CITY OF BAYTOWN

NOTICE OF MEETING

CITY COUNCIL REGULAR MEETING
THURSDAY, APRIL 9, 2026
6:30 P.M.
COUNCIL CHAMBER, CITY HALL
2401 MARKET STREET, BAYTOWN, TEXAS 77520

AGENDA

CALL TO ORDER AND ANNOUNCEMENT OF QUORUM

PLEDGE AND INVOCATION

Council Member Mike Lester, District No. 6

1. CITIZEN COMMENTS

Notice is hereby given that in accordance with the Texas Open Meetings Act, Texas Government Code, Chapter 551, prohibits the City Council from discussing, deliberating, or considering, subjects for which public notice has not been given on the agenda. Issues that cannot be referred to the administration for action may be placed on the agenda of a future City Council Session.

2. MINUTES

a. Consider approving the minutes of the Municipal Development District and City Council Regular Joint Meeting held on March 12, 2026.

3. PRESENTATIONS

a. Present the Juneteenth and 4th of July Celebration schedules and entertainment lineup for 2026.

4. PUBLIC HEARINGS

a. Conduct a public hearing to amend the official zoning map to rezone approximately 20.36 acres located at 1301 East Interstate Highway (IH) 10, from Freeway Commercial (FC) to a Planned Unit Development (PUD) Zoning District.

5. PROPOSED ORDINANCES

a. Consider an ordinance to amend the official zoning map to rezone approximately 20.36 acres located at 1301 East Interstate Highway (IH) 10, from Freeway Commercial (FC) to a Planned Unit Development (PUD) Zoning District.

b. Consider an ordinance adopting the proposed text amendment to Chapter 111, Unified Land Development Code (ULDC) of the Baytown Code of Ordinances to revise Divisions 2.32, 2.33, 2.35, 2.36, and 10.2 of the ULDC, regarding shipping containers, and the definition of container or shipping container as it applies to the 2025 code.

6. PROPOSED RESOLUTIONS

a. Consider a resolution of the City Council of the City of Baytown extending the Civil Service Line of Duty Injury Leave of Absence of a Firefighter.

7. 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 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 Fiscal Year 2025 Edward Byrne Memorial Justice Assistance Grant (JAG) Program on behalf of the Police Department.

b. Consider an ordinance ratifying an electricity supply agreement between the Baytown Area Water Authority and Constellation New Energy Inc., pending ratification by the Baytown Area Water Authority Board of Directors.

c. Consider an ordinance establishing speed zones for Interstate Highway 10 (IH-10) Main Lanes Eastbound and Westbound from Cedar Bayou to State Highway 146 (SH 146).

d. Consider an ordinance approving the sole source purchase by the Baytown Area Water Authority of Super Pulsator Clarifier equipment from Veolia WTS Systems USA, Inc., for the Baytown Area Water Authority East Surface Water Treatment Plant Phase 2 Expansion Project, pending approval by the Baytown Area Water Authority Board of Directors.

e. Consider an ordinance authorizing the Amended and Restated Interlocal Agreement with Harris County Flood Control District for the West Baytown Drainage Project.

f. Consider an ordinance authorizing a professional services agreement for engineering design services with DECON, LLC., for the Renovation/Relocation of the Mosquito Control Building Project.

g. Consider an ordinance granting a pipeline permit to Blanchard Pipeline Company, LLC., for one 12.75-inch Marathon Petroleum Corporation ("MPC") natural gas liquids pipeline.

h. Consider an ordinance authorizing an Interlocal Agreement with Harris County for the Neighborhood Street Reconstruction of Lantern Park, Dolphin Harbor, Canvasback Cay, and South Circle Drive Project.

i. Consider an ordinance authorizing the purchase of traffic cabinets from Cubic ITS, Inc., through the Buyboard Cooperative Purchase Program.

8. 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.

9. COUNCIL MEMBER DISTRICT REPORT

a. Receive a report from Council Member Mike Lester regarding projects, programs and events in District No. 6.

10. EXECUTIVE SESSION

a. Recess into and conduct an executive session pursuant to Section 551.074 to discuss personnel matters concerning an extension of line of duty illness under Texas Local Government Code 143.073 for a Firefighter and/or Section 551.071 of the Texas Government Code to seek the advice of the City's Attorney(s).

b. Recess into and conduct an executive session pursuant to Texas Government Code Sections 551.071, 551.072 and/or 551.087 to seek the advice of the City's attorneys regarding pending or contemplated litigation; deliberate the purchase, exchange, lease, or value of real property; and/or to deliberate regarding economic development negotiations.

11. 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 281-420-6690, FAX 281-420-7176, OR CONTACT 281-420-6690 VIA RELAY TEXAS AT 711 OR 1-800-735-2988 FOR TYY SERVICES. FOR MORE INFORMATION CONCERNING RELAY TEXAS, PLEASE VISIT: HTTP://RELAYTEXAS.COM

Approved for posting:

Jason E. Reynolds, City Manager

Posted this 2nd day of April 2026, at 11:30 A.M.

Posted by:

Angela Jackson, City Clerk
(SEAL)

CITY OF BAYTOWN, TEXAS
STATE OF TEXAS

CITY COUNCIL MEETING 2. a.

Meeting Date: 04/09/2026
Subject: Minutes of the Municipal Development District and City Council Regular Joint Meeting held on March 12, 2026
Prepared for: Angela Jackson, City Clerk's Office
Prepared by: Ineka Salas, City Clerk's Office
Department: City Clerk's Office

Information

ITEM

Consider approving the minutes of the Municipal Development District and City Council Regular Joint Meeting held on March 12, 2026.

PREFACE

Consider approving the minutes of the Municipal Development District and City Council Regular Joint Meeting held on March 12, 2026.

Attachments

Exhibit A

DRAFT

MINUTES OF THE JOINT SPECIAL MEETING OF THE CITY COUNCIL AND THE BAYTOWN MUNICIPAL DEVELOPMENT DISTRICT

March 12, 2026

The City Council and Baytown Municipal Development District (MDD) of the City of Baytown met in a Special Meeting on Thursday, March 12, 2026, at 6:30 P.M. in the Council Chamber of the Baytown City Hall at 2401 Market Street, Baytown, Texas, with the following in attendance:

Jacob Powell	Mayor Pro Tem / Director
Laura Alvarado	Council Member / Vice President
Sarah Graham	Council Member / Director
Kenrick Griffith	Council Member / Director
James Franco	Council Member / Director
Mike Lester	Council Member / Director
Charles Johnson	Mayor / President
Jason Reynolds	City Manager / General Manager
Kristin Holmes	Acting City Attorney / General Counsel
Angela Jackson	City Clerk / Assistant Secretary
John Stringer	Sergeant at Arms

Mayor / President Charles Johnson convened the March 12, 2026 City Council and Municipal Development District (MDD) Joint Meeting with a quorum present at 6:30 P.M. All members were present.

The Pledge of Allegiance, Texas Pledge and Invocation were led by Council Member / Director James Franco.

1. CITIZEN COMMENTS

Mayor / President Charles Johnson announced citizens signed up to speak.

June Stansky, 4601 Driftwood Drive, shared it is National Women's History Month, and requested for the City Council to appoint Council Member Laura Alvarado as Mayor Pro Tem, and recommended women be assigned to the committees today. Ms. Stansky announced her years of service as a Girl Scout Leader and that March 12 was National Girl Scout Day.

David Isaac, 2812 Landmark Drive, expressed his opinions and recommendations regarding a recent vote for child care tax amendments, and the upcoming vote for Mayor Pro Tem.

2. MUNICIPAL DEVELOPMENT DISTRICT ITEMS

a. Consider a resolution authorizing a professional services agreement with Admin CFO, LLC to provide financial oversight services related to the Hyatt Regency Baytown-Houston Project.

Finance Director Teresa McKenzie provided a summary regarding an agreement with Admin CFO, LLC.

A motion was made by Vice President Laura Alvarado and seconded by Director Sarah Graham to approve Resolution No. 505, as submitted. The vote was as follows:

Ayes: President Charles Johnson, Vice President Laura Alvarado, Director Jacob Powell, Director Sarah Graham, Director Kenrick Griffith, Director James Franco,and Director Mike Lester

Nays: None

Approved

RESOLUTION NO. 505

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BAYTOWN MUNICIPAL DEVELOPMENT DISTRICT AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONSULTING SERVICES AGREEMENT WITH ADMIN CFO, LLC, FOR ADMINISTRATIVE AND FINANCIAL OVERSIGHT SERVICES FOR THE HYATT REGENCY BAYTOWN-HOUSTON PROJECT; AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED ONE -HUNDRED, TWENTY THOUSAND AND NO/100 DOLLARS ($120,000.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

3. CITY COUNCIL ITEMS – MINUTES

a. Consider approving the minutes of the City Council Work Session and City Council Regular Joint MDD Meeting held on February 12, 2026.

A motion was made by Council Member Kenrick Griffith and seconded by Council Member Sarah Graham to approve the minutes for February 12, 2026, as submitted. The vote was as follows:

Ayes: Mayor Charles Johnson, Mayor Pro Tem Jacob Powell, Council Member Laura Alvarado, Council Member Sarah Graham, Council Member Kenrick Griffith, Council Member James Franco and Council Member Mike Lester

Nays: None

Approved

4. RECOGNITIONS AND CITIZEN COMMUNICATIONS

a. Present a proclamation designating January 18, 2026, as ASEZ STAR Community Cleanup Day.

Mayor Charles Johnson was joined by students participating in the community clean up and Council Members to thank them for their time and hard work.

b. Present a proclamation designating January 18, 2026, as ASEZ WAO Community Cleanup Day.

Mayor Charles Johnson was joined by students participating in the community clean up and Council Members to thank the students for their global environmental involvement in promoting the initiative.

Mayor Charles Johnson took a point of privilege to support a Girl Scout and purchase a box of cookies.

5. PROPOSED ORDINANCES

Director of Parks Recreation and Tourism Clifford Hatch, provided an overview regarding the items of concern addressed at previous Council Meeting with improving processes and procedures.

Council Members provided their opinions and recommendations regarding the amendments to accommodate the concerns.

A motion was made by Council Member Sarah Graham and seconded by Council Member Kenrick Griffith to approve Items 5.a. thru 5.c., as submitted. The vote was as follows:

Ayes: Mayor Charles Johnson, Mayor Pro Tem Jacob Powell, Council Member Laura Alvarado, Council Member Sarah Graham, Council Member Kenrick Griffith, Council Member James Franco and Council Member Mike Lester

Nays:

Approved

a. Consider an ordinance amending Section 70-8 "Alcoholic Beverages" of the Code of Ordinances, Baytown, Texas, to permit alcoholic beverages at City-owned or controlled property for qualified, event-specific tourism or sports tourism initiatives, subject to restrictions and permitting requirements.

Director of Parks Recreation and Tourism Clifford Hatch provided an overview regarding the development and permitting fees. (Exhibit A)

The Mayor and Council Members requested clarification on the increases and expressed their appreciation for the recommendations.

ORDINANCE NO. 16,419

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AMENDING CHAPTER 70 "PARKS AND RECREATION," SECTION 70-8 "ALCOHOLIC BEVERAGES" TO PERMIT ALCOHOLIC BEVERAGES AT CITYOWNED OR CONTROLLED PROPERTY FOR QUALIFIED, EVENT-SPECIFIC, TOURISM OR SPORTS TOURISM INITIATIVES; CONTAINING A REPEALING CLAUSE; CONTAINING A SAVINGS CLAUSE; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

b. Consider an ordinance amending Section 70-1, "Park Hours," of the City of Baytown Code of Ordinances to exempt properly permitted tourism-impact events occurring at a municipal park from the application of standard park hours.

ORDINANCE NO. 16,420

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AMENDING CHAPTER 70 "PARKS AND RECREATION," SECTION 70-1 "PARK HOURS," SECTION 70-1(B) "EXCEPTIONS," TO ADD SUBSECTION (3), TO EXEMPT ATTENDEES, PARTICIPANTS, OR INDIVIDUALS OTHERWISE INVOLVED IN A PROPERLY PERMITTED TOURISM-IMPACT EVENT HELD AT A MUNICIPAL PARK FROM THE APPLICATION OF STANDARD PARK HOURS; CONTAINING A REPEALING CLAUSE; CONTAINING A SAVINGS CLAUSE; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

c. Consider an ordinance amending Section 74-28 of the code of ordinances to exempt sales made at properly permitted qualified, event specific, tourism or sports tourism initiatives.

ORDINANCE NO. 16,421

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AMENDING CHAPTER 74 "PEDDLERS AND SOLICITORS," ARTICLE II "ITINERANT MERCHANTS AND OPEN AIR VENDORS," DIVISION 1 "GENERALLY," SECTION 74-28 "EXEMPTIONS FROM ARTICLE" TO ADD SUBSECTION (5), EXEMPTING SALES MADE AT PROPERLY PERMITTED

QUALIFIED, EVENT-SPECIFIC, TOURISM OR SPORTS TOURISM INITIATIVES; CONTAINING A REPEALING CLAUSE; CONTAINING A SAVINGS CLAUSE; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

6. PROPOSED RESOLUTIONS

a. Consider a resolution granting the petition for the proposed annexation of approximately 202.48 acres of land, located on the north and south sides of Battlebell Road and the east side of John Martin Road, and sections of Battlebell and Jones Road.

Mayor Charles Johnson informed the City Council, the applicant requested to push this item to the first meeting in April.

b. Consider a resolution nominating Covestro LLC to the Governor's Office of Economic Development, for designation as a qualified business and an Enterprise Project under the Texas Enterprise Zone Program.

Manager of Economic Development Brian Moran, provided details regarding the nomination of Covestro LLC.

Mr. Michael Baker with Covestro clarified the nominations distinction from the previous year.

Mayor Charles Johnson requested clarification regarding the job opportunities regarding local students.

A motion was made by Council Member Laura Alvarado and seconded by Mayor Pro Tem Jacob Powell to approve Resolution No. 3078, as submitted. The vote was as follows:

Ayes: Mayor Charles Johnson, Mayor Pro Tem Jacob Powell, Council Member Laura Alvarado, Council Member Sarah Graham, Council Member Kenrick Griffith, Council Member James Franco and Council Member Mike Lester

Nays: None

Approved

RESOLUTION NO. 3078

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, NOMINATING COVESTRO, LLC, TO THE TEXAS ECONOMIC DEVELOPMENT AND TOURISM OFFICE WITHIN THE OFFICE OF THE GOVERNOR THROUGH THE TEXAS ECONOMIC DEVELOPMENT BANK FOR DESIGNATION AS A QUALIFIED BUSINESS AND AN ENTERPRISE PROJECT UNDER THE TEXAS ENTERPRISE ZONE PROGRAM UNDER THE TEXAS

ENTERPRISE ZONE ACT, CHAPTER 2303, TEXAS GOVERNMENT CODE; PROVIDING A REPEALING CLAUSE; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

7. DISCUSSION

a. Discuss and take possible action regarding the Capital Improvement Plan Committee (CIP) and Finance Committee.

Mayor Charles Johnson announced his recommendations regarding the committee appointments.

Council Members expressed their appreciation for the Mayors consideration, and recommendations in moving forward with the committee members as listed below.

Name	Position / Committee	Appointed /Reappointed
Laura Alvarado	Chair / CIP	Appointment
Sarah Graham	Committee Member / CIP	Appointment
James Franco	Committee Member / CIP	Appointment

Name	Position / Committee	Appointed /Reappointed
Kenrick Griffith	Chair / Finance	Appointment
Jacob Powell	Committee Member / Finance	Appointment
Mike Lester	Committee Member / Finance	Appointment

City Attorney Scott Lemond provided legal clarification regarding making changes to the current committee members during pending decisions.

A motion was made by Council Member Sarah Graham and seconded by Mayor Pro Tem Jacob Powell to approve Resolution No. 3079, as submitted. The vote was as follows:

Ayes: Mayor Charles Johnson, Mayor Pro Tem Jacob Powell, Council Member Laura Alvarado, Council Member Sarah Graham, Council Member Kenrick Griffith, Council Member James Franco and Council Member Mike Lester

Nays: None

Approved

RESOLUTION NO. 3079

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, APPOINTING LAURA ALVARADO, SARAH GRAHAM, AND JAMES FRANCO TO THE BAYTOWN CAPITAL

IMPROVEMENT PLAN AD HOC COMMITTEE; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

A motion was made by Council Member Kenrick Griffith and seconded by Mayor Pro Tem Jacob Powell to approve Resolution No. 3080, as submitted. The vote was as follows:

Ayes: Mayor Charles Johnson, Mayor Pro Tem Jacob Powell, Council Member Laura Alvarado, Council Member Sarah Graham, Council Member Kenrick Griffith, Council Member James Franco and Council Member Mike Lester

Nays: None

Approved

RESOLUTION NO. 3080

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, APPOINTING KENRICK GRIFFITH, JACOB POWELL AND MIKE LESTER TO THE BAYTOWN FINANCE AD HOC COMMITTEE; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

b. Discuss and take possible action regarding the City of Baytown Mayor Pro Tem.

Council Member Mike Lester nominated Mayor Pro Tem Jacob Powell for the current term.

Council Member Kenrick Griffith nominated himself for the current term.

Council Member Laura Alvarado nominated herself for the current term.

Mayor Charles Johnson called for a vote of the nominations by a show of hands.

Three votes for Mayor Pro Tem Jacob Powell / One vote for Council Member Kenrick Griffith / Three votes for Council Member Laura Alvarado.

With the nominations remaining on the table, Mayor Johnson called for a vote by a show of hands.

Three votes for Mayor Pro Tem Jacob Powell / Four votes for Council Member Laura Alvarado.

Mayor Charles Johnson announced majority vote for Council Member Laura Alvarado. Council Member Alvarado will be appointed as the Mayor Pro Tem effectively and for the remainder of the term.

RESOLUTION NO. 3081

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, APPOINTING COUNCIL MEMBER LAURA ALVARADO AS MAYOR PRO TEM; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

8. CONSENT

A motion was made by Council Member Sarah Graham and seconded by Council Member Laura Alvarado to approve Items 8.a., thru 8.i., excluding Item 8.c. The vote was as follows:

Ayes: Mayor Charles Johnson, Mayor Pro Tem Jacob Powell, Council Member Laura Alvarado, Council Member Sarah Graham, Council Member Kenrick Griffith, Council Member James Franco and Council Member Mike Lester

Nays: None

Approved

a. Consider a resolution authorizing the Chambers County Mosquito Control Department to use aerial application methods for the purpose of mosquito control within the Chambers County portion of the City of Baytown.

RESOLUTION NO. 3083

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE CHAMBERS COUNTY MOSQUITO CONTROL DEPARTMENT TO USE AERIAL APPLICATION METHODS FOR THE PURPOSE OF MOSQUITO CONTROL WITHIN THAT PORTION OF THE CITY OF BAYTOWN THAT LIES WITHIN CHAMBERS COUNTY, TEXAS; DIRECTING THE MAYOR TO NOTIFY THE FEDERAL AVIATION ADMINISTRATION OF SUCH AUTHORIZATION; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

b. Consider an ordinance authorizing a three-year Professional Services Agreement with Envisage Technologies, LLC, d/b/a Vector Solutions, for Fire/EMS LMS continuing education software.

ORDINANCE NO. 16,422

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH ENVISAGE TECHNOLOGIES LLC DOING BUSINESS AS VECTOR SOLUTIONS FOR FIRE/EMS CONTINUING

EDUCATION SOFTWARE FOR THE FIRE DEPARTMENT THROUGH THE PURCHASING COOPERATIVE, SOURCEWELL, CONTRACT #051321-ENV; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN AN AMOUNT NOT TO EXCEED SEVENTEEN THOUSAND SEVEN HUNDRED SEVENTY-FIVE AND NO/100 DOLLARS ($17,775.00) FOR YEAR ONE OF A THREE YEAR CONTRACT; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

c. Consider a resolution authorizing the City Manager or his designee to submit four (4) applications in response to the Fiscal Year 2026 Harris County Precinct 2 Call for Partnership Projects on behalf of the Public Works & Engineering and Parks and Recreation Departments.

Council Member Mike Lester expressed his appreciation regarding the Call for Partnership Projects.

City Manager Jason Reynolds provided clarification regarding the capital improvements associated with these grants.

The Mayor and Council Members expressed appreciation for all staff has done to make this possible.

A motion was made by Council Member Mike Lester and seconded by Council Member Kenrick Griffith to approve Item 8.c., as submitted. The vote was as follows:

Ayes: Mayor Charles Johnson, Mayor Pro Tem Jacob Powell, Council Member Laura Alvarado, Council Member Sarah Graham, Council Member Kenrick Griffith, Council Member James Franco and Council Member Mike Lester

Nays: None

Approved

RESOLUTION NO. 3082

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE CITY MANAGER TO MAKE FOUR (4) APPLICATIONS TO HARRIS COUNTY PRECINCT 2 FOR FISCAL YEAR 2026 CALL FOR PARTNERSHIP PROJECT GRANTS ON BEHALF OF THE PUBLIC WORKS AND ENGINEERING DEPARTMENT; 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.

d. Consider an ordinance authorizing the final renewal of the Annual HVAC Services contract with American Mechanical Services of Houston, LLC.

ORDINANCE NO. 16,423

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE PAYMENT NOT TO EXCEED TWO HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS ($275,000.00) TO AMERICAN MECHANICAL SERVICES OF HOUSTON, LLC TO RENEW THE ANNUAL HVAC SERVICES CONTRACT; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

e. Consider an ordinance amending Chapter 94 "Traffic and Vehicles" Article IV "Specific Street Regulations," Section 94-121 "Schedules enumerated" of the Code of Ordinances, to authorize modification of speed limit zones on State Highway 146 (SH 146) from Tompkins Drive to Chambers Town Center.

ORDINANCE NO. 16,424

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AMENDING CHAPTER 94 "TRAFFIC AND VEHICLES," ARTICLE IV "SPECIFIC STREET REGULATIONS," SECTION 94-121 "SCHEDULES ENUMERATED," SCHEDULE V "DESIGNATION -- SPEED LIMIT ZONES" OF THE CODE OF ORDINANCES, CITY OF BAYTOWN, TEXAS, TO ESTABLISH THE MAXIMUM PRIMA FACIE SPEED LIMITS FOR STATE HIGHWAY 146 (SH 146) FROM TOMPKINS DRIVE TO CHAMBERS TOWN CENTER; AUTHORIZING AND DIRECTING THE PLACEMENT OF SIGNS BY THE DIRECTOR OF PUBLIC WORKS; REPEALING CONFLICTING ORDINANCES; CONTAINING A SAVINGS CLAUSE; PRESCRIBING A MAXIMUM PENALTY OF TWO HUNDRED AND NO/100 DOLLARS ($200.00) FOR EACH VIOLATION THEREOF; AND PROVIDING FOR THE PUBLICATION AND EFFECTIVE DATE THEREOF.

f. Consider an ordinance authorizing a professional services agreement for Construction Management and Inspection Services with Freese and Nichols, Inc., for the Fire Station 2 Replacement Project.

ORDINANCE NO. 16,425

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING A PROFESSIONAL SERVICES

AGREEMENT WITH FREESE AND NICHOLS, INC. FOR FIRE STATION 2 REPLACEMENT PROJECT; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN AN AMOUNT NOT TO EXCEED SIX HUNDRED THIRTY-FOUR THOUSAND NINE HUNDRED THIRTY-THREE AND NO/100 DOLLARS ($634,933.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

g. Consider an ordinance authorizing Change Order No. 1 for the Chambers Commons Lift Station and Gravity Relief Interceptors Project with T Construction, LLC.

ORDINANCE NO. 16,426

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING CHANGE ORDER NO. 1 FOR THE LIFT STATION AND GRAVITY RELIEF INTERCEPTORS PROJECT WITH T CONSTRUCTION, LLC; APPROVING AN INCREASE IN THE CONTRACT AMOUNT BY ONE-HUNDRED, NINETEEN THOUSAND, EIGHT-HUNDRED, FORTY-SIX DOLLARS AND 47/100. ($119,846.47); AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

h. Consider an ordinance authorizing the Seventh Amendment to the Lease of Premises with Solid Waste, Ltd. Inc. for the Baytown Marina at Bayland Island.

ORDINANCE NO. 16,427

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 THE SEVENTH AMENDMENT TO THE LEASE OF PREMISES WITH SOLID WASTE, LTD. INC.; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

i. Consider an ordinance authorizing the purchase of a Model 510-56 Telehandler, 74HP (55KW) from Monk Machinery LLC dba Monk JCB on SourceWell contract #020223-JCB.

ORDINANCE NO. 16,428

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED ONE HUNDRED SEVENTY-NINE THOUSAND SEVEN HUNDRED FIFTEEN AND 18/100 DOLLARS ($179,715.18) TO MONK MACHINERY, LLC D/B/A MONK JCB, THROUGH THE

PURCHASING COOPERATIVE, SOURCEWELL, CONTRACT # 020223-JCB, FOR THE PURCHASE OF ONE MODEL 510-56 TELEHANDLER, 74HP (55KW); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

9. APPOINTMENTS

a. Consider a resolution authorizing the appointment of the City of Baytown's Local Health Authority.

Mayor Charles Johnson expressed appreciation to Dr. James Bernick for his years of service.

Interim Director of Health Department Shawn Cochran provided a summary regarding the Local Health Authority nominee, Dr. Neil Gandhi.

The Mayor and Council Members shared their opinions and recommendations for the nominee and assurance of Dr. Gandhi's relationship with the local community.

A motion was made by Council Member Sarah Graham and seconded by Council Member James Franco to appoint Dr. Neil Gandhi as the local Health Authority to the City of Baytown. The vote was as follows:

Ayes: Mayor Charles Johnson, Mayor Pro Tem Jacob Powell, Council Member Laura Alvarado, Council Member Sarah Graham, Council Member Kenrick Griffith, Council Member James Franco and Council Member Mike Lester

Nays: None

Approved

RESOLUTION NO. 3084

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, APPOINTING DR. NEIL GANDHI AS THE HEALTH AUTHORITY TO THE CITY OF BAYTOWN; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

10. MANAGER'S REPORT

- Parks Recreation and Tourism
    - I'd like to begin by highlighting our Parks team for hosting their first Safety ROADeo. Employees participated in hands-on training with trucks, trailers, forklifts, and other equipment to strengthen workplace safety. The event also completed the requirements for the department to earn the 'R.O.A.D. Ready'

certification from the Texas Municipal Intergovernmental League Risk Pool. Congratulations to the team on this great accomplishment!

- Finance Department
  - The National Government Finance Officers Association (GFOA) Awards: The City received the Distinguished Budget Presentation Award for the FY 25–26 Budget Book and the Certificate of Achievement for Excellence in Financial Reporting for the FY 24 Annual Comprehensive Financial Report. This marks the 33rd year the City has earned these recognitions.
  - This month, the Finance Department celebrates National Procurement Month and Government Finance Professionals Week (March 16–20), honoring the Finance team and city departments whose hard work ensures compliance and supports the delivery of services to our community. Thank you for everything you do!
- Public Works and Engineering (PWE)
  - Recently we received a shout out for PWE's prompt response in repairing a sidewalk affected by a utility repair, completing the work within 24 hours of the report. Thank you for your quick action, keep up the great work!
  - A big congratulations to Alejandra Moz from Public Works for being featured in the national magazine of the American Public Works Association. Great job Alejandra!
- Baytown will host the 3v3 Kick It Soccer Tournament on Saturday, June 13, 2026, at the Baytown Soccer Complex. The all-day event is expected to attract at least 60 teams. Held alongside Fédération International de Football Association (FIFA) World Cup activities in Houston, the tournament invites visitors to explore Baytown and nearby attractions. A big thanks to our Sports Tourism Coordinator, Donna Finnie, and everyone who helped make this event possible
- Lee College is hosting its second annual junior college basketball tournament this week, with 16 out-of-town teams staying in Baytown hotels. Our Tourism team is collaborating with the Athletic Director to support future tournaments, including a regional volleyball event planned for November.
- The City of Baytown Parks, Recreation & Tourism Department has partnered with Houston Dynamo FC as an Official Youth Soccer Partner, strengthening Baytown's presence in the Greater Houston soccer community. Participants in Baytown's Fall 2026 Youth Soccer Program will be recognized on the field during the October 17 Texas Derby between Houston Dynamo Football Club (FC) and FC Dallas. The partnership also opens the door for future collaborations, including appearances, community engagement, and participation in events such as Baytown's July 4th Celebration and Grito Fest.
- A special thank you to the Finance Department for progressing with their transparency stars, and ensuring the City of Baytown finances are clear.

11. COUNCIL MEMBER DISTRICT REPORT

a. Receive a report from Council Member James Franco regarding projects, programs and events in District No. 4.

Council Member James Franco reported the current projects, programs and events of District 4:

District 4 continues to see new business development, with the following locations in progress.

- Planning & Development
  - The District on North Main – Office/Warehouse (5278 N Main St)
  - Baytown Boat, RV & Self Storage (4500 N Main St)
  - Houston Methodist Hospital Remodel (4401 Garth Rd)
  - Rosa Linda's Restaurant (7304 E IH 10)
  - Texas Heart Center Remodel (1510 E IH 10)
  - Groves Business Park (7204 E IH 10)
  - Cottage Green Multifamily Development (605 Hunt Rd)
  - Baytown Veterinarian Hospital (5360 E IH 10)
  - Roma Italians (Garth Rd)
  - La Cocina de Lulu (Garth Rd)
  - Wayne Gray Sports Complex Update:
    - Adult Softball leagues are wrapping up with 26 teams across two nights, drawing 400+ participants and spectators weekly. The first 2026 Adult Kickball League is now registering, and the Senior Softball League starts March 16 with eight teams on Mondays.
    - Tournament days at Wayne Gray Sports complex average 30 teams and 500 participants. The site is active six days a week with rentals, leagues, United States Specialty Sports Association (USSSA) tournaments, and the Montrose Softball spring season. Their opening day saw 400 participants and spectators, alongside vendors like Pirates Bay and the Sugar Land Space Cowboys.
  - Pirates Bay Water Park Update:
    - Pirates Bay Waterpark is preparing for the 2026 season with recruiting, marketing, and facility readiness underway, including seasonal staff outreach at Baytown-area high schools and hosting Baytown's first Polar Plunge on February 20.
    - Season pass sales remain strong, with 2,439 passes sold so far—about 56% of the 2025 season sales.

Mayor Charles Johnson shared events currently being held at the Sterling Library.

12. EXECUTIVE SESSION

a. Recess into and conduct an executive session pursuant to Section 551.087 of the Texas Government Code to discuss economic development negotiations.

At 7:52 P.M., Mayor Charles Johnson recessed and convened in to an Executive Session pursuant to Section 551.087 of the Texas Government Code to discuss economic development negotiations.

At 8:40 P.M., Mayor Charles Johnson reconvened the meeting and announced that, in accordance with Section 551.102 of the Texas Government Code, no action was taken in the Executive Session.

13. ADJOURN

With there being no further business to discuss, Mayor Charles Johnson adjourned the March 12, 2026, Municipal Development District and City Council Regular Joint Meeting at 8:40 P.M.

_____
Angela Jackson, City Clerk

CITY COUNCIL MEETING 3. a.

Meeting Date: 04/09/2026
Subject: Juneteenth and July 4th schedule and entertainment for 2026
Prepared for: Clifford Hatch, Parks and Recreation
Prepared by: Clifford Hatch, Parks and Recreation
Department: Parks and Recreation

Information

ITEM

Present the Juneteenth and 4th of July Celebration schedules and entertainment lineup for 2026.

PREFACE

The Parks and Recreation Department will present the proposed schedules and entertainment lineup for the 2026 Juneteenth and 4th of July Celebrations. These annual events are designed to provide high-quality, family-friendly programming that supports community engagement and tourism.

The presentation will also include a promotional commercial to be aired on Channel 16 and published on the City's website.

Juneteenth Celebration Schedule
Saturday: June 13, 2026
5:00 PM -- 6:00 PM: DJ GT Mayne
6:00 PM -- 6:30 PM: Piano Vibes
6:30 PM -- 6:50 PM: DJ GT Mayne
6:50 PM -- 7:00 PM: Radio One / Magic Staff -- Introduction of National Anthem performers
7:00 PM -- 7:30 PM: National Anthem, Juneteenth History, and Mayor & Council Remarks
7:30 PM -- 8:00 PM: Bree Terry
8:00 PM -- 8:20 PM: DJ Donnie Houston

Headlining Performances
8:20 PM -- 8:50 PM: The C.I.T.Y. Band
8:50 PM -- 9:10 PM: DJ Donnie Houston
9:10 PM -- 9:40 PM: Kirby Lauryn
9:40 PM -- 10:00 PM: DJ Donnie Houston
10:00 PM -- 10:40 PM: Leela James
Fireworks to follow the headlining performance

4th of July Celebration Schedule
Saturday, July 4, 2026
4:00 PM -- 4:30 PM: DJ Boris
4:30 PM -- 5:30 PM: Selestial Alcoser
6:00 PM -- 7:30 PM: Mustache The Band
7:30 PM -- 8:00 PM: Mayor & Council Remarks and National Anthem
8:00 PM -- 9:30 PM: Eli Young Band (requested 90-minute set)
Fireworks to follow the headlining performance

Fiscal Impact

Fiscal Year: na
Acct Code:

Source of Funds (Operating/Capital/Bonds):
Funds Budgeted Y/N:
Amount Needed:
Fiscal Impact (Additional Information):

CITY COUNCIL MEETING 4. a.

Meeting Date: 04/09/2026
Subject: Zoning Map Amendment from Freeway Commercial To Planned Unit Development
Prepared for: Martin Scribner, Planning and Development Services
Prepared by: Talbert Jackson, Planning and Development Services
Department: Planning and Development Services

Information

ITEM

Conduct a public hearing to amend the official zoning map to rezone approximately 20.36 acres located at 1301 East Interstate Highway (IH) 10, from Freeway Commercial (FC) to a Planned Unit Development (PUD) Zoning District.

PREFACE

The applicant is requesting to rezone approximately 20.36 acres of land, legally described as Lot 2, Block 1 of the QT 79646 Addition, Harris County, Texas, from Freeway Commercial (FC) to Planned Unit Development (PUD). The subject property is currently undeveloped and is zoned Freeway Commercial (FC). The applicant proposes to rezone the property to Planned Unit Development (PUD) with General Commercial (GC) as the base zoning district. The proposed PUD includes modifications to the underlying zoning standards as outlined in the submitted PUD.

Fiscal Impact

Fiscal Year:
Acct Code:
Source of Funds (Operating/Capital/Bonds):
Funds Budgeted Y/N:
Amount Needed:
Fiscal Impact (Additional Information):
N/A

Fiscal Year:
Acct Code:
Source of Funds (Operating/Capital/Bonds):
Funds Budgeted Y/N:
Amount Needed:
Fiscal Impact (Additional Information):
No fiscal impact.

Attachments

Application and Supporting Documents
Vicinity Map
Zoning Map
Future Land Use Map
Proposed Zoning Map
Staff Report

Planned Unit Development
Application and Applicant Statement

Application Date: January 9, 2026

Plan Number: ZP26010006

Requested Action: To create Planned Unit Development (PUD) with General Commercial (GC) Designated as the base zoning district to develop a business park.

Applicant: Ethan Harwell 11233 Shadow Creek Parkway, Suite 450, Pearland, Texas 77584 (512) 580-5803

Owner: QT South, LLC 2007 Sam Bass Road, Suite 100, Round Rock, Texas 78681 (602) 317-7626

Pre-application Number: ZM25120258

Property Legal Description: Lot 2, Block 1 of the QT 79646 Addition

Acres: 20.36

Current Zoning: Freeway Commercial (FC)
Proposed Base Zoning: General Commercial (GC)

Applicant Statement

1. **Explain how the request complies with the applicable standards of the City's Code, the Unified Land Development Code (ULDC), and any applicable county, state, or federal requirement.**

The proposed Creation Planned Unit Development (PUD) is designed to comply with all applicable standards of the City of Baytown's Code, the Unified Land Development Code (ULDC), and relevant county, state, and federal requirements. The PUD adopts General Commercial (GC) as its base zoning district and specifically references compliance with ULDC Section 2.25, ensuring all development standards are met unless otherwise modified within the PUD. Permitted uses, dimensional standards, parking, landscaping, and pedestrian access are all detailed to align with ULDC requirements, with modifications clearly identified and justified.

2. **Explain how the request conforms to any associated prior approval for the development.**

The PUD is located on Lot 2, Block 1, of the QT 7946 Addition, as recorded in Harris County records (File No. RP-2024-156576). The application and development plan are consistent with prior platting and approvals for the property, ensuring continuity with previously established boundaries and entitlements.

3. **Explain how the request is consistent with the Comprehensive Plan and other adopted plans of the City.**

The PUD supports the City's Comprehensive Plan by facilitating a business park that encourages economic growth, commercial development, and enhanced connectivity. The inclusion of greenspace and trail systems aligns with the City's goals for public amenities

and quality site design, while the project's location along the I-10 corridor supports the extension of regional development strategies.

4. Explain how the request promotes the purposes of the ULDC.

In reference to the Sec. 2.25,A. of the ULDC, by permitting additional uses beyond the standard General Commercial (GC) zoning (such as contractor's shops, equipment sales, and light industrial uses), the PUD responds to market needs and encourages business variety. The site also promotes the purpose through:

- Allowing a flexible mix of commercial, retail, office, and light industrial uses.
- Ensuring quality design through architectural standards, landscaping, and screening.
- Providing open space and pedestrian amenities that enhance the public realm.

5. Explain how the request provides adequate infrastructure.

It ensures safe and efficient vehicle and pedestrian circulation, adequate parking and loading, reliable utilities and drainage, meaningful open space, and enhanced landscaping. Each element is referenced to the applicable ULDC section throughout the PUD document, demonstrating clear compliance and a commitment to quality development.

The development plan addresses infrastructure needs by:

- Coordinating access points and cross-access drives among buildings.
- Providing sidewalks and pedestrian connections as required by the ULDC.
- Ensuring adequate parking, loading, and utility provisions to support all permitted uses.

6. Explain how the request is compatible with surrounding area.

The PUD is compatible with adjacent commercial and industrial uses along the I-10 corridor. The design incorporates landscaping, screening, and open space to buffer and integrate with neighboring properties, while the mix of uses complements the area's development pattern.

7. Explain how the request Advances normal and orderly development and improvement of the surrounding properties.

By establishing clear standards for land use, design, and infrastructure, the PUD promotes orderly and phased development. The project supports the ongoing improvement of the I-10 corridor and surrounding properties, serving as an anchor for future commercial growth.

8. Explain the changed conditions on the subject property or in its vicinity.

Recent infrastructure improvements and increased commercial demand along the I-10 corridor have created new opportunities for development. The PUD responds to these changed conditions by providing a flexible framework that accommodates evolving market needs and infrastructure enhancements.

9. Explain how the request mitigates adverse impacts of the use and development of land on the natural or built environment.

The PUD includes robust landscaping, screening, and open space requirements to mitigate visual and environmental impacts. Stormwater management and traffic circulation are addressed through site design and coordination with public infrastructure, minimizing adverse effects on the natural and built environment.

10. Explain how the request addresses community need.

The PUD addresses community needs by creating a business park that supports job creation, economic vitality, and public amenities such as greenspace, trails, and sidewalks. The flexible design allows for a variety of commercial uses, meeting the needs of both businesses and residents.

QuikTrip Corporation

AUSTIN DIVISION
2007 Sam Bass Rd
Suite 100
Round Rock, TX 78681

March 13, 2026

City of Baytown Planning & Zoning Commission
2401 Market Street
Baytown, TX 77520

Re: **Creation Planned Unit Development**
Letter of Support

To Whom It May Concern:

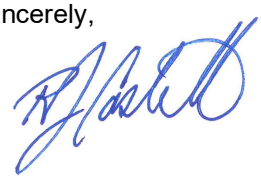
As the current landowner and neighbor to the west, QT South, LLC (QuikTrip) is pleased to support the rezoning requested in Application ZP26010006.

The proposed Planned Unit Development and General Commercial zoning for the Business Park is a great fit for the site. We find the planned uses to be highly compatible with our future Travel Center and look forward to the natural synergies that will develop between our two projects.

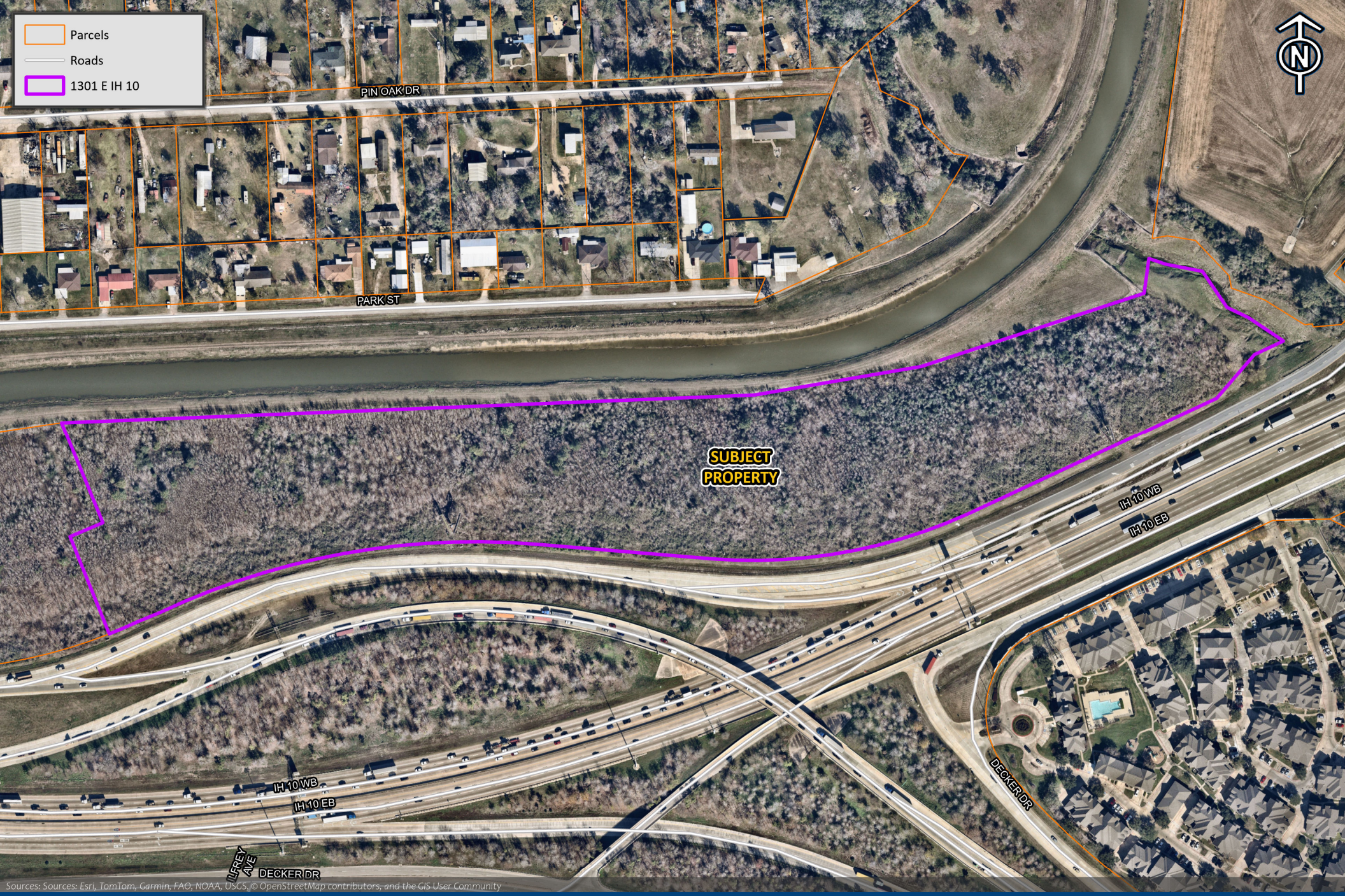
It has been a pleasure working with Taylor Mitcham, Ethan Harwell, and the Creation and Kimley-Horn teams. Their collaborative approach with the City and the community is clear, and we are confident they will be excellent stewards of this area of the City.

We are excited to see this project move forward and welcome the positive growth it will bring to the community.

Sincerely,



Robert Costello
Real Estate Project Manager
QuikTrip Corporation – Austin Division



Sources: Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Planned Unit Development

Vicinity Map

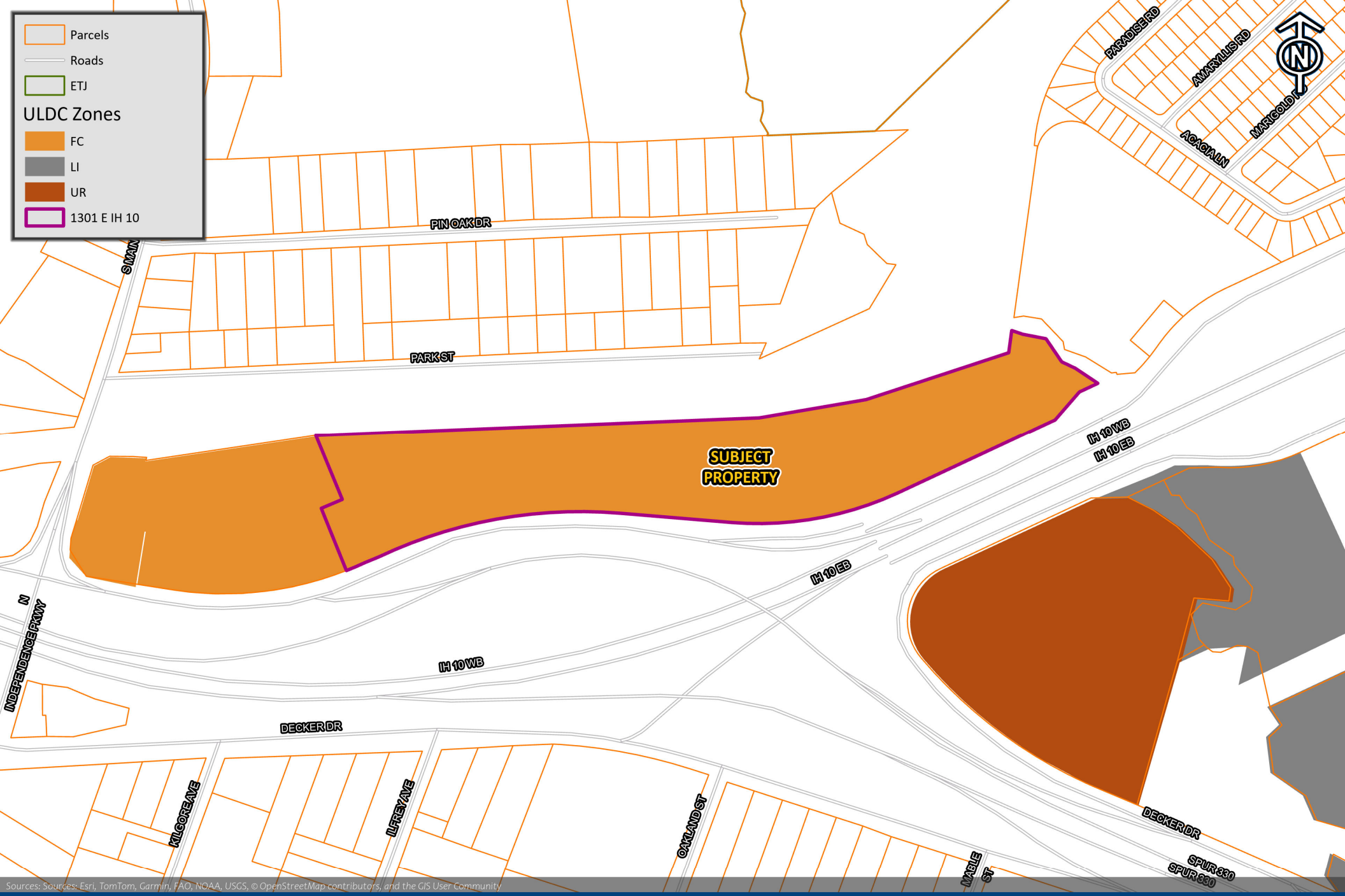
1301 E IH 10

Approx. 20.36 acres

0 0.02 0.04 0.06 0.08 Miles

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.

Date: 2/18/2026



Sources: Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Planned Unit Development

Current Zoning Map

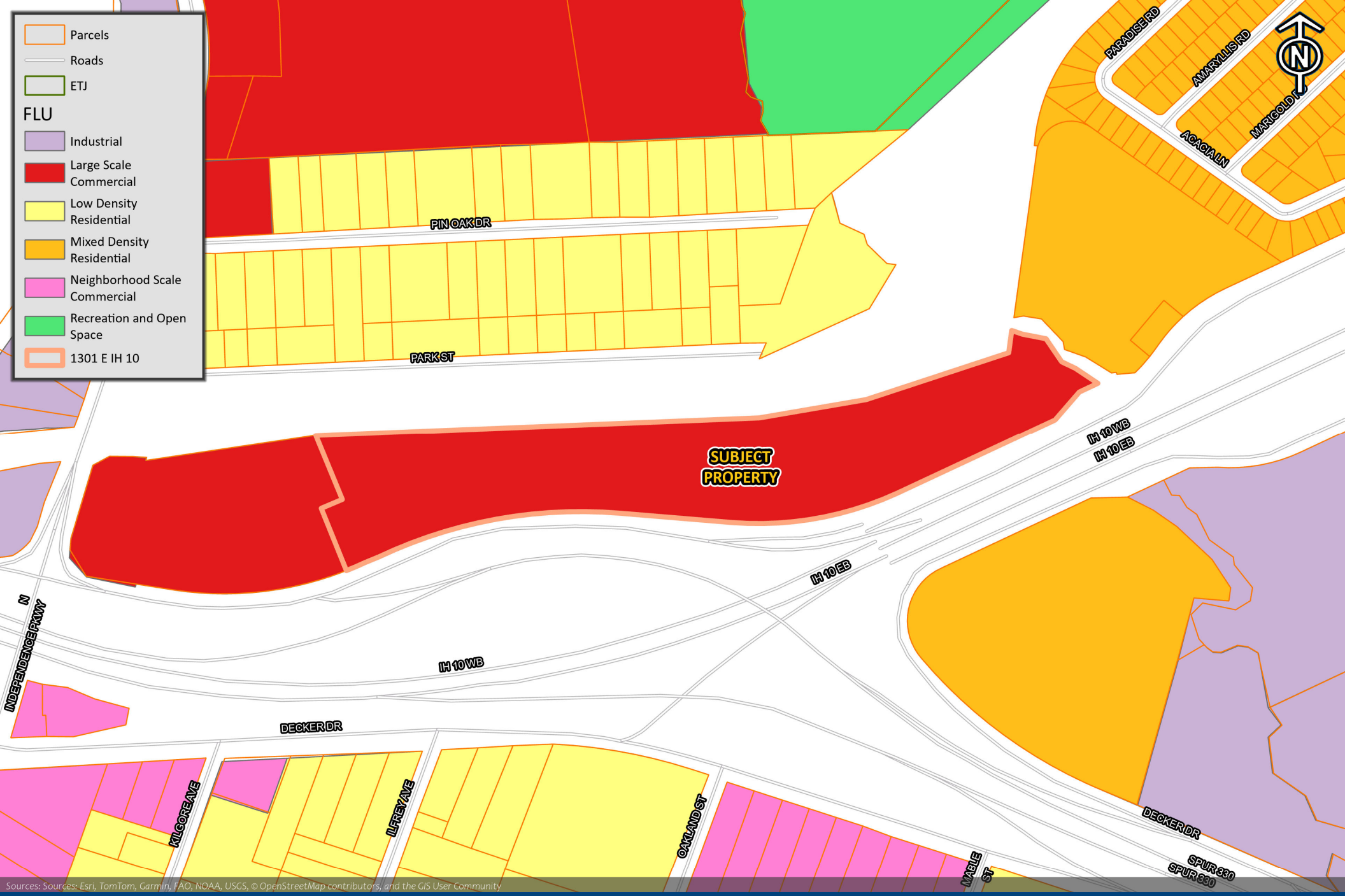
1301 E IH 10

Approx. 20.36 acres

0 0.03 0.06 0.09 0.12 Miles

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Date: 2/18/2026



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Planned Unit Development

Future Land Use Map

1301 E IH 10

Approx. 20.36 acres

0 0.03 0.06 0.09 0.12 Miles

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Date: 2/18/2026



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Planned Unit Development

Proposed Zoning Map

1301 E IH 10

Approx. 20.36 acres

0 0.03 0.06 0.09 0.12 Miles

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.

Date: 2/18/2026

City of Baytown

Planning and Zoning Commission
Report to City Council

DATE: April 9, 2026
TO: City Council
FROM: Planning and Zoning Commission

RE: Create a Planned Unit Development (PUD) with General Commercial (GC) designated as the base zoning district to develop Creation Planned Unit Development.

This report is required to be submitted to the City Council by the Planning and Zoning Commission per Section 7.23 of the Unified Land Development Code, Baytown Code of Ordinances. This report also serves as the final report to be used by the Council in its consideration of the amendment as set forth in Section 7.2 of the Code.

