiance, Texas Pledge, and Invocation were led by Council Member Laura Alvarado.

**1. MINUTES**

**a. Consider approving the minutes of the City Council Regular Meeting held on May 26, 2022.**

A motion was made by Council Member Heather Betancourth and seconded by Council Member Laura Alvarado to approve the minutes of the City Council Regular Meeting held on May 26, 2022, as submitted. The vote was as follows:

Ayes: Council Member Laura Alvarado, Mayor Pro Tem Chris Presley, Council Member Heather Betancourth, Council Member Jacob Powell, and Council Member Mike Lester

Nays: None

Other: Mayor Brandon Capetillo (Absent) and Council Member Charles Johnson (Absent)

Approved

**2. RECOGNITIONS AND CITIZEN COMMUNICATIONS**

**a. Recognize City of Baytown Employees for their Years of Service.**

Human Resources Director Carol Flynt presented the item and provided a video presentation of all the individuals that received the Years of Service award for the month of June.

**5 YEAR**

Darryl Starr, Police Detention Supervisor  
Brian Bakeberg, Firefighter  
Brandon Spears, Firefighter  
Vanessa Chavez, Firefighter  
Don Lam, Firefighter

**10 YEAR**

Michael Thomas, Public Works Wastewater Operator III  
Glenn Barteel, Public Works Heavy Equipment Specialist II

**25 YEAR**

Iveleth Hernandez, Police Patrol Officer  
Estela Martin, Police Administrative Assistant  
Steven Jones, Communications Manager

**30 YEAR**

John Butler, Police Sergeant

**35 YEAR**

Lisa Salinas, Police Open Records Specialist I

**b. Presentation of the Life Saving Award to Officer Jeffery Spencer by the Chief of Police.**

Police Chief John Stringer presented the Life Saving Award to Officer Jeffery Spencer. Chief Springer noted that on April 26, 2022, Officer Spencer responded to the scene of a reported suicidal subject at the top of the Fred Hartman Bridge. On arrival, Officer Spencer observed the subject sitting at the railing with their feet dangling over the side. A concerned citizen was speaking with the subject as Officer Spencer approached the distraught individual and asked that he come back over the railing. As they continued to talk, the subject began to make movements as if to push their self over the bridge. Officer Spencer closed the distance, wrapped his arms around the subject, and pulled them back over the railing. Chief Stringer emphasized that Officer Spencer did not just merely reach out, but put himself in danger to save that person's life. At any moment, Officer Spencer could have gone over the railing with the citizen in a mental crisis. Officer Spencer's action prevented serious injury, or death, and the subject in crisis was able to get the help they needed. With that, Chief Stringer was proud to present Officer Spencer with the Life Saving Award.

### **3. DISCUSSIONS**

#### **a. Receive a presentation regarding the Proposed FY23 Utility Rates.**

Mayor Pro Tem Presley announced that Mr. David Isaac, via Zoom, had signed to speak on the item.

(Zoom) Mr. Isaac first noted that the agenda posted on the internet did not show the full agenda items and paperwork associated with them. He wished the City to work harder on that. Regarding the item, Mr. Isaac hoped the item was not about a utility rate hike on the taxpayers and citizens of the town. There was a global recession upon the horizon, inflations were through the roof, and gas prices were high. Mr. Isaac believed somebody should speak for everyday Americans when speaking about their utility rates. He hoped the presentation would provide some relief in the best case or stay the same in a neutral case. The utility rates going up would be the worst case. If it would be a utility rate hike, Mr. Isaac wished Council to vote it down for the sake of the taxpayer.

With that, Mayor Pro Tem Presley stated Council would hear the presentation. Public Works and Engineering Director Frank Simoneaux introduced to Council the presentation regarding the Proposed FY23 Utility Rates. The agenda of the presentation was to give Council background information, recommended changes, water tiers, look at existing and proposed rates, example bills, and then compare those to other comparable cities.

As background, the City's last rate adjustments were in the following years:

- Water: 2014
- Wastewater: 2019
- Outside City Multiplier: 2021

The year prior, Council adopted an ordinance addressing outside the City multiplier. The effects of inside-City rates versus outside were about 1.2 multiplier for volumetric charges and 1.5 multiplier for base charges—which were the base and customer charge.

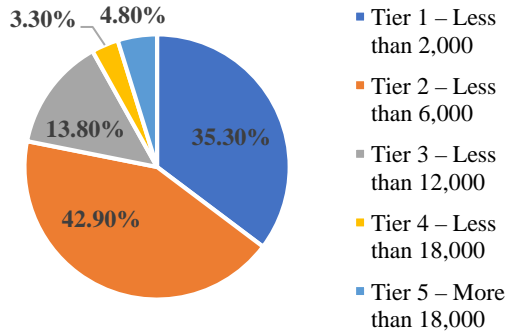
Some of the rate increase drivers were listed as the following:

- 18.5% City of Houston rate increase to Baytown Area Water Authority (BAWA) in the last year as BAWA bought raw water from Houston and treated it in to drinking water
- 6% BAWA rate increase to the City of Baytown
- Inflation of costs to utility
- Historical underfunding of utility maintenance which resulted in delayed maintenance

The recommended changes Public Works proposed were:

- Reduce Tiers
- Bring All Tiers to Minimum Cost of Water (\$3.26/1,000 Gallons)
- Generate 2% Revenue Increase
- Evaluate Future Rates Based on Impact of Proposed Changes

In regard to the tiers, the City currently had five. Mr. Simoneaux displayed a pie chart of the single-family water usage under the existing rates.



Tiers 1 and 2 were almost a third of the chart each with Tiers 3 through 5, combined, making another third of the customers. Public Works and Engineering staff was recommending consolidating Tiers 3 through 5 in to one tier as staff did not see the need to have tiers that only encompassed a small number of users.

Mr. Simoneaux then displayed the following series of charts regarding water rates:

#### Comparison of Existing and Proposed Inside City Fixed Water Rates

WATER RATES		EXISTING	PROPOSED	VARIANCE
Customer Charge (per bill)		\$3.62	\$3.68	\$0.06
Basic Facility Charge (per EDU)		7.53	7.76	0.23
<b>Monthly Rate</b>		<b>\$11.15</b>	<b>\$11.44</b>	<b>\$0.29</b>
<b>Non-Residential</b>	<b>EDU</b>			
5/8" Meter	1.00	\$7.53	\$7.76	\$0.23
3/4" Meter	1.50	11.31	11.64	0.33
1" Meter	2.50	18.83	19.40	0.57
1 1/2" Meter	5.00	37.67	38.80	1.13
2" Meter	8.00	60.26	62.08	1.82
3" Meter	16.00	120.51	124.16	3.65
4" Meter	25.00	188.31	194.00	5.69
6" Meter	50.00	376.60	388.00	11.40
8" Meter	80.00	602.59	620.80	18.24
10" Meter	115.00	866.20	892.40	26.20

#### Comparison of Existing and Proposed Inside City Volumetric Water Rates

VOLUMETRIC RATES	EXISTING	PROPOSED	VARIANCE
<b>Single Family Residential</b>			
Tier 1	\$2.57	\$3.26	\$0.69

Tier 2	5.60	6.00	0.40
Tier 3	6.71	8.59	1.88
Tier 4	8.74		
Tier 5	11.36		
<b>Multifamily Residential</b>			
Tier 1	\$2.60	\$3.26	\$0.66
Tier 2	5.63	5.63	0.00
<b>Non-Residential</b>	\$5.60	\$5.60	\$0.00
<b>High Volume Users</b>	4.13		
<b>Irrigation</b>			
Tier 1	\$5.60	\$6.00	\$0.40
Tier 2	6.71	8.59	1.88
Tier 3	8.74		
Tier 4	11.36		

#### Comparison of Existing and Proposed Outside City Fixed Water Rates

<b>WATER RATES</b>		<b>EXISTING</b>	<b>PROPOSED</b>	<b>VARIANCE</b>
Customer Charge (per bill)		\$5.43	\$5.52	\$0.09
Basic Facility Charge (per EDU)		11.30	11.64	0.34
<b>Monthly Rate</b>		<b>\$16.73</b>	<b>\$17.16</b>	<b>\$0.07</b>
<b>Non-Residential</b>	<b>EDU</b>			
5/8" Meter	1.00	\$11.30	\$11.64	\$0.34
3/4" Meter	1.50	16.97	17.46	0.49
1" Meter	2.50	28.25	29.10	0.85
1 1/2" Meter	5.00	56.51	58.20	1.69
2" Meter	8.00	90.39	93.12	2.73
3" Meter	16.00	180.77	186.24	5.47
4" Meter	25.00	282.47	291.00	8.53
6" Meter	50.00	564.90	582.00	17.10
8" Meter	80.00	903.84	931.20	27.36
10" Meter	115.00	1,299.30	1,338.60	36.30

#### Comparison of Existing and Proposed Outside City Volumetric Water Rates

<b>VOLUMETRIC RATES</b>	<b>EXISTING</b>	<b>PROPOSED</b>	<b>VARIANCE</b>
<b>Single Family Residential</b>			
Tier 1	\$3.08	\$3.92	\$0.84
Tier 2	6.72	7.20	0.48
Tier 3	8.05	10.31	2.26

Tier 4	10.49		
Tier 5	13.63		
<b>Multifamily Residential</b>			
Tier 1	\$3.12	\$3.92	\$0.80
Tier 2	6.76	6.76	0.00
<b>Non-Residential</b>	\$6.72	\$6.72	\$0.00
<b>Irrigation</b>			
Tier 1	\$6.72	\$7.20	\$0.48
Tier 2	8.05	10.31	2.26
Tier 3	10.49		
Tier 4	13.63		

Mr. Simoneaux proceeded to display the following series of charts regarding sewer rates:

#### Comparison of Existing and Proposed Inside City Fixed Wastewater Rates

SEWER RATES		EXISTING	PROPOSED	VARIANCE
Customer Charge (per bill)		\$3.91	\$4.03	\$0.12
Basic Facility Charge (per EDU)		8.13	8.42	0.29
<b>Monthly Rate</b>		<b>\$12.04</b>	<b>\$12.45</b>	<b>\$0.41</b>
<b>Non-Residential</b>	<b>EDU</b>			
5/8" Meter	1.00	\$8.13	\$8.42	\$0.29
3/4" Meter	1.50	12.21	12.63	0.42
1" Meter	2.50	20.33	21.05	0.72
1 1/2" Meter	5.00	40.68	42.10	1.42
2" Meter	8.00	65.08	67.36	2.28
3" Meter	16.00	130.15	134.72	4.57
4" Meter	25.00	203.37	210.50	7.13
6" Meter	50.00	405.73	421.00	15.27
8" Meter	80.00	650.76	673.60	22.84
10" Meter	115.00	935.50	968.30	32.80

On sewer rates, Mr. Simoneaux noted that the City had tried to mitigate the impact of their customers. The City tried to keep the bill impact to \$2 per month on the low-volume user. Thus, sewer rates would not go up as much to maintain that total bill impact to a lower amount for users.

#### Comparison of Existing and Proposed Inside City Volumetric Wastewater Rates

VOLUMETRIC RATES	EXISTING	PROPOSED	VARIANCE
<b>Single Family Residential</b>			
Tier 1	\$2.81	\$2.81	\$0.00

Tier 2	6.08	6.36	0.28
Tier 3	0.00	6.36	6.36
<b>Multifamily Residential</b>			
Tier 1	\$2.81	\$2.81	\$0.00
Tier 2	6.08	6.36	0.28
<b>Non-Residential</b>	\$6.08	\$6.08	\$0.00
<b>High Volume Users</b>	4.59		

### Comparison of Existing and Proposed Outside City Fixed Wastewater Rates

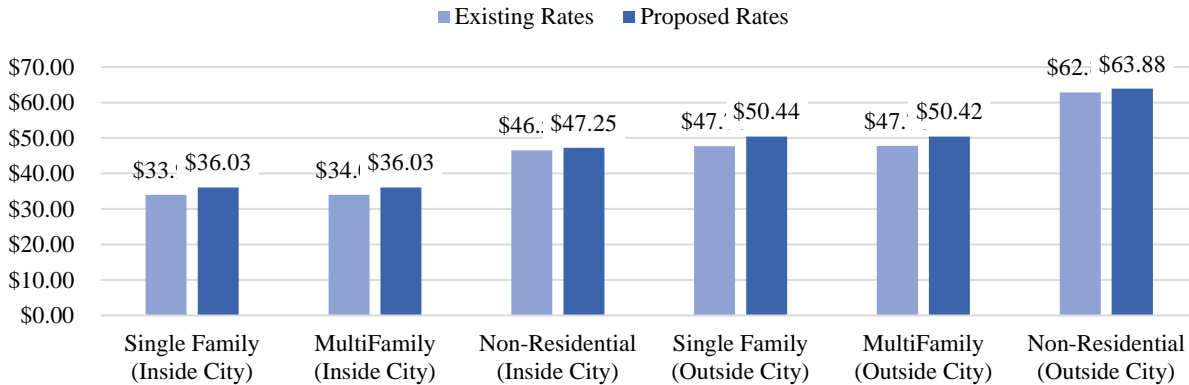
SEWER RATES		EXISTING	PROPOSED	VARIANCE
Customer Charge (per bill)		\$5.87	\$6.05	\$0.18
Basic Facility Charge (per EDU)		12.20	12.63	0.43
<b>Monthly Rate</b>		<b>\$18.07</b>	<b>\$18.68</b>	<b>\$0.28</b>
<b>Non-Residential</b>	<b>EDU</b>			
5/8" Meter	1.00	\$12.20	\$12.63	\$0.20
3/4" Meter	1.50	18.32	18.95	0.28
1" Meter	2.50	30.50	31.58	0.50
1 1/2" Meter	5.00	61.02	63.15	0.98
2" Meter	8.00	97.62	101.04	1.58
3" Meter	16.00	195.23	202.08	3.17
4" Meter	25.00	305.06	315.75	4.94
6" Meter	50.00	610.10	631.50	9.90
8" Meter	80.00	976.14	1,010.40	15.86
10" Meter	115.00	1,403.25	1,452.45	22.75

### Comparison of Existing and Proposed Outside City Volumetric Wastewater Rates

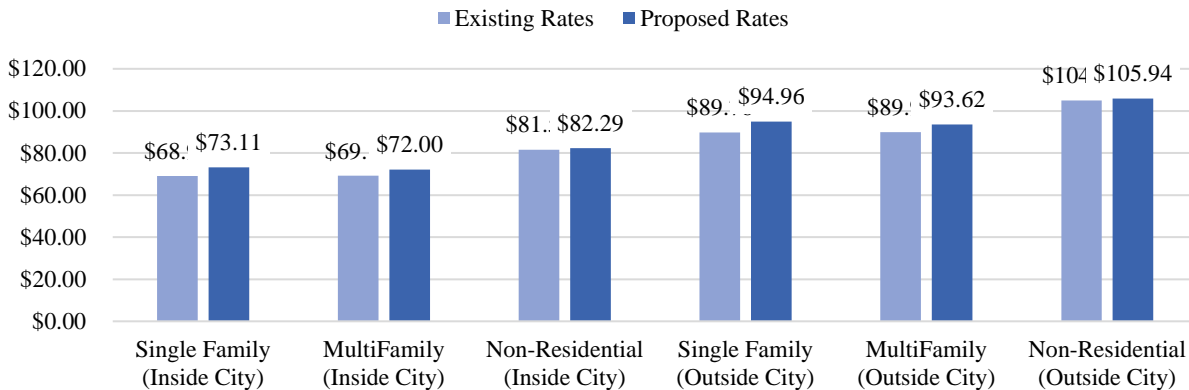
VOLUMETRIC RATES	EXISTING	PROPOSED	VARIANCE
<b>Single Family Residential</b>			
Tier 1	\$3.37	\$3.38	\$0.01
Tier 2	7.30	7.64	0.34
Tier 3	0.00	7.64	7.64
<b>Multifamily Residential</b>			
Tier 1	\$3.37	\$3.38	\$0.01
Tier 2	7.30	7.64	0.34
<b>Non-Residential</b>	\$7.30	\$7.30	\$0.00

Mr. Simoneaux proceeded to touch on the customer bill impact with the following charts:

### Assuming 2,000 gallons of usage

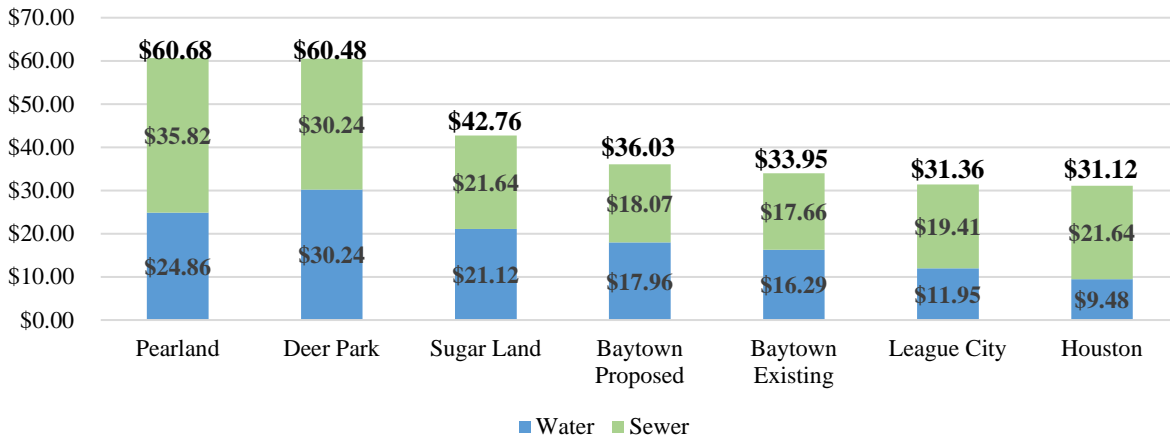


### Assuming 5,000 Gallons of Usage



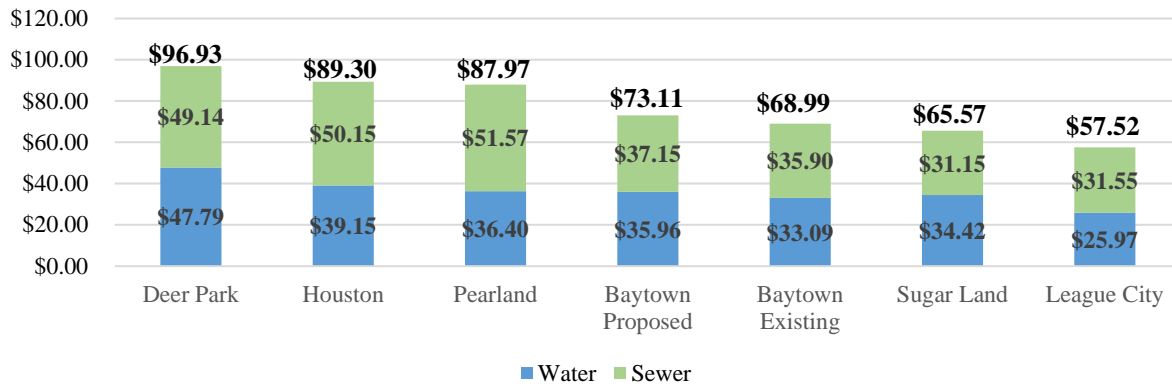
In comparing Baytown to other cities, Mr. Simoneaux used the following charts:

### Assuming a Single Family Residential Customer (Inside City) with 2,000 Gallons of Monthly Water Usage





**Assuming a Single Family Residential Customer (Inside City) with  
5,000 Gallons of Monthly Water Usage**



With that concluding his presentation, Mr. Simoneaux reminded Council that Discussion Item 3.a. was not an action item. The rates would be included in the City’s proposed budget. Mr. Simoneaux proceeded to inquire for any comments or questions from Council.

If Council were not to approve the increase, Council Member Powell inquired what kind of deficit was the City looking at. While it was hard to say exactly, Mr. Simoneaux answered the City would have to defer more maintenance on its system. When deferring maintenance, sooner or later the City would have to pay because things would break and it would cost more to fix things than to maintain them properly. Mr. Simoneaux explained it would put the City in a deficit and create the need for higher rates in the future because the City would have a much greater need for its capital projects. However, in the current year, the City was not projected to be at a deficit. Although, Mr. Simoneaux believed they were very close on the number of days they had of operating capital. In the future, it would be projected to go under the City’s required reserves.

Council Member Betancourth understood the City liked to keep expenses in the same fund for the assets that it tried to maintain or operate. Yet, she questioned if they could use General Fund money to get the maintenance done without raising rates. Mr. Simoneaux replied it was possible to use General Fund dollars for the utility, but enterprise funds should be self-sustaining per staff’s objective. Council Member Betancourth presumed citizens were underpaying BAWA because the rates were not the same as what BAWA charged the City. Mr. Simoneaux confirmed that was the case with certain classes, such as single-family residential. Other classes subsidized that class.

Moreover, Council Member Betancourth wondered how it was a sustainable model. She questioned if the rates always raise and Mr. Simoneaux responded Houston traditionally increased their cost of water every year to BAWA. Thus, BAWA was seeing increased rates and inflation. Costs kept rising and the City had to balance revenues and expenses. Mr. Simoneaux explained they would have to raise rates to accomplish that. Council Member Betancourth leaned more towards alternate funding mechanisms. As their citizen speaker mentioned, inflation was hitting everybody so she did not believe it was the right time for rate raises. Council Member Betancourth knew the City had revenue increases in the General Fund and would be interested in exploring other ways to accommodate the maintenance without raising rates.

Council Member Lester requested to go over, once more, on the graph of the Existing and Proposed Inside City Volumetric Water Rates. He remembered when those were discussed years back and recalled it was deliberate that the first 2,000 was less than the \$3.60 that it cost. In the discussions that Council had, it was typically an older household of senior citizens. It was a deliberate act to make that a lesser fee. Those that go about 4,000 were a typical household with two to three kids who used more water. Also, Council Member Lester agreed with his current and previous colleagues' discussions. Senior citizens, as himself, had limited incomes or retired. Inflation in the economy hit everybody, but that group even more so. Council Member Lester liked the idea of keeping that a little more constrained because it was limited use, the 2,000 gallons. If a residential household could stay under that 2,000-gallon mark, he believed that was an accommodation the City needed to look at. Council Member Lester understood that needs went up some, but he believed they needed to have a conscious effort to keep that initial tier lower.

Council Member Alvarado relayed she had a few questions. When most individuals look at their bill, they looked at it as a whole. The City was raising their utility and then garbage on the same bill. Council Member Alvarado was worried about what the cost would be because residents would only see the bill. In terms of sewage, Council Member Alvarado asked if the rate was impacted by the homes that had sewer line issues that had not gone into the City's P-SLIP program. Mr. Simoneaux stated those individuals were charged \$25 a month surcharge if they had not made their repair within the year. Council Member Alvarado presumed the maintenance of the City's lines were affected by those that were not willing to either enter into a program or repair their lines. She asked if that add a burden to the City's maintenance cost and Mr. Simoneaux replied that it did, it meant the City had to treat more wastewater. The City's costs were higher because it used more chemicals and more electricity. Council Member Alvarado questioned Council if they would like to revisit the fees applied for those individuals. Also, Council Member Alvarado was curious to know since the P-SLIP program, how had the response been, were repairs made, and did the City hear back from them. Council Member Alvarado would like to hear more about that.

If the ultimate way was to go in to the proposed changes, Council Member Alvarado further inquired if there be a grace period where late fees would not be charged until the City got residents used to the higher rate. She wondered if that would be possible as the City had done so during the pandemic. City Manager Rick Davis did not recommend mingling billing policies with how the City dealt with delinquencies. Council Member Alvarado clarified the City was ultimately raising the fees that residents would not be able to afford and asked what else could Council do to help residents get used to it. She was not talking about waste collection but of the new rates and water increases. Mr. Davis suggested they could talk about an incremental schedule. One consideration to make was how that would interface with the new financial system. Mr. Davis noted there may be a delay in bringing in those fees anyway; however, as they do so, they may be able to be more incremental.

Council Member Alvarado's last question was in regards to surprise utility bills for residents who had a leak or running toilet that increased their bill. She remembered Council had discussed about new systems, or meters, that people could look at in real-time and receive a notice right away. The question was: would Baytown have that capability and when? Mr. Davis responded that staff was working towards that end; however, about 20% of the City's meters were over their useful life and started to slow down. The City was focused on replacing those meters first and then look for the technology that would allow the City to go to that next tier of data reporting. Nonetheless, Mr.

Davis explained there were some years in the distance before they could put the financing together for that.

Mayor Pro Tem Presley agreed with Mr. Simoneaux who did not want to defer any maintenance. He was okay with the minimal increase, yet would be open to looking at some sort of option or flexibility on low-use users. Likewise, Mayor Pro Tem Presley agreed with looking in to other sources Council Member Betancourth mentioned as well. If they were to look at that as short term, Mr. Davis believed that was possible. However, Mr. Davis would never recommend a longer-term policy of subsidizing with the General Fund because that was the pitfall a lot of councils got into, which was not sustainable. If Council would say, for example, to go through that until the next year, Mr. Davis stated that could be revisited if the City could fund a project some other way.

**b. Receive feedback regarding the Draft FY23-27 Capital Improvement Plan.**

Public Works and Engineering Director Frank Simoneaux presented the item and noted that previously, he had presented to Council the Draft FY23-27 Capital Improvement Plan (CIP). Since then, staff had received individual feedback and made a couple of adjustments. Mr. Simoneaux relayed staff added to the CIP an item to renovate the Art League Building for \$600,000 in FY23. In addition, staff moved the Fire Boat Lift and Cover from FY25-26 to FY23. Lastly, Mr. Simoneaux stated they added some contingency in to the CIP Fund. The effect of all those changes was a projected General Fund debt of about \$45 million. With that, Mr. Simoneaux was there to listen to Council's feedback.

In regards to the Art League Building, Council Member Lester inquired what the City was anticipating doing there. Mr. Simoneaux answered heating, ventilation and air conditioning (HVAC) as well as roof repairs and Americans with Disabilities Act (ADA) compliance. Council Member Lester asked if that was within the contract bounds. City Manager Rick Davis did not believe the contract limited the City's contributions to the building to maintain it. Council Member Alvarado recalled she had once asked that before, as well, and confirmed it was within the bounds.

During the Council Retreat, Council talked about the Quilt Guild needing space. While it had to be discussed with the Art League, Council Member Alvarado suggested perhaps they cohabitate the room and let the Quilt Guild use it, as well, as it was art. Mayor Pro Tem Presley questioned if the second floor of the Art League Building would become usable. Mr. Davis replied the City would have to do a study and investigate that. To put the Quilt Guild in the Art League Building, Council Member Lester believed that would have a negative impact on the Art League because they were bursting at the seams as it was.

Council Member Lester was curious of the \$600,000 for additional renovations because he wanted to make sure that, contractually, the City was required to do that. Mr. Davis stated the City had a fairly clear idea of what improvements needed to be made and assured Council the City would not spend it all if they did not need it all. Mr. Simoneaux added it was a conservative estimate. The earliest estimates Mr. Davis saw was around \$250,000 to \$300,000. If they were to get in to issues dealing with the upstairs and were able to address those, Mr. Davis considered that a good thing and noted the draft was just a plan. The \$600,000 was not a budget. The City would only spend that, but it could get expensive quickly. For example, the elevator was not entirely operable which was a very big ADA issue. It could be relatively okay in terms of expenditures, but it could go

north with weightier issues. Council Member Lester stated that was something Council needed to be kept informed on. Mr. Davis assured Council would be informed as it was a priority for Council.

In addition to the fact that it ranked highly at the Council Retreat, Council Member Betancourth noted the Art League Building was City-owned. When Council discussed deferred maintenance, that building had been deferred for a long time. Council Member Betancourth listed a few difficult conditions despite it being one of the few functioning buildings on Texas Avenue. She believed the City should invest because of that. The Art League put on quality events that attracted people who were not members of their league. Thus, Council Member Betancourth thought the \$600,000 was conservative and appreciated that as it was a good investment for the area.

The \$600,000 was a lot of money, but Mayor Pro Tem Presley was in favor of the City doing what it could to that building. If it were closer to \$250,000 or \$300,000, he hoped that ended up being the case and even if it were to start approaching \$600,000, they would want to be apprised of that. Mr. Davis responded they would send Council updates and requested Mr. Simoneaux to apprise himself of what was being spent and if it started to approach \$600,000, Council would be apprised of that.

#### **4. REPORTS**

##### **a. Receive a report from the Economic Development Alliance regarding the Economic Development Services Agreement for Tourism and Promotional Services.**

Mayor Pro Tem Presley announced Mr. David Isaac had signed up to speak on Item 4.a.

(Zoom) Mr. Isaac proceeded to discuss economic development in the City. He noted Council would hear from an institution that would give a bunch of nice buzz words, as Mayor Pro Tem Presley once said. Mr. Isaac made note that the small businesses did not receive the same help as larger companies. Thus, economic development was suffering in Baytown. Mr. Isaac spoke with several citizens about the issue and emphasized that small businesses were suffering with inflation, gas prices were through the roof, and the enforcement of codes were at an all-time low. Mr. Isaac believed Council should consider turning up the heat on the matter and take into consideration the people that were ready to get the job done, including: the mall, small businesses getting a boost, and the food desert on the west side. Whatever report Council would hear that night, Mr. Isaac noted nobody in town had read those 270 pages and it was not handed out at the meeting. On another note, Mr. Isaac stated Baytown had an issue with tourism. The City would continue to have an issue with tourism if Council expected to bring a convention center and did not support the current condition of businesses in Baytown.

Mr. Chad Burke, President/CEO of the Economic Alliance Houston Port Region, provided Council with an annual report of activities over the past year in Baytown and throughout the Houston Port region. Mr. Burke began with the Economic Alliance's mission which was to grow the regional economy by adding jobs and capital investment. The Economic Alliance did that by working with projects and companies to locate and expand in the area as well as support the competitive nature of where those dollars were spent, including: infrastructure, transportation, workforce development, public policy, and quality of life. The Economic Alliance's footprint was the same as it had been for several years—twenty-five miles of the Houston Ship Channel. Their footprint

included eleven cities, Harris County, and 250+ private sector members. It was no small part of Texas's economic sector encompassing over 20% of the value of the state's gross domestic product (GDP).

Mr. Burke gave quick updates on the Port of Houston with the following excerpt from his graph of the summary of vessel arrivals:

<b>Port</b>	<b>Jan.</b>	<b>Feb.</b>	<b>Mar.</b>	<b>Apr.</b>	<b>May</b>	<b>YTD 2022</b>	<b>YTD 2021</b>	<b>YTD %</b>	<b>MTM %</b>
Houston	697	621	741	708	712	3,479	3,214	8%▲	1%▲

One of the things the Economic Alliance tracked was the number of ships, or large vessels, that moved in and out of the port—of which the graph above portrayed. Mr. Burke displayed another visual representation of that same information. The chart showed a dip in 2019 and 2021. However, 2022 was on target to be the best year the Port of Houston had in moving ships and containers.

In regards to economic development, Mr. Burke presented a plotting chart that looked back over the last twelve years of projects they had worked on throughout the region. Pre-2011, they averaged about \$100 million a year in new capital investment on projects. Since then, it averaged over \$2 billion a year which was a direct reflection of the petrochemical industry growth.

Mr. Burke noted Kelsey Seybold was a direct response from the Economic Alliance being approached by Harris County Commissioner Adrian Garcia to address the healthcare desert in the north channel area. The Economic Alliance went out to all of their members in the health care industry, and Kelsey Seybold opened a clinic and were already talking about expanding.

Next, Mr. Burke discussed their project pipeline. At that time, twenty-three projects were active and all relatively new. The total cap ex was about \$7.1 billion with a little over 3,800 new jobs made. Mr. Burke commented that the \$7.1 billion was a really robust number for them. Through COVID, it had dropped down to about \$4.5 or \$5 billion. At the beginning of 2022, the Economic Alliance starting seeing an increase in their number of projects. Mr. Burke projected they would be back in a healthy growth mode moving forward. In their professional services, only 20% of the projects the Economic Alliance worked on included some sort of tax incentive from the state or county. Almost all of their projects included connecting businesses with local government, getting them through the permit process, and talking about infrastructure. In their numbers as far as growth and containers went, Houston went over \$3 million TEU's in 2019 with \$3.5 million in 2021. Most of the cargo was liquid bulk out of the petroleum industry.

Moreover, Mr. Burke addressed the complaints about their supply chain and logistics issues by comparing Houston to LA Long Beach. Pre-COVID, the Economic Alliance averaged between thirty to forty ships in their queue. Currently, there were sixty-five in the queue. Mr. Burke relayed that was a significant increase. He noted there was still an imbalance between the ability to move goods rapidly and the amount of goods that were flowing in which everyone was a part of by shopping on Amazon on a regular basis. The change in the way consumers purchased goods was reflected in the movement of goods in and out of the Port of Houston.

The Economic Alliance's Transportation Committee was led by regional mayors, East Harris Count Manufacturer's Association, Port Houston, Harris County, Texas Department of

Transportation (TxDOT), and Houston Galveston Area Council (HGAC). The Committee had met earlier that day with the Houston Freight Committee to identify about thirty projects and prioritized them. Mr. Burke displayed TxDOT's priority list of about seven years ago and noted that almost all of those projects were either under construction or study in one form or fashion. Now, Mr. Burke believed it was time to reassess. Baytown and the North Channel area had identified four or five new projects that needed to be prioritized and pushed towards TxDOT.

Some of the main projects currently under study in the Planning Environmental Linkages (PEL) Study were: 1) I-10 East Expansion, including the San Jacinto River Bridge; and 2) the SH 225 to I-610 expansion. The projects designed and with work under way were: 1) SH 146 expansion from Fairmont to Red Bluff; and 2) the Beltway Bridge and the SH 225 direct connectors. The Economic Alliance were constantly trying to find the funding for all eight direct connectors on the Beltway 8 bridge as it was now more than a billion-dollar bridge.

On another note, air quality continued to improve. Mr. Burke reported that the Economic Alliance monitored air quality every year with a presentation from the Houston Regional Monitoring by the U.S. Environmental Protection Agency (EPA), private monitors, the Air Alliance, and the Texas Commission on Environmental Quality (TCEQ). Those agencies were the monitors in the region that produced the data Mr. Burke displayed titled "8-Hour Ozone Design Values." The quality of air was impacted two-thirds by mobile sources now instead of point sources.

In continuation of the PEL Studies, Mr. Burke went over the study of I-10 down to Mont Belvieu. The most critical part of that was to finish the San Jacinto River Bridge. At that time, they were engineering about three different scenarios to include different heights. The higher it went, the farther out it must go out. However, the farther out it went would impact the Spur 330 interchange. Mr. Burke shared it had been pulled out of the study and accelerated to top priority.

The PEL Study of the SH 225 to I-610 was about a year behind in comparison to the I-10 study. Nevertheless, it had moved in to phase two which Mr. Burke voiced to be good. The Economic Alliance was waiting and hopeful to hear some recommendations to come out of that later in the year. Since the study included the I-610 bridge, Mr. Burke believed significant projects with a high price tag would come out of that and the Economic Alliance was working on funding. He heard Council discuss their infrastructure water issues and commented, with all the investment that was happening in the port region over the last decade, the infrastructure did not move at that pace. Mr. Burke emphasized they had to prioritize it with the state to get the projects funded and moved forward. Otherwise, the quality of life and businesses' ability to prosper would begin to degrade.

Mr. Burke sped through traffic counts and other slides further detailing the studies he previously mentioned. On a slide regarding the transportation stakeholder consensus, he stated all of their mayors and state and federal representatives signed a letter that was sent to TxDOT and several others to make sure their voice was heard. In workforce development, Mr. Burke relayed they worked with school districts, community colleges, and industries to market pathways and jobs that supported the region. Pre-COVID, the Economic Alliance averaged about a hundred different presentations a year which they would get back to. Over 10,000 students a year were being reached with the information and pathways, and noted that it was all self-funded.

Although there was not a slide for public policy, Mr. Burke wanted to mention that their Policy Committee would meet in the following week. The Committee reached out to all of their cities, industry, and port to gather topics that the region needed to voice and present to state legislatures. On November 30<sup>th</sup>, the Committee would have a forum with everyone present and to which Mr. Burke invited Council to join. The meaning of the forum was to state the items that were priorities in the region and for the chance to get the state legislatures' ear. The Committee did the same thing on a federal level every year. Last April, Mayor Capetillo and other folks from Baytown attended their trip to Washington, D.C. Mr. Burke commented that Mayor Capetillo did a great job of representing their region and the City of Baytown.

Furthermore, Mr. Burke wished to mention that housed in their office building was the Small Business Development Council (SBDC). The Economic Alliance partnered with the SBDC regularly. While the Economic Alliance worked on multibillion-dollar projects, the SBDC reached out to small businesses to provide free counseling, business planning, and seminars. In the week prior, the SBDC held a seminar targeting small, minority, and women-owned businesses to teach them how to work with government. The County was there as well as all kinds of different organizations. Mr. Burke explained those were the regular things they provided to try to fill that gap with small businesses. It was not the Economic Alliance, but the SBDC whom they housed.

To end off his presentation, Mr. Burke discussed quality of life. Last month, the Economic Alliance approved the Baytown Sculpture Trail Matching Grant for \$5,000. The Economic Alliance's Quality of Life Grants were available for all of their communities and was money they had taken through donations over the last couple of decades. The Quality of Life Grant could be for anything from reading programs to women's shelters to sculpture trails. Mr. Burke encouraged Council to keep that in mind for another project. The Economic Alliance had done a good job of stewarding that money over the years and had funds available that they would like to push out.

**b. Receive the City of Baytown's Comprehensive Annual Financial Report and Single Audit Report for the fiscal year ending September 30, 2021.**

Mayor Pro Tem Presley announced Mr. David Isaac had signed up to speak on Item 4.b.

(Zoom) Mr. Isaac relayed to the audience that Council would discuss the City's fiscal year. The most important thing taxpayers cared about was where their money was going. Mr. Isaac stated the problem was that it had not been public, or transparent, enough on the City's website since citizens had to wait and dig through 270 pages just to find the fiscal year report. He noted the fiscal year was not in the packet, but other information, such as the City giving away \$2.7 million to the Angel Brothers again, those were the things the town wanted to talk about and play a role in. The citizens had made that clear throughout their district focus group meetings in the last year that was a part of a community-based Strategic Plan. How did the City measure the metrics from a Strategic Plan without knowing the fiscal budget for the year? Mr. Isaac requested Council to make those documents more transparent going forward.

Mr. Robert Belt, Managing Partner of Belt Harris Pechacek, presented the Annual Financial Report for the City of Baytown for the year end to September 30, 2021. He noted Belt Harris Pechacek issued an unmodified opinion which was the highest level of assurance from them as the City's auditors. The disclosures required by generally accepted accounting principles had been included

and the financial statements were entirely correct. Anytime the City received federal funds of over \$750,000, the City was required to have an outside auditor, Belt Harris Pechacek, conduct a single audit—a separate bound report. Mr. Belt believed it was approximately \$5.5 million of federal funds that the City received in the past year. Belt Harris Pechacek issued two different compliance reports within their report—both of which were unmodified as well.

As there was a tremendous amount of financial information within the report, Mr. Belt stated he would just point out a couple of highlights. The total revenues for the year came in at almost \$120 million with total expenditures coming in at \$100.1 million. Other financing sources were at \$6,456,000. The City of Baytown began the year with a fund balance of \$36,996,000, and ended with \$48,375,000. Mr. Belt relayed the City had a positive increase for the year of approximately \$11.3 million. Governmental units often looked at their total budget in their fund balance and expressed that as a percentage of their operating year. Good, solid principles recommended having at least sixty to ninety days of working capital on hand. Baytown came in with almost six months of working capital, which Mr. Belt pronounced was an excellent financial position to be in.

The result of Baytown's Water and Sewer Fund came in with positive operating results as well. Again, Mr. Belt reiterated the report was for the past operating year and there had been a general inflationary increase of about 8%. In listening to the presentation of Item 4.a., Mr. Belt commented that the City had to keep up with the cost. If costs went up, the City had to keep track of that or they would have to make sacrifices somewhere in the quality of the system or it would catch up with them. With that concluding his report, Mr. Belt was happy to entertain any questions.

Mayor Pro Tem Presley understood, in speaking with the City Manager, that there were some recommendations to do and a bit more reporting. Also, Mayor Pro Tem Presley understood there was somewhat of an oversight on some of the booking, or accounting, and believed it had been remedied as well.

Council Member Betancourth, Chair of the Finance Committee, shared that there were four findings—two of which she wanted to draw Council's attention to. The recommendation to improve how staff communicated to Council on the subject of negative cash balances was that Council should consider adopting a formal policy on such matters. On the subject of expenditures in excess of appropriations, the recommendation was to ensure expenditures did not exceed the appropriations approved by Council. If there were insufficient funds, then an amendment should be proposed to Council in sufficient time. Council Member Betancourth completely supported both of those recommendations and urged staff to move forward with those.

Mayor Pro Tem Presley questioned City Manager Rick Davis how they would adopt those recommendations. With regard to the reporting, Mr. Davis had a discussion that day of what that would look like in the future. The City had one bucket of money with different funds represented within that bucket. There was, organically, an inflow and outflow of money. The auditors had recommended the City make some reporting on that condition. Finance Director Victor Brownlees relayed all recommendations had been accepted by the Finance Committee and the Committee would work with the auditors to bring forward any necessary policy proposals to Council. Mr. Davis requested Mr. Brownlees to further address how reporting could be done with regard to the inflow and outflow of revenue. Mr. Brownlees responded that was one of the subjects to be discussed with the Finance Committee on Tuesday, and stated he would be bringing the proposals



back to the Committee with the hope that the City could better report that and keep Council informed. Any necessary changes to policies would be brought to Council for approval.

Council Member Betancourth wished to point out that the City had made an \$11 million increase in revenue and that the recommended savings for operation was ninety days, the City had six months. Council Member Betancourth did not think any Council Member was suggesting not to pay for deferred maintenance or not keep up with the rising cost of utilities. She believed all the suggestions made were that there were other avenues to explore other than rate increases. Council Member Lester added to Council Member Betancourth trajectory that most cities targeted sixty to ninety days. With six months, Council Member Lester agreed that was a great bank account but that also meant a lot of work did not get done. If sixty to ninety days was what Council agreed to be their target, that was the expectation of where they would end up. Of course, there would always be fluctuations; however, with 180 days, Council Member Lester stated that was a lot of projects that could have done and, in his opinion, should have been done. Mr. Brownlee noted staff was with Council on that.

Mr. Davis interjected to say the City had deferred no projects as the City was doing projects as fast as they physically could and Baytown paid for a lot of projects in cash and deferred a lot of debt. He relayed the City would continue to do that by utilizing that cash. In discussing utilities, the only thing Mr. Davis tried to impress upon Council was, as long-term strategy, he would not recommend the suggestions previously made by Council in Item 4.a. As short-term, Mr. Davis had committed to look at alternative funding for other projects to try to keep that cost as minimal as possible on the utilities. Council Member Lester noted not all of it was utilities, some were in the capital projects. There were a lot of projects that Council would like to see done and there were obviously funds to do that. Mr. Davis stated in his first five year in the City, they paid \$82 million at one time in capital costs—equivalent to the bond issued in 2007. Council Member Lester repeated the City had the money sitting in the bank.

Council Member Alvarado commented that every project she submitted had either already been in the works or in study. While there were a lot of things the City needed to do, Council Member Alvarado did not want to go over to a sixty to ninety days. There were a lot of things that had been happening in the community, such as the pandemic. She also made note about the salaries of their employees. Therefore, Council Member Alvarado did not want to go any lower than perhaps 120 days. The City kept reducing the tax rate and she stated the City needed to have a cushion.

In the last budget year, the target was ninety days and Council Member Lester emphasized they had ended up with 180 days, which was double, and did not want to go below ninety days. The 180 days had caught him off guard and noted that was a lot of cash just sitting there. Mr. Davis reiterated that the City was limited physically on how much work could be done, but the City was doing as much as they possibly could, and Mr. Davis guaranteed the City would utilize the funding. He believed the ideas shared that night were good and staff would look at that. However, Mr. Davis could not guarantee the City would always have that much in fund balance. It had been a turbulent year and it had been difficult to get work done on either the contractor side or the City's own employees. Mr. Davis explained a lot of what Council was seeing were salary savings. The City was doing its best to keep up as something serious happened about every year that they needed to be prepared to handle.

Council Member Alvarado added the City's portfolio was heavy on Industrial District Agreements (IDA). What happened when one of those shut down? She brought up Council's discussions on diversifying and getting in to new businesses so they were not so dependent on their industry. Council Member Alvarado believed that was one of the things that gave Council that cushion. Mr. Davis commented that he believed Council had been good in providing citizens dividends in terms of modernizing the Public Safety Building, the adoption center, the convention center, and other facilities. Mr. Davis hoped that Council would greet their financial condition warmly and be happy that the City had never been in a stronger financial position. The City did support reducing the tax burden in a prudent way. Enterprises were different, so the City would be sensitive there as well.

Mr. Belt interposed to provide Council with a more global perspective. Belt Harris Pechacek audited about 150 governmental units and approximately forty other cities. Going in to the 2021 budget year, it had a depressed outlook and everyone was conservative on the expenditure side as well as revenue estimates. However, it had turned out much better than anyone planned and was reflected over most of the governmental units Belt Harris Pechacek worked with. Mr. Belt noted there was a budget variance for taxes in the General Fund of \$4.8 million which was primarily sales tax that Baytown did not anticipate getting. It was not bad management nor bad planning. Baytown was just being conservative, like everyone, and it happened to turn out much better.

Lastly, Mr. Belt made note of the policy decision Council would have when more money was available. He suggested that could potentially be cyclical as there may be several more years where the economy would be poor. Baytown, at least, would go in to that with more money than the City would typically have. Mr. Belt commented that was a great position to be in as he presented to many governmental entities that were days upon ballots with no ability to recover from that.

## **5. CONSENT**

A motion was made by Council Member Heather Betancourth and seconded by Council Member Laura Alvarado to approve Consent Agenda Items 5.a. through 5.m., save and except Item 5.d. that was pulled for discussion purposes. The vote was as follows:

Ayes: Council Member Laura Alvarado, Mayor Pro Tem Chris Presley, Council Member Heather Betancourth, Council Member Jacob Powell, and Council Member Mike Lester

Nays: None

Other: Mayor Brandon Capetillo (Absent) and Council Member Charles Johnson (Absent)

Approved

### **a. Consider an ordinance approving Change Order No. 6 for the Reconstruction of Rollingbrook Drive Project.**

ORDINANCE NO. 15,117

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING CHANGE ORDER NO. 6 TO THE RECONSTRUCTION OF ROLLINGBROOK DRIVE PROJECT WITH GULF COAST, CRH, F/K/A ANGEL BROTHERS, LTD, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED TWENTY THOUSAND FIFTY-FOUR AND NO/100 DOLLARS (\$120,054.00); AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- b. This proposed ordinance approves Change Order No. 2 to the Goose Creek Lift Station Rehabilitation project between the City of Baytown and Lindsey Construction.**

ORDINANCE NO. 15,118

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING CHANGE ORDER NO. 2 TO THE GOOSE CREEK LIFT STATION REHABILITATION PROJECT WITH LINDSEY CONSTRUCTION COMPANY, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED TWENTY-NINE THOUSAND TWO HUNDRED NINETEEN AND 95/100 DOLLARS (\$129,219.95); AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- c. Consider an ordinance authorizing the purchase of a Fluids Distribution System and accessories from Arnold Oil Company for the Public Safety Facility Project.**

ORDINANCE NO. 15,119

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE PAYMENT OF THREE HUNDRED THIRTY-SIX THOUSAND SIX HUNDRED EIGHTY AND 98/100 DOLLARS (\$336,680.98) TO ARNOLD OIL COMPANY, THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUY BOARD), FOR THE PURCHASE OF A FLUIDS DISTRIBUTION SYSTEM AND RELATED ACCESSORIES FOR THE PUBLIC SAFETY FACILITY PROJECT; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- d. Consider an ordinance authorizing a Professional Services Agreement with Freese and Nichols, Inc. to perform project management, construction management, and inspection services for the Lincoln Cedars and Julie Ann Villa Drainage Improvements Project.**

A motion was made by Council Member Mike Lester and seconded by Council Member Laura Alvarado to approve Consent Agenda Item 5.d. However, there was discussion prior to the vote.

Mayor Pro Tem Presley announced several individuals present had signed up to speak on the item.

Mrs. Marlon Barber spoke on the Lincoln Cedars drainage project, which the residents did not know anything about. She wished to make known that there were issues with the project that were not getting any type of resolutions. She voiced that the contractor only felt it needed to deal with the City. Residents did have some help, but it was not consistent. In regards to Item 4.a., Mrs. Barber had thought the City already raised the price of water given her bills that started with the project. Mrs. Barber was not the only resident out there. A few were present in the meeting whom she spoke on their behalf about how the water prices had gone up. With that big increase, residents did not know where the problem was and needed help to address that. It was underground, but residents did not know if it was on the contractor's side or if it was when the City put in new meters. Mrs. Barber asked Council, and whoever could help, to find the problem. If their bill were to increase, she did not even want to see what that would be.

Ms. Sandra Lewis spoke to Council about the flooding issue on her property. For one, Ms. Lewis stated it was due to the structure of the land as the property behind her was elevated higher than the land in the community. While the property owner did try to grade it down and with the roads being uneven, all the water came over to her side. In the last storm, Ms. Lewis discussed her difficulty in getting through to the emergency board. When the contractors did the construction work in their neighborhood, Ms. Lewis wondered if they would fix the drainage. Furthermore, she listed other issues with the contractor, such as: taking a long time to place fire hydrants back, they had broken her water meter, their big concrete boxes were not level with the ground, and the driveways were one to two inches higher than the road. Ms. Lewis noted a neighbor had fallen from that. Residents were just wondering what was all that would happen. Lastly, Ms. Lewis touched on her safety concerns regarding the big concrete partitions off of Highway 146.

Ms. Nicole Mathis stated her issue was just with the way the project was being handled. The neighborhood was being torn up and residents were trying to communicate and figure out what was happening. Their water was being turned off and residents did not receive notices at times. There had been several meter breakages that Ms. Mathis conveyed was not professional. The main issue was that residents did not know. Residents understood construction came with inconveniences, but their neighborhood was older with a lot of seniors. The issues out there that the contractors were trying to fix had been there for years. Ms. Mathis noted, with a lot of the changes, it was almost as if the old and the new were not connecting. It was causing more problems than good. Residents did want the upgrade, but requested understanding. She also made note of the big concrete barriers and that their roads were torn up. Residents just wanted answers and for somebody to come out to talk to them about what they were doing in their neighborhood. The residents had tried to speak to the contractors, but they did not understand English.

Mayor Pro Tem Presley thanked the speakers and asked the City Manager if it was possible to have Public Works and Engineering Director Frank Simoneaux and Public Works onsite to visit with the residents. Mr. Simoneaux recommended to get their construction crew out there and their construction manager to speak to residents. He had already talked to the first resident about the water meter issue and it had been resolved. Mr. Simoneaux assured they would have more meetings with residents which was one of the reasons for the item—to provide a higher level of construction management services. Mayor Pro Tem Presley believed that was a good idea.

As it was in his district, Council Member Powell thanked the residents for sharing their concerns and echoed Mr. Simoneaux's statement that the agenda item would help the City provide more

project and construction management. Council Member Powell was in favor of the item and believed it would help get more information to the residents. Also, the City would see what Public Works could do to make sure that the City was communicating better. Council Member Lester agreed with his colleague and noted that the residents supported Mr. Simoneaux's concept.

The vote for the motion on the table was as follows:

Ayes: Council Member Laura Alvarado, Mayor Pro Tem Chris Presley, Council Member Heather Betancourth, Council Member Jacob Powell, and Council Member Mike Lester

Nays: None

Other: Mayor Brandon Capetillo (Absent) and Council Member Charles Johnson (Absent)

Approved

ORDINANCE NO. 15,129

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH FREESE AND NICHOLS, INC., FOR PROJECT MANAGEMENT, CONSTRUCTION MANAGEMENT, AND INSPECTION SERVICES FOR THE LINCOLN CEDARS AND JULIE ANN VILLA DRAINAGE IMPROVEMENTS PROJECT; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN AN AMOUNT NOT TO EXCEED ONE HUNDRED SIXTEEN THOUSAND FOUR HUNDRED FIFTY-FOUR AND NO/100 DOLLARS (\$116,454.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

**e. Consider an ordinance authorizing a Professional Services Agreement with CP&Y for the American Little League Park Improvements Project.**

ORDINANCE NO. 15,120

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH CP&Y, INC., FOR PREPARATION OF A PRELIMINARY ENGINEERING REPORT FOR THE AMERICAN LITTLE LEAGUE IMPROVEMENTS PROJECT; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN AN AMOUNT NOT TO EXCEED ONE HUNDRED THIRTY-THREE THOUSAND ONE HUNDRED FORTY-TWO AND NO/100 DOLLARS (\$133,142.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- f. Consider an ordinance authorizing the purchase of one (1) KX-057-5R3AP Track Unit from Kubota Tractor Corporation through the Buyboard Cooperative Purchasing for the Public Works Department.**

ORDINANCE NO. 15,121

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE PAYMENT OF NINETY-NINE THOUSAND NINE HUNDRED THIRTEEN AND 87/100 DOLLARS (\$99,913.87) TO KUBOTA TRACTOR CORPORATION, THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUY BOARD), FOR THE PURCHASE OF ONE (1) KX-057-5R3AP TRACK UNIT FOR THE PUBLIC WORKS DEPARTMENT; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- g. Consider an ordinance authorizing the award of the Annual Sulfur Dioxide Contract to DXI Industries, Inc.**

ORDINANCE NO. 15,122

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, ACCEPTING THE BID OF DXI INDUSTRIES, INC., FOR THE ANNUAL SULFUR DIOXIDE CONTRACT AND AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN THE AMOUNT OF TWO HUNDRED TWENTY-ONE THOUSAND EIGHT HUNDRED SEVENTY-FIVE AND NO/100 DOLLARS (\$221,875.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- h. Consider an ordinance authorizing Year 3 of the Microsoft Enterprise Agreement (EA) and Software Assurance (SA).**

ORDINANCE NO. 15,123

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE PAYMENT OF SEVENTY THOUSAND EIGHT HUNDRED FIFTY-EIGHT AND 38/100 DOLLARS (\$70,858.38) TO SHI/GOVERNMENT SOLUTIONS, INC., FOR THE PURCHASE OF LICENSES NECESSARY FOR THE USE AND MAINTENANCE OF ALL CITY SERVERS THROUGH THE TEXAS DEPARTMENT OF INFORMATION RESOURCES; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- i. Consider an ordinance authorizing the renewal of the Cityworks Asset Management Software from Azteca Systems, LLC.**

ORDINANCE NO. 15,124

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, RENEWING THE CITYWORKS SOFTWARE CONTRACT WITH AZTECA SYSTEMS, LLC, FOR THE SOFTWARE USED TO MANAGE, TRACK, AND ANALYZE ALL CITY INFRASTRUCTURE ASSETS; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN OF AN AMOUNT NOT TO EXCEED SIXTY-SIX THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$66,600.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- j. Consider an ordinance authorizing payment to Belt Harris Pechacek, LLLP for the September 30, 2021, City of Baytown Financial Audit.**

ORDINANCE NO. 15,125

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE PAYMENT OF FIFTY THOUSAND FOUR HUNDRED NINETY AND NO/100 DOLLARS (\$50,490.00) TO BELT HARRIS PECHACEK, LLLP, FOR THE SEPTEMBER 30, 2021, CITY OF BAYTOWN FINANCIAL AUDIT; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- k. Consider an ordinance authorizing the Extension of the Agreement for Emergency Protection Services with Chambers County Improvement District No. 1 for a one-year term expiring June 30, 2023.**

ORDINANCE NO. 15,126

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST TO AN EXTENSION OF THE AGREEMENT FOR EMERGENCY PROTECTION SERVICES WITH CHAMBERS COUNTY IMPROVEMENT DISTRICT NO. 1; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- l. Consider an ordinance authorizing the Extension of the Agreement for Emergency Protection Services with Chambers County Improvement District No. 2 for a one-year term expiring June 30, 2023.**

ORDINANCE NO. 15,127

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST TO AN EXTENSION OF THE AGREEMENT FOR EMERGENCY PROTECTION SERVICES WITH

CHAMBERS COUNTY IMPROVEMENT DISTRICT NO. 2; AND PROVIDING  
FOR THE EFFECTIVE DATE THEREOF.

- m. Consider an ordinance authorizing the extension of the Agreement for Emergency Protection Services with Chambers County Improvement District No. 3. for a one-year term expiring June 30, 2023.**

ORDINANCE NO. 15,128

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST TO AN EXTENSION OF THE AGREEMENT FOR EMERGENCY PROTECTION SERVICES WITH CHAMBERS COUNTY IMPROVEMENT DISTRICT NO. 3; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

**6. APPOINTMENTS**

- a. Consider one (1) appointment to the Baytown Police Advisory Committee.**

Mayor Pro Tem Presley announced Mr. David Isaac had signed up to speak on Item 6.a.

(Zoom) Mr. David Isaac stated he had examined the application and qualifications of the applicant and affirmed the appointment made by Council Member Lester. He believed it was a good, diverse pick for a board that needed diverse voices.

Council Member Lester introduced Ms. Athena Greene to Council and discussed that he chose her because he liked what she had to say, liked her interests, and Ms. Greene had plenty of energy.

A motion was made by Council Member Mike Lester and seconded by Council Member Laura Alvarado to appoint Ms. Athena Greene to the District 6 At-Large appointment to the Baytown Police Advisory Committee. The vote was as follows:

Ayes: Council Member Laura Alvarado, Mayor Pro Tem Chris Presley, Council Member Heather Betancourth, Council Member Jacob Powell, and Council Member Mike Lester

Nays: None

Other: Mayor Brandon Capetillo (Absent) and Council Member Charles Johnson (Absent)

Approved



**b. Conduct the election of the Baytown City Council Mayor Pro Tem.**

A motion was made by Council Member Mike Lester and seconded by Council Member Laura Alvarado to approve the election of Council Member Charles Johnson as the Baytown City Council Mayor Pro Tem. The vote was as follows:

Ayes: Council Member Laura Alvarado, Mayor Pro Tem Chris Presley, Council Member Heather Betancourth, Council Member Jacob Powell, and Council Member Mike Lester

Nays: None

Other: Mayor Brandon Capetillo (Absent) and Council Member Charles Johnson (Absent)

Approved

**7. MANAGER'S REPORT**

City Manager Rick Davis drew Council's attention to the National Association of Government Communicator's Blue Pencil and Gold Screen Awards that were awarded to the City's Public Affairs Department. The first was under the category of Digital E-Newsletter which Baytown was awarded second place for the Visit Baytown Newsletter and third place under the category of Infographic for the City's community survey infographic.

Mr. Davis gave kudos to Plans Review Specialist Randy Clare from the City's Building Division for his mastery of their code and his ability to explain it to customers. Likewise, Mr. Davis gave a special thanks to Facilities Assistant Timothy Murphy. A few weeks ago, the City Hall chiller went down and Mr. Murphy worked day and night to correct the issue. Moreover, Public Works and Engineering Assistant Director Andrea Brinkley was selected to receive the Citation for Exemplary Service to Public Works. Mr. Davis also gave kudos to Officer David Holland and Officer Bi who assisted a motorist that blew out one of their tires.

Along with the Legal team, Mr. Davis memorialized the contributions of former Interim City Attorney Trevor Fanning with an award. Assistant City Attorney Jerris Mapes and Assistant City Attorney Kristin Holmes echoed Mr. Davis in honoring Mr. Fanning with a few words of appreciation. Paralegal Karen Anderson presented to Mr. Fanning a compass as a token of the Legal team's appreciation. City Attorney Scott Lemond also recognized and thanked Mr. Fanning for his help. Mr. Fanning thanked everyone and assured he was leaving the City in good hands with Mr. Lemond. Finally, Mayor Pro Tem Presley wished Mr. Fanning well.

**8. COUNCIL MEMBER DISTRICT REPORT**

**a. Receive a report from Council Member Chris Presley as it relates to Council District No. Two.**

Mayor Pro Tem Presley announced Mr. David Isaac had signed up to speak on Item 8.a.

(Zoom) Mr. David Isaac informed the public that District 2 had been in disarray for a long time since over \$20 million had been invested in Downtown Texas Avenue with little support from its current representative. The speech Mayor Pro Tem Presley would give about how fine things were, Mr. Isaac alleged were only buzz words. Mr. Isaac gave a few more inquisitive questions and expressed his dislike with the way Council ran the City. Mayor Pro Tem Presley interjected to request decorum. After a back and forth between himself and the speaker, Mr. Isaac voiced there needed to be ethics in government and Mayor Pro Tem Presley needed to hear the concern he mentioned.

Mayor Pro Tem Presley proceeded with his report and noted he attended the ribbon cutting at Dot's Place on Decker Drive. There were also two new businesses moving into the Arts and Entertainment (ACE) District: a florist and a food and beverage establishment. On another note, Mayor Pro Tem Presley believed the count of the new street lights in the Pelly area were sixty-eight and new stop signs had been put on Memorial Drive in Graywood per the complaints about speeders. Also, Mayor Pro Tem Presley believed the Ward Road medians looked great and was still awaiting mulch to be put in place. Similarly, the Utility Services Building was coming along which he hoped to see the foundation finished soon.

In conclusion, Mayor Pro Tem Presley expressed District 2 was a tough district. He had seen much more of a police presence and was grateful for that. Mayor Pro Tem Presley hoped that continued in a big way as it was certainly needed and appreciated. There were a lot of citizens that had worked very hard in District 2 and Mayor Pro Tem Presley encouraged them to continue to do so.

## **9. ADJOURN**

With there being no further business to discuss, Mayor Pro Tem Presley adjourned the June 23, 2022, City Council Regular Meeting at 8:36 P.M.

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Angela Jackson, City Clerk  
City of Baytown



## **CITY COUNCIL MEETING**

**2. a.**

**Meeting Date:** 07/28/2022

**Subject:** Present Years of Service Awards - Human Resources

**Prepared for:** Carol Flynt, Human Resources      **Prepared by:** Tracy Woolston, Human Resources

**Department:** Human Resources

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### **Information**

#### **ITEM**

Recognize City of Baytown Employees for their Years of Service.

#### **PREFACE**

<b>5 YEAR</b>	<b>DEPT</b>	<b>POSITION</b>
JOSHUA CUCCIO	POLICE	PATROL OFFICER
RUSSELL DAVIDSON	PLANNING & DEVELOPMENT	CHIEF BUILDING OFFICIAL/AD
WILLIAM FREGIA	FIRE DEPT	FIREFIGHTER
LATIA JUTAN	PUBLIC WORKS	SUPERINTENDENT
<b>10 YEAR</b>	<b>DEPT</b>	<b>POSITION</b>
MATHEW MCALLISTER	POLICE	PATROL OFFICER
ELODIE DAVIS	PUBLIC WORKS	FIELD SUPERVISOR
OMAR MARTINEZ	POLICE	PATROL OFFICER
<b>15 YEAR</b>	<b>DEPT</b>	<b>POSITION</b>
KELLY HALE	PARKS	GROUNDS TECHNICIAN
<b>20 YEAR</b>	<b>DEPT</b>	<b>POSITION</b>
LORETTA WYSOCKI	LIBRARY	SUPPORT SERVICES SPECIALIST
<b>25 YEAR</b>	<b>DEPT</b>	<b>POSITION</b>
CLINT HOLDEN	POLICE	PATROL OFFICER
<b>30 YEAR</b>	<b>DEPT</b>	<b>POSITION</b>
JOHN MILLER	POLICE	POLICE SERGEANT
KENNETH HOCKLESS	POLICE	PATROL OFFICER
MICHAEL HOLDEN	POLICE	ASSISTANT POLICE CHIEF

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**Fiscal Impact**

**Fiscal Year:**

**Acct Code:**

**Source of Funds (Operating/Capital/Bonds):**

**Funds Budgeted Y/N:**

**Amount Needed:**

**Fiscal Impact (Additional Information):**

There is no fiscal impact associated with this item.

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## CITY COUNCIL MEETING

2. b.

**Meeting Date:** 07/28/2022

**Subject:** Present HUB Training Recognitions - Human Resources

**Prepared for:** Carol Flynt, Human Resources

**Prepared by:** Tracy Woolston, Human Resources

**Department:** Human Resources

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### Information

#### ITEM

Recognize City of Baytown employees for completing HUB trainings.

#### PREFACE

GREEN BELT	DEPT	POSITION
KOURTNEY BONZO	LIBRARY	COMMUNITY ENGAGEMENT SPECIALIST
JASON CALDER	PUBLIC AFFAIRS	PUBLIC INFORMATION COORDINATOR
FREDDY FLORES	PLANNING & COMMUNITY DEVELOPMENT	DEPUTY BUILDING OFFICIAL
TREVOR HARLOW	PLANNING & COMMUNITY DEVELOPMENT	PLANNER II
ESMERALDA MARTINEZ	PLANNING & COMMUNITY DEVELOPMENT	PERMIT SPECIALIST I
ALEXJANDRA MOZ	PUBLIC WORKS & ENGINEERING	LAB SPECIALIST
JESSICA ORTEGA	FINANCE	COLLECTIONS SUPERVISOR
JOHN SMITH	PUBLIC WORKS & ENGINEERING	SURVEY/GPS SPECIALIST
JARRED THIBODEAUX	PUBLIC WORKS & ENGINEERING	SURVEY/GPS COORDINATOR

HUB MANAGER'S SERIES LEVEL 1	DEPT	POSITION
JACKIE CARMONA	MUNICIPAL COURT	SENIOR COURT CLERK
DONALD CURRY	PUBLIC WORKS & ENGINEERING	STREETS SUPERINTENDENT
CRIS CURRY	MUNICIPAL COURT	SENIOR COURT CLERK
RJ DAVIDSON	PLANNING & COMMUNITY DEVELOPMENT	ASSISTANT DIRECTOR
JOSE GARZA	PUBLIC WORKS & ENGINEERING	POLLUTION CONTROL FIELD SUPERVISOR
ROLSTON HENRY	PUBLIC WORKS & ENGINEERING	SOLID WASTE FIELD SUPERVISOR
ERICK INGRAM	PUBLIC WORKS & ENGINEERING	UTILITY MAINTENANCE SPECIALIST
STEVEN JONES	POLICE	COMMUNICATIONS MANAGER
TIM LANCON	PUBLIC WORKS & ENGINEERING	UTILITIES SUPERINTENDENT
RAQUEL MARTINEZ	CITY CLERK	DEPUTY CITY CLERK
WENDY MCCLAIN	PUBLIC WORKS & ENGINEERING	ADMINISTRATIVE ASSISTANT
DANIEL MEDINA	PARKS & RECREATION	FIELD SUPERVISOR
JESUS MURILLO	PUBLIC WORKS & ENGINEERING	UTILITY CONSTRUCTION FIELD SUPERVISOR
LAURA NICHOLAS-ANDREWS	POLICE	TELECOMMUNICATIONS SUPERVISOR
THOMAS REEVES	PUBLIC AFFAIRS	DIRECTOR
CHRIS RIOS	FIRE	BATTALION CHIEF
KAREN RODRIGUEZ	MUNICIPAL COURT	SENIOR COURT CLERK
SHARON ROSE	PLANNING & COMMUNITY DEVELOPMENT	COMMUNITY DEVELOPMENT SUPERVISOR
BLANCA RUBIO	PUBLIC WORKS & ENGINEERING	TRAFFIC FIELD SUPERVISOR
JENNA STEVENSON	PARKS & RECREATION	AQUATICS SUPERINTENDENT
CANDACE THOMAS	HEALTH	ADOPTION AND RESCUE SERVICES MANAGER
KEVIN TROLLER	ADMINISTRATION	ASSISTANT CITY MANAGER
TIFFANY WEST	PARKS & RECREATION	AQUATICS OPERATIONS COORDINATOR

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### Fiscal Impact

**Fiscal Year:**

**Acct Code:**

**Source of Funds (Operating/Capital/Bonds):**

**Funds Budgeted Y/N:**

**Amount Needed:**

**Fiscal Impact (Additional Information):**

There is no fiscal impact associated with this item.

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## **CITY COUNCIL MEETING**

**3. a.**

**Meeting Date:** 07/28/2022

**Subject:** Conduct Second Public Hearing for a Voluntary Annexation of approximately 62.02 acres

**Prepared for:** Martin Scribner, Planning and Development Services

**Prepared by:** Trevor Harlow, Planning and Development Services

**Department:** Planning and Development Services

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### **Information**

#### **ITEM**

Conduct the second public hearing regarding the proposed annexation of approximately 62.02 acres generally located east of North Main Street between East Wallisville Road and FM 1942.

#### **PREFACE**

This is the second public hearing regarding the proposed annexation of approximately 62.02 acres of land situated in the George Ellis League, A-21, Harris County, Texas, located generally east of North Main Street between East Wallisville Road and FM 1942

On June 9th, 2022, City Council approved a resolution granting the petition and directed staff to create a service plan for the area. The entire property is concurrently undergoing the rezoning process to be designated as a Mixed residential at low to medium densities (SF2) Zoning District. The 71.66-acre parcel directly to the south of this property was annexed by the City of Baytown on June 24, 2021, and was also rezoned to permit a proposed single-family residential subdivision called Bay Creek. This application would seek to add additional lots to the Bay Creek development.

The supporting documentation is attached for your review.

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### **Fiscal Impact**

**Fiscal Year:**

**Acct Code:**

**Source of Funds (Operating/Capital/Bonds):**

**Funds Budgeted Y/N:**

**Amount Needed:**

**Fiscal Impact (Additional Information):**

There is no fiscal impact associated with this item.

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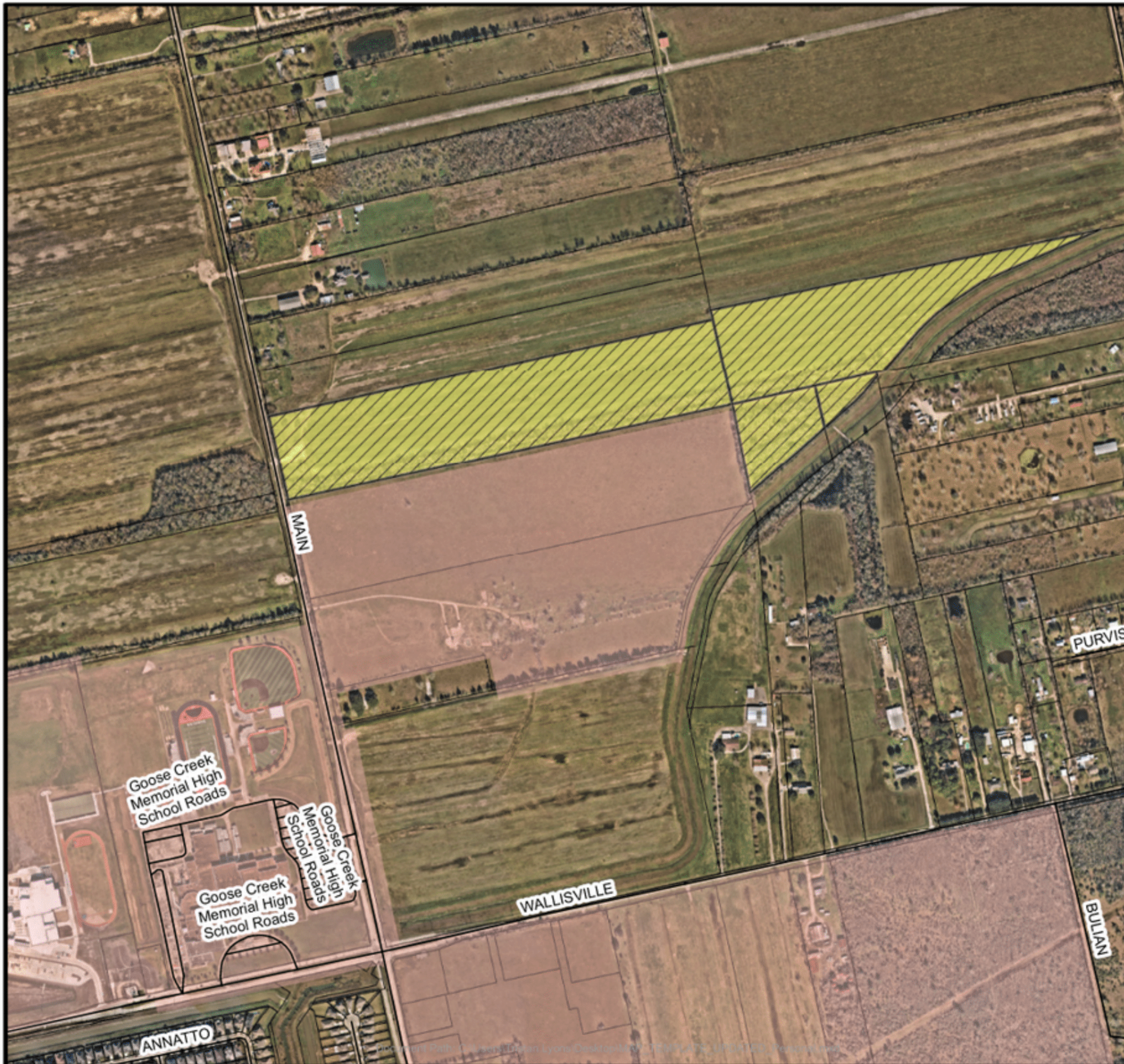
### **Attachments**

Vicinity Map

Annexation Petition and Resolution










# Zoning Map Amendment

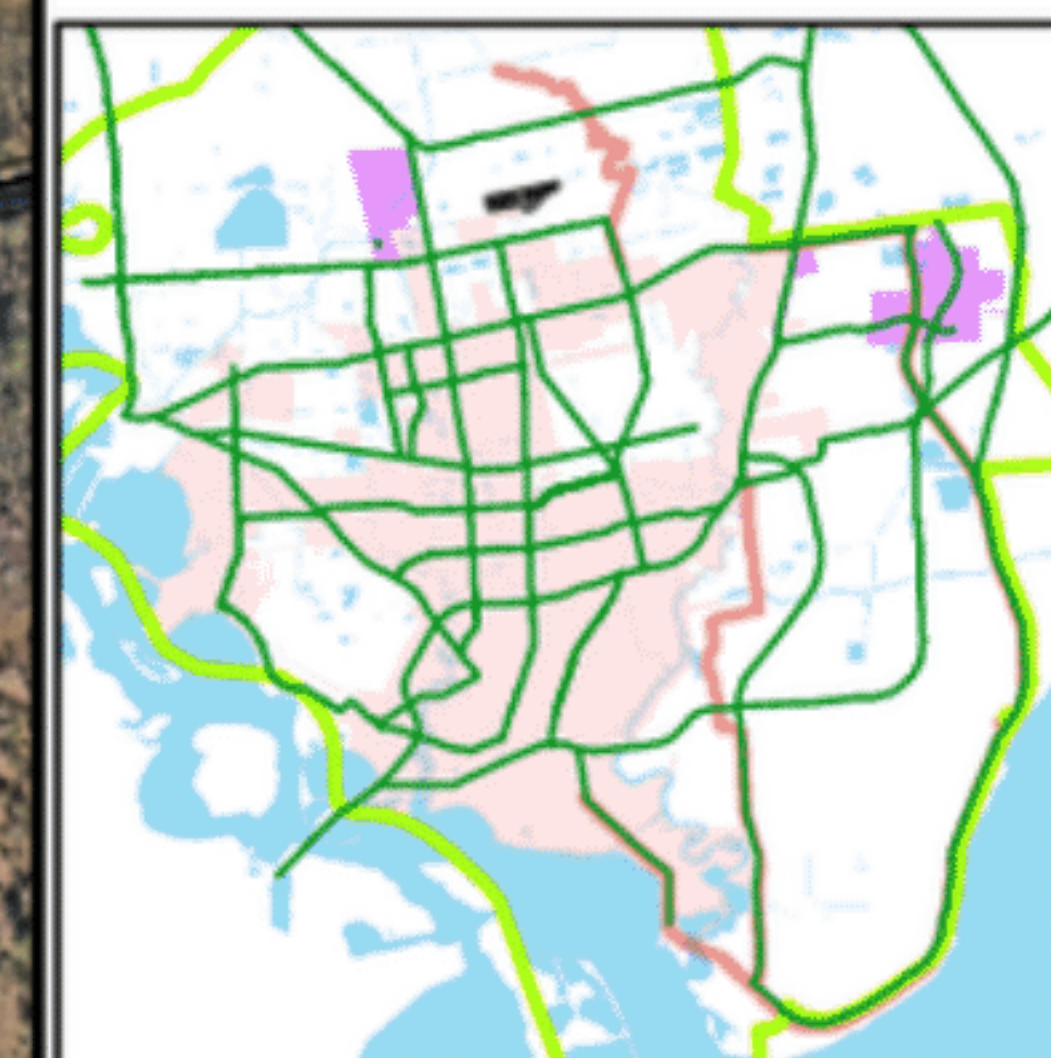
Vicinity Map

**Bay Creek**

Approx. 62.02 acres

## LEGEND

-  Subject Property
-  Parcels
-  City Limit



The City of Baytown makes no warranty, representation, or guarantee regarding the accuracy of this map. This map is intended for display purposes only and does not replace official recorded documents.

1 inch = 775 feet      Date 2022-06-03



RESOLUTION NO. 2787

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, GRANTING THE PETITION OF CASTLEROCK COMMUNITIES, LLC, FOR THE PROPOSED ANNEXATION OF APPROXIMATELY 62.02 ACRES, LOCATED GENERALLY EAST OF NORTH MAIN STREET BETWEEN EAST WALLISVILLE ROAD AND FM 1942, IN THE GEORGE ELLIS LEAGUE, A-21, HARRIS COUNTY, TEXAS; AUTHORIZING THE PREPARATION OF A SERVICE PLAN; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

\*\*\*\*\*

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of the City of Baytown, Texas, hereby grants the petition of CastleRock Communities, LLC, for the proposed annexation of approximately 62.02 acres, located generally east of North Main Street between East Wallisville Road and FM 1942, in the George Ellis League, A-21, Harris County, Texas. Said petition is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes.

Section 2: That the City Council of the City of Baytown, Texas, hereby authorizes and directs the Planning and Development Services Department to prepare a service plan for the property identified in Section 1 hereof.

Section 3: This resolution shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 9<sup>th</sup> day of June, 2022.

ATTEST:

  
ANGELA JACKSON, City Clerk



  
BRANDON CAPETILLO, Mayor

APPROVED AS TO FORM:

  
TREVOR FANNING, Interim City Attorney

# EXHIBIT "A"



Planning and Development Services  
2401 Market Street  
Baytown, TX 77520  
Phone: 281-420-5394  
Planning@baytown.org

## CITY OF BAYTOWN

### PETITION REQUESTING ANNEXATION

Incomplete applications will not be accepted. Indicate "N/A" when an item does not pertain to your application.

STATE OF TEXAS

COUNTY OF HARRIS/CHAMBERS

COME NOW, CastleRock Communities, LLC, Owner(s) of the real property describes as follows to-wit:

(Describe property and attach metes and bounds)

62.015 Acres on the East side of North Main between East Wallisville & Crosby Barbers Hill Road

(State property location, for example, the property is located north of I-10 near N. Main Street.)

East side of North Main between East Wallisville & Crosby Barbers Hill Road

(State the purpose of this annexation – What will be built, placed, etc.)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Residential/Manufactured (Number of Lots) <u>156</u> | <input type="checkbox"/> Multifamily (Number of Units) _____ |
| <input type="checkbox"/> Commercial Business (Business type) _____                       | <input type="checkbox"/> RV Park (Number of Pads) _____      |
| <input type="checkbox"/> Restaurant (Number of seats) _____                              | <input type="checkbox"/> Hotel/Motel (Number of Beds) _____  |
| <input type="checkbox"/> Office Building (Number of Occupants) _____                     | <input type="checkbox"/> Retail (Number of Washrooms) _____  |
| <input type="checkbox"/> Other (description) _____                                       |  |

Said tract is one-half mile or less in width; is contiguous to the city limits of Baytown; and is vacant and without residence or on which fewer than three qualified voters reside.

Application Fee: voluntary annexations are \$300.00

(I), (We), CastleRock Communities, LLC, the Owner(s) of the above-described property request annexation of the property by the City of Baytown.

SIGNED this the 26 day of May, 2022.

Owner

Lance Wright - CO CEO

Name & Title

2401 Fountain View #215, Houston, TX. 77057

Address

713-600-7064

Telephone Number

AYODER@C-ROCK.COM

Email Address

Owner

Name & Title

Address

Telephone Number

Email Address

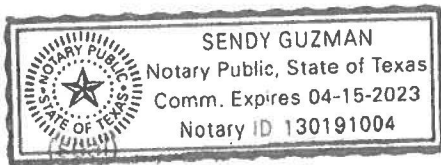
**Acknowledgement**

State of Texas §

County of Harris / ~~Chambers~~ §

BEFORE ME, the undersigned authority, on this day personally appeared Zach Wright, know to me to be the person(s) whose name(s) is/are subscribed hereto, and who acknowledged that he/she/they executed the same for the purpose and consideration therein expressed.

To certify which witness my hand and official seal on this the 26<sup>th</sup> day of May, 2022.



[Signature]  
Notary Public \* STATE OF TEXAS

**Corporate Acknowledgement**

State of Texas §

County of Harris/Chambers §

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a corporation and on behalf of said corporation.

To certify which witness my hand and official seal on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public \* STATE OF TEXAS

(seal)

**AFTER RECORDING, RETURN TO:**  
City of Baytown  
Attn: Planning Department  
P. O. Box 424  
Baytown, TX 77522-0424



**City of Baytown  
Municipal Annexation  
Staff Report**

**Applicant:** ..... CastleRock Communities, LLC

**Requested Action:** ..... Expand the municipal boundaries via voluntary annexation by approximately 62.02 acres.

**Subject area:** ..... Approximately 62.02 acres of land situated in the George Ellis League, A-21, Harris County, Texas, located generally east of North Main Street between East Wallisville Road and FM 1942.

**Date:** ..... June 22, 2022

---

**Purpose of the Annexation:**

The applicant is requesting to be annexed into the City of Baytown jurisdiction to obtain city services and begin development of single-family residences. The 71.66 acre parcel directly to the south of this property was annexed by the City of Baytown on June 24, 2021 and was rezoned to permit a single-family residential subdivision called Bay Creek. This application would seek to add additional lots to the Bay Creek development. The subject area is concurrently undergoing the rezoning process to be designated as a mixed residential at low to medium densities (SF2) Zoning District.

**Existing Conditions:**

The subject area is vacant and is classified by Harris County Appraisal District (HCAD) as real, qualified agricultural land use. The subject property is surrounded by vacant land.

**Adjacent Land Use**

	<i>North</i>	<i>South</i>	<i>East</i>	<i>West</i>
<i>Zoning Designation</i>	None	Mixed residential at low to medium densities (SF2)	None	None
<i>Land Use</i>	Vacant	Vacant	Drainage channel	North Main Street

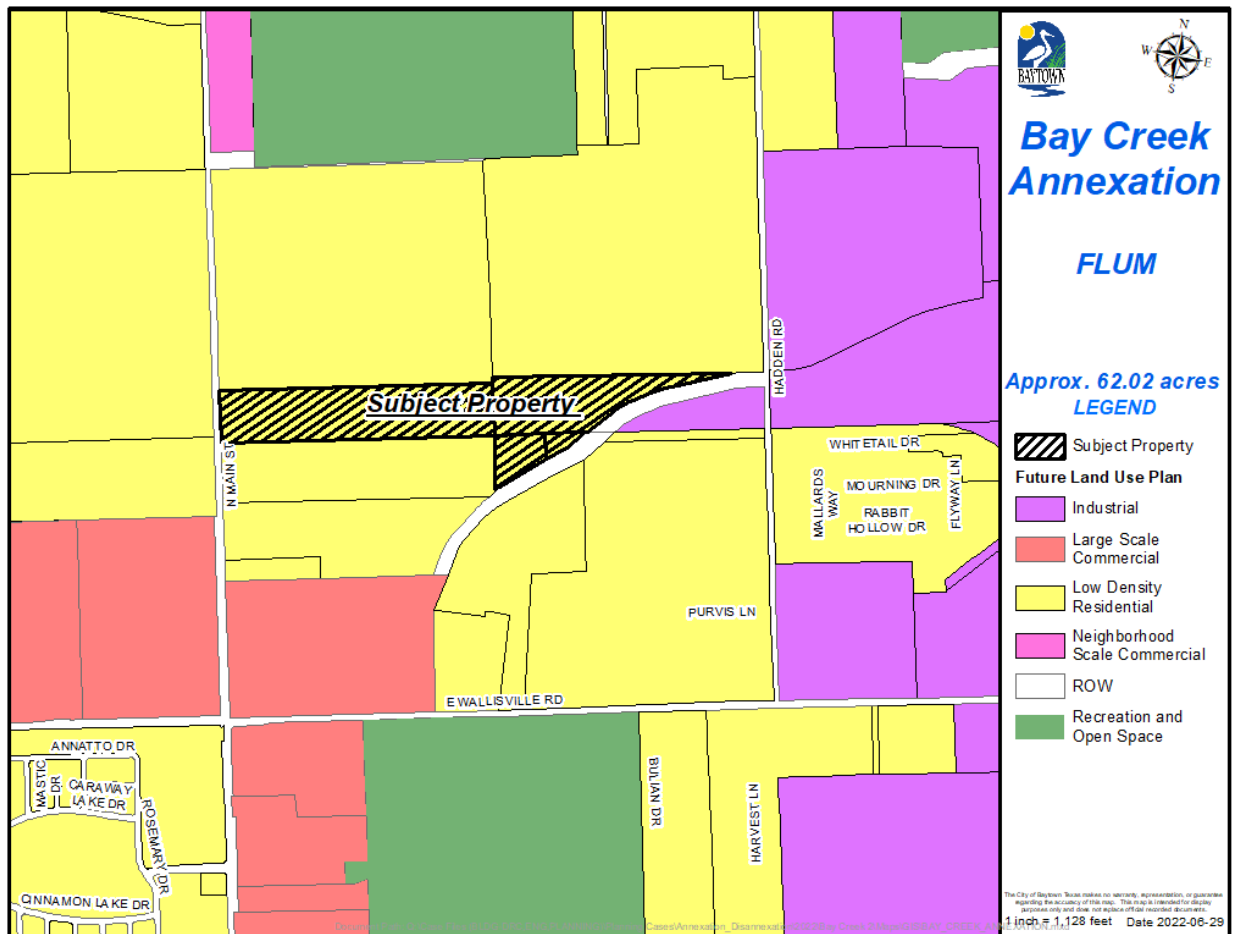
### Comprehensive Plan Land Use Designation

The *Baytown 2040 Comprehensive Plan*, approved by City Council on May 26, 2022, is a policy document that sets forth a City's long-range planning policies in order to reflect the aspirations and values of residents, property owners, businesses and organizations within the community. The Future Land Use Map (FLUM) graphically illustrates general future land uses based upon the recommendations made throughout the City's Comprehensive Plan. The FLUM designates the subject property as "Low Density Residential".

According to the 2040 Comprehensive Plan, Low Density Residential designation is for residential areas that have lower densities per acre than other areas of the city, typically 6 dwelling units per acre or lower. This can include a variety of housing types and neighborhoods. Non-residential uses (such as neighborhood serving businesses) are also found in low density residential areas. New non-residential uses should follow the neighborhood scale commercial location criteria.

### Primary Land Use Types

- Conservation subdivisions that concentrate the overall development footprint through cluster designs, with increased open space set-aside and semi-rural character.
- Detached residential dwellings, including:
  - Large lot estate homes (density equal to or greater than 1 du/acre).
  - Suburban style single-family detached homes (density up to 6 du/acre).
- Attached residential dwellings, including duplexes and townhomes (density up to 6 du/acre).
- Patio homes or other small-lot housing types with common walls (density up to 6 du/acre).



## **Voluntary Annexation Considerations**

### **1. Is the subject property included in an annexation study area or annexation plan?**

No. The Annexation strategy prioritized other areas; the 2017-2019 Annexation strategy has been completed.

### **2. Will the annexation of the subject area protect the best interest, health, safety and welfare of the public in general?**

If City Council decides to annex the subject area, it will not have an adverse impact on the general welfare of the public or the service delivery to the area.

### **3. What is the relation of the proposed change to the city's Comprehensive Plan?**

Annexation of this property will allow access to city services and shall follow the *2040 Comprehensive Plan* and *Future Land Use Plan*. The proposed single-family development aligns with the Housing and Neighborhood's first goal for residential growth occurring in logical areas in a manner that supports fiscal sustainability of the City into the future. After annexation, the owner desires to include the subject property in the previously approved single-family residential subdivision, Bay Creek, adjacent to the subject property. The applicant is also pursuing a zoning map amendment for mixed residential at low to medium densities (SF2) zoning district.

### **4. What effect will the annexation have upon the natural environment, social and economic conditions, and property values in the vicinity and in the City as a whole?**

The proposed annexation would expand the city's jurisdictional boundary and assure that development is consistent with other development in the city.

## **Service Plan Summary:**

**Fire Department:** The subject properties of the proposed annexation will be assigned to Station 7. The subject property is located in ESD-75 and already receives fire services from the City of Baytown. Upon annexation, the area will receive comparable levels of service as any area within Baytown, and will contribute to an increase in demand for services which can impact existing response times. The increase in Fire Department response area can gradually increase call volume and response times creating need for additional resources. The subject property being located in the north side of the city could have an impact on single unit and full alarm response standards. An increase in medical emergencies due to annexations and development will require additional ambulance and personnel.

**Police Department:** The proposed annexation will receive a comparable level of services, infrastructure, and infrastructure maintenance available in other parts of the municipality with topography, land use, and population density similar to those reasonably contemplated or projected in the area. Initially, there will be no change to response times, however as the land is developed, response times for police service will be impacted. As development calls, services will expand, necessarily increasing response times across this and neighboring districts. The subject area will

be assigned to Police District 10 and will go into effect upon annexation.

**Health Department:** The proposed annexation will impact Mosquito Control operations and will need to add additional staff and equipment to provide adequate response times. It will also impact Neighborhood Protection division (Code Enforcement) and will need to add additional staff and vehicles.

**Parks and Recreation Department:** The proposed annexation shall be assigned to the Parks & Recreation Mowing Division and received levels of service comparable to all of Main Street South of Wallisville, which would include mowing ditches, picking up trash and edging. Upon annexation, two hours will be added to the normal mowing operations monthly. Upon annexation, there will be a fiscal impact for Wallisville Road of \$2256 total annually, not including gas mileage/maintenance.

**Building Division:** The proposed annexation will have no immediate impact.

**Public Works and Engineering Department:** No construction and/or expansion of any other service facility or any capital improvements is required of the City of Baytown for annexation, if part of Development Agreement.

**Utility Billing Department:** The subject properties of the proposed annexation will be assigned to Zone 1-Route 390. The proposed annexation will not affect existing service delivery.

**Staff Recommendation:**

Staff recommends approval of the proposed annexation.





## **CITY COUNCIL MEETING**

**4. a.**

**Meeting Date:** 07/28/2022

**Subject:** Consider Calling the City of Baytown November 8, 2022 Municipal Election

**Prepared for:** Angela Jackson, City Clerk's Office

**Prepared by:** Angela Jackson, City Clerk's Office

**Department:** City Clerk's Office

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### **Information**

#### **ITEM**

Consider an ordinance calling the City of Baytown Municipal Election to be held on November 8, 2022, for the purpose of electing three Council Members from Council District Nos. 1, 2 and 3.

#### **PREFACE**

This ordinance calls the City of Baytown Municipal Election to be held on November 8, 2022, for the purpose of electing three Council Members from Council District Nos. 1, 2 and 3. Because the General Election is in November, the City will contract with Harris County for election services; thus, many of the details regarding the election have not been finalized at this time. However, below is a list of important dates that we do have regarding the upcoming election that will be helpful to the public:

- The first day to file for a place on the ballot is on July 23, 2022; however, since this day falls on a Saturday, the first day to file will be the following Monday, July 25, 2022, during regular office hours, with the City Clerk (the Mayor's designee).
- The last day to file for a place on the ballot is Monday, August 22, 2022.
- The last day to order a general election is Monday, August 22, 2022.
- The candidate drawing for positions on the ballot will take place on Wednesday, August 24, 2022, at 10:30 A.M., in City Hall.
- The last day to file a declaration of write-in candidacy is Friday, August 26, 2022.
- The last day to for a candidate to withdrawal his/her name to be omitted from the ballot is Monday, August 29, 2022, during regular office hours.
- Early voting by personal appearance will take place from Monday, October 24 through Friday, November 4, 2022. Notice of branch early voting schedule will be posted as soon as that information is received.

Please note that the candidate packet for this election is now available in the City Clerk's Office for pickup (USB flash drive), as well as, on the City's website where it can be downloaded by individual forms or as an entire packet at: <http://www.baytown.org>.

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### **Attachments**

Ordinance - Calling the City of Baytown November 8, 2022 Municipal Election

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AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, ORDERING THE MUNICIPAL ELECTION TO BE HELD ON THE 8<sup>th</sup> DAY OF NOVEMBER, 2022, FOR THE PURPOSE OF ELECTING COUNCIL MEMBERS FOR COUNCIL DISTRICTS ONE (1), TWO (2) AND THREE (3) OF THE CITY OF BAYTOWN; DESIGNATING THE PLACES AND MANNER OF HOLDING SAID ELECTION; PRESCRIBING THE HOURS; ESTABLISHING THE CENTRAL COUNTING STATION; PROVIDING FOR AN EARLY VOTING BALLOT BOARD FOR EARLY BALLOTS; PROVIDING FOR THE POSTING AND PUBLICATION OF NOTICE; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

\*\*\*\*\*

WHEREAS, pursuant to Article II, Section 12 of the Charter of the City of Baytown, Texas, Ordinance No. 11,718, Resolution No. 2159, the Texas Election Code and the Order of the Court in *Campos, et al. v. City of Baytown, et al*, providing for the manner of election and the term of office of the members of the City Council of the City of Baytown, the City Council herein calls its municipal election to be held on the 8<sup>th</sup> day of November, 2022; NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the regular municipal election of the City of Baytown, as prescribed in Article II, Section 12 of the Charter of the City of Baytown, Ordinance No. 11,718, Resolution No. 2159, and Sections 41.001 and 41.031 of the Texas Election Code, shall be held between the hours of seven o'clock (7:00) a.m. and seven o'clock (7:00) p.m. on the 8<sup>th</sup> day of November, 2022, in the City of Baytown, Texas, for the purpose of electing the following members of the City Council:

Council Member from District No. One (1),  
Council Member from District No. Two (2), and  
Council Member from District No. Three (3).

Section 2: That one Council Member shall be elected from each of the following single member election districts:

District No. One (1),  
District No. Two (2), and  
District No. Three (3),

by a majority vote, that said districts are as established, defined and outlined in Ordinance No. 11,718, and subsequent ordinances adding newly annexed territories to the proper council districts. Each council member elected from a district shall be a bona fide resident of the district to be represented.

Section 3: That the qualifications of a council member shall be as follows:

- a citizen of the United States of America;
- a qualified voter of the City;
- have resided for at least six months next preceding the election within the district from which he/she was elected; and
- meet such other requirements as set forth in Chapter 141 of the Texas Election Code.

Section 4: That any eligible and qualified person may have his/her name printed upon the official ballot as an independent candidate for the office of Council Member from his/her respective district by filing a sworn application with the City of Baytown Mayor's designee, the City Clerk, no later than August 22, 2022. The form of the sworn application for the candidates for the office of Council Member shall be as set forth by Section 141.031 of the Texas Election Code.

Section 5: That the form of the ballot for said election shall be substantially as follows:

**OFFICIAL BALLOT**

**FOR COUNCIL MEMBER DISTRICT NO.**

**(Appropriate District No. to be completed for each ballot)**

Section 6: That any person eligible for the office of Council Member who has filed his/her own sworn application in accordance with the provisions of this ordinance shall have his/her name printed on the official ballot. Any such person may cause his/her name to be withdrawn by filing, in writing, with the City of Baytown Mayor's designee, the City Clerk, a request to that effect over his/her own signature, duly attested to by a Notary Public no later than 5:00 p.m., Friday, August 29, 2022. No names so withdrawn shall be printed on the ballot.

Section 7: That should a run-off election be necessary, the run-off election, pursuant to Sections 41.001 and 41.031 of the Texas Election Code, shall be held on (i) the same date and time that Harris County holds its run-off election or (ii) if Harris County does not hold a run-off election, the run-off election will be held on a date to be determined by the Texas Secretary of State, between the hours of seven o'clock (7:00) a.m. and seven o'clock (7:00) p.m., in the City of Baytown, Texas.

Section 8: That the election called in Section 1 hereof shall be held as a joint election with Harris County pursuant to the joint election agreement to be entered into with such county.

Section 9: That the City shall use the polling places along with election officials for the municipal election ordered in Section 1 hereof as designated by Harris County.

Section 10: Direct recording electronic (DRE) equipment shall be used for voting at the designated election precincts, and electronic counting devices and equipment shall be used for counting the ballots at the election.

Section 11: Each qualified voter who desires to cast an early vote shall be entitled to an official ballot and the right to cast such ballot in accordance with the provisions of the Texas Election Code. Early voting will be conducted by the Early Voting Clerk at the places designated by Harris County. Direct recording electronic (DRE) equipment shall be used for early voting by personal appearance. Early voting by personal appearance shall commence on October 24, 2022, and end on November 4, 2022, in accordance with the schedules adopted by Harris County. Direct recording electronic (DRE) equipment shall be used for early voting by mail in Harris County. Applications for ballots to be voted by mail may be delivered as follows:

Mail:  
Harris County Elections Administrator  
Attention: Elections Division  
P.O. Box 1148  
Houston, TX 77251-1148

Common or Contract Carrier:  
Harris County Elections Administrator  
Attention: Elections Division  
1001 Preston, 4<sup>th</sup> Floor  
Houston, TX 77002

For Information  
Call: (713) 755-6965  
Email: [ybm@harrisvotes.com](mailto:ybm@harrisvotes.com)  
Webpage: [harrisvotes.com](http://harrisvotes.com)

Note: **Applications for Ballots by Mail (ABBM)s** and **Applications for Federal Post Card Applications (FPCAs)** must be received no later than the close of business on Friday, October 28, 2022.

Section 12: The Central Counting Stations to receive and tabulate voted ballots shall be at the locations designated by Harris County.

Section 13: That the general municipal election shall be held in accordance with, and shall be governed by, the election laws of the State of Texas. In the municipal election, the Mayor and the City Clerk of the City of Baytown shall do and perform each act as required to be done and performed respectively by the County Judge and the County Clerk of the Commissioners Court. The notice of this election shall be given by posting a substantial copy of this election ordinance at City Hall and at three other places in the City, not later than the 21<sup>st</sup> day prior to the date set for the election; and a substantial copy of this election ordinance also shall be published once in a newspaper of general circulation published in the City, the date of the first publication to be not more than 30 days and not less than 10 days prior to the date set for the election. Notice of the Election shall also be provided to the Harris County Clerk not later than the 60<sup>th</sup> day before the date of the election ordered herein.

Section 14: The City Clerk is further authorized to give or cause to be given notices required for the election, and to take such other and further action as is required to conduct the election in compliance with the Texas Election Code.

Section 15: In all matters relating to the ordering, giving notice, and holding the election, the City shall comply with the applicable parts of the Texas Election Code, including particularly Chapter 272 of the Texas Election Code pertaining to bilingual requirements, and the Federal Voting Rights Act of 1965, as amended.

Section 16: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown, Texas.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown on this the 28<sup>th</sup> day of July, 2022.

\_\_\_\_\_  
BRANDON CAPETILLO, Mayor

ATTEST:

\_\_\_\_\_  
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
SCOTT LEMON, City Attorney



## CITY COUNCIL MEETING

5. a.

**Meeting Date:** 07/28/2022

**Subject:** Consider Authorizing the Publication of the Notice of Intent to Sell Certificates of Obligation

**Prepared for:** Victor Brownlees, Finance

**Prepared by:** Elizabeth Donato, Finance

**Department:** Finance

---

### **Information**

#### **ITEM**

Consider a resolution authorizing the publication of the Notice of Intent to issue Tax Certificates of Obligations, Series, 2022 for infrastructure and authorizing advanced funding.

#### **PREFACE**

The Notice of Intent (NOI) to issue Tax Certificates of Obligations, Series 2022, is the first step in the process allowing the City to sell this debt. The following summaries the projects funded by the 2022 Certificates of Obligations

Infrastructure	\$45,000,000.00
<b><i>Total Infrastructure</i></b>	<b><i>\$45,000,000.00</i></b>

The proposed NOI will be published for a maximum aggregate principal amount not to exceed \$45 million. The amount in the above chart reflect the par amount.

The proposed resolution also authorizes advanced funding as needed for the above-referenced equipment and improvements. IRS regulations dictate the Council declare its official intent to reimburse prior expenditures and proceeds of subsequent borrowings. The advanced funding will be invoked if the City entered into a contract on these projects prior to the issuance of the bonds. The advanced funding would not preclude the necessity of Council approval for contracts that require such approval.

---

### **Attachments**

Resolution - Publication of the Notice of Intent to Sell Certificates of Obligation

---

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN,  
TEXAS, AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO  
ISSUE CERTIFICATES OF OBLIGATION; APPROVING THE  
PREPARATION OF A PRELIMINARY OFFICIAL STATEMENT; AND  
PROVIDING FOR THE EFFECTIVE DATE THEREOF.

\*\*\*\*\*

WHEREAS, the City Council of the City of Baytown, Texas (the “City”), deems it advisable to issue certificates of obligation (the “Certificates”) of the City in accordance with the notice hereinafter set forth; and

WHEREAS, the City desires to approve the preparation of a preliminary official statement (the “Preliminary Official Statement”) in anticipation of its issuance of the Certificates; NOW, THEREFORE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1. The findings, determinations, definitions and recitations set out in the preamble to this resolution are found to be true and correct and are hereby adopted by City Council and made a part hereof for all purposes.

Section 2. The City Clerk is hereby authorized and directed to cause to be published and posted in the manner required by law and in substantially the form attached hereto as Exhibit A, a notice of the City’s intention to issue the Certificates (the “Notice”).

Section 3. The Notice shall be published once a week for two (2) consecutive weeks in a newspaper that is of general circulation in the City, the date of the first publication to be at least forty-six (46) days before the date tentatively set in the Notice for the passage of the ordinance authorizing the issuance of the Certificates. In addition, the Notice shall be posted continuously on the City’s website for at least forty-five (45) days before the date tentatively set in the Notice for the passage of the ordinance authorizing the issuance of the Certificates.

Section 4. For purposes of section 1.150-2(d) of the Treasury Regulations, this Notice serves as the City’s official declaration of intent to reimburse itself from proceeds of the Certificates in the maximum principal amount and for expenditures paid in connection with the projects, each as set forth in Exhibit A hereof. Any such reimbursement will only be made (i) for an original expenditure paid no earlier than 60 days prior to the date hereof and (ii) not later than 18 months after the later of (A) the date the original expenditure is paid or (B) the date the project to which such expenditure relates is placed in service or abandoned, but in no event more than three years after the original expenditure is paid.

Section 5. For the purposes of the Notice, the City hereby designates as self-supporting those public securities listed in the attached Exhibit B, the debt service on which the City currently pays from sources other than ad valorem tax collections. The City plans to continue to pay these public securities based on this practice; however, there is no guarantee this practice will continue in future years.



Section 6. The Director of Finance, the City Manager, other appropriate officials of the City, the City's financial advisor, Hilltop Securities, Inc., and the City's bond counsel, Bracewell LLP, are authorized and directed to proceed with the preparation of the Preliminary Official Statement and to make other necessary arrangements for the sale of the Certificates at a future meeting of the City Council of the City.

Section 7. The Mayor, City Manager, the Director of Finance, City Clerk, and other officers and agents of the City are hereby authorized and directed to do any and all things necessary or desirable to carry out the provisions of this resolution.

Section 8. This resolution shall take effect immediately from and after its passage by the City Council of the City of Baytown.

*[Remainder of Page Intentionally Left Blank]*

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown, Texas this 28<sup>th</sup> day of July, 2022.

---

BRANDON CAPETILLO, Mayor

ATTEST:

---

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

---

SCOTT LEMON, City Attorney

## EXHIBIT A

### NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION

NOTICE IS HEREBY GIVEN that the City Council of the City of Baytown, Texas (the "City"), will meet at City Hall, 2401 Market Street, Baytown, Texas, 77520, at 6:30 p.m. on the 22<sup>nd</sup> day of September, 2022, which is the time and place tentatively set for the passage of an ordinance and such other action as may be deemed necessary to authorize the issuance of the City's certificates of obligation, in the maximum aggregate principal amount not to exceed \$45,000,000 payable from ad valorem taxes and from a limited pledge of a subordinate lien on the net revenues of the City's waterworks and sanitary sewer system, bearing interest at any rate or rates not to exceed the maximum interest rate now or hereafter authorized by law, as shall be determined within the discretion of the City Council of the City at the time of issuance of the Certificates, and maturing over a period not to exceed forty (40) years from the date of issuance, for the purposes of evidencing the indebtedness of the City for all or any part of the costs associated with (i) the design, construction, and equipment of streets, sidewalks, and related infrastructure, (ii) the design, construction, and equipment of storm water drainage facilities and improvements, (iii) the design, construction, renovation, and equipment of firefighting facilities and the purchase of related land and/or rights-of-way located in the vicinity of the 2200 block of Market Street, (iv) the design, construction, renovation, and equipment of public safety facilities; (v) the design, construction, renovation, and equipment of parks and recreational facilities, (vi) the design, construction, renovation, and equipment of improvements to existing municipal buildings and facilities, including (a) buildings and facilities for municipal courts, public works, facilities maintenance, mosquito control, and environmental health and community services, (b) the Arts League Building, and (c) Sterling Library, and (vii) the cost of professional services incurred in connection therewith. The estimated combined principal and interest required to pay the Certificates on time and in full is approximately \$64,715,600. Such estimate is provided for illustrative purposes only, and is based on an assumed interest rate of 4.00%. Market conditions affecting interest rates vary based on a number of factors beyond the control of the City, and the City cannot and does not guarantee a particular interest rate associated with the Certificates. As of the date of this notice, the aggregate principal amount outstanding of tax-supported debt obligations of the City (excluding public securities secured by an ad valorem tax but designated by the City as self-supporting in Resolution No. \_\_\_\_\_, dated July 28, 2022, which resolution is available from the City upon request) is \$96,663,803, and based on the City's expectations, as of the date of this notice the combined principal and interest required to pay all of the outstanding tax-supported debt obligations of the City (excluding public securities secured by an ad valorem tax but designated by the City as self-supporting) on time and in full is \$114,495,210.

WITNESS MY HAND AND THE OFFICIAL SEAL OF THE CITY, this 28<sup>th</sup> day of July, 2022.

Angela Jackson  
City Clerk  
City of Baytown, Texas

EXHIBIT B  
SELF-SUPPORTING DEBT

**Total Principal Amount Designated as Self-Supporting:** \$85,615,331

The total principal amount of self-supporting debt is comprised of some or all of the debt from the following series of obligations:

**Series Designation**

---

Combination Tax and Revenue Certificates of Obligation, Series 2014  
General Obligation and Refunding Bonds, Series 2014  
General Obligation and Refunding Bonds, Series 2015  
General Obligation Refunding Bonds, Series 2016  
Combination Tax and Revenue Certificates of Obligation, Series 2016  
Combination Tax and Revenue Certificates of Obligation, Series 2019  
General Obligation Refunding Bonds, Series 2019A  
Combination Tax and Revenue Certificates of Obligation, Series 2020  
General Obligation Refunding Bonds, Series 2020  
General Obligation Refunding Bonds, Series 2021A

THE STATE OF TEXAS   §  
COUNTIES OF HARRIS AND CHAMBERS                         §

1. The City Council of the City of Baytown, Texas, convened in a regular meeting on the 28<sup>th</sup> day of July, 2022, at the regular meeting place thereof, within said City, and the roll was called of the duly constituted officers and members of said City Council, to wit:

and all of said persons were present, except the following absentee(s): \_\_\_\_\_, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

was duly introduced for the consideration of said City Council and read in full. It was then duly moved and seconded that said resolution be adopted; and, after due discussion, said motion, carrying with it the adoption of said resolution, prevailed and carried by the following vote:

2. A true, full and correct copy of the aforesaid resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that said resolution has been duly recorded in said City Council's minutes of said meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said City Council's minutes of said meeting pertaining to the adoption of said resolution; that the persons named in the above and

foregoing paragraph are the duly chosen, qualified and acting officers and members of said City Council as indicated therein; that each of the officers and members of said City Council was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said resolution would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; that said meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of said meeting was given as required by Chapter 551, Texas Government Code.

SIGNED AND SEALED this 28<sup>th</sup> day of July, 2022.

[SEAL]

---

City Clerk  
City of Baytown, Texas



## **CITY COUNCIL MEETING**

**6. a.**

**Meeting Date:** 07/28/2022

**Subject:** Receive certified ad valorem anticipated collection rate and the certified excess debt collections

**Prepared for:** Victor Brownlees, Finance

**Prepared by:** Elizabeth Donato, Finance

**Department:** Finance

---

### **Information**

#### **ITEM**

Receive the 2022 Certified Ad Valorem Anticipated Collection Rate and the Certified Excess Debt Collections from the City of Baytown Tax Assessor/Collector.

#### **PREFACE**

This item allows the Council to receive the 2022 Certified Ad Valorem Anticipated Collection Rate and the Certified Excess Debt Collections from the City of Baytown Tax Assessor/Collector.

This Tax Assessor/Collector certification is required by the State Property Tax Code, Section 26.04(b) and must be submitted to the City Council and used in the Truth in Taxation calculations before adoption of the 2022 tax rate.

The anticipated collection rate for the 2022 taxable year is 100%, which represents the sum of current and delinquent taxes, including penalties, interest and miscellaneous fees. The amount of excess debt collections for the 2021 tax year is \$26,742.00.

---

### **Attachments**

Certified Collection Rate and Excess Debt Collections

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July 12, 2022

Mr. Victor Brownlees  
Director of Finance  
City of Baytown  
P. O. Box 424  
Baytown, TX 77522

Dear Mr. Brownlees:

Attached for the Mayor and City Council for their consideration and review is the 2022 certified ad valorem anticipated collection rate and the certified excess debt collections.

This Tax Assessor/Collector certification is required by the State Property Tax Code, Section 26.04 (b) and must be submitted to the governing body and used in the Truth in Taxation calculations before adoption of the 2022 tax rate.

The combined collections of the current and delinquent taxes with penalties and interest provides anticipated 100% collection rate for the 2022 tax year. The collections of the 2021 tax roll did generate excess proceeds to be certified and applied to the 2022 debt tax rate which is listed on the certification.

If I can be of further service, or if you have any questions or concerns, please advise.

Sincerely,

Charlene Piggott, RTA, CSTA

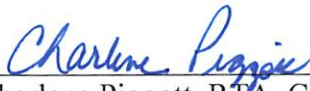
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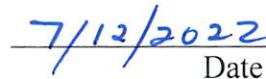
**STATE OF TEXAS**  
**PROPERTY TAX CODE, SECTION 26.04 (b)**  
**COUNTY OF HARRIS**  
**CERTIFICATION OF ANTICIPATED COLLECTION RATE FOR**  
**THE CITY OF BAYTOWN, TEXAS**

I, Charlene Piggott, Tax Assessor/Collector for the City of Baytown, certify that the anticipated collection rate of said municipality for the 2022 taxable year is one-hundred percent (100%). This percentage represents the anticipated sum of current and delinquent taxes, including penalties, interest, and miscellaneous fees.

The amount of excess debt collections for the 2021 year is twenty-six thousand and seven hundred-forty-two dollars (\$26,742).



\_\_\_\_\_  
Charlene Piggott, RTA, CSTA  
Tax Assessor/Collector  
City of Baytown, Texas



\_\_\_\_\_  
Date





## **CITY COUNCIL MEETING**

**7. a.**

**Meeting Date:** 07/28/2022

**Subject:** Receive the Baytown Fire Control, Prevention, and EMS District FY 2022-23 Budget.

**Prepared for:** Victor Brownlees, Finance

**Prepared by:** Monica Fabela, Finance

**Department:** Finance

---

### **Information**

#### **ITEM**

Receive the Fiscal Year 2022-23 Budget for the Baytown Fire Control, Prevention, and Emergency Medical Services District.

#### **PREFACE**

The Board of Directors ("Board") of the Baytown Fire Control, Prevention, and Emergency Medical Services District ("FCPEMSD") met on Tuesday, July 19, 2022, and approved its Fiscal Year 2022-23 budget.

In accordance with the alternative budget procedures adopted by the FCPEMSD, the Board is required to submit the budget to the City Council within 10 days after the budget is adopted. As such, this agenda item acknowledges that the Board has done so and that the City Council has received it.

After the budget has been received by the City Council, the following will occur:

- The City Clerk will publish notice of the City Council's public hearing for the proposed budget no later than 10 days before the public hearing;
- The City Council will hold a public hearing on the proposed budget no later than 45 days before October 1, 2022; and
- The City Council must approve or reject the proposed budget no later than 30 days before October 1, 2022.

The City Council may not amend the proposed budget, only approve or reject it. If it is rejected, the City Council and the Board shall meet and together amend and approve the budget before October 1, 2022.

The public hearing for this budget is scheduled for Thursday, August 25, 2022, and consideration for the approval of the budget is scheduled for September 8, 2022.

A copy of the proposed budget is attached to this item for your review.

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### **Fiscal Impact**

**Fiscal Year:**

**Acct Code:**

**Source of Funds (Operating/Capital/Bonds):**

**Funds Budgeted Y/N:**

**Amount Needed:**

**Fiscal Impact (Additional Information):**

There is no fiscal impact associated with this item.

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**Attachments**

FY23 FCPEDMSD Proposed Budget

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**BAYTOWN  
FIRE CONTROL, PREVENTION  
AND EMERGENCY MEDICAL  
SERVICE DISTRICT (FCPEMSD)**

**ANNUAL PROGRAM OF SERVICES  
2022-23**

*PROPOSED BUDGET*



# **FIRE CONTROL, PREVENTION AND EMERGENCY MEDICAL SERVICES DISTRICT (FCPEMSD)**

## **BOARD DIRECTORS**

---

**BRENDA BRADLEY SMITH, President**

**JOHN ADKINS, Vice President**

**CITY CLERK, Secretary**

**RICHARD CARR, Director**

**BARRY L. HAWKINS, Director**

**RHONDA LOPEZ, Director**

**PREET SINGH, Director**

**MAURICE WATTS, Director**



**BAYTOWN**  
**FIRE - EMS SPECIAL DISTRICT FUND 207**  
**BUDGET SUMMARY**

	<b>Actual 2020-21</b>	<b>Budget 2021-22</b>	<b>Estimated 2021-22</b>	<b>Proposed 2022-23</b>
<b>Revenues</b>				
Sales Tax	\$ 2,263,349	\$ 1,935,812	\$ 2,331,868	\$ 2,437,493
Investment Interest	327	621	662	691
<b>Total Revenues</b>	<b>2,263,675</b>	<b>1,936,433</b>	<b>2,332,529</b>	<b>2,438,185</b>
<b>Expenditures</b>				
Personnel	317,267	415,420	332,162	-
Supplies	6,200	17,500	8,740	120,000
<b>Total Operating</b>	<b>392,369</b>	<b>470,620</b>	<b>356,102</b>	<b>120,000</b>
Capital Outlay	986,241	1,063,501	1,114,059	452,415
Transfers Out	1,151,300	782,125	782,125	1,668,855
Unforeseen/New Initiatives	-	294,579	-	-
<b>Total Expenditures</b>	<b>2,529,910</b>	<b>2,610,825</b>	<b>2,354,586</b>	<b>2,241,270</b>
<b>Excess (Deficit) Revenues Over Expenditures</b>	<b>(266,235)</b>	<b>(674,392)</b>	<b>(22,056)</b>	<b>196,915</b>
<b>Fund Balance - Beginning</b>	<b>1,031,573</b>	<b>765,338</b>	<b>765,338</b>	<b>743,284</b>
<b>Fund Balance - Ending</b>	<b>\$ 765,338</b>	<b>\$ 90,947</b>	<b>\$ 743,284</b>	<b>\$ 940,199</b>

**BAYTOWN**  
**FIRE - EMS SPECIAL DISTRICT FUND 207**  
**SPECIAL DISTRICT - FIRE/EMS - 20701**

	<b>Actual 2020-21</b>	<b>Budget 2021-22</b>	<b>Estimated 2021-22</b>	<b>Proposed 2022-23</b>
<b>Expenditures</b>				
71002 Regular Wages	\$ 214,557	\$ 294,484	\$ 233,365	\$ -
71009 Overtime	2,561	-	341	-
71021 Health Insurance	24,777	26,345	20,160	-
71022 TMRS	41,023	56,155	43,587	-
71023 FICA	16,622	23,630	18,307	-
71028 Workers Compensation	3,772	406	4,114	-
71041 Allowances	13,955	14,400	12,288	-
<b>Personnel</b>	<b>317,267</b>	<b>415,420</b>	<b>332,162</b>	<b>-</b>
72021 Minor Tools	-	-	-	120,000
72026 Cleaning & Janitorial Sup	618	1,500	1,021	-
72031 Chemical Supplies	5,582	16,000	7,720	-
<b>Supplies</b>	<b>6,200</b>	<b>17,500</b>	<b>8,740</b>	<b>120,000</b>
73011 Buildings Maintenance	21,515	-	-	-
<b>Maintenance</b>	<b>21,515</b>	<b>-</b>	<b>-</b>	<b>-</b>
74070 Elections	47,387	15,000	15,000	-
74280 Bonds	-	200	200	-
<b>Services</b>	<b>47,387</b>	<b>15,200</b>	<b>15,200</b>	<b>-</b>
<b>Total Operating</b>	<b>392,369</b>	<b>448,120</b>	<b>356,102</b>	<b>120,000</b>
80001 Furniture & Equip <\$10000	3,187	332,234	331,922	-
84042 Machinery & Equipment	-	87,980	77,980	160,000
84043 Motor Vehicles	983,053	698,287	704,157	292,415
84045 Radio & Testing Equipment	-	-	-	-
<b>Total Capital</b>	<b>986,241</b>	<b>1,118,501</b>	<b>1,114,059</b>	<b>452,415</b>
85011 Engineering	-	102,300	102,300	-
<b>Total Construction in Progress</b>	<b>-</b>	<b>102,300</b>	<b>102,300</b>	<b>-</b>
91350 To Gen Capital Proj Fund	-	-	-	342,946
91401 To G O I S	851,300	782,125	782,125	783,125
91101 To General Fund	300,000	-	-	542,784
<b>Total Transfers Out</b>	<b>1,151,300</b>	<b>782,125</b>	<b>782,125</b>	<b>1,668,855</b>
99001 Contingencies	-	159,778	-	-
<b>Total Contingencies Out</b>	<b>-</b>	<b>159,778</b>	<b>-</b>	<b>-</b>
<b>Total Expenditures</b>	<b>\$ 2,529,910</b>	<b>\$ 2,610,824</b>	<b>\$ 2,354,586</b>	<b>\$ 2,241,270</b>

<b>20701 FIRE CONTROL PREVENTION &amp; EMERGENCY MEDICAL SERVICES DISTRICT FCPMSD - BUDGET NOTES</b>
--

<b>Acct #</b>	<b>Account Name</b>	<b>Amount</b>
<b>7200</b>	<b><u>Supplies</u></b>	
<b>72021</b>	<b>Minor Tools</b>	120,000
	Equipment for (2) Pierce Velocity Pumper Trucks	
<b>TOTAL SUPPLIES</b>		<b>120,000</b>
<b>8000</b>	<b><u>Capital Outlay</u></b>	
<b>84042</b>	<b>Machinery &amp; Equipment</b>	160,000
	Rescue Tools (2@\$15,000)	30,000
	Zoll X Series Advanced EKG Monitor/Defibrillator (2)	90,000
	Forklift (Training Field)	40,000
<b>84043</b>	<b>Motor Vehicles</b>	292,415
	Ambulance	292,415
<b>TOTAL CAPITAL OUTLAY</b>		<b>452,415</b>
<b>9100</b>	<b><u>Transfers Out</u></b>	
<b>91101</b>	<b>To General Fund</b>	1,668,855
	Payment 1 of 2 for (2) Pierce Velocity Pumper Trucks and Equipment for Engine 3	542,784
<b>91350</b>	<b>To General Fund</b>	
	Contribution to Vehicle Replacement Fund	342,946
<b>91401</b>	<b>To G O I S</b>	
	Principal & Interest Payment for Series 2020 GO Ref Bond for Training Facility – Phase III	783,125
<b>TOTAL TRANSFERS OUT</b>		<b>1,668,855</b>
<b>TOTAL FCPMSD</b>		<b>\$ 2,241,270</b>





## **CITY COUNCIL MEETING**

**8. a.**

**Meeting Date:** 07/28/2022

**Subject:** Receive the City Manager's Proposed Budget for FY 2022-23

**Prepared for:** Victor Brownlees, Finance

**Prepared by:** Monica Fabela, Finance

**Department:** Finance

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### **Information**

#### **ITEM**

Receive the City Manager's proposed municipal budget and budget message for Fiscal Year 2022-23.

#### **PREFACE**

The City Charter provides in Article V, Section 41 that "the City Manager, at least sixty days prior to the beginning of each budget year, shall submit to the Council a proposed budget and an explanatory budget message in the form, and with the contents, provided by Sections 50 and 52."

The Council may accept or modify the proposed budget prior to adoption. Article V, Section 46 of the Charter requires the City Council to adopt an annual budget no later than September 26th of each year, or the City Manager's proposed budget shall be adopted as originally submitted to Council.

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### **Fiscal Impact**

**Fiscal Year:**

**Acct Code:**

**Source of Funds (Operating/Capital/Bonds):**

**Funds Budgeted Y/N:**

**Amount Needed:**

**Fiscal Impact (Additional Information):**

There is no fiscal impact associated with this item.

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### **Attachments**

FY23 Budget Presentation

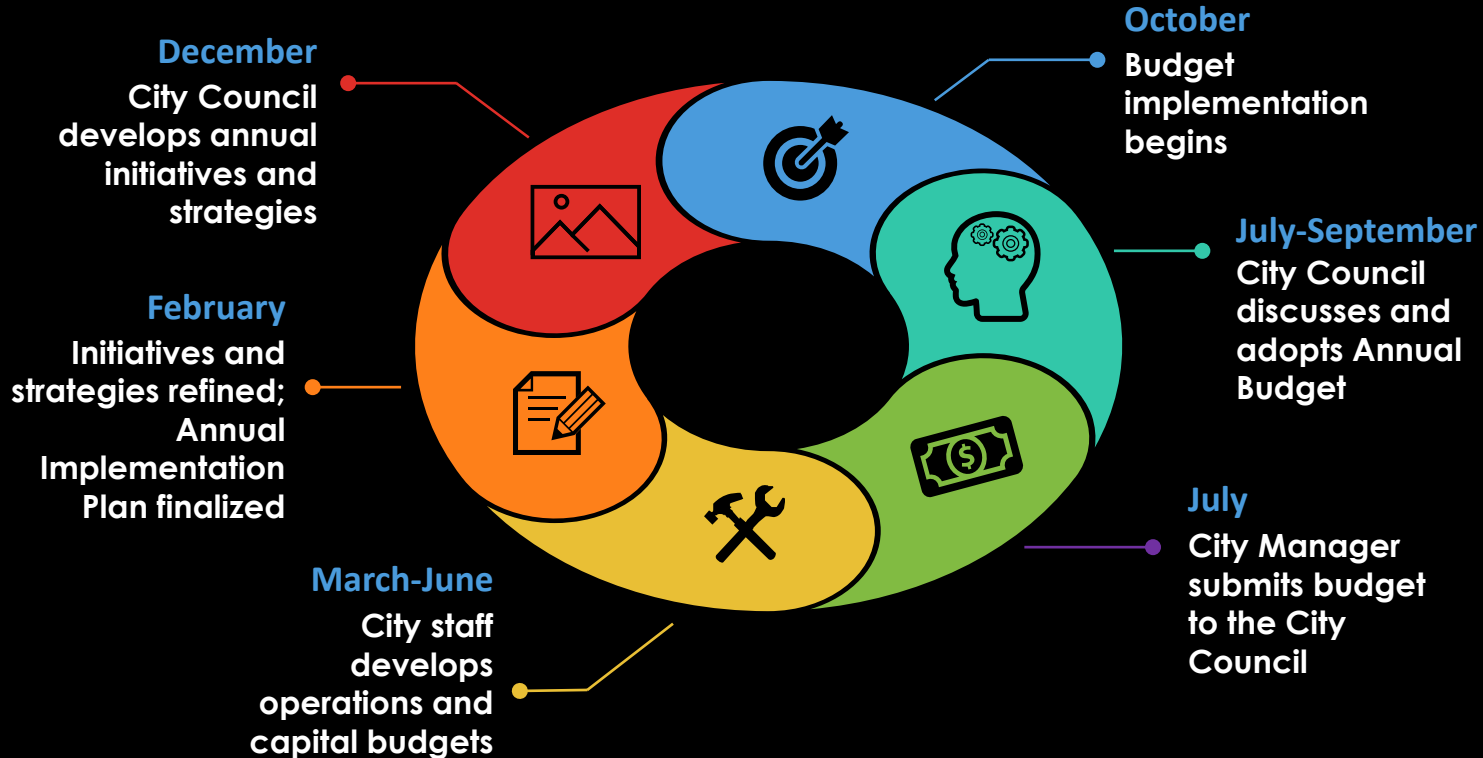
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# ***BOLDLY MOVING FORWARD***

**FY23 City of Baytown Budget  
City Council Meeting  
July 28, 2022**



# BUDGET DEVELOPMENT PROCESS



# BUDGET SUMMARY



- **General Inflation 9%, Gas Inflation 60% Unleaded/75% Diesel**
- **Senior and Disabled Property Tax Exemption Raised to \$80,000 (\$20,000 Increase)**
- **Property Tax Rate Reduced to \$0.78 from \$0.785**
  - **5<sup>th</sup> Consecutive Year of Rate Reductions**
  - **\$0.04203 of Rate Reductions since 2018 (4.2 cents)**
- **No Rate Increase in Sanitation or Stormwater Fees**
  - **Eliminated GF Transfer to Sanitation by \$250,000**
- **No Rate Increase in Water & Sewer for low volume users**
- **91 Days of Operating Reserves**
- **General Fund Debt Issuance \$45M – Capital Program**

# BUDGET SUMMARY



- **Continued Support of Employees & Council Goals**
  - 40½ New Positions
    - Transferred 15 CCPD Employees to General Fund
    - Transferred 2 FCPEMSD Employees to General Fund
    - Transferred 9 Nature Center Employees to General Fund
  - 5% Salary Increase (Non-Civil Service)
  - Civil Service Salary Increases as per Contracts
  - Employee/City Health Insurance Premium Holiday
- **Continuation of the Most Significant Capital Improvement Program in Baytown History**
  - \$800m Capital Projects in Design/Under Construction planned thru 2027

# ECONOMIC PROSPERITY



- **BOLDLY Moving Initiatives Forward**
  - Business Improvement Grant Program
  - Fiber Between the Public Safety Building & 911 Center
  - ULDC Update
  - Evaluation of City Development Code
  - Waterfront Adventure Course Study
  - Economic Development Specialist Positions Added (2)

# OUTDOOR RECREATION AND AMENITIES



- **BOLDLY Moving Initiatives Forward**
  - Disc Golf Course
  - Thompson Area Park w/ TPWG
  - Basketball Court Improvements/Shade Structures (Bergeron, Alllenbrook, Central Heights)
  - Lakewood Community Dog Park
  - Town Square Green Space Improvements
  - Free Admission to Baytown Nature Center
  - Wayne Gray Park Expansion & Parking Improvements
  - Jenkins Park Clubhouse/Bayland Marina Park Design
  - Youth Summer Camp
  - Russell Park Drainage
  - American Little League Park Improvements
  - 100 Block of Town Square

# CRITICAL INFRASTRUCTURE & TRAFFIC FLOW



- **BOLDLY Moving Initiatives Forward**
  - Garth Road Reconstruction IH-10 – SH146
  - Market Street Revitalization Project
  - Broadband Study
  - Cedar Bayou Lynchburg Widening (Utility Relocation)
  - Continued Investment in Street Reconstruction
  - N. Main Street Pavement Preservation Phase II
  - Signal Modernization
  - IH-10 Intersection Improvements
  - N. Alexander Traffic Signal Relocation Program
  - Citywide Streetlight Study
  - Long Range Planning – Downtown/Central Baytown



# CRITICAL INFRASTRUCTURE & TRAFFIC FLOW



- **BOLDLY Moving Initiatives Forward**
  - W. Texas Avenue Drainage Improvements
  - Danubina Area Drainage System Improvements
  - Baytown Central Stormwater Detention Basin Improvements
  - Annual Waterline Rehabilitation Program
  - Sjolander/Crosby Cedar Bayou/Barkuloo Utilities
  - Connally Annexation Utilities
  - Annual Sanitary Sewer Rehabilitation
  - IH-10 Lift Station #1 Improvements
  - Lannie Lift Station Improvements
  - Texas Avenue Lift Station Improvements
  - Abbe Addition Lift Station
  - EDWWTP Phase II Rehabilitation

# BEAUTIFICATION AND ENVIRONMENTAL STEWARDSHIP



- **BOLDLY Moving Initiatives Forward**
  - Trash Off Event
  - Image Campaign & Marketing Study
  - Art in the Park
  - Street Cleaning Program
  - Building Inspector Position Added

# BUILDING A CONNECTED BAYTOWN



- **BOLDLY Moving Initiatives Forward**
  - Continuation of 4<sup>th</sup> of July, Grito Fest & Juneteenth Celebrations
  - Amphitheatre/Outdoor Pavilion – Roseland/Jenkins
  - Expansion of Pop Up Park Events
  - Pickleball (Holloway & Wayne Gray Sports Complex)
  - Expand National Night Out @ Town Square
  - Art League Building Improvements
  - Continuation of Sidewalk Master Plan
  - Baytown Day in Austin

# BUDGET TIMELINE



- **Proposed Budget Work Sessions**
  - August 16<sup>th</sup>
  - August 18<sup>th</sup>
  - August 23<sup>rd</sup>
  - August 25<sup>th</sup> (If Needed)
- **Conduct Budget Public Hearing**
  - August 25<sup>th</sup>
- **Consider Budget Adoption**
  - August 25<sup>th</sup>
  - September 8<sup>th</sup>
  - September 22<sup>nd</sup> (Final Day to Consider Adoption)
- **Set Tax Rate**
  - September 22<sup>nd</sup>

***BOLDLY*** MOVING FORWARD

FY23 City of Baytown Budget





## **CITY COUNCIL MEETING**

**8. b.**

**Meeting Date:** 07/28/2022

**Subject:** Consider Setting a Public Hearing for the City of Baytown FY 2022-23 Proposed Budget.

**Prepared for:** Victor Brownlees, Finance

**Prepared by:** Monica Fabela, Finance

**Department:** Finance

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### **Information**

#### **ITEM**

Consider an ordinance setting the date, time and place for a public hearing regarding the City of Baytown Fiscal Year 2022-23 Proposed Budget.

#### **PREFACE**

Section 43 of the City Charter requires that City Council set the date, time and place for a public hearing on the proposed budget.

It is suggested that the public hearing regarding the City of Baytown Fiscal Year 2022-23 proposed budget be held on Thursday, August 25, 2022, at 6:45 P.M., in the City Council Chamber of Baytown City Hall. The notice of public hearing will be published in The Baytown Sun no later than 10 days prior to the hearing.

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### **Fiscal Impact**

**Fiscal Year:**

**Acct Code:**

**Source of Funds (Operating/Capital/Bonds):**

**Funds Budgeted Y/N:**

**Amount Needed:**

**Fiscal Impact (Additional Information):**

There is no fiscal impact with this item.

---

### **Attachments**

Ordinance - Setting Public Hearing for FY2022-23 Proposed Budget

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AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN,  
TEXAS, SETTING A DATE, TIME AND PLACE FOR A PUBLIC HEARING  
ON THE PROPOSED FISCAL YEAR 2022-2023 MUNICIPAL BUDGET; AND  
PROVIDING FOR THE EFFECTIVE DATE THEREOF.

\*\*\*\*\*

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: On August 25, 2022, at 6:45 p.m., in the City Hall Council Chamber of the City of Baytown, 2401 Market Street, Baytown, Texas, the City Council will hold a public hearing giving all interested parties the right to appear and be heard on the proposed fiscal year 2022-2023 municipal budget.

Section 2: The City Clerk of the City of Baytown is hereby authorized and directed to cause notice of such public hearing to be published once in the newspaper having general circulation in the City not less than ten (10) days prior to the date of the public hearing.

Section 3: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 28<sup>th</sup> day of July, 2022.

---

BRANDON CAPETILLO, Mayor

ATTEST:

---

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

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SCOTT LEMON, City Attorney



## **CITY COUNCIL MEETING**

**8. c.**

**Meeting Date:** 07/28/2022

**Subject:** Consider Setting City of Baytown FY 2022-23 Budget Review Work Sessions

**Prepared for:** Victor Brownlees, Finance

**Prepared by:** Monica Fabela, Finance

**Department:** Finance

---

### **Information**

#### **ITEM**

Consider a resolution setting the dates for budget work sessions to discuss the Fiscal Year 2022-23 Municipal Budget.

#### **PREFACE**

The City Charter requires the City Manager to submit the proposed budget to Council at least 60 days prior to the beginning of the fiscal year.

This item allows the members of Council to set up the time and date for the budget work sessions. Additional dates can be established later, if necessary.

The suggested dates for the budget work sessions are Tuesday, August 16th, Thursday, August 18th and Tuesday, August 23rd, 2022, beginning at 5:30 P.M., in the City Council Chamber. Council will also have the opportunity to discuss the budget during the work session before the August 25th Council Meeting, which is the date of the proposed public hearing and the first date Council can vote on the adoption of the budget.

---

### **Fiscal Impact**

**Fiscal Year:**

**Acct Code:**

**Source of Funds (Operating/Capital/Bonds):**

**Funds Budgeted Y/N:**

**Amount Needed:**

**Fiscal Impact (Additional Information):**

There is no fiscal impact associated with this item.

---

### **Attachments**

Resolution - Setting City of Baytown FY 2022-23 Budget Review Work Sessions

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A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS,  
CALLING THREE (3) SPECIAL COUNCIL MEETINGS TO BE HELD ON AUGUST  
16, 2022, AT 5:30 P.M., AUGUST 16, 2022, AT 5:30 P.M., AND AUGUST 23, 2022, AT  
5:30 P.M., IN THE COUNCIL CHAMBER OF CITY HALL OF THE CITY OF  
BAYTOWN; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

\*\*\*\*\*

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of the City of Baytown, Texas, hereby calls the following Special Council Meeting to be held in the Council Chamber of City Hall, located at 2401 Market Street, Baytown, Texas:

Special Council Meeting Date	Special Council Meeting Time
August 16, 2022	5:30 p.m.
August 18, 2022	5:30 p.m.
August 23, 2022	5:30 p.m.

Section 2: This resolution shall take effect immediately from and after its passage by the City Council of the City of Baytown, Texas.

INTRODUCED, READ and PASSED, by the affirmative vote of the City Council of the City of Baytown this the 28<sup>th</sup> day of July, 2022.

\_\_\_\_\_  
BRANDON CAPETILLO, Mayor

ATTEST:

\_\_\_\_\_  
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
SCOTT LEMOND, City Attorney



## **CITY COUNCIL MEETING**

**9. a.**

**Meeting Date:** 07/28/2022

**Subject:** Discuss the proposed agreement for bringing the Battleship Texas to the Bayland Marina

**Prepared for:** Rick Davis, City Management

**Prepared by:** Raquel Martinez, City Clerk's Office

**Department:** Administration

---

### **Information**

#### **ITEM**

Discuss the proposed agreement for bringing the Battleship Texas to the Bayland Marina.

#### **PREFACE**

This item allows the City Manager and City Council to discuss the proposed agreement for bringing the Battleship Texas to the Bayland Marina and provide direction for staff.

---

### **Fiscal Impact**

**Fiscal Year:**

**Acct Code:**

**Source of Funds (Operating/Capital/Bonds):**

**Funds Budgeted Y/N:**

**Amount Needed:**

**Fiscal Impact (Additional Information):**

There is no fiscal impact.

---

### **Attachments**

Battleship Texas Agreement

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## LEASE AND PARTICIPATION AGREEMENT

STATE OF TEXAS                   §  
   §  
COUNTY OF HARRIS           §

This Agreement (this “Agreement”) entered into by and between the Battleship Texas Foundation, a nonprofit corporation (hereinafter “the Foundation”) and the City of Baytown, a home-rule municipality located in Harris and Chambers Counties, Texas (the “City”) on the terms and conditions hereinafter set forth.

### **1. Summary**

The City desires to facilitate and participate in the permanent location of the Battleship USS Texas (hereinafter “the Texas”) to Bayland Island, Baytown, Texas in a location at Bayland Island to be determined mutually among the parties to this agreement. Such facilitation and participation shall include the City’s provision of certain monetary and non-monetary assistance as approved by the Baytown City Council.

### **2. Lease of Premises**

The City, in consideration of the Foundation’s faithful performance of the covenants described herein, leases to the Foundation the following described land, hereinafter called the “Leased Land.”

That certain portion of the submerged lands of Bayland Island, together with certain portion of Bayland Island adjacent thereto controlled by the City, all of which is described in Exhibit A, attached to and incorporated into this agreement.

### **3. Term of the Lease**

The term of the lease shall commence at 12:01 a.m. on \_\_\_\_\_ and shall continue until midnight, \_\_\_\_\_. The Foundation agrees to pay to the City, or its designated agent, rental in the amount of ONE DOLLAR (\$1.00) per year, then, in advance, on the first day of the Lease. This consideration is given in addition to the other covenants and obligations of the Foundation provided under this Agreement

### **4. Permitted Use.**

The Leased Land shall be used for the berthing of the Texas, its operation by the Foundation, construction and maintenance of a pier and small accessory building, such as ticket booths and museum/store, together with any and all related uses authorized for organizations exempt from Federal income taxation under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended. The Foundation shall endeavor to operate the facility as one accessible to the public and shall perform all work and measures necessary to maintain the Texas as a historic venue accessible to the public.

## **5. Lease Relationship**

In performing under this Lease, both the City and the Association will act in an individual capacity and not as agents, representatives, employees, employers, partners, joint-venturers, or associates of one another. The employees or agents of either party may not be, nor be construed to be, the employees or agents of the other party for any purpose. Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of partnership or of joint venture between the parties.

## **6. Monetary Contribution**

~~The City of Baytown will reimburse the Foundation no more than \_\_\_\_\_, for costs expended by the Foundation directly related to~~ **The City will consider providing Foundation reimbursement of costs incurred by the Foundation associated with** the successful placement of the Texas at Bayland Island and construction of all improvements and facilities necessary and desirable for the operation of the Texas sufficient to make such accessible **and enjoyable** to the general public. **The total of such reimbursements shall not exceed an amount agreeable to the City and the Foundation. Such shall be negotiated by the parties to this Agreement and be made part of the Agreement through future amendment.** Reimbursements will be provided to the Foundation in accordance with City policy. Determination of qualifying costs shall be made by the City Manager within 30 days of Foundation written submittal to the City Manager of reimbursement requests.

## **7. Revenue Sharing**

Nothing in this agreement obligates the parties to share revenues generated by the respective organizations. USS Texas ticket, concession, and memorabilia sales revenue shall be controlled by the Foundation.

## **8. Adherence to City Codes, Regulations, and Protocol**

It is mutually understood by the parties that the Foundation will from time to time sponsor and present simulations, events, and other activities which may involve the use of simulated/non-live gun fire and other pyrotechnic devices. Such events may also include bright lights, loud noises, music, and gatherings of people. In the presentation of such, the Foundation agrees to provide prior notice of such to the City and other occupants of Bayland Island, make reasonable accommodations to help ensure other commercial occupants of the Island can continue their operations, and in all other ways adhere to all lawful directives provided by the City Fire Marshal, Chief of Police, City Manager, or their official designees, and in all other ways adhere to City codes, regulations, and protocol as constituted at the time of the Agreement or which may be promulgated by the Baytown City Council in the future, including procuring all necessary licenses and permits. The Foundation shall be the exclusive presenter of special events associated with the Texas.

## **9. Fundraising and Operations**

The City shall not engage in any fundraising activities associated with the Texas separate from those conducted by the Foundation. Further, nothing in this Agreement obligates the City to engage in fundraising activities. It is understood and agreed that funding raised by the Foundation shall be controlled and disbursed by the Foundation. The Foundation shall constitute the sole and exclusive operator of the Texas.

## **10. Utilities**

The City shall make reasonable efforts to provide Foundation access to electric power, sewer, and water infrastructure sufficient to operate the Texas and accommodate visitors. It shall remain the responsibility of the Foundation to make and pay for all connections and monthly usage.

## **11. Insurance**

Foundation shall procure and maintain at its sole cost and expense for the duration of the Agreement, insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the services hereunder by Foundation, its agents, representatives, volunteers, employees or subconsultants.

- a. Foundation's insurance coverage shall be primary insurance with respect to the City, its officials, employees and agents. Any insurance or self-insurance maintained by the City, its officials, employees or agents shall be considered in excess of Foundation's insurance and shall not contribute to it. Notwithstanding this Paragraph 11, nothing in this Agreement shall waive the City's immunity or Foundation's obligations under Paragraph 12 to indemnify City. Further, Foundation shall include all subconsultants, agents and assigns as additional insureds under its policy or shall furnish separate certificates and endorsements for each such person or entity. All coverages for subconsultants and assigns shall be subject to all of the requirements stated herein.

The following is a list of standard insurance policies along with their respective minimum coverage amounts required in this Agreement:

1. General Liability
  - General Aggregate: \$2,000,000
  - Products & Completed Operations Aggregate: \$1,000,000
  - Personal & Advertising Injury: \$1,000,000
  - Per Occurrence: \$1,000,000
  - Coverage shall be broad form CGL.
  - No coverage shall be deleted from standard policy without notification of individual exclusions being attached for review and acceptance.

- b. The following shall be applicable to all policies of insurance required herein:

1. Insurance carrier for all liability policies must have an A.M. Best Rating of A-:VIII or better.
2. Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
3. Liability policies must be on occurrence form. Errors and Omissions can be on claims-made form.

4. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled or 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.
5. The City, its officers, agents and employees are to be added as Additional Insureds to all liability policies, with the exception of the Errors and Omissions Policy and the Worker's Compensation Policy required herein.
6. Upon request and without cost to the City, certified copies of all insurance policies and/or certificates of insurance shall be furnished to the City.
7. Upon request and without cost to the City, loss runs (claims listing) of any and/or all insurance coverages shall be furnished to the City.
8. All insurance required herein shall be secured and maintained in a company or companies satisfactory to the City, and shall be carried in the name of Foundation. Foundation shall provide copies of insurance policies required hereunder to the City on or before the effective date of this Agreement.

## **12. Indemnification and Release**

**FOUNDATION AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY AND THEIR RESPECTIVE OFFICERS, AGENTS, AND EMPLOYEES (HEREAFTER REFERRED TO AS "CITY") FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR DAMAGE TO ANY PROPERTY OR FOR ANY BREACH OF CONTRACT TO THE EXTENT ARISING OUT OF OR IN CONNECTION WITH AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A CONTRACTOR, SUBCONTRACTOR, OR SUPPLIER COMMITTED BY THE FOUNDATION OR THE FOUNDATION'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE FOUNDATION EXERCISES CONTROL (COLLECTIVELY FOUNDATION'S PARTIES). IT IS THE EXPRESSED INTENTION**

**OF THE PARTIES HERETO, BOTH FOUNDATION AND CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY FOUNDATION TO INDEMNIFY AND PROTECT CITY FROM THE CONSEQUENCES OF FOUNDATION'S OWN WILLFUL MISCONDUCT, JOINT OR SOLE NEGLIGENCE, AS WELL AS THE FOUNDATION'S INTENTIONAL TORTS, INTELLECTUAL PROPERTY INFRINGEMENTS, AND FAILURES TO MAKE PAYMENTS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. SUCH INDEMNITY SHALL NOT APPLY, HOWEVER, TO LIABILITY ARISING FROM THE PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE OF PERSONS THAT IS CAUSED BY OR RESULTS FROM THE NEGLIGENCE OF ANY PERSON OTHER THAN FOUNDATION. IN THE EVENT THAT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY FROM WHICH THE CITY IS INDEMNIFIED, FOUNDATION FURTHER AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY LEGAL COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED HEREINABOVE SHALL SURVIVE THE TERMINATION AND/OR EXPIRATION OF THIS AGREEMENT.**

By this Agreement, the City does not consent to litigation or suit, and the City hereby expressly revokes any consent to litigation that it may have granted by the terms of this Contract or any other contract or agreement, any charter, or applicable state law. Nothing herein shall be construed so as to limit or waive the City's sovereign immunity. Foundation assumes full responsibility for its work 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 they be either of the parties hereto, their employees, or other third parties) and any loss of or damage to property (whether the property be that of either of the parties hereto, their employees, or other third parties) that is caused by or alleged to be caused by, arising out of, or in connection with Foundation's work to be performed hereunder. This release shall apply with respect to Foundation's work regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance.

### **13. Termination of Agreement**

The City and/or the Foundation, besides all other rights or remedies it may have, shall have the right to terminate this Agreement without cause upon thirty (30) days' written notice to the other party. Furthermore, the City may immediately and without notice terminate this Agreement if

Foundation breaches this Agreement. A breach of this Agreement shall include, but not be limited to, the following:

- (a) failing to pay insurance premiums, liens, claims or other charges;
- (b) failing to pay any payments due the city, state, or federal government from Foundation or its principals, including, but not limited to, any taxes, fees, assessments, liens, or any payments identified in this Agreement;
- (c) the institution of voluntary or involuntary bankruptcy proceeding against Foundation;
- (d) the dissolution of Foundation;
- (e) the violation of any provision of this Agreement.

The rights and remedies of the City in this section are in addition to any other rights and remedies provided by law or under this Agreement. If the City terminates this agreement without cause, then it shall assume the responsibility associated with the removal of Texas on a timetable to be set by the City.

#### **14. Taxes or Other Impositions**

The Foundation shall timely pay any and all sales and ad valorem taxes or other impositions, if any, which may be levied, assessed, or otherwise imposed pursuant to its occupancy of the Leased Land and improvement located thereon during the term of this Lease. The Foundation shall promptly remit to the Comptroller for the State of Texas all sales taxes collected from its activities on the Leased Land.

#### **15. Emergency Access to Premises**

The Foundation shall provide the City access to the Texas in the event of an emergency in the City's sole discretion, and shall provide the City Manager a current list of contact names and phone numbers for use by the City Manager in the event of an emergency.

#### **16. Hazardous Materials**

With respect to any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," or "toxic substances" under any applicable Federal, State, or local laws, ordinances, or regulations (including, without limitation, friable asbestos and asbestos deemed hazardous by Federal or State regulations), such substances collectively referred to hereinafter as "Hazardous Materials" and such laws, ordinances, and regulations together with all rules, orders, and permits pursuant thereto collectively referred to hereinafter as "Hazardous Materials Laws," the Foundation:

- a. represents that the Foundation will not (i) store, bury, install, transport, treat, or dispose of any Hazardous Materials at, to, or from the Leased Land in violation of any applicable Hazardous Materials Laws, or (ii) cause or allow the release, discharge, emission, leak, spill, or dumping of any Hazardous Materials at or from the facilities on the Leased Land, except for those releases allowed under applicable Hazardous Materials Laws;
- b. covenants to (i) comply with all applicable Hazardous Materials Laws with respect to the manufacture, storage, transmission, presence, discharge, and removal of Hazardous



Materials at or from the facilities on the Leased Land, (ii) pay promptly within 30 days of when demand is made the costs of any required removal of any Hazardous Materials from the Leased Land and keep the Leased Land free of any lien imposed pursuant to any Hazardous Materials Laws, (iii) not locate nor allow location of any underground storage tanks on the Leased Land, (iv) not locate any materials containing asbestos of any type or nature on the Leased Land, and (v) notify City promptly in writing of the commencement of any legal or regulatory proceedings relating to Hazardous Materials affecting the Leased Land;

- c. represents that the Foundation will not cause or allow the release, discharge, emission, leak, spill, or dumping of any Hazardous Materials or oil in harmful quantities at or from the facilities on the Leased Land into the waters of the United States and State of Texas, except for those releases allowed under applicable laws.

#### **17. No Debts.**

The Foundation may not incur any debts or obligations on the credit of the City during the term of this Lease, including during any Holdover Period that may occur.

#### **18. Liens**

The Foundation shall not permit any mechanic's, materialman's, or other liens to be fixed or placed against the Leased Land and agrees to immediately discharge (either by payment or by filing the necessary bond, or otherwise) any such liens which are allegedly fixed or placed against the Leased Land. The Foundation reserves the right to contest with due diligence the reasonableness of any such charges or impositions against the Leased Land, and the City agrees not to interfere with such contested proceedings or otherwise to declare a default under this Lease due to such proceedings.

#### **19. Assignment**

The Foundation may not assign this Lease nor sublease the Leased Land, or any part thereof, without the written consent of the City Council, which consent shall not be unreasonably withheld. Such assignment shall not relieve the Association from its obligations hereunder unless such release is expressly granted by the City in approving such assignment.

#### **20. Governing Law**

This Agreement has been made under and shall be governed by the laws of the state of Texas. The parties further agree that performance and all matters related thereto shall be in Harris County, Texas.

#### **21. Notices**

Unless otherwise provided in this Agreement, any notice provided for or permitted to be given must be in writing and delivered in person or by depositing same in the United States mail, postpaid and registered or certified, and addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer of such party. Notice deposited in the mail as described above shall be conclusively deemed to be effective, unless otherwise stated in this Agreement, from and after the expiration of three (3) days after it is so deposited.

For the purpose of notice, the addresses of the parties shall be as follows unless properly changed as provided for herein below:

For the City:

CITY OF BAYTOWN  
Attn: City Manager  
P. O. Box 424  
Baytown, Texas 77522-0424  
FAX: 281-420-6586

With copy to:

CITY OF BAYTOWN  
Attn: City Attorney  
P.O. Box 424  
Baytown, Texas 77522-0424  
FAX: 281-420-6586

For Foundation:

BATTLESHIP TEXAS FOUNDATION  
Attn: Bruce Bramlett  
One Riverway  
Suite 2200  
Houston, Texas 77056  
(832) 841-3500

Each party shall have the right from time to time at any time to change its respective address, and each shall have the right to specify a new address, provided that at least fifteen (15) days' written notice is given of such new address to the other party.

**22. No Third-Party Beneficiary**

This Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit Foundation and the City only.

**23. No Right to Arbitration**

Notwithstanding anything to the contrary contained in this Agreement, the City and Foundation hereby agree that no claim or dispute between the City and Foundation arising out of or relating to this Agreement shall be decided by any arbitration proceeding, including, without limitation, any proceeding under the Federal Arbitration Act (9 U.S.C. Sections 1-14), or any applicable State arbitration statute, including, but not limited to, the Texas General Arbitration Act, provided that in the event that the City is subjected to an arbitration proceeding notwithstanding this provision, Foundation consents to be joined in the arbitration proceeding if Foundation's presence is required or requested by the City of complete relief to be recorded in the arbitration proceeding.

**24. Waiver**

No waiver by either party to this Agreement of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

**25. Force Majeure**

If by reason of force majeure either party hereto shall be rendered wholly or in part unable to carry out its obligations under this Lease, then except as otherwise expressly provided in this Lease, if such party shall give notice and the full particulars of such force majeure in writing to the other party, within a reasonable time after the occurrence of such event or cause, the obligations of said party giving such notice, so far as they are affected by such force majeure, shall be suspended, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" shall mean acts of God, strikes, industrial disturbances, acts of public enemy, orders of any kind of the government of the United States or the State of Texas, riots, epidemics, hurricanes, fires, floods, civil disturbances, explosions, or other accidents or causes not reasonably within the control of the party claiming such inability.

**26. Complete Agreement**

This Agreement represents the entire and integrated agreement between the City and Foundation in regard to the subject matter hereof and supersedes all prior negotiations, representations or agreements, whether written or oral, on the subject matter hereof. This Agreement may only be amended by written instrument approved and executed by both of the parties. The City and Foundation accept and agree to these terms.

**27. No Assignment**

Foundation may not sell or assign all or part interest in the Agreement to another party or parties without the prior express written approval of the City Manager of such sale or assignment. The decision to grant such approval shall rest in the sole discretion of the City. The City may require any records or financial statements necessary in its opinion to ensure such sale or assignment will be in the best interest of the City.

**28. Headings**

The headings used in this Agreement are for general reference only and do not have special significance.

**29. Severability**

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

**30. Ambiguities**

In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

**31. Authority**

The officers executing this Agreement on behalf of the parties hereby represent that such officers have full authority to execute this Agreement and to bind the party he/she represents.

**32. Acknowledgement**

Each party expressly agrees that it has independently read and understood this Lease. By the Foundation's execution of this Lease, the Foundation acknowledges and understands that this Lease is not binding on the City until properly authorized by the City Council and executed by the City Manager or designee.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original, but all of which shall constitute but one and the same Agreement on the \_\_\_\_ day of June, 2022, the date of execution by the City Manager of the City of Baytown.

CITY OF BAYTOWN

\_\_\_\_\_  
RICHARD L. DAVIS, City Manager

ATTEST:

\_\_\_\_\_  
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
SCOTT LEMON, City Attorney

BATTLESHIP TEXAS FOUNDATION

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

STATE OF TEXAS           §  
                                     §  
COUNTY OF HARRIS     §

Before me on this day personally appeared \_\_\_\_\_, in his/her capacity as \_\_\_\_\_ of Battleship Texas Foundatio, on behalf of such company,

\_\_\_\_\_ known to me;  
\_\_\_\_\_ proved to me on the oath of \_\_\_\_\_; or  
\_\_\_\_\_ proved to me through his/her current \_\_\_\_\_  
          {description of identification card or other document issued by the federal  
          government or any state government that contains the photograph and signature of  
          the acknowledging person }

(check one)

to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN before me this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public in and for the State of Texas

EXHIBIT A  
LEASED LAND



## CITY COUNCIL MEETING

10. a.

**Meeting Date:** 07/28/2022

**Subject:** Consider an ordinance approving the Annual Mechanical Services contract between BAWA and IPS Pump Services, Inc.

**Prepared for:** Frank Simoneaux, Public Works/Engineering/BAWA

**Prepared by:** Sterling Beaver, Public Works/Engineering/BAWA

**Department:** Public Works/Engineering/BAWA

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### **Information**

#### **ITEM**

Consider an ordinance approving the Annual Mechanical Services contract between the Baytown Area Water Authority and IPS Pump Services, Inc., for maintenance and repairs at water treatment facilities.

#### **PREFACE**

This proposed ordinance approves the Annual Mechanical Services contract between the Baytown Area Water Authority and IPS Pump Services, Inc., for maintenance and repairs at water treatment plants in the amount not to exceed \$300,000.00.

The scope of this contract consists of repair/replacement of pumps, motors, and other associated mechanical equipment required in the operation of both Baytown Area Water Authority (BAWA) water treatment facilities. BAWA utilizes this contract to repair water infrastructure, where the age, material, functionality, and/or repair history warrants repair/replacement. This contract work is completed via work order authorization, and also includes on call response repairs address emergency work when needed.

Advertising for the project commenced on June 14, 2022. Three (3) bids were received and publicly opened on June 29, 2022, at 10:30 A.M., with IPS Pump Services, Inc., submitting the lowest responsible bid. Staff recommends the award of the contract to IPS Pump Services, Inc., based on staff's evaluation of all bids which were scored on the following criteria: pricing, material/parts mark up, and licensure/references.

The one (1) year annual term contract includes an option for two (2) additional renewals through mutual agreement for a total of up to three (3) terms.

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### **Fiscal Impact**

**Fiscal Year:** FY22 & FY23

**Acct Code:** 30710-74021

**Source of Funds (Operating/Capital/Bonds):** Operating

**Funds Budgeted Y/N:** Y

**Amount Needed:** \$300,000.00

**Fiscal Impact (Additional Information):**

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**Attachments**

Ordinance - Annual Mechanical Services Contract

Bid Tab

Proposers Certification

Indebtedness Certification

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AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, APPROVING THE ANNUAL MECHANICAL SERVICES CONTRACT BETWEEN THE BAYTOWN AREA WATER AUTHORITY AND IPS PUMP SERVICES, INC., FOR MAINTENANCE AND REPAIRS AT WATER TREATMENT FACILITIES; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

\*\*\*\*\*

WHEREAS, the Baytown Area Water Authority's enabling legislation requires that the City Council approve the contract before Baytown Area Water Authority ("BAWA") enters into the same; and

WHEREAS, on July 20, 2022, the Board of Directors of BAWA met and approved the Annual Mechanical Services Contract between the Baytown Area Water Authority and IPS Pump Services, Inc., for maintenance and repairs at water treatment facilities; and

WHEREAS, the City of Baytown desires to approve such Annual Mechanical Services Contract; NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the recitals set forth hereinabove are hereby found to be true and correct and are hereby adopted.

Section 2: That the City Council of the City of Baytown, Texas, hereby approves the Annual Mechanical Services Contract between the Baytown Area Water Authority and IPS Pump Services, Inc., for maintenance and repairs at water treatment facilities in an amount not to exceed THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00).

Section 3: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 28<sup>th</sup> day of July, 2022.

\_\_\_\_\_  
BRANDON CAPETILLO, Mayor

ATTEST:

\_\_\_\_\_  
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
SCOTT LEMON, City Attorney

BAWA Mechanical Services for Maintenance and Repair of Pumps at Water Plants (#8232109)

Owner: Baytown TX, City of

Solicitor: Baytown TX, City of

06/29/2022 10:30 AM CDT

				IPS Pump Services		Coastal Pump Services, Inc.		Premium Pumps & Controls	
Section	Tit	Line Item	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension
Regular Hours-only a quantity of 1 is asked for to establish cost per hour							\$255.00		\$280.00
		1	Journeyman-per hour	Hour	1	\$95.00	\$95.00	\$110.00	\$110.00
		2	Apprentice-per hour	Hour	1	\$85.00	\$85.00	\$85.00	\$85.00
		3	Laborer-per hour	Hour	1	\$75.00	\$75.00	\$85.00	\$85.00
Overtime and/or after hours-only a quantity of one is asked for to establish cost per hour							\$382.50		\$420.00
		4	Journeyman, overtime and/or after hours-per hour	Hour	1	\$142.50	\$142.50	\$165.00	\$165.00
		5	Apprentice, overtime and/or after hours-per hour	Hour	1	\$127.50	\$127.50	\$127.50	\$127.50
		6	Laborer, overtime and/or after hours-per hour	Hour	1	\$112.50	\$112.50	\$127.50	\$127.50
Holiday rate-only a quantity of one is asked for to establish cost per hour							\$510.00		\$560.00
		7	Journeyman, holiday-per hour	Hour	1	\$190.00	\$190.00	\$220.00	\$220.00
		8	Apprentice, holiday-per hour	Hour	1	\$170.00	\$170.00	\$170.00	\$170.00
		9	Laborer, holiday-per hour	Hour	1	\$150.00	\$150.00	\$170.00	\$170.00
Base Bid Total:							\$1,147.50		\$1,260.00

## PROPOSER'S CERTIFICATION

Section 2252.002 of the Texas Government Code provides as follows:

A governmental entity may not award a governmental contract to a nonresident proposer unless the nonresident underbids the lowest proposal submitted by a responsible resident proposer by an amount that is not less than the amount by which a resident proposer would be required to underbid the nonresident proposer to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

In providing the certification below, please make note of the following definitions:

"Governmental contract" means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment.