Applicant: Ethan Harwell, Kimley-Horn

Public Notification: On March 5, 2026, notice was published in the *Baytown Sun*; on March 4, 2026, notice was posted on the City of Baytown website and at City Hall; on March 4, 2026, signs were posted on the subject property; and 20 notices were mailed to property owners within 300 feet of the subject property on March 5, 2026

Subject Property: Approximately 20.36 acres, located at 1301 E IH 10, Harris County, Texas, (Harris Parcel Number(s) 1477320010002)

Parcel Information:
Current Use: Vacant
Proposed Use: Planned Unit Development
Future Land Use (FLU): Large-Scale Commercial

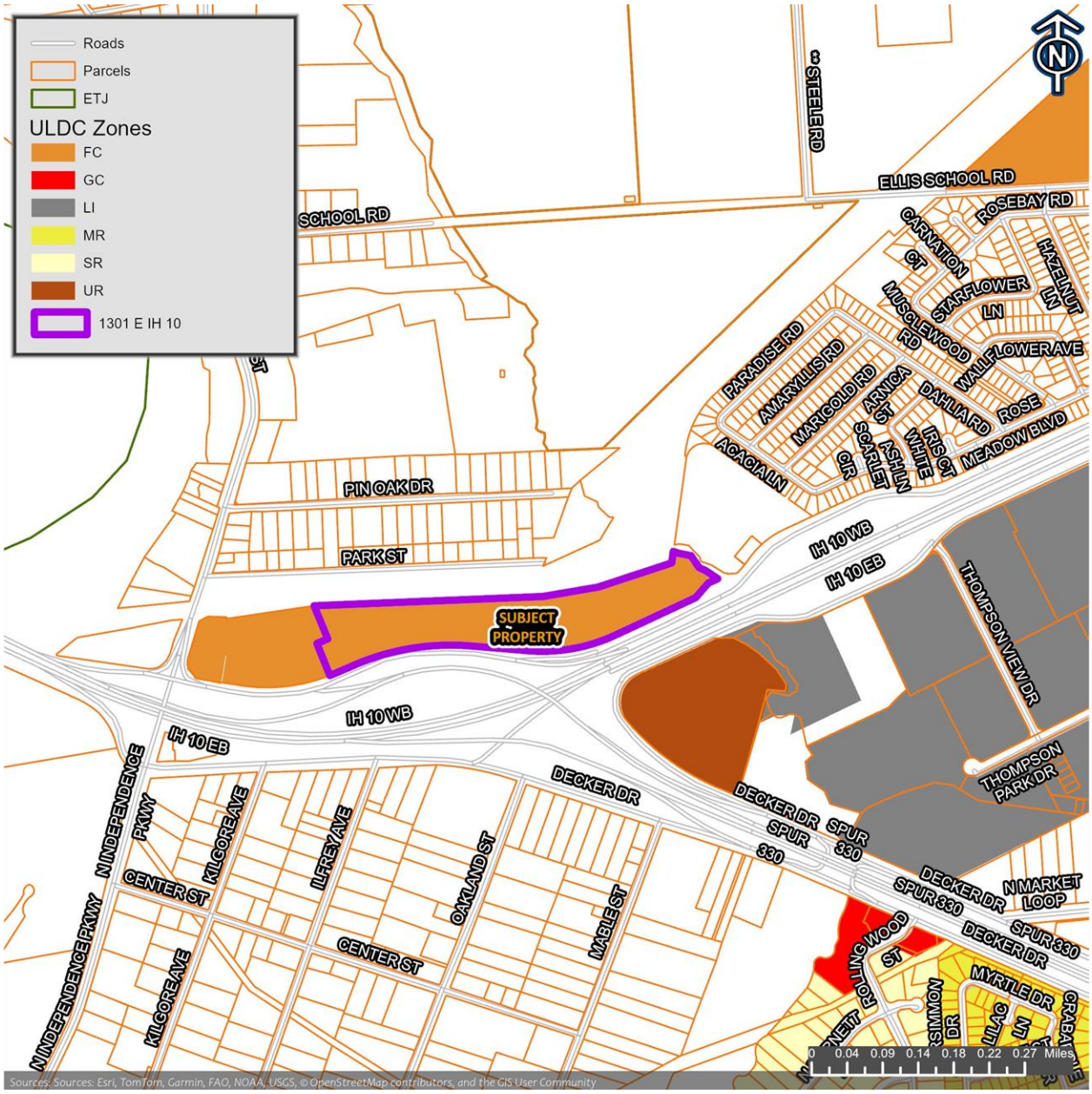
Adjacent Parcel Information:
North: Extraterritorial Jurisdiction (ETJ)
South: Extraterritorial Jurisdiction (ETJ), Urban Residential (UR), and Light Industrial (LI)
East: Extraterritorial Jurisdiction (ETJ)
West: Freeway Commercial (FC)



Vicinity Map

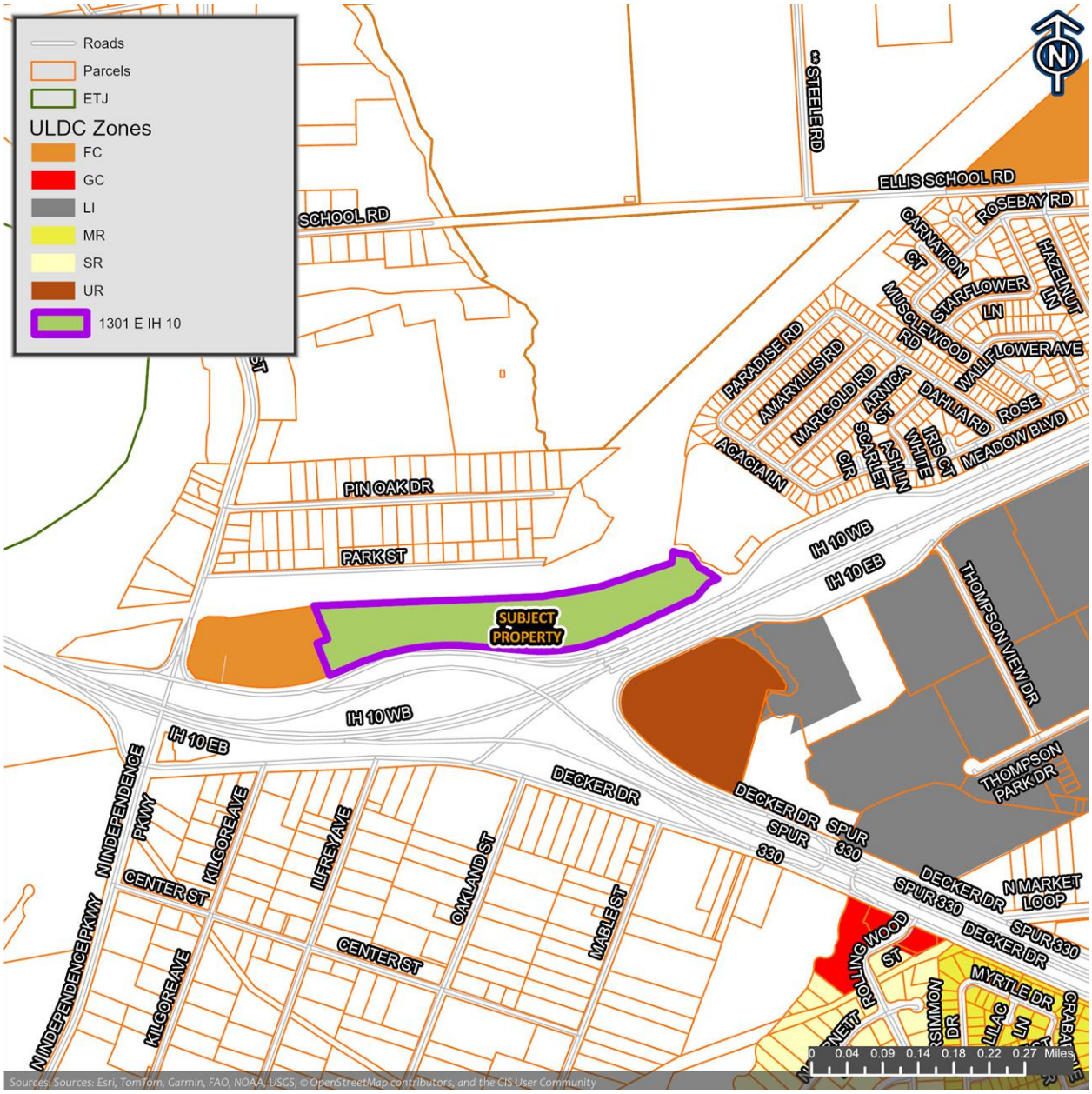
Staff Analysis:

The subject property is located east of the 2023 annexation and rezoning of property located at 1001 E IH 10 which are both owned by QT South LLC. The application for the subject property was submitted December 10, 2025. City Staff collaborated with the applicant to produce the Planned Unit Development (PUD) agreement for the property. This analysis is based upon the collaborative efforts of staff and the applicant to produce the proposed PUD for consideration.



Current Zoning Map

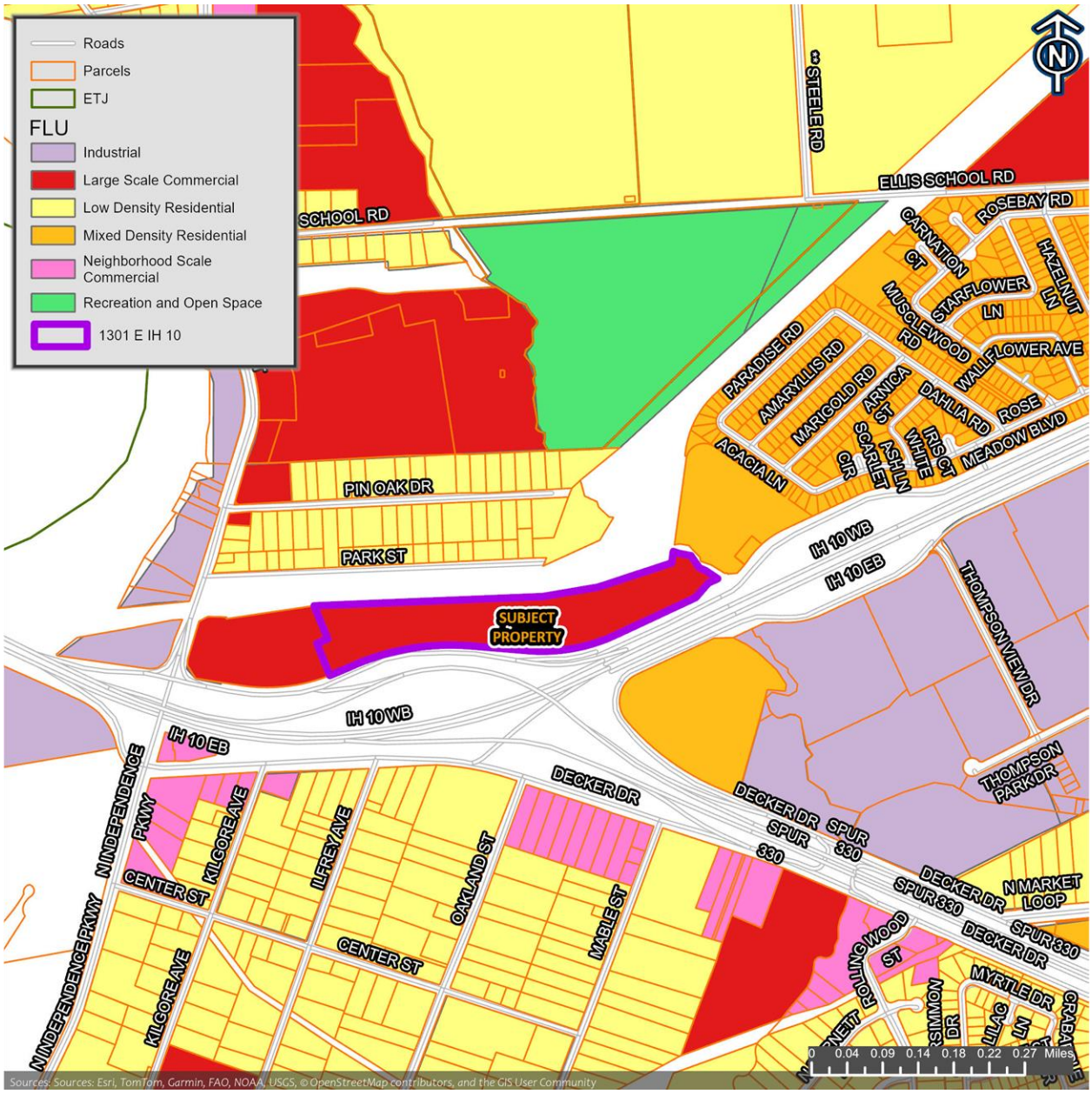
The applicant is requesting to rezone property located north of Interstate 10 and East of North Independence Parkway from a Freeway Commercial (FC) district to a Planned Unit Development (PUD) district in order to develop a business park serving retail, office, showroom, and the vacant site with a mix of commercial and light industrial uses. A Planned Unit Development is being proposed for this site to ensure compliance with good zoning and development standards while allowing for departures from the strict provisions of specific zoning regulations (Sec. 2.25, Unified Land Development Code).



Proposed Zoning Map

The development of commercial and light industrial uses is mostly consistent with the Future Land Use Map (FLUM), and given the commercial and light industrial nature of the proposed project, with consideration of Interstate Highway 10 and coastal/canal separation from residential property, it is consistent with the current land use in the area.

The subject property is located along a one-way road to which ingress and egress will primarily be right-in, right-out. Access to Interstate 10 will be achieved by traveling west along the one-way road. A Traffic Impact Analysis (TIA) will be required. Additionally, Texas Department of Transportation (TxDOT) approval will be required as it relates to proposed TxDOT project named "I-10 at San Jacinto Bridge Reconstruction;" project refence number CSJ: 0508-01-379. The applicant has provided a modified Preliminary Site Plan that illustrates an approximate 2.61-acre reduction of the southern property line to accommodate the proposed roadway work.



FLU Map

The Preliminary Site Plan (see below) includes a series of buildings oriented along the parcel's curvilinear shape. A second preliminary site plan is provided should the TxDOT roadway modification occur. The applicant intends to allow the entire property to incorporate proposed commercial and light industrial uses by not having specific uses limited to designated areas of the property. The proposed site includes inter-parcel connectivity, two amenity areas, sidewalks, and considerations for branding within the city's Baytown Gateway Zone.

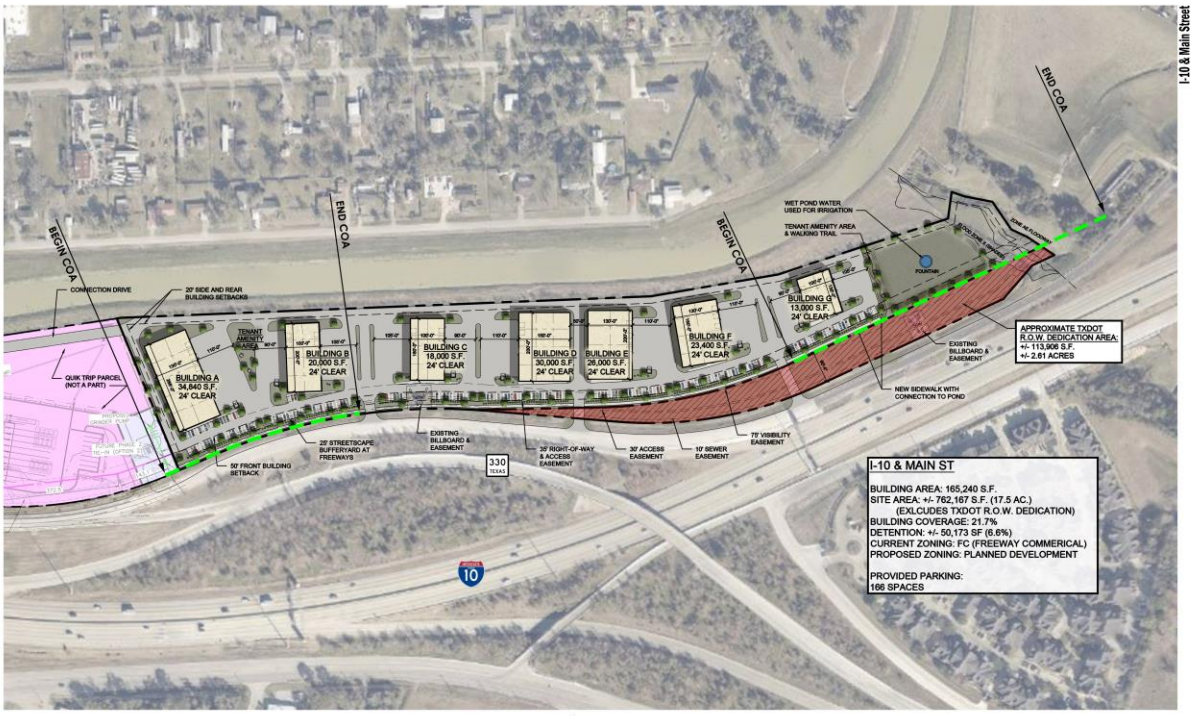
The PUD process allows for a negotiation between the City and the developer to compromise on those zoning standards that are difficult to meet due to the uniqueness of the project while providing a high level of development standards. Staff finds that the project generally conforms to the standards of the newly-adopted ULDC revision. The following comments are grouped based on the sections in the document that were negotiated between the applicant and staff.



I-10 & Main Street Baytown, Texas 2026 . 02 . 10 | LGE DESIGNBUILD | PRELIMINARY SITE PLAN | 1"=100'-0" | CREATION

This artist rendering is for conceptual design only, was done without benefit of a survey and should not be referred to as a construction document.

Site Plan



I-10 & Main Street Baytown, Texas 2026 . 02 . 16 | LGE DESIGNBUILD | PRELIMINARY SITE PLAN | 1"=100'-0" | CREATION

This artist rendering is for conceptual design only, was done without benefit of a survey and should not be referred to as a construction document.

Site Plan

Land Uses:

The applicant intends to allow for all permitted uses listed within the General Commercial Zoning District of the Unified Land Development Code (ULDC) with the inclusion of additional uses. Table E.1, provided below, lists proposed uses as a comparison among zoning districts. E.1 provides the proposed uses in the rightmost column with heading "Proposed PUD Standard."

Table E.1 – Permitted Use Standards			
	FC District Standard (Current)	**GC District Standard (Base zoning)**	**Proposed PUD Standard**
Use Standards – Section 2.3			
All GC Uses	-	Permitted	Permitted
Bulk Storage	Not Permitted	Not Permitted	Permitted
Contractor's Shop and/or Service Yard	(L) Permitted	(L) Permitted	Permitted
Equipment Sales and Rental Facilities	(L) Permitted	(L) Permitted	Permitted
Fabrication and Assembly (Light)	Not Permitted	Not Permitted	Permitted
Food Processing	Not Permitted	Not Permitted	Permitted
Outdoor Storage Yard (as accessory use to a primary use conducted indoors)	Not Permitted	Not Permitted	Permitted
Research, Testing, and Development Laboratory[1]	Not Permitted	Not Permitted	Permitted
Shipping Container	Not Permitted	Not Permitted	(L) Permitted
Specialty Equipment and Bulk Materials Sales and Service	Not Permitted	Not Permitted	Permitted
Supply House	Not Permitted	(L) Permitted	(L) Permitted
Vehicle and Boat Sales, Rental, and Leasing	(L) Permitted	(L) Permitted	Permitted

Dimensional Standards:

Table F.1, provided below, compares dimensional standards for FC and GC zoning districts wherein the proposed PUD standards are in the rightmost column. Table F.1 serves to place the PUD in close conformity to the General Commercial Zoning District dimensional standards with

two deviations – a ten percent increase in lot coverage, and a five percent decrease in minimum civic and open space. Both of which are a five percent increase and a ten percent decrease, respectively, under current Freeway Commercial Zoning District (FC) standard.

Table F.1 – Dimensional Standards			
	FC District Standard – Commercial	**GC District Standard**	**Proposed PUD Standard**
Nonresidential District Dimensional Standards - Sec. 2.23 Subsec. 2.23-3 & Subsec. 2.23-4			
Lot Area, minimum	20,000 sq. ft.	10,000 sq. ft.	10,000 sq. ft.
Lot Coverage, maximum	80%	75%	**85%**
Minimum Civic and Open Space Requirement	15%	10%	**5%**

Building and Site Design:

Table G.1serves to reduce building sizes, remove possible loading docks from view, and provide amenities for the project site:

1. The cumulative gross floor area of all buildings within the PUD may not exceed more than 250,000 square feet. The total square footage in the PUD must be divided among at least six buildings with a maximum gross floor area of 50,000 square feet each.

2. No loading docks may directly face I-10.

3. The minimum civic and open space requirement of Table F.1 shall be met through the provision of an open greenspace called out as the “Tenant Amenity Area” on the Site Plan which shall be green spaces programmed for the enjoyment of tenants. A walking trail shall be provided adjacent to the wet pond.

Table G.1 – Building and Site Design Standards	
GC and FC District – Commercial Standard	**Proposed PUD Standard**
Gross Square Footage	
No standards exist.	Maximum 250,000 square feet, divided among minimum of six buildings.
Loading Dock Orientation	
No standards exist.	No loading docks to face I-10.
Civic and Open Space Requirement	
Design standards are established that dictate the amount and form of open space not the required programming. (Section 2.27)	Civic space shall be programmed as a “Tenant Amenity Area” and walking trail.

Parking, Loading, Stacking, and Access:

Table H.1, proposes no deviations from requirements, but is shown to highlight the intent to solidify these requirements should conditions of the ULDC change over time.

Table H.1 – Parking, Loading, Stacking, and Access	
GC and FC District Standard (Commercial)	**Proposed PUD Standard**
Parking	
Parking standards established. (Section 3.32)	No deviation proposed. Parking shall meet ULDC standards.
Off Street Loading	
A certain number of off-street loading requirements shall be provided based on the square footage of Section 3.36 requirements	No deviation proposed. Off-street loading shall meet ULDC standards.
Cross Access Drives	
No standards to require cross access exist in the code. (Section 3.38)	Cross access will be required for all lots within the PUD to reduce the number of driveways.
Pedestrian Circulation	
A minimum 5-foot wide sidewalk shall be provided along the site frontage. (Section 4.26)	No deviations proposed. Sidewalk will meet minimum standards.
A pedestrian path from the public sidewalk to the building entrance shall be provided with an all-weather surface. (Section 3.24.D.1)	The pedestrian path connecting the buildings to the public sidewalk shall also connect to the parking areas and be ADA accessible.
Parking lots with more than 50 spaces must provide a pedestrian path, minimum 6-feet wide with 10-foot clear zone, that connects the parking area to the adjacent public street sidewalk and abutting land uses. (Section 3.33.D)	

Landscape Buffering

Table I.1 provides overall screening and consideration for the preservation of existing trees:

1. The Foundation Plantings of ULDC Section 3.42.A shall be provided on each building within the PUD.
    a. No foundation plantings shall be required on the rear of the proposed buildings (the north façade) facing the adjacent drainage channel.

b. No foundation plantings shall be required on the sides of buildings with loading docks. Foundation plantings that would be required along building facades where there are loading docks shall be located elsewhere in the front yard of the site to soften the view of the Site from I-10.

2. Parking Lot Landscape shall be provided as required in ULDC 3.42.B.
    a. 30% of the required parking lot landscaping shall be located within the parking lot as an island or as a peninsula in order to be applied towards the landscaped requirements of this Section. The remaining landscaping may be located outside of the parking but must be located forward of the rear building line of the primary structure and be visible from the public street.
    b. Credit toward this requirement may be given to plantings located on the perimeter of the parking lot including those plantings used for loading dock screening.

3. Screening requirements of ULDC 3.36.D.7 for non-enclosed off-street loading areas shall be modified as follows:
    a. Loading docks shall be screened from the view of the I-10 Frontage Road by a continuous row of evergreen shrubs at least 6-feet in height at maturity. Plantings should be placed so that view of loading docks, overhead doors, and truck courts are minimized from view from the I-10 Frontage Road.
    b. Loading docks on all buildings shall be screened from view from Park Street, across the ±200-foot wide drainage channel, and by a row of shade trees spaced 60-feet on-center along the truck court.

4. Tree Preservation and mitigation shall be provided as required by ULDC
    a. The developer shall preserve existing trees, as possible.

Table I.1 – Parking, Loading, Stacking, and Access	
GC and FC District Standard (Commercial)	**Proposed PUD Standard**
Foundation Plantings	
Foundation plantings required along all sides of a building at a certain ratio. (Section 3.42.A)	Foundation plantings from walls with loading docks to be relocated throughout site visible from I-10. No foundation plantings required on north facing facades which face the drainage ditch. Planting that would have otherwise been placed around the foundation where loading docks are proposed shall be placed in the street yard within view of I-10.
Parking Lot Landscape Requirements – Section 3.42.B	
50% of the parking lot landscape must be within island or peninsula. (Section 3.42.B)	30% of the parking lot landscape must be within island or peninsula to provide additional room for vehicles to maneuver the site.
Screening Requirements – Section 3.36.D.7	
No screening requirements for loading docks is prescribed. (Section 3.36.D.7)	Loading docks shall be screened by vegetation so that they are not viewed from I-10 or from Park Street. Docks seen from I-10 shall be screened by min. 6-feet tall evergreen shrubs. Docks seen from

	Park Street shall be screened by shade trees planted at regular intervals.
Tree Preservation	
No required minimum number of trees must be saved. (Section 3.43)	Developer shall save certain trees which may benefit the project, as possible.

Signage

1. A pylon sign may be permitted in the PUD as outlined below.
    a. The maximum sign area shall be 300-square feet. Area required to accommodate specific messaging related to the PUD's location along I-10 – the gateway to Baytown – shall not be included in the maximum sign area calculation. The messaging should include the phrase, "Thank you for visiting Baytown!" or other similar message at the top of the sign.
    b. The maximum height shall be 42.5-feet.
    c. One sign is permitted along the I-10 frontage.
2. A monument sign shall be permitted according to the standards of the GC district.
    a. Area required to accommodate specific messaging related to the PUD's location along I-10 – the gateway to Baytown – shall not be included in the maximum sign area calculation. The messaging should include the phrase, "Thank you for visiting Baytown!"

Table J.1 – Signage	
GC / FC District Standard (Commercial)	**Proposed PUD Standard**
Pylon Sign – Section 3.64.D	
No pylon sign is permitted in the GC district. A pylon sign is permitted in the FC district. (Table 3.64.2)	A pylon sign will be permitted in this PUD to the standards of the FC district. The sign shall include gateway messaging to welcome visitors to Baytown. Area on the sign used for is gateway messaging shall be in addition to the area permitted for the commercial messaging on the pylon sign.
Monument Sign – Section 3.64.D	
A monument sign is permitted in the GC and FC districts. (Table 3.64.2)	A monument sign shall be permitted in the PUD but shall include gateway messaging to welcome visitors to Baytown and the development name. Area on the sign used for is gateway messaging shall be in addition to the area permitted for the commercial messaging on the monument sign.

In order to recommend approval of an application for a zoning amendment, the Planning and Zoning Commission shall consider the following factors:

1. Complies with the applicable standards of the City's Code, the ULDC, and any applicable county state, or federal requirement.

The proposed map amendment will rezone the subject property from Freeway Commercial (FC) to Planned Unit Development (PUD). The proposed PUD negotiates standards of the City Code and the Unified Land Development Code (ULDC) that are proposed to closely comply with applicable requirements. Tables provided above illustrate proposed deviations.

2. Conforms to any associated prior approval for the development.

This proposed map amendment to PUD will initiate development requirements for the property.

3. Is consistent with the Comprehensive Plan and other adopted plans of the City.

The proposed zoning map amendment is generally consistent with Goal LUD2, of the city's 2040 Comprehensive Plan – a focus on quality development expectations for both new development and redevelopment. The Future Land Use Map designates the subject site as Large-Scale Commercial. Cumulative gross floor area of all buildings within the PUD may not exceed more than 250,000sqft.

The proposed project incorporates a base zoning district of General Commercial (GC) that allows for light industrial uses including offices, retail sales, showrooms, storage, and manufacturing. Proposed building designs are enhanced, protects against possible depreciation by way of blight, protects the general character of the intended large-scale commercial future land use, provides consideration for the preservation of trees where feasible, and provides for economic opportunities.

4. Promotes the purposes of the ULDC.

The proposed map amendment does not detrimentally affect health, safety, or general welfare. The property is bordered to the north by a canal, to the south by a major arterial road and expressway, that aids in separating the subject site from other uses. Proposed buildings have been negotiated to quantity and size limitations. Additional considerations for trees, vegetation, flood plains, stream corridors, and views were considered in the creation of the proposed PUD.

5. Provides adequate infrastructure.

Public utilities are located along the southern property line. Sidewalks, tenant amenity areas, and a trail are proposed for the subject site in addition to an inter-parcel connection drive linking the western property.

6. Is compatible with surrounding area.

The development of commercial and light industrial uses is mostly consistent with the Future Land Use Map (FLUM) and, given the commercial and light industrial nature of the proposed project, with consideration of Interstate Highway 10 and canal separation from residential property, and proximity to additional property zoned light industrial, it is consistent with the current land use in the area.

7. Advances normal and orderly development and improvement of the surrounding properties.

The proposed PUD is intended to advance the normal and orderly development and improvement of the surrounding area by providing commercial and manufacturing space on property that is

undeveloped. Additionally, through collaborative negotiations between staff and the applicant, considerations for a Baytown Gateway feature will be provided.

8. There are changed conditions on the subject property or in its vicinity.
The proposed zoning map amendment was requested by the applicant to facilitate the development of the proposed business park that supports additional uses that are conducive to manufacturing. Those conditions are detailed in the proposed PUD as they address uses, dimensional standards, building and site design, parking, loading, stacking, access, landscaping and buffering.

9. Mitigates adverse impacts of the use and development of land on the natural or built environment.
With consideration of building size, permissible uses, and proximity to areas of sensitivity, the proposed PUD makes use of undeveloped land within the Baytown Gateway area. The proposed map amendment does not have a negative effect on the natural or built environment as considerations were made to avoid the potential of such risk. The purpose of the zoning map amendment is to allow for additional uses and concessions that would allow for the proposed business park to be successful.

10. Addresses community need.
The proposed map amendment promotes the intent of large-scale commercial development compatible with the developer's intended goals while investing in the City of Baytown. Additionally, the PUD regulates the development of land that may otherwise remain vacant. Staff has continued to see an increase in demand for this type of use. That demand is expected to continue in the near future.

Staff Recommendation:
Staff recommends approval of the proposed zoning map amendment changing the current zoning from Freeway Commercial (FC) to Planned Unit Development (PUD) with a base General Commercial (GC) zoning district.

Planning and Zoning Recommendation:
Members of the Planning and Zoning Commission voted to approve the zoning map amendment changing the current zoning from Freeway Commercial (FC) to Planned Unit Development (PUD) with a base General Commercial (GC) zoning district.

Donna Winfrey, Chairperson
City of Baytown, Texas
Planning and Zoning Commission

EXHIBIT A

CREATION PLANNED UNIT DEVELOPMENT

Date Prepared: March 9, 2026

Prepared By:

Kimley»Horn
11233 Shadow Creek Pkwy Suite 450
Pearland, TX 77584

Prepared For:

CREATION RE PE
1280 E. Levee Street
Dallas, TX 75207

EXHIBIT A
DEVELOPMENT PLAN

A. Property

The Creation Planned Unit Development is generally located on the northeast intersection of I-10 and S Main Street between Park St. and I-10 Frontage. It consists of approximately 20.36-acres being Lot 2, Block 1, of the QT 7946 Addition recorded in File No. RP-2024-156576 of the Official Public Records of Harris County, Texas.

B. Purpose & Intent

The Creation Planned Unit Development will facilitate the development of a business park serving retail, office, showroom, distribution, and manufacturing uses. This business park will serve as an anchor for commercial development along the I-10 corridor. The standards proposed in this PUD aim to benefit the public by permitting a variety of commercial uses within the PUD, to create an attractive appearance from the I-10 corridor, and to guarantee quality site design.

C. Applicability & Base Zoning

1. In accordance with ULDC Section 2.25.D all development of the property shall conform to the standards of a base zoning district except as modified within this PUD. The base zoning for each district for this PUD shall be General Commercial (GC).

D. Conceptual Plan

1. A Conceptual Land Use Plan has been attached to this Development Plan as Exhibit A that illustrates the land use and design intent for the property. The Conceptual Land Use Plan is intended to serve as a guide to illustrate the general vision and design concepts and is not intended to serve as a final document. Approval of this PUD, Development Plan, and Conceptual Land Use Plan does not constitute approval of a Site Development Plan as required by Article 7 of the ULDC.
2. Future right-of-way or easement acquisition by the Texas Department of Transportation, Harris County, the City of Baytown or other government agency shall not require revision to this Conceptual Land Use Plan or the other terms of this PUD. Future right-of-way or easement acquisition shall not waive any enhancements or stipulations stated in this PUD.

E. Permitted Uses

1. This PUD shall comply with the Consolidated Use Tables in ULDC Section 2.31.
2. All uses permitted in the General Commercial (GC) zoning district are permitted within the PUD.
3. Associated office, retail sales, storage, and showrooms are allowed in association with the permitted uses listed below in Table E.1.
4. All Limited Uses, noted as (L) Permitted in Table E.1 below are subject to the conditions established in ULDC Subsection 2.33 for that use.
5. In addition to the uses permitted in the GC district, the following uses outlined in Table E.1 shall be permitted within this PUD:

Table E.1 – Permitted Use Standards			
	FC District Standard (Current)	**GC District Standard (Base zoning)**	**Proposed PUD Standard**
Use Standards – Section 2.3			
All GC Uses	-	Permitted	Permitted
Bulk Storage	Not Permitted	Not Permitted	Permitted
Contractor's Shop and/or Service Yard	(L) Permitted	(L) Permitted	Permitted
Equipment Sales and Rental Facilities	(L) Permitted	(L) Permitted	Permitted
Fabrication and Assembly (Light)	Not Permitted	Not Permitted	Permitted
Food Processing	Not Permitted	Not Permitted	Permitted
Outdoor Storage Yard (as accessory use to a primary use conducted indoors)	Not Permitted	Not Permitted	Permitted
Research, Testing, and Development Laboratory[1]	Not Permitted	Not Permitted	Permitted
Shipping Container	Not Permitted	Not Permitted	(L) Permitted

Specialty Equipment and Bulk Materials Sales and Service	Not Permitted	Not Permitted	Permitted
Supply House	Not Permitted	(L) Permitted	(L) Permitted
Vehicle and Boat Sales, Rental, and Leasing	(L) Permitted	(L) Permitted	Permitted
Vehicle Service and Repair	Permitted	Permitted	Permitted
Welding, Tool Repair or Machine Shop	Not Permitted	Not Permitted	Permitted
Wholesale Establishment (with or without warehouse)	Not Permitted	Not Permitted	Permitted
Associated Office and Storage	Not Permitted	Not Permitted	Permitted
Associated Retail Sales Related to the Primary Use	Not Permitted	Not Permitted	Permitted
Associated Showroom	Not Permitted	Not Permitted	Permitted

[1]Research, Testing, and Development Laboratories are limited to research and development, testing, assembly, repair, and manufacturing in the following industries: biotechnology, pharmaceuticals, medical instrumentation or supplies, communications, energy production, and information technology, electronics and instrumentation, and computer hardware and software. This use shall exclude high-intensity activities that may pose environmental risks. All operations shall occur indoors and comply with applicable environmental regulations and shall not result in adverse impacts to air, soil, water quality, or become a nuisance as defined by the City of Baytown.

F. Dimensional Standards

1. The Dimensional Standards within the PUD shall comply with those standards listed below in Table F.1.

Table F.1 – Dimensional Standards			
	FC District Standard – Commercial	**GC District Standard**	**Proposed PUD Standard**
Nonresidential District Dimensional Standards - Sec. 2.23 Subsec. 2.23-3 & Subsec. 2.23-4			
Lot Area, minimum	20,000 sq. ft.	10,000 sq. ft.	10,000 sq. ft.
Lot Width, minimum	60 ft.	60 ft.	60 ft.
Lot Coverage, maximum	80%	75%	85%
Building Height, maximum (all uses)	50 ft.	60 ft.	60 ft.
Front Setback, minimum	50 ft.	15 ft.	15 ft.
Street Side Setback, minimum	50 ft.	25 ft.	25 ft.
Interior Side Setback, minimum	20 ft.	5 ft.	5 ft.
Rear Setback, minimum	20 ft.	10 ft.	10 ft.
Minimum Civic and Open Space Requirement	15%	10%	5%

G. Building and Site Design

1. The cumulative gross floor area of all buildings within the PUD may not exceed more than 250,000 square feet. The total square footage in the PUD must be divided among at least six buildings with a maximum gross floor area of 50,000 square feet each.
2. No loading docks may directly face I-10.
3. The minimum civic and open space requirement of Table F.1 shall be met through the provision of an open greenspaces called out as the "Tenant Amenity Area" on Exhibit A which shall be green spaces programmed for the enjoyment of tenants. A walking trail shall be provided adjacent to the wet pond.

Table G.1 – Building and Site Design Standards	
GC / FC District – Commercial Standard	**Proposed PUD Standard**
Gross Square Footage	
No standards exist.	Maximum 250,000 square feet, divided among minimum of four buildings.
Loading Dock Orientation	
No standards exist.	No loading docks to face I-10.
Civic and Open Space Requirement	
Design standards are established that dictate the amount and form of open space not the required programming. (Section 2.27)	Civic space shall be programmed as a "Tenant Amenity Area" and walking trail.

H. Parking, Loading, Stacking, and Access

1. Parking for all uses in the PUD shall be provided according to the minimum requirements in ULDC Table 3.32-1.
2. Off-street loading requirements of Section 3.36 shall be required within this PUD.
3. Cross access drives shall be required between any lot within the PUD. One cross access drive shall be required to the Quik Trip development on Lot 2, Block 1, of the QT 7946 Addition.
4. Pedestrian Circulation
    a. A 5-foot wide sidewalk shall be provided along the frontage of all public roads within the PUD.
    b. Pedestrian connection from the public sidewalk to the buildings shall be provided as required by ULDC Section 3.24.D.1. The connection shall meet ADA requirements.
    c. The pedestrian connections provided under this section shall serve as compliance with the requirements for Pedestrian Pathways of ULDC 3.33.D.

Table H.1 – Parking, Loading, Stacking, and Access	
GC / FC District Standard (Commercial)	**Proposed PUD Standard**
Minimum Parking	
Minimum parking standards established. (Section 3.32)	No deviation proposed. Parking shall meet ULDC standards.
Off Street Loading	
A certain number of off-street loading requirements shall be provided based on the square footage of the (Section 3.36)	No deviation proposed. Off-street loading shall meet ULDC standards.
Cross Access Drives	
No standards to require cross access exist in the code. (Section 3.38)	Cross access will be required for all lots within the PUD to reduce the number of driveways.
Pedestrian Circulation	
A minimum 5-foot wide sidewalk shall be provided along the site frontage. (Section 4.26)	No deviations proposed. Sidewalk will meet minimum standards.
A pedestrian path from the public sidewalk to the building entrance shall be provided with an all weather surface. (Section 3.24.D.1)	The pedestrian path connecting the buildings to the public sidewalk shall also connect to the parking areas and be ADA accessible.
Parking lots with more than 50 spaces must provide a pedestrian path, minimum 6-feet wide with 10-foot clear zone, that connects the parking area to the adjacent public street sidewalk and abutting land uses. (Section 3.33.D)	

I. Landscape and Buffering

1. The Foundation Plantings of ULDC Section 3.42.A shall be provided on each building within the PUD.

a. No foundation plantings shall be required on the rear of the proposed buildings (the north façade) facing a the adjacent drainage channel.
b. No foundation plantings shall be required on the sides of buildings with loading docks. Foundation plantings that would be required along building facades where there are loading docks shall be located elsewhere in the front yard of the site to soften the view of the Site from I-10.

2. Parking Lot Landscape shall be provided as required in ULDC 3.42.B.
    a. 30% of the required parking lot landscaping shall be located within the parking lot as an island or as a peninsula in order to be applied towards the landscaped requirements of this Section. The remaining landscaping may be located outside of the parking but must be located forward of the rear building line of the primary structure and be visible from the public street.
    b. Credit toward this requirement may be given to plantings located on the perimeter of the parking lot including those planting used for loading dock screening.
3. Screening requirements of ULDC 3.36.D.7 for non-enclosed off-street loading areas shall be modified as follows:
    a. Loading docks shall be screened from the view of the I-10 Frontage Road by a continuous row of evergreen shrubs at least 6-feet in height at maturity. Plantings should be placed so that view of loading docks, overhead doors, and truck courts are minimized from view from the I-10 Frontage Road.
    b. Loading docks on all buildings shall be screened from view from Park Street, across the ±200-foot wide drainage channel, a by a row of shade trees spaced 60-feet on-center along the truck court, save for access drives into the truck court.
4. Tree Preservation and mitigation shall be provided as required by ULDC 3.43.
    a. The developer shall endeavor to preserve existing trees, as able.

Table I.1 – Parking, Loading, Stacking, and Access	
GC / FC District Standard (Commercial)	**Proposed PUD Standard**
Foundation Plantings	
Foundation plantings required along all sides of a building at a certain ratio. (Section 3.42.A)	Foundation plantings from walls with loading docks to be relocated throughout site visible from I-10. No foundation plantings required on north facing facades which face the drainage ditch. Planting that would have otherwise been placed around the foundation where loading docks are proposed shall be placed in the street yard within view of I-10.

Parking Lot Landscape Requirements – Section 3.42.B	
50% of the parking lot landscape must be within island or peninsula. (Section 3.42.B)	30% of the parking lot landscape must be within island or peninsula to provide additional room for vehicles to maneuver the site.
Screening Requirements – Section 3.36.D.7	
No screening requirements for loading docks is prescribed. (Section 3.36.D.7)	Loading docks shall be screened by vegetation so that they are not viewed from I-10 or from Park Street. Docks seen from I-10 shall be screened by min. 6-feet tall evergreen shrubs. Docks seen from Park Street shall be screened by shade trees planted at regular intervals.
Tree Preservation	
No required minimum number of trees must be saved. (Section 3.43)	Developer shall endeavor to save certain trees which may benefit the project, as able.

J. Signage

1. A pylon sign may be permitted in the PUD as outlined below.
    a. The maximum sign area shall be 300-square feet. Area required to accommodate specific messaging related to the PUD's location along I-10 – the gateway to Baytown – shall not be included in the maximum sign area calculation. The messaging should include the phrase, "Thank you for visiting Baytown!" or other similar message at the top of the sign.
    b. The maximum height shall be 42.5-feet.
    c. One sign is permitted along the I-10 frontage.
2. A monument sign shall be permitted according to the standards of the GC district.
    a. Area required to accommodate specific messaging related to the PUD's location along I-10 – the gateway to Baytown – shall not be included in the maximum sign area calculation. The messaging should include the phrase, "Thank you for visiting Baytown!"

Table J.1 – Signage	
GC / FC District Standard (Commercial)	**Proposed PUD Standard**
Pylon Sign – Section 3.64.D	
No pylon sign is permitted in the GC district. A pylon sign is permitted in the FC district. (Table 3.64.2)	A pylon sign will be permitted in this PUD to the standards of the FC district. The sign shall include gateway messaging to welcome visitors to Baytown. Area on the sign used for is gateway messaging shall be in addition to the area permitted for the commercial messaging on the pylon sign.
Monument Sign – Section 3.64.D	
A monument sign is permitted in the GC and FC districts. (Table 3.64.2)	A monument sign shall be permitted in the PUD but shall include gateway messaging to welcome visitors to Baytown and the development name. Area on the sign used for is gateway messaging shall be in addition to the area permitted for the commercial messaging on the monument sign.

List of Exhibits

Exhibit A – Concept Plan

I-10 & Main Street

CONNECTION DRIVE

20' SIDE AND REAR BUILDING SETBACKS

QUIK TRIP PARCEL (NOT A PART)

PROPOSED GRINDER PUMP

FUTURE PHASE 2 TIE-IN (OPTION 2)

372.5'

143.1'

BUILDING A
38,080 S.F.
24' CLEAR

TENANT AMENITY AREA

BUILDING B
20,000 S.F.
24' CLEAR

BUILDING C
19,000 S.F.
24' CLEAR

BUILDING D
33,600 S.F.
24' CLEAR

BUILDING E
32,200 S.F.
24' CLEAR

BUILDING F
36,400 S.F.
24' CLEAR

BUILDING G
21,000 S.F.
24' CLEAR

WET POND WATER USED FOR IRRIGATION

TENANT AMENITY AREA & WALKING TRAIL

FOUNTAIN

FLOOD ZONE X (SHADED)

ZONE AE FLOODWAY

EXISTING BILLBOARD & EASEMENT

NEW SIDEWALK WITH CONNECTION TO POND

50' FRONT BUILDING SETBACK

25' STREETSCAPE BUFFERYARD AT FREEWAYS

EXISTING BILLBOARD & EASEMENT

330 TEXAS

35' RIGHT-OF-WAY & ACCESS EASEMENT

30' ACCESS EASEMENT

10' SEWER EASEMENT

75' VISIBILITY EASEMENT

INTERSTATE 10

I-10 & MAIN ST

BUILDING AREA: 200,280 S.F.
SITE AREA: 876,073 S.F. (20.1 AC.)
BUILDING COVERAGE: 22.9%
DETENTION: +/- 65,756 SF (7.5%)
CURRENT ZONING: FC (FREEWAY COMMERICAL)
PROPOSED ZONING: PLANNED DEVELOPMENT

PROVIDED PARKING:
173 SPACES

I-10 & Main Street

Baytown, Texas
2026 . 02 . 10

LGE | DESIGNBUILD

PRELIMINARY SITE PLAN

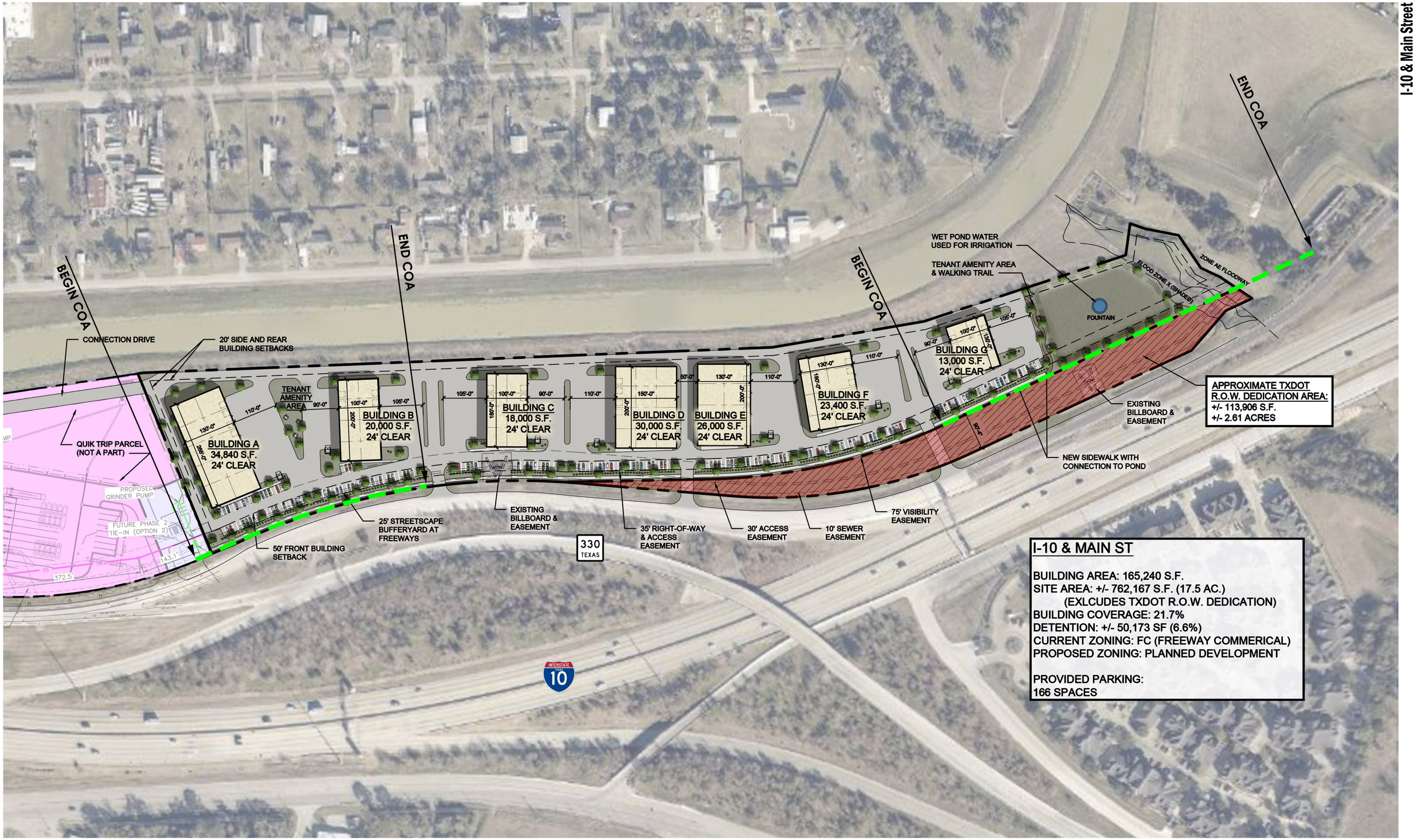
This artist rendering is for conceptual design only, was done without benefit of a survey and should not be referred to as a construction document.

1"=100'-0"
0 50 100 200

NORTH

CREATION RE PE

THESE DRAWINGS ARE AN INSTRUMENT OF SERVICE AND THE PROPERTY OF LGE DESIGN BUILD AND SHALL REMAIN THEIR PROPERTY. THE USE OF THIS DRAWING SHALL BE RESTRICTED TO THE ORIGINAL SITE FOR WHICH IT WAS PREPARED AND PUBLICATION THEREOF IS EXPRESSLY LIMITED TO SUCH.



I-10 & MAIN ST

BUILDING AREA: 165,240 S.F.
SITE AREA: +/- 762,167 S.F. (17.5 AC.)
(EXLCUDES TXDOT R.O.W. DEDICATION)
BUILDING COVERAGE: 21.7%
DETENTION: +/- 50,173 SF (6.6%)
CURRENT ZONING: FC (FREEWAY COMMERICAL)
PROPOSED ZONING: PLANNED DEVELOPMENT

PROVIDED PARKING:
166 SPACES

I-10 & Main Street

Baytown, Texas
2026 . 02 . 16

LGE | DESIGNBUILD

PRELIMINARY SITE PLAN

1"=100'-0"
0 50 100 200
NORTH

CREATION RE PE

This artist rendering is for conceptual design only, was done without benefit of a survey and should not be referred to as a construction document.

THESE DRAWINGS ARE AN INSTRUMENT OF SERVICE AND THE PROPERTY OF LGE DESIGN BUILD AND SHALL REMAIN THEIR PROPERTY. THE USE OF THIS DRAWING SHALL BE RESTRICTED TO THE ORIGINAL SITE FOR WHICH IT WAS PREPARED AND PUBLICATION THEREOF IS EXPRESSLY LIMITED TO SUCH.


10
10


Vacant Land for QuikTrip
Image Landsat / Copernicus


Vacant Land for QuikTrip
Image Landsat / Copernicus


GATEWAY I-10
TENANT 1
TENANT 2
TENANT 3
TENANT 4
TENANT 5
TENANT 6
TENANT 7















GATEWAY I-10

TENANT 1
TENANT 2
TENANT 3
TENANT 4
TENANT 5
TENANT 6
TENANT 7

CITY COUNCIL MEETING 5. a.

Meeting Date: 04/09/2026
Subject: Zoning Map Amendment from Freeway Commercial To Planned Unit Development
Prepared for: Martin Scribner, Planning and Development Services
Prepared by: Talbert Jackson, Planning and Development Services
Department: Planning and Development Services

Information

ITEM

Consider an ordinance to amend the official zoning map to rezone approximately 20.36 acres located at 1301 East Interstate Highway (IH) 10, from Freeway Commercial (FC) to a Planned Unit Development (PUD) Zoning District.

PREFACE

The applicant is requesting to rezone approximately 20.36 acres of land, legally described as Lot 2, Block 1 of the QT 79646 Addition, Harris County, Texas, from Freeway Commercial (FC) to Planned Unit Development (PUD). The subject property is currently undeveloped and is zoned Freeway Commercial (FC). The applicant proposes to rezone the property to Planned Unit Development (PUD) with General Commercial (GC) as the base zoning district. The proposed PUD includes modifications to the underlying zoning standards as outlined in the submitted PUD.

Fiscal Impact

Fiscal Year:
Acct Code:
Source of Funds (Operating/Capital/Bonds):
Funds Budgeted Y/N:
Amount Needed:
Fiscal Impact (Additional Information):
N/A

Attachments

Ord-Creation PUD-SL
Exhibit A
Exhibit B

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, APPROVING THE DETAIL PLAN TO ESTABLISH THE CREATION PLANNED UNIT DEVELOPMENT DISTRICT; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF BAYTOWN CONCERNING APPROXIMATELY 20.36 ACRES, GENERALLY LOCATED NORTH OF INTERSTATE HIGHWAY 10 AND EAST OF INDEPENDENCE PKWY N., BAYTOWN, HARRIS COUNTY, TEXAS, TO CHANGE THE ZONING DISTRICT CLASSIFICATIONS FOR THE PLANNED UNIT DEVELOPMENT DISTRICT; AUTHORIZING DEVIATIONS FROM AND ADJUSTMENTS TO DESIGN AND COMPATIBILITY STANDARDS OF THE UNIFIED LAND DEVELOPMENT CODE CONSISTENT WITH THE PLANNED UNIT DEVELOPMENT DISTRICT CREATED HEREIN; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

****

WHEREAS, QT South, LLC, the owners of the property herein described, submitted a detail plan and an application to the official zoning map in accordance with Section 7.43 of the Unified Land Development Code ("ULDC") concerning approximately 20.36 acres, generally located North of Interstate Highway 10 and East of North Independence Pkwy, in Baytown, Harris County, Texas (the "Property") to change the zoning district to a Planned Unit Development ("PUD") District to allow mixed general commercial and light industrial on the Property; and

WHEREAS, the Director of Planning and Development Services (the "Director") reviewed such application and determined that the application was complete; and

WHEREAS, the Director prepared a staff report and included therein a recommendation for approval of the PUD based upon the criteria specified in Sections 7.24, 7.43, and 7.45 of the ULDC; and

WHEREAS, on March 17, 2026, the Planning and Zoning Commission, after the requisite notice, conducted public hearings concerning the proposed PUD; and

WHEREAS, after considering the application, the staff report, the relevant support materials and the public testimony given at the public hearings, the Planning and Zoning Commission found that the detail plan and proposed PUD satisfies the criteria specified in sections 7.24, 7.43, and 7.45; and

WHEREAS, the Planning and Zoning Commission prepared and delivered a report and recommendation to the City Council to approve the detail plan and PUD; and

WHEREAS, on April 9, 2026, the City Council, after the requisite notice, conducted a public hearing on the PUD; and

WHEREAS, at the close of the public hearing, after considering the applications, the staff reports, the relevant support materials, the Planning and Zoning Commission's recommendation, and public testimony given at the public hearing, the City Council of the City of Baytown desires to amend the official zoning map to create the PUD, which district shall be in strict conformity with the detail plan; NOW THEREFORE,

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

Section 1: The matters and findings contained in the preamble hereof are declared to be true and correct and are hereby adopted.