"Nonresident proposer" refers to a person who is not a resident.

"Resident proposer" refers to a person whose principal place of business is in this state, including a proposer whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that \_\_\_\_\_ is a resident proposer as defined hereinabove. (Company Name)

Signature:

\_\_\_\_\_

Print Name:

\_\_\_\_\_

I certify that \_\_\_\_\_ is a nonresident proposer as defined hereinabove and our principal place of business is \_\_\_\_\_ (Company Name)

Signature:

\_\_\_\_\_

Print Name:

\_\_\_\_\_

**CITY OF BAYTOWN, TEXAS**  
**INDEBTEDNESS CERTIFICATION**

**Project Name:** Annual Mechanical Services contract to IPS Pump Services, Inc

**Company Name:** IPS Pump Services, Inc

**Department:** Wastewater Treatment Plants

**Date:** 07/18/2022

**Council Date:** 07/28/2022

A review of the above-described company was made in accordance with 2-663 of the City of Baytown Code of Ordinances and the aforementioned company was found:

☐ to be indebted to the City in the following areas:

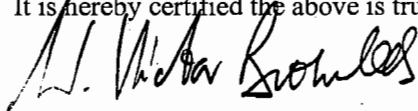
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☒ not to be indebted to the City.

It is hereby certified the above is true and correct based on the best information available.



Director of Finance

07/18/2022

Date

For information regarding this certificate, please contact the Finance Director at 281-420-6531.

If an appeal to this determination is to be filed under section 2-664 of this code, please forward to the following address:

City of Baytown  
Director of Finance  
P O Box 424  
Baytown, TX 77522-0424



## **CITY COUNCIL MEETING**

**10. b.**

**Meeting Date:** 07/28/2022

**Subject:** Consider an ordinance approving Change Order No.2 between BAWA and LEM Construction Company, Inc., for BAWA's Fritz Lanham Water Treatment Plant Filter Air Scour Improvements Project

**Prepared for:** Andrea Brinkley, Public Works/Engineering/BAWA, C.I.P

**Prepared by:** Enrique Villa, Public Works/Engineering/BAWA

**Department:** Public Works/Engineering/BAWA

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### **Information**

#### **ITEM**

Consider an ordinance approving Change Order No.2 between the Baytown Area Water Authority and LEM Construction Company, Inc., for the Baytown Area Water Authority's Fritz Lanham Water Treatment Plant Filter Air Scour Improvements Project.

#### **PREFACE**

The Baytown Area Water Authority ("BAWA") and the City of Baytown (the "City") approved the construction contract with LEM Construction Company, Inc., for the Baytown Area Water Authority's Fritz Lanham Water Treatment Plant Filter Air Scour Improvements Project (the "Project") in December 2021. The project construction is underway and is on schedule.

Staff has been working to evaluate certain areas of the Fritz Lanham Water Treatment Plant that were affected by Winter Storm Uri in February 2021. In April 2022, the Board approved the purchase of four (4) 30-inch Pratt butterfly valves from the Scruggs Company. The valves are ready for installation. This work will ensure the future function of the existing ground storage tanks.

This project has one previous change order that was approved administratively which included changing manufacturer of valves to the filter basins, and a change from double walled piping to single wall piping for the air header above the water line. This was a nominal change to the project and no costs were increased.

The items that are a part of Change Order No. 2, are for the amount of \$559,281.58. The work is described below:

- Replacement of four (4) 30-inch butterfly valves on Tank A and Tank B at the BAWA Fritz Lanham Plant

This change order includes the sequenced work to isolate each tank, keeping two in service at all times, replacement of the valves and return the tanks to full service. The duration of the work is 90 calendar days which will be added to the total contract duration.

This change order was approved at the Baytown Area Water Authority meeting held on July 20, 2022.

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**Fiscal Impact**

**Fiscal Year:** 2021  
**Acct Code:** 51804-85001-BAWA1901-85001  
**Source of Funds (Operating/Capital/Bonds):** CIP  
**Funds Budgeted Y/N:** Y  
**Amount Needed:** \$559,281.58  
**Fiscal Impact (Additional Information):**

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**Attachments**

Ordinance - Change Order No. 2  
Exhibit A - Change Order No. 2  
Indebtedness Certification

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AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS,  
APPROVING CHANGE ORDER NO. 2 BETWEEN THE BAYTOWN AREA WATER  
AUTHORITY AND LEM CONSTRUCTION COMPANY, INC., FOR THE BAYTOWN  
AREA WATER AUTHORITY'S FRITZ LANHAM WATER TREATMENT PLANT  
FILTER AIR SCOUR IMPROVEMENTS PROJECT; AND PROVIDING FOR THE  
EFFECTIVE DATE THEREOF.

\*\*\*\*\*

WHEREAS, the Baytown Area Water Authority's enabling legislation requires that the City Council approve the contract before Baytown Area Water Authority ("BAWA") enters into the same; and

WHEREAS, on July 20, 2022, the Board of Directors of BAWA met and approved Change Order No. 2 between the Baytown Area Water Authority and LEM Construction Company, Inc., for BAWA's Fritz Lanham Water Treatment Plant Filter Air Scour Improvements Project; and

WHEREAS, the City of Baytown desires to approve such change order; NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the recitals set forth hereinabove are hereby found to be true and correct and are hereby adopted.

Section 2: That the City Council of the City of Baytown, Texas, hereby approves Change Order No. 2 between the Baytown Area Water Authority and LEM Construction Company, Inc., for BAWA's Fritz Lanham Water Treatment Plant Filter Air Scour Improvements Project in an amount not to exceed FIVE HUNDRED FIFTY-NINE THOUSAND TWO HUNDRED EIGHTY-ONE AND 58/100 DOLLARS (\$559,281.58).

Section 3: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 28<sup>th</sup> day of July, 2022.

\_\_\_\_\_  
BRANDON CAPETILLO, Mayor

ATTEST:

\_\_\_\_\_  
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
SCOTT LEMOND, City Attorney

# EXHIBIT "A"



## BAYTOWN AREA WATER AUTHORITY

### Change Order No. 2 Filter Scour Improvements



PO:  
Date:

2203123  
28-Jul-22

#### Brief Description of Changes:

CO 2.1 The following change order is for the replacement of four (4) 30 inch Pratt butterfly valves on Tank A (T-801) and Tank B (T-802) at the BAWA Fritz Lanham Plant location. During the February 2021 Freeze events (Storm Viola and Uri) three valves were damaged. This replacement will allow the Ground Storage Tanks to be operated as required. This change order involves the sequenced work to isolate each tank, replace the valves and return the tank to full service. The duration of the work is 90 calendar days which will be added to the total contract duration. The replacement 30 inch Pratt butterfly valves approved and purchased by staff under PO 2205186 and BAWA Board Resolution No. 2022-07.

#### Add or Delete Items:

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
CO 2.1	All work to replace four (4) 30 inch Butterfly Valve Replacement (CPR #2)	1	LS	\$ 870,500.00	\$ 870,500.00
	Allowance for dewatering for line stops	1	LS	\$ 60,000.00	\$ 60,000.00
<b>Total</b>					<b>\$ 930,500.00</b>

#### Contract Summary:

				<u>Original</u>	<u>Revised</u>
1	<b>Original Contract Price</b>			\$ 4,903,000.00	
2	<b>Owner Contingency (within contract)</b>				\$ 371,218.42
	Previous Change Orders			\$ -	
	This Change Order				\$ 559,281.58
3	<b>Change Orders</b>				
	Previous Change Orders			\$ -	
	This change order			\$ -	\$ 559,281.58
4	<b>Revised Contract Price</b>			\$ 4,903,000.00	\$ 5,462,281.58

Original Contract Duration	425
Previous Extensions	0
This Change Order	90
Revised Duration - Calendar Days	<b>515</b>

**Attached back-up documentation:** LEM Proposal dated 7-11-22, Technical Drawings, Emergency PO No. 2205186, Resolution No. 2022-07, Specifications

7-13-2022

07/13/2022

Contractor: LEM Construction Co., Inc. Date  
Micah Allison, Project Manager

Director of Public Works & Engineering Date  
Frank O. Simoneaux, Jr. P.E.

7-13-2022

Consultant: Ardurra Group Date  
Yue Sun, P.E.

City Manager Date  
Rick Davis, ICMA-CM

\*Contractor agrees to perform change(s) included in this Change Order for the price and time indicated. The prices for changes included all costs associated with this Change Order.

No payment to the Contractor (or Consultant) shall be made for work included in the change order until the Contractor's pay estimate is updated.

**Revised project plans and specifications as referenced and insofar as the original project drawings and specifications are inconsistent, this Change Order governs. Upon execution by all parties, the changes identified in this change order are considered final for the items listed, for the contract value and/or contract time shown, and are made a part of the contract.**





July 11<sup>th</sup>, 2022

Mr. Enrique Villa  
City of Baytown  
2401 Market Street  
Baytown, Texas 77520  
281-422-8281  
[enrique.villa@baytown.org](mailto:enrique.villa@baytown.org)

Subject: BAWA Water Treatment Plant Filter Air Scour Imp.  
**Proposal to Install 30" BFV's**

Dear Mr. Villa,

Attached, please find our proposal to replace four existing 30" butterfly valves. It is our understanding that the butterfly valves have already purchased and are stored at the BAWA Main Campus. LEM will transport the valves from the stored location to the project site. The line stops will be installed by our subcontractor, Rangeline. Installation of the valves and related piping work will be performed by LEM.

As detailed in the attached proposal, this work will be completed for the lump sum price of \$870,500. We are also requesting a schedule extension of 90 calendar days.

There is a contingency line item within the Schedule of Values totaling \$371,218.42. We have been instructed to utilize this amount to assist in offsetting some cost to BAWA.

30" Valve Replacement	\$870,500.00
Ground Water Allowance	\$60,000.00
Contingency	<u>(\$371,218.42)</u>
 Total Change Order	 \$559,281.58

Included in this proposal is an allowance for potential groundwater control. The above \$60,000.00 to be used as directed by BAWA in the case of the presence of excessive groundwater

Please call me with any questions.

Sincerely,

Micah Allison  
Vice President-LEM Construction Co., Inc

BID/PROPOSAL FORM

TABLE 00300-1 PROPOSAL FORM

		Quantity	Unit	Description	Spec Reference <sup>1</sup>	Unit Price	Total Amount
Base Bid							
1	Base Bid	1	Lump Sum	Mobilization and Preparatory Work (This item shall not exceed more than three (3) percent of the Total Bid amount)	01505	<u>\$25,000</u>	<u>\$25,000</u>
2	Base Bid	1	Lump Sum	Texas Pollutant Discharge Elimination System (TPDES)/Stormwater Pollution Prevention Plan (SWPPP)	01565	<u>\$7,500</u>	<u>\$7,500</u>
3	Base Bid	1	Lump Sum	Trench and Excavation Safety	01570	<u>\$5,000</u>	<u>\$5,000</u>
4	Base Bid	1	Lump Sum	NOT USED	---	---	---
5	Base Bid	4	Each	Install owner-provided 30" Butterfly Valves	15110 15112	<u>\$1,500</u>	<u>\$6,000</u>
6	Base Bid	1	Lump Sum	48" Linestop "LS-C" with Bypass Outlet	02551	<u>\$217,000</u>	<u>\$217,000</u>
7	Base Bid	1	Lump Sum	30" Linestop "LS-D" with 24" Valved Bypass Outlet	02551	<u>\$205,000</u>	<u>\$205,000</u>
8	Base Bid	1	Lump Sum	Temporary 30" (or larger) Bypass Piping	02553	<u>\$120,000</u>	<u>\$120,000</u>
9	Base Bid	1	Lump Sum	48" Linestop "LS-E"	02551	<u>\$210,000</u>	<u>\$210,000</u>

		Quantity	Unit	Description	Spec Reference <sup>1</sup>	Unit Price	Total Amount
10	Base Bid	4	Each	30" Tank Piping Removal and Reinstallation	01757 15052 15121 15249	<u>\$15,000</u>	<u>\$60,000</u>
11	Base Bid	1	Lump Sum	Protective Coatings	09960	<u>\$15,000</u>	<u>\$15,000</u>
						TOTAL BASE BID (Items 1-11):	<u>\$870,500</u>
4A	Contingency Item	1	Lump Sum	Ground Water Allowance and Surface Water Control (The Work associated with this bid item may or may not be authorized and paid by the Owner)	01564	<u>\$60,000</u>	<u>\$60,000</u>
12	Additive Item	1	Lump Sum	48" Linestop if Valve F does not function	02551	<u>\$210,000</u>	<u>\$210,000</u>
13	Additive Item	1	Lump Sum	30" Linestop if Valve A does not function	02551	<u>\$205,000</u>	<u>\$205,000</u>

Notes:

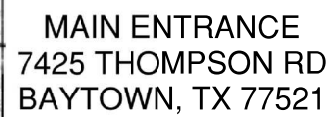
1. The Specification section referenced address a portion of the Work but not necessarily all of the Work. Additional requirements may be specified throughout the Contract Documents.
2. Bidder acknowledges that: (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

END OF SECTION

**Valve Replacement Project  
Fritz Lanham Surface Water Treatment Plant**

**Appendix 1**

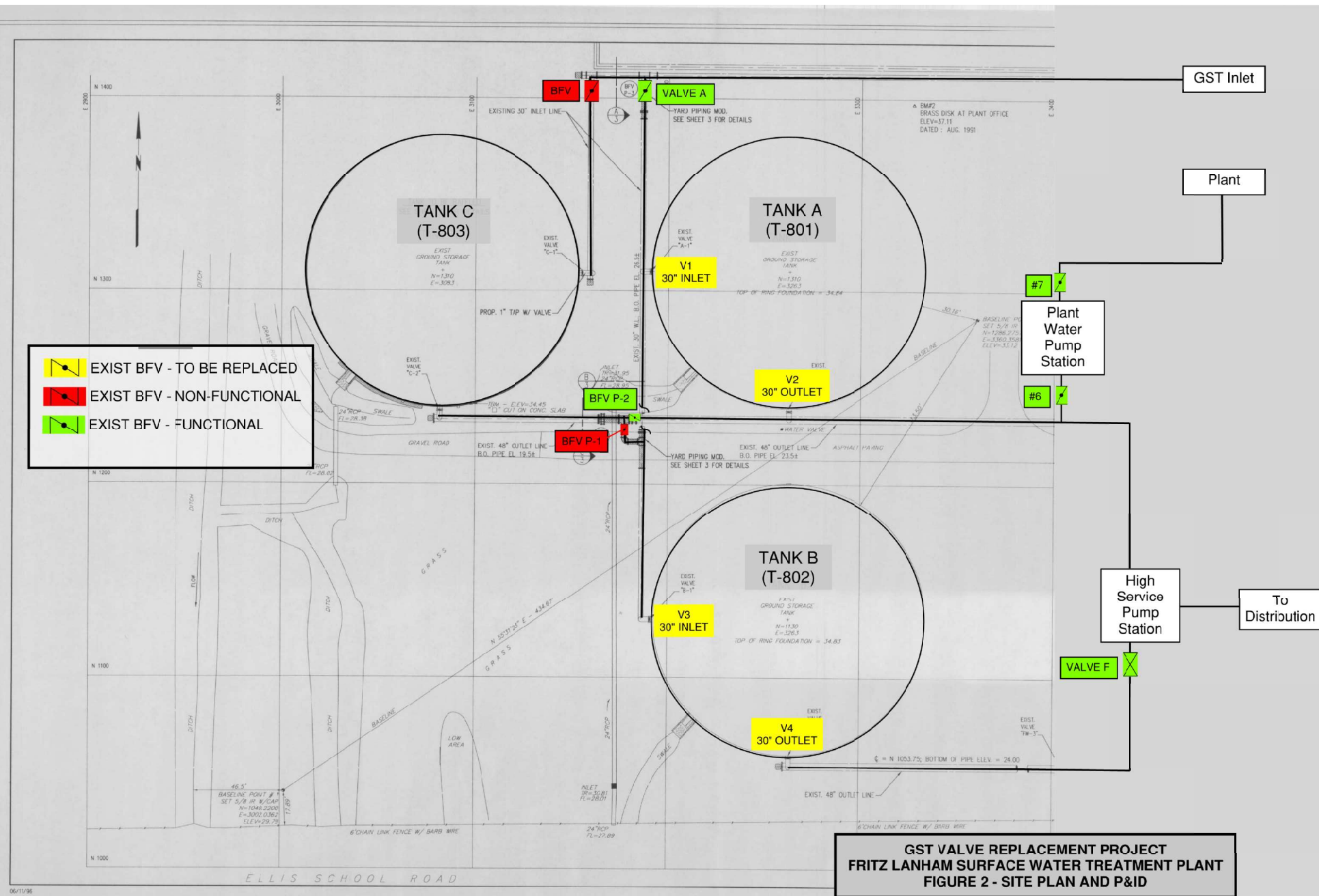
**Figures 1 - 6**



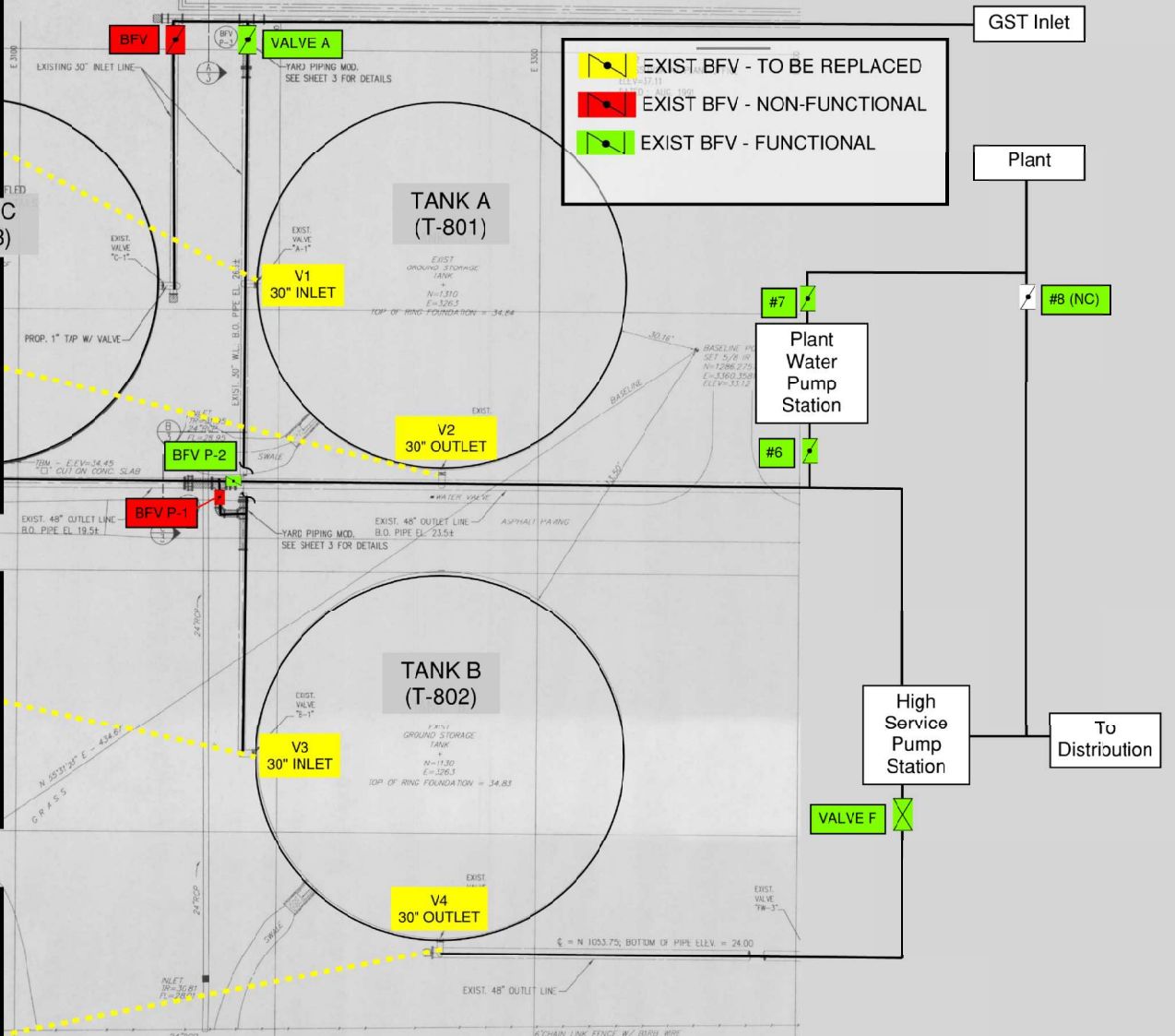
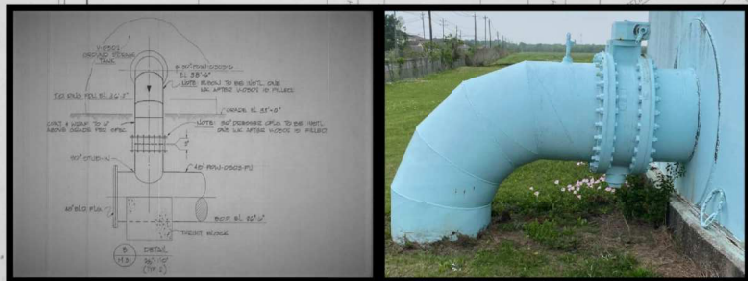
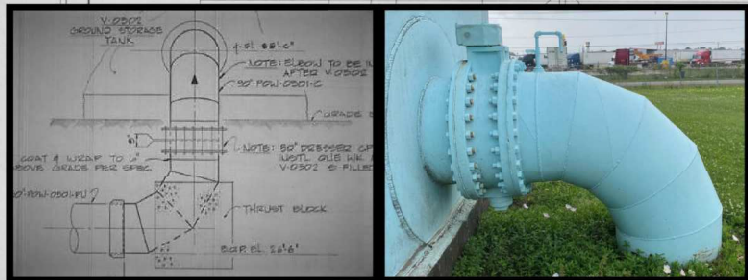
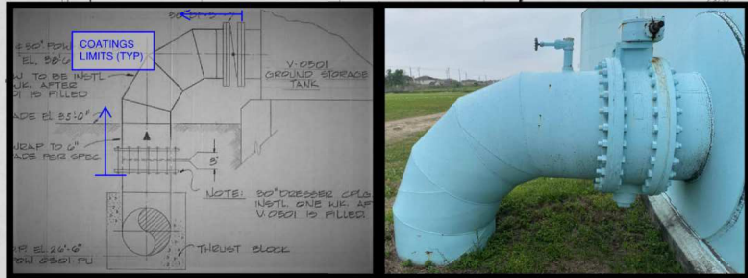
**GST VALVE REPLACEMENT PROJECT  
FRITZ LANHAM SURFACE WATER TREATMENT PLANT  
FIGURE 1 - OVERALL SITE PLAN**

<div style="border: 1px solid black; width: 100%; height: 100%;"></div>		1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100
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<div style="border: 1px solid black; padding: 5px;">         DRAWING NO. _____       </div>		
<div style="border: 1px solid black; padding: 5px;">         SHEET NO. _____       </div>		<div style="border: 1px solid black; padding: 5px;">         REV. _____       </div>

PROJECT No. 4603-BAWA





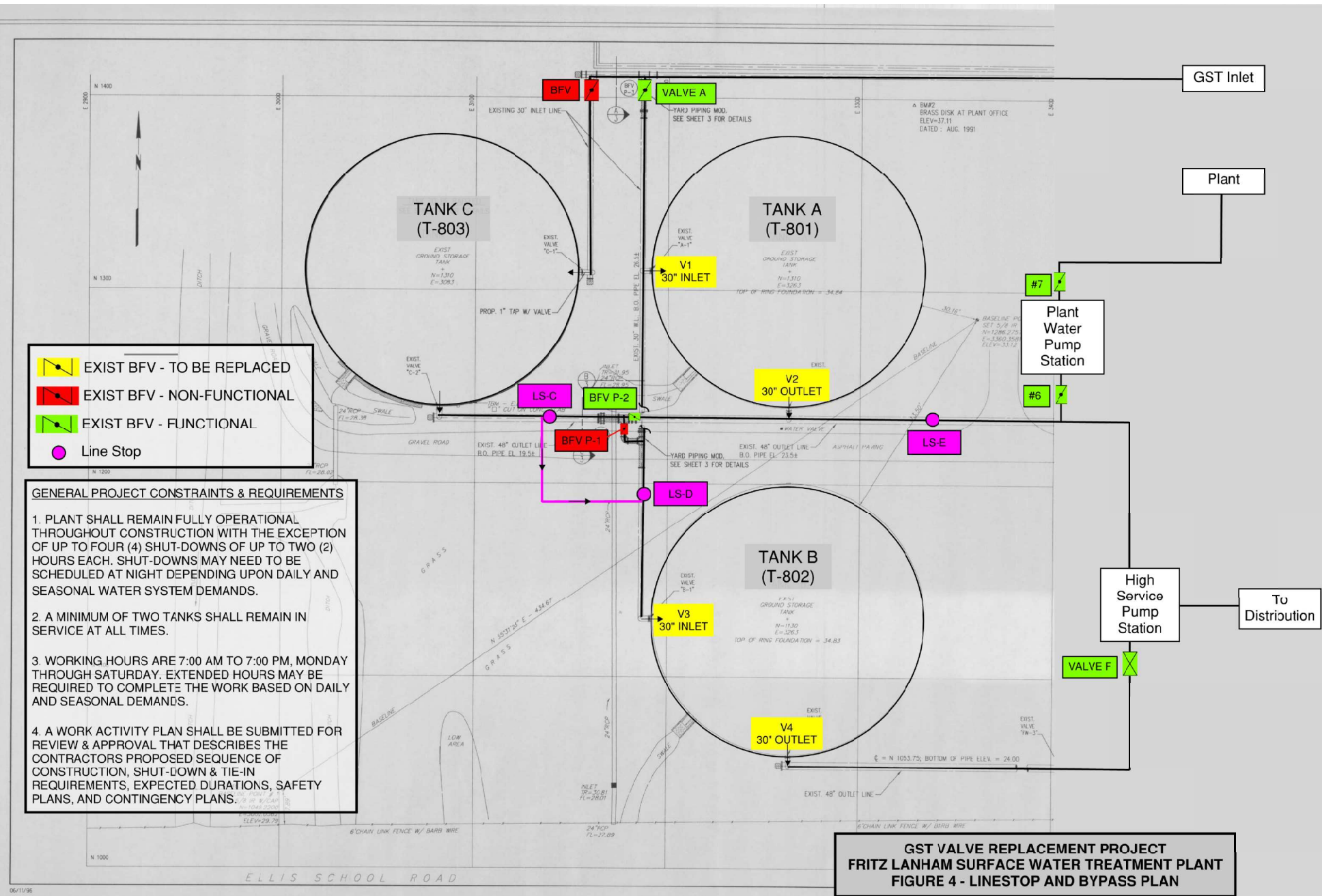


**GST VALVE REPLACEMENT PROJECT  
FRITZ LANHAM SURFACE WATER TREATMENT PLANT  
FIGURE 3 - PIPING DETAILS**

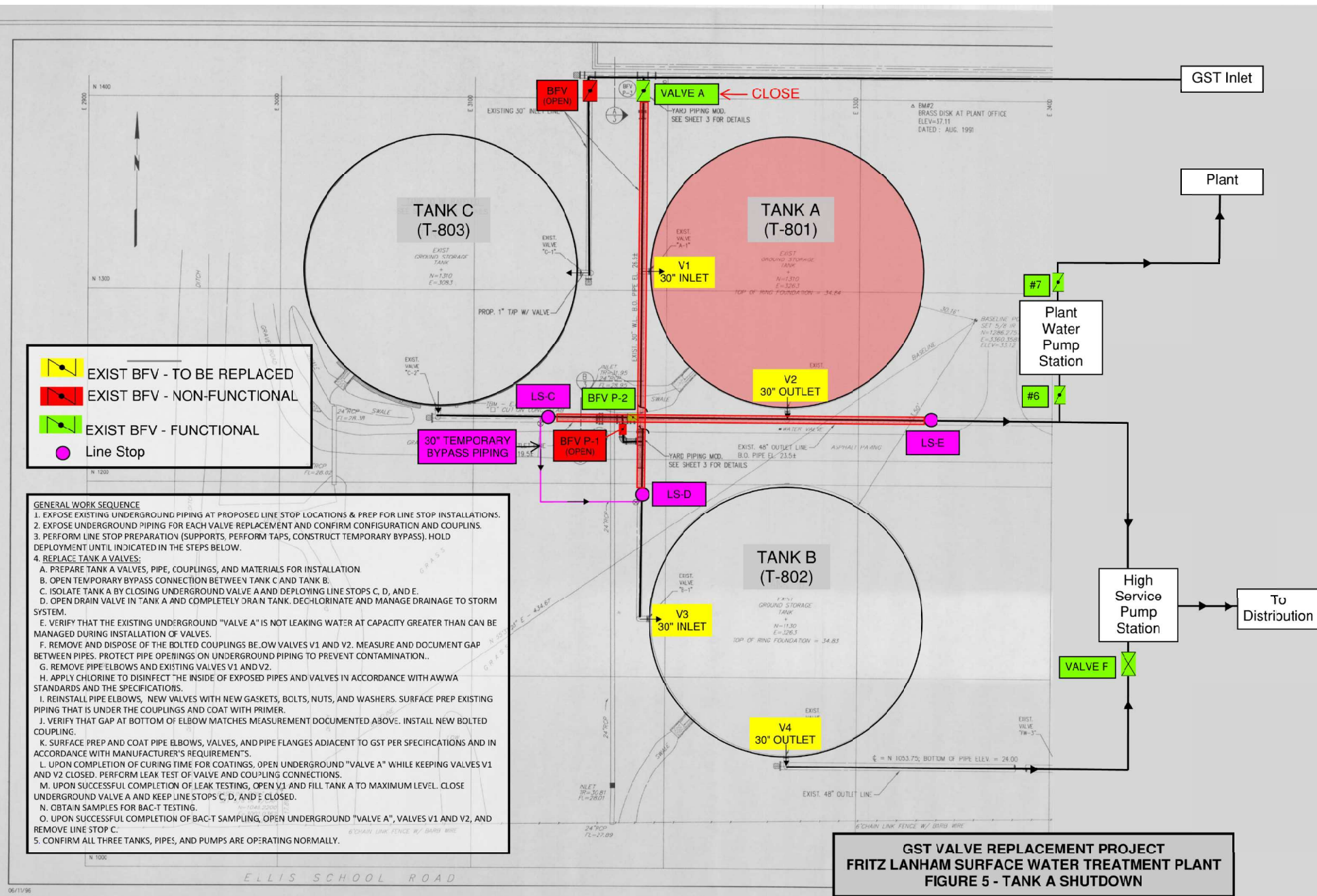
-  EXIST BFV - TO BE REPLACED
-  EXIST BFV - NON-FUNCTIONAL
-  EXIST BFV - FUNCTIONAL
-  Line Stop

#### GENERAL PROJECT CONSTRAINTS & REQUIREMENTS

1. PLANT SHALL REMAIN FULLY OPERATIONAL THROUGHOUT CONSTRUCTION WITH THE EXCEPTION OF UP TO FOUR (4) SHUT-DOWNS OF UP TO TWO (2) HOURS EACH. SHUT-DOWNS MAY NEED TO BE SCHEDULED AT NIGHT DEPENDING UPON DAILY AND SEASONAL WATER SYSTEM DEMANDS.
2. A MINIMUM OF TWO TANKS SHALL REMAIN IN SERVICE AT ALL TIMES.
3. WORKING HOURS ARE 7:00 AM TO 7:00 PM, MONDAY THROUGH SATURDAY. EXTENDED HOURS MAY BE REQUIRED TO COMPLETE THE WORK BASED ON DAILY AND SEASONAL DEMANDS.
4. A WORK ACTIVITY PLAN SHALL BE SUBMITTED FOR REVIEW & APPROVAL THAT DESCRIBES THE CONTRACTORS PROPOSED SEQUENCE OF CONSTRUCTION, SHUT-DOWN & TIE-IN REQUIREMENTS, EXPECTED DURATIONS, SAFETY PLANS, AND CONTINGENCY PLANS.

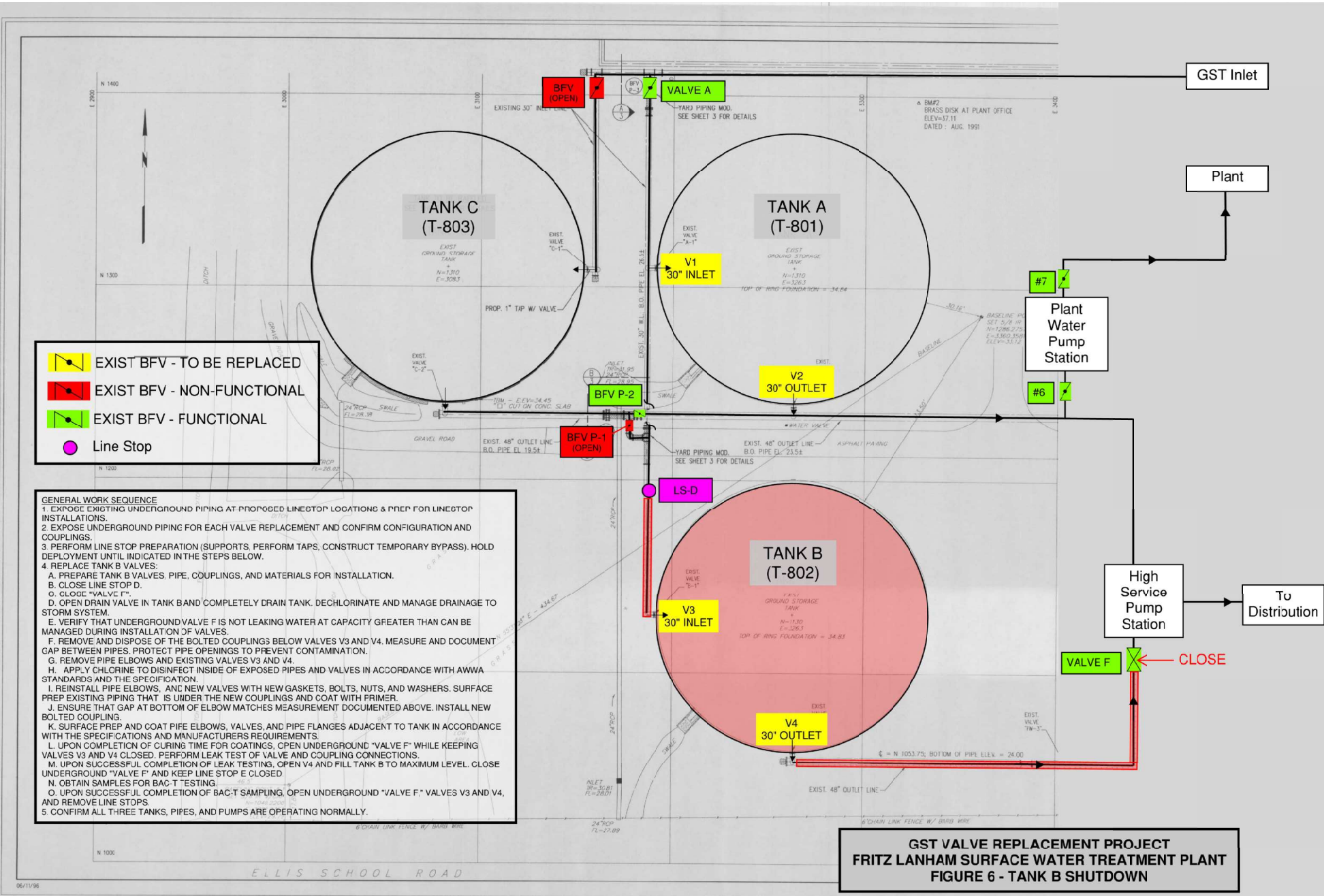




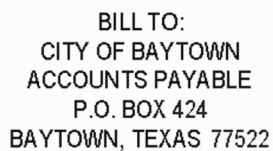


 EXIST BFV - TO BE REPLACED  
 EXIST BFV - NON-FUNCTIONAL  
 EXIST BFV - FUNCTIONAL  
 Line Stop

- GENERAL WORK SEQUENCE**
1. EXPOSE EXISTING UNDERGROUND PIPING AT PROPOSED LINESTOP LOCATIONS & PREP FOR LINESTOP INSTALLATIONS.
  2. EXPOSE UNDERGROUND PIPING FOR EACH VALVE REPLACEMENT AND CONFIRM CONFIGURATION AND COUPLINGS.
  3. PERFORM LINE STOP PREPARATION (SUPPORTS, PERFORM TAPS, CONSTRUCT TEMPORARY BYPASS), HOLD DEPLOYMENT UNTIL INDICATED IN THE STEPS BELOW.
  4. REPLACE TANK B VALVES:
    - A. PREPARE TANK B VALVES, PIPE, COUPLINGS, AND MATERIALS FOR INSTALLATION.
    - B. CLOSE LINE STOP D.
    - C. CLOSE "VALVE F".
    - D. OPEN DRAIN VALVE IN TANK BAND COMPLETELY DRAIN TANK. DECHLORINATE AND MANAGE DRAINAGE TO STORM SYSTEM.
    - E. VERIFY THAT UNDERGROUND VALVE F IS NOT LEAKING WATER AT CAPACITY GREATER THAN CAN BE MANAGED DURING INSTALLATION OF VALVES.
    - F. REMOVE AND DISPOSE OF THE BOLTED COUPLINGS BELOW VALVES V3 AND V4. MEASURE AND DOCUMENT GAP BETWEEN PIPES, PROTECT PIPE OPENINGS TO PREVENT CONTAMINATION.
    - G. REMOVE PIPE ELBOWS AND EXISTING VALVES V3 AND V4.
    - H. APPLY CHLORINE TO DISINFECT INSIDE OF EXPOSED PIPES AND VALVES IN ACCORDANCE WITH AWWA STANDARDS AND THE SPECIFICATION.
    - I. REINSTALL PIPE ELBOWS, AND NEW VALVES WITH NEW GASKETS, BOLTS, NUTS, AND WASHERS. SURFACE PREP EXISTING PIPING THAT IS UNDER THE NEW COUPLINGS AND COAT WITH PRIMER.
    - J. ENSURE THAT GAP AT BOTTOM OF ELBOW MATCHES MEASUREMENT DOCUMENTED ABOVE. INSTALL NEW BOLTED COUPLING.
    - K. SURFACE PREP AND COAT PIPE ELBOWS, VALVES, AND PIPE FLANGES ADJACENT TO TANK IN ACCORDANCE WITH THE SPECIFICATIONS AND MANUFACTURERS REQUIREMENTS.
    - L. UPON COMPLETION OF CURING TIME FOR COATINGS, OPEN UNDERGROUND "VALVE F" WHILE KEEPING VALVES V3 AND V4 CLOSED. PERFORM LEAK TEST OF VALVE AND COUPLING CONNECTIONS.
    - M. UPON SUCCESSFUL COMPLETION OF LEAK TESTING, OPEN V4 AND FILL TANK B TO MAXIMUM LEVEL. CLOSE UNDERGROUND "VALVE F" AND KEEP LINE STOP E CLOSED.
    - N. OBTAIN SAMPLES FOR BAC-T TESTING.
    - O. UPON SUCCESSFUL COMPLETION OF BAC-T SAMPLING, OPEN UNDERGROUND "VALVE F" VALVES V3 AND V4, AND REMOVE LINE STOPS.
  5. CONFIRM ALL THREE TANKS, PIPES, AND PUMPS ARE OPERATING NORMALLY.



**GST VALVE REPLACEMENT PROJECT  
FRITZ LANHAM SURFACE WATER TREATMENT PLANT  
FIGURE 6 - TANK B SHUTDOWN**



PAGE NO. 1

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O

BAYTOWN AREA WATER AUTHORITY  
7425 THOMPSON ROAD  
BAYTOWN, TEXAS 77521  
  
ATTN: MICHAEL GAY

**APPROVED BY**

DIRECTOR OF PURCHASING/AGENT



## TERMS AND CONDITIONS

1. Seller To Package Goods. Seller will package goods in accordance with good commercial practice. Goods shall be clearly marked to provide: Seller's name, consignee's name and address, the purchase order number, and indicate the box containing the packaging slip. Seller shall bear cost of packaging.
2. All quotations are F.O.B. destination, unless specified otherwise in the body of the purchase order.
3. Title and Risk of Loss. The title and risk of loss of goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point of delivery.
4. Place of Delivery. The place of delivery shall be that set forth in the block of the purchase order. Delivery shall be made during normal work hours only, 8 a.m. to 3 p.m., unless prior approval for late deliveries has been obtained.
5. Delivery Time. Seller is required to place material in receiving agency's designated location in the number of days indicated on the purchase order. Absence of delivery time obligates the Seller to complete delivery in 14 calendar days. Consistent failure to meet delivery promises without valid reasons may be cause for removal from bid list.
6. Invoices and Payment.
  - a. Seller shall submit separate invoices, in duplicate, on each purchase order.
  - b. Invoices shall indicate the purchase order number on them. Invoices shall be itemized.
  - c. Mail invoices to: City of Baytown, Accounts Payable Division, P.O. Box 424, Baytown, Texas 77522.
  - d. Payment shall not be due until thirty days after receipt of invoice or goods or service whichever is later. Suppliers shall keep the Accounts Payable Division advised of any changes in your remittance address.
  - e. Do not include Federal Excise, State and City Sales Tax. City shall furnish a tax exemption certificate upon request.
7. Warranty-Product. Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to specifications and descriptions listed. Contractor agrees to protect the City from claims involving infringement of patents and copyrights.
8. Right of Inspection. All deliveries shall be accepted subject to inspection, count and/or testing. A waiver on one occasion does not constitute a waiver on future occasions.
9. Cancellation. Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law.
10. Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, riots, landslides, lightning, earthquakes, fires, hurricanes, floods, restraint of government and people, civil disturbances, and explosions. If vendor is faced with a Force Majeure, Buyer requires written notice within ten (10) days of the conditions involved. The City reserves the right to cancel this contract if the Force Majeure delays delivery of the required goods for more than 30 calendar days.
11. Assignment-Delegation. No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
12. Modifications. This contract can be modified or rescinded only by writing signed by both of the parties.
13. Applicable Law. This agreement shall be governed by the Uniform Commercial Code as adopted in the State of Texas as effective and in force at the time of this agreement.
14. Right to Assurances. Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of this intent to perform in the event that a demand is made and no assurance is given within ten (10) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
15. All items bid shall be new, in first class condition and manufacturers latest model and design including containers suitable for shipment and storage, unless otherwise indicated in bid invitation. Verbal agreements to the contrary are void.
16. NO substitutions or cancellation permitted without written approval of the City of Baytown.

RESOLUTION NO. 2022-07

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BAYTOWN AREA WATER AUTHORITY DECLARING AN EMERGENCY; AUTHORIZING PAYMENT BY THE BAYTOWN AREA WATER AUTHORITY IN THE AMOUNT OF SEVENTY THOUSAND EIGHT HUNDRED EIGHTY-FOUR AND NO/100 DOLLARS (\$70,884.00) TO THE SCRUGGS COMPANY FOR THE PURCHASE OF FOUR (4) 30-INCH BUTTERFLY VALVES ASSOCIATED WITH TWO (2) BAWA GROUND STORAGE TANKS; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

\*\*\*\*\*

WHEREAS, Baytown Area Water Authority ("BAWA") staff has determined that four (4) valves associated with two (2) BAWA ground storage tanks are non-operational and in need of replacement; and

WHEREAS, due to long lead times and availability issues, BAWA is electing to purchase the valves and subsequently hire a contractor for installation; and

WHEREAS, the risks associated with the non-operational valves makes the purchase of the replacement valves critical and necessary to preserve or protect the public health or safety of the citizens; and

WHEREAS, to preserve the health, safety and well-being of BAWA's customers, immediate purchase of replacement valves is necessary; NOW THEREFORE,

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE BAYTOWN AREA WATER AUTHORITY:

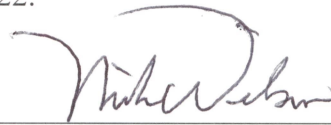
Section 1: That the Board of Directors of the Baytown Area Water Authority hereby finds that the recitals contained hereinabove are true and correct and are the findings of the Board of Directors of the Baytown Area Water Authority. As such, the Board of Directors of the Baytown Area Water Authority hereby declares an emergency exists because of an imminent threat to public health and safety.

Section 2: That subject to the approval of the City Council of the City of Baytown, Texas, of the authorization referenced in Section 1 hereof, the Board of Directors of the Baytown Area Water Authority hereby authorizes payment in the amount of SEVENTY THOUSAND EIGHT HUNDRED EIGHTY-FOUR AND NO/100 DOLLARS (\$70,884.00) to The Scruggs Company for the purchase of four (4) 30-inch butterfly valves associated with two (2) BAWA ground storage tanks.

Section 3: That the General Manager is hereby granted general authority to approve any change order involving a decrease or an increase in costs of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) or less, subject to the provision that the original contract price may not be increased by more than twenty-five percent (25%) or decreased by more than twenty-five percent (25%) without the consent of the contractor to such decrease.

Section 4: This resolution shall take effect immediately from and after its passage by the Board of Directors of the Baytown Area Water Authority.

INTRODUCED, READ and PASSED by the affirmative vote of the Board of Directors of the Baytown Area Water Authority this the 20<sup>th</sup> day of April, 2022.



MIKE WILSON, Vice President

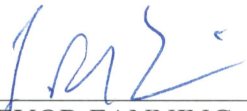
ATTEST:



~~ANGELA JACKSON, Assistant Secretary~~

Raquel Martinez, Deputy Assistant Secretary

APPROVED AS TO FORM:



TREVOR FANNING, Interim General Counsel



**CITY OF BAYTOWN  
BAYTOWN, TEXAS**

**GST VALVE REPLACEMENT PROJECT  
FRITZ LANHAM SURFACE WATER TREATMENT PLANT**

**CLIENT PROJECT NO. BAWA2104**

**TECHNICAL SPECIFICATIONS**

**VOLUME 1 OF 1**

**JULY 2022**

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Date: 2022.07.13 10:02:28 -05'00'



		Quantity	Unit	Description	Spec Reference <sup>1</sup>	Unit Price	Total Amount
Base Bid							
1	Base Bid	1	Lump Sum	Mobilization and Preparatory Work (This item shall not exceed more than three (3) percent of the Total Bid amount)	01505		
2	Base Bid	1	Lump Sum	Texas Pollutant Discharge Elimination System (TPDES)/Stormwater Pollution Prevention Plan (SWPPP)	01565		
3	Base Bid	1	Lump Sum	Trench and Excavation Safety	01570		
4	Base Bid	1	Lump Sum	NOT USED	---	---	---
5	Base Bid	4	Each	Install owner-provided 30" Butterfly Valves	15110 15112		
6	Base Bid	1	Lump Sum	48" Linestop "LS-C" with Bypass Outlet	02551		
7	Base Bid	1	Lump Sum	30" Linestop "LS-D" with 24" Valved Bypass Outlet	02551		
8	Base Bid	1	Lump Sum	Temporary 30" (or larger) Bypass Piping	02553		
9	Base Bid	1	Lump Sum	48" Linestop "LS-E"	02551		
10	Base Bid	4	Each	30" Tank Piping Removal and Reinstallation	01757 15052 15121 15249		



		Quantity	Unit	Description	Spec Reference <sup>1</sup>	Unit Price	Total Amount
11	Base Bid	1	Lump Sum	Protective Coatings	09960		
						TOTAL BASE BID (Items 1-11):	
4A	Contingency Item	1	Lump Sum	Ground Water Allowance and Surface Water Control (The Work associated with this bid item may or may not be authorized and paid by the Owner)	01564		
12	Additive Item	1	Lump Sum	48" Linestop if Valve F does not function	02551		
13	Additive Item	1	Lump Sum	30" Linestop if Valve A does not function	02551		

Notes:

1. The Specification section referenced address a portion of the Work but not necessarily all of the Work. Additional requirements may be specified throughout the Contract Documents.
2. Bidder acknowledges that: (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

END OF SECTION

## **SECTION 01110**

### **SUMMARY OF WORK**

#### **PART 1 GENERAL**

##### **1.01 SUMMARY**

- A. Section includes: General summary of the Work.

##### **1.02 THE WORK**

- A. The Work described herein applies to a specific Change Order to replace four butterfly valves, only. All existing Contract Documents are still in effect and the requirements described herein are intended to supplement the existing contract documents. Contractor shall immediately notify the Engineer if a conflict exists.
- B. The Work consists of construction of the replacement of four existing above-ground 30" butterfly valves with new Owner-supplied valves, and appurtenance work, including, installation and deployment of linestops to isolate the work area, temporary bypass piping, disinfection, removal and repairs to existing piping and couplings, and coatings.

##### **1.03 LOCATION OF PROJECT**

- A. The Work is located at the Fritz Lanham Water Treatment Plant, 7425 Thompson Road, Baytown, Texas 77521.

##### **1.04 OWNER FURNISHED EQUIPMENT**

- A. Owner will furnish:
1. Four (4) 30" butterfly valves, as specified in Section 15112 – Butterfly Valves.
- B. Owner will:
1. Arrange for and deliver necessary shop drawings and product data to Contractor.
  2. Deliver supplier's bill of materials to Contractor.
  3. Inspect deliveries jointly with Contractor.
  4. Submit claims for transportation damage.
  5. Arrange for replacement of damaged, defective, or missing items.
  6. Arrange for manufacturer's warranties, bonds, service, and inspections.
- C. Contractor's responsibility for Owner-furnished products:
1. Pick up valves at the BAWA storage location and deliver valves to the project site.
  2. Reviewing shop drawings and product data.
  3. Submitting notification of discrepancies or anticipated problems.
  4. Receiving and unloading products at site.

5. Promptly inspecting products jointly with Owner and recording shortages, and damaged or defective items.
  6. Handling products at site, including uncrating and storage.
  7. Protecting products from damage.
  8. Installing, including assembly, connections, adjustments, and commissioning in accordance with Contract Documents.
  9. Obtaining a Certificate of Proper Installation from the manufacturer for all four valves.
  10. Providing operating oils, lubricants, and incidental materials required for complete installation.
  11. Repairing or replacing items damaged after receipt until date of Substantial Completion of the Work by Owner.
- D. When Owner fails to deliver products in accordance with accepted Construction Schedule, adjustments will be made to Contract Times as stipulated in General Conditions.

#### **1.05 ACTIVITIES BY OTHERS**

- A. Activities by others which may affect performance of work include:
1. The Work will take place at a functioning water treatment plant. The Owner's employees and plant operators will be performing their typical daily activities within the Work vicinity.

#### **PART 2 PRODUCTS**

Not Used.

#### **PART 3 EXECUTION**

Not Used.

END OF SECTION

## **SECTION 01140**

### **WORK RESTRICTIONS**

#### **PART 1 GENERAL**

##### **1.01 SUMMARY**

- A. Section includes: Requirements for scheduling the Work affected by existing site and facility, work restrictions, and coordination between construction operations and plant operations.

##### **1.02 GENERAL CONSTRAINTS ON WORK AND SCHEDULING OF WORK**

- A. Plant access for Contractor will be provided at the main entrance gate to the Fritz Lanham Water Treatment Plant, 7425 Thompson Road, Baytown, Texas, 77521.
- B. Water projects:
  - 1. The Fritz Lanham Water Treatment Plant is the Owner's primary source of drinking water.
  - 2. Conduct Work such that the Owner's ability to meet its customer's demands for treated drinking water shall not be impaired or reduced in terms of the required quantity or quality of treated water. Do not impair the operational capabilities of essential elements of the treatment process or reduce treatment capacity below levels sufficient to meet demands for water throughout the contract time. The quantities of and quality of treated water required are described in this Section.
  - 3. Conduct commissioning activities as specified, in a manner that will not impair capabilities of essential elements of the treatment process or reduce treatment capacity below levels sufficient to meet demands for water throughout the contract time. The quantities of and quality of treated water required are described in this Section.
  - 4. The status of the treatment plant shall be defined as "operational" when the plant is capable of meeting the Owner's customer's demands for treated drinking water in terms of the required quantity or quality of treated water as defined in this Section.

##### **1.03 SHUTDOWN AND CONSTRUCTION CONSTRAINTS**

- A. General shutdown constraints:
  - 1. Execute the Work while the existing facility is in operation.
  - 2. The majority of activities shall be accomplished without a shutdown through the use of temporary isolation plugs and temporary bypass piping.
  - 3. Apply to activities of construction regardless of process or work area.
  - 4. Activities that disrupt plant or utilities operations must comply with these shutdown constraints.
  - 5. Organize work to be completed in a minimum number of shutdowns.
  - 6. Provide thorough advanced planning, including having required equipment, materials, and labor on hand at time of shutdown.

7. Where required to minimize treatment process interruptions while complying with specified constraints, provide temporary piping, power, lighting, and safety devices.
  8. Final determination of the permitting of shutdowns will be the sole judgment of the Owner.
  9. Owner maintains the ability to abort on the day of the scheduled shutdown.
- B. General maximum plant flow work limitations:
1. Activities that disrupt plant operations are prohibited during the following flow conditions, unless otherwise approved in writing by the Owner and Engineer.
    - a. Flow condition: greater than 18 mgd (12,500 gpm).
  2. At a minimum, the following facilities must be in service in order to proceed with a scheduled shutdown.
    - a. At least two of the three tanks shall remain in operation throughout construction, except during scheduled shutdowns.
    - b. A temporary bypass shall be constructed as shown on the Drawings.
- C. Shutdown activities:
1. Scheduling:
    - a. Perform between the hours of 7 p.m. and 7 a.m. or as approved by Owner.
    - b. Up to four (4) shutdowns for a duration of no greater than two (2) hours each will be allowed. Shutdowns shall be requested in writing at least 48 hours in advance. If approved, Contractor will be notified in writing at least 24 hours in advance.
    - c. Unplanned shutdowns due to emergencies are not defined in this Section.

#### **1.04 COMPLIANCE WITH DRINKING WATER PERMIT**

- A. The existing facility is operating under the terms of a Drinking Water permit issued by the Texas Commission on Environmental Quality. This permit specifies the water quality limits that the plant must meet prior to discharge of finished water. A copy of the existing permit is on file for review at the office of the Owner.
- B. Perform work in a manner that will not prevent the existing facility from achieving the finished water quality requirements established by regulations.
- C. Bear the cost of penalties imposed on the Owner for water quality violations caused by actions of the Contractor.
- D. Bear the costs for exceeding the drinking water standards of \$10,000 per day for each day of the occurrence and each subsequent day of a boil water notice.

#### **1.05 OPERATIONS AND MAINTENANCE ACCESS**

- A. Provide safe, continuous access to process control equipment for plant operations personnel.

**1.06 UTILITIES**

- A. Provide advance notice to and utilize services of Texas811 for location and marking of underground utilities operated by utility agencies other than the Owner.
- B. For location and marking of utilities owned by the City of Baytown, call the City Utilities Department at 281-420-5300.

**PART 2 PRODUCTS**

Not Used.

**PART 3 EXECUTION**

Not Used.

END OF SECTION

**SECTION 01220**

**MEASUREMENT AND PAYMENT**

**PART 1 GENERAL**

**1.01 SUMMARY**

- A. Section includes: Procedures for measurement and payment of Work under this Contract for lump sum items and unit prices.

**1.02 REFERENCES**

- A. Occupational Safety and Health Administration (OSHA).

**1.03 DESCRIPTION OF BID ITEMS**

- A. Item 1: Mobilization and Preparatory Work:
  - 1. Description: The price bid for this item shall not exceed 3-percent of the total of Base Bid. The lump sum bid price shall include, but not be limited to, the cost of movement of personnel, equipment, supplies and incidentals to the project site; for the establishment of temporary facilities and services at the project site; for the securing of permits required for the work and occupancy rights to lands incidental to the work; for payment of premiums for bonds and insurance for the project; for any necessary costs of acquisition of equipment; and for any other work and operations which must be performed or costs that must be incurred incident to the initiation of work at the site, all in accordance with the contract documents.
  - 2. Bid Units: Lump Sum.
  - 3. Measurement and Payment: Progress payments for mobilization and preparatory work will be made as specified in Section 01505.
  - 4. When other contract items are adjusted, mobilization and preparatory work costs will be included in the item being adjusted and this bid item will therefore remain unchanged.
- B. Item 2: Texas Pollutant Discharge Elimination System (TPDES)/Stormwater Pollution Prevention Plan (SWPPP):
  - 1. Description: The contract price bid shall cover all work related to the required documentation to be prepared, signed, and submitted by the Contractor before conducting construction operations, in accordance with the terms and conditions of the Texas Pollutant Discharge Elimination System (TPDES) General Permit, as specified in Section 01565.
  - 2. Bid Units: Lump Sum.
  - 3. Measurement and Payment: Payment for this item will be based on the percentage of total Work completed, which generally consists of the replacement of valves, couplings, coatings, and disinfection, complete in place, all in conformance with the Contract Documents.

- C. Item 3: Trench and Excavation Safety:
1. Description: The contract price bid shall cover all work related to excavation trench and excavation safety systems, including but not limited to worker protection from the hazard of caving ground, application of protective procedures, measures and materials required for the safe and effective execution of the Work.
  2. Bid Units: Lump Sum.
  3. Measurement and Payment: Payment for this item will be based on the completed percentage of linestops, complete in place, deployed, removed, and excavations backfilled.
- D. Item 4A: CONTINGENCY ITEM – Geotechnical Boring and Ground Water and Surface Water Control:
1. Description: The Work associated with this bid item may or may not be authorized and paid. The extent of groundwater dewatering required will be determined during construction. The contract price bid shall cover all Work related to dewatering excavations and maintaining excavations in dry and stable conditions, protecting the Work against surface runoff, draining the tanks, dechlorinating and disposing of removed water, and managing up to 5 gpm coming from each open pipe in the event that Valve A and/or Valve F do not provide drip-tight shutoff.
  2. Bid Units: Lump Sum.
  3. Measurement and Payment: Payment for this item will be based on the completed percentage of the Work.
- E. Item 5: Installation of 30-inch Butterfly Valves:
1. Description: The contract price bid shall cover all work related to installation of Owner provided 30-inch butterfly valves, including but not limited to assignment of the purchase order to the Contractor, installation in accordance with manufacturer's published recommendations and certification by the manufacture that the valves are properly installed.
  2. Bid Units: Each.
  3. Measurement and Payment: Payment for this item will be based on the quantity of valves installed and certified by the manufacturer, complete in place, all in accordance with the Contract Documents.
- F. Item 6: 48-inch Linestop "LS-C" with 30-inch Outlet for Bypass:
1. Description: The contract price bid shall cover all work related to installation and successful performance of the linestop, installation of the 30-inch outlet for the bypass piping, restoration of the pipeline, backfilling and compaction of the excavation and restoration of the site.
  2. Bid Units: Lump Sum.
  3. Measurement and Payment: Payment for this item will be based on the percent of Work complete, as estimated by the Engineer, all in accordance with the Contract Documents.
- G. Item 7: 30-inch Linestop "LS-D" with 24-inch Valved Outlet for Bypass:
1. Description: The contract price bid shall cover all work related to installation and successful performance of the linestop, removal and restoration of the pipeline, backfilling and compaction of the excavation and restoration of the site.



2. Bid Units: Lump Sum.
  3. Measurement and Payment: Payment for this item will be based on the percent or Work complete, as estimated by the Engineer, all in accordance with the Contract Documents.
- H. Item 8: Temporary 30-inch Bypass Piping:
1. Description: The contract price bid shall cover all Work related to installation and successful performance of the 30" or larger bypass piping, including but not limited to piping, valves, fittings, couplings supports and restraints.
  2. Bid Units: Lump Sum.
  3. Measurement and Payment: Payment for this item will be based on the percent of Work complete, as estimated by the Engineer, all in accordance with the Contract Documents.
- I. Item 9: 48-inch Linestop "LS-E":
1. Description: The contract price bid shall cover all work related to installation and successful performance of the linestop, restoration of the pipeline, backfilling and compaction of the excavation, and restoration of the site.
  2. Bid Units: Lump Sum.
  3. Measurement and Payment: Payment for this item will be based on the percent of Work complete, as estimated by the Engineer, all in accordance with the Contract Documents.
- J. Item 10: 30-inch Tank Piping Removal and Reinstallation:
1. Description: The contract price bid shall cover all Work related to the removal and reinstallation of the 30-inch 90-degree elbow, including but not limited to removal and replacement of the bolted coupling, removal and replacement of the 2-inch gate valve and PVC piping, and rigorous sanitary procedures to prevent contamination within tank and open piping.
  2. Bid Units: Each.
  3. Measurement and Payment: Payment for this item will be based on quantity of 90-degree elbows removed and reinstalled, complete in place, all in accordance with the Contract Documents.
- K. Item 11: Protective Coatings
1. Description: The contract price bid shall cover all Work related to the application of protective coatings to 30-inch butterfly valves, 30-inch 90 degree elbows, including but not limited to surface preparation, prime, intermediate and top coat, pre-installation conference, training, and protection of adjacent surfaces.
  2. Bid Units: Lump Sum.
  3. Measurement and Payment: Payment for this item will be based on the percent of Work complete, as estimated by the Engineer, all in accordance with the Contract Documents.
- L. Item 12: ADDITIVE ITEM – 48-inch Linestop if "Valve F" does not function:
1. Description: This item may or may not be included in the Work. If "Valve F" does not provide adequate shutoff, then the Engineer may direct Contractor to proceed with this additional work. The contract price bid shall cover all work related to installation and successful performance of the linestop, removal and

- restoration of the pipeline, backfilling and compaction of the excavation and restoration of the site.
  - 2. Bid Units: Lump Sum.
  - 3. Measurement and Payment: Payment for this item will be based on the percent of Work complete, as estimated by the Engineer, all in accordance with the Contract Documents.
- M. Item 13: ADDITIVE ITEM – 30-inch Linestop if “Valve A” does not function:
- 1. Description: This item may or may not be included in the Work. If “Valve A” does not provide adequate shutoff, then the Engineer may direct Contractor to proceed with this additional work. The contract price bid shall cover all work related to installation and successful performance of the linestop, removal and restoration of the pipeline, backfilling and compaction of the excavation and restoration of the site.
  - 2. Bid Units: Lump Sum.
  - 3. Measurement and Payment: Payment for this item will be based on the percent of Work complete, as estimated by the Engineer, all in accordance with the Contract Documents.

#### **1.04 UNIT PRICE ITEMS**

- A. Measurement of quantities:
- 1. Work paid at a unit price times number of units measured will be measured by Engineer in accordance with United States Standard Measures:
    - a. 1 ton shall consist of 2,000 pounds avoirdupois.
  - 2. Provide and pay for accurate scales:
    - a. Use platform scales of sufficient size and capacity to permit the entire vehicle or combination of vehicles to rest on the scale platform while being weighed.
    - b. Combination vehicles may be weighed as separate units provided they are disconnected while being weighed.
    - c. Have scales inspected and certified as often as necessary to ascertain accuracy.
    - d. Furnish weigh slips and daily summary weigh sheets to Engineer.
    - e. When material is shipped by rail, certified car weights will be acceptable, provided that not more than the actual weight of material will be paid, without consideration of minimum car weight used for assessing freight tariff.
    - f. Car weight will not be acceptable for materials passing through mixing plants.
    - g. Daily, or at shorter intervals when necessary to ensure accuracy, weigh empty trucks used to haul material paid by weight.
    - h. Provide such trucks with plain, unique, permanent, legible identification marks.
  - 3. Reinforcing steel, steel shapes, castings, and similar items paid by weight will be measured by handbook weights for the type and quantity indicated for the Work.

**PART 2 PRODUCTS**

Not Used.

**PART 3 EXECUTION**

Not Used.

END OF SECTION

## **SECTION 01500**

### **TEMPORARY FACILITIES AND CONTROLS**

#### **PART 1 GENERAL**

##### **1.01 SUMMARY**

- A. Section includes:
  - 1. Furnishing, maintaining, and removing construction facilities and temporary controls, including temporary utilities, construction aids, barriers and enclosures, security, temporary controls, sheds, and removal after construction.

##### **1.02 REFERENCE**

- A. American National Standards Institute (ANSI).
- B. Occupational Safety and Health Administration (OSHA).

##### **1.03 SUBMITTALS**

- A. Submit as specified in Section 01300 - Submittal Procedures.

##### **1.04 TEMPORARY UTILITIES**

- A. Temporary electrical power:
  - 1. Provide and maintain adequate jobsite power distribution facilities conforming to applicable Laws and Regulations.
  - 2. Provide, maintain, and pay for electric power for performance of the Work.
- B. Temporary electrical lighting:
  - 1. In work areas, provide temporary lighting sufficient to maintain lighting levels during working hours not less than lighting levels required by OSHA and state agency which administers OSHA regulations where Project is located.
- C. Temporary heating, cooling, and ventilating:
  - 1. Heat and ventilate work areas to protect the Work from damage by freezing, high temperatures, weather, and to provide safe environment for workers.
  - 2. Permanent heating system may be utilized when sufficiently completed to allow safe operation.
- D. Temporary water:
  - 1. Pay for and construct facilities necessary to furnish potable water for human consumption and non-potable water for use during construction.
  - 2. Remove temporary piping and connections and restore affected portions of the facility to original condition before final acceptance.
  - 3. Pay for water used for construction prior to final acceptance.

- E. Temporary sanitary facilities:
  - 1. Provide suitable and adequate sanitary facilities that are in compliance with applicable Laws and Regulations.
  - 2. Existing facility use is not allowed.
  - 3. At completion of the Work, remove sanitary facilities and leave site in neat and sanitary condition.
- F. Temporary fire protection:
  - 1. Provide fire protection required to protect the Work and ancillary facilities.
- G. First aid: Post first aid facilities and information posters conforming to requirements of OSHA and other applicable Laws and Regulations in readily accessible locations.
- H. Utilities in existing facilities: As specified in Section 01140 - Work Restrictions.

#### **1.05 CONSTRUCTION AIDS**

- A. Provide railings, kick plates, enclosures, safety devices, and controls required by Laws and Regulations and as required for adequate protection of life and property.
- B. Use construction hoists, elevators, scaffolds, stages, shoring, and similar temporary facilities of ample size and capacity to adequately support and move loads.
- C. Design temporary supports with adequate safety factor to ensure adequate load bearing capability:
  - 1. When requested, submit design calculations by professional registered engineer prior to application of loads.
  - 2. Submitted design calculations are for information and record purposes only.
- D. Accident prevention:
  - 1. Exercise precautions throughout construction for protection of persons and property.
  - 2. Observe safety provisions of applicable Laws and Regulations.
  - 3. Guard machinery and equipment and eliminate other hazards.
  - 4. Make reports required by authorities having jurisdiction, and permit safety inspections of the Work.
  - 5. Before commencing construction work, take necessary action to comply with provisions for safety and accident prevention.
- E. Barricades:
  - 1. Place barriers at ends of excavations and along excavations to warn pedestrian and vehicular traffic of excavations.
  - 2. Provide barriers with flashing lights after dark.
  - 3. Keep barriers in place until excavations are entirely backfilled and compacted.
  - 4. Barricade excavations to prevent persons from entering excavated areas in streets, roadways, parking lots, treatment plants, or other public or private areas.

- F. Warning devices and barricades: Adequately identify and guard hazardous areas and conditions by visual warning devices and, where necessary, physical barriers:
  - 1. Provide devices in accordance with minimum requirements of OSHA and State agency which administers OSHA regulations where Project is located.
- G. Hazards in protected areas: Mark or guard excavations in areas from which public is excluded, in manner appropriate for hazard.
- H. Protect existing structures, trees, shrubs, and other items to be preserved on Project site from injury, damage, or destruction by vehicles, equipment, worker or other agents with substantial barricades or other devices commensurate with hazards.

#### **1.06 TEMPORARY CONTROLS**

- A. Dust control:
  - 1. Prevent dust nuisance caused by operations, unpaved roads, excavation, backfilling, demolition, or other activities.
  - 2. Control dust by sprinkling with water, use of dust palliatives, modification of operations, or other means acceptable to agencies having jurisdiction.
- B. Noise control:
  - 1. Comply with noise and work hours regulations by local jurisdiction.
  - 2. In or near inhabited areas, particularly residential, perform operations in manner to minimize noise.
  - 3. In residential areas, take special measures to suppress noise during night hours.
- C. Mud control:
  - 1. Prevent mud nuisance caused by construction operations, unpaved roads, excavation, backfilling, demolition, or other activities.

#### **1.07 REMOVAL**

- A. Remove temporary facilities and controls before inspection for final Completion or when directed.
- B. Clean and repair damage caused by installation or use of temporary facilities.
- C. Remove underground installations to minimum depth of 24 inches and grade to match surrounding conditions.
- D. Restore existing facilities used during construction to specified or original condition.

#### **1.08 TEMPORARY PROCESS PIPING SYSTEMS**

- A. Provide piping, appurtenances, and other materials as required to provide temporary piping systems as specified in this Section, as indicated on the Drawings, and as needed to perform the Work.

- B. Provide field route piping as needed and as field conditions dictate, unless otherwise indicated on the Drawings, and determine appropriate lengths of piping and quantity/type of pipe fittings needed to construct temporary piping system.
- C. Restrain piping at valves and at fittings where piping changes direction, changes sizes, and at ends:
  - 1. When piping is buried, use concrete thrust block or mechanical restraints.
  - 2. When piping is exposed or under water, use mechanical or structural restraints.
  - 3. Determine thrust forces by multiplying the nominal cross sectional area of the piping by the operating pressure of the piping.
- D. Install temporary piping systems in a manner that will not damage existing or new facilities.
- E. Piping material, including gaskets: Suitable for the process fluid requiring temporary piping, unless indicated otherwise.
- F. Temporary piping includes, but is not limited to, the following piping services:
  - 1. From Linestop C to Linestop D, 30-inch with approximate alignment indicated on the Drawings.
- G. After temporary piping system is no longer required:
  - 1. Remove temporary piping system.
  - 2. Clean and repair damage caused by installation or use of temporary piping system.
  - 3. Restore existing facilities to original condition.

## **PART 2 PRODUCTS**

Not Used.

## **PART 3 EXECUTION**

Not Used.

END OF SECTION

**Section 01564**

**CONTROL OF GROUND WATER AND SURFACE WATER**

**1.0 GENERAL**

**1.01 SECTION INCLUDES**

- A Dewatering, depressurizing, draining, and maintaining trench and structure excavations and foundation beds in dry and stable condition.
- B Protecting work against surface runoff and rising floodwaters.
- C Disposing of removed water.
- D References to Technical Specifications:
  - 1. Section 01220 – Measurement & Payment Procedures
  - 2. Section 01300 – Submittals
  - 3. Section 01570 – Trench Safety Systems
  - 4. Section 01565 – TPDES Requirements
  - 5. Section 01566 – Source Controls for Erosion & Sedimentation
- E Referenced Standards:
  - 1. Occupational Safety and Health Administration (OSHA)
  - 2. Texas Commission on Environmental Quality (TCEQ)
  - 3. Code of Ordinances, City of Baytown, Texas
  - 4. Water Well Drillers and Pump Installers Advisory Council (WWD/PI)
- F Definitions:
  - 1. Ground Water Control Systems - installations external to the excavation such as well points, eductors, or deep wells. Ground water control includes dewatering and depressurization.
    - a. Dewatering - lowering the water table and intercepting seepage which would otherwise emerge from slopes or bottoms of excavations and disposing of removed water. The intent of dewatering is to increase stability of excavated slopes; prevent dislocation of material from slopes or bottoms of excavations; reduce lateral loads on sheeting and bracing; improve excavating and hauling characteristics of excavated material; prevent failure or heaving of the bottom of excavations; and to provide suitable conditions for placement of backfill materials and construction of structures and other installations.
    - b. Depressurization - reduction in piezometric pressure within strata not controlled by dewatering alone, as required to prevent failure or heaving of excavation bottom.



2. Surface Water Control - diversion and drainage of surface water runoff and rain water away from the excavation.
3. Excavation Drainage - keeping excavations free of surface and seepage water.

## **1.02 MEASUREMENT AND PAYMENT**

- A Measurement for and control of ground water for open cut pipe excavations shall be on a linear foot basis and shall not exceed the length of open cut pipe installation in the area requiring ground water control.
- B Unless indicated as a Bid Item, no separate payment will be made for control of ground water for any condition(s) other than those described in this Section, 1.02A. No separate payment will be made for control of surface water. Include the cost to control non-pipe excavation ground water and surface water in price for Work requiring such controls.
- C Refer to Section 01220 – Measurement & Payment Procedures.

## **1.03 SUBMITTALS**

- A Make Submittals required by this Section under the provisions of Section 01300 – Submittals.
- B Submit a Ground Water and Surface Water Control Plan for review by the Engineer prior to start of any field work. The plan shall be signed by a Professional Engineer registered in the State of Texas. The plan shall include the following:
  1. Results of subsurface investigation and description of the extent and characteristics of water bearing layers subject to ground water control.
  2. Names of equipment suppliers and installation subcontractors.
  3. A description of proposed ground water control systems indicating arrangement, location, depth and capacities of system components, installation details and criteria, and operation and maintenance procedures.
  4. A description of proposed monitoring and control system indicating depths and locations of piezometers and monitoring wells, monitoring installation details and criteria, type of equipment and instrumentation with pertinent data and characteristics.
  5. A description of proposed filters including types, sizes, capacities and manufacturer's application recommendations.
  6. Design calculations demonstrating adequacy of proposed systems for intended applications. Define potential area of influence of ground water control operation near contaminated areas.

7. Operating requirements, including piezometric control elevations for dewatering and depressurization.
  8. Excavation drainage methods including typical drainage layers, sump pump application and other necessary means.
  9. Surface water control and drainage installations.
  10. Proposed methods and locations for disposing of removed water.
- C Submit the following records upon completed initial installation:
1. Installation and development reports for well points, eductors, and deep wells.
  2. Installation reports and baseline readings for piezometers and monitoring wells.
  3. Baseline analytical test data of water from monitoring wells.
  4. Initial flow rates.
- D Submit the following records on a weekly basis during operations:
1. Records of flow rates and piezometric elevations obtained during monitoring of dewatering and depressurization. Refer to this Section, 3.02 “Requirements for Eductor, Well Points, or Deep Wells”.
  2. Maintenance records for ground water control installations, piezometers, and monitoring wells.
- E Submit the following records at end of the Work. Decommissioning (abandonment) reports for monitoring wells and piezometers installed by other during the design phase and left for Contractor's monitoring and use.

#### **1.04 PERFORMANCE REQUIREMENTS**

- A Conduct subsurface investigations to identify groundwater conditions and to provide parameters for design, installation, and operation of groundwater controlsystems.
- B Design a ground water control system, compatible with the requirements of OSHA Standards - 29 CFR, Part 1926, and Section 01570 - Trench Safety Systems of these Technical Specifications, to produce the following results:
1. Effectively reduce the hydrostatic pressure affecting excavations.
  2. Develop a substantially dry and stable subgrade for subsequent construction operations.
  3. Preclude damage to adjacent properties, buildings, structures, utilities, installed facilities, and other work.
  4. Prevent the loss of fines, seepage, boils, quick condition, or softening of the foundation strata.
  5. Maintain stability of sides and bottom of excavations.

- C Ground water control systems may include single-stage or multiple-stage well point systems, eductor and ejector-type systems, deep wells, or combinations of these equipment types.
- D Provide drainage of seepage water and surface water, as well as water from any other source entering the excavation. Excavation drainage may include placement of drainage materials, such as crushed stone and filter fabric, together with sump pumping.
- E Provide ditches, berms, pumps and other methods necessary to divert and drain surface water from excavation and other work areas.
- F Locate ground water control and drainage systems so as not to interfere with utilities, construction operations, adjacent properties, or adjacent water wells.
- G Assume sole responsibility for ground water control systems and for any loss or damage resulting from partial or complete failure of protective measures and any settlement or resultant damage caused by the ground water control operations. Modify ground water control systems or operations if they cause or threaten to cause damage to new construction, existing site improvements, adjacent property, or adjacent water wells, or affect potentially contaminated areas. Repair damage caused by ground water control systems or resulting from failure of the system to protect property as required.
- H Provide an adequate number of piezometers installed at the proper locations and depths as required providing meaningful observations of the conditions affecting the excavation, adjacent structures, and water wells.
- I Provide environmental monitoring wells installed at the proper locations and depths as required to provide adequate observations of hydrostatic conditions and possible contaminant transport from contamination sources into the work area or into the ground water control system.
- J Decommission piezometers and monitoring wells installed during design phase studies and left for Contractors monitoring and use.

#### **1.05 ENVIRONMENTAL REQUIREMENTS**

- A Comply with requirements of agencies having jurisdiction.
- B Comply with TCEQ regulations and WWD/PI Advisory Council for development, drilling, and abandonment of wells used in dewatering system.
- C Obtain permit from TCEQ under the Texas Pollutant Discharge Elimination System (TPDES), for storm water discharge from construction sites. Refer to Section 01565– TPDES Requirements, 3.02 “Certification Requirements”.

- D Obtain all necessary permits from agencies with control over the use of groundwater and matters affecting well installation, water discharge, and use of existing storm drains and natural water sources. Because the review and permitting process may be lengthy, take early action to pursue and submit for the required approvals.
- E Monitor ground water discharge for contamination while performing pumping in the vicinity of potentially contaminated sites.
- F Implement control of ground and surface water under the provisions of Section 01566
  - Source Controls for Erosion & Sedimentation.

## **2.0 PRODUCTS**

### **2.01 EQUIPMENT AND MATERIALS**

- A Equipment and materials are at the option of Contractor as necessary to achieve desired results for dewatering. Selected equipment and materials are subject to review of the Engineer through Submittals required in Section 01330 – Submittals, 1.06 “Operations and Maintenance Data”.
- B Eductors, well points, or deep wells, where used, must be furnished, installed and operated by an experienced contractor regularly engaged in ground water control system design, installation, and operation.
- C Equipment and instrumentation for monitoring and control of the ground water control system includes piezometers and monitoring wells, and devices, such as flow meters, for observing and recording flow rates.
- D All equipment must be in good repair and operating order.
- E Sufficient standby equipment and materials shall be kept available to ensure continuous operation, where required.

## **3.0 EXECUTION**

### **3.01 GROUND WATER CONTROL**

- A Perform a subsurface investigation by borings as necessary to identify water bearing layers, piezometric pressures, and soil parameters for design and installation of ground water control systems. Perform pump tests, if necessary to determine the drawdown characteristics of the water-bearing layers. The results shall be presented in the Ground Water and Surface Water Control Plan. Refer to this Section, 1.03B.

- B Provide labor, material, equipment, techniques and methods to lower, control and handle ground water in a manner compatible with construction methods and site conditions. Monitor effectiveness of the installed system and its effect on adjacent property.
- C Install, operate, and maintain ground water control systems in accordance with the Plan. Notify Engineer in writing of any changes made to accommodate field conditions and changes to the Work. Provide revised drawings and calculations with such notification.
- D Provide for continuous system operation, including nights, weekends, and holidays. Arrange for appropriate backup if electrical power is primary energy source for dewatering system.
- E Monitor operations to verify that the system lowers ground water piezometric levels at a rate required to maintain a dry excavation resulting in a stable subgrade for prosecution of subsequent operations.
- F Where hydrostatic pressures in confined water bearing layers exist below excavation, depressurize those zones to eliminate risk of uplift or other instability of excavation or installed works. Allowable piezometric elevations shall be defined in the Plan.
- G Maintain water level below subgrade elevation. Do not allow levels to rise until foundation concrete has achieved design strength.
- H During backfilling, dewatering may be reduced to maintain water level a minimum of 5 feet below prevailing level of backfill. However, do not allow that water level to result in uplift pressures in excess of 80 percent of downward pressure produced by weight of structure or backfill in place. Do not allow water levels to rise into cement stabilized sand until at least 48 hour after placement.
- I Provide a uniform diameter for each pipe drain run constructed for dewatering. Remove pipe drain when it has served its purpose. If removal of pipe is impractical, provide grout connections at 50-foot intervals and fill pipe with cement-bentonite grout or cement-sand grout when pipe is removed from service.
- J Extent of construction ground water control for structures with a permanent perforated underground drainage system may be reduced, such as for units designed to withstand hydrostatic uplift pressure. Provide a means of draining the affected portion of underground system, including standby equipment. Maintain drainage system during operations and remove it when no longer required.

- K Remove system upon completion of construction or when dewatering and control of surface or ground water is no longer required.
- L Compact backfill as required by the Contract Documents.

### **3.02 REQUIREMENTS FOR EDUCTOR, WELL POINTS, OR DEEP WELLS**

- A For aboveground piping in ground water control system, include a 12-inch minimum length of clear, transparent piping between every eductor well or well point and discharge header so that discharge from each installation can be visually monitored.
- B Install sufficient piezometers or monitoring wells to show that all trench or shaft excavations in water bearing materials are predrained prior to excavation. Provide separate piezometers for monitoring of dewatering and for monitoring of depressurization. Install piezometers and monitoring wells for tunneling as appropriate for Contractor's selected method of work.
- C Install piezometers or monitoring wells not less than one week in advance of beginning the associated excavation.
- D Dewatering may be omitted for portions of underdrains or other excavations, but only where auger borings and piezometers or monitoring wells show that soil is predrained by an existing system such that the criteria of the Ground Water and Surface Water Control Plan are satisfied.
- E Replace installations that produce noticeable amounts of sediments after development.
- F Provide additional ground water control installations or change the methods in the event that the installations according to the Ground Water and Surface Water Control Plan do not provide satisfactory results based on the performance criteria defined by the Plan and by this Section. Submit a revised Plan according to this Section, 1.03A.
- G Mechanical dewatering equipment shall comply with Chapter 19 NOISE, Code of Ordinances, City of Baytown, Texas.

### **3.03 EXCAVATION DRAINAGE**

- A Contractor may use excavation drainage methods if necessary to achieve well drained, stable trench conditions. The excavation drainage may consist of the following methods or combination of methods:
  - 1. Sump pumping in combination with:
    - a. Layer of crushed stone and filter fabric.
    - b. Sand and gravel drains.

2. Wells for ground water control.

- B Use sump pumping and a drainage layer, as defined in ASTM D 2321, placed on the foundation beneath pipe bedding or thickened bedding layer of Class I material.

**3.04 MAINTENANCE AND OBSERVATION**

- A Conduct daily maintenance and observation of piezometers or monitoring wells while the ground water control installations or excavation drainage are operating in an area. Keep system in good operating condition.
- B Replace damaged and destroyed piezometers or monitoring wells with new piezometers or wells as necessary to meet observation schedule.
- C Cut off piezometers or monitoring wells in excavation areas where piping is exposed, only as necessary to perform observation as excavation proceeds. Continue to maintain and make observations, as specified.
- D Remove and grout piezometers inside or outside the excavation area when ground water control operations are complete. Remove and grout monitoring wells when directed by the Engineer.

**3.05 MONITORING AND RECORDING**

- A Once groundwater dewatering operations are initiated, for the duration of the project, prepare a daily dewatering report to document all groundwater and dewatering operations and conditions. As a minimum, the daily dewatering report shall include:
1. Hours of pumping operation. Identify down time, even if for a short duration.
  2. Tank levels.
  3. Engine speed.
  4. Fuel level.
  5. System pressure(s).
  6. Discharge flow, measured in gpm.
  7. Daily sand and sediment discharged, measured in cubic feet.
  8. Groundwater level.
  9. Water conditions (quantity, level, saturation, dryness) within the excavation(s).
- B Monitor and record average flow rate of operation for each deep well, or for each wellpoint or eductor header used in dewatering system. Also monitor and record water level and ground water recovery. These records shall be obtained daily until the dewatering system is permanently removed from service.

- C Observe and record elevation of water level daily as long as ground water control system is in operation, and weekly thereafter until the Work is completed or piezometers or wells are removed, except when Engineer determines that more frequent monitoring and recording are required. Comply with Engineer's direction for increased monitoring and recording and take measures as necessary to ensure effective dewatering for intended purpose.

### **3.06 SURFACE WATER CONTROL**

- A Intercept surface water and divert it away from excavations through use of dikes, ditches, curb walls, pipes, sumps or other approved means. The requirement includes temporary works required to protect adjoining properties from surface drainage caused by construction operations.
- B Divert surface water and seepage water into sumps and pump it into drainage channels or storm drains, when approved by agencies having jurisdiction. Provide settling basins when required by such agencies.
- C Provide additional surface water control measures or change the methods in the event that the measures according to the Ground Water and Surface Water Control Plan do not provide satisfactory results based on the performance criteria defined by the Plan and by this Section. Submit a revised Plan according to this Section, 1.03B.

END OF SECTION



## **Section 01566**

### **SOURCE CONTROLS FOR EROSION AND SEDIMENTATION**

#### **1.0 GENERAL**

##### **1.01 SECTION INCLUDES**

- A Descriptions of measures and practices, in response to TPDES General Permit TXR 150000, which shall be used on the Work to eliminate or significantly minimize pollutants in discharges into Surface Water in the State by controlling erosion and sediments at their source.
- B References to Technical Specifications:
  - 1. Section 01564 – Waste Material Disposal
  - 2. Section 01564 – Control of Ground Water and Surface Water
  - 3. Section 01565 – TPDES Requirements
  - 4. Section 01573 – Erosion and Sediment Control
- C Definitions:
  - 1. Potential Water Pollutant - any substance that could potentially alter the physical, thermal, chemical, or biological quality of the Surface Water in the State, rendering the water harmful, detrimental, or injurious to humans, animal life, vegetation, or property, or to public health, safety or welfare, or impairs the usefulness or the public enjoyment of the water for any lawful or reasonable purpose.

##### **1.02 MEASUREMENT AND PAYMENT**

- A Unless indicated as a Bid Item, no separate payment will be made for Work performed under this Section. Include cost in Bid Items for which this Work is a component.

#### **2.0 PRODUCTS - Not Used**

#### **3.0 EXECUTION**

##### **3.01 PREPARATION AND INSTALLATION**

- A Contractor shall conduct all construction operations under this Contract in conformance with the erosion control practices described in the Drawings and this Technical Specification.
- B Erosion and sediment control measures shall be in place prior to the start of any Work that exposes the soil, other than as specifically directed by the Engineer to allow soil testing and surveying.

- C The Contractor shall install, maintain, and inspect erosion and sediment control measures and practices that operate effectively and as specified in the Drawings and in this or other Technical Specifications.
- D Equipment and vehicles shall be prohibited by the Contractor from maneuvering on areas outside of the limits of construction or dedicated rights-of-way and easements. Damage caused by construction traffic to erosion and sediment control systems shall be repaired immediately by the Contractor.
- E The Contractor shall be responsible for collecting, storing, hauling, and disposing of spoil, silt, waste materials, and contaminated material resulting from erosion and sediment control measures as specified in this or other Technical Specifications and in compliance with applicable federal, state, and local rules and regulations.

### **3.02 EXPOSED SOIL**

- A When soil is exposed as a result of clearing, grading, excavating, stockpiling, or other soil disturbing activities, the Contractor shall implement measures to effectively control erosion and prevent the escape of sediments from the Project Site.
- B Control measures may include the following practices:
  - 1. Preserve existing vegetation to the extent possible.
  - 2. Construct drainage swales, berms, or sediment basins.
  - 3. Maintain grades to minimize the velocity of sheet flow over disturbed areas and promote evaporation and infiltration of storm water directly into the ground.
  - 4. Install filter fabric fences or barriers, sediment traps, seepage basins, gabions, or storm drain inlet protection devices.
  - 5. Utilize vegetative buffer strips, mulching, or riprap
- C When the placement of topsoil, bank sand, or other soil material is specified, after an area has been brought to grade and immediately prior to placement, loosen the subgrade discing or by scarifying to a depth of at least 2 inches to permit bonding to the subsoil.
- D When all soil disturbing activities have been completed, establish a perennial vegetative cover on all areas that are not paved, covered by permanent structures, or otherwise permanently stabilized.

### **3.03 DUST CONTROL**

- A Implement control measures to minimize dust creation and movement on construction sites and roads and to prevent airborne sediment from reaching receiving streams or storm water conveyance systems, to reduce on-site and off-site damage, to prevent health hazards, and to improve traffic safety.
- B Control blowing dust by using one or more of the following measures:
  - 1. Mulches bound with chemical binders.
  - 2. Temporary vegetative cover.
  - 3. Tillage to roughen surface and bring clods to the surface.
  - 4. Irrigation by water sprinkling.
  - 5. Barriers using solid board fences, burlap fences, crate walls, bales of hay, or similar materials.
- C Implement dust control measures immediately whenever dust can be observed blowing on the Project Site.

### **3.04 DEMOLITION AREAS**

- A Demolition activities which create large amounts of dust with significant concentrations of heavy metals or other potential water pollutants shall use methods described in this Section, 3.03 “Dust Control”, to limit transport of airborne pollutants. However, water or slurry used to control dust contaminated with heavy metals or potential water pollutants shall be retained on the Project Site and shall not be allowed to run directly into watercourses or storm water conveyance systems by the appropriate use of control measures described in this Section. Methods of ultimate disposal of these materials shall be carried out in accordance with applicable local, state, and federal health and safety regulations.

### **3.05 SEDIMENT TRACKING**

- A Minimize off-site tracking of sediments and the generation of dust by construction vehicles, keeping the streets clean of construction debris and mud, by implementing one or more of the following control measures:
  - 1. Restrict all ingress and egress to stabilized construction exits.
  - 2. Stabilize areas used for staging, parking, storage or disposal.
  - 3. Stabilize on-site vehicle transportation routes.
  - 4. Remove mud and other debris, washing if necessary, from vehicles prior to entrance onto public roadways from the Project Site.
  - 5. Maintain grade to minimize the occurrence of mud on the Project Site.
- B Construct stabilized construction areas under the provisions of Section 01550 – Stabilized Construction Exists.

- C In addition to Stabilized Construction Exits shovel or sweep the pavement to the extent necessary to keep the street clean. Water-hosing or sweeping of debris and mud off of the street into adjacent areas is not allowed.

### **3.06 EQUIPMENT MAINTENANCE AND REPAIR**

- A Control equipment maintenance and repair so that oils, gasoline, grease, solvents, and other potential water pollutants cannot be washed directly into receiving streams or storm water conveyance systems.
- B Control measures may include the following practices:
  - 1. Confine maintenance and repair of construction machinery and equipment to areas specifically designated for that purpose.
  - 2. Provide these areas with adequate waste disposal receptacles for liquids as well as solid waste.
  - 3. Clean and inspect maintenance and repair areas daily.
  - 4. Stabilize the area with coarse aggregate.
  - 5. Maintain grade to prevent surface water from flowing over the area.
  - 6. Place plastic matting, packed clay, tar paper, or other impervious material to prevent contamination of soil in the area.
  - 7. Isolate areas of contaminated soil or other materials to facilitate proper removal and disposal.
- C Where effective control measures are not feasible, equipment shall be taken off-site for maintenance and repair.

### **3.07 WASTE COLLECTION AND DISPOSAL**

- A Conduct operations in conformance with the plan provided in Section 01562 – Waste Material Disposal and utilize such control measures, described in this Section, as may be necessary to eliminate or significantly reduce the discharge of possible water pollutants from the Project Site as a result of waste collection and disposal.
- B Keep receptacles and waste collection areas neat and orderly to the extent possible. Waste shall not be allowed to overflow its container or accumulate from day-to-day. Locate trash collection points where they will least likely be affected by concentrated storm water runoff.

### **3.08 WASHING AREAS**

- A Vehicles such as concrete delivery trucks or dump trucks and other construction equipment shall not be washed at locations where the runoff will flow directly into a watercourse or storm water conveyance system. Preventative measures may include the following practices:
  - 1. Designate special areas for washing vehicles.
  - 2. Locate these areas where the wash water will spread out and evaporate or infiltrate directly into the ground, or where the runoff can be collected in a temporary holding or seepage basin.
  - 3. Beneath wash areas construct a gravel or rock base to minimize mud production.
- B Construct washing areas under the provisions of Section 01573 – Erosion and Sediment Control.

### **3.09 STORAGE AND USAGE OF POTENTIAL WATER POLLUTANTS**

- A Store and use potential water pollutants such as pesticides, fertilizers, distillate fuels, lubricants, solvents, cements, paints, acids, caustics, and other toxic substances in accordance with manufacturers' guidelines, Material Safety Data Sheets, and with local, state, and federal regulations.
- B Isolate these substances in areas where they are to be stored, opened or used such that they will not cause pollution of runoff from the Project Site. Preventative measures may include the following practices:
  - 1. Stabilize the area with coarse aggregate.
  - 2. Store containers on raised platforms.
  - 3. Place plastic matting, packed clay, tar paper, or other impervious material to prevent contamination of soil in the area.
  - 4. Provide protective cover or weather proof enclosure.
  - 5. Minimize accidental spillage.
  - 6. Keep containers tightly closed.
  - 7. Periodically inspect containers for leakage.
  - 8. Maintain grade to prevent surface water from flowing over the area.
  - 9. Provide berms, filter fabric fences or barriers, or sediment basins.
  - 10. Designate washing areas for containers and other items that have come in contact with potential water pollutants.
- C Avoid overuse of substances such as pesticides and fertilizers which could produce contaminated runoff.

### **3.10 SANITARY FACILITIES**

- A Provide the Project Site with adequate portable toilets for workers in accordance with Section 01500 – Temporary Facilities and Controls, and applicable health regulations.
  
- B Control areas where sanitary facilities are located so that sewage or chemicals will not be washed directly into receiving streams or storm water conveyance systems by using one or more of the following measures.
  - 1. Inspect the facilities daily.
  - 2. Service the facilities as often as necessary to maintain cleanliness and prevent overflows.
  - 3. Stabilize the area with coarse aggregate
  - 4. Maintain grade to prevent surface water from flowing over the area

END OF SECTION

**Section 01570**

**TRENCH SAFETY SYSTEM**

**1.0 GENERAL**

**1.01 SECTION INCLUDES**

- A. Trench safety system for the construction of trench excavations.
- B. Trench safety system for excavation of utilities, excavation of structures, and embankment which fall under provisions of federal, state, or local excavation safety laws.
- C. References to Technical Specifications:
  - 1. Section 01220 – Measurement & Payment Procedures
  - 2. Section 01300 – Submittals
- D. Referenced Standards:
  - 1. Occupational Safety and Health Administration (OSHA)
- E. Definitions:
  - 1. Trench: A narrow excavation (in relation to its depth) made below the surface of the ground. In general, the depth is greater than the width, but the width of a trench (measured at the bottom) is not greater than 15 feet.
  - 2. Trench safety system requirements apply to larger open excavations if the erection of structures or other installations limits the space between the excavation slope and the installation to dimensions equivalent to a trench as defined.
  - 3. Trench safety systems include both Protective Systems and Shoring Systems but are not limited to sloping, sheeting, trench boxes or trench shields, slide rail systems, sheet piling, cribbing, bracing, shoring, dewatering or diversion of water to provide adequate drainage.
    - a. Protective System: A method of protecting employees from cave-ins, from material that could fall or roll from an excavation face or into an excavation, or from the collapse of an adjacent structure.

- b. Shoring System: A structure, which supports the sides of an excavation, to prevent cave-ins, maintain stable soil conditions, or to prevent movements of the ground affecting adjacent installations or improvements.
  - c. Special Shoring: A shoring system meeting Special Shoring Requirements for locations identified on the Plans.
4. Competent Person- one who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

## **1.02 MEASUREMENT AND PAYMENT**

- A. Measurement for trench safety systems used on utility excavations is on a lump sum basis and is included in the various bid items for the Work.
- B. Unless indicated in as a Bid Item, no separate payment will be made for shoring systems under this Section. Include cost in Bid Items for trench safety systems.
- C. If shown on the Plans and included in Section 00300 – Bid Proposal as a separate Bid Item, Measurement and Payment for Special Shoring system installation for trench excavation is on a square foot basis, measured and completed in place.
- D. Unless indicated as a Bid Item, no separate payment will be made for trench safety systems used on structural excavations under this Section. Include cost for trench safety system used on structural excavations in applicable structure installation.
- E. Unless indicated as a Bid Item, no separate payment will be made for trench safety systems used on roadway excavation or embankment under this Section. Include cost in applicable Sections.
- F. Refer to Section 01220 – Measurement & Payment Procedures.

## **1.03 SUBMITTALS**

- A. Make Submittals required by this Section under the provisions of Section 01330 – Submittals.
- B. Submit a safety plan specifically for the construction of trench excavation, excavation of utilities, excavation of structures, and embankment which fall under provisions of federal, state, or local excavation safety laws. Design the



Trench Safety Plan to be in accordance with OSHA Standards - 29CFR governing the presence and activities of individuals working in and around trench excavations, and in accordance with any Special Shoring requirements at locations shown on the Plans. Include in the plan, submittal of the contact information for the Competent Person.

- C. Have Shop Drawings for trench safety systems sealed, as required by OSHA, by a Professional Engineer, licensed by the State of Texas, retained and paid by the Contractor.

#### **1.04 REGULATORY REQUIREMENTS**

- A. Install and maintain trench safety systems in accordance with the provision of Excavations, Trenching, and Shoring, OSHA Standards–29 CFR, Part 1926, Subpart P, as amended, including Final Rule, published in the Federal Register Vol. 54, No. 209 on Tuesday, October 31, 1989. The sections that are incorporated into these Technical Specifications, by reference, include Standard 1926.650 – 652.
- B. A reproduction of the OSHA Standards – 29 CFR included in Subpart P – “Excavations” from the Federal Register Vol. 54, No. 209 is available upon request to Contractors bidding on the Work. The Owner assumes no responsibility for the accuracy of the reproduction. The Contractor is responsible for obtaining a copy of this section of the Federal Register.
- C. Include in the Trench Safety Program measures that establish compliance with the standard interpretation of the General Duty Clause, Section 5.(a)(1), of the Occupational Safety and Health Act of 1970 – 20 USC 654 which states, “Employers must shore or otherwise protect employees who walk/work at the base of an embankment from possible collapse.”
- D. Legislation that has been enacted by the State of Texas with regard to Trench Safety Systems is hereby incorporated, by reference, into these specifications. Under Texas Statutes, refer to Chapter 756 of the Health and Safety Code, SUBCHAPTER C. TRENCH SAFETY.
- E. Reference materials, if developed for this Work, will be issued by the Engineer along with the Bid Documents, including the following:
  - 1. Geotechnical information obtained for use in design of the trench safety system.
  - 2. Special Shoring Requirements.

## **1.05 INDEMNIFICATION**

- A. Contractor shall indemnify and hold harmless the Owner, its employees, and agents, from any and all damages, costs (including, without limitation, legal fees, court costs, and the cost of investigation), judgments or claims by anyone for injury or death of persons resulting from the collapse or failure of trenches constructed under this Contract.
- B. Contractor acknowledges and agrees that this indemnity provision provides indemnity for the Owner in case the Owner is negligent either by act or omission in providing for trench safety, including, but not limited to safety program and design reviews, inspections, failures to issue stop work orders, and the hiring of the Contractor.
- C. Review of the safety program by the Engineer will only be in regard to compliance with the Contract Documents and will not constitute approval by the Engineer nor relieve Contractor of obligations under state and federal trench safety laws.

## **2.0 PRODUCTS - Not Used**

## **3.0 EXECUTION**

### **3.01 INSTALLATION**

- A. Install and maintain trench safety systems in accordance with provisions of OSHA Standards – 29 CFR.
- B. Specially designed trench safety systems shall be installed in accordance with the Contractor's trench excavation safety program for the locations and conditions identified in the program.
- C. Install Special Shoring at the locations shown on the Plans.
- D. Obtain verification from a Competent Person, defined in this Section and as identified in the Contractor's Trench Safety Program, that trench boxes and other pre-manufactured systems are certified for the actual installation conditions.

### **3.02 INSPECTION**

- A. Conduct daily inspections by Contractor or Contractor's independently retained consultant, of the trench safety systems to ensure that the installed systems and operations meet OSHA Standards – 29 CFR and other personnel protection regulations requirements.

- B. If evidence of possible cave-ins or slides is apparent, immediately stop work in the trench and move personnel to safe locations until necessary precautions have been taken to safeguard personnel.
- C. Maintain a permanent record of daily inspections.

### **3.03 FIELD QUALITY CONTROL**

- A. Verify specific applicability of the selected or specially designed trench safety systems to each field condition encountered on the Work.

END OF SECTION

**SECTION 01600**

**PRODUCT REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SUMMARY**

- A. Section includes: Requirements for tangible materials, raw or manufactured, that become part of the project.

**1.02 REFERENCES**

- A. NSF International (NSF):
  - 1. 60 - Technical Requirements.
  - 2. 61 - Drinking Water System Components - Health Effects.

**1.03 DEFINITIONS**

- A. Certificates: Documents that the work is in accordance with the Contract Documents.
- B. Extra stock materials: Extra stock materials provided for the Owner's use in facility operation and maintenance.
- C. Manufacturer's instructions:
  - 1. Stipulations, directions, and/or recommendations issued form by the manufacturer of the product addressing handling, installation, erection, and/or application of the product.
- D. Products:
  - 1. Raw materials, finished goods, equipment, systems, and shop fabrications.
- E. Product data:
  - 1. Public information about the product which is found in the manufacturer's catalogs or on their web site including catalog pages, data sheets, bulletins, layout drawings, exploded views, and brochures.
- F. Samples:
  - 1. As defined in the General Conditions and Supplementary Conditions.
  - 2. Full-size actual products or pieces of products intended to illustrate the products to be incorporated into the project. Sample submittals are often necessary for such characteristics as colors, textures, and other appearance issues.
- G. Schedules:
  - 1. Product parts and materials lists.

- H. Shop drawings:
  - 1. As defined in the General Conditions and Supplementary Conditions.
  - 2. Shop drawings are prepared specifically for the project to illustrate details, dimensions, and other data necessary for satisfactory fabrication or construction that are not shown in the contract documents.
- I. Submittals:
  - 1. As defined in the General Conditions and Supplementary Conditions.
  - 2. Samples, product data, shop drawings, and others that demonstrate how Contractor intends to conform to the Contract Documents.

#### **1.04 SUBMITTALS**

- A. Products in contact with drinking water:
  - 1. Provide certification for by an independent ANSI accredited third party.
    - a. In accordance with NSF 61.
    - b. Weighted average lead content of less than 0.25 percent in accordance with NSF 372.

### **PART 2 PRODUCTS**

#### **2.01 GENERAL REQUIREMENTS**

- A. Provide products by same manufacturer when products are of similar nature, unless otherwise specified.
- B. Provide like parts of duplicate units that are interchangeable.
- C. Provide equipment or product that has not been in service prior to delivery, except as required by tests.
- D. Provide products produced by manufacturers regularly engaged in the production of these products.
- E. Provide products that bear approvals and labels as specified.

#### **2.02 MATERIAL**

- A. Dissimilar metals:
  - 1. Separate contacting surfaces with dielectric material.
  - 2. Neoprene, bituminous impregnated felt, heavy bituminous coatings, nonmetallic separators or washers, or other materials as specified.
- B. Products in contact with drinking water or water in the process of becoming drinking water in accordance with NSF 60 or NSF 61 by an independent ANSI accredited third party.

- C. Edge grinding:
  - 1. Sharp projections of cut or sheared edges of ferrous metals which are not to be welded shall be ground to a radius required to ensure satisfactory paint adherence.
- D. Use anti-galling compound on threads of stainless steel fasteners during factory assembly.
- E. Provide anti-galling compound with stainless steel fasteners shipped for field assembly.

## **2.03 PRODUCT SELECTION**

- A. Provide products with Engineer approved submittals.
- B. When products are specified by standard or specification designations of technical societies, organizations, or associations only, provide products that meet or exceed reference standard and Specifications.
- C. When products are specified with names of manufacturers but no model numbers or catalog designations, provide Products by one of named manufacturers that meet or exceed Specifications.
- D. When products are specified with names of manufacturers and model numbers or catalog designations, provide Products with model numbers or catalog designations by one of named manufacturers.
- E. When products are specified with names of manufacturers, but with brand or trade names, model numbers, or catalog designations by one manufacturer only, provide:
  - 1. Products specified by brand or trade name, model number, or catalog designation.
  - 2. Products by one of named manufacturers proven, in accordance with requirements for an "or equal", including Engineer's approval, to meet or exceed quality, appearance and performance of specified brand or trade name, model number, or catalog designation.
- F. When Products are specified with only one manufacturer followed by "or Equal," provide:
  - 1. Products meeting or exceeding Specifications by specified manufacturer.
  - 2. Engineer deemed "or equal" evidenced by an approved shop drawing or other written communication.
- G. When Products are specified by naming 2 or more manufacturers with 1 manufacturer as a "Basis of Design":
  - 1. Any of the named manufacturers can be submitted.
  - 2. If the product submitted requires a change in the scope (dimensions, configuration, physical properties, etc.), schedule (longer lead time), or budget, the Contractor must submit a substitution request.

## **2.04 SHIPMENT**

- A. Requirements prior to shipment of equipment:
  - 1. Engineer approved shop drawings.
  - 2. Engineer approved Manufacturer's Certificate of Source Testing as specified in the Technical Sections .
  - 3. Draft operations and maintenance manuals, as specified in Section 01782 - Operation and Maintenance Manuals, when required by specifications.
- B. Prepare products for shipment by:
  - 1. Tagging or marking to agree with delivery schedule or shop drawings.
  - 2. Including complete packing lists and bills of material with each shipment.
  - 3. Packaging products to facilitate handling and protection against damage during transit, handling, and storage.
  - 4. Securely attach special instructions for proper field handling, storage, and installation to each piece of equipment before packaging and shipment.
- C. Transport products by methods that avoid product damage.
- D. Deliver products in undamaged condition in manufacturer's unopened containers or packaging.

## **PART 3 EXECUTION**

### **3.01 DELIVERY AND HANDLING**

- A. Handle equipment in accordance with manufacturer's instructions.
- B. Provide construction equipment and personnel to handle products by methods to prevent soiling or damage.
- C. Upon delivery, promptly inspect shipments:
  - 1. Verify compliance with Contract Documents, correct quantities, and undamaged condition of products.
  - 2. Acceptance of shipment does not constitute final acceptance of equipment.
- D. Spare parts, maintenance products, special tools.
  - 1. Immediately store in accordance with the manufacturer's instructions.
  - 2. Store spare parts, maintenance products, and special tools in enclosed, weather-proof, and lighted facility during the construction period.
    - a. Protect parts subject to deterioration, such as ferrous metal items and electrical components with appropriate lubricants, desiccants, or hermetic sealing.
  - 3. With Owner's written request for advanced delivery of spare parts, maintenance products, and special tools.
    - a. Deliver requested items and deduct them from the inventory list.
    - b. Provide transmittal documentation.
  - 4. Store large items individually:
    - a. Weight: Greater than 50 pounds.
    - b. Size: Greater than 24 inches wide by 18 inches high by 36 inches long.

- c. Clearly labeled:
  - 1) Equipment tag number.
  - 2) Equipment manufacturer.
  - 3) Subassembly component, if appropriate.
  - 4) Store smaller items in spare parts box:
- d. Weight: Less than 50 pounds.
- e. Size: Less than 24 inches wide by 18 inches high by 36 inches long.
- f. Clearly labeled:
  - 1) Equipment tag number.
  - 2) Equipment manufacturer.
  - 3) Subassembly component, if appropriate.
  - 4) Spare parts and special tools box:
- g. Box material: Waterproof, corrosion resistant.
- h. Hinged cover:
  - 1) Locking hasp.
- i. Spare parts inventory list taped to underside of cover.
- j. Clearly labeled:
  - 1) The words "Spare Parts and/or Special Tools".
  - 2) Equipment tag number.
  - 3) Equipment manufacturer.
  - 4) Subassembly component, if appropriate.

### **3.02 STORAGE AND PROTECTION**

- A. Immediately store and protect products until installed in Work.
- B. Furnish covered, weather-protected storage structures providing a clean, dry, noncorrosive environment for mechanical equipment, valves, architectural items, electrical and instrumentation equipment and special equipment to be incorporated into this project.
  - 1. Storage of equipment shall be in strict accordance with the "instructions for storage" provided by the manufacturer.
    - a. Including connection of heaters, lubrication, rotating shafts, etc.
  - 2. The Contractor shall furnish a copy of the manufacturer's instructions for storage to the Engineer prior to storage of equipment and materials.
- C. Store products with seals and legible labels intact.
- D. Protect painted or coated surfaces against impact, abrasion, discoloration, and damage.
  - 1. Repaint or recoat damaged painted or coated surfaces.
- E. Exterior storage of fabricated products:
  - 1. Place on aboveground supports that allow for drainage.
  - 2. Cover products subject to deterioration with impervious sheet covering.
  - 3. Provide ventilation to prevent condensation under covering.
- F. Store moisture sensitive products in watertight enclosures.



- G. Store loose granular materials on solid surfaces in well-drained area.
  - 1. Prevent materials mixing with foreign matter.
  - 2. Provide access for inspection.
- H. When needed and approved by the Engineer, offsite storage location shall be within 20 miles of the project site.
  - 1. Provide proof of insurance coverage for products stored offsite.
- I. Payment will not be made for equipment and materials improperly stored or stored without providing Engineer with the manufacturer's instructions for storage.
- J. Provide an equipment log and stored products log with monthly pay applications.
  - 1. Data includes as a minimum: The storage location, equipment or product identification, date stored, date of inspection/maintenance, date removed from storage, copy of manufacturer's recommended storage guidelines, description of inspection/maintenance activities performed, and signature of party performing inspection/maintenance.

### **3.03 INSTALLATION**

- A. Inspect hardware or fittings prior to product installation.
- B. Use anti-galling compound on stainless steel threads used for field assembly.

### **3.04 PROTECTION AFTER INSTALLATION**

- A. Provide substantial coverings as necessary to protect installed products from damage from traffic and subsequent construction operations.
  - 1. Remove covering when no longer needed.
  - 2. Replace corroded, damaged, or deteriorated equipment, product, or parts before acceptance of the project.
- B. Update equipment log with monthly pay applications.
  - 1. Data includes as a minimum: Description of maintenance activities performed in accordance with the manufacturer's recommendation and industry standards and signature of party performing maintenance.

END OF SECTION

**SECTION 01757**

**DISINFECTION**

**PART 1 GENERAL**

**1.01 SUMMARY**

- A. Section includes: Cleaning and disinfection requirements for new and existing facilities affected by the Work.

**1.02 REFERENCES**

- A. American Water Works Association (AWWA):
  - 1. C651 - Disinfecting Water Mains.
  - 2. C652 - Disinfection of Water Storage Facilities.
  - 3. C653 - Disinfection of Water Treatment Plants.
- B. U.S. Environmental Protection Agency (EPA):
  - 1. Method 524.2 Measurement of Purgeable Organic Compounds in Water by Capillary Column Gas Chromatography/Mass Spectrometry.
  - 2. Safe Drinking Water Act (SDWA).

**1.03 SUBMITTALS**

- A. Submit disinfection test plan which details procedure to be utilized to disinfect the facilities including:
  - 1. Method and locations of disinfectant application.
  - 2. Locations of sampling points.
  - 3. Method of flushing and location of flushing ports (as appropriate for method of chlorination).
  - 4. Method of dechlorination (as appropriate for method of chlorination).
  - 5. Disposal location for chlorinated water (as appropriate for method of chlorination).
- B. Submit disinfection reports and include the following:
  - 1. Date issued.
  - 2. Project name and location.
  - 3. Treatment subcontractor's name, address, and phone number.
  - 4. Type and form of disinfectant used.
  - 5. Time and date of disinfectant injection start.
  - 6. Time and date of disinfectant injection completion.
  - 7. Test locations.
  - 8. Initial and 24-hour disinfectant residuals in milligrams per liter for each outlet tested.
  - 9. Time and date of flushing start.
  - 10. Time and date of flushing completion.
  - 11. Disinfectant residual after flushing in milligrams per liter for each outlet tested.

- C. Submit bacteriological reports and include the following:
  - 1. Date issued.
  - 2. Project name and location.
  - 3. Laboratory's name, certification number, address, and phone number.
  - 4. Time and date of water sample collection.
  - 5. Name of person collecting samples.
  - 6. Test locations.
  - 7. Time and date of laboratory test start.
  - 8. Coliform bacteria test results for each outlet tested.
  - 9. Certification that water conforms or fails to conform to bacterial standards of SDWA.
  - 10. Bacteriologist's signature and bacteriological laboratory's evidence of certification.
- D. Submit required permits, including but not limited to permit clearance.
  - 1. Coordinate with Owner and Engineer to obtain any necessary signatures.

#### **1.04 QUALITY ASSURANCE**

- A. Bacteriological and physical chemistry laboratory: Certified by state in which Project is located.

#### **1.05 PRODUCT DELIVERY, STORAGE, AND HANDLING**

- A. Protect chlorine and bacteriological samples against damage and contamination.
- B. Maintain caution labels on hazardous materials.
- C. Maintain storage room dry and with temperatures as uniform as possible between 60 degrees Fahrenheit and 80 degrees Fahrenheit.

#### **1.06 PROTECTION**

- A. Provide necessary signs, barricades, and notices to prevent persons from accidentally consuming water or disturbing system being treated.

### **PART 2 PRODUCTS**

#### **2.01 MATERIALS**

- A. Disinfectant: Free chlorine in liquid, powder, tablet, or gas form in accordance with AWWA C653.
- B. Dechlorination agent: Sulfur dioxide, sodium bisulfate, sodium sulfite, or sodium thiosulfate in accordance with AWWA C653.

## **PART 3 EXECUTION**

### **3.01 PRELIMINARY CLEANING**

- A. Rigorous sanitary procedures shall be followed to prevent contamination within the tank, including but not limited to the following:
  - 1. Whenever existing piping is opened to the atmosphere, all openings shall be immediately covered with polyethylene and sealed with tape.
  - 2. Once a tank is drained, exercise extreme caution to prevent debris or contaminants from entering the tank.
  - 3. Follow the preventative contamination measures described in AWWA C651 Section 4.3 Preventative and Corrective Measures During Construction.
  - 4. Upon reassembly of piping, and before closures, disinfect the interior of all pipe and fittings, (particularly valves, couplings and sleeves) used on make the repairs by swabbing or spraying with a 1% hypochlorite solution before they are installed, all in accordance with AWWA C651.
  - 5. Fill tank to the level equal with the top of inlet piping.
  - 6. Sample and Test the contents of the tank in accordance with AWWA C652, Section 5: Verification.
  - 7. Once test results confirm that the water quality is appropriate for distribution, promptly return the tank to service.
- B. Clean newly constructed and/or modified facilities, including conveyance facilities, such as pipes and channels at the plant, in accordance with AWWA C653 and the following:
  - 1. Remove water, paint flakes, sediment, dirt, and foreign material accumulated during cleaning.
  - 2. Remove by flushing or other means, soil and debris from water pipes and channels in accordance with AWWA C651.
  - 3. Protect surfaces from adverse environmental exposure between the preliminary cleaning and the disinfection stages.
- C. Prior to chlorination, clean newly constructed and/or modified facilities to be disinfected in accordance with AWWA C651, C652, or C653, as applicable.
- D. Contractor shall provide necessary blind flanges, hoses, sample taps, or any other appurtenances that may be required to clean and disinfect the piping and wetted surfaces.

### **3.02 SURFACES TO BE DISINFECTED**

- A. Disinfect wetted surfaces associated with pipes, fittings, valves, and couplings.
- B. Piping systems that are used to convey water, solutions, or chemicals to potable water facilities.

### **3.03 DISINFECTION OF WATER LINES**

- A. Cleaning:
  - 1. Remove soil and debris in accordance with AWWA C652 prior to chlorination.
- B. Inspection:
  - 1. Verify that water system is completed and cleaned of soil and debris prior to chlorination.
  - 2. Start disinfection when conditions are satisfactory.
- C. System treatment:
  - 1. Perform disinfection of water lines and structures in accordance with AWWA C651, C652, and C653, and as specified in this Section.

### **3.04 REPAIRS OR CONNECTIONS TO EXISTING LINES**

- A. Clean and sterilize the interior surfaces of new piping, fittings, equipment, and appurtenances to be installed in an existing potable water system or connected to an existing system.
- B. Clean and sterilize the existing pipe or facilities for a minimum distance of 3 pipe diameters back from the ends of the pipe. Plug the ends of the line when work is not being performed on the pipe.
- C. Perform sterilization by swabbing each item with a concentrated chlorine solution.
  - 1. Each piece is to be disinfected prior to being assembled for installation in the existing pipe.
  - 2. Disinfect each piece just prior to assembly to help prevent recontamination.
  - 3. Plug the ends of the assembly until a new item is to be added to the assembly.
  - 4. Store disinfected materials on blocks to prevent contact with the ground.

### **3.05 DISPOSAL OF CHLORINATED WATER**

- A. Dispose of chlorinated water in accordance with the submitted disinfection test plan and applicable requirements of federal, state, county, and city having jurisdiction over disposal of hazardous wastes in location of the Project and disposal site.
- B. Chlorinated water may only be disposed of in a sanitary sewer system with the written permission of the Owner. If allowed, discharge the chlorinated water at a low rate so it does not surcharge the sewer line.

### **3.06 BACTERIOLOGICAL TEST**

- A. Instruct bacteriological laboratory to collect water samples no sooner than 24 hours after start of disinfection of each facility.
- B. A minimum of 24 hours after flushing system and within 24 hours before the water main is placed in service, collect bacteriological quality samples at each of following locations and other locations in accordance with the submitted disinfection test plan and Standard Methods for the Examination of Water and Wastewater:
  - 1. Where water enters system.

2. Inlet piping.
  3. Ends of piping runs.
  4. Drain lines.
  5. Remote outlets.
  6. Tanks.
- C. Analyze water samples in accordance with Standard Methods for Examination of Water and Wastewater.
- D. When bacteriological test proves water quality to be unacceptable, repeat disinfection treatment process until water meets quality standards for disinfection.

END OF SECTION

**SECTION 02551**

**TEMPORARY ISOLATION PLUG**

**PART 1 GENERAL**

**1.01 SUMMARY**

- A. Section includes:
- B. Section includes: Tapping, sleeves and installation for mechanical plug (also referred to as "linestop") deployment in pipelines with diameters equal to or greater than 30 inches.
- C. The Work under this section consists of providing labor, materials, tools, equipment, and services required to install and test tapping sleeves, tapping valves and plug existing pipeline as indicated on the Contract Drawings and as specified within this Section to allow temporary plugging of pipeline.

**1.02 REFERENCES**

- A. American Society of Mechanical Engineers (ASME).
- B. American Water Works Association (AWWA):
  - 1. C213 - Fusion-Bonded Epoxy Coating and Linings for the Interior and Exterior of for Steel Water Pipelines and Fittings.
  - 2. Manual M11 for Steel Water Pipe: - A Guide for Design and Installation.
- C. ASTM International (ASTM):
  - 1. A36 – Standard Specification for Carbon Structural Steel.
  - 2. A285 - Standard Specification for Pressure Vessel Plates, Carbon Steel, Low- and Intermediate-Tensile Strength.
  - 3. D2000 - Standard Classification System for Rubber Products in Automotive Applications.

**1.03 SUBMITTALS**

- A. Submit as specified in Section 01300 - Submittal Procedures.
- B. Experience summary and references for specialty contractor to perform work.
- C. Submit qualifications and certificate from equipment manufacturer certifying operators are qualified to operate manufacturer's hot tap and plugging equipment.
- D. Product data: Description of tapping valves/plugging procedure and equipment to be used. Identify any special procedures required during and or after tapping procedure for the specified pipe material being tapped.

- E. Shop drawings for tapping saddle, completion plug, tapping valves, blind flange, and associated appurtenances.
- F. Execution plan:
  - 1. Identify excavation size and clearances required.
  - 2. Schematic of deployed equipment and plan for securing the excavation while plug is installed.
  - 3. Tapping procedure to retain coupon.
  - 4. Information, including any required calculations showing how components will be supported without bearing on existing pipes.
- G. Monitoring and emergency removal plan including removal time and number of personnel required.
  - 1. Contact information for staff who will operate linestop and be available 24 hours per day, 7 days a week, in the event that the linestop needs to be opened prior to disassembly.

#### **1.04 QUALITY ASSURANCE**

- A. Contractor's qualifications:
  - 1. Tapping and plug deployment work shall be performed by a specialty contractor that has successfully performed 48-inch diameter and larger hot taps and plugs on past projects.
  - 2. On-site field technician shall have a minimum 5 years of experience with performing hot tap/plug deployment.
  - 3. Submit list of at least 3 separate, qualifying projects completed within the last 10 years that include the satisfactory set-up, operation, and maintenance of a plugging system.

### **PART 2 PRODUCTS**

#### **2.01 TAPPING SLEEVE**

- A. Manufacturers: One of the following or equal:
  - 1. JCM Industries, Model 442.
  - 2. Romac Model 420.
- B. Sleeve shall consist of segments that bolt together on the pipe, 1 segment incorporates a sealing gasket around the nozzle opening to seal against the pipeline.
  - 1. Segments of the sleeve shall be fabricated to accurately conform to the outside diameter of the host pipe and to provide reinforcement.
  - 2. The sleeve shall be in accordance with AWWA Manual M11 for Steel Water Pipe - A Guide for Design and Installation.
- C. Body: Minimum 1/2-inch thick ASTM A285 Grade C or ASTM A36 Carbon Steel.
- D. Nozzle:
  - 1. Diameter: 30 inches.



2. Flange: ASME 150 pounds drilling, carbon steel.
  3. Testport: 3/4-inch NPT.
- E. Hardware: Type 304 (18-8) stainless steel.
- F. Finish: Fusion-bonded epoxy coating in accordance to AWWA C213.
- G. Gasket:
1. EPDM. Molded rubber with a pressure activated hydro mechanical design.
  2. Gasket is bonded into a cavity for internal and external retention.
- H. Temporary isolation valve: in accordance with plug manufacturer requirements.
- I. Bleed tap: 12-inch tap with AWWA gate valve and plug on side of fitting to confirm isolation, to bleed air from system and to equalize pressure.

## **2.02 DESIGN AND PERFORMANCE REQUIREMENTS – PLUGGING SYSTEM**

- A. The plugging system shall have the capability to plug the pipeline and be left in place without requiring continuous monitoring. The plug must be capable of removal and reinsertion as needed.
- B. Tapping sleeve, valve and plugging system shall be designed at 150 percent of the operating pressure of the pipeline.
- C. The means and methods of accomplishing and maintaining the plugging system and associated facilities is the sole responsibility of the Contractor.
- D. Plugging equipment may not bear upon the existing pipe or joints.
1. Support plan must be provided to transfer loads if necessary.
- E. Contractor shall be liable for cleanup, damages, and resultant fines in the event of spills, leaks or backups associated with the plugging system, which includes commissioning, operation, and decommissioning of the plugging system.
- F. Contractor will need to field verify pipe diameter or provide plan for tapping and plugging pipe without detailed dimension.
- G. Plug must be capable of removal within 1-hours of notice to remove in the case of bypass failure. Equipment and staff must be available to meet this removal requirement 24-hours a day/ 7-days a week during plug deployment.
- H. Contractor shall coordinate the temporary line plug with the bypass pumping plan as specified in Section 02552 - Temporary Bypass Piping.
- I. Existing pipe information:
1. Pipe: 30-inch and 48-inch steel.
  2. Pipe material: CML&C (to be verified by Contractor).
  3. Nominal Inner diameter approximate: 30 and 48-inches.
  4. Outer diameter, approximate: 34 and 52- inches.
  5. Maximum operating pressure: 100 pounds per square inch.

6. Maximum velocity at time of plugging: 6 foot per second.
7. Contents: Chloraminated potable water.

## **2.03 PLUGGING MACHINERY**

- A. Furnish folding-head plug capable of pressure tight seal against inside diameter of existing pipe designed at 150 percent the operating pressure of the pipeline.
- B. Plugging mechanism is advanced and retracted from the pipeline by means of hydraulic or mechanical actuator.
- C. When retracted the plug head is housed in pressure-tight chamber between the actuator and tapping valve.
- D. Plug shall be capable of displacing accumulated grit deposits in interior of the pipe while advancing to its final position and have molded rubber or polyurethane sealing element around its perimeter and supply workable seal with interior diameter when fully advanced.
- E. The tapping procedure to retain the coupon shall be presented at time of submittal.
- F. The equipment shall be folding-type assembly to allow for a reduced entry hole instead of a full size cut to retain the pipe stability.
- G. Installer shall provide means to address sealing issues caused by out-of-round and pipe imperfections.

## **PART 3 EXECUTION**

### **3.01 GENERAL**

- A. Upon providing the required advance notice to the Owner and receiving authorization,
- B. Contractor shall excavate the existing pipe at the proposed tap locations prior to ordering the tapping sleeve or saddle.
- C. Contractor shall fully expose the pipe within the limits of the proposed tapping sleeve or saddle and shall verify the type of existing pipe, the outside diameter, roundness, joint length and condition of the pipe on which the tapping sleeve/saddle is to be installed.
- D. If any existing joint, fitting, tap, or other obstruction is located at the proposed tap location, the Contractor shall coordinate with the Engineer to determine the appropriate adjustment to the proposed tap location.

- E. All equipment and materials that may come into contact with the pipeline contents, shall first be disinfected in accordance with AWWA standards and as specified in the Contract Documents.
- F. Temporary bypass piping shall be installed, as schematically indicated on the Drawings. Piping and valves shall be 30" diameter. Adequately restrain all piping to prevent movement.

### **3.02 INSTALLATION**

- A. Operating conditions (e.g. flow rates, operating pressure, etc.) shall be confirmed with the Owner or Engineer prior to ordering materials. Equipment and methods used to perform the tap shall be appropriate for the operating conditions.
- B. Install the sleeve and valve in strict accordance with the manufacturers' instructions and requirements of the Contract Documents.
  - 1. Tapping sleeve/saddle outlets shall be installed vertical.

### **3.03 FIELD QUALITY CONTROL**

- A. Perform a hydrostatic test of the tapping sleeve and valve assembly after installation of the tapping sleeve and valve, but prior to making the tap.
  - 1. Test to a pressure equal to 1.5 times the maximum operating pressure.
  - 2. Test duration: 2 hours.
- B. Bolts and nuts shall be kept clean and shall be handled carefully.
  - 1. Bolts and nuts shall be kept free of nicks and shall not be tossed or thrown. Bolts/nuts shall not be over-torqued.
  - 2. Stainless steel bolts and nuts shall be assembled with an anti-seize coating to prevent galling.

END OF SECTION

**SECTION 02553**

**TEMPORARY BYPASS PIPING**

**PART 1 GENERAL**

**1.01 SUMMARY**

- A. Section includes: Requirements for temporary bypass piping for potable water, as needed to complete the Work.

**1.02 GENERAL REQUIREMENTS**

- A. Provide all necessary labor, tools, materials, and supervision to provide temporary bypass piping and valves in accordance with the requirements of this Section.
- B. Operate and maintain bypass piping facilities including, but not limited to, piping, valves, and monitoring until the involved portion(s) of the Work have been completed to the satisfaction of the Engineer.
- C. Bypassing potable water in a way that ensures that no water is allowed to leak outside of the bypass system.
- D. Coordinate the placement of the bypass piping and pumping equipment with the Owner.
- E. The means and methods of accomplishing and maintaining the temporary bypass pumping and associated facilities shall be the sole responsibility of the Contractor.
- F. Except as otherwise specified or authorized in writing, no interruption of water flow shall be permitted throughout the duration of the project.
- G. Take precautions to prevent any potential spillage of chloraminated water from entering the stormwater system. All discharges must be dechlorinated prior to entering the stormwater system.
- H. Temporary bypass pumping operation:
  - 1. Limited to the days and times indicated, unless approved in writing by the Engineer.
  - 2. Continuous operation for 24 hours per day and 7 days per week is anticipated during the period of Work.
- I. Monitor temporary bypass piping.
- J. Upon completion of bypass operation, remove all temporary components and restore area to pre-Work conditions.

### **1.03 SUBMITTALS**

- A. Prepare and submit a project-specific bypass piping plan with completed potable water bypass piping checklist.
  - 1. Be advised that the bypass plan must provide accessibility for plant operators and vehicular traffic in accordance with Owner requirements.
- B. Potable water bypass piping plan: Include the following at a minimum:
  - 1. Alignment and points of connection
  - 2. Pipe, fittings, and valves materials, joints, details
  - 3. Disinfection plan
  - 4. Pipe thrust and restraint types, sizes, and locations.
  - 5. Temporary pipe supports and anchoring required.
  - 6. Schedule that shows duration of temporary bypass including milestones for installation, maintenance, and removal of equipment and accessories.
  - 7. Means and methods of installing, operating, monitoring, and maintaining the temporary bypass.
  - 8. Address access for plant operators and vehicular traffic.
  - 9. Mechanical plan showing equipment, valves, pipe sizes and locations, pipe materials, dimensions, vehicle access (where applicable), plant operator access (where applicable).
  - 10. Proposed type and location of linestops.
  - 11. Catalog cutsheets for, pipe and fittings, valves, other equipment.
  - 12. Emergency response plan.
  - 13. Monitoring plan.

### **1.04 QUALITY ASSURANCE**

- A. Contractor's qualifications:
  - 1. Minimum 5 years of experience in performing substantially similar temporary bypass operations.
  - 2. Submit evidence of satisfactory operation of temporary bypass facilities similar to those specified in at least 5 separate projects in accordance with the specifications, including references.
- B. Fulfillment of the specified experience requirements shall be a condition of acceptance.

## **PART 2 PRODUCTS**

### **2.01 CAPACITY**

- A. Pumps, piping and accessories: Of adequate capacity and size to handle the range of wastewater flows from minimum flow to peak flow.
- B. Piping, fittings, and all accessories shall withstand 100 psi.

- C. Maintain sufficient on site equipment and materials to ensure continuous and successful operation of the bypass system.
  - 1. Maintain on site a sufficient number of valves, tees, elbows, connections, tools, pipe plugs, piping, and other parts or system hardware to ensure immediate repair or modification of any part of the bypass system as necessary.

## **2.02 BYPASS PIPING**

- A. Use HDPE, ductile iron, or steel piping for the temporary bypass system.
- B. Piping integrity: 0 leakage:

## **PART 3 EXECUTION**

### **3.01 GENERAL**

- A. Notify the Owner and Engineer a minimum of 14 days prior to the Work and notify the Engineer at least 24 hours prior to bypassing or diverting flow
- B. Before taking pipeline out of service, verify that bypass system is fully operational and acceptable to Engineer.

### **3.02 PROTECTION**

- A. Be responsible for all bypass flows:
  - 1. Inspect the entire bypass pumping and piping system for leaks or spills at a frequency of not less than 2 times per day, including weekends and holidays.
  - 2. Do not shutdown the temporary bypass system between shifts, on holidays or weekends, or during work stoppages without written permission from the Engineer.
- B. Provide trained and qualified attendants to monitor the bypass until it is no longer required. The attendants shall:
  - 1. Be capable of performing piping maintenance required.
  - 2. Have cellular phones for communication with the Contractor and the Owner in the event of emergencies.
- C. Implement measures to prevent interference between plant staff and the bypass system.
- D. Take precautions to protect all bypass lines from damage.
  - 1. Clearly identify above ground portions of the bypass lines by flashers, fencing, or other means to warn of their presence.
- E. Protect existing pipes, including coatings. Repair any damage to existing pipes to pre-Work conditions.

### **3.03 FIELD QUALITY CONTROL**

- A. Hydrostatic pressure test:
  - 1. Prior to operation, test each section of discharge piping with maximum pressure equal to 1.5 times the maximum operating pressure.
  - 2. Conduct test for a duration of 2 hours.
  - 3. Test using chloraminated potable water.
  - 4. Disinfect and perform bacteria test per Section 01757 – Disinfection.
  - 5. Place the line in service after test if the pressure has been maintained and there are no observable leaks, and negative bacteria tests have been received.
  - 6. Notify Engineer at least 24 hours prior to testing.
- B. Inspection:
  - 1. Inspect temporary bypass piping system at a minimum of every 12 hours.
  - 2. Inspection log: Update after each inspection and provide to Engineer upon request.

### **3.04 CLEAN-UP**

- A. Disturbed areas: Upon completion of bypass operation, clean disturbed areas, restoring to original condition, including turf restoration, at least equal to that which existed prior to start of Work.

### **3.05 SYSTEM CONDITIONS**

- A. Maximum operating pressure = 100 psi.
- B. Minimum diameter = 30 inches.

END OF SECTION

**SECTION 09960**

**HIGH-PERFORMANCE COATINGS**

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**ATTACHMENT A - SCHEDULE OF SURFACES TO BE COATED**

**ATTACHMENT B - COATING DETAIL SHEETS**



## **PART 1 GENERAL**

### **1.01 SUMMARY**

- A. Section includes: Coatings, including coating systems, surface preparation, application requirements, and quality control requirements.

### **1.02 REFERENCES**

- A. ASTM International (ASTM):
  - 1. D16 - Standard Terminology for Paint, Related Coatings, Materials, and Applications.
  - 2. D2200 – Standard Practice for Use of Pictorial Surface Preparation Standards and Guides for Painting Steel Surfaces.
  - 3. D3359 - Standard Test Methods for Rating Adhesion by Tape Test.
  - 4. D3960 - Standard Practice for Determining Volatile Organic Compound (VOC) Content of Paints and Related Coatings.
  - 5. D4262 - Standard Test Method for pH of Chemically Cleaned or Etched Concrete Surfaces.
  - 6. D4263 - Standard Test Method for Indicating Moisture in Concrete by the Plastic Sheet Method.
  - 7. D4285 - Standard Test Method for Indicating Oil or Water in Compressed Air.
  - 8. D4414 - Standard Practice for Measurement of Wet Film Thickness by Notch Gages.
  - 9. D4417 - Standard Test Methods for Field Measurement of Surface Profile of Blast-Cleaned Steel.
  - 10. D4541 - Standard Test Methods for Pull-Off Strength of Coatings Using Portable Adhesion Testers.
  - 11. D4787 - Standard Practice for Continuity Verification of Liquid or Sheet Linings Applied to Concrete Substrates.
  - 12. D5162 - Standard Practice for Discontinuity (Holiday) Testing of Nonconductive Protective Coating on Metallic Substrates.
  - 13. D7234 - Standard Test Method for Pull-Off Adhesion Strength of Coatings on Concrete Using Portable Pull-Off Adhesion Testers.
  - 14. E337 - Standard Test Method for Measuring Humidity with a Psychrometer (the Measurement of Wet- and Dry-Bulb Temperatures).
  - 15. F1869 - Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride.
  - 16. F2170 - Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using In-situ Probes.
- B. International Concrete Repair Institute (ICRI):
  - 1. 310.2 - Guideline for Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings, Polymer Overlays, and Concrete Repair.
- C. NACE International (NACE):
  - 1. SP0178 - Design, Fabrication, and Surface Finish Practices for Tanks and Vessels to Be Lined for Immersion Service.
  - 2. SP0188 - Discontinuity (Holiday) Testing of New Protective Coatings on Conductive Substrates.

- D. National Association of Pipe Fabricators (NAPF):
  - 1. 500-03 - Surface Preparation Standard for Ductile Iron Pipe and Fittings in Exposed Locations Receiving Special External Coatings and/or Special Internal Linings.
- E. NSF International (NSF):
  - 1. 61 - Drinking Water System Components - Health Effects.
- F. Occupational Safety and Health Administration (OSHA).
- G. Society of Protective Coatings (SSPC):
  - 1. Glossary - SSPC Protective Coatings Glossary.
  - 2. Guide 6 - Guide for Containing Surface Preparation Debris Generated during Paint Removal Operations.
  - 3. Guide 15 - Field Methods for Retrieval and Analysis of Soluble Salts on Steel and Other Nonporous Substrates.
  - 4. PA 1 - Shop, Field, and Maintenance Painting of Steel.
  - 5. PA 2 - Procedure for Determining Conformance to Dry Coating Thickness Requirements.
  - 6. PA 9 - Measurement of Dry Coating Thickness Using Ultrasonic Gages.
  - 7. QP 1 - Standard Procedure for Evaluating the Qualifications of Industrial/Marine Painting Contractors.
  - 8. SP 1 - Solvent Cleaning.
  - 9. SP 3 - Power Tool Cleaning.
  - 10. SP 5 - White Metal Blast Cleaning.
  - 11. SP 10 - Near-White Metal Blast Cleaning.
  - 12. SP 11 - Power Tools Cleaning to Bare Metal.
  - 13. SP 13 - Surface Preparation of Concrete.
  - 14. SP 16 - Brush-Off Blast Cleaning of Coated and Uncoated Galvanized Steel, Stainless Steels, and Non-Ferrous Metals.
  - 15. SP COM - Surface Preparation Commentary.
  - 16. SP VIS 1 - Guide and Reference Photographs for Steel Surfaces Prepared by Dry Abrasive Blast Cleaning.
  - 17. SP WJ-1 - Waterjet Cleaning of Metals -- Clean to Bare Substrate.
  - 18. SP WJ-2 - Waterjet Cleaning of Metals -- Very Thorough Cleaning.
  - 19. SP WJ-3 - Waterjet Cleaning of Metals -- Thorough Cleaning.
  - 20. SP WJ-4 - Waterjet Cleaning of Metals -- Light Cleaning.

### 1.03 DEFINITIONS

- A. Definitions used in this Section are in accordance with definitions referenced in ASTM D16, ASTM D3960, and SSPC Glossary of Definitions.
- B. Specific definitions:
  - 1. Abrasive: Material used for blast cleaning, such as sand, grit, or shot.
  - 2. Abrasive Blast Cleaning: Cleaning/surface preparation by abrasive propelled at high speed.
  - 3. Anchor Pattern: Profile or texture of prepared surface(s).
  - 4. Biogenic Sulfide Corrosion: Corrosion caused by sulfuric acid formed when *Thiobacillus* bacteria metabolizes hydrogen sulfide.

5. Bug Holes: Small cavities resulting when air bubbles are entrapped in the surface of formed concrete during placement and consolidation.
6. System: Protective film with 1 or more coats applied in a predetermined order, including surface preparation and quality control requirements.
7. Coating/Paint/Lining Thickness: Total thickness of primer, intermediate, and/or finish coats after drying or curing.
8. Dew point: Temperature a given air/water vapor mixture starts to condense.
9. Drying Time: Time interval between application and material curing.
10. Dry to Recoat: Time interval between material application and its ability to receive the next coat.
11. Dry to Touch: Time interval between material application and its ability to tolerate a light ouch without coating damage.
12. Exposed Surface: Any indoor or outdoor surface not buried or encased.
13. Feather Edging: Reducing coating thickness at its edge to blend with existing surrounding coating.
14. Feathering: Tapering off a wet edge with a comparatively dry brush.
15. Ferrous: Cast iron, ductile iron, wrought iron, and all steel alloys except stainless steel.
16. Field Coat: Application of a surface coating system at the work site.
17. Finish Coat: Final coat in a paint system, including texture, color, smoothness of surface, and other properties affecting appearance.
18. Hold Point: A defined point, specified in this Section, at which work shall be halted for inspection.
19. Holiday: A discontinuity, skip, void, or pinhole in coating or coating system film that exposes the substrate.
20. Honeycomb: Segregated and porous surface of hardened concrete due to insufficient consolidation.
21. Hydroblast: High or ultra-high-pressure water jet surface preparation.
22. Incompatibility: One coating's inability to overlay another coating or surface as evidenced by bleeding, poor bonding, or lifting of old coating; inability of a coating to bond to a substrate.
23. Immersed/Immersion: A service condition in which substrate is submerged, is immediately above liquids, or is subject to frequent wetting, splashing, or washdown.
24. Laitance: A thin, weak, brittle layer of cement and aggregate fines on a concrete surface.
25. Mil: 0.001 inch.
26. Overspray: Dry spray, particularly paint bonded to an unintended surface.
27. Pinhole: A small diameter discontinuity in a coating or coating system film, created by offgassing from a void in a concrete or masonry substrate causing a void between coats or exposing the substrate. Usually caused by coating application while temperature is rising.
28. Pot Life: Time interval after components are mixed and coating can be satisfactorily applied.
29. Prime Coat: First full paint coat applied to a surface when using a multicoat system. Primers adhere to a new substrate, protect the substrate, and promote adhesion of subsequent coats of paint. The prime coat on metal surfaces is the first full coat and does not include solvent wash, grease emulsifiers, or other pretreatment applications.

- 30. Resurfacer/Resurfacing Material: A layer of cementitious and/or resin-based material used to fill or otherwise restore surface continuity to worn or damaged concrete surfaces.
- 31. Shelf Life: Maximum storage time a material may be stored without losing its usefulness.
- 32. Shop Coat: 1 or more coats applied in an off-site shop or plant before shipment to work site where field or finishing coat(s) are applied.
- 33. Spreading Rate: Area covered by a unit volume of paint at a specific thickness.
- 34. Stripe Coat: A separate brush coat of paint applied to all weld seams, pits, nuts/bolts/washers, and edges. This coat shall not be applied until previous coats have cured. Once applied, the coat shall be allowed to cure before subsequent coats are applied.
- 35. Tie Coat: An intermediate coat that bonds different types of paint material, improving succeeding coat adhesion.
- 36. Thick Film Coating System: A coating system applied with a minimum dry film thickness of 25 mils.
- 37. Touch-Up Painting: Application of paint on previously painted surfaces to repair marks, scratches, and deteriorated or damaged areas to restore the appearance and performance of the coating.
- 38. Water Blast: An alternative to air abrasive blast cleaning that can be used with or without abrasive injection. Water cleaning at pressures up to 5,000 pounds per square inch is called low-pressure water cleaning or power washing. High-pressure water cleaning uses water pressures between 5,000 and 10,000 pounds per square inch. Water jetting is water blasting with added abrasive at pressures between 10,000 and 25,000 pounds per square inch. Ultra-high-pressure water jetting is water blasting at pressures above 25,000 pounds per square inch.
- 39. Weld Splatter: Beads of non-structural weld metal that adhere to the surrounding surface, removed as part of surface preparation.

#### **1.04 ABBREVIATIONS**

- A. CSM - Coating System Manufacturer.
- B. CMU - Concrete Masonry Units.
- C. CSA - Coating System Applicator. Specialty subcontractor retained by the Contractor to install the coating systems specified in this Section.
- D. CTR - Coating System Manufacturer's Technical Representative.
- E. DFT - Dry-Film Thickness. Thickness of cured film, usually expressed in mils (0.001 inch).
- F. SSD - Surface Saturated Dry. Refers to concrete surface condition where the surface is saturated (damp) without the presence of standing water.
- G. TPC - Technical Practice Committee.

- H. VOC - Volatile Organic Compound. Portion of the coating that is a compound of carbon, is photochemically reactive, and evaporates during drying or curing; expressed in grams per liter (g/l) or pounds per gallon (lb/gal). VOC is determined by EPA Method 24.
- I. WFT - Wet Film Thickness. Coating thickness as measured immediately after application. Usually expressed in mils (0.001 inch).

## **1.05 SUBMITTALS**

- A. As specified in Section 01330 - Submittal Procedures, submit the following:
  - 1. Schedule of proposed coating materials.
  - 2. Schedule of surfaces to be coated with each coating material.
  - 3. Dehumidification and heating plan.
  - 4. Product data:
    - a. Physical properties of coatings, including the following:
      - 1) Solids content.
      - 2) Ingredient analysis.
      - 3) VOC content.
      - 4) Temperature resistance.
      - 5) Typical exposures and limitations.
      - 6) Manufacturer's standard color chips.
    - b. Compliance with regulatory requirements:
      - 1) VOC limitations.
      - 2) Lead compounds and polychlorinated biphenyls.
      - 3) Abrasives and abrasive blast cleaning techniques and disposal.
      - 4) Methods for tenting blasting areas and methods to protect existing equipment from dust and debris.
      - 5) NSF certification of coatings for potable water supply systems.
    - c. CSM's current printed recommendations and product data sheets for coating systems, including:
      - 1) Surface preparation recommendations.
      - 2) Primer type.
      - 3) Maximum dry and wet-mil thickness per coat and number of coats.
        - a) Coating Coverage Worksheets.
      - 4) Minimum and maximum curing time between coats, including atmospheric conditions for each.
      - 5) Curing time before submergence in liquid.
      - 6) Thinner to be used for each coating.
      - 7) Ventilation requirements.
      - 8) Minimum and maximum atmospheric conditions during which the paint shall be applied.
      - 9) Allowable application methods.
      - 10) Maximum allowable substrate moisture content.
      - 11) Maximum shelf life.
      - 12) Requirements for transportation and storage.
      - 13) Mixing instructions.
      - 14) Shelf life.
      - 15) Material Pot life.
      - 16) Precautions for applications free of defects.
      - 17) Method of application.

- 18) Drying time of each coat, including prime coat.
- 19) Compatible prime coats.
- 20) Limits of ambient conditions during and after application.
- 21) Required protection from sun, wind, and other conditions.
- 22) Touch-up requirements and limitations.
- 23) Minimum adhesion of each system submitted in accordance with ASTM D4541 and ASTM D7234.
- d. Samples: Include 8-inch square drawdowns or brushouts of topcoat finish when requested. Identify each sample as to finish, formula, color name and number, sheen name, and gloss units.
- e. Affidavits signed by an officer of the CSM's corporation attesting to full compliance of each coating system component with current federal, state, and local air pollution control regulations and requirements.
- f. List of cleaning and thinner solutions allowed by the CSMs.
- g. Storage requirements, including temperature, humidity, and ventilation for Coating System Materials as recommended by the CSMs.
- h. Thick film coating systems (greater than 25 mils):
  - 1) CSM's detailed written instructions for coating system treatment and graphic details for coating system terminations in coated structures, including pipe penetrations, metal embedments, gate frames, and other terminations encountered.
  - 2) Include detail treatment for coating system at concrete joints.
  - 3) Manufacturer's Representative's (CTR) Field Reports.
- 5. Quality assurance submittals:
  - a. Quality assurance plan.
  - b. Qualifications of CSA, including:
    - 1) List of Similar Projects.
      - a) Name and address of project.
      - b) Year of installation.
      - c) Year placed in operation.
      - d) Point of contact: Name and phone number.
    - 2) Provide a minimum of 5 project references, each including contact name, address, and telephone number where similar coating work has been performed by their company in the past 5 years.
  - c. CSA Reports:
    - 1) Written daily quality control inspection reports.
  - d. CTR Reports:
    - 1) Reports on visits to project site to view and approve surface preparation of structures to be coated.
    - 2) Reports on visits to project site to observe and approve coating application procedures.
    - 3) Reports on visits to coating plants to observe and approve surface preparation and coating application on shop-coated items.

## **1.06 QUALITY ASSURANCE**

- A. CSA qualifications:
  - 1. Minimum of 5 years of experience applying specified type or types of coatings under conditions similar to those of the Work:
    - a. Provide qualifications of applicator and references listing 5 similar projects completed in the past 5 years.
  - 2. SSPC QP 1 certified.
  - 3. Manufacturer-approved applicator when manufacturer has approved applicator program or when required in these specifications.
- B. CTR qualifications:
  - 1. Certification, one of the following:
    - a. NACE Level 2 or 3 Certified Coating Inspector.
    - b. SSPC Level 3 Protective Coatings Inspector.
  - 2. Minimum of 5 years of experience evaluating application of manufacturer's coatings under conditions similar to those of the Work:
    - a. Provide CTR qualifications and references listing 5 similar projects completed in the past 5 years.
- C. Regulatory requirements: Comply with governing agencies' regulations by using coatings conforming to their VOC limits.
  - 1. Lead-based coatings are not permitted.
  - 2. Do not use coal-tar epoxy in contact with drinking water or exposed to ultraviolet radiation.
- D. Pre-installation conference: Conduct as specified in Section 01312 - Project Meetings.
  - 1. Coordinate Hold Point schedule
- E. Obtain approval before coating other surfaces. Use products by same manufacturer for prime coats, intermediate coats, and finish coats on same surface, unless specified otherwise.
- F. CSM services:
  - 1. CSA shall arrange for CTR to attend pre-installation conference.
  - 2. Visit the project site periodically to consult on and inspect specified surface preparation and application Hold Points.
  - 3. CTR shall provide written inspection reports.
- G. Quality control requirements:
  - 1. Contractor shall be responsible for the workmanship and quality of the coating system installation.
    - a. Inspections by Owner, Engineer, CSA, or CTR will not relieve or limit Contractor's responsibilities.
  - 2. Conform to this specification's requirements and the standards referenced in this Section. Changes in the coating system application requirements will be allowed only with the Engineer's written acceptance.

3. Specially trained crews with experience applying the specified coating system coating are required for:
  - a. Coating application using plural component spray equipment or other specialty equipment.
  - b. Coating with specialty linings for severe service conditions, including floor coatings, and with linings for corrosive headspaces or secondary containment areas.
4. CTR shall specially train personnel for coating systems as specified in Attachment B - Coating Detail Sheets.
  - a. CSM shall approve personnel in writing applying the coating system.
5. Do not use contaminated, outdated, diluted materials, and/or materials from previously opened containers.
6. Conduct and continually inspect work so the coating system is installed as specified. The CSM shall provide written directions to correct coating work not conforming to the specifications or is otherwise unacceptable.
7. Provide written daily reports summarizing test data, work progress, surfaces covered, ambient conditions, quality control inspection test findings, and other information pertinent to the coating system application.
  - a. Determine relative humidity in accordance with ASTM E337. Confirm other conditions, such as proper protective measures for surfaces not to be coated and safety requirements for personnel.
    - 1) Measure daily at shift's beginning and end and at intervals not to exceed 4 hours during the shift.
    - 2) Determine the acceptability of weather and/or environmental conditions within the structure in accordance with the CSM's requirements.
  - b. Monitoring surface preparation: Spot check cleanliness, surface profile, and surface pH testing at least 3 times daily. Check each surface at least once. In accordance with:
    - 1) ASTM D4262.
    - 2) ASTM D4263.
    - 3) ASTM D4417.
    - 4) ICRI 310.2 requirements.
    - 5) SSPC Surface Preparation Standards.
  - c. Confirm that compressed air used for surface preparation or blow-down cleaning is free of oil and moisture.
  - d. Monitor surface preparation daily at shift's beginning and end and at intervals not to exceed 4 hours during the shift.
  - e. Do not apply coatings when environmental conditions are outside of the CSM's published limits.
  - f. Monitoring coatings application: Continuously inspect, measure, and record the wet film thickness and general film quality (visual inspection) for runs, sags, pinholes, holidays, etc. during coating.
    - 1) Perform WFT measurements in accordance with ASTM D4414.
  - g. Post cure evaluation: Measure and inspect the overall dry film thickness on all surfaces. Conduct a DFT survey and perform adhesion testing, holiday detection, or cure testing as required in this Section and/or the CSM's written instructions. Perform all applicable tests in accordance with ASTM D4541, ASTM D4787, ASTM D5162, ASTM D7234, SSPC-PA 1,



SSPC-PA 2, SSPC-PA 9, and other pertinent standards and recommended practices.

- H. Inspection at Hold Points:
  - 1. Conduct inspections at Hold Points during the coating system application and record the results.
  - 2. Coordinate Hold Points with the Engineer so the Engineer can observe Contractor's inspections on a scheduled basis.
  - 3. Provide the Engineer a minimum of 24 hours of notice before conducting Hold Point Inspections.
  - 4. Hold Points shall be as follows:
    - a. At the beginning of coating system application, measure, record, and confirm acceptability of surface and ambient air temperature and humidity. Inspect applicator's equipment for serviceability and suitability for coatings application. Observe conditions during the Pre-application Meeting.

#### **1.07 PRODUCT DELIVERY, STORAGE, AND HANDLING**

- A. Deliver, store, and handle products as specified in Section 01600 - Product Requirements.
- B. Immediately remove unspecified and unapproved coatings from Project site.
- C. Deliver new labeled, unopened containers:
  - 1. Do not deliver materials after manufacturer's expiration date or over 12 months from manufacturing date, whichever is more stringent. Store materials in well-ventilated enclosed structures and protect from weather and excessive heat or cold in accordance with the CSM's recommendations.
    - a. Store flammable materials in accordance with federal, state, and local requirements.
    - b. Store rags and cleanup materials appropriately to prevent fire and spontaneous combustion.
  - 2. Store and dispose of hazardous waste in accordance with federal, state, and local requirements. This requirement specifically applies to waste solvents and coatings.
  - 3. Container labels shall show the following:
    - a. Brand name or product title.
    - b. CSM's batch number.
    - c. CSM's manufacture date.
    - d. CSM's name.
    - e. Generic material type.
    - f. Application and mixing instructions.
    - g. Hazardous material identification label.
    - h. Shelf life expiration date.
    - i. Color.
    - j. Mixing and reducing instructions.
  - 4. Clearly mark containers to indicate safety hazards associated with the use of or exposure to materials.

## **1.08 PROJECT CONDITIONS**

- A. Apply coatings to dry surfaces.
  - 1. Surface moisture: Comply with manufacturer's requirements or as specified in this Section.
- B. Do not apply coatings when the following conditions exist. If such conditions exist, provide containment, covers, environmental controls, and other necessary measures.
  - 1. During rainy, misty, or damp weather, or to surfaces with frost or condensation.
  - 2. When the surface temperature is below 10 degrees Fahrenheit above the dew point.
  - 3. When ambient or surface temperature:
    - a. Is less than 55 degrees Fahrenheit unless manufacturer allows a lower temperature.
    - b. Is less than 65 degrees Fahrenheit for clear finishes, unless manufacturer allows a lower temperature.
    - c. Exceeds 90 degrees Fahrenheit, unless manufacturer allows a higher temperature.
    - d. Exceeds manufacturer's recommendation.
  - 4. When relative humidity is higher than 85 percent.
  - 5. Under dusty or adverse environmental conditions.
  - 6. When light on surfaces measures less than 15 foot-candles.
  - 7. When wind speed exceeds 15 miles per hour.
- C. Apply coating only under evaporation conditions rather than condensation.
  - 1. Use dehumidification equipment, fans, and/or heaters inside enclosed areas to maintain required atmospheric and surface temperature requirements for proper coating application and cure.
  - 2. Measure and record relative humidity and air and surface temperatures at the start and end of each shift to confirm proper humidity and temperature levels inside the work area.
    - a. Submit test results.
- D. Systems:
  - 1. Site electrical power availability as specified in Section 01500 - Temporary Facilities and Controls.
  - 2. Internal combustion engine generators may be used.
    - a. Obtain required permits and provide air pollution and noise control devices on equipment as required by permitting agencies require.
    - b. Comply with state, federal, and local fire and explosion protection measures when locating and operating generator.
    - c. Locate engine generator outside hazardous classified areas per NFPA 820.
    - d. Provide daily fuel service for generator for duration of use.
  - 3. Design and submittals:
    - a. Prepare and submit dehumidification and heating plan, including all equipment and operating procedures.
    - b. Suppliers of services and equipment shall have at least 3 years of experience in similar applications.

## **1.09 MAINTENANCE**

- A. Provide table of products applied organized by surface type. List coating manufacturer, color, color formulation, distributor name, telephone number, and address.

## **1.10 CTR RESPONSIBILITIES**

- A. General:
  - 1. Attend pre-installation conference.
  - 2. Perform onsite application training.
  - 3. Periodically inspect coating system application.
- B. Coating system installation training:
  - 1. Provide a minimum of 1 hour of on-site training for application personnel and supervisory personnel in one of the following ways:
    - a. Train a minimum of 1 supervisory personnel and 1 application personnel.
    - b. Submit a letter from the CSM stating that CSM approves the supervisory and application personnel, listed by name and responsibility, and no additional training is required.
  - 2. Minimum training requirements:
    - a. Explain in detail the mixing, application, curing, and termination requirements.
    - b. Provide hands-on demonstration of coating system mixing.
    - c. Explain in detail the ambient condition requirements for temperature and humidity.
    - d. Explain in detail the surface preparation requirements.
    - e. Explain in detail the re-coat times, cure times, and related ambient condition requirements.
    - f. Write a letter stating that training was satisfactorily completed by the personnel, listed by name and responsibility.
  - 3. Provide special training as specified in the Coating Detail Sheets.
- C. Coating system inspection:
  - 1. CTR inspection is in addition to the CSA's inspection as specified in this Section.
  - 2. Be on-site to oversee:
    - a. Coating application at least once a week.
    - b. End of surface preparation.
    - c. During coating application.
    - d. Post-cure inspection.
  - 3. Routinely inspect and verify in writing that application personnel have successfully performed surface preparation, filler/surfacer application, coating system application, and Quality Control Inspection in accordance with this Section and to warrantable quality.
  - 4. Perform the following activities to confirm conformance with the specifications:
    - a. Inspect ambient conditions during coating system installation at Hold Points for conformance with the specified requirements.
    - b. Inspect each coated surface type and coating system applied to verify the following:
      - 1) Cleanliness.

- 2) Surface pH for concrete substrates.
    - 3) Confirm surface preparation of substrates where coating system will terminate or will be applied for conformance to the specified application criteria.
  - c. Verify surface profile of substrates by completing the following:
    - 1) Inspect preparation and application of coating detail treatment at terminations, transitions, metal embedments in concrete, and joints and cracks in substrates.
    - 2) Inspect application of filler/surfacer materials for concrete and masonry substrates.
    - 3) Verify proper mixing of coating materials.
    - 4) Inspect application of primers and finish coats, including wet and dry film thickness.
    - 5) Inspect coating systems for proper cure times and conditions.
  - d. Review adhesion testing of cured coating systems.
  - e. Review coating system continuity testing.
  - f. Inspect and record representative-localized repairs.
  - g. Conduct final review of completed coating system installation.
  - h. Prepare and submit site visit reports after each site visit to document that the coating work is in accordance with the CSM's Recommendations.
- D. Final report:
- 1. Prepare a final report, after coating work ends, summarizing each day's test data, observations, drawings, and photographs. Include substrate conditions, ambient conditions, and application procedures observed during the CTR's site visits. Include a statement that completed work was performed in accordance with the requirements of the CSM's recommendations.

## **PART 2 PRODUCTS**

### **2.01 DESIGN AND PERFORMANCE CRITERIA**

- A. Coating materials shall be formulated for environments encountered in water treatment processes.
- B. Coating materials that come in contact with water distributed as potable water shall be certified in accordance with NSF 61.

### **2.02 MATERIALS**

- A. General:
  - 1. Product requirements as specified in Section 01600 - Product Requirements.

### **2.03 COATING SYSTEMS IDENTIFICATION**

- A. Naming Conventions: Coating Systems Identifications contain the elements defined in Table 1.

Table 1 - Coating System Identification Elements						
First Element	-	Second Element	-	Third Element	-	Fourth Element (optional)
3 or 4 alpha characters		1-3 alpha characters		1 number		3 or 4 alpha characters
Coating Type		Substrate		System Number		Additional Substrate or Special Condition
Example: EPX	-	C	-	6	-	BSC

- 1) First element identifies the coating type using the following abbreviations:
  - a) ACR: acrylic.
  - b) CTE: coal tar epoxy.
  - c) ELA: elastomeric acrylic.
  - d) EPU: epoxy-polyurethane.
  - e) EPX: epoxy.
  - f) POL: polyurethane.
  - g) SIL: silicone.
  - h) SILX: siloxane or silane.
  - i) VE: vinyl ester.
- 2) Second element identifies the substrate using the following abbreviations:
  - a) C: concrete or masonry.
  - b) F: concrete flooring.
  - c) FRP: fiber-reinforced plastic.
  - d) GM: galvanized metal.
  - e) M: metal.
  - f) PVC: polyvinyl chloride, chlorinated polyvinyl chloride.
- 3) Third element identifies the sequential system number.
  - a) For example, EPX-C-2 is the second standard epoxy coating system for concrete substrates.
- 4) Fourth element is optional and identifies the additional substrate or special condition with the following abbreviations:
  - a) PWS: Potable water service applications (NSF-61 approved).
  - b) BG: Below grade or buried.