Section 2: That the City Council of the City of Baytown, Texas, hereby creates a Planned Unit Development District for the property, which conforms in all aspects to the detail plan, which is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes.

Section 3: That the City Council of the City of Baytown, Texas, hereby amends the official zoning map of the City of Baytown to change the zoning district for the Property from the Freeway Commercial (FC) zoning district to the Planned Unit Development (PUD) district, and this new zoning district will be kept. The amended portion of the official zoning map is attached hereto as Exhibit "B" and incorporated herein for all intents and purposes.

Section 4: Nothing contained herein shall be construed as to authorize any variance, exception, or deviation from the ULDC except as expressly provided for in Section 2 hereof.

Section 5: This ordinance shall take effect from and after ten (10) days from its passage by the City Council of the City of Baytown. 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 9th day of April, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

EXHIBIT A

CREATION PLANNED UNIT DEVELOPMENT

Date Prepared: March 9, 2026

Prepared By:

Kimley»Horn
11233 Shadow Creek Pkwy Suite 450
Pearland, TX 77584

Prepared For:

CREATION RE PE
1280 E. Levee Street
Dallas, TX 75207

EXHIBIT A
DEVELOPMENT PLAN

A. Property

The Creation Planned Unit Development is generally located on the northeast intersection of I-10 and S Main Street between Park St. and I-10 Frontage. It consists of approximately 20.36-acres being Lot 2, Block 1, of the QT 7946 Addition recorded in File No. RP-2024-156576 of the Official Public Records of Harris County, Texas.

B. Purpose & Intent

The Creation Planned Unit Development will facilitate the development of a business park serving retail, office, showroom, distribution, and manufacturing uses. This business park will serve as an anchor for commercial development along the I-10 corridor. The standards proposed in this PUD aim to benefit the public by permitting a variety of commercial uses within the PUD, to create an attractive appearance from the I-10 corridor, and to guarantee quality site design.

C. Applicability & Base Zoning

1. In accordance with ULDC Section 2.25.D all development of the property shall conform to the standards of a base zoning district except as modified within this PUD. The base zoning for each district for this PUD shall be General Commercial (GC).

D. Conceptual Plan

1. A Conceptual Land Use Plan has been attached to this Development Plan as Exhibit A that illustrates the land use and design intent for the property. The Conceptual Land Use Plan is intended to serve as a guide to illustrate the general vision and design concepts and is not intended to serve as a final document. Approval of this PUD, Development Plan, and Conceptual Land Use Plan does not constitute approval of a Site Development Plan as required by Article 7 of the ULDC.
2. Future right-of-way or easement acquisition by the Texas Department of Transportation, Harris County, the City of Baytown or other government agency shall not require revision to this Conceptual Land Use Plan or the other terms of this PUD. Future right-of-way or easement acquisition shall not waive any enhancements or stipulations stated in this PUD.

E. Permitted Uses

1. This PUD shall comply with the Consolidated Use Tables in ULDC Section 2.31.
2. All uses permitted in the General Commercial (GC) zoning district are permitted within the PUD.
3. Associated office, retail sales, storage, and showrooms are allowed in association with the permitted uses listed below in Table E.1.
4. All Limited Uses, noted as (L) Permitted in Table E.1 below are subject to the conditions established in ULDC Subsection 2.33 for that use.
5. In addition to the uses permitted in the GC district, the following uses outlined in Table E.1 shall be permitted within this PUD:

Table E.1 – Permitted Use Standards			
	FC District Standard (Current)	**GC District Standard (Base zoning)**	**Proposed PUD Standard**
Use Standards – Section 2.3			
All GC Uses	-	Permitted	Permitted
Bulk Storage	Not Permitted	Not Permitted	Permitted
Contractor's Shop and/or Service Yard	(L) Permitted	(L) Permitted	Permitted
Equipment Sales and Rental Facilities	(L) Permitted	(L) Permitted	Permitted
Fabrication and Assembly (Light)	Not Permitted	Not Permitted	Permitted
Food Processing	Not Permitted	Not Permitted	Permitted
Outdoor Storage Yard (as accessory use to a primary use conducted indoors)	Not Permitted	Not Permitted	Permitted
Research, Testing, and Development Laboratory[1]	Not Permitted	Not Permitted	Permitted
Shipping Container	Not Permitted	Not Permitted	(L) Permitted

Specialty Equipment and Bulk Materials Sales and Service	Not Permitted	Not Permitted	Permitted
Supply House	Not Permitted	(L) Permitted	(L) Permitted
Vehicle and Boat Sales, Rental, and Leasing	(L) Permitted	(L) Permitted	Permitted
Vehicle Service and Repair	Permitted	Permitted	Permitted
Welding, Tool Repair or Machine Shop	Not Permitted	Not Permitted	Permitted
Wholesale Establishment (with or without warehouse)	Not Permitted	Not Permitted	Permitted
Associated Office and Storage	Not Permitted	Not Permitted	Permitted
Associated Retail Sales Related to the Primary Use	Not Permitted	Not Permitted	Permitted
Associated Showroom	Not Permitted	Not Permitted	Permitted

[1]Research, Testing, and Development Laboratories are limited to research and development, testing, assembly, repair, and manufacturing in the following industries: biotechnology, pharmaceuticals, medical instrumentation or supplies, communications, energy production, and information technology, electronics and instrumentation, and computer hardware and software. This use shall exclude high-intensity activities that may pose environmental risks. All operations shall occur indoors and comply with applicable environmental regulations and shall not result in adverse impacts to air, soil, water quality, or become a nuisance as defined by the City of Baytown.

F. Dimensional Standards

1. The Dimensional Standards within the PUD shall comply with those standards listed below in Table F.1.

Table F.1 – Dimensional Standards			
	FC District Standard – Commercial	**GC District Standard**	**Proposed PUD Standard**
Nonresidential District Dimensional Standards - Sec. 2.23 Subsec. 2.23-3 & Subsec. 2.23-4			
Lot Area, minimum	20,000 sq. ft.	10,000 sq. ft.	10,000 sq. ft.
Lot Width, minimum	60 ft.	60 ft.	60 ft.
Lot Coverage, maximum	80%	75%	85%
Building Height, maximum (all uses)	50 ft.	60 ft.	60 ft.
Front Setback, minimum	50 ft.	15 ft.	15 ft.
Street Side Setback, minimum	50 ft.	25 ft.	25 ft.
Interior Side Setback, minimum	20 ft.	5 ft.	5 ft.
Rear Setback, minimum	20 ft.	10 ft.	10 ft.
Minimum Civic and Open Space Requirement	15%	10%	5%

G. Building and Site Design

1. The cumulative gross floor area of all buildings within the PUD may not exceed more than 250,000 square feet. The total square footage in the PUD must be divided among at least six buildings with a maximum gross floor area of 50,000 square feet each.
2. No loading docks may directly face I-10.
3. The minimum civic and open space requirement of Table F.1 shall be met through the provision of an open greenspaces called out as the "Tenant Amenity Area" on Exhibit A which shall be green spaces programmed for the enjoyment of tenants. A walking trail shall be provided adjacent to the wet pond.

Table G.1 – Building and Site Design Standards	
GC / FC District – Commercial Standard	**Proposed PUD Standard**
Gross Square Footage	
No standards exist.	Maximum 250,000 square feet, divided among minimum of four buildings.
Loading Dock Orientation	
No standards exist.	No loading docks to face I-10.
Civic and Open Space Requirement	
Design standards are established that dictate the amount and form of open space not the required programming. (Section 2.27)	Civic space shall be programmed as a "Tenant Amenity Area" and walking trail.

H. Parking, Loading, Stacking, and Access

1. Parking for all uses in the PUD shall be provided according to the minimum requirements in ULDC Table 3.32-1.
2. Off-street loading requirements of Section 3.36 shall be required within this PUD.
3. Cross access drives shall be required between any lot within the PUD. One cross access drive shall be required to the Quik Trip development on Lot 2, Block 1, of the QT 7946 Addition.
4. Pedestrian Circulation
    a. A 5-foot wide sidewalk shall be provided along the frontage of all public roads within the PUD.
    b. Pedestrian connection from the public sidewalk to the buildings shall be provided as required by ULDC Section 3.24.D.1. The connection shall meet ADA requirements.
    c. The pedestrian connections provided under this section shall serve as compliance with the requirements for Pedestrian Pathways of ULDC 3.33.D.

Table H.1 – Parking, Loading, Stacking, and Access	
GC / FC District Standard (Commercial)	**Proposed PUD Standard**
Minimum Parking	
Minimum parking standards established. (Section 3.32)	No deviation proposed. Parking shall meet ULDC standards.
Off Street Loading	
A certain number of off-street loading requirements shall be provided based on the square footage of the (Section 3.36)	No deviation proposed. Off-street loading shall meet ULDC standards.
Cross Access Drives	
No standards to require cross access exist in the code. (Section 3.38)	Cross access will be required for all lots within the PUD to reduce the number of driveways.
Pedestrian Circulation	
A minimum 5-foot wide sidewalk shall be provided along the site frontage. (Section 4.26)	No deviations proposed. Sidewalk will meet minimum standards.
A pedestrian path from the public sidewalk to the building entrance shall be provided with an all weather surface. (Section 3.24.D.1)	The pedestrian path connecting the buildings to the public sidewalk shall also connect to the parking areas and be ADA accessible.
Parking lots with more than 50 spaces must provide a pedestrian path, minimum 6-feet wide with 10-foot clear zone, that connects the parking area to the adjacent public street sidewalk and abutting land uses. (Section 3.33.D)	

I. Landscape and Buffering

1. The Foundation Plantings of ULDC Section 3.42.A shall be provided on each building within the PUD.

a. No foundation plantings shall be required on the rear of the proposed buildings (the north façade) facing a the adjacent drainage channel.
b. No foundation plantings shall be required on the sides of buildings with loading docks. Foundation plantings that would be required along building facades where there are loading docks shall be located elsewhere in the front yard of the site to soften the view of the Site from I-10.

2. Parking Lot Landscape shall be provided as required in ULDC 3.42.B.
    a. 30% of the required parking lot landscaping shall be located within the parking lot as an island or as a peninsula in order to be applied towards the landscaped requirements of this Section. The remaining landscaping may be located outside of the parking but must be located forward of the rear building line of the primary structure and be visible from the public street.
    b. Credit toward this requirement may be given to plantings located on the perimeter of the parking lot including those planting used for loading dock screening.
3. Screening requirements of ULDC 3.36.D.7 for non-enclosed off-street loading areas shall be modified as follows:
    a. Loading docks shall be screened from the view of the I-10 Frontage Road by a continuous row of evergreen shrubs at least 6-feet in height at maturity. Plantings should be placed so that view of loading docks, overhead doors, and truck courts are minimized from view from the I-10 Frontage Road.
    b. Loading docks on all buildings shall be screened from view from Park Street, across the ±200-foot wide drainage channel, a by a row of shade trees spaced 60-feet on-center along the truck court, save for access drives into the truck court.
4. Tree Preservation and mitigation shall be provided as required by ULDC 3.43.
    a. The developer shall endeavor to preserve existing trees, as able.

Table I.1 – Parking, Loading, Stacking, and Access	
GC / FC District Standard (Commercial)	**Proposed PUD Standard**
Foundation Plantings	
Foundation plantings required along all sides of a building at a certain ratio. (Section 3.42.A)	Foundation plantings from walls with loading docks to be relocated throughout site visible from I-10. No foundation plantings required on north facing facades which face the drainage ditch. Planting that would have otherwise been placed around the foundation where loading docks are proposed shall be placed in the street yard within view of I-10.

Parking Lot Landscape Requirements – Section 3.42.B	
50% of the parking lot landscape must be within island or peninsula. (Section 3.42.B)	30% of the parking lot landscape must be within island or peninsula to provide additional room for vehicles to maneuver the site.
Screening Requirements – Section 3.36.D.7	
No screening requirements for loading docks is prescribed. (Section 3.36.D.7)	Loading docks shall be screened by vegetation so that they are not viewed from I-10 or from Park Street. Docks seen from I-10 shall be screened by min. 6-feet tall evergreen shrubs. Docks seen from Park Street shall be screened by shade trees planted at regular intervals.
Tree Preservation	
No required minimum number of trees must be saved. (Section 3.43)	Developer shall endeavor to save certain trees which may benefit the project, as able.

J. Signage

1. A pylon sign may be permitted in the PUD as outlined below.
    a. The maximum sign area shall be 300-square feet. Area required to accommodate specific messaging related to the PUD's location along I-10 – the gateway to Baytown – shall not be included in the maximum sign area calculation. The messaging should include the phrase, "Thank you for visiting Baytown!" or other similar message at the top of the sign.
    b. The maximum height shall be 42.5-feet.
    c. One sign is permitted along the I-10 frontage.
2. A monument sign shall be permitted according to the standards of the GC district.
    a. Area required to accommodate specific messaging related to the PUD's location along I-10 – the gateway to Baytown – shall not be included in the maximum sign area calculation. The messaging should include the phrase, "Thank you for visiting Baytown!"

Table J.1 – Signage	
GC / FC District Standard (Commercial)	**Proposed PUD Standard**
Pylon Sign – Section 3.64.D	
No pylon sign is permitted in the GC district. A pylon sign is permitted in the FC district. (Table 3.64.2)	A pylon sign will be permitted in this PUD to the standards of the FC district. The sign shall include gateway messaging to welcome visitors to Baytown. Area on the sign used for is gateway messaging shall be in addition to the area permitted for the commercial messaging on the pylon sign.
Monument Sign – Section 3.64.D	
A monument sign is permitted in the GC and FC districts. (Table 3.64.2)	A monument sign shall be permitted in the PUD but shall include gateway messaging to welcome visitors to Baytown and the development name. Area on the sign used for is gateway messaging shall be in addition to the area permitted for the commercial messaging on the monument sign.

List of Exhibits

Exhibit A – Concept Plan

I-10 & Main Street

CONNECTION DRIVE

20' SIDE AND REAR BUILDING SETBACKS

QUIK TRIP PARCEL (NOT A PART)

PROPOSED GRINDER PUMP

FUTURE PHASE 2 TIE-IN (OPTION 2)

372.5'

143.1'

BUILDING A
38,080 S.F.
24' CLEAR

TENANT AMENITY AREA

BUILDING B
20,000 S.F.
24' CLEAR

BUILDING C
19,000 S.F.
24' CLEAR

BUILDING D
33,600 S.F.
24' CLEAR

BUILDING E
32,200 S.F.
24' CLEAR

BUILDING F
36,400 S.F.
24' CLEAR

BUILDING G
21,000 S.F.
24' CLEAR

WET POND WATER USED FOR IRRIGATION

TENANT AMENITY AREA & WALKING TRAIL

FOUNTAIN

FLOOD ZONE X (SHADED)

ZONE AE FLOODWAY

EXISTING BILLBOARD & EASEMENT

NEW SIDEWALK WITH CONNECTION TO POND

50' FRONT BUILDING SETBACK

25' STREETSCAPE BUFFERYARD AT FREEWAYS

EXISTING BILLBOARD & EASEMENT

330 TEXAS

35' RIGHT-OF-WAY & ACCESS EASEMENT

30' ACCESS EASEMENT

10' SEWER EASEMENT

75' VISIBILITY EASEMENT

INTERSTATE 10

I-10 & MAIN ST

BUILDING AREA: 200,280 S.F.
SITE AREA: 876,073 S.F. (20.1 AC.)
BUILDING COVERAGE: 22.9%
DETENTION: +/- 65,756 SF (7.5%)
CURRENT ZONING: FC (FREEWAY COMMERICAL)
PROPOSED ZONING: PLANNED DEVELOPMENT

PROVIDED PARKING:
173 SPACES

I-10 & Main Street

Baytown, Texas
2026 . 02 . 10

LGE | DESIGNBUILD

PRELIMINARY SITE PLAN

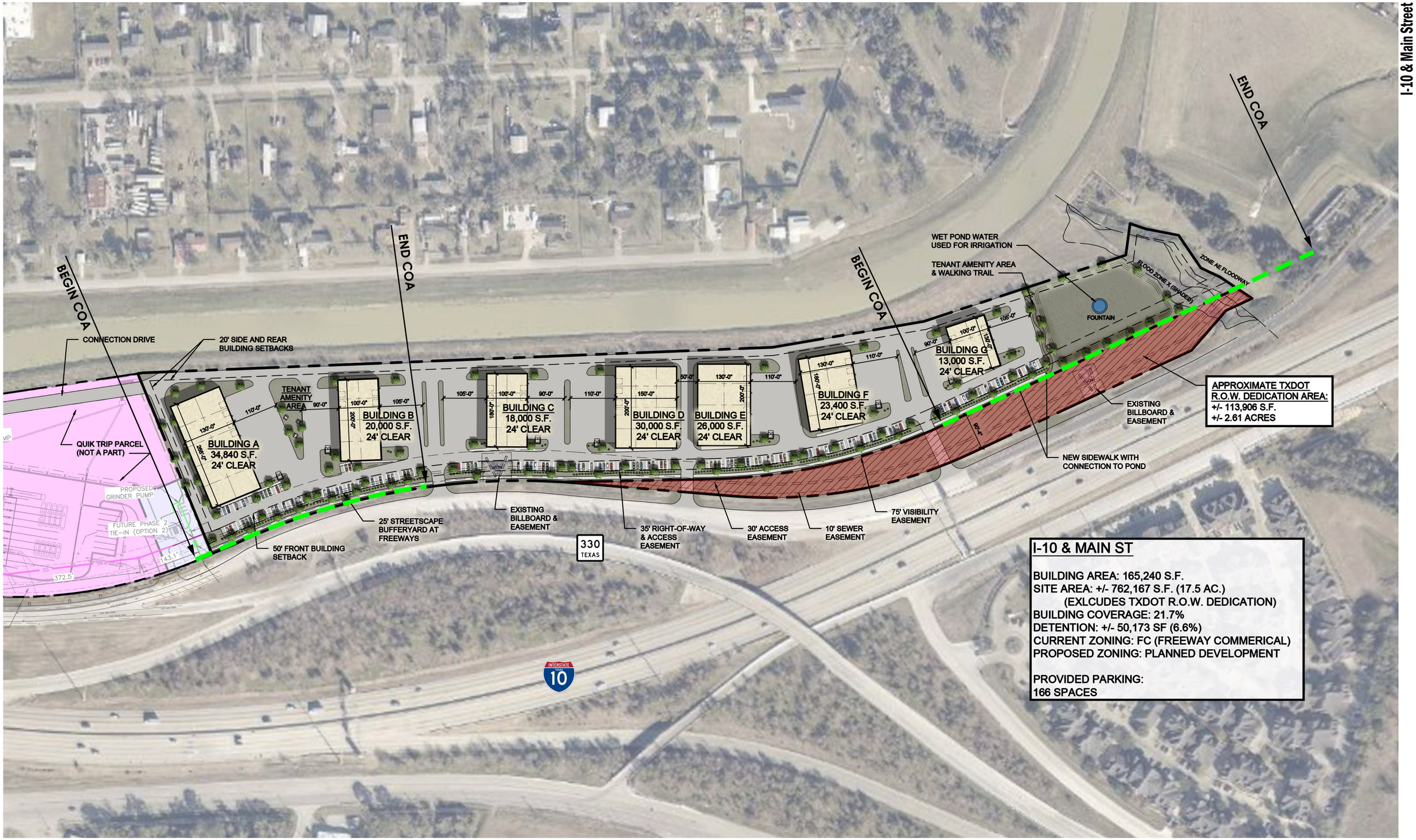
This artist rendering is for conceptual design only, was done without benefit of a survey and should not be referred to as a construction document.

1"=100'-0"
0 50 100 200

NORTH

CREATION RE PE

THESE DRAWINGS ARE AN INSTRUMENT OF SERVICE AND THE PROPERTY OF LGE DESIGN BUILD AND SHALL REMAIN THEIR PROPERTY. THE USE OF THIS DRAWING SHALL BE RESTRICTED TO THE ORIGINAL SITE FOR WHICH IT WAS PREPARED AND PUBLICATION THEREOF IS EXPRESSLY LIMITED TO SUCH.



I-10 & MAIN ST

BUILDING AREA: 165,240 S.F.
SITE AREA: +/- 762,167 S.F. (17.5 AC.)
(EXLCUDES TXDOT R.O.W. DEDICATION)
BUILDING COVERAGE: 21.7%
DETENTION: +/- 50,173 SF (6.6%)
CURRENT ZONING: FC (FREEWAY COMMERICAL)
PROPOSED ZONING: PLANNED DEVELOPMENT

PROVIDED PARKING:
166 SPACES

I-10 & Main Street

Baytown, Texas
2026 . 02 . 16

LGE | DESIGNBUILD

PRELIMINARY SITE PLAN

1"=100'-0"
0 50 100 200
NORTH

CREATION RE PE

This artist rendering is for conceptual design only, was done without benefit of a survey and should not be referred to as a construction document.

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10
10


Vacant Land for QuikTrip
Image Landsat / Copernicus


Vacant Land for QuikTrip
Image Landsat / Copernicus


GATEWAY I-10
TENANT 1
TENANT 2
TENANT 3
TENANT 4
TENANT 5
TENANT 6
TENANT 7











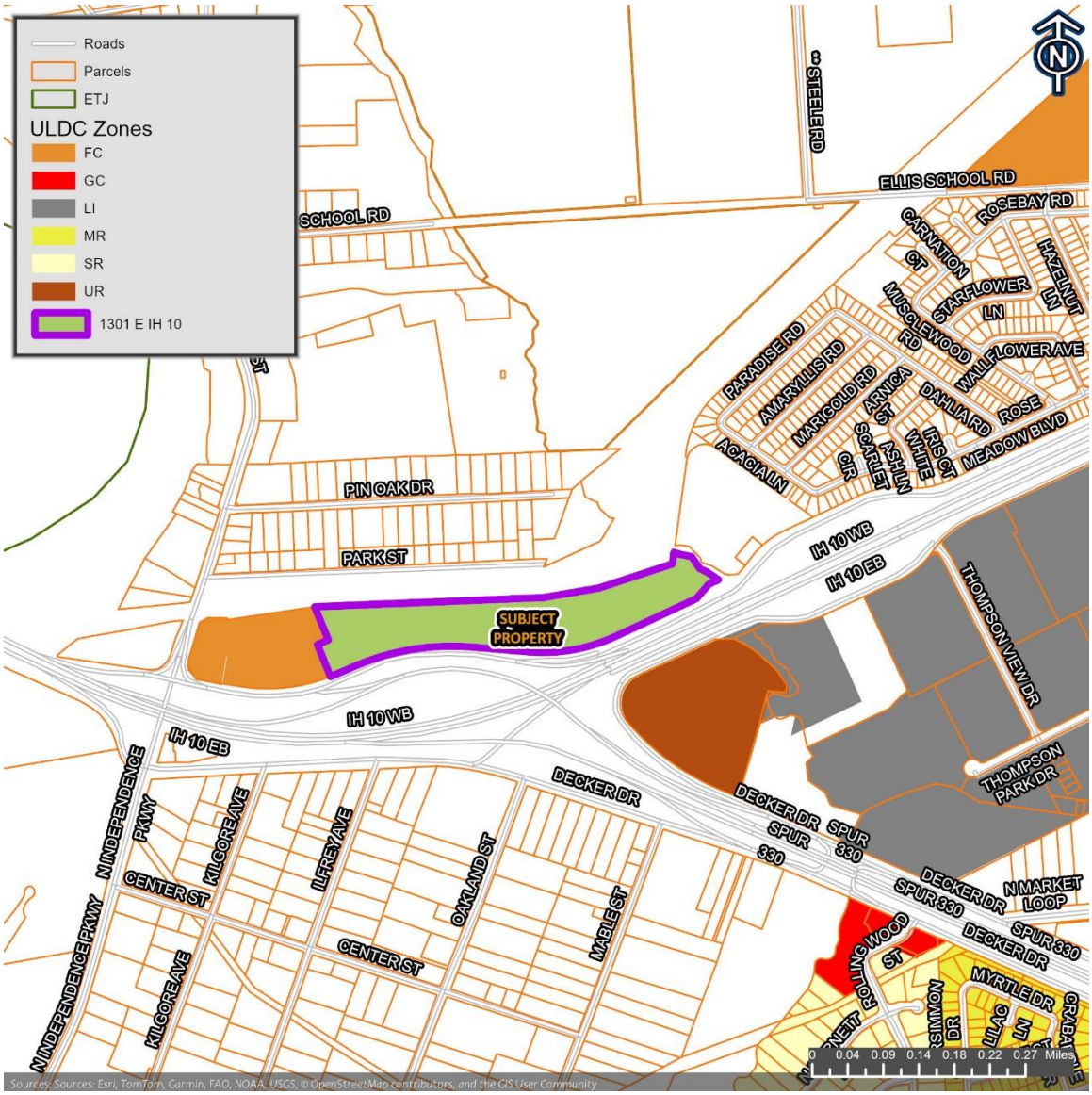




GATEWAY I-10

TENANT 1
TENANT 2
TENANT 3
TENANT 4
TENANT 5
TENANT 6
TENANT 7

Exhibit B


Roads
Parcels
ETJ
ULDC Zones
FC
GC
LI
MR
SR
UR
1301 E IH 10
STEELE RD
ELLIS SCHOOL RD
ROSEBAY RD
SCHOOL RD
GARNATION CT
HAZELNUT LN
STARFLOWER LN
MUSCLEWOOD RD
WALLFLOWER AVE
PARADISE RD
AMARYLLIS RD
MARIGOLD RD
ARNICA ST
DAHLIA RD
ROSE
ACACIA LN
SCARLET CIR
ASH LN
WHITE IRIS CT
MEADOW BLVD
PIN OAK DR
PARK ST
IH 10 WB
IH 10 EB
SUBJECT PROPERTY
THOMPSON VIEW DR
THOMPSON PARK DR
DECKER DR
DECKER DR SPUR 330
N MARKET LOOP
N INDEPENDENCE PKWY
CENTER ST
KILGORE AVE
ILFREY AVE
OAKLAND ST
MABLE ST
ROLLING WOOD ST
MYRTLE DR
NOWLIN DR
LILAC LN
0 0.04 0.09 0.14 0.18 0.22 0.27 Miles
Sources: Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

CITY COUNCIL MEETING 5. b.

Meeting Date: 04/09/2026
Subject: Text Amendment to Unified Land Development Code
Prepared for: Jason Reynolds, City Management
Prepared by: Lamyaa Salem, Planning and Development Services
Department: Planning and Development Services

Information

ITEM

Consider an ordinance adopting the proposed text amendment to Chapter 111, Unified Land Development Code (ULDC) of the Baytown Code of Ordinances to revise Divisions 2.32, 2.33, 2.35, 2.36, and 10.2 of the ULDC, regarding shipping containers, and the definition of container or shipping container as it applies to the 2025 code.

PREFACE

The City Council adopted a new Unified Land Development Code (ULDC) on September 12, 2024, with an effective date of January 1, 2025. Five (5) additional amendments have been made to the code in 2025 to eliminate conflicts, increase consistency with the previous code and ensure that the new code works efficiently and effectively for the City of Baytown and its customers. This proposed amendment strives to further those efforts.

Proposed amendments include the following:

Subsection 2.32-1 -- General

Edit Paragraph 2.32-1-G, add shipping containers as an accessory structure; and primary structure when the shipping container is consistent with the character of the block and adjacent block, subject to applicable building codes and wind design standards adopted by the City of Baytown. Shipping containers shall comply with the maximum height requirement, as well as all setback and distance requirements within the applicable zoning district. Shipping containers may not be stacked on one another in a commercial or residential zoning district. Berms, hills, slabs in excess of one foot above natural grade or other raised features may not be created upon which to place containers. Containers shall be screened from all adjacent properties by opaque screening and natural plantings where applicable.

Shipping containers will be allowed in residential, commercial and industrial zoning districts.

Subsection 2.32-3 -- Residential Use Categories

Edit Table 2.32-3-1, Household Living Use Category; and Table 2.32-3-2, Group Living Use Category -- add shipping containers as an accessory structure; and primary structure when the shipping container is consistent with the character of the block and adjacent block, subject to applicable building codes and wind design standards adopted by the City of Baytown. Shipping containers shall comply with the maximum height, all setbacks and distance requirements within applicable zoning districts. Shipping containers may not be stacked on one another in a commercial or residential zoning district.

Subsection 2.32-4 -- Public and Civic Use Categories

Edit Table 2.32-4-4, Government Facilities Use Category -- add shipping containers as an accessory structure

Subsection 2.32-5 -- Commercial Use Categories

Edit Table 2.32-5-1, Office Use Category; and Table 2.32-5-2, Overnight Accommodations Use Category -- add shipping containers as an accessory structure; and primary structure when the shipping container is consistent with the character of the block and adjacent block, subject to applicable building codes and wind design standards adopted by the City of Baytown. Shipping containers shall comply with the maximum height, all setback and distance requirements within the applicable zoning district. Shipping containers may not be stacked on one another. Berms, hills, slabs in excess of one foot above natural grade or other raised features may not be created upon which to place containers. Containers shall be screened from all adjacent properties by opaque screening and natural plantings where applicable.

Edit Table 2.32-5-5, Outdoor Entertainment Use Category -- add shipping containers as an accessory structure. Shipping containers shall comply with the maximum height, all setback and distance requirements within the

applicable zoning district. Shipping containers may not be stacked on one another in a commercial or residential zoning district. Berms, hills, slabs in excess of one foot above natural grade or other raised features may not be created upon which to place containers. Containers shall be screened from all adjacent properties by opaque screening and natural plantings where applicable.

Edit Table 2.32-5-6, Restaurant Use Category -- add shipping containers as an accessory structure; and primary structure when the shipping container is consistent with the character of the block and adjacent block, subject to applicable building codes and wind design standards adopted by the City of Baytown. Shipping containers shall comply with the maximum height, all setback and distance requirements within the applicable zoning district. Shipping containers may not be stacked on one another in a commercial or residential zoning district. Berms, hills, slabs in excess of one foot above natural grade or other raised features may not be created upon which to place containers. Containers shall be screened from all adjacent properties by opaque screening and natural plantings where applicable.

Section 2.32-6 -- Industrial Use Categories

Table 2.32-6-1 Heavy Industrial Use Category -- add shipping containers as an accessory structure

Table 2.32-6-2 Light Industrial Use Category -- add shipping containers as an accessory structure

Table 2.32-6-3 Resource Extraction Use Category -- add shipping containers as an accessory structure

Table 2.32-6-4 Warehousing and Freight Movement Use Category -- add shipping containers as an accessory structure

Table 2.32-6-5 Waste-Related Use Category -- add shipping containers as an accessory structure

Table 2.32-6-6 Wholesale Trade Use Category -- add shipping containers as an accessory structure

Subsection 2.33-6 -- Industrial Uses

Paragraph E -- Where allowed, shipping containers may be used as an accessory structure subject to the following;

Containers shall be screened from all adjacent properties by opaque screening and natural plantings where applicable.

Containers located in the HI district may be stacked up to 50 feet in height with no limit in the number of containers on a property.

Containers located in the LI district may be stacked up to 30 feet in height with no limit in the number of containers on a property.

Section 2.35 -- Accessory Use and Structure Standards

Paragraph 2.35-D - shipping containers may be used as an accessory structure and primary structure when the shipping container is consistent with the character of the block and adjacent block, subject to applicable building codes and wind design standards adopted by the City of Baytown. Shipping containers shall comply with the maximum height, all setback and distance requirements within the applicable zoning district. Shipping containers may not be stacked on one another in a commercial or residential zoning district, unless they comprise the primary structure.

Section 2.36 -- Temporary Use Standards

Table 2.36-2, Temporary Construction, Shipping, and Refuse Collection Uses -- add shipping containers as a temporary structure.

The location of the structure is on the parcel or lot served by the shipping container. No encroachment into setbacks or over sidewalks is permitted.

Where applicable, on nonresidential parcels shipping container staging may occur in the front yard.

Where applicable, containers shall be screened by fencing with opaque screening and natural plantings where applicable.

The facility shall be used only for a construction site within the City or an infrastructure project that is wholly or partially in the City.

Established by approval; to coincide with the use of the facility for a specified construction project, holiday, or special event.

Duration should coincide with the applicable permit.

An approved building permit is required to coincide with the shipping container.

Division 10.2 -- Definitions

Edit definition of Container, or Shipping Container, means a reusable structure, typically made of corrugated weathering steel with a fitted door at one end, that may be modified for permanent or temporary residential use as well as commercial and industrial uses. It is designed to allow multiple units to be craned, fitted, and locked

for stacking purposes, transport and shipping unit for moving products and raw materials between locations or countries.

A full redlined version of the amendments is attached to this item.

Fiscal Impact

Fiscal Year: na
Acct Code:
Source of Funds (Operating/Capital/Bonds):
Funds Budgeted Y/N:
Amount Needed:
Fiscal Impact (Additional Information):

Attachments

P&Z Report to City Council

City of Baytown

Text Amendment
Staff Report
April 23, 2026

To: City Council
From: Planning and Zoning Commission

Regarding: A text amendment to Chapter 111, Unified Land Development Code (ULDC) of the Baytown Code of Ordinances.

This report is required to be submitted to the City Council by the Planning and Zoning Commission per Section 7.23 of the Unified Land Development Code, Baytown Code of Ordinances. This report also serves as the final report to be used by the Council in its consideration of the amendment as set forth in Section 7.2 of the Code.

Requested Action: A proposed text amendment to Chapter 111, Unified Land Development Code (ULDC) of the Baytown Code of Ordinances. to revise Divisions 2.32, 2.33, 2.35, 2.36, and 10.2 of the ULDC, regarding shipping containers, and the definition of container or shipping container as it applies to the 2025 code.

Applicant: City of Baytown

Public Notification: On March 5, 2026, notice was published in the *Baytown Sun*; on March 5, 2026, notice was posted on the City of Baytown website and at City Hall.

Background:

The City Council adopted a new Unified Land Development Code (ULDC) on September 12, 2024, with an effective date of January 1, 2025. Three additional amendments have been made to the code in 2025 to eliminate conflicts, increase consistency with the previous code and ensure that the new code works efficiently and effectively for the City of Baytown and its customers. During conversations regarding the third amendment in December 2025, City Council members gave direction to omit language regarding shipping containers from that amendment in favor of further research and conversation on the topic in subsequent meetings. To further that goal, at the January 8th City Council Work Session, staff presented the requested research and elicited more detailed direction from City Council members in order to prepare a ULDC text amendment, guiding towards a specific vision regarding this use. This report and text amendment are the culmination of those conversations and staff research.

Previously, in the 2014 ULDC, shipping containers were permitted only in the Light Industrial and Heavy Industrial zoning districts and were specifically called out as a prohibited use for any purpose in all residential zoning districts. The City recognizes that containers may be used in many different ways and this amendment was developed with the intent of modernizing City code to allow for such uses, provided that they are designed and built with attention to architectural design and beautification of the City, much like any other built structure in Baytown.

Proposed amendments include the following (details attached in Exhibit A):

Subsection 2.32-1 – General

- Edit Paragraph 2.32-1-G, add shipping containers as an accessory structure; and primary structure when the shipping container is consistent with the character of the block and adjacent block, subject to applicable building codes and wind design standards adopted

by the City of Baytown. Shipping containers shall comply with the maximum height requirement, as well as all setback and distance requirements within the applicable zoning district. Shipping containers may not be stacked on one another in a commercial or residential zoning district. Berms, hills, slabs in excess of one foot above natural grade or other raised features may not be created upon which to place containers. Containers shall be screened from all adjacent properties by opaque screening and natural plantings where applicable.

- Shipping containers will be allowed in residential, commercial and industrial zoning districts.

Subsection 2.32-3 – Residential Use Categories

Edit Table 2.32-3-1, Household Living Use Category; and Table 2.32-3-2, Group Living Use Category – add shipping containers as an accessory structure; and primary structure when the shipping container is consistent with the character of the block and adjacent block, subject to applicable building codes and wind design standards adopted by the City of Baytown. Shipping containers shall comply with the maximum height, all setback and distance requirements within the applicable zoning district. Shipping containers may not be stacked on one another in a commercial or residential zoning district.

Subsection 2.32-4 – Public and Civic Use Categories

Edit Table 2.32-4-4, Government Facilities Use Category – add shipping containers as an accessory structure.

Subsection 2.32-5 – Commercial Use Categories

- Edit Table 2.32-5-1, Office Use Category; and Table 2.32-5-2, Overnight Accommodations Use Category – add shipping containers as an accessory structure; and primary structure when the shipping container is consistent with the character of the block and adjacent block, subject to applicable building codes and wind design standards adopted by the City of Baytown. Shipping containers shall comply with the maximum height, all setback and distance requirements within the applicable zoning district. Shipping containers may not be stacked on one another. Berms, hills, slabs in excess of one foot above natural grade or other raised features may not be created upon which to place containers. Containers shall be screened from all adjacent properties by opaque screening and natural plantings where applicable.
- Edit Table 2.32-5-5, Outdoor Entertainment Use Category – add shipping containers as an accessory structure. Shipping containers shall comply with the maximum height, all setback and distance requirements within the applicable zoning district. Shipping containers may not be stacked on one another in a commercial or residential zoning district. Berms, hills, slabs in excess of one foot above natural grade or other raised features may not be created upon which to place containers. Containers shall be screened from all adjacent properties by opaque screening and natural plantings where applicable.
- Edit Table 2.32-5-6, Restaurant Use Category – add shipping containers as an accessory structure; and primary structure when the shipping container is consistent with the character of the block and adjacent block, subject to applicable building codes and wind design standards adopted by the City of Baytown. Shipping containers shall comply with the maximum height, all setback and distance requirements within the applicable zoning district. Shipping containers may not be stacked on one another in a commercial or residential zoning district. Berms, hills, slabs in excess of one foot above natural grade or other raised features may not be created upon which to place containers. Containers shall

be screened from all adjacent properties by opaque screening and natural plantings where applicable.

Section 2.32-6 – Industrial Use Categories

- **Table 2.32-6-1 Heavy Industrial Use Category** – add shipping containers as an accessory structure
- **Table 2.32-6-2 Light Industrial Use Category** – add shipping containers as an accessory structure
- **Table 2.32-6-3 Resource Extraction Use Category** – add shipping containers as an accessory structure
- **Table 2.32-6-4 Warehousing and Freight Movement Use Category** – add shipping containers as an accessory structure
- **Table 2.32-6-5 Waste-Related Use Category** – add shipping containers as an accessory structure
- **Table 2.32-6-6 Wholesale Trade Use Category** – add shipping containers as an accessory structure

Subsection 2.33-6 – Industrial Uses

- **Paragraph E** – Where allowed, shipping containers may be used as an accessory structure subject to the following;
    - Containers shall be screened from all adjacent properties by opaque screening and natural plantings where applicable.
    - Containers located in the HI district may be stacked up to 50 feet in height with no limit in the number of containers on a property.
    - Containers located in the LI district may be stacked up to 30 feet in height with no limit in the number of containers on a property.

Section 2.35 – Accessory Use and Structure Standards

- Paragraph 2.35-D - shipping containers may be used as an accessory structure and primary structure when the shipping container is consistent with the character of the block and adjacent block, subject to applicable building codes and wind design standards adopted by the City of Baytown. Shipping containers shall comply with the maximum height, all setback and distance requirements within the applicable zoning district. Shipping containers may not be stacked on one another in a commercial or residential zoning district, unless they comprise the primary structure.

Section 2.36 – Temporary Use Standards

- Table 2.36-2, Temporary Construction, Shipping, and Refuse Collection Uses – add shipping containers as a temporary structure.
    - The location of the structure is on the parcel or lot served by the shipping container. No encroachment into setbacks or over sidewalks is permitted.
    - Where applicable, on nonresidential parcels shipping container staging may occur in the front yard.
    - Where applicable, containers shall be screened by fencing with opaque screening and natural plantings where applicable.
    - The facility shall be used only for a construction site within the City or an infrastructure project that is wholly or partially in the City.
    - Established by approval; to coincide with the use of the facility for a specified construction project, holiday, or special event.
    - Duration should coincide with the applicable permit.

- An approved building permit is required to coincide with the shipping container

Division 10.2 – Definitions

- Edit definition of Container, or Shipping Container, means a reusable **structure, typically made of corrugated weathering steel with a fitted door at one end, that may be modified for permanent or temporary residential use as well as commercial and industrial uses.** It is designed to allow multiple units to be craned, fitted, and locked for stacking purposes, transport and shipping unit for moving products and raw materials between locations or countries.

In order to recommend approval of an application for a text amendment, the Planning and Zoning Commission shall consider the following factors:

1. **Complies with the applicable standards of the City's Code, the ULDC, and any applicable county, state, or federal requirement.**
   The proposed text amendment is to allow shipping containers in particular zoning districts as a primary or secondary structure and amend the definition of container to clearly identify that they may be used as a building material. This amendment will retain the original intent of the ULDC and is not anticipated to be inconsistent with any applicable requirement.

2. **The development review body has considered the recommendation of the City staff.**
The proposed text amendment is recommended for approval by City staff. The analysis of this proposal is included in this report.

3. **Is consistent with the Comprehensive Plan and other adopted plans of the City.**
The proposed amendments are consistent with the Land Use and Development (LUD) Goals of the City's Comprehensive Plan 2040. The proposed amendment supports:
   - Goal LUD2: *A focus on quality development expectations for both new development and redevelopment.*
   - Goal LUD3: *A diversity of land uses that enables both a healthy economy and high quality of life for residents through vibrant commercial areas, neighborhoods and industry.*

4. **Promotes the purposes of the ULDC.**
The proposed text amendment will not affect the health, safety, and general welfare in a negative manner. The addition of utilizing shipping containers as a building material, structure, or for temporary uses, allows the City of Baytown regulations to be more aligned with national development trends and improve the usability of property for property owners. The clarity on how shipping containers may be used ensures the most appropriate, efficient, and compatible use of land throughout the city. These amendments will provide transparent regulations, placement clarification, and the applicable screening associated with the installation of shipping containers on a property.

5. **Mitigates adverse impacts of the use and development of land on the natural or built environment.**
The proposed text amendment will not have a negative effect on the natural or built environment. The amendments identify the applicable screening associated with the placement of permitted shipping containers for commercial, industrial, and temporary uses. Containers will also be required to follow all other City codes, including building code, wind speed requirements, engineering, etc.

6. Necessary to address changing conditions.
The proposed text amendment is necessary to address current development trends, remove unintended restrictions on industrial accessory structures and to offer varying building material options within the City of Baytown.

7. Advances the strategic objectives of the City Council.
The proposed text amendment advances the strategic objective of the City Council to have an efficient, clear, and predictable development review process. This is evidenced by recent conversations between City Council and staff regarding this type of use. These amendments will remove unintended restrictions on industrial uses and grow allowable building materials throughout the City of Baytown.

Planning staff Recommendations:

Staff recommends that the Planning and Zoning Commission give a recommendation of approval of the proposed text amendment to Chapter 111, Unified Land Development Code (ULDC) of the Baytown Code of Ordinances to revise Divisions 2.32, 2.33, 2.35, 2.36, and 10.2 of the ULDC, regarding shipping containers.

Commission Recommendation:

Planning and Zoning Commission recommends that the Baytown City Council approve the proposed text amendment to Chapter 111, Unified Land Development Code (ULDC) of the Baytown Code of Ordinances to revise Divisions 2.32, 2.33, 2.35, 2.36, and 10.2 of the ULDC, regarding shipping containers.

_____

Donna Winfrey, Chairperson
Planning and Zoning Commission
City of Baytown, Texas

Exhibit A Proposed ULDC Amendments

- Edit Subsection 2.32-1 to add Paragraph 2.32-1-G, allowing shipping containers in applicable zoning districts and identifying building code, fencing, landscaping, and stacking requirements.

F. **Accessory Uses.** Accessory uses are generally allowed by right in conjunction with a primary use. However, specific accessory uses with parenthetical cross-references in the Use Category tables are permitted subject to additional standards in 2.35, *Accessory Uses and Structures*.

G. Shipping containers may be used as an accessory structure; and primary structure when the shipping container is consistent with the character of the block and adjacent block, subject to applicable building codes and wind design standards adopted by the City of Baytown. Shipping containers shall comply with the maximum height, all setback and distance requirements within the applicable zoning district. Shipping containers may not be stacked on one another in a commercial or residential zoning district. Berms, hills, slabs in excess of one foot above natural grade or other raised features may not be created upon which to place containers. Shipping containers shall be screened from all adjacent properties by opaque screening and natural plantings where applicable.

1. Shipping containers will be allowed in residential, commercial, and industrial zoning districts.

------ End of Section ------

Edit Table 2.32-3-1, Household Living Use Category to include Dwelling Container and Accessory Dwelling Unit Container as a primary use and secondary use.

Subsec. 2.32-3 Residential Use Categories

The following tables set forth the primary uses and accessory uses included in each residential use category:

A. **Household Living**

Table 2.32-3-1,
Household Living Use Category

Characteristics: Residential occupancy of a dwelling unit by a household on a month-to-month or longer basis in structures with self-contained dwelling units, including kitchens.

Primary Uses	Accessory Uses
Cottage Court Community Dwelling, Single-Unit Detached Dwelling, Single-Unit Attached Dwelling, Container Dwelling, Townhouse Dwelling, Apartment Dwelling, Live-Work Duplex Triplex Multiplex Manufactured Home Upper-Story Residential Other uses meeting the characteristics of the Household Living Use Category	Accessory Dwelling Unit (2.35) Accessory Dwelling Unit, Container Adult or Child Care Home Beauty Parlor or Barbershop Bed and Breakfast Home (2.35) Day Care (up To 12 Children) (2.35) Community Garden (2.35) Dock or Pier (noncommercial) Garage, Private Greenhouse Or Nursery (noncommercial) Home Occupation (2.35) Leasing Office for Manufactured Home Park or Apartment Complex Minor Utilities Pool House Private Community Center Refuse Containers (2.35) (for Apartments and Manufactured Home Parks) Solar Panel Array Stable (Private) Swimming Pool (2.35) Other miscellaneous household amenities

- Edit Table 2.32-6-1(including 2, 3, 4, 5, and 6) Industrial Use Categories (HI, LI, Resource Extraction, Warehouse and Freight Movement, Waste Related Use, and Wholesale Trade) to include shipping containers as a secondary use.

Table 2.32-6-1 Heavy Industrial Use Category	
Characteristics: Uses engaged in the manufacturing, assembly or processing of chemicals, animal products and metals, the activities of which are likely to have characteristics that discourage adjacency to residential uses. Factory production and industrial yards are located here. Sales to the general public are rare.	
Primary Uses	**Accessory Uses**
Manufacture, assembly, or processing of: abrasives, asbestos and miscellaneous mineral products; acid; acetylene gas; alcoholic beverages (wholesale); ammonia; ammunition and explosives; asphalt; aircraft; automobiles and other motor vehicles; automotive and other motor vehicle equipment; batteries; bones; boxes, crates, or pallets; brick and/or masonry, tile, or terra cotta; building paper and building board; building materials; celluloid; cement and/or concrete products; ceramic tile and other ceramic products; chalk; charcoal; chemicals; chlorine; coffins; corrugated metal; cotton oil; creosote; disinfectant; dyes or inks; engine and turbines; explosives; farm machinery and equipment; fat; fertilizer; fireworks; gas; gelatin; glass and glass products; glue; graphite; grease; guns, howitzers, mortars, and related equipment; gunpowder; gypsum; heating and air conditioning supplies and equipment; hemp; insecticide; lacquer; lard; leather and leather products; lime; linoleum; lubricating oils and greases; machinery and equipment (industrial); manufactured homes or or mobile homes; metal working machinery, equipment and products; motor vehicles, related equipment, and accessories; paint; paraffin; paving mixtures and blocks; plaster of Paris; plastics and synthetic materials; plumbing supplies and	Associated Office and Storage Associated Retail Sales Related to the Primary Use Container Day Care for Children of Employees Fleet Maintenance Food Preparation and Dining Facility Fueling Facility Medical Clinic for Employees

Light Industrial Use Category	
Characteristics: Uses engaged in the manufacturing, assembly or processing of industrial, business or consumer goods, usually from basic finished inputs such as metal, stone, glass, plastic or rubber. Contractors and building maintenance services and similar uses perform services off-site. Few customers, especially the general public, come to the site.	
Primary Uses	**Accessory Uses**
Fabrication (Light) and Assembly of: appliances; bakery products (wholesale distribution); beds; blinds; books; bottling and canning soft drinks and carbonated waters; brooms; buses; canvas; clothing and apparel accessories; communication equipment; confectionery and related products (wholesale distribution); dairy products; drugs, druggists supplies and sundries; electrical lighting and wiring equipment; electrical supplies and equipment; electrical transmission and distribution equipment; electronic components and accessories; engineering, scientific and research equipment; floor coverings, rugs and carpets; food products (including frozen foods); furniture and home furnishings; hardware; ice; jewelry, costume novelties, buttons, and miscellaneous notions; medical, optical, or dental instruments or supplies; mirrors; musical instruments; monuments and tombstones; motorcycles, bicycles, and parts; office, computing, and accounting machines; paper and paper products (see also building paper); perfumes; radio and television receiving sets and communication equipment; shoes; signs and advertising displays; sporting and athletic goods; toys, amusements, and novelty items; window coverings; wood products	Associated Office and Storage Associated Retail Sales Related to the Primary Use Associated Showroom Container

C. Resource Extraction

Table 2.32-6-3, Resource Extraction Use Category	
Characteristics: Characterized by activities that extract minerals and other solids and liquids from land on which the use is established.	
Primary Uses	**Accessory Uses**
Gas Well Oil Field Chemicals (Production and/or Storage) Petroleum Well, Line, or Storage Petroleum Products Storage or Wholesale Rock Quarry Sand/Gravel/Caliche Extraction or Storage Other uses meeting the characteristics of the Resource Extraction Use Category	Associated Office and Storage Container Minor Utilities Outdoor Storage Yard Refuse Containers (2.35) Resource Processing Stockpiling of Resources Extracted from the Site

D. Warehousing and Freight Movement

Table 2.32-6-4
Warehousing and Freight Movement Use Category

Characteristics: Uses involved in the storage or movement of goods for themselves or other firms. Goods are generally delivered to other firms or the final consumer with little on-site sales activity to customers.

Primary Uses	Accessory Uses
Bulk storage, including cold storage plants, household moving and general freight storage, nonflammable liquids, separate warehouse used by retail store	Associated Office and Storage
Bus Shop, Garage or Storage	Container
Express Hauling	Day Care For Children of Employees
Food Packing and Distribution	Fleet Maintenance
Freight Hauling Service	Food Preparation and Dining Facility
Motor Freight Garaging and Equipment Maintenance	Fueling Facility
Moving and Storage (Household Goods)	Medical Clinic for Employees
Outdoor Storage Yard	Meeting Space
Parcel Delivery Station	Minor Utilities
Railroad Switching and Marshalling Yards	Outdoor Storage
Self-Service Storage	Recreation Facility
Semi-Trailer Parking	Refuse Containers (2.35)
Trucking Company	Single Attached Residential Unit for Caretaker
Other uses meeting the characteristics of the Warehousing and Freight Movement Use Category	

E. Waste-Related

Table 2.32-6-5
Waste-Related Use Category

Characteristics: Uses characterized by receiving solid or liquid wastes from others for transfer to another location and uses that collect sanitary wastes or that manufacture or produce goods or energy from the composting of organic material.

Primary Uses	Accessory Uses
Animal Waste Processing	Associated Office and Storage
Animal Waste Energy Converter	Container
Auto or Truck Wrecking or Towing	Fleet Maintenance
Composting Facility	Fueling Facility
Landfill	Minor Utilities
Manufacture and Production of Goods from Composting	Outdoor Storage
Medical Waste Storage and Disposal Center	Refuse Containers (2.35)
Recycling Center	Repackaging and Shipment of By-Products
Salvage or Impoundment Yard	
Solid Waste Facility	
Tire Recycling or Recapping	
Wood Chipping	
Other uses meeting the characteristics of the Waste-Related Service Use Category	

F. Wholesale Trade

Table 2.32-6-6
Wholesale Trade Use Category

Characteristics: Uses involved in the sale, lease, or rental of products to industrial, institutional or commercial businesses only. The uses emphasize on-site sales or order-taking and often include display areas. Business may or may not be open to the general public. Products may be picked up on-site or delivered to the customer.