## 2.04 PRODUCTS FOR COATING SYSTEMS

- A. Products: As specified in Attachment B - Coating Detail Sheets.
- B. Cleaning solvents:
  1. Requirements for solvent wash, solvent wipe, or cleaner used, including, but not limited to, those used for surface preparation in accordance with SSPC-SP 1:
    - a. Emulsifying type.
    - b. Containing no phosphates.
    - c. Biodegradable.
    - d. Does not damage zinc.
    - e. Compatible with the specified primer.
    - f. Complying with applicable air-quality control board requirements.
  2. Use clean white cloths and clean fluids in solvent cleaning.

## **PART 3 EXECUTION**

### **3.01 GENERAL PROTECTION REQUIREMENTS**

- A. Protect adjacent coated surfaces from coatings and damage associated with coating work. Repair damage resulting from inadequate or unsuitable protection.
- B. Use drop cloths and other coverings to protect adjacent surfaces not to be coated against spatter and droppings.
- C. Mask off surfaces of items not to be coated or remove items from area.
- D. Furnish and deploy sufficient drop cloths, shields, and protective equipment to prevent spray or droppings from fouling surfaces not being coated and, in particular, surfaces within storage and preparation areas.
- E. Place coating waste, cloths, and material that may pose a fire hazard in closed metal containers and remove daily from site.
- F. Remove electrical plates, surface hardware, fittings, and fasteners before coating application. Carefully store, clean, and replace items after completing coating in each area. Do not use solvent or degreasers to clean hardware that may remove permanent lacquer finishes.
- G. Erect and maintain protective enclosures in accordance with SSPC- Guide 6.
- H. Protect the following surfaces from abrasive blasting by masking or by other means:
  - 1. Threaded portions of valve and gate stems, grease fittings, and identification plates.
  - 2. Machined surfaces for sliding contact.
  - 3. Surfaces to be assembled against gaskets.
  - 4. Surfaces of shafting where sprockets will be fit.
  - 5. Surfaces of shafting where bearings will be fit.
  - 6. Machined bronze surfaces, including slide gates.
  - 7. Cadmium-plated items, except cadmium-plated, zinc-plated, or sherardized fasteners used to assemble equipment requiring abrasive blasting.
  - 8. Galvanized items, unless scheduled to be coated.
- I. Protect installed equipment, mechanical drives, and adjacent coated equipment from abrasive blasting to prevent damage caused by spent abrasive blast media, dust, or dirt entering such equipment.
- J. Schedule cleaning and coating to keep dust and spray from the cleaning process from falling on wet, newly coated surfaces.
  - 1. Whenever possible, coordinate with other trades and complete surface preparation and coating work before installing hardware, hardware accessories, nameplates, data tags, electrical fixtures, and similar uncoated items that will be in contact with coated surfaces. Mask machined surfaces, sprinkler heads, and other small items that will not be coated.

2. After completing coating, reinstall removed items.
3. Disconnect and move equipment adjacent to walls to clean and coat equipment and walls. Replace and reconnect equipment after coating.

### **3.02 GENERAL SURFACE PREPARATION REQUIREMENTS**

- A. Prepare surfaces in accordance with CSM's instructions unless more stringent requirements are specified in this Section.
- B. Coating detail sheets in Attachment B - Coating Detail Sheets include additional surface preparation requirements.
- C. Follow more stringent requirement if information conflicts.

### **3.03 MECHANICAL AND ELECTRICAL EQUIPMENT PREPARATION**

- A. Prepare and finish coat equipment primed by the manufacturer using specified intermediate and top coats, as applicable, and color selected by the Owner.
- B. Prepare, prime, and coat both insulated and bare pipes, conduits, boxes, insulated and bare ducts, hangers, brackets, collars, and supports, except where items are covered with material not requiring coating, or with a prefinished coating.
- C. Replace identification markings on mechanical or electrical equipment when coated over or spattered.
- D. Prepare and coat interior surfaces of air ducts and convector and baseboard heating cabinets visible through grilles and louvers with 1 coat of flat black paint to limit of sight line.
- E. Prepare and coat exposed conduit and appurtenances occurring in finished areas with color and texture to match adjacent surfaces.

### **3.04 CLEANING OF NEW AND PREVIOUSLY COATED OR NEW SURFACES**

- A. Utilize cleaning agent to remove soluble salts, such as chlorides, from concrete and metal surfaces:
  1. Cleaning agent: Biodegradable non-flammable and containing no VOC.
  2. Manufacturers: The following or equal:
    - a. CHLOR\*RID International, Inc.
      - 1) Complete soluble salt removal with steam or warm water cleaning.
  3. Test cleaned surfaces to ensure removal of soluble salts. Carry out additional cleaning as needed.
  4. Complete final surface preparation before applying new coating system in strict accordance with CSM's printed instructions.

### **3.05 BLAST CLEANING**

- A. Surface preparation requirements:
  1. Do not reuse spent blast abrasive.

2. Ensure that filter compressed air used for blast cleaning is free of condensed water and oil. Clean moisture traps at least once every 4 hours or more frequently, as required, to prevent moisture from entering the abrasive blasting equipment air supply. Check blast air for moisture and oil after each cleaning in accordance with ASTM D4285.
  3. Install oil separators just downstream of compressor discharge valves and at the discharge point of blast pot discharges. Check separators on the same frequency as the moisture traps.
  4. Keep regulators, gauges, filters, and separators on compressor air lines to blasting nozzles operational at all times.
  5. Install an air dryer or desiccant filter drying unit to dry the compressed air before blast pot connections. Use and maintain the dryer throughout surface preparation work.
  6. Use a venturi-type, or other high velocity-type, abrasive blast nozzles supplied with at least 100 pounds per square inch gauge air pressure at the nozzle and enough volume to obtain appropriate blast cleaning production rates and surface cleanliness.
  7. Provide airborne particulate evacuation and filtering that meets OSHA safety standards. Maintain optimal visibility both to clean and provide the specified surface profile and to allow inspection of the substrate during surface preparation work.
  8. If prepared and cleaned metallic substrates become contaminated between final surface preparation work and coating system application, or if the prepared substrate darkens or changes color, re-clean by water blasting, or abrasive blast cleaning as appropriate until the specified degree of cleanliness is restored.
- B. Water jetting or water blasting:
1. Use water jetting or water blasting for recoating or relining where an adequate surface profile exists.
  2. Perform water jetting or water blasting in accordance with SP 13 and SSPC-WJ-1, WJ-2, WJ-3, WJ-4.

### **3.06 GENERAL PREPARATION REQUIREMENTS FOR METALLIC SURFACES**

- A. Remove rust, scale, and welding slag and spatter.
1. Remove and grind smooth all excessive weld material and weld spatter on metal surfaces before blast cleaning in accordance with NACE SP0178, Appendix C, Level C.
  2. Grind sharp edges on metal substrate to approximately 1/16-inch radius before abrasive blast cleaning.
- B. Prepare metallic surfaces in accordance with applicable portions of surface preparation specifications of the SSPC specified for each coating system.
1. Remove grease and oil in accordance with SSPC-SP 1.
  2. Use solvent as recommended by the CSM.
  3. Measure profile depth of the surface to be coated in accordance with Method C of ASTM D4417. Contractor shall select blast particle size and gradation to produce the specified surface profile.
  4. Constantly monitor and maintain ambient environmental conditions to ensure cleanliness and that no "rust back" occurs before coating material application.



- C. Prepare metallic surfaces by blast cleaning in accordance with SSPC-VIS 1 (ASTM D2200). Prepare abrasive blast representative areas for the Owner's representative to inspect on the first day of cleaning.
- D. Unless otherwise specified, the requirements for blast cleaning steel, ductile iron, and stainless steel substrates are as follows:
  - 1. Ferrous metal surfaces not to be submerged: Abrasive blast in accordance with SSPC-SP 10 unless blasting may damage adjacent surfaces, is prohibited, or is specified otherwise. Where abrasive blasting is not possible, clean surfaces to bare metal with power tools in accordance with SSPC-SP 11.
  - 2. Ferrous metal surfaces to be submerged: Abrasive blast in accordance with SSPC-SP 5, unless specified otherwise, to clean and provide roughened surface profile with a depth between 2 and 4 mils.
  - 3. Remove traces of grit, dust, dirt, rust scale, friable material, loose corrosion products, or embedded abrasive from substrate before coating application.
  - 4. When abrasive blasted surfaces rust or discolor before coating, abrasive blast clean surfaces again.
- E. Field preparation of shop-primed surfaces:
  - 1. Smooth welds and prominences with power tools before applying field-applied coatings.
  - 2. Clean and dry shop-primed ferrous metal surfaces and fabricated assemblies before applying field coats.
  - 3. Prepare shop epoxy primed surfaces with light abrasive blasting or abrading and then vacuum before applying finish coats.
    - a. Follow CSM instructions for surface preparation when the primer recoat limit has been exceeded.
  - 4. Non-immersion service: Clean in accordance with SSPC-SP 2 (Hand Tool Cleaning) or SSPC-SP 3 (Power Tool Cleaning) and uniformly roughen.
  - 5. Immersion, BSC, and SC service: Remove shop primer in accordance with SSPC-SP 5 (Near-White Blast Cleaning).
- F. Damaged shop primer or rust bleeding:
  - 1. Ferrous metals: Clean in accordance with SSPC-SP 1 (Solvent Cleaning) and spot blast in accordance with SSPC-SP 10 (Near-White Metal Blast Cleaning) to achieve a uniform surface profile between 2.0 and 2.5 mils before recoating.
  - 2. Reject galvanized steel with rust bleeding.
- G. Damaged coating: Repair by abrasive blast cleaning surfaces as specified for the coating system; feather to a smooth transition before touching up.

### **3.07 PREPARATION REQUIREMENTS BY SURFACE TYPE**

- A. Galvanized steel and non-ferrous metal surfaces:
  - 1. Degrease or solvent clean (SSPC-SP 1) to remove oily residue.
  - 2. Abrasive blast clean in accordance with SSPC-SP 16.
    - a. If abrasive blast cannot be performed, abrade in accordance with SSPC-SP 3 (Power Tool Cleaning).

3. Apply metal pretreatment within 24 hours before coating galvanized surfaces that cannot be thoroughly abraded, such as bolts, nuts, or preformed channels.
4. Test surface for contaminants using copper sulfate solution.
- B. Stainless-steel surfaces:
  1. Abrasive blast clean in accordance with SSPC-SP 16 to leave a clean, uniform appearance with surface profile between 1.5 and 2.5 mils.
- C. Ductile iron pipe and fittings to be lined or coated: Abrasive blast clean in accordance with NAPF 500-03.
- D. Sherardized, aluminum, copper, and bronze surfaces:
  1. Abrasive blast clean in accordance with SSPC-SP 16.
  2. Prepare in accordance with CSM's instructions.

### **3.08 APPLICATION REQUIREMENTS**

- A. Apply coatings in accordance with manufacturer's instructions.
- B. Empty aboveground piping to be coated of contents when applying coatings.
- C. Mechanical equipment shop primed by the manufacturer.
  1. Pumps and valves: Shop coat with manufacturer's highest quality coating system meeting the project specifications.
    - a. Contractor shall provide CTR shop coating reports.
  2. Non-immersed equipment: Touch up shop primer, and coat in the field with specified coating system after installation.
    - a. If project requires equipment removal and reinstallation, complete touch-up coating after final installation.
- D. Verify surface preparation immediately before applying coating in accordance with SSPC SP COM and the SSPC visual standard for the specified surface preparation method.
- E. Allow surfaces to dry, except where coating manufacturer requires surface wetting before coating.
- F. Wash coat and prime sherardized, aluminum, copper, and bronze surfaces, or prime with manufacturer's recommended special primer.
- G. Do not apply coatings to a surface until it has been prepared as specified.
- H. Use equipment designed to apply materials specified.
  1. Use compressors with moisture traps and filters that remove water and oils from the air.
    - a. Perform a paper blotter test at the Engineer's request to verify air is sufficiently free of oil and moisture. Do not allow the amount of oil and moisture to exceed CSM-recommended amount.
  2. Equip spray equipment with properly sized mechanical agitators, pressure gauges, pressure regulators, and spray nozzles.

- I. Where 2 or more coats are required, tint prime coat intermediate coats as necessary to distinguish each coating and to help indicate coverage.
  - 1. Do not use color additives with chromium, lead or lead compounds that hydrogen sulfide, other corrosive gases, might destroy or alter. Apply the specified number of coats.
- J. Apply coating by brush, roller, trowel, or spray unless a specific application method is required by coating manufacturer's instructions or these Specifications.
  - 1. Apply primer or first coat by brush to power tool cleaned ferrous surfaces.
  - 2. Brush or spray-apply coats for blast-cleaned ferrous surfaces and subsequent coats for non-blast cleaned ferrous surfaces.
  - 3. After prime coat dries, mark, repair, and retest pinholes and holidays before intermediate or top coats are applied.
- K. Spray application:
  - 1. With a brush, stripe coat edges, welds, corners, nuts, bolts, and difficult-to-reach areas, as necessary, before spray application to ensure specified coating thickness along edges.
  - 2. When using spray application, apply each coat to thickness no greater than recommended in coating manufacturer's instructions.
  - 3. Use airless spray method unless air spray method is required by CSM's instruction or these Specifications.
  - 4. Conduct spray coating under controlled conditions. Protect adjacent construction and property from coating mist, fumes, or overspray.
- L. Lightly sand and thoroughly clean surfaces to receive high-gloss finishes unless CSM instructs otherwise.
- M. Remove all dust on coatings between coats.
- N. Shop and field coats:
  - 1. Prime coat: Shop-apply or field-apply prime coats as specified. Use shop-applied primer compatible with the specified field coating system and apply at the minimum dry film thickness recommended by the finish coat CSM.
    - a. Provide data sheets identifying the shop primer to on-site coating application personnel.
    - b. Perform adhesion tests on the shop primer.
    - c. Remove and recoat damaged, deteriorated, and poorly applied shop coatings.
    - d. If shop primer coat meets this Section's requirements, spot prime exposed metal of shop-primed surfaces before spray applying primer over the entire surface.
  - 2. Field coats: Apply field coats with 1 or more prime coats and finish coats to build up coating to dry film thickness specified for the coating system.
    - a. Do not apply finish coats until other work in the area is complete and previous coats are inspected.
  - 3. Adhesion confirmation: Perform adhesion tests after proper coating cure in accordance with ASTM D3359. Demonstrate that:
    - a. Prime coat adheres to the substrate.

- b. Coatings adhere to the prime and intermediate coats.
    - 1) Coating 5 mils or more DFT: Achieve adhesion test result of 5A on immersed surfaces and 4A or better on other surfaces.
    - 2) Coating less than 5 mils DFT: Achieve adhesion test results of 5B on immersed surfaces and 4B or better on other surfaces.
- O. Plural component coating application:
  - 1. Premix contents of component drums if required by the CSM each day.
  - 2. Before starting application:
    - a. Verify gauges are working properly.
    - b. Complete ratio checks.
    - c. Sample the mix on plastic sheeting to ensure set time is appropriate and complete.
    - d. Label and retain all spray samples. Submit to Engineer when requested.
- P. Drying and recoating:
  - 1. Provide fans, heating devices, or other means to prevent condensate or dew on substrate surface or between coats and during curing after applying the last coat.
  - 2. Allow each coat to cure or dry thoroughly, in accordance with if required in CSM's printed instructions, before recoating.
  - 3. Use CSM's printed instructions and the requirements specified in this Section to determine minimum required drying time.
    - a. Do not allow excessive drying time or exposure, which may impair bond between coats.
    - b. Recoat all coatings within time limits recommended by CSM.
    - c. If time limits are exceeded, abrasive blast clean and de-gloss clean before applying another coat.
  - 4. If limitations on time between abrasive blasting and coating are not met before attaching components to surfaces that cannot be abrasive blasted, coat components before attachment.
  - 5. Ensure primer and intermediate coats of coating are unscarred and completely integral when applying each succeeding coat.
  - 6. Touch up suction spots between coats and apply additional coats where required to produce finished surface of solid, even color, free of defects.
  - 7. Leave no holidays. Repair all holidays in accordance with the requirements on pertinent Coating Detail Sheets or as recommended by the CSM.
  - 8. Sand and feather in to a smooth transition and recoat scratched, contaminated, or otherwise damaged coating surfaces so repairs are invisible to the naked eye.
- Q. Workmanship:
  - 1. Ensure that coated surfaces are free from runs, drips, ridges, waves, laps, and brush marks. Coats shall be applied to produce a smooth, even film of uniform thickness completely coating corners and crevices.
  - 2. Coat surfaces without drops, overspray, dry spray, excessive runs, ridges, waves, holidays, laps, or brush marks.
  - 3. Remove splatter and droppings after coating work is completed.
  - 4. Evenly apply each coat of material and sharply cut to a line created with masking tape or other suitable materials.

5. Avoid over spraying or spattering paint on surfaces not to be coated. Protect glass, hardware, floors, roofs, vehicles, and other adjacent areas and installations by taping, drop cloths, or other suitable measures.
  6. When coating complex steel shapes, stripe coat welds, edges of structural steel shapes, metal cut-outs, pits in steel surfaces, or rough surfaces with the primer before overall coating system application.
    - a. Brush apply stripe coat to ensure proper coverage.
    - b. Do not stripe coat with spray or roller.
  7. Ensure that finish coat, including repairs, has a uniform color and gloss.
- R. Coating properties, mixing, and thinning:
1. Thin prime coat and apply as recommended by the CSM. Thinned coating must comply with prevailing air pollution control regulations.
  2. If maximum recoat time is exceeded, prepare surface with solvent washing, light abrasive blasting, or other procedures per CSM's instructions.
  3. Allow adequate drying time between coats as instructed by the CSM, adjusted as necessary for the site conditions.
  4. Ensure that coatings, when applied, provide a satisfactory film and a smooth even surface. Lightly sand glossy undercoats to provide a surface suitable for proper application and adhesion of subsequent coats. Thoroughly stir and strain coating materials during application and maintain uniform consistency.
  5. Mix coatings with 2 or more components in accordance with CSM's instructions.
  6. Where necessary to suit conditions of the surface, temperature, weather and method of application, thin the coating per CSM's recommendations.
    - a. Ensure that volatile organic content (VOC) of the thinned coating complies with prevailing air pollution control regulations.
    - b. Thin coatings to only what is necessary to obtain proper application characteristics.
    - c. Use a thinner recommended by the CSM.
- S. Film thickness and continuity:
1. Apply coating to the specified thicknesses.
    - a. Apply additional coats when necessary to achieve specified thicknesses, especially at edges and corners.
  2. Verify WFT of the coating system first coat and after applying each subsequent coat.
  3. Do not allow the minimum thickness at any point to deviate more than 25 percent from the required average.
  4. Do not allow the surface area covered per gallon of coating for various types of surfaces to exceed those recommended by the CSM.
    - a. Provide coating coverage worksheets listing the maximum and minimum coverage for each unit volume of coating for concrete surfaces.
  5. Apply additional coats to achieve the specified dry film thickness if brush or roller application methods cannot achieve the specified film thicknesses per coat.
- T. Protecting coated surfaces:
1. Do not handle, work on, or otherwise disturb coated items until the coating is completely dry and hard.

2. After installation, recoat shop-coated surfaces with specified coating system as necessary to match surrounding surfaces, and to coordinate with the specified color identification requirements.
- U. Special requirements:
1. Before erection, apply all but the final finish coat to interior surfaces of roof plates, roof rafters and supports, pipe hangers, piping in contact with hangers, and contact surfaces inaccessible after assembly. Apply final coat after erection.
  2. Coat structural slip-critical connections and high strength bolts and nuts after erection.
  3. Areas damaged during erection:
    - a. Prepare surface for spot repairs as specified for the coating system.
    - b. Recoat with prime coat before applying subsequent coats.
    - c. Touch up surfaces after installation.
    - d. Clean and dry surfaces to be coated at time of application.
  4. Coat underside of equipment bases and supports not galvanized with at least 2 coats of primer specified before setting the equipment in place.
  5. Coat aluminum in contact with concrete.

### **3.09 COATING SYSTEM SCHEDULE**

- A. Attachment A - Schedule of Surfaces to be Field Coated specifies surfaces to be coated in the field with the coating systems required.

### **3.10 SURFACES NOT REQUIRING COATING**

- A. Stainless steel piping, valves, pipe supports.
- B. Galvanized structural steel framing, galvanized roof decking, galvanized pipe supports.
- C. Copper and brass pipe, fittings, valves, etc.
- D. Bronze valves, bearings, bushings, and fasteners.
- E. Corrosion resistant special alloys: Inconel, Alloy 20, Hastelloy, etc.
- F. Buried Piping that is encased in concrete or cement mortar.

### **3.11 QUALITY CONTROL**

- A. Owner-provided inspection or inspection by others does not limit the Contractor's or CSA's responsibilities for quality workmanship or quality control as specified or as required by the CSM's instructions. Owner inspection is in addition to any inspection required of the Contractor.
- B. Owner may perform, or contract with an inspection agency to perform, quality control inspection and testing of the coating work covered by this Section. These inspections may include the following:
1. Inspect materials upon receipt to ensure that the CSM supplied them.

2. Verify that specified storage conditions for the coating system materials, solvents, and abrasives are provided.
  3. Inspect and record findings for substrate cleanliness.
  4. Inspect and record pH of concrete and metal substrates.
  5. Inspect and record substrate profile (anchor pattern).
  6. Measure and record ambient air and substrate temperature.
  7. Measure and record relative humidity.
  8. Check for substrate moisture in concrete.
  9. Verify that mixing of coating system materials is in accordance with CSM's instructions.
  10. Inspect, confirm, and record that coating system materials' "pot life" is not exceeded during installation. Inspect to verify that recoat limitations for coating materials are not exceeded.
  11. Perform adhesion testing.
  12. Measure and record the coating system's thickness.
  13. Verify proper curing of the coating system in accordance with the CSM's instructions.
  14. Holiday or continuity testing in accordance with NACE SP0188 for coatings that will be immersed or exposed to aggressively corrosive conditions.
- C. Contractor shall perform holiday testing in accordance with NACE SP0188 to identify holidays or pinholes needing repair for coating over 100 percent of surfaces:
1. Coated steel that will be immersed or exposed to aggressively corrosive conditions.
  2. Coated concrete.
  3. Perform holiday tests after proper application and coating system cure.

### **3.12 CORRECTIVE MEASURES**

- A. Repair pinholes or holidays identified by Holiday Testing as follows:
1. Remove the coating system with a grinder or other suitable power tool.
  2. Remove coating system at all pinholes and holidays at least 2 inches diameter around the defect back to expose substrate.
  3. Concrete voids: chip back to expose entire cavity in all directions.
    - a. Completely fill void with approved filler/surfacer material using a putty knife or other suitable tool and strike off. Cure per CSM's recommendations.
  4. Aggressively abrade or sand the intact coating system surface at least 3 inches beyond the removal area in all directions to produce a uniform 6- to 8-mil profile in the intact coating system.
  5. Vacuum the prepared area to remove all dust, dirt, etc., leaving clean, sound surfaces.
  6. Tape to mask the periphery of the prepared intact coating area to prevent coating repair application onto the prepared area.
  7. Apply the coating system with enough coats to achieve the specified finish coat thickness over the defect and coating removal area. Feather the coating onto the abraded coated surfaces around the removal area to avoid a lip and to achieve a neat repair outline.

8. Follow curing time between coats as specified by CSM for the site conditions. Solvent wash and abrasive blast per CSM's instructions, if the maximum recoat time is exceeded.
9. Apply coating at specified dry film thickness.

### **3.13 CLEANUP**

- A. Remove surplus materials, protective coverings, and accumulated rubbish after completing coating. Thoroughly clean surfaces and repair overspray or other coating-related damage.

### **3.14 FINAL INSPECTION**

- A. Conduct final inspection of coating system work to determine whether it meets specifications requirements.
- B. Conduct subsequent final inspection with Engineer to ensure work conforms to contract documents requirements.
- C. Mark any rework required.
  1. Re-clean and repair, as specified, at no additional cost to the Owner.

END OF SECTION



**ATTACHMENT A - SCHEDULE OF SURFACES TO BE COATED**

APPENDIX A  
Schedule of Surfaces to be Coated

- A. The following schedule is incomplete. Coat unlisted surfaces with same coating system as similar listed surfaces. Contact Engineer for clarification.

EPU-M-1	Metals: exterior, above ground, non-immersed (PIPE AND VALVE EXTERIOR COATING).
Notes:	
1: Non-immersed ferrous metal surfaces include: a. Exterior of above ground pipe and valves. b. Exterior of tanks and other containment vessels. c. Other above ground miscellaneous metals, other than stainless steel or PVC piping.	
2: Immersed ferrous metal surfaces include: a. Exterior of buried pipe, valves, and couplings. b. Valve interior lining. c. Other buried miscellaneous metals, other than stainless steel or PVC piping.	

Appendix B			
Coating Detail Sheet			
Coating System	<b>EPU-M-1 (above ground pipe and valve exterior coating)</b>		
Coating Material	Two coats epoxy with polyurethane finish coat		
Substrate	Metal		
Products: One of the following or equal:	Primer	Intermediate Coat	Finish Coat
Carboline	Carbozinc 895	Carboguard 890	Carbothane 134 HG
International Paint	Devran 224V	Devran 224V	Devthane 379
PPG	Amercoat 385	Amercoat 385	Amercoat 450H
Sherwin-Williams	Macropoxy 646	Macropoxy 646	Hi Solids Polyurethane
Tnemec	Series 69	Series 69	Series 1095
Service Condition	Interior or Exterior, subject to direct sunlight. Non-immersion.		
Surface Preparation			
General	Prepare surfaces as specified in this Section and as follows.		
Ferrous Metal	Previously painted and primed surfaces: SSPC-SP6 Commercial Blast Cleaning. Bare surfaces: SSPC-SP10, Near-White Blast Cleaning. Damaged primer or rust: SSPC-SP10, Near White Blast Cleaning and spot prime.		
Nonferrous Metal	SSPC-SP16, Brush Blast Cleaning.		
Galvanized Metal	SSPC-SP16, Brush Blast Cleaning. Test for surface contaminants.		
Surface profile			
Ferrous Metal	2.5 to 3.0 mils		
Nonferrous Metal	1.5 to 2.0 mils		
Galvanized Metal	1.5 to 2.0 mils		
System Thickness (Dry Film)			
Total	10 to 13 mils		
Primer	4 to 5 mils		
Intermediate Coat	4 to 5 mils		
Finish Coat	2 to 3 mils		
Application			
Special CTR Training	Not required.		

## **SECTION 15052**

### **COMMON WORK RESULTS FOR GENERAL PIPING**

#### **PART 1 GENERAL**

##### **1.01 SUMMARY**

- A. Section includes: Basic materials and methods for metallic and plastic piping systems.

##### **1.02 REFERENCES**

- A. American Society of Mechanical Engineers (ASME):
  - 1. B16.5 - Pipe Flanges and Flanged Fittings: NPS 1/2 Through 24.
  - 2. B16.47 - Large Diameter Steel Flanges: NPS 26 Through NPS 60 Metric/Inch Standard.
- B. American Water Work Association (AWWA):
  - 1. C11 - Rubber-Gasket Joints for Ductile-Iron Pressure Pipe.
  - 2. C105 - Polyethylene Encasement for Ductile-Iron Pipe Systems.
  - 3. C111 - Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings.
  - 4. C151 - Ductile-Iron Pipe, Centrifugally Cast.
  - 5. C207 - Standard for Steel Pipe Flanges for Waterworks Services-Size 4 In. Through 144 In.
- C. ASTM International (ASTM):
  - 1. A74 - Standard Specification for Cast Iron Soil Pipe and Fittings.
  - 2. A193 - Standard Specification for Alloy-Steel and Stainless Steel Bolting for High Temperature or High Pressure Service and Other Special Purpose Applications.
  - 3. A194 - Standard Specification for Carbon Steel, Alloy Steel, and Stainless Steel Nuts for Bolts for High Pressure or High Temperature Service, or Both.
  - 4. A307 - Standard Specification for Carbon Steel Bolts, Studs, and Threaded Rod 60,000 PSI Tensile Strength.
  - 5. A320 - Standard Specification for Alloy-Steel and Stainless Steel Bolting for Low-Temperature Service.
  - 6. A563 - Standard Specification for Carbon and Alloy Steel Nuts.
  - 7. B88 - Standard Specification for Seamless Copper Water Tube.
  - 8. D2000 - Standard Classification System for Rubber Products in Automotive Applications.
  - 9. D2513 - Standard Specification for Polyethylene (PE) Gas Pressure Pipe, Tubing and Fittings.
  - 10. F37 - Standard Test Methods for Sealability of Gasket Materials.
  - 11. F593 - Standard Specification for Stainless Steel Bolts, Hex Cap Screws, and Studs.

- 12. F594 – Standard Specification for Stainless Steel Nuts.
- 13. F2329 - Standard Specification for Zinc Coating, Hot-Dip, Requirements of Application to Carbon and Alloy Steel Bolts, Screws, Washers, Nuts, and Special Threaded Fasteners.
- D. California Health and Safety Code.
- E. NSF International (NSF):
  - 1. 61 – Drinking Water System Components – Health. Effects.

### **1.03 DEFINITIONS**

- A. Buried pipes: Pipes that are buried in the soil with or without a concrete pipe encasement.
- B. Exposed pipe: Pipes that are located above ground, or located inside a structure, supported by a structure, or cast into a concrete structure.
- C. Underground pipes: Buried pipes - see A. above.
- D. Underwater pipes: Pipes below the top of walls in basins or tanks containing water.
- E. Wet wall: A wall with water on at least 1 side.
- F. Pipes adjacent to a wet wall: Pipe centerline within 10 inches of the wet wall.

## **PART 2 PRODUCTS**

### **2.01 GENERAL**

- A. Materials as specified in Section 01600 - Product Requirements including special requirements for materials in contact with drinking water.

### **2.02 FLANGE BOLTS AND NUTS**

- A. General:
  - 1. Washer:
    - a. Provide a washer for each nut.
    - b. Washer shall be of the same material as the nut.
  - 2. Nuts: Heavy hex-head.
  - 3. Cut and finish flange bolts to project:
    - a. Face of the bolt shall exceed face of nut by 1/8 inch minimum.
    - b. A maximum of 1/4 inch beyond outside face of nut after assembly.
  - 4. Tap holes for cap screws or stud bolts when used.
  - 5. Lubricant for stainless steel bolts and nuts:
    - a. Chloride-free.
    - b. Manufacturers: One of the following or equal:
      - 1) Huskey FG-1800 Anti-Seize.
      - 2) Weicon Anti-Seize High-Tech.

- B. Steel pipe:
  - 1. On exposed pipes:
    - a. For ASME B16.5 Class 150 flanges and AWWA C207 Class D flanges:
      - 1) Bolts: In accordance with ASTM A307, Grade B.
      - 2) Nuts: In accordance with ASTM A563, Grade A.
      - 3) Bolts and Nuts: Hot-dip galvanized in accordance with ASTM F2329.
  - 2. On underwater pipes and pipes adjacent to wet walls:
    - a. Bolts: In accordance with ASTM A193, Grade B8M.
    - b. Nuts: In accordance with ASTM A194, Grade 8M.

### **2.03 MECHANICAL JOINTS BOLTS AND NUTS**

- A. Bolts including T-Bolts:
  - 1. High strength low alloy steel in accordance with AWWA C111.
    - a. Fluoropolymer coated.
  - 2. Type 304 stainless steel in accordance with ASTM F593.
  - 3. Type 316 stainless steel in accordance with ASTM F593.
- B. Heavy Hex Nuts:
  - 1. High strength low alloy steel in accordance with AWWA C111.
    - a. Fluoropolymer coated.
  - 2. Type 304 stainless steel in accordance with ASTM F594.
  - 3. Type 316 stainless steel in accordance with ASTM F594.

### **2.04 GASKETS**

- A. General.
  - 1. Gaskets shall be suitable for the specific fluids, pressure, and temperature conditions.
  - 2. Capable of being applied on surface of piping with cavities to provide for an improved seal with the internal piping pressure.
- B. Gaskets for flanged joints in ductile iron or steel drinking water piping meeting NSF 61 requirements:
  - 1. Suitable for hot or cold water, pressures equal to or less than 150 pounds per square inch gauge, and temperatures equal to or less than 160 degrees Fahrenheit.
  - 2. Material:
    - a. EPDM material with 80 Shore A durometer rating.
  - 3. Manufacturers: One of the following or equal:
    - a. Garlock, 98206.
    - b. John Crane, similar product.

## **PART 3 EXECUTION**

### **3.01 INSTALLATION**

#### **A. General:**

1. Piping drawings:
  - a. Except in details, piping is indicated diagrammatically. Not every offset and fitting, or structural difficulty that may be encountered has been indicated on the Drawings. Sizes and locations are indicated on the Drawings.
  - b. Perform minor modifications to piping alignment where necessary to avoid structural, mechanical, or other type of obstructions that cannot be removed or changed.
    - 1) Modifications are intended to be of minor scope, not involving a change to the design concept or a change to the Contract Price or Contract Times.
2. Piping alternatives:
  - a. Provide piping as specified in this Section, unless indicated on the Drawings or specified otherwise.
  - b. Alternative pipe ratings:
    - 1) Piping with greater pressure rating than specified may be substituted in lieu of specified piping without changes to the Contract Price.
    - 2) Piping of different material may not be substituted in lieu of specified piping.
  - c. Valves in piping sections: Capable of withstanding specified test pressures for piping sections and fabricated with ends to fit piping.
  - d. Grooved joints: Use couplings, flange adapters, and fittings of the same manufacturer.
    - 1) Manufacturer's factory trained representative:
      - a) Provide on-site training for Contractor's field personnel.
      - b) Periodically visit the jobsite to verify Contractor is following best recommended practices.
    - 2) Distributor's representative is not considered qualified to conduct the training or jobsite visits.
  - e. Flanged joints: where 1 of the joining flanges is raised face type, provide a matching raised face type flange for the other joining flange.
3. Unless otherwise indicated on the Drawings, piping at pipe joints, fittings, couplings, and equipment shall be installed without rotation, angular deflection, vertical offset, or horizontal offset.

#### **B. Exposed piping:**

1. Install exposed piping in straight runs parallel to the axes of structures, unless otherwise indicated on the Drawings:
  - a. Install piping runs plumb and level, unless otherwise indicated on the Drawings.
    - 1) Slope plumbing drain piping with a minimum of 1/4-inch per foot downward in the direction of flow.

2. Install exposed piping after installing equipment and after piping and fitting locations have been determined.
    - a. Do not transfer pipe loads and strain to equipment.
  3. In addition to the joints indicated on the Drawings, provide unions, flexible couplings, flanged joints, flanged coupling adapters, and other types of joints or means which are compatible with and suitable for the piping system, and necessary to allow ready assembly and disassembly of the piping.
  4. Assemble piping without distortion or stresses caused by misalignment:
    - a. Match and properly orient flanges, unions, flexible couplings, and other connections.
    - b. Do not subject piping to bending or other undue stresses when fitting piping.
    - c. Do not correct defective orientation or alignment by distorting flanged joints or subjecting flange bolts to bending or other undue stresses.
    - d. Flange bolts, union halves, flexible connectors, and other connection elements shall slip freely into place.
    - e. Alter piping assembly to fit when proper fit is not obtained.
    - f. Install eccentric reducers or increasers with the top horizontal for pump suction piping.
- C. Restraining buried piping:
1. Restrain piping at valves and at fittings where piping changes direction, changes sizes, and at ends:
    - a. When piping is underground, use concrete thrust blocks, mechanical restraints, or push-on restraints.
    - b. Determine thrust forces by multiplying the nominal cross-sectional area of the piping by 150 psi.
  2. Provide restraints with ample size to withstand thrust forces resulting from test pressures:
    - a. During testing, provide suitable temporary restraints where piping does not require permanent restraints.
  3. Place concrete thrust blocks against undisturbed soil.
  4. Place concrete so piping joints, fittings, and other appurtenances are accessible for assembly and disassembly.
  5. Provide underground mechanical restraints where specified in Attachment A - Piping Schedule.
- D. Restraining above ground piping:
1. Restrain piping at valves and at fittings where piping changes direction, changes sizes, and at ends:
    - a. When piping is aboveground or underwater, use mechanical or structural restraints.
    - b. Determine thrust forces by multiplying the nominal cross-sectional area of the piping by 150 psi.
  2. Provide restraints with ample size to withstand thrust forces resulting from test pressures:
    - c. During testing, provide suitable temporary restraints where piping does not require permanent restraints.



- E. Connections to existing piping:
  - 1. Expose existing piping to which connections are to be made with sufficient time to permit, where necessary, field adjustments in line, grade, or fittings:
    - a. Protect domestic water/potable water supplies from contamination:
      - 1) Make connections between domestic water supply and other water systems in accordance with requirements of public health authorities.
      - 2) Provide devices approved by Owner of domestic water supply system to prevent flow from other sources into the domestic supply system.
  - 2. Make connections to existing piping and valves after sections of new piping to be connected have been tested and found satisfactory.
  - 3. Provide sleeves, flanges, nipples, couplings, adapters, and other fittings needed to install or attach new fittings to existing piping and to make connections to existing piping.
  - 4. For flanged connections, provide stainless steel bolts with isolation bushings and washers, and full-face flange gaskets.
- F. Connections between ferrous and nonferrous metals:
  - 1. Connect ferrous and nonferrous metal piping, tubing, and fittings with dielectric couplings especially designed for the prevention of chemical reactions between dissimilar metals.
  - 2. Nonferrous metals include aluminum, copper, and copper alloys.
- G. Flanged connections between dissimilar metals such as ductile iron pipe and steel pipe:
  - 1. Provide stainless steel bolts with isolation bushings and washers, and full-face flange gaskets.

### **3.02 CLEANING**

- A. Piping cleaning:
  - 1. Upon completion of installation, clean piping interior of foreign matter and debris.
  - 2. Perform special cleaning when required by the Contract Documents.

END OF SECTION

## **SECTION 15110**

### **COMMON WORK RESULTS FOR VALVES**

#### **PART 1 GENERAL**

##### **1.01 SUMMARY**

- A. Section includes: Basic requirements for valves.
- B. Four (4) 30" butterfly valves will be supplied by Owner. Contractor is responsible for installation and coatings per Sections 3.02 and 3.03 herein.

##### **1.02 REFERENCES**

- A. American Water Works Association (AWWA):
  - 1. C111/A21.11 - Standard for Rubber-Gasket Joints for Ductile-Iron Pressure Pipe Fittings.
- B. ASTM International (ASTM):
  - 1. A126 - Standard Specification for Gray Iron Casting for Valves, Flanges, and Pipe Fittings.
  - 2. A480 - Standard Specification for General Requirements for Flat-Rolled Stainless and Heat-Resisting Steel Plate, Sheet, and Strip.
  - 3. A536 - Standard Specification for Ductile Iron Castings.
- C. NSF International (NSF):
  - 1. 61 - Drinking Water System Components - Health Effects.
- D. Society for Protective Coatings (SSPC):
  - 1. SP7 - Brush-Off Blast Cleaning.
  - 2. SP10 - Near-White Blast Cleaning.

##### **1.03 SUBMITTALS**

- A. Submit as specified in Section 01300 - Submittal Procedures.
- B. Product data:
  - 1. Submit the following information for each valve:
    - a. Valve type, size, pressure rating, Cv factor.
    - b. Coatings.
    - c. Manual valve actuators:
      - 1) Information on valve actuator including size, manufacturer, model number.
    - d. Certified drawings with description of component parts, dimensions, weights, and materials of construction.
    - e. Certifications of reference standard compliance:
      - 1) Submit certification that the valves and coatings are suitable in potable water applications in accordance with NSF 61.

- f. Clearly mark submittal information to show specific items, materials, and accessories or options being furnished.
- C. Provide vendor operation and maintenance manual as specified in Section 01782 - Operation and Maintenance Manuals.
  - 1. Furnish bound sets of installation, operation, and maintenance instructions for each type of manual valve 4 inches in nominal size and larger, and all non-manual valves. Include information on valve operators.
- D. Provide Manufacturer's Certificate of Source Testing as specified in Section 01756 - Commissioning.
- E. Provide Manufacturer's Certificate of Installation and Functionality Compliance.

#### **1.04 QUALITY ASSURANCE**

- A. Manufacturer qualifications:
  - 1. Valves manufactured by manufacturers whose valves have had successful operational experience in comparable service.

#### **1.05 DELIVERY STORAGE AND HANDLING**

- A. Protect valves and protective coatings from damage during handling and installation; repair coating where damaged.

### **PART 2 PRODUCTS**

#### **2.01 DESIGN AND PERFORMANCE CRITERIA**

- A. Pressure rating:
  - 1. Suitable for service under minimum working pressures of 150 pounds per square inch gauge.
- B. Valve to piping connections:
  - 1. Metallic valves:
    - a. Valves 3 inches nominal size and larger: Flanged ends.
    - b. Valves less than 3 inches nominal size: Screwed ends.

#### **2.02 MATERIALS**

- A. Stainless steel: In accordance with ASTM A480, Type 316, or Type 304, UNS Alloy S31600 or S30400.
- B. Valve and operator bolts and nuts (not including flange bolts and nuts, which are specified in Section 15052 - Common Work Results for General Piping):
  - 1. Fabricated of stainless steel for the following installation conditions:
  - 2. Where dissimilar metals are being bolted, use stainless steel bolts with isolation bushings and washers.
  - 3. Underground bolts: Low-alloy steel in accordance with AWWA C111/A21.11.

- C. Bronze and brass alloys: Use bronze and brass alloys with not more than 6 percent zinc and not more than 2 percent aluminum in the manufacture of valve parts; UNS Alloy C83600 or C92200 unless specified otherwise.
- D. Cast iron valve bodies: In accordance with ASTM A126, Class 30 minimum.
- E. Ductile iron valve bodies: In accordance with ASTM A536, Grade 65-45-12 minimum unless specified otherwise.

### **2.03 INTERIOR PROTECTIVE LINING**

- A. When specified in the particular valve specification, provide valves with type of protective lining specified in the particular valve Specification.
- B. Apply protective lining to interior, non-working surfaces, except stainless steel surfaces.
- C. Lining types:
  - 1. Fusion bonded epoxy:
    - a. Manufacturers: The following or equal:
      - 1) 3-M Company, ScotchKote 134; certified to NSF 61 for drinking water use.
    - b. Clean surfaces in accordance with SSPC SP 7 or SP 10, as recommended by epoxy manufacturer.
    - c. Apply in accordance with manufacturer's published instructions.
    - d. Lining thickness: 0.010 to 0.012-inch, except that:
      - 1) Lining thickness in grooves for gaskets: 0.005-inch.
      - 2) Do not coat seat grooves in valves with bonded seat.
    - e. Quality control:
      - 1) Lining thickness: Measured with a non-destructive magnetic type thickness gauge.
      - 2) Verify lining integrity with a wet sponge-testing unit operating at approximately 60 volts, or as recommended by the lining manufacturer.
      - 3) Consider tests successful when lining thickness meets specified requirements and when no pinholes are found.
      - 4) Correct defective lining disclosed by unsuccessful tests, and repeat test.
      - 5) Repair pinholes with liquid epoxy recommended by manufacturer of the epoxy used for lining.
  - 2. High solids epoxy:
    - a. Product equivalent to high solids epoxy EPX-M-2-PWS as specified in Section 09960 - High-Performance Coatings.
      - 1) Certified in accordance with NSF 61 for drinking water use.
      - 2) Interior: Coat valve interior with manufacturer's equivalent high performance high solids epoxy coating system with a certifiable performance history for the service conditions and as approved by the Engineer. Manufacturer shall provide for approval, coating information sufficient to allow Engineer to assess equivalence to the specified high solids epoxy EPX-M-2-PWS as specified in Section 09960 - High-Performance Coatings.

- b. Clean surfaces to meet SP-7 or SP-10, or as recommended by coating manufacturer.
- c. Quality control: After coating is cured, check coated surface for porosity with a holiday detector set at 1,800 volts, or as recommended by coating manufacturer.
  - 1) Repair holidays and other irregularities and retest coating.
  - 2) Repeat procedure until holidays and other irregularities are corrected.

## **2.04 UNDERGROUND VALVES**

- A. Valves in steam or steam condensate piping: Ductile iron body in accordance with ASTM A536, Grade 65-45-12 minimum or cast steel or forged steel.
- B. Provide cast-iron valve boxes at each buried valve to access valve and valve operators.
- C. Do not support boxes on valve, valve operator, or pipe.
- D. Boxes:
  - 1. 2-piece, fabricated of cast iron; provide cover, with asphalt varnish or enamel protective coating.
  - 2. Adjustable to grade, install centered around the upper portions of the valve and valve operator.
- E. Manufacturers: One of the following or equal:
  - 1. Tyler Pipe Industries, Inc.
  - 2. Neenah Foundry Co.

## **2.05 VALVE OPERATORS**

- A. Valve operator "Open" direction: Open counterclockwise.
- B. Provide valves located below operating level or deck with extensions for key operation or floor stands and handwheels, as indicated on the Drawings.
- C. Provide manually operated valves located not more than 6 feet above the operating level with handwheels.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Preparation prior to installation:
  - 1. Install valves after the required submittal on installation has been accepted.
  - 2. Determine after flanged valves, the face-to-face dimensions of flanged valves.

### **3.02 INSTALLATION**

- A. Provide incidental work and materials necessary for installation of valves including flange gaskets, flange bolts and nuts, valve boxes and covers, concrete bases, blocking, and protective coating.
- B. Valve and actuator orientation:
  - 1. Contractor shall coordinate with valve supplier final orientation of valve and actuator assembly based on Contractor's selection of equipment manufacturers and the valve and piping arrangement as indicated on the Drawings.
    - a. Contractor shall rotate valve and/or actuator mounting orientation as specified in this Section unless otherwise indicated on the Drawings.
  - 2. Install valves with their stems in vertical position above the pipe, except as follows:
    - a. Butterfly valves, and gate valves above ground may be installed with their stems in the horizontal position.
  - 3. Install valves so that handles clear obstructions when the valves are operated from fully open to fully closed.
- C. Valves with threaded connections:
  - 1. Install valves by applying wrench on end of valve nearest the joint to prevent distortion of the valve body.
  - 2. Apply pipe joint compound or Teflon™ tape on external (male) threads to prevent forcing compound into valve seat area.
- D. Valves with flanged connections:
  - 1. Align flanges and gasket carefully before tightening flange bolts.
  - 2. When flanges are aligned, install bolts and hand tighten.
  - 3. Tighten nuts opposite each other with equal tension before moving to next pair of nuts.

### **3.03 FIELD APPLIED COATING OF VALVE EXTERIOR**

- A. Match color and be compatible with manufacturer's coating system and as specified in Section 09960 - High-Performance Coatings.
  - 1. When shop applied finish coating matches field applied coating on adjacent piping, touch up shop coating in damaged areas in accordance with instructions recommended by the paint manufacturer.
  - 2. When shop applied coating does not match field coating on adjacent piping, or when damage has occurred to the shop applied coating that requires more than touchup, blast clean valve surfaces or utilize other surface preparation recommended by the manufacturer of the coating material and apply the coating system used for coating adjacent piping.

### **3.04 COMMISSIONING**

- A. Manufacturer services from each manufacturer for all valves supplied:
  - 1. Provide Manufacturer's Certificate of Source Testing.
  - 2. Provide Manufacturer's Certificate of Installation and Functionality Compliance.

- B. As specified elsewhere for specific valve types, sizes or actuators.
  - 1. Source testing.
  - 2. Manufacturers on site services for Owner Training, Installation Testing, Functional Testing, and during the Process Operational Period.

END OF SECTION

## **SECTION 15112**

### **BUTTERFLY VALVES**

#### **PART 1 GENERAL**

##### **1.01 SUMMARY**

- A. Section includes: Butterfly valves:
  - 1. As specified in Section 15110 - Common Work Results for Valves.
  - 2. Note: Four 30" butterfly valves have been pre-purchased by the Owner. Contractor is responsible for installation and commissioning in accordance with Sections 3.01 and 3.02 herein.

##### **1.02 REFERENCES**

- A. American Society of Mechanical Engineers (ASME):
  - 1. B16.1 - Cast Iron Pipe Flanges and Flanged Fittings, Classes 25, 125 and 250.
  - 2. B16.5 - Pipe Flanges and Flanged Fittings, NPS 1/2 through NPS 24.
- B. American Water Works Association (AWWA):
  - 1. C110 - Standard for Ductile-Iron and Gray-Iron Fittings.
  - 2. C504 - Rubber-Seated Butterfly Valves.
  - 3. C540 - Standard for Power-Actuating Devices for Valves and Sluice Gates.
  - 4. C550 - Protective Interior Coatings for Valves & Hydrants.
  - 5. C606 - Standard for Grooved and Shouldered Joints.
- C. ASTM International (ASTM):
  - 1. A126 - Standard Specification for Gray Iron Castings for Valves, Flanges, and Pipe Fittings.
  - 2. A216 - Standard Specification for Steel Castings, Carbon, Suitable for Fusion Welding, for Higher-Temperature Service.
  - 3. A276 - Standard Specification for Stainless Steel Bars and Shapes.
  - 4. A351 - Standard Specification for Castings, Austenitic, for Pressure-Containing Parts.
  - 5. A395 - Standard Specification for Ferritic Ductile Iron Pressure-Retaining Castings for Use at Elevated Temperatures.
  - 6. A479 - Standard Specification for Stainless Steel Bars and Shapes for Use in Boilers and Other Pressure Vessels.
  - 7. A515 - Standard Specification for Pressure Vessel Plates, Carbon Steel, for Intermediate - and Higher-Temperature Service.
  - 8. A516 - Standard Specification for Pressure Vessel Plates, Carbon Steel, for Moderate - and Lower-Temperature Service.
  - 9. A536 - Standard Specification for Ductile Iron Castings.
  - 10. A564 - Standard Specification for Hot-Rolled and Cold-Finished Age-Hardening Stainless Steel Bars and Shapes.
  - 11. A582 - Standard Specification for Free-Machining Stainless Steel Bars.



12. A743 - Standard Specification for Castings, Iron-Chromium, Iron-Chromium-Nickel, Corrosion Resistant, for General Application.
  13. A890 - Standard Specification for Castings, Iron-Chromium-Nickel-Molybdenum Corrosion-Resistant, Duplex (Austenitic/Ferritic) for General Application.
  14. B462 - Standard Specification for Forged or Rolled UNS N06030, UNS N06022, UNS N06035, UNS N06200, UNS N06059, UNS N10362, UNS N06686, UNS N08020, UNS N08024, UNS N08026, UNS N08367, UNS N10276, UNS N10665, UNS N10675, UNS N10629, UNS N08031, UNS N06045, UNS N06025, UNS R20033 Alloy Pipe Flanges, Forged Fittings, and Valves and Parts for Corrosive High-Temperature Service.
  15. B584 - Standard Specification for Copper Alloy Sand Castings for General Applications.
  16. B691 - Standard Specification for Iron-Nickel-Chromium-Molybdenum Alloys (UNS N08366 and UNS N08367) Rod, Bar, and Wire.
  17. D429 - Standard Test Methods for Rubber Property-Adhesion to Rigid Substrate.
- D. Compressed Gas Association (CGA):
1. Standard G-4.1 - Cleaning Equipment for Oxygen Service.
- E. NSF International (NSF):
1. Standard 61 - Drinking Water System Components - Health Effects.
- F. United States Code of Federal Regulations (CFR):
1. 21 - Food and Drugs.

### **1.03 SUBMITTALS**

- A. Submit as specified in Section 01300 - Submittal Procedures
- B. Product data: 15110 - Common Work Results for Valves
1. For general purpose AWWA butterfly valves, include description of the method of attachment of the disc edge to the valve disc.
  2. Interior epoxy coatings: Affidavit of compliance attesting that epoxy coatings applied to interior surfaces of butterfly valves comply with all provisions in accordance with AWWA C550.
  3. Certification, for valves and coatings in contact with potable water, that the products used are suitable for contact with drinking water in accordance with NSF Standard 61.
- C. Commissioning submittals:
1. Provide Manufacturer's Certificate of Installation and Functionality Compliance.

### **1.04 WARRANTY**

- A. Provide warranty as specified in Section 01740 - Warranties and Bonds.

## **PART 2 PRODUCTS**

### **2.01 DESIGN AND PERFORMANCE CRITERIA**

- A. Design requirements:
  - 1. Valve pressure rating shall be greater than or equal to the piping system test pressure specified in the Piping Schedule at the maximum service temperature.
  - 2. General purpose AWWA butterfly valves:
    - a. Design standard: Provide valves designed and manufactured in accordance with AWWA C504.
    - b. Class:
      - 1) Provide butterfly valves in accordance with AWWA Class 150B, unless otherwise specified.
- B. Usage:
  - 1. Provide and install butterfly valve types as outlined in the Butterfly Valve Application Schedule at the end of this Section.
- C. Performance requirements:
  - 1. Tight shutoff at the pressure rating of the valve with pressure applied in either direction.
  - 2. Suitable for the following service conditions:
    - a. Throttling.
    - b. Frequent operation.
    - c. Operation after long periods of inactivity.
    - d. Installation in any position and flow in either direction.

### **2.02 GENERAL PURPOSE AWWA BUTTERFLY VALVES (BFV00)**

- A. Manufacturers: One of the following or equal:
  - 1. DeZURIK/Sartell Model BAW.
  - 2. Mueller/Pratt Co.
- B. Valve body:
  - 1. Material: Cast iron, ASTM A126, Grade B, or ductile iron, ASTM A536, Grade 65-45-12.
  - 2. Body design:
    - a. Flanged body valves:
      - 1) Usage: Comply with limitations specified in the Butterfly Valve Application Schedule.
      - 2) Flanges: In accordance with ASME B16.1 Class 125 flanges for Class 150B valves.
- C. Disc:
  - 1. Material: Cast iron or ductile iron with Type 316 stainless steel edge that matches seat in valve body.
  - 2. Secure valve disc to shaft by means of smooth-sided, taper or dowel pins, Type 316 stainless steel, or Monel.
  - 3. Extend pins through shaft and mechanically secure in place.

- D. Shaft and bearings:
  - 1. Shaft design:
    - a. Valves greater than 20-inch size: 2-piece, stub shaft design.
  - 2. Shaft seal: Vee type, chevron design.
  - 3. Shaft material for Class 150B valves: Type 316 stainless steel, ASTM A276.
  - 4. Shaft bearings: Self-lubricating sleeve type:
    - a. Valves greater than 20-inch size: Teflon™ with stainless steel or fiberglass backing.
- E. Seats:
  - 1. Seat materials:
    - a. In low-pressure air applications: EPDM.
  - 2. For valves 24 inches in nominal size and larger, retain seats mechanically or by adhesive:
    - a. Mechanical retainage: Retain seat by a clamping ring with segmented clamping ring locks with adjusting locking screws.
      - 1) Clamping ring, ring locks, and adjusting locking screws: Type 316 stainless steel.
      - 2) Provide means to prevent ring locks and screws used to retain seats from loosening due to vibration or cavitation.
    - b. Adhesive retainage: Inset the seat within a groove in the valve body and retain in place with epoxy injected behind the seat so that the seat expands into the body.
    - c. Do not provide valves with seats retained by snap rings or spring-loaded retainer rings.
  - 3. Resilient seat: Withstand 75 pound per inch pull when tested in accordance with ASTM D429, Method B.
- F. Valve packing:
  - 1. Valves 4 inches to 48 inches nominal size: Self-adjusting V-type packing or chevron-type packing. EPDM to match seat material.

## **2.03 COATING REQUIREMENTS FOR METAL VALVES**

- A. Shop coat interior and exterior metal surfaces of valves, except as follows:
  - 1. Interior machined surfaces.
  - 2. Surfaces of gaskets and elastomeric seats and stem seals.
  - 3. Bearing surfaces.
  - 4. Stainless steel surfaces and components.
- B. Coating material for components in contact with potable water applications:
  - 1. Formulate interior coating material from materials in accordance with CFR 21, AWWA C550, and NSF 61.
  - 2. Submit affidavit of compliance attesting that epoxy coatings applied to interior surfaces of butterfly valves in accordance with CFR 21, AWWA C550, and NSF 61.
- A. Interior surfaces:
  - 1. Interior surfaces: High solids epoxy as specified in Section 09960 - High-Performance Coatings, Attachment A – Coating Schedule.

- B. Exterior surfaces:
  - 1. Exterior surfaces of valves, actuators, and accessories coating as specified in Section 09960 - High-Performance Coatings, Attachment A – Coating Schedule for the following conditions:
    - a. High solids epoxy with polyurethane topcoat.
  - 2. Polished and machined surfaces: Apply rust-preventive compound,
    - a. Manufacturers: One of the following or equal:
      - 1) Houghton, Rust Veto 344.
      - 2) Rust-Oleum, R-9.
- C. Field applied coatings of valve exterior:
  - 1. Match color and be compatible with manufacturer's coating system and as specified in Section 09960 - High-Performance Coatings.
    - a. When shop applied finish coating matches field applied coating on adjacent piping, touch up shop coating in damaged areas in accordance with instructions recommended by the paint manufacturer.
    - b. When shop applied coating does not match field coating on adjacent piping, or when damage has occurred to the shop applied coating that requires more than touchup, blast clean valve surfaces or utilize other surface preparation recommended by the manufacturer of the coating material and apply the coating system used for coating adjacent piping.

### **PART 3 EXECUTION**

#### **3.01 INSTALLATION**

- A. Install valves with valve shafts horizontal, unless a vertical shaft is required to suit a particular installation, and unless a vertical shaft is indicated on the Drawings.
- B. Install pipe spools or valve spacers in locations where butterfly valve disc travel may be impaired by adjacent pipe lining, pipe fittings, valves, or other equipment.
- C. Install in accordance with manufacturer's instructions.

#### **3.02 COMMISSIONING**

- A. Manufacturer services:
  - 1. Provide certificates:
    - a. Manufacturer's Certificate of Installation and Functionality Compliance.
- B. Functional testing:
  - 1. Valves:
    - a. Test witnessing: Witnessed.
    - b. Conduct pressure and leak test, as specified in Section 15110 - Common Work Results for Valves.

### **3.03 BUTTERFLY VALVE APPLICATION SCHEDULE**

- A. Acceptable butterfly valve types and body styles are listed in the Butterfly Valve Application Schedule provided at the end of this Section. Furnish and install butterfly valves in accordance with this Schedule.

<b>BUTTERFLY VALVE APPLICATION SCHEDULE</b>	
<b>Valve Type and Style</b>	<b>Acceptable Applications</b>
General Purpose AWWA Butterfly Valves - Flanged Body Design.	Aboveground or submerged in the following service applications only: <ul style="list-style-type: none"><li>- Acceptable in all service applications except oxygen and ozone service and high-pressure service.</li><li>- May be used in buried applications when required by the specified piping system.</li></ul>

END OF SECTION

## **SECTION 15115**

### **GATE VALVES**

#### **PART 1 GENERAL**

##### **1.01 SUMMARY**

- A. Section includes: Gate valves.
- B. As specified in Section 15110 - Common Work Results for Valves.

##### **1.02 REFERENCES**

- A. American Society of Mechanical Engineers (ASME):
  - 1. B16.5 - Pipe Flanges and Flanged Fittings: NPS 1/2 through NPS 24 inch Standard.
- B. American Water Works Association (AWWA):
  - 1. C515 - Standard for Reduced-Wall, Resilient-Seated Gate Valves for Water Supply Services.
- C. ASTM International (ASTM):
  - 1. B98 - Standard Specification for Copper-Silicon Alloy Rod, Bar, and Shapes.

##### **1.03 SUBMITTALS**

- A. Submit as specified in Section 01300 - Submittal Procedures.
- B. Product data: As specified in Section 15110 - Common Work Results for Valves.

##### **1.04 WARRANTY**

- A. Provide warranty as specified in Section 01740 - Warranties and Bonds.

#### **PART 2 PRODUCTS**

##### **2.01 GATE VALVES – GENERAL SERVICE (GV00)**

- A. Gate valves aboveground:
  - 1. Valves less than 3 inches in size for clean water and air service:
    - a. Manufacturers: One of the following or equal:
      - 1) Crane, Figure 431.
      - 2) Jenkins, Figure 47.
      - 3) Lunkenheimer Co., Figure 2151.

- b. Design:
  - 1) Size and configuration: Existing.
  - 2) Manufacturer's standard bronze, solid wedge disc, rising stem, screwed end, Class 150 pounds.

### **PART 3 EXECUTION**

#### **3.01 INSTALLATION**

- A. Replace existing gates valves mounted on top of existing 30" inlet and outlet piping.

#### **3.02 COMMISSIONING**

- A. Functional testing:
  - 1. Valves:
    - a. Test witnessing: Witnessed.
    - b. Conduct pressure and leak test as specified in Section 15110 - Common Work Results for Valves.

END OF SECTION

## **SECTION 15121**

### **PIPE COUPLINGS**

#### **PART 1 GENERAL**

##### **1.01 SUMMARY**

- A. Section includes:
  - 1. Pipe couplings for carbon steel piping.

##### **1.02 REFERENCES**

- A. American National Standards Institute (ANSI).
- B. American Society of Mechanical Engineers (ASME):
  - 1. B31.1 - Power Piping.
  - 2. B31.9 - Building Services Piping.
- C. American Water Works Association (AWWA):
  - 1. C111 - Standard for Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings.
  - 2. C207 - Standard for Steel Pipe Flanges for Waterworks Service - Sizes 4 In. Through 144 In.
  - 3. C213 - Standard for Fusion-Bonded Epoxy Coatings and Linings for Steel Water Pipe and Fittings.
  - 4. C606 - Standard for Grooved and Shouldered Joints.
- D. ASTM International (ASTM):
  - 1. A36 - Standard Specification for Carbon Structural Steel.
  - 2. A53 - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.
  - 3. A193 - Standard Specification for Alloy Steel and Stainless Steel Bolting Materials for High Temperature or High Pressure Service and Other Special Purpose Applications.
  - 4. A240 - Standard Specification for Chromium and Chromium-Nickel Stainless Steel Plate, Sheet, and Strip for Pressure Vessels and for General Applications.
  - 5. A351 - Standard Specification for Castings, Austenitic, for Pressure-Containing Parts.
  - 6. A449 - Standard Specification for Hex Cap Screws, Bolts and Studs, Steel, Heat Treated, 120/105/9 ksi Minimum Tensile Strength, General Use.
  - 7. A536 - Standard Specification for Ductile Iron Castings.
  - 8. A563 - Standard Specification for Carbon and Alloy Steel Nuts.
  - 9. A576 - Standard Specification for Steel Bars, Carbon, Hot-Wrought, Special Quality.
  - 10. C425 - Standard Specification for Compression Joints for Vitrified Clay Pipe and Fittings.



11. C443 - Standard Specification for Joints for Concrete Pipe and Manholes, Using Rubber Gaskets.
  12. C564 - Standard Specification for Rubber Gasket for Cast Iron Pipe and Fittings.
  13. C1173 - Standard Specification for Flexible Transition Couplings for Underground Piping Systems.
  14. D1869 - Standard Specification for Rubber Rings for Asbestos-Cement Pipe.
  15. D2000 - Standard Classification System for Rubber Products in Automotive Applications.
  16. D5926 - Standard Specification for Poly (Vinyl Chloride) (PVC) Gaskets for Drain, Waste, and Vent (DWV), Sewer, Sanitary, and Storm Plumbing Systems.
  17. F593 - Standard Specification for Stainless Steel Bolts, Hex Cap Screws, and Studs.
  18. F594 - Standard Specification for Stainless Steel Nuts.
  19. F3125 - Standard Specification for High Strength Structural Bolts, Steel and Alloy Steel, Heat Treated, 120 ksi and 150 ksi Minimum Tensile Strength.
- E. NSF International (NSF):
1. 61 - Drinking Water System Components - Health Effects.
  2. 372 - Drinking Water System Components - Lead Content.

### **1.03 SUBMITTALS**

- A. Submit as specified in Section 01300 - Submittal Procedures.
- B. Product data:
1. For each product in this Section as applicable:
    - a. Design features.
    - b. Load capacities.
    - c. Material designations by UNS alloy number or ASTM Specification and Grade.
    - d. Data needed to verify compliance with the Specifications.
    - e. Catalog data.
    - f. Clearly mark submittal information to show specific items, materials, and accessories or options being furnished.
- C. Calculations:
1. Provide calculations in accordance with NSF 372 for materials in contact with drinking water.

### **1.04 WARRANTY**

- A. Provide warranty as specified in Section 01740 - Warranties and Bonds.

## **PART 2 PRODUCTS**

### **2.01 GENERAL**

- A. As specified in Section 01600 - Product Requirements:
  - 1. Materials in contact with drinking waters: In accordance with NSF 61 and NSF 372.
- B. Known acceptable manufacturers are listed by specific products.
- C. Provide references as specified in this Section by specific product.
- D. Manufacturer's representatives requirements.
- E. Gaskets for flexible couplings and flanged coupling adapters:
  - 1. Provide gasket materials for piping applications as follows:
    - a. EPDM.
- F. Exterior coatings for underground and submerged applications:
  - 1. Manufacturers: One of the following or equal:
    - a. Tapecoat Co., Inc., T.C. Mastic.
    - b. Kop-Coat Co., Inc., Bitumastic Number 50.
  - 2. Thickness: Minimum 0.040 inch.

### **2.02 PIPE COUPLINGS FOR CARBON STEEL PIPING**

- A. Flexible couplings:
  - 1. Manufacturers: One of the following or equal:
    - a. Dresser, Inc., Style 38.
    - b. Smith-Blair, Inc., Series 411.
    - c. Romac Ind., Inc., Style 511 or Style 400.
  - 2. Materials:
    - a. Center sleeve and follower flanges: Ductile iron or low carbon steel having a minimum yield strength of 30,000 pounds per square inch.
    - b. Bolts and hex nuts:
      - 1) Aboveground: High strength, low alloy steel in accordance with AWWA C111.
      - 2) Buried and underwater: Type 316 stainless steel bolts in accordance with ASTM F593.
  - 3. Coating and lining: Manufacturer's standard fusion bonded epoxy, NSF 61 certified.
  - 4. Center sleeve dimensions: Provide center sleeves with lengths in accordance with following table:

<b>Nominal Pipe Diameter</b>	<b>Sleeve Length</b>
30"	10 7/8 inch

## **PART 3 EXECUTION**

### **3.01 INSTALLATION**

- A. In underground and underwater installations, coat the exterior of coupling with a protective coating in accordance with manufacturer's instructions.
- B. Joints and flexible connections shall be installed centered with no angular deflection unless otherwise indicated on the Drawings.
- C. Flexible couplings and flange coupling adapters: Install with gap between pipe ends in accordance with the following table unless a greater gap is indicated on the Drawings. Maximum gap tolerance shall be within 1/8 inch.
  - 1. Install flexible coupling with pipe gap located in middle of center sleeve.
  - 2. Install flanged coupling adapter with end of plain end pipe in middle of flanged coupling body.

<b>Center Ring Length</b>	<b>Gap Dimension and Tolerance</b>
10 inch and greater	7/8 inch

- D. Bolted, split-sleeve couplings:
  - 1. Inspect each coupling to insure that there are no damaged portions of the coupling.
    - a. Pay particular attention to the sealing pad/sealing plate area.
    - b. Before installation, thoroughly clean each coupling of any foreign substance which may have collected thereon and shall be kept clean at all time.
  - 2. Wrenches:
    - a. Conform to manufacturer instructions.
    - b. Bolts and studs shall be tightened so as to secure a uniform gasket compression between the coupling and the body of the pipe with all bolts or studs tightened approximately the same amount.
    - c. Final tightening shall be done by hand (no air impact wrenches) and is complete when the coupling is in uniform contact with the outside surface of the pipe all around the circumference of the pipe.
  - 3. No joint shall be misfit in any plane.
  - 4. On the fixed ends of bolted, split-sleeve couplings, the shoulders shall bear on the restraint rings all around with no visible gap.
  - 5. Ends of piping where coupler are installed shall be smooth and free of defects.
    - a. Remove weld splatter and grind smooth.
    - b. Grind pipe seam welds flush with pipe wall and smooth.

END OF SECTION

**SECTION 15249**

**POLYVINYL CHLORIDE (PVC) PIPE: SCHEDULE TYPE**

**PART 1 GENERAL**

**1.01 SUMMARY**

- A. Section includes: Schedule type PVC pipe and fittings.

**1.02 REFERENCES**

- A. ASTM International (ASTM):
  - 1. D1784 - Standard Specification for Rigid Poly(Vinyl Chloride) (PVC) Compounds and Chlorinated Poly(Vinyl Chloride) (CPVC) Compounds.
  - 2. D1785 - Standard Specification for Poly(Vinyl Chloride) (PVC) Plastic Pipe, Schedules 40, 80 and 120.
  - 3. D2466 - Standard Specification for Poly(Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 40.
  - 4. D2467 - Standard Specification for Poly(Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 80.
  - 5. D2564 - Standard Specification for Solvent Cements for Poly(Vinyl Chloride) (PVC) Plastic Piping Systems.
  - 6. D2855 - Standard Practice for the Two-Step (Primer and Solvent Cement) Method of Joining Poly (Vinyl Chloride) (PVC) or Chlorinated Poly (Vinyl Chloride) (CPVC) Pipe and Piping Components with Tapered Sockets.
  - 7. F645 - Standard Guide for Selection, Design and Installation of Thermoplastic Water-Pressure Piping Systems.
- B. NSF International (NSF):
  - 1. 61 - Drinking Water System Components - Health Effects.

**1.03 SUBMITTALS**

- A. Submit as specified in Section 01300 - Submittal Procedures.
- B. Product data: As specified in Section 15052 - Common Work Results for General Piping.

**1.04 DELIVERY, STORAGE, AND HANDLING**

- A. Protect from sunlight, scoring, and distortion.
- B. Do not allow surface temperatures to exceed 120 degrees Fahrenheit.
- C. Store and handle as recommended by manufacturer in published instructions.

## **PART 2 PRODUCTS**

### **2.01 MATERIALS**

- A. Extruding and molding material: Virgin material containing no scrap, regrind, or rework material except where permitted in the referenced standards.
  - 1. Pipe: Designation PVC 1120 in accordance with ASTM D1785 and appendices:
    - a. Extruded from Type I, Grade 1, Class 12454 material in accordance with ASTM D1784.
    - b. Schedule 80 unless otherwise indicated on the Drawings.
  - 2. Fittings: In accordance with ASTM D2467.
    - a. Same material as the pipe and of equal or greater pressure rating.
    - b. Supplied by pipe manufacturer.
    - c. Unions 4 inches and smaller:
      - 1) Use socket end screwed unions.
  - 3. Solvent cement:
    - a. In accordance with ASTM D2564.
    - b. Manufacturers: The following or equal:
      - 1) IPS Corp.
        - a) Primer: Type P70
        - b) Cement: Type 724
    - c. Certified by the manufacturer for the service of the pipe.
    - d. In potable water applications: Provide solvent cement listed by NSF for potable water applications.

### **2.02 SOURCE QUALITY CONTROL**

- A. Meets or exceeds all quality assurance test requirements stated in ASTM D1785.

## **PART 3 EXECUTION**

### **3.01 INSTALLATION**

- A. Install piping in accordance with ASTM F645, or manufacturer's published instructions for installation of piping, as applicable.
- B. Provide molded transition fittings for transitions from plastic to metal pipe.
  - 1. Do not thread pipe.
  - 2. Do not use flanged transition fittings unless specifically indicated on the Drawings.
- C. Locate unions where required for adequate access and assembly of the piping system.
- D. Provide serrated nipples for transition from pipe to rubber hose.
- E. Solvent weld joints in accordance with ASTM D2855.

**3.02 FIELD QUALITY CONTROL**

- A. Test pipe as specified in Section 15052 - Common Work Results for General Piping.

END OF SECTION

**CITY OF BAYTOWN, TEXAS**  
**INDEBTEDNESS CERTIFICATION**

**Project Name:** Change Order No.2 with LEM Construction Company, Inc., for the Bay

**Company Name:** LEM Construction Company, Inc

**Department:** Parks & Recreation

**Date:** 07/18/2022

**Council Date:** 07/28/2022

A review of the above-described company was made in accordance with 2-663 of the City of Baytown Code of Ordinances and the aforementioned company was found:

☐ to be indebted to the City in the following areas:

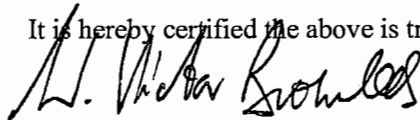
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☒ not to be indebted to the City.

It is hereby certified the above is true and correct based on the best information available.



07/18/2022

Director of Finance

Date

For information regarding this certificate, please contact the Finance Director at 281-420-6531.

If an appeal to this determination is to be filed under section 2-664 of this code, please forward to the following address:

City of Baytown  
Director of Finance  
P O Box 424  
Baytown, TX 77522-0424



## **CITY COUNCIL MEETING**

**10. c.**

**Meeting Date:** 07/28/2022

**Subject:** Consider Authorizing a Professional Services Agreement for W. Texas Ave. Drainage Improvements Project

**Prepared for:** Andrea Brinkley, Public Works/Engineering/BAWA, C.I.P

**Prepared by:** Roshan Chaudhary, Public Works/Engineering/BAWA

**Department:** Public Works/Engineering/BAWA

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### **Information**

#### **ITEM**

Consider an ordinance authorizing a Professional Services Agreement with Freese and Nichols, Inc. for the West Texas Ave. Drainage Improvements Project.

#### **PREFACE**

This proposed Ordinance authorizes a consulting services agreement with Freese and Nichols, Inc. for the West Texas Ave. Drainage Improvements Project. (the "Project"), in an amount not to exceed \$735,518.00.

This project is funded by CDBG-GLO grant funding, Harris County funding, and City of Baytown funding project. The project will improve long-standing drainage issues in the West Texas Avenue area by completing the drainage improvement. The project will reduce risk of repetitive structural flooding in the area.

The scope of project will include the area of West Texas Avenue from N. Whiting Street to N. Jones Street. The key components include:

- Drainage Improvements, including inlets and underground pipes along W. Texas Avenue, N. Pruett, N. Jones Streets and W. Defee Avenue (N. Whiting Street to N. Jones Street)
- Pavement, Curb and Gutter, and Sidewalk Reconstruction on all streets receiving drainage improvements described above.
- Enhanced lighting, street furniture and streetscape, such as pavers and landscaping along W. Texas Ave.
- Water and sewer adjustments as required.

The major tasks included in this contract and associated costs are outlined below:

- Preliminary Engineering services in the amount of \$264,814.00
- Final Design Services in the amount of \$339,208.00
- Bid Phase services in the amount of \$19,508.00
- Construction Phase services in the amount of \$59,701.00
- Special Phase Services in the amount of \$52,287.00

The proposed ordinance authorizes an agreement for professional engineering services with Freese and Nichols, Inc. in a total contract amount not to exceed \$735,518.00. It is expected that the design effort will have a duration of twelve (12) months followed by an estimated construction duration of fourteen (14)



months for a project duration (26) months.

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	<b><u>Fiscal Impact</u></b>
<b><u>Fiscal Year:</u></b>	2022
<b><u>Acct Code:</u></b>	27011-85012-FG27011-85012
<b><u>Source of Funds (Operating/Capital/Bonds):</u></b>	Grant Funds
<b><u>Funds Budgeted Y/N:</u></b>	Y
<b><u>Amount Needed:</u></b>	\$735,518.00
<b><u>Fiscal Impact (Additional Information):</u></b>	

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	<b><u>Attachments</u></b>
Ordinance - Professional Services Agreement	
Exhibit A - Professional Services Agreement	
Map of Improvements	
Indebtedness Certification	

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AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH FREESE AND NICHOLS, INC., FOR PRELIMINARY ENGINEERING SERVICES, FINAL DESIGN SERVICES, BID PHASE SERVICES, CONSTRUCTION PHASE SERVICES, AND SPECIAL PHASE SERVICES FOR THE WEST TEXAS AVENUE DRAINAGE IMPROVEMENTS PROJECT; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN AN AMOUNT NOT TO EXCEED SEVEN HUNDRED THIRTY-FIVE THOUSAND FIVE HUNDRED EIGHTEEN AND NO/100 DOLLARS (\$735,518.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

\*\*\*\*\*

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of the City of Baytown, Texas, hereby authorizes and directs the City Manager to execute and the City Clerk to attest to a Professional Services Agreement with Freese and Nichols, Inc., for preliminary engineering services, final design services, bid phase services, construction phase services, and special phase services for the West Texas Avenue Drainage Improvements Project. A copy of said agreement is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes.

Section 2: That the City Council of the City of Baytown authorizes payment to Freese and Nichols, Inc., in an amount not to exceed SEVEN HUNDRED THIRTY-FIVE THOUSAND FIVE HUNDRED EIGHTEEN AND NO/100 DOLLARS (\$735,518.00) for professional services in accordance with the agreement authorized in Section 1 hereinabove.

Section 3: That the City Manager is hereby granted general authority to approve a decrease or an increase in costs by FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) or less.

Section 4: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 28<sup>th</sup> day of July, 2022.

\_\_\_\_\_  
BRANDON CAPETILLO, Mayor

ATTEST:

\_\_\_\_\_  
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
SCOTT LEMOND, City Attorney

# EXHIBIT "A"

## AGREEMENT FOR CONSULTING SERVICES

STATE OF TEXAS                   §  
   §  
COUNTY OF HARRIS           §

This Agreement (this "Agreement") is entered into by and between Freese and Nichols (hereinafter "Consultant") and the City of Baytown, a home-rule municipality located in Harris and Chambers Counties, Texas (the "City").

### 1. Scope of Services/Consultant Fees

This Agreement authorizes Consultant to perform Professional services for West Texas Avenue Drainage Project (the "Work") for and on behalf of the City. The scope of the Work is detailed in Exhibit "A." The compensation and professional fees for Consultant and its subconsultants is more particularly described in Exhibit "B" and shall not exceed SEVEN HUNDRED THIRTY FIVE THOUSAND FIVE HUNDRED EIGHTEEN AND NO/100 DOLLARS (\$735,518.00). The time schedules for the Work are specified in Exhibit "C." Each of these Exhibits "A" through "C" are incorporated into this Agreement by reference for all purposes.

### 2. Compensation and Professional Fees

- a. The City shall pay Consultant in installments based upon monthly progress reports and detailed invoices submitted by the Consultant based upon the following:

1. Design Phase Services (Lump Sum).....	\$604,022.00
2. Bid Phase Services (Hourly Not to Exceed) .....	\$19,508.00
3. Construction Phase Services (Hourly Not to Exceed) .....	\$59,701.00
4. Additional Services (Lump Sum) .....	\$52,287.00
(These services require independent and specific advance, written authorization)	
5. Reimbursable Expenses (Not to Exceed).....	\$0.00
<b>6. Total .....</b>	<b>\$735,518.00</b>

- b. For an agreed contract amount identified as "Lump Sum," "Not to Exceed" and "Reimbursable," Consultant shall not exceed the fixed contractual amount without written authorization in the form of a Contract amendment.

- c. Reimbursable Expenses, as shown in Exhibit "B," are itemized by work category. Reimbursable Expenses shall be invoiced AT COST, without subsequent markup by Consultant. All invoices containing a request for Reimbursable Expenses shall include copies of the original expense receipts itemized per allowable category.

- (1) Allowable reimbursable Expenses include:

- (a) Hard copy reproductions, copies, and/or binding costs;
- (b) Postage;
- (c) Mileage, for travel from Consultant's local office (within a 25-mile radius) to meetings at the City or jobsite. Mileage shall be charged at the current IRS rates;

- (d) Travel Expenses, mileage from local office to state or federal regulatory agency office beyond 100 miles; and
  - (e) Lodging expenses for destinations beyond 100 miles from Consultant's local office AND when business hours exceed eight hours within one business day OR when Consultant's services require more than one eight-hour day at the destination; provided such expenses has been approved in writing by the City.
- (2) Disallowed Expenses include travel expenses for professional expertise traveling into the Greater Houston Area from Consultant's office outside the Greater Houston Area.
- d. Consultant shall invoice based upon total services actually completed during the applicable month. Invoices and all required or requested backup information shall be tendered no more often than once a month. Consultant shall not invoice the City for services or expenses that were incurred more than sixty (60) days before the date of the invoice. Failure to timely invoice the City for services or expenses shall result in Consultant's invoice being denied.
- e. In the event of a disputed or contested invoice, the City may withhold from payment that portion so disputed or contested, and the undisputed portion will be paid.

### **3. Personnel of Consultant**

- a. Consultant's Project Manager  
Consultant shall designate Dane P Schneider, P.E., to serve as Project Manager for the Work performed under this Agreement. Any change of Project Manager shall require thirty (30) days advance written approval from the City's Representative.
- b. Licensed and Registered Architects/Engineers  
Consultant shall keep full-time registered architects and/or engineers licensed in the State of Texas on staff and assigned to the Work for the duration of its performance of the Work.
- c. Data on Consultant's Employees  
Prior to commencement of the Work, Consultant shall forward to the City a detailed resume of the personnel that will be assigned to the Work. Such personnel shall include, but not be limited to, architects and/or engineers as applicable.
- d. Rejection of Consultant's Employees  
The City reserves the right to approve or reject from the Work any employees of Consultant.

#### **4. Designation and Duties of the City's Representative**

- a. The City's Director of Public Works and Engineering or his designee shall act as the City's Representative.
- b. The City's Representative shall use his best efforts to provide nonconfidential City records for Consultant's usage on the Work and to provide access to City's property and easements. However, the City does not guarantee the accuracy or correctness of the documents so provided. Notwithstanding the foregoing, Professional shall be entitled to use and rely upon information provided by the City in performing the services required under this Agreement only to the extent and level specified by the City in writing for each document provided. Nothing contained herein shall be construed to require the City to provide such records in any certain format. The format in which the existing data and documentation will be provided shall be at the sole discretion of the City.

#### **5. Standards of Performance**

- a. Consultant shall perform all services under this Agreement with the care and skill ordinarily used by members of Consultant's profession practicing under the same or similar circumstances, time and locality. Opinion of probable cost shall be based upon the Consultant's experience and represent its best judgment as an experienced and qualified professional. Each submittal of opinion of probable cost shall be commensurate with the project design.

Consultant shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the City shall not be responsible for discovering deficiencies therein. Consultant shall correct such deficiencies without additional compensation.

- b. Codes and Standards
  - (1) All references to codes, standards, environmental regulations and/or material specifications shall be to the latest revision, including all effective supplements or addenda thereto, as of the date that the order for any necessary equipment is made by the City or that the construction specified is bid by the City.
  - (2) If any such equipment is specially manufactured, it shall be identified to the City, and the Contractor and the Seller shall present sufficient data to the City to support the design and the suitability of the equipment.
  - (3) All materials specified on any City project shall be in accordance with City, ASTM, ACI, and AASHTO specifications, and with other recognized standards. Proprietary material or other materials for which no generally recognized standards exist may be used provided there has been at least five

- (5) years of proven experience in the field, and such satisfactory documentation has been approved by the City's Representative.
- (4) The Work shall be designed and furnished in accordance with the most current codes and/or standards adopted by city, state, or federal government or in general custom and usage by the profession and shall comply with Texas Department of Licensing and Regulation's rules and regulations, including the Texas Accessibility Standards.
- (5) The codes and standards used in the profession set forth minimum requirements. These may be exceeded by the Contractor or Consultant if superior methods are available for successful operation of equipment and/or for the construction project on which the Work is performed. Any alternative codes or regulations used shall have requirements that are equivalent or better than those in the above-listed codes and regulations. Consultant shall state the alternative codes and regulations used.
- (6) Consultant agrees the services it provides as an experienced and qualified architect/engineer will reflect the professional standards, procedures and performances common in the industry for this project. Consultant further agrees that any analysis, reports, preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel and the performance of other services under this contract will be pursuant to the standard of performance common in the profession.
- (7) Consultant shall promptly correct any defective analysis caused by Consultant at no cost to City. The City's approval, acceptance, use of or payment for all or any part of Consultant's services hereunder or of the Work itself shall in no way alter Consultant's obligations or the City's rights under this Agreement. As applicable, Consultant shall provide the City with record "as-built" drawings relating to the Work in an electronic format that is acceptable to the City. City shall be in receipt of record drawings, if applicable, prior to final payment.
- (8) Consultant has no control over the cost of labor, materials, equipment or services furnished by others, other than its subconsultants. Data projections and estimates are based upon Consultant's opinion based on experience and judgment. Consultant cannot and does not guarantee that actual costs and/or quantities realized will vary from the data projections and estimates prepared by Consultant.
- (9) Consultant shall submit all final construction documents in both hard copy and electronic format. Plans shall be AutoCAD compatible and all other documents shall be Microsoft Office compatible. The software versions used shall be compatible to current City standards. Other support documents, for example, structural calculations, drainage reports and

geotechnical reports, shall be submitted in hard copy only. All Record Drawings electronic files shall be submitted to the City in PDF/TIF format.

## **6. Schedule**

Consultant shall not proceed with the Work or any stage thereof until written notice to proceed is provided by the City's Representative. Consultant's obligation to render services specified in Exhibit "B" will be for the entire period necessary for the final completion of the construction of the Work. If the Consultant contributes to any delay in the schedule, Consultant will have no right to seek and shall not be entitled to any additional compensation.

## **7. Instruments of Service**

Upon execution of this Agreement, Consultant grants to the City an ownership interest in the Instruments of Service. Consultant shall obtain similar interests from the City and Consultant's consultants consistent with this Agreement. As noted in Articles 5 and 11, Consultant shall be required to tender to City all Instruments of Service. With such ownership interest, it is expressly understood by the parties hereto that the City may use the Instruments of Service for any purposes which the City sees fit, including, but not limited to, subsequent construction, reconstruction, alteration, and/or repairs of the Project. As a condition to the City's use of the Instruments of Service, the City hereby expressly agrees to remove Consultant's name and all references to Consultant and its consultants from the Documents. Provided that this Agreement is not terminated for cause by the City, the City shall release any and all claims which the City could make arising out of or in connection with any reuse of the documents by the City.

## **8. Insurance and Bond Requirements**

Consultant shall procure and maintain at its sole cost and expense for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by Consultant, its agents, representatives, volunteers, employees or subconsultants.

- a. Consultant's insurance coverage shall be primary insurance with respect to the City, its officials, employees and agents. Any insurance or self-insurance maintained by the City, its officials, employees or agents shall be considered in excess of Consultant's insurance and shall not contribute to it. Further, Consultant shall include all subconsultants, agents and assigns as additional insureds under its policy or shall furnish separate certificates and endorsements for each such person or entity. All coverages for subconsultants and assigns shall be subject to all of the requirements stated herein.

The following is a list of standard insurance policies along with their respective minimum coverage amounts required in this Agreement:

1. Commercial General Liability
  - General Aggregate: \$2,000,000
  - Products & Completed Operations Aggregate: \$2,000,000
  - Personal & Advertising Injury: \$1,000,000
  - Per Occurrence: \$1,000,000

- Fire Damage \$500,000
- Waiver of Subrogation required
- Coverage shall be broad form
- No coverage shall be deleted from standard policy without notification of individual exclusions being attached for review and acceptance.

2. Business Automobile Policy

- Combined Single Limits: \$1,000,000
- Coverage for "Any Auto"
- Waiver of Subrogation required.

3. Errors and Omissions

- Limit: \$1,000,000 for this project
- For all architects, engineers, and/or design companies
- Claims-made form is acceptable
- Coverage will be in force for one (1) year after completion of the Project.
- Waiver of Subrogation required.

4. Workers' Compensation

- Statutory Limits
- Employer's Liability \$500,000
- Waiver of Subrogation required.

b. The following shall be applicable to all policies of insurance required herein.

1. Insurance carrier for all liability policies must have an A.M. Best Rating of A:VIII or better.
2. Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
3. Liability policies must be on occurrence form. Errors and Omissions can be on claims-made form.
4. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days prior written notice by mail, return receipt requested, has been given to the City.
5. The City, its officers, agents and employees are to be added as Additional Insureds to all liability policies, with the exception of the Workers' Compensation and Errors and Omissions Policies required herein.



6. Upon request and without cost to the City, certified copies of all insurance policies and/or certificates of insurance shall be furnished to the City.
7. Upon request and without cost to the City, loss runs (claims listing) of any and/or all insurance coverages shall be furnished to the City.
8. All insurance required herein shall be secured and maintained in a company or companies satisfactory to the City, and shall be carried in the name of Consultant. Consultant shall provide copies of insurance policies and endorsements required hereunder to the City on or before the effective date of this Agreement.

**9. Indemnification and Release**

**CONSULTANT AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES (HEREINAFTER REFERRED TO AS THE "CITY") FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR DAMAGE TO ANY PROPERTY OR FOR ANY BREACH OF CONTRACT TO THE EXTENT ARISING OUT OF OR IN CONNECTION WITH AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE PROFESSIONAL OR THE CONSULTANT'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL (COLLECTIVELY, CONSULTANT'S PARTIES). IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH CONSULTANT AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONSULTANT TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF CONSULTANT'S PARTIES' OWN WILLFUL MISCONDUCT, JOINT OR SOLE NEGLIGENCE AS WELL AS THE CONSULTANT'S PARTIES' INTENTIONAL TORTS, INTELLECTUAL PROPERTY INFRINGEMENTS, AND FAILURES TO MAKE PAYMENTS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. SUCH INDEMNITY SHALL NOT APPLY, HOWEVER, TO LIABILITY ARISING FROM THE PERSONAL**

**INJURY, DEATH, OR PROPERTY DAMAGE OF PERSONS THAT IS CAUSED BY OR RESULTS FROM THE NEGLIGENCE OF ANY PERSON OTHER THAN THE CONSULTANT'S PARTIES. IN THE EVENT THAT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY FROM WHICH THE CITY IS INDEMNIFIED, CONSULTANT FURTHER AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY LEGAL COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED HEREINABOVE SHALL SURVIVE THE TERMINATION AND/OR EXPIRATION OF THIS AGREEMENT.**

By this Agreement, the City does not consent to litigation or suit, and the City hereby expressly revokes any consent to litigation that it may have granted by the terms of this Contract or any other contract or agreement, any charter, or applicable state law. Nothing herein shall be construed so as to limit or waive the City's sovereign immunity. Consultant assumes full responsibility for its services 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 they be either of the parties hereto, their employees, or other third parties) and any loss of or damage to property (whether the property be that of either of the parties hereto, their employees, or other third parties) that is caused by or alleged to be caused by, arising out of, or in connection with Consultant's services to be performed hereunder. This release shall apply with respect to Consultant's services regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance.

#### **10. Subcontractors and Subconsultants**

Consultant shall receive written approval of the City's Representative prior to the use of any subcontractors or subconsultants. A copy of all proposed contracts with subconsultants and/or subcontractors shall be given to the City before execution of such contracts.

#### **11. Termination of Consultant**

The City, besides all other rights or remedies it may have, shall have the right to terminate this Agreement without cause upon written notice from the City Manager to Consultant of the City's election to do so. Furthermore, the City may immediately and without notice terminate this Agreement if Consultant breaches this Agreement. A breach of this Agreement shall include, but not be limited to, the following:

- (a) failing to pay insurance premiums, liens, claims or other charges;
- (b) failing to pay any payments due the city, state, or federal government from Consultant or its principals, including, but not limited to, any taxes, fees, assessments, liens, or any payments identified in this Agreement;
- (c) the institution of voluntary or involuntary bankruptcy proceeding against Consultant;

- (d) the dissolution of Consultant;
- (e) refusing or failing to prosecute the Work or any separable part with the diligence that will ensure its completion within the time specified in this Agreement;
- (f) failing to complete Work within the time period specified in this Agreement; and/or
- (g) the violation of any provision of this Agreement.

Upon delivery of any notice of termination required herein, Consultant shall discontinue all services in connection with the performance of the Agreement. Within ten (10) days after receipt of the notice of termination, Consultant shall submit a final statement showing in detail the services satisfactorily performed and accepted and all other appropriate documentation required herein for payment of services. At the same time that the final statement is tendered to the City, Consultant shall also tender to the City's Representative all of Consultant's instruments of service, including all drawings, special provisions, field survey notes, reports, estimates, and any and all other documents or work product generated by Consultant under this Agreement, whether complete or not, in an acceptable form and format together with all unused materials supplied by the City. No final payment will be made until all such instruments of service and materials supplied are so tendered.

If this Agreement is terminated for cause, Consultant shall be liable for any damage to the City resulting therefrom. This liability includes any increased costs incurred by the City in completing Consultant's services. The rights and remedies of the City in this section are in addition to any other rights and remedies provided by law or under this Agreement.

## **12. Books and Records**

Within ten (10) days of the City's request and at no cost to the City, the City will be entitled to review and receive a copy of all documents that indicate work on the Project that is subject to this Agreement.

Consultant shall keep and maintain under Generally Accepted Accounting Principles or Government Accounting Standards Board standards, as applicable, full, true, and complete records necessary for fully disclosing to the Texas General Land Office ("GLO"), the Texas State Auditor's Office, the United States Government, and/or their authorized representatives sufficient information to determine Consultant's compliance with this Contract and all applicable laws, statutes, rules, and regulations.

## **13. Inspection and Audit**

- (a) All records related to this Agreement, including records of Consultant and its subcontractors, shall be subject to GLO Administrative and Audit Regulations. Accordingly, such records and work product shall be subject, at any time, to inspection, examination, audit, and copying at Consultant's primary location or any location where such records and work products may be found, with or without notice from the City, GLO, or other government entity with necessary legal authority. Consultant shall cooperate fully with any federal or state entity in the conduct of inspection,

examination, audit, and copying, including providing all information request. Consultant will ensure that this clause concerning federal and state entities' authority to inspect, examine, audit, and copy records and work product, and the requirement to fully cooperate with the federal and state entities, is included in any subcontract it awards.

- (b) Consultant understand and agrees that this Agreement is a subcontract under a GLO grant award to the City and that the State Auditor may conduct an audit or investigation of any entity receiving funds from the State directly under a grant award, or indirectly through a subcontract under the grant award. Acceptance of funds directly under the grant award or indirectly through a subcontract under the grant award acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, any entity that is the subject of an audit or investigation by the State Auditor must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit. **The Office of the Comptroller General of the United States, the Government Accountability Office, the Office of Inspector General, or any authorized representative of the United States Government shall also have this right to inspection.** Consultant shall ensure that this clause concerning the authority to audit funds received indirectly by sub-subcontractors through Consultant and the requirement to cooperate is included in any sub-subcontract it awards.
- (c) Consultant will be deemed to have read and know of all applicable federal, state, and local laws, regulation, and rules pertaining to the Work.
- (d) At any time, the GLO may perform, or instruct a third party to perform, an annual Program-specific, fiscal, special, or targeted audit of any aspect of Consultant's operation. Consultant shall maintain financial and other records prescribed by the GLO or by applicable federal or state laws, rules, and regulation.

#### **14. Period of Retention**

All records relevant to this Contract shall be retained for a period of three (3) years subsequent to the final closeout of the overall State of Texas Community Development Block Grant\_Mitigation program, in accordance with federal regulation. **The GLO will notify all Program participants of the date upon which local records may be destroyed.**

#### **15. Supervision of Consultant**

Consultant is an independent contractor, and the City neither reserves nor possesses any right to control the details of the Work performed by Consultant under the terms of this Agreement.

#### **16. Billing**

The City shall have thirty (30) days to pay Consultant's invoices from the date of receipt of such invoices and necessary backup information. All invoices must identify with specificity the work or services performed and the date(s) of such work or services. In the event of a disputed or contested invoice, the parties understand and agree that the City may withhold the portion so

contested, but the undisputed portion will be paid. Consultant shall invoice the City for work performed no more than once a month and may not invoice the City for work not performed. Invoices shall be received by the City no later than sixty (60) calendar days from the date Consultant and/or its subconsultants perform the services or incur the expense. Failure by Consultant to comply with this requirement shall result in Consultant's invoice being denied and the City being relieved from any liability for payment of the late invoice.

#### **17. Indebtedness**

If Consultant, at any time during the term of this Agreement, incurs a debt, as the word is defined in section 2-662 of the Code of Ordinances of the City of Baytown, it shall immediately notify the City's Director of Finance in writing. If the City's Director of Finance becomes aware that Consultant has incurred a debt, the City's Director of Finance shall immediately notify Consultant in writing. If Consultant does not pay the debt within thirty (30) days of either such notification, the City's Director of Finance may deduct funds in an amount equal to the debt from any payments owed to Consultant under this Agreement, and Consultant waives any recourse therefor.

#### **18. Verifications**

The Consultant makes the following verifications in accordance with Chapters 2271 and 2274 of the Texas Government Code:

- a. the Consultant does not boycott Israel and will not boycott Israel during the term of the contract to be entered into with the City of Baytown;
- b. the Consultant does not boycott energy companies and will not boycott energy companies during the term of the contract to be entered into with the City of Baytown; and
- c. the Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

#### **19. Reputation in the Community**

Consultant shall retain a high reputation in the community for providing professional architectural/engineering services. Consultant shall forward a copy of any current petition or complaint in any court of law which (a) asserts a claim for \$50,000 or more for errors or omissions in providing architectural/engineering services and/or (b) seeks to deny Consultant the right to practice architecture/engineering or to perform any other services in the state of Texas.

#### **20. Payroll and Basic Records**

- a. Consultant shall maintain payrolls and basic payroll records during the course of the work performed under this Agreement and shall preserve them for a period of three(3) years from the completion of the work called for under this Agreement for all personnel working on such work. Such records shall contain the name and address of each such employee, social security number, correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made and actual wages paid.

- b. Consultant shall make the records required to be maintained under the preceding subsection (a) of this section available at no cost to the City for inspection, copying or transcription or its authorized representatives within fifteen (15) days of the City's request therefor. Consultant shall permit such representatives to interview Consultant's employees during working hours on the job.

## **21. Procurement**

Consultant must comply with the procurement procedures stated at 2 C.F.R. §§ 200.318 through 200.327 and all other applicable federal, state, and local procurement procedures and laws, regulations, and rules. Failure to comply with 2 C.F.R. §§ 200.318 through 200.327 and all other applicable federal, state, and local procurement procedures and laws, regulations, and rules could result in recapture of funds. Consultant must confirm that its vendors and subcontractors are not debarred from receiving state or federal funds at each of the following web addresses:

- a. the Texas Comptroller's Vendor Performance Program at <https://comptroller.texas.gov/purchasing/>; and
- b. the U.S. General Services Administration's System for Award Management at <https://www.sam.gov/>.

## **22. Conflict of Interest**

- a. Consultant shall abide by the provisions of this section and include the provisions in all subcontracts. Consultant shall comply with all conflict-of-interest laws and regulations applicable to the Program.
- b. Consultant shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts.

## **23. Equal Opportunity Clause**

During the performance of this contract, the contractor agrees as follows:

- a. Consultant 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.

- b. Consultant 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.
- c. Consultant 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 conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. Consultant 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.
- e. Consultant 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.
- f. Consultant 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.
- g. In the event of Consultant'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.
- h. Consultant will include the provisions of the Paragraph 23 in every sub-subcontract or purchase order unless exempted by rules, regulations, or orders of the United States 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 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 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.

#### **24. Governing Law**

This Agreement has been made under and shall be governed by the laws of the State of Texas. The parties further agree that performance and all matters related thereto shall be in Harris County, Texas.

#### **25. Notices**

Unless otherwise provided in this Agreement, any notice provided for or permitted to be given must be in writing and delivered in person or by depositing same in the United States mail, postpaid and registered or certified, and addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer of such party. Notice deposited in the mail as described above shall be conclusively deemed to be effective, unless otherwise stated in this Agreement, from and after the expiration of three (3) days after it is so deposited.

For the purpose of notice, the addresses of the parties shall be as follows unless properly changed as provided for herein below:

For the City:

CITY OF BAYTOWN  
Attn: City Manager  
P. O. Box 424  
Baytown, Texas 77522-0424

For Consultant:

Freese and Nichols  
10497 Town and Country Way  
Suite 500  
Houston, Tx 77024

Each party shall have the right from time to time at any time to change its respective address and each shall have the right to specify a new address, provided that at least fifteen (15) days written notice is given of such new address to the other party.

#### **26. No Third-Party Beneficiary**

This Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit Consultant and the City only. No person or entity not a signatory to this Agreement shall be entitled to rely on Professional's performance of its services hereunder, and no right to assert a claim against Professional by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of Professional's services hereunder.



**27. No Right to Arbitration**

Notwithstanding anything to the contrary contained in this Agreement, the City and Consultant hereby agree that no claim or dispute between the City and Consultant arising out of or relating to this Agreement shall be decided by any arbitration proceeding, including, without limitation, any proceeding under the Federal Arbitration Act (9 U.S.C. Sections 1-14), or any applicable State arbitration statute, including, but not limited to, the Texas General Arbitration Act, provided that in the event that the City is subjected to an arbitration proceeding notwithstanding this provision, Consultant consents to be joined in the arbitration proceeding if Consultant's presence is required or requested by the City of complete relief to be recorded in the arbitration proceeding.

**28. Waiver**

No waiver by either party to this Agreement of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

**29. Complete Agreement**

This Agreement represents the entire and integrated agreement between the City and Consultant in regard to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either whether written or oral, on the subject matter hereof. This Agreement may only be amended by written instrument approved and executed by both of the parties. The City and Consultant accept and agree to these terms.

**30. No Assignment**

Consultant may not sell or assign all or part interest in this Agreement to another party or parties without the prior express written approval of the City Manager of such sale or assignment. The City may require any records or financial statements necessary in its opinion to ensure such sale or assignment will be in the best interest of the City.

**31. Headings**

The headings used in this Agreement are for general reference only and do not have special significance.

**32. Severability**

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

**33. Ambiguities**

In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

**34. Authority**

The officers executing this Agreement on behalf of the parties hereby represent that such officers have full authority to execute this Agreement and to bind the party he/she represents.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original, but all of which shall constitute but one and the same Agreement on the            day of           , 20           , the date of execution by the City Manager of the City of Baytown.

CITY OF BAYTOWN

\_\_\_\_\_  
RICHARD L. DAVIS, City Manager

ATTEST:

\_\_\_\_\_  
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
SCOTT LEMON, City Attorney

CONSULTANT:

Freese and Nichols  
(Company Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

Before me on this day personally appeared \_\_\_\_\_, in his/her capacity as \_\_\_\_\_ of \_\_\_\_\_, on behalf of such \_\_\_\_\_,

- ☐ known to me;  
☐ proved to me on the oath of \_\_\_\_\_; or  
☐ proved to me through his/her current \_\_\_\_\_  
{description of identification card or other document issued by the federal government or any state government that contains the photograph and signature of the acknowledging person}

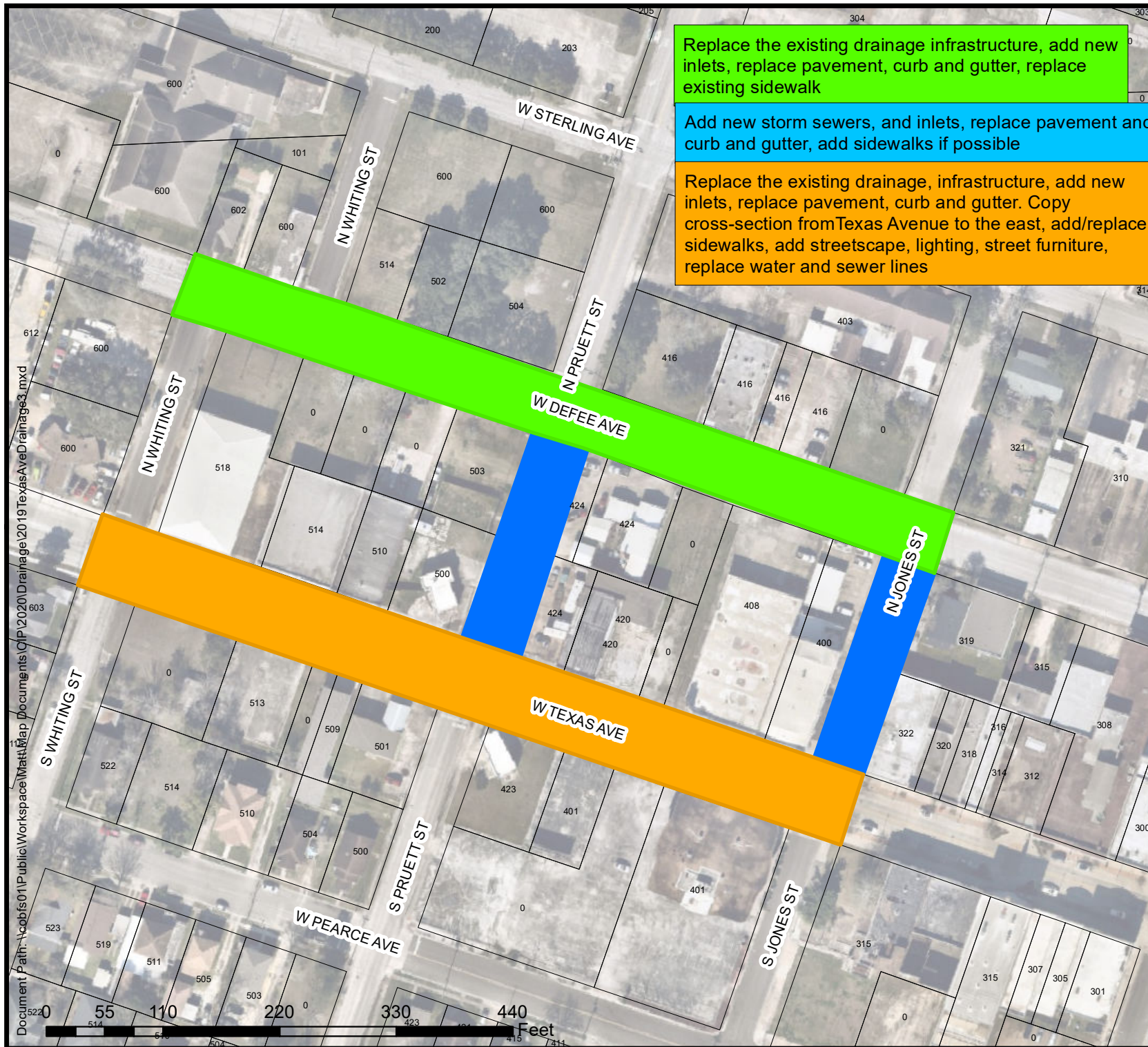
(check one)

to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas

# EXHIBIT A



Replace the existing drainage infrastructure, add new inlets, replace pavement, curb and gutter, replace existing sidewalk

Add new storm sewers, and inlets, replace pavement and curb and gutter, add sidewalks if possible

Replace the existing drainage, infrastructure, add new inlets, replace pavement, curb and gutter. Copy cross-section from Texas Avenue to the east, add/replace sidewalks, add streetscape, lighting, street furniture, replace water and sewer lines



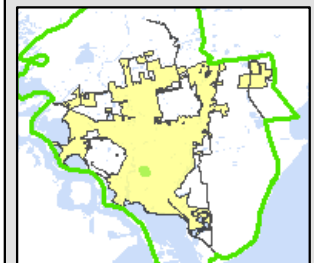
## PROP. TEXAS DRAINAGE LIMITS

### Legend

#### Construction Phases

- 1
- 2
- 3
- Parcels2016

**PREPARED BY**  
**MATT BAILEY**  
**Date: 6/28/2021**



The City of Baytown Texas makes no warranty, representation, or guarantee regarding the accuracy of this map. This map is intended for display purposes only and does not replace official recorded documents.

**CITY OF BAYTOWN, TEXAS**  
**INDEBTEDNESS CERTIFICATION**

**Project Name:** West Texas Ave. Drainage Improvements.

**Company Name:** Freese and Nichols, Inc.

**Department:** Engineering

**Date:** 07/07/2022

**Council Date:** 07/14/2022

A review of the above-described company was made in accordance with 2-663 of the City of Baytown Code of Ordinances and the aforementioned company was found:

☐ to be indebted to the City in the following areas:

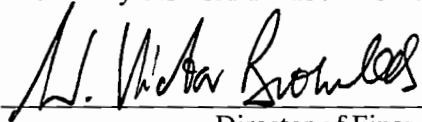
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☒ not to be indebted to the City.

It is hereby certified the above is true and correct based on the best information available.



Director of Finance

07/07/2022

Date

For information regarding this certificate, please contact the Finance Director at 281-420-6531.

If an appeal to this determination is to be filed under section 2-664 of this code, please forward to the following address:

City of Baytown  
Director of Finance  
P O Box 424  
Baytown, TX 77522-0424



## **CITY COUNCIL MEETING**

**10. d.**

**Meeting Date:** 07/28/2022

**Subject:** Consider Authorizing a Professional Services Agreement for the Annual Lift Station Rehabilitation for the James and North Main Street Lift Stations

**Prepared for:** Frank Simoneaux, Public Works/Engineering/BAWA

**Prepared by:** Andrea Brinkley, Public Works/Engineering/BAWA

**Department:** Public Works/Engineering/BAWA

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### **Information**

#### **ITEM**

Consider an ordinance authorizing a Professional Services Agreement with Arcadis U.S., Inc., for professional design engineering services for the Annual Lift Station Rehabilitation for the James and North Main Street Lift Stations.

#### **PREFACE**

This proposed ordinance authorizes a Professional Services Agreement with Arcadis U.S., Inc., for professional design engineering services for the Annual Lift Station Rehabilitation for the James and North Main Street Lift Stations Project (the "Project"), in an amount not to exceed \$116,421.00.

The James and North Main Street Lift Stations Rehabilitation is part of the City's Annual Lift Station Maintenance program. This Project will allow the existing lift stations to be rehabilitated to provide better service to the area, and to reduce the likelihood of overflows during rain events. The scope of work includes final design, engineering, survey and geotechnical services for the rehabilitation of the two existing lift stations. The Project will provide recommendations for maintenance or replacement of existing pumps, rehabilitation of existing wet well, elevating electrical equipment based on the FEMA flood elevations, leveling of existing concrete, resetting of piping connections, and evaluation for site regrading to address soil erosion around wet well.

The major phases of this contract and costs are outlined below:

- Design engineering, survey and geotechnical and subsurface utility investigation and utility coordination services in the amount of \$78,175.00
- Bid phase services in the amount of \$11,525.00
- Construction administration services in the amount of \$26,721.00

The proposed ordinance authorizes an agreement for Professional Services Agreement in a total contract amount not to exceed amount \$116,421.00. The schedule to complete the work for this design effort is eight (8) months.

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### **Fiscal Impact**

**Fiscal Year:**

2022

**Acct Code:**

52703-85001-LS2103-85001

**Source of Funds (Operating/Capital/Bonds):** CIP

**Funds Budgeted Y/N:** Y

**Amount Needed:** \$116,421.00

**Fiscal Impact (Additional Information):**

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**Attachments**

Ordinance - Professional Services Agreement

Exhibit A - Professional Services Agreement

Indebtedness Certification

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AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH ARCADIS, U.S., INC., FOR PROFESSIONAL DESIGN ENGINEERING SERVICES FOR THE ANNUAL LIFT STATION REHABILITATION FOR THE JAMES AND NORTH MAIN STREET LIFT STATIONS PROJECT; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN AN AMOUNT NOT TO EXCEED ONE HUNDRED SIXTEEN THOUSAND FOUR HUNDRED TWENTY-ONE AND NO/100 DOLLARS (\$116,421.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

\*\*\*\*\*

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of the City of Baytown, Texas, hereby authorizes and directs the City Manager to execute and the City Clerk to attest to a Professional Services Agreement with Arcadis, U.S., Inc., for professional design engineering services for the Annual Lift Station Rehabilitation for the James and North Main Street Lift Stations Project. A copy of said agreement is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes.

Section 2: That the City Council of the City of Baytown authorizes payment to Arcadis, U.S., Inc., in an amount not to exceed ONE HUNDRED SIXTEEN THOUSAND FOUR HUNDRED TWENTY-ONE AND NO/100 DOLLARS (\$116,421.00) for professional services in accordance with the agreement authorized in Section 1 hereinabove.

Section 3: That the City Manager is hereby granted general authority to approve a decrease or an increase in costs by FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) or less.

Section 4: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 28<sup>th</sup> day of July, 2022.

\_\_\_\_\_  
BRANDON CAPETILLO, Mayor

ATTEST:

\_\_\_\_\_  
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
SCOTT LEMON, City Attorney



# EXHIBIT "A"

## AGREEMENT FOR CONSULTING SERVICES

STATE OF TEXAS                   §  
  §  
COUNTY OF HARRIS           §

This Agreement (this "Agreement") is entered into by and between Arcadis U.S., Inc. (hereinafter "Consultant") and the City of Baytown, a home-rule municipality located in Harris and Chambers Counties, Texas (the "City").

### 1. Scope of Services/Consultant Fees

This Agreement authorizes Consultant to perform Professional services for Annual Lift Station - James/N Main(the "Work") for and on behalf of the City. The scope of the Work is detailed in Exhibit "A." The compensation and professional fees for Consultant and its subconsultants is more particularly described in Exhibit "B" and shall not exceed ONE HUNDRED SIXTY FOUR THOUSAND FOUR HUNDRED TWENTY ONE AND NO/100 DOLLARS (\$116,421.00). The time schedules for the Work are specified in Exhibit "C." Each of these Exhibits "A" through "C" are incorporated into this Agreement by reference for all purposes.

### 2. Compensation and Professional Fees

- a. The City shall pay Consultant in installments based upon monthly progress reports and detailed invoices submitted by the Consultant based upon the following:

1. Design Phase Services (Lump Sum).....	\$78,175.00
2. Bid Phase Services (Hourly Not to Exceed) .....	\$11,525.00
3. Construction Phase Services (Hourly Not to Exceed) .....	\$26,721
4. Additional Services (Lump Sum) .....	\$0.00
(These services require independent and specific advance, written authorization)	
5. Reimbursable Expenses (Not to Exceed).....	\$0.00
<b>6. Total .....</b>	<b>\$116,421.00</b>

- b. For an agreed contract amount identified as "Lump Sum," "Not to Exceed" and "Reimbursable," Consultant shall not exceed the fixed contractual amount without written authorization in the form of a Contract amendment.

- c. Reimbursable Expenses, as shown in Exhibit "B," are itemized by work category. Reimbursable Expenses shall be invoiced AT COST, without subsequent markup by Consultant. All invoices containing a request for Reimbursable Expenses shall include copies of the original expense receipts itemized per allowable category.

- (1) Allowable reimbursable Expenses include:
- (a) Hard copy reproductions, copies, and/or binding costs;
  - (b) Postage;

- (c) Mileage, for travel from Consultant's local office (within a 25-mile radius) to meetings at the City or jobsite. Mileage shall be charged at the current IRS rates;
    - (d) Travel Expenses, mileage from local office to state or federal regulatory agency office beyond 100 miles; and
    - (e) Lodging expenses for destinations beyond 100 miles from Consultant's local office AND when business hours exceed eight hours within one business day OR when Consultant's services require more than one eight-hour day at the destination; provided such expenses has been approved in writing by the City.
  - (2) Disallowed Expenses include travel expenses for professional expertise traveling into the Greater Houston Area from Consultant's office outside the Greater Houston Area.
- d. Consultant shall invoice based upon total services actually completed during the applicable month. Invoices and all required or requested backup information shall be tendered no more often than once a month. Consultant shall not invoice the City for services or expenses that were incurred more than sixty (60) days before the date of the invoice. Failure to timely invoice the City for services or expenses shall result in Consultant's invoice being denied.
  - e. In the event of a disputed or contested invoice, the City may withhold from payment that portion so disputed or contested, and the undisputed portion will be paid.

### **3. Personnel of Consultant**

- a. **Consultant's Project Manager**  
Consultant shall designate Nicholas Kallmyer, to serve as Project Manager for the Work performed under this Agreement. Any change of Project Manager shall require thirty (30) days advance written approval from the City's Representative.
- b. **Licensed and Registered Architects/Engineers**  
Consultant shall keep full-time registered architects and/or engineers licensed in the State of Texas on staff and assigned to the Work for the duration of its performance of the Work.
- c. **Data on Consultant's Employees**  
Prior to commencement of the Work, Consultant shall forward to the City a detailed resume of the personnel that will be assigned to the Work. Such personnel shall include, but not be limited to, architects and/or engineers as applicable.

- d. Rejection of Consultant's Employees  
The City reserves the right to approve or reject from the Work any employees of Consultant.

#### **4. Designation and Duties of the City's Representative**

- a. The City's Director of Public Works and Engineering or his designee shall act as the City's Representative.
- b. The City's Representative shall use his best efforts to provide nonconfidential City records for Consultant's usage on the Work and to provide access to City's property and easements. However, the City does not guarantee the accuracy or correctness of the documents so provided. Notwithstanding the foregoing, Professional shall be entitled to use and rely upon information provided by the City in performing the services required under this Agreement only to the extent and level specified by the City in writing for each document provided. Nothing contained herein shall be construed to require the City to provide such records in any certain format. The format in which the existing data and documentation will be provided shall be at the sole discretion of the City.

#### **5. Standards of Performance**

- a. Consultant shall perform all services under this Agreement with the care and skill ordinarily used by members of Consultant's profession practicing under the same or similar circumstances, time and locality. Opinion of probable cost shall be based upon the Consultant's experience and represent its best judgment as an experienced and qualified professional. Each submittal of opinion of probable cost shall be commensurate with the project design.

Consultant shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the City shall not be responsible for discovering deficiencies therein. Consultant shall correct such deficiencies without additional compensation.

- b. Codes and Standards
  - (1) All references to codes, standards, environmental regulations and/or material specifications shall be to the latest revision, including all effective supplements or addenda thereto, as of the date that the order for any necessary equipment is made by the City or that the construction specified is bid by the City.
  - (2) If any such equipment is specially manufactured, it shall be identified to the City, and the Contractor and the Seller shall present sufficient data to the City to support the design and the suitability of the equipment.

- (3) All materials specified on any City project shall be in accordance with City, ASTM, ACI, and AASHTO specifications, and with other recognized standards. Proprietary material or other materials for which no generally recognized standards exist may be used provided there has been at least five (5) years of proven experience in the field, and such satisfactory documentation has been approved by the City's Representative.
- (4) The Work shall be designed and furnished in accordance with the most current codes and/or standards adopted by city, state, or federal government or in general custom and usage by the profession and shall comply with Texas Department of Licensing and Regulation's rules and regulations, including the Texas Accessibility Standards.
- (5) The codes and standards used in the profession set forth minimum requirements. These may be exceeded by the Contractor or Consultant if superior methods are available for successful operation of equipment and/or for the construction project on which the Work is performed. Any alternative codes or regulations used shall have requirements that are equivalent or better than those in the above-listed codes and regulations. Consultant shall state the alternative codes and regulations used.
- (6) Consultant agrees the services it provides as an experienced and qualified architect/engineer will reflect the professional standards, procedures and performances common in the industry for this project. Consultant further agrees that any analysis, reports, preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel and the performance of other services under this contract will be pursuant to the standard of performance common in the profession.
- (7) Consultant shall promptly correct any defective analysis caused by Consultant at no cost to City. The City's approval, acceptance, use of or payment for all or any part of Consultant's services hereunder or of the Work itself shall in no way alter Consultant's obligations or the City's rights under this Agreement. As applicable, Consultant shall provide the City with record "as-built" drawings relating to the Work in an electronic format that is acceptable to the City. City shall be in receipt of record drawings, if applicable, prior to final payment.
- (8) Consultant has no control over the cost of labor, materials, equipment or services furnished by others, other than its subconsultants. Data projections and estimates are based upon Consultant's opinion based on experience and judgment. Consultant cannot and does not guarantee that actual costs and/or quantities realized will vary from the data projections and estimates prepared by Consultant.

- (9) Consultant shall submit all final construction documents in both hard copy and electronic format. Plans shall be AutoCAD compatible and all other documents shall be Microsoft Office compatible. The software versions used shall be compatible to current City standards. Other support documents, for example, structural calculations, drainage reports and geotechnical reports, shall be submitted in hard copy only. All Record Drawings electronic files shall be submitted to the City in PDF/TIF format.
- (10) In accordance with [2 C.F.R. § 180](#) and Executive Orders 12549 and 12689, “Debarment and Suspension,” Consultant represents and warrants that neither it nor its employees:
- (a) are listed on the governmentwide exclusions in the System for Award Management (SAM);
  - (b) are presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (c) within the three (3) year period preceding the Effective Date of this Agreement, have been convicted of, or had a civilian judgment rendered against them for:
    - (i) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing, a public (Federal, State, or local) transaction or contract under a public transaction;
    - (ii) any violation of Federal or State antitrust statutes; or
    - (iii) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  - (d) are presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local), with commission of any of the offenses enumerated in paragraph (c)(i)-(iii); and
  - (e) have, within the three (3) year period preceding the Effective Date of this Agreement, had one or more public transactions (Federal, State, or local) terminated for cause of default.

- (11) In accordance with 31 U.S.C § 1352, Consultant declares that none of the funds paid, or that will be paid, to it under this Agreement shall be used to influence, 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. This prohibition applies with respect to the following Federal actions:
- (a) The awarding of any Federal contract.
  - (b) The making of any Federal grant.
  - (c) The making of any Federal loan.
  - (d) The entering into of any cooperative agreement.
  - (e) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (12) 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 an employee of Congress, or employee of a member of Congress, in connection with this Agreement, or the Federal Grant related to this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

## **6. Schedule**

Consultant shall not proceed with the Work or any stage thereof until written notice to proceed is provided by the City's Representative. Consultant's obligation to render services specified in Exhibit "B" will be for the entire period necessary for the final completion of the construction of the Work. If the Consultant contributes to any delay in the schedule, Consultant will have no right to seek and shall not be entitled to any additional compensation.

## **7. Instruments of Service**

Upon execution of this Agreement, Consultant grants to the City an ownership interest in the Instruments of Service. Consultant shall obtain similar interests from the City and Consultant's consultants consistent with this Agreement. As noted in Articles 5 and 11, Consultant shall be required to tender to City all Instruments of Service. With such ownership interest, it is expressly understood by the parties hereto that the City may use the Instruments of Service for any purposes which the City sees fit, including, but not limited to, subsequent construction, reconstruction, alteration, and/or repairs of the Project. As a condition to the City's use of the Instruments of Service, the City hereby expressly agrees to remove Consultant's name and all references to Consultant and its consultants from the Documents. Provided that this Agreement is not terminated for cause by the City, the City shall release any and all claims which the City could make arising out of or in connection with any reuse of the documents by the City.

## **8. Insurance**

Consultant shall procure and maintain at its sole cost and expense for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by Consultant, its agents, representatives, volunteers, employees or subconsultants.

- a. Consultant's insurance coverage shall be primary insurance with respect to the City, its officials, employees and agents. Any insurance or self-insurance maintained by the City, its officials, employees or agents shall be considered in excess of Consultant's insurance and shall not contribute to it. Further, Consultant shall include all subconsultants, agents and assigns as additional insureds under its policy or shall furnish separate certificates and endorsements for each such person or entity. All coverages for subconsultants and assigns shall be subject to all of the requirements stated herein.

The following is a list of standard insurance policies along with their respective minimum coverage amounts required in this Agreement:

1. Commercial General Liability
  - General Aggregate: \$2,000,000
  - Products & Completed Operations Aggregate: \$2,000,000
  - Personal & Advertising Injury: \$1,000,000
  - Per Occurrence: \$1,000,000
  - Fire Damage \$500,000
  - Waiver of Subrogation required
  - Coverage shall be broad form
  - No coverage shall be deleted from standard policy without notification of individual exclusions being attached for review and acceptance.
2. Business Automobile Policy
  - Combined Single Limits: \$1,000,000
  - Coverage for "Any Auto"
  - Waiver of Subrogation required.
3. Errors and Omissions
  - Limit: \$1,000,000 for this project
  - For all architects, engineers, and/or design companies
  - Claims-made form is acceptable
  - Coverage will be in force for one (1) year after completion of the Project.
  - Waiver of Subrogation required.

4. Workers' Compensation
  - Statutory Limits
  - Employer's Liability \$500,000
  - Waiver of Subrogation required.

b. The following shall be applicable to all policies of insurance required herein.

1. Insurance carrier for all liability policies must have an A.M. Best Rating of A:VIII or better.
2. Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
3. Liability policies must be on occurrence form. Errors and Omissions can be on claims-made form.
4. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days prior written notice by mail, return receipt requested, has been given to the City.
5. The City, its officers, agents and employees are to be added as Additional Insureds to all liability policies, with the exception of the Workers' Compensation and Errors and Omissions Policies required herein.
6. Upon request and without cost to the City, certified copies of all insurance policies and/or certificates of insurance shall be furnished to the City.
7. Upon request and without cost to the City, loss runs (claims listing) of any and/or all insurance coverages shall be furnished to the City.
8. All insurance required herein shall be secured and maintained in a company or companies satisfactory to the City, and shall be carried in the name of Consultant. Consultant shall provide copies of insurance policies and endorsements required hereunder to the City on or before the effective date of this Agreement.

**9. Indemnification and Release**

<p><b>CONSULTANT AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES (HEREINAFTER REFERRED TO AS THE "CITY") FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF</b></p>
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**LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR DAMAGE TO ANY PROPERTY OR FOR ANY BREACH OF CONTRACT TO THE EXTENT ARISING OUT OF OR IN CONNECTION WITH AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE PROFESSIONAL OR THE CONSULTANT'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL (COLLECTIVELY, CONSULTANT'S PARTIES). IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH CONSULTANT AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONSULTANT TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF CONSULTANT'S PARTIES' OWN WILLFUL MISCONDUCT, JOINT OR SOLE NEGLIGENCE AS WELL AS THE CONSULTANT'S PARTIES' INTENTIONAL TORTS, INTELLECTUAL PROPERTY INFRINGEMENTS, AND FAILURES TO MAKE PAYMENTS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. SUCH INDEMNITY SHALL NOT APPLY, HOWEVER, TO LIABILITY ARISING FROM THE PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE OF PERSONS THAT IS CAUSED BY OR RESULTS FROM THE NEGLIGENCE OF ANY PERSON OTHER THAN THE CONSULTANT'S PARTIES. IN THE EVENT THAT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY FROM WHICH THE CITY IS INDEMNIFIED, CONSULTANT FURTHER AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY LEGAL COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED HEREINABOVE SHALL SURVIVE THE TERMINATION AND/OR EXPIRATION OF THIS AGREEMENT.**

**By this Agreement, the City does not consent to litigation or suit, and the City hereby expressly revokes any consent to litigation that it may have granted by the terms of this Contract or any other contract or agreement, any charter, or applicable state law. Nothing herein shall be construed so as to limit or waive the City's sovereign immunity. Consultant assumes full responsibility for its services 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 they be either of the parties hereto, their employees, or other third parties) and any loss of or damage to property (whether the property be that of either of the parties hereto, their employees, or other third parties) that is caused by or alleged to be caused by, arising out of, or in connection with Consultant's services to be performed hereunder. This release shall apply with respect to Consultant's services regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance.**

#### **10. Subcontractors and Subconsultants**

Consultant shall receive written approval of the City's Representative prior to the use of any subcontractors or subconsultants. A copy of all proposed contracts with subconsultants and/or subcontractors shall be given to the City before execution of such contracts.

#### **11. Termination of Consultant**

The City, besides all other rights or remedies it may have, shall have the right to terminate this Agreement without cause upon written notice from the City Manager to Consultant of the City's election to do so. Furthermore, the City may immediately and without notice terminate this Agreement if Consultant breaches this Agreement. A breach of this Agreement shall include, but not be limited to, the following:

- (a) failing to pay insurance premiums, liens, claims or other charges;
- (b) failing to pay any payments due the city, state, or federal government from Consultant or its principals, including, but not limited to, any taxes, fees, assessments, liens, or any payments identified in this Agreement;
- (c) the institution of voluntary or involuntary bankruptcy proceeding against Consultant;
- (d) the dissolution of Consultant;
- (e) refusing or failing to prosecute the Work or any separable part with the diligence that will ensure its completion within the time specified in this Agreement;
- (f) failing to complete Work within the time period specified in this Agreement; and/or
- (g) the violation of any provision of this Agreement.

Upon delivery of any notice of termination required herein, Consultant shall discontinue all services in connection with the performance of the Agreement. Within ten (10) days after receipt of the notice of termination, Consultant shall submit a final statement showing in detail the services satisfactorily performed and accepted and all other appropriate documentation required herein for payment of services. At the same time that the final statement is tendered to the City, Consultant shall also tender to the City's Representative all of Consultant's instruments of service, including all drawings, special provisions, field survey notes, reports, estimates, and any and all other documents or work product generated by Consultant under this Agreement, whether complete or not, in an acceptable form and format together with all unused materials supplied by the City. No final payment will be made until all such instruments of service and materials supplied are so tendered.

If this Agreement is terminated for cause, Consultant shall be liable for any damage to the City resulting therefrom. This liability includes any increased costs incurred by the City in completing Consultant's services. The rights and remedies of the City in this section are in addition to any other rights and remedies provided by law or under this Agreement.

## **12. Records**

Within ten (10) days of the City's request and at no cost to the City, the City will be entitled to review and receive a copy of all documents that indicate work on the Project that is subject to this Agreement.

## **13. Supervision of Consultant**

Consultant is an independent contractor, and the City neither reserves nor possesses any right to control the details of the Work performed by Consultant under the terms of this Agreement.

## **14. Billing**

The City shall have thirty (30) days to pay Consultant's invoices from the date of receipt of such invoices and necessary backup information. All invoices must identify with specificity the work or services performed and the date(s) of such work or services. In the event of a disputed or contested invoice, the parties understand and agree that the City may withhold the portion so contested, but the undisputed portion will be paid. Consultant shall invoice the City for work performed no more than once a month and may not invoice the City for work not performed. Invoices shall be received by the City no later than sixty (60) calendar days from the date Consultant and/or its subconsultants perform the services or incur the expense. Failure by Consultant to comply with this requirement shall result in Consultant's invoice being denied and the City being relieved from any liability for payment of the late invoice.

## **15. Indebtedness**

If Consultant, at any time during the term of this Agreement, incurs a debt, as the word is defined in section 2-662 of the Code of Ordinances of the City of Baytown, it shall immediately notify the City's Director of Finance in writing. If the City's Director of Finance becomes aware that Consultant has incurred a debt, the City's Director of Finance shall immediately notify Consultant in writing. If Consultant does not pay the debt within thirty (30) days of either such notification, the City's Director of Finance may deduct funds in an amount equal to the debt from any payments owed to Consultant under this Agreement, and Consultant waives any recourse therefor.

## **16. Verifications**

The Consultant makes the following verifications in accordance with Chapters 2271 and 2274 of the Texas Government Code:

- a. the Consultant does not boycott Israel and will not boycott Israel during the term of the contract to be entered into with the City of Baytown;
- b. the Consultant does not boycott energy companies and will not boycott energy companies during the term of the contract to be entered into with the City of Baytown; and

- c. the Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

#### **17. Reputation in the Community**

Consultant shall retain a high reputation in the community for providing professional architectural/engineering services. Consultant shall forward a copy of any current petition or complaint in any court of law which (a) asserts a claim for \$50,000 or more for errors or omissions in providing architectural/engineering services and/or (b) seeks to deny Consultant the right to practice architecture/engineering or to perform any other services in the state of Texas.

#### **18. Payroll and Basic Records**

- a. Consultant shall maintain payrolls and basic payroll records during the course of the work performed under this Agreement and shall preserve them for a period of three(3) years from the completion of the work called for under this Agreement for all personnel working on such work. Such records shall contain the name and address of each such employee, social security number, correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made and actual wages paid.
- b. Consultant shall make the records required to be maintained under the preceding subsection (a) of this section available at no cost to the City for inspection, copying or transcription or its authorized representatives within fifteen (15) days of the City's request therefor. Consultant shall permit such representatives to interview Consultant's employees during working hours on the job.

#### **19. Governing Law**

This Agreement has been made under and shall be governed by the laws of the State of Texas. The parties further agree that performance and all matters related thereto shall be in Harris County, Texas.

#### **20. Notices**

Unless otherwise provided in this Agreement, any notice provided for or permitted to be given must be in writing and delivered in person or by depositing same in the United States mail, postpaid and registered or certified, and addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer of such party. Notice deposited in the mail as described above shall be conclusively deemed to be effective, unless otherwise stated in this Agreement, from and after the expiration of three (3) days after it is so deposited.

For the purpose of notice, the addresses of the parties shall be as follows unless properly changed as provided for herein below:

For the City:

CITY OF BAYTOWN  
Attn: City Manager  
P. O. Box 424  
Baytown, Texas 77522-0424

For Consultant:

Arcadis, U.S., Inc.  
10205 Westheimer Rd.  
Suite 800  
Houston, TX 77042

Each party shall have the right from time to time at any time to change its respective address and each shall have the right to specify a new address, provided that at least fifteen (15) days written notice is given of such new address to the other party.

**21. No Third-Party Beneficiary**

This Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit Consultant and the City only. No person or entity not a signatory to this Agreement shall be entitled to rely on Professional's performance of its services hereunder, and no right to assert a claim against Professional by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of Professional's services hereunder.

**22. No Right to Arbitration**

Notwithstanding anything to the contrary contained in this Agreement, the City and Consultant hereby agree that no claim or dispute between the City and Consultant arising out of or relating to this Agreement shall be decided by any arbitration proceeding, including, without limitation, any proceeding under the Federal Arbitration Act (9 U.S.C. Sections 1-14), or any applicable State arbitration statute, including, but not limited to, the Texas General Arbitration Act, provided that in the event that the City is subjected to an arbitration proceeding notwithstanding this provision, Consultant consents to be joined in the arbitration proceeding if Consultant's presence is required or requested by the City of complete relief to be recorded in the arbitration proceeding.

**23. Waiver**

No waiver by either party to this Agreement of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

**24. Complete Agreement**

This Agreement represents the entire and integrated agreement between the City and Consultant in regard to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either whether written or oral, on the subject matter hereof. This Agreement may only be amended by written instrument approved and executed by both of the parties. The City and Consultant accept and agree to these terms.

**25. No Assignment**

Consultant may not sell or assign all or part interest in this Agreement to another party or parties without the prior express written approval of the City Manager of such sale or assignment. The City may require any records or financial statements necessary in its opinion to ensure such sale or assignment will be in the best interest of the City.

**26. Headings**

The headings used in this Agreement are for general reference only and do not have special significance.

**27. Severability**

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

**28. Ambiguities**

In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

**29. Authority**

The officers executing this Agreement on behalf of the parties hereby represent that such officers have full authority to execute this Agreement and to bind the party he/she represents.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original, but all of which shall constitute but one and the same Agreement on the            day of            , 20            , the date of execution by the City Manager of the City of Baytown.

CITY OF BAYTOWN

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RICHARD L. DAVIS, City Manager

ATTEST:

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ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

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SCOTT LEMON, City Attorney

CONSULTANT:

Arcadis U.S. Inc.  
(Company Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

STATE OF TEXAS       §  
                                  §  
COUNTY OF HARRIS   §

Before me on this day personally appeared \_\_\_\_\_, in his/her capacity as \_\_\_\_\_ of \_\_\_\_\_, on behalf of such \_\_\_\_\_,

- ☐ known to me;  
☐ proved to me on the oath of \_\_\_\_\_; or  
☐ proved to me through his/her current \_\_\_\_\_  
{description of identification card or other document issued by the federal government or any state government that contains the photograph and signature of the acknowledging person}

(check one)

to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**CITY OF BAYTOWN, TEXAS**  
**INDEBTEDNESS CERTIFICATION**

**Project Name:** Annual Lift Station Rehabilitation for the James and North Main Street

**Company Name:** Arcadis U.S. Inc

**Department:** Public Works

**Date:** 07/06/2022

**Council Date:** 07/14/2022

A review of the above-described company was made in accordance with 2-663 of the City of Baytown Code of Ordinances and the aforementioned company was found:

☐ to be indebted to the City in the following areas:

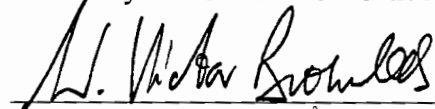
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☒ not to be indebted to the City.

It is hereby certified the above is true and correct based on the best information available.

  
\_\_\_\_\_  
Director of Finance

07/06/2022

\_\_\_\_\_  
Date

For information regarding this certificate, please contact the Finance Director at 281-420-6531.

If an appeal to this determination is to be filed under section 2-664 of this code, please forward to the following address:

City of Baytown  
Director of Finance  
P O Box 424  
Baytown, TX 77522-0424





## CITY COUNCIL MEETING

10. e.

**Meeting Date:** 07/28/2022

**Subject:** Consider an ordinance authorizing the Purchasing of one (1) Kenworth Truck from Cleveland Mack, DBA Performance Truck through the Buyboard for Public Works and Engineering Department

**Prepared for:** Frank Simoneaux, Public Works/Engineering/BAWA

**Prepared by:** David Oyler, Public Works/Engineering/BAWA

**Department:** Public Works/Engineering/BAWA

---

### **Information**

#### **ITEM**

Consider an ordinance authorizing the purchase of one (1) Kenworth Truck from Cleveland Mack Sales, d/b/a Performance Truck through the Buyboard for Public Works and Engineering Department.

#### **PREFACE**

This proposed ordinance authorizes the purchase of one (1) Kenworth Truck through Buyboard from Cleveland Mack Sales, d/b/a Performance Truck in the amount of \$142,003.22.

The vehicle being purchased is one (1) Kenworth Dump Truck. This dump truck will be a new vehicle for Street Maintenance.

This truck will help the Public Works and Engineering Department maintain all concrete and asphalt streets.

---

### **Fiscal Impact**

**Fiscal Year:** 2022  
**Acct Code:** 21121-84043  
**Source of Funds (Operating/Capital/Bonds):** Capital  
**Funds Budgeted Y/N:** Y  
**Amount Needed:** \$142,003.22  
**Fiscal Impact (Additional Information):**

---

### **Attachments**

Ordinance- Purchase of One (1) Kenworth Truck  
Indebtedness Certification

---

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE PAYMENT OF ONE HUNDRED FORTY-TWO THOUSAND THREE AND 22/100 DOLLARS (\$142,003.22) TO CLEVELAND MACK SALES D/B/A PERFORMANCE TRUCK-BAYTOWN, THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUY BOARD), FOR THE PURCHASE OF ONE (1) KENWORTH TRUCK FOR THE PUBLIC WORKS AND ENGINEERING DEPARTMENT; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

\*\*\*\*\*

WHEREAS, the City of Baytown is a member of the cooperative purchasing program established under Sections 271.082 and 271.083 of the Texas Local Government Code; and

WHEREAS, the Texas Local Government Purchasing Cooperative's Buy Board Program is such a program, allowing municipalities to purchase products and/or services in an efficient, cost effective, and competitive procurement method; and

WHEREAS, the City of Baytown, in making a purchase under a state contract through such cooperative purchasing program, satisfies state law requiring municipalities to seek competitive bids for the purchase of the item; NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of the City of Baytown hereby authorizes the payment of ONE HUNDRED FORTY-TWO THOUSAND THREE AND 22/100 DOLLARS (\$142,003.22) to Cleveland Mack Sales d/b/a Performance Truck-Baytown, through the Texas Local Government Purchasing Cooperative (Buy Board), for the purchase of one (1) Kenworth Truck for the Public Works and Engineering Department.

Section 2: That the City Manager is hereby granted general authority to approve any change order involving a decrease or an increase in costs of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) or less, provided that the original contract price may not be increased by more than twenty-five percent (25%) or decreased by more than twenty-five percent (25%) without the consent of the contractor to such decrease.

Section 3: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 28<sup>th</sup> day of July, 2022.

\_\_\_\_\_  
BRANDON CAPETILLO, Mayor

ATTEST:

\_\_\_\_\_  
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
SCOTT LEMON, City Attorney

**CITY OF BAYTOWN, TEXAS**  
**INDEBTEDNESS CERTIFICATION**

**Project Name:** Purchase 1 Kenworth truck from Cleavland Mack Sales

**Company Name:** Cleavland Mack Sales

**Department:** Public Works

**Date:** 07/14/2022

**Council Date:** 07/28/2022

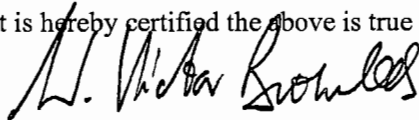
A review of the above-described company was made in accordance with 2-663 of the City of Baytown Code of Ordinances and the aforementioned company was found:

☐ to be indebted to the City in the following areas:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

☒ not to be indebted to the City.

It is hereby certified the above is true and correct based on the best information available.



\_\_\_\_\_  
Director of Finance

07/14/2022

\_\_\_\_\_  
Date

For information regarding this certificate, please contact the Finance Director at 281-420-6531.

If an appeal to this determination is to be filed under section 2-664 of this code, please forward to the following address:

City of Baytown  
Director of Finance  
P O Box 424  
Baytown, TX 77522-0424



## **CITY COUNCIL MEETING**

**10. f.**

**Meeting Date:** 07/28/2022

**Subject:** Consider an ordinance for the Purchase of Two (2) Ford Trucks for Utility Billing through Good Buy

**Prepared for:** Frank Simoneaux, Public Works/Engineering/BAWA

**Prepared by:** David Oyler, Public Works/Engineering/BAWA

**Department:** Public Works/Engineering/BAWA

---

### **Information**

#### **ITEM**

Consider an ordinance authorizing the purchase of two (2) Ford Trucks from Silsbee Ford, through GoodBuy Purchasing Cooperative, for the Utility Billing Department.

#### **PREFACE**

This proposed ordinance authorizes the purchase of two (2) Ford Trucks from Silsbee Ford, through GoodBuy Purchasing Cooperative, for a total amount of \$87,118.50; this amount includes a GoodBuy purchase fee of \$300 for each purchase order.

These two trucks will be replacement trucks for Utility Billing for meter service.

---

### **Fiscal Impact**

**Fiscal Year:** 2022  
**Acct Code:** 10350-84043  
**Source of Funds (Operating/Capital/Bonds):** Capital  
**Funds Budgeted Y/N:** y  
**Amount Needed:** \$87,118.50  
**Fiscal Impact (Additional Information):**

---

### **Attachments**

Ordinance - Purchase of Two (2) Ford Trucks  
Indebtedness Certification

---

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE PAYMENT OF EIGHTY-SEVEN THOUSAND ONE HUNDRED EIGHTEEN AND 50/100 DOLLARS (\$87,118.50) TO SILSBEE FORD INC., THROUGH GOODBUY PURCHASING COOPERATIVE, FOR THE PURCHASE OF TWO (2) FORD TRUCKS FOR THE UTILITY BILLING DEPARTMENT; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

\*\*\*\*\*

WHEREAS, the City of Baytown is a member of the cooperative purchasing program established under Sections 271.082 and 271.083 of the Texas Local Government Code; and

WHEREAS, the GoodBuy Purchasing Cooperative Program is such a program, allowing municipalities to purchase products and/or services in an efficient, cost effective, and competitive procurement method; and

WHEREAS, the City of Baytown, in making a purchase under a state contract through such a cooperative purchasing program, satisfies state law requiring municipalities to seek competitive bids for the purchase of the item; NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of the City of Baytown hereby authorizes the payment of EIGHTY-SEVEN THOUSAND ONE HUNDRED EIGHTEEN AND 50/100 DOLLARS (\$87,118.50) to Silsbee Ford Inc., for the purchase of two (2) Ford trucks for the Utility Billing Department.

Section 2: That the City Manager is hereby granted general authority to approve any change order involving a decrease or an increase in costs of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) or less, provided that the original contract price specified in Section 1 hereof may not be increased by more than twenty-five percent (25%) or decreased by more than twenty-five percent (25%) without the consent of the contractor to such decrease.

Section 3: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 28<sup>th</sup> day of July, 2022.

\_\_\_\_\_  
BRANDON CAPETILLO, Mayor

ATTEST:

\_\_\_\_\_  
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
SCOTT LEMON, City Attorney

**CITY OF BAYTOWN, TEXAS**  
**INDEBTEDNESS CERTIFICATION**

**Project Name:** Purchase 2 Ford Trucks from Silsbee Ford

**Company Name:** Silsbee Ford

**Department:** Public Works

**Date:** 07/14/2022

**Council Date:** 07/28/2022

A review of the above-described company was made in accordance with 2-663 of the City of Baytown Code of Ordinances and the aforementioned company was found:

☐ to be indebted to the City in the following areas:

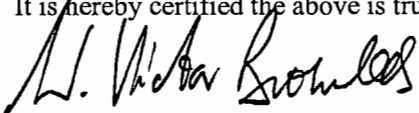
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☒ not to be indebted to the City.

It is hereby certified the above is true and correct based on the best information available.



Director of Finance

07/14/2022

Date

For information regarding this certificate, please contact the Finance Director at 281-420-6531.

If an appeal to this determination is to be filed under section 2-664 of this code, please forward to the following address:

City of Baytown  
Director of Finance  
P O Box 424  
Baytown, TX 77522-0424



## CITY COUNCIL MEETING

10. g.

**Meeting Date:** 07/28/2022

**Subject:** Consider an ordinance authorizing a Municipal Maintenance Agreement with TxDOT Houston District

**Prepared for:** Frank Simoneaux, Public Works/Engineering/BAWA

**Prepared by:** Erwin Burden, Public Works/Engineering/BAWA

**Department:** Public Works/Engineering/BAWA

---

### **Information**

#### **ITEM**

Consider an ordinance authorizing a Municipal Maintenance Agreement with TxDOT Houston District.

#### **PREFACE**

This proposed ordinance authorizes a municipal maintenance agreement with the Texas Department of Transportation (TxDOT) Houston District to allow the City to permit and construct improvements within TxDOT right of way (ROW) within the City limits of Baytown. Two projects are proposed to be constructed using this agreement, which are the installation of streetlights along BUS146 and traffic signals along BUS146. Currently, any project within TxDOT ROW requires an agreement for maintenance and a permit from TxDOT for the construction. This agreement will be the maintenance agreement for all improvements permitted and constructed by the City.

---

### **Fiscal Impact**

**Fiscal Year:** 2022

**Acct Code:**

**Source of Funds (Operating/Capital/Bonds):** n/a

**Funds Budgeted Y/N:** n

**Amount Needed:** 0

**Fiscal Impact (Additional Information):**

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### **Attachments**

Ordinance - Municipal Maintenance Agreement (TXDOT)

Exhibit A - Municipal Maintenance Agreement

---

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A MUNICIPAL MAINTENANCE AGREEMENT WITH THE STATE OF TEXAS THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) HOUSTON DISTRICT TO ALLOW THE CITY OF BAYTOWN TO PERMIT AND CONSTRUCT IMPROVEMENTS WITHIN TXDOT'S RIGHT-OF-WAY WITHIN THE CITY LIMITS OF THE CITY OF BAYTOWN; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

\*\*\*\*\*

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of the City of Baytown, Texas, hereby authorizes the City Manager to execute a Municipal Maintenance Agreement with the State of Texas through the Texas Department of Transportation (TXDOT) Houston District to allow the City of Baytown to permit and construct improvements within TXDOT's right-of-way within the City limits of the City of Baytown. A copy of said agreement is attached hereto as Exhibit "A," and incorporated herein for all intents and purposes.

Section 2: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 28<sup>th</sup> day of July, 2022.

\_\_\_\_\_  
BRANDON CAPETILLO, Mayor

ATTEST:

\_\_\_\_\_  
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
SCOTT LEMON, City Attorney



# EXHIBIT "A"

THE STATE OF TEXAS §  
THE COUNTY OF TRAVIS §

**AMENDMENT TO  
MUNICIPAL MAINTENANCE AGREEMENT  
FOR THE INSTALLATION, OPERATION AND MAINTENANCE OF  
Street Lights  
LOCATED ON STATE HIGHWAY Business 146**

**THIS AMENDMENT** is made by and between the State of Texas, acting through the Texas Department of Transportation, hereinafter called the "State" and the City of Baytown hereinafter called the "City", acting by and through its duly authorized officers.

**W I T N E S S E T H**

**WHEREAS**, the State owns and maintains a system of highways and roadways in the City of Baytown pursuant to Transportation Code, Section 201.103; and

**WHEREAS**, the State and the City executed a Municipal Maintenance Agreement on April 4, 1968; and

**WHEREAS**, the City has requested permission to maintain street lights on state highway rights-of-way for State Highway Business 146 in the City of Baytown, Texas, at the locations listed on Exhibit A attached hereto and made a part of hereof; and

**WHEREAS**, the State has determined that when the City's installation of street lights will not damage the highway facility, impair safety, impede maintenance or in any way restrict the operation of the highway, the proposed street lights may be installed by the City or its contractor;

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

**A M E N D M E N T**

**ARTICLE 1. CONTRACT PERIOD**

This amendment becomes effective on final execution by the State and shall remain in effect as long as said equipment is in operation at the described locations.

**ARTICLE 2. TERMINATION**

This amendment may be terminated by one of the following conditions:

- 1) By mutual agreement of both parties;
- 2) By the State giving written notice to the City as consequence of failure by the City or its contractor to satisfactorily perform the services and obligations set forth in this amendment, with proper allowances being made for circumstances beyond the control of the City or its contractor. The State's written notice to the City shall describe the default and the proposed termination date. If the City cures the default before the proposed termination date, the proposed termination is ineffective; or
- 3) By either party upon thirty (30) days written notice to the other.

Termination of this amendment shall not serve to terminate the underlying Municipal Maintenance Agreement between the State and the City.

### **ARTICLE 3. COMPENSATION**

No compensation shall be paid for this amendment.

### **ARTICLE 4. PERSONNEL, EQUIPMENT, AND MATERIAL**

A. The City will use labor and supervisory personnel employed directly by the City or its contractor and use City owned or contractor owned machinery, equipment, and vehicles necessary for the work. In the event that the City or its contractor does not have the machinery, equipment and vehicles necessary to perform the work, the machinery, equipment, and vehicles may be rented or leased as necessary.

B. No reimbursement shall be paid for any materials supplied by the City or its contractor.

C. Any adjustment, replacement or reinstallation of the camera monitoring equipment due to reconstruction or alteration of the intersection shall be performed by the City at the City's expense. The State will work with the City to provide adequate notice of any planned work to allow for the necessary modification or removal.

D. All installation or maintenance work performed by the City or its contractor requiring traffic control shall be performed in accordance with the Texas Manual on Uniform Traffic Control Devices.

### **ARTICLE 5. INSPECTION OF WORK**

A. The City or its contractor will furnish the State a complete set of design drawings and installation plans for review. The installation plans shall include all electrical, electronics, signing, civil and mechanical work pertaining to the camera monitoring equipment.

B. The State reserves the right to inspect and request modification of any camera monitoring equipment under this agreement both prior to and after installation. No installation may occur until the State has approved the proposed installation.

C. The State reserves the right to inspect and approve the completed installation.

D. The State will promptly notify the City or its contractor of any failure of materials, equipment or installation methods and the City or its contractor will take such measures necessary to obtain acceptable systems components and installation procedures without delay.

### **ARTICLE 6. RESPONSIBILITIES OF THE PARTIES**

The parties agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives and agents. The State shall not be held responsible for the installation, operation and/or of the street lights. The City is responsible for any damage that may occur to state equipment during the installation, maintenance or operation of street lights, and related signing in good working order and keeping such equipment free from graffiti.

### **ARTICLE 7. INSTALLATION REQUIREMENTS**

The City or its contractor shall furnish and install all equipment related to street light installation.

### **ARTICLE 8. REPORTS**

Upon written request, the City will be required to supply the State with data related to the operation of the street lights.

### **ARTICLE 9. REMEDIES**

Violation or breach of contract terms by the City shall be grounds for termination of the amendment, and any increased cost arising from the City default, breach of contract or violation of terms shall be paid for by the City. This amendment shall not be considered as specifying the exclusive remedy for default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

**ARTICLE 10. INSURANCE**

Before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately.

**ARTICLE 11. SUCCESSORS AND ASSIGNS**

The City shall not assign or otherwise transfer its rights or obligations under this amendment except with the prior written consent of the State.

**ARTICLE 12. LEGAL CONSTRUCTION**

In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this amendment shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**ARTICLE 13. NOTICES**

All notices to either party by the other required under this amendment shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

City: <u>2401 Market St., Baytown, TX 77520</u>	State: _____
City: _____	State: _____
City: _____	State: _____
City: _____	State: _____
City: _____	State: _____

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

**ARTICLE 14. GOVERNING LAWS AND VENUE**

This amendment shall be construed under and in accordance with the laws of the State of Texas. Any legal actions regarding the parties' obligations under this agreement must be filed in Travis County, Texas.

**ARTICLE 15. PRIOR AGREEMENTS SUPERSEDED**

This amendment constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting within the subject matter.

**ARTICLE 16. REVISIONS TO EXHIBIT A**

Revision to the locations listed in Exhibit A may be made if submitted in writing by the City and initialed by both parties.

**IN WITNESS WHEREOF**, the State and the City have signed duplicate counterparts of this agreement.

**The CITY OF BAYTOWN**

Executed on behalf of the City by:

By \_\_\_\_\_ Date \_\_\_\_\_

Typed or Printed Name and Title \_\_\_\_\_

**THE STATE OF TEXAS**

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By \_\_\_\_\_ Date \_\_\_\_\_  
District Engineer



# EXHIBIT "A"

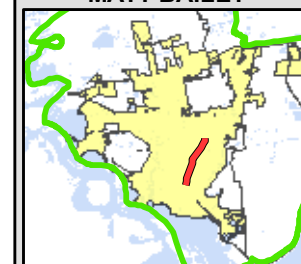


## State Highway Business 146 in the City of Baytown, Texas

### Legend

- MMA
- CenterlineMaster\_

**PREPARED BY  
MATT BAILEY**



The City of Baytown Texas makes no warranty, representation, or guarantee regarding the accuracy of this map. This map is intended for display purposes only and does not replace official recorded documents.

**Date: 7/18/2022**





## CITY COUNCIL MEETING

10. h.

**Meeting Date:** 07/28/2022

**Subject:** Consider the first renewal of the Annual No-Lead Brass Fittings Contract.

**Prepared for:** Frank Simoneaux, Public Works      **Prepared by:** Carla Hommel, Finance

**Department:** Public Works/Engineering/BAWA

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### **Information**

#### **ITEM**

Consider an ordinance renewing the Annual No-Lead Brass Fittings Contract with Ferguson Enterprises, LLC.

#### **PREFACE**

This proposed ordinance renews the Annual No-Lead Brass Fittings Contract to Ferguson Enterprises, LLC, in the amount of \$147,282.31.

Ferguson Enterprises, LLC, has requested a renewal of the no-lead brass contract with a 5.97% manufacturers price increase on specific brass items with no additional CPI increase.

These no-lead brass fittings will be used on underground installation of service lines and small main lines in the water distribution system. This contract is used for water rehabilitation, water distribution, water taps, and utility projects.

---

### **Fiscal Impact**

**Fiscal Year:** 2022

**Acct Code:** Varies

**Source of Funds (Operating/Capital/Bonds):** Operating

**Funds Budgeted Y/N:** Y

**Amount Needed:** \$147,282.31

#### **Fiscal Impact (Additional Information):**

Most items will be ordered by the City Warehouse and stocked until needed by requesting departments, charging to the following accounts:

30410-73023

30610-73023

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### **Attachments**

Ordinance - First Renewal of the Annual No-Lead Brass Fittings Contract

Price Increase-Manufacturer

Indebtedness Certification

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AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, RENEWING THE ANNUAL NO-LEAD BRASS FITTINGS CONTRACT WITH FERGUSON ENTERPRISES, LLC, AND AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FORTY-SEVEN THOUSAND TWO HUNDRED EIGHTY-TWO AND 31/100 DOLLARS (\$147,282.31); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

\*\*\*\*\*

WHEREAS, Ferguson Enterprises, LLC, was awarded the Annual No-Lead Brass Fittings Contract on July 8, 2021, pursuant to competitive bidding procedures, which contract included an option by the parties to renew for additional one-year periods; and

WHEREAS, Ferguson Enterprises, LLC, has indicated its willingness to renew the contract for an additional year with a 5.97% manufacturer's price increase on specific brass items, with no additional CPI increase; and

WHEREAS, the Administration has reviewed the market conditions and recommends renewal as being in the best interest of the City; NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of the City of Baytown hereby renews the Annual No-Lead Brass Fittings Contract with Ferguson Enterprises, LLC, for an amount not to exceed ONE HUNDRED FORTY-SEVEN THOUSAND TWO HUNDRED EIGHTY-TWO AND 31/100 DOLLARS (\$147,282.31) and authorizes payment thereof.

Section 2: That pursuant to the provisions of Texas Local Government Code Annotated §252.048, the City Manager is hereby granted general authority to approve any change order involving a decrease or an increase in costs of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) or less, subject to the provision that the original contract price may not be increased by more than twenty-five percent (25%) or decreased by more than twenty-five percent (25%) without the consent of the contractor to such decrease.

Section 3: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 28<sup>th</sup> day of July, 2022.

\_\_\_\_\_  
BRANDON CAPETILLO, Mayor

ATTEST:

\_\_\_\_\_  
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
SCOTT LEMOND, City Attorney





**Main Office**  
**751 Lakefront Commons**  
Newport News, VA 23606  
Phone (757) 223-6999

Date: 06-08-2022

Dear Customer,

Due to the ever-rising material costs, freight, and other inflationary factors in today's environment, FNW will be implementing a 6%-14% increase on the product category shown below. This increase will be effective Friday, July 1, 2022.

6% - 14% FNW ball valves (all materials except CS BVs)

6% - FNW gate, globe, and check valves (all materials)

6% - FNW thermoplastic valves

6% - FNW butterfly valves (all materials except HPA BFVs & DI/CI BFV)

6% - FNW knife gate valves

6% - FNW Piping Products

6% - FNW flexible connectors

6% - FNW actuation products

6% - FNW gauges and thermometers

6% - FNW strainers

For a full list of items affected by this increase, please contact your local Ferguson and/or Wolseley Industrial Group branch.

Paul Brown

A handwritten signature in black ink, appearing to read 'Paul Brown', with a stylized flourish at the end.

Category Manager - FNW

**CITY OF BAYTOWN, TEXAS**  
**INDEBTEDNESS CERTIFICATION**

**Project Name:** Annual No-Lead Brass Contract

**Company Name:** Ferguson Waterworks

**Department:** Public Works

**Date:** 7/15/2022

**Council Date:** 07/28/2022

A review of the above-described company was made in accordance with 2-663 of the City of Baytown Code of Ordinances and the aforementioned company was found:

☐ to be indebted to the City in the following areas:

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☒ not to be indebted to the City.

It is hereby certified the above is true and correct based on the best information available.

  
\_\_\_\_\_  
Director of Finance

7/15/2022

\_\_\_\_\_  
Date

For information regarding this certificate, please contact the Finance Director at 281-420-6531.

If an appeal to this determination is to be filed under section 2-664 of this code, please forward to the following address:

City of Baytown  
Director of Finance  
P O Box 424  
Baytown, TX 77522-0424



## CITY COUNCIL MEETING

10. i.