Primary Uses	Accessory Uses
Auction, Wholesale (On-Premises)	
Bulk Fuel Sales	
Mail-Order Business	
Wholesale or Bulk Sale of Appliances, Candy and Related Products, Clothing and Apparel, Dairy Products, Commercial and Industrial Machinery, Equipment and Supplies, Drugs and Druggist Supplies, Electrical Equipment, Wiring Supplies and Other Similar Construction Material, Electronic Parts and Equipment, Fabric, Farm Machinery and Equipment, Farm Products (Raw Materials), Furniture and Home Furnishings, Groceries and Related Products, Hardware, Heating, Ventilation, and Air Conditioning Equipment, Liquor, Livestock, Lumber and Other Building Materials, Meat and Meat Products, Medical and Dental Supplies, Oil Field Chemicals, Oil Field Equipment, Produce, Special Trade Tools, Textile and Textile Products, Vending Machines and Vending Machine Merchandise	Associated Office and Storage Associated Showroom Container Day Care for Children of Employees Fleet Maintenance Food Preparation and Dining Facility Medical Clinic for Employees Meeting Space Minor Fabrication Minor Utilities Product Repair Recreation Facility Refuse Containers (2.35) Repackaging of Goods Single Attached Residential Unit for Caretaker Warehouse

- Add *shipping container* to Subsection 2.33-6, Industrial Uses, allowing shipping containers in HI and LI with height restrictions and applicable screening requirements.

D. **Recycling Center.**

1. *Outdoor Storage*. There shall be no outdoor storage or collection bins except when located in the LI zoning district.
2. *Bufferyard*. Per 3.42, *Bufferyard Landscaping*, a minimum Type B bufferyard shall be provided adjacent to any abutting residential district or residential use.

E. Shipping Containers.

1. Containers may be used as an accessory structures in HI; containers may be stacked up to 50 feet in height with no limit in the number of containers on a property. Containers shall be screened from all adjacent properties by opaque screening and natural plantings where applicable.
2. Containers may be used as an accessory structure in LI; containers may be stacked up to 30 feet in height with no limit in the number of containers on a property. Containers shall be screened from all adjacent properties by opaque screening and natural plantings where applicable.

F. **Supply House.**

Add *shipping container* to Section 2.35, Accessory Use and Structure Standards, allowing shipping containers in all residential, commercial, and industrial districts, subject to stacking, fencing, and landscaping requirements where applicable.

5. Shipping Containers.
   a. shipping containers may be used as an accessory structure, and primary structure when the shipping container is consistent with the character of the block and adjacent block, subject to applicable building codes and wind design standards adopted by the City of Baytown. Shipping containers shall comply with the maximum height, all setback and distance requirements within the applicable zoning district. Shipping containers may not be stacked on one another in a commercial or residential zoning district; unless they are the primary structure.
   b. Shipping Containers will be allowed in residential, commercial, and industrial zoning districts.
   c. In HI, shipping containers may be stacked up to 50 feet in height with no limit to the number of containers on the property.
   d. In LI, shipping containers may be stacked up to 30 feet in height with no limit to the number of containers on the property.

F. **Residential Accessory Structure or Use.**

- Amend Section 2.36 Temporary Use Standards, to create Paragraph four (4) 2.36-4- (a through e) allowing for the temporary and seasonal use of shipping containers in commercial zoning districts, subject to conditions.

4. Shipping Containers.
   a. The location of the structure is on the parcel or lot served by the shipping container. No encroachment into setbacks or over sidewalks is permitted.
   b. Where applicable, on nonresidential parcels shipping container staging may occur in the front yard.
   c. Where applicable, containers shall be screened by fencing with opaque screening and natural plantings where applicable.
   d. The facility shall be used only for a constrction site within the City or an infrastructure project that is wholly or partially in the City.
   e. Established by approval; to coincide with the use of the facility for a specified construction project, holiday, or special event.
   f. Duration should coincide with the applicable permt.
   g. An approved building permit is required to coincide with the shipping container.
5. *Extension of Approvals*. Approvals may be extended upon demonstration of good cause, appropriate

Edit Article 10, Word Usage, to allow more detail to the definition of container.

Container, or shipping container, means a reusable transport and storage unit for moving products and raw materials between locations or countries, typically made of corrugated weathering steel with a fitted door at one end that is designed to allow multiple units to be craned, fitted, and locked for stacking purposes.

- Container, or Shipping Container, means a reusable **structure, typically made of corrugated weathering steel with a fitted door at one end, that may be modified for permanent or temporary residential use as well as commercial and industrial uses.** It is designed to allow multiple units to be craned, fitted, and locked for stacking purposes, transport and storage unit for moving products and raw materials between locations or countries.

(Ordinance No. 16,334, 12/11/2025)

CITY COUNCIL MEETING 6. a.

Meeting Date: 04/09/2026

Subject: City of Baytown extending the Civil Service Line of Duty Injury Leave of Absence of a Firefighter.

Prepared for: Joey Lopez, Human Resources **Prepared by:** Joey Lopez, Human Resources

Department: Human Resources

Information

ITEM

Consider a resolution of the City Council of the City of Baytown extending the Civil Service Line of Duty Injury Leave of Absence of a Firefighter.

PREFACE

Texas Local Government Code Chapter 143.073(a) authorizes a municipality to provide a firefighter or police officer leave of absence for an illness or injury related to the person's line of duty. The leave is with full pay for a period commensurate with the nature of the line of duty illness or injury for up to one-year, if necessary.

A City Firefighter has been on line of duty injury leave of absence at full pay due to an injury occurring on February 13, 2025. Texas Local Government Code Chapter 143.073(b) authorizes a municipality's governing body to extend the line of duty injury leave of absence at full or reduced pay.
As of April 15, 2026, the City Firefighter will reach the leave period of one year (based on the cumulative leave of actually being on leave of absence due to the injury).

Council may authorize to extend the leave of absence for a duration of their choice at either full or reduced pay. If an extension is approved, it will be effective starting from April 15, 2026.

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 additional fiscal impact associated with this item that was not already budgeted.

Attachments

Resolution Form to Extend Leave of Absence for FF Vanessa Chavez.vh

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, EXTENDING THE CIVIL SERVICE LINE OF DUTY INJURY LEAVE OF ABSENCE OF BAYTOWN FIREFIGHTER VANESSA CHAVEZ FOR _____ MONTHS AT FULL OR REDUCED PAY; AND PROVIDING AN EFFECTIVE DATE.

****

WHEREAS, on February 13, 2025, Baytown Firefighter Vanessa Chavez was placed on line of duty injury leave of absence at full pay for an injury incurred in the line of duty; and

WHEREAS, Texas Local Government Code Chapter 143.073 (The Fire Fighter and Police Officer Civil Service Act) provides for a line of duty injury leave of absence for up to one-year at full pay, commensurate with the nature of that injury, for a firefighter injured in the line of duty; and

WHEREAS, due to the injuries incurred on or about February 13, 2025, Firefighter Chavez was placed on a line of duty injury leave of absence at full pay and it was not expected that Firefighter Chavez would return to duty as of April 15, 2026; and

WHEREAS the Civil Service Act authorizes a municipality's governing body to extend a firefighter's line of duty injury leave of absence after the initial one-year period has expired, at full or reduced pay; and

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

Section 1. The findings and recitations contained in the preamble of this Resolution are incorporated herein by reference.

Section 2. Except as provided for in Section 4, the line of duty injury leave of absence of Baytown Firefighter Vanessa Chavez authorized by Texas Local Government Code Chapter 143.073 is hereby extended at full or reduced pay for _____ months effective April 15, 2026 and continuing through _____.

Section 3. The full or reduced pay authorized in Section 2 shall be in an amount that ensures that the weekly monetary benefits that Firefighter Chavez receives and is entitled to under State law, when combined with a biweekly check from the City pursuant to Chapter 143.073, equals what her biweekly City of Baytown gross pay would be as of February 13, 2025 (currently _____), adjusted as necessary to reflect any pay raise that she is entitled to pursuant to the Collective Bargaining Agreement between the City of Baytown and The International Association of Firefighters Local 1173 in effect on February 13, 2025, and any subsequent Collective Bargaining Agreements, applicable.

Section 4. If between February 13, 2025 and April 15, 2026, Firefighter Chavez is released by her treating physician and returns to work for the City in any capacity, regardless of the number of hours she works or the duties she performs, the injury leave of absence and the associated reduced pay authorized by this Resolution shall end on the first day she assumes those duties and shall not be reinstated except upon further action by the City Council.

Section 5. This Resolution shall become effective immediately upon its passage and approval.

INTRODUCED, READ AND PASSED by the affirmative vote of the City Council of the City of Baytown this the 9th day of April, 2026.

CHARLES JOHNSON, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

SCOTT LEMOND, City Attorney

R:\Ordinances and Resolutions\Resolution Drafts\City Council\2026-4-9\Resolution Form to Extend Leave of Absence for FF Vanessa Chavez.vh.docx

CITY COUNCIL MEETING 7. a.

Meeting Date: 04/09/2026
Subject: Authorizing Application_FY2025 Edward Byrne Memorial Justice Assistance (JAG) Grant Program - Police
Prepared by: Leasa Lopez, Finance
Department: Police

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 Fiscal Year 2025 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 FY25 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 $26,093 for Police Department overtime for the Firearms Training Simulator ("FATS") Instructors. The training enables users to experience real, life-threatening situations in a safe and controlled environment to improve officer and public safety.

This annual program is generally conducted late summer or fall for a period of three to six weeks in Year 2 of the grant and is mandatory for all City of Baytown Law Enforcement Officers (LEOs). The City makes this training available to other agencies, including the Goose Creek Consolidated Independent School District officers. The funding amount of $26,093.00 is a formula-based allocation from the U.S. Department of Justice and requires no matching funds from the City. The FY2025 grant application deadline is April 28, 2026.

Fiscal Impact

Fiscal Year: 27
Acct Code:
Source of Funds (Operating/Capital/Bonds): Grant
Funds Budgeted Y/N: N
Amount Needed: 26,093
Fiscal Impact (Additional Information):
If approved and funded, the grant pays out $26,093 with no local match required.

Attachments

Resolution for the JAG Grant (Edward Byrne Memorial) Criminal Justice Grant
Proj Narrative
ProjBudgetDetail
FY24 JAG_Res No 2946

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, FY2025 LOCAL SOLICITATION ON BEHALF OF THE BAYTOWN POLICE DEPARTMENT IN AN AMOUNT NOT TO EXCEED TWENTY-SIX THOUSAND NINETY-THREE AND NO/100 DOLLARS ($26,093.00); 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, FY2025 Local Solicitation on behalf of the Baytown Police Department in an amount not to exceed TWENTY-SIX THOUSAND NINETY-THREE AND NO/100 DOLLARS ($26,093.00).

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 9th day of April, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

CITY OF BAYTOWN

POLICE DEPARTMENT

3200 N. Main St.
Baytown, Texas 77521
(281) 422-8371 • (281) 533-8181 Fax

Program Narrative (Attachment 1) – Category 2

FY 2025 Edward Byrne Memorial Justice Assistance Grant ("JAG") Local Solicitation

Applicant: City of Baytown, Texas

Project Description:

Firearms Training Simulator Program: Grant funds will be utilized to fund overtime (OT) for two to three training officers who will administer Baytown's annual computerized Firearms Training Simulator (FATS) to reinforce tactical training. The training enables users to experience real, life-threatening situations in a safe and controlled environment to improve Officer and public safety. There are two critical elements of the training program which benefit our front-line officers: "Shoot/Don't Shoot" and "Active Shooter." The first program includes scenarios to help our officers perform better in hostile environments if/when they are faced with one and the second helps officers react appropriately to threats and threatening situations with a focus on de-escalation using critical thinking and live role play along with the simulator. This program is generally conducted mid-to-late summer or in the fall for a period of three weeks in Year 2 of the grant. This training is mandatory for all LEOs assigned to the City of Baytown. The City makes this training available at no cost to other agencies including the Goose Creek Consolidated Independent School District officers.

Submitted by: Lt. Mark Freeman, Baytown Police Department, 281-422-8281 Mark.Freeman@Baytown.org

CITY OF BAYTOWN

POLICE DEPARTMENT

3200 N. Main St.
Baytown, Texas 77521
(281) 422-8371 • (281) 533-8181 Fax

Project Budget Detail (Attachment 0) – Category 2

FY 2025 Edward Byrne Memorial Justice Assistance Grant ("JAG") Local Solicitation

Project Title: Overtime for Annual Firearms Training Simulator

Budget Detail: Year 1

In year 1, the grant funds will not be used.

Budget Detail: Year 2

Does this budget contain conference costs?	No

A. Personnel

Name	Position	Computation						
		OT Rate (average)	Rate	Time Worked	% of time	Total Cost	Local Match	Federal Request
Officer 1	Trainer, Annual FATS Program	$81.54	Hourly	100	100%	$8,154	$0.00	$8,154
Officer 2	Trainer, Annual FATS Program	$81.54	Hourly	100	100%	$8,154	$0.00	$8,154
Officer 3	Trainer, Annual FATS Program	$81.54	Hourly	100	100%	$8,154	$0.00	$8,154

					Totals	**$26,093**		**$26,093**
Narrative	This request provides overtime pay for Baytown Police Department members to run an important annual program: Firearms Training Simulator Training. This program is conducted each year over a period of 3 weeks in mid-to-late summer or fall (as funding becomes available) and is led by a rotating team of Baytown Police Department members with the rank of Patrolman, Sergeant and/or Lieutenant. Throughout the three-week training schedule, two to three BPD LEOs will lead the training together on an overtime pay basis as this assignment is in addition to their regular schedule/duties. Pay rates differ for each rank of BPD member and overtime pay is calculated at a rate equal to 1.5x each BPD members' standard hourly rate. For the purpose of this budget, we are using an average of those overtime rates in our calculations: $81.54. • Officer 1 will spend 100 overtime hours on FATS Training. • Officer 2 will spend 100 overtime hours on FATS Training. • Officer 3 will spend 120 overtime hours on FATS Training.							

B. Fringe Benefits
Fringe benefits are not calculated as part of the overtime (OT) budgeted in this grant.
C. Travel
There is no travel budgeted or planned with this project.
D. Equipment
There is no equipment budgeted in this project.
E. Supplies

There are no supplies budgeted in this project.
F. Construction
There are no construction costs budgeted for this project.
G. Subawards (Subgrants)/Consultant Travel
There are no subawards, subgrants nor any consultant travel costs for this project.
H. Procurement Contracts
There are no Procurement Contracts budgeted for this project.
I. Other Costs
There are no other costs budgeted for this project.
J. Indirect Costs
There are no Indirect Costs budgeted for this project.
Budget Detail: Year 3
In year three, the grant funds will not be used. The project will be closed.

Budget Detail: Year 4
In year four, the grant funds will not be used; Grant will close in Year 3.
Budget Detail: Year 5
In year five, the grant funds will not be used; Grant will close in Year 3.

Submitted by: Lt. Mark Freeman, Baytown Police Department, 281-422-8281

Mark.Freeman@Baytown.org

RESOLUTION NO. 2946

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, FY2024 LOCAL SOLICITATION ON BEHALF OF THE BAYTOWN POLICE DEPARTMENT IN AN AMOUNT NOT TO EXCEED TWENTY-TWO THOUSAND FOUR HUNDRED TWENTY-EIGHT AND NO/100 DOLLARS ($22,428.00); 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, FY2024 Local Solicitation on behalf of the Baytown Police Department in an amount not to exceed TWENTY-TWO THOUSAND FOUR HUNDRED TWENTY-EIGHT AND NO/100 DOLLARS ($22,428.00).

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 26th day of September, 2024.

BRANDON CAPETILLO, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

SCOTT LEMOND, City Attorney

R:\Ordinances and Resolutions\Ordinance Drafts\2024-09-26\Resolution for the JAG Grant (Edward Byrne Memorial) Criminal Justice Grant.docx

CITY COUNCIL MEETING 7. b.

Meeting Date: 04/09/2026

Subject: Consider an ordinance ratifying and authorizing approval of an electricity supply agreement between the Baytown Water Authority and Constellation New Energy Inc.

Prepared for: Scott Lemond, Legal **Prepared by:** Gerald Pierce, Finance

Department: Finance

Information

ITEM

Consider an ordinance ratifying an electricity supply agreement between the Baytown Area Water Authority and Constellation New Energy Inc., pending ratification by the Baytown Area Water Authority Board of Directors.

PREFACE

This proposed ordinance ratifies and approves an electricity supply agreement between the Baytown Area Water Authority ("BAWA") and Constellation New Energy Inc., subject to the approval and ratification of the same by the BAWA Board of directors. Due to the fact that electric rates fluctuate daily and quotes from retail electric providers are good for a single day, the Acting General Manager of BAWA executed an electricity supply agreement with Constellation New Energy by which BAWA agrees to pay Constellation New Energy as specified in the attached Account Schedule per kWh of electric energy consumed in a Billing Cycle. This agreement will be presented to the BAWA Board on April 15, 2026, for ratification and approval.

Fiscal Impact

Fiscal Year:	2026-2027
Acct Code:	10003011-54002
Source of Funds (Operating/Capital/Bonds):	OPERATING
Funds Budgeted Y/N:	Y
Amount Needed:	$106,000.00

Fiscal Impact (Additional Information):

Amount Varies

Attachments

Ordinance Approving Electric Supply Agreement between BAWA and Constellation New Energy
Exhibit A--Constellation Contract BAWA
Exhibit A--Constellation Master agreement BAWA

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING APPROVAL OF A MASTER RETAIL ELECTRICITY SUPPLY AGREEMENT BETWEEN THE BAYTOWN AREA WATER AUTHORITY AND CONSTELLATION NEW ENERGY, INC.; APPROVING PAYMENT BY THE BAYTOWN AREA WATER AUTHORITY IN AN AMOUNT NOT TO EXCEED ONE HUNDRED SIX THOUSAND AND 00/100 DOLLARS ($106,000.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

****

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

WHEREAS, on April 15, 2026, the Board of Directors of BAWA will meet and consider approval and ratification of a Master Retail Electricity Supply Agreement with Constellation New Energy, Inc; and

WHEREAS, the City of Baytown desires to approve the same; 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, subject to ratification and approval by the Board of Directors of BAWA, the City Council of the City of Baytown, Texas, hereby approves the Master Retail Electricity Supply Agreement between the Baytown Area Water Authority and Constellation New Energy, Inc. and approves payment by BAWA in an amount not to exceed ONE HUNDRED SIX THOUSAND AND 00/100 DOLLARS ($106,000.00). A copy of said Agreement is attached hereto as Exhibit A and incorporated herein by reference.

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 9th day of April, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

Constellation

Agreement is Not Valid Unless Executed by Seller

Constellation NewEnergy, Inc.
Fixed Price Solutions Transaction Confirmation Confirmation – for HGACEnergy Members

This TC is entered into pursuant to and in accordance with a Master Agreement executed on 3/25/2026 by and between Constellation NewEnergy, Inc. ("**Seller**") and **Baytown Area Water Authority** ("**Customer**"), and is subject to all of the provisions, terms and conditions of such Master Agreement. Notwithstanding anything to the contrary, any conflict between this TC and the Master Agreement will be resolved in favor of this TC, but only with respect to the Account(s) listed on this TC. This TC supersedes all prior agreements and understandings with respect to the Account(s), and may not be contradicted by any prior or contemporaneous oral or written agreement. Capitalized terms used herein but not defined will have the meanings ascribed to them in the Master Agreement.

Price Terms. The prices contained in the Account Schedule include all the costs listed below as "Fixed", meaning that they will remain constant for the existing term of this TC and may only be subject to change as a result of a Change in Law as described in the Master Agreement. Costs listed below as "Passed Through" means that charges for these costs will change during the existing term of this TC to the extent the related charges vary for any reason. At any time during the term of this TC, Customer may request the purchase of renewable energy certificates in an amount equal to a prescribed percentage of Customer's load volume by entering into one or more Retail Trade Transactions ("RTTs"), which shall be evidenced by a fully executed RTT Confirmation and be incorporated herein.

Cost Components. For each of the items listed as "Fixed" below, this means the item is included in your contract prices as set forth in the Account Schedule. For each of the items listed as "Passed Through" below, this means that you will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1 Definitions of the General Terms and Conditions.

Energy Costs	Fixed
Ancillary Services And Other ISO Costs	Fixed
ERCOT Nodal Ancillaries Costs	Fixed
RUC Capacity Short Charge Costs	Fixed
Basis Costs	Fixed
Line Loss Costs	Fixed
Renewable Portfolio Standards Costs	Fixed
RT Ancillary Imbalance Costs	Fixed
ERCOT Securitization Default Charges	Passed Through
ERCOT Securitization Uplift Charges	Passed Through
ERCOT Contingency Reserve Service (ECRS) Charges	Fixed
Firm Fuel Supply Service (FFSS) Charges	Fixed

The contract prices contained in the Account Schedule include credit costs and margin. CRR Auction Revenue Distribution is included in the contract price. In addition, Seller's invoice to Customer shall (a) either include in Energy Costs or separately state the fee earned by the coordination consultant under contract with the H-GAC Energy Purchasing Corporation in accordance with the contracted rate schedule with said consultant, and (b) separately state the H-GAC Energy Purchasing Corporation Aggregation Fee of $0.00045 per kWh (which is separate and apart from the fee earned by the coordination consultant).

Acknowledgment of Risk. If Customer (referred to as "I" in the language below) receives a Wholesale Indexed Product or Passed Through Ancillary Services And Other ISO Costs or ERCOT Nodal Ancillaries or RUC Capacity Short Charge Costs or RT Ancillary Imbalance Costs or any other ancillary services charges, then the following shall apply:

Wholesale Indexed Product: **I understand that the volatility and fluctuation of wholesale energy pricing may cause my energy bill to be multiple times higher in a month in which wholesale energy prices are high. I understand that I will be responsible for charges caused by fluctuations in wholesale energy prices**.

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Passed Through Ancillary Service Charges: **I understand that my energy bill may include a separate assessment of ancillary service charges, which may cause my energy bill to be multiple times higher in a month in which ancillary services charges are high. I understand that I will be responsible for charges caused by fluctuations in ancillary service charges**.

Passed Through ERCOT Securitization Charges:
To address issues arising from Winter Storm Uri in February 2021, the Texas legislature enacted House Bill 4492 to authorize financing mechanisms to provide funds to help stabilize the market. Subchapter M (PUCT Docket 52321) and Subchapter N (PUCT Docket 52322) resulted in the following charges: ERCOT Securitization Default Charges are those related to ERCOT's financing of costs associated with certain market participants defaulting on their payment obligations as a result of Winter Storm Uri, and ERCOT Securitization Uplift Charges are those related to ERCOT's financing of costs associated with extraordinary costs charged to load serving entities, including retail electric providers, during Winter Storm Uri. Notwithstanding anything to the contrary herein, Accounts located in Lubbock Power & Light will not be charged ERCOT Securitization Default Charges or ERCOT Securitization Uplift Charges.

Billing. Customer's Account(s) will be billed as follows per the Master Agreement: Seller Consolidated Billing

Section 1.1. Definitions.
"Ancillary Services And Other ISO Costs" means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff ("OATT") and for other ISO costs not otherwise included in any of the defined cost components in this TC. Seller will reasonably determine an Account's monthly Ancillary Services And Other ISO Costs based on the Account's $/kWh share of cost for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as Seller may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.
"Basis Costs" means the difference in market prices between the zone of the service account and the supply hub associated with the service account energy zone. The real time market price will be used to calculate Basis Costs except that where the contract specifies use of the day ahead market price as the energy index for settlement, the day ahead index price will be used for calculating Basis Costs.
"Covered Bandwidth" does not apply to this TC.
"CRR Auction Revenue Distribution" means disbursements of surpluses associated with the ERCOT Nodal Protocols that are generated from Congestion Revenue Rights to Seller based on Load Ratio Shares (LRS), as such terms are defined in the ERCOT Nodal Protocols.
"Energy Costs" means a charge for the cost items included in the Locational Marginal Price for the ISO zone identified in the Account Schedule
"**ERCOT Contingency Reserve Service (ECRS) Charges"** means charges and fees associated with and defined in the ERCOT Nodal Protocols and allocated by ERCOT on the basis of Load Ratio Share (LRS) for an Ancillary Service that provides operating reserves that is intended to: (a) restore Responsive Reserve Service (RRS) to 60 Hz within ten minutes of a frequency deviation that results in significant depletion of RRS by restoring frequency to its scheduled value to return the system to normal; (b) provide energy or continued Load interruption to avoid or during the implementation of an Energy Emergency Alert (EEA); (c) provide backup regulation; and (d) be sustained at a specified level for two consecutive hours.
"ERCOT Nodal Ancillaries Costs" means additional charges and fees associated with and defined in the ERCOT Nodal Protocols including, but not limited to, Load-Allocated Firm Fuel Supply Service, Base Point Deviation Payment, Charge for Emergency Power Increases, RUC Make Whole Uplift Charge, RUC Decommitment Charge, and RUC Clawback Payment.
"**ERCOT Securitization Default Charges**" means charges related to ERCOT's financing of costs associated with certain market participants defaulting on their payment obligations as a result of Winter Storm Uri.
"**ERCOT Securitization Uplift Charges**" means charges related to ERCOT's financing of costs associated with extraordinary costs charged to load serving entities, including retail electric providers, during Winter Storm Uri.
"**Firm Fuel Supply Service (FFSS) Charges**" means charges and fees associated with and defined in the ERCOT Nodal Protocols for a service provided by certain Generation Resources in order to maintain Resource availability in the event of a natural gas curtailment or other fuel supply disruption**.**
"Holdover Fee" means a cost of $.005250 per kWh in the holdover rate.
"**Line Loss Costs"** means the costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kWh difference between the UDC metered usage and the ISO settlement volumes (the "Line Loss Usage"). If Line Loss Costs are "Fixed," the Line Loss Costs are included in the contract price and will not be invoiced as a separate line item. If Line Loss Costs are "Fixed (Charged Separately)", the contract price shall be applied to the Line Loss Usage and appear as a separate line item on the invoice. If Line Loss Costs are "Passed Through," the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable locational marginal price for the Line Loss Usage.
"Locational Marginal Price" means the Settlement Point Price (SPP) for the relevant index, day ahead or real time, as established by ERCOT rules (and includes the ORDC Real-Time Price Adder as set forth in NPRR 568 which provides for the implementation of an Operating Reserve Demand Curve (ORDC) beginning on June 1, 2014).
"LMP" or "Holdover Market Price" means the real time Locational Marginal Price.
"Non Time Of Use" or **"Non TOU"** means all hours of each day.
"Off Peak" means all hours other than Peak hours.

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Sales Rep: Gary Hudson G670152.67622.0 Printed: 3/25/2026

"Payment Date" means the date **thirty (30)** days following the invoice date, by which Customer's payment to Seller is due without offset or reduction of any kind.
"Peak" means the hours designated as peak from time to time by the UDC.
"Pricing Schedule" means "Transaction Confirmation" or "TC".
"RT Ancillary Imbalance Costs" means for any billing period the applicable charges or credits regarding real-time (RT) ancillary imbalance services as set forth in Nodal Protocol Revision Request 568 (NPRR 568) and the ERCOT Nodal Protocols which provides for the implementation of an Operating Reserve Demand Curve (ORDC) beginning on June 1, 2014.
"Renewable Portfolio Standards Costs" means the costs associated with meeting renewable portfolio standards costs at the levels required by currently applicable Law. If Renewable Portfolio Standards Costs are not included in the contract price, such costs for a particular month will be the product of (i) the Monthly RPS Price; and (ii) an Account's monthly kWh usage. The Monthly RPS Price is the price of renewable portfolio standards compliance for the Account, for a particular month, fixed by reference to the renewable portfolio standards forward price curve for the state where the Account is located.
"RUC Capacity Short Charge Costs" means charges and fees associated with the ERCOT RUC Capacity Short charge. If Customer enters into RTT(s) to fix Customer's energy price, the RUC Capacity Short Charge will be fixed for any RTT volumes that are associated with a Fixed Price or Heat Rate RTT.
"Utility" means the "local electricity distribution company" or "UDC".
"Wholesale Indexed Product" means a retail electric product in which the price a customer pays for electricity includes a direct pass-through of real-time settlement point prices determined by the independent organization certified under the Texas Utilities Code Section 39.151 for the ERCOT power region.

Section 2.1. Initial Term. With respect to each Account set forth in the Account Schedule below, electricity supply shall commence on or about the date set forth under "Start Date", and end on or about the date set forth under "End Date" in accordance with the terms of the Agreement. Service may be extended for a holdover term as described in the Master Agreement.

Section 2.2. Seller and UDC Contact Information. Customer may contact Seller regarding its invoice or other matters concerning this TC at Seller's Customer Service Department by toll-free telephone at 844-636-3749, or email at CustomerCare@Constellation.com. **CUSTOMER AGREES TO CONTACT ITS UDC IN THE EVENT OF A POWER OUTAGE OR OTHER ELECTRICITY RELATED EMERGENCY AT THE FOLLOWING TELEPHONE NUMBERS:**

UDC Name	UDC Abbreviation	Contact Numbers
CenterPoint Energy	CNP	1-800-332-7143

Public Utility Commission of Texas. Additional information, including information on consumer rights, may be obtained by contacting the Public Utility Commission of Texas ("PUCT") at (888) 782-8477.

Section 2.3. CUSTOMER PROTECTIONS AND WAIVERS OF CONSUMER RIGHTS. CUSTOMER AGREES THAT THE PUCT's CUSTOMER PROTECTION RULES, 16 TEX. ADMIN. CODE, SUBCHAPTER R (§§25.471 ET SEQ) ***ARE WAIVED AND DO NOT APPLY*** TO THE AGREEMENT TO THE EXTENT ALLOWED BY LAW. **THE AGREEMENT GOVERNS IN THE EVENT OF ANY CONFLICT BETWEEN IT AND THE PUCT'S CUSTOMER PROTECTION RULES**. CUSTOMER CAN VIEW THESE RULES AT: http://www.puc.state.tx.us/rules/subrules/electric/index.cfm. ***AFTER CONSULTING WITH AN ATTORNEY OF CUSTOMER'S OWN SELECTION, CUSTOMER VOLUNTARILY WAIVES CUSTOMER'S RIGHTS, IF ANY, UNDER THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, §§ 17.41 ET SEQ., TEXAS BUSINESS & COMMERCE CODE ("DTPA"), A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS***.

Section 2.4. Miscellaneous. For Account(s) located in Texas:
(i) Certain Warranties and Prompt Payment. Customer warrants and represents that for Account(s) located in the State of Texas, Customer's aggregate peak load during any 12 month period is greater than 50 kilowatts or that Customer's load is part of an aggregation program whose peak demand is in excess of 50 kilowatts during the same 12-month period, and that the electricity supplied under Customer Agreement is not for use at a residence. Chapter 2251 of Subtitle F of the Texas Government Code (the "Prompt Payment Act") applies to Seller's service to Texas governmental entities. If Customer is a Texas political subdivision, such as a county, municipality, public school district or special-purpose district or authority, then Customer acknowledges that the Prompt Payment Act allows a governmental entity to take advantage of an offer for an early payment discount and to negotiate a prompt payment discount with a vendor when possible. If this Agreement contains a Payment Date less than 45 days, then Customer and Seller agree that the price offered to Customer represents an early payment discount for shorter payment terms instead of the standard 45 day payment terms for a political subdivision.

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(ii) DISCONNECTION. Pursuant to PUCT regulations, all retail electric providers are allowed to disconnect customers for non-payment or if no service contract is in effect. Notwithstanding anything in this Agreement to the contrary, Customer acknowledges that in addition to the rights set forth in Customer's Agreement, Seller shall be entitled to disconnect Customer's service for non-payment or no contract to the extent allowed by law. Customer holds Seller harmless for any interruptions or disruptions of service initiated by the UDC. Customer shall reimburse Seller for any costs incurred or passed through to Seller by the UDC for reinstatement of service.
(iii) Termination of Holdover Term. Notwithstanding any other provisions to the contrary in this Agreement regarding the holdover term, upon termination of the holdover term by either Party, NewEnergy may, in accordance with Law, take steps to cease providing service to Customer.
(iv) Governmental Entity Requirement. Chapter 2270 of Subtitle F, Title 10 of the Texas Government Code applies to Seller's contracts for goods or service to a Texas governmental entity. By signing and entering into this Agreement, Seller verifies that it does not boycott Israel and will not boycott Israel during the term of the TC.
(v) Requirements service. To the extent that Customer operates health care or other facilities for which it maintains emergency generators, use of such generators in an outage or force majeure situation or for required testing purposes for limited periods is allowed.
(vi) Public Information Act. It is recognized by the parties that Buyer is subject to the Public Information Act (Chapter 552, Texas Government Code), that this Agreement is subject thereto, including any applicable disclosure exemptions therein, and that Seller may be a contractor or vendor and this Agreement may be a contract subject thereto. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

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Each Party has caused this Transaction Confirmation to be executed by its authorized representative on the respective dates written below.

Constellation NewEnergy, Inc.

Signature: Amanda Stewart

Amanda Stewart

Vice President – Retail Ops

Printed Name:

Title: 3/25/2026

Address: 1001 Louisiana St. Constellation Suite 2300
Houston, TX 77002
Attn: Contracts Administration

Fax: **888-829-8738**

Phone: **844-636-3749**

Customer: Baytown Area Water Authority

Signature: _____

Printed Name: Brant Gary

Title: Assistant City Manager/
Assistant General Manager

Date: March 25, 2026

Address: 2401 Market Street
Baytown, TX 77520

Fax:

Phone: 281-420-6500

Email: brant.gary@baytown.org

Customer Authorized Persons (Primary Contact):

Name: Kenya Small
Title: Purchasing Coordinator
Email: Kenya.Small@baytown.org
Alt. Email: Purchasing@baytown.org
Phone: (281) 420-6525

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ACCOUNT SCHEDULE:
For: Baytown Area Water Authority
The Pricing set forth below is only valid until 5:30 PM Central Prevailing Time on March 25, 2026

Seller shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.
Please verify that your specific information is COMPLETE and ACCURATE.
Your review and acceptance of this information will help ensure accurate future invoices

Notes: Accounts and Service Addresses listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the UDC, ISO or other entity.

No. of Service Accounts: 2

UDC	UDC Account Number	Service Address	Start Date	End Date	Energy Price Non TOU ($/kWh)
CNP	1008901001901384500118	7425 THOMPSON RD #1, BAYTOWN, TX 77521	04/22/26	04/21/31	$0.06276
CNP	1008901011901602720119	7444 FM 1405 RD, BAYTOWN, TX 77523-0000	04/30/26	04/29/31	$0.06276

TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO SELLER AT 888-829-8738.

- Ameresco, Inc. ("Broker") is acting on Customer's behalf as Customer's representative and is **not** a representative or agent of Constellation;
- To compensate Broker for its efforts to facilitate our entering into this TC, Constellation is remitting a $/kWh fee on Customer's behalf to Broker on all electricity supply provided under this TC;
- Constellation may also remit an additional fee to Broker on Customer's behalf for each additional Retail Trade Transactions ("RTTs") entered into in connection with this TC; and
- Customer's prices set forth in this TC and in any RTTs for which a fee is included are inclusive of the fee(s) being disbursed to Broker.
- Customer should direct any questions regarding such fee(s) to Broker.

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MASTER RETAIL ELECTRICITY SUPPLY AGREEMENT -- FOR HGACENERGY MEMBERS

This Master Retail Electricity Supply Agreement ("**Master Agreement**" or "**Agreement**") is entered as of 3/25/2026 ("**Effective Date**") by and between **Baytown Area Water Authority** ("**Customer**" or "**Buyer**") and Constellation NewEnergy, Inc. ("**Constellation**" or "**Seller**"). Constellation and Customer are sometimes referred to individually as a "**Party**" and collectively as the "**Parties**." This Master Agreement sets forth the general terms and conditions governing transactions for the purchase and sale of electricity and related products and services to one or more of Customer's accounts (each an "**Account**") as agreed to from time to time (each a "**Transaction**"). Each Transaction shall be evidenced by a pricing schedule, rider or other form of transaction confirmation (each a "**TC**" or "**Confirmation**"). This Master Agreement and each TC executed pursuant hereto shall constitute a single integrated agreement between the Parties (collectively referred to as the "**Agreement**"). Any conflict between the terms and conditions of this Master Agreement and any TC shall be resolved in favor of the TC. The Parties intend that they are legally bound by the terms of each TC from the moment each Party agrees to those terms, whether via (i) e-mail transmission solely by designated authorized persons listed below under the Parties' signature, or (ii) a duly executed, written TC. Nothing in this Master Agreement obligates either Party to enter into a TC at any time.

1. **Constellation and Customer Obligations.** Constellation shall sell and supply, and Customer shall purchase and receive, Customer's full requirements for electricity for each Account identified in a TC. Constellation, in its sole discretion, may select such sources of energy as it deems appropriate to meet its obligations under the Agreement. Furthermore, Constellation shall enroll each Account with the applicable UDC as being supplied by Constellation and shall take such other actions with the applicable UDC and ISO necessary for Constellation to meets its obligations under the Agreement. "UDC" or "Utility" means the local utility distribution company owning and/or controlling and maintaining the distribution system required for delivery of electricity to an Account. "ISO" means the independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity.

2. **Term of Master Agreement.** The term of this Master Agreement will commence on the Effective Date and, unless terminated earlier as provided in this Master Agreement, will continue until terminated by either Party upon 30 days prior written notice to the other; provided any TC will continue to be governed by this Master Agreement until the TC has been separately terminated or expired.

   Term of TC. The term of each TC (which may also be identified as a Delivery Period) shall commence on or about the date set forth under "Start Date", and end on or about the date set forth under "End Date" in accordance with the terms of this Master Agreement. The actual Start Date is dependent on the UDC successfully enrolling the Account(s) and furnishing Constellation with all necessary information regarding the Account(s) meter read cycle and meter read date(s). The dates set forth in the TC reflect UDC information available at that time or as otherwise estimated by Constellation. The actual meter read dates may occur on or about the dates set forth in the TC. Constellation will use commercially reasonable efforts to begin service to each Account(s) on the actual meter read date on or about the Start Date set forth in a TC. If Constellation is unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment. The End Date will remain the same unless extended for a holdover term. Constellation shall not be liable for any failure to enroll or drop an Account by the Start and End Date due to circumstances beyond its control.

3. **Information and Authorization.** Customer hereby authorizes Constellation to take such actions it deems necessary to enroll the Account(s) with the UDC as to be served by Constellation and to otherwise meet its obligations under the Agreement. Customer's signature on a TC or acceptance of terms via e-mail transmission constitutes its written authorization for Constellation to obtain from time to time from the UDC and ISO all current and historical energy billing, usage data and other related information. Customer shall take any actions, execute any documents and provide any information as Constellation reasonably requires.

4. **Billing and Payment.**

   Billing. After receiving Customer's usage for the Accounts, Customer will be billed for electricity usage and related products and services supplied under the Agreement as follows: Constellation Consolidated Billing: Customer will receive one invoice from Constellation that includes both the Electricity Charge and the Delivery Charges. "Electricity Charge" means the product of (i) the fixed or variable price for electricity, and other related fixed and/or pass through charges for related products and services supplied, as set forth in the TC for each Account; and (ii) the billing units associated with such charges during the applicable period.

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Taxes. Customer shall pay all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the electricity and related products and services provided under the Agreement, including any taxes enacted after the Effective Date (collectively, "Taxes"). Constellation will apply all appropriate Taxes unless and until Customer provides a valid certification of tax exempt status. To the extent allowed by Law each Party shall indemnify, defend and hold harmless the other Party from and against any Taxes for which the indemnifying Party is responsible. All Taxes invoiced to Customer under the Agreement will be included on the invoice or in the applicable fixed price as allowed by Law.

Estimates. Constellation's ability to invoice Customer is dependent on the UDC's or ISO's ability to timely furnish Constellation with all necessary information, including Customer's metered usage. When there is a delay in receiving information from the UDC, ISO and/or other third parties, Constellation will, to the extent necessary, estimate charges and credits for a billing period and reconcile such estimates against actual charges and credits in a future invoice(s). Each invoice is also subject to adjustment for errors in arithmetic, computation, meter readings or other errors. Interest shall not accrue on such adjustments. For charges based on metered usage, if an Account is not equipped with meters that provide an hourly reading, Constellation will use either applicable load profiles provided by the UDC or, in their absence, an otherwise reasonable allocation method.

Payment. Constellation's invoices will be sent to Customer in accordance with Constellation's normal billing cycle, as adjusted from time to time consistent with the applicable UDC's meter read dates. The invoices will state any applicable Electricity Charge, Delivery Charges, Taxes and other amounts related to the purchase and delivery of electricity. Constellation's invoices are due and payable on the 20th day after the invoice date, or such other date as required by Law or as set forth in a TC ("Payment Date") without offset or reduction of any kind to the address on the invoice. If Customer disputes any invoice amount, Customer shall nonetheless pay the entire invoice amount when due. Upon resolution of a dispute, Constellation shall pay any agreed-to refund to Customer. Invoices not paid on or before the Payment Date will accrue interest daily on outstanding amounts from the Payment Date until paid in full, at the lesser of 1.50% per month or the highest rate permitted by Law. All invoices (including adjustments thereto) are conclusively presumed final and accurate unless such invoices are objected to by either Party in writing, including adequate explanation and/or documentation, within 24 months after the date such invoice was rendered, provided however, Constellation may rebill based on post-period audits or adjustments made by the ISO, UDC, or other governmental authority, commission or agency with jurisdiction in the state in which the Accounts are located.

5. **Holdover.** If following termination or expiration of a TC (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the UDC as being supplied by Constellation, Constellation may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, Constellation will calculate Customer's invoice as follows: (Each Account's metered usage, as adjusted by the applicable line loss factor(s)) *times* (the applicable ISO-published Real Time or Day Ahead Locational Based Marginal Price ("LMP") identified in each TC + the $/kWh holdover fee set forth in each TC) + (a pass through of all costs and charges incurred by Constellation for the retail supply of electricity to Customer) + Taxes. This Master Agreement will continue to govern the service of such Account(s) during such holdover term. Either Party may terminate the holdover term at any time within its discretion at which time Constellation will drop each Account as of the next possible meter read date to the then-applicable tariff service, whether default service or otherwise.

6. **Adequate Assurance.** If Constellation has reasonable grounds: (i) to believe that Customer's creditworthiness has become unsatisfactory; or (ii) for insecurity with respect to Customer's performance under the Agreement, Constellation may demand, in writing, adequate assurance of future performance from Customer in a form, in an amount, from an issuer, and for a term, all as reasonably satisfactory to Constellation ("Adequate Assurance"). To satisfy a demand, Customer shall provide Adequate Assurance to Constellation within 3 Business Days of the date of the written demand. "Business Day" means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday and shall open at 8:00 a.m. and close at 5:00 p.m. Eastern Prevailing Time.

7. **Event of Default.** An "Event of Default" means any one of the following: (a) Customer's failure to make, when due, any payment required under the Agreement if not paid within 5 Business Days (or such longer period required by applicable Law) following written notice to Customer that a payment is past due; (b) any representation or warranty made by a Party in the Agreement is false or misleading in any material respect when made or ceases to remain true in all material respects during the term of the Agreement, if not cured within 5 Business Days after written notice from the other Party; (c) Customer fails to provide Adequate Assurance as provided in the Agreement; (d) the failure by a Party to perform any material obligation set forth in the Agreement (other than the events that are otherwise specifically covered as a separate Event of Default hereunder) where such failure is not cured within 5 Business Days after receipt of written notice thereof; (e) either Party terminates the Agreement and/or any TC (or service to certain Account(s) under a TC) before the End Date of an effective TC for any reason other than Force Majeure or for a termination resulting from an Event of Default committed by the other Party; or (f) a Party: (i) makes an assignment or any general arrangement for the benefit of creditors; (ii) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed for it or any substantial portion of its property or assets (iii) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law for the protection of creditors, or has such petition

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filed against it; (iv) otherwise becomes bankrupt or insolvent (however evidenced); (v) is unable to pay its debts as they fall due; or (vi) is dissolved (other than pursuant to a consolidation, amalgamation or merger).

8. Remedies Upon Event of Default. If an Event of Default occurs with respect to a Party (the "Defaulting Party"), the other Party (the "Non-Defaulting Party") may in addition to all remedies available to it at Law or in equity, in its discretion, at any time, (A) (i) suspend any deliveries hereunder and/or (ii) terminate the Agreement in whole or solely with respect to those Accounts adversely affected by such Event of Default, upon written notice to the Defaulting Party setting forth the effective date of termination (the "Early Termination Date") and/or (B) calculate a termination payment in good faith as described below. The Non-Defaulting Party will in good faith calculate a termination payment. The Defaulting Party shall pay such termination payment together with any other amounts due as of such date to the Non-Defaulting Party within 3 Business Days of receipt of notice of the amount of the termination payment. The Parties acknowledge and agree that any termination payment under the Agreement constitutes a reasonable approximation of harm or loss, and is not a penalty or punitive in any respect. If Customer's property associated with an Account receiving electricity supply hereunder is closed, vacated, sold or otherwise disposed of by Customer, then either Party may terminate the TC with respect to such Account upon 30 days written notice to the other Party, in which event Customer shall make a termination payment to Constellation calculated in accordance with the next paragraph of this Section 8.

If Customer is the Defaulting Party, the termination payment shall be equal to the sum of: (i) the positive difference, if any, between the Energy Price or Retail Service Price set forth in the applicable TC and the Market Price, multiplied by the estimated undelivered volume of electricity which Customer would consume from the Early Termination Date through the original term of the TC, as reasonably calculated by Constellation; (ii) Constellation's Costs; and (iii) any unpaid amounts due from Customer to Constellation.

If Constellation is the Defaulting Party, the termination payment shall be equal to the sum of: (i) the positive difference, if any, between the Market Price and the Energy Price or Retail Service Price set forth in the applicable TC, multiplied by the estimated undelivered volume of electricity which Customer would consume from the Early Termination Date through the original term of the TC, as reasonably calculated by Customer; (ii) Customer's Costs; minus (iii) any unpaid amounts due from Customer to Constellation.

"Costs" means, with respect to the Non-Defaulting Party, brokerage fees, commissions and other similar transaction costs and expenses reasonably incurred by such Party as a result of the Event of Default. The "Market Price" shall be the price of electricity and services as of the Early Termination Date under terms substantially similar to those of the applicable terminated TC. The Non-Defaulting Party may determine the Market Price of a terminated transaction by reference to information either available to it internally or supplied by one or more third parties. The Non-Defaulting Party shall not be required to enter into a replacement transaction in order to determine or be entitled to a termination payment. Except for any unpaid amounts due prior to the Early Termination Date, no termination payment shall be owed by the Non-Defaulting Party to the Defaulting Party.

9. Change in Law. Constellation may pass through or allocate, as the case may be, to Customer any increase or decrease in Constellation's costs related to the electricity and related products and services sold to Customer that results from the implementation of new, or changes (including changes to formula rate calculations) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. "Law" in this Agreement means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, UDC or ISO tariff, rule of any commission or agency with jurisdiction in the state in which the Accounts are located. Such additional amounts will be included in subsequent invoices to Customer.

10. Representations and Warranties. Each Party warrants and represents to the other (now and deemed repeated by each Party on each date on which a TC is executed and delivered) that: (i) it is duly organized, validly operating and in good standing under the Laws of the jurisdiction of its formation; (ii) it is authorized and qualified to do business in the jurisdictions necessary to perform under the Agreement; (iii) execution, delivery and performance of the Agreement are duly authorized and do not violate any governing documents or any of its contracts or any applicable Law; (iv) there is no material event(s) or agreement(s) which would impair that Party's right, authority or ability to execute the Agreement and otherwise perform under the Agreement; and (v) it has the knowledge and experience to evaluate the merits and risks associated with the Agreement.

Furthermore, Customer warrants, represents and covenants that: (i) the data given and representations made concerning its Account(s) are true and correct; (ii) it is entering into the Agreement to purchase its energy requirements only and not for speculative or resale purposes; and that the energy purchased under the Agreement will be consumed at the facilities to which the Account(s) relate; and (iii) it is the party of record of the Account(s), or if it is not the party of record, it has the authority to enter into and bind the party of record to the Agreement. If Customer is a Governmental Entity, Customer represents and warrants that it has complied with all applicable bidding and procurement laws in awarding this Agreement and any TC hereunder, and covenants: (i) it will not claim immunity on the grounds of sovereignty or similar grounds from enforcement of the Agreement; and (ii) it will obtain all necessary budgetary approvals, appropriations and funding for all of its obligations under the Agreement, the failure of which shall not be an excuse for Governmental Entity's performance or failure to perform hereunder , except as otherwise provided under the Agreement, and upon request will provide proof of such authority. "Governmental Entity" means a municipality, county, governmental

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board or department, commission, agency, bureau, administrative body, joint action agency, court or other similar political subdivision (including a public school district or special purpose district or authority), or public entity or instrumentality of the United States or one or more states.

11. **Force Majeure.** Notwithstanding any other provision of the Agreement, if a Party is unable to carry out any obligation under the Agreement due to a Force Majeure (other than a payment obligation, which shall not be excused for Force Majeure), the Agreement will remain in effect but such obligation will be suspended for the duration of the Force Majeure, provided: (i) the claiming Party notifies the other Party as soon as possible in writing of the particulars of the Force Majeure; (ii) suspension of performance is of no greater scope and duration than required by the Force Majeure; and (iii) the claiming Party uses commercially reasonable efforts to remedy its inability to perform. If the Force Majeure continues for a period of 30 days or more, or where it is impossible or impracticable for the claiming Party to carry out any obligation under the Agreement due to the Force Majeure either Party may terminate the Agreement with respect to the Accounts adversely affected by the Force Majeure upon 15 days prior written notice. "Force Majeure" means an event not within the reasonable control of the Party claiming Force Majeure and that by the exercise of due diligence, such Party is unable to prevent or overcome in a commercially reasonable manner. Force Majeure includes, but is not limited to, acts of God; fire; war; terrorism; flood; earthquake; civil disturbance; sabotage; facility failure; strike; curtailment, disruption or interruption of distribution, transmission, or supply; declaration of emergency by the UDC or ISO; regulatory, administrative, or legislative action, or action or restraint by court order or governmental authority; or any act or omission of a third party not under the control of either Party. Force Majeure shall not include loss or failure of either Party's markets or supplies.

12. **Limitations.** Notwithstanding any other provision of the Agreement to the contrary, neither Party nor their respective officers, directors, shareholders, associates, employees, agents, representatives, successors and assigns, shall be liable to the other Party for any consequential, exemplary, special, incidental, or punitive damages (including, without limitation, lost opportunities or lost profits) not contemplated by Section 8 above which are connected with or resulting from claims, losses, expenses (including reasonable attorneys' fees and court costs), damages, demands, judgments, causes of action or suits of any kind, arising out of, or in connection with, the performance or non-performance of a Party's obligations under the Agreement ("Claims"). The entire liability of each Party for any and all Claims will be limited to direct actual damages only as calculated pursuant to Section 8 above, subject in all cases to an affirmative obligation of each Party to mitigate its damages. Customer acknowledges and agrees that title passes from Constellation to Customer at the ISO/UDC interconnect, the UDC and ISO are exclusively responsible for the energy transmission and delivery system, that Constellation has no independent control over their systems and will have no liability for any of their acts or omissions.

13. **DISCLAIMER.** CUSTOMER ACKNOWLEDGES AND AGREES THAT NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED, OR STATUTORY, IS GIVEN OR INTENDED TO ARISE OUT OF THE AGREEMENT EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, AND CONSTELLATION SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

14. **Waiver and Severability.** Failure to provide notice of, or object to, any default under the Agreement will not operate or be construed as a waiver of any future default, whether like or different in character. If any portion of the Agreement, or application thereof to any person or circumstance, is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out the mutual intent of the Parties as expressed in the Agreement to the fullest extent permitted by applicable Law; provided, however, that this severability provision will not be applicable if any provision of Sections 7 and 8 of this Master Agreement (or any definition or provision in the Agreement to the extent it relates to, or is used in connection with, such sections) is held invalid or unenforceable.

15. **Assignment.** Customer may assign all its rights and obligations under the Agreement; *provided* (A) it gives Constellation 45 days prior written notice of its intent to do so; (B) the assignee satisfies in full Constellation's credit requirements; (C) the assignee assumes in writing all of Customer's obligations under the Agreement; and (D) Customer continues to be liable for performance, including payment for goods and services received, prior to the assignment date. Constellation may assign, sell, pledge, transfer, or encumber any of its rights and obligations under the Agreement or the accounts, revenues, or proceeds hereof to any: (A) bank, insurer, or other financial institution; (B) person or entity (i) succeeding to all or substantially all of Constellation's assets or business or the division or region of Constellation to which the Agreement relates or (ii) into which Constellation is merged or otherwise combined or reorganized; provided (with respect to this clause (B)) the succeeding entity agrees to be bound to the Agreement; or (C) affiliate.

16. **Confidentiality.** Each Party agrees to keep all terms of the Agreement and related communications (including pricing) confidential to the extent not otherwise publicly available and not to disclose them to any third parties without the prior written consent of the other Party, except as otherwise required by Law. Each Party may disclose such information to its affiliates and to its affiliates' employees, agents, advisors, and on a need to know basis to its independent contractors, provided each such recipient agrees to hold such information in confidence. Constellation may disclose information regarding Customer to third parties that are representing Customer in the purchase of energy or related services. Furthermore, Constellation may make such other disclosures to third parties, including aggregate consumption data, provided they cannot be reasonably expected to specifically identify Customer. If disclosure of confidential information is sought through a court, or a state or federal regulatory agency

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or other legal compulsion, the Party receiving such request will notify the other Party immediately to afford it the opportunity to oppose such disclosure via a protective order or other relief as may be available and will provide reasonable support.

17. **Choice of Law, Venue, Attorney Fees and Expenses.** The Agreement will be governed and interpreted in accordance with the laws of the State of Texas if the matter at issue involves Accounts or matters in more than one state), without giving effect to conflict of law principles. Any controversy or claim arising from or relating to the Agreement will be settled in accordance with the express terms of the Agreement by a court located in the governing jurisdiction (and each Party hereto waives any right to object to venue in this regard). TO THE EXTENT ALLOWED BY APPLICABLE LAW, EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THE AGREEMENT. If either Party pursues court action to enforce its rights under the Agreement, the non-prevailing Party shall promptly reimburse the prevailing Party for all its reasonable attorney fees, expenses and costs.

18. **Notices.** To be effective, all notices must be in writing delivered by hand, by certified mail return receipt requested, or by first class mail, or express carrier to the addresses provided in the TC. Notice by hand delivery shall be effective on the delivery date. All other notices shall be effective on the delivery date or the date delivery is attempted. A Party may change its address by providing notice of such change in accordance herewith. An authorized person may also name other authorized persons via email.

19. **Miscellaneous.** The Agreement embodies the Parties' entire agreement and understanding, supersedes all prior agreements and understandings (whether written or oral) regarding the subject matter of the Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile or e-mailed copy of either Party's signature will be considered an original for all purposes under the Agreement, and each Party will provide its original signature upon request. Each Party authorizes the other Party to affix an ink or digital stamp of its signature to this Master Agreement and any TC, and agrees to be bound by a document executed in such a manner. No amendment or edits to the Agreement, including the TC(s) or any purchase orders, will be valid or given any effect unless signed by both Parties. The applicable provisions of the Agreement will continue in effect after termination or expiration hereof to the extent necessary, including but not limited to providing for final billing, billing adjustments and payments, limitations of liability, the forum and manner of dispute resolution. The section headings used in this Master Agreement are for reference purposes only and will in no way affect the meaning of the provisions of this Master Agreement. The Parties acknowledge that any document generated by the Parties with respect to the Agreement, including the Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither Party shall contest their admissibility as evidence in any proceeding. The rights, powers, remedies and privileges provided in the Agreement are cumulative and not exclusive of any rights, powers, remedies and privileges provided by Law. Constellation shall have the right to set-off and net against any amounts owed to it under the Agreement, including without limitation any termination payment, any amounts owed by Constellation to Customer under the Agreement or any other agreement between the Parties, including without limitation any Adequate Assurance. Except for Section 12 above, no third party will have any rights under the Agreement whatsoever and Customer will be fully responsible for any compensation owing any third party representing Customer in connection with the Agreement and will to the extent allowed by Law, indemnify, defend and hold Constellation harmless from all related Claims. Customer further authorizes Constellation to utilize Customer's name for publicity and marketing purposes.

20. **Affirmation; Acknowledgements.** Customer affirms that it has read the Agreement in its entirety and agrees to the terms and conditions contained herein. Any ambiguity or question of intent or interpretation under the Agreement will be construed as if drafted jointly by the Parties, and no presumption or burden of proof will arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of the Agreement. The Parties acknowledge and agree that: (i) Constellation is an independent contractor under the Agreement and except as otherwise explicitly provided in the Agreement, neither Party has the authority to execute documents that purport to bind the other, and nothing in the Agreement will be construed to constitute a joint venture, fiduciary relationship, partnership or other joint undertaking; (ii) the Agreement and TCs entered into hereunder will constitute "forward contracts" under the U.S. Bankruptcy Code, as amended, the rights of the Parties under Section 8 above will constitute contractual rights to liquidate them, and the Parties are entities entitled to the rights and protections afforded to "forward contracts" by the U.S. Bankruptcy Code; (iii) Constellation is not Customer's consultant or advisor for any purpose including advice regarding the value or advisability of trading in "commodity interests" as defined in the Commodity Exchange Act, 7 U.S.C. §§ 1-25, et seq., as amended ("CEA"), including futures contracts and commodity options or any other activity which would cause Constellation or any of its affiliates to be considered a commodity trading advisor under the CEA; and (iv) Customer is making its own decisions based solely upon its own analysis and the advice of its own advisors, if any.

21. **Appropriations.** Notwithstanding any provision in this Agreement to the contrary, it is understood and agreed that Customer's payment obligations for services under this Agreement for each fiscal year during the term are contingent upon approval by the governing body of the Customer of an operating budget for each such fiscal year that identifies and approves sufficient funds for payment of obligations under this Agreement arising during said fiscal year. Customer agrees that it will use its best efforts to obtain approval for the budgeting and appropriation of sufficient funding to pay its obligations under this Agreement for each fiscal year of the term set forth on any TC(s). If at the end of any fiscal year, sufficient funds

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have not been identified, budgeted and appropriated for payment of the obligations by Customer coming due for the next fiscal year, Customer shall provide written notice of such lack of appropriations to Seller within (15) fifteen days. In such event, either Party shall have the right to terminate the Agreement at the end of the then current fiscal year by giving the other Party not less than thirty (30) days prior written notice of termination. Customer agrees to use its best efforts each and every year during the term set forth on any TC(s), to identify, and to have its governing body budget and appropriate, sufficient funds to pay Customer's obligations under this Agreement. Termination by Customer or Seller in accordance with this provision shall not constitute a default under this Agreement or otherwise cause a Party to pay an early termination payment in accordance with Section 8. However, such termination shall not relieve Customer of liability for the payment of obligations that arose during any fiscal year for which funding was appropriated, and which are unpaid at the time of termination. Customer represents and warrants to Seller that it has reviewed its financial position and that it reasonably believes that its obligations under this Agreement for Customer's current fiscal year are payable out of current revenues or funds on hand at the date of its execution of this Agreement, and that sufficient funds have been budgeted and appropriated by formal action of Customer's governing body to pay such obligations.

*****Signature page to follow*****

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IN WITNESS WHERE OF, the Parties have executed this Master Agreement through their duly authorized representatives as of the Effective Date.

CONSTELLATION NEWENERGY, INC.

Signature: Amanda Stewart
Amanda Stewart
Vice President – Retail Ops
Printed Name:
Title:
Date: 3/25/2026

CUSTOMER: Baytown Area Water Authority

Signature: _____

Printed Name: Brant Gary
Title: Assistant City Manager/
Assistant General Manager
Date: March 25, 2026
Address: 2401 Market Street
Baytown, TX 77520

Fax:
Phone: 281-420-6500
Email: brant.gary@baytown.org

Customer Authorized Persons (Primary Contact):
Name: Kenya Small
Title: Purchasing Coordinator
Email: Kenya.Small@baytown.org
Alt. Email: Purchasing@baytown.org
Phone: (281) 420-6525

Constellation Authorized Persons:
Commodities Management Group: 1-800-243-2113;
cmg@constellation.com
Transaction Group: #emailtransactions@constellation.com

Notices for Constellation entities:
Address: 1001 Louisiana St., Constellation Suite 2300
Houston, Texas 77002
Phone: (844) 6-ENERGY
Facsimile:

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CITY COUNCIL MEETING 7. c.

Meeting Date: 04/09/2026
Subject: Consider establishing speed zones for Interstate Highway 10 (IH-10) Main Lanes Eastbound and Westbound from Cedar Bayou to State Highway 146 (SH 146)
Prepared for: Sharon Valiante, Public Works/Engineering/BAWA
Prepared by: Jamie Wimmer, Public Works/Engineering/BAWA
Department: Public Works/Engineering/BAWA

Information

ITEM

Consider an ordinance establishing speed zones for Interstate Highway 10 (IH-10) Main Lanes Eastbound and Westbound from Cedar Bayou to State Highway 146 (SH 146).

PREFACE

Section 94-63(a) of the City of Baytown Code of Ordinances gives authority over changes concerning traffic control devices placed and maintained in the city to the Planning and Zoning Commission. The purpose of this agenda is to update the speed zones for Interstate Highway 10 ("IH-10") Main Lanes Eastbound and Westbound from Cedar Bayou to State Highway 146 ("SH 146").

The Texas Department of Transportation ("TxDOT") conducted a speed study and made the following recommendations:
Speed Limit: 75 miles per hour on IH 10 Main Lanes Eastbound from Cedar Bayou to SH 146.
Speed Limit: 75 miles per hour on IH 10 Main Lanes Westbound from Cedar Bayou to SH 146.

TxDOT will install the new speed limit signs.

Pursuant to Section 94-63(a) of the City of Baytown Code of Ordinances, this item was presented to the Planning and Zoning Commission on March 17, 2026, and the Commission recommended approval.

Fiscal Impact

Fiscal Year:
Acct Code:
Source of Funds (Operating/Capital/Bonds):
Funds Budgeted Y/N:
Amount Needed:
Fiscal Impact (Additional Information):
No fiscal impact.

Attachments

Ordinance Amending Ch 94 Traffic to Establish Speed Limits for IH10 Main Lanes from Cedar Bayou to State Hwy 146.vh
Exhibit A - Proposed Speed Zone Limit

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AMENDING CHAPTER 94 "TRAFFIC AND VEHICLES," ARTICLE IV "SPECIFIC STREET REGULATIONS," SECTION 94-121 "SCHEDULES ENUMERATED," SCHEDULE V "DESIGNATION -- SPEED LIMIT ZONES" OF THE CODE OF ORDINANCES, CITY OF BAYTOWN, TEXAS, TO ESTABLISH THE MAXIMUM PRIMA FACIE SPEED LIMITS FOR INTERSTATE HIGHWAY 10 (IH-10) MAIN LANES EASTBOUND AND WESTBOUND FROM CEDAR BAYOU TO STATE HIGHWAY 146 (SH-146); AUTHORIZING AND DIRECTING THE PLACEMENT OF SIGNS BY THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT); REPEALING CONFLICTING ORDINANCES; CONTAINING A SAVINGS CLAUSE; PRESCRIBING A MAXIMUM PENALTY OF TWO HUNDRED AND NO/100 DOLLARS ($200.00) FOR EACH VIOLATION THEREOF; AND PROVIDING FOR THE PUBLICATION AND EFFECTIVE DATE THEREOF.

****

WHEREAS, pursuant to Section 545.356 of the Texas Transportation Code, authorizing alteration of maximum *prima facie* speed limits with respect to highways or portions thereof within the corporate limits of the City of Baytown based upon engineering and traffic investigations and requested public hearings; NOW THEREFORE

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

Section 1: That Chapter 94 "Traffic and Vehicles," Article IV "Specific Street Regulations," Section 94-121 "Schedules enumerated," Schedule V "Designation -- Speed Limit Zones" of the Code of Ordinances, City of Baytown, Texas, is hereby amended by establishing the following maximum prima facie speed limits:

Street	Maximum Prima Facie Speed Limit
Interstate Highway 10 (IH-10) Main lanes eastbound and westbound between Cedar Bayou and State Highway 146 (SH-146)	75 miles per hour

Section 2: The Texas Department of Transportation (TxDOT) is authorized and directed as follows:

(a) to place and install appropriate signs for the speed limit established in Sections 1; and

(b) to place and install appropriate signs with flashing lights or beacons for the elementary school referenced in Section 2 hereof, which lights or beacons shall flash to designate when the reduced speeds in the school zones are in effect

as more particularly depicted in Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes.

Section 3: It shall be unlawful for a driver of a vehicle to disobey the instructions of a sign placed in accordance with the provisions of this ordinance, unless at the time otherwise directed by a police officer.

Section 4: 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 5: If any provisions, 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 6: Any person who shall violate any provision of this ordinance shall be deemed guilty of a misdemeanor and upon conviction shall be punished by a fine of not less than One and No/100 Dollar ($1.00) nor more than Two Hundred and No/100 Dollars ($200.00).

Section 7: 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 9TH day of April, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

R:\Ordinances and Resolutions\Ordinance Drafts\2026-03-12\Ordinance Amending Ch 94 Traffic to Establish Speed Limits for IH10 Main Lanes from Cedar Bayou to State Hwy 146.docx

Exhibit A – Exhibit With Proposed Speed Limits
(IH 10 Eastbound and Westbound from Cedar Bayou to SH 146)



1:10,070

0 0.07 0.15 0.3 mi

0 0.1 0.2 0.4 km

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community

CITY COUNCIL MEETING 7. d.

Meeting Date: 04/09/2026

Subject: Consider the Sole Source Purchase of Super Pulsator Clarifier Equipment for the Baytown Area Water Authority East Surface Water Treatment Plant Phase 2 Expansion Project

Prepared for: Sharon Valiante, Public Works/Engineering/BAWA

Prepared by: Jamie Wimmer, Public Works/Engineering/BAWA

Department: Public Works/Engineering/BAWA

Information

ITEM

Consider an ordinance approving the sole source purchase by the Baytown Area Water Authority of Super Pulsator Clarifier equipment from Veolia WTS Systems USA, Inc., for the Baytown Area Water Authority East Surface Water Treatment Plant Phase 2 Expansion Project, pending approval by the Baytown Area Water Authority Board of Directors.

PREFACE

This proposed ordinance is subject to the approval of the Baytown Area Water Authority and authorizes the sole source purchase of a Super Pulsator Clarifier equipment from Veolia WTS Systems USA, Inc., which is the sole source supplier, for an amount not to exceed $2,092,798.00.

The Super Pulsator Clarifier is a high-rate, solids-contact clarifier designed for efficient removal of suspended solids in water treatment. It is required for the Phase 2 Expansion of the Baytown Area Water Authority ("BAWA") East Surface Water Treatment Plant to meet water quality and regulatory requirements, improve process efficiency, and support increased plant capacity.

Typically, equipment of this type is purchased through a contractor under a construction contract. However, due to the high cost of the Super Pulsator Clarifier, purchasing directly will save the BAWA approximately 10% in contractor markup.

The contract with the design-builder, Baytown Waterworks Partners ("BWP"), was amended in December 2025 to allow for the direct procurement of the equipment. The amendment ensures that the installation of the Super Pulsator Clarifier is fully covered under warranty, that BWP will assist BAWA with any warranty claims as needed, and that BAWA will receive full support for the commissioning and startup of the equipment.

This purchase will be presented at the Baytown Area Water Authority Meeting held on April 15, 2026, for approval.

Fiscal Impact

Fiscal Year: 2026

Acct Code: 35437030-56700

Source of Funds (Operating/Capital/Bonds): Bond/Loan

Funds Budgeted Y/N: Y

Amount Needed: $2,092,798.00

Fiscal Impact (Additional Information):

Project Ledger: BAWA2401-2025BAWASW-MACH&EQUIP-TEXASSWIFT

Attachments

Ordinance Approving BAWA Sole Source Purchase of Veolia Clarifier
Exhibit A - Veolia WTS Systems USA, Inc. - Purchase Goods Agreement
Sole Source Letter
Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, APPROVING PAYMENT BY THE BAYTOWN AREA WATER AUTHORITY IN AN AMOUNT NOT TO EXCEED TWO MILLION NINETY-TWO THOUSAND SEVEN HUNDRED NINETY-EIGHT AND 00/100 DOLLARS ($2,092,798.00) TO VEOLIA WTS SYSTEMS USA, INC FOR THE SOLE SOURCE PURCHASE OF SUPER PULSATOR CLARIFIER EQUIPMENT FOR THE BAYTOWN AREA WATER AUTHORITY EAST SURFACE WATER TREATMENT PLANT PHASE 2 EXPANSION; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

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

WHEREAS, on April 15, 2026, the Board of Directors of BAWA will meet and consider approval of payment to Veolia WTS Systems USA, Inc for the sole purchase of Super Pulsator Clarifier equipment, for the Baytown Area Water Authority East Surface Water Treatment Plant Phase 2 Expansion; and

WHEREAS, the City of Baytown desires to approve the same; 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, subject to approval of the Board of Directors of BAWA, the City Council of the City of Baytown, Texas, hereby approves payment by the Baytown Area Water Authority in an amount not to exceed TWO MILLION NINETY-TWO THOUSAND SEVEN HUNDRED NINETY-EIGHT AND 00/100 DOLLARS ($2,092,798.00) to Veolia WTS Systems USA, Inc, for the sole source purchase of Super Pulsator Clarifier Equipment for the Baytown Area Water Authority East Surface Water Treatment Plant Phase 2 Expansion.

Section 3: 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 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 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 9th day of April, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

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EXHIBIT A

AGREEMENT FOR THE PURCHASE OF SUPER PULSATOR CLARIFIER

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This Agreement (this "Agreement") is entered into by and between Veolia WTS Systems USA, Inc. a Massachusetts corporation, with a principal office located at 3600 Horizon Blvd, Trevose, PA, 19053 (hereinafter "Vendor") and the Baytown Area Water Authority, a governmental agency and a body politic and corporation of the State of Texas, created pursuant to Chapter 600, Acts of the 63rd Legislature, regular Session, 1973, with its principal office located at 7425 Thompson Rd, Baytown, TX, 77521 (hereinafter "BAWA").

1. Scope

This Agreement is for the purchase of one Super Pulsator Clarifier (the "Goods") and the provision of technical advisory services (the "Services") for and on behalf of BAWA. This Agreement shall commence on the date of execution by the General Manager and shall terminate:

☒ upon the completion of the Scope of Work for the i) the delivery of the Goods in accordance with paragraph 2; ii) the completion of the Services outlined in Vendor's proposal associated with the startup and commissioning of the Goods, and iii) the completion of the applicable warranty period on the provided Goods;

☐ number of months/days (spelled out) (number of months/days [numerical]) months/days following execution by the General Manager, allowing for annual renewals; *or*

☐ the earlier of delivery of the Goods in accordance with paragraph 2 or number of months/days (spelled out) (number of months/days [numerical]) months/days following execution by the General Manager, allowing for annual renewals.

The Scope of Work is attached to this Agreement as Exhibit "A" and is fully incorporated by reference for all purposes.

2. Price and Delivery

a. BAWA shall pay Vendor the sum of up to Two Million Ninety-Two Thousand Seven Hundred Ninety-Eight Dollars and No/100 ($2,092,798.00) for delivery of the Goods as follows:

i.	Super Pulsator Clarifier	$2,092,798.00
ii.	N/A	$0.00
iii.	N/A	$0.00
iv.	N/A	$0.00
v.	N/A	$0.00
vi.	**Total Not to Exceed**	**$**2,092,798**.**00

b. Vendor shall not exceed the fixed contractual amount without written authorization in the form of a contract amendment, which shall only become effective when signed by the authorized representatives of both Vendor and BAWA. The pricing herein is exclusive of all applicable taxes, duties or tariffs which shall be the responsibility of BAWA. It is acknowledged that BAWA will provide Vendor with evidence of tax exemption or direct pay permit acceptable to the taxing authorities prior to the execution of this Agreement by the parties.

c. Vendor shall invoice, with payment terms to be net thirty (30) days from the date of the invoice, based upon conforming Goods actually delivered to BAWA or Services performed in accordance with the agreed invoicing milestone schedule in section 4.8 of Vendor's proposal. Vendor shall not invoice BAWA for services or expenses that were incurred more than sixty (60) days before the date of the invoice. Failure to timely invoice BAWA for services or expenses may result in Vendor's invoice being denied.

d. In the event of a disputed or contested invoice, BAWA may withhold from payment that portion so disputed or contested, and the undisputed portion will be paid. BAWA will provide prompt written notice of any intent to withhold a disputed amount and will provide reasonable documentation supporting the amounts to be held. Upon resolution of the matter affecting the disputed amount BAWA will promptly release such withheld payment amount(s).

e. BAWA shall pay Vendor the maximum rate permitted by Chapter 2251 of the Texas Government Code on any past due payment not received within thirty (30) days after the payment due date. In accordance with § 2251.043, in a formal administrative or judicial action to collect an invoice payment or interest due under this chapter, the opposing party, which may be BAWA or Vendor, shall pay the reasonable attorney fees of the prevailing party. In the event that BAWA fails to make any payment when due or fails to remedy a default associated with a non-payment for any undisputed amounts that have been properly invoiced within thirty (30) days of written notice by Vendor, then Vendor shall have the right to suspend performance of services until such time as BAWA pays the amounts owed

f. Vendor is not authorized to ship the Goods under reservation and no tender of a bill of lading will serve as a tender of Goods.

g. Vendor is responsible to deliver the Goods to BAWA in accordance with Section 4.5 of Exhibit A, CIP (Incoterms 2020) Baytown East WTP, Baytown, Texas. The title and risk of loss of the Goods shall not pass to BAWA until BAWA actually receives and takes possession of the Goods at the point or points of delivery in Baytown, Texas.

h. Every tender or delivery of Goods must fully comply with all provisions of this Agreement as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Vendor shall not have the right to substitute a conforming tender, provided, where the time for performance

has not yet expired, the Vendor may reasonably notify BAWA of its intention to cure and may then make a conforming tender within the contract time, but not afterward unless evidenced by BAWA's consent executed by the General Manager, such consent shall not be unreasonably withheld. Nothing herein shall limit Vendor's right to remedy under the Warranty provision in Section 6 in Veolia's General Terms and Conditions of Sale.

3. Insurance and Bonds

Vendor shall provide 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 purchase of the Goods or the provision of Services hereunder by Vendor, its agents, representatives, volunteers, employees or subcontractors.

a. Vendor's insurance coverage shall be primary insurance with respect to BAWA, its officials, employees and agents. Any insurance or self-insurance maintained by BAWA, its officials, employees or agents shall be considered in excess of Vendor's insurance and shall not contribute to it. Further, Vendor shall include all of its subcontractors, agents and assigns (if any) as additional insureds under its policy or shall furnish separate certificates and endorsements for each such person or entity. All coverages for subcontractors 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 coverage amounts required in this Agreement:

i. 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.

ii. Business Automobile Policy
- Combined Single Limits: $1,000,000
- Coverage for "Any Auto"
- Waiver of Subrogation required

iii. Errors and Omissions
- Limit: $1,000,000 per claim, $2,000,000 aggregate.
- Claims-made form is acceptable
- Coverage will be in force for one (1) year after delivery of the Goods

- ■

iv. 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:

i. Insurance carrier for all liability policies must have an A.M. Best Rating of A:VIII or better.

ii. Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.

iii. Liability policies must be on occurrence form. Errors and Omissions can be on claims-made form.

iv. Each insurance policy shall be endorsed to state that coverage will not be suspended, voided, cancelled or reduced in coverage or in limits except after thirty (30) days prior written notice by mail, return receipt requested, has been given to BAWA.

v. BAWA, 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. Vendor agrees to extend its existing General Liability and Automobile Liability insurance coverage to BAWA, but only in respect of work performed by or on behalf of the named insured.

vi. Upon request and without cost to BAWA, certificates of insurance, in Acord format shall be furnished to BAWA.

vii. All insurance required herein shall be secured and maintained through a company or companies licensed to provide such insurance in the project location and shall be carried in the name of Vendor. Vendor shall provide copies of insurance certificates and endorsements required hereunder to BAWA on or before the effective date of this Agreement

c. The Vendor shall following full execution of this Agreement, but prior to the issuance of notice to proceed, execute and deliver to BAWA a Performance and Labor & Material Payment Bond, pursuant to Texas Government Code Chapter 2253, using the bond templates provided in Exhibit B, each with a value of 100% of the total amount of this Agreement with surety or sureties licensed to conduct business in the state of the project location. When accepted by the BAWA the bonds shall become a part of this Agreement, and shall remain valid for one (1) year following final completion, abandonment, or termination of the Agreement, pursuant to §2253.078 Texas Government Code The cost of

the bonds are included in the lump sum price herein. Upon receipt of a written request from Vendor following completion of the equipment warranty (correction period), BAWA shall, within thirty (30) calendar days either i) return the original bonds to Vendor, or ii) execute and deliver to Vendor a standard bond release letter confirming that all Vendor obligations secured by the bonds have been satisfied and releasing the Surety from any further obligations under the bonds. Such bond release letter shall in a form typically accepted in the industry and shall include essential details, such as the project name, bond number(s), contract reference, the Obligee name, the final contract amount and an explicit statement of release.

The parties agree that Chapter 2253 of the Texas Government Code shall control regarding the Payment and Performance Bonds herein required and all liabilities shall be determined in accordance with the provisions of Chapter 2253 of the Texas Government Code.

4. Indemnification and Release

VENDOR AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE BAYTOWN AREA WATER AUTHORITY, ITS OFFICERS, AGENTS, AND EMPLOYEES (HEREINAFTER REFERRED TO AS THE "BAWA") FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY, INCLUDING ALL REASONABLY INCURRED EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR I) PERSONAL INJURY TO OR DEATH OF ANY PERSON, OR II) FOR PHYSICAL DAMAGE TO ANY THIRD PARTY PROPERTY BUT ONLY TO THE EXTENT CAUSED BY AN ACT OF NEGLIGENCE, OR INTENTIONAL TORT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE VENDOR OR THE VENDOR'S AGENT, WHILE ENGAGED IN ACTIVITIES UNDER THIS AGREEMENT , OR ANOTHER ENTITY OVER WHICH THE VENDOR EXERCISES CONTROL (COLLECTIVELY, VENDOR'S PARTIES). IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH VENDOR AND BAWA, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY VENDOR TO INDEMNIFY AND PROTECT BAWA FROM THE CONSEQUENCES OF VENDOR'S PARTIES' OWN WILLFUL MISCONDUCT, JOINT OR SOLE NEGLIGENCE, AS WELL AS THE VENDOR'S PARTIES' INTENTIONAL TORTS, OR 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 TO THE EXTENT ARISING FROM THE PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE OF PERSONS THAT IS CAUSED BY OR RESULTS FROM THE NEGLIGENCE OF BAWA OR ANY PERSON OTHER THAN THE VENDOR'S PARTIES. IN THE EVENT SUCH DAMAGE OR INJURY IS CAUSED BY THE JOINT OR CONCURRENT NEGLIGENCE OF VENDOR AND BAWA, THE LOSS SHALL BE BORNE BY EACH PARTY IN PROPORTION TO ITS NEGLIGENCE. IN THE EVENT THAT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST BAWA FROM WHICH BAWA IS INDEMNIFIED, VENDOR FURTHER AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY LEGAL COUNSEL REASONABLY ACCEPTABLE TO BAWA. THE INDEMNITY PROVIDED HEREINABOVE SHALL SURVIVE THE TERMINATION AND/OR EXPIRATION OF THIS AGREEMENT. BAWA SHALL PROMPTLY ADVISE VENDOR IN WRITING OF ANY CLAIM TO WHICH IT SEEKS TO BE INDEMNIFIED UNDER THIS PROVISION.

Nothing herein shall be construed so as to limit or waive BAWA's statutory immunity. Subject to the preceding paragraph, Vendor assumes full responsibility for its services performed hereunder and hereby releases, relinquishes and discharges BAWA, 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 Vendor's services to be performed hereunder. This release shall apply with respect to Vendor's services regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance.

5. Records

Within ten (10) days of BAWA's request and at no cost to BAWA, BAWA will be entitled to review and receive a copy of all documents relating to the purchase and delivery of the Goods. Notwithstanding the foregoing or anything to the contrary herein or elsewhere in the contract documents, under no circumstances shall Vendor's financial records regarding fixed price and lump sum charges for Goods and Services be subject to audit by BAWA.

6. Supervision of Vendor

Vendor is an independent contractor, and BAWA neither reserves nor possesses any right to control the details of the Goods provided by Vendor under the terms of this Agreement.

7. Billing

BAWA shall have thirty (30) days to pay Vendor's invoices from the date of receipt of such invoices and necessary backup information. All invoices must identify the Goods with specificity and the date(s) of the Goods' delivery. In the event of a disputed or contested invoice, the parties understand and agree that BAWA may withhold the portion so contested, but the undisputed portion will be paid. Vendor shall not invoice BAWA for Goods not provided. Invoices shall be received by BAWA no later than sixty (60) calendar days from the date Vendor delivers the Goods to BAWA. Failure by Vendor to comply with this requirement may result in Vendor's invoice being denied and BAWA being relieved from any liability for payment of the late invoice.

8. Indebtedness

If Vendor, at any time during the term of this Agreement, incurs a debt, as that 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 Vendor has incurred a debt, the City's Director of Finance shall immediately notify Vendor in writing. If Vendor 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 Vendor under this Agreement, and Vendor waives any recourse therefor.

9. Verifications

If Vendor has ten (10) or more full-time employees and Vendor's total compensation under this Agreement has a value of One Hundred Thousand Dollars ($100,000.00) or more, Vendor makes the following verifications in accordance with Chapters 2271 and 2274 of the Texas Government Code:

a. the Vendor does not boycott Israel and will not boycott Israel during the term of the contract to be entered into with the Baytown Area Water Authority;
b. the Vendor does not boycott energy companies and will not boycott energy companies during the term of the contract to be entered into with the Baytown Area Water Authority; and
c. the Vendor 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.

10. 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 a court of competent jurisdiction located in Harris County, Texas.

11. 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 BAWA:

BAYTOWN AREA WATER AUTHORITY
Attn: General Manager
P. O. Box 424
Baytown, Texas 77522-0424

For Vendor:

VEOLIA WTS SYSTEMS USA,INC.
Attn: General Counsel, cc Vendor Project Manager
3600 Horizon Boulevard
Trevose, PA 19053

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.

12. No Third-Party Beneficiary

This Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit Vendor and BAWA only.

13. No Right to Arbitration

In the event of a dispute concerning this Agreement arises between BAWA and Vendor, the complaining Party, shall nofity the other Party in writing thereof. Management level representatives of both Parties shall meet at an agreed location to attempt to resolve the dispute in good faith.

Notwithstanding anything to the contrary contained in this Agreement, BAWA and Vendor hereby agree that no claim or dispute between BAWA and Vendor 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 BAWA is subjected to an arbitration proceeding notwithstanding this provision, Vendor consents to be joined in the arbitration proceeding if Vendor's presence is required or requested by BAWA of complete relief to be recorded in the arbitration proceeding.

14. 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.

15. Complete Agreement

This Agreement, together with any other terms the Parties agree to in writing, including Vendor's General Terms and Conditions (as amended) provided in Section A.2 of Vendor's proposal (Exhibit A) represents the entire and integrated Agreement between BAWA and Vendor 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. BAWA and Vendor accept and agree to these terms. To the extent that there are any conflicts between this Agreement and Vendor's General Terms and Condition and/or Proposal Documents, the terms of this Agreement shall control.

16. No Assignment

Vendor 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 General Manager of such sale or assignment, such consent not to be unreasonably withheld. BAWA may require any records or financial statements necessary in its opinion to ensure such sale or assignment will be in the best interest of BAWA. Concurrently, BAWA may assign all or part interest in this Agreement to another party or parties without the prior express written consent of Vendor, such consent not to be unreasonably withheld.

17. Headings

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

18. 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.

19. 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.

20. 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.

21. **Limitations on Liability**. Notwithstanding anything else contained in this Agreement, to the maximum extent permitted by law, and regardless of whether a claim is based in contract (including warranty or indemnity), extra-contractual liability, tort (including negligence or strict liability), statute, equity or any other legal theory:

i) THE TOTAL LIABILITY OF THE VENDOR FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE PERFORMANCE OR BREACH OF THIS AGREEMENT OR USE OF ANY GOODS OR SERVICES SHALL NOT EXCEED THE TOTAL PRICE PAID BY BAWA UNDER THIS AGREEMENT;

ii) EXCLUDING CLAIMS ASSOCIATED WITH A BREACH OF CONFIDENTALITY OR PATENT INFRINGEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF PROFIT OR REVENUES, LOSS OF PRODUCTION, LOSS OF USE OF EQUIPMENT OR SERVICES OR ANY ASSOCIATED EQUIPMENT, INTERRUPTION OF BUSINESS, COST OF CAPITAL, COST OF REPLACEMENT WATER OR POWER, DOWNTIME COSTS, INCREASED OPERATING COSTS, CLAIMS OF BAWA'S CUSTOMERS FOR SUCH DAMAGES, OR FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES;

For the purposes of this article, "Vendor" shall mean Vendor, its affiliates, subcontractors and suppliers of any tier, and their respective agents and employees, individually or collectively.

22. **PFAS Obligations.**

BAWA specifically agree that the Vendor has no responsibility hereunder with respect to the reduction or destruction of any per- and polyfluoroalkyl substances (PFAS) related to the Project Site including, without limitation to conduct any testing, provide any notice or advice, or install, operate, or maintain any PFAS treatment system for BAWA's facility. The Parties agree that the Spa Clarifier functions as a pre-treatment system and does not remove PFAS. Upon Vendor's request, BAWA shall provide any existing test reports, which are not otherwise protected from any privilege from disclosure under Applicable Law (i.e., attorney-client privileged, work-product, or subject to another privilege or exemption from disclosure) for regulated or unregulated contaminants for all influent sources to BAWA's facility. Further, at any time when such testing is required by Applicable Laws, BAWA shall test the influent to the facility for compliance with all Applicable Laws (including, without limitation, those applicable standards and requirements promulgated by the U.S. Environmental Protection Agency and those relating to PFAS), and shall promptly provide to the Vendor such testing results subject to the same protections of disclosure under Applicable Law as provided for herein.

To the extent the BAWA's facility is in non-compliance with any Applicable Law applicable to PFAS, including any federal maximum contaminant level for regulated PFAS in drinking water, BAWA:(i) will be responsible for (A) any required notification to its member utilities (if any), (B) installation of PFAS treatment, and (C) if necessary, the negotiation of any administrative consent order with local environmental regulators to address the PFAS non-compliance, and (ii) shall perform any and all actions necessary to bring BAWA's facility into compliance with Applicable Law in a timely manner. To the maximum extent allowed under Applicable Law, BAWA shall reimburse the Vendor and its officers, directors, employees, contractors and agents for (1) any and all losses, liabilities, damages, and expenses incurred by the Vendor as a result of BAWA's failure

to perform any actions for which it is responsible pursuant to this Section and Agreement, and (2) for any and all losses, liabilities, damages, and expenses incurred by the Vendor as a result of BAWA's use of any settlement funds from any PFAS Class Actions for purposes other than for matters addressed or resolved through Vendor and/or BAWA's participation in the PFAS Class Actions.

The obligations of BAWA set forth in the clause shall survive termination of this Agreement. The Parties expressly acknowledge that BAWA's authority to indemnify and hold harmless any third party is governed by Article XI, Section 7 of the Texas Constitution. Nothing in this Agreement requires that the City incur debt, assess or collect funds, or create a sinking fund.

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 General Manager of the Baytown Area Water Authority.

BAYTOWN AREA WATER AUTHORITY

_____
(Signature)

_____
(Printed Name)

_____
(Title)

ATTEST:

_____
ANGELA JACKSON, Assistant Secretary

APPROVED AS TO FORM:

_____
(Signature)

_____
(Printed Name)

_____
(Title)

VENDOR:

VEOLIA WTS SYSTEMS USA, INC.

(Signature)

Ryan Hess

(Printed Name)

Director - EPP Application Engineering

(Title)

STATE OF VIRGINIA §
§
COUNTY OF HENRICO §

Before me on this day personally appeared RYAN HESS , in his/her capacity as Director-EPP Application Engineering, on behalf of such Veolia WTS Systems USA,Inc.

x 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 27th day of March, 2026.

Justine Drago
Notary Public in and for the State of Virginia

Justine Marie Drago
Notary Public
No. 7623942
My Comm. Expires Jan 31, 2027
Commonwealth of Virginia

EXHIBIT A

SCOPE OF WORK

-



SP CLARIFIER

Direct Purchase by City of Baytown East Surface WTP Phase 2 - Expansion Project (DB)

671478, Rev 1

3/25/2026

Submitted by: John Hughes

Local Representation by: JoAnne Salera, Hartwell Environmental

VEOLIA

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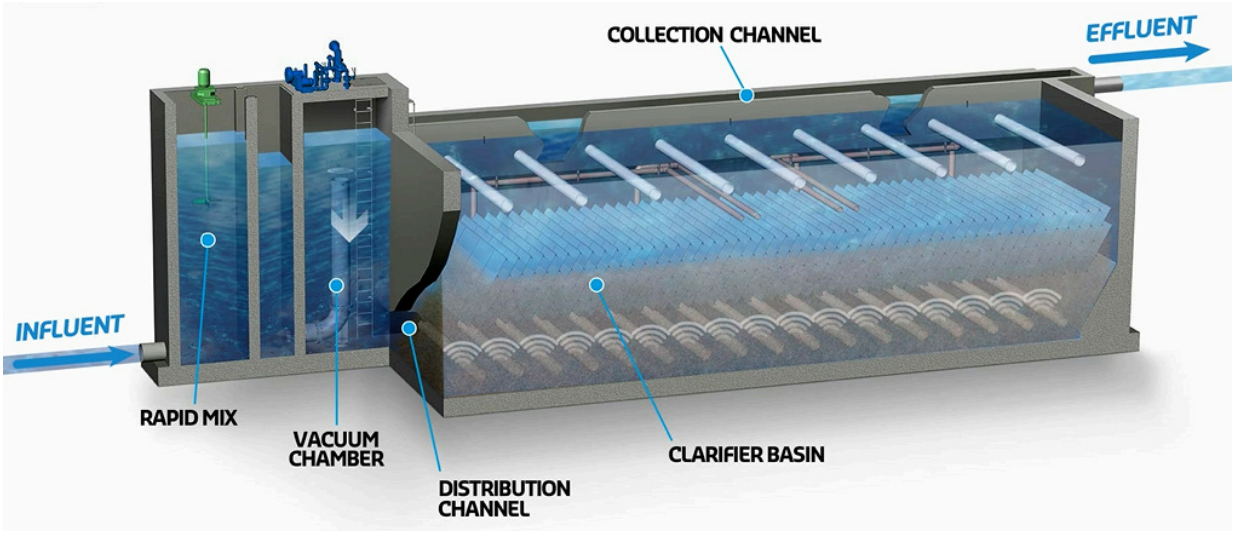
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1. System Design

1.1. Process Description

Raw water, following rapid mixing and chemical addition, flows into a sealed vacuum chamber that controls flow into the basin distribution channel. The coagulated water flows to distribution laterals that are evenly spaced across the clarifier floor. An air blower creates a vacuum in the vacuum chamber and causes the water level to rise and fall or "pulse" on a prescribed cycle. A timer-actuated valve vents the vacuum chamber to atmosphere.

As the water level rises in the vacuum chamber ("vacuum applied"), the entire surface area of the sludge blanket is simultaneously compressed or is settling. As the water level falls in the vacuum chamber ("vacuum vented"), a pulse of water uniformly expands the entire surface area of the sludge blanket, which is composed of previously formed solids.



The continuous pulsations within the blanket drives the flocculation reactions towards completion. Sludge concentrators, which also act as internal weirs, control the height of the sludge blanket and collect sludge. The concentrators are periodically emptied via sludge collection piping that is controlled by timed openings of sludge blowdown valves. After passing through the submerged sludge settling plates and tube settlers (optional) clarified effluent is collected in evenly spaced laterals that span the clarifier surface and connect to the effluent collection channel.

1.2. Design Basis

The proposed system is based on the following design conditions:

Parameter	Value
Application	Clarification / Surface water – drinking water clarification*
Total design flow	6.6 MGD (1,041 m3/hr)
Unit configuration	Two 3.3 MGD SP Clarifier units
Basin material	Concrete by Others

*Veolia has not been requested to, has not considered, and is not providing any equipment designed for the treatment, removal or abatement of PFAS in this proposal.

1.2.1. Influent Water Quality

See Appendix A.1. Standard Performance Guarantees & Test Protocol

1.2.2. Chemicals

See Appendix A.1. Standard Performance Guarantees & Test Protocol

1.3. System Design

The proposed system configuration has been based on the water quality shown above.

Parameter	Value
SP Clarifier	
Number of units	2
Type of SP-Clarifier	SP-U Version I
Basin dimensions (Sludge bed zone)	55ft L x 20ft W
Clarifier loading rate @design	2.08 gpm/ft2

1.4. Power Estimate

Installed Motor HP Summary

Equipment	HP	KW	Connected	Duty	Runtime/day	kW-hr/day
Vacuum Pump	5.0	3.73	3	2	24	179
Estimated Total Installed Power Consumption						179

Note: Estimates are based on previously executed projects or preliminary data. Actual quantities may vary.

2. Scope of Supply

2.1. Scope of Supply by Veolia

Veolia's scope of supply is as follows.

SP Clarifier System:

Vacuum Chamber System

1. Two (2) – 6" Vent pipe assembly, including: 316 stainless steel pipe and auxiliaries; 6" diameter plug valve, four way solenoid, vent screen and painted carbon steel discharge silencer. Items are shipped loose for field installation. The vent wall pipe, wall pipe flange, gaskets and anchor bolts at the connection flange shall be provided by others. Electro-hydraulic actuators shall be supplied by Contractor.

2. One (1) – Vacuum Pump System consisting of three (3) vacuum pumps (2 duty + 1 spare) sized by Veolia; four (4) 3-inch diameter manual isolation valves; two (2) 2-inch diameter air bleed valves and three (3) painted carbon steel discharge silencers.

   Veolia will provide the interconnecting piping between vacuum pumps. The vacuum wall pipe shall be provided by others.

   All items supplied by Veolia will be shipped loose for assembly in the field by the Contractor.

3. Two (2) – ¾" Sch 80 PVC tube with clear PVC sight window with appropriate fittings and 304SS wall sleeves and hardware. Items shipped loose for installation by Contractor.

4. Two (2) – 18" diameter 316SS vortex breakers to be installed by Contractor to the transfer pipe

5. Two (2) – 36" square, 316SS, access manways for the top of the vacuum chambers.

6. Two (2) – 22' high 316SS ladders with safety device for installation in the vacuum chamber

Distribution and Collection System

7. Thirty-Two (32) – 12" diameter Sch 80 PVC distribution laterals, including Sch 80 PVC wall fittings. The pipe laterals shall be shop assembled including the necessary Sch 80 PVC lateral end caps. The laterals will be supplied with 316SS support brackets, U-bolts and wall anchor for each lateral for mounting in the field.

8. Sixteen (16) – 12" diameter Sch 80 PVC collection laterals total, including Sch 80 PVC wall fittings. The pipe laterals shall be shop assembled including the necessary Sch 80 PVC lateral end caps. The laterals will be supplied with 316SS support brackets, U-bolts and wall anchor for each lateral for mounting in the field.

Settling Plate System

9. LOT – 20'-0" wide settling plate assemblies for each clarifier. This includes FRP sheets, aluminum support angles, cross member cap, expansion screws and nylon washers and the necessary 3/8" 316SS wall anchors. The spacing of the settling plates shall be 13". All items (plates, cross members and wall supports) ship loose for assembly and installation by the Contractor.

10. Two (2) – Sets of removable plates sections

11. One (1) – Aluminum lift rod set for removable plate sections.

Settling Tube System

12. LOT – ABS plastic settling tubes, 24” tall

13. LOT – aluminum vertical and horizontal supports for settling tubes

14. LOT – aluminum baffle plates

Sludge Blowdown System

15. Eight (8) – 6” diameter plug valves, four way solenoid valve with manual override, and limit switches for sludge blowdown. Electro-hydraulic actuators shall be supplied by Contractor.

16. Eight (8) – 6” diameter plug valves with manual actuator for sludge blowdown isolation.

17. The necessary 4” & 6” diameter, Sch 80 PVC, fittings within the basin proper for sludge extraction including all necessary 316SS supports and anchors. All sludge piping and supports external to the clarifier will be provided by others, including the wall sleeve penetrating the sludge sump. Veolia’s scope of supply ends at the wall sleeve flange inside the clarifier basin. All items are shipped loose for installation by the Contractor.

18. Eight (8) – 3” diameter ball valves for concentrator drain. Wall sleeve and piping external to the basin by others. Concentrator interconnecting wall sleeves by others.

Sludge Sampling System

19. Two (2) sets – Sample sinks, 3/4" diameter PVC piping and fittings (includes coupling wall fittings), ball valves and 304SS wall brackets and anchors for sludge blanket sampling system.

20. One (1) – Sludge cohesion laboratory apparatus

Effluent Channel Weir & Gate System

21. Two (2) – 316SS “C” channel weirs, channel guide, gaskets and anchor bolts for the effluent channel

Control Panel

22. One (1) – Allen-Bradley PLC in NEMA 4X, 304 SS enclosure, clarifier control panel to include vacuum pumps, vacuum vent valves, and sludge blowdown valves. Motor starters are included for three (3) vacuum pumps. The panel shall include Allen Bradley MicroLogix PLC and Microview operator interface terminal.

23. Four (4) – Discrete signals from level elements and high level switches: LSH-301, LE-301, LSH-401, and LE-401

Spare Parts

24. One (1) – Solenoid valve

Common items

Field Service

25. Up to twelve (12) days of a Veolia field service employee shall be supplied for inspections, start-up, and training in no more than three (3) trips to the jobsite. Additional service days / trips will be billed separately from the proposed system capital cost at rates described in On-Site Hourly Rates in Appendix 2.

26. Up to three (3) days of a Veolia Process Engineer shall be supplied for performance testing (if required).

Additional Manufacturer Services

27. Up to two (2) days of a Veolia Automation Engineer shall be supplied to unlock existing PLC programming for Owner's existing pulsed bed clarifiers, Greenleaf filters, and new pulsed clarifiers supplied per this section and facilitate additional SCADA controls and additional controls to the plant PLC.

Other

28. Equipment P&IDs, electrical, and general arrangement drawings

29. Calcs for anchors, bracing and pipe supports to include a Texas PE stamp

30. Operation & Maintenance Manuals.

31. One (1) year mechanical warranty on equipment

2.2. Scope of Supply by Others

All equipment or services not specified in the scope of supply by Veolia are to be provided by others. Supply by installation contractor or others includes but is not limited to the following:

Mechanical

- Balance of plant design and supply
- All required permits and permissions including but not limited to civil works, mechanical and electrical works, environmental permits or other permits to allow operation. Buyer also remains solely responsible for obtaining and maintaining any applicable permits, licenses, consents and/or generally compliance with applicable laws, permits, licenses and consents at its site as regards matters relating to PFAS.
- Alignment of rotating equipment.
- All Interconnecting piping including influent, vacuum chamber, effluent, drain, sample sink drain and sludge waste.
- All PVC glue and tape
- All wall sleeves not mentioned in Veolia's scope of supply.
- All chemical feed systems, and associated components (storage, buildings, containment, injection apparatus, etc.).
- All valves not mentioned in Veolia's scope of supply.
- All valve boxes and stems
- Rapid mixer
- VFD for rapid mixer
- Lubricant for mixers, pumps, blowers, rotating equipment, etc.
- Flow splitter weir gates
- Clarifier effluent stop logs
- Finish painting
- Heat tape and insulation.
- Air compressors, air receivers, pneumatic tubing, conduit, etc.
- All anchor bolts and mounting hardware not specified herein
- Sunshade for control panel (if required)
- 30" hinged manways for clarifier basin access
- Transfer pipe and supports and hardware shown on drawing 06M05 (MP-080, 257, 566)

Electrical

- Instruments not identified in Veolia's scope of supply including but not limited to turbidity, pH, SCM analyzer, flow meters, level, streaming current, etc.
- Supply and installation of Transformers, and other equipment as necessary to provide power distribution and control for all Veolia supplied equipment.
- Design, supply and installation of motor control center complete with motor starters for Veolia supplied equipment.
- Design, supply and integration of plant SCADA, including SCADA configuration, testing and interfacing with the Veolia supplied control system.
- Design, supply and installation of all power distribution and instrumentation interconnecting wiring, optical fibers, conduit and appurtenances, as follows.
- Power connections as needed from the electrical power source to the Veolia control panels, owner supplied MCC and from the MCC to Veolia supplied equipment.
- Connections as needed between the various field-mounted instruments and valve actuators to the Veolia control panels.
- Local control stations
- The electrical installation should meet the requirements of best practice guidelines which include standards for facility grounding, lightning protection, transient control,

single-point grounding, load-balancing and management of harmonics.
- All variable frequency drives (VFD), unless specified otherwise within.
- Control of equipment and systems not supplied by Veolia.

Commissioning

- All equipment installation, including all field welding as required
- Unloading and placement of delivered equipment at the defined point of destination including receiving, sign-off and safe storage of equipment at site until ready for installation.
- Raw materials, chemicals and utilities during equipment start-up and operation including a supply of raw water feed that meets all design parameters for the successful commissioning of the equipment.
- Flushing of all piping tanks and verification of removal of all residual debris from construction.
- Laboratory services, operating and maintenance personnel during equipment checkout, start-up and operation.
- All required permits and approvals to run the plant, including contractor checklists.
- Disposal of initial start-up water

Civil

- Provision of main plant structures, existing tank modifications, buildings, equipment foundation pads, concrete work, etc.
- Equipment access platforms, walkways, stairs, safety tie off points, handrails, grating, ladders, full floor coverage equipment contact pads, etc.

3. Warranty

3.1. Product Water Quality

See Appendix A.1. Standard Performance Guarantees & Test Protocol

3.2. Mechanical Warranty

The mechanical warranty period on all equipment supplied, unless otherwise noted, is twelve (12) months from the date of substantial completion or eighteen (18) months from equipment shipment, whichever occurs first. The mechanical warranty is only applicable to equipment supplied by the Seller. The Seller's obligation under this warranty is to repair or replace, at its factory, any device or part thereof, which shall prove to have been thus defective. Warranty repair, replacement or re-performance by Seller shall not extend or renew the applicable warranty period.

The Seller assumes no liability for any damage to the equipment caused by inadequate storage or handling per manufacturer's recommendations in supplied technical literature, or by defective or sub-standard workmanship of materials provided by the Buyer/Owner or any other third party responsible for handling, storing or installing the equipment.

The Buyer/Owner undertakes to give immediate notice to the Seller if goods or performance appear defective and to provide the Seller with reasonable opportunity to make inspections and tests. If the Seller is not at fault, the Buyer/Owner shall pay the Seller the costs and expenses associated with the inspections and tests.

Goods shall not be returned to the Seller without the Seller's permission. The Seller will provide the Buyer/Owner with a "Return Goods Authorization" (RGA) number to use for returned goods. All returns are F.C.A. – Baytown, Texas, USA. All costs associated with the removal and shipment of the defective part from the Buyer/Owner's facility to the Seller's factory and all costs related to return shipment to the Buyer/Owner's facility and installation of a repaired or replacement part shall be the Buyer/Owner's responsibility.

Implied warranties, including but not limited to warranties of fitness for particular purpose, use or application, and all other obligations or liabilities on the part of the Seller, unless such warranties, obligations or liabilities are expressly agreed to in writing by the Seller, are null and void.

4. Commercial

4.1. System Price

Pricing for the proposed equipment and services as described in this proposal:

Price	
SP Clarifier - Veolia Scope of Supply	$2,092,798 USD

Pricing includes provisions for US Iron & Steel requirements.

All pricing is exclusive of ALL taxes, tariffs and duties. Please be advised that pricing is based upon Veolia's review of technical specifications and drawings dated August 2025, and Addendum #1 dated Sep 2, 2025. Additional specification compliance, including any requirement that Veolia adhere to terms or conditions different from those noted in the Veolia proposal may require a Change Order. In the event of a conflict between the conforming specifications and the Veolia proposal, the Veolia proposal shall govern.

4.2. Price Validity

The quoted system price will be valid until February 24, 2026 (154 days). If a formal Purchase Order or Procurement Agreement is not received and accepted within this Validity Period, both the pricing and delivery schedule are subject to review and adjustment.

The proposed system pricing is based upon receipt of a Notice to Proceed (NTP) for Manufacturing/Equipment Procurement being provided by June 8, 2026 (15 weeks following purchase order acceptance). In the event the NTP for Manufacturing/Equipment Procurement is not received before this date, the equipment and service prices contained herein will be subject to adjustment for any increase in the PPI by Commodity: Machinery & Equipment: Pumps, Compressors and Equipment (WPU1141). This adjustment will be from the end of the proposal validity date to the date of the NTP for Manufacturing/Equipment Procurement is received.

If a formal NTP for Manufacturing/Equipment Procurement is not received and accepted within 6 months of the NTP date referenced above, Seller will be afforded the right to review and adjust the scope of supply, pricing and delivery schedule offered herein.

4.3. Taxes

Seller may be required by law to determine and collect Sales Tax, Value Added Tax, Goods and Services Tax, or similar Indirect Tax from Buyer ("Buyer's Taxes") and remit to the applicable taxing jurisdiction for the provision of goods and/or services as outlined in this Proposal.

Seller's price and schedule shall be based on applicable Federal and State laws, local ordinances, codes, standards, duties, and taxes assessed on the Seller in effect as of the date of Seller's proposal. Should such laws, codes, taxes and standards change and increase the cost of performing the work or impact the schedule, Seller shall, upon notice to Buyer of such, be entitled to an equitable adjustment of price and /or schedule. Similarly, should such laws, codes, taxes and standards change and decrease the cost of performing the work, Buyer shall be entitled to an equitable adjustment of price.

Pricing provided herein does not include Buyer's Taxes or duties, as specified in Section 00_21_14; Article 2; Paragraph 2.8 of the proposal requirements.

Unless Buyer has furnished Seller with evidence of tax exemption or direct pay permit acceptable to taxing authorities prior to the execution of any Purchase Order / Agreement or Seller's acceptance of Buyer's Purchase Order (as applicable), Seller will determine any

applicable taxes according to the laws, codes, and standards of the taxing jurisdiction and include them at the time of invoicing, Buyer shall pay all Buyer's Taxes as invoiced by Seller, and Seller is relieved of any obligation to (i) apply any tax exemption or direct pay permit, and/or (ii) refund the Buyer any tax paid by the Seller.

If a Tax Exemption Certificate provided by Buyer is determined to be invalid by the relevant taxing jurisdiction, then Buyer shall either (i) provide Seller with a cured exemption certificate, or (ii) pay to Seller the required Buyer'sTaxes, or (iii) pay directly to the relevant taxing jurisdiction pursuant to a demand for payment from that jurisdiction in the name of Buyer. Buyer shall pay fines, penalties, and/or interest assessed by the relevant taxing jurisdiction in direct connection to that jurisdiction's determination that an exemption certificate provided by Buyer is invalid.

If Seller fails to timely and accurately collect Buyer's Taxes from Buyer as required by any taxing jurisdiction, then Seller will provide to Buyer corrected invoices that (i) comply with the regulations of the taxing jurisdiction, and (ii) separately itemize such Buyer's Taxes, and Buyer will remit such taxes to Seller except that Buyer shall not pay to Seller or any relevant taxing jurisdiction any amount of fines, penalties, and/or interest assessed against Seller by the relevant taxing jurisdiction for Seller's failure to timely and accurately collect, remit, or report Buyer's Taxes collected from Buyer. If Seller collects from Buyer an amount of Buyer's Taxes in excess of those required by law, then Seller shall repay such excess Buyer's Taxes to Buyer except where prohibited by the laws and regulations of the relevant taxing jurisdiction.