**Meeting Date:** 07/28/2022

**Subject:** Consider an ordinance for the award of the Annual Uniform and Floor Mat Rental Contract

**Prepared for:** Victor Brownlees, Finance

**Prepared by:** Carla Hommel, Finance

**Department:** Finance

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### **Information**

#### **ITEM**

Consider an ordinance awarding the Annual Uniform and Floor Mat Rental Contract to UniFirst Holdings LLC, through the Texas Local Government Purchasing Cooperative (BuyBoard).

#### **PREFACE**

This proposed ordinance awards the Annual Uniform and Floor Mat Rental Contract to UniFirst Holdings LLC, through the Texas Local Government Purchasing Cooperative (BuyBoard) Contract #670-22, in the amount of \$65,000.00.

This contract allows for the rental of all field crew uniforms, floor mats, dust mops and mechanic wipes. This contract covers weekly rental, cleaning, repair and delivery of all items. Locations for field uniforms will cover the Public Works/Engineering field crews and Utility Billing field crews. Floor mat locations will encompass most City facilities. Mechanic wipes will be used by the Fire Department Garage and the Public Works/Engineering Garage. The Parks and Recreation Department will use the dust mops and one uniform.

Standardized uniforms help our citizens clearly identify our field workers while providing a cohesive and professional appearance.

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### **Fiscal Impact**

**Fiscal Year:**

2022

**Acct Code:**

Multiple

**Source of Funds (Operating/Capital/Bonds):** Operating

**Funds Budgeted Y/N:**

Y

**Amount Needed:**

\$65,000.00

#### **Fiscal Impact (Additional Information):**

10350	72007	\$1,250.00
10710	73011	\$1,450.00
11730	72026	\$1,000.00
11810	72026	\$2,650.00
20210	72026	\$1,000.00
20701	72026	\$1,000.00
21121	72007	\$1,550.00

21122	72007	\$2,500.00
30010	72026	\$3,000.00
30010	73011	\$1,100.00
30110	72007	\$3,055.00
30210	72007	\$9,100.00
30410	72007	\$5,850.00
30520	72007	\$9,550.00
30530	72007	\$1,000.00
30610	72007	\$3,870.00
30930	72007	\$3,375.00
32010	72007	\$7,300.00
40020	72026	\$1,200.00
50110	72026	\$650.00
50110	72007	\$500.00
50330	72026	\$750.00
70110	72007	\$2,300.00

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### **Attachments**

Ordinance - Annual Uniform and Floor Mat Rental Contract

UniFirst Contract

BuyBoard Contract

Indebtedness Certification

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AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE PAYMENT OF SIXTY-FIVE THOUSAND AND NO/100 DOLLARS (\$65,000.00) TO UNIFIRST HOLDINGS, LLC, THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUY BOARD), FOR THE ANNUAL UNIFORM AND FLOOR MAT RENTAL CONTRACT FOR VARIOUS CITY FACILITIES AND DEPARTMENTS; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

\*\*\*\*\*

WHEREAS, the City of Baytown is a member of the cooperative purchasing program established under Sections 271.082 and 271.083 of the Texas Local Government Code; and

WHEREAS, the Texas Local Government Purchasing Cooperative's Buy Board Program is such a program, allowing municipalities to purchase products and/or services in an efficient, cost effective, and competitive procurement method; and

WHEREAS, the City of Baytown, in making a purchase under a state contract through such cooperative purchasing program, satisfies state law requiring municipalities to seek competitive bids for the purchase of the item; NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of the City of Baytown hereby authorizes the payment of SIXTY-FIVE THOUSAND AND NO/100 DOLLARS (\$65,000.00) to UniFirst Holdings, LLC, through the Texas Local Government Purchasing Cooperative (Buy Board), for the Annual Uniform and Floor Mat Rental Contract for various City facilities and departments.

Section 2: That the City Manager is hereby granted general authority to approve any change order involving a decrease or an increase in costs of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) or less, provided that the original contract price may not be increased by more than twenty-five percent (25%) or decreased by more than twenty-five percent (25%) without the consent of the contractor to such decrease.

Section 3: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 28<sup>th</sup> day of July, 2022.

\_\_\_\_\_  
BRANDON CAPETILLO, Mayor

ATTEST:

\_\_\_\_\_  
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
SCOTT LEMOND, City Attorney

EXISTING ACCOUNT ☒

AGREEMENT NO. 930329

CUSTOMER NO.

## CUSTOMER SERVICE AGREEMENT

COMPANY NAME (Customer) CITY OF BAYTOWN

LOC. NO. 814

ADDRESS 2401 MARKET STREET

ROUTE NO.

BAYTOWN, TX 77522

DATE 06/13/2022

PHONE (281) 420-6524

SIC/NAICS

The undersigned (the "CUSTOMER") orders from UniFirst Corporation and/or UniFirst Holdings, Inc. d.b.a. UniFirst and/or UniFirst Canada LTD. ("UNIFIRST") the rental service(s) at the prices and upon the conditions outlined:

MERCHANDISE SERVICED								
ITEM DESCRIPTION	LOST/ DAMAGED REPLACEMENT CHARGE	SERVICE FREQUENCY	NO. OF PERSONS/ ISSUE PER PERSON	TOTAL NO. OF CHANGES/ PIECES	PRICE PER CHANGE/ PIECE	STANDARD/ NON-STANDARD <sup>1</sup>	TOTAL FULL SERVICE	TOTAL VALUE-LEASE <sup>2</sup>
0101 LSSHT-CHINO 100% COTTON W	25.85	1	23	195	.2609		55.06	
0102 LSSHT-65/35 WORKSHIRT	18.90	1	70	455	.1769		81.02	
0201 SSSHT-CHINO 100% COTTON W	24.60	1	22	189	.2609		53.09	
0202 SSSHT-65/35 WORKSHIRT	16.10	1	67	403	.1769		81.37	
1001 PNT-100% COTTON PLAIN FRON	33.70	1	34	374	.3329		124.50	
1002 PNT-65/35 SOFTWILL PLAIN	26.50	1	87	603	.1977		191.37	
1167 PNT-WOS 65/35 SIDE ELASTI	27.00	1	1	11	.2705		2.98	
5388 MAT 3X5 SCRAPER	89.60	1	1	1	1.5606			1.56
5389 MAT 4X6 SCRAPER	144.35	1	2	2	2.5021			14.05
6295 BOWL CLIP LADIES SPICED A		1	1	2	2.5900		5.10	
76GF MAT-3X5 HD GREAT IMPR 2.0	64.35	1	3	12	1.8935		13.25	
76GG MAT-4X6 HD GREAT IMPR 2.0	98.45	1	6	36	2.9755		53.56	
8023 WIPERS 18X18 BAGGED		1	2	125	.0520		13.68	
8130 MOPS-HANDLE 15/16X60 SOS	13.65	1	1	10	NC		NC	NC

Minimum weekly charge applies, equal to 75% of the initial weekly install value.

OTHER CHARGES	AMOUNT
Garment preparation per piece	.85
Name emblem per piece	1.60
Company emblem per piece	3.70
Direct Embroidery	
Garment Maintenance Program	NO
Loss Protection Maintenance Program	NO
Linens Maintenance Program	NO
Mat Protection Program	NO

OTHER CHARGES	AMOUNT
Non-stock sizes per piece	20%
Special cuts per piece	3.00
Restock/Exchange per piece	2.00
Automatic Viper Replacement	YES
Automatic Linen Replacement	
Ongoing Prep Program	NO
Ongoing Emblem Program	NO
DEFE (See description on reverse side)	1.85 \$1.80

PAYMENT TERMS: C.O.D. ☐ E.F.T. ☐ Approved Charge ☒

## COMMENTS

Approved charge: CUSTOMER agrees to make payments within 30 days of invoice receipt. A late charge of 1 1/2% per month (18% per year) for any amount in arrears may be applied.<sup>4</sup>

SALES REP:

SALES REP (Print Name)

DATE

ACCEPTED:

LOCATION MANAGER (Print Name)

DATE

LOCATION MANAGER (Print Name and Title)

The undersigned agrees to the attached Customer Service Agreement Terms and attests to have the authority to execute for the named CUSTOMER, and to approve use of any personalization - including logos or brand identities - that has been requested.

ACCEPTED:

CUSTOMER (Print Name)

DATE

CUSTOMER (Print Name and Title)

CUSTOMER (Print Name and Title)

CUSTOMER (Print Name and Title)

CUSTOMER (Print Name and Title)

CUSTOMER (Print Name and Title)

<sup>1</sup> Outsize of otherwise Standard Merchandise are deemed to be Non-Standard Merchandise.  
<sup>2</sup> Merchandise which is Value-Leased is not cleaned by UniFirst.  
<sup>3</sup> Charge status contingent upon continuing credit worthiness and may be revoked at UniFirst's discretion.

<sup>4</sup> All returned checks and declined credit/debit cards subject to 528 processing fee.  
<sup>5</sup> This Agreement is effective only upon acceptance by UniFirst Location Manager.

07/13/22  
on  
CH 6/16/22

71P







## CUSTOMER SERVICE AGREEMENT TERMS

**REQUIREMENTS SUPPLIED.** Customer orders from UniFirst Corp. ("UniFirst") the rental garments and/or other items of the type specified in this Agreement ("Merchandise") and related pickup/delivery and maintenance services (collectively with Merchandise, "Services") for all of Customer's requirements therefor, at the prices and upon the terms and conditions set forth herein. Additional Services requested by Customer, verbally or in writing, will also be covered by this Agreement. All rental Merchandise supplied to Customer remains the property of UniFirst. Customer warrants that it is not subject to, and that this Agreement does not interfere or conflict with, any existing agreement for the supply of the Merchandise or Services covered.

**PERFORMANCE GUARANTEE.** UNIFIRST GUARANTEES TO DELIVER HIGH-QUALITY SERVICE AT ALL TIMES. All items of Merchandise cleaned, finished, inspected, repaired, and delivered by UniFirst will meet or exceed industry standards, or non-conforming items will be replaced by the next scheduled delivery day at no cost to Customer. Items of rental Merchandise requiring replacement due to normal wear and tear will be replaced at no cost to Customer, save for any applicable personalization and setup charges.

Customer expressly waives the right to terminate this Agreement during the initial term or any extension thereof for deficiencies in the quality of Services unless: (1) complaints are first made in writing to UniFirst which set forth the precise nature of any deficiencies; (2) UniFirst is afforded at least 60 days to correct any deficiencies complained of; and (3) UniFirst fails to correct those deficiencies complained of within 60 days. In the event Customer complies with the foregoing and UniFirst fails to correct such deficiencies, Customer may terminate this Agreement by written notice to UniFirst, providing that all previous balances due to UniFirst have been paid in full and that all other conditions to terminate have been satisfied. Any delay or interruption of the Services provided for in this Agreement by reason of acts of God, fire, explosion, strikes or other industrial disturbances, or any other cause not within the control of UniFirst, shall not be deemed a breach or violation of this Agreement.

**TERMINATION AND RENEWAL.** This Agreement is effective when signed by both the Customer and UniFirst Location Manager and continues in effect for 60 months after installation of Merchandise (for new customers) or any renewal date. This Agreement will be renewed automatically and continuously for multiple successive 60-month periods unless Customer or UniFirst gives written notice of non-renewal to the other at least 90 days prior to the next expiration date.

**PRICES AND PAYMENTS.** Prices are based on 52 weeks of service per year. Any increase(s) to Service Frequency could result in additional charges. On an annual basis, the prices then in effect will be increased by the greater of the annual percent increase in the Consumer Price Index - All Urban Consumers, Series ID: CUUO0000SAG, other goods and services, or by 5%. Additional price increases and other charges may be imposed by separate written notice or by notation on Customer's invoice. Customer may, however, decline such additional increases or charges by notifying UniFirst in writing within 10 days after receipt of such notice or notation. If Customer declines said additional price increases, UniFirst may terminate this Agreement. Customer also agrees to pay the other charges and minimum weekly charge herein specified. Charges relating to a wearer leaving Customer's employ can be terminated by (1) giving notice thereof to UniFirst and (2) returning or paying for any missing Merchandise issued to that individual. Any Merchandise payments required pursuant to this Agreement will be at the replacement price(s) then in effect hereunder. If an authorized Customer representative is not available to receive and acknowledge delivery of Merchandise, Customer authorizes UniFirst to make delivery and assumes responsibility for related charges/invoices.

If Customer fails to make timely payment, UniFirst may, at any time and in its sole discretion, terminate this Agreement by giving written notice to Customer, whether or not UniFirst has previously strictly enforced Customer's obligation to make timely payments. Customer agrees to pay, and will pay, all applicable sales, use, personal property, and other taxes and assessments arising out of this Agreement.

**DEFERRED CHARGE.** Customer's invoices may also include a DEFERRED charge to cover all or portions of certain expenses including:

**D = DELIVERY,** or expenses associated with the actual delivery of Services and Merchandise to Customer's place of business, primarily Route Sales Representative commissions, management salaries, vehicle depreciation, equipment maintenance, insurance, road use charges and local access fees.

**E = ENVIRONMENTAL,** or expenses (past, present, and future) UniFirst absorbs related to wastewater testing, purification, effluent control, solids disposal, supplies and equipment for pollution controls and energy conservation, and overall regulatory compliance.

**F = FUEL,** or the gas, diesel fuel, oil, and lubricant expenses associated with keeping UniFirst's fleet vehicles on the road and servicing its customers.

**E = ENERGY,** primarily the natural gas UniFirst uses to run boilers and gas dryers, plus other local utility charges.

**MERCHANDISE.** Customer acknowledges and agrees to notify all employees that Merchandise supplied is for general occupational use and, except as expressly specified below, affords no special user protections. Customer further acknowledges that: (1) Customer has unilaterally and independently determined and selected the nature, style, performance characteristics, number of changes and scope of all Merchandise to be used and the appropriateness of such Merchandise for Customer's specific needs or intended uses; (2) UniFirst does not have any obligation to advise, and has not advised, Customer concerning the fitness or suitability of the Merchandise for Customer's intended use; (3) UniFirst makes no representation, warranty, or covenant regarding the performance of the Merchandise (including without limitation Flame Resistant and Visibility Merchandise); and (4) UniFirst shall in no way be responsible or liable for any injury or harm suffered by any Customer employees while wearing or using any Merchandise. Customer agrees to indemnify and hold harmless UniFirst and its employees and agents from and against all claims, injuries, or damages to any person or property resulting from Customer's or Customer's employee use of the Merchandise, whether or not such claims, injuries or damages arise from any alleged defects in the Merchandise.

**Flame Resistant ("FR") Merchandise** supplied hereunder is intended only to prevent the ignition and burning of fabric away from the point of high heat impingement and to be self-extinguishing upon removal of the ignition source. FR items will not provide significant protection from burns in the immediate area of high heat contact due to thermal transfer through the fabric and/or destruction of the fabric in the area of such exposure. FR items are designed for continuous wear as only a secondary level of protection. Primary protection is still required for work activities where direct or significant exposure to heat or open flame is likely to occur.

**Visibility Merchandise** is intended to provide improved conspicuity of the wearer under daylight conditions and when illuminated by a light source of sufficient candlepower at night. It is Customer's responsibility to determine the level of conspicuity needed by wearers under specific work conditions. Further, Customer agrees that Visibility Merchandise alone does not ensure conspicuity of the wearer and that additional safety precautions may be necessary. The Visibility Merchandise supplied satisfied particular ANSI/ISEA standards only when they were new and unused and only if so labeled. Customer acknowledges that usage and laundering of Visibility Merchandise may adversely affect its conspicuity.

**Healthcare/Food-Related** Customer acknowledges that: (1) UniFirst does not guarantee or warrant that the Merchandise selected by Customer or that processed garments delivered by UniFirst will be appropriate or sufficient to provide a hygienic level adequate for individual Customer's needs; and (2) optional poly-bagging is recommended to reduce the risk of cross-contamination of Merchandise, and the failure to utilize such service may adversely affect the efficacy of UniFirst's hygienic cleaning process. (\*Poly-bag services incur additional charges.)

If any Merchandise supplied hereunder is Merchandise that: (1) UniFirst does not stock for whatever reason (including due to style, color, size or brand); (2) consists of non-UniFirst manufactured or customized FR Merchandise; or (3) consists of Merchandise that has been permanently personalized (in all cases known as "Non-Standard Merchandise"), then, upon the discontinuance of any Service hereunder at any time for any reason, including expiration, termination, or cancellation of this Agreement, with or without cause, deletion of any Non-Standard Merchandise from Customer's Service Program, or due to employee reductions (in each case a "Discontinuance of Service"), Customer will purchase at the time of such Discontinuance of Service all affected Non-Standard Merchandise items then in UniFirst's inventory (in-service, shelf, as well as any manufacturer's supplies ordered for Customer's use), paying for same the replacement charges then in effect.

Customer agrees not to contaminate any Merchandise with asbestos, heavy metals, solvents, inks, or other hazardous or toxic substances ("contaminants"). Customer agrees to pay UniFirst for all Merchandise that is lost, stolen, damaged or abused beyond repair. As a condition to the termination of this Agreement, for whatever reason, Customer will return to UniFirst all standard Merchandise in good and usable condition or pay for same at the replacement charges then in effect.

**OBLIGATIONS AND REMEDIES.** If Customer breaches or terminates this Agreement before the expiration date for any reason (other than for UniFirst's failure under the performance guarantee described above), Customer will pay UniFirst, as liquidated damages and not as a penalty (the parties acknowledging that actual damages would be difficult to calculate with reasonable certainty) an amount equal to 50 percent of the average weekly amounts involved in the preceding 26 weeks, multiplied by the number of weeks remaining in the current term. These damages will be in addition to all other obligations or amounts owed by Customer to UniFirst, including the return of Standard Merchandise or payment of replacement charges, and the purchase of any Non-Standard Merchandise items as set forth herein.

This Agreement shall be governed by Massachusetts law (exclusive of choice of law). If a dispute arises from or relates in any way to this Agreement or any alleged breach thereof at any time, the parties will first attempt to resolve the claim or dispute by negotiation at agreed time(s) and location(s). All negotiations are confidential and will be treated as settlement negotiations. Any matter not resolved through direct negotiations within 30 days shall be resolved exclusively by final and binding arbitration, conducted in the capital city of the state where Customer has its principal place of business (or some other location mutually agreed), pursuant to the Expedited Rules of the Commercial Arbitration Rules of the American Arbitration Association, and governed by the Federal Arbitration Act, to the exclusion of state law inconsistent therewith. The parties will agree upon one (1) Arbitrator to settle the controversy or claim. The successful or substantially prevailing party in any proceeding, including any appeals thereof (as determined by the Arbitrator/court) shall recover all of its costs and expenses including, without limitation, reasonable attorney fees, witness fees, and discovery costs, all of which shall be included in and as a part of the judgment or award rendered hereunder. This provision for Arbitration is specifically enforceable by the parties; the Arbitrator shall have no power to vary or ignore the provisions hereof; and, the decision of the Arbitrator in accordance herewith, may be entered in any court having jurisdiction thereof. Customer acknowledges that, with respect to all such disputes, it has voluntarily and knowingly waived any right it may have to a jury trial or to participate in a class action or class litigation as a representative of any other persons or as a member of any class of persons, or to consolidate its claims with those of any other persons or class of persons. If this prohibition against class litigation is ruled to be unenforceable for any reason in any proceeding, then the prohibition against class litigation shall be void and of no force and effect in that proceeding.

**MISCELLANEOUS.** The parties agree that this Agreement represents the entire agreement between them. In the event Customer issues a purchase order to UniFirst at any time, none of the standard pre-printed terms and conditions therein shall have any application to this Agreement or any transactions occurring pursuant hereto or thereto. UniFirst may, in its sole discretion, assign this Agreement. Customer may not assign this Agreement without the prior written consent of UniFirst. Customer agrees that in the event it sells or transfers its business, it will require the purchaser or transferee to assume all obligations and responsibilities under this Agreement, provided that such assumption shall not relieve Customer of its liabilities hereunder and provided further that any failure by a purchaser or transferee to assume this Agreement shall constitute a breach and early termination of this Agreement resulting in the obligation to pay all amounts on account thereof as set forth in this Agreement. Neither party will be liable for any incidental, consequential, special, or punitive damages. In no event shall UniFirst's aggregate liability to Customer for any and all claims exceed the sum of all amounts actually paid by Customer to UniFirst. In the event any portion of this Agreement is held by a court of competent jurisdiction or by a duly appointed arbitrator to be unenforceable, the balance will remain in effect. All written notices provided to UniFirst must be sent by certified mail to the attention of the Location Manager. In Texas and certain other locations, UniFirst's business is conducted by, and the term "UniFirst" as used herein means, UniFirst Holdings, Inc. d.b.a. UniFirst.



**Addendum: UniFirst & City of Baytown June 2022 Contract**

Non-Funding Clause: The City is a municipal corporation operated and funded on an October 1st to September 30th fiscal year. The City reserves the right to terminate, without liability to the City, any contract for which funding is not available.

Should the City terminate the contract for non-funding, the City shall return all merchandise such as uniforms, mats, dust mops, uniform lockers, to the vendor. The City shall pay any outstanding invoices up to the time of contract termination.

X Andrew Althaus GM

Date: 6-16-22



4/28/2022

Sent Via Email: [teresa\\_jensen@unifirst.com](mailto:teresa_jensen@unifirst.com)

Teresa Jensen  
UniFirst Corp.  
3067 E. Commerce Street  
San Antonio, TX 78220

Welcome to BuyBoard!

**Re:** *Notice of The Local Government Purchasing Cooperative Contract Award*; Proposal Invitation No. 670-22, Uniforms and Accessories

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of June 1, 2022 through May 31, 2023, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 670-22 at: [www.buyboard.com/vendor](http://www.buyboard.com/vendor). Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders must be processed through the BuyBoard.** Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a Cooperative member that you have reason to believe has not been received by the Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by email to [info@buyboard.com](mailto:info@buyboard.com).

A list of Cooperative members is available on the [buyboard.com](http://buyboard.com) website. The BuyBoard vendor relations staff will be contacting you to assist with the resources available and to provide any support you may need as an awarded BuyBoard vendor.

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919 (select option "2").

Sincerely,

Arturo Salinas  
Asst. Division Director, Cooperative Purchasing  
Texas Association of School Boards, Inc.,  
Administrator for The Local Government Purchasing Cooperative



4/29/2022

Sent Via Email: [teresa\\_jensen@unifirst.com](mailto:teresa_jensen@unifirst.com)

Teresa Jensen  
UniFirst Corp.  
3067 E. Commerce Street  
San Antonio, TX 78220

Welcome to BuyBoard!

**Re:** *Notice of National Purchasing Cooperative Award*; Proposal Invitation No. 670-22, Uniforms and Accessories

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of June 1, 2022 through May 31, 2023, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the National Purchasing Cooperative Vendor Award Agreement and General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 670-22 at [www.buyboard.com/vendor](http://www.buyboard.com/vendor). Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders from National Cooperative members must be processed through the BuyBoard.** Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a National Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a National Cooperative member that you have reason to believe has not been received by the National Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by e-mail to [info@buyboard.com](mailto:info@buyboard.com)

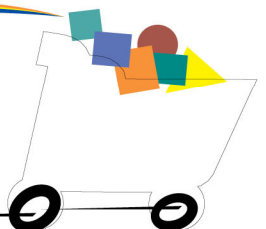
A list of National Cooperative members is available on the [buyboard.com](http://buyboard.com) website. The BuyBoard vendor relations staff will be contacting you to assist with resources available and provide any support you may need as an awarded BuyBoard vendor.

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919 (select option "2").

Sincerely,

Arturo Salinas, Asst. Division Director, Cooperative Purchasing  
Texas Association of School Boards, Inc.,  
Procurement Administrator for the National Purchasing Cooperative

v.02.01.2021





12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • [buyboard.com](http://buyboard.com)

## **PROPOSER'S ACCEPTANCE AND AGREEMENT**

**Proposal Invitation Name:** Uniforms and Accessories

**Proposal Due Date/Opening Date and Time:**  
December 16, 2021, at 4:00 PM

**Proposal Invitation Number:** 670-22

**Location of Proposal Opening:**  
Texas Association of School Boards, Inc.  
BuyBoard Department  
12007 Research Blvd.  
Austin, TX 78759

**Contract Term:** June 1, 2022, through May 31, 2023, with two possible one-year renewals.

**Anticipated Cooperative Board Meeting Date:**  
April 2022

*By signature below, the undersigned acknowledges and agrees that you are authorized to submit this Proposal, including making all acknowledgements, consents, and certifications herein, on behalf of Proposer and, to the best of your knowledge, the information provided is true, accurate, and complete.*

UniFirst Corporation

Name of Proposing Company

December 8, 2021

Date

3067 E. Commerce St

Street Address



Signature of Authorized Company Official

San Antonio, TX 78220

City, State, Zip

Gary Rogers

Printed Name of Authorized Company Official

(210) 224-0711

Telephone Number of Authorized Company Official

Regional Vice President

Position or Title of Authorized Company Official

(210) 226-6942

Fax Number of Authorized Company Official

74-2861951

Federal ID Number



## **PROPOSAL FORMS PART 1: COMPLIANCE FORMS**

### **INSTRUCTIONS:**

Proposer must review and complete all forms in this Proposal Forms Part 1:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Resident/Nonresident Certification
- Debarment Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Acknowledgement of BuyBoard Technical Requirements
- Construction-Related Goods and Services Affirmation
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification
- Compliance Forms Signature Page

**An authorized representative of Proposer must initial in the bottom right corner of each page where indicated and complete and sign the Compliance Forms Signature Page. Proposer's failure to fully complete, initial, and sign forms as required may result in your Proposal being rejected as non-responsive.**

### **PROPOSAL ACKNOWLEDGEMENTS**

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Information, General Terms and Conditions, attachments/forms, appendices, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the pricing quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. By your Proposal, you acknowledge and certify all items set forth in the General Terms and Conditions, Section B.12 (Certifications), including all non-collusion certifications and certifications regarding legal, ethical, and other matters set forth therein.
4. Any and all deviations and exceptions to the Requirements have been noted in your Proposal on the required form and no others will be claimed;

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5. If the Cooperative accepts any part of your Proposal and awards you a Contract, you will furnish all awarded products or services at the pricing quoted and in strict compliance with the Requirements (unless specific deviations or exceptions are noted on the required form and accepted by the Cooperative), including without limitation the Requirements related to:
  - a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similarly situated customers in similar circumstances;
  - b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
  - c. the **possible** award of a piggy-back contract by the National Purchasing Cooperative or nonprofit entity, in which event you will offer the awarded products and services in accordance with the Requirements; and
  - d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your Contract;
6. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under the Texas Public Information Act or similar public information law;
7. The individual submitting this Proposal is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form or Proposal document) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
8. You have carefully reviewed your Proposal, and certify that all information provided is true, complete, and accurate to the best of your knowledge, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
9. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, will be grounds for disqualifying you from consideration for a contract award under this Proposal Invitation, termination of a contract award, or any other remedy or action provided for in the General Terms and Conditions or by law.

## **FELONY CONVICTION DISCLOSURE**

**Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor)** states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

**Section 44.034 further states in Subsection (b):** "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (✓) one of the following:

- ☒ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)  
☐ My company is not owned or operated by anyone who has been convicted of a felony.  
☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): \_\_\_\_\_

Details of Conviction(s): \_\_\_\_\_

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## **RESIDENT/NONRESIDENT CERTIFICATION**

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (✓) one of the following:

- ☒ I certify that my company is a **Resident Proposer**.  
☐ I certify that my company is a **Nonresident Proposer**.

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Company Name \_\_\_\_\_ Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

- A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?  
☐ Yes ☐ No
- B. What is the prescribed amount or percentage? \$ \_\_\_\_\_ or \_\_\_\_\_ %

## **DEBARMENT CERTIFICATION**

By signature on the Compliance Forms Signature Page, I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

## **VENDOR EMPLOYMENT CERTIFICATION**

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (✓) one of the following:

- ☒ Yes ☐ No

Initial 



## **NO BOYCOTT VERIFICATION**

A Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE CH. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE CH. 2274 effective September 1, 2021), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE CH. 2274 effective September 1, 2021). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1) (effective September 1, 2021).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3) (effective September 1, 2021).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Initial 





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## **NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION**

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

## **HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION**

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form. Please check (✓) all that apply:

☐ I certify that my company has been certified as a HUB in the following categories:

- ☐ **Minority Owned Business**      ☐ **Women Owned Business**  
☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

**Certification Number:** \_\_\_\_\_

**Name of Certifying Agency:** \_\_\_\_\_

☒ My company has **NOT** been certified as a HUB.

## **ACKNOWLEDGEMENT OF BUYBOARD TECHNICAL REQUIREMENTS**

Vendor shall review the BuyBoard Technical Requirements included in this Proposal Invitation. By signature on the Compliance Forms Signature Page, the undersigned affirms that Proposer has obtained a copy of the BuyBoard Technical Requirements, has read and understands the requirements, and certifies that Vendor is able to meet and will comply with those requirements except as follows: *[List and explain BuyBoard Technical Requirements, if any, to which your company cannot or will not comply.]*

Note: In accordance with the General Terms and Conditions of the Contract, to the extent Vendor is awarded a Contract under this Proposal Invitation but is unable or unwilling to meet the applicable BuyBoard Technical Requirements, the information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website. Further, to the extent Vendor has acknowledged ability to meet and comply with the BuyBoard Technical Requirements, any subsequent failure or refusal by Vendor to promptly provide information upon request to the Cooperative administrator in accordance with those technical requirements may be deemed an event of default under the Contract.

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## **CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION**

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members ("Advisory"), which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The Advisory, available at [buyboard.com/Vendor/Resources.aspx](http://buyboard.com/Vendor/Resources.aspx), provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request. Because many BuyBoard contracts include goods or installation services that might be considered construction-related, Proposer must make this Construction Related-Goods and Services Affirmation regardless of type of goods or services associated with this Proposal Invitation.

A contract awarded under this Proposal Invitation covers only the specific goods and/or services awarded by the Cooperative. As explained in the Advisory ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This Proposal Invitation and any Contract awarded thereunder does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

By signature on the Compliance Forms Signature Page, Proposer affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a Contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before accepting the member's Purchase Order or other agreement for construction-related goods or services.

Initial 



## **DEVIATION AND COMPLIANCE**

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you **MUST** list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. **Prior to completing this form, Vendor shall review the General Terms and Conditions section B.4 (Deviations from Item Specifications and General Terms and Conditions). Please note that, as provided in section B.4, certain provisions of the General Terms and Conditions are NOT subject to deviation, and certain deviations will be deemed rejected without further action by the Cooperative. Any attempted deviation, whether directly or indirectly, to provisions identified in this Proposal Invitation as not subject to deviation shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety.**

The Cooperative will consider any deviations in its contract award decision and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a Contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative, by and through the Cooperative administrator, may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a Proposal based upon any submitted deviation.

Please check (✓) one of the following:

- ☐ **No;** Deviations  
☒ **Yes;** Deviations

Deviations presented by the vendor have  
been accepted by BuyBoard.

Lisa Maraden  
Contract Administrator

List and fully explain any deviations you are submitting:

Termination for Cause or Convenience - We have a large investment up front on uniforms and Facility Products.

If a cooperative member cancels without cause they will be responsible for early termination charges and will be required to pay all past due invoices.

Initial



## **VENDOR CONSENT FOR NAME BRAND USE**

BuyBoard members seeking to make purchases using a Contract awarded under this Proposal Invitation may view information regarding awarded Vendors, including but not limited to product catalogs, pricelists, pricing, and Proposals, through the BuyBoard website. To improve and enhance the experience of BuyBoard members seeking to procure goods and services under the Contract utilizing the BuyBoard website, any Vendor logo, product images, and similar brand and trademark information provided by Vendor for purposes of the Contract ("Vendor Information") may be posted on the BuyBoard website.

**You acknowledge that, by submitting your Proposal, unless you specifically opt out below, you consent to use of your company's Vendor Information on the BuyBoard website if awarded a Contract.** You further acknowledge that whether, where, and when to include the Vendor Information on the BuyBoard website shall be at the sole discretion of the BuyBoard Administrator. Vendor retains, however, the right of general quality control over the BuyBoard Administrator's authorized display of proprietary Vendor Information. Neither the BuyBoard nor its administrator will be responsible for the use or distribution of Vendor Information by BuyBoard members or any other third party using the BuyBoard website. This Vendor Consent shall be effective for the full term of the Contract, including renewals, unless Vendor provides a signed, written notice revoking consent to [contractadmin@buyboard.com](mailto:contractadmin@buyboard.com). BuyBoard shall have up to thirty days from the date of receipt of a termination or revocation of a Vendor Consent to remove Vendor information from the BuyBoard website.

This Vendor Consent is subject to the Terms and Conditions of the Contract, including, but not limited to, those terms pertaining to Disclaimer of Warranty and Limitation of Liability, Indemnification, and Intellectual Property Infringement.

Vendor logo files must be submitted in one of the formats set forth in the BuyBoard Technical Requirements. Proposers are requested to submit this information with Vendor's Proposal. (This consent shall not authorize use of your company's Vendor Information by BuyBoard if your company is not awarded a Contract.)

### **OPT OUT:**

If your company wishes to opt out of the Vendor Consent for Name Brand Use, you must check the opt out box below. ***DO NOT select this box unless your company is opting out of this Vendor Consent for Name Brand Use.***

☐ By checking this box, Vendor hereby declines to provide consent for use of Vendor Information (as defined herein) on the BuyBoard website. **By opting out, Vendor acknowledges and agrees that, if Vendor is awarded a Contract under this Proposal Invitation, information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.**

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## **CONFIDENTIAL/PROPRIETARY INFORMATION**

### **A. Public Disclosure Laws**

All Proposals, forms, documentation, catalogs, pricelists, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. When required by the Texas Public Information Act or other disclosure law, Proposer may be notified of any third-party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, catalogs, pricelists, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (✓) one of the following:

☐

**NO**, I certify that none of the information included with this Proposal is considered confidential or proprietary.

☒

**YES**, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must clearly identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and Cooperative administrator shall not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and Cooperative administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

Confidential / Proprietary Information:

Corporation marketing strategy and procedures

Pricing Proposal

Federal and State / Purchasing Cooperative Discount Comparison Form

Government References and Price Discount Information

(Attach additional sheets if needed.)

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### **B. Copyright Information**

Does your Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) contain copyright information?

Please check (✓) one of the following:

☐ **NO**, Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does not contain copyright information.

☒ **YES**, Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", clearly identify below the specific documents or pages containing copyright information.

Copyright Information: UniFirst Corporate Catalogs included with Submission

*(Attach additional sheets if needed.)*

### **C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members**

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor Cooperative administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

### **D. Consent to Release Proposal Tabulation**

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publicly release, including posting on the public BuyBoard website, a copy of the proposal tabulation and award information for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.



## **EDGAR VENDOR CERTIFICATION** **(2 CFR Part 200 and Appendix II)**

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which *may* be applicable to specific Cooperative member purchases using federal grant funds. Completed forms will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the terms and conditions of the BuyBoard contract, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

*For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check the applicable boxes, initial each page, and sign the Compliance Forms Signature Page. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.*

### **1. Vendor Violation or Breach of Contract Terms:**

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order or Cooperative member ancillary contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

### **2. Termination for Cause or Convenience:**

For any Cooperative member purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

*The Cooperative member may terminate or cancel any Purchase Order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).*

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's Purchase Order or ancillary agreement agreed to by the Vendor, the Cooperative member's provision shall control.

☐ **YES**, I agree.

☒ **NO**, I do not agree.

Initial: 



**3. Equal Employment Opportunity:**

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to 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."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

**4. Davis-Bacon Act:**

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 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, Vendor is 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, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at [beta.sam.gov](http://beta.sam.gov). Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 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.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

**5. Contract Work Hours and Safety Standards Act:**

Where applicable, for all Cooperative member contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

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**6. Right to Inventions Made Under a Contract or Agreement:**

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

**7. Clean Air Act and Federal Water Pollution Control Act:**

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

**8. Debarment and Suspension:**

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

**9. Byrd Anti-Lobbying Amendment:**

Byrd Anti-Lobbying Amendment (31 USC 1352) - Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal 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 Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

☒ **YES**, I agree.

☐ **NO**, I do not agree.

Initial



**10. Procurement of Recovered Materials:**

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

**11. Domestic Preferences for Procurements:**

Where appropriate and consistent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for procurements which may be applicable to Cooperative members using federal funds. When required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member regarding Vendor's products, including whether goods, products, or materials are produced in the United States.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

**12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

2 CFR §200.216 prohibits expending federal loan or grant funds to procure or obtain certain telecommunications and video surveillance services or equipment. To the extent applicable and when required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member to confirm whether any telecommunications or video surveillance services or equipment provided by Vendor is covered equipment or covered services under 2 CFR §200.216.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

**13. Profit as a Separate Element of Price:**

For purchases using federal funds in excess of the Simplified Acquisition Threshold, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

**14. General Compliance and Cooperation with Cooperative Members:**

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

Initials



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## **COMPLIANCE FORMS SIGNATURE PAGE**

By initialing pages and by signature below, I certify that I have reviewed the following forms; that the information provided therein is true, complete, and accurate; and that I am authorized by my company to make all certifications, consents, acknowledgements, and agreements contained herein:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Debarment Certification
- Resident/Nonresident Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Construction-Related Goods and Services Affirmation
- Acknowledgement of BuyBoard Technical Requirements
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification

UniFirst Corporation

Company Name



Signature of Authorized Company Official

Gary Rogers

Printed Name and Title

12/8/2021

Date



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## **PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS**

### **INSTRUCTIONS:**

Proposer must completely and accurately provide all information requested in the following Vendor Information Forms or your Proposal may be rejected as non-responsive:

- Vendor Business Name
- Vendor Contact Information
- Federal and State/Purchasing Cooperative Experience
- Governmental References
- Company Profile
- Texas Regional Service Designation
- State Service Designation
- National Purchasing Cooperative Vendor Award Agreement (*Vendors serving outside Texas only*)
- Local/Authorized Seller Listings
- Manufacturer Dealer Designation
- Proposal Invitation Questionnaire
- Vendor Request to Self-Report BuyBoard Purchases (*Optional*)

To the extent any information requested is not applicable to your company, you must so indicate on the form.

### **VENDOR BUSINESS NAME**

By submitting a Proposal, Vendor is seeking to enter into a legal contract with the Cooperative. As such, Vendor must be an individual or legal business entity capable of entering into a binding contract.

**Name of Proposing Company:** UniFirst Corporation

*(List the legal name of the company seeking to contract with the Cooperative. Do NOT list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (✓) one of the following:

**Type of Business:**    ☐ Individual/Sole Proprietor    ☒ Corporation    ☐ Limited Liability Company    ☐ Partnership  
                                 ☐ Other (Specify: \_\_\_\_\_)

**State of Incorporation** (if applicable): Massachusetts

**Federal Employer Identification Number:** 74-2861951  
*(Vendor must include a completed IRS W-9 form with their Proposal)*

**Name by which Vendor, if awarded, wishes to be identified on the BuyBoard:** *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

UniFirst Corporation

## Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>UniFirst Holdings Inc</b>	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions. <b>68 Jonspin Road</b> 6 City, state, and ZIP code <b>Wilmington, MA 01887</b> 7 List account number(s) here (optional)	Requester's name and address (optional)

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

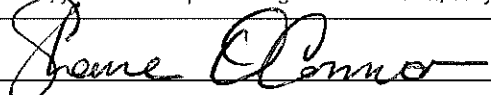
Social security number								
			-			-		
or								
Employer identification number								
7	4	-	2	8	6	1	9	5

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► 1/20/21
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



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## **VENDOR CONTACT INFORMATION**

*Vendor shall provide the requested Vendor Contact Information in the electronic proposal submission system including contract, purchase order, RFQ, and invoice contacts (or, if submitting a hard copy Proposal, timely request and complete the Vendor Contact Information form in accordance with the Instructions to Proposers).*

## **FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE**

The Cooperative strives to provide Cooperative members with the best services and products at the best prices available from Vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: \$ 4,116,852. (The period of the 12-month period is 12/1/2020 / 12/1/2021). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.
3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration			
2. T-PASS (State of Texas)			
3. OMNIA Partners	Y		Uniforms & Facility Services
4. Sourcewell (NJPA)	Y		Uniforms & Facility Services
5. E&I Cooperative			
6. Houston-Galveston Area Council (HGAC)			
7. Choice Partners			
8. The Interlocal Purchasing System (TIPS)			
9. Other			

☐ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

### **CURRENT BUYBOARD VENDORS**

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

**Current Discount (%):** 40%

**Proposed Discount (%):** 40%

**Explanation:** \_\_\_\_\_



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## **GOVERNMENTAL REFERENCES**

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing pricing/discounts you offer each customer. The Cooperative may determine whether pricing/discounts are fair and reasonable by comparing pricing/discounts stated in your Proposal with the pricing/discounts you offer other governmental customers. Attach additional pages if necessary.

	<b>Entity Name</b>	<b>Contact</b>	<b>Phone#</b>	<b>Email Address</b>	<b>Discount</b>	<b>Quantity/ Volume</b>
1.	Northside ISD / Mickey Hansen / (210) 397-4542 / harold.hansen@nisd.net / 40%+ / \$3,800 Weekly					
2.	Spring Branch ISD / Robert Lipkind / (832) 372-4838 / robert.lipkind@springbranchisd.com / 40%+ / \$179 Weekly					
3.	South Plains College / Dennis Churchwell / (806) 716-2105 / dchurchwell@southplainscollege.edu / 40%+ / 1,000					
4.	Levelland ISD / Trevina Franklin / (806) 523-9734 / tfranklin@levellandisd.net / 40%+ / \$617 Weekly					
5.	Southwest ISD / Mark Figueroa / (210) 792-5061 / mfigueroa@swisd.net / 40%+ / \$2,200 Weekly					

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower pricing) than indicated? **YES** ☒ **NO** ☐ If YES, please explain:

Longer term agreements may allow for lower unit pricing

## **COMPANY PROFILE**

Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. **Submit your company profile in a separate file, in Word format, with your Proposal.** (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)



## Company Profile

UniFirst is one of North America's largest workwear and textile service companies, providing managed uniform, protective clothing, and custom corporate image apparel programs to businesses in diverse industries.

In addition to outfitting more than 2 million workers in clean uniforms each workday, we also have a hand in keeping their businesses clean, safe, and healthy through our Facility Service programs... allowing us to be a single-source solution for a variety of needs.

### Our core values

We built our Company from the ground up based on our founding Core Values (which remain in place today): a customer Focus, a Respect for Others, and a Commitment to Quality. Serving local business customers via 260 service centers throughout the United States, Canada, and Europe, our flexible [Rental](#), [Lease](#), and [Purchase](#) programs are accessible, scalable, and economical. Whether your organization is national, regional, or local in scope, you'll always receive the highest quality products and services as a UniFirst customer.

### UniFirst mission statement

Our mission is to be recognized as the leading provider of quality Uniform and Facility Service programs. We guarantee Total Customer Satisfaction. Our continuous customer focus enables us to grow, to provide an equitable return on investment, and to create ongoing career opportunities for our employees. We are committed to conducting our business in a fair, honest, and responsible manner in accordance with all environmental and government regulations.



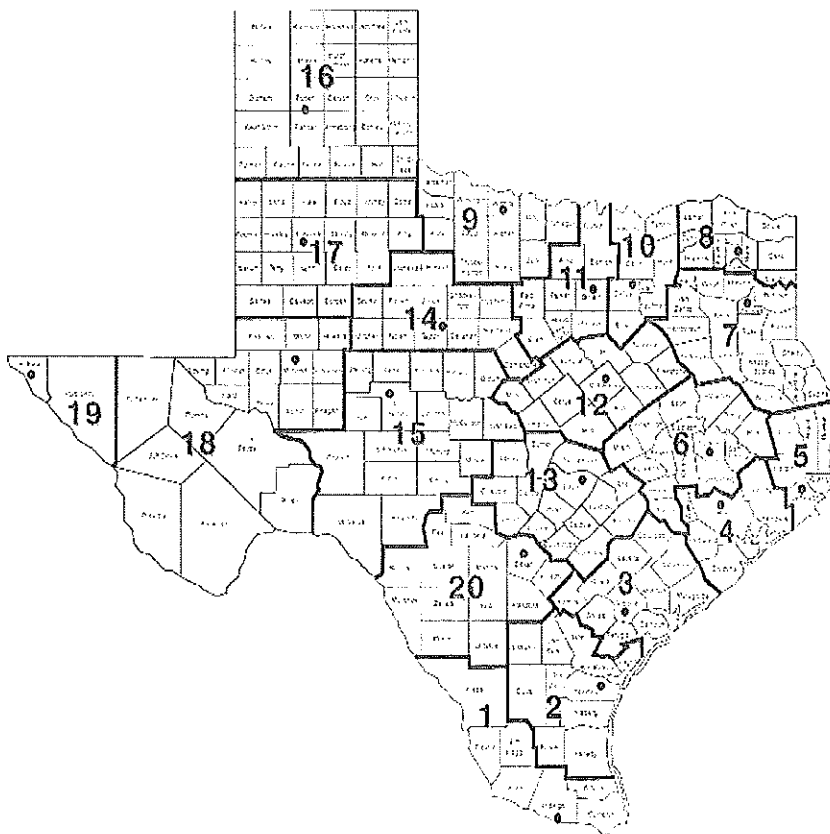


## TEXAS REGIONAL SERVICE DESIGNATION

*This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the form in accordance with the Instructions to Proposers).*

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. In the electronic proposal submission system, you must indicate if you will service Texas Cooperative members statewide or, if you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting [bids@buyboard.com](mailto:bids@buyboard.com) at least five (5) business days prior to the Proposal Due Date.)** *By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.* Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on the form in the electronic proposal submission system.

### Regional Education Service Centers



### Region and Headquarters

- 1 Edinburg
- 2 Corpus Christi
- 3 Victoria
- 4 Houston
- 5 Beaumont
- 6 Huntsville
- 7 Kilgore
- 8 Mount Pleasant
- 9 Wichita Falls
- 10 Richardson
- 11 Fort Worth
- 12 Waco
- 13 Austin
- 14 Abilene
- 15 San Angelo
- 16 Amarillo
- 17 Lubbock
- 18 Midland
- 19 El Paso
- 20 San Antonio



## STATE SERVICE DESIGNATION

***This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the In accordance with the Instructions to Proposers).***

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete the State Service Designation information in the electronic proposal submission system. (Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.) *In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this page.*

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting [bids@buyboard.com](mailto:bids@buyboard.com) at least five (5) business days prior to the Proposal Due Date.)** *By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*

- I will service all states in the United States.
- I will not service all states in the United States.

Alabama  
Alaska  
Arizona  
Arkansas  
California (Public Contract Code 20118 & 20652)  
Colorado  
Connecticut  
Delaware  
District of Columbia  
Florida  
Georgia  
Hawaii  
Idaho  
Illinois  
Indiana  
Iowa  
Kansas  
Kentucky  
Louisiana  
Maine  
Maryland  
Massachusetts  
Michigan  
Minnesota  
Mississippi  
Missouri  
Montana

Nebraska  
Nevada  
New Hampshire  
New Jersey  
New Mexico  
New York  
North Carolina  
North Dakota  
Ohio  
Oklahoma  
Oregon  
Pennsylvania  
Rhode Island  
South Carolina  
South Dakota  
Tennessee  
Texas  
Utah  
Vermont  
Virginia  
Washington  
West Virginia  
Wisconsin  
Wyoming



## **NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT**

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

### **By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:**

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.
2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.
3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.
4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.
5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members, vendor invoices, and/or such other documentation regarding those purchase orders as the Cooperative's administrators may require in their reasonable discretion for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.
6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.



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7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

UniFirst Corporation

Name of Vendor

Signature of Authorized Company Official

670-22

Proposal Invitation Number

Gary Rogers

Printed Name of Authorized Company Official

12/8/2021

Date



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## LOCATION / AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a Contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. *If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.*

Location/Authorized Seller Name	Contact Person	Contact Information (Mailing Address, Phone, Fax, Email)
UniFirst Corporation	Daniel Venezuela	455 AIRPORT ROAD CORPUS CHRISTI, TX 78405 PH: (361) 883-9275; FAX: (361) 883-4702 <a href="mailto:daniel_venezuela@unifirst.com">daniel_venezuela@unifirst.com</a>
UniFirst Corporation	Andres Hernandez	515 E. BEECH AVE. MCALLEN, TX 78501 PH: (956) 686-0218; FAX: (956) 686-0538 <a href="mailto:andres_hernandez@unifirst.com">andres_hernandez@unifirst.com</a>
UniFirst Corporation	Andrew Althaus	9019 RAILWOOD DRIVE HOUSTON, TX 77078 PH: (713) 635-1100; FAX: (713) 635-2747 <a href="mailto:andrew_althaus@unifirst.com">andrew_althaus@unifirst.com</a>
UniFirst Corporation	Jason Koehler	1201 N. JOHN STOCKBAUER DR VICTORIA, TX 77901 PH: (361) 576-4501; FAX: (361) 578-5574 <a href="mailto:jason_koehler@unifirst.com">jason_koehler@unifirst.com</a>
UniFirst Corporation	Juan Noriega	5807 EAST DRIVE LAREDO, TX 78041 PH: (956) 723-9396; FAX: (956) 723-1421 <a href="mailto:juan_noriega@unifirst.com">juan_noriega@unifirst.com</a>
UniFirst Corporation	Mario Villarreal	603 MILL RUN KERRVILLE, TX 78208 PH: (830) 257-8090; FAX: (830) 257-8090 <a href="mailto:Mario_Villarreal@unifirst.com">Mario_Villarreal@unifirst.com</a>
UniFirst Corporation	Jason Hampton	240 SIGNAL STREET LAKE CHARLES, LA 70615 PH: (337) 497-0061; FAX: (337) 497-0953 <a href="mailto:jason_hampton@unifirst.com">jason_hampton@unifirst.com</a>
UniFirst Corporation	Martin Escandon	3047 E. COMMERCE ST SAN ANTONIO, TX 78220 PH: (210) 222-8695; FAX: (210) 227-7959 <a href="mailto:martin_escandon@unifirst.com">martin_escandon@unifirst.com</a>
UniFirst Corporation	Jason McFarland	6000 BOLM ROAD AUSTIN, TX 78721 PH: (512) 385-3320; FAX: (512) 389-2984 <a href="mailto:jason_mcfarland@unifirst.com">jason_mcfarland@unifirst.com</a>
UniFirst Corporation	David Blenkinsop	1 LOU STROUP DR UVALDE, TX 78801 PH: (830) 278-5665; FAX: (830) 278-2684 <a href="mailto:david_blenkinsop@unifirst.com">david_blenkinsop@unifirst.com</a>



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Location/Authorized Seller Name	Contact Person	Contact Information (Mailing Address, Phone, Fax, Email)
UniFirst Corporation	Abran Duran	3015 W. MARLAND BLVD HOBBS2, NM 88240 PH: (575) 393-5290; FAX: (575) 397-4784 <a href="mailto:abran_duran@unifirst.com">abran_duran@unifirst.com</a>
UniFirst Corporation	Blake Stephenson	1520 S. CRANE AVE. ODESSA, TX 79763 PH: (432) 332-0548; FAX: (432) 332-2412 <a href="mailto:blake_stephenson@unifirst.com">blake_stephenson@unifirst.com</a>
UniFirst Corporation	Abel Flores	6305 HWY 277 SAN ANGELO, TX 76904 PH: (325) 651-4626; FAX: (325)-651-8657 <a href="mailto:abel_flores@unifirst.com">abel_flores@unifirst.com</a>
UniFirst Corporation	David Cooper	2815 SOUTH EASTMAN LONGVIEW, TX 75602 PH: (903) 236-4025; FAX: (903) 236-7289 <a href="mailto:david_g_cooper@unifirst.com">david_g_cooper@unifirst.com</a>
UniFirst Corporation	Jaime Tovar	8501 AGNES STREET CORPUS CHRISTI, TX 78406 PH: (361) 265-0201; FAX: (361) 400-3310 <a href="mailto:jaime_tovar@unifirst.com">jaime_tovar@unifirst.com</a>
UniFirst Corporation	Curtis Medley	1514 FAIR PARK BLVD. HARLINGEN, TX 78550 PH: (956) 423-5464; FAX: (956) 425-3938 <a href="mailto:curtis_medley@unifirst.com">curtis_medley@unifirst.com</a>
UniFirst Corporation	Jason Warwick	114 AVA DRIVE HEWITT, TX 76643 PH: (254) 666-8066; FAX: (254) 666-6254 <a href="mailto:jason_warwick@unifirst.com">jason_warwick@unifirst.com</a>
UniFirst Corporation	James Bryant	12700 STATE HIGHWAY 30 COLLEGE STATION, TX 77845 PH: (979) 774-0577; FAX: (979) 774-0890 <a href="mailto:james_bryant@unifirst.com">james_bryant@unifirst.com</a>
UniFirst Corporation	Rudy Hernandez	13513 SOUTH GESSNER RD STE 100 MISSOURI CITY, TX 77489 PH: (281) 261-9632; FAX: (281) 261-9514 <a href="mailto:rudy_hernandez@unifirst.com">rudy_hernandez@unifirst.com</a>
UniFirst Corporation	David Flanery	200 NORTH SAM HOUSTON RD DALLAS, TX 75149 PH: (972) 289-0754; FAX: (972) 289-6248 <a href="mailto:david_flanery@unifirst.com">david_flanery@unifirst.com</a>



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## LOCATION / AUTHORIZED SELLER LISTINGS

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*If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.*

Location/Authorized Seller Name	Contact Person	Contact Information (Mailing Address, Phone, Fax, Email)
UniFirst Corporation	David Brett	2900 N. BEACH STREET HALTOM CITY, TX 76111 PH: (817) 834-7386; FAX: (817) 834-7490 <a href="mailto:david_brett@unifirst.com">david_brett@unifirst.com</a>
UniFirst Corporation	Nick Colarelli	4407 HENRY S GRACE FRWY WICHITA FALLS, TX 76302 PH: (940) 691-0069; FAX: (940) 691-0051 <a href="mailto:Nick_Colarelli@unifirst.com">Nick_Colarelli@unifirst.com</a>
UniFirst Corporation	Jim Gonzalez	1727 E 8TH ST SAN ANGELO, TX 76904 PH: (806) 762-0541; FAX: (806) 763-5700 <a href="mailto:jim_gonzalez@unifirst.com">jim_gonzalez@unifirst.com</a>
UniFirst Corporation	Shane White	4210 SE 22ND AVE AMARILLO, TX 79103 PH: (806) 374-4631; FAX: (806) 374-9338 <a href="mailto:shane_white@unifirst.com">shane_white@unifirst.com</a>
UniFirst Corporation	Ernesto Aguirre	2321 WESTGATE STREET CLOVIS, NM 88101 PH: (575) 763-4441; FAX: (575) 763-6157 <a href="mailto:Ernesto_Aguirre@unifirst.com">Ernesto_Aguirre@unifirst.com</a>
UniFirst Corporation	Joseph Hernandez	48 WINDMILL CIRCLE ABILENE, TX 79606 PH: (325) 695-0570; FAX: (325) 698-4234 <a href="mailto:joseph_hernandez@unifirst.com">joseph_hernandez@unifirst.com</a>
UniFirst Corporation	Carl Beauregard	1415 WAYNE CABANISS DR DENISON, TX 75020 PH: (903) 327-8736; FAX: (903) 327-8837 <a href="mailto:carl_beauregard@unifirst.com">carl_beauregard@unifirst.com</a>



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## **MANUFACTURER DEALER DESIGNATION**

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below. If you wish to designate multiple dealers, please duplicate this form as necessary.

N/A

Designated Dealer Name

Designated Dealer Contact Person

Designated Dealer Address

City

State

Zip

Phone Number

Fax Number

Email address

Designated Dealer Tax ID Number\* (**\*attach W-9**)





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## **PROPOSAL INVITATION QUESTIONNAIRE**

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire and submit in one document with your Proposal. **You must submit the questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

UniFirst Corporation has been in business since 1936 and has operated within the State of Texas since its purchase of Texas Industrial Uniforms in the Mid-1980s. UniFirst Corporation is not currently for sale or involved in any transaction that would impact our business.

2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

UniFirst Corporation has dozens of service locations with strong leadership tenure that allows us to deliver excellent customer service to our customers. Each of our customers has a team which consists of three individuals assigned to them that work to communicate and execute any project, issues, or additional services needed by the customer.

3. **Marketing Strategy:** For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. (*Example: Explain how your company will initially inform Cooperative members of your BuyBoard Contract, and how you will continue to support the BuyBoard for the duration of the Contract term.*) Attach additional pages if necessary.

UniFirst Corporation has provided services to Texas BuyBoard members since May of 2010. We continue to market local governments, school districts, and other non-profit organizations that are part of the Texas BuyBoard.

We have recently improved our prospect management system which allows us to consistently communicate the benefits of the Texas BuyBoard program to all potential members who can benefit from a higher quality of service while helping to reduce their total spend for their uniform and facility services. We continue to educate our Texas area sales staff on the benefits to the members of Texas BuyBoard and our service teams meet with our existing Texas BuyBoard member customers to ensure we are consistently meeting their service expectations.



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4. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

UniFirst Corporation has a strong credit rating and a solid financial profile. We have no outstanding debts and

significant cash in reserve. We continue to reinvest in technologies that will improve the customer service

experience. UniFirst Corporation provides ample insurance coverage options to meet each customer's

requirements based on their needs. None of the UniFirst Corporation's principal share or stock holders have

been involved in a bankruptcy or insolvency.

5. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

UniFirst Corporation does not have any loans in default, nor does the company have any outstanding financial

judgements

6. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work, or termination.

Due to the nature of our service industry and the terms and conditions of our contract, UniFirst Corporation has and

will continue to have customers that will no longer require our services after their contract terms have expired. With

over 300,000 customers across the United States and Canada we cannot provide a complete list. Reasons for

terminations include: price, products, service, budget changes, business climate.

7. List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relate to or arise from a contract similar to this Contract or the Work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

Due to the nature of our service industry and the terms and conditions of our contract, UniFirst Corporation

has and will continue to engage in arbitration proceeding to protect the companies interest.

With over 230 locations to service our over 300,000 customers we cannot provide a complete list of every instance.

Examples of situations include but not limited to: negligence and contract disputes.



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## **REQUIRED FORMS CHECKLIST**

(Please check (✓) the following)

☒ Reviewed/Completed: **Proposer's Acceptance and Agreement**

### **PROPOSAL FORMS PART 1: COMPLIANCE FORMS**

- ☒ Reviewed/Completed: **Proposal Acknowledgements**
- ☒ Reviewed/Completed: **Felony Conviction Disclosure**
- ☒ Reviewed/Completed: **Resident/Nonresident Certification**
- ☒ Reviewed/Completed: **Debarment Certification**
- ☒ Reviewed/Completed: **Vendor Employment Certification**
- ☒ Reviewed/Completed: **No Boycott Verification**
- ☒ Reviewed/Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
- ☒ Reviewed/Completed: **Historically Underutilized Business Certification**
- ☒ Reviewed/Completed: **Acknowledgement of BuyBoard Technical Requirements**
- ☒ Reviewed/Completed: **Construction-Related Goods and Services Affirmation**
- ☒ Reviewed/Completed: **Deviation and Compliance**
- ☒ Reviewed/Completed: **Vendor Consent for Name Brand Use**
- ☒ Reviewed/Completed: **Confidential/Proprietary Information**
- ☒ Reviewed/Completed: **EDGAR Vendor Certification**
- ☒ Reviewed/Completed: **Compliance Forms Signature Page**

### **PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS**

- ☒ Reviewed/Completed: **Vendor Business Name**
- ☒ Reviewed/Completed: **Vendor Contact Information** *(complete in electronic proposal submission system)*
- ☒ Reviewed/Completed: **Federal and State/Purchasing Cooperative Experience**
- ☒ Reviewed/Completed: **Governmental References**
- ☒ Reviewed/Completed: **Company Profile**
- ☒ Reviewed/Completed: **Texas Regional Service Designation** *(complete in electronic proposal submission system)*
- ☒ Reviewed/Completed: **State Service Designation** *(complete in electronic proposal submission system)*
- ☒ Reviewed/Completed: **National Purchasing Cooperative Vendor Award Agreement** *(Vendors serving outside Texas only)*
- ☒ Reviewed/Completed: **Local/Authorized Seller Listings**
- ☒ Reviewed/Completed: **Manufacturer Dealer Designation**
- ☒ Reviewed/Completed: **Proposal Invitation Questionnaire**
- ☒ Reviewed/Completed: **Vendor Request to Self-Report BuyBoard Purchases** *(Optional)*
  
- ☒ Reviewed/Completed: **Proposal Specifications, Evaluation Items and Discount (%) off Catalog/Pricelist and/or other required pricing information including Catalogs/Pricelists (or no bid response) must be submitted with the Proposal or the Proposal will not be considered.**



## **PROPOSAL SPECIFICATION SUMMARY**

The categories and items specified for this Proposal Invitation are summarized below. For full Proposal Specifications, you must review and complete the Proposal Specification information in the electronic proposal submission system in accordance with the Instructions to Proposers (or, if submitting a hard copy Proposal, timely request and complete the Proposal Specification Form in accordance with the Instructions to Proposers).

**PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

### **Section I: UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS**

1. Discount (%) off catalog/pricelist for **Purchase of Band Uniforms, Related Supplies and Accessories.**
2. Discount (%) off catalog/pricelist for **Purchase of Flag Corps Uniforms, Related Supplies and Accessories.**
3. Discount (%) off catalog/pricelist for **Purchase of Formal Wear for Bands and Orchestra, Related Supplies and Accessories** (dresses, tuxedos, jackets, pants).
4. Discount (%) off catalog/pricelist for **Purchase of Show Choir Wear, Related Supplies and Accessories.**
5. Discount (%) off catalog/pricelist for **Purchase of Cheerleading Uniforms, Related Supplies and Accessories.**
6. Discount (%) off catalog/pricelist for **Purchase of Drill Team Uniforms, Related Supplies and Accessories.**
7. Discount (%) off catalog/pricelist for **Purchase of Dancewear, Related Supplies and Accessories.**
8. Discount (%) off catalog/pricelist for **Purchase of All Other Performance Related Uniforms, Related Supplies and Accessories not listed above.**

### **Section II: UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS**

9. Discount (%) off catalog/pricelist for **Purchase of Public Safety (police, fire, EMS, security, etc.) Uniforms, Related Supplies and Accessories.**
10. Discount (%) off catalog/pricelist for **Purchase of Custodial and Maintenance Uniforms, Related Supplies and Accessories.**
11. Discount (%) off catalog/pricelist for **Purchase of Food Service Uniforms, Related Supplies and Accessories.**
12. Discount (%) off catalog/pricelist for **Purchase of Medical and Nursing Uniforms, Related Supplies and Accessories.**
13. Discount (%) off catalog/pricelist for **Purchase of Business Uniforms (Career Apparel), Related Supplies and Accessories.**
14. Discount (%) off catalog/pricelist for **Purchase of Student Uniforms, Related Supplies and Accessories.**
15. Discount (%) off catalog/pricelist for **Purchase of ARC Rated/Flame Resistant Uniforms, Related Supplies and Accessories.**
16. Discount (%) off catalog/pricelist for **Purchase of Industrial Towels.**
17. Discount (%) off catalog/pricelist for **Purchase of All Other Work-Related Uniforms, Related Supplies and Accessories not listed above.**

### **Section III: RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTS**

18. Discount (%) off catalog/pricelist for **Rental of Public Safety (police, fire, EMS, security, etc.) Uniforms, Related Supplies and Accessories.**
19. Discount (%) off catalog/pricelist for **Rental of Custodial and Maintenance Uniforms, Related Supplies and Accessories.**
20. Discount (%) off catalog/pricelist for **Rental of Food Service Uniforms, Related Supplies and Accessories.**
21. Discount (%) off catalog/pricelist for **Rental of Medical and Nursing Uniforms, Related Supplies and Accessories.**
22. Discount (%) off catalog/pricelist for **Rental of Business Uniforms (Career Apparel), Related Supplies and Accessories.**



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23. Discount (%) off catalog/pricelist for **Rental of All Other Work-Related Uniforms, Related Supplies and Accessories** not listed above.
24. Discount (%) off catalog/pricelist for **Rental of Industrial Towels**.
25. Discount (%) off catalog/pricelist for **Rental of Industrial Mats**.
26. Discount (%) off catalog/pricelist for **Rental of Industrial Mop Service**.
27. Discount (%) off catalog/pricelist for **Rental of ARC Rated/Flame Resistant Uniforms, Related Supplies and Accessories**.
28. Discount (%) off catalog/pricelist for **Rental of All Other Industrial Uniform, Related Products, Supplies and Accessories** not listed above.

#### **Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS**

1. Information under Section IV is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure. [BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, laundry, repairs, and delivery.

3. Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption** from this requirement. The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

29. **Uniform Clothing Rental: Executive Shirt; long sleeve; 100% cotton; BuyBoard weekly rental unit price.**
30. **Uniform Clothing Rental: Industrial Work Shirt; long sleeve, synthetic blend; BuyBoard weekly rental unit price.**
31. **Uniform Clothing Rental: Industrial Work Shirt; stripe, long sleeve, synthetic blend; BuyBoard weekly rental unit price.**
32. **Uniform Clothing Rental: Button Down Shirt; long sleeve; 100% cotton; BuyBoard weekly rental unit price.**
33. **Uniform Clothing Rental: Industrial Pants; synthetic blend; BuyBoard weekly rental unit price.**
34. **Uniform Clothing Rental: Executive Slacks; Cotton; BuyBoard weekly rental unit price.**
35. **Uniform Clothing Rental: Blue Denim Jeans; Cotton; BuyBoard weekly rental unit price.**

#### **ADDITIONAL WEEKLY RENTAL/PREP CHARGES (MISC. ITEMS)**

36. **4X6 Floor Mat**; per item; BuyBoard weekly rental unit price.
37. **Dry Mop**; Treated; 36 inches, per item; BuyBoard weekly rental unit price.
38. **Name Tags**; per item; BuyBoard weekly rental unit price.
39. **Prep Charges**; per item; BuyBoard weekly rental unit price.
40. **Emblem**; per item (print or embroidery); BuyBoard weekly rental unit price.
41. **Emblem 2**; per item (print or embroidery); BuyBoard weekly rental unit price.
42. **Environmental Fee**
43. **Energy Surcharge**
44. **Initial Set Up Charges**
45. **Swing Suit Charges**
46. **Minimum Stop Size Fee**
47. **Image Guard Fee**
48. **Deposit Charge**



## 670-22

### UniFirst Corp.

### Supplier Response

#### Event Information

Number: 670-22  
Title: Uniforms and Accessories  
Type: Request for Proposal  
Issue Date: 10/14/2021  
Deadline: 12/16/2021 04:00 PM (CT)  
Notes:

The Local Government Purchasing Cooperative (BuyBoard)

**Proposal Invitation No. 670-22**

**Uniforms and Accessories**

**Proposal Due Date and Time: December 16, 2021, at 4:00 PM**

Responding to this and future proposals online is easy with our **online submission system**.


**1. View and download the forms.**

- **DO NOT** log in to view and download the documents.
- Visit [vendor.buyboard.com](https://vendor.buyboard.com) and click on the "Current Proposal Invitations" button shown below to view and download the forms for this proposal.

**2. To submit completed proposal.**

- Visit [vendor.buyboard.com](https://vendor.buyboard.com) and click "Register/Login/Submit

Proposal" button shown  
below to submit your proposal online.

- For additional assistance click this link  [View our Proposal Submission Instructions.](#)

**New Vendor?** Visit [vendor.buyboard.com](https://vendor.buyboard.com) and click  
"Register/Login/Submit Proposal."

Click [Register now](#) as a new supplier/vendor, so you don't miss future  
proposal opportunities.

Any Addenda issued with this proposal will also be placed on the  
website, and it will be the  
vendor's responsibility to obtain the information.

## UniFirst Corp. Information

Contact: Teresa Jensen  
Address: 3067 E. Commerce St.  
San Antonio, TX 78220  
Phone: (210) 224-0711 x2077  
Toll Free: (210) 226-6942  
Email: Teresa\_Jensen@unifirst.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Seth Vise  
Signature

seth\_vise@unifirst.com  
Email

Submitted at 12/15/2021 3:02:18 PM

## Requested Attachments

### BuyBoard Proposal Invitation No. 670-22 Uniforms and Accessories

UniFirst Corporation - 670-22 Signed Proposal -12-2021.pdf

REQUIRED-In PDF format, upload all proposal invitation documents available for download at vendor.buyboard.com including any additional pages, as necessary. (Please DO NOT password protect uploaded files.)

### Catalog/Pricelist

UniFirst Rental Catalogs.pdf

REQUIRED-In Excel or PDF format, upload catalog/pricelist in proposal invitation instructions. Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. No paper catalogs or manufacturer/vendor websites will be accepted. File size must not exceed 100MB. (Please DO NOT password protect uploaded files.)

### Exceptions and/or Detailed Information Related to Discount % and/or Hourly Labor Rate Proposed

No response

In PDF format and if necessary, vendor shall attach detailed information regarding exceptions to pricing and/or discount percentage and define the services that are proposed to be provided. NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL MAY NOT BE CONSIDERED. (Please DO NOT password protect uploaded files.)

### Company Profile

UniFirst Company Profile.docx

REQUIRED-Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. Submit your company profile in a separate file, in Word format, with your Proposal. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

### IRS Form W-9 Request for Taxpayer Identification Number and Certification

UniFirst Holdings Corporation\_W9.pdf

REQUIRED-In PDF format, upload W-9 form. (Please DO NOT password protect uploaded files.)

### Exemption Letter

No response

Vendors that do not offer any of the evaluation and/or alternate items shall submit a written letter providing explanation requesting exemption from this requirement and identify its specialty product line(s).



## Bid Attributes

### 1 Federal Identification Number

Federal Identification Number

74-2861951

### 2 HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification

HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification

### 3 No Israel Boycott Certification

A Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees 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. (TEX. GOV'T CODE Ch. 2270). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Yes

### 4 No Excluded Nation or Foreign Terrorist Organization Certification

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

Yes

### 5 MWBE/HUB Status Certification

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form.