4.4. Order Confirmation Center

In order to facilitate efficient order handling, Seller has instituted an Order Confirmation Center (OCC). All Purchase Orders or Contracts being issued to Seller are to be directed to OCC following the methods indicated below:

- Via e-mail: nam.equipmentpo@Veolia.com
- Via courier: please contact the Sales Manager

Seller's Details for Purchase Order:

Please use the following information to prepare your Purchase Order:

For USA: **Veolia WTS Systems USA, Inc.**
3600 Horizon Boulevard
Trevose, PA 19053

4.5. Delivery

The following freight terms for delivery of equipment used are as defined by INCOTERMS 2020.

All pricing is CIP Baytown East WTP site. Delivery to the project site is conditional upon provision of access roads of a nature that will permit access by tractor-trailers. Off-loading and positioning of equipment at the job-site is not included.

Upon acceptance of Buyer's Purchase Order or, alternatively, where specified in the Purchase Order, upon receipt of Buyer's Notification to Proceed with Manufacturing/Equipment Procurement that satisfies Seller's requirements for meeting the delivery schedule, Seller shall commence fabrication of equipment. The place of delivery specified therein shall be firm and

fixed, provided that Buyer may notify Seller no later than forty-five (45) days prior to the scheduled shipment date of the equipment of an alternate point of delivery. Provided the parties agree to a change order to take into account any additional cost or delay incurred by Seller in implementing this change, the alternate place of delivery shall become the agreed place of delivery for all purposes under such Purchase Order. Failure by Buyer to take delivery of the equipment shall be a material breach of such Purchase Order.

4.6. Shipment To Storage

If any part of the equipment cannot be delivered when ready due to any cause not attributable to Seller, Buyer shall designate a climate-controlled storage location and Seller shall ship such equipment to storage. Upon shipment to the storage location then (i) title and risk of loss shall thereupon pass to the Buyer if it had not already passed; (ii) any amounts payable to the Seller upon delivery or shipment shall become payable upon presentation of Seller's invoice(s); (iii) any amounts otherwise payable to Seller, such as for preparation for storage, handling, inspection, preservation, insurance and any taxes shall be payable by Buyer upon submission of Seller's invoice(s); (iv) the Services provided herein shall subsequently charged at the rate prevailing at the time of actual use and Buyer shall pay the net increase; and (v) Buyer is responsible for direct payment of all costs for storage of the equipment and subsequent transportation from the storage facility to their place of installation.

4.7. Bonds

Performance, Labor & Material Payment and Supply Bonds with a value of 100% of the amount of the quoted price is included.

4.8. Payment Terms

The pricing quoted in this proposal is based upon the following payment terms, subject to approval of Buyer credit (all payments are net 30 days):

- 10% on initial submission of submittals
- 25% on approval of submittals / NTP manufacturing
- 60% on shipment of equipment (partial shipments/payments permitted)
- 5% on start of commissioning, or net 120 days from equipment shipment whichever occurs first.

No financial allowance has been made for any Holdbacks on submitted invoices.

- The Buyer shall have the right to terminate Seller's Contract for convenience at any time upon 30 days written notice to Seller. Upon receipt of such termination notice by Seller, payment to Seller shall include:
- Payment in full for unpaid invoices presented by Seller to Buyer to date of termination notice.
- Payment for Seller's costs not yet invoiced to date of termination notice, plus 10% termination fee.
- Payment to Seller for any restocking costs and Seller's costs to terminate orders with Seller's suppliers, plus 10% termination fee regarding such costs.

Seller shall only proceed with preparation of Engineering Drawings upon receipt of a formal Purchase Order and a written Notice to Proceed with Engineering Drawings from the Buyer. If, as of the date Engineering Drawings are submitted, the Buyer terminates Seller's Contract, then the Buyer shall pay Seller the milestone price for Engineering Drawings, or Seller's actual

costs plus 10% for drawing preparation to the date of notice of termination, whichever is greater.

Seller shall only proceed with procurement and production of equipment and materials upon receipt of a formal Purchase Order and a written Notice to Proceed with Manufacturing/Equipment Procurement from the Buyer.

4.9. Proposed Project Schedule

The delivery schedule is presented based on current workload backlogs and production capacity. If a formal Purchase Order is not approved within the period of validity of this proposal, the delivery schedule is subject to review and adjustment.

Seller's proposed drawing submission and equipment delivery schedule is as follows:

Equipment shipment is estimated at 31 to 60 weeks after order acceptance. The Buyer and Seller will arrange a kick off meeting after contract acceptance to develop a firm shipment schedule.

Typical Submittal and Equipment Shipment Schedule

Deliverables	Duration (Weeks)				
	2-4	8-12	3-4	18-40	
Acceptance of PO					
Drawing Submittal					
Drawings Approval					
Equipment Manufacturing					
Equipment Shipment					

The delivery schedule is presented based on current workload backlogs and production capacity. This estimated delivery schedule assumes no more than two weeks for Buyer review of submittal drawings. Any delays in Buyer approvals or requested changes may result in additional charges and/or delay to the schedule.

The following freight terms used are as defined by INCOTERMS 2020. All pricing is CIP designated Direct Purchase by City of Baytown East Surface WTP Phase 2 - Expansion Project (DB) jobsite. Delivery to the project site is conditional upon provision of access roads of a nature that will permit access by tractor-trailers. Off-loading and positioning of equipment at the job site is not included.

4.10. Royalty and License Fees

4.10.1. Application Patents

Seller has a number of patents covering the products, equipment and applications offered in this proposal.

4.10.2. Non-Exclusive Royalty Free License

Seller grants Buyer a non-exclusive, non-terminable, royalty free license to use the intellectual property embedded in the equipment delivered to and paid for by the Buyer, as well as any drawings, design or data delivered to and paid for by the Buyer, for the purposes of owning, financing, using, operating, and maintaining the relevant equipment at Buyer's site. Such license may only be assigned to a subsequent owner of the equipment or to an operations and

maintenance sub-contractor. Such license does not extend to the re-creation of the equipment or the manufacture of spares or consumables by Buyer or third parties.

Any software Seller owns and provides pursuant to this proposal shall remain Seller's property. Seller provides to Buyer a limited, non-exclusive and terminable royalty free project-specific license to such software for the use, operation or maintenance at Buyer's site of any equipment purchased hereunder to which software is a necessary component. Buyer agrees not to copy, sub-license, translate, transfer or reverse engineer, or decode the software. Single user versions of software may be used on one CPU. LAN/WAN versions may be used on a single server with only the number of concurrent users as agreed to by the Parties. Unless otherwise expressly agreed by Seller, this license shall terminate and the software shall be returned to Seller as soon as the Buyer no longer operates the equipment as sold, or upon the material breach of these terms.

4.11. Terms and Conditions

By accepting our proposal, the Buyer agrees to include Seller's proposal as a Contract document in any Purchase Order or Procurement Agreement.

This proposal has been prepared and is submitted based on Seller's General Terms and Conditions of Sale as attached in **Appendix A.2.**

It should be noted that once the Buyer's Terms and Conditions are received, the final Terms and Conditions can be negotiated to the mutual agreement of Seller and the Buyer. Buyer's Terms & Conditions may typically include specific bonding requirements, liquidated damages, cancellation clauses, equipment warranty requirements and other contractual liabilities for which Seller has made no provision in the pricing provided herein. Seller therefore reserves the right to adjust the pricing herein upon review of any Buyer supplied Terms and Conditions.

4.12. Exceptions and Clarifications

4.12.1. Technical Exceptions and Clarifications

1. Veolia clarifies that, notwithstanding anything to the contrary contained in this proposal, Veolia has not been requested by the Buyer nor in any event shall Veolia be expected or be required to provide any advice, training or recommendations relating to matters concerning PFAS, PFAS treatment or PFAS abatement. Should Veolia nonetheless provide any such advice, training or recommendations, the parties agree that any such advice, training or recommendation shall not be interpreted, construed or considered under any circumstance to provide any guarantee or warranty as to a given result or performance level, notably with respect to PFAS abatement or treatment levels.
2. Where shipping tolerances require, the equipment described in this proposal will be shipped knocked-down for installation in the field by others. This proposal does not include any expense for unloading, storage, erection, or supervision of erection, unless otherwise specified herein.
3. All mechanical equipment shall be supplied with the Manufacturer's standard paint/finish unless otherwise specified herein.
4. Both design and furnishing of all concrete slabs and/or load-bearing structures is not by Veolia. All civil dimensions of the clarifier units in the contract documents shall be confirmed by Veolia's submittal drawings. Bid drawings shall not be considered final.
5. In regards to Section 46_06_00.1.04.B.1. NSF 61 Certification. and 1.04.D.5. Provide NSF 61 certification for pulsed bed clarifier system. Veolia clarifies that to the extent commercially reasonable and consistent with the terms and conditions and/or specifications of the applicable Request for Proposal, Veolia shall utilize those components that are certified

under the NSF/ANSI/CAN 61 Standard. When such specified components are not available for the clarifier, Veolia shall utilize materials listed in Annex N-2 and Table 3.1 of NSF/ANSI/CAN Standard 61 for those components and/or materials that come in contact with potable water

A. Appendices

A.1. Standard Performance Guarantees & Test Protocol

A.2. Veolia Standard Terms & Conditions

A.3. On Site Hourly Rate Sheet

Standard Performance Guarantees & Test Protocol

BAWA EAST SURFACE WATER TREATMENT PLANT
PHASE II EXPANSION
SP CLARIFIER

G					
F					
E					
D					
C					
B	Updates to Stated Influent Conditions	BRF			12/23/2025
A	Proposal Issue	EGB			9/19/2025
REV					

DOCUMENT TYPE:	VEOLIA DOCUMENT NUMBER :					
	PROPOSAL	ISSUER	DISCIPLINE	DOC TYPE	AREA	CHRONO
Technical Spec.	623123	WTS	PR	PR	SE	002

PROPRIETARY AND CONFIDENTIAL: THIS DOCUMENT AND ALL INFORMATION AND KNOWLEDGE CONTAINED OR REFERRED HERIN ARE THE CONFIDENTIAL AND PROPRIETARY PROPERTY OF VEOLIA AND AS SUCH ARE INSTRUMENTS OF SERVICE FOR USE SOLELY WITH RESPECT TO THIS PROJECT. THESE INSTRUMENTS OF SERVICE SHALL NOT BE REPRODUCED, TRANSMITTED, DISCLOSED OR USED OTHERWISE, IN WHOLE OR IN PART, WITHOUT PRIOR WRITTEN AGREEMENT BY VEOLIA AND MUST BE IMMEDIATELY RETURNED OR DESTROYED UPON REQUEST.

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1 GENERAL

1.1 PURPOSE

This document defines the plan for conducting the Performance Test for the SP Clarifier. The SP Clarifier is composed of associated auxiliary equipment and systems included under scope of supply. The intent of this plan is to outline the requirements and procedures to conduct a Performance Test which will confirm that the SP Clarifier meets contractual performance criteria.

The Performance Test shall consist of an operational test of the SP Clarifier. The Performance Test shall demonstrate the System's ability to achieve the Performance Guarantees outlined in the Contract and reproduced in this Performance Test Plan.

1.2 PERFORMANCE TEST – PREREQUISITES

The following is the list of prerequisites required to be completed prior to the start of the Performance Test to ensure all essential requirements are met to carry out successful Performance Test.

a) Commissioning of the SP-Clarifier. The general activities included but not limited to as part of the overall commissioning process are:
   - Construction completion and design verification c/w unit operation punch lists
   - Operational testing, validating that the equipment can be safely operated, c/w reports
   - Startup, the actual loading of process equipment, setting of flow rates etc.
   - Functional acceptance testing (FAT), validating that equipment can be safely left in automatic mode of operation.

b) Buyer must submit a chemical analysis of the Feedwater to VEOLIA prior to starting the Performance Test to verify the Feedwater component concentrations, temperature and pH for guarantee are within the influent design criteria or parameter concentrations specified for the Performance Guarantee Conditions in this document. The required sampling and analytical testing must be carried out under mutually agreed EPA approved methodologies (or equivalent governing body) and accredited laboratories. VEOLIA also reserves the right to collect split sampling for analyzing samples if questions regarding the validity of the Performance Test data should arise.

c) VEOLIA shall provide a minimum of two (2) days notice to Buyer of the date equipment shall be ready to conduct the Performance Test. VEOLIA and Buyer shall agree on an alternative approach or criteria for the Performance Test in event the Buyer is not able to support the Performance Test. In case Buyer is not ready for the Performance Test, indicated alternate approaches need to be agreed within five (5) days of the VEOLIA notice, otherwise, the Performance Test will be considered completed and passed and accepted by the Buyer.

d) The SP Clarifier shall be inspected, and operational data reviewed by VEOLIA to verify the process equipment is in a “Operationally Clean” and functional condition prior to commencing the Performance Test. All guarantees are based on “Operationally Clean” conditions only. If the System is considered “Operationally Clean” and functional, VEOLIA will issue a written statement accepting the System as such, prior to starting the Performance Test

e) All Performance Guarantees offered by VEOLIA are subject to Buyer’s complying with no exception to the agreed design basis, feed water flow and quality in this document. If, the influent feed water quality or flowrates does not comply with design basis, the ability of the water treatment system to produce the designed treated water quality and/or quantity may be impaired. Therefore, Performance Guarantees are subject to voidance by VEOLIA or may be adjusted if possible, with certified correction curves supplied by VEOLIA to adjust Equipment performance for the Performance Test.

f) Buyer shall furnish utilities, including power, steam, compressed air, and chemicals, as well as the Feedwater and normal operating personnel for the Performance Tests as applicable.

g) Maintenance and operation of the SP Clarifier shall be in accordance with the specified equipment’s Original Equipment Manufacture’s (OEM) Operations and Maintenance Manual. Instruments are required to be fully calibrated, synchronized with SCADA, PLC / DCS, and in good working condition.

h) Buyer shall verify all supplied utilities are available at the specified interface design conditions to support the Performance Test.

i) Buyer shall verify availability of adequate disposal capacity for water products produced by the Water Treatment Plant and disposal of liquid and/or solid waste streams produced to support the Performance Test.

j) Buyer's skilled & trained personnel will conduct the Performance Test, with technical supervision provided by VEOLIA, in accordance with the Test Procedures to verify compliance with the Performance Guarantees. VEOLIA requires that Buyer's personnel are qualified, experienced and trained to operate the plant in accordance with OEM Operations and Maintenance Manual with minimum to no supervision from the VEOLIA team at site for Performance Test purposes. VEOLIA also requires that an adequate number of skilled & trained personnel are provided per shift to operate the plant.

k) VEOLIA will rely on Buyer's operation personnel to operate the equipment as if during normal operation, following the OEM Operations and Maintenance Manual, including gathering of data and samples while VEOLIA will supervise the Performance Test, operations & data collections. VEOLIA shall provide a minimum of one (1) qualified person / 8 diurnal working hours for the duration of the Test Period. The Water Treatment Plant shall be staffed by the Buyer's operation personnel for up to twenty-four (24) hours a day.

2 Performance Test Procedure & Protocols

2.1 Performance Test Duration

VEOLIA has agreed to conduct a 72-hour Performance Test expected to occur right after commissioning and in accordance with Section 1.2 Performance Test - Prerequisites. This will conclude the site commissioning effort.

2.2 Quality, Quantity Data Recording, Sample Collection & Flow measurements

Buyer and VEOLIA shall record critical data and take samples as detailed in this document or as needed for the Performance Test evaluation. Instrumentation provided for normal operations of the Water Treatment Plan shall be used whenever possible to record data. The data shall be recorded and stored within the control system.

a) Data not monitored and recorded within the control system shall be logged by the Buyer's operations personnel every three (3) hours. The Buyer's operations personnel shall maintain a logbook noting pertinent operations changes, process condition adjustments, and downtimes.

b) The wet chemistry analyses for Performance Test evaluation shall be completed based on a minimum raw and clarified water sampling every three (3) hours and for a total of twenty-four (24) hours during each day. Every 24 hours, all eight (8) samples for each type of water will be tested. This routine will be repeated over the Performance Test Period. Sample collection, analysis, and reporting shall be performed by accredited EPA approved Laboratories mutually agreed by the parties.
The raw water will be tested for the parameters listed in the stated influent conditions; the clarified water will be tested for turbidity. Location of sampling will be mutually agreed between the buyer and VEOLI WT and the beginning of the SP Commissioning.

c) All flowrates for Performance Test will be averaged over the period of Performance Test. For example, total volume produced over the Performance Test divided by duration of the Performance Test.

d) Instruments / Transmitters are required to be calibrated as per prerequisite requirements stated in this document and data logged in for the Performance Guarantees could be adjusted within acceptable tolerance limits by vendors for each specific instrument / transmitter.

e) Buyer shall maintain all the necessary and required operating data, in such form as mutually agreed upon between VEOLIA and Buyer. These operating data maintained by the Buyer shall be provided to VEOLIA for Performance Test Report.

f) Both Buyer and VEOLIA shall have the right to review all data, calculations and results generated by each other during or within five (5) days of the Performance Test completion. VEOLIA shall assemble the data and create a Performance Test Report after the Performance Test Completion.

g) Sample collections and & instruments for data logging for Performance Tests will be highlighted in the detailed matrix prepared during detailed engineering stage and before the Performance Test.

2.3 Standard Test Methods

All samples collected to be tested by accredited laboratories will be carried out as per standard analytical methods defined by APHA, ASTM, EPA, or equivalent. For details please refer to VEOLIA's detailed document on “Standard Test Methods” which outline test methods associated with individual parameters being tested. Please note that:

a) any parameter which needs to be tested and not listed in referenced document, will be tested as per internationally accepted standard test methods; and

b) any parameter which could be tested under more than one standard methods, will be tested under one standard test method only.

2.4 Performance Test

The Performance Tests shall be determined to be successfully completed when the System has been operated for agreed duration, and the data will be collected in accordance with procedures agreed to produce performance results over the Performance Test duration to meet or exceed specified Performance Guarantees.

Test Procedures will identify whether, during the performance testing, if “credit” for time completed will be allowed prior to events or circumstances which may disrupt testing procedures and result in Repeated Performance Tests. The performance results shall be determined as follows:

A) Following the laboratory analyses, the test results shall be provided to both Parties. If following the laboratory analysis VEOLIA believes that the Performance Tests have been successfully met, then VEOLIA shall provide BUYER with written notice to that effect (the "Test Completion Notice") which shall include VEOLIA's certification that the System has satisfied the Performance Guarantees. BUYER shall execute a copy of the Test Completion Notice and return the same to VEOLIA, and the Performance Tests shall

be deemed to be successfully complete as of the date VEOLIA executes the Test Completion Notice.

2.5 Interruption of Performance Test

During the Performance Test some deviations from ideal operation conditions might occur. Eventual deviation will be treated as follows:

2.5.1 Minor Stoppages

Minor stoppages under are not applicable and Performance Test is considered as continuous as far as quality and quantity is not impacted during these minor stoppages.

Minor stoppages are defined as interruptions under less than 1 hour which does not impact quality and quantity required under Performance Guarantees, hence not considered as stoppage. For example, if a single unit operation is tripped, and a redundant unit is brought back in line without impacting required average flow and quality requirements, will not be considered a stoppage.

2.5.2 Major Stoppages

During the Performance Test, conditions that occur outside the control of VEOLIA, and which affect the ability to operate the equipment in a manner necessary to perform the test are referred to as downtime. Downtime is NOT to be included in the Test Period. Examples of downtime conditions include, but are not limited to:

a) Inadequate or sustained rate of Feedwater.
b) Feedwater component concentrations, temperature or pH that materially differs from the design basis identified in this document.
c) Interruption of electrical power supply from grid or Buyer transformer/distribution.
d) Inadequate sustained rate of supply of consumables, concentrations and chemical doses & specifications and purity where applicable at interface to safely operate Water Treatment Plant.
e) Inability to maintain or supply required treatment chemicals to the respective chemical storage tanks.
f) Inability to dispose wastewater streams or solids produced and Product water disposal if required by the plant.
g) Requirements by governmental authorities to curtail activities outside of VEOLIA control i.e. force majeure.
h) During the Performance Test, some equipment within the scope of the test may enter an upset condition or require maintenance. If the upset condition can be resolved during the Performance Test without impacting quality and/or quantity, then the test will continue, and this will not be considered downtime. If an upset

condition occurs with equipment within the scope of the test that impacts quantity or quality during the performance period, the test is deemed to have failed and must be restarted.

2.6 Repeated Performance Test & Compliance with Performance Guarantees

If the results of the first Performance Test demonstrate that the performance operational capability levels of the System meet or exceed the levels required by the Performance Guarantees, then the Performance Guarantees shall be deemed satisfied.

Otherwise VEOLIA has the right to repeat the Performance Test up for additional two times with mutually agreed cure period before execution of Exclusive Remedies for Performance Guarantees.

2.7 Performance Test Report

VEOLIA shall present a written report to Buyer within two (2) weeks of the completion of the Performance Test. The report shall include all data taken during the testing period including results of samples collected and required flowrates to demonstrate performance achieved against Performance Guarantees. Upon submission & approval of the Performance Test report, all Performance Guarantees are deemed discharged.

2.8 Exclusive Remedy for Performance Guarantees

If the results of the final Performance Test and or repeat Performance Test do not demonstrate compliance with the Performance Guarantees then, contractual sole remedies related to the performance will be implemented.

3 Design Basis

3.1 Stated Influent conditions

This document details main input and output parameters considered as design basis for this project. All Performance Guarantees are based on design basis information provided as shown in Table below.

The treatment system is designed based on design basis as per Tables below, should there be any changes to design basis, the treatment system may require process adjustments to the Performance Guarantees due to the feed quality variation (such as TOC higher than design basis or temperature colder than design basis) & Performance Guarantees could be adjusted accordingly.

Parameter	Specified or assumed note 1	Units	Min	Avg	Max
Total Design Flowrate	specified	MGD	1	-	6.6
Each SP Clarifier Flowrate	specified	MGD	0.5	-	3.3
Temperature	Assumed	°F	40	-	85
pH	Assumed		6.5	-	9.0
Turbidity	Assumed	NTU	5	26	200
Alkalinity	Assumed	mg/L as $CaCO_3$	50	-	150
Total Organic Carbon (TOC)	Assumed	mg/L	4	-	20

3.2 Applicable Technical Qualifications for Performance test

- The SP Clarifier must be operated and maintained in accordance with all operating and maintenance instructions per the Veolia O&M manual at all times.
- A water temperature fluctuation if any must be less than ±3 °F/hour (±1.7 ^{0}C/hour). Greater fluctuations in temperature may cause process equipment upsets (e.g. disturbances in sludge blanket due to differences in density between the water stream and clarifier unit contents) that may interfere with process equipment performance.
- All chemical feed equipment must be designed, maintained and calibrated to ensure proper delivery of the optimum chemical dosages.
- Injection points of chemicals will also be in strict accordance with Veolia recommendations.

- Coagulants and flocculants polymer (as approved by Veolia) must be available for addition into or prior to the clarifier and added at optimum dosage levels determined by Veolia.
- Influent water shall contain sufficient alkalinity for reaction with the coagulant, or a caustic feed system must be available.
- Sludge cohesivity factor should be between 0.8 to 1.2 m/h.

4 PERFORMANCE GUARANTEES

4.1 GENERAL

Performance Guarantees provided in this section are contingent upon meeting design basis included in this document, should there be any changes at the time of Performance Test as compared to the design basis, the treatment system may require process adjustments and to the Performance Guarantees which can be discussed to be mutually agreed upon in accordance with other conditions outlined in this and other contractual documents.

Note 1: All flowrates for Performance Test will be averaged over the period of Performance Test.

4.2 PRODUCT WATER QUALITY

Parameter	Value (Note 1)
Clarifier Effluent Turbidity	<2 NTU (daily average) <3 NTU (95% of the time)

Note 1: Performance shall be governed by 'Product Water Quality' or by the turbidity obtained with the existing SP Clarifier unit operating at the same condition of flowrate, water characteristics and chemical program, whichever is greater.

Note 2: There are no PFAS removal performance guarantees being offered as part of this proposal.

5 STANDARD TEST METHODS

5.1 STANDARD TEST METHODS

Please refer to attached document “P000001-WTS-PR-T02-8521-PR-001” which covers Standards used for various parameters to be tested.

General Terms and Conditions of Sale – Sale of Capital Equipment

Baytown Water & Veolia WTS Systems

As Amended (20260324)

1. Exclusive Terms and Conditions. Together with any other terms the Parties agree to in writing, these General Terms and Conditions – together with the last proposal in order of time issued by the Seller – form the exclusive terms ("Agreement") whereby Buyer agrees to purchase, and Seller agrees to sell products and equipment (jointly "Equipment") and to provide advice, instruction and other services in connection with the sale of that Equipment ("Services").. This Agreement may only be revised by a change order approved in writing by both Parties. All terms not defined herein shall be defined in Seller´s proposal. For the purposes of this Attachment A.2, Buyer is defined as the Baytown Area Water Authority, and Seller is Veolia WTS Systems USA, Inc.

2. Equipment and Services. The Equipment to be delivered and the Services to be provided shall be as set out in this Agreement. Unloading, handling, storage, installation, and operation of Buyer's systems or the Equipment are the responsibility of Buyer. Buyer shall not require or permit Seller's personnel to operate Buyer's systems or the Equipment at Buyer's site.

3. Prices and Payment. Buyer shall pay Seller for the Equipment and Services in accordance with the payment schedule (as set forth in Seller´s proposal or, if applicable, in any special conditions agreed to in writing by the Parties). Unless otherwise specified in writing, payment is due net thirty (30) days from the date of Seller's invoice. Excluding statutory retainage under applicable laws, the Buyer shall have no rights to make any deduction, retention, withholding or setoff relating to any payments due under this Agreement. Seller acknowledges and agrees that Buyer shall pay Seller the maximum rate permitted by Chapter 2251 of the Texas Government Code on any past due payment not received within thirty (30) days after the payment due date.

4. Taxes and Duties Seller shall be responsible for all corporate taxes measured by net income due to performance of or payment for work under this Agreement ("Seller Taxes"). Buyer shall furnish Seller with evidence of tax exemption acceptable to taxing authorities if applicable, prior to execution of the Agreement by both Parties or issuance by the Seller of the order acceptance. Buyer's failure to provide evidence of exemption at time of order will relieve Seller of any obligation to refund taxes paid by Seller.

5. Delivery, Title, Risk of Loss. Unless otherwise specified in this Agreement, Seller shall deliver all Equipment to Buyer FCA (Incoterms 2020) Seller's facility. The time for delivery of the Equipment to Buyer shall be specified in this Agreement. Seller's sole liability for any delay in delivery of the Equipment shall be as expressly set out in this Agreement. The place of delivery specified herein shall be firm and fixed, provided that Buyer may notify Seller no later than forty-five (45) days prior to the scheduled shipment date of the Equipment of an alternate point of delivery, Buyer shall compensate Seller for any additional cost in implementing the change. If any part of the Equipment cannot be delivered when ready due to any cause not attributable to Seller, Buyer shall designate a climate-controlled storage location, and Seller shall ship such Equipment to storage. Title and risk of loss shall thereupon pass to Buyer, and amounts payable to Seller upon delivery or shipment shall be paid by Buyer along with expenses incurred by Seller. Services provided herein shall be charged at the rate prevailing at the time of actual use and Buyer shall pay any increase, and Buyer shall pay directly all costs for storage and subsequent transportation. Failure by Buyer to take delivery of the Equipment shall be a material breach of this Agreement.

Title and risk of loss to the Equipment shall be transferred from Seller to Buyer at the point of delivery upon handover. Title and risk of loss to the Services shall pass as they are performed.

6. Warranties and Remedies. Seller warrants that Equipment shall be delivered free from defects in material, workmanship and title and that Services shall be performed in a competent, diligent manner in accordance with any mutually agreed specifications. Seller's warranty does not cover the results of improper handling, storage, installation, commissioning, operation or maintenance of the Equipment by Buyer or third parties, repairs or alterations made by Buyer without Seller's written consent, influent water which does not comply with agreed parameters, or fair wear and tear.

Unless otherwise expressly provided in this Agreement, the foregoing warranties are valid for:

(a) chemicals and Services, for six (6) months from their date of delivery or the provision of Services;

(b) consumables, including filters and spiral wound membranes (other than spiral wound membranes for process treatment), the earlier of twelve (12) months from date of first use of fifteen (15) months from their date of delivery;

(c) spiral wound membranes for process fluid treatment, ninety (90) days from their date of first use;

(d) ultrafiltration membranes (ZW500, ZW700B, ZW1000, ZW1500), twelve (12) months from their date of delivery;

(e) Equipment other than chemicals and consumables, the earlier of, fifteen (15) months from delivery or shipment to storage, or twelve (12) months from start-up/first use;

(f) software, ninety (90) days from the date of receipt;

(g) Equipment not manufactured by Seller, the warranty shall be the manufacturer's transferable warranty only,

Any claim for breach of these warranties must be promptly notified in writing, and Buyer shall make the defective item available to the Seller, or the claim will be void. Seller's sole responsibility and Buyer's exclusive remedy arising out of or relating to the Equipment or Services or any breach of these warranties is limited to repair at Seller's facility or (at Seller's option) replace at Seller's facility the defective item of Equipment, and re-perform defective Services. In performance of its obligations hereunder, Seller will not control the actual operation of either Buyer's systems or the Equipment at the Buyer's site.

Warranty repair, replacement or re-performance by Seller shall not extend or renew the applicable warranty period.

The warranties and remedies are conditioned upon (a) proper unloading, handling, storage, installation, use, operation, and maintenance of the Equipment and Buyer's facility and all related system in accordance with Seller's instructions and, in the absence, generally accepted industry practice, (b) Buyer keeping accurate and complete records of operation and maintenance during the warranty period and providing Seller access to those records, and (c) modification or repair of Equipment or Services only as authorized by Seller in writing. Failure to meet any such conditions renders the warranty null and void.

The Buyer will be entitled to assign to a subsequent owner of the Equipment the warranties of the Seller under this Agreement,

provided that a prior written notification is sent to the Seller and the assignment agreement contains terms and conditions which provide the Seller with the protections of the warranties and limitations on liability contained in the Agreement. Subject to Buyer's compliance with the foregoing requirement, such warranty rights are expressly assignable by the Buyer to a subsequent owner of the Equipment. Except as provided herein, Buyer is not entitled to extend or transfer this warranty to any other party. The warranties and remedies set forth in this article are in lieu of and exclude all other warranties and remedies, statutory, express or implied, including any warranty of merchantability or of fitness for a particular purpose.

Unless otherwise expressly stipulated in this Agreement, Seller gives no warranty or guarantee as to process results or performance of the Equipment, including but not limited to product quality, flow, production, capacity, membrane life, chemical consumption, regulatory compliance or energy consumption.

7. General Indemnity. Refer To Agreement Article 4.

8. Compliance with Laws and Permits. All permits, authorisations, and licenses which are required to construct, install and/or operate Buyer's facility or equipment, to use the Equipment, or to manage and dispose of any wastes, discharges, and residues resulting from Buyer's use of the Equipment, shall be obtained and maintained by Buyer at Buyer's sole expense. Buyer is responsible for compliance with all laws and regulations applicable to the storage, use, handling, installation, maintenance, removal, registration, and labelling of all Equipment after delivery of the Equipment, as well as for the proper management and disposal of all wastes, discharges, and residues. Buyer remains solely responsible for obtaining and maintaining any applicable permits, licenses, consents and/or generally compliance with applicable laws, permits, licenses and consents at its site as regards matters relating to PFAS. In addition to the foregoing, Seller may terminate the Agreement in the event of: laws or conditions or changes to such laws or conditions, which make performance by Seller impossible or impractical or have a material effect on Seller or performance by Seller.

9. Buyer's Site Conditions. Buyer warrants that any data furnished to the Seller concerning conditions at Buyer's site (including but not limited to any existing Buyer facility, equipment or processes, influent water or other substances to be treated or measured with the Equipment) is accurate and complete, to the best of Buyer's knowledge, and the Seller reserves the right to utilize the most appropriate design compatible with generally accepted engineering practices, and to make changes in details of design, manufacture and arrangement of Equipment unless precluded by any limitations specified in this Agreement. Seller shall notify Buyer of (1) any conditions at Buyer's site which materially differ from those indicated in the data furnished by Buyer, (2) any previously unknown physical conditions at Buyer's site of an unusual nature, not revealed by previous investigations and differing from those ordinarily encountered in the type of work provided for in this Agreement, and (3) the presence of any Hazardous Materials (as defined below), the existence of a contaminated soil, unexploded ordinance, or archaeological remains. If such conditions cause an increase in Seller's cost or in the time required for the performance of Seller's obligations, Seller shall be entitled to an equitable adjustment in the Agreement price and an extension in the time for performance.

10. Hazardous Materials and Wastes. In the event that Seller encounters any Hazardous Materials (meaning toxic substances, hazardous substances, pollutants, contaminants, regulated wastes, or hazardous wastes as such terms may be defined or classified in any law, statute, directive, ordinance or regulations promulgated by any applicable governmental entity) at Buyer's site, other than Hazardous Materials introduced by Seller or that are otherwise the express responsibility of Seller under this Agreement, Buyer shall immediately take whatever precautions are required to legally eliminate such Hazardous Materials so that the Seller's work under this Agreement may safely proceed. At no time shall Seller be deemed to have taken title to or the responsibility for the management or disposal of any wastes, Hazardous Materials, influent water, any resultant product streams, wastewater streams, discharges, cleaning materials, or any other materials or substances processed by the Equipment or otherwise located at Buyer's site. Seller does not take responsibility for and hereby expressly disclaims responsibility for the characterization or disposal of wastes, Hazardous Materials, or for the identification, selection, or management of disposal facilities for any wastes.

11. Excusable Delays. Seller shall not be liable nor in breach or default of its obligations under this Agreement to the extent performance of such obligations is delayed or prevented, directly or indirectly, due to causes beyond the reasonable control of Seller, including, but not limited to: acts of God, natural disasters, unusually severe weather, fire, terrorism, war (declared or undeclared) epidemics, material shortages, insurrection, act (or omissions) of Buyer or Buyer's contractors/suppliers or agents, any act (or omission) by any governmental authority, strikes, labour disputes, transportation shortages, or vendor non-performance. The delivery or performance date shall be extended, by mutual agreement of the Parties, for a period equal to the time lost by reason of delay or non-performance, plus such additional time as may be necessary to overcome the effect of the delay or non-performance. If delivery or performance is delayed for a period exceeding 180 (one hundred and eighty) days, either Party may terminate this Agreement without further liability provided that Seller and/or Buyer shall be paid an amount equal to that which would be payable to either under the article entitled "Termination". If Seller is delayed by any acts (or omissions) of Buyer, or by the prerequisite work of Buyer's other contractors or suppliers, Seller shall be entitled to an equitable adjustment in schedule, price and/or performance, as applicable.

12. Emergencies. If the safety of Seller's personnel is threatened or likely to be threatened by circumstances outside the reasonable control of Seller, including but not limited to war, armed conflict, civil unrest, riots, terrorism, kidnapping, presence of or exposure to hazardous materials, unsafe working conditions, or by the threat of such circumstances or a lack of adequate protections against such circumstances, Seller shall be entitled to take all necessary steps to ensure the security and safety of its personnel including the evacuation of personnel until such circumstances no longer apply. Any such occurrence shall be considered an excusable delay event. Buyer shall reasonably assist in the event of any such evacuation.

13. Confidentiality, Intellectual Property. Both Parties agree to keep confidential the other Party's proprietary non-public information, if any, which may be acquired in connection with this Agreement. Buyer will not, without Seller's advance written consent, subject Equipment to testing, analysis, or any type of reverse engineering. Seller retains all intellectual property rights including copyright which it has in all drawings and data or other deliverables (including the Equipment) supplied or developed under this Agreement. Buyer agrees that it will not file patent applications on the Equipment or any development or enhancement of the Equipment, or of processes and methods of using the Equipment, without Seller's express prior written permission. Buyer further agrees that in any event any such patents will not be asserted against Seller or its other buyers based upon purchase and use of such Equipment. Seller grants to Buyer a non-exclusive, non-terminable, royalty free license to use the intellectual property embedded in Equipment delivered to

and paid for by the Buyer, as well as any drawings, design or data delivered to and paid for by the Buyer, for the purposes of owning, financing, using, operating and maintaining the relevant Equipment at Buyer's site. Such license may only be assigned to a subsequent owner of the Equipment or to an operations and maintenance subcontractor. Such license does not extend to the re-creation of the Equipment or the manufacture of spares or consumables by Buyer or third parties.

Any software Seller owns and provides pursuant to this Agreement shall remain Seller's property. Seller provides to Buyer a limited, non-exclusive and terminable royalty free project-specific license to such software for the use, operation or maintenance at Buyer's site of any Equipment purchased hereunder to which the software is a necessary component. Buyer agrees not to copy, sub-license, translate, transfer, reverse engineer, or decode the software.

Seller shall indemnify and hold harmless Buyer from any rightful claim of any third party that any Equipment or Service infringe a patent in effect in the USA, an EU member state or country of delivery (provided there is a corresponding patent issued by the USA or an EU member state), or USA copyright or copyright registered in the country of delivery. If the Buyer notifies the Seller promptly of the receipt of any such claim, does not take any position adverse to the Seller regarding such claim and gives the Seller information, assistance and exclusive authority to settle and defend the claim, the Seller shall, at its own expense and choice, either (i) settle or defend the claim and pay all damages and costs awarded in it against the Buyer, or (ii) procure for the Buyer the right to continue using the Equipment or Service, or (iii) modify or replace the Equipment or Service so that it becomes non-infringing, or (iv) remove the infringing Equipment and refund the price. The above paragraph shall not apply to any misuse of Equipment or Equipment which is manufactured to the Buyer's design, or to alleged infringement arising from the combination, operation, or use of any Equipment or Services with other equipment or services when such combination is part of any allegedly infringing subject matter. The foregoing list of sub-sections (i), (ii), (iii), and (iv) and related terms state the entire liability of the Seller for intellectual property infringement by any Equipment or Service. Seller understands and agrees that Buyer is a governmental entity subject to Chapter 552 of the Texas Government Code, known as the Texas Public Information Act. The parties agree that the Texas Public Information Act controls.

14. Limitations on Liability. Refer To Article 22 Agreement

15. Termination. This Agreement and any performance pursuant to it may be terminated by either Party, and the consequences of such termination shall be as set out in the next paragraph, if the other Party

(a) becomes insolvent, makes an assignment for the benefit of its creditors, has a receiver or trustee appointed for the benefit of its creditors, or files for protection from creditors under any bankruptcy or insolvency laws; or

(b) fails to make any payment when due, or commits a material breach or defaults in its material obligations under this Agreement, and such default is not cured within thirty (30) days of written notice from the other Party.

Upon the termination of this Agreement by Buyer for cause (i) Seller shall reimburse Buyer the difference between that portion of the Agreement price allocable to the terminated scope and the actual amounts reasonably incurred by Buyer to complete that scope, and (ii) Buyer shall pay to Seller (a) the portion of the Agreement price allocable to Equipment completed, and (b) amounts for Services performed before the effective date of termination. Upon the termination of this Agreement by Seller for cause Buyer shall pay to Seller within thirty (30) days of receipt of invoice the price of all Equipment or Services delivered at the date of termination, plus an amount equal to all directly incurred costs and expenses including materials, work in progress and any unavoidable and substantiated cancellation charges, as determined to be valid and mutually agreed by the Parties. Seller shall use commercially reasonable efforts to mitigate any incurred costs and will provide reasonable supporting documentation of all such incurred costs and expenses.

16. Governing Law, Dispute Resolution. This Agreement shall be governed by the substantive laws of the State of Texas. In the event of a dispute concerning this Agreement, the complaining Party shall notify the other Party in writing thereof. Management level representatives of both Parties shall meet at an agreed location to attempt to resolve the dispute in good faith.

Notwithstanding the foregoing, each Party shall have the right to commence an action or proceeding in a court of competent jurisdiction, subject to the terms of this Agreement, in order to seek and obtain a restraining order or injunction to enforce the confidentiality intellectual property provisions set forth in the first two paragraphs of article 13; or to seek interim or conservatory measures not involving monetary damages.

17. No Nuclear Use. Not Used

18. Export Control. Seller's obligations are conditioned upon Buyer's compliance with all applicable trade control laws and regulations including those of the United States, European Union, and United Nations. Additionally, Buyer shall not sell, distribute, disclose, release or otherwise transfer any item or technical data provided under this agreement to: (i) any country designated as a "State Sponsor of Terrorism" by the U.S. Department of State including, for this Agreement, the countries of North Korea (ii) any entity located in, or owned by an entity located in, a "State Sponsor of Terrorism" country, North Korea, (iii) the region of Crimea, Donetsk People's Republic (DNR), Luhansk People's Republic (LNR), Kherson, Zaporizhzhia regions of Ukraine or (iv) any person or entity listed on the "Entity List" or "Denied Persons List", the list of "Specifically Designated Nationals and Blocked Persons" maintained by any other applicable prohibited party list, such as those provided by the US, EU and United Nations. The Buyer hereby certifies that the work, technical data, software or other information or assistance furnished by the Seller or its Affiliates under this contract will not be used in the design, development, production, stockpiling or use of chemical, biological or nuclear weapons either by the Buyer or by any entity acting on the Buyer's behalf.

If the applicable trade control laws and regulations designate any person or entity involved in business activity between [and/or including] the Buyer and Seller, the obligations of the Parties to comply with all applicable trade control laws and regulations shall survive any termination or discharge of any other contract obligations, and the parties will work towards achieving compliance or will terminate the agreement and work to effect a mutually agreeable and orderly process for such termination and/or winding down the business activity.

19. Changes. Each Party may at any time propose changes in the schedule or scope of Equipment or Services. All changes to the Equipment or Services shall be subject to mutual agreement via a written change order or variation, which shall only become effective once signed by both Parties. The scope, Agreement price, schedule, and other provisions will be equitably adjusted to reflect additional costs or obligations incurred by Seller resulting from a change, after Seller's proposal date, in Buyer's site-specific requirements or procedures, or in industry specifications, codes, standards, applicable laws or regulations. It shall be acceptable and not considered a change if Seller delivers Equipment (including Equipment replacement under warranty) that bears a different, superseding or new part or version number

compared to the part or version number listed in the Agreement, provided that in no circumstance shall this affect any other of Seller's obligations including those set forth in article 6.

20. Conflicts; Survival, Assignment. If any term or condition of this Agreement or any accompanying terms and conditions are held invalid or illegal, then such terms and conditions shall be reformed to be made legal or valid, or deleted, but the remaining terms and conditions shall remain in full force and effect, and this Agreement shall be interpreted and implemented in a manner which best fulfils Parties' intended agreement. Those provisions which by their nature remain applicable after termination shall survive the termination of this Agreement for any reason.. This Agreement shall not otherwise be assigned by either Party without the other Party's prior written consent, and any assignment without such consent shall be void.

Seller may (i) manufacture and source the Equipment and any part thereof globally in the country or countries of its choosing; and (ii) subcontract portions of the Services, so long as Seller remains responsible for such.

21. No third-party beneficiary. Except as specifically set forth in the article entitled "Limitations on Liability" and "No Nuclear Use", this Agreement is not intended to, and does not, give to any person who is not a party to this Agreement any rights to enforce any provisions contained in this Agreement.

22. Not Used

23. Not Used

24. Inspection and Factory Tests. Seller will apply its normal quality control procedures in manufacturing the Equipment. Seller shall attempt to accommodate requests by Buyer to witness Seller's factory tests of Equipment, subject to appropriate access restrictions, if such witnessing can be arranged without delaying the work.

25. Not Used

Veolia Water Tech

3600 Horizon Blvd, Trevose, PA 19053, United States

tel: 905 465 3030
technical support: 866 271 5425

North America Hourly Rates – $USD/hr

Field Service Representative		In-office Rate	On-site Rate
field service representative	product support representative	**N/A**	**$230**
Engineer Level			
lead engineer	electrical/controls engineer	**$210**	**$250**
process engineer	application engineer		
mechanical engineer	field engineer		
design engineer	operator training		
Management			
project manager	senior engineer	**$245**	**$290**

Scheduling & Technical Support

contact services at +1 (866) 271-5425 to schedule service. Support is available by phone M-F 8:30am to 5:00pm Eastern time (GMT-5).

Conditions

1. On-site rates are inclusive of travel and living expenses in Canada and the lower US. Remote sites, or those requiring special or urgent travel or accommodations, may incur additional charges.
2. In times of special circumstances (i.e. pandemic/national emergencies) additional costs may be incurred.
3. A minimum booking of 40 hours (one working week) is required for on-site commissioning, startup or training services on capital projects or additional charges may be applied.
4. Travel time is charged at the applicable service rate. Travel hours begin at the Veolia representative's residence or airport and end at arrival to the hotel or work site, and vice versa.
5. Hours exceeding a 10-hour day or a 40-hour work week may be considered overtime at 1.5 times the above rates. Holiday rates, at 2 times above rates, apply based on US/Canada holidays and/or holidays observed in the country where the work is performed.
6. For extended duration assignments, staff rotations are scheduled on a monthly basis. Site-specific training required by customer will be billed as time worked.
7. Supplies, materials, consumables or services purchased for direct use during service will be charged separately.
8. Average monthly exchange rates will be used to calculate service billed in currencies other than the US dollar.
9. State/provincial taxes, use taxes, withholding taxes and all other taxes are extra where applicable. Buyer is responsible to provide any applicable tax exemption certificates with its purchase order or work order.
10. For multiple scheduled or recurring site visits, please request a firm service proposal.
11. These rates are valid through December 31, 2026.

Section 00610

PERFORMANCE BOND

STATE OF TEXAS §
HARRIS COUNTY §

KNOW ALL MEN BY THESE PRESENTS: That [_____] of the City of [_____], County of [_____], and State of Texas, as principal, and [_____] authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto City of Baytown as Obligee (Owner), in the penal sum of $ [_____] for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, effective as of the [_____] day of [_____], 20[__], (the "Contract") to commence and complete the construction of certain improvements described as follows:

BAWA East Surface
Water Treatement
Plant Phase 2
Expansion .
City of Baytown, Texas
COB PN: BAWA2401 BID NO.: N/A

which Contract, including the Contract Documents as defined therein, is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform said Contract Work and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions, and agreements in and by said Contract agreed and covenanted by the Principal to be observed and performed, and according to the true intent and meaning of said Contract and Contract Documents, then this obligation shall be void; otherwise to remain in full force and effect;

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

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the Work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this [_____] day of [_____], 20[__].

Principal:	Surety:
_____	_____
By: Click here to enter text._____	By: Click here to enter text._____
Title: Click here to enter text._____	Title: Click here to enter text._____
Address:	Address:
Click here to enter text._____	Click here to enter text._____
_____	_____
Telephone: Click here to enter text._____	Telephone: Click here to enter text._____
Fax: Click here to enter text._____	Fax: Click here to enter text._____

NOTICE: THE ADDRESS OF THE SURETY COMPANY TO WHICH ANY NOTICE OF CLAIM SHOULD BE SENT MAY BE OBTAINED FROM THE TEXAS DEPARTMENT OF INSURANCE BY CALLING ITS TOLL-FREE TELEPHONE NUMBER; 1-800-252-3439.

END OF SECTION

Section 00611

PAYMENT BOND

STATE OF TEXAS §
HARRIS COUNTY §

KNOW ALL MEN BY THESE PRESENTS: That [_____] of the City of _____, County of [_____], and State of Texas, as principal, and [_____]authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto City of Baytown as Obligee (Owner), in the penal sum of $ [_____] for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, effective as of the [_____] day of[___], 20[__], (the "Contract") to commence and complete the construction of certain improvements described as follows:

BAWA East Surface
Water Treatment Plant
Phase 2 Expansion .
City of Baytown, Texas
COB PN: BAWA2401 **BID NO.: N/A**

which Contract, including the Contract Documents as defined therein, is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor or material to him or a subcontractor in the prosecution of the Work provided for in said Contract, then, this obligation shall be void; otherwise to remain in full force and effect;

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

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the Work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this [_____] day of [_____], 20[____].

Principal:	Surety:
Click here to enter text.	Click here to enter text.
By: Click here to enter text.	By: Click here to enter text.
Title: Click here to enter text.	Title: Click here to enter text.
Address:	Address:
Click here to enter text.	Click here to enter text.
Telephone: Click here to enter text.	Telephone: Click here to enter text.
Fax: Click here to enter text.	Fax: Click here to enter text.

NOTICE: THE ADDRESS OF THE SURETY COMPANY TO WHICH ANY NOTICE OF CLAIM SHOULD BE SENT MAY BE OBTAINED FROM THE TEXAS DEPARTMENT OF INSURANCE BY CALLING ITS TOLL-FREE TELEPHONE NUMBER; 1-800-252-3439.

END OF SECTION

Veolia WTS Systems USA, Inc.
4880 Cox Road, Suite 101
Glen Allen, VA 23060
tel: +1 804 756-7600
fax: +1 804 756-7643

January 29, 2026

Re: Sole Source - Texas State Municipal Applications

To whom it may concern,

Veolia WTS Systems USA, Inc. is an original equipment manufacturer (OEM) of water and wastewater treatment equipment for municipalities and industries. Our product line includes the SP Clarifier, Greenleaf Filter, Climber Screens, ABW Filters, and a full line of other essential products.

Veolia is the sole source for all genuine parts, components, and services required for the maintenance and operation of our water treatment equipment. Hartwell Environmental Corporation is our exclusive, authorized supplier for the aforementioned Veolia line of products within Texas State municipal applications.

Veolia and its engineering team, based in Richmond, VA, are the original suppliers of the Baytown SP Clarifiers. Based on publicly available market intelligence, Veolia is the sole supplier of this specific clarification process for drinking water plants throughout North America. While we acknowledge that other entities could attempt to design and supply equipment with similar functionality, there are currently no known competitors publicly promoting this particular type of clarifier. The Veolia entity in Richmond, VA retains all proprietary process knowledge and engineering expertise, which has been critical in the successful selling, designing, and commissioning of this equipment for over 35 years.

Please feel free to contact me if you have any questions.

Sincerely,



Ryan Hess
Director - EPP NORAM
P: 804-584-8173
Email: ryan.hess@veolia.com

February 19, 2026

City of Baytown Purchasing Department
2401 Market Steet
Baytown, TX 77520

RE: Sole Source Procurement Justification for Veolia Superpulsators

Dear Purchasing,

This letter is intended to clarify the rationale for sole source procurement of Veolia's Superpulsators for the upcoming expansion at the Baytown Area Water Authority (BAWA) East Surface Water Plant.

The existing facility currently utilizes Veolia Superpulsators as the primary clarification technology and is proprietary equipment that has no direct equivalent available from other manufacturers. This was a decision made during the design of the existing facility and the plant operations staff has benefited.

If BAWA were not to sole source the Superpulsators, alternative clarification technologies would need to be considered. Introducing different technology would require substantial changes to the structural and mechanical design compared to existing Superpulsators. Implementing an alternative system would not only create compatibility issues with our existing systems but could also result in operational inefficiencies. Plant operations would be required to manage two separate technologies at the same facility and ensure both systems produce water of equivalent quality for the downstream treatment process. The Superpulsators have demonstrated proven reliability and performance over time. Standardizing on Veolia Superpulsators will facilitate seamless integration with existing infrastructure, promote operational consistency and efficiency, and maintain overall reliability of our water treatment process.

For these reasons it is recommended that Superpulsators be sole sourced for this project. This approach will maintain compatibility with our existing systems and prevent operational complications.

Thank you for your attention to this matter. Please let me know if further information or documentation is needed to support this request.

Sincerely,

Lindsay Kovar, PE
Director
lkovar@bgeinc.com

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: Consider the Sole Source Purchase of Super Pulsator Clarifier Equipment for the Baytown Area Water Authority East Surface Water Treatment Plant Phase 2 Expansion Project

Company Name: Veolia WTS Systems USA, Inc

Department: Public Works/Engineering/BAWA

Date: 03/23/2026 **Council Date:** 04/09/2026

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.

Teresa McKeel — Director of Finance

03/23/2026 — 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 7. e.

Meeting Date: 04/09/2026
Subject: Consider an ordinance authorizing the Amended and Restated Interlocal Agreement with Harris County Flood Control District for the West Baytown Drainage Project
Prepared for: Sharon Valiante, Public Works/Engineering/BAWA
Prepared by: Jamie Wimmer, Public Works/Engineering/BAWA
Department: Public Works/Engineering/BAWA

Information

ITEM

Consider an ordinance authorizing the Amended and Restated Interlocal Agreement with Harris County Flood Control District for the West Baytown Drainage Project.

PREFACE

This proposed ordinance authorizes the Amended and Restated Interlocal Agreement with Harris County Flood Control District (the "District") for the West Baytown Drainage Project. This project is the first phase of drainage work in West Baytown. It includes a trunk sewer system along Oklahoma Street, from Minnesota Street to the Bay. The purpose of this project is to enhance safety and resilience in the West Baytown area by improving the drainage system in an effort to alleviate structural flooding, particularly during extreme rain events.

The City and Harris County Flood Control District (the "District") have agreed to amend and restate the Interlocal Agreement. Within ninety (90) days after this Restatement is executed, the District shall pay the City a maximum contribution of $2,943,536.54 toward the cost of the project's drainage components. The drainage components are defined as storm sewer drainage improvements, pavement, and sidewalk reconstruction, water and sewer line adjustments relating to the storm sewer system replacement, and engineering, design and additional services related to the listed components. The City will advertise and award the construction contract for the project.

The total estimated cost of the project is $7,100,010.29 with Harris County Flood Control District's maximum contribution being $2,943,536.54. The City's portion is estimated at $4,156,473.74 and will cover construction administration, construction, and materials testing services. The City is responsible for all project costs exceeding the District's contribution.