**I certify that my company has been certified as a MWBE/HUB in the following categories:** *(Please check all that apply)*

### 6 Minority Owned Business

Minority Owned Business

☐ *Minority Owned Business (Yes)*

<b>7</b>	<b>Women Owned Business</b> Women Owned Business <input type="checkbox"/> <i>Women Owned Business (Yes)</i>
<b>8</b>	<b>Service-Disabled Veteran Owned Business</b> Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense) <input type="checkbox"/> <i>Service-Disabled Veteran Owned Business (Yes)</i>
<b>9</b>	<b>Certification Number</b> Certification Number <div style="border: 1px solid black; padding: 2px;">No response</div>
<b>10</b>	<b>Name of Certifying Agency</b> Certifying Agency <div style="border: 1px solid black; padding: 2px;">No response</div>
<b>11</b>	<b>Non-MWBE/HUB</b> My company has NOT been certified as a MWBE/HUB <input checked="" type="checkbox"/> Non-HUB (Yes)
<b>12</b>	<b>Vendor General Contact Information</b> Proposal/Contract General Contact Information
<b>13</b>	<b>Vendor Proposal/Contract Contact Name</b> Vendor Proposal/Contract Contact Name <div style="border: 1px solid black; padding: 2px;">Teresa Jensen</div>
<b>14</b>	<b>Vendor Proposal/Contract Contact E-mail Address</b> Vendor Proposal/Contract Contact E-mail Address <div style="border: 1px solid black; padding: 2px;">teresa_jensen@unifirst.com</div>
<b>15</b>	<b>Vendor Proposal/Contract Mailing Address</b> Vendor Proposal/Contract Mailing Address <div style="border: 1px solid black; padding: 2px;">3067 E. Commerce Street</div>
<b>16</b>	<b>Vendor Proposal/Contract Mailing Address - City</b> Vendor Proposal/Contract Mailing Address - City <div style="border: 1px solid black; padding: 2px;">San Antonio</div>
<b>17</b>	<b>Vendor Proposal/Contract Mailing Address - State</b> Vendor Proposal/Contract Mailing Address - State (Abbreviate State Name) <div style="border: 1px solid black; padding: 2px;">TX</div>
<b>18</b>	<b>Vendor Proposal/Contract Mailing Address - Zip Code</b> Vendor Proposal/Contract Mailing Address - Zip Code <div style="border: 1px solid black; padding: 2px;">78220</div>

19	<b>Vendor Proposal/Contact Phone Number</b> Vendor Proposal/Contact Phone Number (xxx-xxx-xxxx) <input type="text" value="(210) 224-0711"/>
20	<b>Vendor Proposal/Contact Extension Number</b> Vendor Proposal/Contact Extension Number <input type="text" value="No response"/>
21	<b>Company Website</b> Company Website (www.XXXXX.com) <input type="text" value="www.unifirst.com"/>
22	<b>Purchase Orders Contact Information</b> <p>All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.</p> <p><b>Please select options below for receipt of Purchase Orders and provide the requested information:</b></p> <ul style="list-style-type: none"> <li>I will use the internet to receive Purchase Orders at the following address</li> </ul> <input type="text" value="Yes"/>
23	<b>Purchase Order E-mail Address</b> Purchase Order E-mail Address <input type="text" value="teresa_jensen@unifirst.com"/>
24	<b>Purchase Order Contact Name</b> Purchase Order Contact Name <input type="text" value="Teresa Jensen"/>
25	<b>Purchase Order Contact Phone Number</b> Purchase Order Contact Phone Number (xxx-xxx-xxxx) <input type="text" value="210-224-0711"/>
26	<b>Purchase Order Contact Extension Number</b> Purchase Order Contact Extension Number <input type="text" value="No response"/>
27	<b>Alternate Purchase Order E-mail Address</b> Alternate Purchase Order E-mail Address <input type="text" value="seth_vise@unifirst.com"/>
28	<b>Alternate Purchase Order Contact Name</b> Alternate Purchase Order Contact Name <input type="text" value="Seth Vise"/>

<b>29</b>	<b>Alternate Purchase Order Contact Phone Number</b> Alternate Purchase Order Contact Phone Number (xxx-xxx-xxxx) <input style="width: 90%;" type="text" value="210-792-3642"/>
<b>30</b>	<b>Alternate Purchase Order Contact Extension Number</b> Alternate Purchase Order Contact Extension Number <input style="width: 90%;" type="text" value="No response"/>
<b>31</b>	<b>Purchase Orders Contact Information</b> All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.  <b>Please select options below for receipt of Purchase Orders and provide the requested information:</b> <ul style="list-style-type: none"> <li>Purchase Orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.</li> </ul> <div style="margin-top: 10px;"> <input style="width: 100px;" type="text" value="Yes"/> </div>
<b>32</b>	<b>Request for Quotes (RFQs)</b> Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:
<b>33</b>	<b>Request for Quote (RFQ) E-mail Address</b> Request for Quote (RFQ) E-mail Address <input style="width: 90%;" type="text" value="teresa_jensen@unifirst.com"/>
<b>34</b>	<b>Request for Quote (RFQ) Contact Name</b> Request for Quote (RFQ) Contact Name <input style="width: 90%;" type="text" value="Teresa Jensen"/>
<b>35</b>	<b>Request for Quote (RFQ) Contact Phone Number</b> Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx) <input style="width: 90%;" type="text" value="(210) 224-0711"/>
<b>36</b>	<b>Request for Quote (RFQ) Contact Extension Number</b> Request for Quote (RFQ) Contact Extension Number <input style="width: 90%;" type="text" value="No response"/>
<b>37</b>	<b>Alternate Request for Quote (RFQ) E-mail Address</b> Alternate Request for Quote (RFQ) E-mail Address <input style="width: 90%;" type="text" value="seth_vise@unifirst.com"/>
<b>38</b>	<b>Alternate Request for Quote (RFQ) Contact Name</b> Alternate Request for Quote (RFQ) Contact Name <input style="width: 90%;" type="text" value="Seth Vise"/>

<b>39</b>	<b>Alternate Request for Quote (RFQ) Contact Phone Number</b> Alternate Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx) <input style="width: 90%;" type="text" value="(210) 792-3642"/>
<b>40</b>	<b>Alternate Request for Quote (RFQ) Contact Extension Number</b> Alternate Request for Quote (RFQ) Contact Extension Number <input style="width: 90%;" type="text" value="No response"/>
<b>41</b>	<b>Invoices</b> Your company will be billed monthly for the service fee due under a Contract awarded under this Proposal Invitation. <b>All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.</b>
<b>42</b>	<b>Invoices</b> <b>Please choose <u>only one (1)</u> of the following options for receipt of invoices and provide the requested information:</b>  (a) Service fee invoices and related communications should be provided directly to my company at:  or  (b) In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent: <i>If Vendor authorizes a billing agent to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.</i> <input style="width: 90%;" type="text" value="Service fee invoices and notices direct to company"/>
<b>43</b>	<b>Invoice Company Name</b> Invoice Company Name <input style="width: 90%;" type="text" value="UniFirst Corporation"/>
<b>44</b>	<b>Invoice Company Department Name</b> Invoice Company Department Name <input style="width: 90%;" type="text" value="Regional Offices"/>
<b>45</b>	<b>Invoice Contact Name</b> Invoice Contact Name <input style="width: 90%;" type="text" value="Accounts Payable"/>
<b>46</b>	<b>Invoice Mailing Address</b> Invoice Mailing Address (P.O. Box or Street Address) <input style="width: 90%;" type="text" value="3067 E. Commerce Street"/>
<b>47</b>	<b>Invoice Mailing Address - City</b> Invoice Mailing Address - City <input style="width: 90%;" type="text" value="San Antonio"/>

48	<b>Invoice Mailing Address - State</b> Invoice Mailing Address - State (Abbreviate State Name) <input type="text" value="TX"/>
49	<b>Invoice Mailing Address - Zip Code</b> Invoice Mailing Address (Zip Code) <input type="text" value="78220"/>
50	<b>Invoice Contact Phone Number</b> Invoice Contact Phone Number (xxx-xxx-xxxx) <input type="text" value="(210) 224-0711"/>
51	<b>Invoice Contact Extension Number</b> Invoice Contact Extension Number <input type="text" value="No response"/>
52	<b>Invoice Contact Fax Number</b> Invoice Contact Fax Number (xxx-xxx-xxxx) <input type="text" value="(210) 226-6942"/>
53	<b>Invoice Contact E-mail Address</b> Invoice Contact E-mail <input type="text" value="teresa_jensen@unifirst.com"/>
54	<b>Invoice Contact Alternate E-mail Address</b> Invoice Contact Alternate E-mail Address <input type="text" value="No response"/>
55	<b>Billing Agent Company Name</b> Billing Agent Company Name <input type="text" value="No response"/>
56	<b>Billing Agent Department Name</b> Billing Agent Department Name <input type="text" value="No response"/>
57	<b>Billing Agent Contact Name</b> Billing Agent Contact Name <input type="text" value="No response"/>
58	<b>Billing Agent Mailing Address</b> Billing Agent Mailing Address (P.O. Box or Street Address) <input type="text" value="No response"/>
59	<b>Billing Agent Mailing Address - City</b> Billing Agent Mailing Address - City <input type="text" value="No response"/>

60	<b>Billing Agent Mailing Address - State</b> Billing Agent Mailing Address - State (Abbreviate State Name) <input type="text" value="No response"/>
61	<b>Billing Agent Mailing Address - Zip Code</b> Billing Agent Mailing Address - Zip Code <input type="text" value="No response"/>
62	<b>Billing Agent Contact Phone Number</b> Billing Agent Contact Phone Number (xxx-xxx-xxxx) <input type="text" value="No response"/>
63	<b>Billing Agent Contact Extension Number</b> Billing Agent Contact Extension Number <input type="text" value="No response"/>
64	<b>Billing Agent Fax Number</b> Billing Agent Fax Number <input type="text" value="No response"/>
65	<b>Billing Agent Contact E-mail Address</b> Billing Agent Contact E-mail Address <input type="text" value="No response"/>
66	<b>Billing Agent Alternative E-mail Address</b> Billing Agent Alternative E-mail Address <input type="text" value="No response"/>
67	<b>Shipping Via</b> Common Carrier, Company Truck, Prepaid and Add to Invoice, or Other <input type="text" value="Company Truck"/>
68	<b>Payment Terms</b> <i>Note: Vendor payment terms must comply with the BuyBoard General Terms and Conditions and the Texas Prompt Payment Act (Texas Government Code Ch. 2251).</i> <input type="text" value="Net 30"/>
69	<b>Vendor's Internal/Assigned Reference/Quote Number</b> Vendor's Internal/Assigned Reference/Quote Number <input type="text" value="No response"/>
70	<b>State or Attach Return Policy</b> Note: Only return requirements and processes will be deemed part of Vendor's return policy. Any unrelated contract terms, terms of sale, or other information not specifically related to return requirements and processes included in Vendor's return policy shall not apply to any awarded Contract unless specifically included as a deviation in the Deviation and Compliance Form and accepted by the Cooperative. <input type="text" value="No response"/>

<b>7 1</b>	<b>Electronic Payments</b> Are electronic payments acceptable to your company? <input type="text" value="Yes"/>
<b>7 2</b>	<b>Credit Card Payments</b> Are credit card payments acceptable to your company? <input type="text" value="Yes"/>
<b>7 3</b>	<b>Texas Regional Service Designation</b> <b>Texas Regional Service Designation - Refer to Form in Proposal Invitation</b>  The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you <b>must</b> indicate the specific regions you will service on this form. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. <b><i>By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.</i></b> Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.
<b>7 4</b>	<b>Company Name</b> Company Name <input style="width: 90%;" type="text" value="UniFirst Corporation"/>
<b>7 5</b>	<b>Texas Regional Service Designation</b> Select only one of the following options. If you select " <b>I will NOT serve all Regions of Texas</b> ", you must then check the individual Regions you wish to serve. <input style="width: 100%;" type="text" value="All Regions"/>
<b>7 6</b>	<b>Region 1</b> Region 1 - Edinburg <input checked="" type="checkbox"/> Region 1 (1)
<b>7 7</b>	<b>Region 2</b> Region 2 - Corpus Christi <input checked="" type="checkbox"/> Region 2 (2)
<b>7 8</b>	<b>Region 3</b> Region 3 - Victoria <input checked="" type="checkbox"/> Region 3 (3)
<b>7 9</b>	<b>Region 4</b> Region 4 - Houston <input checked="" type="checkbox"/> Region 4 (4)
<b>8 0</b>	<b>Region 5</b> Region 5 - Beaumont <input checked="" type="checkbox"/> Region 5 (5)



<b>81</b>	<b>Region 6</b> Region 6 - Huntsville <input checked="" type="checkbox"/> Region 6 (6)
<b>82</b>	<b>Region 7</b> Region 7 - Kilgore <input checked="" type="checkbox"/> Region 7 (7)
<b>83</b>	<b>Region 8</b> Region 8 - Mount Pleasant <input checked="" type="checkbox"/> Region 8 (8)
<b>84</b>	<b>Region 9</b> Region 9 - Wichita Falls <input checked="" type="checkbox"/> Region 9 (9)
<b>85</b>	<b>Region 10</b> Region 10 - Richardson <input checked="" type="checkbox"/> Region 10 (10)
<b>86</b>	<b>Region 11</b> Region 11 - Fort Worth <input checked="" type="checkbox"/> Region 11 (11)
<b>87</b>	<b>Region 12</b> Region 12 - Waco <input checked="" type="checkbox"/> Region 12 (12)
<b>88</b>	<b>Region 13</b> Region 13 - Austin <input checked="" type="checkbox"/> Region 13 (13)
<b>89</b>	<b>Region 14</b> Region 14 - Abilene <input checked="" type="checkbox"/> Region 14 (14)
<b>90</b>	<b>Region 15</b> Region 15 - San Angelo <input checked="" type="checkbox"/> Region 15 (15)
<b>91</b>	<b>Region 16</b> Region 16 - Amarillo <input checked="" type="checkbox"/> Region 16 (16)
<b>92</b>	<b>Region 17</b> Region 17 - Lubbock <input checked="" type="checkbox"/> Region 17 (17)

9 3	<b>Region 18</b> Region 18 - Midland <input checked="" type="checkbox"/> Region 18 (18)
9 4	<b>Region 19</b> Region 19 - El Paso <input checked="" type="checkbox"/> Region 19 (19)
9 5	<b>Region 20</b> Region 20 - San Antonio <input checked="" type="checkbox"/> Region 20 (20)
9 6	<b>State Service Designation</b> <b>State Service Designation - Refer to Form in Proposal Invitation.</b>  <p>As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete this form accordingly. <i>(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.) In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this form.</i></p> <p>If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. <i>By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.</i></p>
9 7	<b>Company Name</b> Company Name <div style="border: 1px solid black; padding: 2px; width: 100%;">UniFirst Corporation</div>
9 8	<b>State Service Designation</b> <b>Select only one of the following options. If you select "I will NOT serve all States", you must then check the individual States you wish to serve.</b>  <div style="border: 1px solid black; padding: 2px; width: 100%;">I will not serve all states in the United States</div>
9 9	<b>Alabama</b> Alabama <input type="checkbox"/> Alabama (AL)
1 0 0	<b>Alaska</b> Alaska <input type="checkbox"/> Alaska (AK)
1 0 1	<b>Arizona</b> Arizona <input type="checkbox"/> Arizona (AZ)

1 0 2	<b>Arkansas</b> Arkansas <input type="checkbox"/> <i>Arkansas (AR)</i>
1 0 3	<b>California</b> California (Public Contract Code 20118 & 20652) <input type="checkbox"/> <i>California (CA)</i>
1 0 4	<b>Colorado</b> Colorado <input type="checkbox"/> <i>Colorado (CO)</i>
1 0 5	<b>Connecticut</b> Connecticut <input type="checkbox"/> <i>Connecticut (CT)</i>
1 0 6	<b>Delaware</b> Delaware <input type="checkbox"/> <i>Delaware (DE)</i>
1 0 7	<b>District of Columbia</b> District of Columbia <input type="checkbox"/> <i>District of Columbia (DC)</i>
1 0 8	<b>Florida</b> Florida <input type="checkbox"/> <i>Florida (FL)</i>
1 0 9	<b>Georgia</b> Georgia <input type="checkbox"/> <i>Georgia (GA)</i>
1 1 0	<b>Hawaii</b> Hawaii <input type="checkbox"/> <i>Hawaii (HI)</i>
1 1 1	<b>Idaho</b> Idaho <input type="checkbox"/> <i>Idaho (ID)</i>
1 1 2	<b>Illinois</b> Illinois <input type="checkbox"/> <i>Illinois (IL)</i>
1 1 3	<b>Indiana</b> Indiana <input type="checkbox"/> <i>Indiana (IN)</i>

1 1 4	<b>Iowa</b> Iowa <input type="checkbox"/> <i>Iowa (IA)</i>
1 1 5	<b>Kansas</b> Kansas <input type="checkbox"/> <i>Kansas (KS)</i>
1 1 6	<b>Kentucky</b> Kentucky <input type="checkbox"/> <i>Kentucky (KY)</i>
1 1 7	<b>Louisiana</b> Louisiana <input type="checkbox"/> <i>Louisiana (LA)</i>
1 1 8	<b>Maine</b> Maine <input type="checkbox"/> <i>Maine (ME)</i>
1 1 9	<b>Maryland</b> Maryland <input type="checkbox"/> <i>Maryland (ME)</i>
1 2 0	<b>Massachusetts</b> Massachusetts <input type="checkbox"/> <i>Massachusetts (MA)</i>
1 2 1	<b>Michigan</b> Michigan <input type="checkbox"/> <i>Michigan (MI)</i>
1 2 2	<b>Minnesota</b> Minnesota <input type="checkbox"/> <i>Minnesota (MN)</i>
1 2 3	<b>Mississippi</b> Mississippi <input type="checkbox"/> <i>Mississippi (MS)</i>
1 2 4	<b>Missouri</b> Missouri <input type="checkbox"/> <i>Missouri (MO)</i>
1 2 5	<b>Montana</b> Montana <input type="checkbox"/> <i>Montana (MT)</i>

1 2 6	<b>Nebraska</b> Nebraska <input type="checkbox"/> <i>Nebraska (NE)</i>
1 2 7	<b>Nevada</b> Nevada <input type="checkbox"/> <i>Nevada (NV)</i>
1 2 8	<b>New Hampshire</b> New Hampshire <input type="checkbox"/> <i>New Hampshire (NH)</i>
1 2 9	<b>New Jersey</b> New Jersey <input type="checkbox"/> <i>New Jersey (NJ)</i>
1 3 0	<b>New Mexico</b> New Mexico <input checked="" type="checkbox"/> <i>New Mexico (NM)</i>
1 3 1	<b>New York</b> New York <input type="checkbox"/> <i>New York (NY)</i>
1 3 2	<b>North Carolina</b> North Carolina <input type="checkbox"/> <i>North Carolina (NC)</i>
1 3 3	<b>North Dakota</b> North Dakota <input type="checkbox"/> <i>North Dakota (ND)</i>
1 3 4	<b>Ohio</b> Ohio <input type="checkbox"/> <i>Ohio (OH)</i>
1 3 5	<b>Oklahoma</b> Oklahoma <input type="checkbox"/> <i>Oklahoma (OK)</i>
1 3 6	<b>Oregon</b> Oregon <input type="checkbox"/> <i>Oregon (OR)</i>
1 3 7	<b>Pennsylvania</b> Pennsylvania <input type="checkbox"/> <i>Pennsylvania (PA)</i>

1 3 8	<b>Rhode Island</b> Rhode Island <input type="checkbox"/> <i>Rhode Island (RI)</i>
1 3 9	<b>South Carolina</b> South Carolina <input type="checkbox"/> <i>South Carolina (SC)</i>
1 4 0	<b>South Dakota</b> South Dakota <input type="checkbox"/> <i>South Dakota (SD)</i>
1 4 1	<b>Tennessee</b> Tennessee <input type="checkbox"/> <i>Tennessee (TN)</i>
1 4 2	<b>Texas</b> Texas <input type="checkbox"/> <i>Texas (TX)</i>
1 4 3	<b>Utah</b> Utah <input type="checkbox"/> <i>Utah (UT)</i>
1 4 4	<b>Vermont</b> Vermont <input type="checkbox"/> <i>Vermont (VT)</i>
1 4 5	<b>Virginia</b> Virginia <input type="checkbox"/> <i>Virginia (VA)</i>
1 4 6	<b>Washington</b> Washington <input type="checkbox"/> <i>Washington (WA)</i>
1 4 7	<b>West Virginia</b> West Virginia <input type="checkbox"/> <i>West Virginia (WV)</i>
1 4 8	<b>Wisconsin</b> Wisconsin <input type="checkbox"/> <i>Wisconsin (WI)</i>
1 4 9	<b>Wyoming</b> Wyoming <input type="checkbox"/> <i>Wyoming (WY)</i>

**Bid Lines**

**1 Section I: UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS** - Discount (%) off catalog/pricelist for **Purchase of Band Uniforms, Related Supplies and Accessories**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

#### Item Attributes

##### 1. State Name of Catalog/Pricelist Proposed with Discount Percentage

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

**2 Section I: UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS** - Discount (%) off catalog/pricelist for **Purchase of Flag Corps Uniforms, Related Supplies and Accessories**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

#### Item Attributes

##### 1. State Name of Catalog/Pricelist Proposed with Discount Percentage

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

3

**Section I: UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS** - Discount (%) off catalog/pricelist for **Purchase of Formal Wear for Bands and Orchestra, Related Supplies and Accessories** (dresses, tuxedos, jackets, pants). **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

#### Item Attributes

##### 1. State Name of Catalog/Pricelist Proposed with Discount Percentage

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

4

**Section I: UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS** - Discount (%) off catalog/pricelist for **Purchase of Show Choir Wear, Related Supplies and Accessories**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

#### Item Attributes

##### 1. State Name of Catalog/Pricelist Proposed with Discount Percentage

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response



**5 Section I: UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS** - Discount (%) off catalog/pricelist for **Purchase of Cheerleading Uniforms, Related Supplies and Accessories**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

#### Item Attributes

##### 1. State Name of Catalog/Pricelist Proposed with Discount Percentage

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

**6 Section I: UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS** - Discount (%) off catalog/pricelist for **Purchase of Drill Team Uniforms, Related Supplies and Accessories**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

#### Item Attributes

##### 1. State Name of Catalog/Pricelist Proposed with Discount Percentage

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

**7 Section I: UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS** - Discount (%) off catalog/pricelist for **Purchase of Dancewear, Related Supplies and Accessories.** **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**Item Attributes**

**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

**8 Section I: UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS** - Discount (%) off catalog/pricelist for **Purchase of All Other Performance Related Uniforms, Related Supplies and Accessories not listed above.** **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**Item Attributes**

**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

9

**Section II: UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS** - Discount (%) off catalog/pricelist for **Purchase of Public Safety (police, fire, EMS, security, etc.) Uniforms, Related Supplies and Accessories.** **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

#### Item Attributes

##### 1. State Name of Catalog/Pricelist Proposed with Discount Percentage

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

10

**Section II: UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS** - Discount (%) off catalog/pricelist for **Purchase of Custodial and Maintenance Uniforms, Related Supplies and Accessories.** **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

#### Item Attributes

##### 1. State Name of Catalog/Pricelist Proposed with Discount Percentage

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

1  
1

**Section II: UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS** - Discount (%) off catalog/pricelist for **Food Service Uniforms, Related Supplies and Accessories**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

#### Item Attributes

##### 1. State Name of Catalog/Pricelist Proposed with Discount Percentage

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

1  
2

**Section II: UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS** - Discount (%) off catalog/pricelist for **Purchase of Medical and Nursing Uniforms, Related Supplies and Accessories**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

#### Item Attributes

##### 1. State Name of Catalog/Pricelist Proposed with Discount Percentage

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

1  
3

**Section II: UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS** - Discount (%) off catalog/pricelist for **Purchase of Business Uniforms (Career Apparel), Related Supplies and Accessories.** **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

#### Item Attributes

##### 1. State Name of Catalog/Pricelist Proposed with Discount Percentage

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

1  
4

**Section II: UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS** - Discount (%) off catalog/pricelist for **Purchase of Student Uniforms, Related Supplies and Accessories.** **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

#### Item Attributes

##### 1. State Name of Catalog/Pricelist Proposed with Discount Percentage

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

1  
5

**Section II: UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS** - Discount (%) off catalog/pricelist for **ARC Rated/Flame Resistant Uniforms, Related Supplies and Accessories**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

#### Item Attributes

##### 1. State Name of Catalog/Pricelist Proposed with Discount Percentage

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

1  
6

**Section II: UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS** - Discount (%) off catalog/pricelist for **Purchase of Industrial Towels**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

#### Item Attributes

##### 1. State Name of Catalog/Pricelist Proposed with Discount Percentage

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

1  
7

**Section II: UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS** - Discount (%) off catalog/pricelist for **Purchase of All Other Work-Related Uniforms, Related Supplies and Accessories not listed above.** **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

#### Item Attributes

##### 1. State Name of Catalog/Pricelist Proposed with Discount Percentage

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

1  
8

**Section III: RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTSS** - Discount (%) off catalog/pricelist for **Rental of Public Safety (police, fire, EMS, security, etc.) Uniforms, Related Supplies and Accessories.** **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

#### Item Attributes

##### 1. State Name of Catalog/Pricelist Proposed with Discount Percentage

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Uniform Rental Catalog / 40%

1  
9**Section III:RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTSS**

- Discount (%) off catalog/pricelist for **Rental of Custodial and Maintenance Uniforms, Related Supplies and Accessories**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**Item Attributes****1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

2  
0**Section III:RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTSS**

- Discount (%) off catalog/pricelist for **Rental of Food Service Uniforms, Related Supplies and Accessories**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**Item Attributes****1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".



2  
1**Section III:RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTSS**

- Discount (%) off catalog/pricelist for **Rental of Medical and Nursing Uniforms, Related Supplies and Accessories**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**Item Attributes****1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

2  
2**Section III:RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTSS**

- Discount (%) off catalog/pricelist for **Rental of Business Uniforms (Career Apparel), Related Supplies and Accessories**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**Item Attributes****1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

2  
3**Section III:RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTSS**

- Discount (%) off catalog/pricelist for **Rental of All Other Work-Related Uniforms, Related Supplies and Accessories** not listed above. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**Item Attributes****1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

2  
4**Section III:RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTSS**

- Discount (%) off catalog/pricelist for **Rental of Industrial Towels.** **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**Item Attributes****1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

2  
5**Section III:RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTSS**

- Discount (%) off catalog/pricelist for **Rental of Industrial Mats**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**Item Attributes****1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

2  
6**Section III:RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTSS**

- Discount (%) off catalog/pricelist for **Rental of Industrial Mop Service**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**Item Attributes****1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

27

**Section III:RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTSS**

- Discount (%) off catalog/pricelist for **Rental of ARC Rated/Flame Resistant Uniforms, Related Supplies and Accessories**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**Item Attributes****1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

28

**Section III:RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTSS**

- Discount (%) off catalog/pricelist for **of All Other Industrial Uniform, Related Products, Supplies and Accessories** not listed above. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**Item Attributes****1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

**Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL**

**UNIFORMS - Evaluation Item No. 1** -Uniform Clothing Rental: Executive Shirt; long sleeve; 100% cotton; BuyBoard weekly rental unit price.

Unit Price:  Total: 

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BECOMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILLNOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

**Item Attributes****1. UNIFORM RENTAL (Catalog Name as stated in proposal)****2. Catalog Page No. of RENTAL Clothing Item****3. Catalog Price of RENTAL Clothing Item****4. UNIFORM RENTAL (Discount % Stated in Proposal)****5. No. of RENTAL Units Billed (11 Sets Program)**☒ Yes (Yes)☐ No (No)**6. If checked "No" above, enter number of sets in proposed weekly rental program****7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)**

**Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL**

**UNIFORMS - Evaluation Item No. 2** -Industrial Work Shirt; long sleeve, synthetic blend; BuyBoard weekly rental unit price.

Unit Price:  Total:

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BECOMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILLNOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

**Item Attributes****1. UNIFORM RENTAL (Catalog Name as stated in proposal)**

**2. Catalog Page No. of RENTAL Clothing Item**

**3. Catalog Price of RENTAL Clothing Item**

**4. UNIFORM RENTAL (Discount % Stated in Proposal)**

**5. No. of RENTAL Units Billed (11 Sets Program)**
☒ Yes (Yes)

☐ No (No)
**6. If checked "No" above, enter number of sets in proposed weekly rental program**

**7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)**

**Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL**

**UNIFORMS - Evaluation Item No. 3** -Industrial Work Shirt; stripe, long sleeve, synthetic blend; BuyBoard weekly rental unit price.

Unit Price:  Total: 

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BECOMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILLNOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

**Item Attributes****1. UNIFORM RENTAL (Catalog Name as stated in proposal)****2. Catalog Page No. of RENTAL Clothing Item****3. Catalog Price of RENTAL Clothing Item****4. UNIFORM RENTAL (Discount % Stated in Proposal)****5. No. of RENTAL Units Billed (11 Sets Program)**☒ Yes (Yes)☐ No (No)**6. If checked "No" above, enter number of sets in proposed weekly rental program****7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)**

3  
2**Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL**

**UNIFORMS - Evaluation Item No. 4** -Button Down Shirt; long sleeve; 100% cotton; BuyBoard weekly rental unit price.

Unit Price:  Total: 

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BECOMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILLNOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

**Item Attributes****1. UNIFORM RENTAL (Catalog Name as stated in proposal)****2. Catalog Page No. of RENTAL Clothing Item****3. Catalog Price of RENTAL Clothing Item****4. UNIFORM RENTAL (Discount % Stated in Proposal)****5. No. of RENTAL Units Billed (11 Sets Program)**☒ Yes (Yes)☐ No (No)**6. If checked "No" above, enter number of sets in proposed weekly rental program****7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)**



**Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL****UNIFORMS - Evaluation Item No. 5 -Industrial Pants; synthetic blend; BuyBoard weekly rental unit price.**Unit Price:  Total: 

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded. THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT.** Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, laundry, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

**Item Attributes****1. UNIFORM RENTAL (Catalog Name as stated in proposal)****2. Catalog Page No. of RENTAL Clothing Item****3. Catalog Price of RENTAL Clothing Item****4. UNIFORM RENTAL (Discount % Stated in Proposal)****5. No. of RENTAL Units Billed (11 Sets Program)**☒ Yes (Yes)☐ No (No)**6. If checked "No" above, enter number of sets in proposed weekly rental program****7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)**

**Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL****UNIFORMS - Evaluation Item No. 6 -Executive Slacks; Cotton; BuyBoard weekly rental unit price.**Unit Price:  Total: 

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded. THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT.** Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, laundry, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

**Item Attributes****1. UNIFORM RENTAL (Catalog Name as stated in proposal)****2. Catalog Page No. of RENTAL Clothing Item****3. Catalog Price of RENTAL Clothing Item****4. UNIFORM RENTAL (Discount % Stated in Proposal)****5. No. of RENTAL Units Billed (11 Sets Program)**☒ Yes (Yes)☐ No (No)**6. If checked "No" above, enter number of sets in proposed weekly rental program****7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)**

**Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL****UNIFORMS - Evaluation Item No. 7 -Blue Denim Jeans; Cotton; BuyBoard weekly rental unit price.**Unit Price:  Total: 

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded. THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT.** Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, laundry, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

**Item Attributes****1. UNIFORM RENTAL (Catalog Name as stated in proposal)****2. Catalog Page No. of RENTAL Clothing Item****3. Catalog Price of RENTAL Clothing Item****4. UNIFORM RENTAL (Discount % Stated in Proposal)****5. No. of RENTAL Units Billed (11 Sets Program)**☒ Yes (Yes)☐ No (No)**6. If checked "No" above, enter number of sets in proposed weekly rental program****7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)**

**Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL****UNIFORMS - Evaluation Item No. 8 - 4X6 Floor Mat; per item; BuyBoard weekly rental unit price.**Unit Price:  Total: 

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded. THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT.** Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, laundry, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

**Item Attributes****1. UNIFORM RENTAL (Catalog Name as stated in proposal)****2. Catalog Page No. of RENTAL Clothing Item****3. Catalog Price of RENTAL Clothing Item****4. UNIFORM RENTAL (Discount % Stated in Proposal)****5. No. of RENTAL Units Billed (11 Sets Program)**☐ Yes (Yes)☒ No (No)**6. If checked "No" above, enter number of sets in proposed weekly rental program****7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)**

**Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL****UNIFORMS - Evaluation Item No. 9 - Dry Mop; Treated; 36 inches, per item; BuyBoard weekly rental unit price.**Unit Price:  Total: 

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded. THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT.** Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, laundry, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

**Item Attributes****1. UNIFORM RENTAL (Catalog Name as stated in proposal)****2. Catalog Page No. of RENTAL Clothing Item****3. Catalog Price of RENTAL Clothing Item****4. UNIFORM RENTAL (Discount % Stated in Proposal)****5. No. of RENTAL Units Billed (11 Sets Program)**☐ Yes (Yes)☒ No (No)**6. If checked "No" above, enter number of sets in proposed weekly rental program****7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)**

**Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL****UNIFORMS - Evaluation Item No. 10 - Name Tags; per item; BuyBoard weekly rental unit price.**Unit Price:  Total: 

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded. THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT.** Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, laundry, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

**Item Attributes****1. UNIFORM RENTAL (Catalog Name as stated in proposal)****2. Catalog Page No. of RENTAL Clothing Item****3. Catalog Price of RENTAL Clothing Item****4. UNIFORM RENTAL (Discount % Stated in Proposal)****5. No. of RENTAL Units Billed (11 Sets Program)**☐ Yes (Yes)☒ No (No)**6. If checked "No" above, enter number of sets in proposed weekly rental program****7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)**

**Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL****UNIFORMS - Evaluation Item No. 11 - Prep Charges; per item; BuyBoard weekly rental unit price.**Unit Price:  Total: 

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded. THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT.** Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, laundry, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

**Item Attributes****1. UNIFORM RENTAL (Catalog Name as stated in proposal)****2. Catalog Page No. of RENTAL Clothing Item****3. Catalog Price of RENTAL Clothing Item****4. UNIFORM RENTAL (Discount % Stated in Proposal)****5. No. of RENTAL Units Billed (11 Sets Program)**☐ Yes (Yes)☒ No (No)**6. If checked "No" above, enter number of sets in proposed weekly rental program****7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)**

**Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL**

**UNIFORMS - Evaluation Item No. 12 - Emblem; per item (print or embroidery); BuyBoard weekly rental unit price**

Unit Price:  Total:

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded. THE FOLLOWING EVALUATION ITEMS MUST BECOMPLETED FOR EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT.** Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILLNOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

**Item Attributes****1. UNIFORM RENTAL (Catalog Name as stated in proposal)**

**2. Catalog Page No. of RENTAL Clothing Item**

**3. Catalog Price of RENTAL Clothing Item**

**4. UNIFORM RENTAL (Discount % Stated in Proposal)**

**5. No. of RENTAL Units Billed (11 Sets Program)**
☐ Yes (Yes)

☒ No (No)
**6. If checked "No" above, enter number of sets in proposed weekly rental program**

**7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)**



**Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL**

**UNIFORMS - Evaluation Item No. 13** - Emblem 2; per item (print or embroidery); BuyBoard weekly rental unit price.

Unit Price:  Total: 

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BECOMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILLNOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

**Item Attributes****1. UNIFORM RENTAL (Catalog Name as stated in proposal)****2. Catalog Page No. of RENTAL Clothing Item****3. Catalog Price of RENTAL Clothing Item****4. UNIFORM RENTAL (Discount % Stated in Proposal)****5. No. of RENTAL Units Billed (11 Sets Program)**☐ Yes (Yes)☒ No (No)**6. If checked "No" above, enter number of sets in proposed weekly rental program****7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)**

**Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL****UNIFORMS - Evaluation Item No. 14 - Environmental Fee.**Unit Price:  Total: 

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, laundry, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

**Item Attributes****1. UNIFORM RENTAL (Catalog Name as stated in proposal)****2. Catalog Page No. of RENTAL Clothing Item****3. Catalog Price of RENTAL Clothing Item****4. UNIFORM RENTAL (Discount % Stated in Proposal)****5. No. of RENTAL Units Billed (11 Sets Program)**☐ Yes (Yes)☒ No (No)**6. If checked "No" above, enter number of sets in proposed weekly rental program****7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)**

**Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL  
UNIFORMS - Evaluation Item No. 15 - Energy Surcharge.****No Bid**

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BECOMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILLNOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

**Item Attributes****1. UNIFORM RENTAL (Catalog Name as stated in proposal)***No response***2. Catalog Page No. of RENTAL Clothing Item***No response***3. Catalog Price of RENTAL Clothing Item***No response***4. UNIFORM RENTAL (Discount % Stated in Proposal)***No response***5. No. of RENTAL Units Billed (11 Sets Program)**☐ Yes (Yes)☐ No (No)**6. If checked "No" above, enter number of sets in proposed weekly rental program***No response***7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)***No response*

**Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 16 - Initial Set Up Charges.**

**No Bid**

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BECOMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILLNOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

**Item Attributes**

**1. UNIFORM RENTAL (Catalog Name as stated in proposal)**

No response

**2. Catalog Page No. of RENTAL Clothing Item**

No response

**3. Catalog Price of RENTAL Clothing Item**

No response

**4. UNIFORM RENTAL (Discount % Stated in Proposal)**

No response

**5. No. of RENTAL Units Billed (11 Sets Program)**

☐ Yes (Yes)

☐ No (No)

**6. If checked "No" above, enter number of sets in proposed weekly rental program**

No response

**7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)**

No response

**Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL  
UNIFORMS - Evaluation Item No. 17 - Swing Suit Charges.****No Bid**

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BECOMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILLNOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

**Item Attributes****1. UNIFORM RENTAL (Catalog Name as stated in proposal)***No response***2. Catalog Page No. of RENTAL Clothing Item***No response***3. Catalog Price of RENTAL Clothing Item***No response***4. UNIFORM RENTAL (Discount % Stated in Proposal)***No response***5. No. of RENTAL Units Billed (11 Sets Program)**☐ Yes (Yes)☐ No (No)**6. If checked "No" above, enter number of sets in proposed weekly rental program***No response***7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)***No response*

**Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL****UNIFORMS - Evaluation Item No. 18 - Minimum Stop Size Fee.**Unit Price:  Total: 

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, laundry, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

**Item Attributes****1. UNIFORM RENTAL (Catalog Name as stated in proposal)****2. Catalog Page No. of RENTAL Clothing Item****3. Catalog Price of RENTAL Clothing Item****4. UNIFORM RENTAL (Discount % Stated in Proposal)****5. No. of RENTAL Units Billed (11 Sets Program)**☐ Yes (Yes)☒ No (No)**6. If checked "No" above, enter number of sets in proposed weekly rental program****7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)**

**Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL  
UNIFORMS - Evaluation Item No. 19 - Image Guard Fee.****No Bid**

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BECOMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILLNOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

**Item Attributes****1. UNIFORM RENTAL (Catalog Name as stated in proposal)***No response***2. Catalog Page No. of RENTAL Clothing Item***No response***3. Catalog Price of RENTAL Clothing Item***No response***4. UNIFORM RENTAL (Discount % Stated in Proposal)***No response***5. No. of RENTAL Units Billed (11 Sets Program)**☐ Yes (Yes)☐ No (No)**6. If checked "No" above, enter number of sets in proposed weekly rental program***No response***7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)***No response*

**Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL  
UNIFORMS - Evaluation Item No. 20 - Deposit Charge.****No Bid**

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BECOMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILLNOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

**Item Attributes****1. UNIFORM RENTAL (Catalog Name as stated in proposal)***No response***2. Catalog Page No. of RENTAL Clothing Item***No response***3. Catalog Price of RENTAL Clothing Item***No response***4. UNIFORM RENTAL (Discount % Stated in Proposal)***No response***5. No. of RENTAL Units Billed (11 Sets Program)**☐ Yes (Yes)☐ No (No)**6. If checked "No" above, enter number of sets in proposed weekly rental program***No response***7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)***No response***Response Total: \$45.06**



**CITY OF BAYTOWN, TEXAS**  
**INDEBTEDNESS CERTIFICATION**

**Project Name:** Consider an ordinance for the award of the Annual Uniform and Floor

**Company Name:** UniFirst Holdings, LLC

**Department:** Finance

**Date:** 07/14/2022

**Council Date:** 07/28/2022

A review of the above-described company was made in accordance with 2-663 of the City of Baytown Code of Ordinances and the aforementioned company was found:

☐ to be indebted to the City in the following areas:

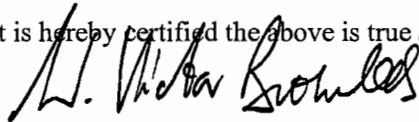
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☒ not to be indebted to the City.

It is hereby certified the above is true and correct based on the best information available.



07/14/2022

Director of Finance

Date

For information regarding this certificate, please contact the Finance Director at 281-420-6531.

If an appeal to this determination is to be filed under section 2-664 of this code, please forward to the following address:

City of Baytown  
Director of Finance  
P O Box 424  
Baytown, TX 77522-0424



## CITY COUNCIL MEETING

10. j.

**Meeting Date:** 07/28/2022

**Subject:** Landscaping improvements for the San Jacinto Roundabout and portions of Hunt Road

**Prepared for:** Clifford Hatch, Parks and Recreation

**Prepared by:** Clifford Hatch, Parks and Recreation

**Department:** Parks and Recreation

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### **Information**

#### **ITEM**

Consider an ordinance authorizing the purchase, installation, maintenance, and repair of landscaping improvements for the San Jacinto Roundabout and portions of Hunt Road to be installed by Yellowstone Landscape-Central, Inc., through the through Texas Local Government Purchasing Cooperative (Choice Partners COOP).

#### **PREFACE**

This ordinance authorizes the purchase and installation of landscaping and irrigation repairs from Yellowstone Landscape-Central, Inc., through the Texas Local Government Purchasing Cooperative (Choice Partners COOP) in the amount of \$194,397.95.

Funding for the improvements are provided by the previously approved San Jacinto Medians/Winter Freeze Plant Replacement. The purchasing contract includes the purchase and installation of planting as well as associated irrigation repairs. This contract aims to replant the roundabout and median area with plants that are more adaptable to changing climate conditions while still restoring the beauty prior to the 2021 freeze.

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### **Fiscal Impact**

**Fiscal Year:** 2022  
**Acct Code:** 50210-72046  
**Source of Funds (Operating/Capital/Bonds):** Operating  
**Funds Budgeted Y/N:** y  
**Amount Needed:** 194,397.95  
**Fiscal Impact (Additional Information):**

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### **Attachments**

Ordinance - Landscaping improvements  
Indebtedness Certification

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AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE PAYMENT OF ONE HUNDRED NINETY-FOUR THOUSAND THREE HUNDRED NINETY-SEVEN AND 95/100 DOLLARS (\$194,397.95) TO YELLOWSTONE LANDSCAPE - CENTRAL, INC., FOR THE PURCHASE, INSTALLATION, MAINTENANCE, AND REPAIR OF LANDSCAPING IMPROVEMENTS FOR THE SAN JACINTO ROUNDABOUT AND PORTIONS OF HUNT ROAD, THROUGH CHOICE PARTNERS COOPERATIVE; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

\*\*\*\*\*

WHEREAS, the City of Baytown is a member of cooperative purchasing programs established under Sections 271.082 and 271.083 of the Texas Local Government Code; and

WHEREAS, the Choice Partners Cooperative is such a program, allowing municipalities to purchase products and/or services in an efficient, cost effective, and competitive procurement method; and

WHEREAS, the City of Baytown, in making a purchase under a state contract through such cooperative purchasing program, satisfies state law requiring municipalities to seek competitive bids for the purchase of the item; NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of the City of Baytown hereby authorizes the payment of ONE HUNDRED NINETY-FOUR THOUSAND THREE HUNDRED NINETY-SEVEN AND 95/100 DOLLARS (\$194,397.95) to Yellowstone Landscape-Central, Inc., for the purchase, installation, maintenance, and repair of landscaping improvements for the San Jacinto Roundabout and portions of Hunt Road, through Choice Partners Cooperative.

Section 2: That the City Manager is hereby granted general authority to approve any change order involving a decrease or an increase in costs of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) or less, provided that the original contract price may not be increased by more than twenty-five percent (25%) or decreased by more than twenty-five percent (25%) without the consent of the contractor to such decrease.

Section 3: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 28<sup>th</sup> day of July, 2022.

\_\_\_\_\_  
BRANDON CAPETILLO, Mayor

ATTEST:

\_\_\_\_\_  
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
SCOTT LEMOND, City Attorney

**CITY OF BAYTOWN, TEXAS**  
**INDEBTEDNESS CERTIFICATION**

**Project Name:** Landscaping improvements for the San Jacinto Roundabout and porti

**Company Name:** Yellowstone Landscape

**Department:** Parks & Recreation

**Date:** 07/18/2022

**Council Date:** 07/28/2022

A review of the above-described company was made in accordance with 2-663 of the City of Baytown Code of Ordinances and the aforementioned company was found:

☐ to be indebted to the City in the following areas:

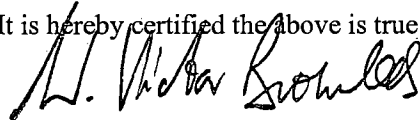
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☒ not to be indebted to the City.

It is hereby certified the above is true and correct based on the best information available.



07/18/2022

Director of Finance

Date

For information regarding this certificate, please contact the Finance Director at 281-420-6531.

If an appeal to this determination is to be filed under section 2-664 of this code, please forward to the following address:

City of Baytown  
Director of Finance  
P O Box 424  
Baytown, TX 77522-0424



## CITY COUNCIL MEETING

10. k.

**Meeting Date:** 07/28/2022

**Subject:** First Amendment to the Professional Services Agreement with TX BBG Consulting Inc., for Plan Review Services

**Prepared for:** Martin Scribner, Planning and Development Services

**Prepared by:** Karen Anderson, Legal

**Department:** Planning and Development Services

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### **Information**

#### **ITEM**

Consider an ordinance authorizing the First Amendment to the Professional Services Agreement with TX BBG Consulting Inc. for plan review services to ensure compliance with the City's Unified Land Development Code ("ULDC").

#### **PREFACE**

This proposed ordinance authorizes the First Amendment to the Professional Services Agreement with TX BBG Consulting Inc. (the "Consultant") for plan review services to ensure compliance with the City's ULDC.

The City and the Consultant entered into the Agreement for plan review services for compliance with the City's ULDC in an amount not to exceed \$50,000.00. However, because of the quantity of requests for inspection and building permits, additional plan review services are necessary. The Consultant is willing to perform plan review services in order to more efficiently process building permits under the same terms and conditions as the original agreement. As such, this ordinance authorizes the expenditure of up to an additional \$50,000.00 so that the total contract is for an amount not to exceed \$100,000.00.

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### **Fiscal Impact**

**Fiscal Year:** 2022  
**Acct Code:** 10810-74021  
**Source of Funds (Operating/Capital/Bonds):** Operating  
**Funds Budgeted Y/N:**  
**Amount Needed:** 50,000  
**Fiscal Impact (Additional Information):**

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### **Attachments**

Ordinance - First Amended Professional Services Agreement  
Exhibit A - First Amended Professional Services Agreement  
Indebtedness Certification

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AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH TX BBG CONSULTING INC., FOR PLAN REVIEW SERVICES TO ENSURE COMPLIANCE WITH THE CITY'S UNIFIED LAND DEVELOPMENT CODE ("ULDC"); AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN AN AMOUNT NOT TO EXCEED ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00); AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

\*\*\*\*\*

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of the City of Baytown, Texas, hereby authorizes and directs the City Manager to execute and the City Clerk to attest to the First Amendment to the Professional Services Agreement with TX BBG Consulting Inc., for plan review services to ensure compliance with the City's ULDC. A copy of the amendment is attached hereto, marked Exhibit "A," and made a part hereof for all intents and purposes.

Section 2: That the City Council of the City of Baytown authorizes payment to TX BBG Consulting Inc., in an amount not to exceed ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) for plan review services to ensure compliance with the City's ULDC in accordance with the amendment authorized in Section 1 hereinabove.

Section 3: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 28<sup>th</sup> day of July, 2022.

\_\_\_\_\_  
BRANDON CAPETILLO, Mayor

ATTEST:

\_\_\_\_\_  
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
SCOTT LEMOND, City Attorney

# EXHIBIT "A"

## FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS           §  
                                      §           KNOWN BY THESE PRESENTS:  
COUNTY OF HARRIS    §

This First Amendment ("First Amendment") to the Professional Services Agreement (the "Agreement") between the City of Baytown (the "City") and TX BBG Consulting Inc., a Texas corporation (the "Consultant") dated October 21, 2021, is made by and between the same parties on the date hereinafter last specified for plan review services for compliance with the City's Unified Land Development Code.

### WITNESSETH:

WHEREAS, the City and the Consultant entered into the agreement for plan review services for compliance with the City's Unified Land Development Code in an amount not to exceed FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00); and

WHEREAS, because of the quantity of requests for inspection and building permits, the City desires Consultant to perform more plan review services for compliance with the City's Unified Land Development Code; and

WHEREAS, the Consultant is willing to perform such services under the same terms and conditions as stated in the Agreement;

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the parties hereto do hereby mutually agree as follows:

Amendment. Article VI "Compensation to Consultant," Section 6.1 of the Agreement is hereby amended to read as follows:

### **ARTICLE VI.** **Compensation to Consultant**

- 6.1 The City shall compensate the Consultant for the professional services performed under this Agreement based upon written work orders authorized by the Chief Building Official at the following rates:

BBG Fees	
Services	Fees
Commercial Plan Review Services (valuation > \$500,000)	10% of City of Baytown's Permit Fee
Residential Plan Review	\$60.00 per review



The maximum amount for which the City may be liable under this agreement shall not exceed ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00). The Consultant shall not accept any work order which it believes, coupled with previous work orders issued hereunder, may exceed such amount.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment in multiple copies, each of which shall be deemed to be an original, but all of which shall constitute but one and the same amendment, this \_\_\_\_ day of \_\_\_\_\_, 2022, the date of execution by the City Manager.

**CITY OF BAYTOWN**

\_\_\_\_\_  
RICHARD L. DAVIS, City Manager

ATTEST:

\_\_\_\_\_  
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
SCOTT LEMON, City Attorney

**TX BBG CONSULTING INC.**

  
\_\_\_\_\_  
KEVIN TAYLOR, CEO, MCP  
President

STATE OF TEXAS           §  
   §  
COUNTY OF HARRIS       §

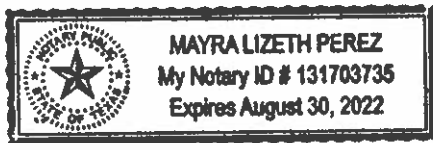
Before me, MAYRA PEREZ, the undersigned notary public, on this day personally appeared Kevin Taylor, the President of TX BBG Consulting, Inc., on behalf of such corporation,

\_\_\_\_\_ known to me;  
\_\_\_\_\_ proved to me on the oath of \_\_\_\_\_; or  
☒ proved to me through his/her current TX DL # 28063030  
{description of identification card or other document issued by the federal government or any state government that contains the photograph and signature of the acknowledging person}

(check one)

to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed that instrument for the purposes and consideration therein expressed.

Given under my hand and seal of office this 14<sup>th</sup> day of July, 2022.



[Signature]  
Notary Public in and for the State of Texas  
My commission expires: AUGUST 30, 2022

**CITY OF BAYTOWN, TEXAS**  
**INDEBTEDNESS CERTIFICATION**

**Project Name:** Plan Review Services

**Company Name:** TX BBG Consulting Inc.

**Department:** Planning & Community Dev

**Date:** 07/14/2022

**Council Date:** 07/28/2022

A review of the above-described company was made in accordance with 2-663 of the City of Baytown Code of Ordinances and the aforementioned company was found:

☐ to be indebted to the City in the following areas:

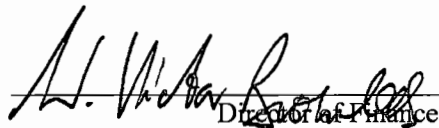
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☒ not to be indebted to the City.

It is hereby certified the above is true and correct based on the best information available.

  
Director of Finance

07/14/2022

Date

For information regarding this certificate, please contact the Finance Director at 281-420-6531.

If an appeal to this determination is to be filed under section 2-664 of this code, please forward to the following address:

City of Baytown  
Director of Finance  
P O Box 424  
Baytown, TX 77522-0424



## **CITY COUNCIL MEETING**

**10.1.**

**Meeting Date:** 07/28/2022

**Subject:** Settlement of CenterPoint's Application to Amend its Distribution Cost Recovery Factor

**Prepared for:** Scott Lemond, Legal

**Prepared by:** Karen Anderson, Legal

**Department:** Legal

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### **Information**

#### **ITEM**

Consider a resolution authorizing settlement of CenterPoint Energy Houston Electric's ("CEHE") pending application to amend its Distribution Cost Recovery Factor ("DCRF") in a manner that reduces CEHE's requested \$85.8 million increase by \$7.8 million.

#### **PREFACE**

This resolution authorizes the settlement of CEHE's pending application to amend its DCRF in a manner that reduces CEHE's requested \$85.8 million increase by approximately \$7.8 million.

CEHE previously filed an application seeking authority to increase the revenue it recovers through its DCRF tariff by a total of about \$145.7 million. Of that amount, about \$85.8 million relates to distribution facilities. The City of Baytown is a member of the Texas Coast Utilities Coalition ("TCUC"). TCUC and CEHE's lawyers have been working in earnest to resolve this matter without the need for a fully litigated proceeding. To that end, the parties have been in settlement discussions to resolve the portion of CEHE's case dealing with distribution facilities CEHE installed. TCUC's lawyers are requesting permission to enter into a settlement agreement that reduces CEHE's proposed increase in revenue related to its DCRF only.

This proposed settlement does not address the portion of CEHE's application related to revenue for Mobile Generation costs (costs for generating facilities deployed during Winter Storm Uri) in the amount of approximately \$59.9 million. The parties are currently discussing how and when to address Mobile Generation costs.

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### **Fiscal Impact**

**Fiscal Year:**

**Acct Code:**

**Source of Funds (Operating/Capital/Bonds):**

**Funds Budgeted Y/N:**

**Amount Needed:**

**Fiscal Impact (Additional Information):**

This item has no fiscal impact.

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### **Attachments**



A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS ("CITY") AUTHORIZING SETTLEMENT OF CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC'S REQUEST FOR AN AMENDMENT TO ITS DISTRIBUTION COST RECOVERY FACTOR SUBMITTED ON OR ABOUT APRIL 5, 2022; AUTHORIZING CONTINUED PARTICIPATION IN A COALITION OF SIMILARLY SITUATED CITIES AND PARTICIPATION IN RELATED RATE PROCEEDINGS; REQUIRING THE REIMBURSEMENT OF MUNICIPAL RATE CASE EXPENSES; FINDING THAT THE MEETING COMPLIES WITH THE OPEN MEETINGS ACT; MAKING OTHER FINDINGS AND PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

\*\*\*\*\*

WHEREAS, on about April 5, 2022, CenterPoint Energy Houston Electric, LLC ("CEHE") filed an application for approval to amend its Distribution Cost Recovery Factor ("DCRF") with the City that will increase CEHE's rates effective September 1, 2022; and

WHEREAS, the City is a regulatory authority under the Public Utility Regulatory Act ("PURA") and under Chapter 33, §33.001 et seq. of PURA has exclusive original jurisdiction over CEHE's rates, operations, and services within the municipality, and specifically over its requested amendment to its DCRF under Chapter 36, §36.210; and

WHEREAS, CEHE seeks to include in rates a profit related to its incremental investment in distribution assets it has made from January 1, 2019, through December 31, 2021; and

WHEREAS, the inclusion of CEHE's profit on its investment in distribution and mobile generation assets in rates, has the effect of increasing CEHE's revenue requirement by approximately \$145.7 million, comprised of approximately \$85.8 million related to CEHE's added distribution facilities and about \$59.9 million related to mobile generation facilities; and

WHEREAS, the jurisdictional deadline for the City to act in this rate matter is 60 days from the application date, or June 4, 2022; and

WHEREAS, the City timely exercised its jurisdiction over CEHE's rates and denied CEHE's proposed increase in its DCRF rates; and

WHEREAS, CEHE timely appealed the City's action denying CEHE's proposed increase in rates, thus establishing jurisdiction in the Public Utility Commission of Texas ("PUCT") for a final decision on CEHE's application to increase rates; and

WHEREAS, the City, through its participation in the Texas Coast Utilities Coalition of Cities ("TCUC"), intervened in the proceedings before the PUCT; and

WHEREAS, after evaluation of CEHE's application, the parties in the PUCT proceeding reached a proposed settlement of CEHE's request with regard to recovery of its incremental investment in distribution facilities; and

WHEREAS, the proposed settlement is limited to recovery of CEHE's investment in additional distribution facilities and its proposed increase of about \$85.8 million, with the issues related to CEHE's investment in mobile generation to be addressed separately in related proceedings before the PUCT; and

WHEREAS, under the settlement, CEHE's proposed increase related to its distribution facilities is reduced by \$7.8 million; and

WHEREAS, the City's Special Counsel and consultants in the proceedings before the PUCT recommend that the City accept the settlement reached by the parties in the proceeding before the PUCT; and

WHEREAS, to avoid the uncertainty, time and expense of further litigation of this proceeding a settlement is in the better interest of the City and its citizens; and

WHEREAS, the City, in matters regarding applications by CEHE to change rates, has in the past joined with other local regulatory authorities in the Texas Coast Utilities Coalition of Cities ("TCUC") and hereby continues its participation in TCUC and in related proceedings before the PUCT, and in particular with regard to CEHE's request to recover revenue related to its mobile generation facilities; NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1. The findings set out in the preamble are in all things approved and incorporated herein as if fully set forth.

Section 2. The City authorizes a settlement of CenterPoint Energy Houston Electric's ("CEHE") pending application to amend its Distribution Cost Recovery Factor ("DCRF") in a manner that reduces CEHE's requested \$85.8 million increase by \$7.8 million.

Section 3. The City authorizes continued participation in proceedings related to CEHE's application for approval of its DCRF before the Public Utility Commission of Texas and related proceedings in courts of law, if any, as part of the coalition of cities known as the Texas Coast Utilities Coalition of Cities ("TCUC").

Section 4. The City hereby orders CEHE to reimburse the City's rate case expenses as provided in the Public Utility Regulatory Act and that CEHE shall do so on a monthly basis and within 30 days after submission of the City's invoices for the City's reasonable costs associated with the City's activities related to this rate review or to related proceedings involving CEHE before the City, the Public Utility Commission of Texas, or any court of law.

Section 5. A copy of this resolution shall be sent to CenterPoint Energy Houston Electric, LLC, care of Ms. Denise Gaw, 1111 Louisiana Street, Houston, Texas 77002; and to TCUC's Special Counsel, Mr. Alfred R. Herrera, Herrera Law & Associates, PLLC, 4400 Medical Parkway, Austin, Texas 78756.

Section 6. The meeting at which this resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 7. This resolution supersedes any prior inconsistent or conflicting resolution or ordinance.

Section 8. This resolution shall take effect immediately from and after its passage by the City Council of the City of Baytown, Texas.

INTRODUCED, READ, and PASSED by the affirmative vote of the City Council of the City of Baytown this the 28<sup>th</sup> day of July, 2022.

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BRANDON CAPETILLO, Mayor

ATTEST:

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ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

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SCOTT LEMON, City Attorney





## **CITY COUNCIL MEETING**

**10. m.**

**Meeting Date:** 07/28/2022

**Subject:** Consider an Ordinance Repealing and Replacing Chapter 2, Article IV, Division 12 of the Code of Ordinances, Baytown, Texas

**Prepared for:** Jamie Eustace, Library

**Prepared by:** Sabrina Martin, Library

**Department:** Library

---

### **Information**

#### **ITEM**

Consider an ordinance repealing and replacing Chapter 2 "Administration," Article IV "Boards and Commissions," Division 12 "Baytown Youth Advisory Commission" of the Code of Ordinances, Baytown, Texas.

#### **PREFACE**

The proposed ordinance amends Chapter 2 "Administration," Article IV "Boards and Commissions," Division 12 "Baytown Youth Advisory Commission" of the Code of Ordinances, Baytown, Texas. Ordinance No. 10,039 was adopted on March 24, 2005, establishing a Youth Advisory Commission.

The proposed changes will improve the program to be better aligned with the current reality of the Baytown teen community, which consist of the following:

- New name of the committee will be Youth Leadership Academy;
- Members will serve a term of one (1) Semester, approximately 5 meetings;
- Increase participation to allow up to 60 students to serve on the committee, versus only 25 students; and
- An education focused program with the opportunity to build connections with city staff and other students.

The goal will remain the same, which is to create pathways for youth to be involved in local government and grow as community leaders.

---

### **Fiscal Impact**

**Fiscal Year:** 2022

**Acct Code:** 50111-49022

**Source of Funds (Operating/Capital/Bonds):** Operating

**Funds Budgeted Y/N:** Y

**Amount Needed:** 0

**Fiscal Impact (Additional Information):**

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### **Attachments**

Ordinance - Repealing and Replacing Chapter 2, Article IV, Division 12 of the Code of Ordinances,  
Baytown, Texas  
Current Ordinance  
Revised Ordinance

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AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, REPEALING CHAPTER 2 "ADMINISTRATION," ARTICLE IV "BOARDS AND COMMISSIONS," DIVISION 12 "YOUTH ADVISORY COMMISSION" OF THE CODE OF ORDINANCES, BAYTOWN, TEXAS, IN ITS ENTIRETY, AND REPLACING THE SAME WITH A NEW CHAPTER 2 "ADMINISTRATION," ARTICLE IV "BOARDS AND COMMISSIONS," DIVISION 12 "YOUTH LEADERSHIP ACADEMY" TO CAUSE THE PROGRAM TO BE BETTER ALIGNED WITH THE CURRENT REALITY OF THE BAYTOWN TEEN COMMUNITY; CONTAINING A REPEALING CLAUSE; CONTAINING A SAVINGS CLAUSE; AND PROVIDING FOR THE PUBLICATION AND EFFECTIVE DATE THEREOF.

\*\*\*\*\*

WHEREAS, the youth of Baytown are an important and valuable part of the community ideas and perspectives that offer unique insight into the City's quality of life; and

WHEREAS, the City Council and City Administrators of the City of Baytown make decisions routinely that affect the youth of our community; and

WHEREAS, the City Council wishes to provide the youth of Baytown with an opportunity and a vehicle to provide input into the decisions and policies that are made that affect young persons; and

WHEREAS, on March 24, 2005, the City Council of the City of Baytown adopted Ordinance No. 10,039 establishing a Youth Advisory Commission for the City of Baytown; and

WHEREAS, it has been determined that the program needs to be updated to better align with the current reality of the Baytown teen community; NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of the City of Baytown, Texas, hereby repeals in its entirety Chapter 2 "Administration," Article IV "Boards and Commissions," Division 12 "Youth Advisory Commission" of the Code of Ordinances, City of Baytown, Texas adopted via Ordinance No. 10,039 on March 24, 2005.

Section 2: That the Code of Ordinances of the City of Baytown is hereby amended by adding Chapter 2 "Administration," Article IV "Boards and Commissions," Division 12 "Youth Leadership Academy" , which article shall read as follows:

## **CHAPTER 2. ADMINISTRATION**

### **ARTICLE IV. BOARDS AND COMMISSIONS**

#### **DIVISION 12. YOUTH LEADERSHIP ACADEMY**

**Sec. 2-571. Created; purpose.**

There is created a youth leadership academy that will take the place of the Baytown Youth Advisory Commission. This academy will exist to create pathways for youth to be involved in local government and community issues. The youth leadership academy is intended for educational purposes and is not intended to be a governmental body nor perform any such functions. This ordinance repeals and replaces Ordinance No. 10,039.

**Sec. 2-572. Qualifications.**

- (a) The youth leadership academy shall consist of students between the ages of 14 and 18. The youth leadership academy participants shall be selected by the coordinator and advisor.
- (b) Each member must be enrolled in a public school or a private or parochial school, including a home school, within the boundaries of the Goose Creek Consolidated Independent School District, and must maintain good standing at the school in which such member is enrolled.
- (c) The city council shall appoint two members of the city staff to serve as the coordinator and the advisor to the youth leadership academy.
- (d) The youth leadership academy shall not have board members and is not subject to the requirements of Sec. 2-256 of this Article.

**Sec. 2-574. Meetings.**

The youth leadership academy is to be held in two annual sessions in the fall and spring and will accommodate up to 30 students per session.

**Sec. 2-577. Annual report.**

An annual report shall be presented by city staff to the city council regarding the youth leadership academy interactions, activities, and progress as related to its established purpose not later than June 30th of each year.

**Sec. 2-578. Engagement objectives.**

The youth leadership academy participants shall learn about local government and further community engagement by:

- (1) Encouraging youth leadership and responsibility through volunteerism and community involvement;
- (2) Creating opportunities for public discussion of youth issues through meetings, workshops, and events;
- (3) Exploring the innerworkings of local government departments.

Section 3: All ordinances or parts of ordinances inconsistent with the terms of this ordinance are hereby repealed; provided, however, that such repeal shall be only to the extent of such inconsistency, and in all other respects, this ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this ordinance.

Section 4: If any provision, section, exception, subsection, paragraph, sentence, clause or phrase of this ordinance or the application of same to any person or set of circumstances shall for any reason be held unconstitutional, void or invalid, such invalidity shall not affect the validity of the remaining provisions of this ordinance or their application to other persons or sets of circumstances; and to this end, all provisions of this ordinance are declared to be severable.

Section 5: This ordinance shall take effect from and after ten (10) days from its passage by the City Council. The City Clerk is hereby directed to give notice hereof by causing the caption of this ordinance to be published in the official newspaper of the City of Baytown at least twice within ten (10) days after passage of this ordinance.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 28<sup>th</sup> day of July, 2022.

---

BRANDON CAPETILLO, Mayor

ATTEST:

---

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

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SCOTT LEMON, City Attorney

## DIVISION 12. - YOUTH ADVISORY COMMISSION

### Sec. 2-571. - Created; purpose.

There is created a 25-member advisory board which shall assist and advise the city council on city youth issues. The commission shall be known as the Baytown Youth Advisory Commission.

(Ord. No. 10039, § 1, 3-24-05)

### Sec. 2-572. - Appointments; qualifications.

- (a) The youth advisory commission shall consist of 25 students between the ages of 14 and 18. The youth advisory commission shall be selected by the coordinator and advisor, subject to the approval of the city council. Members shall serve a one-year term of office, which shall commence on September 1. A person, who has served as a member of the youth advisory commission for three terms may not again be eligible for appointment to the youth advisory commission. In determining the number of terms a member has served, service for a part of a term will be counted as if the member had served the entire term.
- (b) Each member must be enrolled in a public school or a private or parochial school, including a home school, within the boundaries of the Goose Creek Consolidated Independent School District, and must maintain good standing at the school in which such member is enrolled. A member who has graduated from the school in which he was enrolled at the time of his appointment may retain his office until the expiration of his term.
- (c) The city council shall appoint two members of the city staff to serve as the coordinator and the advisor to the youth advisory commission. The coordinator will serve as the staff liaison to the youth advisory commission.

(Ord. No. 10039, § 1, 3-24-05)

### Sec. 2-573. - Officers.

The youth advisory commission shall elect an executive committee, consisting of a chairperson, vice chairperson, two secretaries, a public relations representative, a treasurer, and a historian from among its membership each year at its initial meeting.

(Ord. No. 10039, § 1, 3-24-05)

### Sec. 2-574. - Meetings; quorum; voting.

- (a) The youth advisory commission is to meet at least monthly from September to May. Meetings shall be held at the place and time and date stated on the notice of meeting.
- (b) A quorum shall consist of a majority of entire membership of the youth advisory commission and any issue to be voted on shall be resolved by a majority of those present. The chairperson shall not be entitled to vote upon any question, unless the votes are evenly split. In such event, the chairperson shall cast the deciding vote; however, the chairperson shall have no veto power.
- (c) A member of the executive committee may vote by proxy. Such proxy must be in writing, signed by the member of the executive committee desiring to vote by proxy and filed with the coordinator or advisor prior to or at the time of the meeting.

(Ord. No. 10039, § 1, 3-24-05)

Sec. 2-575. - Reserved.

**Editor's note**— Ord. No. 10,829, § 7, adopted Feb. 14, 2008, repealed § 2-575, which pertained to attendance at meetings, and derived from Ord. No. 10039, § 1, adopted March 24, 2005.

Sec. 2-576. - Rules of procedure.

- (a) The youth advisory commission is hereby [authorized] to establish its own parliamentary procedure.
- (b) The youth advisory commission shall keep minutes of its proceedings that indicate the vote of each member on each question or fact that a member is absent or fails to vote.

(Ord. No. 10039, § 1, 3-24-05)

Sec. 2-577. - Annual report.

An annual report shall be presented by the chairperson of the youth advisory commission to the city council regarding the youth advisory commission's interactions, activities, and progress as related to its established purpose not later than June 30th of each year. Additional reports shall be submitted as requested by the city council.

(Ord. No. 10039, § 1, 3-24-05)

Sec. 2-578. - Powers and duties.

The youth advisory commission shall exercise the powers and duties and be required to:

- (1) Conduct surveys and determine the concerns and interest of the youth of Baytown;
- (2) Encourage youth leadership and responsibility through volunteerism and community involvement;
- (3) Create opportunities for public discussion of youth issues through meetings, workshops and conferences;
- (4) Explore and identify issues and concerns of special importance of the youth and communicate those issues to the city council;
- (5) Look for ways to promote understanding, respect and community involvement among youth groups of all cultures and backgrounds; and
- (6) Assist in the planning, recommendation and implementation of youth activities.

(Ord. No. 10039, § 1, 3-24-05)

Secs. 2-579, 2-580. - Reserved.

## CHAPTER 2. ADMINISTRATION

### ARTICLE IV. BOARDS AND COMMISSIONS

#### DIVISION 12. YOUTH LEADERSHIP ACADEMY

**Sec. 2-571. Created; purpose.**

There is created a youth leadership academy that will take the place of the Baytown Youth Advisory Commission. This academy will exist to create pathways for youth to be involved in local government and community issues. The youth leadership academy is intended for educational purposes and is not intended to be a governmental body nor perform any such functions. This ordinance repeals and replaces Ordinance No. 10,039.

**Sec. 2-572. Qualifications.**

- (a) The youth leadership academy shall consist of students between the ages of 14 and 18. The youth leadership academy participants shall be selected by the coordinator and advisor.
- (b) Each member must be enrolled in a public school or a private or parochial school, including a home school, within the boundaries of the Goose Creek Consolidated Independent School District, and must maintain good standing at the school in which such member is enrolled.
- (c) The city council shall appoint two members of the city staff to serve as the coordinator and the advisor to the youth leadership academy.
- (d) The youth leadership academy shall not have board members and is not subject to the requirements of Sec. 2-256 of this Article.

**Sec. 2-574. Meetings.**

The youth leadership academy is to be held in two annual sessions in the fall and spring and will accommodate up to 30 students per session.

**Sec. 2-577. Annual report.**

An annual report shall be presented by city staff to the city council regarding the youth leadership academy interactions, activities, and progress as related to its established purpose not later than June 30th of each year.

**Sec. 2-578. Engagement Objectives.**

The youth leadership academy participants shall learn about local government and further community engagement by:



- (1) Encouraging youth leadership and responsibility through volunteerism and community involvement;
- (2) Creating opportunities for public discussion of youth issues through meetings, workshops, and events;
- (3) Exploring the innerworkings of local government departments.



## CITY COUNCIL MEETING

10. n.

**Meeting Date:** 07/28/2022

**Subject:** Consider a Grant Application for U.S. Department of HUD 2022-2023 CDBG Funds.

**Prepared for:** Martin Scribner, Planning and Development Services

**Prepared by:** Sharon Rose, Planning and Development Services

**Department:** Planning and Development Services

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### **Information**

#### **ITEM**

Consider a resolution authorizing the City Manager to make application to the United States Department of Housing and Urban Development (HUD) for the 2022-2023 Community Development Block Grant (CDBG) funds and designating an authorized representative to accept and affirm any grant awarded as a result of the application.

#### **PREFACE**

This proposed resolution authorizes the City Manager to submit an application to the Department of Housing and Urban Development (HUD) for the 2022-2023 CDBG funds. The resolution will also designate the City Manager as the authorized representative to accept and affirm any grant awarded as a result of the application.

Beginning in February 2022, staff solicited funding proposals from over 100 local organizations for projects designed to benefit low-to-moderate income persons and areas in Baytown. Staff also held two Technical Assistance Workshops, which were opened to the public and designed to assist those interested in submitting proposals. Eight proposals were received from outside agencies, as well as four requests to fund internal programs. The proposals, totaling approximately \$761,920 in funding requests, were distributed to the Community Development Advisory Committee (CDAC) for their review and consideration. The CDAC held two meetings to hear verbal requests and review the proposals. On May 24, 2022, the committee finalized a budget recommendation, which includes all 12 programs totaling \$768,477. The CDAC then affirmatively voted on a recommendation for City Council to adopt the proposed Action Plan, including the budget recommendation. On June 5, 2022, the recommended budget was made available to the public to begin a thirty (30) day public comment period.

During the public comment period, the CDAC held a public hearing on June 28, 2022, giving all interested parties a chance to comment on the proposed budget. The required public comment period ended on July 6, 2022; no written comments were received. City Council makes the final decision concerning the activities and level of funding contained in the CDBG budget, which will be submitted to HUD on or before August 16, 2022. Attachments to this agenda include a copy of the budget recommendation and the draft Action Plan Executive Summary.

#### **Amount Budgeted and Source of Funds**

PY2022 CDBG Annual Entitlement	\$663,477
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Estimated Previous Years Unexpended Funds	\$100,000
Anticipated PY2022 Program Income	\$5,000
<b>Total Available (Estimate)</b>	<b>\$768,477</b>

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**Fiscal Impact**

**Fiscal Year:** 2022  
**Acct Code:** 270  
**Source of Funds (Operating/Capital/Bonds):** CDBG  
**Funds Budgeted Y/N:** Y  
**Amount Needed:** \$768,477  
**Fiscal Impact (Additional Information):**

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**Attachments**

Resolution - Grant Application for U.S. Department of HUD 2022-23 CDBG Funds  
Exhibit A - CDBG Budget  
DRAFT\_PY2022 Action Plan Executive Summary

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A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS,  
AUTHORIZING THE CITY MANAGER TO MAKE APPLICATION TO THE UNITED  
STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR THE  
2022-2023 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS;  
DESIGNATING AN AUTHORIZED REPRESENTATIVE; AUTHORIZING THE  
REPRESENTATIVE TO ACCEPT OR AFFIRM ANY GRANT AWARD THAT MAY  
RESULT THEREFROM; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

\*\*\*\*\*

WHEREAS, the 2022-2023 Community Development Block Grant Funds are sources of federal revenue that are made available to local community development programs for use in providing decent housing, providing a suitable living environment, and expanding economic development opportunities for low-to-moderate-income persons; and

WHEREAS, the Baytown Community Development Program (the "Program") is eligible for such funds and desires to apply for a grant; and

WHEREAS, the Community Development Advisory Committee and City Administration have made recommendations as to the amounts of funds and the types of programs for which the City of Baytown should apply; and

WHEREAS, the City Council has reviewed the recommendation; NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: The City Council hereby approves the budget and authorizes the City Manager to make application to the United States Department of Housing and Urban Development for 2022-2023 Community Development Block Grant Funds for the amounts and programs described in Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes.

Section 2: That the City Manager is hereby designated as the authorized representative for all purposes under the grant.

Section 3: That the City Manager of the City of Baytown is hereby authorized to accept or affirm any grant award that may result from the above application.

Section 4: This resolution shall take effect immediately from and after its passage by the City Council of the City of Baytown, Texas.

INTRODUCED, READ, and PASSED by the affirmative vote of the City Council of the City of Baytown this the 28<sup>th</sup> day of July, 2022.

\_\_\_\_\_  
BRANDON CAPETILLO, Mayor

ATTEST:

\_\_\_\_\_  
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
SCOTT LEMON, City Attorney

# EXHIBIT "A"

## COMMUNITY DEVELOPMENT BLOCK GRANT PY22 COMMUNITY DEVELOPMENT ADVISORY COMMITTEE BUDGET RECOMMENDATION

AGENCY	PROJECT	5 YEAR PRIORITY	PY22 REQUEST	CDAC RECOM.
<b>PROPERTY CLEARANCE</b>				
COB Planning	Substandard Structures Abatement	H	\$120,000.00	\$120,000.00
<b>Total Property Clearance</b>			<b>\$120,000.00</b>	<b>\$120,000.00</b>
<b>HOUSING ACTIVITIES</b>				
Love Network of Baytown	Hands of the Carpenter	H	\$7,500.00	\$5,000.00
COB Planning	Community Development Housing Programs	H	\$360,000.00	\$400,432.00
<b>Total Housing Activities</b>			<b>\$367,500.00</b>	<b>\$405,432.00</b>
<b>LOW- MOD AREA BENEFIT</b>				
COB Planning	Neighborhood Improvement Program	H	\$20,000.00	\$20,000.00
<b>Total Low-Mod Area Benefit</b>			<b>\$20,000.00</b>	<b>\$20,000.00</b>
<b>PUBLIC SERVICE ACTIVITIES (Max \$99,522 = 15% CAP)</b>				
Love Network of Baytown	Community Development Transportation Program	H	\$66,700.00	\$50,000.00
Love Network of Baytown	New Year in New Shoes	H	\$17,000.00	\$12,000.00
Bay Area Homeless Services	Project Bridge	H	\$4,000.00	\$4,000.00
Baytown Evening Optimist Club	Optimist Youth Football Program	H	\$4,200.00	\$2,400.00
Communities in Schools of Baytown, Inc.	Virtual Job Readiness Training Program	H	\$7,000.00	\$7,000.00
Hearts and Hands of Baytown, Inc.	Doorstep Blessing	H	\$10,750.00	\$10,750.00
Talent Yield Coalition, Inc.	First Step-Homeless Outreach Program	H	\$12,075.00	\$4,200.00
<b>Total Public Service Activities</b>			<b>\$121,725.00</b>	<b>\$90,350.00</b>
<b>PROGRAM ADMINISTRATION (Max \$132,695 = 20% CAP)</b>				
COB Planning	CDBG Administration	H	\$132,695.00	\$132,695.00
<b>Total Program Administration</b>			<b>\$132,695.00</b>	<b>\$132,695.00</b>
<b>TOTAL FUNDS BUDGETED/REQUESTED/RECOMMENDED</b>			<b>\$761,920.00</b>	<b>\$768,477.00</b>

PY22 Annual Entitlement	\$663,477.00
Anticipated PY21 Program Income	\$5,000.00
Previous Years Unexpended Funds	\$100,000.00
<b>Total Available Estimate</b>	<b>\$768,477.00</b>

# **Program Year 2022 CDBG Action Plan (B-22-MC-48-0033)**

## **EXECUTIVE SUMMARY**

### **BACKGROUND**

The United States Department of Housing and Urban Development (HUD) allocates the City of Baytown an annual entitlement of Community Development Block Grant (CDBG) funds to provide decent housing, a suitable living environment and expansion of economic opportunities, principally for low and moderate-income citizens. The City of Baytown's PY2022 CDBG allocation is \$663,477. To receive the funds and to comply with the Consolidated Planning Regulations, the City of Baytown has prepared this Annual Action Plan for the use of CDBG funds for October 1, 2022 to September 30, 2023 (B-22-MC-48-0033). CDBG funding in this Action Plan includes \$100,000 in unexpended funds from previous program allotments, plus \$5,000 in projected program income from repayment of liens. The total amount available for funding in the Action Plan for PY2021 is \$768,477. There is a 15% statutory cap on public services of \$99,522 using a formula which doesn't include the preceding year's program income. The projected budget also includes a 20% cap on planning/administrative activities of \$132,695.

### **ACTION PLAN OBJECTIVES**

The PY2022 Action Plan represents the third year to fund and report on objectives proposed in the 2020-2024 City of Baytown's Consolidated Plan.

### **CITIZEN PARTICIPATION & CONSULTATION PROCESS**

The City of Baytown strives to seek the input of citizens in formulating goals and Action Plans for its Community Development Block Grant programs. Baytown makes every effort to involve citizens, especially low income citizens and those residing in areas with slum and/or blighted conditions, to participate in every step of the CDBG funding process.

The Community Development Advisory Committee (CDAC) consists of citizens who are appointed by the City Council. CDAC members each represent the area of Baytown in which they live. The CDAC meets regularly to prioritize needs, allocate funds, review progress of recipients and hear from the public on housing and community development issues. To engage the public in the Action Plan process, the CDAC meetings are public and are advertised on the

City's website. Public notices for the public hearings are also published in the Baytown Sun, on the City's website and at City Hall. The agendas for the public meetings and hearings are posted with information for interpretive services for non-English speaking residents and those who are hearing impaired. Information for accommodations for those with physical disabilities is also included with each posting. This year, the public meetings and hearings for the Action Plan and budget were held at the Baytown Community Center, which is located in the CDBG target area.

The City sent a Notice of Funding Availability (NOFA) by email to approximately 100 organizations who previously expressed interest in the CDBG program. On February 28, 2022, the City released its Request for Proposals (RFP) to accept applications from agencies providing services to city residents. The RFP was posted on the City's website and in the Baytown Sun. Two pre-application technical assistance workshops were conducted, where potential applicants and agencies were encouraged to articulate their needs and priorities, as well as those of their clients.

Once the applications were received, staff conducted a preliminary review to determine if the proposals met technical requirements for CDBG eligibility, and then completed an evaluation form rating each application. The applications and corresponding evaluation forms were then sent to the CDAC, who then reviewed the 12 submitted proposals, including four requests to fund internal programs. The CDAC listened to verbal requests at two public hearings, after which a budget recommendation was developed for City Council. Once the budget recommendation was developed, the CDAC held a public hearing on June 28, 2022, to receive comments regarding the proposed recommendation.

Prior to the June 28<sup>th</sup> Public Hearing, the recommendation was posted as the Proposed Use of Funds for a 30-day public comment period beginning on June 6, 2022. During the comment period, legal public notices were published in the Baytown Sun and posted on the City's website and at Baytown City Hall. The notices announced the City's intent to submit the PY2022 Action Plan to HUD on or before August 16, 2022. These actions allowed multiple opportunities for citizens to comment. A hard copy of the proposed draft Action Plan Executive Summary was made available for review at City Hall and digitally upon request. City Council will approve the PY2022 Action Plan on July 28, 2022.



## CITY COUNCIL MEETING

10. o.

**Meeting Date:** 07/28/2022

**Subject:** Authorizing application - FY2022 Edward Byrne Memorial Justice Assistance (JAG) Grant Program - Police

**Prepared for:** Rick Davis, City Management

**Prepared by:** Leasa Lopez, Administration

**Department:** Administration

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### **Information**

#### **ITEM**

Consider a resolution authorizing the City of Baytown to submit a grant application to the U.S. Department of Justice, Bureau of Justice Assistance, for the FY22 Edward Byrne Memorial Justice Assistance Grant (JAG) Program on behalf of the Police Department.

#### **PREFACE**

This proposed resolution authorizes the City of Baytown (the "City") to submit a grant application to the U.S. Department of Justice, Bureau of Justice Assistance, for the FY22 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation on behalf of the Police Department.

The JAG Program provides critical funding necessary to support law enforcement programs such as crime prevention and education. Since 2005, the City of Baytown has enjoyed annual support from this grant program. If approved, the City will receive \$25,135.00 for Police Department overtime for the Firearms Training Simulator ("FATS") Instructors and directed neighborhood patrols in traditionally higher risk crime areas.

The funding amount of \$25,135.00 is a formula-based allocation from the U.S. Department of Justice and requires no matching funds from the City.

#### Project Budget Breakdown

Overtime (OT) Funds for Police Department Personnel	#Hours x Rate/Hour	Totals
Over Time for Fire Arms Training Simulator (2 officers)	280 x \$54.27	\$15,195.60
Over Time for Directed Neighborhood Patrols	216.309 x \$45.95	\$9,939.40
<b>Total Request for Funding:</b>		<b>\$25,135.00</b>

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### **Fiscal Impact**

**Fiscal Year:** 2022

**Acct Code:**

**Source of Funds (Operating/Capital/Bonds):** Grant

**Funds Budgeted Y/N:** N

**Amount Needed:** 0



**Fiscal Impact (Additional Information):**

This project is 100% grant funded on a reimbursement basis.

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**Attachments**

Resolution - FY2022 Edward Byrne Memorial Justice Assistance (JAG) Grant Program

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A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE CITY MANAGER OF THE CITY OF BAYTOWN TO SUBMIT A GRANT APPLICATION TO THE U.S. DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE, FOR THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT ("JAG") PROGRAM, FY2022 LOCAL SOLICITATION ON BEHALF OF THE BAYTOWN POLICE DEPARTMENT IN AN AMOUNT NOT TO EXCEED TWENTY-FIVE THOUSAND ONE HUNDRED THIRTY-FIVE AND NO/100 DOLLARS (\$25,135.00); DESIGNATING AN AUTHORIZED REPRESENTATIVE; ASSURING PROPER USE AND MAINTENANCE OF GRANT FUNDS; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

\*\*\*\*\*

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Manager of the City of Baytown is hereby authorized to submit a grant application to the U.S. Department of Justice, Bureau of Justice Assistance, for the Edward Byrne Memorial Justice Assistance Grant ("JAG") Program, FY2022 Local Solicitation on behalf of the Baytown Police Department in an amount not to exceed TWENTY-FIVE THOUSAND ONE HUNDRED THIRTY-FIVE AND NO/100 DOLLARS (\$25,135.00).

Section 2: That the City Manager is hereby designated as the authorized representative of the City of Baytown for all purposes under the grant, including the acceptance, affirmation, rejection, alteration, or termination of any grant award that may result from the above application.

Section 3: That in the event of loss or misuse of the grant funds, the City Council of the City of Baytown hereby assures the U.S. Department of Justice, Bureau of Justice Assistance, that such grant funds will be returned to the Bureau of Justice Assistance in full.

Section 4: This resolution shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 28<sup>th</sup> day of July, 2022.

\_\_\_\_\_  
BRANDON CAPETILLO, Mayor

ATTEST:

\_\_\_\_\_  
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
SCOTT LEMOND, City Attorney



## **CITY COUNCIL MEETING**

**13. a.**

**Meeting Date:** 07/28/2022

**Subject:** Recess into and conduct an executive session pursuant to Texas Government Code, Section 551.071(2) and/or 551.074 - Annual Performance for CM

**Prepared for:** Scott Lemond, Legal

**Prepared by:** Raquel Martinez, City Clerk's Office

**Department:** City Clerk's Office

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### **Information**

#### **ITEM**

Recess into and conduct an executive session pursuant to Texas Government Code, Section 551.071(2) to consult with its attorney, and/or Section 551.074 to deliberate a Sixth Amendment to the Agreement for Professional Services and Employment as City Manager with Richard L. Davis.

#### **PREFACE**

Recess into and conduct an executive session pursuant to Texas Government Code, Section 551.071(2) to consult with its attorney, and/or Section 551.074 to deliberate a Sixth Amendment to the Agreement for Professional Services and Employment as City Manager with Richard L. Davis.

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### **Fiscal Impact**

**Fiscal Year:**

**Acct Code:**

**Source of Funds (Operating/Capital/Bonds):**

**Funds Budgeted Y/N:**

**Amount Needed:**

**Fiscal Impact (Additional Information):**

There is no fiscal impact.

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## **CITY COUNCIL MEETING**

**13. b.**

**Meeting Date:** 07/28/2022

**Subject:** Sixth Amendment to Agreement for Professional Services - City Manager

**Prepared for:** Scott Lemond, Legal

**Prepared by:** Raquel Martinez, City Clerk's Office

**Department:** Legal

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### **Information**

#### **ITEM**

Consider an ordinance authorizing the Sixth Amendment to the Agreement for Professional Services and Employment as City Manager with Richard L. Davis.

#### **PREFACE**

This proposed ordinance authorizes the Sixth Amendment to the Agreement for Professional Services and Employment as City Manager with Richard L. Davis.

On May 14, 2015, the City Council selected Mr. Davis as the new City Manager. On the same date, the Council also authorized an agreement with Mr. Davis to serve as the City Manager of the City of Baytown. On July 14, 2022, the City Council commenced the City Manager's yearly performance evaluation. This item will allow the City Council to take action with regard to the agreement for professional services and employment of the City Manager.

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### **Fiscal Impact**

**Fiscal Year:**

**Acct Code:**

**Source of Funds (Operating/Capital/Bonds):**

**Funds Budgeted Y/N:**

**Amount Needed:**

**Fiscal Impact (Additional Information):**

There is no fiscal impact.

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### **Attachments**

Ordinance - Sixth Amendment to Agreement for Professional Services - City Manager

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AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN,  
TEXAS, AUTHORIZING THE SIXTH AMENDMENT TO THE AGREEMENT  
FOR PROFESSIONAL SERVICES AND EMPLOYMENT AS CITY  
MANAGER WITH RICHARD L. DAVIS; AND PROVIDING FOR THE  
EFFECTIVE DATE THEREOF.

\*\*\*\*\*

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of the City of Baytown, Texas, hereby authorizes the Mayor to execute and the City Clerk to attest to the Sixth Amendment to the Agreement for Professional Services and Employment as City Manager with Richard L. Davis. A copy of said amendment is attached hereto, marked Exhibit "A," and made a part hereof for all intents and purposes.

Section 2: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown on this the 28<sup>th</sup> day of July, 2022.

\_\_\_\_\_  
BRANDON CAPETILLO, Mayor

ATTEST:

\_\_\_\_\_  
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
SCOTT LEMON, City Attorney