Fiscal Impact

Fiscal Year:
Acct Code:
Source of Funds (Operating/Capital/Bonds):
Funds Budgeted Y/N:
Amount Needed:
Fiscal Impact (Additional Information):
No fiscal impact.

Attachments

Ordinance - AM ILA HCFCD
Exhibit A - Interlocal Agreement with Harris County Flood Control District - West Baytown Drainage Project

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST TO AN INTERLOCAL AGREEMENT WITH HARRIS COUNTY FOR THE NEIGHBORHOOD STREET RECONSTRUCTION OF LANTERN PARK, DOLPHIN HARBOR, CANVASBACK CAY, AND SOUTH CIRCLE DRIVE PROJECT; 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 and the City Clerk to attest to an Interlocal Agreement with Harris County for the Neighborhood Street Reconstruction of Lantern Park, Dolphin Harbor, Canvasback Cay, and South Circle Drive Project. 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 9th day of April, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

EXHIBIT A

HCFCD Agreement No. 2022-48

AMENDED AND RESTATED INTERLOCAL AGREEMENT

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This Amended and Restated Interlocal Agreement ("Restatement") is made and entered into by and between City of Baytown, a body corporate and politic under the laws of the State of Texas, located within Harris County, and hereinafter referred to as the "City," and Harris County Flood Control District, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as the "District," each a "Party" to this Agreement, and are collectively referred to herein as the "Parties."

RECITALS:

On October 12, 2021, the District and the City entered into an Interlocal Agreement, (the "Agreement") to design and construct improvement to the City's sewer system and install a trunkline along Oklahoma Street through the West Baytown Phase 1 Storm Sewer Improvement (the "Project") on City property as depicted on attached Exhibit A.

The City has estimated the cost of the Project to be SEVEN MILLION ONE HUNDRED THOUSAND TEN AND 29/100 DOLLARS ($7,100,010.29).

The District desires to contribute a maximum of TWO MILLION NINE HUNDRED FORTY-THREE THOUSAND FIVE HUNDRED THIRTY-SIX AND 54/00 DOLLARS ($2,943,536.54) (the "District Contribution") toward the shared cost of the Drainage Components of the Project, as defined hereinbelow.

The City's financial contribution to the Program's costs may consist, in whole or part, of Texas General Land Office ("GLO") Community Development Block Grant – Disaster Recovery Reallocation Program ("CDBG-DR") funds.

In order to comply with the terms of the GLO's CDBG-DR grant, the Parties now desire to amend and restate the Agreement.

It is to the mutual benefit of the City and the District to enter into this Restatement for the use and benefit of the public.

NOW, THEREFORE, in consideration of the mutual benefit to the City and District, and other good and valuable consideration, and in accordance with Paragraph XII of the Agreement, the Parties contract, covenant, and agree to amend and restate the Agreement as follows:

TERMS:

1.

Within ninety (90) Days of the execution of this Restatement, the District shall pay to the City the District Contribution in the amount of TWO MILLION NINE HUNDRED FORTY-THREE THOUSAND FIVE HUNDRED THIRTY-SIX AND 54/100 DOLLARS ($2,943,536.54), towards the cost of the drainage components of the project, as defined hereinbelow. The City shall be responsible for all costs associated with the Project in excess of the District Contribution.

The District Contribution will go toward the "Drainage Components of the Project," which is defined as storm sewer drainage improvements, pavement and sidewalk reconstruction, water and sewer line adjustments relating to the storm sewer system replacement, and engineering, design, and additional services related to the listed components.

2.

The City will advertise and award the construction contract for the Project in accordance with procurement laws and GLO requirements. The City's determination of the lowest responsible bidder for the Project shall be final. If the City encounters environmental contamination or other issues that make it impossible to continue the Project during construction, it shall immediately halt all work until the Parties have discussed how to proceed. Under no circumstances shall the District be responsible for any delay damages, remediation costs, or any costs associated with contamination. If this Agreement is terminated by the City because of the contamination, the City will be responsible for all costs of the Project to the point of termination.

3.

In order to ensure compliance with the term of the GLO's CDBG-DR grant to the City, the City shall be solely responsible for all Project related environmental, design, procurement, and construction moving forward from the date of this Restatement. The District has already provided the City with the Final Construction Design Plan of the West Baytown Drainage Improvement Project for the City to bid, but all future design work shall be managed and/or overseen by the City. The City may make changes and amendments to the drawings and specifications within the design intent of the Project as the City deems necessary or desirable during construction; however, the City shall, within twenty (20) days, notify the District of all such changes and amendments and provide the District with updated plans for review and approval. The District shall provide comments to the City within twenty (20) calendar days of receipt of the updated plans or the updated plans will be deemed to have the District's consent. Any increased costs to the Project, whether caused by changes or amendments to the design plans or the contractor seeking a change order that increases the cost of the Project, shall be the responsibility of the City.

4.

The City shall provide the District a temporary right of entry and construction easement onto the property where the Project will be constructed. The City shall have access at all reasonable times to the Project construction site and to all relevant drawings, specifications, contract documents, and records to verify that the Project is constructed in compliance with this Restatement. The City will include the District in all Project design and construction progress meetings

5.

The Parties clearly understand and agree, such understanding and agreement being of the absolute essence to this Agreement, that:

A. the District shall have available the total maximum sum of TWO MILLION NINE HUNDRED FORTY-THREE THOUSAND FIVE HUNDRED THIRTY-SIX AND 54/100 DOLLARS ($2,943,536.54) specifically allocated to fully discharge any and all liabilities that may be incurred by the District pursuant to the terms of this Agreement, and that any cost increases in the Project to be paid by the District must first be approved by Harris County Commissioners Court and certified as available by the County Auditor.

B. the City shall have available the total maximum sum of FOUR MILLION ONE HUNDRED FIFTY-SIX THOUSAND FOUR HUNDRED SEVENTY-THREE AND 74/100 DOLLARS ($4,156,473.74) specifically allocated to fully discharge any and all liabilities that may be incurred by the City pursuant to the terms of this Restatement, and that any cost increase in the Project to be paid by the City must first be approved by the City Council of the City of Baytown and certified as available by the City's Director of Finance.

The Parties agree that all funds used under this Restatement shall be from current fiscal funds.

6.

Either Party may terminate this Agreement, with or without cause, upon thirty (30) days' written notice to the other Party and any unspent portion of the District Contribution held by the City shall be returned to the District in a timely manner. As used herein, "unspent portion of the District Contribution" shall mean all unspent funds for the Drainage Components of the Project to which the District is contributing.

7.

Within thirty (30) days of completion of the construction of the Project, the City shall coordinate with the District, as the owner of the design contract, to provide the City with record drawings of the Project. The City will conduct an accounting of all monies expended and distinguish which monies were spent on drainage and non-drainage components of the Project following the completion of the Project. The City will refund to the District its portion of any amount not spent as stated in this Restatement or any amendment to this Restatement. The City will maintain the

Project to the extent and in the same manner as other like facilities within the City once it is complete.

8.

The City will cause to be inserted in the construction contract for the Project an agreement that the contractor will indemnify, defend, protect, covenant not to sue, release, and save and hold harmless the City and District and all their representatives from all suits, actions, or claims of any character brought on account of any injuries or damages sustained by any person or property in consequence of any neglect in safeguarding the work or through the use of unacceptable materials in the construction of the Project or any associated improvements, or on account of any act or omission by the contractor.

The Parties shall require all contractors to maintain insurance and provide performance and payment bonds for the duration of the work performed in accordance with the Texas Government Code Chapter 2253 and GLO requirements. The Parties shall require any person or entity performing work on any construction activity to complete form SF-424D, entitled "Assurances – Construction Programs," and shall maintain documentation.

The City will require its contractors to name the City and the District as additional insureds. The City shall also require its contractors to name GLO, and its officers, employees, and authorized agents, as additional insureds on all coverage for liability arising under the Project and/or this Restatement, except on Workers' Compensation and Professional Liability policies.

9.

The Parties will endeavor to give each other at least 72-hours-notice of release of information regarding the Project to the news media, private citizens or community organizations; however, this article shall have no application to any release of information based upon approval of this Agreement or any amendment thereto by the governing bodies of the Parties.

10.

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to the Parties at the following addresses:

Harris County Flood Control District
9900 Northwest Freeway
Houston, Texas 77092
Attention: Executive Director

City of Baytown
2401 Market St.
Baytown TX 77520
Attention: City Manager

Notice shall be deemed delivered on the earlier of the date of actual receipt or the third day following deposit in the United States Postal Services post office or receptacle with proper postage affixed addressed to the respective other Party at the address prescribed above or at such other address as the receiving Party may have prescribed to the sending Party with at least ten (10) days prior written notice.

11.

No Party hereto shall make, in whole or in part, any assignment of the Agreement or any obligation hereunder without the prior written consent of the other Party and, where applicable, the GLO.

12.

Each Party shall maintain financial and project records in accordance with Generally Accepted Accounting Principles or Governmental Accounting Standards Board standards, as applicable, and 2 C.F.R. Part 200. Records shall be retained for at least three (3) years following final closeout of the State of Texas CDBG-DR grant. The GLO, United States Department of Housing and Urban Development, Texas State Auditor's Office, and other authorized representatives shall have access to such records.

13.

Any property acquired or improved with CDBG-DR funds must continue to meet a CDBG-DR National Objective for at least five (5) years after project completion, or such longer period as required by the GLO. Failure to maintain compliance may require repayment of federal funds by the City.

14.

A. The recitals set forth in this Restatement are, by reference, incorporated into and deemed a material part of this Restatement.

B. When terms are used in this Restatement in the singular or plural, the meaning shall apply to both. When either male or female gender is used in this Restatement, the meaning shall apply to both.

C. One or more waivers of any covenant, term, or condition of this Restatement by either Party shall not be construed as a waiver of a subsequent breach of the same covenant, term, or condition. The consent or approval by either Party shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

D. Neither Party shall be held liable for a loss or damage due to delay or failure in performance of any part of this Restatement from any cause beyond its control and

without its fault or negligence, such causes may include acts of God, acts of civil or military authority, government regulations (except those promulgated by the Party seeking the benefit of this section), embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, other major environmental disturbances or unusually severe weather conditions.

E. Unless otherwise specified in this Restatement, all remedies of the Parties under this Restatement are cumulative, and the election of any remedy by a Party shall not foreclose that Party from pursuing any other equitable or legal remedy.

F. This Restatement is not intended to and shall not create a joint enterprise between the City and the District. It is understood and agreed that the District and District's personnel shall not be considered employees, agents, partners, joint venturers, or servants of the City. It is also understood and agreed that the City and the City's personnel shall not be considered employees, agents, partners, joint venturers, or servants of the District.

G. The Parties are undertaking governmental functions or services under this Restatement, and the purpose hereof is solely to further public good, rather than any pecuniary purpose.

H. Notwithstanding anything contained in the Restatement to the contrary, it is expressly understood and agreed that in the execution of this Restatement, neither Party waives nor shall be deemed to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

I. This Agreement shall be construed and interpreted in accordance with the applicable laws of the State of Texas and City of Houston. Venue for any disputes relating in any way to this Restatement shall lie exclusively in Harris County, Texas.

J. Neither Party hereto shall make, in whole or in part, any assignment of this Restatement or any obligation hereunder without the prior written consent of the other Party. This instrument contains the entire Restatement between the Parties relating to the rights herein granted and the obligations herein assumed. Any modifications concerning this instrument shall be of no force or effect, excepting a subsequent modification in writing signed by both Parties hereto. Each Party warrants that the undersigned is a duly authorized representative with the power to execute the Restatement.

K. Should any provision of this Restatement require judicial interpretation, the parties hereto stipulate that the court interpreting or considering the same shall not apply the presumption that the terms hereof shall be more strictly construed against a party by reason of any rule or conclusion that a document should be construed more strictly against the party who prepared the same, it being agreed that all parties hereto have participated in the preparation of this Restatement and that each party had full opportunity to consult legal counsel of its choice before the execution of this Restatement.

L. Any provision of this Restatement that, by its plain meaning is intended to survive the expiration or earlier termination of this Restatement, shall survive such expiration.

M. This instrument contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed. Any modifications concerning this instrument shall be of no force or effect, excepting a subsequent modification in writing, signed by the Parties hereto.

N. Each and every segment contained in this Restatement is, and shall be construed as, a separate and independent agreement. If any provision of this Restatement is construed to be illegal or invalid, this will not affect the legality or validity of any of the provisions hereof. The illegal or invalid provisions will be deemed stricken from this Restatement and deleted to the same extent and effect as if never incorporated herein.

Executed on _____.

CITY OF BAYTOWN, TEXAS

By: _____
Name: _____
Title: _____

ATTEST

By: _____
Angela Jackson
City Clerk

APPROVED AS TO FORM

By: _____

HARRIS COUNTY FLOOD CONTROL DISTRICT

By: _____
Lina Hidalgo
County Judge

APPROVED AS TO FORM

Jonathan Fombonne
Harris County Attorney

By: _____
Augustus L. Campbell
Senior Assistant County Attorney
C.A. File No. 26GEN0795

Scott Lemond
City Attorney

R:\Scott\Contracts\Am Interlocal-W Baytown Drainage Proj-HCFCD.doc

ORDER OF COMMISSIONERS COURT
Authorizing execution of Agreement

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on_____, 2026 with all members present except _____.

A quorum was present. Among other business, the following was transacted:

ORDER AUTHORIZING EXECUTION OF THE AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN THE CITY OF BAYTOWN, TEXAS AND HARRIS COUNTY FLOOD CONTROL DISTRICT

Commissioner _____ introduced an order and made a motion that the same be adopted. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

Vote of the Court	Yes	No	Abstain
Judge Hidalgo	□	□	□
Comm. Ellis	□	□	□
Comm. Garcia	□	□	□
Comm. Ramsey, P.E.	□	□	□
Comm. Briones	□	□	□

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

IT IS ORDERED that County Judge Lina Hidalgo be, and she is hereby, authorized to execute for and on behalf of Harris County Flood Control District, an Amended and Restated Interlocal Agreement with the City of Baytown, Texas. The Agreement is incorporated herein by reference for all purposes as though fully set forth word for word.

All Harris County and Harris County Flood Control District officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.

HARRIS COUNTY FLOOD CONTROL DISTRICT

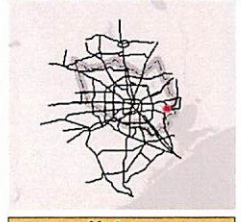
EXHIBIT A
WEST BAYTOWN PHASE 1 DRAINAGE IMPROVEMENTS



Legend

- Channel System
  - OPEN
  - STORM SEWER
  - HISTORICAL
- Highways - Regional
  - Freeway
  - Major
- SH99 GRAND PARKWAY
- STAR*Map® Basemap Labe
- STAR*Map® Basemap
  - FREEWAY
  - FRONTAGE
  - TOLLWAY
  - HOV
  - RAMP
  - MAJOR
  - LOCAL
  - PRIVATE
  - PROPOSED
- Parcels - Harris County
- Harris County Boundary
- Other County Boundaries

County Vicinity Map



Notes

The roadway data used in this map are derived from the STAR*Map® STARMap is a registered trademark of the Houston Galveston Area Council and the Geographic Data Committee

Key Map® and the Key Map Unique Grid® are registered trademarks of Key Maps, Inc. and are protected by Federal Trademark law. Any use of this Key Map Unique Grid must have the written authorization of Key Maps, Inc.

1: 9,028 ft

7/28/2021

CITY COUNCIL MEETING 7. f.

Meeting Date: 04/09/2026
Subject: Consider an ordinance authorizing a professional services agreement for engineering design services for the Renovation/Relocation of the Mosquito Control Building Project
Prepared for: Sharon Valiante, Public Works/Engineering/BAWA
Prepared by: Jamie Wimmer, Public Works/Engineering/BAWA
Department: Public Works/Engineering/BAWA

Information

ITEM

Consider an ordinance authorizing a professional services agreement for engineering design services with DECON, LLC., for the Renovation/Relocation of the Mosquito Control Building Project.

PREFACE

This proposed ordinance authorizes a professional services agreement with DECON, LLC., for engineering design services for the Renovation/Relocation of the Mosquito Control Building Project in the amount not to exceed $81,982.00.

The engineering design services will include civil engineering, structural foundation design, mechanical, electrical, and plumbing (MEP) design, geotechnical services, and construction phase engineering support for the proposed approximately 3,000 square foot prefabricated mosquito control administrative building located at 1200 Lee Drive, Baytown, Texas.

The Scope of Work includes:

- Structural foundation design for the prefabricated building.
- Civil engineering design including grading, drainage, and parking lot expansion associated with demolition of an existing structure.
- Site utility coordination and design within the project limits.
- Mechanical, electrical, and plumbing (MEP) design services for the building.
- Geotechnical investigation and report to support foundation design.
- Preparation of construction documents at 30%, 90%, and 100% design milestones.
- Construction phase engineering support, including submittal review, Request for Information (RFI) responses, and limited site visits.

Fiscal Impact

Fiscal Year: 2026
Acct Code: 1103011-56931
Source of Funds (Operating/Capital/Bonds): Capital
Funds Budgeted Y/N: Y
Amount Needed: $81,982.00
Fiscal Impact (Additional Information):
Project Ledger: FACI2802-GF-CIPF-FA-ENGINEERIN-OPERATCASH

Attachments

Ordinance Authorizing PSA with DECON for Mosquito Control Building
Exhibit A - Agreement - DECON, LLC., Mosquito Control Building
Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH DECON, LLC. FOR ENGINEER DESIGN SERVICES FOR THE RENOVATION/RELOCATION OF THE MOSQUITO CONTROL BUILDING PROJECT; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN AN AMOUNT NOT TO EXCEED EIGHTY-ONE THOUSAND NINE HUNDRED EIGHTY-TWO AND NO/100 DOLLARS ($81,982.00); 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 DECON, LLC., for engineering design services for the Renovation/Relocation of the Mosquito Control Building 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 DECON, LLC in an amount not to exceed EIGHTY-ONE THOUSAND NINE HUNDRED EIGHTY-TWO AND NO/100 DOLLARS ($81,982.00) 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 9th day of April, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
KRISTIN HOLMES, Assistant City Attorney

EXHIBIT A

AGREEMENT FOR CONSULTING SERVICES

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This Agreement (this "Agreement") is entered into by and between DECON, LLC (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

a. This Agreement authorizes Consultant to perform engineering design services for the Renovation/Relocation of Mosquito Control Building (the "Work") for and on behalf of the City as specified in the Scope of Work attached as Exhibit "A."

b. This Agreement shall commence on the date of execution by the City Manager or his designee and (if not terminated in accordance with paragraph 10) shall terminate:

☒ upon completion of the Work in accordance with this Agreement, including Exhibits;

☐ number of months/days (spelled out) (number of months/days [numerical]) months/days following execution by the City Manager or his designee, allowing for up to number of renewals (spelled out) annual renewals;

☐ the earlier of (a) completion of the Work in accordance with this Agreement, including Exhibits; (b) number of months/days (spelled out) (number of months/days [numerical]) months/days following execution by the City Manager or his designee, allowing for up to number of renewals (spelled out) annual renewals.

c. The scope of the Work is detailed in Exhibit "A."

d. The compensation and professional fees are detailed in Exhibit "B."

e. The time schedules for the Work are specified in Exhibit "C."

f. Each of these Exhibits "A" through "C" is 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:

i. Engineering Design Services $81,982.00
ii. N/A.....$0.00
iii. N/A.....$0.00
iv. N/A.....$0.00
v. N/A……..…….……...$0.00
vi. **Total Not to Exceed.....$**81,982**.**00

b. Consultant shall not exceed the fixed contractual amount without written authorization in the form of a Contract amendment.

c. Reimbursable Expenses 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 office to meetings at the City or jobsite only if Consultant does not have a local office within a fifty (50) mile radius of Baytown. 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.

d. Disallowed Expenses
If Consultant has an office in Harris or Chambers Counties, Texas, Disallowed Expenses shall include travel expenses for professionals traveling into Harris or Chambers Counties from Consultant’s offices outside of Harris or Chambers Counties.

e. 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.

f. 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 Joseph Duron, 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 Engineers
Consultant shall keep full-time registered 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.

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 Director of Public Works and Engineering or his/her 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 use. However, the City does not guarantee the accuracy or correctness of the documents so provided. Notwithstanding the foregoing, Consultant 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

i. 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 requestor for Work is made by the City.

ii. 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.

iii. The codes and standards used in the profession set forth minimum requirements. These may be exceeded by the Consultant if superior methods are available for successful completion of the Work. 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.

iv. Consultant agrees the services it provides as an experienced and qualified 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.

v. 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.

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.

7. 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:

i. 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.

ii. Business Automobile Policy
- Combined Single Limits: $1,000,000
- Coverage for "Any Auto"
- Waiver of Subrogation required.

iii. Errors and Omissions
- Limit: $1,000,000 for this project
- Claims-made form is acceptable
- Coverage will be in force for one (1) year after completion of the Project.
- Waiver of Subrogation required.

iv. 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.

i. Insurance carrier for all liability policies must have an A.M. Best Rating of A:VIII or better.

ii. Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.

iii. Liability policies must be on occurrence form. Errors and Omissions can be on claims-made form.

iv. 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.

v. 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.

vi. 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.

vii. 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.

viii. 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.

8. 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.

9. 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.

10. 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 or his designee 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.

11. 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.

12. 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.

13. 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.

The City shall pay Consultant the maximum rate permitted by Chapter 2251 of the Texas Government Code on any past due payment not received within thirty (30) days after the payment due date. In accordance with § 2251.043, in a formal administrative or judicial action to collect an invoice payment or interest due under this chapter, the opposing party, which may be the City or Consultant, shall pay the reasonable attorney fees of the prevailing party.

14. 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.

15. Verifications

If Consultant has ten (10) or more full-time employees and Consultant’s total compensation under this Agreement has a value of One-Hundred Thousand Dollars ($100,000.00) or more, 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.

16. 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.

17. 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:

DECON, LLC
2 Riverway Drive
Unit 650
Houston, Texas, 77056

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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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 or his designee 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.

23. Headings

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

24. 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.

25. 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.

26. 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 or his designee of the City of Baytown.

CITY OF BAYTOWN

_____
(Signature)

_____
(Printed Name)

_____
(Title)

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

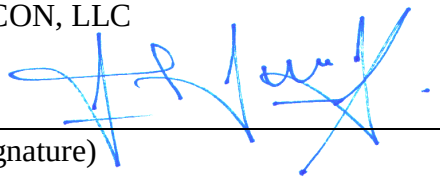
_____
(Signature)

_____
(Printed Name)

_____
(Title)

CONSULTANT:

DECON, LLC



(Signature)

Fulvio Jaramillo

(Printed Name)

President

(Title)

STATE OF Texas §
§
COUNTY OF Harris §

Before me on this day personally appeared Fulvio Jaramillo, in his/her capacity as President, on behalf of such DECON, LLC,

- [X] 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 20 day of March, 2026.

ADRIANA GONZALEZ
Notary Public, State of Texas
Comm. Expires 08-26-2026
Notary ID 133932404



Notary Public in and for the State of Texas

March 5, 2026_REV02

City of Baytown | Capital Improvement Projects
2123 Market Street, Baytown, Texas 77520
Attn. Rafael Errisuriz (Ez)- Assistant Director of Public Works and Engineering

Re: City of Baytown Mosquito Control Building- Civil & Structural Engineering Services– Scope and Fee

EXHIBIT A – SCOPE OF WORK

The Consultant shall provide comprehensive civil engineering services and structural engineering design services for the City of Baytown Mosquito Control Center located at 1200 Lee Drive, Baytown, Texas.

The Consultant shall provide structural engineering services limited to the design of the foundation system for a new one-story prefabricated metal shell administrative building of approximately 3,000 SF, as shown in Figure 1 for the approved site and program exhibit.



Figure 1. Proposed Building Location.

Structural Foundation Design

Structural engineering services shall be limited to the design of the building foundation system required to support the prefabricated structure, with an approximate gross area of 3,000 square feet, in accordance with City of Baytown requirements, the 2015 International Building Code (IBC), and other applicable codes and standards.

The structural scope includes the following services related to the foundation system only:
- Foundation design
- Coordination of foundation and slab elevations with civil grading plans.
- Preparation of Foundation Plans and Structural Details.
- Structural General Notes.
- Structural calculations supporting the foundation design based on loads and reactions provided by the prefabricated building manufacturer and the geotechnical recommendations Coordination with architectural layouts and program requirements.
- Assist the City in coordinating with the prefabricated metal shell manufacturer to obtain the required loads for the foundation design.
- Shop drawing review limited to verification of compliance with the foundation design only.

The foundation design will be based on building loads, reactions, and technical information provided by the prefabricated building manufacturer, as well as on the available geotechnical information.

The design of the building superstructure, including, but not limited to, framing, walls, roof systems, lateral force-resisting systems, and all connections above the foundation, is expressly excluded from the Consultant's scope of services and shall be the responsibility of the prefabricated building manufacturer.

Mechanical, Electrical, and Plumbing (MEP)

The Consultant's scope includes coordination and integration of MEP design services for the proposed one-story prefabricated administrative building of approximately 3,000 square feet.

The MEP scope includes, but is not limited to, the following tasks and deliverables:

- Mechanical systems

- Air Conditioning
- Heating & Ventilating
- Exhaust Systems
- Controls systems
- HVAC provisions for owner equipment and fire separation:
    - Client is to locate all anticipated high-heat equipment on the plans and provide it to the engineer as an electronic background.
    - Client is to locate all fire separation walls on the plans and provide them to the Consultant as an electronic background. Plans shall indicate rating as well as separation requirement (i.e. – occupancy separation, smoke barrier, fire, etc.)

- Plumbing & Fire Protection Systems

- Building Sanitary Drainage (to 5'-0" beyond building envelope).
- Building Storm Drainage (to 5'-0" beyond building envelope).
- Natural Gas Systems (to 5'-0" beyond building envelope).
- Hot & Cold Water Systems.
- Fire Sprinkler / Protection System (excluding sprinkler branch pipe layouts & sizing, head locations and hydraulic calculations – all provided by sub-contractor).
- Piping provisions for owner equipment terminations.
    - Location of all point utility requirements to be detailed on drawings by others, these same drawings forming part of the plumbing/fire protection contract documents. Client is to establish quantity and provide the location of all equipment outlets and all plumbing fixtures on the plans and provide to the Consultant as an electronic background.

- Electrical Systems

- Power to building lighting.
- Normal power.
- Fire Alarm System / Life Safety Systems: Consultant will prepare criteria for future Client selected vendor pre-engineered fire alarm drawings, specifications and catalog cuts.
- Power for systems designed by others (as applicable) including owner equipment, lighting and exterior lighting, landscape lighting, and signage, interior design, telecommunications, audio/visual systems, PMS/POS, CATV, security, etc.
- Location of all outlets and point utility requirements to be detailed on drawings by others, these drawings being provided to the Consultant to allow the Consultant to transfer/incorporate these requirements into the electrical contract documents.
- Provisions for telecommunications to include back box, conduit, and pull string (for all low voltage systems designed by others including, but not limited to nurse call, data, CATV, security, PA, telephone, etc.).

- Construction Documents

  Preparation of coordinated Mechanical, Electrical, and Plumbing (MEP) construction documents for the proposed administrative building, including drawings and supporting documentation for the mechanical systems, plumbing and fire protection systems, and electrical systems described herein. These documents will incorporate the required utility connections and equipment provisions and will form part of the project construction documents. The scope of the construction documents is limited to the systems and deliverables described herein.

Site Utilities

Site utility engineering services shall be provided in connection with the proposed prefabricated administrative building.

Site Utilities scope includes, but is not limited to, the following tasks and deliverables:

- Review of available survey information and existing utilities.
- Identification and mapping of existing on-site utilities.
- Connection locations for the proposed building related to the identification and coordination of utility connection locations for the proposed building, based on existing utility information and provided architectural and MEP layouts. Utility extensions and off-site improvements are excluded.
- Development of utility quantities to support construction cost estimating.
- Preparation of site Utility Plans, profiles (if required).

Site utility design shall be limited to utilities located within the project site and up to the designated building connection points.

Geotechnical Study

The Consultant will provide a geotechnical study for this project, outlining the geotechnical parameters and providing recommendations for the foundation design of the new administrative building.

The scope includes the following activities:

- Geotechnical field exploration, including the drilling and sampling of two (2) soil borings to a depth of approximately 25 feet at locations representative of the proposed building footprint.
- Performing laboratory tests and engineering analyses to develop an engineering analysis of subsurface conditions to provide geotechnical recommendations for proposed building foundation design.

- Preparing a geotechnical engineering report summarizing:
    - Field exploration results.
    - Laboratory test data.
    - Subsurface conditions.
    - Foundation and site development geotechnical recommendations.

Construction Engineering Services

During construction, the Consultant shall provide overall engineering support and coordination consistent with the design intent of the Contract Documents.

Services shall include:

- Review of and written responses to RFIs related to the design documents and field conditions.
- Review of design-related submittals and shop drawings for general conformance with the design intent.
- Written responses to construction review comments related to the design.
- Preparation of revised sealed drawing packages when required due to approved design clarifications or Owner-authorized modifications.
- Two (2) site visits per discipline are included during construction. Additional site visits beyond this amount shall be provided as Additional Services upon written authorization.

Construction phase services are limited to the interpretation of the design documents and do not include redesign, change-order pricing evaluation, construction means and methods, contractor supervision, or expanded scope services unless authorized in writing as Additional Services. Construction phase services for each discipline shall be limited to the scope of services defined herein.

Client responsibilities

The Client shall provide the following information:

- Site survey in CAD format. The survey shall also show the following:
    - Existing natural features, including but not limited to lakes, trees, and other vegetation, soils, and topography.
    - Existing buildings and structures, including dimensions, height, and use.
    - Existing utility lines and easements.
    - Location of the sanitary, storm sewer, and water line systems, with the existing depths and sizes.
    - Existing ground elevations (street and finished floor).

The survey data provided by the Public Works and Engineering Department on behalf of the Client should be sufficient for the design for construction purposes and is not expected to require a signed and sealed document unless the City of Baytown expressly requests it.

Deliverables:

- Structural Foundation Design Plans TX PE sealed & stamped (PDF format, as required).
- MEP design plans TX PE sealed & stamped (PDF format, as required).
- Geotechnical report TX PE sealed & stamped (PDF format, as required) with the foundation recommendations of the new building.

Exclusions

Items or services not explicitly listed in the scope of services are not included as part of this proposal, including:

1. Construction and materials testing.
2. Construction inspections and certifications.
3. Surveying services.
4. Master plan that includes information supplied by an architect and landscape architect.
5. Traffic impact analysis and Visual Impact Analysis (VIA)
6. Photometric Plan.
7. Landscape Plan (Landscape and Open Spaces Areas).
8. Tree Survey and Tree Management Plan.
9. Irrigation plan.
10. Signage plans.
11. Communication and electrical lines assessment.
12. Lift station design.
13. Foundation loads calculation. These loads shall be provided by the manufacturer.
14. The analysis, design, fabrication/prefabrication, installation, and erection of the metal shell building.
15. Any other items or services not explicitly listed in the scope of services.

Civil Engineering - Demolition of the Building to the North and Parking Lot Design.

As a result of demolishing an existing storage building of approximately 11,000 SF, the existing parking lot will be expanded. The Consultant shall provide civil engineering services associated with the parking lot expansion.



The Consultant shall prepare civil engineering plans, TX PE sealed & stamped (PDF format, as required), and support documentation associated with the site improvements required for the proposed administrative building, including grading, drainage, paving, and the expansion of the existing parking lot resulting from the demolition of the existing storage building.

The civil scope includes, but is not limited to, the following tasks and deliverables:

- Preparation of civil plans at 30%, 90%, and 100% design milestones.
- Cover Sheet and Index of Sheets.
- General Construction Notes.
- Existing Conditions and Site Plan.
- Grading Plan.
- Drainage Plans, including supporting drainage calculations and spreadsheets.
- Preparation of Storm Water Pollution Prevention Plan (SW3P) sheets in accordance with applicable regulations
- Development of quantity take-offs to support construction estimating
- Preparation of exhibits and drawings required for City of Baytown review and approval.

DECON
Structural Engineering

EXHIBIT B – COMPENSATION AND FEES

TASK	Description	PRIME - DECON	SUB 1 - CFI_MEP	SUB 2- GEOTEST	SUBTOTALS
Task 1 - Project Management and Coordination (25 weeks)	Total Labor Cost (Lump Sum)	$ 13,372.00			$ 13,372.00
Task 2 - Schematic Design (6 weeks)	Total Labor Cost (Lump Sum)	$ 7,088.40	$ 1,770.00		$ 8,858.40
Task 3 - Geotechnical (8 weeks)	Total Labor Cost (Lump Sum)			$ 6,000.00	$ 6,000.00
Task 4.1 - Design Development for Foundation, Site Utilities, MEP, and vendor coordination (6 weeks)	Total Labor Cost (Lump Sum)	$ 16,032.00	$ 5,050.00		$ 21,082.00
Task 4.2 - Civil & Drainage Design Development for demolition of the building to the north and parking design (8 weeks)	Total Labor Cost (Lump Sum)	$ 16,539.60			$ 16,539.60
Task 4.3 - Construction Documents (8 weeks)	Total Labor Cost (Lump Sum)		$ 7,030.00		$ 7,030.00
Task 5 - Construction Engineering Services (14 months)	Total Labor Cost (Specified Rate)	$ 5,000.00	$ 4,100.00		$ 9,100.00
	Total Labor Cost (Lump Sum)	$ 53,032.00	$ 13,850.00	$ 6,000.00	$ 72,882.00
	Total Labor Cost (Specified Rate)	$ 5,000.00	$ 4,100.00		$ 9,100.00
	Project Totals	**$ 58,032.00**	**$ 17,950.00**	**$ 6,000.00**	**$ 81,982.00**

Service compensation

The total service fee for the above-described scope is **$ 81,982.00 (Eighty-One Thousand Nine Hundred Eighty-Two Dollars)**

Notes

a. This proposed fee excludes the obtainment and is not contingent on final approval by the Project's Owner or any government agency or private stakeholder related to the project. The Client agrees that the Consultant's Scope does not include the acquisition of approval by the Project's Owner or local authorities unless it is expressly stated in the Scope of Work/Services. Also, the Client recognizes that they shall not initiate any work or material purchases using the engineering information developed by the consultant until they obtain the corresponding approval and permits.

b. This Fee is calculated based on the Man-hours effort required to develop the offered scope. Suppose the Client makes any decision or requests changes directly or indirectly, not attributable to the Consultant, causing additional design efforts. In that case, the Consultant reserves the right to pause the services and present a change order for the Client's approval.

c. Task 5 represents an estimated allowance. Compensation for this task shall be based on the actual level of effort requested and authorized by the Client during construction.

Payment terms:

The Consultant will issue monthly invoices based on progress.

EXHIBIT B – COMPENSATION AND FEES

RATES Mechanical, Electrical, and Plumbing (MEP)	
	2026
Category	Hourly Rate
Principal	$ 273.00
Project Manager	$ 220.50
Senior Engineer	$ 199.50
Engineer	$ 178.50
Senior Designer	$ 168.00
Designer	$ 152.25
Cad Technician	$ 105.00
Technical Support	$ 89.25

RATES Structural Foundation Design and Civil & Drainage Design Development for demolition	
	2026
Category	Hourly Rate
Principal	$ 330.00
Department Manager	$ 201.00
Project Manager	$ 145.00
Quality Control	$ 120.00
Task Leader	$ 120.00
Project Engineer	$ 105.00
Cad Technician	$ 105.00

Notes:

The above rates are applicable through December 31, 2026. We would anticipate an average increase of approximately five percent (5%) per annum. These rates are reviewed annually. We bill in one half hour increments.

DECON
Structural Engineering

EXHIBIT C – SCHEDULE

Design Phase Duration

The foundation design, site utilities, MEP design, and civil engineering services related to the demolition of the existing building and expansion of the parking lot are expected to take between **twenty-five (25) weeks** following approval of this proposal and receipt of the required information as outlined in **Exhibit A.**

All disciplines will be developed simultaneously and integrated into the **30%, 90%, and 100% design milestones.** The 30% submission is expected to occur approximately six (6) weeks after notice to proceed (NTP), provided that the required data described in Exhibit A is received on time.

The total duration reflects multidisciplinary coordination between the structural, civil, MEP, geotechnical, and site utility components, including up to three (3) weeks allocated for city review during the design phase. This duration applies exclusively to the design phase and does not include procurement or construction activities. Coordination time associated with the prefabricated building supplier is not included and may impact the overall schedule.

Any additional services resulting from substantial scope modifications, Client-directed changes, regulatory requirements not originally contemplated, or extended review durations shall require prior written authorization. In such cases, the Consultant will submit a supplemental proposal for the Client's review and approval, and the project schedule may be adjusted accordingly. This proposal is based on preliminary information and may be refined as additional project requirements are identified.

Construction Phase Services

The expected duration of technical assistance during the construction phase is estimated at **fourteen (14) months** from the contractor's notification of the start of work. Technical support during this phase is strictly limited to the services described in Exhibit A. The actual duration of this phase is intrinsically dependent on factors beyond the consultant's control; therefore, the estimated period of **fourteen (14) months is preliminary** and may be adjusted to align with the final construction schedule established by the contractor.

In the event that the construction schedule extends beyond the anticipated period, or if the Client decides that this task should be managed on an hourly basis, the duration of the consultant's services during the construction phase may require adjustments to reflect the actual time required and the level of effort actually demanded by the project.

DECON
Structural Engineering

EXHIBIT C – SCHEDULE

Duration Weeks	Task	2026 JAN Month 1	FEB Month 2	MAR Month 3	APR Month 4	MAY Month 5	JUN Month 6	JUL Month 7	AUG Month 8	SEP Month 9	OCT Month 10	2026-2027 NOV/26 to DEC/27 Month 11 - Month 24
		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- 106
6	Proposal review											
4	City of Baytown Legal Department review											
2	City of Council meeting approval											
2	Agreement Signed and NTP received											
1	Kick-off Meeting											
25	BUILDING FOUNDATION, MEP, GEOTECHNICAL, AND CIVIL ENGINEERING DESIGN (PARKING LOT DESIGN)											
25	Task 1.Project Management and Coordination											
6	Task 2. Schematic Design (30%)											
4	Mechanical, Electrical, and Plumbing (MEP), Site Utilities											
4	Civil & Drainage Design (30%)											
2	City Review											
18	DESIGN DEVELOPMENT (90%,100%)											
8	Task 3. Geotechnical											
6	Task 4.1 Foundation, Site Utilities, and vendor cordination											
6	Task 4.1 MEP											
8	Task 4.2 Civil & Drainage Design(90%,100%)											
8	Task 4.3 MEP Construction Documents											
1	City Review											
2-3	Final Submittal – Signed and Sealed (S&S)											
61*	CONSTRUCTION ENGINEERING SERVICES *											

Notes for the preliminary schedule (2/26/2026)

1. The site survey CAD files from the City are required prior to the start of the schematic design phase.
2. The schematic phase corresponds to the 30% milestone and is intended to ensure that the City and the Consultant are aligned with the project requirements and criteria before proceeding to the design phase.

Technical support during the construction phase consists of professional design clarification services following the award of the construction contract.
This duration is therefore a preliminary estimate and will be refined once the construction phase is formally initiated.

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Renovation/Relocation of Mosquito Control Building (FACI2802)

Project Name:

Company Name: DECON, LLC.

Department: Public Works/Engineering/BAWA

Date: 03/26/2026 **Council Date:** 04/09/2026

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.

Teresa McKenzie — 03/26/2026

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 7. g.

Meeting Date: 04/09/2026

Subject: Consider an ordinance granting a pipeline permit to Blanchard Pipeline Company, LLC., for one 12.75-inch Marathon Petroleum Corporation natural gas liquids pipeline

Prepared for: Sharon Valiante, Public Works/Engineering/BAWA

Prepared by: Jamie Wimmer, Public Works/Engineering/BAWA

Department: Public Works/Engineering/BAWA

Information

ITEM

Consider an ordinance granting a pipeline permit to Blanchard Pipeline Company, LLC., for one 12.75-inch Marathon Petroleum Corporation ("MPC") natural gas liquids pipeline.

PREFACE

This proposed ordinance approves granting a pipeline permit (EO25080001) to Blanchard Pipeline Company, LLC., for one 12.75-inch Marathon Petroleum Corporatoin ("MPC") natural gas liquids pipeline, approximately 10.5 miles in length, at a minimum typical depth of 4 feet.

The pipeline will cross: Harris County Flood Control District ("HCFCD") Unit Q100-00-00 Cedar Bayou, HCFCD Unit Q118-00-00 Cedar Bayou, HCFCD Unit Q117-00-00, Pine Lake Lane, Sjolander Road, San Jacinto River Authority East Canal, HCFCD Unit Q114-00-00, HCFCD Unit Q114-06-00, Interstate Highway 10, HCFCD Unit Q112-00-00 Cary Bayou, HCFCD Unit Q112-05-00, HCFCD Unit Q112-00-00 Cary Bayou, Crosby Cedar Bayou Road, Barkaloo Road, East Archer Road, North Main Street, Cedar Bayou Lynchburg Road, HCFCD Unit O105-00-00 East Fork Goose Creek, West Baker Road, Garth Road, Emmett Hutto Boulevard, HCFCD Unit O129-00-00, HCFCD Unit O100-00-00 Goose Creek, between Goose Creek and Decker Drive., HCFCD Unit O107-00-00, Texas State SPUR 330. This pipeline will carry MPC natural gas liquids and have a maximum allowable operating pressure of 2200 psi.

Fiscal Impact

Fiscal Year:

Acct Code:

Source of Funds (Operating/Capital/Bonds):

Funds Budgeted Y/N:

Amount Needed:

Fiscal Impact (Additional Information):

No fiscal impact.

Attachments

Ordinance Approving Pipeline Permit
Exhibit B - Site Map
Permit Report - Blanchard Pipeline Company, LLC. 03.16.2026

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, GRANTING A PIPELINE PERMIT TO BLANCHARD PIPELINE COMPANY, LLC TO INSTALL ONE (1) NEW 12.75-INCH MARATHON PETROLEUM CORPORATION ("MPC") NATURAL GAS LIQUIDS PIPELINE, APPROXIMATELY 10.5 MILES IN LENGTH; ESTABLISHING THE AMOUNT OF THE BOND; AUTHORIZING AND DIRECTING THE DIRECTOR OF ENGINEERING TO ISSUE THE PERMIT THEREFOR; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

****

WHEREAS, Blanchard Pipeline Company, LLC, has submitted a pipeline application to install a new 12.75-inch Marathon Petroleum Corporation natural gas liquids pipeline in the City limits and/or its extraterritorial jurisdiction (hereinafter referred to as the "Pipeline"); and

WHEREAS, the Director of Engineering, based upon the assessment of the Director of Planning and Development Services, the Fire Chief, the Director of Public Works/Utilities, and the Emergency Management and Preparedness Coordinator as to compliance with Article V of Chapter 34 of the Code of Ordinances of the City of Baytown, Texas, and based upon his examination of the application and plans for the Pipeline, has issued a report to the City Council recommending granting a permit for the Pipeline; and

WHEREAS, the City Council has received such report and has determined that, based upon the representations of Blanchard Pipeline Company, LLC, the application meets all applicable provisions of Article V of Chapter 34 of the Code of Ordinances of the City of Baytown, Texas, as well as all federal and state regulations. NOW THEREFORE,

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

Section 1: That subject to receipt of the bond specified in Section 3 hereof, the City Council of the City of Baytown hereby grants the Pipeline Permit, which is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes, to Blanchard Pipeline Company, LLC, for the Pipeline described therein and authorizes and directs the Director of Engineering to execute such permit in the location illustrated in the site map, which is attached hereto as Exhibit "B" and incorporated herein for all intents and purposes.

Section 2: That subject to receipt of the bond specified in Section 3 hereof, the City Council of the City of Baytown hereby authorizes and directs the City Manager and the City Clerk to execute and attest to an indemnity agreement with Blanchard Pipeline Company, LLC corresponding to the Pipeline.

Section 3: That the City Council of the City of Baytown hereby establishes ONE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS ($1,500,000.00) as the amount of the bond or other form of security satisfactory to the City, which shall be tendered prior

to any construction, repair, adjustment, relocation or replacement of the pipeline pursuant to Section 34-233 of the Code of Ordinances, Baytown, Texas.

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 9th day of April, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

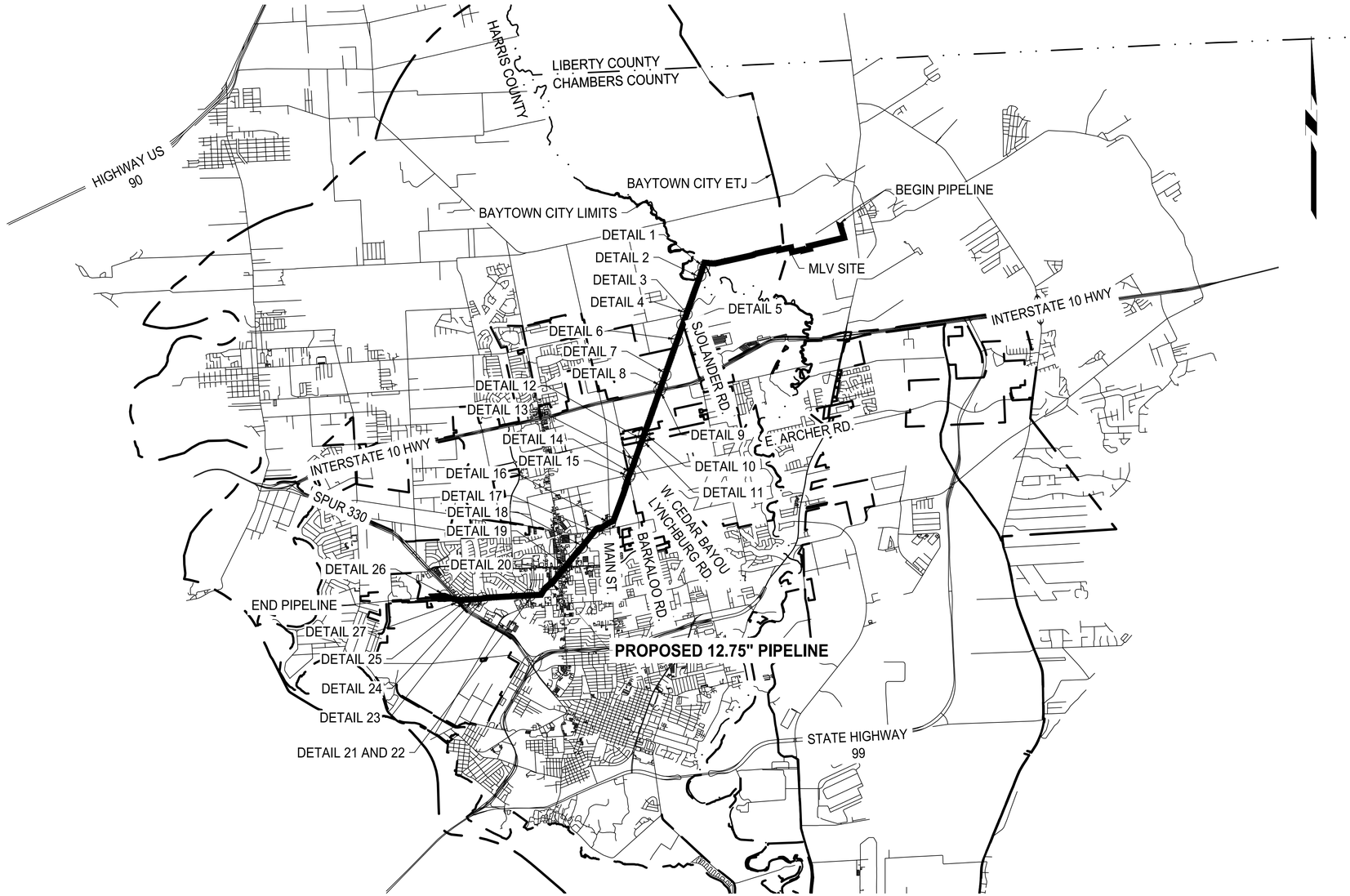
APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

EXHIBIT B

BLANCHARD PIPE LINE LLC

PROPOSED 12.75" MONT BELVIEU TO BAYTOWN PIPELINE ACROSS CITY OF BAYTOWN



VICINITY MAP
SCALE: 1" = 1 MILE

0 1/2 MILE 1 MILE 2 MILE

ERIC GAUDET III
103224
LICENSED PROFESSIONAL ENGINEER
08/08/2025

DWG. NO	REFERENCE DRAWING TITLE

NO.	REVISION - DESCRIPTION	BY	DATE	CHK'D	APR'D

NO.	REVISION - DESCRIPTION	BY	DATE	CHK'D	APR'D
C	REISSUED FOR PERMIT	BT	12/08/2025	NF	CP
B	REISSUED FOR PERMIT	BT	10/31/2025	CP	CP
A	ISSUE FOR PERMIT	BT	08/11/2025	NF	CP

AECOM
AECOM TECHNICAL SERVICES
FIRM #3580
ADDRESS: 13355 NOEL ROAD,
SUITE 400,DALLAS, TX 75240804-515-8426

MARATHON PIPE LINE LLC
PROPOSED 12.75" PIPELINE PROJECT
VICINITY MAP

PROJECT NO. 224056
PREVIOUS DWG. NO.
DWG. NO. VICINITY MAP
SHEET 4 OF 131
C

LOCATION: C:\Work\ONEDRIVE\OneDrive - AECOM\Mapping EC Marathon - MBBA\7_Permits\Boytown\MBBA-224056-COVER.dwg
SAVE DATE: 2/3/2026
PRINTED ON: 2/4/2026 12:46:15 PM
PLOT LOGIN: TRAN, BAO

CITY OF BAYTOWN
PUBLIC WORKS & ENGINEERING DEPARTMENT

2123 Market Street
Baytown, Texas 77520
(281) 420-5300

March 16th, 2026

SUBJECT: Pipeline Application Report on Conformance with City Ordinances
Blanchard Pipe Line Company LLC

The City received a permit application from Blanchard Pipe Line Company LLC to install 12.75 inch MPC natural gas liquids pipeline, approximately 10.5 miles in length, at a minimum typical depth of 4 feet. The pipeline will cross: Pine Lake Lane, Sjolander Road, Interstate 10, Crosby Cedar Bayou Road, Barkaloo Road, East Archer Road, North Main Street, Cedar Bayou Lynchburg Road, West Baker Road, Garth Road, Emmett Hutto Boulevard, and Decker Drive.

This pipeline will carry MPC natural gas liquids and have a maximum allowable operating pressure of 2200 psi. City Staff has examined the application, plans and supporting documents to confirm compliance and consistency with Chapter 34 of the City's Ordinances including existing and probable future developments, streets, sanitary sewer, and storm limes. Based on our review City staff recommends granting approval.

Respectfully,

Sharon Valiante

Sharon Valiante,
Interim Director Public Works and Engineering

CITY COUNCIL MEETING 7. h.

Meeting Date: 04/09/2026

Subject: Consider an ordinance authorizing an Interlocal Agreement with Harris County for the Neighborhood Street Reconstruction of Lantern Park, Dolphin Harbor, Canvasback Cay, and South Circle Drive Project

Prepared for: Sharon Valiante, Public Works/Engineering/BAWA

Prepared by: Jamie Wimmer, Public Works/Engineering/BAWA

Department: Public Works/Engineering/BAWA

Information

ITEM

Consider an ordinance authorizing an Interlocal Agreement with Harris County for the Neighborhood Street Reconstruction of Lantern Park, Dolphin Harbor, Canvasback Cay, and South Circle Drive Project.

PREFACE

This proposed ordinance authorizes an Interlocal Agreement with Harris County for the reconstruction of neighborhood streets within Lantern Park, Dolphin Harbor, Canvasback Cay, and South Circle Drive. This project is part of the City's ongoing efforts to improve aging infrastructure, enhance roadway conditions, and address drainage challenges in established residential areas.

The proposed work includes full-depth street reconstruction with new concrete pavement, curb and gutters, as well as the replacement and upgrade of the existing storm sewer system, including pipes, junction boxes, and inlets. These improvements are intended to extend the service life of the roadway network while significantly improving stormwater conveyance and reducing localized flooding risks.

The total estimated cost of the project is $8,791,012.00 with Harris County's maximum contribution being $4,395,506.00 The City's portion is estimated at $4,395,506.00 and will cover engineering, construction, and materials testing services. Any cost in excess of the construction contract award amount will be funded by the City.

Fiscal Impact

Fiscal Year: 2026

Acct Code: 41153012-56933

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

Funds Budgeted Y/N: Y

Amount Needed: $4,395,506

Fiscal Impact (Additional Information):

PROJECT LEDGER ACCOUNT: RDWY2204-2022COBOND-CONSTRUCTI-C.O./BONDS 41153012-56933

($4,395,506.00)

Attachments

Ordinance - Harris County ILA

Exhibit A - Interlocal Agreement with Harris County - Neighborhood Streets

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST TO AN INTERLOCAL AGREEMENT WITH HARRIS COUNTY FOR THE NEIGHBORHOOD STREET RECONSTRUCTION OF LANTERN PARK, DOLPHIN HARBOR, CANVASBACK CAY, AND SOUTH CIRCLE DRIVE PROJECT; 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 and the City Clerk to attest to an Interlocal Agreement with Harris County for the Neighborhood Street Reconstruction of Lantern Park, Dolphin Harbor, Canvasback Cay, and South Circle Drive Project. 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 9th day of April, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

EXHIBIT A

JOINT PARTICIPATION INTERLOCAL AGREEMENT

This Joint Participation Interlocal Agreement ("Agreement") is entered into by and between **Harris County** ("County") and **City of Baytown** ("City") pursuant to the Interlocal Cooperation Act, Tex. Gov't Code Ch. 791.001, *et seq*. County and City may each be referred to herein individually as a "Party" or collectively as the "Parties".

RECITALS

WHEREAS, it is of mutual benefit to both Parties to construct improvements to roadway and drainage facilities in and around Lantern Park Subdivision and all related appurtenances in Harris County Precinct 2 ("Project"), as generally illustrated on Exhibit A attached hereto and incorporated herein by reference;

WHEREAS, both Parties desire to cooperate in accordance with the terms of this Agreement to jointly accomplish the construction of the Project; and

WHEREAS, both Parties agree that all funds used under this Agreement shall be from current fiscal funds.

NOW THEREFORE, in consideration of the mutual promises, obligations, and benefits herein set forth, the Parties agree as follows:

TERMS

Section 1. Responsibilities of the Parties

A. City's Responsibilities

(i) The City will provide or cause to be provided, engineering services and related support services necessary to prepare plans, specifications, and estimates ("PS&E") for the construction of the Project.

(ii) Upon completion of the PS&E, the City will submit the PS&E to the County for review and approval.

(iii) The City shall be responsible for obtaining all necessary permits and jurisdictional approvals for construction of the Project.

(iv) The City shall be responsible for all utility relocation efforts including pipelines.

(v) Upon approval by the County of the PS&E, the City will advertise for and receive bids for construction of the Project from qualified bidders. A qualified bidder must be registered with the Texas Secretary of State to transact business in Texas and must be current on all state and local fees and taxes, including but not limited to, Franchise Account Status with the Texas Comptroller of Public Accounts in good standing. The construction contract shall require the qualified bidder to follow all federal, state, and local laws, rules, codes, ordinances, and regulations including but not limited to Harris County Road Law.

(vi) Upon receipt of bids for the construction of the Project, the City shall:

(a) Determine the lowest and best bidder and provide the bids to the County with its recommendation for award of the construction contract to such lowest and best bidder, as determined by the City; and

(b) Provide an invoice to the County for their cost share percentage for construction of the project in accordance with Section 2 of this agreement.

(vii) Upon award of a contract for construction of the Project, the City will:

(a) Manage and inspect the day-to-day construction of the Project, including construction materials testing ("CMT") in a manner similar to that of other County construction projects; and

(b) Through its contractor, construct the Project in accordance with the PS&E approved by the County. The City may make minor changes in the PS&E through change(s) in contract ("CIC") that the City deems to be necessary or desirable during the construction of the Project, so long as the original scope and intent of the Project is maintained.

(viii) Upon completion of the construction of the Project, the City shall:

(a) Provide an opportunity for the County to participate in a final walk-through and preparation of a punch list in regards to the construction of the Project;

(b) Provide a statement of final accounting to the County detailing all construction costs incurred and identify amount(s) to be invoiced or refunded to the County; and

(c) Assume full responsibility for the ongoing maintenance and repairs of the Project.

B. County's Responsibilities

(i) County will review the PS&E provided by the City and provide its approval within ten (10) business days. Should the County desire to make changes to such PS&E, the Parties agree to meet and resolve all issues within ten (10) business days of the County's receipt of the PS&E in order to finalize an agreed upon PS&E for the Project. If the County does not provide a response on the PS&E within ten (10) business days from its receipt of the PS&E, then the PS&E submitted to the County will be deemed approved.

(ii) Upon receipt of the bids and award recommendation from the City for construction of the Project, the County will:

(a) Review the bids and provide concurrence for award of the construction contract to such lowest and best bidder within five (5) business days, such concurrence to not be withheld so long as the award recommendation complies with Title 8 of the Texas Local Government Code or other applicable procurement law. If the County does not provide a response on the construction contract award recommendation within

five (5) business days from its receipt of the recommendation, then the recommendation submitted to the County will be deemed approved; and

(b) Remit payment to the City for the County Funding Share for construction of the Project in accordance with Section 2 of this Agreement.

(iii) Upon completion of the construction of the Project, the County shall participate in a final walk-through and inspection of the Project.

Section 2. Funding of the Project

Notwithstanding any provision in this Agreement to the contrary, the following provisions will apply to all payments made under this Agreement:

A. The County agrees to provide an amount not to exceed Four Million Three Hundred Ninety-Five Thousand Five Hundred Six and No/Dollars ($4,395,506.00) of the construction cost necessary for the construction of the Project ("County Funding Share"), and the City agrees to provide Four Million Three Hundred Ninety-Five Thousand Five Hundred Six and No/Dollars ($4,395,506.00)of the construction cost necessary for the construction of the Project ("City Funding Share"), as generally illustrated on Exhibit B attached hereto and incorporated herein by reference.

B. The County agrees to provide payment to the City within fourteen (14) business days of receipt of the invoice.

C. Parties agree that any construction costs incurred during the construction of the Project or other work to be performed under this Agreement in excess of the construction contract award amount will be funded by the City.

Section 3. Term and Termination

A. This Agreement shall commence upon final execution by all the Parties (the "Effective Date") and shall remain in full force and effect until the completion of construction of the Project or the City's receipt of all payments due from the County under this Agreement, whichever occurs later ("Term").

B. This Agreement may be terminated by the City before award of the construction contract and at any time by mutual written consent of the Parties, or as otherwise provided under this Agreement.

Section 4. Miscellaneous

A. Non-Assignability. The County and the City bind themselves and their successors, executors, administrators, and assigns to the other Party of this Agreement and to the successors, executors, administrators, and assigns of such other Party, in respect to all covenants of this Agreement. Neither the County nor the City shall assign, sublet, or transfer its interest in this Agreement without the prior written consent of the other Party.

B. Notice. Any notice required to be given under this Agreement ("Notice") shall be in writing and shall be duly served when it shall have been (a) personally delivered to the address below, (b) deposited, enclosed in an envelope with the proper postage prepaid thereon, and duly registered or

certified, return receipt requested, in a United States Post Office, addressed to County or the City at the following addresses:

City: City of Baytown
2401 Market Street
Houston, Texas 77020
Attention: Rafael Errisuriz
Email: rafael.errisuriz@baytown.org

County: Harris County Engineering Department
1111 Fannin Street, 11th Floor
Houston, Texas 77002
Attention: Contracts and Business Services

Any Notice given by mail hereunder is deemed given upon deposit in the United States Mail and any Notice delivered in person shall be effective upon receipt.

Each Party shall have the right to change its respective address by giving at least fifteen (15) days' written notice of such change to the other Party.

Other communications, except for Notices required under this Agreement, may be sent by electronic means or in the same manner as Notices described herein.

C. Independent Parties. It is expressly understood and agreed by the Parties that nothing contained in this Agreement shall be construed to constitute or create a joint venture, partnership, association or other affiliation or like relationship between the Parties, it being specifically agreed that their relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Agreement. The County is an independent contractor and neither it, nor its employees or agents shall be considered to be an employee, agent, partner, or representative of the City for any purpose. Neither the City, nor its employees, officers, or agents shall be considered to be employees, agents, partners or representatives of the County for any purposes. Neither Party has the authority to bind the other Party.

D. No Third Party Beneficiaries. This Agreement shall be for the sole and exclusive benefit of the Parties and their legal successors and assigns. The County is not obligated or liable to any party other than the City for the performance of this Agreement. Nothing in the Agreement is intended or shall be deemed or construed to create any additional rights or remedies upon any third party. Further, nothing contained in the Agreement shall be construed to or operate in any manner whatsoever to confer or create rights or remedies upon any third party, increase the rights or remedies of any third party, or the duties or responsibilities of the County and/or City with respect to any third party.

E. Waiver of Breach. No waiver or waivers of any breach or default (or any breaches or defaults) by either Party hereto of any term, covenant, condition, or liability hereunder, or the performance by either Party of any obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under and circumstances.

F. No Personal Liability; No Waiver of Immunity.

(1) Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of the County or City.

(2) The Parties agree that no provision of this Agreement extends the Parties' liabilities beyond the liability provided for in the Texas Constitution and the laws of the State of Texas.

(3) Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver by the other of any right, defense, or immunity on behalf of itself, its employees or agents under the Texas Constitution or the laws of the State of Texas.

G. Applicable Law and Venue. This Agreement shall be governed by the laws of the State of Texas and the forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas. The exclusive venue for any action under or related to the Agreement is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas.

H. No Binding Arbitration; Right to Jury Trial. The Parties do not agree to binding arbitration, nor waive their right to a jury trial.

I. Contract Construction.

(1) This Agreement shall not be construed against or in favor of any Party hereto based upon the fact that the Party did or did not author this Agreement.

(2) The headings in this Agreement are for convenience or reference only and shall not control or affect the meaning or construction of this Agreement.

(3) When terms are used in the singular or plural, the meaning shall apply to both.

(4) When either the male or female gender is used, the meaning shall apply to both.

J. Recitals. The recitals set forth in this Agreement are, by this reference, incorporated into and deemed a part of this Agreement.

K. Entire Agreement; Modifications. This Agreement contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed. This Agreement supersedes and replaces any prior agreement between the Parties pertaining to the rights granted and the obligations assumed herein. This Agreement shall be subject to change or modification only by a subsequent written modification approved and signed by the governing bodies of each Party.

L. Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person, entity, or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons, entities, or circumstances shall not be affected thereby.

M. Survival of Terms. Any provision of this Agreement that, by its plain meaning, is intended to survive the expiration or earlier termination of this Agreement shall survive such expiration or earlier termination. If an ambiguity exists as to survival, the provision shall be deemed to survive.

N. Multiple Counterparts/Execution. This Agreement may be executed in several counterparts. Each counterpart is deemed an original and all counterparts together constitute one and the same instrument. In addition, each Party warrants that the undersigned is a duly authorized representative with the power to execute the Agreement.

O. Warranty. By execution of this Agreement, the City warrants that the duties accorded to the City in this Agreement are within the powers and authority of the City.

HARRIS COUNTY

By:_____
Lina Hidalgo
County Judge

APPROVED AS TO FORM:

JONATHAN FOMBONNE
County Attorney

By:_____
Alexa Moores
Assistant County Attorney
CAO File No.: 25GEN2497

CITY OF BAYTOWN

By:_____
Jason Reynolds
City Manager, City of Baytown, Texas

APPROVED AS TO FORM:

By: _____
Scott Lemond
City Attorney

Exhibit A



1. **Coachman Drive with the following branch streets: Surrey Lane, Coachlight lane, Lantern Lane, Cobblestone Lane and Carriage Lane**



Exhibit A Project Location

2. North Dolphin Harbor and Canvasback Cay



3. South Circle Drive



Exhibit A Project Location

Existing Conditions

1. **Coachman Drive with the following branch streets: Surrey Lane, Coachlight lane, Lantern Lane, Cobblestone Lane and Carriage Lane**



Coachman drive is a collector road with a PCI score ranging from 30 to 58

2. **North Dolphin Harbor and Canvasback Cay**



North Dolphin Harbor and Canvasback Cay consists of gravel roadway with PCI score of 54 and 53

3. South Circle Drive



South Circle Drive PCI score of 37

EXHIBIT B

Neighborhood Street Reconstruction of Lantern Park, Dolphin Harbor and Canvasback Cay & South Circle (Baytown)

Precinct 2

Date 1/6/2026

Description	**Estimated Cost (Estimate Used In Agreement)**
Harris County Portion [Not to exceed]	HC will provide funding for 50% of project costs, not to exceed $ $4,395,506.00
City of Baytown	$4,395,506.00
Subtotal	**$8,791,012.00**
Total Cost	**$8,791,012.00**

ORDER OF COMMISSIONERS COURT

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the County of Houston, Texas, on _____, with all members present except _____.

A quorum was present. Among other business, the following was transacted:

ORDER AUTHORIZING EXECUTION OF A JOINT PARTICIPATION INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY AND CITY OF BAYTOWN TO CONSTRUCT ROADWAY AND DRAINAGE IMPROVEMENTS IN AND AROUND LATERN PARK SUBDIVISION AND ALL RELATED APPURTENANCES IN HARRIS COUNTY PRECINCT 2

Commissioner _____ introduced an order and moved that Commissioners Court adopt the order. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Lina Hidalgo	☐	☐	☐
Comm. Rodney Ellis	☐	☐	☐
Comm. Adrian Garcia	☐	☐	☐
Comm. Tom S. Ramsey, P.E.	☐	☐	☐
Comm. Lesley Briones	☐	☐	☐

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

IT IS ORDERED THAT:

1. The Harris County Judge is authorized to execute on behalf of Harris County the attached Joint Participation Interlocal Agreement between Harris County and City of Baytown to construct roadway and drainage improvements in and around Lantern Park Subdivision and all related appurtenances in Harris County Precinct 2.

2. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.

CITY COUNCIL MEETING 7. i.

Meeting Date: 04/09/2026
Subject: Consider an ordinance authorizing the purchase of traffic cabinets from Cubic ITS, Inc., through the Buyboard Cooperative Purchase Program
Prepared for: Sharon Valiante, Public Works/Engineering/BAWA
Prepared by: Jamie Wimmer, Public Works/Engineering/BAWA
Department: Public Works/Engineering/BAWA

Information

ITEM

Consider an ordinance authorizing the purchase of traffic cabinets from Cubic ITS, Inc., through the Buyboard Cooperative Purchase Program.

PREFACE

This proposed ordinance authorizes the purchase of six traffic cabinets from Cubic ITS, Inc., in the amount of $117,000.00, through the Buyboard Cooperative Purchase Program contract #703-23.

The purchase of the six traffic cabinets from Cubic ITS, Inc., will be replacement stock to have on hand in case cabinets need to be replaced at intersections within the City. The total cost of equipment to be received is $117,000.00.

The purchase includes:
Item # 70006-3060-WCB3011300-01 Cabinet 68" tall. NEMA cabinet, ASSY, TS2, P, 44X26X68LB16, L16, W/APD, AUX, quantity of six (6) at $19,500.00 each.

Cubic ITS., Inc., is an approved contractor through the Buyboard Co-Op Program. The City of Baytown is a member of the same, and can access contracts with the supplying companies. The cooperative agreement has already been competitively bid, through which the city is receiving the deepest discounts.

Fiscal Impact

Fiscal Year:	2026
Acct Code:	10003013-53023
Source of Funds (Operating/Capital/Bonds):	Operating
Funds Budgeted Y/N:	Y
Amount Needed:	$117,000.00
Fiscal Impact (Additional Information):	

Attachments

Ordinance - Cubic
Quote - Cubic ITS, Inc.
Buy Board Contract #703-23 - Cubic ITS, Inc.
Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE PAYMENT OF ONE-HUNDRED, SEVENTEEN-THOUSAND AND NO/100 DOLLARS ($117,000.00) TO CUBIC ITS, INC., FOR THE PURCHASE OF TRAFFIC SIGNAL CABINETS THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUY BOARD); 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, SEVENTEEN-THOUSAND AND NO/100 DOLLARS ($117,000.00) to Cubic ITS, Inc., for the purchase of traffic signal cabinets and related materials, through the Texas Local Government Purchasing Cooperative (Buy Board).

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 9th day of April, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

CUBIC
Transportation Systems

Customer:	Intersection/Notes:	CUBIC ITS, INC.
Company: City of Baytown 2123 Market Street Baytown, TX 77520 Attn: Brad Lewandowski Email: bradley.lewandowski@baytown.org Ph: 281-932-7026	Buy Board Contract 703-23 Highway Safety and Traffic Control Products	522 Gillingham Lane Sugar Land, TX 77478 (281) 240-7233 Phone (281) 240-7238 Fax traffickwarecustomercare@cubic.com www.trafficware.com

Reference:
Quote: 28212 Opportunity # P91384 Reference: Stock Cabinets Date: 02-20-2026

Your Cubic ITS Business Development Mgr	
Contact	Chris Pate
Phone:	1 (936) 661-3291
Email:	christopher.pate@cubic.com

QUOTATION FOR GOODS AND SERVICES

Thank you for your quotation request. We are pleased to offer this quotation for good and services as outlined under the terms and conditions noted below.

QUANTITY	DESCRIPTION	PART NUMBER	$ / UNIT	$ / TOTAL
6	**City of Baytown Spec. 68" tall. NEMA cabinet.**	**70006-3060-WCB3011300-01**	***$ 19,500.00***	**$ 117,000.00**
	ASSY,TS2,P,44x26x68LB16,L16,W/APD,AUX			
	Included:			
6	**ATC COMMANDER TS-2 TYPE 1 NEMA Standard with Local Scout Firmware V85**	**COM-11000010**	***Included***	
6	**EQUIP,EDI#MMU2-16LEip,FAULT MON,W/ENET**	**9000-1201-102-EDI**	***Included***	
6	**EQPMT,POWER SUPPLY,TS-2,115VAC,7A, EDI**	**9000-0170**	***Included***	
18	**EQUIP,BIU,EDI BIU 700,PVT LBL**	**9000-1190-000-EDI**	***Included***	
96	**LOAD SWITCH,DISCRETE,SSS 86 I/O**	**9000-0023**	***Included***	
6	**FLASHER,NEMA,DISCRETE,TYPE 3,SSF-86-3**	**9000-0001**	***Included***	
36	**RELAY,XFER,2C,20A,SOCKET MNT,INDICATOR**	**4501-0020-1**	***Included***	
	Lead Time: 120 - 140 Days			

Subtotal =	**$ 117,000.00**
Freight =	**Included**
Total =	**$ 117,000.00**

TERMS AND NOTES:

Terms:
- QUOTE VALID FOR 90 DAYS.
- PRICES ARE IN US FUNDS.
- **NET 30 DAYS.**
- **FREIGHT - FOB ORIGIN / FREIGHT PREPAID AND ADDED TO INVOICE**
- **TAXES ARE NOT INLCUDED. ALL ITEMS SUBJECT TO APPLICABLE TAXES. IF TAX EXEMPTION APPLIES PLEASE FURNISH NUMBER OR RESALE CERTIFICATE WITH PURCHASE ORDER.**
- **DELIVERY 120-140 DAYS AFTER RECEIPT OF ORDER, FOR STANDARD ITEMS. FOR NON STANDARD ITEMS PLEASE ADD AN ADDITIONAL 60 DAYS**
- **THIS QUOTATION IS FOR PRODUCT ONLY. QUOTE DOES NOT INCLUDE TRAINING OR TURN-ON ASSISTANCE, UNLESS STATED IN QUOTE.**

Notes:
- ALL ORDERS ARE SUBJECT TO CREDIT APPROVAL.
- CREDIT APPROVAL DELAYS MAY ADVERSLEY AFFECT STANDARD DELIVERY TIMES.
- CANCELLED ORDERS ON STANDARD ITEMS ARE SUBJECT TO A 25% RESTOCKING FEE. RESTOCKING FEE FOR CANCELLED ORDERS ON SPECIALTY OR CUSTOM MADE ITEMS WILL BE HIGHER.
- PLEASE SEND ALL PURCHASE ORDERS TO TRAFFICWARECUSTOMERCARE@CUBIC.COM & MADE OUT TO CUBIC ITS, INC.

We appreciate the opportunity to provide this quotation!

Regards,

Chris Pate

Compliance:

Customer represents and warrants that, in connection with the marketing, sales and distribution of Trafficware Products, customer has complied and will comply with all applicable laws, including but not limited to: (1) anti-corruption laws (such as the U.S. Foreign Corrupt Practices Act) that prohibit directly or indirectly giving, offering, promising, requesting or accepting anything of value for the corrupt purpose of gaining a commercial benefit or advantage; and (2) U.S. export control and sanctions laws that regulate the disposition of U.S. -origin goods, software and technology.

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

April 20, 2025

Sent via email to: TrafficwareCustomerCare@Cubic.com

Sales personnel - Cameron Cooper
Cubic ITS, Inc. (formerly Trafficware Group, Inc.)
522 Gillingham Lane
Sugar Land, TX 77478

Re: Highway Safety and Traffic Control Products
BuyBoard Contract 703-23

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Highway Safety and Traffic Control Products, Contract 703-23, for which the current term is set to expire May 31, 2025. At this time, the BuyBoard is renewing your contract through May 31, 2026. This will be the final renewal of this contract.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at jim.tulberg@tasb.org prior to the start of the renewal term.

Reminder: Once a BuyBoard contract is awarded, vendors must generate a minimum of $15,000 annually or they may not be offered a contract renewal. Updated contract pricing information can be sent to: contractadmin@buyboard.com.

If you have questions or comments concerning this renewal, please contact me as soon as possible at jim.tulberg@tasb.org. We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Jim Tulberg

Jim Tulberg
Contract Administrator

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

Final renewal v.02.17.2025

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

April 17, 2023

Sent Via Email: Contract-Bids@Cubic.com

Jeffery Price
Cubic ITS, Inc.
522 Gillingham
Sugar Land, TX 77478

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award;* Proposal Invitation No. 703-23, Highway Safety and Traffic Control Products

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, 2023 through May 31, 2024, 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. 703-23 at: 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.

A list of Cooperative members is available on the buyboard.com website. Once the contract is active, 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, feel free contact me at 800-695-2919.

Sincerely,

Leigh A Clover

Leigh Clover, Bid Analyst
Texas Association of School Boards, Inc.,
Administrator for The Local Government Purchasing Cooperative

Endorsed by TASB TASA TML TEXAS MUNICIPAL LEAGUE TASBO

April 17, 2023

Sent Via Email: Contract-Bids@Cubic.com

Jeffery Price
Cubic ITS, Inc.
522 Gillingham
Sugar Land, TX 77478

Welcome to BuyBoard!

Re: *Notice of National Purchasing Cooperative Award;* Proposal Invitation No. 703-23, Highway Safety and Traffic Control Products

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, 2023 through May 31, 2024, 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. 703-23 at 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

A list of National Cooperative members is available on the buyboard.com website. Once the contract is active, 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, feel free to contact me at 800-695-2919.

Sincerely,

Leigh A. Clover

Leigh Clover, Bid Analyst
Texas Association of School Boards, Inc.,
Procurement Administrator for the National Purchasing Cooperative

v.02.01.2021

PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name: Highway Safety and Traffic Control Products

Proposal Due Date/Opening Date and Time: January 19, 2023, at 4:00 PM

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Proposal Invitation Number: 703-23

Anticipated Cooperative Board Meeting Date: April 2023

Contract Term: June 1, 2023, through May 31, 2024, with two possible one-year renewals.

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.

Cubic ITS, Inc.	1-18-2023
Name of Proposing Company	Date
522 Gillingham	Jeffery R. Price
Street Address	Signature of Authorized Company Official
Sugar Land, TX 77478	Jeffery R. Price
City, State, Zip	Printed Name of Authorized Company Official
281-269-6504	Vice President & General Mgr.
Telephone Number of Authorized Company Official	Position or Title of Authorized Company Official
N/A	74-2019144
Fax Number of Authorized Company Official	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;

Initial: JRP

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): _____

_____

Initial: JRP

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:

- [X] 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:** JRP

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: JRP

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. **Initial:** JRP

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, 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: JRP

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:

BuyBoard accepted deviations

☐ **No**; Deviations
☒ **Yes**; Deviations

List and fully explain any deviations you are submitting:

Delivery times are as stated below:

Controllers 60-Days ARO

Cabinets 120-Days ARO

Gridsmart camera products 30-Days ARO

Initial: JRP

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. 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.**

Initial: JRP

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:

Cubic ITS price list 2023

(Attach additional sheets if needed.)

Initial: JRP

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: _____

_____

_____

(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.

Initial: JRP

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 <u>each</u> 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:** JRP

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.

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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 determinate 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. 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.

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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.

Initial: JRP

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: JRP

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.

Initial: JRP

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

Cubic ITS, Inc.
Company Name

Signature of Authorized Company Official

Printed Name and Title

Jeffery Price, Vice President & General Manager
Date **1/18/2023**

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: Cubic ITS, Inc.
*(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): Texas

Federal Employer Identification Number: 74-2019144
(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.)*

Cubic ITS, Inc.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► **Go to *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.
Cubic ITS, Inc.

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 **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: 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 **not** 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.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) E

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
522 Gillingham

6 City, state, and ZIP code
Sugar Land, TX 77478

Requester's name and address (optional)

7 List account number(s) here (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	0	1	9	1	4	4

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** ► Jarelle Casey | **Date** ► 1/18/2023

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.*

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.*

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: $ 700K . (The period of the 12-month period is 10-1-21 / 10-1-22). 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)	Y		550-all
3. OMNIA Partners			
4. Sourcewell (NJPA)			
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 (%): 50% **Proposed Discount (%):** 50%

Explanation: _____

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.

	Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1.	Texas Smartbuy		512-936-2764		0%	$608k
2.	Pasadena TX	Bob Ward	713-475-7864		0%	$80k
3.	Victoria TX	Derrick Evans	351-485-3259		0%	$75k
4.	Laredo TX	Pete Paredes	956-795-2550		0%	$90k
5.	Oklahoma City, OK	Randy Duncan	405-297-2080		0%	$1.1M

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:

_____

_____

_____

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.)

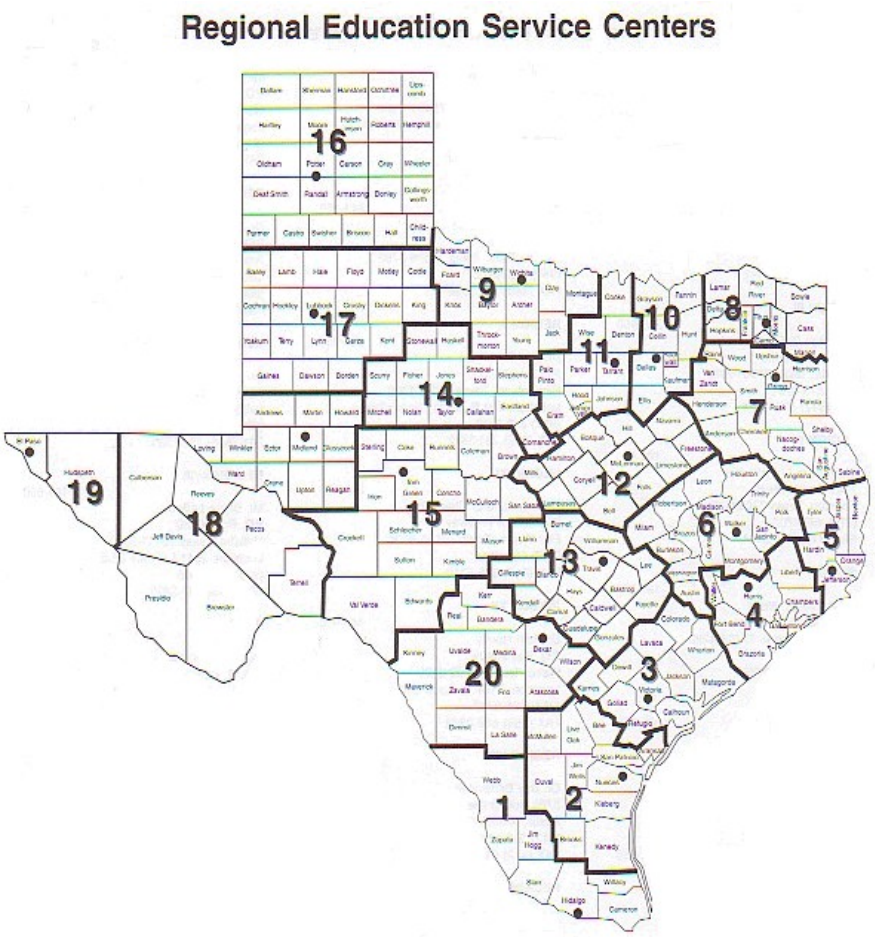
Cubic ITS, Inc. – company profile

Since 1978, Cubic ITS (formerly Trafficware Group, Inc.) has been dedicated to the traffic signal control industry, providing uncompromised quality and service. Cubic is known worldwide for Synchro Studio, the traffic engineering standard for signal timing and optimization, as well as ATMS, or Advanced Traffic (central) Management System. We have also leveraged our expertise in Synchro, ATMS and traffic control hardware products to create the nation's fastest growing ATSM, Synchro Green. Cubic offers the most extensive product catalog in the traffic signal control industry, including traffic controllers, cabinets and accessories, detection, cameras, central management systems, adaptive systems, emergency response systems, traffic simulation software and more.

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 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.



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** 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.

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.

Cubic ITS, Inc.	**703-23**
Name of Vendor	Proposal Invitation Number
Signature of Authorized Company Official	**Jeffery R. Price**
	Printed Name of Authorized Company Official

1/18/2023

Date

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)
N/A		

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)**

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.

43 years total = 32 yrs as Naztec; 7 yrs as Trafficware; 4 yrs as Cubic ITS, Inc.

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.

We are well respected in the traffic industry with over 40 years of experience, with facilities located in Sugar Land Texas and Knoxville TN. We have an extensive Sales staff covering territories all over the US and dedicated Product Specialist, Technical Hardware and Software Engineers, Product Managers and highly skilled workforce.

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.

Marketing publications & newsletters - Cubic regularly communicates with our customer base using a combination of mailings & local area newsletters. 2) By direct contact with agency purchasers and decision makers Cubic will inform that our products are available through BuyBoard. This has proven highly effective of the years, as customers have come to expect our products to be available on BuyBoard.

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.

Cubic ITS, Inc., a Texas corporation, is a wholly-owned subsidiary of Cubic Transportation Services, Inc., a $1.1 billion dollar company with 5,000+ employees. The company is capable of obtaining key-rated insurance coverage, that will meet and in some cases exceed the required coverage limits.

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.

No

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.

None

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.

None

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VENDOR REQUEST TO SELF-REPORT BUYBOARD PURCHASES

The General Terms and Conditions require that all Purchase Orders generated by or under any Contract awarded under this Proposal Invitation be processed through the BuyBoard and, except as expressly authorized in writing by the Cooperative administrator, Vendors are not authorized to process Purchase Orders received directly from Cooperative members that have not been processed through the BuyBoard or provided to the Cooperative. In accordance with this provision, Vendor may request authorization of the Cooperative administrator to self-report Cooperative member purchases if awarded a Contract under this Proposal Invitation. By making such a request, Vendor acknowledges and agrees that self-reporting is specifically subject to and conditioned upon (1) Vendor's agreement to the Additional Terms and Conditions for BuyBoard Self-Reporting which are included in this Proposal Invitation and incorporated herein for all purposes and (2) approval of this request in writing by the Cooperative administrator.

Note: This form is NOT required as part of your proposal. You should sign and return this form ONLY if you wish to request authorization to self-report BuyBoard purchases. Any request to self-report will not be effective, and Vendor shall not be authorized to self-report BuyBoard member purchases, unless and until (1) Vendor is awarded a Contract under this Proposal Invitation, and (2) the request has been approved in writing by the Cooperative administrator.

By my signature below, I hereby request authorization from the Cooperative administrator to self-report BuyBoard purchases if my company is awarded a Contract. I certify that I am authorized by the above-named Vendor to approve this form, and I have received and read the Additional Terms and Conditions for BuyBoard Self-Reporting included in this Proposal Invitation and do hereby approve and agree to such terms and conditions on behalf of Vendor.

NAME OF VENDOR: Cubic ITS, Inc.

Jeffery R. Price

Signature of Vendor Authorized Representative

Printed Name: Jeffery R. Price

Title: Vice President & General Manager

Date: 1/18/2023

(*For Cooperative Administrator Use Only)*

Approved by BuyBoard Administrator: _____

Effective/Start Date for Self-Reporting: _____

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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** *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: Equipment, Products, and Supplies

1. Discount (%) off catalog/pricelist for **Highway Safety Products, Supplies, and Equipment.**
2. Discount (%) off catalog/pricelist for **Traffic Control Products, Supplies, and Equipment.**
3. Discount (%) off catalog/pricelist for **Pavement Marking Supplies and Equipment.**
4. Discount (%) off catalog/pricelist for **Delineation Products and Object Markers.**
5. Discount (%) off catalog/pricelist for **Road Signs, Posts, and Hardware.**
6. Discount (%) off catalog/pricelist for **Fire Hydrants and Accessories.**
7. Discount (%) off catalog/pricelist for **Wheel Wash Systems** (In Ground) and (Above Ground).
8. Discount (%) off catalog/pricelist for **Locking Systems for Highway/Safety Products** (storm sewer grate, traffic signal cabinet, man-hole cover, and other related locking systems).
9. Discount (%) off catalog/pricelist for **Animal Cages, Traps, and Accessories for Roads and Highways.**
10. Discount (%) off catalog/pricelist for **Herbicides and Weed Control Products for Roads and Highways.**
11. Discount (%) off catalog/pricelist for **Oil and Hazardous Material Spill Remediation Products and Supplies.**
12. Discount (%) off catalog/pricelist for **RENTAL of Highway Safety and Traffic Control Products and Equipment** (Rental Rate Sheet shall be submitted with Proposal response or Proposal will not be considered).
13. Discount (%) off catalog/pricelist for **All Other Related Highway Safety and Traffic Control Products.**
14. Discount (%) off catalog/pricelist for **Maintenance/Warranty Agreements for Highway Safety and Traffic Control Equipment and Systems.**

Section II: Installation and Repair Service

15. **Hourly Labor Rate for Installation/Repair Service of Highway Safety and Traffic Control Equipment and Products** - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.
16. **Hourly Labor Rate for Weed Control Service for Roads and Highways** - Not to Exceed hourly labor rate for Weed Control Service of Roads and Highways.

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THE LOCAL GOVERNMENT PURCHASING COOPERATIVE
ADDENDUM NO. 1

Proposal Invitation No. 703-23
Highway Safety and Traffic Control Products

The following addenda are issued to Proposal Invitation 703-23, Highway Safety and Traffic Control Products, and shall become a permanent part of the Proposal Invitation document:

ADDENDUM TO PROPOSAL SPECIFICATIONS

The proposal specification summary has been updated. The following proposal specification line has been added as listed below. This line item has been updated in the electronic proposal submission system and in the Proposal Specification Summary.

11. Discount (%) off catalog/pricelist for **Road Maintenance Products for Dust Control, Anti-icing/Deicing, and Stabilization** (granular, liquid, and/or chemical based).

Please sign and return one copy of this Addendum with your proposal as verification of your receipt and compliance with the information contained in this Addendum.

Company Name: Cubic ITS, Inc.

Address: 522 Gillingham, Sugar Land,TX 77478

Signature of Authorized Company Official: Jeffrey R. Peters

Title: Vice President & General Mgr.

Telephone Number: 281-269-6504

Date: 1/18/2023

Cubic ITS, Inc. (a/k/a Trafficware) Information

Contact:	Kathy Davis
Address:	522 Gillingham Lane Sugar Land, TX 77478
Phone:	(281) 240-7233
Fax:	(281) 240-7238
Toll Free:	(281) 240-7233
Email:	Contract-Bids@Cubic.com
Web Address:	www.Trafficware.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Kathy Davis
Signature

Contract-Bids@Cubic.com
Email

Submitted at 1/19/2023 12:14:10 PM (CT)

Requested Attachments

BuyBoard Proposal Invitation No. 703-23 Highway Safety and Traffic Control Products

BuyBoard No. 703-23-final-Highway Safety and Traffic Control Products.pdf

REQUIRED-In PDF format, upload all proposal invitation documents available for download at vendor.buyboard.com including any additional pages, as necessary. NOTICE: DO NOT complete proposal forms in internet browser. No data will be stored. Download file to computer and complete proposal forms prior to submitting. (Please DO NOT password protect uploaded files.)

Catalog/Pricelist

Cubic ITS BuyBoard Price List 2023-final_.xlsx

REQUIRED-In Excel or PDF format, upload catalog(s)/pricelist(s) in accordance with 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 250MB. (Please DO NOT password protect uploaded files.)

Addendum No. 1

Buy Board Addendum-No-1-for-703-23.pdf

REQUIRED - In PDF format, upload addendum document available for download at vendor.buyboard.com including any additional pages, as necessary. (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

Cubic ITS-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

Cubic ITS-W9 current.pdf

REQUIRED-In PDF format, upload W-9 form. (Please DO NOT password protect uploaded files.)

Bid Attributes

1 **Federal Identification Number**

Federal Identification Number

742019144

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)*

7 **Women Owned Business**

Women Owned Business

☐ *Women Owned Business (Yes)*

8 **Service-Disabled Veteran 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)

☐ *Service-Disabled Veteran Owned Business (Yes)*

9 **Certification Number**

Certification Number

No response

10 **Name of Certifying Agency**

Certifying Agency

No response

11 **Non-MWBE/HUB**

My company has NOT been certified as a MWBE/HUB

☑ Non-HUB (Yes)

12 **Vendor General Contact Information**

Proposal/Contract General Contact Information

13 **Vendor Proposal/Contract Contact Name**

Vendor Proposal/Contract Contact Name

Cubic ITS, Inc.

14 **Vendor Proposal/Contract Contact E-mail Address**

Vendor Proposal/Contract Contact E-mail Address

Contract-Bids@Cubic.com

15 **Vendor Proposal/Contract Mailing Address**

Vendor Proposal/Contract Mailing Address

522 Gillingham

16 **Vendor Proposal/Contact Mailing Address - City**

Vendor Proposal/Contact Mailing Address - City

Sugar Land

17 **Vendor Proposal/Contact Mailing Address - State**

Vendor Proposal/Contact Mailing Address - State (Abbreviate State Name)

TX

18 **Vendor Proposal/Contact Mailing Address - Zip Code**

Vendor Proposal/Contact Mailing Address - Zip Code

77478

19 **Vendor Proposal/Contact Phone Number**

Vendor Proposal/Contact Phone Number (xxx-xxx-xxxx)

281-269-6504

20 **Vendor Proposal/Contact Extension Number**

Vendor Proposal/Contact Extension Number

No response

21 **Company Website**

Company Website (www.XXXXX.com)

transportation.Cubic.com

22 **Purchase Orders Contact Information**

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.

Please select options below for receipt of Purchase Orders and provide the requested information:

- I will use the internet to receive Purchase Orders at the following address

Yes

23 **Purchase Order E-mail Address**

Purchase Order E-mail Address

TrafficwareCustomerCare@Cubic.com

24 **Purchase Order Contact Name**

Purchase Order Contact Name

Sales personnel - Cameron Cooper

25 **Purchase Order Contact Phone Number**

Purchase Order Contact Phone Number (xxx-xxx-xxxx)

281-240-7233

26 **Purchase Order Contact Extension Number**

Purchase Order Contact Extension Number

ext. 2

27 **Alternate Purchase Order E-mail Address**

Alternate Purchase Order E-mail Address

GridSmartOrders@Cubic.com

28 **Alternate Purchase Order Contact Name**

Alternate Purchase Order Contact Name

Sales Dept

29 **Alternate Purchase Order Contact Phone Number**

Alternate Purchase Order Contact Phone Number (xxx-xxx-xxxx)

865-259-7600

30 **Alternate Purchase Order Contact Extension Number**

Alternate Purchase Order Contact Extension Number

No response

31 **Purchase Orders Contact Information**

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.

Please select options below for receipt of Purchase Orders and provide the requested information:

- 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.

No

32 **Request for Quotes (â€œRFQâ€)**

Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

33 **Request for Quote (RFQ) E-mail Address**

Request for Quote (RFQ) E-mail Address

TrafficwareCustomerCare@Cubic.com

34 **Request for Quote (RFQ) Contact Name**

Request for Quote (RFQ) Contact Name

Attention Sales

35 **Request for Quote (RFQ) Contact Phone Number**

Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

281-240-7233

36 **Request for Quote (RFQ) Contact Extension Number**

Request for Quote (RFQ) Contact Extension Number

Ext. 2

37 **Alternate Request for Quote (RFQ) E-mail Address**

Alternate Request for Quote (RFQ) E-mail Address

GridsmartOrders@Cubic.com

38 **Alternate Request for Quote (RFQ) Contact Name**

Alternate Request for Quote (RFQ) Contact Name

Attention Sales

39 **Alternate Request for Quote (RFQ) Contact Phone Number**

Alternate Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

865-259-7600

40 **Alternate Request for Quote (RFQ) Contact Extension Number**

Alternate Request for Quote (RFQ) Contact Extension Number

N/A

41 **Invoices**

Your company will be billed monthly for the service fee due under a Contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved**.

42 **Invoices**

Please choose <u>only one (1)</u> of the following options for receipt of invoices and provide the requested information:

(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:

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.

Service fee invoices and notices direct to company

43 **Invoice Company Name**

Invoice Company Name

Cubic ITS, Inc.

44 **Invoice Company Department Name**

Invoice Company Department Name

Contracts-Accounts Payable

45 **Invoice Contact Name**

Invoice Contact Name

Kathy Davis-Jan Ensor

46 **Invoice Mailing Address**

Invoice Mailing Address (P.O. Box or Street Address)

10545 Hardin Valley Rd.

47 **Invoice Mailing Address - City**

Invoice Mailing Address - City

Knoxville

48 **Invoice Mailing Address - State**

Invoice Mailing Address - State (Abbreviate State Name)

TN

49 **Invoice Mailing Address - Zip Code**

Invoice Mailing Address (Zip Code)

37932

50 **Invoice Contact Phone Number**

Invoice Contact Phone Number (xxx-xxx-xxxx)

281-269-6504

51 **Invoice Contact Extension Number**

Invoice Contact Extension Number

N/A

52 **Invoice Contact Fax Number**

Invoice Contact Fax Number (xxx-xxx-xxxx)

No response

53 **Invoice Contact E-mail Address**

Invoice Contact E-mail

Contract-Bids@Cubic.com

54 **Invoice Contact Alternate E-mail Address**

Invoice Contact Alternate E-mail Address

TrafficwareCustomerCare@Cubic.com

55 **Billing Agent Company Name**

Billing Agent Company Name

No response

56 **Billing Agent Department Name**

Billing Agent Department Name

No response

57 **Billing Agent Contact Name**

Billing Agent Contact Name

No response

58 **Billing Agent Mailing Address**

Billing Agent Mailing Address (P.O. Box or Street Address)

No response

59 **Billing Agent Mailing Address - City**

Billing Agent Mailing Address - City

No response

60 **Billing Agent Mailing Address - State**

Billing Agent Mailing Address - State (Abbreviate State Name)

No response

61 **Billing Agent Mailing Address - Zip Code**

Billing Agent Mailing Address - Zip Code

No response

62 **Billing Agent Contact Phone Number**

Billing Agent Contact Phone Number (xxx-xxx-xxxx)

No response

63 **Billing Agent Contact Extension Number**

Billing Agent Contact Extension Number

No response

64 **Billing Agent Fax Number**

Billing Agent Fax Number

No response

65 **Billing Agent Contact E-mail Address**

Billing Agent Contact E-mail Address

No response

66 **Billing Agent Alternative E-mail Address**

Billing Agent Alternative E-mail Address

No response

67 **Shipping Via**

Common Carrier, Company Truck, Prepaid and Add to Invoice, or Other

Common Carrier

68 **Payment Terms**

Note: Vendor payment terms must comply with the BuyBoard General Terms and Conditions and the Texas Prompt Payment Act (Texas Government Code Ch. 2251).

Net 30-45

69 **Vendor's Internal/Assigned Reference/Quote Number**

Vendor's Internal/Assigned Reference/Quote Number

No response

70 **State or Attach Return Policy**

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.

No response

71 **Electronic Payments**

Are electronic payments acceptable to your company?

Yes

72 **Credit Card Payments**

Are credit card payments acceptable to your company?

Yes

73 **Texas Regional Service Designation**

Texas Regional Service Designation - Refer to Form in Proposal Invitation

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 **must** 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. ***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 this form.

74 **Company Name**

Company Name

Cubic ITS, Inc.

75 **Texas Regional Service Designation**

Select only one of the following options**.** If you select **"I will NOT serve all Regions of Texas",** you must then check the individual Regions you wish to serve.

All Regions

76 **Region 1**

Region 1 - Edinburg

☐ *Region 1 (1)*

77 **Region 2**

Region 2 - Corpus Christi

☐ *Region 2 (2)*

78 **Region 3**

Region 3 - Victoria

☐ *Region 3 (3)*

79 **Region 4**

Region 4 - Houston

☐ *Region 4 (4)*

80 **Region 5**

Region 5 - Beaumont

☐ *Region 5 (5)*

81	**Region 6** Region 6 - Huntsville ☐ *Region 6 (6)*
82	**Region 7** Region 7 - Kilgore ☐ *Region 7 (7)*
83	**Region 8** Region 8 - Mount Pleasant ☐ *Region 8 (8)*
84	**Region 9** Region 9 - Wichita Falls ☐ *Region 9 (9)*
85	**Region 10** Region 10 - Richardson ☐ *Region 10 (10)*
86	**Region 11** Region 11 - Fort Worth ☐ *Region 11 (11)*
87	**Region 12** Region 12 - Waco ☐ *Region 12 (12)*
88	**Region 13** Region 13 - Austin ☐ *Region 13 (13)*
89	**Region 14** Region 14 - Abilene ☐ *Region 14 (14)*
90	**Region 15** Region 15 - San Angelo ☐ *Region 15 (15)*
91	**Region 16** Region 16 - Amarillo ☐ *Region 16 (16)*
92	**Region 17** Region 17 - Lubbock ☐ *Region 17 (17)*

93	**Region 18** Region 18 - Midland ☐ *Region 18 (18)*
94	**Region 19** Region 19 - El Paso ☐ *Region 19 (19)*
95	**Region 20** Region 20 - San Antonio ☐ *Region 20 (20)*
96	**State Service Designation** **State Service Designation - Refer to Form in Proposal Invitation.** 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. *(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.*** 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. *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.*
97	**Company Name** Company Name Cubic ITS, Inc.
98	**State Service Designation** **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.** All States
99	**Alabama** Alabama ☐ *Alabama (AL)*
100	**Alaska** Alaska ☐ *Alaska (AK)*
101	**Arizona** Arizona ☐ *Arizona (AZ)*

102	**Arkansas** Arkansas ☐ *Arkansas (AR)*
103	**California** California (Public Contract Code 20118 & 20652) ☐ *California (CA)*
104	**Colorado** Colorado ☐ *Colorado (CO)*
105	**Connecticut** Connecticut ☐ *Connecticut (CT)*
106	**Delaware** Delaware ☐ *Delaware (DE)*
107	**District of Columbia** District of Columbia ☐ *District of Columbia (DC)*
108	**Florida** Florida ☐ *Florida (FL)*
109	**Georgia** Georgia ☐ *Georgia (GA)*
110	**Hawaii** Hawaii ☐ *Hawaii (HI)*
111	**Idaho** Idaho ☐ *Idaho (ID)*
112	**Illinois** Illinois ☐ *Illinois (IL)*
113	**Indiana** Indiana ☐ *Indiana (IN)*

114	**Iowa** Iowa ☐ *Iowa (IA)*
115	**Kansas** Kansas ☐ *Kansas (KS)*
116	**Kentucky** Kentucky ☐ *Kentucky (KY)*
117	**Louisiana** Louisiana ☐ *Louisiana (LA)*
118	**Maine** Maine ☐ *Maine (ME)*
119	**Maryland** Maryland ☐ *Maryland (MD)*
120	**Massachusetts** Massachusetts ☐ *Massachusetts (MA)*
121	**Michigan** Michigan ☐ *Michigan (MI)*
122	**Minnesota** Minnesota ☐ *Minnesota (MN)*
123	**Mississippi** Mississippi ☐ *Mississippi (MS)*
124	**Missouri** Missouri ☐ *Missouri (MO)*
125	**Montana** Montana ☐ *Montana (MT)*

126	**Nebraska** Nebraska ☐ *Nebraska (NE)*
127	**Nevada** Nevada ☐ *Nevada (NV)*
128	**New Hampshire** New Hampshire ☐ *New Hampshire (NH)*
129	**New Jersey** New Jersey ☐ *New Jersey (NJ)*
130	**New Mexico** New Mexico ☐ *New Mexico (NM)*
131	**New York** New York ☐ *New York (NY)*
132	**North Carolina** North Carolina ☐ *North Carolina (NC)*
133	**North Dakota** North Dakota ☐ *North Dakota (ND)*
134	**Ohio** Ohio ☐ *Ohio (OH)*
135	**Oklahoma** Oklahoma ☐ *Oklahoma (OK)*
136	**Oregon** Oregon ☐ *Oregon (OR)*
137	**Pennsylvania** Pennsylvania ☐ *Pennsylvania (PA)*

138	**Rhode Island** Rhode Island ☐ *Rhode Island (RI)*
139	**South Carolina** South Carolina ☐ *South Carolina (SC)*
140	**South Dakota** South Dakota ☐ *South Dakota (SD)*
141	**Tennessee** Tennessee ☐ *Tennessee (TN)*
142	**Texas** Texas ☐ *Texas (TX)*
143	**Utah** Utah ☐ *Utah (UT)*
144	**Vermont** Vermont ☐ *Vermont (VT)*
145	**Virginia** Virginia ☐ *Virginia (VA)*
146	**Washington** Washington ☐ *Washington (WA)*
147	**West Virginia** West Virginia ☐ *West Virginia (WV)*
148	**Wisconsin** Wisconsin ☐ *Wisconsin (WI)*
149	**Wyoming** Wyoming ☐ *Wyoming (WY)*

Bid Lines

1	**Section I: Equipment, Products, and Supplies** Discount (%) off catalog/pricelist for **Highway Safety Products, Supplies, and Equipment.** Catalog/Pricelist MUST be included or proposal will not be considered. Total: 50% Item Notes: **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.** 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". Cubic ITS Price List 2023

2 **Section I: Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Traffic Control Products, Supplies, and Equipment.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 50%

Item Notes: **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.**

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".

Cubic ITS Price List 2023

3 **Section I: Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Pavement Marking Supplies and Equipment.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **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.**

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: Equipment, Products, and Supplies** Discount (%) off catalog/pricelist for **Delineation Products and Object Markers.** Catalog/Pricelist MUST be included or proposal will not be considered. ***No Bid*** Item Notes: **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.** 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: Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Road Signs, Posts, and Hardware.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **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.**

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: Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Fire Hydrants and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **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.**

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: Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Wheel Wash Systems** (In Ground) and (Above Ground). Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **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.**

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: Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Locking Systems for Highway/Safety Products** (storm sewer grate, traffic signal cabinet, man-hole cover, and other related locking systems). Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 50%

Item Notes: **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.**

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".

Cubic ITS Price List 2023

9	**Section I: Equipment, Products, and Supplies** Discount (%) off catalog/pricelist for **Animal Cages, Traps, and Accessories for Roads and Highways.** Catalog/Pricelist MUST be included or proposal will not be considered. ***No Bid*** Item Notes: **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.** 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 I: Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Herbicides and Weed Control Products for Roads and Highways.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **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.**

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

11	**Section I: Equipment, Products, and Supplies** Discount (%) off catalog/pricelist for **Road Maintenance Products for Dust Control, Anti-icing/Deicing, and** **Stabilization** (granular, liquid, and/or chemical based). Catalog/Pricelist MUST be included or proposal will not be considered. ***No Bid*** Item Notes: **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.** 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*

12

Section I: Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Oil and Hazardous Material Spill Remediation Products and Supplies.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **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.**

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

13

Section I: Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **RENTAL of Highway Safety and Traffic Control Products and Equipment** (Rental Rate Sheet shall be submitted with Proposal response or Proposal will not be considered). Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **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.**

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

14

Section I: Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **All Other Related Highway Safety and Traffic Control Products.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 50%

Item Notes: **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.**

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".

Cubic ITS Price List 2023

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Section I: Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Maintenance/Warranty Agreements for Highway Safety and Traffic Control Equipment and Systems.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 50%

Item Notes: **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.**

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".

Cubic ITS Price List 2023

16

Section II: Installation and Repair Service

Hourly Labor Rate for Installation/Repair Service of Highway Safety and Traffic Control Equipment and Products - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate

No Bid

17

Section II: Installation and Repair Service

Hourly Labor Rate for Weed Control Service for Roads and Highways - Not to Exceed hourly labor rate for Weed Control Service of Roads and Highways.

Quantity: 1 UOM: Hourly Labor Rate

No Bid

Response Total: $0.00

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Traffic Cabinet Purchase (Buyboard Co-Op)

Project Name:

Company Name: Cubic ITS, Inc.

Department: Public Works/Engineering/BAWA

Date: 03/23/2026 **Council Date:** 04/09/2026

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 — 03/23/2026 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. a.

Meeting Date: 04/09/2026
Subject: Executive session pursuant to Section 551.074
Prepared for: Jason Reynolds, City Management **Prepared by:** Joey Lopez, Human Resources
Department: Human Resources

Information

ITEM

Recess into and conduct an executive session pursuant to Section 551.074 to discuss personnel matters concerning an extension of line of duty illness under Texas Local Government Code 143.073 for a Firefighter and/or Section 551.071 of the Texas Government Code to seek the advice of the City's Attorney(s).

PREFACE

Recess into and conduct an executive session pursuant to Section 551.074 to discuss personnel matters concerning an extension of line of duty illness under Texas Local Government Code 143.073 for a Firefighter and/or Section 551.071 of the Texas Government Code to seek the advice of the City's Attorney(s).

Fiscal Impact

Fiscal Year:
Acct Code:
Source of Funds (Operating/Capital/Bonds):
Funds Budgeted Y/N:
Amount Needed:
Fiscal Impact (Additional Information):
No fiscal impact

CITY COUNCIL MEETING 10. b.

Meeting Date: 04/09/2026
Subject: Executive session - 551.071, 551.072 and/or 551.087
Prepared by: Gabriella Gonzales, City Clerk's Office
Department: City Clerk's Office

Information

ITEM

Recess into and conduct an executive session pursuant to Texas Government Code Sections 551.071, 551.072 and/or 551.087 to seek the advice of the City's attorneys regarding pending or contemplated litigation; deliberate the purchase, exchange, lease, or value of real property; and/or to deliberate regarding economic development negotiations.

PREFACE

Recess into and conduct an executive session pursuant to Texas Government Code Sections 551.071, 551.072 and/or 551.087 to seek the advice of the City's attorneys regarding pending or contemplated litigation; deliberate the purchase, exchange, lease, or value of real property; and/or to deliberate regarding economic development negotiations.